



## Regular Meeting Agenda August 7, 2012

Placentia City Council  
Placentia City Council as Successor to the  
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.*

Jeremy B. Yamaguchi  
Mayor

Chad P. Wanke  
Mayor Pro Tem

Joseph V. Aguirre  
Council Member

Scott W. Nelson  
Council Member

Constance M. Underhill  
Council Member

Patrick J. Melia  
City Clerk

Craig S. Green  
City Treasurer

Troy L. Butzlaff, ICMA-CM  
City Administrator

Andrew V. Arczynski  
City Attorney

### *Vision Statement*

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

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

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

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

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

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

### **Special Accommodations**

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

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

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

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

**Phone: (714) 993-8117**

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**[administration@placentia.org](mailto:administration@placentia.org)**

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**PLACENTIA CITY COUNCIL  
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE  
PLACENTIA REDEVELOPMENT AGENCY  
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY  
REGULAR MEETING AGENDA – EXECUTIVE SESSION  
August 7, 2012  
6:00 p.m. – City Council Chambers  
401 E. Chapman Avenue, Placentia, CA**

**CALL TO ORDER:**

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

**ORAL COMMUNICATIONS:**

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

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

**CITY COUNCIL:**

1. Pursuant to Government Code Section 54956.9(c) for Conference with Legal Counsel Regarding Potential Litigation – One (1) Item
2. Pursuant to Government Code Section 54956.9(c) for Conference with Legal Counsel Regarding the Initiation of Litigation – One (1) Item
3. Pursuant to Government Code Section 54957.6 Conference with City Labor Negotiator concerning Labor Negotiations with the Following Groups:
  - a. Placentia Police Officers Association (PPOA)  
City Representative: Troy L. Butzlaff, City Administrator
  - b. Placentia City Employees Association (PCEA)  
City Representative: Troy L. Butzlaff, City Administrator

**SUCCESSOR AGENCY:** None

**ICDA:** None

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

**PLACENTIA CITY COUNCIL  
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE  
PLACENTIA REDEVELOPMENT AGENCY  
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY  
REGULAR MEETING AGENDA  
August 7, 2012  
7:00 p.m. – City Council Chambers  
401 E. Chapman Avenue, Placentia, CA**

**CALL TO ORDER:**

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

**INVOCATION:** Police Chaplain Kenneth Milhander

**PLEDGE OF ALLEGIANCE:**

**PRESENTATIONS:**

- a. Update on the OC Bridges Project  
Presenter: Tresa Oliveri, OCTA Senior Communications Specialist and  
Roy Stephenson, Project Manager

**EXECUTIVE SESSION REPORT:**

**CITY ADMINISTRATOR REPORT:**

**ORAL COMMUNICATIONS:**

At this time the public may address the City Council and Boards of Directors concerning any agenda item, which is not a public hearing item, or on matters within the jurisdiction of the City Council and Boards of Directors. There is a five (5) minute maximum time limit for each individual addressing the City Council and Boards of Directors.

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

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

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

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/SUCCESSOR 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/Successor/ICDA Regular Meeting – July 17, 2012**  
Recommended Action: Approve
- c. **City Fiscal Year 2011-12 Warrant Register for July 18, 2012 through August 7, 2012**  
Financial Impact: \$553,898.47  
Recommended Action: Approve
- d. **Successor Agency Fiscal Year 2011-12 Warrant Register for July 18, 2012 through August 7, 2012**  
Financial Impact: \$27,766.62  
Recommended Action: Approve
- e. **City Fiscal Year 2012-13 Warrant Register for July 18, 2012 through August 7, 2012**  
Financial Impact: \$652,867.42  
Recommended Action: Approve

**COUNCIL CONSENT CALENDAR:**

- f. **January – May 2012 Treasurer’s Reports**  
Financial Impact: None  
Recommended Action: It is recommended that the City Council:
  - 1) Receive and file the January – May 2012 Treasurer’s Reports
- g. **Response to Grand Jury’s Compensation Study of Orange County Cities on Transparency**  
Financial Impact: None  
Recommended Action: It is recommended that the City Council:
  - 1) Approve and authorize the Mayor to sign a letter to the Presiding Judge that responds to the findings and recommendations of the Grand Jury’s Transparency Report
- h. **Determination and Levy of Special Tax for Fiscal Year 2012-13 in Community Facilities District No. 89-1 (East Placentia)**  
Financial Impact: No general fund impact – District revenues of \$3,009,337.35 will not cover estimated district expenditures of \$3,109,337.35  
Recommended Action: It is recommended that the City Council:
  - 1) Approve the Community Facilities District 2012-13 Special Tax Levy of \$3,009,337.35
  - 2) Adopt Resolution R-2012-46 A Resolution of the City Council of the City of Placentia, California, authorizing the Determination and Levy of the Special Tax in Community Facilities District 89-1 for Fiscal Year 2012-13
  - 3) Authorize inclusion of the Special Tax Levy for Fiscal Year 2012-13 on the Orange County Secured Property Tax Roll
- i. **Recommendation to Approve Long Term Maintenance Agreement for Shared Public Street Improvements with City of Anaheim in Relation to Kraemer Boulevard, Orangethorpe Avenue, Tustin Avenue/Rose Drive and Lakeview Avenue Railroad Grade Separation Projects**  
Financial Impact: Minimal Annual Maintenance and Repairs  
Recommended Action: It is recommended that the City Council:

- 1) Approve Long Term Maintenance Agreement for Shared Public Improvements with the City of Anaheim in relation to the Kraemer Boulevard, Orangethorpe Avenue, Tustin Avenue/Rose Drive and Lakeview Avenue Grade Separation Projects
- 2) Authorize the Mayor to execute the Maintenance and Repair Agreement on behalf of the City, in a form approved by the City Attorney

j. **Recommendation to Approve Quitclaim Deed for Conveyance of the Kraemer Storm Drain Channel from Orange County Flood Control District, from Alta Vista Street South to the City Boundary Located at the Railroad Right of Way and From Orangethorpe Avenue to the Carbon Creek Channel**

Financial Impact: Minimal Annual Maintenance Costs

Recommended Action: It is recommended that the City Council:

- 1) Approve a Quitclaim Deed from Alta Vista Street south to the City boundary located at the railroad right of way and from Orangethorpe Avenue to the Carbon Creek Channel
- 2) Adopt Resolution No. R-2012-47, A Resolution of the City Council of the City of Placentia, California, approving and accepting a Quitclaim Deed for a public storm drain and authorizing the Mayor to execute said acceptance and the City Clerk to record said acceptance
- 3) Authorize the Mayor to sign the subject Quitclaim Deed and Termination of Agreement D76-110 and Certificate of Acceptance on behalf of the City
- 4) Direct the City Clerk to endorse documents that accept Quitclaim Deed, and cause the document to be submitted to the Orange County Clerk Recorder for recording of the document

k. **Recommendation to Approve Construction and Maintenance Agreement for the Orangethorpe Avenue and Tustin Avenue/Rose Drive Overcrossings**

Financial Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Approve Construction and Maintenance Agreements for Orangethorpe Avenue and Tustin Avenue/Rose Drive grade separation projects
- 2) Authorize the Mayor to execute the final Construction and Maintenance Agreements on behalf of the City, in a form approved by the City Attorney

l. **Resolution Reaffirming the City's Commitment to Open Government and Compliance with the Ralph M. Brown Act**

Financial Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2012-48, A Resolution of the City Council of the City of Placentia, California, reaffirming the City's commitment to open government and compliance with the Ralph M. Brown Act

m. **A Resolution Supporting E-Waste Recycling and Encouraging the Use of E-Stewards Recyclers**

Financial Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2012-49, A Resolution of the City Council of the City of Placentia, California, supporting environmentally sound methods

of recycling and encouraging the use of E-Stewards licensed recyclers for disposition and recycling of electronic equipment

n. **Acceptance of Resignations from the Cultural Arts Commission and Heritage Festival Committee**

Financial Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Accept the resignations of William Heaton (Cultural Arts) and Peggy Yamaguchi (Heritage Festival Committee)

**SUCCESSOR AGENCY CONSENT CALENDAR:** None

**ICDA CONSENT CALENDAR:** None

2. **PUBLIC HEARINGS:**

**COUNCIL/SUCCESSOR AGENCY/ICDA:** None

**COUNCIL:**

a. **Public Hearing to Provide for the Annual Levy of Assessment for City of Placentia Landscape Maintenance District 92-1**

Financial Impact: Recouped through Assessments: \$395,898.66

Single Family Residential: \$154.87/Parcel

Commercial/Industrial: \$1,548.70/Acre

Multiple Family Residential: \$108.41/Unit

Undeveloped: \$774.35/Parcel

Recommended Action: It is recommended that the City Council:

- 1) Conduct a Public Hearing concerning the levy and collection of assessments within the Landscape Maintenance District 92-1 and consider all objections to the assessment
- 2) Adopt Resolution No. R-2012-40, A Resolution of the City Council of the City of Placentia, California, approving the Engineer's Report for Annual Levy of Assessment for Fiscal Year 2012-13 in Landscape Maintenance District No. 92-1 located within the City of Placentia
- 3) Adopt Resolution No. R-2012-41, A Resolution of the City Council of the City of Placentia, California, confirming a diagram and assessment and providing for Annual Assessment Levy for Fiscal Year 2012-13 in Landscape Maintenance District No. 92-1 located within the City of Placentia

b. **Public Hearing to Provide for the Annual Levy of Assessment for the City of Placentia Street Lighting District 81-1**

Financial Impact: Recouped through Assessments: \$134,739.52

Single Family Residential: \$27.38/Parcel

Commercial/Industrial: \$164.28/Acre

Tentative/Final Map: \$8.21/Unit

Recommended Action: It is recommended that the City Council:

- 1) Conduct a Public Hearing concerning the levy and collection of assessments within the Placentia Street Lighting District 81-1 and consider all objections to the assessment
- 2) Adopt Resolution No. R-2012-42, A Resolution of the City Council of the City of Placentia, California, approving the Engineer's Report for Annual

Levy of Assessment for Fiscal Year 2012-13 in Street Lighting District 81-1 located within the City of Placentia

- 3) Adopt Resolution No. R-2012-43, A Resolution of the City Council of the City of Placentia, California, confirming a diagram and assessment and providing for Annual Assessment Levy for Fiscal Year 2012-13 in Street Lighting District 81-1 located within the City of Placentia

**SUCCESSOR AGENCY:** None

**ICDA:** None

**3. OLD BUSINESS:**

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

**COUNCIL OLD BUSINESS:**

a. **Update on Placentia Metrolink Station and Consideration of a Reduced Scope Design Alternative for the Downtown Parking Structure**

Financial Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Receive an update on the status of the Placentia Metrolink Station
- 2) Review the design plans, including a reduced scope design alternative, for the downtown parking structure and provide appropriate direction to the City's Architectural Design Firm as to the final design

**SUCCESSOR AGENCY OLD BUSINESS:** None

**ICDA OLD BUSINESS:** None

**4. NEW BUSINESS:**

**COUNCIL/SUCCESSOR AGENCY/ICDA NEW BUSINESS:** None

**COUNCIL NEW BUSINESS:**

a. **Appointments to Fill Vacancies on City Commissions and Committees**

Financial Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Entertain motions and make necessary appointments to fill positions on the Cultural Arts Commission, Financial Audit Oversight Committee, Historical Committee, Planning Commission, Recreation and Parks Commission, Traffic Safety Commission, and Veterans Advisory Committee
- 2) Direct Staff to re-open application/recruitment process for any remaining vacancies

**SUCCESSOR AGENCY NEW BUSINESS:** None

**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/Successor Agency/ICDA Agency Board of Directors will adjourn to August 21, 2012.

*In  
Memory  
of  
Dr. Kathleen Johnson-Moore  
Professor and Vice Dean at USC School of Pharmacy and  
Aunt of Mayor Pro Tem Chad P. Wanke*

*Rod Jimenez  
Longtime Placentia Resident and  
Former City Planning Commissioner*

**CERTIFICATION OF POSTING**

I, Tania Moreno, Deputy City Clerk for the City of Placentia and Assistant Secretary of the Industrial Commercial Development Authority and Successor Agency, hereby certify that the Agenda for the August 7, 2012 meetings of the City Council, Successor Agency, and Industrial Commercial Development Authority was posted on August 2, 2012.

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Tania Moreno, Deputy City Clerk

**PLACENTIA CITY COUNCIL  
PLACENTIA REDEVELOPMENT AGENCY  
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY  
REGULAR MEETING MINUTES – EXECUTIVE SESSION  
July 17, 2012  
5:30 p.m. – City Council Chambers  
401 E. Chapman Avenue, Placentia, CA**

**CALL TO ORDER:** Mayor/Board Chair Mayor Yamaguchi called the meeting to order at 5:30 p.m.

**ROLL CALL:**

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

Councilmember Nelson arrived at 5:35 p.m.

**ORAL COMMUNICATIONS:** None

**CITY COUNCIL:**

1. Pursuant to Government Code Section 54956.9(c) for Conference with Legal Counsel Regarding Potential Litigation – One (1) Item
2. Pursuant to Government Code Section 54956.9(c) for Conference with Legal Counsel Regarding the Initiation of Litigation – One (1) Item
3. Pursuant to Government Code Section 54957.6 Conference with City Labor Negotiator concerning Labor Negotiations with the Following Groups:
  - a. Placentia Police Officers Association (PPOA)  
City Representatives: Troy L. Butzlaff, City Administrator  
Steve Pischel, Director of Administrative Services/C.S.  
Steve Drinovsky, Director of Public Works
  - b. Placentia City Employees Association (PCEA)  
City Representatives: Troy L. Butzlaff, City Administrator  
Steve Pischel, Director of Administrative Services/C.S.

**SUCCESSOR AGENCY:** None

**ICDA:** None

**RECESS:** The City Council and Boards of Directors recessed to the Regular Meeting at 7:00 p.m.

**CALL TO ORDER:**

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

**STAFF PRESENT:** City Administrator/Executive Director, Troy L. Butzlaff; City Attorney/Authority Counsel, Andrew V. Arczynski; Director of Administrative and Community Services, Steve Pischel; Director of Finance, Karen Ogawa; Police Chief, Rick Hicks; Deputy Chief of Police, Ward Smith; Senior Management Analyst, Michael McConaha; Management Analyst, Eduardo De La Torre; Management Analyst, Maggie Le; Finance Services Manager, Michael Nguyen; City Clerk, Patrick Melia; Deputy City Clerk, Tania Moreno

**INVOCATION:** OCFA Chaplain Warren Johnson

**PLEDGE OF ALLEGIANCE:** Mayor Yamaguchi

**PRESENTATIONS:** None

**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 stated there was no reportable action from Executive Session this evening.

**CITY ADMINISTRATOR REPORT:**

City Administrator Butzlaff announced the Movies in the Park and Concerts in the Park series events. He announced the Residential Street Rehabilitation Project public information meeting scheduled for July 26, 2012 in the Council Chambers. He noted that the application to Caltrans for Safe Routes to School funding was selected. He noted that the City Council and Treasurer nomination period commenced July 16, 2012 and ends August 10, 2012.

**ORAL COMMUNICATIONS:**

Ed Garcia, Placentia commercial property owner, expressed his concerns regarding ethics and transparency. He expressed his concerns regarding the 2011 Commissions and Committees recruitment and appointment process.

Erna Smith, resident, expressed her concerns regarding the removal of a City owned tree and a patio cover on her property. She submitted documents to the City Council.

Alan Frank, resident, expressed his concerns regarding the City's financial situation, lack of services, the downtown parking structure project and employee pension benefits.

Jeff Buchanan, resident, inquired about the street trees ordinance. He invited potential City Council candidates to meet with the Street Tree Committee.

Craig Green, City Treasurer, spoke in support of the changes made to the City Treasurer's Report and submitted documentation to the City Council. He noted that the new format makes the report easier to read and increases the transparency. He expressed his concerns regarding the redevelopment agency negative balance. He requested a meeting with the City Administrator and/or auditors.

Mayor Yamaguchi directed the City Administrator to schedule a meeting with Mr. Green.

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

Councilmember Nelson attended the Employee Relations Committee meeting, Redevelopment Task Force meeting and Pension Reform Committee meeting. He discussed issues pertaining to the CalPERS system and the dissolution of redevelopment agencies. He expressed his condolences to Jean Turner and Councilmember Aguirre.

Councilmember Underhill spoke in support of the Gomez Center renovation. She noted that Movies in the Park series is a success.

Councilmember Aguirre spoke in support of the Gomez Center renovation and acknowledged Dino De Marco for his donation of computers for the Gomez Center.

Mayor Pro Tem Wanke noted that he did not attend the last meeting due to a family illness. He noted that he attended the Orange County Fire Authority meeting and voted in favor of

reducing the number of staff servicing City of Stanton. He attended the Gomez Center Reopening event. He commended Staff and Project Engineer on Gomez Center renovation project. He noted that he would not be attending the Residential Rehabilitation Project public information meeting on July 26, 2012.

Mayor Yamaguchi asked the City Administrator to clarify that issue of privately owned trees being trimmed through the new program and to address the comment made about the administrative cost referred to in an Orange County Register article.

City Administrator Butzlaff noted that the City is only maintaining trees in which they have full control over and no privately owned trees would be maintained. He noted that the report put out by the Orange County Register relies on a report by the State Controller. He noted that the administrative costs reflected on the State Controller report are inaccurate. He noted that Staff sent an email response to the Orange County Register.

Mayor Yamaguchi noted that he presents his ideas to the entire Council for their approval. He noted that in 2011 he did not serve as Mayor. He encouraged the public to contact Staff pertaining to any concerns. He attended the Concordia University Technology Conference. He noted that the Placentia Community Foundation opened and received applications for their first grant awarding session. He noted that the Association of California Cities Orange County has created an Innovation Committee and invited public agencies to submit applications. He attended a Recreation and Parks Commission meeting and thanked the commissioners for their service. He congratulated the renewed Kiwanis Club of Placentia.

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

A motion was made by Mayor Pro Tem Wanke seconded by Councilmember Nelson, to approve Consent Calendar Item Nos. 1.a. through 1.i. Councilmember Nelson pulled item 1.c. for separate discussion.

**COUNCIL/SUCCESSOR 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/Successor/ICDA Study Session Meeting – May 29, 2012**  
**City Council/Successor/ICDA Regular Meeting – June 12 & 19, 2012**  
Recommended Action: Approve
- c. **City Fiscal Year 2011-12 Warrant Register for June 20, 2012 through July 17, 2012**  
Financial Impact: \$2,391,797.21  
Recommended Action: Approve

Councilmember Nelson noted that check number 00077043 was a per diem check. He reported that he did not use the check and returned it.

A motion was made by Councilmember Nelson, seconded by Mayor Pro Tem Wanke, and carried (5 – 0) to approve item 1.c.

- d. **Successor Agency Fiscal Year 2011-12 Warrant Register for June 20, 2012 through July 17, 2012**

Financial Impact: \$4,755

Recommended Action: Approve

e. **City Fiscal Year 2012-13 Warrant Register for June 20, 2012 through July 17, 2012**

Financial Impact: \$206,321.53

Recommended Action: Approve

**COUNCIL CONSENT CALENDAR:**

f. **Response to Orange County Grand Jury Report Regarding Dissolution of Redevelopment Agencies**

Financial Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Approve and authorize the Mayor to sign a letter to the Presiding Judge that responds to the findings and recommendation of the Grand Jury's report on the dissolution of redevelopment

g. **Award of Contract for Transient Occupancy Tax Compliance Audits**

Financial Impact: Expense: \$4,500

Budgeted: \$4,500 (Account No.: 102021-6099)

Recommended Action: It is recommended that the City Council:

- 1) Approve the contract with MuniServices, LLC for transient occupancy tax auditing services
- 2) Authorize the City Administrator to sign the professional services agreement, in a form acceptable to the City Attorney

h. **Award of Contract for Business License Tax Compliance Audit**

Financial Impact: Revenues: \$19,035 (Estimate)

Expenses: \$7,614 (Estimate)

Recommended Action: It is recommended that the City Council:

- 1) Approve the contract with MuniServices, LLC for business license tax compliance auditing services
- 2) Authorize the City Administrator to sign the professional services agreement, in a form acceptable to the City Attorney

i. **Approve Cooperative Agreement for Project No. 174-46009 between the City of Placentia, City of Fullerton, and City of Yorba Linda for the Bastanchury Road Traffic Light Synchronization Program Project**

Financial Impact: Expense: \$32,980 Local Match

Offsetting Revenue: Air Quality Management District (AB 2766 Funds)

Budgeted: \$32,890 (Account No: 333554-6185 J/L 61063)

Recommended Action: It is recommended that the City Council:

- 1) Approve the attached Cooperative Agreement for Project No. 174-46009 between the City of Placentia, City of Fullerton and City of Yorba Linda for the implementation of the Bastanchury Road Traffic Light Synchronization Program Project funded as part of the Measure M2 Regional Traffic Synchronization Program (Program P)
- 2) Authorize the Mayor to execute the Cooperative Agreement on behalf of the City

**2. PUBLIC HEARINGS:**

**COUNCIL/SUCCESSOR AGENCY/ICDA:** None

**COUNCIL:**

a. **Public Hearing to Provide for the Annual Levy of Assessment for City of Placentia Landscape Maintenance District 92-1**

Financial Impact: Recouped through Assessments: \$395,898.66

Single Family Residential: \$154.87/Parcel

Commercial/Industrial: \$1,548.70/Acre

Multiple Family Residential: \$108.41/Unit

Undeveloped: \$774.35/Parcel

Recommended Action: It is recommended that the City Council:

- 1) Conduct a Public Hearing concerning the levy and collection of assessments within the Landscape Maintenance District 92-1 and consider all objections to the assessment
- 2) Adopt Resolution No. R-2012-40 A Resolution of the City Council of the City of Placentia, California, approving the Engineer's Report for Annual Levy of Assessment for Fiscal Year 2012-13 in Landscape Maintenance District No. 92-1 located within the City of Placentia
- 3) Adopt Resolution No. R-2012-41, A Resolution of the City Council of the City of Placentia, California, confirming a diagram and assessment and providing for Annual Assessment Levy for Fiscal Year 2012-13 in Landscape Maintenance District No. 92-1 located within the City of Placentia

b. **Public Hearing to Provide for the Annual Levy of Assessment for the City of Placentia Street Lighting District 81-1**

Financial Impact: Recouped through Assessments: \$134,739.52

Single Family Residential: \$27.38/Parcel

Commercial/Industrial: \$164.28/Acre

Tentative/Final Map: \$8.21/Unit

Recommended Action: It is recommended that the City Council:

- 1) Conduct a Public Hearing concerning the levy and collection of assessments within the Placentia Street Lighting District 81-1 and consider all objections to the assessment
- 2) Adopt Resolution No. R-2012-42, A Resolution of the City Council of the City of Placentia, California, approving the Engineer's Report for Annual Levy of Assessment for Fiscal Year 2012-13 in Street Lighting District 81-1 located within the City of Placentia
- 3) Adopt Resolution No. R-2012-43, A Resolution of the City Council of the City of Placentia, California, confirming a diagram and assessment and providing for Annual Assessment Levy for Fiscal Year 2012-13 in Street Lighting District 81-1 located within the City of Placentia

City Attorney Arczynski noted that due to technical issues the notice for the public hearings items pertaining to items 2.a. and 2.b. were not fully published as directed by the City Council. He recommended that Council consider the addition of two items to the agenda per California Government Code § 54954(b) (2): 1.) Adopt Resolution No. R-2012-44, relating to Fiscal Year 2012-13 Levy of Assessments to the City of Placentia Street Lighting District No. 81-1 and Setting Public Hearing for August 7, 2012, and 2.) Adopt Resolution No. R-2012-45, relating to Fiscal Year 2012-13 Levy of Assessments for the City of Placentia Landscape Maintenance District No. 92-1 setting a public hearing for August 7, 2012.

A motion was made by Councilmember Nelson, seconded by Mayor Yamaguchi, and carried (5 - 0) to add and approve two items to the agenda 1.) Adopt Resolution No. R-2012-44, relating to Fiscal Year 2012-13 Levy of Assessments to the City of Placentia Street Lighting

District No. 81-1 and Setting Public Hearing for August 7, 2012, and 2.) Adopt Resolution No. R-2012-45, relating to Fiscal Year 2012-13 Levy of Assessments for the City of Placentia Landscape Maintenance District No. 92-1 setting a public hearing for August 7, 2012.

City Attorney Arczynski noted that the public hearings were partially noticed. He recommended Council to open the public hearings, take testimony and leave the public hearings open.

Mayor Yamaguchi opened the public hearings for items 2.a. and 2.b.

No public comments were received.

Mayor Yamaguchi continued the public hearings for items 2.a. and 2.b. to the next Regular City Council Meeting on August 7, 2012.

**SUCCESSOR AGENCY:** None

**ICDA:** None

**3. OLD BUSINESS:**

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

**COUNCIL OLD BUSINESS:** None

**SUCCESSOR AGENCY OLD BUSINESS:** None

**ICDA OLD BUSINESS:** None

**4. NEW BUSINESS:**

**COUNCIL/SUCCESSOR AGENCY/ICDA NEW BUSINESS:** None

**COUNCIL NEW BUSINESS:** None

**SUCCESSOR AGENCY NEW BUSINESS:** None

**ICDA NEW BUSINESS:** None

**CITY COUNCIL/BOARD MEMBERS REQUESTS:**

Mayor Yamaguchi requested that Council give direction to Staff to agendize a discussion between Council and Staff on the current fiscal position of the City and any updates since the adoption of the budget on the next regular Council meeting agenda.

City Administrator Butzlaff noted that the item can be agendize, but it might be premature due to the effective date of current budget.

Director of Finance Ogawa recommended having the discussion sometime in mid to end of September as additional details relative to revenues received and year end closed will be available.

Mayor Yamaguchi directed Staff to place the item as a standing discussion on the agenda with any updates.

City Administrator Butzlaff noted that information would be provided.

**ADJOURNMENT:** The City Council/Successor Agency/ICDA Agency Board of Directors adjourned to July 30, 2012 in memory of Robert "Bob" Turner and Frank Vargas Aguirre.

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JEREMY B. YAMAGUCHI  
MAYOR/AGENCY CHAIR

ATTEST:

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PATRICK J. MELIA, CITY CLERK/AGENCY  
SECRETARY

City of Placencia  
Warrant Receipt  
For 08/07/2012  
FY 11/12

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

Grand Total: 553,898.47

Warrant Totals by ID	
AP	553,898.47
EP	0.00
IP	0.00
OP	0.00

Fund Name	Warrant Totals by Fund
101-General Fund	75,133.03
215-Air Quality Management	3,257.73
225-Asset Seizure	51.50
265-Landscape Maintenance	2,725.72
275-Sewer Maintenance	27,107.75
280-Misc Grants Fund	2,114.94
401-City Capital Projects	145,709.11
501-Refuse Administration	199,140.04
505-CNG Fueling Station	5,289.27
605-Risk Management	5,985.54
615-Information Technology	23,506.92
620-Citywide Services	48,236.03
701-Special Deposits	15,640.89

Void Total: 0.00  
Warrant Total: 553,898.47

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

Warrant Total: 553,898.47

1c

August 7, 2012

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**City of P'ntia**  
**Warrant Register**  
**For 07/25/2012**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	AGUILAR-MORFF V008498	CLASS REFUND	100000-4340 / 79148-4340 Recreation Programs	TK0724D	63.00	81408		00077297	07/25/2012
			<b>Vendor Total:</b>		<b>63.00</b>				
MW OH	ALBERT GROVER & ASSOCIATES V007111	ENGINEERING SRVS-BATTERY BA	333552-6185 / 6108940033-6185 Construction Services	ITK0724A	405.00	12184-IN	P05930	00077298	07/25/2012
			<b>Vendor Total:</b>		<b>405.00</b>				
MW IP	ALL COUNTY ENVIRONMENTAL V007451	EMERGENCY RESTROOM RESTOR	333554-6185 / 6109140023-6185 Construction Services	ITK0717A	16,589.07	12-172A	P06708	00077273	07/18/2012
			<b>Vendor Total:</b>		<b>16,589.07</b>				
MW OH	ANAHEIM FULLERTON TOWING V006631	TOWING SERVICES	103041-6181	TK0724D	5,453.25	MAY 12	P05558	00077299	07/25/2012
			<b>Vendor Total:</b>		<b>5,453.25</b>				
MW OH	AT&T V004144	JUNE PHONE CHARGES	431010-6215 Telephone	ITK0724A	1,450.48	071212		00077301	07/25/2012
			<b>Vendor Total:</b>		<b>1,450.48</b>				
MW OH	AT&T V004144	JUNE PHONE CHARGES	296561-6215 Telephone	ITK0724A	139.65	071212		00077301	07/25/2012
			<b>Vendor Total:</b>		<b>139.65</b>				
MW OH	BARTA, LAURA V008491	DEPOSIT REFUND-TRI CITY	100000-4385 / 79188-4385 Facility Rental	ITK0724A	100.00	81303		00077302	07/25/2012
			<b>Vendor Total:</b>		<b>100.00</b>				
MW IP	BLAIS & ASSOCIATES V008128	JUNE GRANT RESEARCH	101511-6001 Management Consulting Services	ITK0717A	250.00	06-2012-PL1	P06497	00077274	07/18/2012
			<b>Vendor Total:</b>		<b>250.00</b>				
MW OH	BUDD, LAUREN V007772	DEPOSIT REFUND-TRICITY	100000-4385 / 79188-4385 Facility Rental	ITK0724A	100.00	81098		00077303	07/25/2012
			<b>Vendor Total:</b>		<b>100.00</b>				
MW OH	CABUG, JENNIFER V008485	DEPOSIT REFUND-TRI CITY	100000-4385 / 79188-4385 Facility Rental	ITK0724A	100.00	81311		00077304	07/25/2012
			<b>Vendor Total:</b>		<b>100.00</b>				

**City of P'ntia**  
**Warrant Register**  
**For 07/25/2012**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
MW OH	V005587	CALIFORNIA STATE CONTR OFFSET PROGAM DEBT COLLECTI	102021-6099 Other Professional Services	ITK0724A	21.35 23366	P07287	00077305	07/25/2012
				<b>Vendor Total:</b>	<b>21.35</b>			
MW OH	V006510	CALIFORNIA STATE UNIVEI MAY CSUF PD IMPOUND FEES	103041-6183 CSUF PD Reimburse Impound Fet	TK0724D	1,151.11 MAY 12 CSUF P05560	P05560	00077306	07/25/2012
				<b>Vendor Total:</b>	<b>1,151.11</b>			
MW OH	V003545	CARRASCO, RODOLFO	100000-4385 / 79161-4385 Facility Rental	ITK0724A	150.00 81300		00077307	07/25/2012
				<b>Vendor Total:</b>	<b>150.00</b>			
MW OH	V000771	CARWASH OF AMERICA	433658-6301 Special Department Supplies	ITK0724A	546.83 0601A		00077308	07/25/2012
				<b>Vendor Total:</b>	<b>546.83</b>			
MW IP	V008124	CBE	431010-6230 Printing & Binding	ITK0717A	334.51 IN1450451	P07044	00077275	07/18/2012
MW IP	V008124	CBE	431010-6230 Printing & Binding	ITK0717A	322.69 IN1450452	P07045	00077275	07/18/2012
				<b>Vendor Total:</b>	<b>657.20</b>			
MW OH	V007045	CCMS INC.	333523-6899 / 30022-6899 Other Capital Outlay	TK0724D	1,750.00 12-11	P07027	00077309	07/25/2012
				<b>Vendor Total:</b>	<b>1,750.00</b>			
MW IP	V003755	CDW GOVERNMENT INC.	422023-6135 Repair/Maint Off Furn & Eqp	ITK0717A	1,151.61 M3000018	P06994	00077276	07/18/2012
				<b>Vendor Total:</b>	<b>1,151.61</b>			
MW OH	V000021	CITY OF ANAHEIM	101005-6299 Other Purchased Services	ITK0724A	650.00 CA0010042	P07269	00077310	07/25/2012
				<b>Vendor Total:</b>	<b>650.00</b>			
MW OH	V000125	CITY OF BREA	431010-6230 Printing & Binding	ITK0724A	67.63 6-411	P05920	00077311	07/25/2012
				<b>Vendor Total:</b>	<b>67.63</b>			

**City of P ntia**  
**Warrant Register**  
**For 07/25/2012**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	CITY OF CLAREMONT V006053	MARCH LEGAL SERVICES	101005-6005 Legal Services	TK0724D	1,966.44	36258	P07295	00077312	07/25/2012
				<b>Vendor Total:</b>	<b>1,966.44</b>				
MW OH	CITY OF FOUNTAIN VALLE V008461	COMMANDERS MEETING TRAINING	103042-6250 Staff Training	ITK0724A	17.00	507347	P07268	00077313	07/25/2012
				<b>Vendor Total:</b>	<b>17.00</b>				
MW IP	CITY OF FULLERTON V000385	MAY SHARED SIGNAL MAINT	0010-1224 AR/City of Fullerton	ITK0717A	179.53	AR096409	P06918	00077277	07/18/2012
				<b>Vendor Total:</b>	<b>179.53</b>				
MW OH	CLARK, YVONNE V008483	SWIM CLASS REFUND	100000-4340 / 79510-4385 Recreation Programs	ITK0724A	50.00	81320		00077314	07/25/2012
				<b>Vendor Total:</b>	<b>50.00</b>				
MW OH	COMMUNITY SENIOR SERV V008148	JUNE KITCHEN SUPERVISOR	104071-6099 / 79278-6099 Other Professional Services	ITK0724A	1,145.97	0006489-IN	P06542	00077315	07/25/2012
				<b>Vendor Total:</b>	<b>1,145.97</b>				
MW IP	COMPUTER SERVICES COM V000258	JUNE PREVENTIVE SIGNAL MAIN	103652-6099 Other Professional Services	ITK0717A	2,580.00	3858-96	P06924	00077278	07/18/2012
				<b>Vendor Total:</b>	<b>2,580.00</b>				
MW OH	COOPER, SHANNON V007707	PARTIAL SWIM CLASS REFUND	100000-4340 / 79510-4340 Recreation Programs	ITK0724A	20.00	81259		00077316	07/25/2012
				<b>Vendor Total:</b>	<b>20.00</b>				
MW OH	COUNTRY CARE PET RESOF V004422	K9 BOARDING	103041-6301 Special Department Supplies	ITK0724A	208.00	4275	P07271	00077317	07/25/2012
				<b>Vendor Total:</b>	<b>208.00</b>				
MW OH	CRON & ASSOC TRANSCRIP V001603	TRANSCRIPTION SERVICES	103040-6290 / 50072-6290 Dept. Contract Services	ITK0724A	412.50	3655	P07272	00077318	07/25/2012
				<b>Vendor Total:</b>	<b>412.50</b>				
MW OH	DALEY & HEFT ATTORNEY V005914	MARCH-APRIL LEGAL SERVICES	404582-6006 / 10028-6006 Litigation	ITK0724A	1,756.39	40606	P07282	00077319	07/25/2012
				<b>Vendor Total:</b>	<b>412.50</b>				

**City of P...ntia  
Warrant Register  
For 07/25/2012**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
MW OH	DATA TICKET INC. V006119	JUNE AR COLLECTION SRVS	102021-6025 Third Party Administration	Vendor Total: ITK0724A	1,756.39 1,368.00 41955	P07299	00077320	07/25/2012
MW OH	DEL GIORGIO, COREE V008495	PARTIAL SWIM CLASS REFUND	100000-4340 / 79510-4340 Recreation Programs	Vendor Total: ITK0724A	1,368.00 55.00 81224		00077321	07/25/2012
MW IP	DELL MARKETING L.P. V000301	APC BATTERY REPLACEMENT	422023-6135 Repair/Maint Off Furn & Eqp	Vendor Total: ITK0717A	55.00 724.06 XFTFCXK81	P06995	00077279	07/18/2012
MW OH	DEMPSEY, STEPHANIE V008493	DEPOSIT REFUND-AGUIRRE	100000-4385 / 79160-4385 Facility Rental	Vendor Total: ITK0724A	724.06 100.00 81301		00077322	07/25/2012
MW OH	DENNIS, YVONNE V008459	SWIMMING POOL BOND RELEASE	0044-2045 Construction Deposits(Swim)	Vendor Total: ITK0724A	100.00 500.00 072312	P07298	00077323	07/25/2012
MW OH	DEPARTMENT OF JUSTICE V000213	LIVESCAN FINGERPRINTING	101512-6099 Other Professional Services	Vendor Total: ITK0724A	500.00 1,109.00 918270	P05891	00077324	07/25/2012
MW OH	DEPARTMENT OF TRANSPC V007722	JAN-MAR SIGNAL/LIGHTING FEES	103652-6132 Repair & Maintenance/Streets	Vendor Total: ITK0724A	1,109.00 14.21 SL120757	P07262	00077325	07/25/2012
MW OH	DEROUEN, HELEN V008488	DEPOSIT REFUND-TRI CITY	100000-4385 / 79188-4385 Facility Rental	Vendor Total: ITK0724A	14.21 100.00 81307		00077326	07/25/2012
MW OH	DIAZ, FRANCISCO V008490	DEPOSIT REFUND-TRI CITY	100000-4385 / 79188-4385 Facility Rental	Vendor Total: ITK0724A	100.00 100.00 81304		00077327	07/25/2012
MW OH	DIGITAL MAP PRODUCTS	CITY GIS PAYMENT	422023-6136	Vendor Total: ITK0724A	100.00 20,000.00 006353	P07293	00077328	07/25/2012

**City of P...ntia  
Warrant Register  
For 07/25/2012**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
	V001662		Software Maintenance					
MW OH	EATHERTON, AMY V008481	SWIM CLASS REFUND	100000-4340 / 79510-4340 Recreation Programs	Vendor Total: ITK0724A	20,000.00 35.00 81088		00077329	07/25/2012
MW OH	EMPIRE PIPE CLEANING AN SEWER CLEANING V003109		484376-6120 R & M/Sewer & Storm Drain	Vendor Total: ITK0724A	35.00 26,607.75 8927	P07292	00077330	07/25/2012
MW OH	ERNSTER LAW OFFICES V006486	MAY LEGAL SERVICES	404582-6210 / 10030-6210 Liability Claims	Vendor Total: TK0724B	26,607.75 202.50 16689	P07281	00077331	07/25/2012
MW OH	FERGUSON PRAET & SHERA V000396	MAY LEGAL SERVICES	404582-6006 / 10031-6006 Litigation	Vendor Total: TK0724B	202.50 3,063.65 16237	P07280	00077332	07/25/2012
MW OH	FERGUSON PRAET & SHERA V000396	MAY LEGAL SERVICES	404582-6006 / 10032-6006 Litigation	Vendor Total: TK0724B	963.00 16195	P07283	00077332	07/25/2012
MW IP	GALVIN PRESERVATION AS JUNE ENV DOC PREP V007957		333552-6015 / 6108815155-6015 Engineering Services	Vendor Total: ITK0717A	4,026.65 16,851.60 120705-187	P06008	00077280	07/18/2012
MW OH	GARCIA, EUNICE V008474	SWIM CLASS REFUND	100000-4340 / 79510-4340 Recreation Programs	Vendor Total: TK0724B	16,851.60 50.00 81298		00077333	07/25/2012
MW OH	GARDNER, MELODY V008500	SWIM CLASS REFUND	100000-4340 / 79510-4340 Recreation Programs	Vendor Total: TK0724D	50.00 27.50 81482		00077334	07/25/2012
MW OH	GOLDEN STATE WATER CO V000928	JUNE WATER CHARGES	431010-6335 Water	Vendor Total: TK0724B	27.50 1,193.19 071212		00077335	07/25/2012
MW OH	GOLDEN STATE WATER CO V000928	MAY-JUNE WATER CHARGES	431010-6335 Water	Vendor Total: TK0724B	4,492.59 071612		00077335	07/25/2012

**City of P nfnia**  
**Warrant Register**  
**For 07/25/2012**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	GOLDEN STATE WATER CO V000928	MAY-JUNE WATER CHARGES	296561-6335 Water	TK0724B	2,411.94	071612		00077335	07/25/2012
				<b>Vendor Total:</b>	<b>8,097.72</b>				
MW OH	GOMEZ, SANDRA V008484	SWIMM CLASS TRANSFER REFUN	100000-4340 / 79510-4385 Recreation Programs	TK0724B	15.00	81312		00077336	07/25/2012
				<b>Vendor Total:</b>	<b>15.00</b>				
MW IP	HAITBRINK ASPHALT PAVI. V008253	RETENTION-PAVING PROJECT	103652-6132 Repair & Maintenance/Streets	ITK0717A	950.26	10167	P06925	00077281	07/18/2012
				<b>Vendor Total:</b>	<b>950.26</b>				
MW OH	HANAUMI, ERIKA V008499	SWIM CLASS REFUND	100000-4340 / 79510-4340 Recreation Programs	TK0724D	35.00	81493		00077337	07/25/2012
				<b>Vendor Total:</b>	<b>35.00</b>				
MW OH	HARRIS & ASSOCIATES V004306	JUNE PAVEMENT MGMT PLAN SR	103550-6015 Engineering Services	TK0724B	3,719.16	17872	P06972	00077338	07/25/2012
				<b>Vendor Total:</b>	<b>3,719.16</b>				
MW OH	HERNANDEZ, CYNTHIA V008489	DEPOSIT REFUND-TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0724B	100.00	81306		00077339	07/25/2012
				<b>Vendor Total:</b>	<b>100.00</b>				
MW IP	HONEYWELL INTERNATIONAL V001388	HVAC MAINTENANCE	433654-6290 Dept. Contract Services	ITK0717A	1,310.45	1018659		00077282	07/18/2012
				<b>Vendor Total:</b>	<b>100.00</b>				
MW OH	HONEYWELL INTERNATIONAL V001388	HVAC MAINT	433654-6290 Dept. Contract Services	TK0724B	8,672.50	3572833	P07332	00077340	07/25/2012
				<b>Vendor Total:</b>	<b>9,982.95</b>				
MW OH	HUSSAINI, SYEDA V008147	DEPOSIT REFUND-KRAEMER	100000-4385 / 79175-4385 Facility Rental	TK0724B	100.00	81310		00077341	07/25/2012
				<b>Vendor Total:</b>	<b>100.00</b>				
MW OH	INTERNAL CONTROL V000504	PRE EMPLOYMENT POLYGRAPH I	103043-6099 Other Professional Services	TK0724B	125.00	10422	P07270	00077342	07/25/2012
				<b>Vendor Total:</b>	<b>125.00</b>				
				<b>Vendor Total:</b>	<b>125.00</b>				

**City of P...ntia  
Warrant Register  
For 07/25/2012**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
MW OH	JACOBUS, JAN V005199	SUMMER INSTRUCTOR PAYMENT	104071-6060 / 79148-6060 Instructional Services	TK0724B	187.20 SUMMER 12	P07274	00077343	07/25/2012
				<b>Vendor Total:</b>	<b>187.20</b>			
MW OH	KIEFER & ASSOCIATES V006319	LIFEGUARD UNIFORMS	104071-6360 Uniforms	TK0724B	618.50 186586	P07080	00077344	07/25/2012
				<b>Vendor Total:</b>	<b>618.50</b>			
MW OH	KLEIN & WILSON V008149	JUNE LEGAL SERVICES	101005-6006 Litigation	TK0724B	5,664.48 19649	P07297	00077345	07/25/2012
				<b>Vendor Total:</b>	<b>5,664.48</b>			
MW OH	KNIGHT, JENNIFER V008497	CLASS REFUND	100000-4340 / 79140-4340 Recreation Programs	TK0724D	85.00 81473		00077346	07/25/2012
MW OH	KNIGHT, JENNIFER V008497	CLASS REFUND	100000-4340 / 79140-4340 Recreation Programs	TK0724D	14.00 81474		00077346	07/25/2012
				<b>Vendor Total:</b>	<b>99.00</b>			
MW OH	KNOWLES-MCNIFF INC V000558	JUNE SOFTWARE MAINT	422023-6136 Software Maintenance	TK0724B	992.25 90469	P06719	00077347	07/25/2012
				<b>Vendor Total:</b>	<b>992.25</b>			
MW IP	KOA CORPORATION V006654	JUNE TRAFFIC STUDY SRVS	33552-6015 / 61036-6015 Engineering Services	ITK0717A	3,737.00 JB13154X5	P06942	00077283	07/18/2012
				<b>Vendor Total:</b>	<b>3,737.00</b>			
MW OH	LAW OFFICE OF DIMITRI P V008162	JUNE LEGAL SERVICES	101005-6006 Litigation	TK0724B	6,160.00 1208	P07277	00077349	07/25/2012
				<b>Vendor Total:</b>	<b>6,160.00</b>			
MW OH	MARGA-GUTIERREZ, ALICIA V008479	DEPOSIT REFUND-BACKS	100000-4385 / 79161-4385 Facility Rental	TK0724B	150.00 81103		00077350	07/25/2012
				<b>Vendor Total:</b>	<b>150.00</b>			
MW OH	MARQUEZ, GUILLERMO V008478	DEPOSIT REFUND-TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0724B	100.00 81105		00077351	07/25/2012
				<b>Vendor Total:</b>	<b>100.00</b>			

**City of P ntia**  
**Warrant register**  
**For 07/25/2012**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	MAYNOR, DONALD H V007610	APIL-JUNE UUT AUDITING SERVIC	102021-6099 Other Professional Services	TK0724B	1,875.00	28178	P07286	00077352	07/25/2012
			<b>Vendor Total:</b>		<b>1,875.00</b>				
MW OH	MENDEZ, TERESA V008477	PARTIAL SWIM CLASS REFUND	100000-4340 / 79510-4340 Recreation Programs	TK0724B	27.50	81072		00077353	07/25/2012
			<b>Vendor Total:</b>		<b>27.50</b>				
MW OH	MIALI, ELVIN G. V008466	PD TRAINING SEMINAR	101512-6250 Staff Training	TK0724B	600.00	6891	P07267	00077354	07/25/2012
MW OH	MIALI, ELVIN G. V008466	PD TRAINING SEMINAR	103040-6320 Books & Periodicals	TK0724B	600.00	6891	P07267	00077354	07/25/2012
			<b>Vendor Total:</b>		<b>1,200.00</b>				
MW OH	MORIKURI, CHIHIRO V008487	DEPOSIT REFUND-TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0724B	100.00	81308		00077355	07/25/2012
MW OH	MUNISERVICES V007753	APRIL-JUNE UUT AUDITING SERV	102021-6099 Other Professional Services	TK0724B	100.00				
			<b>Vendor Total:</b>		<b>100.00</b>				
MW OH	MUNOZ, MANRIQUE V008407	PARTIAL SOCCER REFUND	100000-4340 / 79148-4340 Recreation Programs	TK0724B	1,875.00	28178	P07285	00077356	07/25/2012
			<b>Vendor Total:</b>		<b>1,875.00</b>				
MW OH	NATIONAL ENVIRONMENT, V008094	CONSULTING SRVS-PRIORITY BA'	101511-6001 Management Consulting Services	TK0724B	74.00	81109	P07173	00077357	07/25/2012
			<b>Vendor Total:</b>		<b>74.00</b>				
MW OH	NAWWARAH, ABU V008476	CLASS REFUND	100000-4340 / 79114-4340 Recreation Programs	TK0724B	2,500.00	126014		00077358	07/25/2012
			<b>Vendor Total:</b>		<b>2,500.00</b>				
MW OH	NAWWARAH, ABU V008476	CLASS REFUND	100000-4340 / 79114-4340 Recreation Programs	TK0724B	34.00	81356		00077359	07/25/2012
			<b>Vendor Total:</b>		<b>39.00</b>				
MW OH	NEXTEL COMMUNICATION V008476	MAY-JUNE PD DATA LINK CHARG	431010-6215	TK0724B	73.00			00077360	07/25/2012
			<b>Vendor Total:</b>		<b>766.58</b>	521311782-051			

**City of P. ntia**  
**Warrant Register**  
**For 07/25/2012**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
	V000670		Telephone					
		<b>Vendor Total:</b>			<b>766.58</b>			
MW OH	OCE IMAGISTICS INC. V006549	JUNE COPIER MAINT	431010-6175 Office Equipment Rental	TK0724B	117.48 417625405	P06427	00077361	07/25/2012
MW OH	OCE IMAGISTICS INC. V006549	JUNE COPIER MAINT	431010-6175 Office Equipment Rental	TK0724B	110.81 417626225	P06427	00077361	07/25/2012
		<b>Vendor Total:</b>			<b>228.29</b>			
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102020-6315 Office Supplies	TK0724B	54.60 0404501	P06427	00077362	07/25/2012
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102020-6315 Office Supplies	TK0724B	67.24 0404521	P06427	00077362	07/25/2012
		<b>Vendor Total:</b>			<b>121.84</b>			
MW IP	ONWARD ENGINEERING V008092	JUNE DESIGN SRVS	333552-6015 / 6110540033-6015 Engineering Services	ITK0717A	4,718.00 1791	P06347	00077284	07/18/2012
		<b>Vendor Total:</b>			<b>4,718.00</b>			
MW IP	ORANGE COUNTY TREASUI V007306	JUNE PARKING CITATIONS	0044-2038 Parking Fines	ITK0712D	6,500.00 062012	P07025	00077265	07/12/2012
		<b>Vendor Total:</b>			<b>6,500.00</b>			
MW OH	ORIGINAL WATERMEN V006320	LIFEGUARD UNIFORMS	104071-6360 Uniforms	TK0724B	1,239.36 19698	P07025	00077363	07/25/2012
MW OH	ORIGINAL WATERMEN V006320	LIFEGUARD UNIFORMS	104071-6360 Uniforms	TK0724B	504.74 19966	P07025	00077363	07/25/2012
		<b>Vendor Total:</b>			<b>1,744.10</b>			
MW OH	ORTIZ-LUIS, LEILA V007676	CLASS REFUND	100000-4340 / 79148-4340 Recreation Programs	TK0724B	193.00 81283	P06010	00077364	07/25/2012
		<b>Vendor Total:</b>			<b>193.00</b>			
MW OH	OVERLAND PACIFIC & CUT V002804	JUNE RIGHT OF WAY SERVICES	333556-6013 / 6102625024-6013 Right of Way Services	TK0724B	617.50 1206022	P06010	00077365	07/25/2012
		<b>Vendor Total:</b>			<b>617.50</b>			

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MW OH	PAPCO IRRIGATION V000799	BACKFLOW TESTING & REPAIR	103655-6290 Dept. Contract Services	TK0724B	300.00	10912	P07263	00077366	07/25/2012
MW OH	PAPCO IRRIGATION V000799	BACKFLOW TESTING & REPAIR	103655-6290 Dept. Contract Services	TK0724B	150.00	10913	P07263	00077366	07/25/2012
MW OH	PAPCO IRRIGATION V000799	BACKFLOW TESTING & REPAIR	103655-6290 Dept. Contract Services	TK0724B	250.00	10916	P07263	00077366	07/25/2012
		<b>Vendor Total:</b>			<b>700.00</b>				
MW OH	PARK, K YOUN V008492	DEPOSIT REFUND-TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0724B	100.00	81302		00077367	07/25/2012
		<b>Vendor Total:</b>			<b>100.00</b>				
MW IP	PARTS SOURCE V000817	VEHICLE PARTS	433658-6134 Vehicle Repair & Maintenance	ITK0718C	49.52	68900	P05477	00077296	07/18/2012
		<b>Vendor Total:</b>			<b>49.52</b>				
MW IP	PATRICKS' MUSIC SCHOOL V006887	SUMMER INSTRUCTOR PAYMENT	104071-6060 / 79128-6060 Instructional Services	ITK0717A	579.15	SUMMER 12	P07126	00077285	07/18/2012
		<b>Vendor Total:</b>			<b>579.15</b>				
MW IP	PELAGIC ENGINEERING V008252	TRAFFIC BATTERY BACK-UP SYS	333552-6185 Construction Services	ITK0717A	69,696.75	6	P06860	00077286	07/18/2012
		<b>Vendor Total:</b>			<b>69,696.75</b>				
MW OH	PINEDA, MILANY V006995	DEPOSIT REFUND-TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0724B	100.00	81305		00077368	07/25/2012
		<b>Vendor Total:</b>			<b>100.00</b>				
MW OH	PLACENTIA STEELERS V005833	DEPOSIT REFUND-BACKS	100000-4385 / 79161-4385 Facility Rental	TK0724B	150.00	81102		00077369	07/25/2012
		<b>Vendor Total:</b>			<b>150.00</b>				
MW OH	QUACH, HUY V008480	SWIM CLASS REFUND	100000-4340 / 79510-4340 Recreation Programs	TK0724B	27.50	81168		00077370	07/25/2012
MW OH	QUACH, HUY V008480	SWIM CLASS REFUND	100000-4340 / 79510-4340 Recreation Programs	TK0724B	27.50	81172		00077370	07/25/2012
MW OH	QUACH, HUY	SWIM CLASS REFUND	100000-4340 / 79510-4340	TK0724B	27.50	81176		00077370	07/25/2012

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	V008480		Recreation Programs						
MW OH	QUACH, HUY V008480	SWIM CLASS REFUND	100000-4340 / 79510-4340 Recreation Programs	TK0724B	160.00	81324		00077370	07/25/2012
		<b>Vendor Total:</b>			<b>242.50</b>				
MW OH	REFLECTION POOLS V008470	SWIMMING POOL BOND RELEASE	0044-2045 Construction Deposits(Swim)	TK0724B	500.00	072312	P07300	00077371	07/25/2012
		<b>Vendor Total:</b>			<b>500.00</b>				
MW OH	REPUBLIC WASTE SERVICE V007205	JUNE REFUSE COLLECTION	374386-6101 Disposal	TK0724C	199,140.04	JUNE 12	P05789	00077372	07/25/2012
		<b>Vendor Total:</b>			<b>199,140.04</b>				
MW OH	ROY JORGENSEN ASSOCIAT V008429	OCT-MAY FACILITY CONDITION	333523-6017 / 6110870011-6017 Special Studies	TK0724C	28,334.19	21035000-1205	P07296	00077373	07/25/2012
MW OH	ROY JORGENSEN ASSOCIAT V008429	MAY FACILITY CONDITION	333523-6017 / 6110870011-6017 Special Studies	TK0724C	1,850.00	21035000-1205	P07296	00077373	07/25/2012
		<b>Vendor Total:</b>			<b>30,184.19</b>				
MW OH	SCHOLASTIC BOOK FAIRS V008435	CCB 2012 CHILDREN'S BOOKS	0044-2040 / 79260-2040 Special Deposits	TK0724C	997.53	35593	P07092	00077374	07/25/2012
		<b>Vendor Total:</b>			<b>997.53</b>				
MW OH	SETO, MARIA V007493	CLASS REFUND	100000-4340 / 79148-4340 Recreation Programs	TK0724C	74.00	81063		00077375	07/25/2012
		<b>Vendor Total:</b>			<b>74.00</b>				
MW OH	SHRED-IT LOS ANGELES V000905	SHRED DOCS	431010-6301 Special Department Supplies	TK0724C	135.27	9400471876	P07278	00077376	07/25/2012
		<b>Vendor Total:</b>			<b>135.27</b>				
MW OH	SHULTZ, JOHN V005979	SWIM CLASS REFUND	100000-4340 / 79510-4340 Recreation Programs	TK0724D	35.00	81432		00077377	07/25/2012
		<b>Vendor Total:</b>			<b>35.00</b>				
MW IP	SHUTTERLAB & CAMERA V007480	PHOTO PROCESSING	103042-6301 / 50100-6301 Special Department Supplies	ITK0717A	36.61	770141	P07037	00077287	07/18/2012
		<b>Vendor Total:</b>			<b>35.00</b>				

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MW IP	SHUTTERLAB & CAMERA V007480	PHOTO PROCESSING	103042-6301 / 50100-6301 Special Department Supplies	ITK0717A	19.68	770149	P07091	00077287	07/18/2012
			<b>Vendor Total:</b>		<b>56.29</b>				
MW OH	SIMPELO, GARY V008482	CLASS REFUND	100000-4340 / 79148-4340 Recreation Programs	TK0724C	40.00	81265		00077378	07/25/2012
MW OH	SIMPELO, GARY V008482	CLASS REFUND	100000-4340 / 79148-4340 Recreation Programs	TK0724C	45.00	81267		00077378	07/25/2012
			<b>Vendor Total:</b>		<b>85.00</b>				
MW OH	SOUTHERN CALIFORNIA EI V000910	MAY-JUNE ELECTRIC CHARGES	296561-6330 Electricity	TK0724C	174.13	071112		00077379	07/25/2012
MW OH	SOUTHERN CALIFORNIA EI V000910	MAY-JUNE ELECTRIC CHARGES	431010-6330 Electricity	TK0724C	17,237.13	071112		00077379	07/25/2012
MW OH	SOUTHERN CALIFORNIA EI V000910	MAY-JUNE ELECTRIC CHARGES	0010-1226 AR/City of Yorba Linda	TK0724C	96.27	071112		00077379	07/25/2012
MW OH	SOUTHERN CALIFORNIA EI V000910	MAY-JUNE ELECTRIC CHARGES	0010-1228 AR/County of Orange	TK0724C	13.52	071112		00077379	07/25/2012
MW OH	SOUTHERN CALIFORNIA EI V000910	MAY-JUNE ELECTRIC CHARGES	103552-6330 Electricity	TK0724C	48.70	071112		00077379	07/25/2012
			<b>Vendor Total:</b>		<b>17,569.75</b>				
MW IP	SPOTLIGHT RETAIL LLC V008228	RECYCLED MATERIAL FURNITUR	504315-6301 / 20039-6301 Special Department Supplies	ITK0717A	2,114.94	30811	P06724	00077288	07/18/2012
			<b>Vendor Total:</b>		<b>2,114.94</b>				
MW OH	SPRINT V006126	JUNE RELAY SERVICES	431010-6215 Telephone	TK0724C	574.62	9506112100046		00077380	07/25/2012
			<b>Vendor Total:</b>		<b>574.62</b>				
MW OH	STAPLES ADVANTAGE V007323	OFFICE SUPPLIES	102020-6315 Office Supplies	TK0724C	18.81	3177337981	P07288	00077381	07/25/2012
			<b>Vendor Total:</b>		<b>18.81</b>				
MW OH	STATE OF CALIFORNIA V000184	JAN-JUNE 12 STRONG MOTION FEI	0044-2030 Strong Motion Fees/Res.	TK0724D	603.33	0101-0331		00077382	07/25/2012

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MW OH	STATE OF CALIFORNIA V000184	JAN-JUNE 12 STRONG MOTION FEES	0044-2035 Strong Motion Fees/Non-Res	TK0724D	184.70	0101-0331		00077382	07/25/2012
MW OH	STATE OF CALIFORNIA V000184	JAN-JUNE 12 STRONG MOTION FEES	0044-2030 Strong Motion Fees/Res.	TK0724D	269.79	0401-0630		00077382	07/25/2012
MW OH	STATE OF CALIFORNIA V000184	JAN-JUNE 12 STRONG MOTION FEES	0044-2035 Strong Motion Fees/Non-Res	TK0724D	123.24	0401-0630		00077382	07/25/2012
		<b>Vendor Total:</b>			<b>1,181.06</b>				
MW IP	STATE OF CALIFORNIA V000239	SR EA 024-606045 CNG SALES TAX	383564-6940 Payments to Other Agencies	ITK0712D	5,289.27	0001 1723 618		00077266	07/12/2012
		<b>Vendor Total:</b>			<b>5,289.27</b>				
MW OH	SUNGARD PUBLIC SECTOR V005987	MAY OS-ASP IT SERVICES	422023-6136 Software Maintenance	TK0724C	240.00	52596	P07290	00077383	07/25/2012
		<b>Vendor Total:</b>			<b>240.00</b>				
MW OH	THE CAVANAUGH LAW GROUP V008468	LEGAL SRVS-BROWN ACT 2ND OP	101005-6005 Legal Services	TK0724C	2,632.00	071012	P07276	00077384	07/25/2012
		<b>Vendor Total:</b>			<b>2,632.00</b>				
MW OH	THE LOAD MAXIMIZER GROUP V008462	HANDLES FOR STAKE BED TRUCK	433658-6301 Special Department Supplies	TK0724C	193.95	P12049	P07261	00077385	07/25/2012
		<b>Vendor Total:</b>			<b>193.95</b>				
MW OH	TIME WARNER CABLE V004450	JUNE CABLE CHARGES	431010-6215 Telephone	TK0724C	1,161.86	062512		00077386	07/25/2012
		<b>Vendor Total:</b>			<b>1,161.86</b>				
MW OH	TORRES, RUTH V008494	DEPOSIT REFUND-WHITTEN	100000-4385 / 79195-4385 Facility Rental	TK0724C	150.00	81299		00077387	07/25/2012
		<b>Vendor Total:</b>			<b>150.00</b>				
MW IP	TURBO DATA SYSTEMS INC V001238	JUNE CITATION PROCESSING	103041-6099 Other Professional Services	ITK0717A	1,484.40	19085	P05838	00077289	07/18/2012
		<b>Vendor Total:</b>			<b>1,484.40</b>				
MW OH	U.S. BANK SUPPLY	CASH DRAWER	102020-6315	TK0724C	286.16	113678	P07291	00077388	07/25/2012

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	V008460		Office Supplies						
		<b>Vendor Total:</b>			<b>286.16</b>				
MW OH	UPASANI, PRASAD V007747	SWIM CLASS REFUND	100000-4340 / 79510-4340 Recreation Programs	TK0724C	35.00	33599		00077389	07/25/2012
		<b>Vendor Total:</b>			<b>35.00</b>				
MW IP	US BANK CORPORATE PAY V005008	GASOLINE	101511-5199 Other Employee Benefits	ITK0717A	77.75	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY V005008	PLAQUE ENGRAVING	101001-6301 Special Department Supplies	ITK0717A	65.29	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY V005008	TONER	103550-6315 Office Supplies	ITK0717A	102.00	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY V005008	BUDGET BINDERS	102021-6230 Printing & Binding	ITK0717A	311.50	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY V005008	EOC ROOM MATERIALS	433654-6399 Other Supplies	ITK0717A	40.06	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY V005008	CREDIT	433654-6399 Other Supplies	ITK0717A	-21.60	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY V005008	EOC ROOM MATERIALS	433654-6399 Other Supplies	ITK0717A	237.29	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY V005008	CONCRETE DRILL BIT	103652-6301 Special Department Supplies	ITK0717A	89.91	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY V005008	EOC ROOM MATERIALS	433654-6399 Other Supplies	ITK0717A	24.45	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY V005008	REKEY SERGANT OFFICE	433654-6399 Other Supplies	ITK0717A	144.60	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY V005008	FENCE REPAIR SUPPLIES	433654-6399 Other Supplies	ITK0717A	113.85	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY V005008	MISC.PW SUPPLIES	433654-6399 Other Supplies	ITK0717A	40.80	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY V005008	KEY A/C, HEATER ROOM	433654-6399	ITK0717A	29.39	JUNE 12		00077290	07/18/2012

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	V005008		Other Supplies						
MW IP	US BANK CORPORATE PAY	REPAIR WELDING MACHINE	433658-6350 Small Tools/Equipment	ITK0717A	136.28	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY	WELDING SUPPLIES	433658-6350 Small Tools/Equipment	ITK0717A	67.00	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY	CHAIN FOR CHAINSAW	0043-1505 Auto Supply Inventory	ITK0717A	31.51	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY	BATTERIES	103652-6301 Special Department Supplies	ITK0717A	20.96	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY	KEYS	433658-6134 Vehicle Repair & Maintenance	ITK0717A	85.44	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY	PAINT CREW SUPPLIES	103652-6301 Special Department Supplies	ITK0717A	515.75	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY	AIR HOSES FOR FUEL STATION	433658-6134 Vehicle Repair & Maintenance	ITK0717A	193.44	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY	UNIT 2525 REPLACE TRANSMISSI	433658-6134 Vehicle Repair & Maintenance	ITK0717A	1,503.68	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY	UNIT 2555 BODY REPAIR	433658-6134 Vehicle Repair & Maintenance	ITK0717A	1,025.00	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY	UNIT 2525 BODY REPAIR	433658-6134 Vehicle Repair & Maintenance	ITK0717A	206.64	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY	MOTORCYCLE HELMET	103041-6360 / 50045-6360 Uniforms	ITK0717A	489.36	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY	WINDOW-TUFFREE	103655-6301 Special Department Supplies	ITK0717A	375.00	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY	GARDEN VALVE	103655-6301 Special Department Supplies	ITK0717A	10.02	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY	MISC PW SUPPLIES	103655-6301 Special Department Supplies	ITK0717A	13.22	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY	WALL REPAIR SUPPLIES	103655-6301 Special Department Supplies	ITK0717A	10.73	JUNE 12		00077290	07/18/2012

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MW IP	US BANK CORPORATE PAY] V005008	BACKFLOW REPAIR	103655-6301 Special Department Supplies	ITK0717A	211.70	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY] V005008	SIDEWALK REPAIR SUPPLIES	103655-6301 Special Department Supplies	ITK0717A	8.23	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY] V005008	LIGHT POLE REPAIR	103655-6301 Special Department Supplies	ITK0717A	19.38	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY] V005008	RESTROOM SUPPLIES	103655-6301 Special Department Supplies	ITK0717A	39.74	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY] V005008	RESTROOM SUPPLIES	103655-6301 Special Department Supplies	ITK0717A	64.65	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY] V005008	SOIL BLEND	103655-6301 Special Department Supplies	ITK0717A	129.30	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY] V005008	PAINT	103655-6301 Special Department Supplies	ITK0717A	48.44	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY] V005008	SOIL BLEND	103655-6301 Special Department Supplies	ITK0717A	129.30	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY] V005008	ELECTRICAL PARTS	103655-6301 Special Department Supplies	ITK0717A	50.71	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY] V005008	SIDEWALK CRACK SEALER	103655-6301 Special Department Supplies	ITK0717A	40.85	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY] V005008	PAINT	103655-6301 Special Department Supplies	ITK0717A	40.82	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY] V005008	LIGHT POLE REPAIR	103655-6301 Special Department Supplies	ITK0717A	17.22	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY] V005008	WOOD-BENCH REPAIR	103655-6301 Special Department Supplies	ITK0717A	49.78	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY] V005008	TABLE/BENCH REPAIR SUPPLIES	103655-6301 Special Department Supplies	ITK0717A	97.74	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY] V005008	LIGHTS-SAMP PARK	103655-6301 Special Department Supplies	ITK0717A	21.33	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY] V005008	GLASS-TUFFREE PARK	103655-6301 Special Department Supplies	ITK0717A	12.93	JUNE 12		00077290	07/18/2012

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	V005008		Special Department Supplies						
MW IP	US BANK CORPORATE PAY	TENNIS COURTS LIGHTS	103655-6301	ITK0717A	226.82	JUNE 12		00077290	07/18/2012
	V005008		Special Department Supplies						
MW IP	US BANK CORPORATE PAY	6/19/12 COUNCIL DINNER	101001-6245	ITK0717A	105.16	JUNE 12		00077290	07/18/2012
	V005008		Meetings & Conferences						
MW IP	US BANK CORPORATE PAY	6/12/12 COUNCIL DINNER	101001-6245	ITK0717A	54.91	JUNE 12		00077290	07/18/2012
	V005008		Meetings & Conferences						
MW IP	US BANK CORPORATE PAY	6/5/12 COUNCIL DINNER	101001-6245	ITK0717A	17.54	JUNE 12		00077290	07/18/2012
	V005008		Meetings & Conferences						
MW IP	US BANK CORPORATE PAY	6/5/12 COUNCIL DINNER	101001-6245	ITK0717A	32.91	JUNE 12		00077290	07/18/2012
	V005008		Meetings & Conferences						
MW IP	US BANK CORPORATE PAY	TONER	103650-6315	ITK0717A	52.31	JUNE 12		00077290	07/18/2012
	V005008		Office Supplies						
MW IP	US BANK CORPORATE PAY	BACKFLOW REPLACEMENT	103655-6301	ITK0717A	200.00	JUNE 12		00077290	07/18/2012
	V005008		Special Department Supplies						
MW IP	US BANK CORPORATE PAY	BACKFLOW REPAIR KIT	103655-6301	ITK0717A	74.33	JUNE 12		00077290	07/18/2012
	V005008		Special Department Supplies						
MW IP	US BANK CORPORATE PAY	MISC PW SUPPLIES	103655-6301	ITK0717A	57.01	JUNE 12		00077290	07/18/2012
	V005008		Special Department Supplies						
MW IP	US BANK CORPORATE PAY	IRRIGATION TOPPER	103655-6301	ITK0717A	90.06	JUNE 12		00077290	07/18/2012
	V005008		Special Department Supplies						
MW IP	US BANK CORPORATE PAY	PESTICIDE SEMINAR-NAJERA	103655-6301	ITK0717A	80.00	JUNE 12		00077290	07/18/2012
	V005008		Special Department Supplies						
MW IP	US BANK CORPORATE PAY	SOIL BLEND	103655-6301	ITK0717A	161.63	JUNE 12		00077290	07/18/2012
	V005008		Special Department Supplies						
MW IP	US BANK CORPORATE PAY	AERATOR RENTAL DEPOSIT	103655-6130	ITK0717A	250.00	JUNE 12		00077290	07/18/2012
	V005008		Repair & Maint/Facilities						
MW IP	US BANK CORPORATE PAY	GRASS SEED	103655-6301	ITK0717A	214.64	JUNE 12		00077290	07/18/2012
	V005008		Special Department Supplies						
MW IP	US BANK CORPORATE PAY	IRRIGATION SOLENOID	103655-6301	ITK0717A	248.37	JUNE 12		00077290	07/18/2012
	V005008		Special Department Supplies						

City of P...ntia  
Warrant Register  
For 07/25/2012

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW IP	US BANK CORPORATE PAY V005008	IRRIGATION CLOCK BATTERIES	103655-6301 Special Department Supplies	ITK0717A	25.82	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY V005008	CREDIT	103655-6130 Repair & Maint/Facilities	ITK0717A	-101.96	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY V005008	MISC PW SUPPLIES	103655-6301 Special Department Supplies	ITK0717A	30.06	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY V005008	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	ITK0717A	93.04	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY V005008	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	ITK0717A	12.83	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY V005008	SERVE DAY PAINT SUPPLIES	103655-6301 Special Department Supplies	ITK0717A	17.68	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY V005008	SERVE DAY PAINT SUPPLIES	103655-6301 Special Department Supplies	ITK0717A	100.90	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY V005008	SERVE DAY PAINT SUPPLIES	103655-6301 Special Department Supplies	ITK0717A	117.51	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY V005008	BASKETBALL NETS	103655-6301 Special Department Supplies	ITK0717A	186.62	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY V005008	BALLFIELD REPAIR SUPPLIES	103655-6301 Special Department Supplies	ITK0717A	12.36	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY V005008	MOWER TIE STRAPS	103655-6301 Special Department Supplies	ITK0717A	50.60	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY V005008	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	ITK0717A	75.30	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY V005008	TONER	104070-6315 Office Supplies	ITK0717A	138.00	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY V005008	AIRFARE-NELSON	101001-6245 Meetings & Conferences	ITK0717A	421.60	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY V005008	LETTERHEAD PAPER	431010-6230 Printing & Binding	ITK0717A	34.53	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY V005008	LETTERHEAD PAPER	101514-6315	ITK0717A	18.02	JUNE 12		00077290	07/18/2012

**City of Ponia**  
**Warrant Register**  
**For 07/25/2012**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V005008		Office Supplies						
MW IP	US BANK CORPORATE PAY] COUNCIL DINNER V005008		101001-6245 Meetings & Conferences	ITK0717A	54.23	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY] AIRFARE-PISCHEL V005008		101512-6245 Meetings & Conferences	ITK0717A	439.60	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY] UNIT 2525 REPLACE TRANSMISSI V005008		433658-6134 Vehicle Repair & Maintenance	ITK0717A	1,000.01	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY] SR. CENTER SUPPLIES V005008		0044-2040 / 79278-2040 Special Deposits	ITK0717A	33.82	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY] SUMMER INSERVICE SUPPLIES V005008		104071-6301 Special Department Supplies	ITK0717A	178.07	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY] CPR/FIRST AID TRAINING V005008		104071-6250 Staff Training	ITK0717A	266.00	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY] CPR/FIRST AID TRAINING V005008		104071-6250 Staff Training	ITK0717A	266.00	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY] SOFTWARE PROGRAM V005008		104071-6301 Special Department Supplies	ITK0717A	14.73	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY] SR. CENTER SUPPLIES V005008		0044-2040 / 79278-2040 Special Deposits	ITK0717A	43.94	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY] HELIUM TANK REFILL V005008		104071-6301 Special Department Supplies	ITK0717A	16.10	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY] SR. CENTER SUPPLIES V005008		0044-2040 / 79278-2040 Special Deposits	ITK0717A	162.71	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY] HELIUM TANK REFILL V005008		104071-6301 Special Department Supplies	ITK0717A	142.23	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY] CPR/FIRST AID TRAINING V005008		104071-6250 Staff Training	ITK0717A	14.00	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY] CPR/FIRST AID TRAINING V005008		104071-6250 Staff Training	ITK0717A	133.00	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY] SR. CENTER SUPPLIES V005008		0044-2040 / 79278-2040 Special Deposits	ITK0717A	125.35	JUNE 12		00077290	07/18/2012

**City of Fontana**  
**Warrant Register**  
**For 07/25/2012**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW IP	US BANK CORPORATE PAY V005008	DEPOSIT-CAR SHOW ARTWORK	0044-2040 / 79392-2040 Special Deposits	ITK0717A	700.00	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY V005008	BUSINESS MEAL-DE LA TORRE	101514-6245 Meetings & Conferences	ITK0717A	8.03	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY V005008	CONF TRANSPORTATION-DE LA TORRE	101512-6250 Staff Training	ITK0717A	44.25	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY V005008	BUSINESS MEAL-DE LA TORRE	101512-6250 Staff Training	ITK0717A	17.09	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY V005008	AIRPORT PARKING-DE LA TORRE	101512-6250 Staff Training	ITK0717A	20.00	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY V005008	RED CROSS TRAINING	101512-6250 Staff Training	ITK0717A	35.00	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY V005008	AUDIO TAPE CONVERSION TO CD	103042-6301 / 50100-6301 Special Department Supplies	ITK0717A	129.30	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY V005008	SHIPPING CHARGES	103040-6325 / 50040-6325 Postage	ITK0717A	11.02	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY V005008	TAPE CONVERSION TO CD/DVD	103042-6301 / 50100-6301 Special Department Supplies	ITK0717A	366.35	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY V005008	TONER	103040-6315 / 50100-6315 Office Supplies	ITK0717A	136.21	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY V005008	NARCOTICS TEST KITS	103041-6301 / 50040-6301 Special Department Supplies	ITK0717A	336.65	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY V005008	BATTERIES	103043-6350 / 50040-6350 Small Tools/Equipment	ITK0717A	59.18	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY V005008	SUPPLIES-CONCERT IN THE PARK	104071-6301 Special Department Supplies	ITK0717A	23.96	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY V005008	SPECIAL EVENT SUPPLIES	104071-6301 Special Department Supplies	ITK0717A	192.75	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY V005008	SUPPLIES-CONCERT IN THE PARK	104074-6301 Special Department Supplies	ITK0717A	89.73	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY V005008	PHOTO CONTEST TROPHIES	104074-6301	ITK0717A	66.81	JUNE 12		00077290	07/18/2012

**City of P...ntia**  
**Warrant Register**  
**For 07/25/2012**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V005008		Special Department Supplies						
MW IP	US BANK CORPORATE PAY	LABELS	104071-6301	ITK0717A	28.00	JUNE 12		00077290	07/18/2012
	V005008		Special Department Supplies						
MW IP	US BANK CORPORATE PAY	MAC MINI COMPUTER	441573-6365	ITK0717A	988.07	JUNE 12		00077290	07/18/2012
	V005008		Computer Software						
MW IP	US BANK CORPORATE PAY	ONLINE REGISTRATION SECURITY	422023-6136	ITK0717A	399.00	JUNE 12		00077290	07/18/2012
	V005008		Software Maintenance						
MW IP	US BANK CORPORATE PAY	SLI 2 HOTEL-BUSSE	103043-6250	ITK0717A	283.65	JUNE 12		00077290	07/18/2012
	V005008		Staff Training						
MW IP	US BANK CORPORATE PAY	SLI REG-AUDISS	103041-6250	ITK0717A	286.23	JUNE 12		00077290	07/18/2012
	V005008		Staff Training						
MW IP	US BANK CORPORATE PAY	OCGIA REG-MCKENZIE	213041-6250	ITK0717A	25.75	JUNE 12		00077290	07/18/2012
	V005008		Staff Training						
MW IP	US BANK CORPORATE PAY	OCGIA REG-UCEDA	213041-6250	ITK0717A	25.75	JUNE 12		00077290	07/18/2012
	V005008		Staff Training						
MW IP	US BANK CORPORATE PAY	AIRFARE-MILLSAP	103041-6250	ITK0717A	186.60	JUNE 12		00077290	07/18/2012
	V005008		Staff Training						
MW IP	US BANK CORPORATE PAY	AIRFARE-AUDISS	103041-6250	ITK0717A	186.60	JUNE 12		00077290	07/18/2012
	V005008		Staff Training						
MW IP	US BANK CORPORATE PAY	AIRFARE-AUDISS	103041-6250	ITK0717A	271.60	JUNE 12		00077290	07/18/2012
	V005008		Staff Training						
MW IP	US BANK CORPORATE PAY	FASTRAK	101511-5199	ITK0717A	30.00	JUNE 12		00077290	07/18/2012
	V005008		Other Employee Benefits						
MW IP	US BANK CORPORATE PAY	GASOLINE	101511-5199	ITK0717A	68.45	JUNE 12		00077290	07/18/2012
	V005008		Other Employee Benefits						
MW IP	US BANK CORPORATE PAY	GASOLINE	101511-5199	ITK0717A	73.32	JUNE 12		00077290	07/18/2012
	V005008		Other Employee Benefits						
MW IP	US BANK CORPORATE PAY	GASOLINE	101511-5199	ITK0717A	59.95	JUNE 12		00077290	07/18/2012
	V005008		Other Employee Benefits						
MW IP	US BANK CORPORATE PAY	GASOLINE	101511-5199	ITK0717A	76.98	JUNE 12		00077290	07/18/2012
	V005008		Other Employee Benefits						

City of P...ntia  
Warrant Register  
For 07/25/2012

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW IP	US BANK CORPORATE PAY/ V005008	FASTRAK	101511-5199 Other Employee Benefits	ITK0717A	30.00	JUNE 12		00077290	07/18/2012
MW IP	US BANK CORPORATE PAY/ V005008	JUNE CAL CARD PAYMENT	431010-6301 Special Department Supplies	ITK0717A	132.00	JUNE 12		00077290	07/18/2012
			<b>Vendor Total:</b>		<b>18,298.11</b>				
MW OH	VELASQUEZ, AILEEN V008107	CLASS REFUND	100000-4340 / 79148-4340 Recreation Programs	TK0724D	54.00	81407		00077390	07/25/2012
			<b>Vendor Total:</b>		<b>54.00</b>				
MW IP	VT ELECTRIC INC V006349	REFUND-BUSINESS LICENSE	100000-4102 Business License Admin Fee	ITK0717A	9.00	71012A		00077291	07/18/2012
MW IP	VT ELECTRIC INC V006349	REFUND-BUSINESS LICENSE	100000-4120 Contractors	ITK0717A	105.00	71012A		00077291	07/18/2012
			<b>Vendor Total:</b>		<b>114.00</b>				
MW OH	WAXIE SANITARY SUPPLY V001132	WAX/FLOOR STRIPPER	433654-6130 Repair & Maint/Facilities	TK0724C	871.49	73346058	P07265	00077391	07/25/2012
			<b>Vendor Total:</b>		<b>871.49</b>				
MW OH	WEST COAST ARBORISTS IN V001124	JUNE RIGHT OF WAY TREE TRIMM	0044-2039 Tree Trimming Deposits	TK0724C	3,565.71	81483		00077392	07/25/2012
MW IP	WEST COAST ARBORISTS IN V001124	JUNE RIGHT-OF-WAY TREE TRIMM	0044-2039 Tree Trimming Deposits	ITK0717A	342.70	81317	P06586	00077292	07/18/2012
			<b>Vendor Total:</b>		<b>3,908.41</b>				
MW OH	WESTERN TRANSIT V008280	JUNE SR. TRANSPORTATION	194315-6401 Community Programs	TK0724C	3,257.73	21770	P06874	00077393	07/25/2012
			<b>Vendor Total:</b>		<b>3,257.73</b>				
MW IP	WILLDAN ASSOCIATES V001127	MAY ENGINEERING SERVICES	103550-6015 Engineering Services	ITK0717A	6,860.00	003-13586	P05497	00077293	07/18/2012
MW IP	WILLDAN ASSOCIATES V001127	MAY TRAFFIC SIGNAL SRVS	333552-6015 / 61095-6015 Engineering Services	ITK0717A	1,160.00	006-11416	P06922	00077293	07/18/2012
			<b>Vendor Total:</b>		<b>8,020.00</b>				
MW IP	WILLDAN ENGINEERING	CROSSING GUARD WARRANT STU	103550-6015	ITK0717A	3,165.00	611412	P07002	00077294	07/18/2012

**City of P'ntia**  
**Warrant Register**  
**For 07/25/2012**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V006688		Engineering Services						
MW IP	WRIGHT EXPRESS V007269	JUNE PD FUEL CHARGES	433658-6345 Gasoline & Diesel Fuel	Vendor Total: ITK0717A	3,165.00 2,038.51	29815686	P06923	00077295	07/18/2012
MW OH	YAM, BRIAN V008457	SWIM CLASS REFUND	100000-4340 / 79510-4340 Recreation Programs	Vendor Total: TK0724D	2,038.51 35.00	81426		00077394	07/25/2012
MW OH	YORBA LINDA WATER DISI V001148	JUNE WATER CHARGES	431010-6335 Water	Vendor Total: TK0724C	35.00 1,563.57	070912		00077395	07/25/2012
MW OH	YORBA LINDA WATER DISI V006633	MAY SEWER CHARGES	484356-6297 Billing Services	Vendor Total: TK0724C	1,563.57 250.00	8414		00077396	07/25/2012
MW OH	YORBA LINDA WATER DISI V006633	JUNE SEWER CHARGES	484356-6297 Billing Services	TK0724C	250.00	8414A		00077396	07/25/2012
MW OH	ZUMAR INDUSTRIES INC V001156	STREET SIGNS	103652-6310 Street Signs	Vendor Total: TK0724C	500.00 1,864.98	138880	P07264	00077397	07/25/2012
				Vendor Total:	1,864.98				
				Type Total:	553,898.47				
				Warrant Total:	553,898.47				

City of Placentia  
 Successor Agency - Warrant Register  
 For 08/07/2012  
 FY 11/12

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
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Grand Total: 27,766.62

Warrant Totals by ID	
AP	27,766.62
EP	0.00
IP	0.00
OP	0.00

Fund Name	Warrant Totals by Fund
410-RDA Capital Projects	27,766.62

Void Total: 0.00  
 Warrant Total: 27,766.62

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

Warrant Total: 27,766.62

**1d**  
**August 7, 2012**

**City of Fontana**  
**Successor Agency - warrant Register**  
**For 07/25/2012**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ARCZYNSKI, ANDREW V V005588	JUNE LEGAL SERVICES	357536-6005 Legal Services	TK0724D	198.00	063012A	P07279	00077300	07/25/2012
		<b>Vendor Total:</b>			<b>198.00</b>				
MW IP	COUNTY OF ORANGE TREA V000715	OVERAPPORTIONMENT 2010-11 T	357536-6410 Property Taxes	ITK0712D	25,195.62	PR8353		00077264	07/12/2012
		<b>Vendor Total:</b>			<b>25,195.62</b>				
MW OH	KOSMONT COMPANIES V006131	JUNE REAL ESTATE ADVISORY	357536-6001 Management Consulting Services	TK0724D	2,373.00	11018.0.18	P05409	00077348	07/25/2012
		<b>Vendor Total:</b>			<b>2,373.00</b>				
		<b>Type Total:</b>			<b>27,766.62</b>				
		<b>Warrant Total:</b>			<b>27,766.62</b>				

City of Plaquemine  
 Warrant Register  
 For 08/07/2012  
 FY 12/13

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
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**Grand Total:** 652,867.42

Warrant Totals by ID

AP	583,875.41
EP	68,992.01
IP	0.00
OP	0.00

Fund Name	Warrant Totals by Fund
101-General Fund	46,104.77
265-Landscape Maintenance	142.66
275-Sewer Maintenance	259.77
401-City Capital Projects	5,280.00
501-Refuse Administration	130.38
601-Employee Health & Welfare	187,819.32
605-Risk Management	413,059.28
620-Citywide Services	71.24

Void Total: 0.00  
 Warrant Total: 652,867.42

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

Warrant Total: 652,867.42

1e  
 August 7, 2012

**City of P. ntia**  
**Warrant Register**  
**For 07/30/2012**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
EP	ACOSTA, JOAQUIN E000017	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R0719A	258.00	AUGUST 12		00003623	08/01/2012
		<b>Vendor Total:</b>			<b>258.00</b>				
EP	ALDWIR, MAMOUN E000113	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R0719A	1,187.00	AUGUST 12		00003624	08/01/2012
		<b>Vendor Total:</b>			<b>1,187.00</b>				
EP	ANDERSON, MARLA E000071	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R0719A	888.00	AUGUST 12		00003625	08/01/2012
		<b>Vendor Total:</b>			<b>888.00</b>				
EP	ARMSTRONG, JOHN T E000046	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R0719A	1,145.00	AUGUST 12		00003626	08/01/2012
		<b>Vendor Total:</b>			<b>1,145.00</b>				
EP	BABCOCK, CHARLES A E000015	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R0719A	286.00	AUGUST 12		00003627	08/01/2012
		<b>Vendor Total:</b>			<b>286.00</b>				
EP	BEALS, SHARLENE E000076	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R0719A	258.00	AUGUST 12		00003628	08/01/2012
		<b>Vendor Total:</b>			<b>258.00</b>				
EP	BONESCHANS, DENNIS E000020	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R0719A	258.00	AUGUST 12		00003629	08/01/2012
		<b>Vendor Total:</b>			<b>258.00</b>				
EP	BUNNELL, DONALD E000062	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R0719A	628.00	AUGUST 12		00003630	08/01/2012
		<b>Vendor Total:</b>			<b>628.00</b>				
EP	BURGNER, ARTHUR E000074	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R0719A	628.00	AUGUST 12		00003631	08/01/2012
		<b>Vendor Total:</b>			<b>628.00</b>				
EP	CHANDLER, JOHN P E000109	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R0719A	877.00	AUGUST 12		00003632	08/01/2012
		<b>Vendor Total:</b>			<b>877.00</b>				

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EP	CHANG, ROBERT E000107	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R0719A	877.00 1,187.00 AUGUST 12		00003633	08/01/2012
EP	COBBETT, GEOFFREY E000007	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R0719A	1,187.00 258.00 AUGUST 12		00003634	08/01/2012
EP	COOK, ARLENE M E000018	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R0719A	258.00 628.00 AUGUST 12		00003635	08/01/2012
EP	D'AMATO, ROBERT E000056	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R0719A	628.00 758.00 AUGUST 12		00003636	08/01/2012
EP	DAVID, PRESTON E000112	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R0719A	758.00 888.00 AUGUST 12		00003637	08/01/2012
EP	DAVIS, CAROLYN E000005	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R0719A	888.00 628.00 AUGUST 12		00003638	08/01/2012
EP	DELOS SANTOS, JAMIE E000045	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R0719A	628.00 888.00 AUGUST 12		00003639	08/01/2012
EP	DICKSON, ROBERTA JO E000011	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R0719A	888.00 258.00 AUGUST 12		00003640	08/01/2012
EP	DOWNNEY, CAROL E000082	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R0719A	258.00 628.00 AUGUST 12		00003641	08/01/2012
EP	DURNIL, RODNEY	AUG MEDICAL REIMBURSEMENT	395083-5161	Vendor Total: R0719A	628.00 888.00 AUGUST 12		00003642	08/01/2012

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	E000036		Health Insurance Premiums						
EP	ECKENRODE, NORMAN E000029	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R0719A	888.00 628.00	AUGUST 12		00003643	08/01/2012
EP	ELSTRO, ANN M E000027	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R0719A	628.00 628.00	AUGUST 12		00003644	08/01/2012
EP	ESCOBOSA, LILLIAN E000055	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R0719A	628.00 628.00	AUGUST 12		00003645	08/01/2012
EP	ESPINOZA, ROSALINDA E000016	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R0719A	628.00 388.00	AUGUST 12		00003646	08/01/2012
EP	FIGUEROA, DANIEL E000057	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R0719A	388.00 388.00	AUGUST 12		00003647	08/01/2012
EP	FISCHER, HAROLD A E000023	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R0719A	388.00 628.00	AUGUST 12		00003648	08/01/2012
EP	FRICKE, JUERGEN E000075	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R0719A	628.00 680.00	AUGUST 12		00003649	08/01/2012
EP	FULLER, GLENN H E000081	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R0719A	680.00 666.00	AUGUST 12		00003650	08/01/2012
EP	GALLANT, KAREN E000008	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R0719A	666.00 684.29	AUGUST 12		00003651	08/01/2012
				Vendor Total:	684.29				

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EP	GARNER, JO ANN E000047	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R0719A	628.00	AUGUST 12		00003652	08/01/2012
				<b>Vendor Total:</b>	<b>628.00</b>				
EP	GARNER, KITTY E000080	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R0719A	888.00	AUGUST 12		00003653	08/01/2012
				<b>Vendor Total:</b>	<b>888.00</b>				
EP	GOMEZ, DANIEL E000049	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R0719A	758.00	AUGUST 12		00003654	08/01/2012
				<b>Vendor Total:</b>	<b>758.00</b>				
EP	GRIMM, DENNIS L E000042	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R0719A	409.00	AUGUST 12		00003655	08/01/2012
				<b>Vendor Total:</b>	<b>409.00</b>				
EP	HOCH, ELEANOR M E000078	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R0719A	258.00	AUGUST 12		00003656	08/01/2012
				<b>Vendor Total:</b>	<b>258.00</b>				
EP	ICMA RETIREMENT TRUST V000496	P/E 7/7/12 PD DATE 7/13/12	0029-2170 Deferred Comp Payable - ICMA	PY12014	64.50	2995/1201014		00003622	07/12/2012
EP	ICMA RETIREMENT TRUST V000496	P/E 7/7/12 PD DATE 7/13/12	0010-2170 Deferred Comp Payable - ICMA	PY12014	8,651.56	2995/1201014		00003622	07/12/2012
EP	ICMA RETIREMENT TRUST V000496	P/E 7/7/12 PD DATE 7/13/12	0043-2170 Deferred Comp Payable - ICMA	PY12014	50.00	2995/1201014		00003622	07/12/2012
EP	ICMA RETIREMENT TRUST V000496	P/E 7/7/12 PD DATE 7/13/12	0048-2170 Deferred Comp Payable - ICMA	PY12014	119.25	2995/1201014		00003622	07/12/2012
EP	ICMA RETIREMENT TRUST V000496	P/E 7/7/12 PD DATE 7/13/12	0037-2170 Deferred Comp Payable - ICMA	PY12014	122.01	2995/1201014		00003622	07/12/2012
				<b>Vendor Total:</b>	<b>9,007.32</b>				
EP	IRVINE, SUZETTE E000019	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R0719A	758.00	AUGUST 12		00003657	08/01/2012
				<b>Vendor Total:</b>	<b>758.00</b>				
EP	JENKINS, ROBERT	AUG MEDICAL REIMBURSEMENT	395083-5161	R0719A	800.00	AUGUST 12		00003658	08/01/2012
				<b>Vendor Total:</b>	<b>800.00</b>				

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	E000084		Health Insurance Premiums					
EP	JOHNSON, SHARON E000099	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R0719A	800.00 628.00 AUGUST 12		00003659	08/01/2012
EP	JONES, ROBERT E000053	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R0719A	628.00 225.99 AUGUST 12		00003660	08/01/2012
EP	JUDD, TERRELL E000115	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R0719A	225.99 1,187.00 AUGUST 12		00003661	08/01/2012
EP	KIRKLAND, RICHARD L E000110	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R0719A	1,187.00 388.00 AUGUST 12		00003662	08/01/2012
EP	LABORDE, JOHN G E000039	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R0719A	388.00 628.00 AUGUST 12		00003663	08/01/2012
EP	LITTLE, DIANE M E000098	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R0719A	628.00 409.00 AUGUST 12		00003664	08/01/2012
EP	LOWREY, B.J E000041	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R0719A	409.00 279.00 AUGUST 12		00003665	08/01/2012
EP	MAERTZWEILER, MICHAEL SEPT E000032	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R0719A	279.00 628.00 AUGUST 12		00003666	08/01/2012
EP	MANNING, VEDA M E000063	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R0719A	628.00 258.00 AUGUST 12		00003667	08/01/2012
				Vendor Total:	258.00			

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EP	MARMOLEJO, PACO E000068	AUG MEDICAL REIMBURSEMENT	395083-5166 Workers' Comp Premiums	R0719A	1,187.00	AUGUST 12		00003668	08/01/2012
			<b>Vendor Total:</b>		<b>1,187.00</b>				
EP	MILANO, JAMES E000054	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R0719A	758.00	AUGUST 12		00003669	08/01/2012
			<b>Vendor Total:</b>		<b>758.00</b>				
EP	MILLER, RICHARD E000106	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R0719A	877.00	AUGUST 12		00003670	08/01/2012
			<b>Vendor Total:</b>		<b>877.00</b>				
EP	MONTOOTH, MARLENE E000021	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R0719A	258.00	AUGUST 12		00003671	08/01/2012
			<b>Vendor Total:</b>		<b>258.00</b>				
EP	MOORE, LARRY W E000044	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R0719A	1,187.00	AUGUST 12		00003672	08/01/2012
			<b>Vendor Total:</b>		<b>1,187.00</b>				
EP	NAJERA, ROBERT JR E000065	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R0719A	888.00	AUGUST 12		00003673	08/01/2012
			<b>Vendor Total:</b>		<b>888.00</b>				
EP	NISSEN, JANICE E000073	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R0719A	258.00	AUGUST 12		00003674	08/01/2012
			<b>Vendor Total:</b>		<b>258.00</b>				
EP	OLEA, ARLENE J E000014	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R0719A	1,187.00	AUGUST 12		00003675	08/01/2012
			<b>Vendor Total:</b>		<b>1,187.00</b>				
EP	ORTEGA, MANUEL E E000100	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R0719A	740.00	AUGUST 12		00003676	08/01/2012
			<b>Vendor Total:</b>		<b>740.00</b>				
EP	PALMER, GEORGE E000094	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R0719A	877.00	AUGUST 12		00003677	08/01/2012
			<b>Vendor Total:</b>		<b>877.00</b>				

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EP	PASCUA, RAYNALD E000114	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R0719A	877.00 1,187.00 AUGUST 12		00003678	08/01/2012
EP	PASPALL, MIHAJLO E000085	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R0719A	1,187.00 563.98 AUGUST 12		00003679	08/01/2012
EP	PEREZ, ROBERT E000111	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R0719A	563.98 225.99 AUGUST 12		00003680	08/01/2012
EP	PICHON, WALTER E000103	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R0719A	225.99 286.00 AUGUST 12		00003681	08/01/2012
EP	PONCE, EDMUND M E000040	SEPT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R0719A	286.00 258.00 AUGUST 12		00003682	08/01/2012
EP	REDIFER, KIM R E000022	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R0719A	258.00 791.00 AUGUST 12		00003683	08/01/2012
EP	RENDEN, BRIAN E000083	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R0719A	791.00 1,126.00 AUGUST 12		00003684	08/01/2012
EP	REYES, ROGER T E000024	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R0719A	1,126.00 758.00 AUGUST 12		00003685	08/01/2012
EP	RICE, RUSSELL J E000059	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R0719A	758.00 888.00 AUGUST 12		00003686	08/01/2012
EP	RISHER, THOMAS A	AUG MEDICAL REIMBURSEMENT	395083-5161	Vendor Total: R0719A	888.00 758.00 AUGUST 12		00003687	08/01/2012

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	E000013		Health Insurance Premiums						
EP	RITCHIE, SYLVIA E000072	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R0719A	758.00 628.00	AUGUST 12		00003688	08/01/2012
EP	RIVERA, AIDA E000026	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R0719A	628.00 258.00	AUGUST 12		00003689	08/01/2012
EP	ROACH, MICHAEL E000105	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R0719A	258.00 1,145.00	AUGUST 12		00003690	08/01/2012
EP	ROBB, SANDRA E000043	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R0719A	1,145.00 628.00	AUGUST 12		00003691	08/01/2012
EP	ROBERTSON, JAMES S E000093	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R0719A	628.00 271.44	AUGUST 12		00003692	08/01/2012
EP	RODARTE, JOER E000034	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R0719A	271.44 666.00	AUGUST 12		00003693	08/01/2012
EP	ROKOSZ, KEN A E000035	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R0719A	666.00 388.00	AUGUST 12		00003694	08/01/2012
EP	ROSE, RICHARD D E000050	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R0719A	388.00 998.00	AUGUST 12		00003695	08/01/2012
EP	SALE, LEE R E000031	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R0719A	998.00 888.00	AUGUST 12		00003696	08/01/2012
				Vendor Total:	888.00				

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EP	SANCHEZ, LAURA E000058	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R0719A	258.00	AUGUST 12		00003697	08/01/2012
		<b>Vendor Total:</b>			<b>258.00</b>				
EP	SANGOLUISA, ZORA G E000048	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R0719A	258.00	AUGUST 12		00003698	08/01/2012
		<b>Vendor Total:</b>			<b>258.00</b>				
EP	SCHULTZ, DANIEL E000070	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R0719A	388.00	AUGUST 12		00003699	08/01/2012
		<b>Vendor Total:</b>			<b>388.00</b>				
EP	SOMOYA, JOHN P E000089	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R0719A	791.00	AUGUST 12		00003700	08/01/2012
		<b>Vendor Total:</b>			<b>791.00</b>				
EP	SOTO, PHILIP J E000052	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R0719A	628.00	AUGUST 12		00003701	08/01/2012
		<b>Vendor Total:</b>			<b>628.00</b>				
EP	SPRAGUE, GARY A E000064	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R0719A	1,145.00	AUGUST 12		00003702	08/01/2012
		<b>Vendor Total:</b>			<b>1,145.00</b>				
EP	TAYLOR, DAVID M E000088	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R0719A	877.00	AUGUST 12		00003703	08/01/2012
		<b>Vendor Total:</b>			<b>877.00</b>				
EP	THOMANN, DARYLL L E000101	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R0719A	628.00	AUGUST 12		00003704	08/01/2012
		<b>Vendor Total:</b>			<b>628.00</b>				
EP	TOTH, STEVE E000067	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R0719A	791.00	AUGUST 12		00003705	08/01/2012
		<b>Vendor Total:</b>			<b>791.00</b>				
EP	TRIFOS, WILLIAM E000104	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R0719A	1,126.00	AUGUST 12		00003706	08/01/2012
		<b>Vendor Total:</b>			<b>1,126.00</b>				

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EP	VERSTYNEN, WILLIAM E000092	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R0719A	1,126.00	AUGUST 12		00003707	08/01/2012
EP	WAHL, KATHLEEN A E000030	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R0719A	388.00	AUGUST 12		00003708	08/01/2012
EP	WIEST, STEPHEN E000079	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R0719A	258.00	AUGUST 12		00003709	08/01/2012
EP	WORDEN, LARRY M E000116	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R0719A	758.00	AUGUST 12		00003710	08/01/2012
EP	ZAMORA, JERRY E000037	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R0719A	1,126.00	AUGUST 12		00003711	08/01/2012
EP	ZINN, JOHN E000009	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R0719A	877.00	AUGUST 12		00003712	08/01/2012
MW IP	CALIFORNIA PUBLIC EMPLOYEES V006234	AUG MEDICAL PREMIUMS	395000-4715 ISF Health Ins Reimbursement	Vendor Total: ITK0718A	888.00	AUGUST 12		000077267	07/18/2012
MW IP	CALIFORNIA PUBLIC EMPLOYEES V006234	AUG MEDICAL PREMIUMS	395083-5161 Health Insurance Premiums	Type Total: ITK0718A	68,992.01				
MW OH	CALIFORNIA STATE DISBURSEMENTS V004813	P/E 7/7/12 PD DATE 7/13/12	0010-2196 Garnishments W/H	Vendor Total: PY12014	115,500.02	1000000133595		00077267	07/18/2012
MW OH	CALIFORNIA STATE DISBURSEMENTS V004813	P/E 7/7/12 PD DATE 7/13/12	0048-2196 Garnishments W/H	Vendor Total: PY12014	11,000.21	1000000133595		00077267	07/18/2012
MW OH	CALIFORNIA STATE DISBURSEMENTS V004813	P/E 7/7/12 PD DATE 7/13/12	0010-2196 Garnishments W/H	Vendor Total: PY12014	126,500.23			00077254	07/13/2012
MW OH	CALIFORNIA STATE DISBURSEMENTS V004813	P/E 7/7/12 PD DATE 7/13/12	0048-2196 Garnishments W/H	Vendor Total: PY12014	1,039.53	2700/1201014		00077254	07/13/2012
MW OH	CALIFORNIA STATE DISBURSEMENTS V004813	P/E 7/7/12 PD DATE 7/13/12	0048-2196 Garnishments W/H	Vendor Total: PY12014	31.15	2700/1201014		00077254	07/13/2012

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MW OH	CALIFORNIA STATE DISBURSEMENTS V004813	P/E 7/7/12 PD DATE 7/13/12	0029-2196 Garnishments W/H	PY12014	20.77	2700/1201014		00077254	07/13/2012
MW IP	CIVIC PLUS V006674	PERMIT 26 POSTAGE	333552-6185 / 6110540033-6185 Construction Services	<b>Vendor Total:</b> ITK0718A	<b>1,091.45</b> 2,640.00	71612	P07260	00077268	07/18/2012
MW OH	COMMUNITY HEALTH CHA V000192	P/E 7/7/12 PD DATE 7/13/12	0010-2194 CHAD	<b>Vendor Total:</b> PY12014	<b>2,640.00</b> 14.00	2640/1201014		00077255	07/13/2012
MW OH	COMMUNITY HEALTH CHA V000192	P/E 7/7/12 PD DATE 7/13/12	0037-2194 CHAD	PY12014	1.00	2640/1201014		00077255	07/13/2012
MW OH	GREAT WEST V006983	P/E 7/7/12 PD DATE 7/13/12	0029-2172 Deferred Comp Pay. - Gr West	<b>Vendor Total:</b> PY12014	<b>15.00</b> 21.36	2607/1201014		00077256	07/13/2012
MW OH	GREAT WEST V006983	P/E 7/7/12 PD DATE 7/13/12	0010-2172 Deferred Comp Pay. - Gr West	PY12014	758.28	2607/1201014		00077256	07/13/2012
MW OH	GREAT WEST V006983	P/E 7/7/12 PD DATE 7/13/12	0048-2172 Deferred Comp Pay. - Gr West	PY12014	48.93	2607/1201014		00077256	07/13/2012
MW IP	KARAGINES, PETER V007073	JULY,AUG,SEPT LEASE 166 E. LA Facility Rental	103041-6160	<b>Vendor Total:</b> ITK0712C	<b>828.57</b> 15,450.00	071112	P07169	00077252	07/12/2012
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 7/7/12 PD DATE 7/13/12	0037-2176 PCEA/OCEA Assoc Dues	<b>Vendor Total:</b> PY12014	<b>15,450.00</b> 5.77	2610/1201014		00077257	07/13/2012
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 7/7/12 PD DATE 7/13/12	0043-2176 PCEA/OCEA Assoc Dues	PY12014	19.24	2610/1201014		00077257	07/13/2012
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 7/7/12 PD DATE 7/13/12	0048-2176 PCEA/OCEA Assoc Dues	PY12014	23.08	2610/1201014		00077257	07/13/2012
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 7/7/12 PD DATE 7/13/12	0010-2176 PCEA/OCEA Assoc Dues	PY12014	305.95	2610/1201014		00077257	07/13/2012
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 7/7/12 PD DATE 7/13/12	0029-2176	PY12014	11.52	2610/1201014		00077257	07/13/2012

**City of Placentia  
Warrant Register  
For 07/30/2012**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000699		PCEA/OCEA Assoc Dues						
		<b>Vendor Total:</b>			<b>365.56</b>				
MW OH	ORANGE COUNTY SHERIFF V005007	P/E 7/7/12 PD DATE 7/13/12	0048-2196 Garnishments W/H	PY12014	22.50	2714/1201014		00077258	07/13/2012
MW OH	ORANGE COUNTY SHERIFF V005007	P/E 7/7/12 PD DATE 7/13/12	0029-2196 Garnishments W/H	PY12014	15.00	2714/1201014		00077258	07/13/2012
MW OH	ORANGE COUNTY SHERIFF V005007	P/E 7/7/12 PD DATE 7/13/12	0010-2196 Garnishments W/H	PY12014	112.50	2714/1201014		00077258	07/13/2012
		<b>Vendor Total:</b>			<b>150.00</b>				
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 7/7/12 PD DATE 7/13/12	0010-2176 PCEA/OCEA Assoc Dues	PY12014	31.80	2615/1201014		00077259	07/13/2012
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 7/7/12 PD DATE 7/13/12	0048-2176 PCEA/OCEA Assoc Dues	PY12014	2.40	2615/1201014		00077259	07/13/2012
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 7/7/12 PD DATE 7/13/12	0029-2176 PCEA/OCEA Assoc Dues	PY12014	1.20	2615/1201014		00077259	07/13/2012
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 7/7/12 PD DATE 7/13/12	0043-2176 PCEA/OCEA Assoc Dues	PY12014	2.00	2615/1201014		00077259	07/13/2012
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 7/7/12 PD DATE 7/13/12	0037-2176 PCEA/OCEA Assoc Dues	PY12014	0.60	2615/1201014		00077259	07/13/2012
		<b>Vendor Total:</b>			<b>38.00</b>				
MW OH	PLACENTIA POLICE MANAC V000839	P/E 7/7/12 PD DATE 7/13/12	0010-2180 Police Mgmt Assn Dues	PY12014	921.97	2625/1201014		00077260	07/13/2012
		<b>Vendor Total:</b>			<b>921.97</b>				
MW OH	PLACENTIA POLICE OFFICE V003519	P/E 7/7/12 PD DATE 7/13/12	0010-2178 Placentia Police Assoc Dues	PY12014	3,034.81	2620/1201014		00077261	07/13/2012
		<b>Vendor Total:</b>			<b>3,034.81</b>				
MW IP	PRINCIPAL LIFE V008141	JULY DENTAL PREMIUMS	395000-4720 ISF Dental Ins Reimbursement	ITK0718A	595.84	JULY 12		00077269	07/18/2012
MW IP	PRINCIPAL LIFE V008141	JULY DENTAL PREMIUMS	395083-5162 Dental Insurance Premiums	ITK0718A	738.56	JULY 12		00077269	07/18/2012

City of Fontana  
Warrant Register  
For 07/30/2012

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
MW IP	PUBLIC AGENCY RISK SHAI ANNUAL PROPERTY INSURANCE V000241		404582-6201 Liability Insurance Premiums	Vendor Total: ITK0718A	1,334.40 29,817.00 13-114	P07195	00077270	07/18/2012
MW IP	PUBLIC AGENCY RISK SHAI ANNUAL LIABILITY PREMIUM V000241		404582-6201 Liability Insurance Premiums	ITK0718A	381,599.00 13-17	P07234	00077270	07/18/2012
MW IP	PUBLIC AGENCY RISK SHAI COMMERCIAL CRIME BOND V000241		404582-6201 Liability Insurance Premiums	ITK0718A	1,505.00 13-78	P07234	00077270	07/18/2012
MW IP	SIGALOS, DENNIS A. V007072	JULY,AUG,SEPT LEASE 166 E. LA	103041-6160 Facility Rental	Vendor Total: ITK0712C	412,921.00 15,450.00 071112	P07169	00077253	07/12/2012
MW IP	TALX UC eXpress V002944	QUARTERLY CLAIMS MANAGEMEN	404581-6025 Third Party Administration	Vendor Total: ITK0718A	15,450.00 138.28 1098752	P07187	00077271	07/18/2012
MW IP	UNITED STATES POSTAL SE PERMIT 26 FUNDS V001085		333552-6185 / 6110540033-6185 Construction Services	Vendor Total: ITK0718B	138.28 2,640.00 71612A		00077272	07/18/2012
MW OH	UNITED WAY OF ORANGE C V001062	P/E 7/7/12 PD DATE 7/13/12	0037-2193 Charity	Vendor Total: PY12014	2,640.00 1.00 2635/1201014		00077262	07/13/2012
MW OH	UNITED WAY OF ORANGE C V001062	P/E 7/7/12 PD DATE 7/13/12	0010-2193 Charity	PY12014	14.00 2635/1201014		00077262	07/13/2012
MW OH	VANTAGEPOINT TRANSFER P/E V007191	P/E 7/7/12 PD DATE 7/13/12	0010-2170 Deferred Comp Payable - ICMA	Vendor Total: PY12014	15.00 320.37 2606/1201014		00077263	07/13/2012
MW OH	VANTAGEPOINT TRANSFER P/E V007191	P/E 7/7/12 PD DATE 7/13/12	0029-2170 Deferred Comp Payable - ICMA	PY12014	8.31 2606/1201014		00077263	07/13/2012
MW OH	VANTAGEPOINT TRANSFER P/E V007191	P/E 7/7/12 PD DATE 7/13/12	0048-2170 Deferred Comp Payable - ICMA	PY12014	12.46 2606/1201014		00077263	07/13/2012
				Vendor Total:	341.14			

**City of Pennsylvania  
Warrant Register  
For 07/30/2012**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
				Type Total:	583,875.41			
				Warrant Total:	652,867.42			



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL  
VIA: CITY ADMINISTRATOR  
FROM: DIRECTOR OF FINANCE  
DATE: AUGUST 7, 2012  
SUBJECT: **JANUARY – MAY 2012 TREASURER'S REPORTS**

FISCAL  
IMPACT: EXPENSE: NONE

### **SUMMARY:**

The Finance Department has prepared Treasurer's Reports, which present the City's investment portfolio for the period January through May 2012. It includes all investments managed by the City and investments held by trustees.

### **RECOMMENDATION:**

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

1. Receive and File the January – May 2012 Treasurer's Reports

### **DISCUSSION:**

Government Code Section 53646 states that the Treasurer or Chief Financial Officer of the City may render a report on investments at least quarterly to the legislative body. The attached Treasurer's Reports present the City's investment portfolio for the period of January through May 2012. The City Treasurer has reviewed and signed the attached reports.

Reviewed and approved:

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

Reviewed and approved:

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

Attachments: January – May 2012 Treasurer's Reports

**1f**

**August 7, 2012**

# **City of Placentia**

## **CITY TREASURER'S REPORT**

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**January 2012**  
**Fiscal Year 2011-12**



**CITY OF PLACENTIA TREASURER'S REPORT**  
**SUMMARY OF CASH & INVESTMENTS**  
**AS OF JANUARY 31, 2012**

<b>CASH &amp; INVESTMENTS HELD BY CITY</b>				
	Percent of Portfolio	Current Yield	Cost	Market Value
<b><u>Invested</u></b>				
Local Agency Investment Fund	58.10%	0.45%	\$ 9,120,864.24	\$ 9,120,864.24
<b><u>Non-Invested</u></b>				
Checking Accounts	41.90%		\$ 6,578,149.06	\$ 6,578,149.06
<b>Total Cash &amp; Investments Held by City</b>	<b>100.00%</b>		<b>\$ 15,699,013.30</b>	<b>\$ 15,699,013.30</b>

<b>CASH &amp; INVESTMENTS HELD BY FISCAL AGENT</b>				
	Percent of Portfolio	Current Yield	Cost	Market Value
Money Market Mutual Funds	79.75%	0.20%	\$ 2,136,930.79	\$ 2,136,930.79
Federal Agency Securities	20.25%	5.25%	\$ 542,488.43	\$ 557,000.00
<b>Total Cash &amp; Investments Held by FA</b>	<b>100.00%</b>		<b>\$ 2,679,419.22</b>	<b>\$ 2,693,930.79</b>

<b>TOTAL CASH AND INVESTMENTS</b>	
Cash & Investments Held by City and Fiscal Agent - Market Value	\$ 18,392,944.09

**CITY OF PLACENTIA TREASURER'S REPORT  
CASH AND INVESTMENT DETAIL - CITY  
AS OF JANUARY 31, 2012**

<b>HELD BY CITY</b>							
<b>Agency</b>	<b>Investment Description</b>	<b>Coupon Rate</b>	<b>Current Yield</b>	<b>Purchase Date</b>	<b>Maturity Date</b>	<b>Purchase Price</b>	<b>Market Value</b>
<b>CASH:</b>							
Bank of America - General Checking	Account No. 143128-0221	N/A	N/A	Varies	On Demand	\$ 6,305,899.33	\$ 6,305,899.33
Wells Fargo - HCD Rehabilitation	Account No. 7001183	N/A	N/A	Varies	On Demand	\$ 154,551.44	\$ 154,551.44
Wells Fargo - HCD Rehabilitation	Account No. 7601008	N/A	N/A	Varies	On Demand	\$ 147.85	\$ 147.85
Bank of America - Workers' Comp	Account No. 143188-0525	N/A	N/A	Varies	On Demand	\$ 62,357.42	\$ 62,357.42
Bank of America - Healthcare	Account No. 143138-0513	N/A	N/A	Varies	On Demand	\$ 55,193.02	\$ 55,193.02
<b>Total Cash</b>						<b>\$ 6,578,149.06</b>	<b>\$ 6,578,149.06</b>
<b>INVESTMENTS:</b>							
Local Agency Investment Fund	City Account No. 98-30-678	N/A	0.45%	Varies	On Demand	\$ 9,120,864.24	\$ 9,120,864.24
<b>TOTAL CASH &amp; INVESTMENTS HELD BY CITY</b>						<b>\$ 15,699,013.30</b>	<b>\$ 15,699,013.30</b>

**CITY OF PLACENTIA TREASURER'S REPORT**  
**INVESTMENT DETAIL - HELD BY TRUSTEE**  
**AS OF JANUARY 31, 2012**

<b>HELD BY TRUSTEE</b>							
Agency	Investment Description	Coupon Rate	Current Yield	Purchase Date	Maturity Date	Purchase Price	Market Value
<b>2011 Gas Tax Certificates of Participation</b>							
Wells Fargo	Wells Fargo Money Market	N/A	N/A	Varies	Varies	\$ 482,862.38	\$ 482,862.38
<b>2003 Certificate of Participation</b>							
US Bank	US Bank Money Market	N/A	0.20%	Varies	Varies	\$ 776,472.01	\$ 776,472.01
<b>2002 Tax Allocation Bond Series A</b>							
US Bank	First American Treasury Fund	N/A	N/A	Varies	Varies	\$ 70,289.48	\$ 70,289.48
US Bank	United States Treasury Bonds	2.58%	5.17%	Varies	2/1/2012	\$ 218,164.11	\$ 224,000.00
<b>2002 Tax Allocation Bond Series B</b>							
US Bank	First American Treasury Fund	N/A	N/A	Varies	Varies	\$ 102,812.91	\$ 102,812.91
US Bank	United States Treasury Bonds	2.58%	5.17%	Varies	2/1/2012	\$ 324,324.32	\$ 333,000.00
<b>2009 Subordinate Tax Allocation Notes</b>							
US Bank	First American Treasury Fund	N/A	N/A	Varies	Varies	\$ 265,437.50	\$ 265,437.50
<b>2009 Lease Revenue Bond</b>							
US Bank	US Bank Money Market	N/A	0.20%	Varies	Varies	\$ 439,056.51	\$ 439,056.51
<b>TOTAL INVESTMENTS HELD BY TRUSTEE</b>						<b>\$ 2,679,419.22</b>	<b>\$ 2,693,930.79</b>

# CITY OF PLACENTIA TREASURER'S REPORT



## CASH BALANCES

AS OF JANUARY 31, 2012

CITY		
101	General Fund	\$ 4,172,704.93
114	Cash Basis Fund	1,000.00
115	Economic Uncertainty	500,000.00
201	Utility User Tax	233,459.50
205	State Gas Tax	1,087,401.94
206	Gas Tax Bond Fund	4,933,665.54
210	Measure M	157,343.28
215	Air Quality Management	264,131.42
225	Asset Seizure	188,457.58
226	Traffic Offender Fund	11,684.73
230	Supplemental Law Enforcement	87,756.55
235	Park Development	407,381.90
240	Sewer Construction	11,830.12
245	Storm Drain Construction	42,582.30
250	Thoroughfare Construction	37,655.49
255	Underground Utilities	39.57
260	Street Lighting District	(297,329.79)
265	Landscape Maintenance	586,225.56
270	Housing and Community Development	(290,244.10)
275	Sewer Maintenance	2,285,279.17
280	Miscellaneous Grants	1,237,484.28
401	City Capital Projects	(2,200,551.61)
425	Orangethorpe Corridor	-
501	Refuse Administration	1,044,698.08
505	CNG Fueling Station	296,482.70
601	Employee Health & Welfare	(712,868.35)
605	Risk Management	793,347.85
610	Equipment Replacement	(71,641.05)
615	Information Technology	(191,304.68)
620	Citywide Services	(1,040,004.40)
701	Special Deposits	944,420.54
705	H.C.D. Rehabilitation Loans	9,594.90
710	Alta Vista District 85-1	-
715	Community Facilities District	1,542,648.72
	Sub-Total City	16,073,332.67
RDA		
305	RDA Debt Service	(1,855,663.81)
405	Low & Moderate Housing	1,041,264.07
410	RDA Capital Projects	(21,959.98)
	Sub-Total RDA	(836,359.72)
105	Pooled Cash (Investments)	(9,114,637.39)
	TOTAL CASH	\$ 6,122,335.56

**CITY OF PLACENTIA TREASURER'S REPORT  
CERTIFICATION  
AS OF JANUARY 31, 2012**

**TREASURER'S REPORT**

3 Month Projected Cash Requirements (Feb - April 2012): \$8,930,000

3 Month Projected Cash Revenues (Feb - April 2012): \$13,232,725

In compliance with the California Government Code Section 53646 et seq., I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the City's expenditure requirements for the next six months and that all investments are in compliance with the City's Investment Policy.

Submitted By:

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

Approved By:

  
\_\_\_\_\_  
Craig Green, City Treasurer



# CITY OF PLACENTIA TREASURER'S REPORT

DEFICIT CASH TRANSFERS  
AS OF JANUARY 31, 2012

## DEFICIT CASH BALANCES

Fund	Deficit Amount
Street Lighting District	\$ (297,330)
HCD Fund	\$ (290,244)
RDA Debt Service	\$ (1,855,664)
City Capital Projects	\$ (2,200,552)
RDA Capital Projects	\$ (21,960)
Employee Health & Welfare	\$ (712,868)
Equipment Replacement	\$ (71,641)
Information Technology	\$ (191,305)
Citywide Services	\$ (1,040,004)
<b>Total Transfers</b>	<b>\$ (6,681,568)</b>

## FUNDING SOURCE

General Fund	Economic Uncertainty	Landscape Maintenance	Sewer Maintenance	Misc Grants	Refuse Admin	Risk Management	Total Funding Source
\$ 963,068		\$ 79,132	\$ 1,855,664	\$ 1,237,484		\$ 297,330	\$ 297,330
						\$ 211,112	\$ 290,244
							\$ 1,855,664
						\$ 21,960	\$ 2,200,552
		\$ 283,253	\$ 429,615				\$ 712,868
						\$ 71,641	\$ 71,641
						\$ 191,305	\$ 191,305
					\$ 1,040,004		\$ 1,040,004
\$ 963,068	\$ -	\$ 362,385	\$ 2,285,279	\$ 1,237,484	\$ 1,040,004	\$ 793,348	\$ 6,681,568
\$ 4,172,705	\$ 500,000	\$ 586,226	\$ 2,285,279	\$ 1,237,484	\$ 1,044,698	\$ 793,348	\$ 10,619,740
<b>\$ 3,209,637</b>	<b>\$ 500,000</b>	<b>\$ 223,841</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,694</b>	<b>\$ -</b>	<b>\$ 3,938,172</b>

Cash Balance Before Transfer

Cash Available After Transfer

# **City of Placentia**

## **CITY TREASURER'S REPORT**

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**February 2012**  
**Fiscal Year 2011-12**



**CITY OF PLACENTIA TREASURER'S REPORT  
SUMMARY OF CASH & INVESTMENTS  
AS OF FEBRUARY 29, 2012**

<b>CASH &amp; INVESTMENTS HELD BY CITY</b>				
	Percent of Portfolio	Current Yield	Cost	Market Value
<b><u>Invested</u></b>				
Local Agency Investment Fund	66.38%	0.38%	\$ 9,120,864.24	\$ 9,120,864.24
<b><u>Non-Invested</u></b>				
Checking Accounts	33.62%		\$ 4,620,111.08	\$ 4,620,111.08
<b>Total Cash &amp; Investments Held by City</b>	<b>100.00%</b>		<b>\$ 13,740,975.32</b>	<b>\$ 13,740,975.32</b>

<b>CASH &amp; INVESTMENTS HELD BY FISCAL AGENT</b>				
	Percent of Portfolio	Current Yield	Cost	Market Value
Money Market Mutual Funds	75.81%	0.20%	\$ 1,699,706.15	\$ 1,699,706.15
Federal Agency Securities	24.19%	5.25%	\$ 542,488.43	\$ 556,760.49
<b>Total Cash &amp; Investments Held by FA</b>	<b>100.00%</b>		<b>\$ 2,242,194.58</b>	<b>\$ 2,256,466.64</b>

<b>TOTAL CASH AND INVESTMENTS</b>	
Cash & Investments Held by City and Fiscal Agent - Market Value	\$ 15,997,441.96

## CITY OF PLACENTIA TREASURER'S REPORT

### CASH AND INVESTMENT DETAIL - CITY

AS OF FEBRUARY 29, 2012

HELD BY CITY							
Agency	Investment Description	Coupon Rate	Current Yield	Purchase Date	Maturity Date	Purchase Price	Market Value
<b>CASH:</b>							
Bank of America - General Checking	Account No. 143128-0221	N/A	N/A	Varies	On Demand	\$ 4,380,166.10	\$ 4,380,166.10
Wells Fargo - HCD Rehabilitation	Account No. 7001183	N/A	N/A	Varies	On Demand	\$ 154,551.44	\$ 154,551.44
Wells Fargo - HCD Rehabilitation	Account No. 7601008	N/A	N/A	Varies	On Demand	\$ 147.85	\$ 147.85
Bank of America - Workers' Comp	Account No. 143188-0525	N/A	N/A	Varies	On Demand	\$ 42,412.67	\$ 42,412.67
Bank of America - Healthcare	Account No. 143138-0513	N/A	N/A	Varies	On Demand	\$ 42,833.02	\$ 42,833.02
<b>Total Cash</b>						<b>\$ 4,620,111.08</b>	<b>\$ 4,620,111.08</b>
<b>INVESTMENTS:</b>							
Local Agency Investment Fund	City Account No. 98-30-678	N/A	0.38%	Varies	On Demand	\$ 9,120,864.24	\$ 9,120,864.24
<b>TOTAL CASH &amp; INVESTMENTS HELD BY CITY</b>						<b>\$ 13,740,975.32</b>	<b>\$ 13,740,975.32</b>

**CITY OF PLACENTIA TREASURER'S REPORT**  
**INVESTMENT DETAIL - HELD BY TRUSTEE**  
**AS OF FEBRUARY 29, 2012**

<b>HELD BY TRUSTEE</b>							
<b>Agency</b>	<b>Investment Description</b>	<b>Coupon Rate</b>	<b>Current Yield</b>	<b>Purchase Date</b>	<b>Maturity Date</b>	<b>Purchase Price</b>	<b>Market Value</b>
<b>2011 Gas Tax Certificates of Participation</b>							
Wells Fargo	Wells Fargo Money Market	N/A	N/A	Varies	Varies	\$ 482,862.39	\$ 482,862.39
<b>2003 Certificate of Participation</b>							
US Bank	US Bank Money Market	N/A	0.20%	Varies	Varies	\$ 776,500.16	\$ 776,500.16
<b>2002 Tax Allocation Bond Series A</b>							
US Bank	First American Treasury Fund	N/A	N/A	Varies	Varies	\$ 888.87	\$ 888.87
US Bank	United States Treasury Bonds	2.58%	5.23%	Varies	8/1/2012	\$ 218,164.11	\$ 223,903.68
<b>2002 Tax Allocation Bond Series B</b>							
US Bank	First American Treasury Fund	N/A	N/A	Varies	Varies	\$ 383.34	\$ 383.34
US Bank	United States Treasury Bonds	2.58%	5.23%	Varies	8/1/2012	\$ 324,324.32	\$ 332,856.81
<b>2009 Subordinate Tax Allocation Notes</b>							
US Bank	First American Treasury Fund	N/A	N/A	Varies	Varies	\$ -	\$ -
<b>2009 Lease Revenue Bond</b>							
US Bank	US Bank Money Market	N/A	0.20%	Varies	Varies	\$ 439,071.39	\$ 439,071.39
<b>TOTAL INVESTMENTS HELD BY TRUSTEE</b>						<b>\$ 2,242,194.58</b>	<b>\$ 2,256,466.64</b>

# CITY OF PLACENTIA TREASURER'S REPORT



## CASH BALANCES AS OF FEBRUARY 29, 2012

CITY		
101	General Fund	\$ 1,051,581.25
114	Cash Basis Fund	1,000.00
115	Economic Uncertainty	500,000.00
201	Utility User Tax	437,481.20
205	State Gas Tax	1,087,401.94
206	Gas Tax Bond Fund	4,933,665.54
210	Measure M	157,343.28
215	Air Quality Management	277,986.20
225	Asset Seizure	191,881.55
226	Traffic Offender Fund	12,569.73
230	Supplemental Law Enforcement	87,756.55
235	Park Development	570,642.90
240	Sewer Construction	11,830.12
245	Storm Drain Construction	42,582.30
250	Thoroughfare Construction	37,655.49
255	Underground Utilities	39.57
260	Street Lighting District	-
265	Landscape Maintenance	550,695.73
270	Housing and Community Development	-
275	Sewer Maintenance	208,804.66
280	Miscellaneous Grants	-
401	City Capital Projects	-
425	Orangethorpe Corridor	-
501	Refuse Administration	766,777.03
505	CNG Fueling Station	296,482.70
601	Employee Health & Welfare	-
605	Risk Management	680,799.11
610	Equipment Replacement	-
615	Information Technology	-
620	Citywide Services	-
701	Special Deposits	1,104,916.29
705	H.C.D. Rehabilitation Loans	9,594.90
710	Alta Vista District 85-1	-
715	Community Facilities District	1,211,316.22
	Sub-Total City	14,230,804.26
SUCCESSOR AGENCY TO THE RDA		
305	RDA Debt Service	(1,855,663.81)
405	Low & Moderate Housing	1,041,722.88
410	RDA Capital Projects	(45,158.15)
	Sub-Total RDA	(859,099.08)
105	Pooled Cash (Investments)	(9,114,634.48)
	TOTAL CASH	\$ 4,257,070.70

**CITY OF PLACENTIA TREASURER'S REPORT**  
**CERTIFICATION**  
**AS OF FEBRUARY 29, 2012**

**TREASURER'S REPORT**

3 Month Projected Cash Requirements (March - May 2012): \$8,710,000

3 Month Projected Cash Revenues (March - May 2012): \$15,010,000

In compliance with the California Government Code Section 53646 et seq., I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the City's expenditure requirements for the next six months and that all investments are in compliance with the City's Investment Policy.

Submitted By:

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

Approved By:

  
\_\_\_\_\_  
Craig Green, City Treasurer



**CITY OF PLACENTIA TREASURER'S REPORT**  
**DEFICIT CASH TRANSFERS**  
**AS OF FEBRUARY 29, 2012**

**DEFICIT CASH BALANCES**

Fund	Deficit Amount
RDA Debt Service	\$ (1,855,664)
RDA Capital Projects	\$ (45,158)
<b>Total Transfers</b>	<b>\$ (1,900,822)</b>

**FUNDING SOURCE**

General Fund	Economic Uncertainty	Landscaping Maintenance	Sewer Maintenance	Misc Grants	Refuse Admin	Risk Management	Total Funding Source
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>NO FUNDING SOURCES AVAILABLE</b>							
\$ 1,051,581	\$ 500,000	\$ 550,696	\$ 208,805	\$ -	\$ 766,777	\$ 680,799	\$ 3,758,658
<b>\$ 1,051,581</b>	<b>\$ 500,000</b>	<b>\$ 550,696</b>	<b>\$ 208,805</b>	<b>\$ -</b>	<b>\$ 766,777</b>	<b>\$ 680,799</b>	<b>\$ 3,758,658</b>

Cash Balance *Before* Transfer

Cash Available *After* Transfer

# **City of Placentia**

## **CITY TREASURER'S REPORT**

---

**March 2012**

**Fiscal Year 2011-12**



**CITY OF PLACENTIA TREASURER'S REPORT  
SUMMARY OF CASH & INVESTMENTS  
AS OF MARCH 31, 2012**

<b>CASH &amp; INVESTMENTS HELD BY CITY</b>				
	Percent of Portfolio	Current Yield	Cost	Market Value
<b><u>Invested</u></b>				
Local Agency Investment Fund	80.14%	0.38%	\$ 11,120,864.24	\$ 11,120,864.24
<b><u>Non-Invested</u></b>				
Checking Accounts	19.86%		\$ 2,755,297.44	\$ 2,755,297.44
<b>Total Cash &amp; Investments Held by City</b>	<b>100.00%</b>		<b>\$ 13,876,161.68</b>	<b>\$ 13,876,161.68</b>

<b>CASH &amp; INVESTMENTS HELD BY FISCAL AGENT</b>				
	Percent of Portfolio	Current Yield	Cost	Market Value
Money Market Mutual Funds	75.81%	0.20%	\$ 1,699,744.69	\$ 1,699,744.69
Federal Agency Securities	24.19%	5.25%	\$ 542,488.43	\$ 556,888.60
<b>Total Cash &amp; Investments Held by FA</b>	<b>100.00%</b>		<b>\$ 2,242,233.12</b>	<b>\$ 2,256,633.29</b>

<b>TOTAL CASH AND INVESTMENTS</b>	
Cash & Investments Held by City and Fiscal Agent - Market Value	\$ 16,132,794.97

**CITY OF PLACENTIA TREASURER'S REPORT  
CASH AND INVESTMENT DETAIL - CITY  
AS OF MARCH 31, 2012**

<b>HELD BY CITY</b>							
<b>Agency</b>	<b>Investment Description</b>	<b>Coupon Rate</b>	<b>Current Yield</b>	<b>Purchase Date</b>	<b>Maturity Date</b>	<b>Purchase Price</b>	<b>Market Value</b>
<b>CASH:</b>							
Bank of America - General Checking	Account No. 143128-0221	N/A	N/A	Varies	On Demand	\$ 2,539,124.88	\$ 2,539,124.88
Wells Fargo - HCD Rehabilitation	Account No. 7001183	N/A	N/A	Varies	On Demand	\$ 154,555.29	\$ 154,555.29
Wells Fargo - HCD Rehabilitation	Account No. 7601008	N/A	N/A	Varies	On Demand	\$ 147.85	\$ 147.85
Bank of America - Workers' Comp	Account No. 143188-0525	N/A	N/A	Varies	On Demand	\$ 30,216.98	\$ 30,216.98
Bank of America - Healthcare	Account No. 143138-0513	N/A	N/A	Varies	On Demand	\$ 31,252.44	\$ 31,252.44
<b>Total Cash</b>						<b>\$ 2,755,297.44</b>	<b>\$ 2,755,297.44</b>
<b>INVESTMENTS:</b>							
Local Agency Investment Fund	City Account No. 98-30-678	N/A	0.38%	Varies	On Demand	\$ 11,120,864.24	\$ 11,120,864.24
<b>TOTAL CASH &amp; INVESTMENTS HELD BY CITY</b>						<b>\$ 13,876,161.68</b>	<b>\$ 13,876,161.68</b>

**CITY OF PLACENTIA TREASURER'S REPORT**  
**INVESTMENT DETAIL - HELD BY TRUSTEE**  
**AS OF MARCH 31, 2012**

<b>HELD BY TRUSTEE</b>										
Agency	Investment Description	Coupon Rate	Current Yield	Purchase Date	Maturity Date	Purchase Price	Market Value			
<b>2011 Gas Tax Certificates of Participation</b>										
Wells Fargo	Wells Fargo Money Market	N/A	N/A	Varies	Varies	\$ 482,862.40	\$ 482,862.40			
<b>2003 Certificate of Participation</b>										
US Bank	US Bank Money Market	N/A	0.20%	Varies	Varies	\$ 776,524.77	\$ 776,524.77			
<b>2002 Tax Allocation Bond Series A</b>										
US Bank	First American Treasury Fund	N/A	N/A	Varies	Varies	\$ 888.87	\$ 888.87			
US Bank	United States Treasury Bonds	2.58%	5.23%	Varies	8/1/2012	\$ 218,164.11	\$ 223,955.20			
<b>2002 Tax Allocation Bond Series B</b>										
US Bank	First American Treasury Fund	N/A	N/A	Varies	Varies	\$ 383.34	\$ 383.34			
US Bank	United States Treasury Bonds	2.58%	5.23%	Varies	8/1/2012	\$ 324,324.32	\$ 332,933.40			
<b>2009 Subordinate Tax Allocation Notes</b>										
US Bank	First American Treasury Fund	N/A	N/A	Varies	Varies	\$ -	\$ -			
<b>2009 Lease Revenue Bond</b>										
US Bank	US Bank Money Market	N/A	0.20%	Varies	Varies	\$ 439,085.31	\$ 439,085.31			
<b>TOTAL INVESTMENTS HELD BY TRUSTEE</b>							<b>\$ 2,242,233.12</b>	<b>\$ 2,256,633.29</b>		

# CITY OF PLACENTIA TREASURER'S REPORT



## CASH BALANCES AS OF MARCH 31, 2012

CITY		
101	General Fund	\$ 662,801.73
114	Cash Basis Fund	1,000.00
115	Economic Uncertainty	500,000.00
201	Utility User Tax	-
205	State Gas Tax	1,396,701.36
206	Gas Tax Bond Fund	4,933,665.54
210	Measure M	234,094.05
215	Air Quality Management	277,986.20
225	Asset Seizure	197,655.47
226	Traffic Offender Fund	12,779.73
230	Supplemental Law Enforcement	87,756.55
235	Park Development	545,642.90
240	Sewer Construction	11,830.12
245	Storm Drain Construction	42,582.30
250	Thoroughfare Construction	37,655.49
255	Underground Utilities	39.57
260	Street Lighting District	-
265	Landscape Maintenance	554,337.26
270	Housing and Community Development	-
275	Sewer Maintenance	14,944.72
280	Miscellaneous Grants	-
401	City Capital Projects	-
425	Orangethorpe Corridor	-
501	Refuse Administration	689,302.66
505	CNG Fueling Station	-
601	Employee Health & Welfare	-
605	Risk Management	533,725.56
610	Equipment Replacement	-
615	Information Technology	-
620	Citywide Services	-
701	Special Deposits	1,116,759.57
705	H.C.D. Rehabilitation Loans	10,121.88
710	Alta Vista District 85-1	-
715	Community Facilities District	1,439,443.71
	Sub-Total City	13,300,826.37
SUCCESSOR AGENCY TO THE RDA		
305	RDA Debt Service	(1,855,663.81)
405	Low & Moderate Housing	1,052,132.21
410	RDA Capital Projects	(117,860.95)
	Sub-Total RDA	(921,392.55)
105	Pooled Cash (Investments)	(11,120,886.80)
	TOTAL CASH	\$ 1,258,547.02

**CITY OF PLACENTIA TREASURER'S REPORT**  
**CERTIFICATION**  
**AS OF MARCH 31, 2012**

**TREASURER'S REPORT**

3 Month Projected Cash Requirements (April - June 2012): \$10,455,000

3 Month Projected Cash Revenues (April - June 2012): \$15,385,000

In compliance with the California Government Code Section 53646 et seq., I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the City's expenditure requirements for the next six months and that all investments are in compliance with the City's Investment Policy.

Submitted By:

  
Karen Ogawa, Director of Finance

Approved By:

  
Craig Green, City Treasurer



**CITY OF PLACENTIA TREASURER'S REPORT**  
**DEFICIT CASH TRANSFERS**  
**AS OF MARCH 31, 2012**

**DEFICIT CASH BALANCES**

**FUNDING SOURCE**

Fund	Deficit Amount	FUNDING SOURCE							Total Funding Source
		General Fund	Economic Uncertainty	Landscapce Maintenance	Sewer Maintenance	Misc Grants	Refuse Admin	Risk Management	
RDA Debt Service	\$ (1,855,664)								\$ -
RDA Capital Projects	\$ (117,861)								\$ -
<b>Total Transfers</b>	<b>\$ (1,973,525)</b>								<b>\$ -</b>
Cash Balance <i>Before</i> Transfer		\$ 662,802	\$ 500,000	\$ 554,337	\$ 14,945	\$ -	\$ 689,303	\$ 533,726	\$ 2,955,112
Cash Available <i>After</i> Transfer		\$ 662,802	\$ 500,000	\$ 554,337	\$ 14,945	\$ -	\$ 689,303	\$ 533,726	\$ 2,955,112

**NO FUNDING SOURCES AVAILABLE**

# **City of Placentia**

## **CITY TREASURER'S REPORT**

---

**April 2012**

**Fiscal Year 2011-12**



**CITY OF PLACENTIA TREASURER'S REPORT  
SUMMARY OF CASH & INVESTMENTS  
AS OF APRIL 30, 2012**

<b>CASH &amp; INVESTMENTS HELD BY CITY</b>				
	Percent of Portfolio	Current Yield	Cost	Market Value
<b><u>Invested</u></b>				
Local Agency Investment Fund	93.27%	0.37%	\$ 15,829,479.37	\$ 15,829,479.37
<b><u>Non-Invested</u></b>				
Checking Accounts	6.73%		\$ 1,141,604.14	\$ 1,141,604.14
<b>Total Cash &amp; Investments Held by City</b>	<b>100.00%</b>		<b>\$ 16,971,083.51</b>	<b>\$ 16,971,083.51</b>

<b>CASH &amp; INVESTMENTS HELD BY FISCAL AGENT</b>				
	Percent of Portfolio	Current Yield	Cost	Market Value
Money Market Mutual Funds	75.81%	0.20%	\$ 1,699,785.89	\$ 1,699,785.89
Federal Agency Securities	24.19%	5.25%	\$ 542,488.43	\$ 556,888.60
<b>Total Cash &amp; Investments Held by FA</b>	<b>100.00%</b>		<b>\$ 2,242,274.32</b>	<b>\$ 2,256,674.49</b>

<b>TOTAL CASH AND INVESTMENTS</b>	
Cash & Investments Held by City and Fiscal Agent - Market Value	\$ 19,227,758.00

**CITY OF PLACENTIA TREASURER'S REPORT  
CASH AND INVESTMENT DETAIL - CITY  
AS OF APRIL 30, 2012**

<b>HELD BY CITY</b>							
<b>Agency</b>	<b>Investment Description</b>	<b>Coupon Rate</b>	<b>Current Yield</b>	<b>Purchase Date</b>	<b>Maturity Date</b>	<b>Purchase Price</b>	<b>Market Value</b>
<b>CASH:</b>							
Bank of America - General Checking	Account No. 143128-0221	N/A	N/A	Varies	On Demand	\$ 951,754.13	\$ 951,754.13
Wells Fargo - HCD Rehabilitation	Account No. 7001183	N/A	N/A	Varies	On Demand	\$ 154,555.29	\$ 154,555.29
Wells Fargo - HCD Rehabilitation	Account No. 7601008	N/A	N/A	Varies	On Demand	\$ 147.85	\$ 147.85
Bank of America - Workers' Comp	Account No. 143188-0525	N/A	N/A	Varies	On Demand	\$ 13,366.20	\$ 13,366.20
Bank of America - Healthcare	Account No. 143138-0513	N/A	N/A	Varies	On Demand	\$ 21,780.67	\$ 21,780.67
<b>Total Cash</b>						<b>\$ 1,141,604.14</b>	<b>\$ 1,141,604.14</b>
<b>INVESTMENTS:</b>							
Local Agency Investment Fund	City Account No. 98-30-678	N/A	0.38%	Varies	On Demand	\$ 15,829,479.37	\$ 15,829,479.37
<b>TOTAL CASH &amp; INVESTMENTS HELD BY CITY</b>						<b>\$ 16,971,083.51</b>	<b>\$ 16,971,083.51</b>

**CITY OF PLACENTIA TREASURER'S REPORT**  
**INVESTMENT DETAIL - HELD BY TRUSTEE**  
**AS OF APRIL 30, 2012**

HELD BY TRUSTEE							
Agency	Investment Description	Coupon Rate	Current Yield	Purchase Date	Maturity Date	Purchase Price	Market Value
<b>2011 Gas Tax Certificates of Participation</b>							
Wells Fargo	Wells Fargo Money Market	N/A	N/A	Varies	Varies	\$ 482,862.41	\$ 482,862.41
<b>2003 Certificate of Participation</b>							
US Bank	US Bank Money Market	N/A	0.20%	Varies	Varies	\$ 776,551.08	\$ 776,551.08
<b>2002 Tax Allocation Bond Series A</b>							
US Bank	First American Treasury Fund	N/A	N/A	Varies	Varies	\$ 888.87	\$ 888.87
US Bank	United States Treasury Bonds	2.58%	5.23%	Varies	8/1/2012	\$ 218,164.11	\$ 223,955.20
<b>2002 Tax Allocation Bond Series B</b>							
US Bank	First American Treasury Fund	N/A	N/A	Varies	Varies	\$ 383.34	\$ 383.34
US Bank	United States Treasury Bonds	2.58%	5.23%	Varies	8/1/2012	\$ 324,324.32	\$ 332,933.40
<b>2009 Subordinate Tax Allocation Notes</b>							
US Bank	First American Treasury Fund	N/A	N/A	Varies	Varies	\$ -	\$ -
<b>2009 Lease Revenue Bond</b>							
US Bank	US Bank Money Market	N/A	0.20%	Varies	Varies	\$ 439,100.19	\$ 439,100.19
<b>TOTAL INVESTMENTS HELD BY TRUSTEE</b>						<b>\$ 2,242,274.32</b>	<b>\$ 2,256,674.49</b>

# CITY OF PLACENTIA TREASURER'S REPORT



## CASH BALANCES AS OF APRIL 30, 2012

CITY		
101	General Fund	\$ 423,657.36
114	Cash Basis Fund	1,000.00
115	Economic Uncertainty	500,000.00
201	Utility User Tax	229,251.58
205	State Gas Tax	1,396,701.36
206	Gas Tax Bond Fund	4,933,665.54
210	Measure M	234,094.05
215	Air Quality Management	277,986.20
225	Asset Seizure	227,385.66
226	Traffic Offender Fund	13,724.73
230	Supplemental Law Enforcement	109,653.92
235	Park Development	545,642.90
240	Sewer Construction	11,830.12
245	Storm Drain Construction	42,582.30
250	Thoroughfare Construction	37,655.49
255	Underground Utilities	39.57
260	Street Lighting District	-
265	Landscape Maintenance	688,465.32
270	Housing and Community Development	-
275	Sewer Maintenance	2,323,720.27
280	Miscellaneous Grants	-
401	City Capital Projects	-
425	Orangethorpe Corridor	-
501	Refuse Administration	1,369,585.73
505	CNG Fueling Station	-
601	Employee Health & Welfare	-
605	Risk Management	525,882.36
610	Equipment Replacement	-
615	Information Technology	-
620	Citywide Services	-
701	Special Deposits	1,104,023.55
705	H.C.D. Rehabilitation Loans	10,235.37
710	Alta Vista District 85-1	-
715	Community Facilities District	2,538,357.99
	Sub-Total	17,545,141.37
SUCCESSOR AGENCY TO THE RDA		
305	RDA Debt Service	(1,859,141.04)
405	Low & Moderate Housing	1,069,725.58
410	RDA Capital Projects	(137,892.20)
	Sub-Total	(927,307.66)
105	Pooled Cash (Investments)	(15,829,623.76)
	TOTAL CASH	\$ 788,209.95

## CITY OF PLACENTIA TREASURER'S REPORT

CERTIFICATION  
AS OF APRIL 30, 2012

### TREASURER'S REPORT

3 Month Projected Cash Requirements (May - July 2012): \$11,133,000

3 Month Projected Cash Revenues (May - July 2012): \$11,685,000

In compliance with the California Government Code Section 53646 et seq., I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the City's expenditure requirements for the next six months and that all investments are in compliance with the City's Investment Policy.

Submitted By:

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

Approved By:

  
\_\_\_\_\_  
Craig Green, City Treasurer



**CITY OF PLACENTIA TREASURER'S REPORT**  
**DEFICIT CASH TRANSFERS**  
**AS OF APRIL 30, 2012**

**DEFICIT CASH BALANCES**

**FUNDING SOURCE**

Fund	Deficit Amount	FUNDING SOURCE							Total Funding Source
		General Fund	Economic Uncertainty	Landscaping Maintenance	Sewer Maintenance	Misc Grants	Refuse Admin	Risk Management	
RDA Debt Service	\$ (1,859,141)								\$ -
RDA Capital Projects	\$ (137,892)								\$ -
<b>Total Transfers</b>	<b>\$ (1,997,033)</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cash Balance <i>Before</i> Transfer		\$ 423,657	\$ 500,000	\$ 688,465	\$ 2,323,720	\$ -	\$ 1,369,586	\$ 525,882	\$ 5,831,311
Cash Available <i>After</i> Transfer		\$ 423,657	\$ 500,000	\$ 688,465	\$ 2,323,720	\$ -	\$ 1,369,586	\$ 525,882	\$ 5,831,311

# **City of Placentia**

## **CITY TREASURER'S REPORT**

---

**May 2012**

**Fiscal Year 2011-12**



**CITY OF PLACENTIA TREASURER'S REPORT  
SUMMARY OF CASH & INVESTMENTS  
AS OF MAY 31, 2012**

<b>CASH &amp; INVESTMENTS HELD BY CITY</b>				
	Percent of Portfolio	Current Yield	Cost	Market Value
<b><u>Invested</u></b>				
Local Agency Investment Fund	90.43%	0.37%	\$ 16,829,479.37	\$ 16,829,479.37
<b><u>Non-Invested</u></b>				
Checking Accounts	9.57%		\$ 1,780,833.36	\$ 1,780,833.36
<b>Total Cash &amp; Investments Held by City</b>	<b>100.00%</b>		<b>\$ 18,610,312.73</b>	<b>\$ 18,610,312.73</b>

<b>CASH &amp; INVESTMENTS HELD BY FISCAL AGENT</b>				
	Percent of Portfolio	Current Yield	Cost	Market Value
Money Market Mutual Funds	80.49%	0.20%	\$ 2,238,509.18	\$ 2,238,509.18
Federal Agency Securities	19.51%	5.25%	\$ 542,488.43	\$ 556,933.16
<b>Total Cash &amp; Investments Held by FA</b>	<b>100.00%</b>		<b>\$ 2,780,997.61</b>	<b>\$ 2,795,442.34</b>

<b>TOTAL CASH AND INVESTMENTS</b>	
Cash & Investments Held by City and Fiscal Agent - Market Value	\$ 21,405,755.07

## CITY OF PLACENTIA TREASURER'S REPORT

### CASH AND INVESTMENT DETAIL - CITY

AS OF MAY 31, 2012

HELD BY CITY							
Agency	Investment Description	Coupon Rate	Current Yield	Purchase Date	Maturity Date	Purchase Price	Market Value
<b>CASH:</b>							
Bank of America - General Checking	Account No. 143128-0221	N/A	N/A	Varies	On Demand	\$ 1,501,928.52	\$ 1,501,928.52
Wells Fargo - HCD Rehabilitation	Account No. 7001183	N/A	N/A	Varies	On Demand	\$ 154,555.29	\$ 154,555.29
Wells Fargo - HCD Rehabilitation	Account No. 7601008	N/A	N/A	Varies	On Demand	\$ 147.85	\$ 147.85
Bank of America - Workers' Comp	Account No. 143188-0525	N/A	N/A	Varies	On Demand	\$ 71,874.18	\$ 71,874.18
Bank of America - Healthcare	Account No. 143138-0513	N/A	N/A	Varies	On Demand	\$ 52,327.52	\$ 52,327.52
<b>Total Cash</b>						<b>\$ 1,780,833.36</b>	<b>\$ 1,780,833.36</b>
<b>INVESTMENTS:</b>							
Local Agency Investment Fund	City Account No. 98-30-678	N/A	0.38%	Varies	On Demand	\$ 16,829,479.37	\$ 16,829,479.37
<b>TOTAL CASH &amp; INVESTMENTS HELD BY CITY</b>						<b>\$ 18,610,312.73</b>	<b>\$ 18,610,312.73</b>

**CITY OF PLACENTIA TREASURER'S REPORT**  
**INVESTMENT DETAIL - HELD BY TRUSTEE**  
**AS OF MAY 31, 2012**

<b>HELD BY TRUSTEE</b>							
Agency	Investment Description	Coupon Rate	Current Yield	Purchase Date	Maturity Date	Purchase Price	Market Value
<b>2011 Gas Tax Certificates of Participation</b>							
Wells Fargo	Wells Fargo Money Market	N/A	N/A	Varies	Varies	\$ 809,831.76	\$ 809,831.76
<b>2003 Certificate of Participation</b>							
US Bank	US Bank Money Market	N/A	0.20%	Varies	Varies	\$ 776,576.54	\$ 776,576.54
<b>2002 Tax Allocation Bond Series A</b>							
US Bank	First American Treasury Fund	N/A	N/A	Varies	Varies	\$ 888.87	\$ 888.87
US Bank	United States Treasury Bonds	2.58%	5.23%	Varies	8/1/2012	\$ 218,164.11	\$ 223,973.12
<b>2002 Tax Allocation Bond Series B</b>							
US Bank	First American Treasury Fund	N/A	N/A	Varies	Varies	\$ 383.34	\$ 383.34
US Bank	United States Treasury Bonds	2.58%	5.23%	Varies	8/1/2012	\$ 324,324.32	\$ 332,960.04
<b>2009 Subordinate Tax Allocation Notes</b>							
US Bank	First American Treasury Fund	N/A	N/A	Varies	Varies	\$ -	\$ -
<b>2009 Lease Revenue Bond</b>							
US Bank	US Bank Money Market	N/A	0.20%	Varies	Varies	\$ 650,828.67	\$ 650,828.67
<b>TOTAL INVESTMENTS HELD BY TRUSTEE</b>						<b>\$ 2,780,997.61</b>	<b>\$ 2,795,442.34</b>

# CITY OF PLACENTIA TREASURER'S REPORT



## CASH BALANCES AS OF MAY 31, 2012

CITY		
101	General Fund	\$ 2,034,286.71
114	Cash Basis Fund	1,000.00
115	Economic Uncertainty	500,000.00
201	Utility User Tax	446,440.01
205	State Gas Tax	1,285,020.92
206	Gas Tax Bond Fund	4,933,665.54
210	Measure M	296,348.34
215	Air Quality Management	286,169.38
225	Asset Seizure	229,002.12
226	Traffic Offender Fund	15,444.73
230	Supplemental Law Enforcement	-
235	Park Development	545,642.90
240	Sewer Construction	11,830.12
245	Storm Drain Construction	42,582.30
250	Thoroughfare Construction	37,655.49
255	Underground Utilities	39.57
260	Street Lighting District	-
265	Landscape Maintenance	633,819.30
270	Housing and Community Development	-
275	Sewer Maintenance	2,360,568.36
280	Miscellaneous Grants	-
401	City Capital Projects	-
425	Orangethorpe Corridor	-
501	Refuse Administration	1,168,840.32
505	CNG Fueling Station	-
601	Employee Health & Welfare	-
605	Risk Management	427,886.32
610	Equipment Replacement	-
615	Information Technology	-
620	Citywide Services	-
701	Special Deposits	1,115,960.07
705	H.C.D. Rehabilitation Loans	10,235.37
710	Alta Vista District 85-1	-
715	Community Facilities District	2,555,500.85
	Sub-Total	18,937,938.72
SUCCESSOR AGENCY TO THE RDA		
305	RDA Debt Service	(2,057,900.90)
405	Low & Moderate Housing	1,185,506.81
410	RDA Capital Projects	(124,575.45)
	Sub-Total	(996,969.54)
105	Pooled Cash (Investments)	(16,829,622.81)
	TOTAL CASH	\$ 1,111,346.37

**CITY OF PLACENTIA TREASURER'S REPORT**  
**CERTIFICATION**  
**AS OF MAY 31, 2012**

**TREASURER'S REPORT**

3 Month Projected Cash Requirements (June - Aug 2012): \$13,690,690

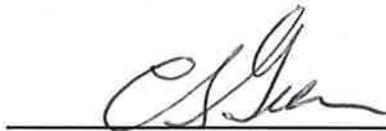
3 Month Projected Cash Revenues (June - Aug 2012): \$8,980,000

In compliance with the California Government Code Section 53646 et seq., I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the City's expenditure requirements for the next six months and that all investments are in compliance with the City's Investment Policy.

Submitted By:

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

Approved By:

  
\_\_\_\_\_  
Craig Green, City Treasurer



**CITY OF PLACENTIA TREASURER'S REPORT**  
**DEFICIT CASH TRANSFERS**  
**AS OF MAY 31, 2012**

DEFICIT CASH BALANCES		FUNDING SOURCE								Total Funding Source
Fund	Deficit Amount	General Fund	Economic Uncertainty	Landscape Maintenance	Sewer Maintenance	Misc Grants	Refuse Admin	Risk Management		
RDA Debt Service	\$ (2,057,901)									\$ -
RDA Capital Projects	\$ (124,575)									\$ -
<b>Total Transfers</b>	<b>\$ (2,182,476)</b>									<b>\$ -</b>
<b>NO FUNDING SOURCES AVAILABLE</b>										
Cash Balance Before Transfer		\$ 2,034,287	\$ 500,000	\$ 633,819	\$ 2,360,568	\$ -	\$ 1,168,840	\$ 427,886		\$ 7,125,401
Cash Available After Transfer		\$ 2,034,287	\$ 500,000	\$ 633,819	\$ 2,360,568	\$ -	\$ 1,168,840	\$ 427,886		\$ 7,125,401



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF ADMINISTRATIVE SERVICES AND COMMUNITY SERVICES

DATE: AUGUST 7, 2012

SUBJECT: **RESPONSE TO GRAND JURY'S COMPENSATION STUDY OF ORANGE COUNTY CITIES ON TRANSPARENCY**

FINANCIAL  
IMPACT: N/A

### **INTRODUCTION:**

The Orange County Grand Jury issues civil reports on various matters throughout the year. These reports, with appropriate recommendations, include studies and investigations conducted by the jury during its term. Each agency investigated by the Grand Jury receives a copy of its individual report with a stipulation that a response to the Grand Jury's findings/recommendations be made by the responsible governing body within 90 days. In June, the Grand Jury released a study that further examined compensation levels among the 34 cities throughout Orange County. This item seeks approval of the City's response to the Grand Jury's most recent report, in accordance with Penal Code § 993.05(a)(b).

### **RECOMMENDATION:**

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

1. Approve and authorize the Mayor to sign a letter to the Presiding Judge that responds to the findings and recommendations of the Grand Jury's Transparency Report.

### **DISCUSSION:**

Last year, the Grand Jury issued its Compensation Study of Orange County Cities. The report examined compensation levels, contracts, organizational charts, and transparency among the 34 Orange County cities. The jury concluded that there are no individual instances of abusive compensation in Orange County cities; however, the degree of transparency provided to the public was inadequate in its accessibility, content, and clarity. As a result, the Grand Jury developed a suggested model in reporting municipal compensation information for Orange County cities to use. This information was requested by the Grand Jury in a readily-accessible manner on each City's website. Based on this suggested model, the Grand Jury conducted a follow-up analysis of their recommendations among the 34 cities in Orange County.

On June 14, 2012, the Grand Jury issued its 2011-12 report entitled, "Transparency Breaking Up Compensation Fog – But Why Hide Pension Cost?" The report recognized the progress made in each Orange County city, special, district, joint power authority, and County since last year's issuance of the 2010-2011 Orange County Grand Jury report. The report assessed how well Orange County local

governments reported compensation costs for all employee positions, in one easy-to-find, easy-to-read chart. As stated in the report, the City of Placentia received the "Gold Honor Roll" for supplying the best Compensation Cost Transparency in government and also received straight "A" ratings in all three (3) categories of Accessibility, Content, and Clarity for elected/executive and employee compensation. The City was one of five cities to receive this distinction. The City understands the importance of transparency and embraces a philosophy of openness.

In accordance with California Penal Code §§ 993 and 993.05, the City is required to provide a written response to the Grand Jury's findings and recommendations within 90 days. This response must be submitted to the Presiding Judge of the Superior Court. The Grand Jury is requiring the City of Placentia to respond to two (2) of the five (5) findings and two (2) of the five (5) recommendations. The City's response to the findings and recommendations are as follows, accordingly:

*Finding 4 (F4) – Transparency of Employer Pension Contribution Rates. Many Orange County local government web sites do not post their employer pension annual contribution rates prominently to their web sites as part of their compensation cost disclosure for public disclosure.*

We agree with this finding. Based on the 2012 Compensation Cost Transparency Assessment Ratings Chart, it appears that a majority of Orange County cities lack employer pension annual contributions on their websites. Nonetheless, according to the Ratings Chart, the City of Placentia is only one of five cities that have posted their employer pension contribution rates on their City's website.

*Finding 5 (F5) – Inclusion of Overtime and On-Call Pay in Employee Compensation Costs. The Orange County "de facto" standard for Compensation Cost Transparency in the county, cities, districts and joint power authorities now contains all employees, including a page for executives and all elected officials. Two key categories are missing from compensation cost reporting. They are overtime pay and on-call pay.*

We agree with this finding. Based on the current Compensation Cost Disclosure Model, the "Overtime" column is a new reporting requirement for 2012 and is currently being requested by the Grand Jury. The City acknowledges the Grand Jury's finding and plans to post overtime and on-call pay costs on the City's website on or before October 1, 2012.

*Recommendation 4 (R4) – Transparency of Employer Pension Contribution Rates. The Grand Jury recommends that all Orange County cities, districts and joint power authorities, as well as the County of Orange, post their employer pension annual contribution rates prominently and transparently on their web sites.*

We support this recommendation. The City wholly embraces the importance of transparency of posting employer pension annual contribution rates prominently and transparently on its website and has this information currently posted on the City's website. This information will be updated on an annual basis.

*Recommendation 5 (R5) – Transparency of Overtime Pay and On-Call Pay in Employee Compensation Cost Reporting. The Grand Jury recommends that all Orange County cities, districts and joint power authorities, as well as the County of Orange, include overtime pay and on-call pay in compensation cost reporting on their employees' compensation pages.*

We support this recommendation. The City acknowledges the Grand Jury's recommendations and plans to post overtime and on-call pay on the City's website on or before October 1, 2012. This information will be updated on an annual basis.

**FISCAL IMPACT:**

There is no anticipated financial impact from this action.

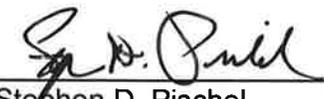
Prepared by:

  
\_\_\_\_\_  
Jeannette Ortega  
Neighborhood Services Coordinator

Reviewed and approved:

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

Reviewed and approved:

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

Attachments: Letter to Judge Borris, Presiding Judge, Orange County Superior Court



**Mayor**  
Jeremy B. Yamaguchi

**Mayor Pro Tem**  
Chad P. Wanke

**ncilmembers**  
Joseph V. Aguirre  
Scott W. Nelson  
Constance M. Underhill

**City Clerk**  
Patrick J. Melia

**City Treasurer**  
Craig S. Green

**City Administrator**  
Troy L. Butzlaff, ICMA-CM

401 East Chapman Avenue – Placentia, California 92870

(DRAFT)

August 7, 2012

The Honorable Thomas J. Borris  
Presiding Judge, Orange County Superior Court  
700 Civic Center Drive West  
Santa Ana, CA 92701

**RE: 2011-2012 ORANGE COUNTY GRAND JURY REPORT ENTITLED  
“TRANSPARENCY BREAKING UP COMPENSATION FOG – BUT WHY HIDE  
PENSION COSTS?”**

Dear Judge Borris:

We have reviewed the 2011-12 Orange County Jury Report, “Transparency Breaking Up Compensation Fog – But Why Hide Pension Cost?” On behalf of the Placentia City Council, we thank the volunteer members of the Grand Jury for their time and considerable effort in analyzing the various aspects of public employee compensation in Orange County. In doing so, the City is pleased that your findings concluded that the City of Placentia was ranked among the exceptional and commendable Orange County cities to provide pension cost amounts to all employees. The City takes pride in transparency and we believe the City has been very proactive in providing the content in a comprehensive and easy to access format.

The Grand Jury is requiring the City of Placentia to respond to findings F-4 and F-5 and recommendations R-4 and R-5. In accordance to California Penal Code §§ 993 and 993.05, the City of Placentia is pleased to provide the following responses to the findings and recommendations made by the Grand Jury.

*Finding 4 (F4) – Transparency of Employer Pension Contribution Rates. Many Orange County local government web sites do not post their employer pension annual contribution rates prominently to their web sites as part of their compensation cost disclosure for public disclosure.*

We agree with this finding. Based on the 2012 Compensation Cost Transparency Assessment Ratings Chart, it appears that a majority of Orange County cities lack employer pension annual contributions on their websites. Nonetheless, according to the Ratings Chart, the City of Placentia is only one of five cities that have posted their employer pension contribution rates on their City’s website.

*Finding 5 (F5) – Inclusion of Overtime and On-Call Pay in Employee Compensation Costs. The Orange County “de facto” standard for Compensation Cost Transparency in the county, cities, districts and joint power authorities now contains all employees, including a page for executives and all elected officials. Two key categories are missing from compensation cost reporting. They are overtime pay and on-call pay.*

We agree with this finding. Based on the current Compensation Cost Disclosure Model, the "Overtime" column is a new reporting requirement for 2012 and is currently being requested by the Grand Jury. The City acknowledges the Grand Jury's finding and plans to post overtime and on-call pay costs on the City's website on or before October 1, 2012.

*Recommendation 4 (R4) – Transparency of Employer Pension Contribution Rates. The Grand Jury recommends that all Orange County cities, districts and joint power authorities, as well as the County of Orange, post their employer pension annual contribution rates prominently and transparently on their web sites.*

We support this recommendation. The City wholly embraces the importance of transparency of posting employer pension annual contribution rates prominently and transparently on its website and has this information currently posted on the City's website. This information will be updated on an annual basis.

*Recommendation 5 (R5) – Transparency of Overtime Pay and On-Call Pay in Employee Compensation Cost Reporting. The Grand Jury recommends that all Orange County cities, districts and joint power authorities, as well as the County of Orange, include overtime pay and on-call pay in compensation cost reporting on their employees' compensation pages.*

We support this recommendation. The City acknowledges the Grand Jury's recommendations and plans to post overtime and on-call pay on the City's website on or before October 1, 2012. This information will be updated on an annual basis.

Thank you for affording us this opportunity to comment upon the findings and recommendations of the Grand Jury. Should you have any questions or need clarification regarding the City's responses contained herein, please do not hesitate to contact my office.

Sincerely,

Jeremy B. Yamaguchi  
Mayor

cc: City Council  
Orange County Grand Jury  
City Administrator



# Placentia City Council

## AGENDA REPORT

**TO:** CITY COUNCIL

**VIA:** CITY ADMINISTRATOR

**FROM:** DIRECTOR OF FINANCE

**DATE:** AUGUST 7, 2012

**SUBJECT:** DETERMINATION AND LEVY OF SPECIAL TAX FOR FISCAL YEAR 2012-13 IN COMMUNITY FACILITIES DISTRICT NO. 89-1 (EAST PLACENTIA)

**FINANCIAL**

**IMPACT:** NO GENERAL FUND IMPACT – DISTRICT REVENUES OF \$3,009,337.35 WILL NOT COVER ESTIMATED DISTRICT EXPENDITURES OF \$3,109,337.35

**SUMMARY:**

On May 8, 1990, at an election held pursuant to the Mello Roos Community Facilities Act of 1982, the qualified electors of Community Facilities District No. 89-1 (East Placentia) (the "District") authorized the incurring of bonded indebtedness for the purpose of financing the design, construction and installation of public improvements which would benefit the land within the District and approved the rate and method of apportionment of the Special Tax. This action sets the special tax levy for the current fiscal year and authorizes the inclusion of the special tax levy on the Orange County Secured Property Tax Roll.

**RECOMMENDATION:**

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

1. Approve the Community Facilities District 2012-13 Special Tax Levy of \$3,009,337.35, and
2. Adopt Resolution R-2012-\_\_\_, A Resolution of the City Council of the City of Placentia, California, Authorizing the Determination and Levy of the Special Tax in Community Facilities District 89-1 for Fiscal Year 2012-13, and
3. Authorize inclusion of the Special Tax Levy for Fiscal Year 2012-13 on the Orange County Secured Property Tax Roll.

**DISCUSSION:**

In 1990 an election of qualified electors was held, pursuant to the Mello Roos Community Facilities Act, forming Community Facilities District 89-1 (East Placentia). The purpose of this district was to finance the design, construction and installation of public improvements. These improvements are funded through the collection of a Special Tax. The requirement to pay the Special Tax is divided between Special Tax Area A (76.40%) and Special Tax Area B (23.60%) as provided in the Rate and Method of Apportionment of Special Tax (see below).

<b>SPECIALTAX AREA A</b>	<b>\$2,299,133.51</b>	<b>(76.40%)</b>
<b>SPECIAL TAX AREA B</b>	<b>\$710,203.84</b>	<b>(23.60%)</b>

**1h**

**August 7, 2012**

District expenses, which include debt service, administration and overhead costs are calculated at \$3,109,337.35 (Table 1). District revenues are projected at \$3,009,337.35 (Table 2) resulting in an estimated shortfall of \$100,000. The shortfall is due primarily to a change in debt service payment. A copy of the Engineer's Special Tax Administration Report is attached.

TABLE 1  
 Estimated District Expenses

<b>Debt Service:</b>	<b>\$3,009,327.50</b>
<b>Administrative Costs:</b>	
City Administration	\$67,400.00
County Administration (0.3%)	9,000.00
Arbitrage Calculation	2,600.00
Special Tax Report	5,000.00
Delinquency Mgmt Services	509.85
Continuing Disclosure Services	2,500.00
Trustee	8,000.00
Legal	<u>5,000.00</u>
Total Administrative Costs	<b>\$100,009.85</b>
<b>SPECIAL TAX REQUIREMENT</b>	<b><u>\$3,109,337.35</u></b>

TABLE 2  
 Project District Revenues

FY 2012-13		
Property Classification	Acres	Special Tax Levy
Developed:		
Residential	157.70	\$2,856,799.96
Commercial/Industrial	13.33	\$ 142,889.94
Oil Production	8.05	\$ 9,646.76
Undeveloped	9.02	\$ 0.00
<b>Total</b>	<b>188.10</b>	<b>\$3,009,336.66 (Difference due to Rounding)</b>

The current tax levy is set at 77.48% of the maximum allowable tax rate, which will not generate sufficient revenues (\$3,009,327.50) to cover the expenditures (\$3,109,337.35). To offset the District's projected shortfall, it is recommended that the tax levy be adjusted by 1.81% on all property classifications (except undeveloped which is currently not assessed the special tax). Because the proposed adjustment is well within the maximum allowable tax rate for the District, voter approval is not required. The proposed adjustment will increase the total amount tax amount by \$64.11 for a single-family residence in Area A and \$72.65 for a single-family residence in Area B. This increase in the Special Tax levy will generate an additional \$100,000 that will be credited to the District to reduce expenditures.

Table 3 shows the proposed tax rates by land use classification for each Area and the maximum allowable tax rate that can be charged. As has been previously stated even with the proposed adjustment, the applied tax rate for Fiscal Year 2012-13 is well below the maximum allowable tax rate.

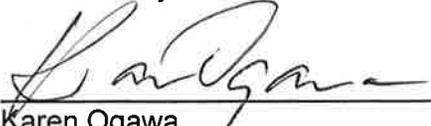
TABLE 3  
 Proposed Special Tax Rate and Maximum Allowable Rate

Land Use Classification	FY 2012-13 Maximum Special Tax Rate	FY 2012-13 Applied Special Tax Rates	Percent of Maximum
<b>Area A:</b>			
1 – SFD > 5,000	\$4,659.58	\$3,610.18	77.48%
2 – SFD =< 5,000	\$3,881.95	\$0.00	0.00%
3 – Townhome	\$3,183.17	\$0.00	0.00%
4 – Condominium	\$2,057.70	\$1,594.28	77.48%
5 – MFA	\$1,040.44	\$0.00	0.00%
6 – Commercial/Industrial*	\$13,536.60/acre or \$1.0358/sq. ft.	\$10,487.98/acre or \$0.8025/sq. ft.	77.48% 77.48%
7 – Oil Production/acre	\$1,545.98	\$1,197.80	77.48%
Undeveloped/acre	\$47,152.38	\$0.00	0.00%
<b>Area B:</b>			
1 – SFD > 2,000	\$4,540.54	\$4,093.08	90.15%
2 – SFD =< 2,000	\$3,586.67	\$3,233.22	90.15%
3 – SFA	\$3,096.60	\$0.00	0.00%
4 – MFA	\$1,032.71	\$0.00	0.00%
5 – Commercial/Industrial*	\$13,739.12/acre or \$1.051/sq. ft.	\$0.00/acre or \$0.00/sq. ft.	0.00% 0.00%
Undeveloped	\$44,988.01	\$0.00	0.00%

\* Applied rate is determined for each parcel by the greater of rate times acre or rate times square footage of improvements so it is not consistent for all parcels in this category.

The Special Tax Levy for the District will be collected in the same manner and at the same time as ordinary ad valorem property taxes and as such will be submitted to the County Auditor-Controller to be entered on the 2012-13 Orange County Secured Property Tax Roll. Due to how the rate is calculated not all parcels are charged consistently. Any excess revenues from the Special Tax Levy can be used for capital purposes or credited back to the District to reduce future tax rates.

Submitted by:

  
 Karen Ogawa  
 Director of Finance

Reviewed and approved:

  
 Troy L. Butzlaff  
 City Administrator

Attachment: Resolution R-2012-\_\_

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
PLACENTIA, STATE OF CALIFORNIA, AUTHORIZING THE  
DETERMINATION AND LEVY OF THE SPECIAL TAX IN  
COMMUNITY FACILITIES DISTRICT NO. 89-1 FOR FISCAL  
YEAR 2012-13.**

**A. Recitals**

(i). The City Council ("City Council") of the City of Placentia ("City") is the legislative body of Community Facilities District No. 89-1 (East Placentia) ("District"), which District was established pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California ("Act"), commencing with § 53311.

(ii). The City Council has enacted Ordinance No. 90-0-112 of the City in accordance with § 53340 of the Act authorizing the levy of a special tax on the property located within the District.

(iii). The District, on September 26, 1990, issued its Special Tax Bonds in the aggregate principal amount of \$25,000,000.00 in accordance with a fiscal agent agreement by the City on behalf of the District and dated as of September 1, 1990.

(iv). On August 27, 1996, the City Council issued its Community Facilities District No. 89-1 (East Placentia) of the City of Placentia 1996 Special Tax Refunding Bonds ("Refunding Bonds"), secured by special taxes of the District in order to refund all outstanding indebtedness of the District and reduce debt service requirements, in accordance with a fiscal agent agreement by the City on behalf of the District and dated as of August 1, 1996 ("Fiscal Agent Agreement").

(v). On August 27, 1996, the Refunding Bonds were purchased by the Placentia Public Financing Authority ("Authority"), a joint exercise of powers authority of the City and the Placentia Redevelopment Agency ("Agency") organized and existing under the laws of the State of California to borrow money for the purpose of financing the acquisition of bonds, notes and other obligations of the City and the Agency in order to provide financing for public

capital improvements of the City and the Agency from the proceeds of its Special Tax Revenue Bonds, 1996 Series A ("Senior Lien Bonds") ("1996A Bonds") and its Special Tax Revenue Bonds, 1996 Series B ("Junior Lien Bonds") ("1996B Bonds"), pursuant to and secured by an Indenture of Trust, dated as of August 1, 1996 ("Indenture").

(vi). On June 28, 2001, the Authority issued its Special Tax Revenue Bonds 2001 Series A ("Senior Lien Bonds") ("2001A Bonds" together with the 1996A Bonds to refund the 1996B Bonds to further reduce debt service.

(vii). On June 16, 2009, the Authority issued its 2009 Special Tax Refund Bonds which defeased and refunded the Authority's Special Tax Revenue Bonds, 1996 Series A ("Senior Lien Bonds").

(viii). The City wishes to designate a Financial Consultant to prepare the information and the proceedings to levy the annual special tax for Fiscal Year 2012-13.

(ix). The City has received a report relating to the 2012-13 special tax levy of the District entitled Annual Special Tax Administration Report 2012-13, dated July 2012 ("Report"), prepared at the request of the Director of Finance of the City by the firm of Willdan Financial Services.

(x). The City has completed all steps necessary to levy a special tax in accordance with the procedures set forth in the Act.

## **B. Resolution.**

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLACENTIA AS FOLLOWS:

Section 1. All facts set forth in the Recitals, Part A of this Resolution are true and correct.

Section 2. The City Council hereby designates the firm of Willdan Financial Services as Financial Consultant to prepare the information and the proceedings to levy the annual special tax for Fiscal Year 2012-13 and directs the Director of Finance to enter into an agreement with such firm for the services required in a form approved by the City Attorney.

Section 3. Pursuant to the provisions of Resolution No. 90-R-124, adopted March 20, 1990, and Ordinance No. 90-0-112, adopted June 5, 1990 ("Ordinance"), there is hereby levied an

aggregate special tax of \$3,009,337.35 on taxable parcels which comprise the District, for Fiscal Year 2012-13, as set forth in the Report.

Section 4. The aggregate special tax is apportioned to Special Tax Area A in the amount of \$2,299,133.51 and to Special Tax Area B in the amount of \$710,203.84. In the event of the subdivision of any of the parcels in the District on or prior to the immediately preceding March 31, the Director of Finance is directed to amend (or cause to be amended) the Report in accordance with the Ordinance to reflect such subdivision and to file the revised listing of special tax levies with the Auditor-Controller of the Count of Orange ("Auditor-Controller").

Section 5. The rate of special tax utilized in the preparation of the Report does not exceed the amount previously authorized by the Ordinance, and is not in excess of that approved by the qualified electors of the District.

Section 6. All special taxes collected will be paid to the Fiscal Agent for the District for deposit in the Special Tax Fund upon receipt by the City from the Auditor-Controller pursuant to the terms of the Fiscal Agent Agreement for the District and used to pay, in whole or in part, the costs of the subject fiscal year as provided in § 3.03 of the Fiscal Agent Agreement for the District.

Section 7. The Auditor-Controller hereby is directed to enter on the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected, in a line item designated "CFD No. 89-1 Special Tax," or any other suitable designation, the installment of the special tax for the exact rate and amount of the special tax levied in accordance with this resolution.

Section 8. The Auditor-Controller shall, at the close of the tax collection period, promptly render to the District a detailed report showing the amounts of the special tax installments, penalties, interest, and fees collected, and from which properties collected. Any expenses to be paid to the Auditor-Controller for carrying out the foregoing responsibilities shall be in accordance with a contract entered into between the District and the Auditor-Controller, pursuant to § 29304 of the California Government Code.

Section 9. This resolution shall take effect immediately upon its passage and adoption.

PASSED, ADOPTED and APPROVED this 7th day of August, 2012.

\_\_\_\_\_  
JEREMY B. YAMAGUCHI, MAYOR  
CITY OF PLACENTIA

ATTEST:

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

I, PATRICK J. MELIA, CITY CLERK of the CITY OF PLACENTIA, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. \_\_\_\_\_, was duly passed, approved and adopted by the City Council, approved and signed by the Mayor and attested by the City Clerk, all at the regular meeting of the said City Council held on the 7<sup>th</sup> day of August, 2012, and that the same was passed and adopted by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
ANDREW V. ARCZYNSKI, CITY ATTORNEY



# **City of Placentia**

## **Community Facilities District No. 89-1**

### **Annual Special Tax Administration Report 2012-2013**

JULY 2012

27368 Via Industria  
Suite 110  
Temecula, CA 92590  
T 951.587.3500 | 800.755.6864  
F 951.587.3510

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

## Annual Special Tax Administration 2012-2013

On May 8, 1990, at the election held pursuant to the Mello Roos community Facilities Act of 1982, as amended (Section 53311 et seq. of the Government Code of the State of California) (the "Act"), the qualified electors of the District authorized the District to incur bonded indebtedness in an amount not to exceed \$25,000,000 and approved the rate and method of apportionment of the Special Tax. On September 26, 1990, the District issued \$25,000,000 Special Tax Bonds (the "1990 Bonds"), the principal of, and interest on, such bonds to be paid by the annual levy of the Special Tax within the District.

In June 2001, the District refunded the 1996 Series B Bonds with \$5,715,000 2001 Special Tax Refunding Bonds Series A (Senior Lien Bonds) for the express purpose to lower debt service.

In May 2009, the District refunded the 1996 Series A Bonds with \$9,715,000 2009 Special Tax Revenue Refunding Bonds for the express purpose of lowering debt service based on a lower interest rate.

The Special Tax is to be levied to pay for the authorized costs and expenses of the District, including those necessary to pay for all authorized services and to pay the costs to administer the bonds, collect and administer the Special Taxes and to administer the District (the "Special Tax Requirement"). The Special Tax Requirement for the 2012-2013 Fiscal Year is \$3,009,337.35, as detailed below.

Special Tax Requirement	
<b>Debt Service:</b>	<b>\$3,009,327.50</b>
less Interest Earnings <sup>(1)</sup>	<u>0.00</u>
<b>Net Debt Service</b>	<b><u>\$3,009,327.50</u></b>
<b>Administrative Costs:</b>	
City Administration	\$67,400.00
County Administration (0.3%)	9,000.00
Arbitrage Calculation	2,600.00
Special Tax Report	5,000.00
Delinquency Mgmt Services	509.85
Continuing Disclosure Services	2,500.00
Trustee	8,000.00
Legal	<u>5,000.00</u>
	<b><u>\$100,009.85</u></b>
<b>Other Costs:</b>	
Adjustment Credit <sup>(2)</sup>	<u>(\$100,000.00)</u>
<b>Special Tax Requirement</b>	<b>\$3,009,337.35</b>

<sup>(1)</sup> Due to the fact that MBIA terminated the 1996 Bonds' Reserve Fund GIC and the funds are presently invested in a money market account, the Interest Earnings credit will not be applied this year.

<sup>(2)</sup> A \$100,000.00 credit has been applied to reduce the rates.

The Special Tax Requirement is to be divided pro rata between Special Tax Area A ("Area A") and Special Tax Area B ("Area B") as provided for in the Rate and Method of Apportionment of the Special Tax. The following table shows the pro rata share of the Special Tax Requirement for Area A and Area B.

Special Tax Area	Special Tax Requirement	Percent of Special Tax Requirement
AREA A	\$2,299,133.51	(76.40%)
AREA B	\$710,203.84	(23.60%)

The 2012-2013 Special Tax Levy is calculated to be sufficient to pay the Special Tax Requirement. All property classified as Taxable Property within the District as of March 1, 2012 pursuant to the definition of Taxable Property set forth in the Rate and Method of Apportionment of Special Tax, shall be subject to the Special Tax during Fiscal Year 2012-2013. The 2012-2013 Assigned Special Tax for each classification of Taxable Property is shown below.

AREA A		
Status	Land Use	2012-2013 Maximum Assigned Special Tax
Developed	SFD (>5,000 SF)	\$4,659.58
	SFD (≤5,000 SF)	\$3,881.95
	Townhome	\$3,183.17
	Condo	\$2,057.70
	Apartment	\$1,040.44
	Comm/Ind (Acre)	\$13,536.60
	Comm/Ind (Bldg. SF)	\$1.04
	Oil	\$1,545.98
Undeveloped		\$47,152.38
	Base Maximum Special (Lot SF)	\$0.66

AREA B		
Status	Land Use	2012-2013 Maximum Assigned Special Tax
Developed	SFD (>2,000 SF)	\$4,540.54
	SFD (≤2,000 SF)	\$3,586.67
	SFA	\$3,096.60
	MFA	\$1,032.71
	Comm/Ind (Acre)	\$13,739.12
	Comm/Ind (Bldg. SF)	\$1.05
Undeveloped		\$44,988.01
	Base Maximum Special (Lot SF)	\$0.94

The Special Taxes for the District will be collected in the same manner and at the same time as ordinary ad valorem property taxes. Any landowner or resident who feels that the amount of the Special Tax, as to their parcel, is in error may file a notice with the Review/Appeal Committee of the District. The Review/Appeal Committee will make determinations regarding the annual administration of the Special Tax and any landowner or resident appeals.



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: SENIOR MANAGEMENT ANALYST

DATE: AUGUST 7, 2012

SUBJECT: **RECOMMENDATION TO APPROVE LONG TERM MAINTENANCE AGREEMENT FOR SHARED PUBLIC STREET IMPROVEMENTS WITH CITY OF ANAHEIM IN RELATION TO KRAEMER BOULEVARD, ORANGETHORPE AVENUE, TUSTIN AVENUE/ROSE DRIVE AND LAKEVIEW AVENUE RAILROAD GRADE SEPARATION PROJECTS**

FINANCIAL  
IMPACT: MINIMAL ANNUAL MAINTENANCE AND REPAIRS

### **SUMMARY:**

The Orange County Transportation Authority (OCTA) is overseeing the acquisition of right of way, design, and construction of five (5) railroad grade separation projects along the Orangethorpe rail corridor in the cities of Placentia, Anaheim, and Fullerton. The construction phase for the Kraemer Boulevard railroad grade separation project has started. The cities of Anaheim and Placentia border along the Burlington Northern Santa Fe Railway (BNSF). Once complete, the cities will be responsible for maintenance and repair of the grade separations located at Kraemer Boulevard, Orangethorpe Avenue, Tustin Avenue/Rose Drive and Lakeview. This action will approve a Long Term Maintenance Agreement for shared public street improvements between the City of Anaheim and the City of Placentia confirming the obligations of both entities as it relates to the maintenance and repair of the grade separations.

### **RECOMMENDATION:**

It is recommended that City Council take the following actions:

1. Approve Long Term Maintenance Agreement For Shared Public Street Improvements with the City of Anaheim in relation to the Kraemer Boulevard, Orangethorpe Avenue, Tustin Avenue/Rose Drive and Lakeview Avenue Grade Separation Projects, and
2. Authorize the Mayor to execute the Maintenance and Repair Agreement on behalf of the City, in a form approved by the City Attorney.

### **DISCUSSION:**

The cities of Anaheim and Placentia share intersections along the BNSF railroad. As a result of the Kraemer Grade Separation Project that is under construction and Orangethorpe,

Tustin/Rose Drive and Lakeview Avenue which are scheduled to begin over the next few years it is necessary for each city to have a long term maintenance agreement in place that defines ownership, cost sharing and maintenance responsibilities of each location. The maintenance work includes but is not limited to railroad right of way, drainage pump station, landscaping/irrigation, lighting, electrical including traffic signals, street; litter, debris and graffiti; fence/retaining walls cleanup, maintenance access roadway, drainage facilities, sewer facilities and bridge/retaining walls for each overcrossing and undercrossing. The delegation of maintenance and responsibility of each agency is listed in the exhibits of the maintenance agreement.

**FISCAL IMPACT:**

The cities of Placentia and Anaheim will share in the cost of maintaining each railroad grade separation. Total cost for this agreement is undetermined at this time.

Prepared by:



Michael McConaha  
Senior Management Analyst

Reviewed and approved:



Troy L. Butzlaff, ICMA-CM  
City Administrator

Attachment:

1. Maintenance and Repair Agreement

## **LONG TERM MAINTENANCE AGREEMENT FOR SHARED PUBLIC STREET IMPROVEMENTS**

This **LONG TERM MAINTENANCE AGREEMENT FOR SHARED PUBLIC STREET IMPROVEMENTS**, (this “**Agreement**”), dated for identification purposes only as of August , 2012 (the “**Date of the Agreement**”), is made and entered into by and between the **CITY OF ANAHEIM**, a municipal corporation and charter city (“**Anaheim**”), and the **CITY OF PLACENTIA**, a municipal corporation and charter city (“**Placentia**”). Anaheim and Placentia are sometimes referred to herein individually as the “**Party**” or collectively as the “**Parties**”, or “**Responsible Agency**”

### **RECITALS**

- A.** WHEREAS, BNSF RAILWAY COMPANY (“BNSF”), a Delaware corporation, owns and operates lines of railroad in and through the City of Placentia and the City of Anaheim, County of Orange, State of California, that include Kraemer Boulevard, Orangethorpe Avenue, Tustin Avenue/Rose Drive, and Lakeview Avenue, hereinafter referred to as (“**Rail Corridor**”);
- B.** WHEREAS, ORANGE COUNTY TRANSPORTATION AUTHORITY (“OCTA”), a public corporation of the State of California, and Placentia entered into an agreement to grade separate “Rail Corridor”, said grade separation more particularly described herein, inclusive of ARTICLE I – SCOPE OF WORK;
- C.** WHEREAS, the grade separation will be located in Placentia and Anaheim;
- D.** WHEREAS, the Parties desire to enter into an agreement that will define separation of ownership and maintenance and are willing to share in the cost of maintenance and repair of improvements as defined and identified in Exhibit “A”, Section G, Article VII (“Delegation of Maintenance) and in accordance with the provisions of this Agreement;
- E.** WHEREAS, pursuant to this Agreement, Anaheim and Placentia desire to set forth their respective responsibilities for performing and funding the operation, repair and maintenance, more particularly described herein;

**NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS CONTAINED HEREIN, THE PARTIES HERETO DO AGREE AS FOLLOWS:**

## **AGREEMENT**

### **A. ARTICLE I – SCOPE OF WORK**

The term “**Project**” or “**Projects**” as used herein includes any and all work related to the construction of the following projects:

- a) Kraemer Boulevard Undercrossing, (“Kraemer Undercrossing”)
- b) Lakeview Avenue Overcrossing, (“Lakeview Overcrossing”)
- c) Orangethorpe Avenue Overcrossing, (“Orangethorpe Overcrossing”)
- d) Tustin Avenue/Rose Drive Overcrossing, (Tustin/Rose Overcrossing”)

All maintenance work related to the above Project(s) are more particularly described throughout this agreement, and in, **Exhibit “A”**, attached hereto and incorporated herein. Such maintenance work includes but is not limited to railroad right of way, drainage pump station, landscaping/irrigation, lighting, electrical including traffic signals, street; litter, debris and graffiti; fence/retaining walls cleanup, maintenance access roadway, drainage facilities, sewer facilities, and bridge Structure/retaining wall Structure.

The term “Structure” as used herein shall mean the Undercrossing/or Overcrossing constructed, including retaining wall.

### **B. ARTICLE II – MAINTENANCE AND MANAGEMENT**

Maintenance is defined in as follows:

- a) The preservation and keeping of rights of way, and each type of roadway, structure, safety convenience or device, planting, illumination equipment and other facility to which it has been improved or constructed, but does not include reconstruction, or other improvement.
- b) Operation of special safety conveniences and devices, and illuminating equipment.
- c) The special or emergency maintenance or repair necessitated by accidents or by storms or other weather conditions, slides, settlements or other unusual or unexpected damage to a roadway, structure or facility.

Lead Agency or Responsible Agency will maintain and operate the property developed, constructed, rehabilitated, or restored by Project(s) for its intended public use until such time as the Parties might amend this Agreement to provide otherwise. With the approval of both Parties, the Lead or Responsible Agency may transfer obligation and responsibility to maintain, operate and manage Project(s) properly for that intended public purpose to another public entity. Project(s) and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as Project(s)

reasonably requires. Said operations and maintenance staff may be employees of Parties, another unit of government, or a contractor under agreement with the Lead or Responsible Agency. All maintenance will be performed at regular intervals or as required for efficient operation of the complete Project(s) improvements.

**i) Maintenance of Railroad Right of Way** – unless otherwise specifically itemized in Exhibit “A”, maintenance of railroad right of way shall include but not be limited to the maintenance, repair and proper operations of any street improvements, including any retaining walls, drainage, sewer, electrical, street approaches, removal and cleanup of litter, debris, trash, and graffiti including painting, maintenance of crossing numbers/or bridge numbers in legible condition in the conspicuous locations where applied; traffic control, safety and convenience of traffic; emergency responses, reports and inspection; miscellaneous (preventive maintenance) and appurtenances thereto, all conforming to the Public Utilities Commission of the State of California, including specific maintenance work requirements as stated in the Construction and Maintenance Agreement for the “Rail Corridor” by and between BNSF, OCTA, and Placentia more specifically identified as Agreement Numbers xxxx, xxxx, xxxx, and xxxx; however, nothing herein contained shall relieve BNSF of any liability it would otherwise have with respect to damage caused to said Project(s) by negligent act or omission of BNSF or its employees.

**The Parties mutually agree that no maintenance within the railroad right of way will interfere with the operations of the “Rail Corridor” during the fourth quarter of each calendar year.** Emergency work will be permitted only upon prior notification to BNSF’s Network Operations Center (telephone number: 800-832-5452). The Parties hereto mutually understand and agree that trains cannot be subjected to delay during this time period.

No maintenance or repair work shall reduce the vertical clearance over roadways or changes the load carrying capacity of the structures without prior approval by BNSF.

Maintenance or repair work may control or alter the flow of roadway traffic only if absolutely necessary for public safety or to prevent a serious interruption of railroad service so as not to endanger or interfere with the safe operation of the tracks and property of the railroad, including but not limited to traffic moving on such tracks, as well as wires, signals and other property of the Railroad, its tenants or licensees, at or in the vicinity of the work. Traffic control shall conform to “M9: Traffic Control, Safety and Convenience of Traffic”. No excavation within the traveled way shall be left open unless maintenance or repair work is in progress as specifically authorized and adequate protection of traffic is provided. Routine maintenance (as specifically itemized in Exhibit “A” “Description” and defined in Section E, Article V – Maintenance Functions) shall be limited between 9:00 AM and 3:00 PM, or as directed by the Party’s authorized representative.

Placentia must notify and obtain prior authorization from BNSF's Manager of Public Projects before entering BNSF's Rail Corridor to perform any maintenance work with heavy tools, equipment or machinery at ground surface level horizontally within 25'-0" of the centerline of the nearest track and must procure and maintain the insurance coverage required by BNSF and compliance with the obligations as set forth in said "Construction and Maintenance Agreements".

The aesthetics within the railroad right of way shall be preserved after maintenance work is completed.

A. Upon the commencement of the repair and maintenance of the Railroad right of way by the Responsible Agency, all prior agreements between the Parties pertaining to the Shared Quiet Zone Supplemental Safety Improvements Maintenance Costs including but not limited to the following agreement, shall terminate with no further action of the Parties being required:

1. Agreement No. 4843 dated September 25, 2007, by and between the Parties pertaining to the Shared Quiet Zone Supplemental Improvements Maintenance Costs at the following Rail Crossing locations as identified in Exhibit "A" of said Agreement:

- a) Kellogg Drive & Orangethorpe Avenue
- b) Lakeview Avenue & Orangethorpe Avenue
- c) Richfield Road & Orangethorpe Avenue
- d) Jefferson Street & Orangethorpe Avenue
- e) Rose Drive & Tustin Avenue & Orangethorpe Avenue
- f) Orangethorpe Avenue
- g) Kraemer Blvd. & Crowther Avenue
- h) Placentia Avenue

**ii) Right of Way Maintenance** – unless otherwise expressly provided herein and specifically itemized in Exhibit "A", Anaheim and Placentia shall be solely responsible for the operation, maintenance and repair of all public street facilities and improvements located within their respective boundaries. These facilities shall include, but shall not be limited to any structure, street improvements, retaining walls, drainage facilities, sewer facilities, electrical, street approaches, removal and cleanup of litter, debris, trash, and graffiti including painting; traffic control, safety and convenience of traffic; emergency responses, reports and inspection; miscellaneous (preventive maintenance) and appurtenances thereto, all conforming to "Item C, Article III – Degree of Maintenance", of this Agreement.

Maintenance or repair work may control or alter the flow of roadway traffic only if absolutely necessary for public safety. Traffic control shall conform to "M9: Traffic Control, Safety and Convenience of Traffic". No excavation within the traveled way shall be left open unless maintenance or repair work is in progress as

specifically authorized and adequate protection of traffic is provided. Routine maintenance (as specifically itemized in Exhibit "A" "Description" and defined in Section E, Article V – Maintenance Functions) shall be limited between 9:00 AM and 3:00 PM, or as directed by the Parties' authorized representative.

The **Party** performing the maintenance work shall notify the affected Party if any work will interfere in the smooth traffic flow within its respective roadways.

The aesthetics within the Party's jurisdiction or boundaries shall be preserved after maintenance work is completed.

**C. ARTICLE III – DEGREE OF MAINTENANCE**

The degree or extent of maintenance work to be performed and the standards therefore shall be in accordance with those standards as prescribed by the City of Anaheim and City of Placentia, or as may be prescribed from time to time by the Public Works Director, or as may be prescribed by applicable local, state or federal law. "Public Works Director," as used herein, means the Director of the Department of Public Works for Anaheim and/or Placentia, or his or her authorized representative.

The Parties reserve the option to check at random all areas maintained as described herein, inclusive of MAINTENANCE FUNCTIONS provided in Exhibit "A", to assure conformance to maintenance levels. Failure of the Parties to comply with the maintenance levels may be considered a default under the terms of this Agreement and reason to terminate this Agreement as more particularly described herein. However, this random check does not preempt the Parties' maintenance responsibilities as spelled out in the Agreement.

An encroachment permit will be required for third parties when maintenance work is re-delegated. Such re-delegated work shall be performed to the same levels of service as spelled out herein and will be subject to the same random checks as provided for work performed directly by Party's forces.

The level of service of maintenance in each of the MAINTENANCE FUNCTIONS identified in Exhibit "A" has been considered in setting the authorized total percentage of maintenance and responsibilities (or authorized corresponding total dollar amounts) for the Parties. The Public Works Director may in their reasonable discretion, authorize adjustments, as needed, due to inflation.

**D. ARTICLE IV – LEGAL RELATIONS AND RESPONSIBILITIES**

Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this contract or affect the legal liability of either party to the contract by imposing any standard of care

respecting the maintenance of "Project(s)" different from the standard of care imposed by law.

It is understood and agreed that the other Party nor any of its officer or employee is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the Responsible Agency under or in connection with any work, authority or jurisdiction delegated and agreed to be maintained by the Responsible Agency under this agreement. It is understood and agreed that pursuant to Government Code section 895.4, the Responsible Agency shall defend, indemnify and save harmless the other party engaged in this agreement, all of its officers and employees from all claims, suits or actions of every name, kind and description brought for or in account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by the Responsible Agency under or in connection with any work, authority or jurisdiction as agreed to be delegated to the Responsible Agency under this agreement.

**E. ARTICLE V – MAINTENANCE FUNCTIONS**

The Responsible Agency shall perform only those maintenance functions as specifically described and identified in Exhibit 'A'.

The following maintenance functions of the Responsible Agency are as follows:

- M1-A: Bridge Structure (Overcrossing, Undercrossing, Retaining Wall Structure within abutment)
- M1-B: Retaining Wall Structure (within jurisdictional boundaries)
- M2: Drainage Facilities and Appurtenances
- M3-A: Electrical (Electrical Facilities)
- M3-B: Electrical (Decorative Lights)
- M3-C: Electrical (Traffic Signal)
- M4: Landscaping
- M5: Litter, Debris, and Graffiti
- M6: Other Structures (Drainage Pump Station)
- M7: Sewer Facilities
- M8: Street or Roadway (Flexible Roadbeds/Rigid Roadbeds)
- M9: Traffic Control, Safety and Convenience of Traffic

**MAINTENANCE FUNCTION DESCRIPTIONS:**

**M1-A: Bridge Structure (Overcrossing, Undercrossing, Retaining Wall Structure within Abutment)** – this provides for repairing damage or deterioration in various bridge/structural components, expansion joints, sealing concrete surfaces, maintenance of electrical and mechanical equipment on moveable span bridges, and the operation of the moveable spans of bridges; response to a problem on bridge/structures that affects public safety or the

structural integrity of the structure; periodic engineering inspections performed by Parties' Maintenance Engineers and Bridge/Structure Inspection Reports. No changes or deviations shall be made to bridge/structures without the concurrence of both Parties. Frequency of inspection is as agreed by both Parties; special attention should be given to any condition that affects the safety and/or structural capacity. Parties may elect to do the agreed work with their own forces, provided that the work is within statutory and policy limitations as set forth in this agreement.

No maintenance or repair work shall reduce the vertical clearance over roadways or changes the load carrying capacity of the structures.

Cleaning and painting of the bridge/or structural components such as walls and railings shall be inclusive of "M5: Litter, Debris, and Graffiti"; electrical energy for electrical facilities shall be inclusive of "M3-A, M3-B, M3-C: Electrical". Cleaning out drains/drainage structures shall be inclusive of "M2: Drainage Facilities and Appurtenances". Retaining Wall Structures elsewhere, shall be inclusive of "M1-B: Retaining Wall Structure within Jurisdictional Boundaries".

The following problems are included:

1. Substructure
2. Superstructure – steel, concrete (does not apply to "Undercrossing")
3. Expansion joints
4. Railings
5. Miscellaneous (also includes Preventive Maintenance)

**M1-B: Retaining Wall Structure within Jurisdictional Boundaries** – this provides for repairing damage or deterioration of the retaining wall structures, including footings/or foundations within Anaheim City limits or Placentia City limits, unless otherwise specifically stated in ; response to problem that affects public safety or the structural integrity of the walls; periodic engineering inspections performed by Parties' Maintenance Engineers. No changes or deviations shall be made to the retaining wall structures within their respective boundaries without the concurrence of Anaheim or Placentia. Parties may elect to do the agreed work with their own forces, provided that the work is within statutory and policy limitations as set forth in this Agreement.

Cleaning and painting of the retaining walls and railings shall be inclusive of "M5: Litter, Debris, and Graffiti"; electrical energy for electrical facilities shall be inclusive of "M3-A, M3-B, M3-C: Electrical". Cleaning out drains/drainage structures shall be inclusive of "M2: Drainage Facilities and Appurtenances".

**M2: Drainage Facilities and Appurtenances** – this provides for cleaning, maintaining, and repairing storm drain manholes, culverts, ditches, catch basins, drains, drainage structures and appurtenances within the Party's right-of-way

boundary line unless otherwise stated in Exhibit "A", attached in this Agreement. The following problems are included:

1. Drainage obstruction – ditch/channel, drains/culverts
2. Worn/damaged drainage facility
3. Miscellaneous (also includes Preventive Maintenance)

**M3-A: Electrical (Electrical Facilities)** – this provides work performed on street/roadway electrical facilities including safety lighting (excludes safety lighting mounted on top of signal pole) and sign lighting. It also includes the electrical energy for these items.

**M3-B: Electrical (Decorative Lights)** – this provides work performed on street/roadway decorative lighting. It also includes the electrical energy for these items.

**M3-C: Electrical (Traffic Signal)** – this provides work performed on street/roadway traffic signal system, including flashing beacons, traffic signals, and safety lighting mounted on top of signal pole. It also includes the electrical energy for these items.

This shall also provide emergency operation of traffic signals during equipment failure. Flashing operation shall be considered as the "primary emergency mode of operation at all intersection". Red/Yellow or all red may be used, as determined by the Responsible Agency's Traffic Engineering. Every effort shall be made to restore the intersection to normal operation as soon as possible.

Maintenance of the "designed" timing is the responsibility of the Responsible Agency. Timing records shall be kept in both Responsible Agency's Maintenance and Traffic Management Center.

### **Operations and Maintenance of Traffic Signals at Shared Intersections**

- A. Responsible Agency agrees to operate, control, and maintain the traffic signals at those intersections identified in Exhibit "A". Responsible Agency further agrees to undertake control of those intersections identified in Exhibit "A" when traffic signals are inoperable from whatever cause arising. Responsible Agency shall establish and maintain records concerning the cost of operating the traffic signals and the control of the intersections. The cost of maintenance and repair shall include regular maintenance, emergency maintenance, replacement, electric power and telephone interconnect charges; less any amounts recovered by the Responsible Agency from third parties.
- B. The Parties agree to share the cost of the repair and maintenance of the traffic signals in accordance with the division of cost set forth in Exhibit "A".

Cost shall not include the cost to modify or upgrade the traffic signals without amending this Agreement.

C. Submission of Bills/or Invoices, dispute, and payment of invoices shall be in accordance with the provisions of this Agreement.

D. Upon the commencement of the repair and maintenance of the traffic signals by the Responsible Agency, all prior agreements between the Parties pertaining to maintenance of traffic signals at shared intersections, including but not limited to the following agreement, shall terminate with no further action of the Parties being required:

1. Agreement No. 4843 dated September 25, 2007, by and between the Parties pertaining to the traffic signal at the following locations as identified in Exhibit "A" of said Agreement:

- a) Lakeview Avenue & Orangethorpe Avenue
- b) Jefferson St. & Orangethorpe Avenue
- c) Rose Dr./Tustin Avenue & Orangethorpe Avenue
- d) Chapman Avenue & Orangethorpe Avenue
- e) Kraemer Blvd. & Orangethorpe Avenue
- f) Kraemer Blvd. & Crowther Avenue
- g) Placentia Avenue & Via Burton St. & La Jolla Street

**M4: Landscaping** – this provides for maintenance, repair and operation of irrigation system, watering, fertilizing, removal of shrubs, and control of weeds in planted areas. This also includes trimming, removal, and spraying of trees, replacement of plants, shrubs, and trees, and pest control in planted areas. The following problems are included:

1. Weed control
2. Pruning/trimming/removing/replacing
3. Irrigation
4. Miscellaneous (also includes Preventive Maintenance)

**M5: Litter, Debris, and Graffiti** – this provides for removal of litter, debris, and graffiti from roadway surfaces, roadsides, concrete pavement, sidewalks, curb, curb and gutter, bridges including overpass, underpass, retaining walls, fences; removal of debris and drift from piers, bearing seats, abutments, etc. This shall also provide emergency response for roadway spills, proper identification or assessment of spilled substance, cleanup operations and ensure its proper disposal. The following problems are included:

1. Repainting
2. Debris/carcass pickup
3. Law enforcement patrol

4. Sweeping
5. Litter pickup
6. Storm water pollution prevention compliance
7. Spills (Includes hazardous materials and spills emergencies)
8. Miscellaneous (also includes Preventive Maintenance)

**M6: Other Structures (Drainage Pump Station)** – this provides for the maintenance, repair, proper operations and cleaning of this intricate facility of structural, mechanical, and electrical combination for drainage/preventing water inundation. The following problems are included:

1. Drainage Pump station/plant
2. Miscellaneous (also includes Preventive Maintenance)

**M7: Sewer Facilities and Appurtenances** – this provides for maintaining and repairing sewer manhole, lids and covers, cleanouts, pipes and fittings, leakage, and appurtenances within jurisdictional boundary lines unless otherwise stated in Exhibit “A”, of this Agreement. The following problems are included:

1. Sewer main line/lateral and manhole obstructions – includes response and emergency maintenance
2. Damaged sewer facility
3. Miscellaneous (also includes Preventive Maintenance)

#### **M8: Street or Roadway**

##### **a) Flexible Roadbeds**

This provides for patching, sealing, and maintaining the surface and base courses of asphalt surfaced roadways including asphalt surfaced shoulders. The following problems are included:

1. Crack/joint repair
2. Poor ride quality
3. Structural pavement failure
4. Potholes/local depressions
5. Miscellaneous (also includes Preventive Maintenance)

##### **b) Rigid Roadbeds**

1. Crack/joint repair
2. Poor ride quality
3. Structural pavement failure
4. Bridge approach/departure
5. Paved shoulder – Preventive maintenance and repair
6. Miscellaneous (also includes Preventive Maintenance)

**M9: Traffic Control, Safety and Convenience of Traffic (Traffic Guidance)**

This provides for the repainting of traffic stripes and markings and the cleaning, removal, and replacement of raised pavement markers. Cleaning, replacement, and general maintenance of signs and supports, including support structures for overhead signs are included. This also includes the repair, cleaning, and replacement of guideposts, markers, guard rail, and energy dissipators as well as the repair of median barriers and their appurtenances. The following problems are included:

1. Pavement striping
2. Pavement markings
3. Raised pavement markings
4. Signs
5. Roadside markers
6. Guard rail
7. Median barrier
8. Vehicle energy attenuator
9. Miscellaneous

**F. ARTICLE VI – EXPENDITURE AUTHORIZATION**

The Party will reimburse the Responsible or Lead Agency for actual cost of all routine maintenance work performed by the Responsible Agency as further described in Exhibit "A" of this Agreement. It is also agreed that during any fiscal year, the maximum division of costs on any Maintenance Agreement shall not exceed the percentage of cost as shown on said Exhibit "A" of this Agreement, unless such percentage is revised by an amended Agreement.

A new "Delegation of Maintenance" sheet (Exhibit "A") will be provided annually by the Responsible Agency for the ensuing fiscal year, if necessary, to ensure equitable annual cost.

The percentage of costs for routine maintenance work as referred to above may be increased or decreased, or additional percentage of costs for specific "Projects" may be made, when such adjustment for routine maintenance (as specifically itemized in Exhibit "A" "Description" and defined in Section E, Article V – Maintenance Functions) or such specific work is authorized in writing by individual "Party" or his or her authorized representative, and which writing shall not be unreasonably withheld.

Additional adjustment to percentage of cost thus authorized shall apply during the fiscal year designated therein and shall not be deemed to permanently modify or change the basic division of costs as hereinafter specified. An

adjustment of the said division of cost, either increase or decrease, shall not affect other terms of the Agreement.

**G. ARTICLE VIII – SUBMISSION OF BILLS/INVOICES**

The Responsible Agency shall submit to the other Party quarterly invoices, for the other Party's share of the repair and maintenance costs for the Maintenance Functions identified in Exhibit "A", and the division of cost which the other Party has agreed to pay the Responsible Agency pursuant to this Agreement. The Parties agree to pay said approved invoices, within thirty (30) days of receipt of such invoices. In the event the other Party should dispute any invoice, or portion thereof, the Director of Public Works for each Party shall meet and confer in an attempt to resolve the dispute within thirty (30) days after the other Party delivers its dispute in writing to the other Party.

**H. ARTICLE IX – TERM OF AGREEMENT**

This Agreement shall take effect from and after the date of adoption, approval and execution by each Party pursuant to official action of the governing bodies thereof (the "**Effective Date**") and shall continue thereafter until such time as the Agreement is terminated by either Party, as described herein below.

Either Party may terminate any items or any of their obligations as set forth in Exhibit "A" to this Agreement upon six (6) months written notice to the other Party; provided however, should either Party fail, in its annual appropriations, to appropriate money to meet the obligations provided in Exhibit "A" of this Agreement, said Party may, upon thirty (30) days written notice to the other Party, terminate any of their obligations thereunder. Upon giving and receipt of notice of termination of any obligations provided in Exhibit "A" of this Agreement, the Parties shall negotiate in good faith to enter into a successor agreement for such obligations, duties and responsibilities. Pending finalization of such an agreement, these obligations shall continue to be operated and maintained as set forth herein.

**I. General Provisions**

A. Entire Agreement; Waivers and Amendments. This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties with respect to all or part of the subject matter hereof, except as may be expressly provided herein. All waivers of the provisions of this Agreement must be in writing and signed by an authorized representative of the Party to be charged, and all amendments hereto must be in writing and signed by the appropriate representatives of both Parties.

B. Severability. If any term, provision, condition, or covenant of this Agreement, or the application thereof to any Party or circumstance, shall to any extent be held invalid or unenforceable, the remainder of the instrument, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

C. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE RESPECTIVE DATES SET FORTH BELOW.**

**CITY OF ANAHEIM,**  
a municipal corporation and charter city

Dated: \_\_\_\_\_

By \_\_\_\_\_  
**TOM TAIT**  
City Mayor

**ATTEST:**

**LINDA N. ANDAL, CITY CLERK**

**APPROVED AS TO FORM:**

**CRISTINA TALLEY, CITY ATTORNEY**  
**CITY OF ANAHEIM**

By: \_\_\_\_\_  
LINDA N. ANDAL  
City Clerk

By: \_\_\_\_\_  
BRYN MORLEY  
Deputy City Attorney

**CITY OF PLACENTIA,**  
a municipal corporation and charter city

By \_\_\_\_\_  
**JEREMY B. YAMAGUCHI**  
City Mayor

**ATTEST:**

**PATRICK J. MELIA, CITY CLERK**

By: \_\_\_\_\_  
PATRICK J. MELIA  
City Clerk

**APPROVED AS TO FORM:**

**ANDREW V. ARCZYNSKI,  
CITY ATTORNEY**

**CITY OF PLACENTIA**

By: \_\_\_\_\_  
ANDREW V. ARCZYNSKI  
City Attorney

**EXHIBIT "A"**  
(Delegation of Maintenance)

**RAIL CORRIDOR: KRAEMER UNDERCROSSING**

**BETWEEN THE CITY OF PLACENTIA AND THE CITY OF ANAHEIM**

Reference: OCTA Railroad Grade Separation Plans – Kraemer Undercrossing, from  
Orangethorpe Avenue to Chapman Avenue in the Cities of Anaheim and Placentia C-0-1448

No.	MAINTENANCE FUNCTION	DESCRIPTION	RESPONSIBLE AGENCY (LEAD)	DIVISION OF COSTS	
				ANAHEIM % Cost Share	PLACENTIA % Cost Share
1	Article II – Section B, i) Railroad Right of Way	Railroad Right of Way (includes M2, M3-A, M4, M5, M7, M8, & M9); excludes M1-A (see 1A below) Includes Retaining Wall Structures within abutment (Capital/Maintenance) – includes various bridge/structural components (substructure, expansion joints, railings, etc.); excludes superstructure (by BNSF); excludes 1B, 1C & M5	Placentia	50%	50%
1A	M1-A: Bridge Structure (Undercrossing)		Placentia	50%	50%
1B	M1-B: Retaining Wall Structure Within City of Placentia	Includes Retaining Wall Structures (Capital/Maintenance) within City of Placentia only; excludes 1A, 1C, & M5	Placentia	0%	100%
1C	M1-B: Retaining Wall Structure Within City of Anaheim	Includes Retaining Wall Structures (Capital/Maintenance) within City of Anaheim only; excludes 1A, 1B, & M5	Anaheim	100%	0%
2A	M2: Drainage Facilities and Appurtenances	Storm Drainage System (Capital/Maintenance): from Hawaii Way to Northerly	Placentia	50%	50%
2B	M2: Drainage Facilities and Appurtenances	Storm Drainage System (Capital/Maintenance): from Storm Drain Junction Structure 'Line A-5' at Hawaii Way, southerly to Carbon Creek	Anaheim	50%	50%

			<b>Channel (Refer to sheets 40 to 41, Grade Separation Plans)</b>			
<b>3A</b>	<b>M3-C: Electrical (Traffic Signal)</b>		<b>Traffic Signals: Intersection Kraemer Blvd. &amp; Crowther Ave.</b>	<b>Placentia</b>	<b>100%</b>	<b>0%</b>
<b>3B</b>	<b>M3-C: Electrical (Traffic Signal)</b>		<b>Traffic Signals: Intersection Kraemer Blvd. &amp; Orangethorpe Ave.</b>	<b>Placentia</b>	<b>75%</b>	<b>25%</b>
<b>4</b>	<p><b>Article II – Section B, ii) Right of Way Including the following:</b></p> <p><b>M2: Drainage Facilities &amp; Appurtenances;</b></p> <p><b>M3-A: Electrical (Electrical Facilities)</b></p> <p><b>M4: Landscaping</b></p> <p><b>M5: Litter, Debris, Graffiti</b></p> <p><b>M7: Sewer Facilities</b></p> <p><b>M8: Street or Roadway (Flexible Roadbeds/Rigid Roadbeds)</b></p> <p><b>M9: Traffic Control, Safety and Convenience of Traffic</b></p>		<p><b>Right of Way (Anaheim)</b></p> <p><b>Excludes 2B above</b></p> <p><b>Electrical Facilities within Anaheim</b></p> <p><b>Includes Retaining Wall maintenance (no structure maintenance); excludes 1A &amp; 1C above</b></p>	<b>Anaheim</b>	<b>100%</b>	<b>0%</b>
<b>5</b>	<p><b>Article II – Section B, ii) Right of Way Including the following:</b></p> <p><b>M2: Drainage Facilities &amp; Appurtenances;</b></p> <p><b>M3-A: Electrical (Electrical Facilities)</b></p> <p><b>M4: Landscaping</b></p>		<p><b>Right of Way (Placentia)</b></p> <p><b>Excludes 2A &amp; 2B above</b></p> <p><b>Electrical facilities within Placentia</b></p>	<b>Placentia</b>	<b>0%</b>	<b>100%</b>

	<p><b>M5: Litter, Debris, Graffiti</b></p> <p><b>M7: Sewer Facilities</b></p> <p><b>M8: Street or Roadway (Flexible Roadbeds/Rigid Roadbeds)</b></p> <p><b>M9: Traffic Control, Safety and Convenience of Traffic</b></p>	<p><b>Includes Retaining Wall maintenance (no structure maintenance); excludes 1A &amp; 1B above</b></p>	
6	<p><b>M6: Other Structures (Drainage Pump Station)</b></p>	<p><b>Drainage Pump Station</b></p>	<p><b>Placentia</b></p> <p><b>50%</b></p> <p><b>50%</b></p>

**EXHIBIT "A"**  
**(Delegation of Maintenance)**

**RAIL CORRIDOR: LAKEVIEW OVERCROSSING**

**BETWEEN THE CITY OF PLACENTIA AND THE CITY OF ANAHEIM**

**Reference: OCTA Railroad Grade Separation Plans – Lakeview Overcrossing, from Eisenhower Circle to Orchard Drive in the Cities of Anaheim and Placentia C-8-0962**

No.	MAINTENANCE FUNCTION	DESCRIPTION	RESPONSIBLE AGENCY (LEAD)	DIVISION OF COSTS	
				ANAHEIM % Cost Share	PLACENTIA % Cost Share
1	Article II – Section B, i) Railroad Right of Way	Railroad Right of Way (includes M2, M3-A, M4, M5, M7, M8, & M9); excludes M1-A (see 1A below)	Anaheim	50%	50%
1A	M1-A: Bridge Structure (Overcrossing)	Includes Retaining Wall Structures within abutment (Capital/Maintenance) - various bridge/structural components (substructure, superstructure, expansion joints, railings, etc.); excludes 1B, 1C & M5	Anaheim	50%	50%
1B	M1-B: Retaining Wall Structure Within City of Placentia	Includes Retaining Wall Structures (Capital/Maintenance) within City of Placentia only; excludes 1A, 1C, & M5	Placentia	0%	100%
1C	M1-B: Retaining Wall Structure Within City of Anaheim	Includes Retaining Wall Structures (Capital/Maintenance) within City of Anaheim only; excludes 1A, 1B, & M5	Anaheim	100%	0%
2	M3-B: Electrical (Decorative Lights)	Decorative Street Lights	Anaheim	100%	0%
3	Article II – Section B, ii) Right of Way Including the following:	Right of Way (Anaheim)	Anaheim	100%	0%
	M2: Drainage Facilities & Appurtenances				

4	<p><b>M3-A: Electrical (Electrical Facilities)</b></p> <p><b>M4: Landscaping</b></p> <p><b>M5: Litter, Debris, Graffiti</b></p> <p><b>M7: Sewer Facilities</b></p> <p><b>M8: Street or Roadway (Flexible Roadbeds/Rigid Roadbeds)</b></p> <p><b>M9: Traffic Control, Safety and Convenience of Traffic</b></p> <p><b>Article II – Section B, ii) Right of Way Including the following:</b></p> <p><b>M2: Drainage Facilities &amp; Appurtenances;</b></p> <p><b>M3-A: Electrical (Electrical Facilities)</b></p> <p><b>M4: Landscaping</b></p> <p><b>M5: Litter, Debris, Graffiti</b></p> <p><b>M7: Sewer Facilities</b></p> <p><b>M8: Street or Roadway (Flexible Roadbeds/Rigid Roadbeds)</b></p> <p><b>M9: Traffic Control, Safety and Convenience of Traffic</b></p>	<p><b>Electrical Facilities within Anaheim</b></p> <p><b>Includes Retaining Wall maintenance (no structure maintenance); excludes 1A &amp; 1C above</b></p>	<p><b>Placentia</b></p>	0%	100%
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**EXHIBIT "A"**  
**(Delegation of Maintenance)**

**RAIL CORRIDOR: ORANGETHORPE OVERCROSSING**

**BETWEEN THE CITY OF PLACENTIA AND THE CITY OF ANAHEIM**

**Reference: OCTA Railroad Grade Separation Plans – Orangethorpe Overcrossing, from 1900' w/o to 980' e/o Miller St/Crowther Ave, City of Anaheim; and from 980' e/o Miller St/Crowther Ave to 950' e/o Chapman Ave, Placentia C-8-0987**

No.	MAINTENANCE FUNCTION	DESCRIPTION	RESPONSIBLE AGENCY (LEAD)	DIVISION OF COSTS	
				ANAHEIM % Cost Share	PLACENTIA % Cost Share
1	Article II – Section B, i) Railroad Right of Way	Railroad Right of Way (includes M2, M3-A, M4, M5, M7, M8, & M9); excludes M1-A (see 1A below)	Placentia	50%	50%
1A	M1: Bridge Structure (Overcrossing)	Includes Retaining Wall Structures within abutment (Capital/Maintenance) - various bridge/structural components (substructure, superstructure, expansion joints, railings, etc.); excludes 1B, 1C & M5	Anaheim	50%	50%
1B	M1-B: Retaining Wall Structure Within City of Placentia	Includes Retaining Wall Structures (Capital/Maintenance) within City of Placentia only; excludes 1A, 1C, & M5	Placentia	0%	100%
1C	M1-B: Retaining Wall Structure Within City of Anaheim	Includes Retaining Wall Structures (Capital/Maintenance) within City of Anaheim only; excludes 1A, 1B, & M5	Anaheim	100%	0%
2A	M3-C: Electrical (Traffic Signal)	Traffic Signals: Intersection Orangethorpe Ave. & Miller St.	Placentia	100%	0%
2B	M3-C: Electrical (Traffic Signal)	Traffic Signals: Intersection Orangethorpe Ave. & Chapman Ave.	Placentia	0%	100%
2C	M3-C: Electrical (Traffic Signal)	Traffic Signals: Intersection Orangethorpe Ave. & Traub Lane	Placentia	25%	75%

3	<p><b>Article II – Section B,</b>  <b>ii) Right of Way Including</b>  <b>the following:</b></p> <p><b>M2: Drainage Facilities &amp;</b>  <b>Appurtenances;</b></p> <p><b>M3-A: Electrical (Electrical</b>  <b>Facilities)</b></p> <p><b>M4: Landscaping</b></p> <p><b>M5: Litter, Debris, Graffiti</b></p> <p><b>M7: Sewer Facilities</b></p> <p><b>M8: Street or Roadway</b>  <b>(Flexible Roadbeds/Rigid</b>  <b>Roadbeds)</b></p> <p><b>M9: Traffic Control, Safety</b>  <b>and</b>  <b>Convenience of Traffic</b></p>	<p><b>Right of Way (Placentia)</b></p> <p><b>Electrical Facilities within Placentia</b></p> <p><b>Includes Retaining Wall maintenance</b>  <b>(no structure maintenance); excludes</b>  <b>1A &amp; 1B above</b></p>	<p><b>Placentia</b></p>	<p><b>0%</b></p>	<p><b>100%</b></p>
4	<p><b>Article II – Section B,</b>  <b>ii) Right of Way Including</b>  <b>the following:</b></p> <p><b>M2: Drainage Facilities &amp;</b>  <b>Appurtenances;</b></p> <p><b>M3: Electrical (Electrical</b>  <b>Facilities)</b></p> <p><b>M4: Landscaping</b></p> <p><b>M5: Litter, Debris, Graffiti</b></p> <p><b>M7: Sewer Facilities</b></p>	<p><b>Right of Way (Anaheim)</b></p> <p><b>Electrical Facilities within Anaheim</b></p> <p><b>Includes Retaining Wall maintenance</b>  <b>(no structure maintenance); excludes</b>  <b>1A &amp; 1C above</b></p>	<p><b>Anaheim</b></p>	<p><b>100%</b></p>	<p><b>0%</b></p>

	<p><b>M8: Street or Roadway (Flexible Roadbeds/Rigid Roadbeds)</b></p> <p><b>M9: Traffic Control, Safety and Convenience of Traffic</b></p>				
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**EXHIBIT "A"**  
**(Delegation of Maintenance)**

**RAIL CORRIDOR: TUSTIN/ROSE OVERCROSSING**

**BETWEEN THE CITY OF PLACENTIA AND THE CITY OF ANAHEIM**

**Reference: OCTA Railroad Grade Separation Plans – Tustin/Rose Overcrossing, from 1900' w/o to 980' e/o Miller St/Crowther Ave, City of Anaheim; and from 980' e/o Miller St/Crowther Ave to 950' e/o Chapman Ave, Placentia C-8-0987**

	MAINTENANCE FUNCTION	DESCRIPTION	RESPONSIBLE AGENCY (LEAD)	DIVISION OF COSTS	
				ANAHEIM % Cost Share	PLACENTIA % Cost Share
1	Article II – Section B, i) Railroad Right of Way	Railroad Right of Way (includes M2, M3-A, M4, M5, M7, M8, & M9); excludes M1-A (see 1A below)  Includes Retaining Wall Structures within abutment (Capital/Maintenance) - various bridge/structural components (substructure, superstructure, expansion joints, railings, etc.); excludes 1B, 1C & M5	Anaheim	50%	50%
1A	M1: Bridge Structure (Overcrossing)		Anaheim	50%	50%
1B	M1-B: Retaining Wall Structure Within City of Placentia	Includes Retaining Wall Structures (Capital/Maintenance) within City of Placentia only; excludes 1A, 1C, & M5	Placentia	0%	100%
1C	M1-B: Retaining Wall Structure Within City of Anaheim	Includes Retaining Wall Structures (Capital/Maintenance) within City of Anaheim only; excludes 1A, 1B, & M5	Anaheim	100%	0%
2	M3-C: Electrical (Traffic Signal)	Traffic Signals (2)	Placentia	0%	100%
3	Article II – Section B, ii) Right of Way Including the following:  M2: Drainage Facilities & Appurtenances;	Right of Way (Anaheim)	Anaheim	100%	0%

2	<p>M3: Electrical (Electrical Facilities)</p> <p>M4: Landscaping</p> <p>M5: Litter, Debris, Graffiti</p> <p>M7: Sewer Facilities</p> <p>M8: Street or Roadway (Flexible Roadbeds/Rigid Roadbeds)</p> <p>M9: Traffic Control, Safety and Convenience of Traffic</p> <p>Article II – Section B, i) Right of Way Including the following:</p> <p>M2: Drainage Facilities &amp; Appurtenances;</p> <p>M3: Electrical (Electrical Facilities)</p> <p>M4: Landscaping</p> <p>M5: Litter, Debris, Graffiti</p> <p>M7: Sewer Facilities</p> <p>M8: Street or Roadway (Flexible Roadbeds/Rigid Roadbeds)</p> <p>M9: Traffic Control, Safety and Convenience of Traffic</p>	<p>Electrical Facilities within Anaheim</p> <p>Includes Retaining Wall maintenance (no structure maintenance); excludes 1A &amp; 1C above</p> <p>Right of Way (Placentia)</p> <p>Electrical Facilities within Placentia</p> <p>Includes Retaining Wall maintenance (no structure maintenance); excludes 1A &amp; 1B above</p>	Placentia	0%	100%
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# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL  
VIA: CITY ADMINISTRATOR  
FROM: SENIOR MANAGEMENT ANALYST  
DATE: AUGUST 7, 2012

SUBJECT: **RECOMMENDATION TO APPROVE QUITCLAIM DEED FOR CONVEYANCE OF THE KRAEMER STORM DRAIN CHANNEL FROM ORANGE COUNTY FLOOD CONTROL DISTRICT, FROM ALTA VISTA STREET SOUTH TO THE CITY BOUNDARY LOCATED AT THE RAILROAD RIGHT OF WAY AND FROM ORANGETHORPE AVENUE TO THE CARBON CREEK CHANNEL**

FINANCIAL  
IMPACT: EXPENSE: MINIMAL ANNUAL MAINTENANCE COSTS

### **SUMMARY:**

The Orange County Transportation Authority (OCTA) is overseeing the right of way, design, and construction of five railroad grade separation projects along the Orangethorpe rail corridor, in the cities of Placentia, Anaheim, and Fullerton. The construction of the Kraemer Boulevard railroad grade separation projects is underway. The subject action will approve a quitclaim deed between from the Orange County Flood Control District (OCFCD) to the City of Placentia to take ownership of the drainage line on Kraemer Boulevard, from Alta Vista Street south to the City boundary located at the railroad right of way and from Orangethorpe Avenue to the Carbon Creek Channel.

### **RECOMMENDATION:**

It is recommended that City Council take the following actions:

1. Approve a Quitclaim Deed from Alta Vista Street south to the City boundary located at the railroad right of way and from Orangethorpe Avenue to the Carbon Creek Channel, and
2. Adopt Resolution No. 2012 - \_\_\_\_, accepting the offer of dedication of right of way easement for public road and public utility purposes, and
3. Authorize the Mayor to sign the subject Quitclaim Deed and Termination of Agreement D76-110 and Certificate of Acceptance on behalf of the City, and

**1j**

**August 7, 2012**

4. Direct the City Clerk to endorse documents that accept Quitclaim Deed, and cause the document to be submitted to the Orange County Clerk Recorder of the Orange County for recording of the document.

**DISCUSSION:**

On May 19, 2009, the City Council approved a Cooperative Agreement between the City of Placentia and OCTA defining specific terms, conditions, and funding responsibilities for each party to construct five grade separations along the Orangethorpe railroad corridor. Under the terms of the agreement, the City of Placentia is obligated to maintain the bridge structures and appurtenances adjacent to the local street at crossing locations, including retaining walls, highway drainage, pump house facilities and lighting. In order for the City to comply with its obligations it is necessary for the City of Placentia to grant a variety of easements and take ownership of new and existing infrastructure. The Kraemer Grade Separation includes a realignment of the Kraemer Storm Drain that will not meet the Orange County Flood Control District's criteria. The total drainage area to the storm drain system is below 640 acres which is considered a size local jurisdictions are responsible to maintain. Since the realignments resulting from the grade separation, which is a benefit to the cities of Anaheim and Placentia, the cities have agreed to accept the Kraemer Storm Drain via quitclaim deed. This quitclaim deed will entirely remove the Orange County Flood Control District's responsibility for the Kraemer Storm Drain until it reaches the channel south of Orangethorpe Avenue. Contingent upon this the signing of the quitclaim deed, OCTA has acknowledged responsibility of the storm drain during construction of the Kraemer Grade Separation Project.

**FISCAL IMPACT:**

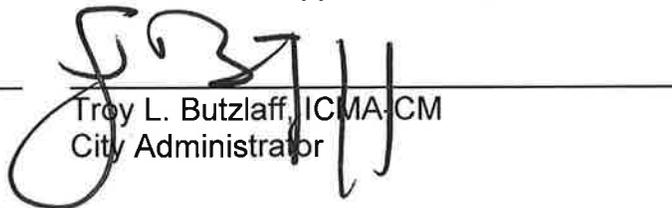
The City will maintain storm drain within the City boundaries at a minimal cost.

Prepared by:



Michael McConaha  
Senior Management Analyst

Reviewed and approved:



Troy L. Butzlaff, ICMA-CM  
City Administrator

**Attachments:**

1. Quitclaim Deed
2. Resolution
3. Certificate of Acceptance

RECORDED AT THE REQUEST OF:  
AND WHEN RECORDED MAIL TO:

City of Placentia  
401 E. Chapman Ave.  
Placentia, CA 92870

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Facility: Kraemer Storm Drain  
Facility No.: B01P25

**QUITCLAIM DEED and TERMINATION OF AGREEMENT D76-110**

For valuable consideration, receipt of which is hereby acknowledged,

ORANGE COUNTY FLOOD CONTROL DISTRICT (DISTRICT)  
A body corporate and politic,

does hereby remise, release and forever Quitclaim to the

CITY OF PLACENTIA (GRANTEE)  
A municipal corporation,

all RIGHT, TITLE and INTEREST in and to the real property in the City of Placentia, County of Orange, State of California, described as:

See EXHIBIT A,  
attached and by reference made a part.

By acceptance of this deed, GRANTEE accepts the storm drain facility in an "as is" condition and accepts all rights and obligations within Agreement D-76-110 (AGREEMENT), dated January 25, 1977 by and between DISTRICT and GRANTEE, attached as EXHIBIT B, and by reference made a part, DISTRICTS's rights and obligations for AGREEMENT are considered terminated by deed acceptance. DISTRICT makes no representations or warranties, express or implied, concerning the condition of the storm drain facilities.

Further, GRANTEE acknowledges and agrees that prior to commencement of any work involving entry into DISTRICT'S adjacent Carbon Creek Channel, GRANTEE shall notify County of Orange Director of OC Public Works Department in writing sixty (60) days in advance and shall obtain Director's written approval of all plans prior to commencement thereof and shall obtain a permit for construction from DISTRICT. Said approval shall not be withheld unreasonably, nor shall said approval be necessary in any emergency situation.

ORANGE COUNTY FLOOD CONTROL DISTRICT,  
a political subdivision of the State of California

Dated: 3-16-2012

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

Jess A. Carbajal, Director  
OC Public Works

Pursuant to Minute Order dated September 28, 1993

APPROVED AS TO FORM  
County Counsel

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

Deputy

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

2/28/2012

State of California )

County of Orange )

On

MARCH 16, 2012

before me,

Sergio Mora, Notary Public

personally appeared

JESS A. CARBAJAL

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he she/they executed the same in his her/their authorized capacity(ies), and that by his her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

[Handwritten Signature]



# EXHIBIT A

## LEGAL DESCRIPTION

KRAEMER BLVD. STORM DRAIN – CITY OF PLACENTIA  
Facility No.: B01P25

The westerly 50.00 feet of Kraemer Boulevard in the City of Placentia, County of Orange, State of California, as shown on those certain maps recorded in the Official Records in the office of the County Recorder of said county, and referenced as follows:

Tract No. 8446 filed in book 404, pages 1 through 2 of Miscellaneous Maps  
Tract No. 9693 filed in book 403, pages 47 through 48 of Miscellaneous Maps  
Tract No. 9694 filed in book 403, pages 49 through 50 of Miscellaneous Maps  
Parcel Map No. 87-222 filed in book 230, pages 3 through 4 of Parcel Maps

Bounded Northerly by the centerline of Alta Vista Street as shown on said Tract No. 9693, and

Bounded Southerly by the centerline of Chapman Avenue as shown on said Parcel Map No. 87-222.

TOGETHER with the westerly 50.00 feet of Kraemer Boulevard in the City of Placentia, County of Orange, State of California, as shown on Tract No. 9961 filed in book 441, pages 39 through 46 of Miscellaneous Maps recorded in the Official Records in the office of the County Recorder of said county.

Bounded Northerly by a line that is parallel with and northerly 27.00 feet from the Placentia City Limits as shown on said Tract No. 9961, and

Bounded Southerly by the Placentia City Limits as shown on said Tract No. 9961.

See EXHIBIT A-1 attached and by reference made a part.

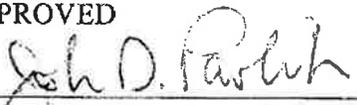
ALSO TOGETHER with a strip of land, 53.00 feet wide, the easterly line of said strip being the centerline of Kraemer Boulevard in the City of Placentia, County of Orange, State of California, as shown on Parcel Map 2008-131 filed in book 366, pages 20 through 25 of Parcel Maps recorded in the Official Records in the office of the County Recorder of said county.

Bounded Northerly by a line that is parallel with and northerly 20.00 feet from the centerline of Orangethorpe Avenue as shown on Tract No. 9149 filed in book 380, pages 1 through 4 of Miscellaneous Maps recorded in the Official Records in the office of the County Recorder of said county, and

Bounded Southerly by the northerly line of Parcel 1604 as described in the deed to the Orange County Flood Control District, recorded in book 5309, page 54 of said Official Records.

See EXHIBIT A-2 attached and by reference made a part.

APPROVED

  
Date: 2/2/11  
John D. Pavlik L.S. 5168  
Expiration Date: June 30, 2011





TR NO. 9693  
MM 403/47-48

SECTION IS OWNED AND  
MAINTAINED BY THE CITY  
OF PLACENTIA.

TR NO. 9694  
MM 403/49-50

APPROXIMATE STORM DRAIN  
LOCATION PER "PLANS FOR  
CONSTRUCTION OF THAT  
PORTION OF KRAEMER STORM  
DRAIN FROM CHAPMAN AVE.  
TO S'LY OF ALTA VISTA  
ST., FACILITY NO. B01P25  
FEBRUARY 1977".

TR NO. 8446  
MM 404/1-2

BLVD.

PM NO. 87-222  
PMB 230/3-4

KRAEMER STORM DRAIN  
(B01P25)

CHAPMAN

AV.

TR NO. 9961  
MM 441/39-46

SECTION IS OWNED AND  
MAINTAINED BY THE CITY  
OF PLACENTIA.

KRAEMER STORM DRAIN  
(B01P25)

APPROXIMATE STORM DRAIN  
LOCATION PER "PLANS FOR  
THE CONSTRUCTION OF THAT  
PORTION OF KRAEMER STORM  
DRAIN FROM CARBON CREEK  
CHANNEL TO A.T.&S.F.R.Y.,  
FACILITY NO. B01P25  
SEPTEMBER 1971".

TR NO. 9149  
MM 380/1-4

CROWTHER

PLACENTIA CITY LIMITS  
ANAHEIM CITY LIMITS

AV.



COUNTY OF ORANGE  
OC PUBLIC WORKS  
RIGHT - OF - WAY ENGINEERING

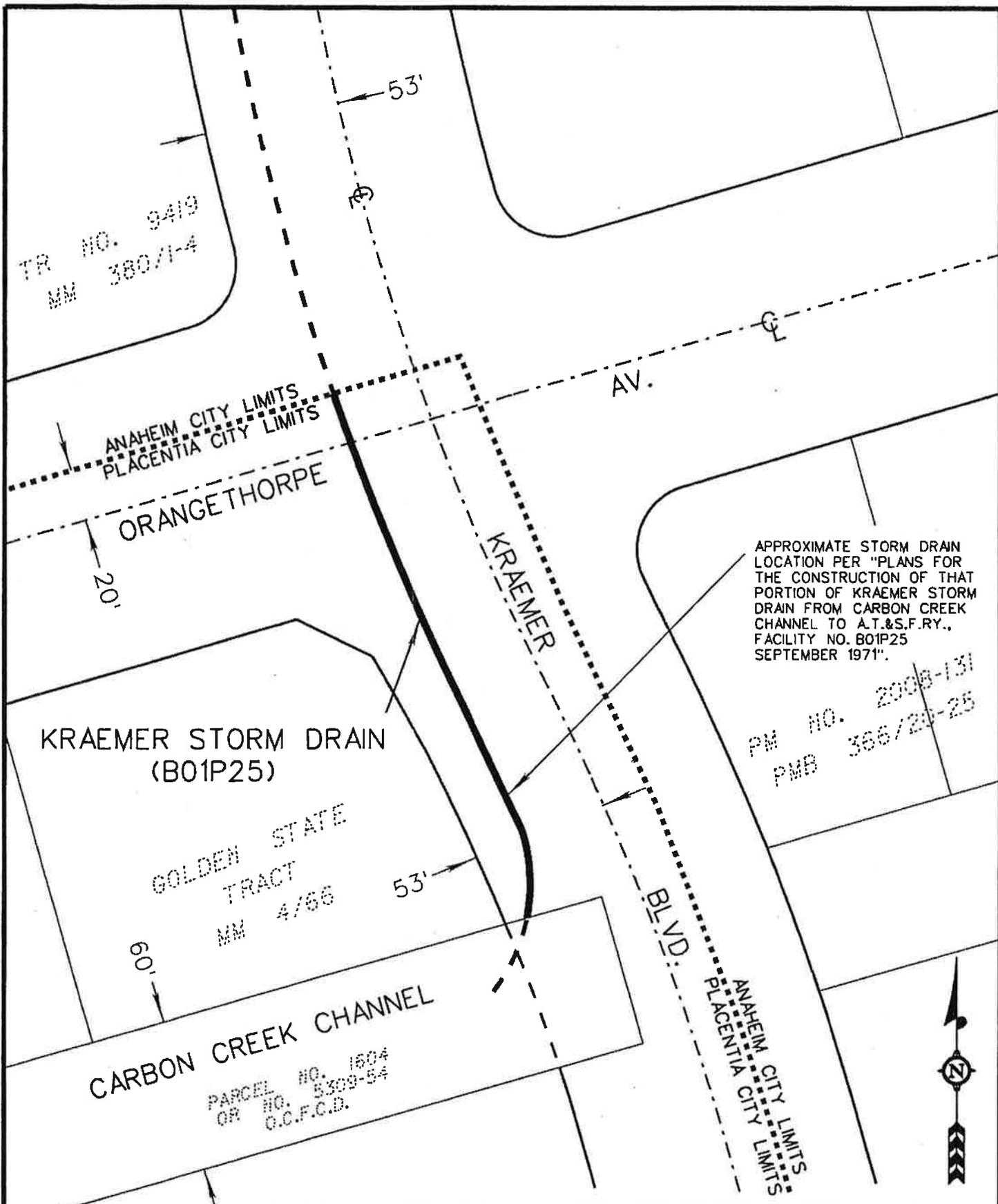
ID # 2010 - 062

SCALE : 1" = 350'

EXHIBIT A-1

Sheet 1 of 1

PROJECT : KRAEMER (B01P25) STORM DRAIN, CITY OF PLACENTIA



COUNTY OF ORANGE  
OC PUBLIC WORKS  
RIGHT - OF - WAY ENGINEERING

ID # 2010 - 062  
SCALE : 1" = 50'

# EXHIBIT A-2

Sheet 1 of 1

PROJECT : KRAEMER (B01P25) STORM DRAIN, CITY OF PLACENTIA

EXHIBIT B

RECEIVED  
JAN 28 1977

MINUTES OF THE BOARD OF SUPERVISORS  
OF ORANGE COUNTY, CALIFORNIA

January 25, 1977

IN RE: AGREEMENT KRAEMER STORM DRAIN CITY OF PLACENTIA

On motion of Supervisor Clark, duly seconded and unanimously carried, the Chairman and the Clerk are authorized to sign the agreement dated January 25, 1977, between the Orange County Flood Control District and the City of Placentia for the cooperative funding of the Kraemer Storm Drain as recommended by the Director, EMA, in his letter dated January 25, 1977.

IN RE: MENTAL HEALTH AGREEMENT STRAIGHT TALK CLINIC, INC.

On motion of Supervisor Clark, duly seconded and unanimously carried, the Chairman and the Clerk are authorized to sign the agreement dated January 25, 1977, between the County of Orange and Straight Talk Clinic, Inc., in the amount of \$11,652 providing for an early intervention and prevention program of structured social skills training for those hard to reach youths within Orange County who have a tendency toward drug-using behavior as recommended by the Director, Department of Mental Health, in his letter dated January 17, 1977.

IN RE: CONTRACT ALCOHOLISM SERVICES ORANGE COUNTY COMMISSION  
ON ALCOHOLISM FOR SPANISH SPEAKING

On motion of Supervisor Clark, duly seconded and unanimously carried, the Chairman and the Clerk are authorized to sign the contract dated January 25, 1977, in the sum of \$54,190 between the County of Orange and the Orange County Commission on Alcoholism for the Spanish Speaking (OCCASS) for the provision of Alcoholism services as recommended by the Director of Mental Health in his letter dated January 18, 1977.

EXHIBIT B

COPY NO. 2 - SECOND PARTY

Agreement No. D-76-110

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A G R E E M E N T

THIS AGREEMENT, for purposes of identification, hereby dated the 25

day of January, 1977, is

BY AND BETWEEN

ORANGE COUNTY FLOOD CONTROL DISTRICT,  
hereinafter referred to as "DISTRICT",

AND

CITY OF PLACENTIA, hereinafter referred  
to as "CITY".

W I T N E S S E T H

WHEREAS the frequent flooding that occurs along Kraemer Boulevard indi-  
cates the need for construction of the center portion of the Kraemer Storm Drain  
(Facility No. BOIP25) to properly convey storm runoff to Carbon Canyon Channel; and

WHEREAS, the City Engineers Flood Control Advisory Committee of Orange  
County has concurred in the allocation of construction funds for a portion of the  
Kraemer Storm Drain with the condition that CITY cooperate financially in the project;  
and

WHEREAS, DISTRICT and CITY desire to cooperate financially in the construction  
of Kraemer Storm Drain under a unified contract.

NOW, THEREFORE, IT IS MUTUALLY AGREED by and between DISTRICT and CITY as  
follows:

1. DISTRICT shall have contract plans and specifications prepared for that  
portion of the Kraemer Storm Drain extending northerly in Kraemer Boulevard from  
Chapman Avenue to Alta Vista Street, hereinafter referred to as "PROJECT". PROJECT  
design shall be for hydraulic capacity determined in accordance with DISTRICT's Design  
and Hydrology Manuals.

2. After approval of plans and specifications by CITY, DISTRICT shall  
advertise PROJECT for bids and award a contract to the lowest responsible bidder  
complying with all applicable Federal, State and local laws. However, if the  
apparent low bid in which the contract is to be awarded is over the estimated  
PROJECT cost of \$250,000, DISTRICT shall submit a summary of the bids received  
to CITY for approval prior to award. CITY agrees to withhold approval only

## EXHIBIT B

1 for a good cause. In the event of disagreement between DISTRICT and CITY regarding  
2 contract award, the requirements of DISTRICT shall prevail.

3 3. DISTRICT shall furnish a Resident Engineer during construction who  
4 shall be responsible for contract administration and for securing completion of the  
5 work in accordance with the approved plans and specifications. CITY may furnish an  
6 inspector to consult with DISTRICT's Resident Engineer regarding construction,  
7 but the decisions of DISTRICT's Resident Engineer shall be final.

8 4. DISTRICT shall arrange for any modifications, relocations or recon-  
9 struction of utilities and for the construction of any detours necessary for the  
10 construction of PROJECT; and, CITY shall cooperate to the extent of its powers in  
11 making arrangements and official notices concerning utility relocations.

12 5. After award of contract for PROJECT, DISTRICT shall invoice CITY  
13 and within 30 days after receipt of invoice, CITY shall pay to DISTRICT its respec-  
14 tive share of PROJECT costs as outlined in item 6 herein based on bid prices and  
15 estimated contract quantities.

16 6. CITY shall pay to DISTRICT 50% of the sum of (a) plus (b) plus (c) below:

17 a. The total contract cost actually paid the contractor (estimated  
18 to be \$250,000) to be computed on the basis of unit and lump sum  
19 bid prices (which shall include the costs of supporting in  
20 place or relocating utilities by DISTRICT's contractor and con-  
21 structing any necessary detours) and final contract quantities  
22 for those contract items involved in construction of PROJECT.

23 b. The actual cost billed to DISTRICT by utility owners which  
24 includes utilities owned by CITY for supporting in place or  
25 relocating utilities necessary for the construction of PROJECT..

26 c. 10% of the sum of (a) and (b) above to cover DISTRICT's cost of  
27 design, inspection, field engineering and contract administration.

28 7. Upon completion of construction and filing of a Notice of Completion,  
29 DISTRICT shall submit to CITY a statement of the actual total cost of PROJECT based on  
30 bid prices and final contract quantities, including the final obligations of the CITY.

31 8. If CITY's total obligation exceeds the initial deposit, CITY agrees to  
32 pay to DISTRICT the full amount of the remainder within 30 days after receipt of invoice

EXHIBIT B

1 from DISTRICT. If CITY's total obligation is less than the initial deposit, DISTRICT  
2 shall reimburse CITY within 30 days after filing a Notice of Completion.

3 9. It is mutually agreed that upon completion of construction, DISTRICT  
4 shall maintain and operate the main underground conduit portions of PROJECT and that  
5 CITY shall maintain and operate all street drainage inlets, laterals and catch basins  
6 that are or in the future will be within the boundaries of CITY and constructed as a  
7 part of PROJECT.

8 10. In the event DISTRICT fails to award a contract for the work con-  
9 templated by this agreement by June 30, 1977, the obligations of CITY and DISTRICT  
10 under this agreement shall terminate.

11 11. DISTRICT shall be the "Lead Agency" within the context of the Environ-  
12 mental Quality Act of 1970 as amended and DISTRICT shall be responsible for complying  
13 with environmental requirements and filing required notices prior to proceeding  
14 pursuant to paragraph 2 above.

15 12. The County of Orange Environmental Management Agency shall act as  
16 DISTRICT's agent in carrying out the terms of this agreement.

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EXHIBIT B

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IN WITNESS WHEREOF the parties hereto have executed this agreement on the  
dates opposite their respective signatures.

ORANGE COUNTY FLOOD CONTROL DISTRICT

Date: January 25, 1977

By Thomas Kelly  
Chairman of its Board of Supervisors

ATTEST:

Date: January 25, 1977

By June Alexander  
Clerk of the Board of Supervisors  
of Orange County, California  
BY Diane Kuyper  
CITY OF PLACENTIA Deputy

Date: 12/29/76

By J. J. [Signature]  
Mayor

ATTEST:

Date: 12/29/76

By Edmund M. [Signature]  
City Clerk

APPROVAL AS TO FORM:  
Adrian Kuyper, County Counsel  
Orange County, California

By Charles B. [Signature]  
Deputy

Approval as to Form  
City Attorney  
City of Placentia

Date: 12/28/76

Charles J. Post III

Approval as to Content  
City Engineer  
City of Placentia

Date: 11/18/76

[Signature]

RM:rm372a(1)

RESOLUTION NO. R-2012- \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA APPROVING AND ACCEPTING A QUITCLAIM DEED FOR A PUBLIC STORM DRAIN AND AUTHORIZING THE MAYOR TO EXECUTE SAID ACCEPTANCE AND THE CITY CLERK TO RECORD SAID ACCEPTANCE.**

A. Recitals.

(i). On August 17, 2011, City of Placentia City Council approved a Construction & Maintenance Agreement with Burlington Northern Santa Fe Railway (BNSF) requiring the City of Placentia to dedicate and accept a variety of utilities.

(ii). The intent of the agreement is to provide a grade separation, or undercrossing, at Kraemer Boulevard and the railroad tracks.

(iii). The Orange County Flood Control District (OCFCD) requires the City of Placentia to accept a Quitclaim Deed conveying the Kraemer Storm Drain Channel from the OCFCD, south of Alta Vista Street to the City boundary at the railroad right of way, as well as Orangethorpe Avenue south to the Carbon Creek Channel.

(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. The quitclaim deed for storm drain purposes hereby is accepted pursuant to § 66477.5 of the California Government Code and § 22.08.150 of the City of Placentia Municipal Code.

2. The City Council directs the Mayor to execute the same and the City Clerk to have the Certificate of Acceptance recorded with the Office of the County Recorder of the Orange County.

PASSED, ADOPTED AND APPROVED this 7<sup>TH</sup> day of August, 2012.

JEREMY B. YAMAGUCHI, 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 7th day of August, 2012, 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

**Recording requested by and  
when recorded mail to:**

CITY CLERK  
CITY OF PLACENTIA  
1 CIVIC AND CULTRUAL CIRCLE  
PLACENTIA, CALIFORNIA 92821

Space above this line for Recorder's use  
Free Recording Requested G.C. §§ 6103 & 27383  
No Document Transfer Tax pursuant to Rev. Tax Code § 11922

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

**CERTIFICATE OF ACCEPTANCE**

THIS IS TO CERTIFY that the interest in real property conveyed to the City of Placentia, a charter city and municipal corporation, by Offer of Dedication of right of way easement for public road and public utility purposes shown as "Exhibit A" attached to Quitclaim Deed is hereby accepted by order of the City Council pursuant to Resolution No. 2012 - \_\_\_\_\_, adopted August 7, 2012, and the grantee City of Placentia consents to the recordation thereof by its duly authorized officer.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

STATE OF CALIFORNIA)  
COUNTY OF ORANGE ) SS

I hereby certify that the foregoing Certificate of Acceptance was introduced at a regular meeting of the City Council of the City of Placentia held on August 7, 2012, and the thereupon said Council did accept the offer of dedication of easement for public sidewalk purposes as conveyed on the Deed of Easement executed \_\_\_\_\_, 2012.

Dated this \_\_\_ day of \_\_\_\_\_, 2012

\_\_\_\_\_  
CITY CLERK OF THE CITY OF PLACENTIA



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: SENIOR MANAGEMENT ANALYST

DATE: AUGUST 7, 2012

SUBJECT: **RECOMMENDATION TO APPROVE CONSTRUCTION AND MAINTENANCE AGREEMENT FOR THE ORANGETHORPE AVENUE AND TUSTIN AVENUE/ROSE DRIVE OVERCROSSINGS**

FINANCIAL  
IMPACT: NONE

### **SUMMARY:**

The Orange County Transportation Authority (OCTA) is overseeing the acquisition of right of way, design, and construction of five (5) railroad grade separation projects along the Orangethorpe rail corridor, in the cities of Placentia, Anaheim, and Fullerton. OCTA has begun construction at both Placentia Avenue and Kraemer railroad grade separation projects. Prior to commencement of construction of the Orangethorpe Avenue and Tustin Avenue/Rose Drive Grade Separation Projects, fully executed Construction and Maintenance Agreements are required. This action will approve Construction and Maintenance Agreements between the Burlington Northern Santa Fe Railway Company (BNSF) and the City of Placentia to define the specific terms, conditions, and funding responsibilities for the construction and maintenance of these projects.

### **RECOMMENDATION:**

It is recommended that City Council take the following actions:

1. Approve Construction and Maintenance Agreements for the Orangethorpe Avenue and Tustin Avenue/Rose Drive grade separation projects, and
2. Authorize the Mayor to execute the Final Construction and Maintenance Agreements on behalf of the City, in a form approved by the City Attorney.

### **DISCUSSION:**

Prior to construction, the City Council is required to approve Construction and Maintenance Agreements between the Orange County Transportation Authority (OCTA), Burlington Northern Santa Fe Railway Company (BNSF) and the City outlining the terms, conditions and funding obligations of each party for the Orangethorpe Avenue and Tustin Avenue/Rose Drive Grade Separation Projects.

**1k**

**August 7, 2012**

Construction Maintenance Agreements For Orangethorpe Avenue and Tustin Avenue/Rose Drive Grade Separation Projects

AUGUST 7, 2012

Page 2 of 3

A summary of the points of the construction and maintenance agreements for both projects are listed below:

City of Placentia agrees to:

- Permit OCTA to act as the responsible lead agency to design and construct the projects.
- Apply to the Public Utilities Commission of the State of California for an order authorizing construction of the projects in the City right-of-way.
- Maintain the bridge structure at both Orangethorpe Avenue and Tustin Avenue/Rose Drive and appurtenances adjacent to the local street at both crossing locations, including retaining walls, highway drainage, pump house facilities, and lighting.

OCTA agrees to:

- Act as the lead agency for the construction of the Orangethorpe Avenue and Tustin Avenue/Rose Drive railroad grade separation projects.
- Advertise, award construction contract, and provide construction administration, construction management, construction inspection, and materials testing for the projects.
- Furnish to BNSF and City, the plans and specifications for the projects, along with engineering calculations utilizing applicable agency standards.
- Make any and all arrangements for the installation or relocation of utilities owned by third parties that are in conflict with the construction projects.
- Acquire all properties required to construct the projects.
- Provide project funding for engineering, right-of-way acquisition, and construction of railroad activities performed by BNSF.

BNSF agrees to:

- Grant to OCTA a temporary license to construct the structures across or upon portions of BNSF's rail corridor.
- Furnish all labor, materials, and equipment necessary for railroad work activities required for the construction of the projects.
- Contribute toward the total actual costs for the projects, in the amount of \$1,350,905 for Orangethorpe Avenue, and in the amount of \$1,288,000 for Tustin Avenue/Rose Drive.
- Maintain the portions of the project within the BNSF right-of-way, including the bridge structure at Orangethorpe Avenue, Tustin Avenue/Rose Drive, and maintain track, railroad drainage, and railroad traffic signals and gates.

Both Orangethorpe Avenue and Tustin Avenue/Rose Drive Grade Separation Projects will begin construction in 2014. The agreements associated with this report are still considered drafts. OCTA is working closely with BNSF to have the language consistent with the other construction maintenance agreements that exist along the corridor. All substantive and relevant information regarding responsibilities within the drafts will remain the same and only minor language changes are anticipated to change prior to the agreements being approved by the City Attorney.

**FISCAL IMPACT:**

The City will enter into a separate long term maintenance agreement with the City of Anaheim to share costs related to the City's responsibilities as identified in the draft Construction and Maintenance Agreements.

Submitted by:

  
\_\_\_\_\_  
Michael McConaha  
Senior Management Analyst

Reviewed and approved:

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

Attachments:

1. Construction and Maintenance Agreement – Orangethorpe Avenue
2. Construction and Maintenance Agreement – Tustin Avenue-Rose Drive

## CONSTRUCTION and MAINTENANCE AGREEMENT

BNSF Agreement No. BF10002988  
OCTA Agreement No. X-X-XXXX  
Orangethorpe Ave. Overhead  
U.S. D.O.T. No. 026572B  
C.P.U.C. No. 002B-41.80

This Agreement ("**Agreement**"), is executed to be effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2012 ("**Effective Date**"), by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**BNSF**"), the **CITY OF PLACENTIA**, a California Charter City and a municipal corporation, hereinafter referred to as ("**CITY**") and the **ORANGE COUNTY TRANSPORTATION AUTHORITY**, a public corporation of the State of California, hereinafter referred to as ("**AUTHORITY**").

### RECITALS:

WHEREAS, BNSF owns and operates a line of railroad in and through the City of Placentia and the City of Anaheim, County of Orange, State of California, hereinafter referred to as ("**Rail Corridor**");

WHEREAS, AUTHORITY and CITY desire to proceed with grade separating Orangethorpe Avenue with the Orangethorpe Avenue Overhead crossing, ("**Structure**") by means of a 619 foot long by 94 feet 6 inches wide, single span, concrete bridge, with concrete deck on precast prestressed girders and concrete abutments;

WHEREAS, the Structure will be located in the City of Placentia and the City of Anaheim;

WHEREAS, the cities of Placentia and Anaheim will enter into an agreement that will define separation of ownership and maintenance for the Structure;

WHEREAS, the existing Orangethorpe Avenue grade crossing, U.S. D.O.T. No. 026572B, C.P.U.C. Crossing No. 002B-41.80, will be closed and removed upon completion of construction and the placing in service of said Structure;

WHEREAS, AUTHORITY and CITY will construct the Structure concurrent with the construction of the Tustin Avenue/Rose Drive Structure;

WHEREAS, AUTHORITY entered into Cooperative Agreement No. C-9-0412 with the CITY dated August 6, 2009 which provides for AUTHORITY to design, acquire right of way, advertise, award, administer construction and administer funding of five grade separation projects that include Placentia Avenue, Kraemer Boulevard, Orangethorpe Avenue, Tustin Avenue/Rose Drive, and Lakeview Avenue;

WHEREAS, pursuant to said Cooperative Agreement, upon completion and acceptance of the Structure by CITY, CITY will thereafter control and maintain the Structure at its sole cost and expense.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### ARTICLE I – SCOPE OF WORK

1. The term "**Project**" as used herein includes any and all work related to the construction of the Structure, more particularly described on Exhibit A, attached hereto and incorporated herein, including but not limited to, any and all changes to telephone, telegraph, signal and electrical lines, other utilities and appurtenances, temporary and permanent track work, temporary detour road, fencing, grading,

maintenance access roadways, alterations to or new construction of drainage facilities, slab bridge and fenced turnaround area, preliminary and construction engineering, right of way acquisition, construction management, and contract preparation. Additionally, temporary controls during construction must be in compliance with Section 8A-5, "Traffic Controls during Construction and Maintenance" of the Manual of Uniform Traffic Control Devices ("MUTCD"), U.S. Department of Transportation.

## **ARTICLE II – BNSF OBLIGATIONS**

In consideration of the covenants of CITY and AUTHORITY set forth herein and the faithful performance thereof, BNSF agrees as follows:

1. 1. Upon AUTHORITYs' payment to BNSF of the sum of Nine Hundred Ten Thousand Five Hundred Six and No/100 Dollars (\$910,506.00), BNSF shall grant to AUTHORITY, its successors and assigns, upon and subject to the terms and conditions set forth in this Agreement, a temporary non-exclusive license (hereinafter called, "Temporary Construction License") to construct the Structure across or upon that portion of BNSF's Rail Corridor shown as three parcels on Exhibit A attached to this Agreement, excepting and reserving BNSF's rights, and the rights of any others who have obtained, or may obtain, permission or authority from BNSF, to do the following:
  - (a) Operate, maintain, renew and/or relocate any and all existing railroad track or tracks, wires, pipelines and other facilities of like character upon, over or under the surface of said Rail Corridor;
  - (b) Construct, operate, maintain, renew and/or relocate upon said Rail Corridor, without limitation, such facilities as BNSF may from time to time deem appropriate, provided such facilities do not materially interfere with AUTHORITY's construction of the Project;
  - (c) Otherwise use or operate the Rail Corridor as BNSF may from time to time deem appropriate, provided such use or operations does not materially interfere with AUTHORITY's construction of the Project; and
  - (d) Require AUTHORITY or its contractor to execute a Temporary Construction Crossing Agreement, for any temporary crossing requested to aid in the construction of this Project.

The term of the Temporary Construction License shall begin on the Notice to Commence Construction date as set forth hereinafter in Article III, Section 16 and Section 12 (c) and ends on the earlier of (i) substantial completion of the Project, or (ii) four (4) months following the Notice to Commence Construction, for Parcels 1 and 2 and twenty four months (24) months for Parcel 3. The Temporary Construction License and related rights given by BNSF to AUTHORITY in this provision are without warranty of title of any kind, express or implied, and no covenant of warranty of title will be implied from the use of any word or words herein contained. The Temporary Construction License is for construction of the Project and shall not be used by AUTHORITY for any other purpose. AUTHORITY acknowledges and agrees that AUTHORITY shall not have the right, under the Temporary Construction License, to use the Structure. In the event AUTHORITY is evicted by anyone owning, or claiming title to or any interest in said Rail Corridor, BNSF will not be liable to AUTHORITY for any damages, losses or any expenses of any nature whatsoever. The granting of similar rights to others, subsequent to the date of this Agreement, will not impair or interfere with the rights granted to AUTHORITY herein.

Upon AUTHORITY's payment to BNSF of an additional sum of One Million Four Hundred Twelve Thousand Seven Hundred Eighty Two and No/100 Dollars (\$1,412,782.00), such payment to be made within thirty (30) days of the giving of the Notice to Proceed pursuant to Article III, Section 15 of this Agreement, and provided further that AUTHORITY is in compliance with the terms and conditions of this Agreement, BNSF will grant to CITY, its successors and assigns, a perpetual easement (hereinafter called, the "Easement") to enter upon and use that portion of BNSF's Rail Corridor as is necessary to use and maintain the Structure, substantially in the form of Exhibit B attached to this Agreement. If

AUTHORITY fails to pay BNSF within the thirty day time period set forth in the preceding sentence, BNSF may stop construction of the Project until full payment is received by BNSF.

2. BNSF will furnish all labor, materials, tools, and equipment for railroad work required for the construction of the Project, such railroad work and the estimated cost thereof being as shown on Exhibit D attached hereto and made a part hereof. BNSF may, in its sole and absolute discretion, revise the cost estimates set forth in said Exhibit D. In such event, the revised cost estimates will become a part of this Agreement as though originally set forth herein. Any item of work incidental to the items listed on Exhibit D not specifically mentioned therein may be included as a part of this Agreement upon written approval of AUTHORITY, which approval will not be unreasonably withheld. Construction of the Project will include the following principle elements of railroad work by BNSF:

- (a) Procurement of materials, equipment and supplies necessary for the railroad work;
- (b) Preliminary engineering, design, and contract preparation;
- (c) Construction and removal of concrete crossing panels for the temporary grade crossing the existing Main Tracks to accommodate a detour road;
- (d) Installation of and removal of Signal Warning devices for the temporary detour road grade crossing;
- (e) Removal of the concrete crossing panels for the existing Orangethorpe Avenue grade crossing;
- (f) Removal of the existing Orangethorpe Avenue Signal Warning Devices;
- (g) Modification of the existing Quiet Zone;
- (h) Furnishing of flagging services necessary for the safety of BNSF's property and the operation of its trains during construction of the Project as set forth in further detail on Exhibit C, attached to this Agreement and made a part hereof;
- (i) Furnishing of engineering and inspection as required in connection with the construction of the Project; and
- (j) Providing a contract project coordinator, at AUTHORITY's expense, to serve as a project manager for the Project;

3. BNSF will construct all railroad work set forth in Article II, Section 2 above on an actual cost basis, when BNSF, in its sole discretion, determines it is required by its labor agreements to perform such work with its own employees working under applicable collective bargaining agreements or by contractor(s) if necessary.

4. AUTHORITY agrees to reimburse BNSF for work of an emergency nature caused by AUTHORITY or AUTHORITY's contractor in connection with the Project which is reasonably necessary for the immediate restoration of railroad operations, or for the protection of persons or BNSF property. Such work may be performed by BNSF without prior approval of AUTHORITY and AUTHORITY agrees to fully reimburse BNSF for all such emergency work.

5. BNSF may charge AUTHORITY for insurance expenses, including self-insurance expenses, when such expenses cover the cost of Employer's Liability (including, without limitation, liability under the Federal Employer's Liability Act) in connection with the construction of the Project. Such charges will be considered part of the actual cost of the Project, regardless of the nature or amount of ultimate liability for injury, loss or death to BNSF's employees, if any.

6. During the construction of the Project, BNSF will send AUTHORITY progressive invoices detailing the costs of the railroad work performed by BNSF under this Agreement. AUTHORITY will provide BNSF

with a Cash Deposit, as set forth in Article III, Section 19, for the total amount of the estimated cost of railroad work as set forth in Exhibit D. BNSF will deduct the amounts of the progressive invoices from the Cash Deposit. Should the cost of railroad work exceed the amount of the Cash Deposit, BNSF will commence invoicing AUTHORITY for the additional cost. AUTHORITY must reimburse BNSF for completed force-account work within forty-five (45) calendar days from the date of AUTHORITY'S receipt of the invoice for such work. Upon completion of the Project, BNSF will send AUTHORITY a detailed invoice of final costs, segregated as to labor and materials for each item in the recapitulation shown on Exhibit D. Pursuant to this Section, AUTHORITY will verify such final costs. All undisputed costs set forth in the final invoice shall be deducted from the Cash Deposit. Should the cost of railroad work exceed the Cash Deposit AUTHORITY will pay the remaining undisputed cost within ninety (90) calendar days from the date of the final invoice. The Parties agree to take reasonable efforts to resolve any disputed cost in a timely manner. BNSF will assess a finance charge of 0.033% per day (12% per annum) on any unpaid sums or other charges due under this Agreement which are past its credit terms. The finance charge continues to accrue daily until the date of the payment is received by BNSF, not the date that payment is made or the date postmarked on the payment. Finance charges will be assessed on delinquent sums and other charges as of the end of the month and will be reduced by amounts in dispute and any un-posted payments received by the month's end. Finance charges will be noted on invoices sent to AUTHORITY under this Section 6. **For purposes of computing the time limits prescribed by Section 911.2 of the CALIFORNIA GOVERNMENT CODE for the presentment of a claim against AUTHORITY, the cause of action for failure to reimburse BNSF for the cost of the Railroad Work performed by it pursuant to this Agreement shall be deemed to have accrued one hundred eighty (180) days from the date of the final invoice.**

7. BNSF will cooperate with AUTHORITY to provide technical reviews to meet Project requirements.

### **ARTICLE III – AUTHORITY OBLIGATIONS**

In consideration of the covenants of CITY and BNSF set forth herein and the faithful performance thereof, AUTHORITY agrees as follows:

1. AUTHORITY shall furnish to BNSF and CITY plans and specifications for the Project together with calculations with the railroad clearances expressed in **English Units**. One complete reduced size 11" x 17" paper copy shall be submitted to BNSF's Director of Structural Engineering. A PDF copy of the plans and specifications should be sent to both BNSF's Manager Public Projects and BNSF's Director Structural Engineering. The PDF copy with a file size of two (2) megabytes or less should be sent via an email attachment. Should the PDF copy of the plans and specifications exceed two (2) megabytes, a CD (Compact Disk) of the plans and specifications should be sent via overnight mail service to both BNSF offices. The email and mailing addresses are included in Article V, Section 25. Sets of said plans shall be submitted to BNSF and CITY for approval prior to commencement of any construction. BNSF will give AUTHORITY final written approval of the plans and specifications substantially in the form of Exhibit E, attached to this Agreement and made a part hereof. Upon BNSF's final written approval of the plans and specifications, said plans and specifications will become part of this Agreement and are hereby incorporated herein. Any approval of the plans and specifications by BNSF shall in no way obligate BNSF in any manner with respect to the finished product design and/or construction. Any approval by BNSF shall mean only that the plans and specifications meet BNSF standard specifications, and such approval by BNSF shall not be deemed to mean that the plans and specifications or construction is structurally sound and appropriate or that such plans and specifications meet applicable regulations, laws, statutes or local ordinances and/or building code.

2. AUTHORITY must provide for and maintain minimum vertical and horizontal clearances, as required and approved by BNSF as part of the plans and specifications for the Project.

3. AUTHORITY must make any and all arrangements, in compliance with BNSF's Utility Accommodation Manual (<http://www.bnsf.com/communities/faqs/pdf/utility.pdf>), for the installation or relocation of wire lines, pipe lines and other facilities owned by private persons, companies, corporations, political subdivisions or public utilities other than BNSF which may be necessary for the construction of the Project.

4. AUTHORITY must construct the Project as shown on the attached Exhibit A and do all work provided for in the plans and specifications for the Project, except railroad work that will be performed by BNSF herein. AUTHORITY must furnish all labor, materials, tools and equipment for the performance of AUTHORITY's work. The principal elements of AUTHORITY's work are as follows:

- (a) Preliminary and final Engineering;
- (b) Design and the Construction of the Structure;
- (c) Construction and removal of a temporary detour road;
- (d) Construction of a slab bridge and K-Rail protected and fenced turnaround area for Orange County Flood District;
- (e) Providing of suitable drainage, both temporary and permanent;
- (f) Providing of access for BNSF's maintenance vehicles to the tracks in all four quadrants;
- (g) Removal of all volunteer vegetation and trees within the Project limits on BNSF's Rail Corridor;
- (h) All other necessary grading and paving, including backfill of excavations and restoration of disturbed vegetation on BNSF's Rail Corridor;
- (i) Application of the D.O.T. Crossing Number 026572B and the CPUC Crossing No. 002B-41.80 in conspicuous locations on the Structure;
- (j) Providing of pedestrian and/or trespasser control during construction;
- (k) Installation and maintenance of throw fences consisting of 8-foot high tunular wire mesh fences mounted on concrete barriers on the outer edges of the Structure's deck;and
- (l) Job site cleanup within Project area including removal of all construction materials, concrete debris, surplus soil, refuse, disturbed contaminated soils, asphalt debris, litter and other waste materials to the satisfaction of BNSF;

5. AUTHORITY must provide a top of rail profile of the existing conditions at survey points at 25 foot intervals on both main tracks through the limits of the Structure construction area prior to the start of construction. AUTHORITY must monitor the track profile during pile driving and if irregularities in the track's surface are observed, Contractor must immediately cease pile driving and inform BNSF by reporting to the emergency to the (i) Flagman on duty; (ii) BNSF Hotline at 800-832-5452 advising the Milepost location as MP 41.76; and (iii) Project Engineer (909-386-4079) or Inspector Coordinator assigned to the project. Authority must perform a top of rail profile survey at the end of each day when piles have been driven. Survey shots are to be taken at the established 25 foot intervals and reviewed and recorded in a dedicated log with any variance from the original baseline profile notated. AUTHORITY must furnish BNSF's Project Engineer a copy of the daily log as soon as it is available for review at the Project Engineer's mailing address as shown in Article V, Section 25.

6. AUTHORITY will acquire all properties required to construct the Project;

7. AUTHORITY's Work must be performed by AUTHORITY or AUTHORITY's contractor in a manner that will not endanger or interfere with the safe and timely operations of BNSF and its facilities.

8. AUTHORITY must require its contractor(s) to notify BNSF's Roadmaster at least thirty (30) calendar days prior to requesting a BNSF flagman in accordance with the requirements of Exhibit C attached hereto. Additionally, AUTHORITY must require its contractor(s) to notify BNSF's Manager of Public Projects thirty (30) calendar days prior to commencing work on BNSF property or near BNSF tracks.

9. AUTHORITY or its contractor(s) shall submit one reduced size 11" x 17" paper copy, including calculations, expressed in **English Units** of the plans and specifications for proposed shoring, falsework, or cribbing to be used over, under, or adjacent to BNSF's tracks to BNSF's Director Structural Engineering. AUTHORITY or its contractor(s) shall submit a PDF copy of the plans and specifications for the proposed shoring, falsework, or cribbing to both BNSF's Manager Public Projects and BNSF's Director Structural Engineering. The PDF copy with a file size of two (2) megabytes or less should be sent via an email attachment. Should the PDF copy of the plans and specifications exceed two (2) megabytes, a CD (Compact Disk) of the plans and specifications should be sent via overnight mail service to both BNSF offices for approval. The email and mailing addresses are included in Article V, Section 25. The shoring, falsework or cribbing used by AUTHORITY's contractor shall comply with BNSF's Bridge Requirements set forth on Exhibit F, attached to this Agreement and incorporated herein, and all applicable requirements promulgated by state and federal agencies, departments, commissions and other legislative bodies.

Falsework shall be designed according to the State of California, Department of Transportation FALSEWORK MANUAL available at this Web Site:  
<http://www.dot.ca.gov/hq/esc/construction/manuals/OSCCompleteManuals/FalseworkManual.pdf>

10. AUTHORITY must include the following provisions in any contract with its contractor(s) performing work on said Project:

- (a) The Contractor is placed on notice that fiber optic, communication and other cable lines and systems (collectively, the "Lines") owned by various telecommunications companies may be buried on BNSF's property or Rail Corridor. The locations of these Lines have been included on the plans based on information from the telecommunications companies. The Contractor will be responsible for contacting BNSF's Engineering Representative (909) 386-4079, BNSF's Signal Representative (909) 386-4053 and the telecommunications companies and notifying them of any work that may damage these Lines or facilities and/or interfere with their service. The contractor must also mark all Lines shown on the plans or marked in the field in order to verify their locations. The contractor must also use all reasonable methods when working in BNSF's Rail Corridor or on BNSF property to determine if any other Lines (fiber optic, cable, communication or otherwise) may exist.
- (b) Failure to mark or identify these Lines will be sufficient cause for any BNSF Representative to stop construction at no cost to AUTHORITY or BNSF until these items are completed.
- (c) In addition to the liability terms contained elsewhere in this Agreement, the contractor hereby indemnifies, defends and holds harmless BNSF for, from and against all cost, liability, and expense whatsoever (including, without limitation, attorney's fees and court costs and expenses) arising out of or in any way contributed to by any act or omission of Contractor, its subcontractors, agents and/or employees that cause or in any way or degree contribute to (1) any damage to or destruction of any Lines by Contractor, and/or its subcontractors, agents and/or employees, on BNSF's property or within BNSF's Rail Corridor, (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on BNSF's property or within BNSF's Rail Corridor, and/or (3) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of such telecommunication company(ies). **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY, DEATH, CAUSE OF ACTION OR CLAIM WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, UNLESS SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF BNSF.**
- (d) The Contractor will be responsible for the rearrangement of any facilities or Lines determined to interfere with the construction. The Contractor must cooperate fully with any telecommunications company(ies) in performing such rearrangements.

11. AUTHORITY must incorporate in each prime contract for construction of the Project, or the specifications therefore (i) the provisions set forth in Article III,; (ii) the provisions set forth in Article V; and (iii) the provisions set forth in Exhibit C, Exhibit C-1, and Exhibit F, attached hereto and by reference made a part hereof.

12. Except as otherwise provided below in this Section 12, all construction work performed hereunder by AUTHORITY for the Project will be pursuant to a contract or contracts to be let by AUTHORITY, and all such contracts must include the following:

- (a) All work performed under such contract or contracts within the limits of BNSF's Rail Corridor must be performed in a good and workmanlike manner in accordance with plans and specifications approved by BNSF;
- (b) Changes or modifications during construction that affect safety or BNSF operations must be subject to BNSF's approval;
- (c) No work will be commenced within BNSF's Rail Corridor until each of the prime contractors employed in connection with said work must have (i) executed and delivered to BNSF a letter agreement in the form of Exhibit C-1, and (ii) delivered to and secured BNSF's approval of the required insurance; and
- (d) If it is in AUTHORITY's best interest, AUTHORITY may direct that the construction of the Project be done by day labor under the direction and control of AUTHORITY, or if at any time, in the opinion of AUTHORITY, the contractor has failed to prosecute with diligence the work specified in and by the terms of said contract, AUTHORITY may terminate its contract with the contractor and take control over the work and proceed to complete the same by day labor or by employing another contractor(s) provided; however, that any contractor(s) replacing the original contractor(s) must comply with the obligations in favor of BNSF set forth above and, provided further, that if such construction is performed by day labor, AUTHORITY will, at its expense, procure and maintain on behalf of BNSF the insurance required by Exhibit C-1.
- (e) To facilitate scheduling for the Project, AUTHORITY shall have its contractor give BNSF's Project Engineer at telephone number 909 386 4079 eight (8) weeks advance notice of the proposed times and dates for work windows. BNSF and AUTHORITY's contractor will establish mutually agreeable work windows for the Project. AUTHORITY shall inform its contractor that any request for work windows with less than eight (8) weeks advance notice will have a reduced probability of approval. BNSF has the right at any time to revise or change the work windows, due to train operations or service obligations. BNSF will not be responsible for any additional costs and expenses resulting from a change in work windows. Additional costs and expenses resulting from a change in work windows shall be accounted for in the contractor's expenses for the Project.
- (f) The plans and specifications for the Project must be in compliance with the Bridge Requirements set forth in said Exhibit F, attached to this Agreement and incorporated herein.

13. AUTHORITY must advise BNSF's Manager of Public Projects, in writing, of the completion date of the Project within thirty (30) days after such completion date. Additionally, AUTHORITY must notify BNSF's Manager of Public Projects, in writing, of the date on which AUTHORITY, and/or CITY and/or AUTHORITY's Contractor will meet with BNSF for the purpose of making final inspection of the Project.

**14. TO THE FULLEST EXTENT PERMITTED BY LAW, AUTHORITY HEREBY RELEASES, INDEMNIFIES, DEFENDS AND HOLDS HARMLESS BNSF, ITS AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION,**

SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, THE EMPLOYEES OF THE PARTIES HERETO) OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART) (I) THE USE, OCCUPANCY OR PRESENCE OF AUTHORITY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (II) THE PERFORMANCE, OR FAILURE TO PERFORM BY AUTHORITY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS, ITS WORK OR ANY OBLIGATION UNDER THIS AGREEMENT, (III) THE SOLE OR CONTRIBUTING ACTS OR OMISSIONS OF AUTHORITY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (IV) AUTHORITY'S BREACH OF THE TEMPORARY CONSTRUCTION LICENSE GRANTED TO AUTHORITY PURSUANT TO ARTICLE II OF THIS AGREEMENT, (V) ANY RIGHTS OR INTERESTS GRANTED TO AUTHORITY PURSUANT TO THE TEMPORARY CONSTRUCTION LICENSE DISCUSSED IN ARTICLE II OF THIS AGREEMENT, (VI) AUTHORITY'S OCCUPATION AND USE OF BNSF'S PROPERTY OR RAIL CORRIDOR, OR (VII) AN ACT OR OMISSION OF AUTHORITY OR ITS OFFICERS, AGENTS, INVITEES, EMPLOYEES OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER. THE LIABILITY ASSUMED BY AUTHORITY WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY OR DEATH WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, UNLESS SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF BNSF.

15. AUTHORITY must give BNSF's Manager of Public Projects written notice to proceed ("**Notice to Proceed**") with the railroad work after receipt of necessary funds for the Project. BNSF will not begin the railroad work (including, without limitation, procurement of supplies, equipment or materials) until written notice to proceed is received from AUTHORITY. The Notice to Proceed must reference BNSF's Agreement No. BF10002988.

16. AUTHORITY must give BNSF's Manager of Public Projects written notice to commence construction ("**Notice to Commence Construction**") when the Contractor has satisfied the requirements set forth hereinafter in Article III, Section 12 (c) and will enter BNSF Rail Corridor to begin construction. The Notice to Commence Construction must reference BNSF's Agreement No. BF10002988.

17. Authority agrees to reimburse BNSF for the cost of track surfacing for a distance not to exceed one thousand (1000) feet in each direction from the centerline of the Structure due to settlement caused by the construction of the Structure for a period not to exceed two (2) years from the date of final inspection, pursuant to Article III, Section 13;

18. AUTHORITY must perform all necessary work to obtain the permanent closure and vacation of Orangethorpe Avenue across BNSF's right-of-way and must barricade the road approaches prior to completion of the Project. BNSF will cooperate with AUTHORITY to achieve the closure and vacation of Orangethorpe Avenue and will remove the crossing surface within its right-of-way.

19. AUTHORITY agrees to provide BNSF with a posted "Cash Deposit" via wire transfer to a BNSF deposit account guaranteeing the **total** amount of AUTHORITY's financial obligations (including, without limitation, liquidated damages, indemnity obligations and other expenses) under this Agreement.

The Cash Deposit provided under this provision will be held in a non-interest bearing account in the name of BNSF. If AUTHORITY's financial obligations at the end of the Project are less than the amount of the cash deposit, BNSF shall refund any remaining sum to AUTHORITY.

When posting the Cash Deposit pursuant to this provision, contact BNSF Manager of Credit to obtain the BNSF account information.

## **ARTICLE IV - CITY OBLIGATIONS**

**IN CONSIDERATION** of the covenants of BNSF and AUTHORITY herein contained and the faithful performance thereof, CITY agrees:

1. To permit AUTHORITY to act as the responsible lead agency to design and construct the Project.
2. CITY must make application to the Public Utilities Commission of the State of California ("**Commission**") for an order authorizing construction of the Project and to furnish to the Commission plans of the proposed construction, approved by BNSF and CITY, together with a copy of this Agreement and to obtain all other required permits and approvals for the construction of the Project.
3. In addition to the terms and conditions set forth elsewhere in this Agreement, including, but not limited to, the terms and conditions set forth in Exhibit E, BNSF and CITY agrees as follows:
  - (a) Upon completion of construction of the Project, CITY will own and maintain, at its sole cost and expense, the Structure, the highway approaches, and appurtenances thereto, lighting, drainage and any access roadways to BNSF gates installed pursuant to this Agreement. BNSF may, at its option, perform maintenance on the Structure in order to avoid conflicts with train operations. BNSF will notify CITY prior to performing any such maintenance on the Structure. In the event such maintenance involves emergency repairs, BNSF will notify CITY at its earliest opportunity. CITY must fully reimburse BNSF for the costs of maintenance performed by BNSF pursuant to this subsection (a);
  - (b) CITY must, at CITY's sole cost and expense, keep the Structure painted and free from graffiti;
  - (c) CITY must maintain D.O.T. Crossing Number 026572B and C.P.U.C. Crossing No. 002B-41.80 in legible condition in the conspicuous locations on the Structure where applied by AUTHORITY during construction;
  - (d) It is understood by CITY that the right to install utilities is restricted to the placement of underground utilities beneath BNSF's tracks located a minimum of fifty (50) feet from abutments, piers, piles, or footings with the exception that upon BNSF's prior approval BNSF will permit selected utilities to be installed closer to the abutments, piers, piles, footings and/or run through the deck of the Structure. Under no circumstances will utilities be allowed to hang from the Structure. All utility crossings within the limits of BNSF's Rail Corridor will be covered by separate agreements between BNSF and each of the owners of the utilities;
  - (e) Upon request from BNSF, CITY shall remove all trash and debris associated with the Structure from BNSF's property;
  - (f) CITY must provide BNSF with any and all necessary permits and maintain roadway traffic controls, at no cost to BNSF, whenever requested by BNSF to allow BNSF to inspect the Structure or to make emergency repairs thereto;
  - (g) CITY must keep the Structure and surrounding areas clean and free from birds, pigeons, scavengers, vermin, creatures and other animals;
  - (h) CITY hereby grants to BNSF, at no cost or expense to BNSF, a permanent right of access from CITY property to BNSF tracks for maintenance purposes;
  - (m) Maintenance of throw fences consisting of 8-foot high tunular wire mesh fences mounted on concrete barriers on the outer edges of the Structure's deck; and

- (i) If CITY (including its contractors and agents) or BNSF, on behalf of CITY, performs (i) alterations or modifications to the Structure, or (ii) any maintenance or other work on the Structure with heavy tools, equipment or machinery at ground surface level horizontally within 25'-0" of the centerline of the nearest track, or (iii) any maintenance or other work outside the limits of the deck of the Structure vertically above the top of the rail, then CITY or its contractors and/or agents must procure and maintain the following insurance coverage, which may be changed from time to time:

Railroad Protective Liability insurance naming only the **Railroad** as the Insured with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The policy shall be issued on a standard ISO form CG 00 35 12 04 and include the following:

- Endorsed to include the Pollution Exclusion Amendment
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to remove any exclusion for punitive damages.
- Endorsed to include Evacuation Expense Coverage Endorsement.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to the **Railroad** prior to performing any work or services under this Agreement
- Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured' care, custody, and control arising out of the acts or omissions of the contractor named on the Declarations.

As used in this paragraph, "**Railroad**" means "Burlington Northern Santa Fe, LLC", "BNSF RAILWAY COMPANY" and the subsidiaries, successors, assigns and affiliates of each.

In lieu of providing a Railroad Protective Liability Policy, CITY may participate in BNSF's Blanket Railroad Protective Liability Insurance Policy if available to CITY or its contractors. The limits of coverage are the same as above.

4. Subject to the restrictions imposed by Article V, Section 14 below, CITY must notify and obtain prior authorization from BNSF's Manager of Public Projects before entering BNSF's Rail Corridor for **INSPECTION OR MAINTENANCE** purposes, and BNSF's Manager of Public Projects will determine if flagging is required. CITY must procure and maintain the insurance coverage required by Exhibit C-1 and comply with the obligations set forth in Exhibit C and Exhibit E, as the same may be revised from time to time. If the construction work hereunder is contracted, CITY must require its prime contractor(s) to comply with the obligations set forth in Exhibit C and Exhibit C-1, and Exhibit E, as the same may be revised from time to time. CITY will be responsible for its contractor(s) compliance with such obligations.

5. **TO THE FULLEST EXTENT PERMITTED BY LAW, CITY HEREBY RELEASES, INDEMNIFIES, DEFENDS AND HOLDS HARMLESS BNSF, ITS AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, THE EMPLOYEES OF THE PARTIES HERETO) OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART) (I) THE USE, OCCUPANCY OR PRESENCE OF CITY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES OR AGENTS IN, ON, OR ABOUT THE MAINTENANCE SITE, (II) THE PERFORMANCE, OR FAILURE TO PERFORM BY THE CITY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS, ITS WORK OR ANY OBLIGATION UNDER THIS AGREEMENT, (III) THE SOLE OR CONTRIBUTING ACTS OR OMISSIONS OF CITY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS IN, ON, OR ABOUT THE MAINTENANCE SITE, (IV) CITY'S OCCUPATION AND USE OF BNSF'S PROPERTY OR RAIL**

**CORRIDOR, INCLUDING WITHOUT LIMITATION, SUBSEQUENT MAINTENANCE OF THE STRUCTURE BY CITY, OR (V)AN ACT OR OMISSION OF CITY OR ITS OFFICERS, AGENTS, INVITEES, EMPLOYEES OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER. THE LIABILITY ASSUMED BY CITY WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY OR DEATH WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, UNLESS SUCH CLAIMS, ARE PROXIMATELY CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF BNSF.**

## **ARTICLE V – JOINT OBLIGATIONS**

IN CONSIDERATION of the premises, the parties hereto mutually agree to the following:

1. All work contemplated in this Agreement must be performed in a good and workmanlike manner and each portion must be promptly commenced by the party obligated hereunder to perform the same and thereafter diligently prosecuted to conclusion in its logical order and sequence. Furthermore, any changes or modifications during construction which affect BNSF will be subject to BNSF's approval prior to the commencement of any such changes or modifications. BNSF will notify AUTHORITY of potential impacts to Project at the time said impacts are known subject to the provisions of Article II, Item 4.
2. The work hereunder must be performed in accordance with the Bridge Requirements set forth in Exhibit F and the detailed plans and specifications approved by BNSF.
3. AUTHORITY must require its contractor(s) to reasonably adhere to the Project's construction schedule for all Project work. At BNSF's discretion, any work that would affect train operations shall be scheduled at night. The parties hereto mutually agree that BNSF's failure to complete the railroad work in accordance with the construction schedule due to inclement weather or unforeseen railroad emergencies will not constitute a breach of this Agreement by BNSF and will not subject BNSF to any liability. Regardless of the requirements of the construction schedule, BNSF reserves the right to reallocate the labor forces assigned to complete the railroad work in the event of an emergency to provide for the immediate restoration of railroad operations (BNSF or its related railroads) or to protect persons or property on or near any BNSF owned property. BNSF will not be liable for any additional costs or expenses resulting from any such reallocation of its labor forces. The parties mutually agree that any reallocation of labor forces by BNSF pursuant to this provision and any direct or indirect consequences or costs resulting from any such reallocation will not constitute a breach of this Agreement by BNSF.
4. BNSF shall have the right to request any AUTHORITY employee, or CITY employee, who enters BNSF's Rail Corridor and because of their incompetence, neglect of duty, unsafe conduct or misconduct and/or they adversely affected BNSF's operations or facilities, be removed from the Rail Corridor. In the event AUTHORITY or CITY elects not to honor such request, BNSF may stop work within its Rail Corridor until the matter has been fully resolved to BNSF's satisfaction. The party whose employee has been asked to leave the Rail Corridor will indemnify BNSF and the other parties against any claims arising from such removal.
5. BNSF will have the right to stop construction work on the Project if any of the following events take place: (i) Contractor (or any of its subcontractors) performs the Project work in a manner contrary to the plans and specifications approved by BNSF; (ii) Contractor (or any of its subcontractors), in BNSF's opinion, prosecutes the Project work in a manner which is hazardous to BNSF property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) AUTHORITY fails to pay BNSF for the Easement pursuant to Article II, Section 1 of this Agreement. The work stoppage will continue until all necessary actions are taken by AUTHORITY, Contractor or its subcontractor to rectify the situation to the satisfaction of BNSF's Division Engineer or until additional insurance has been delivered to and accepted by BNSF. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, BNSF may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of BNSF. BNSF's

right to stop the work is in addition to any other rights BNSF may have including, but not limited to, actions or suits for damages or lost profits. In the event that BNSF desires to stop construction work on the Project, BNSF agrees to immediately notify the following individual in writing:

Rose Casey  
Director of Highway Programs  
Orange County Transportation Authority  
550 South Main Street  
Orange, CA. 92863-1584  
Telephone (714) 560-5729  
Fax: (714) 560-5983  
Email: [rcasey@octa.net](mailto:rcasey@octa.net)

6. AUTHORITY's or CITY's employees, agents, contractors, representatives and invitees shall wear Personal Protective Equipment ("PPE") when on BNSF's Rail Corridor during construction of the Project or performing subsequent maintenance after completion of construction. The PPE shall meet applicable OSHA and ANSI specifications. Current BNSF PPE requirements are listed on the web site, [www.contractororientation.com](http://www.contractororientation.com). A partial list of BNSF's PPE requirements include; a) safety glasses: permanently affixed side shields; no yellow lenses, b) hard hats with high visibility orange cover, c) safety shoes: hardened toe, above-the-ankle lace-up with a defined heel and d), high visibility retro-reflective orange vests are required as specified by BNSF's representative in charge of the Project. PPE requirements as defined on the web site, will be amended from time to time, and shall take precedence over the Partial list of requirements outlined in this Section 6 of Article V. Hearing protection, fall protection and respirators will be worn as required by State and Federal regulations.

7. AUTHORITY must supervise and inspect the operations of all AUTHORITY contractors to assure compliance with the plans and specifications approved by BNSF, the terms of this Agreement and all safety requirements of BNSF railroad. If BNSF determines that proper supervision and inspection is not being performed by AUTHORITY personnel at any time during construction of the Project, BNSF has the right to stop construction (within or adjacent to its operating Rail Corridor). Construction of the Project will not proceed until AUTHORITY corrects the situation to BNSF's reasonable satisfaction. If BNSF feels the situation is not being corrected in an expeditious manner, BNSF will immediately notify AUTHORITY'S Director of Highway Programs for appropriate corrective action.

8. BNSF will contribute a not to exceed amount of One Million Three Hundred Fifty Thousand Nine Hundred Five and No/100 (\$1,350,905.00) (**hereinafter referred to as "BNSF's Share"**) towards the total actual costs of the Project. BNSF's Share will be based on the costs for preliminary engineering, right-of-way, and construction within the following limits;

- (a) Where a grade crossing is eliminated by grade separation, the structure and approaches required to transition to a theoretical highway profile which would have been constructed if there were no railroad present, for the number of lanes on the existing highway and in accordance with the current design standards of the appropriate state highway agency; and
- (b) Where another facility, such as a highway or waterway, requiring a bridge structure is located within the limits of a grade separation project, the estimated cost of a theoretical structure and approaches as described in 23 CFR 646.210(c)(1) to eliminate the railroad-highway grade crossing without considering the presence of the waterway or other highway.

The total actual cost of construction for the Project is presently estimated to be One Hundred One Million Six Hundred Fiftyfive Thousand and No/100 (\$101,655,000.00), more particularly described on Exhibit G attached hereto and incorporated herein.

9. That BNSF will make payment in full of BNSF's Share upon receipt of a detailed invoice of the Project's final costs, together with written advice of the Project's date of completion as provided for hereinabove in Article III Section 13.

10. AUTHORITY agrees to furnish BNSF's Manager Public Projects monthly Project Progress Reports that detail work completed, percentage of Project completeness, an updated projection of the Project's final cost, and the Project's estimated completion date for BNSF's use in budgeting BNSF's Share.

11. Pursuant to this Section and Article II, Section 6 herein, AUTHORITY must reimburse BNSF in full for the actual costs of all work performed by BNSF under this Agreement.

12. In any action brought under this Agreement, the prevailing Party shall be entitled to recover its actual costs and attorneys fees pursuant to California Civil Code Section 1717, as well as other litigation costs, including expert witness fees. The prevailing Party shall also be entitled to recover all actual attorneys fees and litigation costs incurred in connection with the enforcement of a judgment arising from such action or proceeding.

13. All expenses detailed in statements sent to AUTHORITY pursuant to Article II, Section 6 herein will comply with the terms and provisions of the Federal Aid Highway Program Manual, U.S. Department of Transportation, as amended from time to time, which manual is hereby incorporated into and made a part of this Agreement by reference. The parties mutually agree that BNSF's preliminary engineering, design, and contract preparation costs described in Article II, Section 2 herein are part of the costs of the Project even though such work may have preceded the date of this Agreement and the issuance of Notice to Proceed as more particularly described in Article III, Section 15.

14. The parties mutually agree that no construction activities for the Project, nor future maintenance of the Structure once completed, that would interfere with operations of the Rail Corridor will be permitted during the fourth quarter of each calendar year. Emergency work will be permitted only upon prior notification to BNSF's Network Operations Center (telephone number: 800 832-5452). The parties hereto mutually understand and agree that trains cannot be subjected to delay during this time period.

15. Subject to the restrictions imposed by Article V, Section 14 above, the construction of the Project will not commence until AUTHORITY gives BNSF's Manager of Public Projects thirty (30) days prior written notice of such commencement. The commencement notice will reference BNSF's Agreement No. BF10002988 and US DOT Crossing No. 026572B and must state the time that construction activities will begin.

16. Within 90 days of the conclusion of the Project and final acceptance by BNSF, AUTHORITY must provide BNSF with a complete electronic set of the bridge plans with the railroad clearances (prepared in **English Units**). BNSF will also accept a marked up paper copy of the bridge plans labeled "**As Built**". The marked up copy of those plans will reflect any and all deviations from the original plans that occurred during construction. The electronic set of bridge plans will be submitted in Micro Station \*.dgn electronic format (preferred) or AutoCAD \*.dwg format. Electronic plans are to be submitted in the original format used for CAD plan preparation and not converted to another format prior to submission. The "As Built" plans shall show actual measured "as constructed" clearances as well as depth, size and location of all foundation components. The plans shall show dimensioned locations of existing and relocated utilities. The As Built plans must comply with the Bridge Requirements set forth on Exhibit F and depict all information in BNSF engineering stationing and mile post pluses. The As Built plans must also include plan and profile, structural bridge drawings and specifications, and drainage plans. All improvements and facilities must be shown. It is understood that BNSF prefers to receive the "As Built" plans in an electronic format.

17. BNSF may, at its expense, make future changes or additions to the railroad components of the Structure if necessary or desirable, in BNSF's sole discretion, including, without limitation the following: (i) the right to raise or lower the grade or change the alignment of its tracks, (ii) the right to lay additional track or tracks, or (iii) the right to build other facilities in connection with the operation of its railroad. Such changes or additions must not change or alter the highway components of the Structure. If it becomes necessary or desirable in the future to change, alter, widen or reconstruct the highway components of the Structure to accommodate railroad projects, the cost of such work, including any cost incidental to alteration of railroad or highway facilities made necessary by any such changes to the Structure, will be the sole responsibility of the CITY.

18. CITY may, at CITY's sole expense, alter or reconstruct the highway components of the Structure if necessary or desirable, due to traffic conditions or pedestrian or other recreational traffic, provided, however, that any such alteration or reconstruction, must receive BNSF's prior written approval as evidenced by either a supplement to this Agreement, or execution of a new agreement that provides for the termination of this Agreement. Furthermore, any alteration or reconstruction of the highway components of the Structure will be covered by a Commission Order.

19. Any books, papers, records and accounts of the parties hereto relating to the work hereunder or the costs or expenses for labor and material connected with the construction will at all reasonable times be open to inspection and audit by the agents and authorized representatives of the parties hereto and the Federal Highway Administration, for a period of three (3) years from the date of the final BNSF invoice under this Agreement.

20. The covenants and provisions of this Agreement are binding upon and inure to the benefit of the successors and assigns of the parties hereto. Notwithstanding the preceding sentence, no party hereto may assign any of its rights or obligations hereunder without the prior written consent of the other party.

21. In the event construction of the Project does not commence within three (3) years of the Effective Date, this Agreement will become null and void.

22. Neither termination nor expiration of this Agreement will release any party from any liability or obligation under this Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration.

23. To the maximum extent possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is prohibited by, or held to be invalid under, applicable law, such provision will be ineffective solely to the extent of such prohibition or invalidity and the remainder of the provision will be enforceable.

24. This Agreement (including exhibits and other documents, manuals, etc. incorporated herein), together with previously acquired and recorded property rights if any, is the full and complete agreement between BNSF, CITY, and AUTHORITY with respect to the subject matter herein and supersedes any and all other prior agreements between the parties hereto.

25. Any notice provided for herein or concerning this Agreement must be in writing and will be deemed sufficiently given when sent by certified mail, return receipt requested, to the parties at the following addresses:

**BNSF:**

BNSF's Manager of Public Projects  
740 E. Carnegie Drive  
San Bernardino, CA. 92408  
Email: [Melvin.Thomas@bnsf.com](mailto:Melvin.Thomas@bnsf.com)

Director Structural Engineering  
4515 Kansas Avenue  
Kansas City, KS 66106  
Email: [Byron.Burns@bnsf.com](mailto:Byron.Burns@bnsf.com)

BNSF's Project Engineer  
740 E. Carnegie Drive  
San Bernardino, CA. 92408  
Email: [Greg.Rousseau@bnsf.com](mailto:Greg.Rousseau@bnsf.com)

**AUTHORITY:**

Director of Highway Programs  
Orange County Transportation Authority  
550 South Main Street  
Orange, CA. 92863-1584  
Email: [rcasey@octa.net](mailto:rcasey@octa.net)

Principal Contract Administrator  
Orange County Transportation Authority  
550 South Main Street  
Orange, CA. 92863-1584  
Email: [rhashem@octa.net](mailto:rhashem@octa.net)

**CITY:**

Director of Public Works  
401 East Chapman Avenue  
Placentia, CA 92870

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by its duly qualified and authorized officials as of the day and year first above written.

Signature pages to follow.

**BNSF RAILWAY COMPANY**

By: \_\_\_\_\_  
Printed Name: Sanford C. Sexhus  
Title: Vice President Engineering

WITNESS:

\_\_\_\_\_

**CITY OF PLACENTIA**

By: \_\_\_\_\_  
Printed Name:           Jeremy B. Yamaguchi  
Title:                       Mayor

ATTEST:

By: \_\_\_\_\_  
Patrick Melia  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney  
City of Placentia

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Printed Name: Will Kempton  
Title: Chief Executive Officer

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Kenneth R. Smart Jr.  
General Counsel

**APPROVAL RECOMMENDED:**

By: \_\_\_\_\_  
Jim Beil, P.E.  
Executive Director, Capital Programs

Dated: \_\_\_\_\_

## CONSTRUCTION and MAINTENANCE AGREEMENT

BNSF Agreement No. BF10002988  
OCTA Agreement No.X-X-XXXX  
Orangethorpe Ave. Overhead  
U.S. D.O.T. No. 026572B  
C.P.U.C. No. 002B-41.80

This Agreement ("**Agreement**"), is executed to be effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2012 ("**Effective Date**"), by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**BNSF**"), the **CITY OF PLACENTIA**, a California Charter City and a municipal corporation, hereinafter referred to as ("**CITY**") and the **ORANGE COUNTY TRANSPORTATION AUTHORITY**, a public corporation of the State of California, hereinafter referred to as ("**AUTHORITY**").

### RECITALS:

WHEREAS, BNSF owns and operates a line of railroad in and through the City of Placentia and the City of Anaheim, County of Orange, State of California, hereinafter referred to as ("**Rail Corridor**");

WHEREAS, AUTHORITY and CITY desire to proceed with grade separating Orangethorpe Avenue with the Orangethorpe Avenue Overhead crossing, ("**Structure**") by means of a 619 foot long by 94 feet 6 inches wide, single span, concrete bridge, with concrete deck on precast prestressed girders and concrete abutments;

WHEREAS, the Structure will be located in the City of Placentia and the City of Anaheim;

WHEREAS, the cities of Placentia and Anaheim will enter into an agreement that will define separation of ownership and maintenance for the Structure;

WHEREAS, the existing Orangethorpe Avenue grade crossing, U.S. D.O.T. No. 026572B, C.P.U.C. Crossing No. 002B-41.80, will be closed and removed upon completion of construction and the placing in service of said Structure;

WHEREAS, AUTHORITY and CITY will construct the Structure concurrent with the construction of the Tustin Avenue/Rose Drive Structure;

WHEREAS, AUTHORITY entered into Cooperative Agreement No. C-9-0412 with the CITY dated August 6, 2009 which provides for AUTHORITY to design, acquire right of way, advertise, award, administer construction and administer funding of five grade separation projects that include Placentia Avenue, Kraemer Boulevard, Orangethorpe Avenue, Tustin Avenue/Rose Drive, and Lakeview Avenue;

WHEREAS, pursuant to said Cooperative Agreement, upon completion and acceptance of the Structure by CITY, CITY will thereafter control and maintain the Structure at its sole cost and expense.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### ARTICLE I – SCOPE OF WORK

1. The term "**Project**" as used herein includes any and all work related to the construction of the Structure, more particularly described on Exhibit A, attached hereto and incorporated herein, including but not limited to, any and all changes to telephone, telegraph, signal and electrical lines, other utilities and appurtenances, temporary and permanent track work, temporary detour road, fencing, grading,

maintenance access roadways, alterations to or new construction of drainage facilities, slab bridge and fenced turnaround area, preliminary and construction engineering, right of way acquisition, construction management, and contract preparation. Additionally, temporary controls during construction must be in compliance with Section 8A-5, "Traffic Controls during Construction and Maintenance" of the Manual of Uniform Traffic Control Devices ("MUTCD"), U.S. Department of Transportation.

## **ARTICLE II – BNSF OBLIGATIONS**

In consideration of the covenants of CITY and AUTHORITY set forth herein and the faithful performance thereof, BNSF agrees as follows:

1. 1. Upon AUTHORITY's payment to BNSF of the sum of Nine Hundred Ten Thousand Five Hundred Six and No/100 Dollars (\$910,506.00), BNSF shall grant to AUTHORITY, its successors and assigns, upon and subject to the terms and conditions set forth in this Agreement, a temporary non-exclusive license (hereinafter called, "Temporary Construction License") to construct the Structure across or upon that portion of BNSF's Rail Corridor shown as three parcels on Exhibit A attached to this Agreement, excepting and reserving BNSF's rights, and the rights of any others who have obtained, or may obtain, permission or authority from BNSF, to do the following:
  - (a) Operate, maintain, renew and/or relocate any and all existing railroad track or tracks, wires, pipelines and other facilities of like character upon, over or under the surface of said Rail Corridor;
  - (b) Construct, operate, maintain, renew and/or relocate upon said Rail Corridor, without limitation, such facilities as BNSF may from time to time deem appropriate, provided such facilities do not materially interfere with AUTHORITY's construction of the Project;
  - (c) Otherwise use or operate the Rail Corridor as BNSF may from time to time deem appropriate, provided such use or operations does not materially interfere with AUTHORITY's construction of the Project; and
  - (d) Require AUTHORITY or its contractor to execute a Temporary Construction Crossing Agreement, for any temporary crossing requested to aid in the construction of this Project.

The term of the Temporary Construction License shall begin on the Notice to Commence Construction date as set forth hereinafter in Article III, Section 16 and Section 12 (c) and ends on the earlier of (i) substantial completion of the Project, or (ii) four (4) months following the Notice to Commence Construction, for Parcels 1 and 2 and twenty four months (24) months for Parcel 3. The Temporary Construction License and related rights given by BNSF to AUTHORITY in this provision are without warranty of title of any kind, express or implied, and no covenant of warranty of title will be implied from the use of any word or words herein contained. The Temporary Construction License is for construction of the Project and shall not be used by AUTHORITY for any other purpose. AUTHORITY acknowledges and agrees that AUTHORITY shall not have the right, under the Temporary Construction License, to use the Structure. In the event AUTHORITY is evicted by anyone owning, or claiming title to or any interest in said Rail Corridor, BNSF will not be liable to AUTHORITY for any damages, losses or any expenses of any nature whatsoever. The granting of similar rights to others, subsequent to the date of this Agreement, will not impair or interfere with the rights granted to AUTHORITY herein.

Upon AUTHORITY's payment to BNSF of an additional sum of One Million Four Hundred Twelve Thousand Seven Hundred Eighty Two and No/100 Dollars (\$1,412,782.00), such payment to be made within thirty (30) days of the giving of the Notice to Proceed pursuant to Article III, Section 15 of this Agreement, and provided further that AUTHORITY is in compliance with the terms and conditions of this Agreement, BNSF will grant to CITY, its successors and assigns, a perpetual easement (hereinafter called, the "Easement") to enter upon and use that portion of BNSF's Rail Corridor as is necessary to use and maintain the Structure, substantially in the form of Exhibit B attached to this Agreement. If

AUTHORITY fails to pay BNSF within the thirty day time period set forth in the preceding sentence, BNSF may stop construction of the Project until full payment is received by BNSF.

2. BNSF will furnish all labor, materials, tools, and equipment for railroad work required for the construction of the Project, such railroad work and the estimated cost thereof being as shown on Exhibit D attached hereto and made a part hereof. BNSF may, in its sole and absolute discretion, revise the cost estimates set forth in said Exhibit D. In such event, the revised cost estimates will become a part of this Agreement as though originally set forth herein. Any item of work incidental to the items listed on Exhibit D not specifically mentioned therein may be included as a part of this Agreement upon written approval of AUTHORITY, which approval will not be unreasonably withheld. Construction of the Project will include the following principle elements of railroad work by BNSF:

- (a) Procurement of materials, equipment and supplies necessary for the railroad work;
- (b) Preliminary engineering, design, and contract preparation;
- (c) Construction and removal of concrete crossing panels for the temporary grade crossing the existing Main Tracks to accommodate a detour road;
- (d) Installation of and removal of Signal Warning devices for the temporary detour road grade crossing;
- (e) Removal of the concrete crossing panels for the existing Orangethorpe Avenue grade crossing;
- (f) Removal of the existing Orangethorpe Avenue Signal Warning Devices;
- (g) Modification of the existing Quiet Zone;
- (h) Furnishing of flagging services necessary for the safety of BNSF's property and the operation of its trains during construction of the Project as set forth in further detail on Exhibit C, attached to this Agreement and made a part hereof;
- (i) Furnishing of engineering and inspection as required in connection with the construction of the Project; and
- (j) Providing a contract project coordinator, at AUTHORITY's expense, to serve as a project manager for the Project;

3. BNSF will construct all railroad work set forth in Article II, Section 2 above on an actual cost basis, when BNSF, in its sole discretion, determines it is required by its labor agreements to perform such work with its own employees working under applicable collective bargaining agreements or by contractor(s) if necessary.

4. AUTHORITY agrees to reimburse BNSF for work of an emergency nature caused by AUTHORITY or AUTHORITY's contractor in connection with the Project which is reasonably necessary for the immediate restoration of railroad operations, or for the protection of persons or BNSF property. Such work may be performed by BNSF without prior approval of AUTHORITY and AUTHORITY agrees to fully reimburse BNSF for all such emergency work.

5. BNSF may charge AUTHORITY for insurance expenses, including self-insurance expenses, when such expenses cover the cost of Employer's Liability (including, without limitation, liability under the Federal Employer's Liability Act) in connection with the construction of the Project. Such charges will be considered part of the actual cost of the Project, regardless of the nature or amount of ultimate liability for injury, loss or death to BNSF's employees, if any.

6. During the construction of the Project, BNSF will send AUTHORITY progressive invoices detailing the costs of the railroad work performed by BNSF under this Agreement. AUTHORITY will provide BNSF

with a Cash Deposit, as set forth in Article III, Section 19, for the total amount of the estimated cost of railroad work as set forth in Exhibit D. BNSF will deduct the amounts of the progressive invoices from the Cash Deposit. Should the cost of railroad work exceed the amount of the Cash Deposit, BNSF will commence invoicing AUTHORITY for the additional cost. AUTHORITY must reimburse BNSF for completed force-account work within forty-five (45) calendar days from the date of AUTHORITY'S receipt of the invoice for such work. Upon completion of the Project, BNSF will send AUTHORITY a detailed invoice of final costs, segregated as to labor and materials for each item in the recapitulation shown on Exhibit D. Pursuant to this Section, AUTHORITY will verify such final costs. All undisputed costs set forth in the final invoice shall be deducted from the Cash Deposit. Should the cost of railroad work exceed the Cash Deposit AUTHORITY will pay the remaining undisputed cost within ninety (90) calendar days from the date of the final invoice. The Parties agree to take reasonable efforts to resolve any disputed cost in a timely manner. BNSF will assess a finance charge of 0.033% per day (12% per annum) on any unpaid sums or other charges due under this Agreement which are past its credit terms. The finance charge continues to accrue daily until the date of the payment is received by BNSF, not the date that payment is made or the date postmarked on the payment. Finance charges will be assessed on delinquent sums and other charges as of the end of the month and will be reduced by amounts in dispute and any un-posted payments received by the month's end. Finance charges will be noted on invoices sent to AUTHORITY under this Section 6. **For purposes of computing the time limits prescribed by Section 911.2 of the CALIFORNIA GOVERNMENT CODE for the presentment of a claim against AUTHORITY, the cause of action for failure to reimburse BNSF for the cost of the Railroad Work performed by it pursuant to this Agreement shall be deemed to have accrued one hundred eighty (180) days from the date of the final invoice.**

7. BNSF will cooperate with AUTHORITY to provide technical reviews to meet Project requirements.

### **ARTICLE III – AUTHORITY OBLIGATIONS**

In consideration of the covenants of CITY and BNSF set forth herein and the faithful performance thereof, AUTHORITY agrees as follows:

1. AUTHORITY shall furnish to BNSF and CITY plans and specifications for the Project together with calculations with the railroad clearances expressed in **English Units**. One complete reduced size 11" x 17" paper copy shall be submitted to BNSF's Director of Structural Engineering. A PDF copy of the plans and specifications should be sent to both BNSF's Manager Public Projects and BNSF's Director Structural Engineering. The PDF copy with a file size of two (2) megabytes or less should be sent via an email attachment. Should the PDF copy of the plans and specifications exceed two (2) megabytes, a CD (Compact Disk) of the plans and specifications should be sent via overnight mail service to both BNSF offices. The email and mailing addresses are included in Article V, Section 25. Sets of said plans shall be submitted to BNSF and CITY for approval prior to commencement of any construction. BNSF will give AUTHORITY final written approval of the plans and specifications substantially in the form of Exhibit E, attached to this Agreement and made a part hereof. Upon BNSF's final written approval of the plans and specifications, said plans and specifications will become part of this Agreement and are hereby incorporated herein. Any approval of the plans and specifications by BNSF shall in no way obligate BNSF in any manner with respect to the finished product design and/or construction. Any approval by BNSF shall mean only that the plans and specifications meet BNSF standard specifications, and such approval by BNSF shall not be deemed to mean that the plans and specifications or construction is structurally sound and appropriate or that such plans and specifications meet applicable regulations, laws, statutes or local ordinances and/or building code.

2. AUTHORITY must provide for and maintain minimum vertical and horizontal clearances, as required and approved by BNSF as part of the plans and specifications for the Project.

3. AUTHORITY must make any and all arrangements, in compliance with BNSF's Utility Accommodation Manual (<http://www.bnsf.com/communities/faqs/pdf/utility.pdf>), for the installation or relocation of wire lines, pipe lines and other facilities owned by private persons, companies, corporations, political subdivisions or public utilities other than BNSF which may be necessary for the construction of the Project.

4. AUTHORITY must construct the Project as shown on the attached Exhibit A and do all work provided for in the plans and specifications for the Project, except railroad work that will be performed by BNSF herein. AUTHORITY must furnish all labor, materials, tools and equipment for the performance of AUTHORITY's work. The principal elements of AUTHORITY's work are as follows:

- (a) Preliminary and final Engineering;
- (b) Design and the Construction of the Structure;
- (c) Construction and removal of a temporary detour road;
- (d) Construction of a slab bridge and K-Rail protected and fenced turnaround area for Orange County Flood District;
- (e) Providing of suitable drainage, both temporary and permanent;
- (f) Providing of access for BNSF's maintenance vehicles to the tracks in all four quadrants;
- (g) Removal of all volunteer vegetation and trees within the Project limits on BNSF's Rail Corridor;
- (h) All other necessary grading and paving, including backfill of excavations and restoration of disturbed vegetation on BNSF's Rail Corridor;
- (i) Application of the D.O.T. Crossing Number 026572B and the CPUC Crossing No. 002B-41.80 in conspicuous locations on the Structure;
- (j) Providing of pedestrian and/or trespasser control during construction;
- (k) Installation and maintenance of throw fences consisting of 8-foot high tunular wire mesh fences mounted on concrete barriers on the outer edges of the Structure's deck;and
- (l) Job site cleanup within Project area including removal of all construction materials, concrete debris, surplus soil, refuse, disturbed contaminated soils, asphalt debris, litter and other waste materials to the satisfaction of BNSF;

5. AUTHORITY must provide a top of rail profile of the existing conditions at survey points at 25 foot intervals on both main tracks through the limits of the Structure construction area prior to the start of construction. AUTHORITY must monitor the track profile during pile driving and if irregularities in the track's surface are observed, Contractor must immediately cease pile driving and inform BNSF by reporting to the emergency to the (i) Flagman on duty; (ii) BNSF Hotline at 800-832-5452 advising the Milepost location as MP 41.76; and (iii) Project Engineer (909-386-4079) or Inspector Coordinator assigned to the project. Authority must perform a top of rail profile survey at the end of each day when piles have been driven. Survey shots are to be taken at the established 25 foot intervals and reviewed and recorded in a dedicated log with any variance from the original baseline profile notated. AUTHORITY must furnish BNSF's Project Engineer a copy of the daily log as soon as it is available for review at the Project Engineer's mailing address as shown in Article V, Section 25.

6. AUTHORITY will acquire all properties required to construct the Project;

7. AUTHORITY's Work must be performed by AUTHORITY or AUTHORITY's contractor in a manner that will not endanger or interfere with the safe and timely operations of BNSF and its facilities.

8. AUTHORITY must require its contractor(s) to notify BNSF's Roadmaster at least thirty (30) calendar days prior to requesting a BNSF flagman in accordance with the requirements of Exhibit C attached hereto. Additionally, AUTHORITY must require its contractor(s) to notify BNSF's Manager of Public Projects thirty (30) calendar days prior to commencing work on BNSF property or near BNSF tracks.

9. AUTHORITY or its contractor(s) shall submit one reduced size 11" x 17" paper copy, including calculations, expressed in **English Units** of the plans and specifications for proposed shoring, falsework, or cribbing to be used over, under, or adjacent to BNSF's tracks to BNSF's Director Structural Engineering. AUTHORITY or its contractor(s) shall submit a PDF copy of the plans and specifications for the proposed shoring, falsework, or cribbing to both BNSF's Manager Public Projects and BNSF's Director Structural Engineering. The PDF copy with a file size of two (2) megabytes or less should be sent via an email attachment. Should the PDF copy of the plans and specifications exceed two (2) megabytes, a CD (Compact Disk) of the plans and specifications should be sent via overnight mail service to both BNSF offices for approval. The email and mailing addresses are included in Article V, Section 25. The shoring, falsework or cribbing used by AUTHORITY's contractor shall comply with BNSF's Bridge Requirements set forth on Exhibit F, attached to this Agreement and incorporated herein, and all applicable requirements promulgated by state and federal agencies, departments, commissions and other legislative bodies.

Falsework shall be designed according to the State of California, Department of Transportation FALSEWORK MANUAL available at this Web Site:

<http://www.dot.ca.gov/hq/esc/construction/manuals/OSCCCompleteManuals/FalseworkManual.pdf>

10. AUTHORITY must include the following provisions in any contract with its contractor(s) performing work on said Project:

- (a) The Contractor is placed on notice that fiber optic, communication and other cable lines and systems (collectively, the "Lines") owned by various telecommunications companies may be buried on BNSF's property or Rail Corridor. The locations of these Lines have been included on the plans based on information from the telecommunications companies. The Contractor will be responsible for contacting BNSF's Engineering Representative (909) 386-4079, BNSF's Signal Representative (909) 386-4053 and the telecommunications companies and notifying them of any work that may damage these Lines or facilities and/or interfere with their service. The contractor must also mark all Lines shown on the plans or marked in the field in order to verify their locations. The contractor must also use all reasonable methods when working in BNSF's Rail Corridor or on BNSF property to determine if any other Lines (fiber optic, cable, communication or otherwise) may exist.
- (b) Failure to mark or identify these Lines will be sufficient cause for any BNSF Representative to stop construction at no cost to AUTHORITY or BNSF until these items are completed.
- (c) In addition to the liability terms contained elsewhere in this Agreement, the contractor hereby indemnifies, defends and holds harmless BNSF for, from and against all cost, liability, and expense whatsoever (including, without limitation, attorney's fees and court costs and expenses) arising out of or in any way contributed to by any act or omission of Contractor, its subcontractors, agents and/or employees that cause or in any way or degree contribute to (1) any damage to or destruction of any Lines by Contractor, and/or its subcontractors, agents and/or employees, on BNSF's property or within BNSF's Rail Corridor, (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on BNSF's property or within BNSF's Rail Corridor, and/or (3) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of such telecommunication company(ies). **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY, DEATH, CAUSE OF ACTION OR CLAIM WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, UNLESS SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF BNSF.**
- (d) The Contractor will be responsible for the rearrangement of any facilities or Lines determined to interfere with the construction. The Contractor must cooperate fully with any telecommunications company(ies) in performing such rearrangements.

11. AUTHORITY must incorporate in each prime contract for construction of the Project, or the specifications therefore (i) the provisions set forth in Article III,; (ii) the provisions set forth in Article V; and (iii) the provisions set forth in Exhibit C, Exhibit C-1, and Exhibit E, attached hereto and by reference made a part hereof.

12. Except as otherwise provided below in this Section 12, all construction work performed hereunder by AUTHORITY for the Project will be pursuant to a contract or contracts to be let by AUTHORITY, and all such contracts must include the following:

- (a) All work performed under such contract or contracts within the limits of BNSF's Rail Corridor must be performed in a good and workmanlike manner in accordance with plans and specifications approved by BNSF;
- (b) Changes or modifications during construction that affect safety or BNSF operations must be subject to BNSF's approval;
- (c) No work will be commenced within BNSF's Rail Corridor until each of the prime contractors employed in connection with said work must have (i) executed and delivered to BNSF a letter agreement in the form of Exhibit C-1, and (ii) delivered to and secured BNSF's approval of the required insurance; and
- (d) If it is in AUTHORITY's best interest, AUTHORITY may direct that the construction of the Project be done by day labor under the direction and control of AUTHORITY, or if at any time, in the opinion of AUTHORITY, the contractor has failed to prosecute with diligence the work specified in and by the terms of said contract, AUTHORITY may terminate its contract with the contractor and take control over the work and proceed to complete the same by day labor or by employing another contractor(s) provided; however, that any contractor(s) replacing the original contractor(s) must comply with the obligations in favor of BNSF set forth above and, provided further, that if such construction is performed by day labor, AUTHORITY will, at its expense, procure and maintain on behalf of BNSF the insurance required by Exhibit C-1.
- (e) To facilitate scheduling for the Project, AUTHORITY shall have its contractor give BNSF's Project Engineer at telephone number 909 386 4079 eight (8) weeks advance notice of the proposed times and dates for work windows. BNSF and AUTHORITY's contractor will establish mutually agreeable work windows for the Project. AUTHORITY shall inform its contractor that any request for work windows with less than eight (8) weeks advance notice will have a reduced probability of approval. BNSF has the right at any time to revise or change the work windows, due to train operations or service obligations. BNSF will not be responsible for any additional costs and expenses resulting from a change in work windows. Additional costs and expenses resulting from a change in work windows shall be accounted for in the contractor's expenses for the Project.
- (f) The plans and specifications for the Project must be in compliance with the Bridge Requirements set forth in said Exhibit F, attached to this Agreement and incorporated herein.

13. AUTHORITY must advise BNSF's Manager of Public Projects, in writing, of the completion date of the Project within thirty (30) days after such completion date. Additionally, AUTHORITY must notify BNSF's Manager of Public Projects, in writing, of the date on which AUTHORITY, and/or CITY and/or AUTHORITY's Contractor will meet with BNSF for the purpose of making final inspection of the Project.

**14. TO THE FULLEST EXTENT PERMITTED BY LAW, AUTHORITY HEREBY RELEASES, INDEMNIFIES, DEFENDS AND HOLDS HARMLESS BNSF, ITS AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION,**

SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, THE EMPLOYEES OF THE PARTIES HERETO) OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART) (I) THE USE, OCCUPANCY OR PRESENCE OF AUTHORITY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (II) THE PERFORMANCE, OR FAILURE TO PERFORM BY AUTHORITY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS, ITS WORK OR ANY OBLIGATION UNDER THIS AGREEMENT, (III) THE SOLE OR CONTRIBUTING ACTS OR OMISSIONS OF AUTHORITY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (IV) AUTHORITY'S BREACH OF THE TEMPORARY CONSTRUCTION LICENSE GRANTED TO AUTHORITY PURSUANT TO ARTICLE II OF THIS AGREEMENT, (V) ANY RIGHTS OR INTERESTS GRANTED TO AUTHORITY PURSUANT TO THE TEMPORARY CONSTRUCTION LICENSE DISCUSSED IN ARTICLE II OF THIS AGREEMENT, (VI) AUTHORITY'S OCCUPATION AND USE OF BNSF'S PROPERTY OR RAIL CORRIDOR, OR (VII) AN ACT OR OMISSION OF AUTHORITY OR ITS OFFICERS, AGENTS, INVITEES, EMPLOYEES OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER. THE LIABILITY ASSUMED BY AUTHORITY WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY OR DEATH WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, UNLESS SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF BNSF.

15. AUTHORITY must give BNSF's Manager of Public Projects written notice to proceed ("**Notice to Proceed**") with the railroad work after receipt of necessary funds for the Project. BNSF will not begin the railroad work (including, without limitation, procurement of supplies, equipment or materials) until written notice to proceed is received from AUTHORITY. The Notice to Proceed must reference BNSF's Agreement No. BF10002988.

16. AUTHORITY must give BNSF's Manager of Public Projects written notice to commence construction ("**Notice to Commence Construction**") when the Contractor has satisfied the requirements set forth hereinafter in Article III, Section 12 (c) and will enter BNSF Rail Corridor to begin construction. The Notice to Commence Construction must reference BNSF's Agreement No. BF10002988.

17. Authority agrees to reimburse BNSF for the cost of track surfacing for a distance not to exceed one thousand (1000) feet in each direction from the centerline of the Structure due to settlement caused by the construction of the Structure for a period not to exceed two (2) years from the date of final inspection, pursuant to Article III, Section 13;

18. AUTHORITY must perform all necessary work to obtain the permanent closure and vacation of Orangethorpe Avenue across BNSF's right-of-way and must barricade the road approaches prior to completion of the Project. BNSF will cooperate with AUTHORITY to achieve the closure and vacation of Orangethorpe Avenue and will remove the crossing surface within its right-of-way.

19. AUTHORITY agrees to provide BNSF with a posted "Cash Deposit" via wire transfer to a BNSF deposit account guaranteeing the **total** amount of AUTHORITY's financial obligations (including, without limitation, liquidated damages, indemnity obligations and other expenses) under this Agreement.

The Cash Deposit provided under this provision will be held in a non-interest bearing account in the name of BNSF. If AUTHORITY's financial obligations at the end of the Project are less than the amount of the cash deposit, BNSF shall refund any remaining sum to AUTHORITY.

When posting the Cash Deposit pursuant to this provision, contact BNSF Manager of Credit to obtain the BNSF account information.

## **ARTICLE IV - CITY OBLIGATIONS**

**IN CONSIDERATION** of the covenants of BNSF and AUTHORITY herein contained and the faithful performance thereof, CITY agrees:

1. To permit AUTHORITY to act as the responsible lead agency to design and construct the Project.
2. CITY must make application to the Public Utilities Commission of the State of California ("**Commission**") for an order authorizing construction of the Project and to furnish to the Commission plans of the proposed construction, approved by BNSF and CITY, together with a copy of this Agreement and to obtain all other required permits and approvals for the construction of the Project.
3. In addition to the terms and conditions set forth elsewhere in this Agreement, including, but not limited to, the terms and conditions set forth in Exhibit F, BNSF and CITY agrees as follows:
  - (a) Upon completion of construction of the Project, CITY will own and maintain, at its sole cost and expense, the Structure, the highway approaches, and appurtenances thereto, lighting, drainage and any access roadways to BNSF gates installed pursuant to this Agreement. BNSF may, at its option, perform maintenance on the Structure in order to avoid conflicts with train operations. BNSF will notify CITY prior to performing any such maintenance on the Structure. In the event such maintenance involves emergency repairs, BNSF will notify CITY at its earliest opportunity. CITY must fully reimburse BNSF for the costs of maintenance performed by BNSF pursuant to this subsection (a);
  - (b) CITY must, at CITY's sole cost and expense, keep the Structure painted and free from graffiti;
  - (c) CITY must maintain D.O.T. Crossing Number 026572B and C.P.U.C. Crossing No. 002B-41.80 in legible condition in the conspicuous locations on the Structure where applied by AUTHORITY during construction;
  - (d) It is understood by CITY that the right to install utilities is restricted to the placement of underground utilities beneath BNSF's tracks located a minimum of fifty (50) feet from abutments, piers, piles, or footings with the exception that upon BNSF's prior approval BNSF will permit selected utilities to be installed closer to the abutments, piers, piles, footings and/or run through the deck of the Structure. Under no circumstances will utilities be allowed to hang from the Structure. All utility crossings within the limits of BNSF's Rail Corridor will be covered by separate agreements between BNSF and each of the owners of the utilities;
  - (e) Upon request from BNSF, CITY shall remove all trash and debris associated with the Structure from BNSF's property;
  - (f) CITY must provide BNSF with any and all necessary permits and maintain roadway traffic controls, at no cost to BNSF, whenever requested by BNSF to allow BNSF to inspect the Structure or to make emergency repairs thereto;
  - (g) CITY must keep the Structure and surrounding areas clean and free from birds, pigeons, scavengers, vermin, creatures and other animals;
  - (h) CITY hereby grants to BNSF, at no cost or expense to BNSF, a permanent right of access from CITY property to BNSF tracks for maintenance purposes;
  - (m) Maintenance of throw fences consisting of 8-foot high tunular wire mesh fences mounted on concrete barriers on the outer edges of the Structure's deck;and

- (i) If CITY (including its contractors and agents) or BNSF, on behalf of CITY, performs (i) alterations or modifications to the Structure, or (ii) any maintenance or other work on the Structure with heavy tools, equipment or machinery at ground surface level horizontally within 25'-0" of the centerline of the nearest track, or (iii) any maintenance or other work outside the limits of the deck of the Structure vertically above the top of the rail, then CITY or its contractors and/or agents must procure and maintain the following insurance coverage, which may be changed from time to time:

Railroad Protective Liability insurance naming only the **Railroad** as the Insured with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The policy shall be issued on a standard ISO form CG 00 35 12 04 and include the following:

- Endorsed to include the Pollution Exclusion Amendment
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to remove any exclusion for punitive damages.
- Endorsed to include Evacuation Expense Coverage Endorsement.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to the **Railroad** prior to performing any work or services under this Agreement
- Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured' care, custody, and control arising out of the acts or omissions of the contractor named on the Declarations.

As used in this paragraph, "**Railroad**" means "Burlington Northern Santa Fe, LLC", "BNSF RAILWAY COMPANY" and the subsidiaries, successors, assigns and affiliates of each.

In lieu of providing a Railroad Protective Liability Policy, CITY may participate in BNSF's Blanket Railroad Protective Liability Insurance Policy if available to CITY or its contractors. The limits of coverage are the same as above.

4. Subject to the restrictions imposed by Article V, Section 14 below, CITY must notify and obtain prior authorization from BNSF's Manager of Public Projects before entering BNSF's Rail Corridor for **INSPECTION OR MAINTENANCE** purposes, and BNSF's Manager of Public Projects will determine if flagging is required. . CITY must procure and maintain the insurance coverage required by Exhibit C-1 and comply with the obligations set forth in Exhibit C and Exhibit F, as the same may be revised from time to time. If the construction work hereunder is contracted, CITY must require its prime contractor(s) to comply with the obligations set forth in Exhibit C and Exhibit C-1, and Exhibit F, as the same may be revised from time to time. CITY will be responsible for its contractor(s) compliance with such obligations.

5. **TO THE FULLEST EXTENT PERMITTED BY LAW, CITY HEREBY RELEASES, INDEMNIFIES, DEFENDS AND HOLDS HARMLESS BNSF, ITS AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, THE EMPLOYEES OF THE PARTIES HERETO) OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART) (I) THE USE, OCCUPANCY OR PRESENCE OF CITY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES OR AGENTS IN, ON, OR ABOUT THE MAINTENANCE SITE, (II) THE PERFORMANCE, OR FAILURE TO PERFORM BY THE CITY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS, ITS WORK OR ANY OBLIGATION UNDER THIS AGREEMENT, (III) THE SOLE OR CONTRIBUTING ACTS OR OMISSIONS OF CITY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS IN, ON, OR ABOUT THE MAINTENANCE SITE, (IV) CITY'S OCCUPATION AND USE OF BNSF'S PROPERTY OR RAIL**

**CORRIDOR, INCLUDING WITHOUT LIMITATION, SUBSEQUENT MAINTENANCE OF THE STRUCTURE BY CITY, OR (V)AN ACT OR OMISSION OF CITY OR ITS OFFICERS, AGENTS, INVITEES, EMPLOYEES OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER. THE LIABILITY ASSUMED BY CITY WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY OR DEATH WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, UNLESS SUCH CLAIMS, ARE PROXIMATELY CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF BNSF.**

## **ARTICLE V – JOINT OBLIGATIONS**

IN CONSIDERATION of the premises, the parties hereto mutually agree to the following:

1. All work contemplated in this Agreement must be performed in a good and workmanlike manner and each portion must be promptly commenced by the party obligated hereunder to perform the same and thereafter diligently prosecuted to conclusion in its logical order and sequence. Furthermore, any changes or modifications during construction which affect BNSF will be subject to BNSF's approval prior to the commencement of any such changes or modifications. BNSF will notify AUTHORITY of potential impacts to Project at the time said impacts are known subject to the provisions of Article II, Item 4.

2. The work hereunder must be performed in accordance with the Bridge Requirements set forth in Exhibit F and the detailed plans and specifications approved by BNSF.

3. AUTHORITY must require its contractor(s) to reasonably adhere to the Project's construction schedule for all Project work. At BNSF's discretion, any work that would affect train operations shall be scheduled at night. The parties hereto mutually agree that BNSF's failure to complete the railroad work in accordance with the construction schedule due to inclement weather or unforeseen railroad emergencies will not constitute a breach of this Agreement by BNSF and will not subject BNSF to any liability. Regardless of the requirements of the construction schedule, BNSF reserves the right to reallocate the labor forces assigned to complete the railroad work in the event of an emergency to provide for the immediate restoration of railroad operations (BNSF or its related railroads) or to protect persons or property on or near any BNSF owned property. BNSF will not be liable for any additional costs or expenses resulting from any such reallocation of its labor forces. The parties mutually agree that any reallocation of labor forces by BNSF pursuant to this provision and any direct or indirect consequences or costs resulting from any such reallocation will not constitute a breach of this Agreement by BNSF.

4. BNSF shall have the right to request any AUTHORITY employee, or CITY employee, who enters BNSF's Rail Corridor and because of their incompetence, neglect of duty, unsafe conduct or misconduct and/or they adversely affected BNSF's operations or facilities, be removed from the Rail Corridor. In the event AUTHORITY or CITY elects not to honor such request, BNSF may stop work within its Rail Corridor until the matter has been fully resolved to BNSF's satisfaction. The party whose employee has been asked to leave the Rail Corridor will indemnify BNSF and the other parties against any claims arising from such removal.

5. BNSF will have the right to stop construction work on the Project if any of the following events take place: (i) Contractor (or any of its subcontractors) performs the Project work in a manner contrary to the plans and specifications approved by BNSF; (ii) Contractor (or any of its subcontractors), in BNSF's opinion, prosecutes the Project work in a manner which is hazardous to BNSF property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) AUTHORITY fails to pay BNSF for the Easement pursuant to Article II, Section 1 of this Agreement. The work stoppage will continue until all necessary actions are taken by AUTHORITY, Contractor or its subcontractor to rectify the situation to the satisfaction of BNSF's Division Engineer or until additional insurance has been delivered to and accepted by BNSF. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, BNSF may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of BNSF. BNSF's

right to stop the work is in addition to any other rights BNSF may have including, but not limited to, actions or suits for damages or lost profits. In the event that BNSF desires to stop construction work on the Project, BNSF agrees to immediately notify the following individual in writing:

Rose Casey  
Director of Highway Programs  
Orange County Transportation Authority  
550 South Main Street  
Orange, CA. 92863-1584  
Telephone (714) 560-5729  
Fax: (714) 560-5983  
Email: [rcasey@octa.net](mailto:rcasey@octa.net)

6. AUTHORITY's or CITY's employees, agents, contractors, representatives and invitees shall wear Personal Protective Equipment ("PPE") when on BNSF's Rail Corridor during construction of the Project or performing subsequent maintenance after completion of construction. The PPE shall meet applicable OSHA and ANSI specifications. Current BNSF PPE requirements are listed on the web site, [www.contractororientation.com](http://www.contractororientation.com). A partial list of BNSF's PPE requirements include; a) safety glasses: permanently affixed side shields; no yellow lenses, b) hard hats with high visibility orange cover, c) safety shoes: hardened toe, above-the-ankle lace-up with a defined heel and d), high visibility retro-reflective orange vests are required as specified by BNSF's representative in charge of the Project. PPE requirements as defined on the web site, will be amended from time to time, and shall take precedence over the Partial list of requirements outlined in this Section 6 of Article V. Hearing protection, fall protection and respirators will be worn as required by State and Federal regulations.

7. AUTHORITY must supervise and inspect the operations of all AUTHORITY contractors to assure compliance with the plans and specifications approved by BNSF, the terms of this Agreement and all safety requirements of BNSF railroad. If BNSF determines that proper supervision and inspection is not being performed by AUTHORITY personnel at any time during construction of the Project, BNSF has the right to stop construction (within or adjacent to its operating Rail Corridor). Construction of the Project will not proceed until AUTHORITY corrects the situation to BNSF's reasonable satisfaction. If BNSF feels the situation is not being corrected in an expeditious manner, BNSF will immediately notify AUTHORITY'S Director of Highway Programs for appropriate corrective action.

8. BNSF will contribute a not to exceed amount of One Million Three Hundred Fifty Thousand Nine Hundred Five and No/100 (\$1,350,905.00) (**hereinafter referred to as "BNSF's Share"**) towards the total actual costs of the Project. BNSF's Share will be based on the costs for preliminary engineering, right-of-way, and construction within the following limits;

- (a) Where a grade crossing is eliminated by grade separation, the structure and approaches required to transition to a theoretical highway profile which would have been constructed if there were no railroad present, for the number of lanes on the existing highway and in accordance with the current design standards of the appropriate state highway agency; and
- (b) Where another facility, such as a highway or waterway, requiring a bridge structure is located within the limits of a grade separation project, the estimated cost of a theoretical structure and approaches as described in 23 CFR 646.210(c)(1) to eliminate the railroad-highway grade crossing without considering the presence of the waterway or other highway.

The total actual cost of construction for the Project is presently estimated to be One Hundred One Million Six Hundred Fiftyfive Thousand and No/100 (\$101,655,000.00), more particularly described on Exhibit G attached hereto and incorporated herein.

9. That BNSF will make payment in full of BNSF's Share upon receipt of a detailed invoice of the Project's final costs, together with written advice of the Project's date of completion as provided for hereinabove in Article III Section 13.

10. AUTHORITY agrees to furnish BNSF's Manager Public Projects monthly Project Progress Reports that detail work completed, percentage of Project completeness, an updated projection of the Project's final cost, and the Project's estimated completion date for BNSF's use in budgeting BNSF's Share.

11. Pursuant to this Section and Article II, Section 6 herein, AUTHORITY must reimburse BNSF in full for the actual costs of all work performed by BNSF under this Agreement.

12. In any action brought under this Agreement, the prevailing Party shall be entitled to recover its actual costs and attorneys fees pursuant to California Civil Code Section 1717, as well as other litigation costs, including expert witness fees. The prevailing Party shall also be entitled to recover all actual attorneys fees and litigation costs incurred in connection with the enforcement of a judgment arising from such action or proceeding.

13. All expenses detailed in statements sent to AUTHORITY pursuant to Article II, Section 6 herein will comply with the terms and provisions of the Federal Aid Highway Program Manual, U.S. Department of Transportation, as amended from time to time, which manual is hereby incorporated into and made a part of this Agreement by reference. The parties mutually agree that BNSF's preliminary engineering, design, and contract preparation costs described in Article II, Section 2 herein are part of the costs of the Project even though such work may have preceded the date of this Agreement and the issuance of Notice to Proceed as more particularly described in Article III, Section 15.

14. The parties mutually agree that no construction activities for the Project, nor future maintenance of the Structure once completed, that would interfere with operations of the Rail Corridor will be permitted during the fourth quarter of each calendar year. Emergency work will be permitted only upon prior notification to BNSF's Network Operations Center (telephone number: 800 832-5452). The parties hereto mutually understand and agree that trains cannot be subjected to delay during this time period.

15. Subject to the restrictions imposed by Article V, Section 14 above, the construction of the Project will not commence until AUTHORITY gives BNSF's Manager of Public Projects thirty (30) days prior written notice of such commencement. The commencement notice will reference BNSF's Agreement No. BF10002988 and US DOT Crossing No. 026572B and must state the time that construction activities will begin.

16. Within 90 days of the conclusion of the Project and final acceptance by BNSF, AUTHORITY must provide BNSF with a complete electronic set of the bridge plans with the railroad clearances (prepared in **English Units**). BNSF will also accept a marked up paper copy of the bridge plans labeled "**As Built**". The marked up copy of those plans will reflect any and all deviations from the original plans that occurred during construction. The electronic set of bridge plans will be submitted in Micro Station \*.dgn electronic format (preferred) or AutoCAD \*.dwg format. Electronic plans are to be submitted in the original format used for CAD plan preparation and not converted to another format prior to submission. The "As Built" plans shall show actual measured "as constructed" clearances as well as depth, size and location of all foundation components. The plans shall show dimensioned locations of existing and relocated utilities. The As Built plans must comply with the Bridge Requirements set forth on Exhibit F and depict all information in BNSF engineering stationing and mile post pluses. The As Built plans must also include plan and profile, structural bridge drawings and specifications, and drainage plans. All improvements and facilities must be shown. It is understood that BNSF prefers to receive the "As Built" plans in an electronic format.

17. BNSF may, at its expense, make future changes or additions to the railroad components of the Structure if necessary or desirable, in BNSF's sole discretion, including, without limitation the following: (i) the right to raise or lower the grade or change the alignment of its tracks, (ii) the right to lay additional track or tracks, or (iii) the right to build other facilities in connection with the operation of its railroad. Such changes or additions must not change or alter the highway components of the Structure. If it becomes necessary or desirable in the future to change, alter, widen or reconstruct the highway components of the Structure to accommodate railroad projects, the cost of such work, including any cost incidental to alteration of railroad or highway facilities made necessary by any such changes to the Structure, will be the sole responsibility of the CITY.

18. CITY may, at CITY's sole expense, alter or reconstruct the highway components of the Structure if necessary or desirable, due to traffic conditions or pedestrian or other recreational traffic, provided, however, that any such alteration or reconstruction, must receive BNSF's prior written approval as evidenced by either a supplement to this Agreement, or execution of a new agreement that provides for the termination of this Agreement. Furthermore, any alteration or reconstruction of the highway components of the Structure will be covered by a Commission Order.

19. Any books, papers, records and accounts of the parties hereto relating to the work hereunder or the costs or expenses for labor and material connected with the construction will at all reasonable times be open to inspection and audit by the agents and authorized representatives of the parties hereto and the Federal Highway Administration, for a period of three (3) years from the date of the final BNSF invoice under this Agreement.

20. The covenants and provisions of this Agreement are binding upon and inure to the benefit of the successors and assigns of the parties hereto. Notwithstanding the preceding sentence, no party hereto may assign any of its rights or obligations hereunder without the prior written consent of the other party.

21. In the event construction of the Project does not commence within three (3) years of the Effective Date, this Agreement will become null and void.

22. Neither termination nor expiration of this Agreement will release any party from any liability or obligation under this Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration.

23. To the maximum extent possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is prohibited by, or held to be invalid under, applicable law, such provision will be ineffective solely to the extent of such prohibition or invalidity and the remainder of the provision will be enforceable.

24. This Agreement (including exhibits and other documents, manuals, etc. incorporated herein), together with previously acquired and recorded property rights if any, is the full and complete agreement between BNSF, CITY, and AUTHORITY with respect to the subject matter herein and supersedes any and all other prior agreements between the parties hereto.

25. Any notice provided for herein or concerning this Agreement must be in writing and will be deemed sufficiently given when sent by certified mail, return receipt requested, to the parties at the following addresses:

**BNSF:**

BNSF's Manager of Public Projects  
740 E. Carnegie Drive  
San Bernardino, CA. 92408  
Email: [Melvin.Thomas@bnsf.com](mailto:Melvin.Thomas@bnsf.com)

Director Structural Engineering  
4515 Kansas Avenue  
Kansas City, KS 66106  
Email: [Byron.Burns@bnsf.com](mailto:Byron.Burns@bnsf.com)

BNSF's Project Engineer  
740 E. Carnegie Drive  
San Bernardino, CA. 92408  
Email: [Greg.Rousseau@bnsf.com](mailto:Greg.Rousseau@bnsf.com)

**AUTHORITY:**

Director of Highway Programs  
Orange County Transportation Authority  
550 South Main Street  
Orange, CA. 92863-1584  
Email: [rcasey@octa.net](mailto:rcasey@octa.net)

Principal Contract Administrator  
Orange County Transportation Authority  
550 South Main Street  
Orange, CA. 92863-1584  
Email: [rhashem@octa.net](mailto:rhashem@octa.net)

**CITY:**

Director of Public Works  
401 East Chapman Avenue  
Placentia, CA 92870

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by its duly qualified and authorized officials as of the day and year first above written.

Signature pages to follow.

**BNSF RAILWAY COMPANY**

By: \_\_\_\_\_  
Printed Name: Sanford C. Sexhus  
Title: Vice President Engineering

WITNESS:

\_\_\_\_\_

**CITY OF PLACENTIA**

By: \_\_\_\_\_  
Printed Name:           Jeremy B. Yamaguchi  
Title:                           Mayor

ATTEST:

By: \_\_\_\_\_  
          Patrick Melia  
          City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney  
City of Placentia

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Printed Name: Will Kempton  
Title: Chief Executive Officer

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Kenneth R. Smart Jr.  
General Counsel

**APPROVAL RECOMMENDED:**

By: \_\_\_\_\_  
Jim Beil, P.E.  
Executive Director, Capital Programs

Dated: \_\_\_\_\_

## CONSTRUCTION and MAINTENANCE AGREEMENT

BNSF Agreement No. BF- XXXXXXXX  
OCTA Agreement No. X-X-XXXX  
Tustin Avenue-Rose Drive Overhead  
U.S. D.O.T. No. 026571U  
C.P.U.C. No. 002B-41.50

This Agreement ("**Agreement**"), is executed to be effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2012 ("**Effective Date**"), by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**BNSF**"), the **CITY OF PLACENTIA**, a California Charter City and a municipal corporation, hereinafter referred to as ("**CITY**") and the **ORANGE COUNTY TRANSPORTATION AUTHORITY**, a public corporation of the State of California, hereinafter referred to as ("**AUTHORITY**").

### RECITALS:

WHEREAS, BNSF owns and operates a line of railroad in and through the City of Placentia and the City of Anaheim, County of Orange, State of California, hereinafter referred to as ("**Rail Corridor**");

WHEREAS, pursuant to Construction and Maintenance Agreement dated September 30, 2003, BNSF Agreement No. BF 27289, providing for the widening of Tustin Avenue, BNSF granted the right to County of Orange to construct and maintain a portion of the Tustin Avenue Bridge that spans the Atwood Channel located with BNSF's Rail Corridor and also granted to Orange County Flood Control District the right to use a portion of BNSF's Rail Corridor for Access Ramps, equipped with fencing and gates, to the Atwood Channel. The City of Anaheim has succeeded to all of the County of Orange's rights, title and interest to the Tustin Avenue Bridge over the Atwood Channel;

WHEREAS, AUTHORITY and CITY desire to proceed with grade separating Tustin Avenue-Rose Drive with a Tustin Avenue-Rose Drive Overhead, ("**Overhead**") by means of a 401 feet 5 inches long by 118 feet wide, three span, precast prestressed concrete girders in the middle span, over BNSF's Rail Corridor and cast-in-place post-tensioned concrete box girder superstructure in the exterior spans. The Overhead is supported by five 6 foot 6 inch diameter concrete columns at the bents and five 4 foot diameter concrete columns at the abutments;

WHEREAS, the OVERHEAD will be located in the City of Placentia and the City of Anaheim;

WHEREAS, the cities of Placentia and Anaheim will enter into an agreement that will define separation of ownership and maintenance for the OVERHEAD;

WHEREAS, the existing Tustin Avenue-Rose Drive, grade crossing, U.S. D.O.T. No. 026571U, C.P.U.C. Crossing No. 002B-41.50, will be closed and removed upon completion of construction and the placing in service of said Overhead;

WHEREAS, AUTHORITY and CITY will construct the Overhead concurrent with the construction of the Orangethorpe Avenue overhead;

WHEREAS, AUTHORITY entered into Cooperative Agreement No. C-9-0412 with the CITY dated August 6, 2009 which provides for AUTHORITY to design, acquire right of way, advertise, award, administer construction and administer funding of five grade separation projects that include Placentia Avenue, Kraemer Boulevard, Orangethorpe Avenue, Tustin Avenue/Rose Drive, and Lakeview Avenue;

WHEREAS, pursuant to said Cooperative Agreement, upon completion and acceptance of the Overhead by CITY, CITY will thereafter control and maintain the Overhead at its sole cost and expense.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### **ARTICLE I – SCOPE OF WORK**

1. The term "**Project**" as used herein includes any and all work related to the construction of the proposed Tustin Ave-Rose Drive Overhead ("**Structure**"), more particularly described on Exhibit A, attached hereto and incorporated herein, including but not limited to, any and all changes to telephone, telegraph, signal and electrical lines, other utilities and appurtenances, temporary and permanent track work, temporary detour road, fencing, grading, maintenance access roadways, alterations to or new construction of drainage facilities, slab bridge and fenced turnaround area, preliminary and construction engineering, right of way acquisition, construction management, and contract preparation. Additionally, temporary controls during construction must be in compliance with Section 8A-5, "Traffic Controls during Construction and Maintenance" of the Manual of Uniform Traffic Control Devices ("MUTCD"), U.S. Department of Transportation.

#### **ARTICLE II – BNSF OBLIGATIONS**

In consideration of the covenants of CITY and AUTHORITY set forth herein and the faithful performance thereof, BNSF agrees as follows:

1. BNSF hereby grants to AUTHORITY, its successors and assigns, upon and subject to the terms and conditions set forth in this Agreement, a temporary non-exclusive license (hereinafter called, "Temporary Construction License") to construct the Structure across or upon that portion of BNSF's Rail Corridor shown on Exhibit A attached to the Construction and Maintenance Agreement, excepting and reserving BNSF's rights, and the rights of any others who have obtained, or may obtain, permission or authority from BNSF, to do the following:

- (a) Operate, maintain, renew and/or relocate any and all existing railroad track or tracks, wires, pipelines and other facilities of like character upon, over or under the surface of said Rail Corridor;
- (b) Construct, operate, maintain, renew and/or relocate upon said Rail Corridor, without limitation, such facilities as the BNSF may from time to time deem appropriate, provided such facilities do not materially interfere with AUTHORITY's construction of the Project;
- (c) Otherwise use or operate the Rail Corridor as BNSF may from time to time deem appropriate, provided such use or operations does not materially interfere with AUTHORITY's construction of the Project ;
- (d) Require the AUTHORITY or its contractor to execute a Temporary Construction Crossing Agreement, for any temporary crossing requested to aid in the construction of this Project.

Prior to commencing any work on BNSF's property or Rail Corridor, AUTHORITY must pay BNSF the sum of Three Hundred Sixty Eight Thousand One Hundred Thirty Four and No/100 Dollars (\$368,134.00) as compensation for the Temporary Construction License. The term of the Temporary Construction License shall begin on the authorized commencement date as set forth hereinafter in Article III, Section 13 (c) and ends on the earlier of (i) substantial completion of the Project, or (ii) Thirty (30) months following the notice to commence construction. The Temporary Construction License and related rights given by BNSF to AUTHORITY in this provision are without warranty of title of any kind, express or implied, and no covenant of warranty of title will be implied from the use of any word or words herein contained. The Temporary Construction License is for construction of the Project and shall not be used by AUTHORITY for any other purpose. AUTHORITY acknowledges and agrees that AUTHORITY shall not have the right, under the Temporary Construction License, to use the Structure. In the event AUTHORITY is evicted by anyone owning, or claiming title to or any interest in said Rail Corridor, BNSF

will not be liable to AUTHORITY for any damages, losses or any expenses of any nature whatsoever. The granting of similar rights to others, subsequent to the date of this Agreement, will not impair or interfere with the rights granted to AUTHORITY herein.

Upon receiving the payment from AUTHORITY described in the subsequent sentence and provided AUTHORITY is in compliance with the terms and conditions of this Agreement, BNSF will grant to CITY, its successors and assigns, an easement (hereinafter called, the "Easement") to enter upon and use that portion of BNSF's Rail Corridor as is necessary to use and maintain the Structure, substantially in the form of Exhibit B attached to this Agreement. AUTHORITY must pay BNSF the sum of Three Hundred Ninety Five Thousand Nine Hundred Seventy Four and No/100 Dollars (\$395,974.00) as compensation for the Easement within thirty (30) days of issuing a Notice to Proceed pursuant to Article III, Section 16 of this Agreement. If AUTHORITY fails to pay BNSF within the thirty day time period set forth in the preceding sentence, BNSF may stop construction of the Project until full payment is received by BNSF.

2. BNSF will furnish all labor, materials, tools, and equipment for railroad work required for the construction of the Project, such railroad work and the estimated cost thereof being as shown on Exhibit D attached hereto and made a part hereof. In the event construction on the Project has not commenced within six (6) months following the Effective Date, BNSF may, in its sole and absolute discretion, revise the cost estimates set forth in said Exhibit D. In such event, the revised cost estimates will become a part of this Agreement as though originally set forth herein. Any item of work incidental to the items listed on Exhibit D not specifically mentioned therein may be included as a part of this Agreement upon written approval of AUTHORITY, which approval will not be unreasonably withheld. Construction of the Project will include the following principle elements of railroad work by BNSF:

- (a) Procurement of materials, equipment and supplies necessary for the railroad work;
- (b) Preliminary engineering, design, and contract preparation;
- (c) Construction and removal of concrete crossing panels for the temporary grade crossing the existing Main Tracks to accommodate a detour road;
- (d) Installation of and removal of Signal Warning devices for the temporary detour road grade crossing;
- (e) Removal of the concrete crossing panels for the existing Tustin Avenue-Rose Drive Avenue grade crossing;
- (f) Removal of the existing Tustin Avenue-Rose Drive Signal Warning Devices;
- (g) Modification of the existing Quiet Zone;
- (h) Furnishing of flagging services necessary for the safety of BNSF's property and the operation of its trains during construction of the Project as set forth in further detail on Exhibit C, attached to this Agreement and made a part hereof;
- (i) Furnishing of engineering and inspection as required in connection with the construction of the Project and;
- (j) Providing a contract project coordinator, at AUTHORITY's expense, to serve as a project manager for the Project;

3. BNSF will construct all railroad work set forth in Article II, Section 2 above on an actual cost basis, when BNSF, in its sole discretion, determines it is required by its labor agreements to perform such work with its own employees working under applicable collective bargaining agreements or by contractor(s) if necessary.

4. AUTHORITY agrees to reimburse BNSF for work of an emergency nature caused by AUTHORITY or AUTHORITY's contractor in connection with the Project which is reasonably necessary for the immediate restoration of railroad operations, or for the protection of persons or BNSF property. Such work may be performed by BNSF without prior approval of AUTHORITY and AUTHORITY agrees to fully reimburse BNSF for all such emergency work.

5. BNSF may charge AUTHORITY for insurance expenses, including self-insurance expenses, when such expenses cover the cost of Employer's Liability (including, without limitation, liability under the Federal Employer's Liability Act) in connection with the construction of the Project. Such charges will be considered part of the actual cost of the Project, regardless of the nature or amount of ultimate liability for injury, loss or death to BNSF's employees, if any.

6. During the construction of the Project, BNSF will send AUTHORITY progressive invoices detailing the costs of the railroad work performed by BNSF under this Agreement. AUTHORITY must reimburse BNSF for completed force-account work within forty-five (45) calendar days from the date of AUTHORITY'S receipt of the invoice for such work. Upon completion of the Project, BNSF will send AUTHORITY a detailed invoice of final costs, segregated as to labor and materials for each item in the recapitulation shown on Exhibit D. Pursuant to this Section, AUTHORITY will verify such final costs. All undisputed costs set forth in the final invoice shall be paid within ninety (90) calendar days from the date of the final invoice. The Parties agree to take reasonable efforts to resolve any disputed cost in a timely manner. BNSF will assess a finance charge of 0.033% per day (12% per annum) on any unpaid sums or other charges due under this Agreement which are past its credit terms. The finance charge continues to accrue daily until the date of the payment is received by BNSF, not the date that payment is made or the date postmarked on the payment. Finance charges will be assessed on delinquent sums and other charges as of the end of the month and will be reduced by amounts in dispute and any un-posted payments received by the month's end. Finance charges will be noted on invoices sent to AUTHORITY under this Section 6. **For purposes of computing the time limits prescribed by Section 911.2 of the CALIFORNIA GOVERNMENT CODE for the presentment of a claim against the AUTHORITY, the cause of action for failure to reimburse BNSF for the cost of the Railroad Work performed by it pursuant to this Agreement shall be deemed to have accrued one hundred eighty (180) days from the date of the final invoice.**

7. BNSF will cooperate with AUTHORITY to provide technical reviews to meet Project requirements.

### **ARTICLE III – AUTHORITY OBLIGATIONS**

In consideration of the covenants of CITY and BNSF set forth herein and the faithful performance thereof, AUTHORITY agrees as follows:

1. AUTHORITY shall furnish to BNSF and CITY plans and specifications for the Project together with calculations with the railroad clearances expressed in **English Units**. One complete reduced size 11" x 17" paper copy shall be submitted to BNSF's Director of Structural Engineering. A PDF copy of the plans and specifications should be sent to both BNSF's Manager Public Projects and BNSF's Director Structural Engineering. The PDF copy with a file size of two (2) megabytes or less should be sent via an email attachment. Should the PDF copy of the plans and specifications exceed two (2) megabytes, a CD (Compact Disk) of the plans and specifications should be sent via overnight mail service to both BNSF offices. The email and mailing addresses are included in Article V, Section 25. Sets of said plans shall be submitted to BNSF and CITY for approval prior to commencement of any construction. BNSF will give AUTHORITY final written approval of the plans and specifications substantially in the form of Exhibit E, attached to this Agreement and made a part hereof. Upon BNSF's final written approval of the plans and specifications, said plans and specifications will become part of this Agreement and are hereby incorporated herein. Any approval of the plans and specifications by BNSF shall in no way obligate BNSF in any manner with respect to the finished product design and/or construction. Any approval by BNSF shall mean only that the plans and specifications meet BNSF standard specifications, and such approval by BNSF shall not be deemed to mean that the plans and specifications or construction is structurally sound and appropriate or that such plans and specifications meet applicable regulations, laws, statutes or local ordinances and/or building code.

2. AUTHORITY must provide for and maintain minimum vertical and horizontal clearances, as required and approved by BNSF as part of the plans and specifications for the Project.
3. AUTHORITY must make any and all arrangements for the installation, or relocation of wire lines, pipe lines and other facilities, owned by private persons, companies, corporations, political subdivisions or public utilities other than BNSF which may be necessary for the construction of the Project,
4. AUTHORITY will make any and all arrangements, in compliance with BNSF's Utility Accommodation Manual (<http://www.bnsf.com/communities/faqs/pdf/utility.pdf>), for the installation or relocation of wire lines, pipe lines and other facilities owned by private persons, companies, corporations, political subdivisions or public utilities other than BNSF which may be necessary for the construction of the Project.
5. AUTHORITY must construct the Project as shown on the attached Exhibit A and do all work provided for in the plans and specifications for the Project, except railroad work that will be performed by BNSF herein. AUTHORITY must furnish all labor, materials, tools and equipment for the performance of AUTHORITY's work. The principal elements of AUTHORITY's work are as follows:
  - (a) Preliminary and final Engineering;
  - (b) Design and the Construction of the Structure;
  - (c) Construction and removal of a temporary detour road
  - (d) Providing of suitable drainage, both temporary and permanent;
  - (e) Providing of access for BNSF's maintenance vehicles to the tracks in all four quadrants;
  - (f) Construction of fencing and gates for the security of BNSF's Rail Corridor under the Structure as close as possible to BNSF's southerly right of way line;
  - (g) Removal of all volunteer vegetation and trees within the Project limits on BNSF's Rail Corridor;
  - (h) All other necessary grading and paving, including backfill of excavations and restoration of disturbed vegetation on BNSF's Rail Corridor;
  - (i) Application of the D.O.T. Crossing Number 026571U and the CPUC Crossing No. 002B-41.50 in conspicuous locations on the Structure;
  - (j) Providing of pedestrian and/or trespasser control during construction;
  - (k) Job site cleanup within Project area including removal of all construction materials, concrete debris, surplus soil, refuse, disturbed contaminated soils, asphalt debris, litter and other waste materials to the satisfaction of BNSF;
6. AUTHORITY will acquire, for the benefit of BNSF and at no cost to BNSF, a permanent easement for maintenance access purposes, over access roadways to be constructed by AUTHORITY, and over the existing Tustin Avenue Bridge that spans the Atwood Channel on the south side of the Rail Corridor as shown on Exhibit A.
7. AUTHORITY will acquire all properties required to construct the Project;
8. AUTHORITY's Work must be performed by AUTHORITY or AUTHORITY's contractor in a manner that will not endanger or interfere with the safe and timely operations of BNSF and its facilities.

9. AUTHORITY must require its contractor(s) to notify BNSF's Roadmaster at least thirty (30) calendar days prior to requesting a BNSF flagman in accordance with the requirements of Exhibit C attached hereto. Additionally, AUTHORITY must require its contractor(s) to notify BNSF's Manager of Public Projects thirty (30) calendar days prior to commencing work on BNSF property or near BNSF tracks.

10. AUTHORITY or its contractor(s) shall submit one reduced size 11" x 17" paper copy, including calculations, expressed in **English Units** of the plans and specifications for proposed shoring, falsework, or cribbing to be used over, under, or adjacent to BNSF's tracks to BNSF's Director Structural Engineering. AUTHORITY or its contractor(s) shall submit a PDF copy of the plans and specifications for the proposed shoring, falsework, or cribbing to both BNSF's Manager Public Projects and BNSF's Director Structural Engineering. The PDF copy with a file size of two (2) megabytes or less should be sent via an email attachment. Should the PDF copy of the plans and specifications exceed two (2) megabytes, a CD (Compact Disk) of the plans and specifications should be sent via overnight mail service to both BNSF offices for approval. The email and mailing addresses are included in Article V, Section 25. The shoring, falsework or cribbing used by AUTHORITY's contractor shall comply with the BNSF Bridge Requirements set forth on Exhibit E, attached to this Agreement and incorporated herein, and all applicable requirements promulgated by state and federal agencies, departments, commissions and other legislative bodies.

Falsework shall be designed according to the State of California, Department of Transportation FALSEWORK MANUAL available at this Web Site:

<http://www.dot.ca.gov/hq/esc/construction/manuals/OSCCCompleteManuals/FalseworkManual.pdf>

11. AUTHORITY must include the following provisions in any contract with its contractor(s) performing work on said Project:

- (a) The Contractor is placed on notice that fiber optic, communication and other cable lines and systems (collectively, the "Lines") owned by various telecommunications companies may be buried on BNSF's property or Rail Corridor. The locations of these Lines have been included on the plans based on information from the telecommunications companies. The Contractor will be responsible for contacting BNSF's Engineering Representative (909) 386-4079, BNSF's Signal Representative (909) 386-4053 and the telecommunications companies and notifying them of any work that may damage these Lines or facilities and/or interfere with their service. The contractor must also mark all Lines shown on the plans or marked in the field in order to verify their locations. The contractor must also use all reasonable methods when working in the BNSF Rail Corridor or on BNSF property to determine if any other Lines (fiber optic, cable, communication or otherwise) may exist.
- (b) Failure to mark or identify these Lines will be sufficient cause for any BNSF Representative to stop construction at no cost to the AUTHORITY or BNSF until these items are completed.
- (c) In addition to the liability terms contained elsewhere in this Agreement, the contractor hereby indemnifies, defends and holds harmless BNSF for, from and against all cost, liability, and expense whatsoever (including, without limitation, attorney's fees and court costs and expenses) arising out of or in any way contributed to by any act or omission of Contractor, its subcontractors, agents and/or employees that cause or in any way or degree contribute to (1) any damage to or destruction of any Lines by Contractor, and/or its subcontractors, agents and/or employees, on BNSF's property or within BNSF's Rail Corridor, (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on BNSF's property or within BNSF's Rail Corridor, and/or (3) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of such telecommunication company(ies). **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY, DEATH, CAUSE OF ACTION OR CLAIM WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS,**

**EMPLOYEES OR OTHERWISE, UNLESS SUCH CLAIMS ARE WHOLLY CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF BNSF.**

- (d) The Contractor will be responsible for the rearrangement of any facilities or Lines determined to interfere with the construction. The Contractor must cooperate fully with any telecommunications company(ies) in performing such rearrangements.

12. AUTHORITY must incorporate in each prime contract for construction of the Project, or the specifications therefore (i) the provisions set forth in Article III, Sections 2, 3, 4, 5, 8, 9, 10, 11, 13, 14, and 16; (ii) the provisions set forth in Article V, Sections 1, 2, 3, 4, 5, 6, 7, 15, and 16, and (iii) the provisions set forth in Exhibit C, Exhibit C-1, and Exhibit E, attached hereto and by reference made a part hereof.

13. Except as otherwise provided below in this Section 13, all construction work performed hereunder by AUTHORITY for the Project will be pursuant to a contract or contracts to be let by AUTHORITY, and all such contracts must include the following:

- (a) All work performed under such contract or contracts within the limits of BNSF's Rail Corridor must be performed in a good and workmanlike manner in accordance with plans and specifications approved by BNSF;
- (b) Changes or modifications during construction that affect safety or BNSF operations must be subject to BNSF's approval;
- (c) No work will be commenced within BNSF's Rail Corridor until each of the prime contractors employed in connection with said work must have (i) executed and delivered to BNSF a letter agreement in the form of Exhibit C-1, and (ii) delivered to and secured BNSF's approval of the required insurance; and
- (d) If it is in AUTHORITY's best interest, AUTHORITY may direct that the construction of the Project be done by day labor under the direction and control of AUTHORITY, or if at any time, in the opinion of AUTHORITY, the contractor has failed to prosecute with diligence the work specified in and by the terms of said contract, AUTHORITY may terminate its contract with the contractor and take control over the work and proceed to complete the same by day labor or by employing another contractor(s) provided; however, that any contractor(s) replacing the original contractor(s) must comply with the obligations in favor of BNSF set forth above and, provided further, that if such construction is performed by day labor, AUTHORITY will, at its expense, procure and maintain on behalf of BNSF the insurance required by Exhibit C-1.
- (e) To facilitate scheduling for the Project, AUTHORITY shall have its contractor give BNSF's Project Engineer at telephone number 909 386 4079 eight (8) weeks advance notice of the proposed times and dates for work windows. BNSF and AUTHORITY's contractor will establish mutually agreeable work windows for the Project. AUTHORITY shall inform its contractor that any request for work windows with less than eight (8) weeks advance notice will have a reduced probability of approval. BNSF has the right at any time to revise or change the work windows, due to train operations or service obligations. BNSF will not be responsible for any additional costs and expenses resulting from a change in work windows. Additional costs and expenses resulting from a change in work windows shall be accounted for in the contractor's expenses for the Project.
- (f) The plans and specifications for the Project must be in compliance with the Bridge Requirements set forth in said Exhibit F.

14. AUTHORITY must advise the BNSF Manager of Public Projects, in writing, of the completion date of the Project within thirty (30) days after such completion date. Additionally, AUTHORITY must notify BNSF's Manager of Public Projects, in writing, of the date on which AUTHORITY, and/or CITY and/or AUTHORITY's Contractor will meet with BNSF for the purpose of making final inspection of the Project.

15. TO THE FULLEST EXTENT PERMITTED BY LAW, AUTHORITY HEREBY RELEASES, INDEMNIFIES, DEFENDS AND HOLDS HARMLESS BNSF, ITS AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, THE EMPLOYEES OF THE PARTIES HERETO) OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART) (I) THE USE, OCCUPANCY OR PRESENCE OF AUTHORITY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (II) THE PERFORMANCE, OR FAILURE TO PERFORM BY AUTHORITY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS, ITS WORK OR ANY OBLIGATION UNDER THIS AGREEMENT, (III) THE SOLE OR CONTRIBUTING ACTS OR OMISSIONS OF AUTHORITY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (IV) AUTHORITY'S BREACH OF THE TEMPORARY CONSTRUCTION LICENSE GRANTED TO AUTHORITY PURSUANT TO ARTICLE II OF THIS AGREEMENT, (V) ANY RIGHTS OR INTERESTS GRANTED TO AUTHORITY PURSUANT TO THE TEMPORARY CONSTRUCTION LICENSE DISCUSSED IN ARTICLE II OF THIS AGREEMENT, (VI) AUTHORITY'S OCCUPATION AND USE OF BNSF'S PROPERTY OR RAIL CORRIDOR, OR (VII) AN ACT OR OMISSION OF AUTHORITY OR ITS OFFICERS, AGENTS, INVITEES, EMPLOYEES OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER. THE LIABILITY ASSUMED BY AUTHORITY WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY OR DEATH WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, UNLESS SUCH CLAIMS ARE WHOLLY CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF BNSF.

16. AUTHORITY must give BNSF's Manager of Public Projects written notice to proceed ("**Notice to Proceed**") with the railroad work after receipt of necessary funds for the Project. BNSF will not begin the railroad work (including, without limitation, procurement of supplies, equipment or materials) until written notice to proceed is received from AUTHORITY. The Notice to Proceed must reference BNSF's Agreement No. BF-XXXXXXX.

17. AUTHORITY must perform all necessary work to obtain the permanent closure and vacation of Tustin Avenue-Rose Drive across BNSF's right-of-way and must barricade the road approaches prior to completion of the Project. BNSF will cooperate with AUTHORITY to achieve the closure and vacation of Orangethorpe Avenue and will remove the crossing surface within its right-of-way.

18. AUTHORITY agrees to provide BNSF with one of the following credit enhancements guaranteeing the total amount of AUTHORITY's financial obligations (including, without limitation, liquidated damages, indemnity obligations and other expenses) under this Agreement:

- (a) Irrevocable Bank Letter of Credit drawn upon a bank satisfactory to BNSF;
- (b) Surety Bond underwritten by an insurance company listed in the Department of Treasury Federal Register with terms acceptable to BNSF, in BNSF's sole discretion; or
- (c) A posted cash deposit via wire transfer to a BNSF deposit account.

Any irrevocable letter of credit or surety bond provided to BNSF pursuant to this provision shall have a minimum term of eighteen (18) months. The bank issuing the letter of credit and the insurance company issuing the surety bond shall notify BNSF thirty (30) days prior to the expiration date of the letter of credit or the surety bond. Upon expiration of any surety bond or letter of credit, AUTHORITY must immediately provide BNSF with a substitute letter of credit, surety bond or cash deposit as set forth above until AUTHORITY's financial obligations to BNSF are fully and finally satisfied.

Any cash deposit provided under this provision will be held in a non-interest bearing account in the name of BNSF. If AUTHORITY's financial obligations at the end of the Project are less than the amount of the cash deposit, BNSF shall refund any remaining sum to AUTHORITY.

AUTHORITY should forward the letter of credit or the surety bond to BNSF Manager of Credit, 2400 Western Center Boulevard, Fort Worth, Texas 76131 (phone: 817-352-4194). If posting a cash deposit pursuant to this provision, contact BNSF Manager of Credit to obtain the BNSF account information.

#### **ARTICLE IV - CITY OBLIGATIONS**

**IN CONSIDERATION** of the covenants of BNSF and AUTHORITY herein contained and the faithful performance thereof, CITY agrees:

1. To permit AUTHORITY to act as the responsible lead agency to design and construct the Project.
2. CITY must make application to the Public Utilities Commission of the State of California ("**Commission**") for an order authorizing construction of the Project and to furnish to the Commission plans of the proposed construction, approved by BNSF and CITY, together with a copy of this Agreement and to obtain all other required permits and approvals for the construction of the Project.
3. In addition to the terms and conditions set forth elsewhere in this Agreement, including, but not limited to, the terms and conditions stated in Exhibit F, BNSF and CITY agree to the following terms upon completion of construction of the Project:
  - (a) City will, at its sole cost and expense, maintain the Structure, street improvements, including any retaining walls, highway drainage, lighting, the highway approaches, and appurtenances thereto; however, nothing herein contained shall relieve BNSF of any liability it would otherwise have with respect to damage caused to said Structure by negligent act or omission of BNSF or its employees.
  - (b) City must, at City's sole cost and expense, keep the Structure painted and free from graffiti.
  - (c) CITY must maintain D.O.T. Crossing Number Number 026571U and C.P.U.C. Crossing No. 002B-41.50 in legible condition in the conspicuous locations on the Structure where applied by AUTHORITY during construction;
  - (d) It is understood by CITY that the right to install utilities is restricted to the placement of underground utilities beneath BNSF's tracks located a minimum of fifty (50) feet from abutments, piers, piles, or footings with the exception that upon BNSF's prior approval BNSF will permit selected utilities to be installed closer to the abutments, piers, piles, footings and/or run through the deck of the Structure. Under no circumstances will utilities be allowed to hang from the Structure. All utility crossings within the limits of BNSF's Rail Corridor will be covered by separate agreements between BNSF and each of the owners of the utilities.
  - (e) Upon request from BNSF, CITY shall remove all trash and debris associated with the Structure from BNSF's property.
4. Subject to the restrictions imposed by Article V, Section 14 below, CITY must notify and obtain prior authorization from BNSF's Manager of Public Projects to perform (i) inspection, (ii), alterations or modifications to the Structure, or (iii) any maintenance or other work on, over or under the Structure before entering BNSF's Rail Corridor or for work located a minimum distance of 25'-0" measured horizontally from the center line of the nearest track or a greater distance specified by BNSF's Manager of Public Projects and must procure and maintain the insurance coverage required by Exhibit C-1 and comply with the obligations set forth in Exhibit C and Exhibit E, as the same may be revised from time to time. In the event any of the work to be done on behalf of CITY upon BNSF's Rail Corridor is to be done by a contractor, CITY will be responsible for its contractor(s) compliance with such obligations.

5. TO THE FULLEST EXTENT PERMITTED BY LAW, CITY HEREBY RELEASES, INDEMNIFIES, DEFENDS AND HOLDS HARMLESS BNSF, ITS AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, THE EMPLOYEES OF THE PARTIES HERETO) OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART) (I) THE USE, OCCUPANCY OR PRESENCE OF CITY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES OR AGENTS IN, ON, OR ABOUT THE MAINTENANCE SITE, (II) THE PERFORMANCE, OR FAILURE TO PERFORM BY THE CITY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS, ITS WORK OR ANY OBLIGATION UNDER THIS AGREEMENT, (III) THE SOLE OR CONTRIBUTING ACTS OR OMISSIONS OF CITY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS IN, ON, OR ABOUT THE MAINTENANCE SITE, (IV) CITY'S OCCUPATION AND USE OF BNSF'S PROPERTY OR RAIL CORRIDOR, INCLUDING WITHOUT LIMITATION, SUBSEQUENT MAINTENANCE OF THE STRUCTURE BY CITY, OR (V) AN ACT OR OMISSION OF CITY OR ITS OFFICERS, AGENTS, INVITEES, EMPLOYEES OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER. THE LIABILITY ASSUMED BY CITY WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY OR DEATH WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, UNLESS SUCH CLAIMS, ARE WHOLLY CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF BNSF.

#### **ARTICLE V – JOINT OBLIGATIONS**

IN CONSIDERATION of the premises, the parties hereto mutually agree to the following:

1. All work contemplated in this Agreement must be performed in a good and workmanlike manner and each portion must be promptly commenced by the party obligated hereunder to perform the same and thereafter diligently prosecuted to conclusion in its logical order and sequence. Furthermore, any changes or modifications during construction which affect BNSF will be subject to BNSF's approval prior to the commencement of any such changes or modifications. BNSF will notify AUTHORITY of potential impacts to Project at the time said impacts are known subject to the provisions of Article II, Item 4.
2. The work hereunder must be performed in accordance with the Bridge Requirements set forth in Exhibit F and the detailed plans and specifications approved by BNSF.
3. AUTHORITY must require its contractor(s) to reasonably adhere to the Project's construction schedule for all Project work. At BNSF's discretion, any work that would affect train operations shall be scheduled at night. The parties hereto mutually agree that BNSF's failure to complete the railroad work in accordance with the construction schedule due to inclement weather or unforeseen railroad emergencies will not constitute a breach of this Agreement by BNSF and will not subject BNSF to any liability. Regardless of the requirements of the construction schedule, BNSF reserves the right to reallocate the labor forces assigned to complete the railroad work in the event of an emergency to provide for the immediate restoration of railroad operations (BNSF or its related railroads) or to protect persons or property on or near any BNSF owned property. BNSF will not be liable for any additional costs or expenses resulting from any such reallocation of its labor forces. The parties mutually agree that any reallocation of labor forces by BNSF pursuant to this provision and any direct or indirect consequences or costs resulting from any such reallocation will not constitute a breach of this Agreement by BNSF.
4. BNSF shall have the right to request any AUTHORITY employee, or CITY employee, who enters BNSF's Rail Corridor and because of their incompetence, neglect of duty, unsafe conduct or misconduct and/or they adversely affected BNSF's operations or facilities, be removed from the Rail Corridor. In the

event AUTHORITY or CITY elects not to honor such request, BNSF may stop work within its Rail Corridor until the matter has been fully resolved to BNSF's satisfaction. The party whose employee has been asked to leave the Rail Corridor will indemnify BNSF and the other parties against any claims arising from such removal.

5. BNSF will have the right to stop construction work on the Project if any of the following events take place: (i) Contractor (or any of its subcontractors) performs the Project work in a manner contrary to the plans and specifications approved by BNSF; (ii) Contractor (or any of its subcontractors), in BNSF's opinion, prosecutes the Project work in a manner which is hazardous to BNSF property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) AUTHORITY fails to pay BNSF for the Easement pursuant to Article II, Section 1 of this Agreement. The work stoppage will continue until all necessary actions are taken by AUTHORITY, Contractor or its subcontractor to rectify the situation to the satisfaction of BNSF's Division Engineer or until additional insurance has been delivered to and accepted by BNSF. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, BNSF may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of BNSF. BNSF's right to stop the work is in addition to any other rights BNSF may have including, but not limited to, actions or suits for damages or lost profits. In the event that BNSF desires to stop construction work on the Project, BNSF agrees to immediately notify the following individual in writing:

Rose Casey  
Director of Highway Programs  
Orange County Transportation Authority  
550 South Main Street  
Orange, CA. 92863-1584  
Telephone (714) 560-5729  
Fax: (714) 560-5983  
Email: [rcasey@octa.net](mailto:rcasey@octa.net)

6. AUTHORITY's or CITY's employees, agents, contractors, representatives and invitees shall wear Personal Protective Equipment ("PPE") when on the BNSF's Rail Corridor during construction of the Project or performing subsequent maintenance after completion of construction. The PPE shall meet applicable OSHA and ANSI specifications. Current BNSF PPE requirements are listed on the web site, [www.contractororientation.com](http://www.contractororientation.com). A partial list of BNSF's PPE requirements include; a) safety glasses: permanently affixed side shields; no yellow lenses, b) hard hats with high visibility orange cover, c) safety shoes: hardened toe, above-the-ankle lace-up with a defined heel and d), high visibility retro-reflective orange vests are required as specified by BNSF's representative in charge of the Project. PPE requirements as defined on the web site, will be amended from time to time, and shall take precedence over the Partial list of requirements outlined in this Section 6 of Article V. Hearing protection, fall protection and respirators will be worn as required by State and Federal regulations.

7. AUTHORITY must supervise and inspect the operations of all AUTHORITY contractors to assure compliance with the plans and specifications approved by BNSF, the terms of this Agreement and all safety requirements of the BNSF railroad. If BNSF determines that proper supervision and inspection is not being performed by AUTHORITY personnel at any time during construction of the Project, BNSF has the right to stop construction (within or adjacent to its operating Rail Corridor). Construction of the Project will not proceed until AUTHORITY corrects the situation to BNSF's reasonable satisfaction. If BNSF feels the situation is not being corrected in an expeditious manner, BNSF will immediately notify AUTHORITY'S Director of Highway Programs for appropriate corrective action.

8. BNSF will contribute a not to exceed amount of One Million Two Hundred Eighty Eight Thousand and No/100 (\$1,288,000.00) (**hereinafter referred to as "BNSF's Share"**) towards the total actual costs of the Project. BNSF's Share will be based on the costs for preliminary engineering, right-of-way, and construction within the following limits;

- (a) Where a grade crossing is eliminated by grade separation, the structure and approaches required to transition to a theoretical highway profile which would have been constructed if

there were no railroad present, for the number of lanes on the existing highway and in accordance with the current design standards of the appropriate state highway agency; and

- (b) Where another facility, such as a highway or waterway, requiring a bridge structure is located within the limits of a grade separation project, the estimated cost of a theoretical structure and approaches as described in 23 CFR 646.210(c)(1) to eliminate the railroad-highway grade crossing without considering the presence of the waterway or other highway.

The total actual cost of construction for the Project is presently estimated to be Eighty Three Million Eighty Thousand and No/100 (\$83,080,000.00), more particularly described on Exhibit G attached hereto and incorporated herein.

9. That BNSF will make payment in full of BNSF's Share upon receipt of a detailed invoice of the Project's final costs, together with written advice of the Project's date of completion as provided for hereinabove in Article III Section 14.

10. AUTHORITY agrees to furnish BNSF's Manager Public Projects monthly Project Progress Reports that detail work completed, percentage of Project completeness, an updated projection of the Project's final cost, and the Project's estimated completion date for BNSF's use in budgeting BNSF's Share.

11. Pursuant to this section and Article II, Section 6 herein, AUTHORITY must reimburse BNSF in full for the actual costs of all work performed by BNSF under this Agreement.

12. In any action brought under this Agreement, the prevailing Party shall be entitled to recover its actual costs and attorneys fees pursuant to California Civil Code Section 1717, as well as other litigation costs, including expert witness fees. The prevailing Party shall also be entitled to recover all actual attorneys fees and litigation costs incurred in connection with the enforcement of a judgment arising from such action or proceeding.

13. All expenses detailed in statements sent to AUTHORITY pursuant to Article II, Section 6 herein will comply with the terms and provisions of the Federal Aid Highway Program Manual, U.S. Department of Transportation, as amended from time to time, which manual is hereby incorporated into and made a part of this Agreement by reference. The parties mutually agree that BNSF's preliminary engineering, design, and contract preparation costs described in Article II, Section 2 herein are part of the costs of the Project even though such work may have preceded the date of this Agreement and the issuance of Notice to Proceed as more particularly described in Article III, Section 16.

14. The parties mutually agree that no construction activities for the Project, nor future maintenance of the Structure once completed, that would interfere with operations of the Rail Corridor will be permitted during the fourth quarter of each calendar year. Emergency work will be permitted only upon prior notification to BNSF's Network Operations Center (telephone number: 800 832-5452). The parties hereto mutually understand and agree that trains cannot be subjected to delay during this time period.

15. Subject to the restrictions imposed by Article V, Section 15 above, the construction of the Project will not commence until AUTHORITY gives BNSF's Manager of Public Projects thirty (30) days prior written notice of such commencement. The commencement notice will reference BNSF's Agreement No. BF-XXXXXXXX and must state the time that construction activities will begin.

16. Within 90 days of the conclusion of the Project and final acceptance by BNSF, AUTHORITY must provide BNSF with a complete electronic set of the bridge plans with the railroad clearances (prepared in **English Units**). BNSF will also accept a marked up paper copy of the bridge plans labeled "**As Built**". The marked up copy of those plans will reflect any and all deviations from the original plans that occurred during construction. The electronic set of bridge plans will be submitted in Micro Station \*.dgn electronic format (preferred) or AutoCAD \*.dwg format. Electronic plans are to be submitted in the original format used for CAD plan preparation and not converted to another format prior to submission. The "As Built" plans shall show actual measured "as constructed" clearances as well as depth, size and location of all foundation components. The plans shall show dimensioned locations of existing and relocated utilities.

The As Built plans must comply with the Bridge Requirements set forth on Exhibit F and depict all information in BNSF engineering stationing and mile post pluses. The As Built plans must also include plan and profile, structural bridge drawings and specifications, and drainage plans. All improvements and facilities must be shown. It is understood that BNSF prefers to receive the "As Built" plans in an electronic format.

17. BNSF may, at its expense, make future changes or additions to the railroad components of the Structure if necessary or desirable, in BNSF's sole discretion, including, without limitation the following: (i) the right to raise or lower the grade or change the alignment of its tracks, (ii) the right to lay additional track or tracks, or (iii) the right to build other facilities in connection with the operation of its railroad. Such changes or additions must not change or alter the highway components of the Structure. If it becomes necessary or desirable in the future to change, alter, widen or reconstruct the highway components of the Structure to accommodate railroad projects, the cost of such work, including any cost incidental to alteration of railroad or highway facilities made necessary by any such changes to the Structure, will be the sole responsibility of the CITY.

18. CITY may, at CITY's sole expense, alter or reconstruct the highway components of the Structure if necessary or desirable, due to traffic conditions or pedestrian or other recreational traffic, provided, however, that any such alteration or reconstruction must not encroach further upon or occupy the surface of BNSF's Rail Corridor to a greater extent than is contemplated by the plans and specifications to be approved by BNSF pursuant to Article III, Section 1 herein, without obtaining BNSF's prior written consent and the execution of a supplement to this Agreement or the completion of a separate agreement. Any alteration or reconstruction of the highway components of the Structure will be covered by a Commission order.

19. Any books, papers, records and accounts of the parties hereto relating to the work hereunder or the costs or expenses for labor and material connected with the construction will at all reasonable times be open to inspection and audit by the agents and authorized representatives of the parties hereto and the Federal Highway Administration, for a period of three (3) years from the date of the final BNSF invoice under this Agreement.

20. The covenants and provisions of this Agreement are binding upon and inure to the benefit of the successors and assigns of the parties hereto. Notwithstanding the preceding sentence, no party hereto may assign any of its rights or obligations hereunder without the prior written consent of the other party.

21. In the event construction of the Project does not commence within three (3) years of the Effective Date, this Agreement will become null and void.

22. Neither termination nor expiration of this Agreement will release any party from any liability or obligation under this Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration.

23. To the maximum extent possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is prohibited by, or held to be invalid under, applicable law, such provision will be ineffective solely to the extent of such prohibition or invalidity and the remainder of the provision will be enforceable.

24. This Agreement (including exhibits and other documents, manuals, etc. incorporated herein), together with previously acquired and recorded property rights if any, is the full and complete agreement between BNSF, CITY, and AUTHORITY with respect to the subject matter herein and supersedes any and all other prior agreements between the parties hereto.

25. Any notice provided for herein or concerning this Agreement must be in writing and will be deemed sufficiently given when sent by certified mail, return receipt requested, to the parties at the following addresses:

**BNSF Railway Company:**

BNSF's Manager of Public Projects  
740 E. Carnegie Drive  
San Bernardino, CA. 92408  
Email: [Melvin.Thomas@bnsf.com](mailto:Melvin.Thomas@bnsf.com)

Director Structural Engineering  
4515 Kansas Avenue  
Kansas City, KS 66106  
Email: [Byron.Burns@bnsf.com](mailto:Byron.Burns@bnsf.com)

BNSF's Project Engineer  
740 E. Carnegie Drive  
San Bernardino, CA. 92408  
Email: [Greg.Rousseau@bnsf.com](mailto:Greg.Rousseau@bnsf.com)

**AUTHORITY:**

Director of Highway Programs  
Orange County Transportation Authority  
550 South Main Street  
Orange, CA. 92863-1584  
Email: [rcasey@octa.net](mailto:rcasey@octa.net)

Principal Contract Administrator  
Orange County Transportation Authority  
550 South Main Street  
Orange, CA. 92863-1584  
Email: [rhashem@octa.net](mailto:rhashem@octa.net)

**CITY:**

Director of Public Works  
401 East Chapman Avenue  
Placentia, CA 92870  
Email: [SDrinovsky@placentia.org](mailto:SDrinovsky@placentia.org)

BNSF Signature page to follow.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by its duly qualified and authorized officials as of the day and year first above written.

**BNSF**

**RAILWAY COMPANY**

By: \_\_\_\_\_  
Printed Name: Sanford C. Sexhus  
Title: Vice President Engineering

WITNESS:

\_\_\_\_\_

City of Placentia and Orange County Transportation Authority signature pages to follow.

**CITY OF PLACENTIA**

By: \_\_\_\_\_  
Printed Name:           Jeremy B. Yamaguchi  
  Mayor

ATTEST:

By: \_\_\_\_\_  
          Patrick Melia  
          City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney  
City of Placentia

Orange County Transportation Authority signature page to follow.

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Printed Name: Will Kempton  
Title: Chief Executive Officer

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Kenneth R. Smart Jr.  
General Counsel

**APPROVAL RECOMMENDED:**

By: \_\_\_\_\_  
Jim Beil, P.E.  
Executive Director, Capital Programs

Dated: \_\_\_\_\_



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF ADMINISTRATIVE SERVICES/COMMUNITY SERVICES

DATE: AUGUST 7, 2012

SUBJECT: **RESOLUTION REAFFIRMING THE CITY'S COMMITMENT TO OPEN GOVERNMENT AND COMPLIANCE WITH THE RALPH M. BROWN ACT**

FISCAL  
IMPACT: NONE

### **SUMMARY:**

As part of the Budget Act of 2012, the California Legislature has suspended key provisions of the State's main open government law including implement action of a three-year suspension to certain provisions of the Ralph M. Brown Act (Brown Act). Under the suspension, local governments no longer are required to post agendas 72 hours in advance of meetings of any legislative bodies. This item seeks approval of a resolution reaffirming the City's commitment to open government and compliance with the Ralph M. Brown Act.

### **RECOMMENDATION:**

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

1. Adopt Resolution No. R-2012-\_\_\_, A Resolution of the City Council of the City of Placentia, California, reaffirming the City's commitment to open government and compliance with the Ralph M. Brown Act.

### **DISCUSSION:**

The California Legislature enacted the Brown Act in 1953, which guarantees the public its right to attend and participate in public meetings of local legislative bodies and sets requirements for publication, posting and release of public documents. As part of the Budget Act of 2012, key provisions of the Brown Act have been suspended. These provisions include:

- Preparation and posting at least 72 hours before a regular meeting of an agenda that contains a brief general description of each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session. (Gov. Code § 54954.2(a).)
- Inclusion on the agenda of a brief general description of all items to be discussed in closed session (Gov. Code § 54954.2(a).)

- Disclosure of each item to be discussed in closed session in an open meeting, prior to any closed session (Gov. Code § 54957.7(a).)
- Report in open session prior to adjournment on the actions and votes taken in closed session regarding certain subject matters (Gov. Code §§ 54957.1 (a)(1)-(4), (6); and 54957.7(b).)
- Provision of copies to the public of certain closed session documents (Gov. Code § 54957.1(b)-(c).)

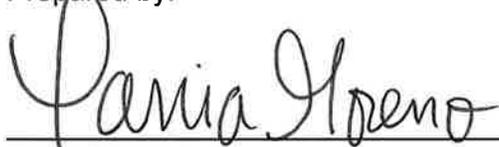
These key provisions and any State-mandated reimbursement are suspended until 2015. The remainder of the Brown Act will continue to stay in effect and meetings of legislative bodies must generally continue to be open and public.

Despite the recent suspensions of portions of the Brown Act, Staff recommends the City Council adopt a resolution reaffirming the City's commitment to open, transparent government and compliance with all requirements of the Brown Act to ensure transparent, open and responsive governance to all citizens.

**FISCAL IMPACT:**

None

Prepared by:



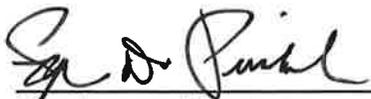
Tania Moreno  
Deputy City Clerk

Reviewed and approved:



Troy L. Butzlaff, ICMA-CM  
City Administrator

Reviewed and approved:



Stephen D. Pischel  
Director of Administrative Services/  
Community Services

**Attachments:**

Resolution

RESOLUTION NO. R-2012-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, REAFFIRMING THE CITY'S COMMITMENT TO OPEN GOVERNMENT AND COMPLIANCE WITH THE RALPH M. BROWN ACT**

**A. Recitals.**

(i). Local governments are the stewards of public trust and resources, and it is the responsibility of these local governments to represent their citizens in a transparent and open manner consistent with the laws of the State.

(ii). A key tool to ensure transparency has been the Ralph M. Brown Act, a law that requires meetings of local governments be held in public, that local governments inform the public of all meetings and its results in a proactive manner, among many other key provisions.

(iii). The City of Placentia has adhered to the spirit of the Ralph M. Brown Act since its incorporation in 1926 as a commitment to its citizens.

(iv.) The Budget Act of 2012 suspended certain requirements of the Ralph M. Brown Act as part of the State's attempt to balance its budget, including requirements to post agendas of regular meetings 72 hours prior to a public meeting and obligations to report on the results of a closed session meeting following its conclusion.

(v.) The Budget Act of 2012 also suspends reimbursements required of the State of California to local governments for required compliance with the Ralph M. Brown Act, including, but not limited to, costs associated with agenda publishing and closed session meeting reporting.

(vi.) Despite the suspension of said requirements and despite the loss of State funds to maintain compliance, the City of Placentia desires to continue to implement all requirements of the Brown Act, despite the failure of the State to reimburse the City for these costs.

**B. Resolution.**

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

1. That the City of Placentia shall continue to implement all requirements of the Ralph M. Brown Act to ensure transparent, open and responsive governance of and for the people of our City.

PASSED, ADOPTED AND APPROVED this 7<sup>th</sup> day of August, 2012.

---

JEREMY B. YAMAGUCHI,  
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 7<sup>th</sup> day of August, 2012 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: MANAGEMENT ANALYST

DATE: AUGUST 7, 2012

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, SUPPORTING E-WASTE RECYCLING AND ENCOURAGING THE USE OF E-STEWARDS RECYCLERS

FINANCIAL

IMPACT: NO FISCAL IMPACT

### **SUMMARY:**

On June 12, 2012, Mayor Yamaguchi requested that the City Council direct staff to participate in the e-Stewards program. The e-Stewards program is rapidly emerging as a leading global program designed to achieve the highest standards of environmental responsibility and worker protection. The e-Stewards certification is open to any electronics recyclers, refurbishers, and processors in all developed countries. The City of Placentia is currently serviced by Placentia Disposal Inc., for all e-waste collection. Placentia Disposal utilizes e-Recycling of California, Inc., an e-Stewards certified e-waste recycler, for the disposal of all e-waste collected. This action adopts a Resolution supporting environmentally sound recycling methods by encouraging the use of e-Stewards® licensed recyclers for disposition and recycling of electronic equipment.

### **RECOMMENDATION:**

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

1. Adopt resolution R-2012- supporting environmentally sound methods of recycling and encourage the use of e-Stewards certified recyclers for the disposition and recycling of e-waste collected within the City of Placentia.

### **DISCUSSION:**

Electronic waste (e-waste) contains many harmful elements including mercury, copper and lead. These materials could pose serious health and safety risks if not properly recycled. The improper disposal of e-waste is not only a risk to human health but to the environment. Improper recycling of e-waste can pollute the air, soil, water and pose serious health effects to recycling personnel.

E-waste collection events are becoming more frequent and in certain circumstances are unregulated. Some e-waste collectors send the material to developing countries with inadequate environmental standards. Therefore, the City as part of its efforts to support both environmental and social justice at all levels is supporting the efforts to prevent its waste from being improperly managed.

To become e-Stewards certified, recyclers must attain International Standards Organization (ISO) 14001 certification and maintain an annual licensing agreement through the Basel Action Network (BAN). BAN is a US charitable environmental organization that created the e-Stewards Standards and certification program.

**1m**

**August 7, 2012**

E-STEWARDS

August 7, 2012

Page 2

Certified e-Stewards recyclers commit to the *e-Stewards Standard for Responsible Recycling and Reuse of Electronic Equipment®*; written by the environmental community with leaders in the industry to protect human health and the global environment. While there are other guidelines written for the recycling industry, the e-Stewards Standard is the only e-waste standard that:

- Is "All-In-One" – encompasses a certified ISO 14001 environmental management system and R2 (Responsible Recycling) Practices.
- Prohibits all hazardous waste from being disposed of in solid waste landfills and incinerators.
- Requires full compliance with existing international hazardous waste treaties for exports and imports of electronics, and specifically prohibits the export of hazardous waste from developed to developing countries.
- Prohibits the use of prison labor in the recycling of hazardous electronics, which often have sensitive data embedded.
- Requires extensive baseline protections for and monitoring of recycling workers in every country, including developed nations where hazardous exposures are routinely taking place.
- Is written for international use.

The City of Placentia has a franchise with Republic Services, dba Placentia Disposal Inc., for solid waste collection and recycling services. As part of their franchise with the City, Placentia Disposal currently provides e-waste collection services to residents both through curbside collection and by holding periodic collection events throughout the year. Once collected, Placentia Disposal utilizes e-Recycling of California, Inc to process the e-waste. E-Recycling is a e-Steward licensed recycler. During the 2011 calendar year, 22,260 pounds of e-waste was collected in the City of Placentia and diverted from local landfills.

To further demonstrate the City's commitment to environmentally sound methods of recycling of e-waste, staff has drafted the attached resolution. This Resolution also strongly encourages others to use e-Stewards® licensed recyclers for disposition and recycling of its own electronic equipment.

**FINANCIAL IMPACT:**

There is no financial impact as a result of this action.

Submitted by:

Reviewed and approved:



Eddie De La Torre,  
Management Analyst



Troy L. Butzlaff, CMA-CM  
City Administrator

Reviewed by:



Stephen D. Pischel,  
Director of Administrative and  
Community Services

Attachments:

Resolution  
e-Stewards FAQ

RESOLUTION NO. R-2012-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, SUPPORTING ENVIRONMENTALLY SOUND METHODS OF RECYCLING AND ENCOURAGING THE USE OF E-STEWARDS LICENSED RECYCLERS FOR DISPOSITION AND RECYCLING OF ELECTRONIC EQUIPMENT

**A. Recitals**

- (i) Approximately two million tons of used electronics, including computers, televisions, and cell phones, are discarded each year and is the largest source of heavy metals going into landfills.
- (ii) Electronic waste is considered the fastest-growing segment of the municipal waste stream in the U.S. and will continue to grow as technology advances.
- (iii) Electronic devices contain materials that pose a risk to the health and safety of residents, the environment and recycling workers if not recycled by environmentally responsible means.
- (iv) The City of Placentia strongly supports efforts to recycle electronic devices in a safe and environmentally responsible manner.
- (v) The City currently contracts with Placentia Disposal Incorporated for solid waste and recycling services.
- (vi) Placentia Disposal offers an electronics recycling collection program to residents both through curbside pickup and periodic collection events.
- (vii) The electronic devices collected by Placentia Disposal are taken to e-Recycling of California, Inc., an e-Stewards certified e-waste recycler.
- (viii) Recycling standards, like those established by e-Stewards, are designed to protect the health and safety of residents, the environment and recycling workers to the greatest extent possible by requiring recyclers to adhere to strict standards for the recycling and disposal of electronic devices.

**B. Resolution**

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

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

2. That the City of Placentia supports environmentally sound methods of recycling and encourages others to use e-Stewards licensed recyclers for the disposition and recycling of electronic equipment.

PASSED AND ADOPTED THIS 7<sup>th</sup> DAY OF AUGUST 2012.

\_\_\_\_\_  
JEREMY B. YAMAGUCHI, 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 7<sup>th</sup> day of AUGUST, 2012, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

PATRICK J. MELIA,  
CITY CLERK

APPROVED AS TO FORM:

---

ANDREW V. ARCZYNSKI,  
CITY ATTORNEY

# FAQs

## The e-Stewards® Initiative



## Contents

- 1 The e-Stewards Initiative, and Certification
- 3 The e-Stewards Standard; Governance and Adoption
- 4 The e-Stewards Enterprise Program
- 6 How Much Does It Cost to Become e-Stewards Certified?

## Questions? We've got answers.

**What is the e-Stewards Initiative?** The e-Stewards Initiative is a not-for-profit market campaign designed to provide consumers, recyclers and enterprises with environmentally and socially responsible solutions for used electronic equipment and waste.

**What is e-Stewards Certification?** At the core of the e-Stewards Initiative is the e-Stewards Certification program, an accredited, third-party audited certification program for electronics recyclers, refurbishers, and processors. The program identifies the most responsible recyclers and brings customers, large and small, to them.

(continued)

# Principled and Practical: The most responsible electronics recycling standard in the world.



## How Is the e-Stewards Certification Different?

### **What is the e-Stewards**

**Standard?** The e-Stewards Standard is a comprehensive electronics recycling standard. It is the "gold standard" for responsible electronics recycling and reuse. e-Stewards Recyclers must conform to the e-Stewards Standard, and are audited and certified as to demonstrate that they do.

The e-Stewards Standard is the ONLY electronics recycling standard that prohibits the export of hazardous electronic waste from developed to developing countries while allowing viable technology to be reused anywhere in the world. It is the ONLY standard that conforms to agreements on waste trade.

### **How is the e-Stewards certification different than other electronics recycler certification programs?**

The e-Stewards Standard is the most socially and environmentally responsible standard for electronics recycling in the world. The e-

Stewards Standard and the initiative to support its adoption differ from other certification programs in these key ways:

- The e-Stewards Standard implements international waste trade agreements and thus prevents criminal trafficking in hazardous waste.
- The e-Stewards Standard forbids the use of municipal waste systems as well as the use of prison labor for hazardous electronics.
- The e-Stewards Standard is held by a legal, public interest entity which ensures quality control, a regular and transparent updating process, a multidisciplinary Leadership Council and requires consistent professional training for all of its auditors and certifying bodies.
- The e-Stewards Initiative provides widespread promotion, including the e-Stewards Enterprise program, rewarding large

(continued)



US Army Environmental Command

Created by  
and for  
industry  
leaders

corporate and institutional customers for using only e-Stewards Recyclers.

- The e-Stewards Certification is the only program supported by the environmental community (endorsed by over 70 environmental organizations around the world).

**Does the e-Stewards Standard ban all exports of e-waste?** No, nor should it. The standard is designed to be consistent with the Basel Convention and the Basel Ban Amendment (a United Nations Environment Program Convention, ratified by more than 170 countries). In accordance with those international trade agreements, the e-Stewards Standard does not prevent non-toxic steel, aluminum, plastics, etc. from being exported -- nor used equipment that is fully functional. It also does not prevent export of even hazardous waste electronics to developed countries.

## Governance and Adoption

**Who owns and operates the e-Stewards Standard and certification?** The Basel Action Network (BAN), a US charitable environmental organization, created the e-Stewards Standard and certification program at the request of leaders in the recycling industry, and with guidance from a variety of stakeholders described below.

The e-Stewards Standard is governed by BAN. Certification, however, is independent and is conducted by certifying bodies accredited by ANAB (ANSI-ASQ National Accreditation Board).

BAN worked with industry-leading recyclers, asset recovery companies as well as experts in health, safety, data security and certification to develop the e-Stewards Standard.

(continued)

**Was the e-Stewards Standard created by a multi-stakeholder process?** Yes. To create the e-Stewards Standard, BAN worked with a wide variety of industry recyclers and other leaders, including asset recovery companies, experts in health and safety, certification, and data security. However, to avoid a lowest-common-denominator consensus agreement, BAN did not open negotiations to all comers, but sought only the input of sustainability leaders.

**Is the e-Stewards Initiative open and transparent?** Yes. In August of 2010, BAN formally introduced the e-Stewards Leadership Council, which is currently comprised of representatives of OEMs (original equipment manufacturers), recyclers, businesses, government, collectors, and non-governmental organizations. This group provides vital advisory oversight of the e-Stewards Initiative, including the certification, the standard, marketing and Enterprise program.

Eventually, it is envisaged that the governance of the e-Stewards Certification will be spun off to be run by a dedicated and separate organization from BAN.

**Are companies embracing the e-Stewards Standard?** Yes. Since its official launch in April of 2010, more than 140 electronics recycling facilities are either certified today

or have contracted with certification bodies to become certified. Major corporations, such as LG, Samsung, Wells Fargo, Alcoa, Bank of America, Bloomberg LP and Nestle, and governments, such as King County and Santa Clara County, have chosen to join our Enterprise program.

The e-Stewards Certification has widespread public support and is endorsed by more than 70 environmental organizations including Greenpeace USA, Sierra Club and the Natural Resources Defense Council.

Furthermore, the US EPA formally supports and encourages the use of Certified e-Stewards Recyclers.

**Where can I find a list of e-Stewards Recyclers?** Please see the most current list and a map of locations at [www.e-Stewards.org](http://www.e-Stewards.org).

## The e-Stewards Enterprise Program

**What is the e-Stewards Enterprise program?** The e-Stewards Enterprise program recognizes, promotes and supports companies that make best efforts to use e-Stewards recyclers. It is a major driver of program demand.

**What are the requirements of an e-Stewards Enterprise?** Enterprises must make good faith, commercially reasonable progress

The e-Stewards Certification is supported by US EPA, Fortune 500 companies, major governmental institutions and more than 70 environmental organizations.

(continued)

in using e-Stewards recyclers. Enterprises must share information on that progress annually, under an NDA.

**Why would a company be interested in becoming an e-**

**Stewards Enterprise?** In addition to helping protect the environment, it makes good business sense. e-Stewards Enterprises receive these benefits:

Marketing

Only an Enterprise can use the e-Stewards logo to present itself, to the public, shareholders, employees and constituents, as an organization that is making the most globally responsible recycling decisions. The Enterprise designation is a credible endorsement by the leading global authority in electronic waste management, that you are doing the right thing with your e-waste.

Enterprises garner brand equity by aligning themselves as an early adopter of a crucial environmental reform endorsed by more than 70 environmental groups such as the NRDC and the Sierra Club.

In presentations, press releases, interviews, an on their website, e-Stewards and BAN will promote Enterprises and ask that consumers support Enterprises — including your business. The e-Stewards website will highlight Enterprises and drive traffic to Enterprises' websites.

Access to Resources

In sustainability presentations or reporting, only Enterprises can use photos, videos, data, reports and other resources available from the e-Stewards library. Just as a sustainable carbon-footprint policy is a vital part of a corporate responsibility portfolio, so too is the toxics-footprint policy Enterprises can present in association with e-Stewards.

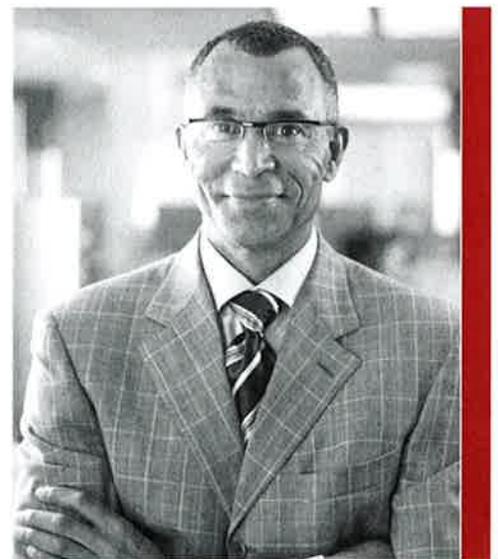
Only Enterprises enjoy access to a password-protected online "toolbox" of compliance information and best practices.

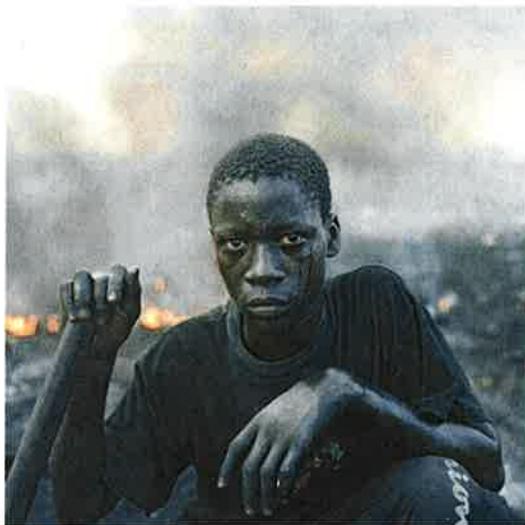
And, for Enterprises, the experts on the e-Stewards staff offer counsel on policy construction and best practices — it is like having the world's leading e-waste recycling authorities on retainer, at no added cost. This, alone, is worth thousands of dollars.

Savings

Enterprises using independently audited e-Stewards recyclers can be sure that their electronics recycling will be handled responsibly, so these Enterprises reduce their in-house vendor qualification, due diligence and monitoring costs. While the e-Stewards network continues to expand, Enterprises don't have to use e-Stewards for all their electronics recycling, but the more they do, the more they save in these real costs.

The e-Stewards Enterprise program recognizes and supports companies that make best efforts to use Certified e-Stewards Recyclers





## e-Stewards: Always Ahead of the Curves

## Costs and Benefits of becoming e-Stewards Certified

### What are the advantages of becoming e-Stewards Certified?

*Becoming e-Stewards Certified is not simply a cost; it is a powerful long-term investment in your business, and its ability to retain a competitive edge.*

The e-Stewards Standard and Certification program is designed to stay on top of every industry development and ahead of every curve coming your way.

Once certified, you are instantly branded as LEADERS. You will be able to differentiate yourself dramatically from your competition, bid on and win business from producers that demand responsible recyclers, and benefit from the full marketing and intelligence support of BAN. Higher growth should result in higher profits that easily cover the costs of certification.

**What does it cost?** There are essentially three areas of costs to be considered when estimating the total cost to become a Certified e-Stewards Recycler:

- **Internal development costs** include the cost of implementing

the management system that will be certified. If the organization is already ISO 14001 certified, the time and cost to develop the e-Stewards management system is greatly reduced.

- Your **Annual Marketing and Licensing fee**, paid to BAN, supports the e-Stewards program. It helps pay not only for administration and legal fees but a very active promotional campaign to drive business to you. This cost is on a progressive scale, so small recyclers pay a much lower cost than larger organizations. More detailed information on this sliding fee scale is available at [www.e-stewards.org](http://www.e-stewards.org).
- **Audit and Certification costs**, are paid to the Certification Body, and are related to the number of "man-days" required to conduct the audit. If an ISO 14001 certification is already in place, you can expect a reduction in audit time and cost of about 50% as compared with an audit of a similar organization without ISO 14001 certification. The average audit man-day cost is about \$1300/day, and normally there will be some additional administrative and auditor travel costs/expenses.

For more information please visit [e-stewards.org](http://e-stewards.org)  
or call 206-652-5555



# Placentia City Council

## **AGENDA REPORT**

TO: CITY COUNCIL  
VIA: CITY ADMINISTRATOR  
FROM: DIRECTOR OF ADMINISTRATIVE SERVICES/COMMUNITY SERVICES  
DATE: AUGUST 7, 2012  
SUBJECT: **ACCEPTANCE OF RESIGNATIONS FROM THE CULTURAL ARTS COMMISSION AND HERITAGE FESTIVAL COMMITTEE**

FISCAL  
IMPACT: NONE

### **SUMMARY:**

The City has received letters of resignation from Cultural Arts Commissioner William Heaton and Heritage Festival Committee member Peggy Yamaguchi. The City would like to accept their resignations and extend their sincere appreciation for their years of service to the community. Appointments for these vacancies were included in the current annual recruitment process.

### **RECOMMENDATION:**

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

1. Accept the resignations of Peggy Yamaguchi (Heritage Festival Committee) and William Heaton (Cultural Arts Commission), and

### **DISCUSSION:**

William Heaton served 9 years on the Cultural Arts Commission and submitted his resignation in July 2012. Peggy Yamaguchi served 10 years on the Heritage Festival Committee and submitted her resignation in October 2011. Appointments for these vacancies were included in the current annual application/recruitment process.

Submitted by:

Reviewed and approved:

Stephen D. Pischel  
Director of Administrative Services/  
Community Services

Troy L. Butzlaff, ICMA-CM  
City Administrator

**1.n.**  
**August 7, 2012**



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: PUBLIC WORKS DIRECTOR

DATE: AUGUST 7, 2012

**SUBJECT: PUBLIC HEARING TO PROVIDE FOR THE ANNUAL LEVY OF ASSESSMENT FOR CITY OF PLACENTIA LANDSCAPE MAINTENANCE DISTRICT 92-1**

**FINANCIAL**

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

**SUMMARY:**

The City of Placentia administers Landscape Maintenance District 92-1. Property owners in the district pay an assessment on their property tax bill for the maintenance of common area landscaping. Each year, the City Council must order the preparation of an Engineer's Report which determines the amount of the assessment to be levied and reconfirms the boundaries and composition of the district. Based on the Engineer's Report the rate for 2012-13 for Landscape Maintenance District 92-1 will remain the same at \$154.87 per parcel, which is the maximum allowed by law for this district without a new vote of the residents to approve a rate adjustment. This action requests that the City Council open the public hearing to receive testimony and upon conclusion of the public hearing adopt resolutions approving the Engineer's Report and setting the annual levy of assessment for Fiscal Year 2012-13.

**RECOMMENDATION:**

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

1. Conduct a Public Hearing concerning the levy and collection of assessments within the Landscape Maintenance District 92-1 and consider all objections to the assessment, and
2. Adopt Resolution No. R-2012-\_\_\_, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA APPROVING THE ENGINEER'S "REPORT" FOR THE ANNUAL LEVY OF ASSESSMENT FOR FISCAL YEAR 2012/2013 IN LANDSCAPE MAINTENANCE DISTRICT NO. 92-1 LOCATED WITHIN THE CITY OF PLACENTIA, and
3. Adopt Resolution No. R-2012-\_\_\_, A RESOLUTION OF CITY COUNCIL OF THE CITY OF PLACENTIA CONFIRMING A DIAGRAM AND ASSESSMENT AND LANDSCAPE MAINTENANCE DISTRICT AND PROVIDING FOR ANNUAL ASSESSMENT LEVY FOR FISCAL YEAR 2012-2013 IN LANDSCAPE MAINTENANCE DISTRICT NO 92-1 LOCATED WITHIN THE CITY OF PLACENTIA.

**2a**

**August 7, 2012**

**DISCUSSION:**

The Landscaping and Lighting Act of 1972 (Streets and Highways Code §22500-22647) requires that the City undertake certain proceedings for any fiscal year during which assessments are to be levied and collected upon private property. These proceedings are usually accomplished at two separate Council meetings.

On June 5, 2012, the City Council adopted a resolution declaring its intention to provide for the Annual Levy of Assessments for Landscape Maintenance District 92-1 and setting the time and date for a public hearing.

The Annual Levy of Assessments is for the purpose of providing landscape maintenance and means of assessment for same as shown in the attachments.

Documents to provide for the Annual Levy have been prepared by the Assessment Engineer contracted with the City and herewith presented for City Council approval as follows:

- Resolution confirming a Diagram and Assessment, providing for Annual Assessment Levy (Exhibit 1)
- Engineer's Report (Exhibit 2)
- Assessment Diagram (Exhibit 3)
- Assessment Roll (On File With The City Clerk)

Staff is recommending that Council proceed with the Public Hearing and adoption of the Resolutions.

Although verbal testimony may be taken, protests must be in writing and filed with the City Clerk. No written protests have been filed as of the date of this report. The City Clerk will bring to Council's attention any written protest received subsequently.

**FISCAL IMPACT:**

The proposed Assessment Units "AU" for FY 2012-2013 will remain the same amount at \$154.87, the maximum rate allowed under Proposition 218. The estimated revenues from assessments are \$395,898.66. Expenditures, which include, but are not limited to, applicable staff time costs, landscape contracting costs and repair/construction costs are estimated at \$624,610 for a net difference of \$228,711. Any net difference between district revenues and expenditures must be subsidized by the General Fund; however, for the current Fiscal Year, the full expenditure burden is able to be funded through available fund balance to the district. The available fund balance accumulated over the previous Fiscal Years due to budget savings within LMD 92-1 and which cannot be further realized. Therefore, after the current Fiscal Year, a General Fund subsidy will reoccur and is projected to approximately \$115,000 in FY 2013-14 and the full net difference each year thereafter.

Submitted by:



Steve Drinovsky  
Director of Public Works

Reviewed and approved:



Troy L. Butzlaff, CMA-CM  
City Administrator

Attachments: Resolutions  
Engineer's Report  
Assessment Diagram  
Assessment Roll (On File with City Clerk)

RESOLUTION NO. R-2012- \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA APPROVING THE ENGINEER'S "REPORT" FOR THE ANNUAL LEVY OF ASSESSMENT FOR FISCAL YEAR 2012/2013 IN LANDSCAPE MAINTENANCE DISTRICT NO. 92-1 LOCATED WITHIN THE CITY OF PLACENTIA**

A. Recitals.

(i). The CITY COUNCIL of the CITY OF PLACENTIA, CALIFORNIA, pursuant to the provisions of Division 15, Part 2, of California Streets and Highways Code, did, by previous Resolution, order the preparation of an Engineer's Report ("Report") for the annual levy of assessments, consisting of plans and specifications, an estimate of the cost, a diagram of the District and an assessment relating to what is now known and designated as

CITY OF PLACENTIA  
LANDSCAPE MAINTENANCE DISTRICT NO. 92-1

(ii). There has now been presented to this City Council the Report, as required by the California Streets and Highways Code, and as previously directed by Resolution No. R-2012- .

(iii). This City Council has now carefully examined and reviewed the Report as presented, and is satisfied with each and all of the items and documents as set forth therein, and is satisfied that the assessments, on a preliminary basis, have been spread in accordance with the benefits received from the maintenance to be performed, as set forth in said Report.

(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. The Recitals, Part A., set forth above, are true and correct.

2. The Report as presented, containing the following:

- A. Plans and specifications;
- B. Estimate of cost;

- C. Diagram of the District; and
- D. Assessment of the estimated cost;

hereby is approved and is ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

3. The City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall reflect the presentation of the Engineer's Report.

PASSED, ADOPTED AND APPROVED this 7<sup>TH</sup> day of August, 2012.

JEREMY B. YAMAGUCHI, 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 7th day of August, 2012, 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-2012-

**A RESOLUTION OF CITY COUNCIL OF THE CITY OF  
PLACENTIA CONFIRMING A DIAGRAM AND ASSESSMENT  
AND PROVIDING FOR ANNUAL ASSESSMENT LEVY FOR  
FISCAL YEAR 2012-2013 IN LANDSCAPE  
MAINTENANCE DISTRICT NO 92-1 LOCATED WITHIN  
THE CITY OF PLACENTIA.**

**A. Recitals.**

(i) The City Council has initiated proceedings for the annual levy of the assessments for a landscape maintenance district pursuant to the terms and provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code, in a district known and designated as

CITY OF PLACENTIA  
LANDSCAPE MAINTENANCE DISTRICT NO. 92-1

(ii) The City Council has ordered the preparation of a report, and the City Engineer has prepared and filed with this City Council a report pursuant to law for its consideration, and subsequently thereto this City Council did adopt its Resolution of Intention to levy and collect assessments for the fiscal year commencing July 1, 2012 and ending June 30, 2013 relating to the above-referenced District.

(iii) The City Council gave notice of the time and place of public hearing on all matters relating to said annual levy of the proposed assessment.

(iv) At this time this City Council has heard all testimony and evidence and is desirous of proceeding with said annual levy assessments.

(v) All legal prerequisites to the adoption of this Resolution have occurred.

**B. Resolution.**

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

1. The Recitals, Part A., above, are true and correct.

2. Upon conclusion of the public hearing, written protests filed and not withdrawn did not represent property owners owning more than fifty percent (50%) of the area of assessable lands within the District, and all protests are overruled and denied.

3. This City Council hereby confirms the diagram and assessment, as set forth in the Engineer's Report, and orders the annual levy of the assessment for the fiscal year commencing July 1, 2012 and ending June 30, 2013, and in the amounts as set forth in the Engineer's Report and as referred to in the Resolution of Intention, as previously adopted relating to said annual assessment levy.

4. That the diagram and assessment, as set forth and contained in said Report, hereby are confirmed and adopted by this City Council.

5. That the adoption of this Resolution constitutes the levy of the assessment for fiscal year 2012/2013.

6. That the estimates of costs, the assessment diagram, the assessments and all other matters, as set forth in the Engineer's Report, pursuant to said Landscaping and Lighting Act of 1972, as submitted, hereby are approved, adopted and confirmed.

7. That the maintenance works of improvements contemplated by the Resolution of Intention shall be performed pursuant to law, and the County Auditor shall enter on the County Assessment Roll the amount of the Assessment, and said assessment shall then be collected at the same time and in the same manner as the County taxes are collected. After collection by said County, the net amount of the assessment shall be paid to the City Treasurer of the City of Placentia.

8. The City Treasurer has previously established a special fund known as the

CITY OF PLACENTIA  
LANDSCAPE MAINTENANCE DISTRICT NO. 92-1

into which the City Treasurer shall place all monies collected by the Tax Collector pursuant to the provisions of this Resolution and law, and said transfer shall be made and accomplished as soon as said monies have been made available to said City Treasurer.

9. The City Clerk hereby is ordered and directed to

file a certified copy of the diagram and assessment roll with the County Auditor, together with a certified copy of this Resolution, upon its adoption.

10. A certified copy of the assessment and diagram shall be filed in the office of the City Engineer, with a duplicate copy on file in the office of the City Clerk and open for public inspection.

PASSED, APPROVED and ADOPTED this 7th day of August, 2012.

JEREMY B. YAMAGUCHI, MAYOR

ATTEST:

PATRICK J. MELIA, CITY CLERK

I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council, of the City of Placentia, held on the 7th day of August, 2012, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

Executed this 7th day of August, 2012, at Placentia, California.

PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM:

ANDREW V. ARCZYNSKI, CITY ATTORNEY  
CALIFORNIA



**City of  
Placentia**

**"THE PEOPLE ARE THE CITY"**

## **City of Placentia**

### **Landscape Maintenance District No. 92-1**

**2012/2013 ENGINEER'S ANNUAL LEVY REPORT**

Intent Meeting: June 5, 2012  
Public Hearing: July 17, 2012

27368 Via Industria  
Suite 110  
Temecula, CA 92590  
T 951.587.3500 | 800.755.6864  
F 951.587.3510

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



**AFFIDAVIT FOR THE ENGINEER'S ANNUAL LEVY REPORT**

**CITY OF PLACENTIA  
LANDSCAPE MAINTENANCE DISTRICT**

The undersigned represent that the assessments for the City of Placentia Landscape Maintenance District No. 92-1 have been apportioned in direct accordance with the benefits that each parcel receives from the improvements.

Willdan

Financial Services

Assessment

Engineer

\_\_\_\_\_  
Beatrice  
Project

Medina,  
Manager,  
District Administration Services

\_\_\_\_\_  
Richard Kopecky  
R. C. E. # 16742

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

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## I. OVERVIEW

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### A. INTRODUCTION

Pursuant to the order of the City Council of the City of Placentia (herein after referred to as the "City") and in compliance with the requirements of Article 4 of Chapter 1 of the "Landscaping and Lighting Act of 1972" (herein after referred to as the "1972 Act"), being Part 2 of Division 15, Sections 22500 through 22679 of the Streets and Highways Code of the State of California, this Report presents the engineering analysis for Fiscal Year 2012/2013 of the district known as:

Landscape Maintenance District No. 92-1  
City of Placentia

The City Council adopted Resolution No 92-R-123 on May 2, 1992, which initially formed the City of Placentia Landscape Maintenance District No. 92-1 (hereinafter referred to as the "District") and confirmed assessments for the first fiscal year, 1992/1993. This District, utilizing benefit assessments, finances the funding for the maintenance operation, and administration of a Landscape Maintenance system owned and maintained by the City of Placentia within Zone I and Zone II of the City. Zone I represents those parcels within the existing boundary of CFD 89-1. Zone II reflects those parcels, which are located outside CFD 89-1. Both Zones I and II are calculated in the exact same manner. This report presents the findings and engineering analysis, outlines the proposed budget and assessments for the 2012/2013 fiscal year and identifies any proposed changes to the District structure, and provides for the annexation of additional City areas, which have been approved for new development and any substantial changes in the District improvements including the addition of new landscaping.

The 1972 Act permits the establishment of assessment districts by cities for the purpose of providing certain public improvements, which include maintenance and operations of landscape improvements and appurtenant facilities. The 1972 Act requires that maintenance assessments be levied according to benefit rather than according to assessed value.

Section 22573 of the 1972 Act provides that:

*"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."*

The 1972 Act also permits the classification of various areas within an Assessment District into zones of benefit.

Section 22574 of the 1972 Act provides that:

*“by reason of variations in the nature, location, and extent of the improvements, the various areas will receive differing degrees of benefit from the improvements. A zone shall consist of all territory which will receive substantially the same degree of benefit from the improvements.”*

Although this District includes a Zone I and Zone II, this distinction is merely a geographical identification of portions of the District and does not represent any variation in the improvements or degree of benefit the parcels receive from the improvements.

#### **B. IMPROVEMENTS AUTHORIZED BY THE 1972 ACT**

As applicable or may be applicable to this proposed District, the 1972 Act defines improvements to mean one or any combination of the following:

- The installation or planting of landscaping.
- The installation or construction of statuary, fountains, and other ornamental structures and facilities.
- The installation or construction of any facilities which are appurtenant to any of the foregoing which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
- The maintenance or servicing, or both, of any of the foregoing.
- The acquisition of any existing improvement otherwise authorized pursuant to this section.

Incidental expenses associated with the improvements including, but not limited to:

- The cost of preparation of the report, including plans, specifications, estimates, diagram, and assessment;
- The costs of printing, advertising, and the publishing, posting and mailing of notices;
- Compensation payable to the County for collection of assessments;
- Compensation of any engineer or attorney employed to render services;

- Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements;
- Any expenses incidental to the issuance of bonds or notes pursuant to Section 22662.5.
- Costs associated with any elections held for the approval of a new or increased assessment.

The 1972 Act defines "Maintain" or "maintenance" to mean furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Repair, removal, or replacement of all or any part of any improvement.
- Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.
- The removal of trimmings, rubbish, debris, and other solid waste.
- The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

Furthermore, the 1972 Act specifies that where the cost of improvements (other than maintenance and operations) is greater than can be conveniently raised from a single annual assessment, an assessment to be levied and collected in annual installments. In that event, the governing body may choose to do any of the following:

- Provide for the accumulation of the moneys in an improvement fund until there are sufficient moneys to pay all or part of the cost of the improvements.
- Provide for a temporary advance to the improvement fund from any available and unencumbered funds of the local agency to pay all or part of the cost of the improvements and collect those advanced moneys from the annual installments collected through the assessments.
- Borrow an amount necessary to finance the estimated cost of the proposed improvements. The amount borrowed, including amounts for bonds issued to finance the estimated cost of the proposed improvements.

## C. COMPLIANCE WITH CURRENT LEGISLATION

In November 1996 voters of the State of California passed Proposition 218, which added Article XIID to the California Constitution that established specific requirements for assessments. Article XIID required that all assessments comply with stated provisions by July 1, 1997, unless an assessment district met certain exemptions. The exemptions from substantive and procedural requirements are set forth in Section 5 of Article XIID and include the following:

*“(b) Any assessment imposed pursuant to a petition signed by the persons owning all of the parcels subject to the assessment at the time the assessment is initially imposed. Subsequent increases in such assessments shall be subject to the procedures and approval process set forth in Section 4.”*

The assessments for this District qualify, under the above quoted provisions, as an existing assessment imposed pursuant to a petition signed by the persons owning all of the parcels subject to the assessment at the time the assessment was initially imposed. As such, the City has determined that the existing assessments are exempt from the substantive and procedural requirements of Article XIID, Section 4 of the California Constitution.

It is the Assessment Engineer's understanding that the City has determined the highest assessment rates used to calculate the annual assessments in years prior to the approval of Proposition 218 and established the maximum assessment rates. Therefore, so long as the proposed annual assessment rates do not exceed the maximum rates established prior to the passage of Proposition 218, assessment balloting is not required. The proposed assessments for the current fiscal year may be less than or equal to the maximum assessment rates previously approved and adopted for the District and Zones. Any proposed assessment that exceeds the maximum rates is considered an increased assessment and is subject to both the substantive and procedural requirements of Article XIID Section 4, including a property owner protest proceeding.

## **II. BOUNDARIES OF THE DISTRICT**

### A. GENERAL

The boundaries of the District are as shown on a map entitled Assessment Diagram, City of Placentia, Landscaping Maintenance District No. 92-1 and are shown as Zone I and Zone II. For details of the lines and dimensions of the parcels within the District, reference is made to the Orange County Assessor's Parcel Maps for fiscal year 2012/2013, which are also incorporated herein by reference.

### **III. PLANS AND SPECIFICATIONS**

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#### **A. PURPOSE**

To establish benefit assessments for the operation, maintenance and servicing, as defined in the 1972 Act, of landscaping systems and appurtenant facilities on developed and developing parcels of land within the City of Placentia.

#### **Facilities and Improvements:**

The required maintenance and servicing of District facilities and improvements shall be determined by City staff and the cost of providing for the maintenance, repair or replacement of these improvements, including but not limited to, labor, material, equipment, supplies and utilities shall be charged to the District.

#### **Improvements to be Maintained:**

The improvements for which maintenance and service funding may be provided by the District are discussed below.

#### **Entrance Signs**

The entrance signs with landscape improvements to be maintained are to be located at the following locations within the District:

- NEC Central/Chapman Avenue
- Central Avenue at Gordon Drive
- Central Avenue at Buck Place
- Buena Vista Street at Dressel Drive
- Alta Vista Street at Chang Drive
- Buena Vista Street at Petry Drive
- Alta Vista Street at Swail Drive
- Alta Vista Street at Tebay Drive

Maintenance and service includes (but is not limited to) payments for electrical energy, water usage, repair, replacement or enhancement of signage, and/or electrical bulbs, wiring, and appurtenances together with irrigation, cultivation and replacement of plant material, supplies, personnel, utility and equipment costs, and contract services where applicable.

#### **Islands**

The landscaped islands to be maintained by the District are located as follows:

- Kraemer Boulevard from Alta Vista Street to N/O City Hall
- Rose Drive from Alta Vista Street to Buena Vista Street

- Connecticut Way E/O Kraemer Boulevard

Maintenance and service includes (but is not limited to) payments for electrical energy, water usage, irrigation, cultivation and replacement of plant material, trees, shrubs, ground cover, turf, supplies, personnel, utility and equipment costs and contract services where applicable.

### **Parkway Vistas**

The landscape vistas to be maintained by the District are located as follows:

- Kraemer Blvd. E/S (N/O City Hall to Connecticut)
- Alta Vista Street N/S (Rose Drive to Jefferson Street)
- Alta Vista Street N/S (Jefferson Street to Van Buren Street)
- Alta Vista Street S/S (Rose Drive to Jefferson Street)
- Alta Vista Street S/S (Dunnavant Way to Rose Drive)
- Alta Vista Street S/S (Jefferson Street to Van Buren Street)
- Rose Drive E/S (Alta Vista Street to N. Boundary of Shopping Center)
- Rose Drive W/S (Alta Vista Street to 500 + feet north of Orangethorpe Avenue)
- Rose Drive E/S (Alta Vista Street to Pine Street)
- Kraemer Boulevard E/S (Alta Vista Street to Connecticut Way)
- Alta Vista Street S/S from (Rose Drive to Jefferson Street)
- Alta Vista Street S/S from (Kraemer Boulevard to All America Way)
- Alta Vista Street N/S from (400' W/O Tebay Drive to 700' E/O Tebay Drive)
- Alta Vista Street S/S from (Central Avenue to Dunnavant Way)
- Rose Drive E/S from (Alta Vista Street to 200' S/O Castner Drive)

Maintenance and service includes (but, is not limited to) payments for electrical energy, water usage, irrigation, cultivation and replacement of plant material, trees, shrubs, ground cover, turf, supplies, personnel, utility and equipment costs and contract services where applicable.

### **Unocal/Fieldstone Oil Well Lots - Right-of-Way Screen Planting**

The landscaped screen planting areas to be maintained by the District are located as follows:

- Dressel Drive / Howard Place
- Hill Street / Granger Drive
- Mykkanen Circle / Cisneros Lane
- Tidland Circle
- Nevin Lane / Tucker Place
- Nevin Lane / Evans Lane
- Larsen Lane / Evans Lane
- Gerhold Lane

## **Street - Right-of-Way Landscaping**

The street landscaping to be maintained by the District is located as follows:

- Jefferson Street E/S (Alta Vista Street to Garten Drive)
- Buena Vista S/S (400'± W/O Dressel Drive to 500'± E/O Dressel Drive)
- Van Buren Street W/S (750' N/O Alta Vista Street to Orchard Drive)
- Chang Drive (Alta Vista Street to Evans Lane)
- Dressel Drive (Buena Vista Street to Munoz Place)

Central Avenue (Alta Vista to Chapman Avenue)

- Chapman Avenue (Central Avenue to 450'± East)
- Chapman Avenue (Mission Way to All America Way)
- All America Way west side City Hall to Alta Vista Street
- All America Way E/S (Chapman Avenue 100'± south of Dunnivant Drive)
- Van Buren Street east side (Richfield channel to 200' south of Alta Vista Street)
- Dunnivant Drive east and west sides medians (Alta Vista to 1300'± South)  
(Does not include Lot "F", Tract 15139)

Maintenance and service includes (but, is not limited to) payments for electrical energy, water usage, irrigation, cultivation and replacement of plant material, trees, shrubs, ground cover, turf, supplies, personnel, utility and equipment costs and contract services where applicable.

## **Easements - Public Storm Drain and Sewer**

Landscaped easements to be maintained by the District are located as follows:

- At various locations within TM 14161 (Fieldstone and Van Daele Tracts and TM 15699 Placentia Development Company)

\*Does not include Lot "F", Tract 15139

Maintenance and service includes (but, is not limited to) payments for electrical energy, water usage, irrigation, cultivation and replacement of plant material, trees, shrubs, ground cover, turf, supplies, personnel, utility and equipment costs and contract services where applicable.

The Placentia Champions Sports Complex ("Park") is located within the boundaries of Landscape Maintenance District No. 92-1 ("District") and the facility was originally eligible for its maintenance to be covered by the District. A City Council action in 1996 removed the responsibility for maintenance of the Park from the District's financial responsibility and transferred it to the responsibility of the City's General Fund. As a result of the City Council adopting Resolution No. R-2010-03 on January 19, 2010, the maintenance of the Park will now be the financial responsibility of the District. The Park is completely within the District's

boundaries and is used by adjacent residents and due to the proximity to the Park, those residents receive a direct benefit. However, since the Park is a city-wide asset, the General Fund will be covering 50% of the maintenance costs for any General Benefit.

### **Changes or Modifications to the District**

Modifications to the District structure could include but are not limited to:

- Substantial changes or expansion of the improvements provided;
- Substantial changes in the service provided;
- Modifications or restructuring of the District including annexation or detachment of specific parcels;
- Revisions in the method of apportionment;
- Proposed new or increased assessments.

#### ***IV. FINANCIAL ANALYSIS***

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Based on the proposed improvements, the City's estimate of costs and the provisions of the 1972 Act, the 2012/2013 fiscal year expenditures for landscape maintenance and service are estimated as follows:

Landscape Maintenance	\$140,000
Telephone	15,000
Electricity	30,000
Water	156,000
Salaries and Benefits	120,110
Construction Services	100,000
Special Studies	10,000
Administration	25,000
Assessment Engineer	6,500
Repair/Maintenance	20,000
Advertising	500
Legal Services	<u>1,500</u>
Projected Total Expenditures	\$624,610

The revenues available are shown below:

Direct Benefit Assessments FY 2012/2013	\$395,899
General Fund Contribution	<u>228,711</u>
Projected Total Revenues	\$624,610

**Note: The rate per AU (Assessment Unit) of \$154.87 (the Maximum Rate) has not increased from the prior year.**

#### ***V. METHOD OF APPORTIONMENT OF ASSESSMENT***

---

Section 22573 of the 1972 Act provides that assessments may be apportioned by any formula or method which fairly distributes the net amount to be assessed among all assessable lots or parcels within the District in proportion to the estimated benefits received by each such lot or parcel from the improvements. It is necessary to identify the benefits that the City's Landscape Maintenance program will render to the properties within the District.

It has been determined that the improvements provide a specific and special benefit to all assessed parcels of land in the development area. Landscaping and irrigation of street right-of-ways, entryways, islands, sewer and storm drain

easements, areas surrounding existing oil wells and the parkway vistas aesthetically enhances the development area. The landscaped pedestrian corridor along Alta Vista Street also provides pedestrian access throughout the development area. The aesthetic enhancement and use of the parkway vistas increases the desirability of the properties located within the boundaries of the district mainly because of the property's close proximity and accessibility to the improvements. Therefore, maintenance of these public improvements renders a special and direct benefit to the parcels located throughout the district and the levy of a special assessment for the maintenance of the improvements is deemed appropriate.

#### **A. PROPOSITION 218 BENEFIT ANALYSIS**

In conjunction with the provisions of the 1972 Act, the California Constitution Article XIID addresses several key criteria for the levy of assessments, notably:

Article XIID Section 2d defines District as follows:

*"District means an area determined by an agency to contain all parcels which will receive a special benefit from a proposed public improvement or property-related service";*

Article XIID Section 2i defines Special Benefit as follows:

*"Special benefit" means a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large. General enhancement of property value does not constitute "special benefit."*

Article XIID Section 4a defines proportional special benefit assessments as follows:

*"An agency which proposes to levy an assessment shall identify all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed. The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the property related service being provided. No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."*

This District was formed to establish and provide for the improvements that enhance the presentation of the surrounding properties and developments. These improvements will directly benefit the parcels to be assessed within the District. The assessments and method of apportionment is based on the premise that the assessments will be used to construct and install landscape improvements within the existing District as well as provide for the annual

maintenance of those improvements, and the assessment revenues generated by District will be used solely for such purposes.

The costs of the proposed improvements have been identified and allocated to properties within the District based on special benefit. The improvements to be provided by this District and for which properties will be assessed have been identified as an essential component and local amenity that provides a direct reflection and extension of the properties within the District which the property owners and residents have expressed a high level of support.

The method of apportionment (method of assessment) set forth in the Report is based on the premise that each assessed property receives special benefits from the landscape improvements within the District, and the assessment obligation for each parcel reflects that parcel's proportional special benefits as compared to other properties that receive special benefits.

To identify and determine the proportional special benefit to each parcel within the District, it is necessary to consider the entire scope of the improvements provided as well as the properties that benefit from those improvements. The improvements and the associated costs described in this Report, have been carefully reviewed and have been identified and allocated based on a benefit rationale and calculations that proportionally allocate the net cost of only those improvements determined to be of special benefit to properties within the District. The various public improvements and the associated costs have been identified as either "general benefit" (not assessed) or "special benefit".

The methodology used in spreading the annual landscape maintenance costs is based on an assessment unit (AU) factor. Each developed single-family detached residential unit is considered to be one AU and is assessed the cost attributed to one AU.

For Fiscal Year 2012/2013, there are 2,182 parcels of property in the District, grouped into one of four benefit classes for assessment purposes, as follows:

**Class I** - Single family detached residential, including condominium form of ownership of single-family detached dwellings. There are 1,564 recorded parcels on 248.33 acres currently included in this classification as of March 30, 2012.

**Class II** - Developed Commercial, Industrial and Institutional where a map or a building permit for construction has been issued as of March 15 of the prior fiscal year. There are 15 parcels currently included in this classification on 20.12 acres.

**Class III** - Multi-family residential and attached residential, approved project where a map has been recorded or a building permit for construction of dwelling units has been issued as of March 15 of the prior fiscal year. There are 593 parcels currently included in this classification consisting of 1,020 units on 170.51 acres as of March 30, 2012.

**Class IV** - Undeveloped and all other properties that are not in Class I, II or III regardless if they have been approved for future development or are in the process of securing development approval as of June 15, of the prior fiscal year. There are 10 parcels on 15.43 acres currently included in this classification. Upon issuance of the first occupancy permit these properties will be transferred to Class I.

The assessment method used in spreading the annual landscape maintenance cost is based on an assessment unit (AU) factor is as follows:

Each **Single Family Detached Residential Unit** is considered to be one AU and is assessed the cost attributable to one AU.

**Multi-family Residential Units** are assessed 0.70 or 70% of an AU since they have a higher density than Single Family Detached Units (number of dwelling units/acre). The decrease in assessment is a direct result of the reduced amount of assessable acreage per Multi-Family Unit and the reduction in occupancy per unit.

In converting **Developed Commercial, Industrial, Institutional and other non-residential** properties to AU's, the factor used is based on the City of Placentia average single-family residential density of ten dwelling units per acre. Therefore, the parcels in this Class will be assessed 10 AU per acre or any portion thereof. These properties benefit from the maintenance of improvements because of enhanced desirability resulting from well-kept landscape areas. Improved aesthetic appeal also increases the draw of businesses to purchase or lease property and the increased opportunity to draw clientele.

**Assessable undeveloped acreage** also benefits from the maintenance and service of the landscape improvements. This benefit comes in the form of enhanced desirability due to the improved aesthetics of the area resulting from improvements. The enhanced aesthetics increases the desirability of the property to future homeowners and future commercial property owners or lessors. However, because the property is vacant, less use will be made of the improvements. It is reasonable to derive that vacant property, when compared to developed property, receives about half of the benefit of developed properties, therefore, the Single Family Residence acreage equivalent used for developed non-residential properties of 10 AU per acre is reduced to 5 AU per acre for undeveloped land.

A summary of assessment unit (AU) calculations for Fiscal Year 2012/2013 follows:

Class I:	1,564 parcels x 1.00 AU	=	1,564.00 AU
Class II:	20.116 acres x 10 AU	=	201.16 AU
Class III:	1,020 units x 0.70 AU	=	714.00 AU
Class IV:	15.433 acres x 5 AU	=	<u>77.17 AU</u>
TOTAL		=	2,556.33 AU

PROPOSED ASSESSMENT RATE:

$$\$395,898.66 \div 2,556.33 \text{ AU} = \$154.87/\text{AU}$$

The following Zone assessments are rounded to the nearest even penny to satisfy requirements of the County Auditor/Controller.

Class I Assessments

Each parcel is assessed at one AU:  
 $\$154.87 \times 1.00 = \$154.87$  per parcel

Class II Assessments

Each acre is assessed at 10 AU:  
 $\$154.87 \times 10 = \$1,548.70$  per acre

Class III Assessments

Each unit is assessed at .70 AU's:  
 $\$154.87 \times 0.70 = \$108.41$  per unit

Class IV Assessments

Each acre is assessed at five AU's:  
 $\$154.87 \times 5 = \$774.35$  per acre

The maximum rate per assessment unit established for this District is \$154.87/AU. For Fiscal Year 2012/2013 the maximum rate of \$154.87 will be assessed.

## **VI. SUMMARY**

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The Boundary Map and Diagram showing the boundaries of the District and Zones of benefit is on file in the offices of the City Engineer and the City Clerk of the City where it is available for public inspection and is incorporated herein by reference. The following map page entitled Exhibit A is for general location only and is not to be considered the official boundary map. For details of the lines and dimensions of the parcels within the District, reference is made to the

Orange County Assessor's Parcel Maps for fiscal year 2012/2013, which are also incorporated herein by reference.

The individual assessments for each parcel in the City of Placentia Landscape Maintenance District No. 92-1 are contained in a list of proposed assessments entitled Exhibit "B" which shall be on file in the office of the City Clerk of the City.

***EXHIBIT A***

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**ASSESSMENT DIAGRAM**

**LANDSCAPE MAINTENANCE**

**DISTRICT 92-1**

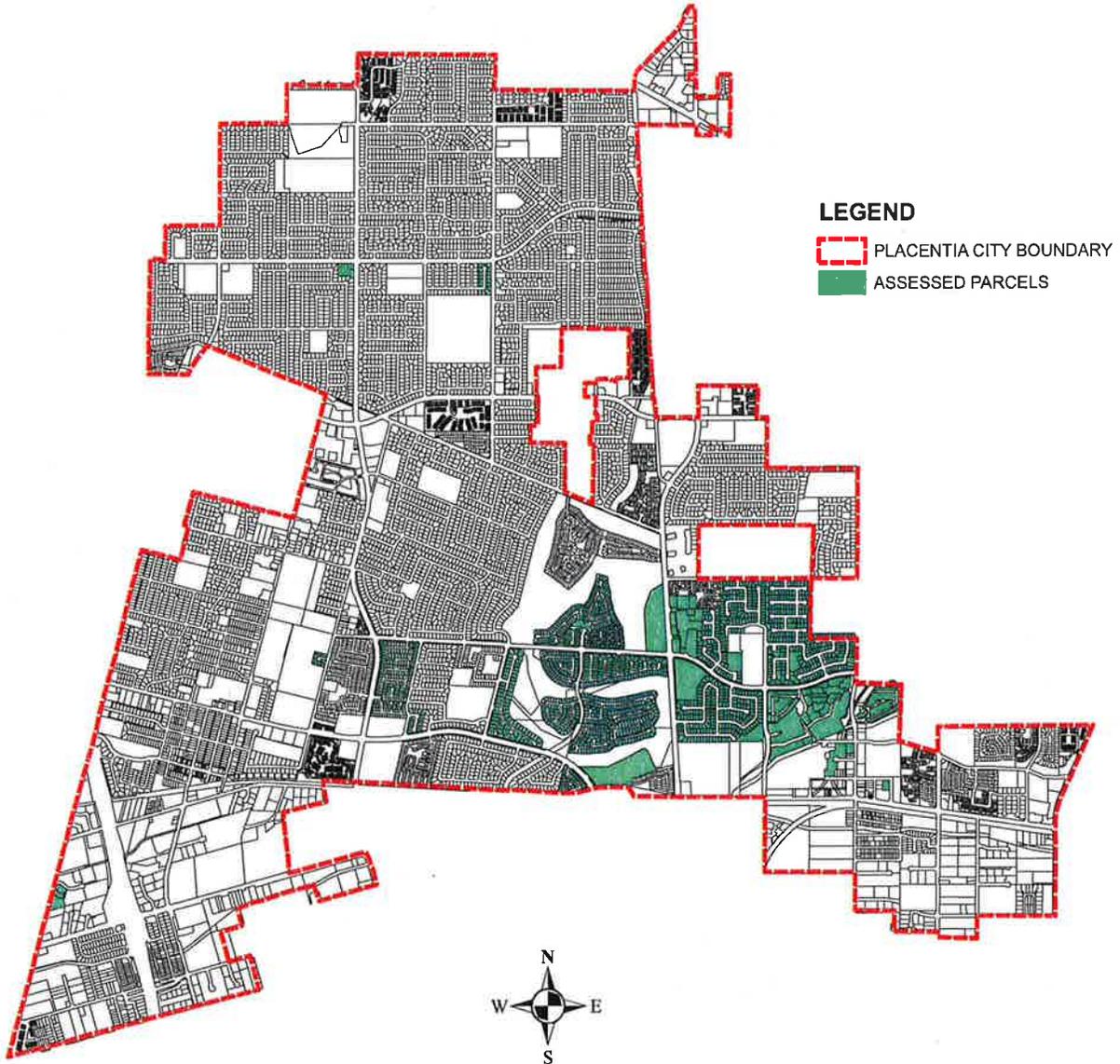
**2012/2013**

**(ON FILE WITH CITY CLERK)**

# ASSESSMENT DIAGRAM

## LANDSCAPE MAINTENANCE DISTRICT NO. 92-1 FISCAL YEAR 2011/2012

CITY OF PLACENTIA  
COUNTY OF ORANGE  
STATE OF CALIFORNIA



***EXHIBIT B***

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**ASSESSMENT ROLL**

**LANDSCAPE MAINTENANCE**

**DISTRICT 92 - 1**

**2012/2013**

**(ON FILE WITH CITY CLERK)**



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: PUBLIC WORKS DIRECTOR

DATE: AUGUST 7, 2012

SUBJECT: **PUBLIC HEARING TO PROVIDE FOR THE ANNUAL LEVY OF ASSESSMENT FOR THE CITY OF PLACENTIA STREET LIGHTING DISTRICT 81-1**

**FINANCIAL**

IMPACT: (RECOUPED THROUGH ASSESSMENTS): \$134,739.52  
SINGLE FAMILY RESIDENTIAL: \$27.38/PARCEL  
COMMERCIAL/INDUSTRIAL: \$164.28/ACRE  
TENTATIVE/FINAL MAP: \$8.21/UNIT

**SUMMARY:**

The City of Placentia administers Street Lighting District 81-1. Property owners in the district pay an assessment on their property tax bill for the maintenance of lighting. Each year, the City Council must order the preparation of an Engineer's Report which determines the amount of the assessment to be levied and reconfirms the boundaries and composition of the district. Based on the Engineer's Report the rate for Fiscal Year 2012-13 for Street Lighting District 81-1 will remain the same at \$27.38 per parcel, which is the maximum allowed by law for this district without a new vote of the residents to approve a rate adjustment. This action requests that the City Council open the public hearing to receive testimony and upon conclusion of the public hearing adopt resolutions approving the Engineer's Report and setting the annual levy of assessment for Fiscal Year 2012-13.

**RECOMMENDATION:**

It is recommended that City Council take the following actions:

1. Conduct a Public Hearing concerning the levy and collection of assessments within the Placentia Street Lighting District 81-1 and consider all objections to the assessment, and
2. Adopt Resolution No. R-2012-\_\_, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA APPROVING THE ENGINEER'S "REPORT" FOR ANNUAL LEVY OF ASSESSMENT FOR FISCAL YEAR 2012/2013 IN STREET LIGHTING DISTRICT No. 81-1 LOCATED WITHIN THE CITY OF PLACENTIA, and
3. Adopt Resolution No. R-2012-\_\_, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA CONFIRMING A DIAGRAM AND ASSESSMENT AND PROVIDING FOR ANNUAL ASSESSMENT LEVY FOR FISCAL YEAR 2012-2013 IN STREET LIGHTING DISTRICT 81-1 LOCATED WITHIN THE CITY OF PLACENTIA.

**2b**

**August 7, 2012**

**DISCUSSION:**

The Landscaping and Lighting Act of 1972 (Streets and Highways Code §§22500-22647) requires that the City undertake certain proceedings for any fiscal year during which assessments are to be levied and collected upon private property. These proceedings are usually accomplished at two separate Council meetings.

On June 5, 2012, the City Council adopted a resolution declaring its intention to provide for the Annual Levy of Assessments for Street Lighting District 81-1 and setting the time and date for a public hearing.

The Annual Levy of Assessments is for the purpose of providing street light, energy and maintenance and means of assessment for same as shown in the attachments.

Documents to provide for the Annual Levy have been prepared by the Assessment Engineer contracted with the City and herewith presented for City Council approval as follows:

- Resolution confirming a Diagram and Assessment, providing for Annual Assessment Levy (Exhibit 1)
- Engineer's Report (Exhibit 2)
- Assessment Diagram (Exhibit 3)
- Assessment Roll (On File With The City Clerk)

Staff is recommending that Council proceed with the Public Hearing and adoption of the Resolution.

Although verbal testimony may be taken, protests must be in writing and filed with the City Clerk. No written protests have been filed as of the date of this report. The City Clerk will bring to Council's attention any written protest received subsequently.

**FINANCIAL IMPACT:**

The proposed Assessment Units "AU" for FY 2012-2013, have not changed from those of FY 2011-2012. The Assessment Units are currently at the maximum allowed without a vote of property owners as required by Proposition 218. The estimated revenue is \$134,739.52. Expenditures are estimated to be \$380,700. This leaves a shortfall of \$245,960 which will be subsidized by the General Fund.

Submitted by:

Reviewed and approved:



Steve Drinovsky  
Director of Public Works

Troy L. Butzlaff, ICMA-CM  
City Administrator

- Attachments:
- Resolutions
  - Engineer's Report
  - Assessment Diagram
  - Assessment Roll (On File With City Clerk)

**RESOLUTION NO. R-2012-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA APPROVING THE ENGINEER'S "REPORT" FOR ANNUAL LEVY OF ASSESSMENT FOR FISCAL YEAR 2012/2013 IN STREET LIGHTING DISTRICT No. 81-1 LOCATED WITHIN THE CITY OF PLACENTIA**

**A. Recitals.**

(i). The CITY COUNCIL of the CITY OF PLACENTIA, CALIFORNIA, pursuant to the provisions of Division 15, Part 2, of California Streets and Highways Code, did, by previous Resolution, order the preparation of an Engineer's Report ("Report") for the annual levy of assessments, consisting of plans and specifications, an estimate of the cost, a diagram of the District and an assessment relating to what is known and designated as

CITY OF PLACENTIA  
STREET LIGHTING DISTRICT NO. 81-1

(ii). there has now been presented to this City Council the Report, as required by the California Streets and Highways Code, and as previously directed by Resolution No. R-2012- .

(iii). This City Council has now carefully examined and reviewed the Report as presented, and is satisfied with each and all of the items and documents set forth therein, and is satisfied that the assessments, on a preliminary basis, have been spread in accordance with the benefits received from the maintenance to be performed, as set forth in said Report.

(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. The Recitals, Part A., set forth above, are true and correct.

2. The Report as presented, and containing the following:

- A. Plans and specifications;
- B. Estimate of cost;
- C. Diagram of the District; and
- D. Assessment of the estimated cost;

hereby is approved and is ordered filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

3. The City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall reflect the presentation of the Engineer's Report.

PASSED, ADOPTED AND APPROVED this 7<sup>th</sup> day of August, 2012.

---

JEREMY B. YAMAGUCHI, MAYOR

ATTEST:

---

PATRICK J. MELIA, CITY CLERK

I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Placentia, held on the 7<sup>th</sup> day of August, 2012, 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-2012-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA CONFIRMING A DIAGRAM AND ASSESSMENT AND PROVIDING FOR ANNUAL ASSESSMENT LEVY FOR FISCAL YEAR 2012-2013 IN STREET LIGHTING DISTRICT 81-1 LOCATED WITHIN THE CITY OF PLACENTIA**

**A. Recitals.**

(i) The City Council has initiated proceedings for the annual levy of the assessments for a street lighting district pursuant to the terms and provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code, in a district known and designated as

CITY OF PLACENTIA  
STREET LIGHTING DISTRICT NO. 81-1.

(ii) The City Council has ordered the preparation of a report, and the City Engineer has prepared and filed with this City Council a report pursuant to law for its consideration, and subsequently thereto this City Council did adopt its Resolution of Intention to levy and collect assessments for the fiscal year commencing July 1, 2012 and ending June 30, 2013 relating to the above-referenced District.

(iii) This City Council gave notice of the time and place of public hearing on all matters relating to said annual levy of the proposed assessment.

(iv) At this time this City Council has heard all testimony and evidence and is desirous of proceeding with said annual levy of assessments.

(v) All legal prerequisites to the adoption of this Resolution have occurred.

**B. Resolution.**

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

1. The Recitals, Part A., above, are true and correct.

2. Upon the conclusion of the public hearing, written protests filed and not withdrawn did not represent property owners owning more than fifty percent (50%) of the area of assessable lands within the District, and all protests are overruled and denied.

3. This City Council hereby confirms the diagram and assessment, as set forth in the Engineer's Report, and orders the annual levy of the assessment for fiscal year commencing July 1, 2012 and ending June 30, 2013, and in the amounts as set forth in the Engineer's Report and as referred to in the Resolution of Intention, as previously adopted relating to said annual assessment levy.

4. That the diagram and assessment, as set forth and contained in said Report, hereby are confirmed and adopted by this City Council.

5. That the adoption of this Resolution constitutes the levy of the assessment for fiscal year 2012/2013.

6. That the estimates of costs, the assessment diagram, the assessments and all other matters, as set forth in the Engineer's Report, pursuant to said Landscaping and Lighting Act of 1972, as submitted, hereby are approved, adopted and confirmed.

7. The maintenance works of improvements contemplated by the Resolution of Intention shall be performed pursuant to law, and the County Auditor shall enter on the County Assessment Roll the amount of the Assessment, and said assessment shall then be collected at the same time and in the same manner as the County taxes are collected. After collection by said County, the net amount of the assessment shall be paid to the City Treasurer of the City of Placentia.

8. The City Treasurer has previously established a special fund known as the

CITY OF PLACENTIA  
STREET LIGHTING DISTRICT NO. 81-1

into which the City Treasurer shall place all monies collected by the Tax Collector pursuant to the provisions of this Resolution and law, and said transfer shall be made and accomplished as soon as said monies have been made available to said City Treasurer.

9. The City Clerk hereby is ordered and directed to file a certified copy of the diagram and assessment roll with the County Auditor, together with a certified copy of this Resolution, upon its adoption.

10. A certified copy of the assessment and diagram shall be filed in the office of the City Engineer, with a duplicate copy on file in the office of the City Clerk and open for public inspection.

PASSED, ADOPTED AND APPROVED this 7<sup>th</sup> day of August, 2012.

JEREMY B. YAMAGUCHI, MAYORS

ATTEST:

PATRICK J. MELIA, CITY CLERK

I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Placentia, held on the 7<sup>th</sup> day of August, 2012, 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  
IFORNIA



# City of Placentia

## Street Lighting District No. 81-1

2012/2013 ENGINEER'S ANNUAL LEVY REPORT

Intent Meeting: June 5, 2012  
Public Hearing: July 17, 2012

27368 Via Industria  
Suite 110  
Temecula, CA 92590  
T 951.587.3500 | 800.755.6864  
F 951.587.3510

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



**AFFIDAVIT FOR THE ENGINEER'S ANNUAL LEVY REPORT**

**CITY OF PLACENTIA  
STREET LIGHTING DISTRICT**

The undersigned represent that the assessments for the City of Placentia Street Lighting District No. 81-1 have been apportioned in direct accordance with the benefits that each parcel receives from the improvements.

Willdan Financial Services

Assessment Engineer

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Beatrice Medina,  
Project Manager,  
District Administration Services

---

Richard Kopecky  
R. C. E. # 16742

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

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## I. OVERVIEW

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### A. INTRODUCTION

Pursuant to the order of the City Council of the City of Placentia (herein after referred to as the "City ") and in compliance with the requirements of Article 4 of Chapter 1 of the "Landscaping and Lighting Act of 1972" (herein after referred to as the "1972 Act"), being Part 2 of Division 15, Sections 22500 through 22679 of the Streets and Highways Code of the State of California, this Report presents the engineering analysis for fiscal year 2012/2013 of the district known as:

Street Lighting District No. 81-1  
City of Placentia

The City Council adopted Resolution No. 81-R-133 on June 2, 1981, which initially formed Street Lighting District No. 81-1 (hereinafter referred to as the "District") and confirmed assessments for fiscal year 1981/1982. This District, utilizing benefit assessments, finances the cost of providing maintenance and operation of a street lighting system in portions of the City. This report presents the findings and engineering analysis, covers the levy of the annual assessments for the 2012/2013 fiscal year and identifies proposed changes to the District structure, including annexations and additions or changes in the District improvements.

The 1972 Act permits the establishment of assessment districts for the purpose of providing certain public improvements, which include maintenance and operations of street lights. The 1972 Act requires that assessments be levied according to benefit rather than according to assessed value.

Section 22573 of the 1972 Act provides that:

*"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."*

The 1972 Act also permits the designation of zones of benefit for the classification of various areas within an assessment district into different zones.

Section 22574 of the 1972 Act provides that:

*"by reason of variations in the nature, location, and extent of the improvements, the various areas will receive differing degrees of benefit from the improvements. A zone shall consist of all territory which will receive substantially the same degree of benefit from the improvements."*

## **B. IMPROVEMENTS AUTHORIZED BY THE 1972 ACT**

As applicable or may be applicable to this proposed District, the 1972 Act defines improvements to mean one or any combination of the following:

- The installation or construction of public lighting facilities.
- The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
- The maintenance or servicing, or both, of any of the foregoing.
- The acquisition of any existing improvement otherwise authorized pursuant to this section.

Incidental expenses associated with the improvements including, but not limited to:

- The cost of preparation of the report, including plans, specifications, estimates, diagram, and assessment;
- The costs of printing, advertising, and the publishing, posting and mailing of notices;
- Compensation payable to the County for collection of assessments;
- Compensation of any engineer or attorney employed to render services;
- Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements;
- Any expenses incidental to the issuance of bonds or notes pursuant to Section 22662.5.
- Costs associated with any elections held for the approval of a new or increased assessment.

The 1972 Act defines "maintain" or "maintenance" to mean furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Repair, removal, or replacement of all or any part of any improvement.

- Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.
- The removal of trimmings, rubbish, debris, and other solid waste.
- The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

Furthermore, the 1972 Act specifies that where the cost of improvements (other than maintenance and operations) is greater than can be conveniently raised from a single annual assessment, an assessment to be levied and collected in annual installments. In that event, the governing body may choose to do any of the following:

- Provide for the accumulation of the moneys in an improvement fund until there are sufficient moneys to pay all or part of the cost of the improvements.
- Provide for a temporary advance to the improvement fund from any available and unencumbered funds of the local agency to pay all or part of the cost of the improvements and collect those advanced moneys from the annual installments collected through the assessments.
- Borrow an amount necessary to finance the estimated cost of the proposed improvements. The amount borrowed, including amounts for bonds issued to finance the estimated cost of the proposed improvements.

### **C. COMPLIANCE WITH CURRENT LEGISLATION**

In November 1996 voters of the State of California passed Proposition 218, which added Article XIID to the California Constitution that established specific requirements for assessments. Article XIID required that all assessments comply with stated provisions by July 1, 1997, unless an assessment district meets certain exemptions. The exemptions from substantive and procedural requirements are set forth in Section 5 of Article XIID and include the following:

*“(a) Any assessment imposed exclusively to finance the capital costs or maintenance and operation expenses for sidewalks, streets, sewers, water, flood control, drainage systems or vector control.”*

*“(b) Any assessment imposed pursuant to a petition signed by the persons owning all of the parcels subject to the assessment at the time the assessment is initially imposed. Subsequent increases in such assessments shall be subject to the procedures and approval process set forth in Section 4.”*

The assessments for this District qualify, under provision (b) quoted above, as existing assessments imposed pursuant to a petition signed by the persons owning all of the parcels subject to the assessments at the time the assessments were initially imposed with the District funding items that are considered exempt under provision (a) quoted above, specifically street improvements based on the definitions of streets provided by the Office of the Controller for the State of California in the Guidelines Relating to Gas Tax Expenditures published by the Division of Local Government Fiscal Affairs, which defined street improvements to include street lighting.

It is the Assessment Engineer's understanding that the City has determined that the highest assessment rates used to calculate the annual assessments in years prior to the approval of Proposition 218 established the maximum assessment rates. Therefore, so long as the proposed annual assessment rates do not exceed the maximum rates established prior to the passage of Proposition 218, assessment balloting is not required.

## ***II. BOUNDARIES OF DISTRICT***

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The boundaries of the District are coterminous with the city limits of the City and are shown on the map entitled Assessment Diagram, City of Placentia Street Lighting District No. 81-1. This map is currently on file in the office of the City Clerk and by reference is made part of this Report. For details of the lines and dimensions of the parcels within the District, reference is made to the Orange County Assessor's Parcel Maps for fiscal year 2012/2013, which are also incorporated herein by reference.

## ***III. PLANS AND SPECIFICATIONS***

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### **A. Purpose**

To establish benefit assessments for the operation, maintenance and servicing, as defined in the 1972 Act, of street lighting systems in developed and developing land parcels in the City.

### **Facilities and Improvements:**

The facilities and improvements within the District are defined as street light standards, their appurtenances and energy and maintenance costs to operate them. Street lighting systems in the District consist of Edison-owned lights as of the date of this report, as shown below:

	No. of Lights	Size of Lumens	Type of Light	Owner
	31	5,800	Sodium Vapor	S.C.E.
	43	9,500	Sodium Vapor	S.C.E.
	222	16,000	Sodium Vapor	S.C.E.
	518	22,000	Sodium Vapor	S.C.E.
<b>Total</b>	<b>814</b>			

**Scope of Work:**

Southern California Edison Company (S.C.E.) shall be the supplier of electrical energy for all of the above listed street lights as well as providing needed maintenance and replacements for those street lights owned by S.C.E. Costs for electrical energy and maintenance of S.C.E.-owned street lights shall be billed to the City by S.C.E. The City shall disburse payments to S.C.E. from the Special Fund established for the District. Costs incurred by the City for: administration, engineering, operations and other related requirements shall be paid from the District's Special Fund for those costs.

**Changes or Modifications to the District:**

Modifications to the District structure could include but are not limited to:

- Substantial changes or expansion of the improvements provided;
- Substantial changes in the service provided;
- Modifications or restructuring of the District including annexation or detachment of specific parcels;
- Revisions in the method of apportionment;
- Proposed new or increased assessments.

#### **IV. FINANCIAL ANALYSIS**

The 1972 Act provides that the total costs for providing the maintenance and servicing of the District facilities can be recovered in the assessment spread including incidental expenses. The latter can include engineering fees, legal fees, printing, mailing, postage, publishing and all other costs identified with the District proceedings. The 2012/2013 fiscal year expenditures for street lighting are estimated as follows:

Electricity	\$343,000 <sup>(1)</sup>
Telephone	0
Repair	20,000
Incidental Expenses	500
Assessment Engineer	7,500
Special Studies	0
Legal Services	1,200
Administration	<u>8,500</u>
<b>Total Expenses</b>	<b>\$380,700</b>

The revenues available are shown below:

Direct Benefit Assessments FY 2012/2013	\$134,740
General Fund Contribution	<u>245,960</u>
<b><u>Projected Total Revenues</u></b>	<b><u>\$380,700</u></b>

<sup>(1)</sup> This increase from prior year relates to a reassessment of actual street light consumption and now properly records all expenditures into one account within the Street Lighting District.

**Note:** The rate per AU (Assessment Unit) of \$27.38 has not increased from the prior year.

#### **V. METHOD OF APPORTIONMENT OF ASSESSMENT**

##### **A. Proposition 218 Benefit Analysis**

In conjunction with the provisions of the 1972 Act, the California Constitution Article XIID addresses several key criteria for the levy of assessments, notably:

Article XIID Section 2d defines District as follows:

*“District means an area determined by an agency to contain all parcels which will receive a special benefit from a proposed public improvement or property-related service”;*

Article XIID Section 2i defines Special Benefit as follows:

*“Special benefit” means a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large. General enhancement of property value does not constitute “special benefit.”*

Article XIID Section 4a defines proportional special benefit assessments as follows:

*“An agency which proposes to levy an assessment shall identify all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed. The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the property related service being provided. No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel.”*

This District was formed to establish and provide for the improvements that enhance the presentation of the surrounding properties and developments. These improvements will directly benefit the parcels to be assessed within the District. The assessments and method of apportionment is based on the premise that the assessments will be used to construct and install lighting improvements within the existing District as well as provide for the annual maintenance of those improvements, and the assessment revenues generated by District will be used solely for such purposes.

The costs of the proposed improvements have been identified and allocated to properties within the District based on special benefit. The improvements to be provided by this District and for which properties will be assessed have been identified as an essential component and local amenity that provides a direct reflection and extension of the properties within the District which the property owners and residents have expressed a high level of support.

The method of apportionment (method of assessment) set forth in the Report is based on the premise that each assessed property receives special benefits from the lighting improvements within the District, and the assessment obligation for each parcel reflects that parcel’s proportional special benefits as compared to other properties that receive special benefits.

To identify and determine the proportional special benefit to each parcel within the District, it is necessary to consider the entire scope of the improvements provided as well as the properties that benefit from those improvements. The improvements and the associated costs described in this Report, have been carefully reviewed and have been identified and allocated based on a benefit rationale and calculations that proportionally allocate the net cost of only those improvements determined to be of special benefit to properties within the District.

## **B. Benefit Analysis**

The methodology used fairly distributes the cost of the street lighting system in relation to the benefits received. For fiscal year 2012/2013, there are 3,981 parcels of property in the District, grouped into one of three benefit zones for assessment purposes. The District was originally established with five benefit zones (A through E) to distinguish variations in benefit. However, Zone C is no longer applicable. The five benefit zones originally established for the District include the following:

- Zone A: Single family residential, whether detached or condominium. There are 3,815 parcels currently included in this zone.
- Zone B: Commercial, industrial, churches, apartments, etc., either developed or in process of development. There are 132 parcels totaling 178.107 acres currently included in this zone.
- Zone C: Parcels in the former Santa Fe Lighting District No. 1. This zone designation was originally established to distinguish specific non-residential parcels that were previously part of the Santa Fe Lighting District No. 1 and were annexed to this District. Originally, the assessments for these parcels included a temporary loan. The loan recoupment has been satisfied and these parcels are now included as part of Zone B.
- Zone D: Parcels that have a recorded tentative or final map, but are not yet developed. There is 1 parcel currently included in this zone classification.
- Zone E: Open space, street areas, or landscape strip parcels are considered to receive no benefit. There are 33 parcels within the District that are classified by this zone designation and are exempt from assessment.

The basic methodology of apportionment developed for this District in 1981/1982 is based on assessment unit. This methodology assigns each residential parcel in Zone A one assessment unit (AU). The relationship between residential parcels in Zone A and acreage parcels in Zone B was established at six to one ratio, based on general density figures for the City. Zone C originally designated parcels that were part of the former Santa Fe Street Lighting District No. 1. The assessments for parcels in Zone C originally included the conversion improvement costs associated with these parcels and was spread over a four year period. These conversion costs have been satisfied and the Zone C parcels are now included in Zone B. Zone C has been eliminated. Zone D designates parcels where the final tract of parcel maps have been approved and recorded, however, construction is not yet in progress. This zone is assessed at 30% of one assessment unit per parcel or proposed parcels based on the approved tract map, whichever is the greater of the two.

A summary of assessment unit (AU) calculations for maintenance, service and incidentals follows:

Zone A:	3,815 parcels	x	1.00	=	3,815.0000 AU
Zone B:	178.107 acres	x	6.00	=	1,068.6420 AU
Zone D:	125 Units	x	0.30	=	<u>37.5000 AU</u>
TOTAL					<u>4,921.1420 AU</u>

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$$\text{Cost} = \$134,739.52 / 4,921.1420 \text{ AU} = \$27.38 / \text{AU}$$

The following zone assessments are rounded to the nearest even penny to satisfy requirements of the County Auditor/Controller.

Zone A Assessments

Each parcel is assessed at one assessment unit:

$$\$27.38 \times 1.00 = \$27.38 \text{ per parcel}$$

Zone B Assessments

Each acre is assessed at six assessment units:

$$\$27.38 \times 6.00 = \$164.28/\text{acre}$$

Zone D Assessments

Each unit or parcel (which ever is greater) is assessed at 0.30 assessment units:

$$\$27.38 \times 0.30 = \$8.21 \text{ per parcel or proposed parcel within the Tract}$$

## ***VI. SUMMARY***

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The Boundary Map and Diagram showing the boundaries of the District and zones of benefit is on file in the offices of the City Engineer and the City Clerk of the City where it is available for public inspection and is incorporated herein by reference. The following map page entitled Exhibit "A" is for general location only and is not to be considered the official boundary map on file with the City Clerk. For details of the lines and dimensions of the parcels within the District (City), reference is made to the Orange County Assessor's Parcel Maps for fiscal year 2012/2013, which are also incorporated herein by reference.

The individual assessments for each parcel in the District are contained in a list of proposed assessments entitled Exhibit "B" which shall be on file in the office of the City Clerk of the City.

***EXHIBIT A***

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**ASSESSMENT DIAGRAM**

**STREET LIGHTING**

**DISTRICT 81-1**

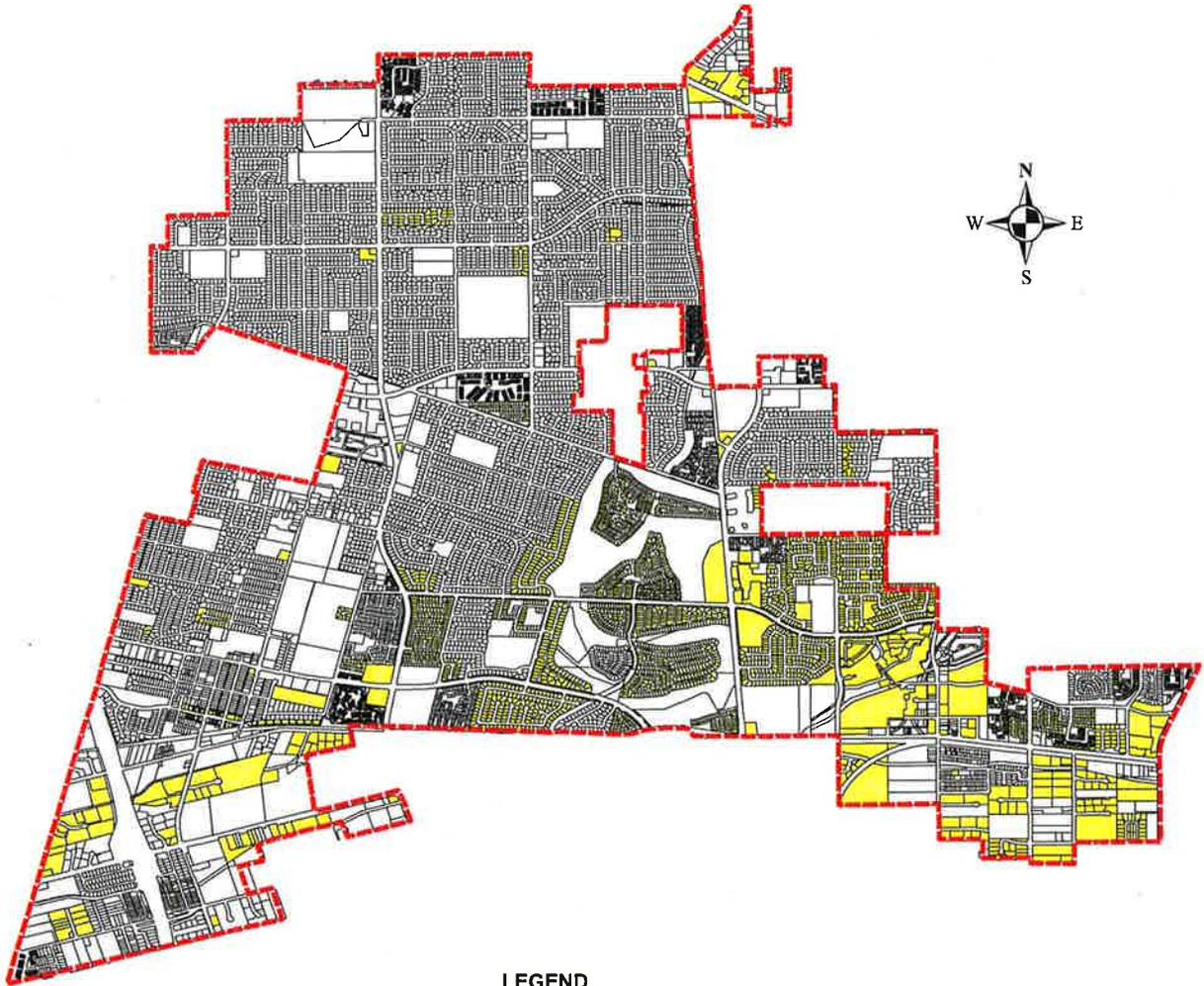
**2012/2013**

**(ON FILE WITH CITY CLERK)**

# ASSESSMENT DIAGRAM

## STREET LIGHTING DISTRICT NO. 81-1 FISCAL YEAR 2011/2012

CITY OF PLACENTIA  
COUNTY OF ORANGE  
STATE OF CALIFORNIA



### LEGEND

-  PLACENTIA CITY BOUNDARY
-  ASSESSED PARCELS

**EXHIBIT B**

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**ASSESSMENT ROLL**

**STREET LIGHTING**

**DISTRICT 81-1**

**2012/2013**

**(ON FILE WITH CITY CLERK)**



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

FROM: CITY ADMINISTRATOR

DATE: AUGUST 7, 2012

SUBJECT: UPDATE ON PLACENTIA METROLINK STATION AND CONSIDERATION OF A REDUCED SCOPE DESIGN ALTERNATIVE FOR THE DOWNTOWN PARKING STRUCTURE

FISCAL IMPACT: N/A

### **SUMMARY:**

The City has been working with the Orange County Transportation Authority (OCTA) for a number of years on the design and construction of a Metrolink Station and adjoining parking structure in the City's downtown. Due to unforeseen delays, primarily caused by a longer than expected schedule for completing the federal environmental process, construction of the Metrolink Station, which was originally scheduled to start in early 2013, has been pushed back by at least 6 months and will not likely begin construction until late summer 2013. With construction of the Metrolink Station delayed, which also affects the parking structure, City staff and its Architectural Design Firm have had additional time to review the original parking structure design and have devised a reduced scope alternative that appears to be more compatible with the height and massing of existing downtown structures and can be constructed at a significantly lower cost.

### **RECOMMENDATION:**

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

1. Receive an update on the status of the Placentia Metrolink Station; and
2. Review the design plans, including a reduced scope design alternative, for the downtown parking structure and provide appropriate direction to the City's Architectural Design Firm as to the final design.

### **DISCUSSION:**

The City has been working with the Orange County Transportation Authority (OCTA) for a number of years on the design and construction of a Metrolink Station in the City's downtown. Originally the Metrolink Station was to be put out to bid this fall and begin construction in early 2013. However, the project has been delayed pending completion of the federal environmental process which is now anticipated to be finished by May 2013. This delay, which was not anticipated, has now pushed back the project schedule by about 6 months.

In conjunction with the Metrolink Station, the City and OCTA have been collaboratively working on the design and construction of a multi-story parking structure on City owned property adjacent to the planned Metrolink Station (See Table 1). This structure is being designed to not only provide sufficient parking to meet the City's parking obligations for the Metrolink Station, but to accommodate additional parking for existing downtown businesses and future economic development opportunities the City is pursuing.

**3a**

**August 7, 2012**

TABLE 1



Originally, the City, through its Architectural Design Firm Baker/Nowicki Design, was pursuing a five-story parking structure with capacity to park up to 363 vehicles. As the design of the parking structure started to evolve, City staff and the Architectural Design Firm began to grow increasingly concerned over the height and massing of the proposed structure and whether the structure was compatible with the overall scale of existing downtown buildings. In addition, as the cost to construct the original parking structure became more clear and concerns regarding the City’s ability to finance the cost of construction were raised, staff decided it would be prudent to have the Architectural Design Firm examine a reduced scope design alternative. The reduced scope design consists of three levels and has the parking capacity for up to 247 vehicles. Table 2 shows both structures, the number of parking stalls, and relative height of each structure.

TABLE 2

**Comparative Views - From The East On The Tracks** **City of Placentia / OCTA Parking Structure**

**3+ Scheme**



Levels:	3 +
Heights:	
Top of Parapet	35'
Top of Elevator	49'
Parking Spaces:	240
Accessible Spaces:	7
<b>Total Spaces</b>	<b>247</b>

**5+ Scheme**



Levels:	5 +
Heights:	
Top of Parapet	52'
Top of Elevator	60'
Parking Spaces:	355
Accessible Spaces:	8
<b>Total Spaces</b>	<b>363</b>

**BakerNowicki**  
design studio

The cost to construct the original 363 space parking structure was estimated at \$9.1 Million (hard costs only). The reduced scope design has an estimated cost of \$6.6 Million (hard costs only). Although the reduced scope design yields fewer parking spaces overall, it still provides sufficient parking, when combined with surface parking, to satisfy the City's parking obligations for the Metrolink Station and still provide over 60 spaces for downtown use. More importantly, the reduced scope design offers a cost savings of over \$2.5 Million over the larger parking structure.

Staff has reviewed the reduced scope design with the City Council's Ad Hoc Downtown Parking Structure and Retail Plaza Committee (Yamaguchi and Nelson). The Ad Hoc Committee agrees that the reduced scope design satisfies the parking needs and is a more affordable option.

Staff is recommending that the City Council review the design plans, including the reduced scope alternative, and provide the City's Architectural Design Firm direction on the final design plan to proceed with. The requested action only provides direction to finalize the design plan which the City is required to submit to OCTA. The ultimate decision whether to proceed with the construction and the financing of the parking structure will come after the Metrolink Station has received environmental certification from the Federal Transportation Administration and is put out to bid so the actual project savings will be known. This is likely to occur sometime in early summer 2013.

Prepared and Approved by:



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Troy L. Butzlaff, ICMA-CM  
City Administrator



# Placentia City Council

## **AGENDA REPORT**

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF ADMINISTRATIVE SERVICES/COMMUNITY SERVICES

DATE: AUGUST 7, 2012

SUBJECT: **APPOINTMENTS TO FILL VACANCIES ON CITY COMMISSIONS AND COMMITTEES**

FISCAL  
IMPACT: NONE

### **SUMMARY:**

Each year, on a Fiscal Year basis, the City conducts a recruitment to fill expiring terms and vacancies on City Commissions and Committees. The following positions on the Cultural Arts Commission (4), Economic Development Committee (11), Financial Audit Oversight Committee (4), Heritage Festival Committee (1), Historical Committee (2), Planning Commission (2), Recreation and Parks Commission (2), Traffic Safety Commission (1), and Veterans Advisory Committee (2) need to be filled. Of the members appointed to the Financial Audit Oversight Committee, any combination of two for two-year term and two for three-year term may be used to obtain the maximum staggered terms (no more than three members of the commission expiring each year).

### **RECOMMENDATION:**

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

1. Entertain nominations and make necessary appointments to fill positions on the Cultural Arts Commission, Financial Audit Oversight Committee, Heritage Festival Committee, Historical Committee, Planning Commission, Recreation and Parks Commission, Traffic Safety Commission, and Veterans Advisory Committee, and
2. Direct Staff to re-open application/recruitment process for any remaining vacancies.

### **DISCUSSION:**

In April 2012, the City opened a recruitment to fill vacancies on nine (9) key Commissions and Committees. The application deadline was extended to June 28, 2012. On July 31 and August 1, 2012, the City Council conducted interviews with applicants who were seeking appointment to the open positions on the Cultural Arts Commission, Economic Development Committee, Financial Audit Oversight Committee, Heritage Festival Committee, Historical Committee, Planning Commission, Recreation and Parks Commission, Traffic Safety Commission, and Veterans Advisory Committee.

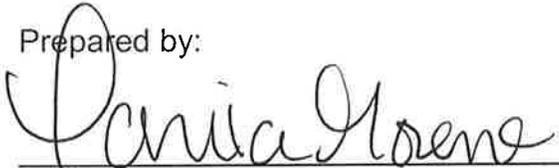
**4a**

**August 7, 2012**

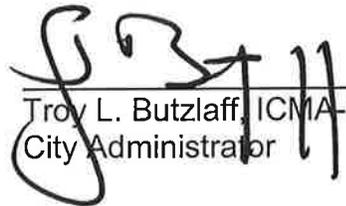
City Council appointments to fill the vacancies will help ensure that these Commissions and Committees can continue to operate effectively and with a full complement of members.

Due to the composition of the newly established Economic Development Committee, which is made up of representatives from six different business categories, Staff is recommending postponing appointments for this committee until additional outreach to specific business types and organizations can be completed.

Prepared by:

  
\_\_\_\_\_  
Tania Moreno  
Deputy City Clerk

Reviewed and approved:

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

Reviewed and approved:

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

Attachment:

Summary of Commissions, Committees, Vacancies, and Applicants

# SUMMARY OF COMMISSIONS, COMMITTEES, VACANCIES AND APPLICANTS

## **Cultural Arts Committee Four (4) Four-year terms**

Incumbent Applicants:

New Applicants:  
Maria G. Gibbs

## **Financial Audit Oversight Committee Two (2) Two-year terms Two (2) Three-year terms**

Incumbent Applicants:

Robert S. McKinnell  
David B. Mooberry  
Dwayne C. DeRose

New Applicants:  
Lori A. Jacklin  
James Chough-Jo  
Vincent Padilla

## **Heritage Festival Committee One (1) non-expiring terms**

Incumbent Applicants:

New Applicants:  
Gerry Carnevali (non-resident)

## **Historical Commission Two (2) non-expiring terms**

Incumbent Applicants:

New Applicants:  
Martin A. Chavez  
Roya Salamat (non-resident) – 2<sup>nd</sup> Veterans

## **Planning Commission Two (2) Four-year terms**

Incumbent Applicants:  
Thomas M. Solomonson  
Floyd L. Farano

New Applicants:  
Dana D. Hill – 2<sup>nd</sup> Rec & Parks, 3<sup>rd</sup> Senior Advisory  
Nadine M. Poth – 2<sup>nd</sup> Economic, 3<sup>rd</sup> Senior Advisory  
Santee Venegas (Not interviewed) – 2<sup>nd</sup> Cultural  
Arts, 3<sup>rd</sup> Rec & Parks

## **Recreation and Parks Commission Two (2) Four-year terms**

Incumbent Applicants:  
Ira J. Newman

New Applicants:  
Sharon J. Jackson  
Tricia M. Montelongo (Not interviewed) – 2<sup>nd</sup> Rec &  
Parks, 3<sup>rd</sup> Traffic Safety

## **Senior Advisory Committee No vacancies**

## **Traffic Safety Commission One (1) Four-year term**

Incumbent Applicants:  
Robert S. Gorman

New Applicants:  
Foster J. Ruppert

## **Veterans Advisory Committee Two (2) non-expiring terms**

Incumbent Applicants:

New Applicants:  
Kinya "Roger" Minami  
Michael E. Dolan

## **Economic Development**

New Applicants:  
Rosalina Davis  
Victoria C. Mouroulis (non-resident)  
Janet D. Levy (non-resident)  
Kenny W. Binnings (Not interviewed) - 2<sup>nd</sup> Rec &  
Parks, 3<sup>rd</sup> Planning, 4<sup>th</sup> AOC

Melanie J. Smissen-Coward - 2<sup>nd</sup> Rec & Parks