



## Regular Meeting Agenda

January 15, 2013

Placentia City Council

Placentia City Council as Successor to the

Placentia Redevelopment Agency

Placentia Industrial Commercial

Development Authority

Scott W. Nelson  
Mayor

Joseph V. Aguirre  
Mayor Pro Tem

Constance M. Underhill  
Council Member

Chad P. Wanke  
Council Member

Jeremy B. Yamaguchi  
Council Member

Patrick J. Melia  
City Clerk

Craig S. Green  
City Treasurer

Troy L. Butzlaff, ICMA-CM  
City Administrator

Andrew V. Arczynski  
City Attorney

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

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### *Mission Statement*

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

### *Vision Statement*

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

Copies of all agenda materials are available for public review in the Office of the City Clerk, online at [www.placentia.org](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.

**PLACENTIA CITY COUNCIL  
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE  
PLACENTIA REDEVELOPMENT AGENCY  
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY  
REGULAR MEETING AGENDA – EXECUTIVE SESSION  
January 15, 2013  
5:30 p.m. – City Council Chambers  
401 E. Chapman Avenue, Placentia, CA**

**CALL TO ORDER:**

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

**ORAL COMMUNICATIONS:**

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

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

**CITY COUNCIL:**

1. Pursuant to Government Code Section 54956.9(a) for Conference with Legal Counsel Regarding Existing Litigation – One (1) Item
  - a. Jones v. City of Placentia, Case No. 8:2012-CV-01878, California Central Court
2. Pursuant to Government Code Section 54956.9(b) for Conference with Legal Counsel Regarding Anticipated Litigation – One (1) Item
3. Pursuant to Government Code Section 54956.9(c) for Conference with Legal Counsel Regarding the Initiation of Litigation – Two (2) Items
4. Conference with Legal Counsel – Case Review/Planning – Government Code 54957.8:
  - a. Vacant 2.78 Acre Parcel Located at 1049 Golden Avenue APN: 334-021-03  
John Reischl, Olson Company
5. Pursuant to Government Code Section 54957 for Public Employee Performance Evaluations
  - a. City Administrator
  - b. City Attorney

**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  
January 15, 2013  
7:00 p.m. – City Council Chambers  
401 E. Chapman Avenue, Placentia, CA**

**CALL TO ORDER:**

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

**INVOCATION:** Police Chaplain Gary Drabek

**PLEDGE OF ALLEGIANCE:**

**PRESENTATIONS:** None

**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 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.m.):**

All items on the Consent Calendar are considered routine and are enacted by one motion approving the recommended action listed on the Agenda. Any Member of the City Council 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 – December 18, 2012**  
Recommended Action: Approve

- c. **City Fiscal Year 2012-13 Warrant Register for December 19, 2012 through January 15, 2013**  
Financial Impact: \$2,847,241.51  
Recommended Action: Approve

**COUNCIL CONSENT CALENDAR:**

- d. **Approval of 2013 Heritage Festival Date, Location, Theme and Parade Route**  
Financial Impact: To be determined  
Recommended Action: It is recommended that the City Council:  
1) Approve the Heritage Festival Committee's recommendation of event date, location, theme, and parade route
- e. **Approval of Amendment No. 3 to the Lease Agreement Between the City of Placentia and the Founders Society for Use of the Bradford House**  
Financial Impact: Expense: \$6,800 (Account No.: 404582-6201)  
Recommended Action: It is recommended that the City Council:  
1) Authorize the Mayor and City Clerk to sign the attached Amendment No. 3 agreement between the City and the Founders Society for the use, maintenance and upkeep of the Bradford House
- f. **Adoption of Resolution No. R-2013-01, Authorizing the City Administrator or his Designee to Execute all Necessary Documents for Securing Grant Funds from the United States Department of the Interior, Bureau of Reclamation for the Watersmart: Water and Energy Efficiency Grants for Fiscal Year 2013-14**  
Financial Impact: None at this time  
Recommended Action: It is recommended that the City Council:  
1) Adopt Resolution No. R-2013-01, A Resolution of the City Council of the City of Placentia, California, authorizing the City Administrator or his designee to execute all necessary documents for securing grant funds from the United States Department of the Interior, Bureau of Reclamation for the WaterSMART: Water and Energy Efficiency Grant
- g. **Release of Labor and Materials Bond and Performance Bond – Tract No. 16839 Orangethorpe at Van Buren (ETCO Homes)**  
Financial Impact: None  
Recommended Action: It is recommended that the City Council:  
1) Authorize the City Engineer to release bond No. 0570338 in the amount of \$224,198  
2) Authorize the City Engineer to release bond No. 0547035 in the amount of \$231,220
- h. **Recommendation to Approve Professional Service Agreement with Stantec Consulting Services, Inc. for Professional Engineering Services Related to the 2013 Safe Routes to School (SR2S) Program School Sign Compliance Project**  
Financial Impact: Expense: \$96,754  
Offsetting Revenue: \$409,000 Safe Routes to School Grant Funding & \$45,700 Community Facilities District Funds  
Budgeted: \$454,700 (Account No.: 333552-6185 J/L 61114)  
Recommended Action: It is recommended that the City Council:  
1) Approve professional services agreement with Stantec Consulting Services, Inc., in a form approved by the City Attorney for an amount not to exceed \$96,754 for traffic engineering design services

- 2) Authorize the City Administrator to execute all necessary documents to effectuate this agreement
- i. **Recommendation to Approve Agency-State Master Agreement No. 00108S and Program Supplement Agreement No. 0K01 Rev. 000 for the School Sign Compliance Project Utilizing Safe Routes to School Funding**  
Financial Impact: Expense: \$45,700  
 Offsetting Revenue: \$409,000 Safe Routes to School Grant Funding & \$45,700 Community Facilities District Funds  
 Budgeted: \$454,700 (Account No.: 333552-6185 J/L 61114)  
Recommended Action: It is recommended that the City Council:
- 1) Approve Administering Agency-State Maser Agreement No. 00108S, and Program Supplement Agreement No. 0K01 Rev. 000
  - 2) Adopt Resolution No. R-2013-02, A Resolution of the City Council of the City of Placentia, California, approving Administering Agency-State Master Agreement No. 00108S and Program Supplement Agreement No. 0K01 Rev. 000 with the State of California for Safe Routes to School Funding for the 2013 School Sign Compliance Project
- j. **Approve Resolution to Adopt Establishment of an Overall Annual Anticipated Disadvantaged Business Enterprise Participation Level (DBE) Goal of 11% for Federal Fiscal Year 2012-13**  
Financial Impact: None  
Recommended Action: It is recommended that the City Council:
- 1) Adopt Resolution No. R-2013-03, A Resolution of the City Council of the City of Placentia, California, approving and adopting the Annual Anticipated DBE Participation Level (AADPL) of 11% for Federal Fiscal Year (FFY) 2012-13
  - 2) Authorize the Mayor or City Administrator to execute all implementing DBE documents on behalf of the City to facilitate timely submission to the California Department of Transportation
- k. **Acceptance of Construction Work by VT Electric Inc. for the Park Lighting Improvement Project Phase 1**  
Financial Impact: Expense: \$163,180.21 Construction  
 Offsetting Revenue: \$163,180.21 Park Development  
 Budgeted: \$167,200 (Account No.: 333555-6185 J/L 6104740023-6185)  
Recommended Action: It is recommended that the City Council:
- 1) Accept the contract work by VT Electric Inc. for the Park Lighting Improvement Project Phase I in the total amount of \$163,180.21
  - 2) Authorize the City Administrator or designee to file a Notice of Completion with the Office of the Orange County Clerk-Recorder for the Project
  - 3) Authorize the City Administrator or his designee to release the retention in accordance with the terms of the contract
- l. **Amendment to the City's Conflict of Interest Code**  
Financial Impact: None  
Recommended Action: It is recommended that the City Council:
- 1) Adopt Resolution No. R-2013-04, A Resolution of the City Council of the City of Placentia, California, amending the City's Conflict of Interest Code
- m. **Approval of Resolution for Paying and Reporting the Value of Employer Paid Member Contributions to CalPERS**  
Financial Impact: Savings: \$30,000 Estimated in Fiscal Year 2012-13  
Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2013-05, A Resolution of the City Council of the City of Placentia, California, for paying and reporting the value of Employer Paid Member Contributions (EPMC)

**SUCCESSOR AGENCY CONSENT CALENDAR:** None

**ICDA CONSENT CALENDAR:** None

**2. PUBLIC HEARINGS:**

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

**COUNCIL:**

- a. **Public Hearing and Approval of Proposed Public Facility Improvement Project Grant Application for Community Development Block Grant (CDBG) Funding Process for Fiscal Year 2013-14**

Financial Impact: Positive grant funding, amount to be determined

Recommended Action: It is recommended that the City Council:

- 1) Open the hearing, receive public testimony, and close public hearing
- 2) Authorize the City Administrator to submit the application to the County of Orange and receive Community Development Block Grant Funds for the Pedestrian Accessibility Improvement Project Phase III for \$250,000 of CDBG Funds leveraged with \$40,000 in local funds for a total project cost of \$290,000

**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:**

- a. **Consideration of Continued Membership in Association of California Cities - Orange County**

Financial Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Consider whether to pay membership dues to the Association of California Cities-Orange County for calendar year 2013 and direct Staff as appropriate

- b. **Fiscal Year 2012-13 Budget Amendments**

Financial Impact: Expenses: \$207,000

Revenues: \$207,000

Recommended Action: It is recommended that the City Council:

- 1) Receive presentation on the City's Fiscal Year 2012-13 budget

- 2) Adopt Resolution No. R-2013-06, A Resolution of the City Council of the City of Placentia, California, authorizing a budget amendment in Fiscal Year 2012-13 in the aggregate amount of \$207,000 in compliance with the City Charter §§1206 and 1209 pertaining to appropriations for actual expenditures

**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 February 5, 2013.

**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 January 15, 2013 meetings of the City Council, Successor Agency, and Industrial Commercial Development Authority was posted on January 10, 2013.

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Tania Moreno, Deputy City Clerk

**PLACENTIA CITY COUNCIL  
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE  
PLACENTIA REDEVELOPMENT AGENCY  
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY  
REGULAR MEETING MINUTES – EXECUTIVE SESSION  
December 18, 2012  
6:00 p.m. – City Council Chambers  
401 E. Chapman Avenue, Placentia, CA**

**CALL TO ORDER:** Mayor/Board Chair Nelson called the meeting to order at 6:00 p.m.

**ROLL CALL:**

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

**ORAL COMMUNICATIONS:** None

**CITY COUNCIL:**

1. Pursuant to Government Code Section 54956.9(b) for Conference with Legal Counsel Regarding Anticipated Litigation – One (1) Item
2. Pursuant to Government Code Section 54956.9(c) for Conference with Legal Counsel Regarding the Initiation of Litigation – Two (2) Items
3. Pursuant to Government Code Section 54957 for Public Employee Performance Evaluations
  - a. City Administrator
  - b. City Attorney

**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; Assistant City Administrator, Ken Domer; Director of Administrative and Community Services, Steve Pischel; Director of Finance, Karen Ogawa; Director of Public Works, Steve Drinovsky; Police Chief, Rick Hicks; Finance Services Manager, Michael Nguyen; Accountant, Eric Hendrickson; City Clerk, Patrick Melia; Deputy City Clerk, Tania Moreno; City Clerk Specialist, Candice Martinez

**INVOCATION:** Police Chaplain Kenneth Milhander

**PLEDGE OF ALLEGIANCE:**

**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 that free sand bags would be distributed at the City Yard on December 2, 2012. He announced that Placentia Disposal would be coordinating Christmas tree pickups. He noted that City Hall would be closed starting Thursday, December 20, 2012 at 2 pm through January 1, 2013. He wished everyone happy holidays.

**ORAL COMMUNICATIONS:** None

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

Councilmember Underhill wished everyone happy holidays.

Councilmember Yamaguchi attended an event held by the Youth Leadership of America in Anaheim. He reported that Mayor Pro Tem Aguirre and he attended a dinner held by the American Legions last week. He reported that the Mayor and he attended the Placentia Police Awards Ceremony. He wished everyone happy holidays.

Councilmember Wanke attended the Orange County Supervisor Christmas lunch. He reported that Councilmember Yamaguchi and he served as the wise men at the Brea Church of Jesus Christ of Latter Day Saints. He reported that there has been a death in Orange County from the West Nile Virus. He provided the City Clerk’s Office an informational DVD from the Vector Control District. He wished everyone happy holidays.

Mayor Pro Tem Aguirre thanked the Police Department for assisting with the Cal State Fullerton situation. He wished everyone happy holidays.

Mayor Nelson reported that the Annual Las Posadas and Tamale Festival was a success and thanked everyone involved in the event. He congratulated the Police Department on the new Mobile Command Vehicle and for assisting Cal State Fullerton. He attended the Police Awards Ceremony. He expressed his condolences to the Newtown victim’s families. He wished everyone happy holidays.

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

A motion was made by Councilmember Wanke, seconded by Mayor Pro Tem Aguirre, to approve Consent Calendar Item Nos. 1.a. through 1.e. Councilmember Wanke pulled item 1.d. 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  
**(5 – 0, as recommended)**
  
- b. **Minutes**  
**City Council/Successor/ICDA Regular Meeting – November 20, 2012 and December 4, 2012**  
Recommended Action: Approve  
**(5 – 0, as recommended)**

- c. **City Fiscal Year 2012-13 Warrant Register for December 5, 2012 through December 18, 2012**  
Financial Impact: \$993,831.76  
Recommended Action: Approve  
**(5 – 0, as recommended)**

**COUNCIL CONSENT CALENDAR:**

- d. **June – October 2012 Treasurer’s Reports**  
Financial Impact: None  
Recommended Action: It is recommended that the City Council:
  - 1) Receive and file the June – October 2012 Treasurer’s Reports**(5 – 0, as recommended)**

City Treasurer Green provided a brief presentation of item 1.d. He noted that he met with the auditors and his concerns were addressed.

A motion was made by Councilmember Wanke, seconded by Councilmember Yamaguchi, and carried (5 – 0) to receive and file the June – October 2012 Treasurer’s Reports.

- e. **Acceptance of Construction Work by Micon Construction Inc. for the Neighborhood Park Facility and Accessibility Improvement Project**  
Financial Impact: Expense: \$229,320.27 Construction  
 Offsetting Revenue: \$229,320.27 CDBG and Park Development  
 Budgeted: \$240,500.00 (Account No.: 333554-6185 J/L 6109440133-6185)  
Recommended Action: It is recommended that the City Council:
  - 1) Accept the contract work by Micon Construction Inc. for the Neighborhood Park Facility and Accessibility Improvement Project in the total amount of \$229,320.27
  - 2) Authorize the City Administrator or designee to file a Notice of Completion with the office of the Orange County Clerk-Recorder for the project
  - 3) Authorize the City Administrator or his designee to release the retention in accordance with the terms of the contract**(5 – 0, as recommended)**

**SUCCESSOR AGENCY CONSENT CALENDAR:** None

**ICDA CONSENT CALENDAR:** None

**2. PUBLIC HEARINGS:**

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

**COUNCIL:** None

**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:**

a. **Discussion and Direction Regarding Annual City Council Appointments to Various Intergovernmental Agencies, Associations, and City Subcommittees**

Financial Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Review the attached list of current appointments to the various intergovernmental agencies, associations, and City Subcommittees and make appointments as desired
- 2) Adopt Resolution No. R-2012-76, A Resolution of the City Council of the City of Placentia, California designating and appointing its representative and alternate to the Orange County Fire Authority's Board of Directors
- 3) Direct Staff to notify the various intergovernmental agencies and associations of the Council's decision

**(5 – 0, as recommended)**

City Attorney Arczynski provided a brief review of the appointment process and Form 806 Agency Report of Public Officials Appointments.

Discussion ensued among Staff and Council.

City Council agreed to use Form 806 and post the form on the website.

**Orange County Fire Authority Delegate:**

A motion was made by Underhill, seconded by Mayor Nelson, was carried (4 - 1) to appoint Mayor Pro Tem Aguirre to the Orange County Fire Authority Board of Directors.

AYES: Aguirre, Nelson, Underhill, Wanke

NOES: Yamaguchi

**Orange County Fire Authority Alternate:**

A motion was made by Mayor Nelson, seconded by Mayor Pro Tem Aguirre, was carried (5 - 0) to appoint Councilmember Wanke to the Orange County Fire Authority Board of Directors.

AYES: Aguirre, Nelson, Underhill, Wanke, Yamaguchi

NOES: None

**League of California Cities Orange County Division Delegate:**

A motion was made by Councilmember Yamaguchi, seconded by Councilmember Wanke, was carried (5 – 0) to appoint Mayor Nelson to the League of California Cities Orange County Division.

AYES: Aguirre, Nelson, Underhill, Wanke, Yamaguchi

NOES: None

**League of California Cities Orange County Division Alternate:**

A motion was made by Mayor Nelson, seconded by Councilmember Wanke, was carried (5 – 0) to appoint Councilmember Yamaguchi to the League of California Cities Orange County Division.

AYES: Aguirre, Nelson, Underhill, Wanke, Yamaguchi

NOES: None

**City Selection Committee Delegate:**

A motion was made by Councilmember Yamaguchi, seconded by Councilmember Wanke, was carried (5 – 0) to appoint Mayor Nelson to the City Selection Committee.

AYES: Aguirre, Nelson, Underhill, Wanke, Yamaguchi

NOES: None

**City Selection Committee Alternate:**

A motion was made by Councilmember Yamaguchi, seconded by Councilmember Wanke, was carried (5 – 0) to appoint Councilmember Yamaguchi to the City Selection Committee.

AYES: Aguirre, Nelson, Underhill, Wanke, Yamaguchi

NOES: None

**Association of California Cities Orange County:**

A motion was made by Mayor Nelson, seconded by Councilmember Yamaguchi, was carried (5 – 0) to bring back the item and discuss the renewal of the ACC-OC membership.

AYES: Aguirre, Nelson, Underhill, Wanke, Yamaguchi

NOES: None

**Orange County Sanitation District Delegate:**

A motion was made by Councilmember Wanke, seconded by Councilmember Yamaguchi, was carried (5 – 0) to appoint Mayor Nelson to the Orange County Sanitation District.

AYES: Aguirre, Nelson, Underhill, Wanke, Yamaguchi

NOES: None

**Orange County Sanitation District Alternate:**

A motion was made by Councilmember Wanke, seconded by Councilmember Yamaguchi, was carried (5 – 0) to appoint Councilmember Underhill to the Orange County Sanitation District.

AYES: Aguirre, Nelson, Underhill, Wanke, Yamaguchi

NOES: None

**Orange County Vector Control Delegate: (No alternate needed)**

A motion was made by Councilmember Wanke, seconded by Councilmember Yamaguchi, was carried (5 – 0) to appoint Councilmember Underhill to the Orange County Vector Control District Board of Trustees.

AYES: Aguirre, Nelson, Underhill, Wanke, Yamaguchi

NOES: None

**Santa Ana River Flood Protection Agency Delegate:**

A motion was made by Mayor Pro Tem Aguirre, seconded by Councilmember Yamaguchi, was carried (5 – 0) to appoint Councilmember Yamaguchi to the Santa Ana River Flood Protection Agency.

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

**Santa Ana River Flood Protection Agency Alternate:**

A motion was made by Mayor Pro Tem Aguirre, seconded by Councilmember Yamaguchi, was carried (5 – 0) to appoint Councilmember Wanke to the Santa Ana River Flood Protection Agency.

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

**Southern California Association of Governments Delegate:**

A motion was made by Councilmember Wanke, seconded by Councilmember Yamaguchi, was carried (5 – 0) to appoint Mayor Nelson to the Southern California Association of Governments.

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

**Southern California Association of Governments Alternate:**

A motion was made by Mayor Nelson, seconded by Councilmember Wanke, was carried (5 – 0) to appoint Councilmember Yamaguchi to the Southern California Association of Governments.

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

**Placentia Community Foundation: (No Alternate Needed)**

A motion was made by Councilmember Wanke, seconded by Councilmember Yamaguchi, was carried (5 – 0) to appoint Councilmember Underhill to the Placentia Community Foundation.

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

**Downtown Parking Structure and Retail Development Subcommittee (Internal Committee) Delegate:**

A motion was made by Councilmember Wanke, seconded by Councilmember Yamaguchi, was carried (5 – 0) to appoint Mayor Pro Tem Aguirre to the Downtown Parking Structure and Retail Development Subcommittee.

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

**Downtown Parking Structure and Retail Development Subcommittee (Internal Committee) Alternate:**

A motion was made by Councilmember Wanke, seconded by Councilmember Yamaguchi, was carried (5 – 0) to appoint Councilmember Underhill to the Downtown Parking Structure and Retail Development Subcommittee.

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

**Finance and Investment Committee (Internal Committee) Delegate:**

A motion was made by Councilmember Yamaguchi, seconded by Councilmember Wanke, was carried (5 – 0) to appoint Mayor Nelson to the Finance and Investment Committee.

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

**Finance and Investment Committee (Internal Committee) Alternate:**

A motion was made by Councilmember Yamaguchi, seconded by Councilmember Wanke, was carried (5 – 0) to appoint Mayor Pro Tem Aguirre to the Finance and Investment Committee.

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

**Financial Audit Oversight Subcommittee (Internal Committee) Delegate:**

A motion was made by Councilmember Wanke, seconded by Councilmember Yamaguchi, was carried (5 – 0) to appoint Councilmember Underhill to the Financial Audit Oversight Subcommittee.

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

**Financial Audit Oversight Subcommittee (Internal Committee) Alternate:**

A motion was made by Councilmember Wanke, seconded by Councilmember Yamaguchi, was carried (5 – 0) to appoint Mayor Nelson to the Financial Audit Oversight Subcommittee.

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

**Heritage Festival Committee (Internal Committee) Delegate:**

A motion was made by Mayor Nelson, seconded by Councilmember Wanke, was carried (5 – 0) to appoint Councilmember Yamaguchi to the Heritage Festival Committee.

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

**Heritage Festival Committee (Internal Committee) Alternate:**

A motion was made by Mayor Nelson, seconded by Councilmember Wanke, was carried (5 – 0) to appoint Mayor Pro Tem Aguirre to the Heritage Festival Committee.

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

**Recycling Committee (Internal Committee) Delegate:**

A motion was made by Mayor Pro Tem Aguirre, seconded by Councilmember Yamaguchi, was carried (5 – 0) to appoint Councilmember Wanke to the Recycling Committee.

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

**Recycling Committee (Internal Committee) Alternate:**

A motion was made by Mayor Pro Tem Aguirre, seconded by Councilmember Yamaguchi, was carried (5 – 0) to appoint Councilmember Underhill to the Recycling Committee.

AYES: Aguirre, Nelson, Underhill, Wanke, Yamaguchi

NOES: None

**Yorba Linda Water District Subcommittee (Internal Committee):**

A motion was made by Councilmember Yamaguchi, seconded by Mayor Pro Tem Aguirre, was carried (5 – 0) to appoint Mayor Nelson to the Yorba Linda Water District Subcommittee.

AYES: Aguirre, Nelson, Underhill, Wanke, Yamaguchi

NOES: None

**Yorba Linda Water District Subcommittee (Internal Committee):**

A motion was made by Councilmember Yamaguchi, seconded by Mayor Pro Tem Aguirre, was carried (5 – 0) to appoint Councilmember Wanke to the Yorba Linda Water District Subcommittee.

AYES: Aguirre, Nelson, Underhill, Wanke, Yamaguchi

NOES: None

**b. Appointment of Members to the Economic Development Committee**

Financial Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Upon recommendation of the Mayor, appoint nine (9) individuals to a three (3) year term on the Economic Development Committee
- 2) Upon recommendation of the Mayor, appoint two (2) alternate members to a two (2) year term on the Economic Development Committee

**(5 – 0, as recommended)**

A motion was made by Councilmember Wanke, seconded by Mayor Pro Tem Aguirre and carried (5 – 0) to approve upon recommendation of the Mayor, the appointment of nine (9) individuals to a three (3) year term on the Economic Development Committee; and to approve upon recommendation of the Mayor, the appointment of two (2) alternate members to a two (2) year term on the Economic Development Committee.

**Economic Development Committee (Internal Committee) Delegates:**

*Rosalina Davis  
Richard Landfield  
David Nickey  
Michael McAdam  
Melanie Smissen-Coward*

*Dr. Kenny Binnings  
Floyd Farano  
Jo Ann Sowards  
Sandy Patel*

**Economic Development Committee (Internal Committee) Alternates:**

*Victoria Mouroulis*

*Janet Levy*

c. **Presentation of the Comprehensive Annual Financial Report and Single Audit Report for the Period Ended June 30, 2012**

Financial Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Receive and file the Comprehensive Annual Financial Report for the period ended June 30, 2012
- 2) Receive and file the Single Audit Report for the period ended June 30, 2012

**(5 – 0, as recommended)**

City Administrator Butzlaff reported that the Comprehensive Annual Financial Report for the period ended June 30, 2012 came back clean. He noted that this was accomplished due to procedural changes, new Staff, department leadership, and policies.

Director of Finance Ogawa noted that the City goal is to receive a clean audit. She thanked Council and Staff for their support. She recognized City Treasurer Green and the Financial Audit Oversight Committee members.

City Council commended and thanked Staff for their work.

A motion was made by Councilmember Wanke, seconded by Councilmember Yamaguchi, and carried (5 – 0) to receive and file the Comprehensive Annual Financial Report for the period ended June 30, 2012; and to receive and file the Single Audit Report for the period ended June 30, 2012.

**CITY COUNCIL/BOARD MEMBERS REQUESTS:**

Councilmember Yamaguchi requested that Council give direction to Staff to bring back for discussion the renewal of the ACC-OC membership.

Councilmember Underhill requested that Council give direction to Staff to bring back a financial update.

**ADJOURNMENT:**

The City Council/Successor Agency/ICDA Agency Board of Directors adjourned to January 1, 2013 at 4:00 p.m. in memory of Carlos Felipe.

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SCOTT W. NELSON  
MAYOR/AGENCY CHAIR

ATTEST:

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PATRICK J. MELIA, CITY CLERK/AGENCY  
SECRETARY

**City of Placentia  
Warrant Register  
For 01/15/2013**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
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**Grand Total: 2,847,241.51**

Warrant Totals by ID	
AP	2,772,951.63
EP	74,289.88
IP	0.00
OP	0.00

Warrant Totals by Fund	
101-General Fund	1,442,438.35
208-Successor Agency Ret Oblg Fnd	1,053.00
225-Asset Seizure	560.88
260-Street Lighting District	30,520.88
265-Landscape Maintenance	59,377.32
275-Sewer Maintenance	5,643.28
280-Misc Grants Fund	38,147.05
401-City Capital Projects	723,557.98
501-Refuse Administration	219,069.21
601-Employee Health & Welfare	196,106.66
605-Risk Management	3,509.38
615-Information Technology	16,700.72
620-Citywide Services	102,462.80
701-Special Deposits	8,094.00

**Void Total: 0.00**  
**Warrant Total: 2,847,241.51**

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

**Warrant Total: 2,847,241.51**

**City of Placentia  
Warrant Register  
For 01/08/2013**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
EP	ACOSTA, JOAQUIN E000017	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK1218A	210.74	JANUARY 13		00004083	01/01/2013
		<b>Vendor Total:</b>			<b>210.74</b>				
EP	ALDWIR, MAMOUN E000113	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK1218A	1,330.00	JANUARY 13		00004084	01/01/2013
		<b>Vendor Total:</b>			<b>1,330.00</b>				
EP	ANDERSON, MARLA E000071	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK1218A	811.00	JANUARY 13		00004085	01/01/2013
		<b>Vendor Total:</b>			<b>811.00</b>				
EP	ARMSTRONG, JOHN T E000046	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK1218A	1,198.00	JANUARY 13		00004086	01/01/2013
		<b>Vendor Total:</b>			<b>1,198.00</b>				
EP	BABCOCK, CHARLES A E000015	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK1218A	283.00	JANUARY 13		00004087	01/01/2013
		<b>Vendor Total:</b>			<b>283.00</b>				
EP	BEALS, SHARLENE E000076	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK1218A	210.74	JANUARY 13		00004088	01/01/2013
		<b>Vendor Total:</b>			<b>210.74</b>				
EP	BONESCHANS, DENNIS E000020	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK1218A	210.74	JANUARY 13		00004089	01/01/2013
		<b>Vendor Total:</b>			<b>210.74</b>				
EP	BUNNELL, DONALD E000062	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK1218A	536.48	JANUARY 13		00004090	01/01/2013
		<b>Vendor Total:</b>			<b>536.48</b>				
EP	BURGNER, ARTHUR E000074	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK1218A	536.48	JANUARY 13		00004091	01/01/2013
		<b>Vendor Total:</b>			<b>536.48</b>				
EP	CHANDLER, JOHN P E000109	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK1218A	919.00	JANUARY 13		00004092	01/01/2013
		<b>Vendor Total:</b>			<b>919.00</b>				

**City of Placentia  
Warrant Register  
For 01/08/2013**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
EP	CHANG, ROBERT E000107	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK1218A	919.00 1,330.00 JANUARY 13		00004093	01/01/2013
EP	COBBETT, GEOFFREY E000007	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK1218A	1,330.00 798.20 JANUARY 13		00004094	01/01/2013
EP	COOK, ARLENE M E000018	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK1218A	798.20 536.48 JANUARY 13		00004095	01/01/2013
EP	D'AMATO, ROBERT E000056	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK1218A	536.48 811.00 JANUARY 13		00004096	01/01/2013
EP	DAVID, PRESTON E000112	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK1218A	811.00 985.06 JANUARY 13		00004097	01/01/2013
EP	DAVIS, CAROLYN E000005	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK1218A	985.06 537.48 JANUARY 13		00004098	01/01/2013
EP	DELOS SANTOS, JAMIE E000045	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK1218A	537.48 997.00 JANUARY 13		00004099	01/01/2013
EP	DICKSON, ROBERTA JO E000011	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK1218A	997.00 210.74 JANUARY 13		00004100	01/01/2013
EP	DOWNNEY, CAROL E000082	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK1218A	210.74 536.48 JANUARY 13		00004101	01/01/2013
EP	DURNIL, RODNEY	JAN MEDICAL REIMBURSEMENT	395083-5161	Vendor Total: TK1218A	536.48 985.06 JANUARY 13		00004102	01/01/2013

**City of Placentia  
Warrant Register  
For 01/08/2013**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
	E000036		Health Insurance Premiums					
EP	ECKENRODE, NORMAN E000029	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK1218A	985.06 537.48	JANUARY 13	00004103	01/01/2013
EP	ELSTRO, ANN M E000027	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK1218A	537.48 536.48	JANUARY 13	00004104	01/01/2013
EP	ESCOBOSA, LILLIAN E000055	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK1218A	536.48 536.48	JANUARY 13	00004105	01/01/2013
EP	ESPINOZA, ROSALINDA E000016	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK1218A	536.48 441.00	JANUARY 13	00004106	01/01/2013
EP	FIGUEROA, DANIEL E000057	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK1218A	441.00 435.03	JANUARY 13	00004107	01/01/2013
EP	FISCHER, HAROLD A E000023	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK1218A	435.03 625.00	JANUARY 13	00004108	01/01/2013
EP	FRICKE, JUERGEN E000075	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK1218A	625.00 677.00	JANUARY 13	00004109	01/01/2013
EP	FULLER, GLENN H E000081	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK1218A	677.00 663.00	JANUARY 13	00004110	01/01/2013
EP	GALLANT, KAREN E000008	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK1218A	663.00 536.48	JANUARY 13	00004111	01/01/2013
				Vendor Total:	536.48			

**City of Placentia  
Warrant Register  
For 01/08/2013**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
EP	GARNER, JO ANN E000047	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK1218A	536.48	JANUARY 13		00004112	01/01/2013
			<b>Vendor Total:</b>		<b>536.48</b>				
EP	GARNER, KITTY E000080	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK1218A	997.00	JANUARY 13		00004113	01/01/2013
			<b>Vendor Total:</b>		<b>997.00</b>				
EP	GOMEZ, DANIEL E000049	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK1218A	536.48	JANUARY 13		00004114	01/01/2013
			<b>Vendor Total:</b>		<b>536.48</b>				
EP	GRIMM, DENNIS L E000042	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK1218A	419.00	JANUARY 13		00004115	01/01/2013
			<b>Vendor Total:</b>		<b>419.00</b>				
EP	HOCH, ELEANOR M E000078	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK1218A	210.74	JANUARY 13		00004116	01/01/2013
			<b>Vendor Total:</b>		<b>210.74</b>				
EP	ICMA RETIREMENT TRUST V000496	P/E 12/8/12 PD DATE 12/14/12	0043-2170 Deferred Comp Payable - ICMA	PY12025	50.00	2995/1201025		00004082	12/14/2012
EP	ICMA RETIREMENT TRUST V000496	P/E 12/8/12 PD DATE 12/14/12	0029-2170 Deferred Comp Payable - ICMA	PY12025	58.00	2995/1201025		00004082	12/14/2012
EP	ICMA RETIREMENT TRUST V000496	P/E 12/8/12 PD DATE 12/14/12	0010-2170 Deferred Comp Payable - ICMA	PY12025	7,982.32	2995/1201025		00004082	12/14/2012
EP	ICMA RETIREMENT TRUST V000496	P/E 12/8/12 PD DATE 12/14/12	0048-2170 Deferred Comp Payable - ICMA	PY12025	109.50	2995/1201025		00004082	12/14/2012
EP	ICMA RETIREMENT TRUST V000496	P/E 12/8/12 PD DATE 12/14/12	0037-2170 Deferred Comp Payable - ICMA	PY12025	50.00	2995/1201025		00004082	12/14/2012
EP	ICMA RETIREMENT TRUST V000496	P/E 12/22/12 PD DATE 12/28/12	0043-2170 Deferred Comp Payable - ICMA	PY12026	50.00	2995/1201026		00004044	12/28/2012
EP	ICMA RETIREMENT TRUST V000496	P/E 12/22/12 PD DATE 12/28/12	0048-2170 Deferred Comp Payable - ICMA	PY12026	107.63	2995/1201026		00004044	12/28/2012
EP	ICMA RETIREMENT TRUST V000496	P/E 12/22/12 PD DATE 12/28/12	0010-2170 Deferred Comp Payable - ICMA	PY12026	6,567.78	2995/1201026		00004044	12/28/2012

**City of Placentia  
Warrant Register  
For 01/08/2013**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000496		Deferred Comp Payable - ICMA						
EP	ICMA RETIREMENT TRUST V000496	P/E 12/22/12 PD DATE 12/28/12	0029-2170 Deferred Comp Payable - ICMA	PY12026	56.76	2995/1201026		00004044	12/28/2012
EP	ICMA RETIREMENT TRUST V000496	P/E 12/22/12 PD DATE 12/28/12	0037-2170 Deferred Comp Payable - ICMA	PY12026	50.00	2995/1201026		00004044	12/28/2012
			<b>Vendor Total:</b>		<b>15,081.99</b>				
EP	IRVINE, SUZETTE E000019	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK1218A	811.00	JANUARY 13		00004117	01/01/2013
EP	JENKINS, ROBERT E000084	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK1218A	811.00	JANUARY 13		00004118	01/01/2013
			<b>Vendor Total:</b>		<b>536.48</b>				
EP	JOHNSON, SHARON E000099	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK1218A	536.48	JANUARY 13		00004119	01/01/2013
EP	JONES, ROBERT E000053	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK1218A	536.48	JANUARY 13		00004120	01/01/2013
			<b>Vendor Total:</b>		<b>536.48</b>				
EP	JUDD, TERRELL E000115	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK1218A	146.32	JANUARY 13		00004121	01/01/2013
EP	JUDD, TERRELL E000115	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK1218A	146.32	JANUARY 13		00004121	01/01/2013
			<b>Vendor Total:</b>		<b>146.32</b>				
EP	KIRKLAND, RICHARD L E000110	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK1218A	1,315.08	JANUARY 13		00004122	01/01/2013
EP	KIRKLAND, RICHARD L E000110	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK1218A	1,315.08	JANUARY 13		00004122	01/01/2013
			<b>Vendor Total:</b>		<b>1,315.08</b>				
EP	LITTLE, DIANE M E000098	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK1218A	435.03	JANUARY 13		00004123	01/01/2013
EP	LITTLE, DIANE M E000098	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK1218A	435.03	JANUARY 13		00004123	01/01/2013
			<b>Vendor Total:</b>		<b>435.03</b>				
EP	LOWREY, B.J E000041	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK1218A	419.00	JANUARY 13		00004124	01/01/2013
EP	LOWREY, B.J E000041	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK1218A	419.00	JANUARY 13		00004124	01/01/2013
			<b>Vendor Total:</b>		<b>419.00</b>				

**City of Placentia  
Warrant Register  
For 01/08/2013**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
EP	MAERTZWEILER, MICHAEL E000032	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK1218A	276.00 537.48 JANUARY 13		00004125	01/01/2013
EP	MANNING, VEDA M E000063	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK1218A	537.48 210.74 JANUARY 13		00004126	01/01/2013
EP	MARMOLEJO, PACO E000068	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK1218A	210.74 1,330.00 JANUARY 13		00004127	01/01/2013
EP	MILANO, JAMES E000054	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK1218A	1,330.00 536.48 JANUARY 13		00004128	01/01/2013
EP	MILLER, RICHARD E000106	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK1218A	536.48 919.00 JANUARY 13		00004129	01/01/2013
EP	MONTOOTH, MARLENE E000021	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK1218A	919.00 210.74 JANUARY 13		00004130	01/01/2013
EP	MOORE, LARRY W E000044	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK1218A	210.74 1,330.00 JANUARY 13		00004131	01/01/2013
EP	NAJERA, ROBERT JR E000065	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK1218A	1,330.00 985.06 JANUARY 13		00004132	01/01/2013
EP	NISSEN, JANICE E000073	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK1218A	985.06 210.74 JANUARY 13		00004133	01/01/2013
EP	OLEA, ARLENE J	JAN MEDICAL REIMBURSEMENT	395083-5161	Vendor Total: TK1218A	210.74 1,315.08 JANUARY 13		00004134	01/01/2013

**City of Placentia**  
**Warrant Register**  
**For 01/08/2013**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	E000014		Health Insurance Premiums						
EP	ORTEGA, MANUEL E E000100	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK1218A	1,315.08	926.00 JANUARY 13		00004135	01/01/2013
EP	PALMER, GEORGE E000094	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK1218A	926.00	810.00 JANUARY 13		00004136	01/01/2013
EP	PASCUA, RAYNALD E000114	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK1218A	810.00	1,330.00 JANUARY 13		00004137	01/01/2013
EP	PASPALL, MIHAJLO E000085	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK1218A	1,330.00	407.64 JANUARY 13		00004138	01/01/2013
EP	PEREZ, ROBERT E000111	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK1218A	407.64	146.32 JANUARY 13		00004139	01/01/2013
EP	PICHON, WALTER E000103	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK1218A	146.32	255.43 JANUARY 13		00004140	01/01/2013
EP	PONCE, EDMUND M E000040	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK1218A	255.43	211.74 JANUARY 13		00004141	01/01/2013
EP	REDIFER, KIM R E000022	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK1218A	211.74	810.00 JANUARY 13		00004142	01/01/2013
EP	RENDEN, BRIAN E000083	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK1218A	810.00	1,153.00 JANUARY 13		00004143	01/01/2013
				Vendor Total:	1,153.00				

**City of Placentia**  
**Warrant Register**  
**For 01/08/2013**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
EP	REYES, ROGER T E000024	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK1218A	811.00	JANUARY 13		00004144	01/01/2013
		<b>Vendor Total:</b>			<b>811.00</b>				
EP	RICE, RUSSELL J E000059	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK1218A	973.00	JANUARY 13		00004145	01/01/2013
		<b>Vendor Total:</b>			<b>973.00</b>				
EP	RISHER, THOMAS A E000013	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK1218A	811.00	JANUARY 13		00004146	01/01/2013
		<b>Vendor Total:</b>			<b>811.00</b>				
EP	RITCHIE, SYLVIA E000072	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK1218A	536.48	JANUARY 13		00004147	01/01/2013
		<b>Vendor Total:</b>			<b>536.48</b>				
EP	RIVERA, AIDA E000026	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK1218A	210.74	JANUARY 13		00004148	01/01/2013
		<b>Vendor Total:</b>			<b>210.74</b>				
EP	ROACH, MICHAEL E000105	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK1218A	1,198.00	JANUARY 13		00004149	01/01/2013
		<b>Vendor Total:</b>			<b>1,198.00</b>				
EP	ROBB, SANDRA E000043	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK1218A	536.48	JANUARY 13		00004150	01/01/2013
		<b>Vendor Total:</b>			<b>536.48</b>				
EP	ROBERTSON, JAMES S E000093	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK1218A	210.74	JANUARY 13		00004151	01/01/2013
		<b>Vendor Total:</b>			<b>210.74</b>				
EP	RODARTE, JOE R E000034	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK1218A	663.00	JANUARY 13		00004152	01/01/2013
		<b>Vendor Total:</b>			<b>663.00</b>				
EP	ROKOSZ, KEN A E000035	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	TK1218A	435.03	JANUARY 13		00004153	01/01/2013
		<b>Vendor Total:</b>			<b>435.03</b>				

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EP	ROSE, RICHARD D E000050	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Vendor Total:</b> TK1218A	<b>435.03</b> 989.01	JANUARY 13		00004154	01/01/2013
EP	SALE, LEE R E000031	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Vendor Total:</b> TK1218A	<b>989.01</b> 536.48	JANUARY 13		00004155	01/01/2013
EP	SANCHEZ, LAURA E000058	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Vendor Total:</b> TK1218A	<b>536.48</b> 210.74	JANUARY 13		00004156	01/01/2013
EP	SANGOLUISA, ZORA G E000048	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Vendor Total:</b> TK1218A	<b>210.74</b> 210.74	JANUARY 13		00004157	01/01/2013
EP	SCHULTZ, DANIEL E000070	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Vendor Total:</b> TK1218A	<b>210.74</b> 435.03	JANUARY 13		00004158	01/01/2013
EP	SOMOYA, JOHN P E000089	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Vendor Total:</b> TK1218A	<b>435.03</b> 810.00	JANUARY 13		00004159	01/01/2013
EP	SOTO, PHILIP J E000052	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Vendor Total:</b> TK1218A	<b>810.00</b> 536.48	JANUARY 13		00004160	01/01/2013
EP	SPRAGUE, GARY A E000064	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Vendor Total:</b> TK1218A	<b>536.48</b> 1,198.00	JANUARY 13		00004161	01/01/2013
EP	TAYLOR, DAVID M E000088	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Vendor Total:</b> TK1218A	<b>1,198.00</b> 919.00	JANUARY 13		00004162	01/01/2013
EP	THOMANN, DARYLL L	JAN MEDICAL REIMBURSEMENT	395083-5161	<b>Vendor Total:</b> TK1218A	<b>919.00</b> 536.48	JANUARY 13		00004163	01/01/2013

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	E000101		Health Insurance Premiums						
EP	TOTH, STEVE E000067	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK1218A	536.48 810.00	JANUARY 13		00004164	01/01/2013
EP	TRIFOS, WILLIAM E000104	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK1218A	810.00 1,153.00	JANUARY 13		00004165	01/01/2013
EP	VAN HOUTEN, BROOKS E000028	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK1218A	1,153.00 210.74	JANUARY 13		00004166	01/01/2013
EP	VERSTYNEN, WILLIAM E000092	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK1218A	210.74 415.75	JANUARY 13		00004167	01/01/2013
EP	WAHL, KATHLEEN A E000030	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK1218A	415.75 210.74	JANUARY 13		00004168	01/01/2013
EP	WIEST, STEPHEN E000079	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK1218A	210.74 811.00	JANUARY 13		00004169	01/01/2013
EP	WORDEN, LARRY M E000116	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK1218A	811.00 1,153.00	JANUARY 13		00004170	01/01/2013
EP	ZAMORA, JERRY E000037	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK1218A	1,153.00 919.00	JANUARY 13		00004171	01/01/2013
EP	ZINN, JOHN E000009	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: TK1218A	919.00 985.06	JANUARY 13		00004172	01/01/2013
				Vendor Total:	985.06				

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				<b>Type Total:</b>	<b>74,289.88</b>				
MW OH	ABBA TERMITE & PEST CON V000087	DEC BEE TRAP SERVICE	433654-6130 Repair & Maint/Facilities	TK0107A	100.00	20266	P07235	00079016	01/15/2013
MW OH	ADAMSON POLICE PRODUC V007539	MARKING CARTRIDGES	103043-6162 Range Training	TK1219A	<b>100.00</b> 1,243.44	88070	P07984	00078924	12/20/2012
MW OH	AGUILAR, LAURA V006658	DEPOSIT REFUND-BACKS	100000-4385 / 79161-4385 Facility Rental	TK1219A	<b>1,243.44</b> 150.00	84258		00078925	12/20/2012
MW OH	ALBERT GROVER & ASSOCI V007111	ROSE DRIVE SIGNAL UPGRADE	333552-6185 / 6800140141-6185 Construction Services	TK0107A	<b>150.00</b> 16,547.96	12345-IN	P07533	00079017	01/15/2013
MW OH	ALL CITY MANAGEMENT SI V000005	11/18-12/1 CROSSING GUARD	103041-6099 Other Professional Services	TK1219A	<b>16,547.96</b> 3,346.28	29371	P07330	00078926	12/20/2012
MW OH	AMERICAN CAMPER SHELL V008758	LADDER RACK & BRACKETS	433658-6134 Vehicle Repair & Maintenance	TK0107A	<b>3,346.28</b> 1,126.41	44903	P08028	00079018	01/15/2013
MW OH	ANAHEIM FULLERTON TOW V006631	SEPT TOWING SERVICES	103041-6181 Towing Services	TK0107A	<b>1,126.41</b> 3,110.25	SEPT 12	P07690	00079019	01/15/2013
MW OH	ARAMARK UNIFORM SERV V004232	PW UNIFORMS	103650-6360 Uniforms	TK0107A	<b>3,110.25</b> 468.91	502-7461739	P07318	00079020	01/15/2013
MW OH	ARAMARK UNIFORM SERV V004232	PW UNIFORMS	103650-6360 Uniforms	TK0107A	79.18	502-7461740	P07318	00079020	01/15/2013
MW OH	ARAMARK UNIFORM SERV V004232	PW UNIFORMS	103650-6360 Uniforms	TK0107A	169.55	502-7479816	P07318	00079020	01/15/2013
MW OH	ARAMARK UNIFORM SERV V004232	PW UNIFORMS	103650-6360 Uniforms	TK0107A	121.57	502-7479817	P07318	00079020	01/15/2013

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	V004232		Uniforms						
MW OH	ARAMARK UNIFORM SERV/ PW UNIFORMS V004232		103650-6360 Uniforms	TK0107A	506.96	502-7497725	P07318	00079020	01/15/2013
MW OH	ARAMARK UNIFORM SERV/ PW UNIFORMS V004232		103650-6360 Uniforms	TK0107A	81.14	502-7497726	P07318	00079020	01/15/2013
			<b>Vendor Total:</b>		<b>1,427.31</b>				
MW OH	ARCZYNSKI, ANDREW V V005588	NOV LEGAL SERVICES	101005-6005 Legal Services	TK1219A	19,639.68	113012	P08000	00078927	12/20/2012
			<b>Vendor Total:</b>		<b>19,639.68</b>				
MW IP	AT&T V004144	NOV PHONE CHARGES	296561-6215 Telephone	ITK1214A	124.40	120112		00078900	12/13/2012
MW IP	AT&T V004144	NOV PHONE CHARGES	0010-1220 Accts Rec/Plac Library Dist	ITK1214A	7.76	120112		00078900	12/13/2012
MW IP	AT&T V004144	NOV PHONE CHARGES	431010-6215 Telephone	ITK1214A	1,079.75	120112		00078900	12/13/2012
			<b>Vendor Total:</b>		<b>1,211.91</b>				
MW IP	ATHENS SERVICES V006622	OCT STREET SWEEPING	374387-6099 Other Professional Services	ITK1214A	14,742.00	389919012	P07571	00078901	12/13/2012
			<b>Vendor Total:</b>		<b>14,742.00</b>				
MW OH	BALI CONSTRUCTION V008755	DEC CITY YARD CLARIFIER SVS	333556-6185 / 6102640024-6185 Construction Services	TK0107A	70,340.58	1	P08018	00079021	01/15/2013
			<b>Vendor Total:</b>		<b>70,340.58</b>				
MW OH	BANK OF SACRAMENTO V008705	CITYWIDE STREET REHAB PROJEC	333552-6185 / 6110540033-6185 Construction Services	TK0107A	27,050.00	RETENTION #4		00079022	01/15/2013
			<b>Vendor Total:</b>		<b>27,050.00</b>				
MW OH	BEJAC CORPORATION V005641	VEHICLE ROLLER PARTS	433658-6134 Vehicle Repair & Maintenance	TK0107A	2,199.35	C57899	P08027	00079023	01/15/2013
			<b>Vendor Total:</b>		<b>2,199.35</b>				
MW OH	BICKMORE RISK SERVICES	ACTUARIAL VALUATION	102021-6010	TK1219A	7,250.00	BRS-0007969	P08020	00078928	12/20/2012

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	V006943		Accounting & Auditing Service					
		<b>Vendor Total:</b>			<b>7,250.00</b>			
MW OH	BREA ELECTRIC COMPANY V007990	LAMPS/BALLAST REPAIR	103655-6130 Repair & Maint/Facilities	TK1219A	742.50 18529	P07239	00078929	12/20/2012
MW OH	BREA ELECTRIC COMPANY V007990	LAMPS/BALLAST REPAIR	103655-6301 Special Department Supplies	TK1219A	3,870.00 18618	P07892	00078929	12/20/2012
		<b>Vendor Total:</b>			<b>4,612.50</b>			
MW IP	BUILDERS SURPLUS V008754	KITCHEN CABINETS	333554-6185 / 6109340011-6185 Construction Services	ITK1214A	3,144.15 121312	P08017	00078902	12/13/2012
		<b>Vendor Total:</b>			<b>3,144.15</b>			
MW OH	C2 REPROGRAPHICS V004106	PRINTING/BINDING	103550-6230 Printing & Binding	TK1219A	132.06 512880	P07324	00078930	12/20/2012
		<b>Vendor Total:</b>			<b>132.06</b>			
MW OH	CALIFORNIA DENTAL NETV V008102	JAN DENTAL INSURANCE	395083-5162 Dental Insurance Premiums	TK1219A	178.86 JAN 2013		00078931	12/20/2012
MW OH	CALIFORNIA DENTAL NETV V008102	JAN DENTAL INSURANCE	395000-4720 ISF Dental Ins Reimbursement	TK1219A	892.18 JAN 2013		00078931	12/20/2012
		<b>Vendor Total:</b>			<b>1,071.04</b>			
MW OH	CALIFORNIA PUBLIC EMPLO V006234	JAN MEDICAL PREMIUMS	395000-4715 ISF Health Ins Reimbursement	TK1219B	124,951.52 1000000138941		00078932	12/20/2012
MW OH	CALIFORNIA PUBLIC EMPLO V006234	JAN MEDICAL PREMIUMS	395083-5161 Health Insurance Premiums	TK1219B	10,476.21 1000000138941		00078932	12/20/2012
		<b>Vendor Total:</b>			<b>135,427.73</b>			
MW OH	CALIFORNIA STATE DISBUI V004813	P/E 12/8/12 PD DATE 12/14/12	0010-2196 Garnishments W/H	PY12025	1,114.53 2700/1201025		00078915	12/14/2012
MW OH	CALIFORNIA STATE DISBUI V004813	P/E 12/22/12 PD DATE 12/28/12	0010-2196 Garnishments W/H	PY12026	1,114.53 2700/1201026		00004043	12/28/2012
		<b>Vendor Total:</b>			<b>2,229.06</b>			
MW OH	CARL WARREN & CO	3RD PARTY LIABILITY PAYMENT	404582-6025	TK0107A	42.90 1437809	P07671	00079024	01/15/2013

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	V008011		Third Party Administration						
MW OH	CARRANZA, CATHY V008766	DEPOSIT REFUND-AGUIRRE	100000-4385 / 79160-4385 Facility Rental	Vendor Total: TK0107A	42.90	100.00 84356		00079025	01/15/2013
MW OH	CARWASH OF AMERICA V000771	NOV CITY CAR WASHES	433658-6301 Special Department Supplies	Vendor Total: TK1219A	100.00	601.46 NOV 12	P07256	00078933	12/20/2012
MW OH	CARWASH OF AMERICA V000771	OCT CITY CAR WASHES	433658-6301 Special Department Supplies	TK1219A	446.83	OCT 12	P07256	00078933	12/20/2012
MW OH	CASTILLO, SANDRA V003807	DEPOSIT REFUND-BACKS	100000-4385 / 79161-4385 Facility Rental	Vendor Total: TK1219A	1,048.29	150.00 84261		00078934	12/20/2012
MW OH	CBE V008124	NOV COPIER OVERAGE-ADMIN	431010-6175 Office Equipment Rental	Vendor Total: TK1219A	150.00	373.43 IN1479757	P07114	00078935	12/20/2012
MW OH	CBE V008124	NOV COPIER OVERAGE-REC	431010-6175 Office Equipment Rental	TK1219A	606.55	IN1479758	P07115	00078935	12/20/2012
MW OH	CHAUNCEY, STEVE V006794	PLYUSD EVENT	103041-5005 Salaries/Part-Time	Vendor Total: TK1219A	979.98	229.32 3191	P07990	00078936	12/20/2012
MW OH	CITY CLERK MANAGEMENT V008458	DEC CITY CLERK CONSULTING	101002-6290 Dept. Contract Services	Vendor Total: TK0107A	229.32	400.00 12-17	P07210	00079026	01/15/2013
MW OH	CITY OF ANAHEIM V000021	AUG-OCT PMC PROSECUTIONS	101005-6299 Other Purchased Services	Vendor Total: TK1219A	400.00	715.00 CA0010044	P07987	00078937	12/20/2012
MW OH	CITY OF BREA V000125	PRINTING SVS-B/L APPLICATION	102021-6230 Printing & Binding	Vendor Total: TK1219A	715.00	122.57 6-1620	P08007	00078938	12/20/2012

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MW IP	CITY OF PLACENTIA V000773	HERITAGE FENCING RENTAL	0044-2040 / 79386-2040 Special Deposits	<b>Vendor Total:</b> ITK1214A	122.57	241.20 121112		00078903	12/13/2012
MW OH	CLEAR CHOICE LIEN SALES NOV LIEN SERVICES V005847		103041-6182 Lien Services	<b>Vendor Total:</b> TK0107A	241.20	50.00 180	P07611	00079027	01/15/2013
MW OH	CLEAR CHOICE LIEN SALES NOV LIEN SERVICES V005847		103041-6182 Lien Services	TK0107A	25.00	180A	P07611	00079027	01/15/2013
MW OH	CLEAR CHOICE LIEN SALES NOV LIEN SERVICES V005847		103041-6182 Lien Services	TK0107A	12.50	181A	P07611	00079027	01/15/2013
MW OH	CLEAR CHOICE LIEN SALES NOV LIEN SERVICES V005847		103041-6182 Lien Services	TK0107A	37.50	185	P07611	00079027	01/15/2013
MW OH	CLEAR CHOICE LIEN SALES NOV LIEN SERVICES V005847		103041-6182 Lien Services	TK0107A	37.50	189A	P07611	00079027	01/15/2013
MW OH	CLEAR CHOICE LIEN SALES NOV LIEN SERVICES V005847		103041-6182 Lien Services	TK0107A	37.50	195	P07611	00079027	01/15/2013
MW OH	CLEAR CHOICE LIEN SALES NOV LIEN SERVICES V005847		103041-6182 Lien Services	TK0107A	12.50	195A	P07611	00079027	01/15/2013
MW OH	CLEAR CHOICE LIEN SALES NOV LIEN SERVICES V005847		103041-6182 Lien Services	TK0107A	62.50	199C	P07611	00079027	01/15/2013
MW OH	CLEAR CHOICE LIEN SALES NOV LIEN SERVICES V005847		103041-6182 Lien Services	TK0107A	12.50	200C	P07611	00079027	01/15/2013
MW OH	CLEAR CHOICE LIEN SALES NOV LIEN SERVICES V005847		103041-6182 Lien Services	TK0107A	125.00	209C	P07611	00079027	01/15/2013
MW OH	CLEAR CHOICE LIEN SALES NOV LIEN SERVICES V005847		103041-6182 Lien Services	TK0107A	25.00	3387	P07611	00079027	01/15/2013
MW OH	CLEAR CHOICE LIEN SALES NOV LIEN SERVICES V005847		103041-6182 Lien Services	TK0107A	125.00	3388	P07611	00079027	01/15/2013
MW OH	CLEAR CHOICE LIEN SALES NOV LIEN SERVICES V005847		103041-6182 Lien Services	TK0107A	7.50	6264	P07611	00079027	01/15/2013
MW OH	CLEAR CHOICE LIEN SALES NOV LIEN SERVICES V005847		103041-6182 Lien Services	TK0107A	7.50	6268	P07611	00079027	01/15/2013

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	V005847		Lien Services						
MW OH	V005847	CLEAR CHOICE LIEN SALES DEC LIEN SERVICES	103041-6182 Lien Services	TK0107A	7.50	6281	P07611	00079027	01/15/2013
			<b>Vendor Total:</b>		<b>585.00</b>				
MW OH	V008734	COCHRAN, RONNIE REIMBURSEMENT-SURVEY WORK	103550-6015 Engineering Services	TK1219A	400.00	047-002-02	P07974	00078939	12/20/2012
			<b>Vendor Total:</b>		<b>400.00</b>				
MW OH	V005203	COMMERCIAL AQUATIC SE FEB POOL CHEMICAL DELIVERY	433654-6290 Dept. Contract Services	TK1219A	719.36	49572	P07346	00078940	12/20/2012
MW OH	V005203	COMMERCIAL AQUATIC SE OCT POOL CHEMICAL DELIVERY	433654-6290 Dept. Contract Services	TK1219A	121.03	51474	P07346	00078940	12/20/2012
MW OH	V005203	COMMERCIAL AQUATIC SE NOV POOL CHEMICAL DELIVERY	433654-6290 Dept. Contract Services	TK1219A	65.60	51743	P07346	00078940	12/20/2012
MW OH	V005203	COMMERCIAL AQUATIC SE DEC POOL CHEMICAL DELIVERY	433654-6290 Dept. Contract Services	TK1219A	785.82	51787	P07346	00078940	12/20/2012
MW OH	V005203	COMMERCIAL AQUATIC SE DEC POOL CHEMICAL DELIVERY	433654-6290 Dept. Contract Services	TK1219A	400.18	51788	P07346	00078940	12/20/2012
MW OH	V005203	COMMERCIAL AQUATIC SE JULY POOL MAINT	433654-6130 Repair & Maint/Facilities	TK1219A	600.00	50725	P08012	00078940	12/20/2012
MW OH	V005203	COMMERCIAL AQUATIC SE JULY POOL MAINT	433654-6130 Repair & Maint/Facilities	TK1219A	600.00	50726	P08012	00078940	12/20/2012
MW OH	V005203	COMMERCIAL AQUATIC SE AUG POOL MAINT	433654-6130 Repair & Maint/Facilities	TK1219A	600.00	51017	P08012	00078940	12/20/2012
MW OH	V005203	COMMERCIAL AQUATIC SE SEPT POOL MAINT	433654-6130 Repair & Maint/Facilities	TK1219A	300.00	51263	P08012	00078940	12/20/2012
MW OH	V005203	COMMERCIAL AQUATIC SE OCT POOL MAINT	433654-6130 Repair & Maint/Facilities	TK1219A	300.00	51453	P08012	00078940	12/20/2012
MW OH	V005203	COMMERCIAL AQUATIC SE OCT POOL MAINT	433654-6130 Repair & Maint/Facilities	TK1219A	300.00	51454	P08012	00078940	12/20/2012
			<b>Vendor Total:</b>		<b>4,791.99</b>				

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MW OH	V000192	COMMUNITY HEALTH CHA P/E 12/8/12 PD DATE 12/14/12	0010-2194 CHAD	PY12025	14.00	2640/1201025		00078916	12/14/2012
MW OH	V000192	COMMUNITY HEALTH CHA P/E 12/8/12 PD DATE 12/14/12	0037-2194 CHAD	PY12025	1.00	2640/1201025		00078916	12/14/2012
MW OH	V000192	COMMUNITY HEALTH CHA P/E 12/22/12 PD DATE 12/28/12	0037-2194 CHAD	PY12026	1.00	2640/1201026		00004044	12/28/2012
MW OH	V000192	COMMUNITY HEALTH CHA P/E 12/22/12 PD DATE 12/28/12	0010-2194 CHAD	PY12026	14.00	2640/1201026		00004044	12/28/2012
<b>Vendor Total:</b>					<b>30.00</b>				
MW OH	V008148	COMMUNITY SENIOR SERV OCT KITCHEN SUPERVISOR	104071-6099 / 79278-6099 Other Professional Services	TK1219A	741.82	0006627-IN	P07868	00078941	12/20/2012
MW OH	V008148	COMMUNITY SENIOR SERV NOV KITCHEN SUPERVISOR	104071-6099 / 79278-6099 Other Professional Services	TK1219A	1,112.72	0006658-IN	P07868	00078941	12/20/2012
<b>Vendor Total:</b>					<b>1,854.54</b>				
MW OH	V000258	COMPUTER SERVICES COM SEPT EXTRAORDINARY SIGNAL N	103652-6099 Other Professional Services	TK0107A	170.33	02663	P08021	00079028	01/15/2013
MW OH	V000258	COMPUTER SERVICES COM SEPT EXTRAORDINARY SIGNAL N	0010-1232 Accts Rec/Other Agencies	TK0107A	56.78	02663	P08021	00079028	01/15/2013
MW OH	V000258	COMPUTER SERVICES COM SEPT EXTRAORDINARY SIGNAL N	103652-6099 Other Professional Services	TK0107A	339.50	02664	P08021	00079028	01/15/2013
MW OH	V000258	COMPUTER SERVICES COM SEPT EXTRAORDINARY SIGNAL N	103652-6099 Other Professional Services	TK0107A	97.00	02665	P08021	00079028	01/15/2013
MW OH	V000258	COMPUTER SERVICES COM SEPT EXTRAORDINARY SIGNAL N	103652-6099 Other Professional Services	TK0107A	48.50	02666	P08021	00079028	01/15/2013
MW OH	V000258	COMPUTER SERVICES COM SEPT EXTRAORDINARY SIGNAL N	103652-6099 Other Professional Services	TK0107A	314.91	02667	P08021	00079028	01/15/2013
MW OH	V000258	COMPUTER SERVICES COM SEPT EXTRAORDINARY SIGNAL N	103652-6099 Other Professional Services	TK0107A	110.46	02668	P08021	00079028	01/15/2013
MW OH	V000258	COMPUTER SERVICES COM SEPT EXTRAORDINARY SIGNAL N	103652-6099 Other Professional Services	TK0107A	98.07	02669	P08021	00079028	01/15/2013
MW OH	V000258	COMPUTER SERVICES COM SEPT EXTRAORDINARY SIGNAL N	0010-1226	TK0107A	98.06	02669	P08021	00079028	01/15/2013

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	V000258		AR/City of Yorba Linda						
MW OH	COMPUTER SERVICES COM SEPT EXTRAORDINARY SIGNAL N V000258	Other Professional Services	103652-6099	TK0107A	86.38	02670	P08021	00079028	01/15/2013
MW OH	COMPUTER SERVICES COM SEPT EXTRAORDINARY SIGNAL N V000258	Other Professional Services	0010-1224	TK0107A	43.19	02670	P08021	00079028	01/15/2013
MW OH	COMPUTER SERVICES COM SEPT EXTRAORDINARY SIGNAL N V000258	Other Professional Services	0010-1232	TK0107A	43.19	02670	P08021	00079028	01/15/2013
MW OH	COMPUTER SERVICES COM SEPT EXTRAORDINARY SIGNAL N V000258	Other Professional Services	103652-6099	TK0107A	135.24	02671	P08021	00079028	01/15/2013
MW OH	COMPUTER SERVICES COM SEPT EXTRAORDINARY SIGNAL N V000258	Other Professional Services	0010-1232	TK0107A	140.15	02672	P08021	00079028	01/15/2013
MW OH	COMPUTER SERVICES COM SEPT EXTRAORDINARY SIGNAL N V000258	Other Professional Services	103652-6099	TK0107A	280.31	02672	P08021	00079028	01/15/2013
MW OH	COMPUTER SERVICES COM SEPT EXTRAORDINARY SIGNAL N V000258	Other Professional Services	0010-1224	TK0107A	140.15	02672	P08021	00079028	01/15/2013
MW OH	COMPUTER SERVICES COM SEPT EXTRAORDINARY SIGNAL N V000258	Other Professional Services	103652-6099	TK0107A	123.00	02673	P08021	00079028	01/15/2013
MW OH	COMPUTER SERVICES COM SEPT EXTRAORDINARY SIGNAL N V000258	Other Professional Services	0010-1224	TK0107A	24.25	02674	P08021	00079028	01/15/2013
MW OH	COMPUTER SERVICES COM SEPT EXTRAORDINARY SIGNAL N V000258	Other Professional Services	103652-6099	TK0107A	24.25	02674	P08021	00079028	01/15/2013
MW OH	COMPUTER SERVICES COM SEPT EXTRAORDINARY SIGNAL N V000258	Other Professional Services	0010-1224	TK0107A	123.00	02675	P08021	00079028	01/15/2013
MW OH	COMPUTER SERVICES COM SEPT EXTRAORDINARY SIGNAL N V000258	Other Professional Services	103652-6099	TK0107A	86.36	02676	P08021	00079028	01/15/2013
MW OH	COMPUTER SERVICES COM SEPT EXTRAORDINARY SIGNAL N V000258	Other Professional Services	0010-1224	TK0107A	86.36	02677	P08021	00079028	01/15/2013
MW OH	COMPUTER SERVICES COM SEPT EXTRAORDINARY SIGNAL N V000258	Other Professional Services	103652-6099	TK0107A	602.74	02678	P08021	00079028	01/15/2013
MW OH	COMPUTER SERVICES COM SEPT EXTRAORDINARY SIGNAL N V000258	Other Professional Services	103652-6099	TK0107A	86.36	02679	P08021	00079028	01/15/2013

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MW OH	COMPUTER SERVICES V000258	COM SEPT EXTRAORDINARY SIGNAL N	103652-6099 Other Professional Services	TK0107A	153.83	02680	P08021	00079028	01/15/2013
MW OH	COMPUTER SERVICES V000258	COM SEPT EXTRAORDINARY SIGNAL N	103652-6099 Other Professional Services	TK0107A	172.71	02681	P08021	00079028	01/15/2013
MW OH	COMPUTER SERVICES V000258	COM SEPT EXTRAORDINARY SIGNAL N	103652-6099 Other Professional Services	TK0107A	86.36	02682	P08021	00079028	01/15/2013
MW OH	COMPUTER SERVICES V000258	COM SEPT EXTRAORDINARY SIGNAL N	103652-6099 Other Professional Services	TK0107A	88.15	02683	P08021	00079028	01/15/2013
MW OH	COMPUTER SERVICES V000258	COM SEPT EXTRAORDINARY SIGNAL N	103652-6099 Other Professional Services	TK0107A	55.23	02684	P08021	00079028	01/15/2013
MW OH	COMPUTER SERVICES V000258	COM SEPT EXTRAORDINARY SIGNAL N	0010-1232 Accts Rec/Other Agencies	TK0107A	55.23	02684	P08021	00079028	01/15/2013
MW OH	COMPUTER SERVICES V000258	COM SEPT EXTRAORDINARY SIGNAL N	103652-6099 Other Professional Services	TK0107A	199.50	02685	P08021	00079028	01/15/2013
MW OH	COMPUTER SERVICES V000258	COM SEPT EXTRAORDINARY SIGNAL N	103652-6099 Other Professional Services	TK0107A	133.00	02686	P08021	00079028	01/15/2013
MW OH	COMPUTER SERVICES V000258	COM SEPT EXTRAORDINARY SIGNAL N	0010-1224 AR/City of Fullerton	TK0107A	133.00	02686	P08021	00079028	01/15/2013
MW OH	COMPUTER SERVICES V000258	COM SEPT EXTRAORDINARY SIGNAL N	103652-6099 Other Professional Services	TK0107A	176.17	02687	P08021	00079028	01/15/2013
MW OH	COMPUTER SERVICES V000258	COM SEPT EXTRAORDINARY SIGNAL N	0010-1224 AR/City of Fullerton	TK0107A	176.16	02687	P08021	00079028	01/15/2013
				<b>Vendor Total:</b>	<b>4,787.88</b>				
MW OH	CRAFCO INC V002870	POT HOLE MATERIAL	103652-6301 Special Department Supplies	TK1219A	691.76	421524	P07098	00078942	12/20/2012
				<b>Vendor Total:</b>	<b>691.76</b>				
MW OH	CYBER RAIN V008753	INSTALL IRRIGATION CONTROLL	296561-6185 Construction Services	TK0107A	55,449.23	2763	P08015	00079029	01/15/2013
MW OH	DALEY & HEFT ATTORNEY	LEGAL SERVICES-JONES	404582-6006 / 10028-6006	TK1219A	1,273.11	41109	P07841	00078943	12/20/2012
				<b>Vendor Total:</b>	<b>55,449.23</b>				

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	V005914		Litigation					
MW OH	DATA TICKET INC. V006119	NOV CITATION SVS	102533-6290 Dept. Contract Services	TK1219A	200.00 44108	P07368	00078944	12/20/2012
				<b>Vendor Total:</b>	<b>1,273.11</b>			
MW OH	DAVE'S TOWING SERVICE V008749	VEHICLE TOWING FOR EVIDENCE	103042-6299 Other Purchased Services	TK1219A	155.00 10126	P07986	00078945	12/20/2012
				<b>Vendor Total:</b>	<b>200.00</b>			
MW OH	DFS FLOORING INC V000099	NOV CARPET CLEANING	433654-6130 Repair & Maint/Facilities	TK1219A	605.00 300098-90	P07552	00078946	12/20/2012
				<b>Vendor Total:</b>	<b>155.00</b>			
MW OH	DISTINGUISHED PEST CONI V003466	PEST/RODENT SERVICES	433654-6130 Repair & Maint/Facilities	TK1219A	1,090.00 9448	P07317	00078947	12/20/2012
				<b>Vendor Total:</b>	<b>605.00</b>			
MW OH	DONAHEY, ISALAH V008760	DEPOSIT REFUND-TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK1219A	5.00 84263		00078948	12/20/2012
				<b>Vendor Total:</b>	<b>1,090.00</b>			
MW OH	ECIS V006623	DEC INSPECTIONS	484356-6099 Other Professional Services	TK1219A	225.00 COP-PR-112	P07237	00078949	12/20/2012
				<b>Vendor Total:</b>	<b>5.00</b>			
MW IP	ERNSTER LAW OFFICES V006486	OCT LEGAL SERVICES	404582-6210 / 10030-6210 Liability Claims	ITK1214A	262.50 17470	P07883	00078904	12/13/2012
				<b>Vendor Total:</b>	<b>225.00</b>			
MW OH	FAIRWAY FORD V000376	VEHICLE REPAIRS	433658-6290 Dept. Contract Services	TK1219A	381.39 182008	P07859	00078950	12/20/2012
				<b>Vendor Total:</b>	<b>262.50</b>			
MW OH	FAIRWAY FORD V000376	VEHICLE REPAIRS	433658-6290 Dept. Contract Services	TK1219A	656.82 C47775	P07859	00078950	12/20/2012
				<b>Vendor Total:</b>	<b>381.39</b>			
MW OH	FAIRWAY FORD V000376	VEHICLE REPAIRS	433658-6290 Dept. Contract Services	TK1219A	1,206.45 C48053	P07859	00078950	12/20/2012
				<b>Vendor Total:</b>	<b>1,206.45</b>			

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MW OH	FAIRWAY FORD V000376	VEHICLE REPAIRS	433658-6290 Dept. Contract Services	TK1219A	475.18	C48334	P07859	00078950	12/20/2012
			<b>Vendor Total:</b>		<b>2,719.84</b>				
MW OH	FBA ENGINEERING V008752	EOC ELECTRICAL PLANNING	333554-6185 / 61093-6185 Construction Services	TK1219A	3,150.00	26621	P08005	00078951	12/20/2012
			<b>Vendor Total:</b>		<b>3,150.00</b>				
MW OH	FENSTERMAKER, DANIEL V005067	DEC MEDIA SERVICES	441573-6099 Other Professional Services	TK1219B	2,417.40	PLA-12-012	P07401	00078952	12/20/2012
			<b>Vendor Total:</b>		<b>2,417.40</b>				
MW OH	FERGUSON PRAET & SHERA V000396	LEGAL SERVICES- VOHRA	404582-6006 / 10031-6006 Litigation	TK1219A	1,805.87	16569	P07842	00078953	12/20/2012
			<b>Vendor Total:</b>		<b>1,805.87</b>				
MW OH	FLEET SERVICES INC V000400	INSPECT FUEL SYSTEM	433658-6290 Dept. Contract Services	TK1219A	501.18	1-223280001	P07259	00078954	12/20/2012
			<b>Vendor Total:</b>		<b>501.18</b>				
MW OH	GALVIN PRESERVATION AS V007957	OCT-NOV ENVIRONMENTAL CON	333552-6015 / 6108815155-6015 Engineering Services	TK0107A	9,266.19	121510-355	P07823	00079030	01/15/2013
			<b>Vendor Total:</b>		<b>9,266.19</b>				
MW OH	GAS CO, THE V000909	NOV-DEC GAS CHARGES	431010-6340 Natural Gas	TK1219A	209.00	121912		00078955	12/20/2012
			<b>Vendor Total:</b>		<b>209.00</b>				
MW OH	GE CAPITAL V008085	DEC COPIER LEASE-ADMIN	431010-6175 Office Equipment Rental	TK1219A	164.20	57995859	P07117	00078956	12/20/2012
MW OH	GE CAPITAL V008085	DEC COPIER LEASE-ADMIN	374386-6175 Office Equipment Rental	TK1219A	164.20	57995859	P07117	00078956	12/20/2012
MW OH	GE CAPITAL V008085	DEC COPIER LEASE-REC	374386-6175 Office Equipment Rental	TK1219A	144.69	58002022	P07118	00078956	12/20/2012
MW OH	GE CAPITAL V008085	DEC COPIER LEASE-REC	431010-6175 Office Equipment Rental	TK1219A	144.69	58002022	P07118	00078956	12/20/2012

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MW IP	GLOBAL CABLING SYSTEM V007819	REROUTE 3 CAT5E VOICE CABLES	333554-6185 Construction Services	<b>Vendor Total:</b> ITK1214A	617.78 432.00 3141	P08008	00078905	12/13/2012
MW IP	GOLDEN STATE WATER CO V000928	SEPT-NOV WATER CHARGES	431010-6335 Water	<b>Vendor Total:</b> ITK1214A	432.00 4,623.83 120312		00078906	12/13/2012
MW OH	GOLDEN STATE WATER CO V000928	OCT-DEC WATER CHARGES	431010-6335 Water	TK1219A	4,484.93 121012		00078957	12/20/2012
MW IP	GOLDEN STATE WATER CO V000928	OCT-DEC WATER CHARGES	431010-6335 Water	ITK0104A	15,764.56 122612		00079004	01/03/2012
MW IP	GOLDEN STATE WATER CO V000928	OCT-DEC WATER CHARGES	296561-6335 Water	ITK0104A	3,233.14 122612		00079004	01/03/2012
MW OH	GONSALVES & SON, JOE V005577	JAN LEGISLATIVE SERVICES	101001-6099 Other Professional Services	<b>Vendor Total:</b> TK0107A	28,106.46 4,000.00 23321	P07112	00079031	01/15/2013
MW OH	GOVERNMENT FINANCE OF V000450	MEMBERSHIP DUES-K. OGAWA	102020-6255 Dues & Memberships	<b>Vendor Total:</b> TK1219A	4,000.00 595.00 0153001	P08010	00078958	12/20/2012
MW OH	GOVPARTNER V005751	DEC WEB HOSTING	422023-6136 Software Maintenance	<b>Vendor Total:</b> TK1219A	595.00 550.00 5869	P07737	00078959	12/20/2012
MW OH	GRAVEN, HILDA V008764	DEPOSIT REFUND-AGUIRRE	100000-4385 / 79160-4385 Facility Rental	<b>Vendor Total:</b> TK0107A	550.00 100.00 84360		00079032	01/15/2013
MW OH	GREAT WEST V006983	P/E 12/8/12 PD DATE 12/14/12	0010-2172 Deferred Comp Pay. - Gr West	<b>Vendor Total:</b> PY12025	100.00 938.05 2607/1201025		00078917	12/14/2012
MW OH	GREAT WEST V006983	P/E 12/8/12 PD DATE 12/14/12	0029-2172 Deferred Comp Pay. - Gr West	PY12025	29.90 2607/1201025		00078917	12/14/2012
MW OH	GREAT WEST	P/E 12/8/12 PD DATE 12/14/12	0048-2172	PY12025	61.73 2607/1201025		00078917	12/14/2012

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	V006983		Deferred Comp Pay. - Gr West						
MW OH	GREAT WEST V006983	P/E 12/22/12 PD DATE 12/28/12	0048-2172	PY12026	60.81	2607/1201026		00004045	12/28/2012
MW OH	GREAT WEST V006983	P/E 12/22/12 PD DATE 12/28/12	0010-2172	PY12026	939.57	2607/1201026		00004045	12/28/2012
MW OH	GREAT WEST V006983	P/E 12/22/12 PD DATE 12/28/12	0029-2172	PY12026	29.30	2607/1201026		00004045	12/28/2012
			<b>Vendor Total:</b>		<b>2,059.36</b>				
MW OH	HDL SOFTWARE V007926	BUSINESS LIC CUSTOM PROGRAM	422023-6136	TK1219A	500.00	0008981-IN	P08006	00078960	12/20/2012
			Software Maintenance						
			<b>Vendor Total:</b>		<b>500.00</b>				
MW OH	HERNANDEZ, ALFREDO V008674	DEPOSIT REFUND-BACKS	100000-4385 / 79161-4385	TK0107A	150.00	83528A		00079033	01/15/2013
			Facility Rental						
			<b>Vendor Total:</b>		<b>150.00</b>				
MW OH	HERNANDEZ, SALVADOR V008761	DEPOSIT REFUND-KRAEMER	100000-4385 / 79175-4385	TK1219A	100.00	84262		00078961	12/20/2012
			Facility Rental						
			<b>Vendor Total:</b>		<b>100.00</b>				
MW OH	HIGGINS, JOE V003026	REIMBURSEMENT-TREE	103655-6115	TK1219B	105.00	3277590	P08014	00078962	12/20/2012
			Landscaping						
			<b>Vendor Total:</b>		<b>105.00</b>				
MW OH	HONEYWELL INTERNATIONAL V001388	OCT-JAN HVAC MAINT	433654-6290	TK0107A	8,672.50	3596045	P07944	00079034	01/15/2013
			Dept. Contract Services						
			<b>Vendor Total:</b>		<b>8,672.50</b>				
MW OH	HR GREEN INC. V007928	NOV ENGINEERING SRVS	333552-6015 / 6105615155-6015	TK1219A	2,275.00	83597	P07485	00078963	12/20/2012
			Engineering Services						
MW OH	HR GREEN INC. V007928	NOV ENGINEERING SRVS	333552-6015 / 61038-6015	TK1219A	875.00	83598	P07487	00078963	12/20/2012
			Engineering Services						
			<b>Vendor Total:</b>		<b>3,150.00</b>				
MW OH	JOSEPH, JIMMY	DEPOSIT REFUND-WHITTEN	100000-4385 / 79195-4385	TK0107A	150.00	84358		00079035	01/15/2013

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	V008082		Facility Rental						
MW OH	KEENAN & ASSOCIATES V008751	CM CONFERENCE DINNER	101511-6245 Meetings & Conferences	Vendor Total: TK1219A	150.00	120.00 121112	P08001	00078964	12/20/2012
MW OH	KLEIN & WILSON V008149	OCT LEGAL SERVICES-WOODRUF	101005-6006 / 10017-6006 Litigation	Vendor Total: TK1219B	120.00	9,132.92 19747A	P07998	00078965	12/20/2012
MW OH	KLEIN & WILSON V008149	NOV LEGAL SERVICES-WOODRUF	101005-6006 / 10017-6006 Litigation	TK1219B	1,947.26	19790	P07998	00078965	12/20/2012
MW OH	KNOWLES-MCNIFF INC V000558	NOV SOFTWARE MAINT	422023-6136 Software Maintenance	Vendor Total: TK1219B	11,080.18	897.75 90491	P07500	00078966	12/20/2012
MW OH	KOSMONT COMPANIES V006131	NOV REAL ESTATE ADVISORY SV	540000-6001 Management Consulting Services	Vendor Total: TK0107A	897.75	1,053.00 0023	P07795	00079036	01/15/2013
MW OH	KUSUNOKI HEARING EXAM V004347	DEC PARKING CITATION HEARING	103041-6099 Other Professional Services	Vendor Total: TK1219A	1,053.00	100.00 2011-269	P07331	00078967	12/20/2012
MW OH	LADIA, JOCELYN V008763	DEPOSIT REFUND-AGUIRRE	100000-4385 / 79160-4385 Facility Rental	Vendor Total: TK1219B	100.00	100.00 84259		00078968	12/20/2012
MW OH	LAW OFFICE OF DIMITRI P V008162	NOV LEGAL SERVICES-BECKER	101005-6006 / 10017-6006 Litigation	Vendor Total: TK1219B	100.00	16,383.82 1223	P07999	00078969	12/20/2012
MW OH	LE BARD & UNDERWOOD H PD V004044	MOTOR REPAIRS	433658-6290 Dept. Contract Services	Vendor Total: TK1219B	16,383.82	189.92 W088284	P07323	00078970	12/20/2012
MW OH	LE BARD & UNDERWOOD H PD V004044	MOTOR REPAIRS	433658-6290 Dept. Contract Services	TK1219B	69.21	W088365	P07323	00078970	12/20/2012

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MW OH	LE BARD & UNDERWOOD V004044	H PD MOTOR REPAIRS	433658-6290 Dept. Contract Services	TK1219B	245.89	W088379	P07323	00078970	12/20/2012
MW OH	LE BARD & UNDERWOOD V004044	H PD MOTOR REPAIRS	433658-6290 Dept. Contract Services	TK1219B	1,384.95	W088387	P07323	00078970	12/20/2012
			<b>Vendor Total:</b>		<b>1,889.97</b>				
MW OH	LIEBERT CASSIDY V000597	WHITMC PROFESSIONAL SVCS RENDERED	404582-6210 / 10033-6210 Liability Claims	TK1219B	125.00	157892	P08003	00078971	12/20/2012
			<b>Vendor Total:</b>		<b>125.00</b>				
MW OH	LILLEY PLANNING GROUP V008540	CONTRACT SRVS BUILDING	102532-6045 Building Inspection Services	TK1219B	4,704.00	PLA110	P08023	00078972	12/20/2012
MW OH	LILLEY PLANNING GROUP V008540	CONTRACT SRVS PLANNING	102531-6290 Dept. Contract Services	TK1219B	1,196.00	PLA110	P08023	00078972	12/20/2012
MW OH	LILLEY PLANNING GROUP V008540	CONTRACT SRVS-PLANNING	102531-6290 Dept. Contract Services	TK0107A	552.00	PLA111	P08023	00079037	01/15/2013
MW OH	LILLEY PLANNING GROUP V008540	CONTRACT SRVS-BUILDING	102532-6045 Building Inspection Services	TK0107A	3,312.00	PLA111	P08023	00079037	01/15/2013
			<b>Vendor Total:</b>		<b>9,764.00</b>				
MW OH	LIRECO V008077	DATA SUBSCRIPTION	102021-6099 Other Professional Services	TK1219B	720.00	53113	P08009	00078973	12/20/2012
			<b>Vendor Total:</b>		<b>720.00</b>				
MW OH	MAKOWSKI, ROBERT V005712	CIVILIAN MGMT-MEALS,MILEAGE	102533-6245 Meetings & Conferences	TK1219B	238.72	4139	P07995	00078974	12/20/2012
			<b>Vendor Total:</b>		<b>238.72</b>				
MW IP	MARIPOSA HORTICULTURA V000647	AUG LANDSCAPE SERVICES	103655-6115 Landscaping	ITK1214A	48,347.28	56467	P07341	00078907	12/13/2012
MW IP	MARIPOSA HORTICULTURA V000647	AUG LANDSCAPE SERVICES	0010-1220 Accts Rec/Plac Library Dist	ITK1214A	1,452.49	56467	P07341	00078907	12/13/2012
			<b>Vendor Total:</b>		<b>49,799.77</b>				
MW OH	MC FADDEN-DALE HARDW. PARTS V000635		433658-6301 Special Department Supplies	TK1219B	21.12	81931/5	P07097	00078975	12/20/2012

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MW OH	MICON CONSTRUCTION INC V007849	RETENTION-PARK PROJECT	333555-6185 / 6109940153-6185 Construction Services	TK0107A	11,437.51 7704-04R	P07701	00079038	01/15/2013
			<b>Vendor Total:</b>		<b>21.12</b>			
MW OH	MICON CONSTRUCTION INC V007849	ADA PATHWAY AT KRAEMER PAF	333554-6185 / 6104240011-6185 Construction Services	TK0107A	324.00 7713-02	P07772	00079038	01/15/2013
			<b>Vendor Total:</b>		<b>11,761.51</b>			
MW OH	OCE IMAGISTICS INC. V006549	NOV COPIER MAINT	431010-6175 Office Equipment Rental	TK1219B	249.31 418192911		00078976	12/20/2012
MW OH	OCE IMAGISTICS INC. V006549	NOV COPIER MAINT	431010-6175 Office Equipment Rental	TK1219B	80.33 418193311		00078976	12/20/2012
			<b>Vendor Total:</b>		<b>329.64</b>			
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103550-6315 Office Supplies	TK1219B	640.97 0417571	P07135	00078977	12/20/2012
MW OH	OFFICE INDUSTRIES V007477	NAME PLATE-J. ORTEGA	101572-6301 Special Department Supplies	TK1219B	19.59 041698	P08002	00078977	12/20/2012
			<b>Vendor Total:</b>		<b>660.56</b>			
MW OH	ONWARD ENGINEERING V008092	NOV-DEC CONSTRUCTION MGMT	333552-6185 / 6110540033-6185 Construction Services	TK0107A	28,261.50 2043	P08025	00079039	01/15/2013
			<b>Vendor Total:</b>		<b>28,261.50</b>			
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 12/8/12 PD DATE 12/14/12	0029-2176 PCEA/OCEA Assoc Dues	PY12025	10.56 2610/1201025		00078918	12/14/2012
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 12/8/12 PD DATE 12/14/12	0043-2176 PCEA/OCEA Assoc Dues	PY12025	19.24 2610/1201025		00078918	12/14/2012
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 12/8/12 PD DATE 12/14/12	0037-2176 PCEA/OCEA Assoc Dues	PY12025	5.77 2610/1201025		00078918	12/14/2012
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 12/8/12 PD DATE 12/14/12	0048-2176 PCEA/OCEA Assoc Dues	PY12025	21.64 2610/1201025		00078918	12/14/2012
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 12/8/12 PD DATE 12/14/12	0010-2176 PCEA/OCEA Assoc Dues	PY12025	279.49 2610/1201025		00078918	12/14/2012
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 12/22/12 PD DATE 12/28/12	0010-2176	PY12026	279.98 2610/1201026		00004046	12/28/2012

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	V000699		PCEA/OCEA Assoc Dues						
MW OH	ORANGE COUNTY EMPLOY	P/E 12/22/12 PD DATE 12/28/12	0029-2176	PY12026	10.37	2610/1201026		00004046	12/28/2012
	V000699		PCEA/OCEA Assoc Dues						
MW OH	ORANGE COUNTY EMPLOY	P/E 12/22/12 PD DATE 12/28/12	0048-2176	PY12026	21.34	2610/1201026		00004046	12/28/2012
	V000699		PCEA/OCEA Assoc Dues						
MW OH	ORANGE COUNTY EMPLOY	P/E 12/22/12 PD DATE 12/28/12	0043-2176	PY12026	19.24	2610/1201026		00004046	12/28/2012
	V000699		PCEA/OCEA Assoc Dues						
MW OH	ORANGE COUNTY EMPLOY	P/E 12/22/12 PD DATE 12/28/12	0037-2176	PY12026	5.77	2610/1201026		00004046	12/28/2012
	V000699		PCEA/OCEA Assoc Dues						
				<b>Vendor Total:</b>	<b>673.40</b>				
MW OH	ORANGE COUNTY FIRE AU	PLACENTIA FACILITIES MAINTEN	103044-6130	TK1219B	4,749.75	S0255341	P07988	00078978	12/20/2012
	V000704		Repair & Maint/Facilities						
MW OH	ORANGE COUNTY FIRE AU	FUND 133 VEHICLE REPLACEMENT	503901-6842	TK1219B	34,596.50	S0255341	P07988	00078978	12/20/2012
	V000704		Vehicles						
MW OH	ORANGE COUNTY FIRE AU	2ND QTR FIRE/PARAMEDIC CONTI	103044-6190	TK1219B	1,244,025.00	S0255341	P07988	00078978	12/20/2012
	V000704		Fire Authority Services						
				<b>Vendor Total:</b>	<b>1,283,371.25</b>				
MW OH	ORANGE COUNTY REGISTE	NOV LEGAL ADVERTISING	101002-6225	TK1219B	306.90	121112	P07202	00078979	12/20/2012
	V003211		Advertising/Promotional						
				<b>Vendor Total:</b>	<b>306.90</b>				
MW IP	ORANGE COUNTY TREASUI	NOV PARKING CITATIONS	0044-2038	ITK1214A	5,412.50	113012		00078908	12/13/2012
	V007306		Parking Fines						
MW OH	PACIFIC SYSTEMS ELECTRI	ANNUAL VAPOR RECOVERY TEST	433654-6130	TK0107A	425.00	13759	P07146	00079040	01/15/2013
	V003450		Repair & Maint/Facilities						
				<b>Vendor Total:</b>	<b>425.00</b>				
MW OH	PAREKH, JIGNESHKUMAR	DEPOSIT REFUND-BACKS	100000-4385 / 79161-4385	TK0107A	150.00	84357		00079041	01/15/2013
	V007641		Facility Rental						
				<b>Vendor Total:</b>	<b>150.00</b>				
MW OH	PARS	DEC TRUST ADMINISTRATOR SVS	395083-6025	TK1219B	400.00	24609		00078980	12/20/2012

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	V006999		Third Party Administration						
	<b>Vendor Total:</b>				<b>400.00</b>				
MW OH	PARTS SOURCE V000817	VEHICLE PARTS	433658-6301 Special Department Supplies	TK1219B	69.97	14718	P07148	00078981	12/20/2012
MW OH	PARTS SOURCE V000817	CREDIT VEHICLE PARTS	433658-6301 Special Department Supplies	TK1219B	-69.97	14817	P07148	00078981	12/20/2012
MW OH	PARTS SOURCE V000817	VEHICLE PARTS	433658-6301 Special Department Supplies	TK1219B	8.23	15009	P07148	00078981	12/20/2012
MW OH	PARTS SOURCE V000817	VEHICLE PARTS	433658-6301 Special Department Supplies	TK1219B	110.72	15323	P07148	00078981	12/20/2012
MW OH	PARTS SOURCE V000817	VEHICLE PARTS	433658-6301 Special Department Supplies	TK1219B	12.73	15833	P07148	00078981	12/20/2012
MW OH	PARTS SOURCE V000817	CREDIT VEHICLE PARTS	433658-6301 Special Department Supplies	TK1219B	-110.72	16531	P07148	00078981	12/20/2012
MW OH	PARTS SOURCE V000817	VEHICLE PARTS	433658-6301 Special Department Supplies	TK1219B	37.76	17133	P07148	00078981	12/20/2012
MW OH	PARTS SOURCE V000817	VEHICLE PARTS	433658-6301 Special Department Supplies	TK1219B	42.69	17409	P07148	00078981	12/20/2012
	<b>Vendor Total:</b>				<b>101.41</b>				
MW OH	PATTERSON, ROBERT V008765	DEPOSIT REFUND-TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0107A	100.00	84361		00079042	01/15/2013
	<b>Vendor Total:</b>				<b>100.00</b>				
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 12/8/12 PD DATE 12/14/12	0010-2176 PCEA/OCEA Assoc Dues	PY12025	29.05	2615/1201025		00078919	12/14/2012
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 12/8/12 PD DATE 12/14/12	0029-2176 PCEA/OCEA Assoc Dues	PY12025	1.10	2615/1201025		00078919	12/14/2012
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 12/8/12 PD DATE 12/14/12	0048-2176 PCEA/OCEA Assoc Dues	PY12025	2.25	2615/1201025		00078919	12/14/2012
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 12/8/12 PD DATE 12/14/12	0043-2176 PCEA/OCEA Assoc Dues	PY12025	2.00	2615/1201025		00078919	12/14/2012

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MW OH	PCEA C/O NORTH ORANGE V000679	P/E 12/8/12 PD DATE 12/14/12	0037-2176 PCEA/OCEA Assoc Dues	PY12025	0.60	2615/1201025		00078919	12/14/2012
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 12/22/12 PD DATE 12/28/12	0029-2176 PCEA/OCEA Assoc Dues	PY12026	1.08	2615/1201026		00004047	12/28/2012
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 12/22/12 PD DATE 12/28/12	0037-2176 PCEA/OCEA Assoc Dues	PY12026	0.60	2615/1201026		00004047	12/28/2012
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 12/22/12 PD DATE 12/28/12	0010-2176 PCEA/OCEA Assoc Dues	PY12026	29.10	2615/1201026		00004047	12/28/2012
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 12/22/12 PD DATE 12/28/12	0043-2176 PCEA/OCEA Assoc Dues	PY12026	2.00	2615/1201026		00004047	12/28/2012
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 12/22/12 PD DATE 12/28/12	0048-2176 PCEA/OCEA Assoc Dues	PY12026	2.22	2615/1201026		00004047	12/28/2012
MW IP	PERMECO V004459	ENGRAVING-VETERANS MONUMI Office Supplies	101572-6315	<b>Vendor Total:</b> ITK1214A	<b>70.00</b> 395.00	211164	P08011	00078909	12/13/2012
MW OH	PERRY, BRIAN V002942	SLI #5-MEALS,RENTAL CAR Staff Training	103041-6250	<b>Vendor Total:</b> TK0107A	<b>395.00</b> 215.94	3142	P07994	00079043	01/15/2013
MW OH	PINA, JUANA V008762	DEPOSIT REFUND-BACKS Facility Rental	100000-4385 / 79161-4385	<b>Vendor Total:</b> TK1219B	<b>215.94</b> 150.00	84260		00078982	12/20/2012
MW OH	PLACENTIA POLICE MANAC V000839	P/E 12/8/12 PD DATE 12/14/12	0010-2180 Police Mgmt Assn Dues	<b>Vendor Total:</b> PY12025	<b>150.00</b> 997.97	2625/1201025		00078920	12/14/2012
MW OH	PLACENTIA POLICE MANAC V000839	P/E 12/22/12 PD DATE 12/28/12	0010-2180 Police Mgmt Assn Dues	PY12026	997.97	2625/1201026		00004048	12/28/2012
MW OH	PLACENTIA POLICE OFFICE V003519	P/E 12/8/12 PD DATE 12/14/12	0050-2178 Placentia Police Assoc Dues	<b>Vendor Total:</b> PY12025	<b>1,995.94</b> 94.70	2620/1201025		00078921	12/14/2012
MW OH	PLACENTIA POLICE OFFICE	P/E 12/8/12 PD DATE 12/14/12	0010-2178	PY12025	2,867.41	2620/1201025		00078921	12/14/2012

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	V003519		Placentia Police Assoc Dues						
MW OH	PLACENTIA POLICE OFFICE P/E	12/22/12 PD DATE 12/28/12	0050-2178	PY12026	94.70	2620/1201026		00004049	12/28/2012
	V003519		Placentia Police Assoc Dues						
MW OH	PLACENTIA POLICE OFFICE P/E	12/22/12 PD DATE 12/28/12	0010-2178	PY12026	2,867.41	2620/1201026		00004049	12/28/2012
	V003519		Placentia Police Assoc Dues						
			<b>Vendor Total:</b>		<b>5,924.22</b>				
MW OH	POWER PLUS	BACK UP GENERATOR REPAIR	433654-6130	TK0107A	380.00	S26789-468516	P08013	00079044	01/15/2013
	V006730		Repair & Maint/Facilities						
			<b>Vendor Total:</b>		<b>380.00</b>				
MW OH	PRINCIPAL LIFE INSURANC	JAN LIFE INSURANCE PREMIUMS	103650-5163	TK1219B	240.97	JAN 2013		00078983	12/20/2012
	V000844		Life Insurance Premiums						
MW OH	PRINCIPAL LIFE INSURANC	JAN LIFE INSURANCE PREMIUMS	103040-5163	TK1219B	244.32	JAN 2013		00078983	12/20/2012
	V000844		Life Insurance Premiums						
MW OH	PRINCIPAL LIFE INSURANC	JAN LIFE INSURANCE PREMIUMS	102020-5163	TK1219B	86.73	JAN 2013		00078983	12/20/2012
	V000844		Life Insurance Premiums						
MW OH	PRINCIPAL LIFE INSURANC	JAN LIFE INSURANCE PREMIUMS	101511-5163	TK1219B	445.05	JAN 2013		00078983	12/20/2012
	V000844		Life Insurance Premiums						
MW OH	PRINCIPAL LIFE INSURANC	JAN LIFE INSURANCE PREMIUMS	101512-5163	TK1219B	126.23	JAN 2013		00078983	12/20/2012
	V000844		Life Insurance Premiums						
			<b>Vendor Total:</b>		<b>1,143.30</b>				
MW OH	QUIROZ, WALTER	DEPOSIT REFUND-BACKS	100000-4385 / 79161-4385	TK0107A	50.00	81623A		00079045	01/15/2013
	V007388		Facility Rental						
MW OH	QUIROZ, WALTER	DEPOSIT REFUND-BACKS	100000-4385 / 79161-4385	TK0107A	100.00	81626A		00079045	01/15/2013
	V007388		Facility Rental						
			<b>Vendor Total:</b>		<b>150.00</b>				
MW OH	RAVINDRAN, PARIRAJAN	CLASS REFUND	100000-4340 / 79348-4340	TK0107A	50.00	84331		00079046	01/15/2013
	V008767		Recreation Programs						
			<b>Vendor Total:</b>		<b>50.00</b>				
MW OH	REPUBLIC WASTE SERVICE OPEN PO-RESIDENTIAL REFUSE SE	374386-6101		TK1219B	203,705.46	NOVEMBER 12	P07321	00078984	12/20/2012
	V007205		Disposal						

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			<b>Vendor Total:</b>		<b>203,705.46</b>				
MW OH	RJ NOBLE COMPANY V006779	DEC CONSTRUCTION SVCS	333552-6185 / 6110540033-6185 Construction Services	TK0107A	513,949.90	41268	P07470	00079047	01/15/2013
			<b>Vendor Total:</b>		<b>513,949.90</b>				
MW OH	SA AQUATICS V002842	OCT FOUNTAIN MAINT	0010-1220 Accts Rec/Plac Library Dist	TK1219B	142.50	203410	P07399	00078985	12/20/2012
MW OH	SA AQUATICS V002842	OCT FOUNTAIN MAINT	103655-6115 Landscaping	TK1219B	142.50	203410	P07399	00078985	12/20/2012
			<b>Vendor Total:</b>		<b>285.00</b>				
MW OH	SHRED-IT LOS ANGELES V000905	OCT SHRED DOCUMENTS	374386-6299 Other Purchased Services	TK1219B	81.00	9401091614	P07523	00078986	12/20/2012
MW OH	SHRED-IT LOS ANGELES V000905	NOV SHRED DOCUMENTS	374386-6299 Other Purchased Services	TK1219B	81.00	9401153245	P07523	00078986	12/20/2012
			<b>Vendor Total:</b>		<b>162.00</b>				
MW IP	SIMPLEX GRINNELL V008625	GOMEZ ALARM MONITORING	433654-6127 Alarm Monitoring	ITK1214A	147.50	75731001	P07675	00078910	12/13/2012
MW IP	SIMPLEX GRINNELL V008625	CITY HALL ALARM MONITORING	433654-6127 Alarm Monitoring	ITK1214A	192.50	75753171	P07675	00078910	12/13/2012
MW OH	SIMPLEX GRINNELL V008625	ALARM MONITORING	433654-6127 Alarm Monitoring	TK1219B	3,094.94	75756852	P07675	00078987	12/20/2012
			<b>Vendor Total:</b>		<b>3,434.94</b>				
MW OH	SOUTH COAST AQMD V001190	ICE EM PORT N-RENT DIESEL	433654-6130 Repair & Maint/Facilities	TK1219B	310.85	2538681	P07965	00078988	12/20/2012
MW OH	SOUTH COAST AQMD V001190	ANNUAL EMISSIONS FEE	433654-6130 Repair & Maint/Facilities	TK1219B	115.56	2539861	P07965	00078988	12/20/2012
			<b>Vendor Total:</b>		<b>426.41</b>				
MW IP	SOUTHERN CALIFORNIA EI V000910	OCT-DEC ELECTRICAL CHARGES	103552-6330 Electricity	ITK1214A	7.69	120712		00078911	12/13/2012
MW IP	SOUTHERN CALIFORNIA EI V000910	OCT-DEC ELECTRICAL CHARGES	286560-6330 Electricity	ITK1214A	30,381.80	120712		00078911	12/13/2012

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MW IP	SOUTHERN CALIFORNIA EI V000910	OCT-DEC ELECTRICAL CHARGES	431010-6330 Electricity	ITK1214A	12,838.53	120712		00078911	12/13/2012
MW IP	SOUTHERN CALIFORNIA EI V000910	OCT-DEC ELECTRICAL CHARGES	296561-6330 Electricity	ITK1214A	119.36	120712		00078911	12/13/2012
MW OH	SOUTHERN CALIFORNIA EI V000910	NOV-DEC ELECTRIC CHARGES	296561-6330 Electricity	TK1219B	146.56	121212		00078989	12/20/2012
MW OH	SOUTHERN CALIFORNIA EI V000910	NOV-DEC ELECTRIC CHARGES	431010-6330 Electricity	TK1219B	6,392.16	121212		00078989	12/20/2012
MW OH	SOUTHERN CALIFORNIA EI V000910	NOV-DEC ELECTRIC CHARGES	0010-1226 AR/City of Yorba Linda	TK1219B	101.11	121212		00078989	12/20/2012
MW OH	SOUTHERN CALIFORNIA EI V000910	NOV-DEC ELECTRIC CHARGES	0010-1228 AR/County of Orange	TK1219B	14.51	121212		00078989	12/20/2012
MW IP	SOUTHERN CALIFORNIA EI V000910	NOV-DEC ELECTRIC CHARGES	0010-1224 AR/City of Fullerton	ITK0104A	96.40	121512		00079005	01/03/2012
MW IP	SOUTHERN CALIFORNIA EI V000910	NOV-DEC ELECTRIC CHARGES	0010-1220 Accts Rec/Plac Library Dist	ITK0104A	3,069.50	121512		00079005	01/03/2012
MW IP	SOUTHERN CALIFORNIA EI V000910	NOV-DEC ELECTRIC CHARGES	0010-1232 Accts Rec/Other Agencies	ITK0104A	25.07	121512		00079005	01/03/2012
MW IP	SOUTHERN CALIFORNIA EI V000910	NOV-DEC ELECTRIC CHARGES	431010-6330 Electricity	ITK0104A	16,358.18	121512		00079005	01/03/2012
MW IP	SOUTHERN CALIFORNIA EI V000910	NOV-DEC ELECTRIC CHARGES	296561-6330 Electricity	ITK0104A	93.44	121512		00079005	01/03/2012
MW IP	SOUTHERN CALIFORNIA EI V000910	NOV-DEC ELECTRIC CHARGES	286560-6330 Electricity	ITK0104A	139.08	121512		00079005	01/03/2012
MW IP	SOUTHERN CALIFORNIA EI V000910	NOV-DEC ELECTRIC CHARGES	103552-6330 Electricity	ITK0104A	52.52	121512		00079005	01/03/2012
				<b>Vendor Total:</b>	<b>69,835.91</b>				
MW OH	SPARKLETTIS V000967	WHITTEN CENTER WATER	101572-6301 Special Department Supplies	TK1219B	55.46	4106252	120112 P08016	00078990	12/20/2012
MW IP	SPRINT	NOV RELAY SERVICES	431010-6215	ITK1214A	574.62	951112100046		00078912	12/13/2012

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	V006126		Telephone						
MW OH	SPRINT V007688	PD INVESTIGATION GPS RECORDS	103042-6299 Other Purchased Services	Vendor Total: TK1219B	574.62 30.00	LCI-157533	P07985	00078991	12/20/2012
MW OH	SUNGARD PUBLIC SECTOR V005987	JAN OS-ASP IT SERVICES	422023-6136 Software Maintenance	Vendor Total: TK1219B	30.00 5,480.72	59087	P07302	00078992	12/20/2012
MW OH	SYNOPTTEK INC V007863	DEC IT SUPPORT SERVICES	422023-6290 Dept. Contract Services	Vendor Total: TK1219B	5,480.72 4,363.50	217312	P07125	00078993	12/20/2012
MW OH	SYNOPTTEK INC V007863	EXCHANGE SERVER PROJECT	422023-6290 Dept. Contract Services	TK1219B	4,908.75	217313	P07881	00078993	12/20/2012
MW IP	T-MOBILE V004339	NOV CELL PHONE CHARGES	431010-6215 Telephone	Vendor Total: ITK1214A	9,272.25 796.78	120212		00078913	12/13/2012
MW IP	T-MOBILE V004339	NOV CELL PHONE CHARGES	431010-6215 Telephone	ITK1214A	1,082.25	120312		00078913	12/13/2012
MW OH	TEODORO, FELIXERTO V007371	DEPOSIT REFUND-BACKS	100000-4385 / 79161-4385 Facility Rental	Vendor Total: TK0107A	1,879.03 150.00	84359		00079048	01/15/2013
MW OH	TIME WARNER CABLE V004450	JAN CABLE CHARGES	431010-6215 Telephone	Vendor Total: TK1219B	150.00 136.47	122212		00078994	12/20/2012
MW OH	TRILLIUM V007952	NOV CNG FUEL	433658-6345 Gasoline & Diesel Fuel	Vendor Total: TK1219B	136.47 30.85	INV0002872	P07153	00078995	12/20/2012
MW OH	TURBO DATA SYSTEMS INC V001238	NOV CITATION PROCESSING	103041-6099 Other Professional Services	Vendor Total: TK1219B	30.85 548.93	19618	P07310	00078996	12/20/2012

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				<b>Vendor Total:</b>	<b>548.93</b>				
MW OH	TYLER LIGHTING SERVICES V008707	MISC LAMP FIXTURE REPAIR	103655-6130 Repair & Maint/Facilities	TK1219B	713.84	8989	P07962	00078997	12/20/2012
MW OH	UNITED STATES POSTAL SERVICE V001085	SE PERMIT #26 POSTAGE-PLACENTIA	104070-6325 Postage	TK0107A	5,900.00	121712	P07975	00079049	01/15/2013
				<b>Vendor Total:</b>	<b>5,900.00</b>				
MW OH	UNITED WAY OF ORANGE V001062	C P/E 12/8/12 PD DATE 12/14/12	0010-2193 Charity	PY12025	14.00	2635/1201025		00078922	12/14/2012
MW OH	UNITED WAY OF ORANGE V001062	C P/E 12/8/12 PD DATE 12/14/12	0037-2193 Charity	PY12025	1.00	2635/1201025		00078922	12/14/2012
MW OH	UNITED WAY OF ORANGE V001062	C P/E 12/22/12 PD DATE 12/28/12	0010-2193 Charity	PY12026	14.00	2635/1201026		00004050	12/28/2012
MW OH	UNITED WAY OF ORANGE V001062	C P/E 12/22/12 PD DATE 12/28/12	0037-2193 Charity	PY12026	1.00	2635/1201026		00004050	12/28/2012
				<b>Vendor Total:</b>	<b>30.00</b>				
MW OH	US BANK CORPORATE V005008	PAY RYE GRASS SEED/FERTILIZER	103655-6301 Special Department Supplies	TK1219B	68.90	NOVEMBER 12		00078998	12/20/2012
MW OH	US BANK CORPORATE V005008	PAY AERATOR RENTAL DEPOSIT	103655-6130 Repair & Maint/Facilities	TK1219B	125.00	NOVEMBER 12		00078998	12/20/2012
MW OH	US BANK CORPORATE V005008	PAY CREDIT	103655-6130 Repair & Maint/Facilities	TK1219B	-72.21	NOVEMBER 12		00078998	12/20/2012
MW OH	US BANK CORPORATE V005008	PAY RYE GRASS SEED/FERTILIZER	103655-6301 Special Department Supplies	TK1219B	86.16	NOVEMBER 12		00078998	12/20/2012
MW OH	US BANK CORPORATE V005008	PAY AERATOR RENTAL DEPOSIT	103655-6130 Repair & Maint/Facilities	TK1219B	250.00	NOVEMBER 12		00078998	12/20/2012
MW OH	US BANK CORPORATE V005008	PAY MOVIE RENTAL	104071-6299 / 79392-6299 Other Purchased Services	TK1219B	321.00	NOVEMBER 12		00078998	12/20/2012
MW OH	US BANK CORPORATE V005008	PAY MOVIE RENTAL	104071-6299 / 79392-6299 Other Purchased Services	TK1219B	321.00	NOVEMBER 12		00078998	12/20/2012

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	US BANK CORPORATE PAY V005008	MOVIE RENTAL	104071-6299 / 79392-6299 Other Purchased Services	TK1219B	321.00	NOVEMBER 12		00078998	12/20/2012
MW OH	US BANK CORPORATE PAY V005008	BLOCKBUSTER MEMBERSHIP	104071-6301 Special Department Supplies	TK1219B	16.15	NOVEMBER 12		00078998	12/20/2012
MW OH	US BANK CORPORATE PAY V005008	PW SUPPLIES	433654-6130 Repair & Maint/Facilities	TK1219B	39.40	NOVEMBER 12		00078998	12/20/2012
MW OH	US BANK CORPORATE PAY V005008	PW SUPPLIES	433654-6130 Repair & Maint/Facilities	TK1219B	44.22	NOVEMBER 12		00078998	12/20/2012
MW OH	US BANK CORPORATE PAY V005008	ICE MACHINE VALVE	433654-6130 Repair & Maint/Facilities	TK1219B	13.73	NOVEMBER 12		00078998	12/20/2012
MW OH	US BANK CORPORATE PAY V005008	INTERVIEW PANEL LUNCH	102021-6250 Staff Training	TK1219B	91.50	NOVEMBER 12		00078998	12/20/2012
MW OH	US BANK CORPORATE PAY V005008	SC WASTE MGT SEMINAR	103550-6245 Meetings & Conferences	TK1219B	135.00	NOVEMBER 12		00078998	12/20/2012
MW OH	US BANK CORPORATE PAY V005008	GASOLINE	101511-5199 Other Employee Benefits	TK1219B	84.16	NOVEMBER 12		00078998	12/20/2012
MW OH	US BANK CORPORATE PAY V005008	FASTRAK	101511-5199 Other Employee Benefits	TK1219B	40.00	NOVEMBER 12		00078998	12/20/2012
MW OH	US BANK CORPORATE PAY V005008	PD OFFICE SUPPLIES	103040-6315 Office Supplies	TK1219B	110.50	NOVEMBER 12		00078998	12/20/2012
MW OH	US BANK CORPORATE PAY V005008	SLI HOTEL-KENEHAN	103042-6250 Staff Training	TK1219B	283.65	NOVEMBER 12		00078998	12/20/2012
MW OH	US BANK CORPORATE PAY V005008	CREDIT-SLI HOTEL KENEHAN	103042-6250 Staff Training	TK1219B	-283.65	NOVEMBER 12		00078998	12/20/2012
MW OH	US BANK CORPORATE PAY V005008	BATTERIES	103043-6301 Special Department Supplies	TK1219B	109.80	NOVEMBER 12		00078998	12/20/2012
MW OH	US BANK CORPORATE PAY V005008	PW SUPPLIES	0044-2040 Special Deposits	TK1219B	22.90	NOVEMBER 12		00078998	12/20/2012
MW OH	US BANK CORPORATE PAY V005008	VACUUM REPAIR	433654-6137 Repair Maint/Equipment	TK1219B	160.04	NOVEMBER 12		00078998	12/20/2012
MW OH	US BANK CORPORATE PAY V005008	RESTROOM REPAIR KIT	103655-6301	TK1219B	14.60	NOVEMBER 12		00078998	12/20/2012

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V005008		Special Department Supplies						
MW OH	US BANK CORPORATE PAY	DOOR REPAIR SUPPLIES	103655-6301	TK1219B	230.82	NOVEMBER 12		00078998	12/20/2012
	V005008		Special Department Supplies						
MW OH	US BANK CORPORATE PAY	RESTROOM REPAIR KIT	103655-6301	TK1219B	14.97	NOVEMBER 12		00078998	12/20/2012
	V005008		Special Department Supplies						
MW OH	US BANK CORPORATE PAY	CONCRETE	103655-6301	TK1219B	31.52	NOVEMBER 12		00078998	12/20/2012
	V005008		Special Department Supplies						
MW OH	US BANK CORPORATE PAY	CHIA REG-REGER,RADOMSKI	213041-6245	TK1219B	450.00	NOVEMBER 12		00078998	12/20/2012
	V005008		Meetings & Conferences						
MW OH	US BANK CORPORATE PAY	CHIA HOTEL DEPOSIT-REGER,RAI	213041-6245	TK1219B	110.88	NOVEMBER 12		00078998	12/20/2012
	V005008		Meetings & Conferences						
MW OH	US BANK CORPORATE PAY	ALUMINUM BARS	103655-6301	TK1219B	39.13	NOVEMBER 12		00078998	12/20/2012
	V005008		Special Department Supplies						
MW OH	US BANK CORPORATE PAY	CONF HOTEL-RIVAS,SANTIAGO	103041-6250	TK1219B	306.06	NOVEMBER 12		00078998	12/20/2012
	V005008		Staff Training						
MW OH	US BANK CORPORATE PAY	RESTROOM REPAIR KIT	103655-6301	TK1219B	46.35	NOVEMBER 12		00078998	12/20/2012
	V005008		Special Department Supplies						
MW OH	US BANK CORPORATE PAY	IRRIGATION SUPPLIES	103655-6301	TK1219B	92.69	NOVEMBER 12		00078998	12/20/2012
	V005008		Special Department Supplies						
MW OH	US BANK CORPORATE PAY	PW SUPPLIES	103655-6301	TK1219B	192.83	NOVEMBER 12		00078998	12/20/2012
	V005008		Special Department Supplies						
MW OH	US BANK CORPORATE PAY	IMPA REG-SANCHEZ	101512-6245	TK1219B	29.00	NOVEMBER 12		00078998	12/20/2012
	V005008		Meetings & Conferences						
MW OH	US BANK CORPORATE PAY	TONER-PERSONNEL	101512-6315	TK1219B	44.27	NOVEMBER 12		00078998	12/20/2012
	V005008		Office Supplies						
MW OH	US BANK CORPORATE PAY	SLI HOTEL-PERRY	103041-6250	TK1219B	286.47	NOVEMBER 12		00078998	12/20/2012
	V005008		Staff Training						
MW OH	US BANK CORPORATE PAY	CREDIT	103040-6250	TK1219B	-94.55	NOVEMBER 12		00078998	12/20/2012
	V005008		Staff Training						
MW OH	US BANK CORPORATE PAY	WLL CONF HOTEL-FELDSTEIN	103040-6250	TK1219B	272.06	NOVEMBER 12		00078998	12/20/2012
	V005008		Staff Training						

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	US BANK CORPORATE PAY/ V005008	PD MOTOR FLAG STICKERS	103041-6301 Special Department Supplies	TK1219B	5.95	NOVEMBER 12		00078998	12/20/2012
MW OH	US BANK CORPORATE PAY/ V005008	PD UNIT FLAG STICKERS	103041-6301 Special Department Supplies	TK1219B	12.00	NOVEMBER 12		00078998	12/20/2012
MW OH	US BANK CORPORATE PAY/ V005008	DOG FOOD	103041-6301 Special Department Supplies	TK1219B	447.01	NOVEMBER 12		00078998	12/20/2012
MW OH	US BANK CORPORATE PAY/ V005008	VIP HOLIDAY INVITATIONS	103040-6301 Special Department Supplies	TK1219B	25.97	NOVEMBER 12		00078998	12/20/2012
MW OH	US BANK CORPORATE PAY/ V005008	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	TK1219B	95.47	NOVEMBER 12		00078998	12/20/2012
MW OH	US BANK CORPORATE PAY/ V005008	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	TK1219B	32.33	NOVEMBER 12		00078998	12/20/2012
MW OH	US BANK CORPORATE PAY/ V005008	HAND SANITIZER REFILLS	103043-6301 / 50100-6301 Special Department Supplies	TK1219B	163.12	NOVEMBER 12		00078998	12/20/2012
MW OH	US BANK CORPORATE PAY/ V005008	EXAM GLOVES	103043-6301 / 50100-6301 Special Department Supplies	TK1219B	360.49	NOVEMBER 12		00078998	12/20/2012
MW OH	US BANK CORPORATE PAY/ V005008	AUTO PARTS	433658-6134 Vehicle Repair & Maintenance	TK1219B	244.48	NOVEMBER 12		00078998	12/20/2012
MW OH	US BANK CORPORATE PAY/ V005008	CREDIT	433658-6134 Vehicle Repair & Maintenance	TK1219B	-161.52	NOVEMBER 12		00078998	12/20/2012
MW OH	US BANK CORPORATE PAY/ V005008	BIN LINERS	103652-6310 Street Signs	TK1219B	75.40	NOVEMBER 12		00078998	12/20/2012
MW OH	US BANK CORPORATE PAY/ V005008	SERVICE PD CAR	433658-6134 Vehicle Repair & Maintenance	TK1219B	426.36	NOVEMBER 12		00078998	12/20/2012
MW OH	US BANK CORPORATE PAY/ V005008	WEBINAR	101511-6245 Meetings & Conferences	TK1219B	25.00	NOVEMBER 12		00078998	12/20/2012
MW OH	US BANK CORPORATE PAY/ V005008	AIRFARE-BUTZLAFF	101511-6245 Meetings & Conferences	TK1219B	453.60	NOVEMBER 12		00078998	12/20/2012
MW OH	US BANK CORPORATE PAY/ V005008	CNG FUEL	433658-6345 Gasoline & Diesel Fuel	TK1219B	0.35	NOVEMBER 12		00078998	12/20/2012
MW OH	US BANK CORPORATE PAY/ V005008	CNG FUEL	433658-6345	TK1219B	35.92	NOVEMBER 12		00078998	12/20/2012

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V005008		Gasoline & Diesel Fuel						
MW OH	US BANK CORPORATE PAY	A/C REPAIRS	433658-6134 Vehicle Repair & Maintenance	TK1219B	342.79	NOVEMBER 12		00078998	12/20/2012
MW OH	US BANK CORPORATE PAY	CREDIT	103655-6130 Repair & Maint/Facilities	TK1219B	-36.11	NOVEMBER 12		00078998	12/20/2012
MW OH	US BANK CORPORATE PAY	ST. AUGUSTINE GRASS	103655-6301 Special Department Supplies	TK1219B	55.77	NOVEMBER 12		00078998	12/20/2012
MW OH	US BANK CORPORATE PAY	WINDOW TINTING	433658-6134 Vehicle Repair & Maintenance	TK1219B	290.00	NOVEMBER 12		00078998	12/20/2012
MW OH	US BANK CORPORATE PAY	RADIATOR HOSE	433658-6134 Vehicle Repair & Maintenance	TK1219B	122.58	NOVEMBER 12		00078998	12/20/2012
			<b>Vendor Total:</b>		<b>7,372.31</b>				
MW OH	VANTAGEPOINT TRANSFER	P/E 12/8/12 PD DATE 12/14/12	0010-2170 Deferred Comp Payable - ICMA	PY12025	464.49	2606/1201025		00078923	12/14/2012
MW OH	VANTAGEPOINT TRANSFER	P/E 12/8/12 PD DATE 12/14/12	0048-2170 Deferred Comp Payable - ICMA	PY12025	10.58	2606/1201025		00078923	12/14/2012
MW OH	VANTAGEPOINT TRANSFER	P/E 12/8/12 PD DATE 12/14/12	0037-2170 Deferred Comp Payable - ICMA	PY12025	17.06	2606/1201025		00078923	12/14/2012
MW OH	VANTAGEPOINT TRANSFER	P/E 12/8/12 PD DATE 12/14/12	0029-2170 Deferred Comp Payable - ICMA	PY12025	7.06	2606/1201025		00078923	12/14/2012
MW OH	VANTAGEPOINT TRANSFER	P/E 12/22/12 PD DATE 12/28/12	0029-2170 Deferred Comp Payable - ICMA	PY12026	7.06	2606/1201026		00004051	12/28/2012
MW OH	VANTAGEPOINT TRANSFER	P/E 12/22/12 PD DATE 12/28/12	0037-2170 Deferred Comp Payable - ICMA	PY12026	17.06	2606/1201026		00004051	12/28/2012
MW OH	VANTAGEPOINT TRANSFER	P/E 12/22/12 PD DATE 12/28/12	0048-2170 Deferred Comp Payable - ICMA	PY12026	10.58	2606/1201026		00004051	12/28/2012
MW OH	VANTAGEPOINT TRANSFER	P/E 12/22/12 PD DATE 12/28/12	0010-2170 Deferred Comp Payable - ICMA	PY12026	464.49	2606/1201026		00004051	12/28/2012
			<b>Vendor Total:</b>		<b>998.38</b>				
MW OH	VT ELECTRIC INC	ELECTRICAL-PARK LIGHTING PRC	333555-6185 / 6104740023-6185	TK1219B	35,244.19	122012-280	P07497	00078999	12/20/2012

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V006349		Construction Services						
			<b>Vendor Total:</b>		<b>35,244.19</b>				
MW OH	VULCAN MATERIALS COMI PAVING ASPHALT V001102		103652-6301 Special Department Supplies	TK1219B	295.58	210814	P07334	00079000	12/20/2012
MW OH	VULCAN MATERIALS COMI PAVING ASPHALT V001102		103652-6301 Special Department Supplies	TK1219B	295.58	216809	P07334	00079000	12/20/2012
MW OH	VULCAN MATERIALS COMI PAVING ASPHALT V001102		103652-6301 Special Department Supplies	TK1219B	296.32	227254	P07334	00079000	12/20/2012
MW OH	VULCAN MATERIALS COMI PAVING ASPHALT V001102		103652-6301 Special Department Supplies	TK1219B	88.36	227255	P07334	00079000	12/20/2012
			<b>Vendor Total:</b>		<b>975.84</b>				
MW OH	WESTERN TRANSIT V008280	NOV SR. TRANSPORTATION SVS	504315-6401 / 79538-6401 Community Programs	TK1219B	3,361.15	2.1860	P07802	00079001	12/20/2012
			<b>Vendor Total:</b>		<b>3,361.15</b>				
MW IP	WEX BANK V007269	NOV FLEET GAS	433658-6345 Gasoline & Diesel Fuel	ITK0104A	2,439.89	31280600	P07141	00079006	01/03/2012
MW IP	WEX BANK V007269	DEC FLEET GAS	433658-6345 Gasoline & Diesel Fuel	ITK0104A	2,709.75	31572418	P07141	00079006	01/03/2012
			<b>Vendor Total:</b>		<b>5,149.64</b>				
MW OH	WILLDAN ASSOCIATES V001127	NOV CITY ENGINEERING	484356-6015 Engineering Services	TK0107A	4,760.00	003-14469	P07339	00079050	01/15/2013
MW OH	WILLDAN ASSOCIATES V001127	JULY TE PLANNING SRVS	333552-6015 / 6103615019-6015 Engineering Services	TK0107A	1,260.00	006-11548	P07546	00079050	01/15/2013
			<b>Vendor Total:</b>		<b>6,020.00</b>				
MW OH	YORBA LINDA WATER DISTI NOV WATER CHARGES V001148		431010-6335 Water	TK1219B	88.50	120312		00079002	12/20/2012
MW IP	YORBA LINDA WATER DISTI NOV SEWER CHARGES V006633		484356-6297 Billing Services	ITK1214A	250.00	7823		00078914	12/13/2012

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Vendor Total:	250.00				
MW OH	ZUMAR INDUSTRIES INC V001156	STREET SIGNS	103652-6310 Street Signs	TK1219B	273.87	0141770	P07319	00079003	12/20/2012
				Vendor Total:	273.87				
				Type Total:	2,772,951.63				
				Warrant Total:	2,847,241.51				



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY DIRECTOR OF COMMUNITY SERVICES

DATE: JANUARY 15, 2013

SUBJECT: **APPROVAL OF 2013 HERITAGE FESTIVAL DATE, LOCATION, THEME, AND PARADE ROUTE**

FISCAL  
IMPACT: TO BE DETERMINED

### **SUMMARY:**

The City of Placentia Heritage Festival Committee is requesting approval of the event date, location, theme, parade route, and application fees for the 2013 Heritage Festival. The event, as proposed, would be held on Saturday, October 12, 2013 and carry the theme "We Are On Our Way . . ." This action approves the date, location, theme, and parade route for the festival.

### **RECOMMENDATION:**

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

1. Approve the Heritage Festival Committee's recommendation of event date, location, theme, and parade route.

### **DISCUSSION:**

The Heritage Committee began working diligently following the 2012 Heritage Festival and Parade to determine an appropriate theme for the 49<sup>th</sup> annual event. Many ideas were discussed at the November 14, 2012 Heritage Committee Meeting. The Committee members unanimously agreed to recommend "We Are On Our Way . . ." as the theme for the 2013 Heritage Festival and Parade.

The Heritage Committee is not recommending any changes to the parade route for 2013 based on the success of the 2012 parade route. The recommended route would begin on Kraemer Boulevard at the intersection of Morse Avenue. The parade would start at 9:30 a.m., travel northbound passing the Placentia Town Center providing excellent viewing opportunities as well as an increase in retail traffic for the surrounding businesses. The parade would continue north on Kraemer Boulevard ending at the Festival location of Tri-City Park. The total distance of the recommended parade route is 1.28 miles.

In an effort to maintain a high level of entertainment and cultural diversity in the parade, the Heritage Committee is once again recommending the inclusion of a band review. The band review would start at 9:15 a.m. and be staged on Palm Drive beginning at Valencia Avenue, travel westbound on Palm Drive to Angelina Drive, southbound on Angelina Drive to Morse Avenue. The bands would join the main body of the parade at Morse Avenue and Kraemer Boulevard. The total distance of the band review portion of the parade is 0.54 miles.

**1d**

**January 15, 2013**

Additional activities proposed for this year's event include the pancake breakfast, craft fair, food vendors, Chamber of Commerce business showcase, game area, display booths, beer and wine garden, concert, car show and entertainment. The pancake breakfast is scheduled to begin at 7:00 a.m. with the other Festival activities scheduled to begin at 10:00 a.m. and conclude at 4:00 p.m. The planning process for the 2013 event will continue over the next several months with the Heritage Committee and Staff working diligently to ensure that the 49<sup>th</sup> Annual Heritage Festival is a huge success.

Prepared by:

Reviewed and approved:

  
\_\_\_\_\_  
Jonathan Nicks  
Deputy Director of Community Services

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

Reviewed by:

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



# Placentia City Council

## **AGENDA REPORT**

**TO:** CITY COUNCIL

**VIA:** CITY ADMINISTRATOR

**FROM:** DEPUTY DIRECTOR OF COMMUNITY SERVICES

**DATE:** JANUARY 15, 2013

**SUBJECT: APPROVAL OF AMENDMENT NO. 3 TO THE LEASE AGREEMENT BETWEEN THE CITY OF PLACENTIA AND THE FOUNDERS SOCIETY FOR USE OF THE BRADFORD HOUSE**

**FISCAL IMPACT:** EXPENSE: \$6,800 (ACCOUNT NO.: 404582-6201)

**SUMMARY:**

The current lease between the City and the Founders Society for the use, maintenance and upkeep of the historical Bradford House expired December 31, 2012. The attached Amendment No. 3 extends the lease agreement for a one-year period, January 1, 2013 through December 31, 2013, and is recommended for approval by the City staff and the Founders Society.

**RECOMMENDATION:**

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

1. Authorize the Mayor and City Clerk to sign the attached Amendment No. 3 agreement between the City and the Founders Society for the use, maintenance and upkeep of the Bradford House.

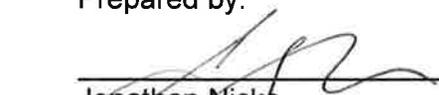
**DISCUSSION:**

The proposed Amendment No. 3 is fundamentally the same as the previously amended agreement. The City will maintain fire insurance on the structure while the Founders Society will be responsible for providing fire insurance on the contents of the house and maintain public liability, property, and general liability insurance as outlined in section 3.g. of the original agreement. Over the next year, staff will work with the Founders Society to review this agreement to determine what is best for both parties.

**FINANCIAL IMPACT:**

The City will provide up to \$6,800 to assist the Founders Society with their insurance needs. This amount has already been allocated in the current Fiscal Year general fund operating budget.

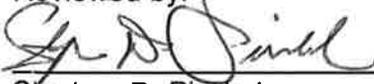
Prepared by:

  
 \_\_\_\_\_  
 Jonathan Nicks  
 Deputy Director of Community Services

Reviewed and approved:

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

Reviewed by:

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

**1e**

**January 15, 2013**

Attachment: Amendment No. 3 to the Lease Agreement between the City of Placentia and the Founders Society for use of the Bradford House

**AMENDMENT NO. 3 TO  
LEASE AGREEMENT**

This **Amendment No. 3 to Lease Agreement** ("Amendment No. 3") is made and entered into by and between the City of Placentia, a municipal corporation, hereafter "the City," and the Placentia Founders Society, Inc., hereafter "The Founders Society."

RECITALS

- A. On or about November 2002, the City and The Founders Society entered into a Lease Agreement whereby the City leased to The Founders Society that certain real property and improvements situated in the City of Placentia, County of Orange, State of California, commonly known as the Bradford House, located at 136 East Palm Circle, Placentia, California 92870, and including an eight (8) foot border around the structure, for the term commencing January 1, 2003 and ending December 31, 2007.
- B. Section 11 of the Lease Agreement permits the City to renew and/or amend the Lease Agreement in its discretion upon request of The Founders Society.
- C. Through Amendment No. 2 to the Lease Agreement, the City and the Founder's Society extended the term of the Agreement through December 31, 2012. A true and correct copy of the Lease Agreement is attached hereto at Exhibit "A" and incorporated herein.
- D. Through Amendment No. 3 to the Lease Agreement, the City and the Founder's Society updated insurance requirements contained in Section 5.a. of the agreement.
- E. Through this Amendment No. 3 to Lease Agreement, the City and The Founders Society desire to extend the term of the Agreement through and including December 31, 2013.

AGREEMENT

In consideration of the covenants and agreements contained herein, the City and The Founders Society agree as follows:

- 1. The term of the Lease set forth in Section 1 of the Lease Agreement shall be extended through and including December 31, 2013.

Except as otherwise set forth in this Amendment No. 3, all other provisions of the Lease Agreement shall remain in full force and effect. To the extent of any inconsistencies between the terms and conditions of this Amendment No. 3 and the terms and conditions of the Lease Agreement, the terms and conditions of this Amendment No. 3 shall control.

**IN WITNESS WHEREOF**, the Parties herein have caused this Amendment No. 1 to Lease Agreement to be executed as of the date last written below.

**THE CITY OF PLACENTIA**

**THE PLACENTIA FOUNDERS  
SOCIETY, INC.**

\_\_\_\_\_  
Scott W. Nelson, Mayor

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew Arczynski, City Attorney

EXHIBIT "A"  
LEASE AGREEMENT

## **AMENDMENT NO. 2 TO LEASE AGREEMENT**

This **Amendment No. 2 to Lease Agreement** ("Amendment No. 2") is made and entered into by and between the City of Placentia, a municipal corporation, hereafter "the City," and the Placentia Founders Society, Inc., hereafter "The Founders Society."

### RECITALS

A. On or about November 2002, the City and The Founders Society entered into a Lease Agreement whereby the City leased to The Founders Society that certain real property and improvements situated in the City of Placentia, County of Orange, State of California, commonly known as the Bradford House, located at 136 East Palm Circle, Placentia, California 92870, and including an eight (8) foot border around the structure, for the term commencing January 1, 2003 and ending December 31, 2007.

B. Section 11 of the Lease Agreement permits the City to renew and/or amend the Lease Agreement in its discretion upon request of The Founders Society.

C. The City and the Founders Society Amended the Lease Agreement to extend the term of the Agreement through and including December 31, 2012. A copy of the Lease Agreement, as amended is attached as Exhibit "A".

D. Through this Amendment No. 2 to Lease Agreement, the City and The Founders Society desire to update insurance requirements contained in Section 5.a. of the Agreement.

### AGREEMENT

In consideration of the covenants and agreements contained herein, the City and The Founders Society agree that Section 5.a. of the Lease Agreement, which includes the title "COVENANTS OF THE CITY" and the phrase "The City promises as follows:" is hereby amended to read as follows:

- a) That on or before the renewal date of The Founders Society's insurance, which is procured for the benefit of the City, and upon receipt of an invoice from the Founders Society, the City will pay the following amount toward the cost of insurance: an amount not to exceed \$6,100.00 plus an annual increase not to exceed 5% based on the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for the previous calendar year. If this amount is not sufficient to cover the insurance cost, the Founders

IN WITNESS WHEREOF, the Parties herein have caused this Amendment No. 1 to Lease Agreement to be executed as of the date last written below.

THE CITY OF PLACENTIA

THE PLACENTIA FOUNDERS SOCIETY, INC.

Constance Underhill  
Constance Underhill, Mayor

October 2, 2007  
Date

Leanne Coulson  
Leanne Coulson, President

July 31, 2007  
Date

ATTEST:

Patrick J. Melia  
Patrick J. Melia, City Clerk

APPROVED AS TO FORM:

Thomas F. Nixon  
Thomas F. Nixon, City Attorney

The proceeds of any insurance required under this lease shall be paid into the treasury of The City in a special trust account.

All insurance and The City's liability in connection with the Bradford House shall be reviewed annually by the City's Director of Finance for sufficiency of coverage and any alterations or changes requested by The City shall be made to The Founders Society no later than sixty (60) days prior to the annual anniversary date of the above-mentioned policies.

- h) Workers Compensation Insurance. The Founders Society shall maintain, during the life of this lease, workers compensation insurance for all its employees employed at the site of improvement, and in case any work is sublet, The Founders Society shall require any contractor or subcontractor to provide workers compensation insurance for all the contractors or subcontractors or its employees.

In addition, The Founders Society shall supply evidence of compliance with Labor Code Section 3800 regarding workers compensation insurance as a condition to the issuance of building permits regarding the Bradford House.

The Founders Society shall indemnify The City for any damage resulting to it from failure of either The Founders Society or any contractor or subcontractor to take out and maintain such insurance.

- i) That if any mechanic's lien or liens shall be filed against the leased premises for work done by or for, or materials furnished to The Founders Society, The Founders Society shall forthwith, or within ninety (90) days thereafter, either cause the same to be discharged by paying the amount of the lien or shall litigate the same with due care and diligence to a final judgment or decree from which there is no appeal, and in the event such judgment or decree upholds said lien in whole or in part, The Founders Society shall forthwith pay the same.

**5. COVENANTS OF THE CITY**

The City promises as follows:

- a) That on or before the renewal date of The Founders Society's insurance, and upon receipt of an invoice from the Founders Society, The City will pay an amount not to exceed \$5,000 annually toward the cost of insurance. If \$5,000 is not sufficient to cover the insurance cost, The Founders Society may, in writing, request additional funds from the City Council.

There are no covenants and warranties other than those expressed herein, other than the warranty of title.

11. **RENEWAL OF LEASE**

The Founders Society shall notify The City in writing of its intention to apply for a renewal or cancellation of the lease ninety (90) days prior to the expiration date of this lease.

The City does hereby reserve the right to review this lease at the end of the five-year period, and in its discretion, agree to renew, amend or cancel the lease.

THE CITY OF PLACENTIA

THE FOUNDERS SOCIETY

  
MAYOR

  
PRESIDENT

10-29-02  
Date

November 8, 2002  
Date

ATTEST:

  
EDMUND M. PONCE  
CITY CLERK

APPROVED AS TO FORM:

  
THOMAS F. NIXON  
CITY ATTORNEY



# Placentia City Council

## AGENDA REPORT

TO: CITY ADMINISTRATOR

FROM: DIRECTOR OF FINANCE

DATE: OCTOBER 8, 2002

SUBJECT: LEASE AGREEMENT BETWEEN THE CITY OF PLACENTIA AND THE FOUNDERS SOCIETY FOR USE OF THE BRADFORD HOUSE

FINANCIAL IMPACT: NOT TO EXCEED \$5,000 PER YEAR  
ACCOUNT 930-400-9804-7110

### INTRODUCTION:

The current lease between the City and the Founders Society for the use, maintenance and upkeep of the historical Bradford House will expire December 31, 2002. The attached new agreement is for a five-year period, January 1, 2003 through December 31, 2007, and is recommended for approval by the City staff and the Founders Society.

### TERMS:

While the proposed agreement is basically the same as the previous agreement, following are some of the main lease points:

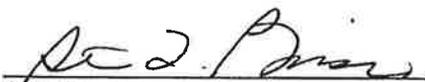
1. The term of the agreement is from January 1, 2003 through December 31, 2007.
2. The City will maintain fire insurance on the structure while the Founders Society will be responsible for providing their own fire insurance on the contents of the house. Also, the Founders Society is responsible for maintaining automobile/general liability insurance as outlined in the agreement.
3. The City will provide up to \$5,000 per year to assist the Founders Society with their insurance needs. The prior two-year actuals were \$4,051 and \$3,721.
4. The rental agreement has been reviewed and approved as to form by the City Attorney.

### RECOMMENDATION:

Staff recommends the City Council authorize the Mayor and City Clerk to sign the attached agreement between the City and the Founders Society for the use, maintenance and upkeep of the Bradford House.

Respectfully submitted:

Reviewed and approved:

  
Steven L. Brisco  
Director of Finance

  
Robert D'Amato  
City Administrator

SLB:re

Attachment: As stated

ACTION:

- Approved  Denied  
 Receive & File  
 Continued to \_\_\_\_\_

AGENDA ITEM NO.:

7

COUNCIL MEETING DATE

OCT 15 2002

VOTE: 5-0  
FILE# 220/456



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: JANUARY 15, 2013

**SUBJECT: ADOPTION OF RESOLUTION NO. R-2013-XX AUTHORIZING THE CITY ADMINISTRATOR OR HIS DESIGNEE TO EXECUTE ALL NECESSARY DOCUMENTS FOR SECURING GRANT FUNDS FROM THE U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF RECLAMATION FOR THE WATERSMART: WATER AND ENERGY EFFICIENCY GRANTS FOR FISCAL YEAR 2013-2014**

**FINANCIAL**

IMPACT: None at this time

**SUMMARY:**

The City has submitted an application for the WaterSMART: Water and Energy Efficiency Grant for Fiscal Year 2013. The purpose of this grant program is to fund projects that conserve and use water more efficiently. The City is requesting funds for the purchase and installation of 91 weather based irrigation controllers. This action will authorize the City Administrator or his designee to execute all necessary documents for securing grant funds from the U.S. Department of the Interior, Bureau of Reclamation for the WaterSMART: Water and Energy Efficiency Grant.

**RECOMMENDATION:**

It is recommended that City Council take the following actions:

1. Adopt Resolution No. R-2013-XX A Resolution of the City Council of the City of Placentia, California authorizing the City Administrator or his designee to execute all necessary documents for securing grant funds from the U.S. Department of the Interior, Bureau of Reclamation for the WaterSMART: Water and Energy Efficiency Grant.

**DISCUSSION:**

The Western portion of the United States is facing an increasing set of water resource challenges. Aging infrastructure, rapid population growth, depletion of groundwater resources, impaired water quality, and drought along the Colorado River pose many challenges to the State and local municipalities that rely on imported water. Water shortages and water-use conflicts have become more and more commonplace among the Colorado River lower basin states. As

competition for water resources grows – for crop irrigation, growing cities and communities, energy production, and the environment – the need for conservation increases. The U.S. Department of the Interior, Bureau of Reclamation recognizes these challenges. This grant program establishes a framework to provide Federal leadership and assistance on the efficient use of water, integrating water and energy policies to support the sustainable use of natural resources. The purpose of this program is to fund projects that seek to conserve and use water more efficiently.

The City is requesting funding for 91 weather based irrigation controllers (WBIC). These controllers will replace the City's existing citywide and battery operated controllers. WBIC are a new generation of irrigation controllers that utilize prevailing weather conditions, current and historic evapotranspiration, soil moisture levels, and other relevant factors to adapt water applications to meet the actual needs of plants. WBIC act like a thermostat for the sprinkler system telling when to turn on and off, use local weather and landscape conditions to tailor watering schedules to actual conditions on site. Instead of irrigating using a controller with a clock and a preset schedule, WBIC allow watering schedules to better match turf and plant water needs.

Irrigation demand is the single largest end use of water in the urban sector in California. Irrigation demands typically account for 50% or more of the total water used in many California homes and businesses. Improving irrigation efficiency will yield more water savings than other traditional conservation measures. Excessive irrigation not only wastes water but contributes to stormwater pollution from lawn and other landscape chemicals, and requires considerable time, labor, and energy for maintenance.

In November 2009, SB x7-7 was enacted by the California legislature. This bill required all water suppliers to increase water use efficiency and requires a 20 percent decrease in consumption by 2020. By installing these controllers throughout the City, Placentia will be on track to lower our consumption through this targeted effort at reducing landscape runoff. This will be the City's first application under this grant program.

**FISCAL IMPACT:**

There is no current fiscal impact for applying for this grant. Should we be awarded, this grant requires a 50 percent match. The City is requesting a project total of \$242,178.61 therefore the City's match for the grant project is \$121,089.31. Staff has estimated that there would be significant water savings from transitioning from traditional irrigation controllers to the WBIC. These water savings would offset the match requirement.

Submitted by:

  
\_\_\_\_\_  
Steve Drinovsky  
Director of Public Works

Reviewed and approved:

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

Attachments: As Stated

RESOLUTION NO. R-2013-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING THE CITY ADMINISTRATOR OR HIS DESIGNEE TO EXECUTE ALL NECESSARY DOCUMENTS FOR SECURING GRANT FUNDS FROM THE UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF RECLAMATION FOR THE WATERSMART: WATER AND EFFICIENCY GRANT FOR FY 2013

**A. Recitals.**

- (i) The President's fiscal year 2013 budget request included a \$21.5 million proposal for WaterSMART Grants; and
- (ii) The City Council of the City of Placentia supports the implementation of water saving measures; and
- (iii) The United States Department of the Interior, Bureau of Reclamation is currently accepting applications for WaterSMART Grants; and
- (iv) The City Council of the City of Placentia supports the application for a WaterSMART grant, Funding Group 1, in the amount of \$121,089.30 (total project amount \$242,178.61); and
- (v) The City of Placentia agrees to match this amount at a rate of 100 percent for the proposed project in an amount not to exceed \$121,089.31; and
- (vi) The total amount of the WaterSMART grant will be used to install weather based irrigation controllers throughout the City; and
- (vii) The City of Placentia is committed to providing the required match of non-federal funds.

**B. Resolution.**

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

1. In all respects as set forth in the Recitals, Part A., above.

2. The City Council of the City of Placentia authorizes the submittal of an application for the WaterSMART grant to the United States Department of the Interior, Bureau of Reclamation.

3. The City Administrator or his designee is hereby authorized and empowered to execute in the name of the City of Placentia all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project; and

4. These authorizations are effective for five years from the date of adoption of this Resolution.

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

APPROVED and ADOPTED this 15<sup>th</sup> day of January 2013.

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SCOTT NELSON,  
MAYOR

ATTEST:

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PATRICK J. MELIA,  
CITY CLERK

I, PATRICK J. MELIA, CITY CLERK of the CITY OF PLACENTIA DO HEREBY CERTIFY that the foregoing Resolution No. was adopted at a regular meeting of the City Council held on the 15<sup>TH</sup> day of January 2013 by the following vote:

AYES:COUNCILMEMBERS:

NOES:COUNCILMEMBERS:

ABSENT:COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

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PATRICK J. MELIA,  
CITY CLERK

APPROVED AS TO FORM:

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ANDREW V. ARCZYNSKI,  
CITY ATTORNEY



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: JANUARY 15, 2013

SUBJECT: **RELEASE OF LABOR AND MATERIALS BOND AND PERFORMANCE BOND—  
TRACT NO. 16839 ORANGETHORPE AT VAN BUREN (ETCO HOMES)**

FISCAL  
IMPACT: NONE

### **INTRODUCTION:**

ETCO Homes, the builder of Tract No. 16839 has completed the public improvements as set forth in an improvement agreement and is requesting the release of surety. The amount of surety for the two bonds is \$455,418. This action authorizes the City Engineer to release the bonds being held as surety for the construction subdivision improvements.

### **RECOMMENDATION:**

It is recommended that City Council take the following actions:

1. Authorize the City Engineer to release bond No. 0570338 in the amount of \$224,198; and
2. Authorize the City Engineer to release bond No. 0547035 in the amount of \$231,220.

### **DISCUSSION:**

ETCO Homes is the primary developer of recorded Tract Map 16839. In 2010, the City accepted bonds guaranteeing completion of onsite and offsite improvements. The offsite work which included public street and utility improvements at Orangethorpe and Cherry has been completed.

ETCO signed a subdivision improvement agreement with the City of Placentia in 2010 which provided a method to satisfy their obligations which included:

- A Performance Bond No. 0547035 in the amount of \$231,220 to cover performance of the improvement agreement for grading required of Tract No. 16839. The developer has constructed the improvements.
- A Labor and Materials Bond No. 0570338 in the amount of \$224,198 for offsite work.

ETCO Homes has now completed their labor and material obligations for the public and private improvements consisting of streets, grading, and utilities. As a result, the labor and materials bond, as well as the Performance Bond currently held by the City is subject to release upon acceptance by the City Engineer.

**1g**

**January 15, 2013**

**FISCAL IMPACT:**

None.

Submitted by:



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Steve Drinovsky  
Director of Public Works

Reviewed and approved:



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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 PUBLIC WORKS

DATE: JANUARY 15, 2013

SUBJECT: RECOMMENDATION TO APPROVE PROFESSIONAL SERVICES AGREEMENT WITH STANTEC CONSULTING SERVICES, INC., FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE 2013 SAFE ROUTES TO SCHOOL (SR2S) PROGRAM SCHOOL SIGN COMPLIANCE PROJECT

FISCAL IMPACT:

EXPENSE:	\$96,754
OFFSETTING REVENUE:	\$409,000 SAFE ROUTES TO SCHOOL GRANT FUNDING & \$45,700 COMMUNITY FACILITIES DISTRICT FUNDS
BUDGETED:	\$454,700 (ACCOUNT NO.: 333552-6185 J/L 61114)

### **SUMMARY:**

The City of Placentia has been approved to receive \$409,000 in Safe Routes to School (State) funds for the School Sign Compliance Project. The project will upgrade all of the school signs and markings throughout the City and includes school warning, crosswalk, and speed limit signs, pavement legends, installation of pedestrian countdown heads and School Route Plan maps. This action will approve an agreement with Stantec Consulting Services, Inc. to complete the traffic engineering design of this project utilizing \$96,754 of the total grant funds.

### **RECOMMENDATION:**

It is recommended that City Council take the following actions:

1. Approve a professional services agreement with Stantec Consulting Services, Inc., in a form approved by the City Attorney for an amount not to exceed \$96,754.00 for traffic engineering design services and;
2. Authorize the City Administrator to execute all necessary documents to effectuate this agreement.

**1h**

**January 15, 2013**

**DISCUSSION:**

The City has been approved to receive \$409,000 in Department of Transportation State Funded Safe Routes to School (SR2S) Program funding. Although the City has been able to make updates near some local schools, without the assistance of the SR2S funding, the City falls well short of meeting the current Federal regulations. The SR2S funds will be used to evaluate and update school zone signage at various schools throughout the City. The funding also provides for preparation of updated Suggested Routes to School maps for each school within Placentia. The combination of these efforts will improve overall school safety and encourage more students to walk or bicycle to school. The SR2S funds also cover installation of the updated school signs and markings, which will be addressed through a separate construction contract.

In December 2012 the City distributed a Request For Qualifications to several engineering firms specializing in traffic engineering and safe routes to school experience. On January 3<sup>rd</sup> City Staff evaluated proposals submitted by Stantec Consulting Services, Inc., Albert Grover & Associates and KOA Corporation. After evaluating each proposal based on selected criteria focusing on laws related to traffic control devices, SR2S project experience and project understanding, Staff recommends Stantec Consulting Services, Inc. (Stantec) to provide the City with professional traffic engineering services for the 2013 Safe Routes to School Project. The City's Traffic Engineer recused herself from the selection process due to potential conflict of interest since a family member works for one of the engineering firms. The City's Traffic Engineer has personal knowledge of the qualifications and experience of the Stantec team and confirmed that they are well-qualified to perform the work. The team presented to the City by Stantec Consulting Services, Inc. has significant experience and knowledge working with the California Manual on Uniform Traffic Control Devices (CA MUTCD), as well as a good understanding the rules and regulations regarding SR2S funding. They are well aware of what the City is requesting and have experience working on similar projects.

**FISCAL IMPACT:**

The funds allocated for the traffic engineering design part of the project total \$96,754. The primary funding source for this project is \$409,000 from the Department of Transportation State Funded Safe Routes to School Program (SR2S) funding. The SR2S grant requires a ten percent local match. The \$45,700 match will be funded utilizing Community Facilities District (CFD) Funding.

Prepared by:



Steve Drinovsky  
Director of Public Works

Reviewed and approved:



Troy L. Butzlaff, ICMA-CM  
City Administrator

**Attachment:**

1. Professional Services Agreement

**CITY OF PLACENTIA  
CONSULTING SERVICES AGREEMENT**

This Agreement is made and entered into this 15<sup>th</sup> day of January, 2013, by and between the City of Placentia, a Municipal Corporation and Charter City (hereinafter "CITY") and Stantec Consulting Services, Inc., a corporation, (hereinafter "CONSULTANT").

**A. Recitals.**

(i) CITY requires professional engineering services pertaining **Traffic Engineering Services for the 2013 Safe Routes to School Program School Signs Compliance Project**, ("Work" hereinafter).

(ii) CONSULTANT has now submitted a proposal for the performance of such services, pursuant to the terms and provisions hereof.

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

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

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

**B. Agreement.**

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

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

(b) Scope of Services: The provision of Engineering Services, Scope of Services attached to this Agreement as Exhibit "A" and incorporated herein by reference (the "services"), which includes the agreed upon schedule of performance and the schedule of fees. Consultant warrants that all services and work shall be performed in a competent, professional, and satisfactory manner in accordance with all standards prevalent in the industry. In the event of any inconsistency between the terms contained in the Scope of Services and the terms set forth in this Agreement, the terms set forth in this Agreement shall govern. Consultant shall adhere to all Federal requirements located in Exhibit "C".

**2. Time of Completion:** (a) The time for completion of the services is an essential condition of this Agreement. CONSULTANT shall prosecute regularly and diligently the Work in accordance with the agreed-upon schedule of performance set forth in Exhibit "A." CONSULTANT shall not be accountable for delays in the progress of its work caused by any condition beyond CONSULTANT's control and without the fault or negligence of

CONSULTANT. Delays shall not entitle CONSULTANT to any additional compensation regardless of the party responsible for the delay.

(b) CONSULTANT shall supply copies of all requisite maps, surveys, reports, plans, models, computer files, and documents (hereinafter collectively referred to as "Documents") including all supplemental technical documents, as described in Exhibit "A" to CITY within the time specified herein. Copies of the Documents shall be in such numbers as are required by Exhibit "A."

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

**3. Payment for Services:** (a) CITY shall pay CONSULTANT a maximum sum of **\$96,754.00** for the performance of the services. This sum shall cover the cost of all staff time and all other direct and indirect costs or fees, including the work of employees, consultants and subcontractors to CONSULTANT. Payment to CONSULTANT, by CITY, shall be made in accordance with the schedule set forth below.

(b) Payments to CONSULTANT shall be made by CITY in accordance with the invoices submitted by CONSULTANT, on a monthly basis, and such invoices shall be paid within a reasonable time after said invoices are received by CITY. All charges shall be in accordance with Exhibit "A" either with respect to hourly rates or lump sum amounts for individual tasks. In no event, however, will said invoices exceed 95% of individual task totals described in Exhibit "A."

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

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

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

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

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

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

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

**5. Records and Documents:** (a) CONSULTANT shall maintain complete and accurate records with respect to time, sales, costs, expenses, receipts and other such information required by CITY that relate to the performance of services under this Agreement. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible to the Administrator. CONSULTANT shall provide free access to the Administrator at reasonable times to such books and records; shall give CITY the right to examine and audit said books and records; shall permit CITY to make transcripts therefrom as necessary; and shall allow the inspection of all work, data, documents, proceedings, payroll documents, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

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

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

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

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

(b) If the Administrator CONSULTANT is in default in the performance of any of the terms or conditions of this Agreement, the Administrator shall cause to be served upon CONSULTANT written notice of default. CONSULTANT shall have ten (10) calendar days after service of said notice in which to cure the default by rendering satisfactory performance. In the event that CONSULTANT fails to cure its default within such period of time, CITY shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

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

To City: City of Placentia  
401 E. Chapman Ave.  
Placentia, California 92870-6101  
Attention: City Administrator

To Consultant: Stantec Consulting Services, Inc.  
19 Technology Drive, Suite 200  
Irvine, CA 92618  
Attn: Melissa Dugan, PTP

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

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

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

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

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

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

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

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

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

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

(b) **Indemnification for Other Than Professional Liability.** In addition to indemnification related to the performance of professional services and to the full extent permitted by law, CONSULTANT shall further indemnify, protect, defend and hold harmless the Indemnitees from and against any liability (including Claims) where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by CONSULTANT or by any individual or entity for which CONSULTANT is legally liable, including but not limited to officers, agents, employees or subcontractors of CONSULTANT.

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

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

**11. Assignment:** CONSULTANT shall not assign any interest in this contract without the prior written approval of CITY. Should CONSULTANT assign any interest in this contract without the prior written approval of the CITY, CITY shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, CONSULTANT's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between CITY and CONSULTANT.

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

**13. Legal Responsibilities:** (a) **Legal Requirements.** CONSULTANT shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. CONSULTANT

shall at all times observe and comply with all such laws and regulations. Neither CITY, nor its elected or appointed officers, employees or agents shall be liable at law or in equity occasioned by failure of CONSULTANT to comply with this Section.

(b) Non-liability of City Officers and Employees. No elected or appointed officer, official, employee or agent of CITY shall be personally liable to CONSULTANT, or any successor-in-interest, in the event of any default or breach by CITY or for any amount which may become due to CONSULTANT or to its successor, or for breach of any obligation of the terms of this Agreement.

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

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

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

**14. Patent/Copyright:** (a) To the fullest extent permissible under law, and in lieu of any other warranty by CITY or CONSULTANT against patent or copyright infringement, statutory or otherwise, it is agreed that CONSULTANT shall defend at its expense any claim or suit against CITY on account of any allegation that any item furnished under this Agreement, or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and CONSULTANT shall pay all costs and damages finally awarded in any such suit or claim, provided that CONSULTANT is promptly notified in writing of the suit or claim and given authority, information and assistance at CONSULTANT'S expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the negligence, recklessness or willful misconduct of CONSULTANT. However,

CONSULTANT will not indemnify CITY if the suit or claim results from: (1) CITY's alteration of a deliverable, such that CITY's alteration of such deliverable created the infringement upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by CONSULTANT when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

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

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

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

**16. Damages:** In the event CONSULTANT fails to submit to CITY the completed Work, together with all documents and supplemental material required hereunder, in public hearing form to the reasonable satisfaction of CITY, within the time set forth herein, or as may be extended by written consent of the parties hereto, CONSULTANT shall pay to CITY, as liquidated damages and not as a penalty, the sum of One Hundred dollars (\$ 100 ) per day for each day CONSULTANT is in default, which sum represents a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable losses that might result from such a default in performance by CONSULTANT, and due to the difficulty which would otherwise occur in establishing actual damages resulting from such default, unless said default is caused by CITY or by acts of God, acts of the public enemy, fire, floods, epidemics, or quarantine restrictions.

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

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

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

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

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

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

CONSULTANT

\_\_\_\_\_  
\_\_\_\_\_

CITY

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

ATTEST:

\_\_\_\_\_  
Patrick J. Melia  
City Clerk

Approved as to form:

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



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: JANUARY 15, 2013

SUBJECT: **RECOMMENDATION TO APPROVE AGENCY-STATE MASTER AGREEMENT NO. 00108S AND PROGRAM SUPPLEMENT AGREEMENT NO. 0K01 REV. 000 FOR THE SCHOOL SIGN COMPLIANCE PROJECT UTILIZING SAFE ROUTES TO SCHOOL FUNDING**

FINANCIAL  
IMPACT:

EXPENSE:	\$45,700
OFFSETTING REVENUE:	\$409,000 SAFE ROUTES TO SCHOOL GRANT FUNDING & \$45,700 COMMUNITY FACILITIES DISTRICT FUNDS
BUDGETED:	\$454,700 (ACCOUNT NO.:333552-6185 J/L 61114)

### **SUMMARY:**

The Department of Transportation (Caltrans) has approved the City to use Safe Routes to School (State) Funds for the administering and completion of the 2013 School Sign Compliance Project. The project will upgrade all of the school signs and markings throughout the City and includes school warning, crosswalk, speed limit signs, pavement legends, installation of pedestrian countdown heads, School Route plans, and encouragement and enforcement activities. The project includes eight (8) elementary schools, three (3) middle schools, three (3) high schools, and one (1) kindergarten through 12<sup>th</sup> grade school. This action will approve a Master Agreement and Program Supplement between the Department of Transportation and the City of Placentia confirming the obligations of both entities as it relates to implementation and funding of the project.

### **RECOMMENDATION:**

It is recommended that City Council take the following actions:

1. Approve Administering Agency-State Master Agreement No. 00108S, and Program Supplement Agreement No. 0K01 Rev. 000; and
2. Adopt Resolution R-2013- "A Resolution of the City Council of the City of Placentia approving Administering Agency-State Master Agreement No. 00108S and Program

Supplement Agreement No. 0K01 Rev. 000 with the State of California for Safe Routes To School Funding for the 2013 School Sign Compliance Project"; and

3. Authorize the Mayor to execute the Administering Agency-State Master Agreement and Program Supplement Agreement on behalf of the City, in a form approved by the City Attorney.

**DISCUSSION:**

The City is approved to receive \$409,000 in Department of Transportation State Funded Safe Routes to School (SR2S) Program funding. The SR2S funds will be used to evaluate and update school zone signage at various schools throughout the City. The funding also provides for preparation of updated Suggested Routes to School maps for each school within Placentia.

In order for the City to use the SR2S funding, the City is required to approve and execute a Master Agreement and Program Supplement that outlines the City's responsibilities to complete the project. Outlined in the agreements are the Department of Transportation's requirements to reimbursement the City provided all obligations are met. These are routine documents required before the City can use any State or Federal funding.

**FISCAL IMPACT:**

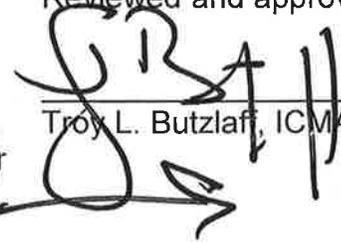
The primary funding source for this project is \$409,000 from the Department of Transportation State Funded Safe Routes to School Program (SR2S) funding. SR2S require a ten percent local match. The \$45,700 match will be funded with utilizing Community Facilities District (CFD) Funding.

Prepared by:

  
\_\_\_\_\_  
Steve Drinovsky  
Director of Public Works

  
\_\_\_\_\_  
City Administrator

Reviewed and approved:

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

Attachment:

1. Administering Agency-State Maser Agreement No. 00108S
2. Program Supplement Agreement No. 0K01 Rev. 000

MASTER AGREEMENT  
ADMINISTERING AGENCY-STATE AGREEMENT FOR  
STATE-FUNDED PROJECTS

12 City of Placentia

-----  
District     Administering Agency

Agreement No. 00108S

This AGREEMENT, is entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Placentia, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Legislature of the State of California has enacted legislation by which certain State funds are made available for use on local transportation related projects of public entities qualified to act as recipients of these state funds; and
2. WHEREAS, ADMINISTERING AGENCY has applied to the California Transportation Commission (CTC) and/or STATE for funding from either the State Transportation Improvement Program (STIP), or other State-funded programs (herein referred to as STATE FUNDS), as defined in the Local Assistance Program Guidelines (LAPG), for use on local authorized transportation related projects as a local administered project(s), hereinafter referred to as "PROJECT"; and
3. WHEREAS, said PROJECT will not receive any federal funds; and
4. WHEREAS, before STATE FUNDS will be made available for PROJECT, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving STATE FUNDS for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

## ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project-specific Program Supplement to this AGREEMENT for state funded projects, hereinafter referred to as "PROGRAM SUPPLEMENT", has been fully executed by both STATE and ADMINISTERING AGENCY.
2. The State approved project-specific allocation letter designate the party responsible for implementing PROJECT, type of work and location of PROJECT.
3. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive STATE FUNDS from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these STATE FUNDS that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all of the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.
4. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT within ninety (90) days of receipt. The PARTIES agree that STATE may suspend future allocations, encumbrances and invoice payments for any on-going or future STATE FUNDED PROJECT performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned within that ninety (90) day period unless otherwise agreed by STATE in writing.
5. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of STATE FUNDS encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all of the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.
6. STATE FUNDS will not participate in any portion of PROJECT work performed in advance of the effective date of the executed PROGRAM SUPPLEMENT for said PROJECT.
7. Projects allocated with STATE FUNDS from the STIP will be administered in accordance with the current CTC STIP Guidelines, as adopted or amended and in accordance with Chapter 23 of the Local Assistance Program Guidelines (LAPG) published by STATE.
8. Projects allocated with STATE FUNDS not programmed in the STIP will be administered in accordance with the applicable chapter of the LAPG and/or any other instructions published by STATE.
9. ADMINISTERING AGENCY's eligible costs for preliminary engineering work includes all preliminary work directly related to PROJECT up to contract award for construction, including, but not limited to, environmental studies and permits (E&P), preliminary surveys and reports, laboratory work, soil investigations, the preparation of plans, specifications and estimates (PS&E), advertising for bids, awarding of a contract and project development contract administration.

10. ADMINISTERING AGENCY's eligible costs for construction engineering includes actual inspection and supervision of PROJECT construction work; construction staking; laboratory and field testing; and the preparation and processing of field reports, records, estimates, final reports, and allowable expenses of employees/consultants engaged in such activities.
11. Unless the PARTIES agree otherwise in writing, ADMINISTERING AGENCY's employees or its sub-contractor engineering consultant shall be responsible for all PROJECT engineering work.
12. ADMINISTERING AGENCY shall not proceed with final design of PROJECT until final environmental approval of PROJECT. Final design entails the design work necessary to complete the PS&E and other work necessary for a construction contract but not required earlier for environmental clearance of that PROJECT.
13. If PROJECT is not on STATE-owned right-of-way, PROJECT shall be constructed in accordance with Chapter 11 of the Local Assistance Procedures Manual (LAPM) that describes minimum statewide design standards for local agency streets and roads. The design standards for projects off the National Highway System (NHS) allow STATE to accept either the STATE's minimum statewide design standards or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current Local Assistance Procedures Manual.
14. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and where appropriate, an executed cooperative agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its' contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights of way or work which affects STATE facilities.
15. When PROJECT is not on the State Highway System (SHS) but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.
16. The Department of General Services, Division of the State Architect, or its designee, shall review the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. ADMINISTERING AGENCY shall not award a PROJECT construction contract for these types of improvements until the State Architect has issued written approval stating that the PROJECT plans and specifications comply with the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.
17. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. While consultants may perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer, ADMINISTERING AGENCY shall provide a full-time employee to be in responsible charge of each PROJECT.

18. Unless otherwise provided in the PROGRAM SUPPLEMENT, ADMINISTERING AGENCY shall advertise, award, and administer the PROJECT construction contract or contracts.

19. The cost of maintenance, security, or protection performed by ADMINISTERING AGENCY or contractor forces during any temporary suspension of PROJECT or at any other time may not be charged to the PROJECT.

20. ADMINISTERING AGENCY shall submit PROJECT-specific award information, using Exhibit 23-A of the LAPG, to STATE's District Local Assistance Engineer, within sixty (60) days after contract award. A copy of Exhibit 23-A shall also be included with the submittal of the first invoice for a construction contract by ADMINISTERING AGENCY to: Department of Transportation, Division of Accounting Local Programs Accounting Branch, MS #33, PO Box 942874, Sacramento, California 94274-0001.

21. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Report of Expenditures" within 180 days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance Chapters 17 and 19 of the Local Assistance Procedures Manual.

22. ADMINISTERING AGENCY shall comply with the Americans with Disabilities Act (ADA) of 1990 that prohibits discrimination on the basis of disability and all applicable regulations and guidelines issued pursuant to the ADA.

23. The Governor and the Legislature of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM, attached hereto as Exhibit A and further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of work connected with PROJECT shall incorporate Exhibit A (with third party's name replacing ADMINISTERING AGENCY) as parts of such agreement.

24. ADMINISTERING AGENCY shall include in all subcontracts awarded when applicable, a clause that requires each subcontractor to comply with California Labor Code requirements that all workers employed on public works aspects of any project (as defined in California Labor Code sections 1720-1815) be paid not less than the general prevailing wage rates predetermined by the Department of Industrial Relations as effective at the date of contract award by the ADMINISTERING AGENCY.

## ARTICLE II - RIGHTS OF WAY

1. No contract for the construction of a STATE FUNDED PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights-of-way are available for construction purposes or will be available by the time of award of the construction contract.

2. The furnishing of rights of way by ADMINISTERING AGENCY as provided for herein includes, and is limited to, the following, unless the PROGRAM SUPPLEMENT provides otherwise.

(a) Expenditures to purchase all real property required for PROJECT free and clear of liens, conflicting easements, obstructions and encumbrances, after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.

(b) The cost of furnishing of right-of-way as provided for herein includes, in addition to real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of damages to owners of remainder real property not actually taken but injuriously affected by PROJECT.

(c) The cost of relocation payments and services provided to owners and occupants pursuant to Government Code sections 7260-7277 when PROJECT displaces an individual, family, business, farm operation or nonprofit organization.

(d) The cost of demolition and/or the sale of all improvements on the right-of-way after credit is recorded for sale proceeds used to offset PROJECT costs.

(e) The cost of all unavoidable utility relocation, protection or removal.

(f) The cost of all necessary hazardous material and hazardous waste treatment, encapsulation or removal and protective storage for which ADMINISTERING AGENCY accepts responsibility and where the actual generator cannot be identified and recovery made.

3. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right-of-way for a PROJECT, including, but not limited to, being clear as certified or if said right-of-way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. ADMINISTERING AGENCY shall pay, from its own non-matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights-of-way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.

## ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.
  
2. Upon ADMINISTERING AGENCY's acceptance of the completed construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future STATE FUNDED PROJECTS of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.
  
3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

## ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the CTC.
2. STATE'S financial commitment of STATE FUNDS will occur only upon the execution of this AGREEMENT, the execution of each project-specific PROGRAM SUPPLEMENT and/or STATE's approved finance letter.
3. ADMINISTERING AGENCY may submit signed duplicate invoices in arrears for reimbursement of allowable PROJECT costs on a monthly or quarterly progress basis once the project-specific PROGRAM SUPPLEMENT has been executed by STATE.
4. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the STATE FUNDS are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future allocations and invoice payments for any on-going or future STATE FUNDED project performed by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period
5. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with Chapter 5 of the LAPM.
6. Invoices must have at least one copy of supporting backup documentation for allowable costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
7. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursements of actual allowable PROJECT costs already incurred and paid for by ADMINISTERING AGENCY.
8. An indirect cost allocation plan and related documentation are to be provided to STATE (Caltrans Audits & Investigations) annually for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect cost incurred within each fiscal year being claimed for reimbursement. The indirect cost allocation plan must be prepared in accordance with the requirements set forth in Office of Management and Budget Circular A-87 and Chapter 4 of the Local Assistance Procedures Manual.
9. STATE will withhold the greater of either two (2) percent of the total of all STATE FUNDS encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.
10. The estimated total cost of PROJECT, the amount of STATE FUNDS obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES with an allocation letter and finance letter. STATE FUNDING may be increased to cover PROJECT cost increases only if such additional funds are available and the CTC and/or STATE concurs with that increase in the form of an allocation and finance letter.

11. When such additional STATE FUNDS are not available, ADMINISTERING AGENCY agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.
12. ADMINISTERING AGENCY shall use its own non STATE FUNDS to finance the local share of eligible costs and all PROJECT expenditures or contract items ruled ineligible for financing with STATE FUNDS. STATE shall make the final determination of ADMINISTERING AGENCY's cost eligibility for STATE FUNDED financing with respect to claimed PROJECT costs.
13. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.
14. STATE FUNDS allocated from the STIP are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and STATE.
15. STATE FUNDS encumbered for PROJECT are available for liquidation only for five (5) years from the beginning of the State fiscal year when those funds were appropriated in the State Budget. STATE FUNDS not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Government Code section 16304. The exact date of fund reversion will be reflected in the STATE signed PROJECT finance letter.
16. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid to rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand.
17. ADMINISTERING AGENCY agrees to comply with Office of Management and Budget (OMB) Circular A-87, Cost Principles for State and Local Governments, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
18. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items and (b) those parties shall comply with federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving PROJECT funds as a contractor or sub-contractor under this AGREEMENT shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. ADMINISTERING AGENCY agrees to comply with the provisions set

forth in 23 CFR Parts 140, 645 and 646 when contracting with railroad and utility companies.

19. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under OMB Circular A-87, 48 CFR, Chapter 1, Part 31, 23 CFR Parts 140, 645 and 646 or 49 CFR, Part 18, are subject to repayment by ADMINISTERING AGENCY to STATE.

20. Upon written demand by STATE, any overpayment to ADMINISTERING AGENCY of amounts invoiced to STATE shall be returned to STATE.

21. Should ADMINISTERING AGENCY fail to refund any moneys due STATE as provided herein or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty (30) days of demand, or within such other period as may be agreed to in writing between the PARTIES hereto, STATE, acting through the State Controller, the State Treasurer, the CTC or any other public entity or agency, may intercept, withhold and demand the transfer of an amount equal to the amount paid by or owed to STATE for each PROJECT, from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may also withhold approval of future STATE FUNDED projects proposed by ADMINISTERING AGENCY.

22. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, pursuant to Article IV - 21, from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

23. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover STATE FUNDS improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

## ARTICLE V

### AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records when determined to be necessary or appropriate and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of Article V.
2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred PROJECT costs and matching funds by line item for the PROJECT. The accounting system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.
3. For the purpose of determining compliance with Title 21, California Code of Regulations, Chapter 21, section 2500 et seq., when applicable, and other matters connected with the performance and costs of ADMINISTERING AGENCY's contracts with third parties pursuant to Government Code section 8546.7, ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above-referenced parties shall make such AGREEMENT and PROGRAM SUPPLEMENT materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of final payment to ADMINISTERING AGENCY under any PROGRAM SUPPLEMENT. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States, shall each have access to any books, records, and documents that are pertinent to a PROJECT for audits, examinations, excerpts, and transactions and ADMINISTERING AGENCY shall furnish copies thereof if requested.
4. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of OMB Circular A-133 if it receives a total of \$500,000 or more in STATE FUNDS in a single fiscal year. The STATE FUNDS received under PROGRAM SUPPLEMENT are a part of the Catalogue of Federal Domestic Assistance (CFDA) 20.205, Highway Planning and Research.
5. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY'S annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with OMB Circular A-133.
6. ADMINISTERING AGENCY shall not award a construction contract over \$10,000 or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. All contracts awarded by ADMINISTERING AGENCY intended or used as local match credit must meet the requirements set forth in this AGREEMENT regarding local match funds.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain all of the provisions of Article IV, FISCAL PROVISIONS, and this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING, RECORDS RETENTION AND REPORTS and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as PROJECT costs only after those costs are incurred and paid for by the subcontractors.

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner that is required of all other PROJECT expenditures.

9. In addition to the above, the pre-award requirements of third-party contractor/consultants with ADMINISTERING AGENCY should be consistent with LOCAL ASSISTANCE PROCEDURES.

## ARTICLE VI - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all PROJECT funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and other California laws.
2. ADMINISTERING AGENCY shall conform to all applicable State and Federal statutes and regulations, and the Local Assistance Program Guidelines and Local Assistance Procedures Manual as published by STATE and incorporated herein, including all subsequent approved revisions thereto applicable to PROJECT unless otherwise designated in the project-specific executed PROJECT SUPPLEMENT.
3. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
4. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE.
5. Each project-specific PROGRAM SUPPLEMENT shall separately establish the terms and funding limits for each described PROJECT funded under this AGREEMENT and that PROGRAM SUPPLEMENT. No STATE FUNDS are obligated against this AGREEMENT.
6. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT, and ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.
7. ADMINISTERING AGENCY warrants, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the PROJECT work actually performed, or in STATE's discretion, to deduct from the price of PROGRAM SUPPLEMENT consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
8. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.
9. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE that may have an impact upon the outcome of this AGREEMENT or any individual PROJECT encompassed within a PROGRAM SUPPLEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of a PROJECT undertaken pursuant to this AGREEMENT.

10. ADMINISTERING AGENCY hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of any PROJECT initiated under this AGREEMENT.

11. ADMINISTERING AGENCY warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its sole discretion, to terminate this AGREEMENT without liability, to pay only for PROJECT work actually performed, or to deduct from a PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

12. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Officer, who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Officer, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Officer.

13. Neither the pending of a dispute nor its consideration by the Contract Officer will excuse the ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT and each PROGRAM SUPPLEMENT.

14. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction of ADMINISTERING AGENCY arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims and suits or actions of every name, kind and description brought forth under, including but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.

15. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

16. In the event of (a) ADMINISTERING AGENCY failing to timely proceed with effective PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT; (b) failing to maintain any applicable bonding requirements; and (c) otherwise materially violating the terms and conditions of this AGREEMENT and/or any PROGRAM SUPPLEMENT, STATE reserves the right to terminate funding for that PROJECT upon thirty (30) days' written notice to ADMINISTERING AGENCY.

17. No termination notice shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if the default is not reasonably susceptible of cure within said thirty (30) day period the ADMINISTERING

AGENCY proceeds thereafter to complete that cure in a manner and time line acceptable to STATE.

18. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT and the applicable PROGRAM SUPPLEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY for the reasons stated in paragraph sixteen (16) of ARTICLE VI, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE-approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of any PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

19. In the case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT and/or Cooperative Agreement, the terms stated in that PROGRAM SUPPLEMENT and/or Cooperative Agreement shall prevail over those in this AGREEMENT.

20. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

21. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT by their duly authorized officer.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

City of Placentia

By \_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_  
\_\_\_\_\_

Chief, Office of Project Implementation  
Division of Local Assistance

City of Placentia  
Representative Name & Title  
(Authorized Governing Body Representative)

Date \_\_\_\_\_

Date \_\_\_\_\_

## EXHIBIT A - FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, age, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, 1290-0 et seq.), and the applicable regulations promulgated thereunder (Cal. Code Regs., Title 2, 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act and had issued an order under Labor Code section 1426 which has become final or has obtained an injunction under Labor Code section 1429.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due

or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

**PROGRAM SUPPLEMENT NO. K01**  
**to**  
**ADMINISTERING AGENCY-STATE AGREEMENT**  
**FOR STATE FUNDED PROJECTS NO 00108S**

**Adv Project ID**                      **Date:** December 5, 2012  
 1213000073                      **Location:** 12-ORA-0-PLCN  
    **Project Number:** SR2SL-5269(022)  
    **E.A. Number:**  
    **Locode:** 5269

This Program Supplement, effective \_\_\_\_\_, hereby adopts and incorporates into the Administering Agency-State Agreement No. 00108S for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of \_\_\_\_\_ and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. \_\_\_\_\_ approved by the ADMINISTERING AGENCY on \_\_\_\_\_ (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

**PROJECT LOCATION:**

Twelve locations throughout the City of Placentia

**TYPE OF WORK:** Pedestrian countdown heads, pavement markings, school warning and speed limit signage, and outreach

Estimated Cost	State Funds		Matching Funds	
	STATE	LOCAL	LOCAL	OTHER
\$454,700.00	\$409,000.00	\$45,700.00		\$0.00

**CITY OF PLACENTIA**

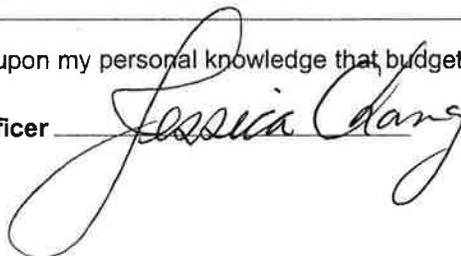
By \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_  
 Attest \_\_\_\_\_

**STATE OF CALIFORNIA**  
**Department of Transportation**

By \_\_\_\_\_  
 Chief, Office of Project Implementation  
 Division of Local Assistance  
 Date \_\_\_\_\_

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer \_\_\_\_\_



Date \_\_\_\_\_

12/5/12

\$409,000.00



**SPECIAL COVENANTS OR REMARKS**

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

**SPECIAL COVENANTS OR REMARKS**

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the encumbrance of funds under this Agreement. Funding and reimbursement are available only upon the passage of the State Budget Act containing these STATE funds.
2. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

3. ADMINISTERING AGENCY agrees to comply with Office of Management and Budget (OMB) Circular A-87, Cost Principles for State and Local Governments, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Notwithstanding the foregoing, ADMINISTERING AGENCY shall not be required to comply with 49 CFR, Part 18.36 (i), subsections (3), (4), (5), (6), (8), (9), (12) and (13).
4.
  1. This PROJECT is funded with State-Only funding from the Safe Route to School (SR2S) Program.
  2. ADMINISTERING AGENCY agrees to administer PROJECT in accordance with the SR2S Program Guidelines under which the project was selected.
  3. This PSA allows reimbursement of eligible PROJECT expenditures to the ADMINISTERING AGENCY for which the SR2S State funds are allocated. The effective State allocation date establishes the eligibility date for the ADMINISTERING AGENCY to start reimbursable work. Any work performed prior the the effective allocation date is not eligible for reimbursement from the SR2S funds.

**SPECIAL COVENANTS OR REMARKS**

4. ADMINISTERING AGENCY agrees that SR2S funds available for reimbursement will be limited to the amount allocated and encumbered by the STATE consistent with the scope of work in the STATE approved application. Funds encumbered may not be used to increase the scope of work after a project is awarded for construction unless approved by the Statewide SR2S Coordinator prior to performing work. Future allocations of SR2S funds will be encumbered by use of a STATE approved Allocation Letter and Finance Letter.

5. ADMINISTERING AGENCY agrees to the program delivery and reporting requirements established for the applicable SR2S Program funding cycle.

6. ADMINISTERING AGENCY agrees to provide contract award information to the State within 60 days of the award and prior to submitting the first invoice for construction of this PROJECT. The required Construction Contract Award Information is listed at the Caltrans Safe Routes to School (SR2S) Project Implementation web site:

[http://www.dot.gov/hq/LocalPrograms/saferoutes/sr2s\\_instruct.htm](http://www.dot.gov/hq/LocalPrograms/saferoutes/sr2s_instruct.htm)

7. The ADMINISTERING AGENCY agrees to follow all relevant State laws and requirements including the California Environmental Quality Act (CEQA).

8. The ADMINISTERING AGENCY agrees to submit the "Final Report of Expenditures" to the DLAE within six (6) months of project completion in accordance with Section 17.5 of the Local Assistance Procedures Manual (LAPM).

RESOLUTION NO. R-2013-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA APPROVING ADMINISTERING AGENCY-STATE MASTER AGREEMENT NO. 00108S AND PROGRAM SUPPLEMENT AGREEMENT NO. 0K01 REV. 000 WITH THE STATE OF CALIFORNIA FOR SAFE ROUTES TO SCHOOL FUNDING FOR THE 2013 SCHOOL SIGN COMPLIANCE PROJECT

A. Recitals.

(i) The City Council of the City of Placentia, California (the "City") hereby finds, determines, declares, and resolves as follows:

(ii) The City of Placentia is has received Administering Agency-State Master Agreement No. 00108S and Program Supplement Agreement No. 0K01 Rev. 000 for a State funded project; and

(iii) Said agreement provides for implementation of State funding participation towards upgrades to school signs and markings throughout the City and includes school warning, crosswalk, and speed limit signs, pavement legends, installation of pedestrian countdown heads, School Route plans, and encouragement and enforcement activities; and

(iv) Said supplement provides for preliminary engineering, construction engineering, construction, and public education/outreach/enforcement services to be participated in by the State in conjunction with improvements enumerated above within the City of Placentia of the stated 2013 School Sign Compliance Project under Project No. SR2SL-5269(022); and

B. Resolution.

NOW, THEREFORE, BE IT RESOLVED, that the Placentia City Council hereby resolves that said Administering Agency-State Master Agreement No. 00108S and Program Supplement No. 0K01 Rev. 000 are hereby approved and the Mayor is authorized to execute said agreements on behalf of the City in a form approved by the City Attorney, and the City Clerk is authorized to attest to these actions:

PASSED and ADOPTED this 15th day of January 2013.

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

ATTEST:

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

STATE OF CALIFORNIA  
COUNTY OF ORANGE

I, PATRICK J. MELIA, City Clerk of the City of Placentia, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Placentia, held on the 15th day of January, 2013, by the following vote:

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

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

APPROVED AS TO FORM:

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



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: JANUARY 15, 2013

SUBJECT: **APPROVE RESOLUTION TO ADOPT ESTABLISHMENT OF AN OVERALL ANNUAL ANTICIPATED DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION LEVEL (DBE) GOAL OF 11% FOR FEDERAL FISCAL YEAR 2012/13**

FISCAL  
IMPACT: NONE

### **SUMMARY:**

In order to maintain eligibility to receive federal transportation funds, the City is required to establish an Annual Anticipated Disadvantaged Business Enterprise Participation Level (AADPL) and corresponding Availability Advisory Percentages for Disadvantaged Business Enterprise (DBE) participation on U.S. Department of Transportation (DOT)-assisted contracts for Federal Fiscal Year 2012/13. This action adopts a resolution setting the annual DBE participation level for Federal Fiscal Year 2012/2013.

### **RECOMMENDATION:**

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

1. Adopt Resolution R-2013- "A Resolution of the City Council of the City of Placentia approving and adopting the annual anticipated DBE participation level (AADPL) of 11% for Federal Fiscal Year (FFY) (2012/2013)"; and
2. Authorize the Mayor or City Administrator to execute all implementing DBE documents on behalf of the City to facilitate timely submission to the California Department of Transportation.

### **DISCUSSION:**

On May 1, 2006, the City of Placentia implemented a wholly race-neutral Disadvantaged Business Enterprise (DBE) program in accordance with directives issued by the California Department of Transportation (Caltrans).

**1j**

**January 15, 2013**

The directive was issued as a result of a decision from the Ninth Circuit Court of Appeals and guidelines promulgated by the Federal Highway Administration (FHWA) in response to that decision. The decision mandated that evidence of discrimination in the transportation contracting industry must be documented in order to implement a DBE race-conscious program. After careful analysis, Caltrans and FHWA concluded that the Caltrans lacked sufficient evidence to satisfy the strict scrutiny and newly established evidentiary standards established by the Ninth Circuit to request a waiver from US DOT to continue its use of race-conscious measures to meet the State's Overall DBE Goal.

To provide evidence of discrimination in the transportation contracting industry, Caltrans prepared an "Availability and Disparity Study" that revealed Caltrans should return to a Race Conscious DBE Program. The Disparity Study results indicated "statistically significant" underutilization in four of the six groups presumed to be disadvantaged as defined by the Code of Federal Regulations, 49 CFR Part 26. The Disparity Study results required local agencies to split out their AADPLs into Race Neutral and Race Conscious portions. The Federal Highway Administration required all local agencies receiving federal-aid funds through Caltrans must use a race-conscious DBE Program.

The United States Department of Transportation has informed Caltrans that the Disadvantaged Business Enterprise program waiver has been rescinded. That waiver allowed race-conscious (RC) contract goals to be limited to only four groups referred to as "UDBEs". With rescission of the waiver, contract goals for federally funded projects authorized on and after July 1, 2012, must include all DBE groups (African Americans, Asian Pacific American, Native American, Women, Hispanic American, and Subcontinent Asian American and any other groups whose members are certified as socially and economically disadvantaged).

The City did not have previous plans to use Federal Funds requiring a DBE submittal during the current Federal Fiscal Year, however as a result of future projects potentially using these funds the City has established an AADPL of 11% for FFY 2012/13 for its DOT-assisted contracts. The "DBE Availability Advisory Percentages" represent the level of DBE participation that could reasonably be expected on individual federal-aid contracts.

**FISCAL IMPACT:**

There is no fiscal impact.

Submitted by:



Steve Drinovsky  
Director of Public Works

Reviewed and approved:



Troy L. Butzlaff ICMA/CM  
City Administrator

**Attachments:**

1. Resolution R-2013-
2. Local Agency Annual Submittal

RESOLUTION NO. R-2013-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA APPROVING AND ADOPTING THE ANNUAL ANTICIPATED DBE PARTICIPATION LEVEL (AADPL) OF 11% FOR FEDERAL FISCAL YEAR (FFY) 2012/13

A. Recitals.

(i) The City Council of the City of Placentia, California (the "City") hereby finds, determines, declares, and resolves as follows:

(ii) The City of Placentia is required to develop and submit an Annual Anticipated DBE Participation Level (AADPL), including DBE Availability Advisory Percentages for DOT-assisted contracts, as a condition of federal financial assistance, pursuant to the State of California's Department of Transportation's (Caltrans) Race-Conscious Program directives; and

(iii) In accordance with DBE regulations, the City of Placentia has developed a narrowly tailored Annual Anticipated DBE Participation Level (AADPL) of 11% for FFY 2012/13; and

(iv) City Council adoption is required to ensure compliance with Department of Transportation federal funding requirements, provisions and financial responsibilities; and

B. Resolution.

NOW, THEREFORE, BE IT RESOLVED, that the Placentia City Council does hereby adopt the Annual Anticipated DBE Participation Level (AADPL) goal of 11% for FFY 2012/13; authorize the Mayor to execute this resolution and submit such to Caltrans, on behalf of the City of Placentia; and authorize the Mayor or City Engineer to execute any implementing documents on behalf of the City.

PASSED and ADOPTED this 15th day of January 2013.

---

SCOTT W. NELSON, MAYOR

ATTEST:

PATRICK J. MELIA, City CLERK

STATE OF CALIFORNIA  
COUNTY OF ORANGE

I, PATRICK J. MELIA, City Clerk of the City of Placentia, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Placentia, held on the 15TH day of January, 2013, 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



**Mayor**  
SCOTT W. NELSON

**Mayor Pro Tem**  
JOSEPH V. AGUIRRE

**Councilmembers:**  
CONSTANCE M. UNDERHILL  
CHAD P. WANKE  
JEREMY B. YAMAGUCHI

**City Clerk:**  
PATRICK J. MELIA

**City Treasurer:**  
CRAIG S. GREEN

**City Administrator**  
TROY L. BUTZLAFF, ICMA-CM

401 East Chapman Avenue – Placentia, California 92870

January 15, 2013

Mr. Jim Kaufman  
Chief, Office of Local Assistance  
Caltrans – District 12  
3347 Michelson Drive, Suite 100  
Irvine, CA 92612-8894

**SUBJECT: City of Placentia's Response to the Department's Race Conscious DBE Policy Directives**

**RE: Exhibit 9-A, 9-B, 9-C "LOCAL AGENCY DBE ANNUAL SUBMITTAL FORM" (INCLUDES DBE ORGANIZATIONAL CHART)**

Dear Mr. Kaufman:

The City of Placentia has enclosed for your review and approval Exhibit 9-A, 9-B, and 9-C, for the "Disadvantaged Business Enterprise Race-Neutral Program," including the Annual Anticipated DBE Participation Level (AADPL) and DBE Availability Advisory Percentages, as applicable, in accordance with DBE Policy directives delineated in Chapter 9 of the Local Assistance Procedures Manual (LAPM). The City did not anticipate using Federal Funding at this time, however with potential future projects that may utilize Federal Funding the City is submitting its required forms. The City of Placentia has established an AADPL of 11% for the Federal Fiscal Year 2012/2013, beginning on June 1, 2012 and ending on September 30, 2013.

The aforementioned Exhibits further serve to acknowledge the City of Placentia's commitment to implement the Departments' Race Conscious DBE Program Implementation Plan. The City is confident that it has fully complied with all the Department's stipulated requirements and looks forward to the Department's favorable response. Should you have any questions regarding these submissions and corresponding attachments, please contact me at (714) 993-8131.

Sincerely,

Michael McConaha  
DBE Liaison Officer

**Enclosures:** Exhibit 9A - Disadvantaged Business Enterprise Race-Neutral Implementation Agreement, Exhibit 9B – Annual Submittal Form, Exhibit 9C – ADA Annual Certification Form, DBE Organization Chart, Resolution.

EXHIBIT 9-A CALIFORNIA DEPARTMENT OF TRANSPORTATION DISADVANTAGED BUSINESS  
ENTERPRISE IMPLEMENTATION AGREEMENT FOR LOCAL AGENCIES

CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
DISADVANTAGED BUSINESS ENTERPRISE  
IMPLEMENTATION AGREEMENT  
FOR  
LOCAL AGENCIES

## CALIFORNIA DEPARTMENT OF TRANSPORTATION DISADVANTAGED BUSINESS ENTERPRISE IMPLEMENTATION AGREEMENT

For the City/County of \_\_\_\_\_, hereinafter referred to as "RECIPIENT."

### I Definition of Terms

The terms used in this agreement have the meanings defined in 49 CFR § 26.5.

### II OBJECTIVE/POLICY STATEMENT (§26/1. 26/23)

The RECIPIENT intends to receive federal financial assistance from the U. S. Department of Transportation (DOT) through the California Department of Transportation (Caltrans), and as a condition of receiving this assistance, the RECIPIENT will sign the California Department of Transportation Disadvantaged Business Enterprise Implementation Agreement (hereinafter referred to as Agreement). The RECIPIENT agrees to implement the State of California, Department of Transportation Disadvantaged Business Enterprise (DBE) Program Plan (hereinafter referred to as the DBE Program Plan) as it pertains to local agencies. The DBE Program Plan is based on U.S. Department of Transportation (DOT), 49 CFR, Part 26 requirements.

It is the policy of the RECIPIENT to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also their policy:

- To ensure nondiscrimination in the award and administration of DOT-assisted contracts.
- To create a level playing field on which DBE's can compete fairly for DOT-assisted contracts.
- To ensure that their annual overall DBE participation percentage is narrowly tailored, in accordance with applicable law.
- To ensure that only firms that fully meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBEs.
- To help remove barriers to the participation of DBEs in DOT-assisted contracts.
- To assist the development of firms that can compete successfully in the market place outside the DBE Program.

### III Nondiscrimination (§26.7)

RECIPIENT will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR, Part 26 on the basis of race, color, sex, or national origin. In administering the local agency components of the DBE Program Plan, the RECIPIENT will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

#### IV Annual DBE Submittal Form (§26.21)

The RECIPIENT will provide to the Caltrans District Local Assistance Engineer (DLAE) a completed "Local Agency DBE Annual Submittal Form (Exhibit 9-B)" by June 1 of each year for the following Federal Fiscal Year (FFY). This form includes an Annual Anticipated DBE Participation Level (AADPL), methodology for establishing the AADPL, the name, phone number, and electronic mailing address of the designated DBELO, and the choice of Prompt Pay Provision to be used by the RECIPIENT for the following FFY.

#### V Race-Neutral Means of Meeting the Overall Statewide Annual DBE Goal (§26.51)

RECIPIENT must meet the maximum feasible portion of its AADPL by using race neutral means of facilitating DBE participation. Race neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures, is awarded a subcontract on a prime contract that does not carry a DBE goal, or even if there is a DBE goal, wins a subcontract from a prime contractor that did not consider its DBE status in making the award (e.g., a prime contractor that uses a strict low-bid system to award subcontracts).

Race neutral means include, but are not limited to, the following:

1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate DBE, and other small businesses, participation (e.g., unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime contractors to subcontract portions of work that they might otherwise perform with their own forces);
2. Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs, and other small businesses, obtain bonding and financing);
3. Providing technical assistance and other services;
4. Carrying out information and communication programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs and other small businesses on recipient mailing lists of bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate);
5. Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;
6. Providing services to help DBEs and other small businesses, improve long-term development, increase opportunities to participate in a variety of types of work, handle increasingly significant projects, and achieve eventual self-sufficiency;
7. Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has historically been low;
8. Ensuring distribution of your DBE directory through print and electronic means to the widest feasible universe of potential prime contractors; and
9. Assisting DBEs and other small businesses to develop their capability to utilize emerging technology and conduct business through electronic media.

## **VI Race Conscious Means of Meeting the Overall Statewide Annual DBE Goal (§26.51(d))**

RECIPIENT must establish contract goals for Underutilized Disadvantaged Business Enterprises (UDBEs) to meet any portion of your AADPL you do not project being able to meet using race neutral means. UDBEs are limited to these certified DBEs that are owned and controlled by African Americans, Native Americans, Women, and Asian-Pacific Americans.

## **VII Quotas (§26.43)**

RECIPIENT will not use quotas or set-asides in any way in the administration of the local agency component of the DBE Program Plan.

## **VIII DBE Liaison Officer (DBELO) (§26.25)**

RECIPIENT has designated a DBE Liaison Officer. The DBELO is responsible for implementing the DBE Program Plan as it pertains to the RECIPIENT, and ensures that the RECIPIENT is fully and properly advised concerning DBE Program Plan matters. [Specify resources available to the DBELO; e.g., the DBELO has a staff of two professional employees assigned to the DBE program on a full-time basis and two support personnel who devote a portion of their time to the program.] The name, address, telephone number, electronic mail address, and an organization chart displaying the DBELO's position in the organization are found in Attachment \_\_\_\_\_ to this Agreement. This information will be updated annually and included on the DBE Annual Submittal Form.

The DBELO is responsible for developing, implementing, and monitoring the RECIPIENT's requirements of the DBE Program Plan in coordination with other appropriate officials. Duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Works with all departments to determine projected Annual Anticipated DBE Participation Level.
4. Ensures that bid notices and requests for proposals are made available to DBEs in a timely manner.
5. Analyzes DBE participation and identifies ways to encourage participation through race neutral means.
6. Participates in pre-bid meetings.
7. Advises the CEO/governing body on DBE matters and DBE race neutral issues.
8. Provides DBEs with information and recommends sources to assist in preparing bids, obtaining bonding and insurance.
9. Plans and participates in DBE training seminars.
10. Provides outreach to DBEs and community organizations to fully advise them of contracting opportunities.

**IX Federal Financial Assistance Agreement Assurance (§26.13)**

RECIPIENT will sign the following assurance applicable to and to be included in all DOT-assisted contracts and their administration, as part of the program supplement agreement for each project.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract, or in the administration of its DBE Program, or the requirements of 49 CFR, Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE Program, as required by 49 CFR, Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). [Note – this language is to be used verbatim, as it is stated in §26.13(a).]

**X DBE Financial Institutions (§26.27)**

It is the policy of the RECIPIENT to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contracts to make use of these institutions.

Information on the availability of such institutions can be obtained from the DBELO. The Caltrans Disadvantaged Business Enterprise Program may offer assistance to the DBELO.

**XI Directory (§26.31)**

RECIPIENT will refer interested persons to the Unified Certification Program DBE directory available from the Caltrans Disadvantaged Business Enterprise Program's Web site at : [www.dot.ca.gov/hq/bep](http://www.dot.ca.gov/hq/bep).

**XII Required Contract Clauses (§§26.13, 26.29)**

RECIPIENT ensures that the following clauses or equivalent will be included in each DOT-assisted prime contract:

**A. Contract Assurance**

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate.

[Note – This language is to be used verbatim, as is stated in §26.13(b). See Caltrans Sample Boilerplate Contract Documents on the Internet at [www.dot.ca.gov/hq/LocalPrograms](http://www.dot.ca.gov/hq/LocalPrograms) under "Publications."]

## **B. Prompt Payment**

### **Prompt Progress Payment to Subcontractors**

The local agency shall require contractors and subcontractors to be timely paid as set forth in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10-day is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over thirty (30) days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

### **Prompt Payment of Withheld Funds to Subcontractors**

The local agency shall ensure prompt and full payment of retainage from the prime contractor to the subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed and accepted. This shall be accompanied by including either (1), (2), or (3) of the following provisions [local agency equivalent will need Caltrans approval] in their federal-aid contracts to ensure prompt and full payment of retainage [withheld funds] to subcontractors in compliance with 49 CFR 26.29.

1. No retainage will be held by the agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.
2. No retainage will be held by the agency from progress payments due the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor in thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

3. The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within thirty (30) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance; and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

### **XIII Local Assistance Procedures Manual**

The RECIPIENT will advertise, award and administer DOT-assisted contracts in accordance with the most current published *Local Assistance Procedures Manual* (LAPM).

### **XIV Transit Vehicle Manufacturers (§ 26.49)**

If FTA-assisted contracts will include transit vehicle procurements, RECIPIENT will require each transit vehicle manufacturer, as a condition of being authorized to bid or propose on transit vehicle procurements; to certify that it has complied with the requirements of 49 CFR, Part 26, Section 49.

### **XV Bidders List (§26.11(c))**

The RECIPIENT will create and maintain a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on its DOT-assisted contracts. The bidders list will include the name, address, DBE/non-DBE status, age, and annual gross receipts of the firm.

### **XVI Reporting to the DLAE**

RECIPIENT will promptly submit a copy of Local Agency Proposer UDBE Commitment (Consultant Contracts), (Exhibit 10-O1) or Local Agency Bidder UDBE Commitment (Construction Contracts) (Exhibit 15-G1) of the LAPM to the DLAE at the time of award of the consultant or construction contracts.

RECIPIENT will promptly submit a copy of Local Agency Proposer DBE Information (Consultant Contracts) (Exhibit 10-O2) or Local Agency Bidder DBE Information (Construction Contracts) (Exhibit 15-G2) of the LAPM to the DLAE at the time of execution of consultant or construction contract.

RECIPIENT will promptly submit a copy of the Final Utilization of DBE participation to the DLAE using Exhibit 17-F Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors of the LAPM immediately upon completion of the contract for each consultant or construction contract.

**XVII Certification (§26.83(a))**

RECIPIENT ensures that only DBE firms currently certified by the California Unified Certification Program will participate as DBEs on DOT-assisted contracts.

**XVIII Confidentiality**

RECIPIENT will safeguard from disclosure to third parties, information that may reasonably be regarded as confidential business information consistent with federal, state, and local laws.

By \_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
(Print Name and Title) ADMINISTERING AGENCY  
(Authorized Governing Body Representative)

Phone Number: \_\_\_\_\_

This California Department of Transportation's Disadvantaged Business Enterprise Program Implementation Agreement is accepted by:

\_\_\_\_\_  
[Signature of DLAE]

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

\_\_\_\_\_  
[Print Name of DLAE]

**Distribution:** (1) Original – DLAE  
(2) Signed copy by the DLAE – Local Agency

(Updated: March 4, 2009)

## INTERIM EXHIBIT 9-B LOCAL AGENCY DBE ANNUAL SUBMITTAL FORM

January 15, 2015

The information for exhibit 9-B presented herein, in accordance with Title 49 of the Code of Federal Regulations (CFR), Part 26, and the State of California Department of Transportation Disadvantaged Business Enterprise (DBE) Program Plan.

The City of Placentia, submits our annual 9-B information for the Federal Fiscal Year 2012/2013, beginning on October 1, 2012 and ending on September 30, 2013.

### Disadvantaged Business Enterprise Liaison Officer (DBELO)

The City of Placentia (DBELO) is Michael McConaha, 401 East Chapman Avenue, Placentia, CA 92870, phone number 714-993-8120, fax number 714-961-0283 and email address is [mmeconaha@placentia.org](mailto:mmeconaha@placentia.org).

### Planned Race Neutral Measures

(Please detail the race neutral measures your local agency plans to implement for the upcoming Federal Fiscal Year per 49 CFR, Part 26.51 and Section V of the California Department of Transportation DBE Program Implementation Agreement for Local Agencies.)

Race-neutral means include, but are not limited to, the following:

1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate DBE, and other small businesses, participation (e.g., unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime contractors to subcontract portions of work that they might otherwise perform with their own forces);
2. Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs, and other small businesses, obtain bonding and financing);
3. Providing technical assistance and other services;
4. Carrying out information and communication programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs, and other small businesses, on recipient mailing lists of bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate);
5. Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;
6. Providing services to help DBEs, and other small businesses, improve long-term development, increase opportunities to participate in a variety of types of work, handle increasingly significant projects, and achieve eventual self-sufficiency;
7. Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has historically been low;
8. Ensuring distribution of your DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors; and
9. Assisting DBEs, and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media.

Prompt Pay

Federal regulation (49 CFR 26.29) requires one of three methods be used in federal-aid contracts to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor. (Attached is a listing of the three methods. On the attachment, please designate which prompt payment provision the local agency will use.)

Prompt Pay Enforcement Mechanism

49 CFR, Part 26.29(d) requires providing appropriate means to enforce prompt payment. These means may include appropriate penalties for failure to comply with the terms and conditions of the contract. The means may also provide that any delay or postponement of payment among the parties may take place only for good cause with the local agency's prior written approval.

The City of Placentia shall require contractors and subcontractors to be timely paid as set forth in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10-days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Scott W. Nelson, Mayor  
City of Placentia

\_\_\_\_\_  
714-993-8117  
Phone Number

\_\_\_\_\_  
(Signature of Caltrans District Local Assistance Engineer [DLAE])

\_\_\_\_\_  
Date

**Distribution:** (1) Original - DLAE  
(2) Signed copy by the DLAE – Local Agency

## (Attachment)

**Prompt Payment of Withheld Funds to Subcontractors**

Federal regulation (49 CFR 26.29) requires one of the following three methods be used in federal-aid contracts to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor.

Please check the box of the method chosen by the local agency to ensure prompt and full payment of any retainage.

- Method 1:** No retainage will be held by the agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.
- Method 2:** No retainage will be held by the agency from progress payments due the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor in 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.
- Method 3:** The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors

## EXHIBIT 9-C LOCAL AGENCY ADA ANNUAL CERTIFICATION FORM

Local Agency ADA Annual Certification Form  
49 CFR, Part 27:  
Nondiscrimination of the Basis of Disability in  
Programs or Activities  
Receiving Federal Financial Assistance.Program Year: Federal Fiscal Year 2011/2012Date Certification submitted: November 17, 2010I. Name of ADA Coordinator: Steve PischelTelephone Number: 714-993-8231E-mail Address: spischel@placentia.org

II. ADA Complaint Procedure Adopted:

Yes:  Date of Adoption: Implemented 1992, Adopted & Updated 2009No:  Planned Date of Adoption: \_\_\_\_\_Final Completion Date: N/A

III. Self-evaluation completed:

Yes:  Date of Completion: Full Update March 2009, Various Updates On Annual BasisNo:  Planned Date of Completion: \_\_\_\_\_Final Completion Date: N/ASystem established for periodically reviewing and updating the evaluation: Reviewed during annual Capital Improvement Process

IV. Transition Plan completed:

Yes:  Date of Completion: Created in 1992, Full Update March 2009, Various Updates On Annual Basis

Date of Implementation: 1992

No: \_\_\_\_\_ Planned Date of Completion: \_\_\_\_\_

Final Completion Date: N/A

## V. Grievance Procedure Adopted:

Yes:  Dated Adopted: Implemented 1992, Updated & Adopted 2009

No: \_\_\_\_\_ Planned Date of Adoption: \_\_\_\_\_

## VI. Policies, procedures, and criteria for implementing ADA compliance improvements in maintenance and capital improvement programs have been reviewed and the required revisions have been made:

Yes:  No: \_\_\_\_\_

## VII. Division of State Architect (DSA) Checklists are used to verify compliance of design packages, standard plans and field inspections to ensure compliance with both State and federal accessibility standards:

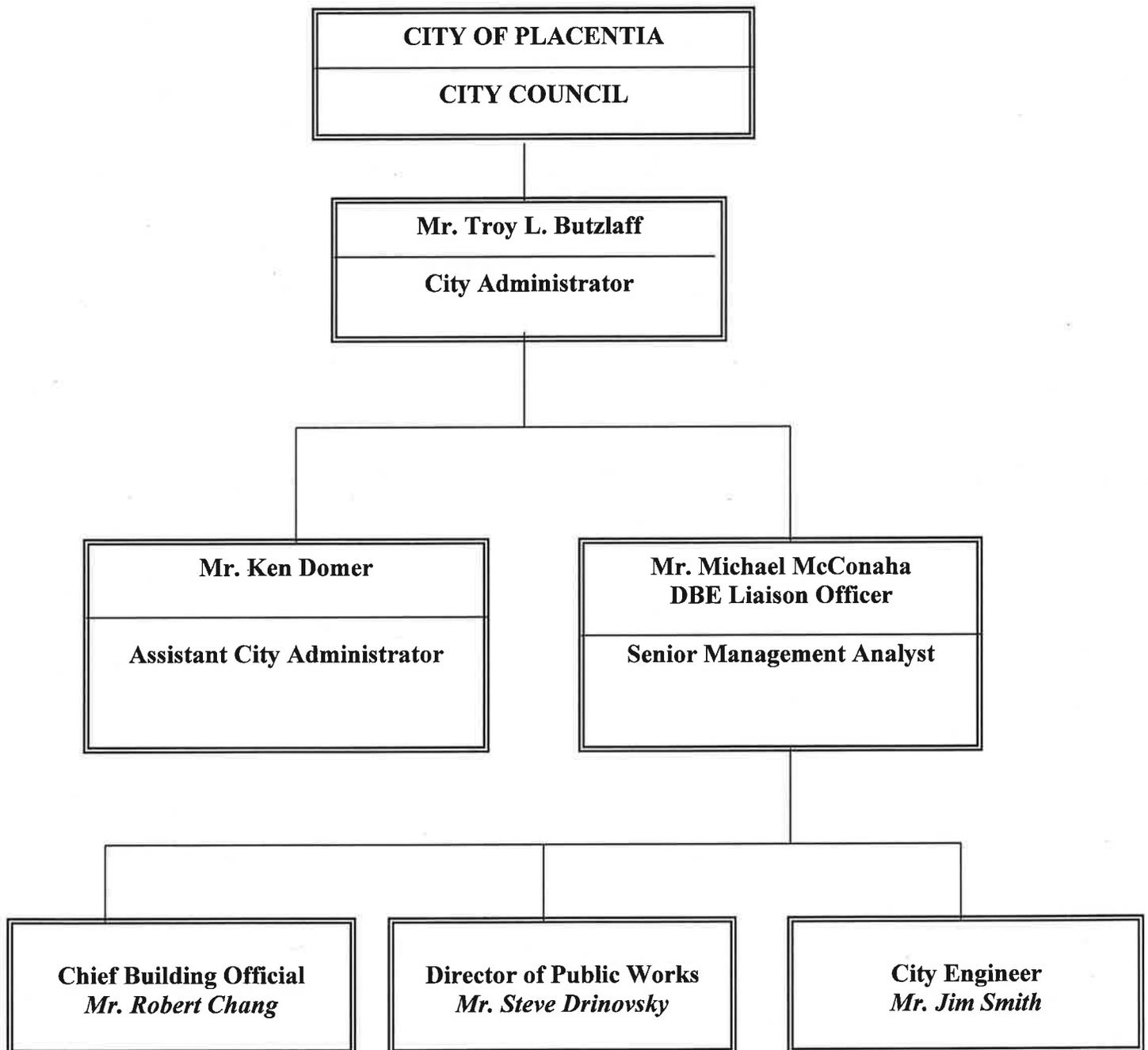
Yes:  No: \_\_\_\_\_DSA web site: [http://www.dsa.dgs.ca.gov/Access/ud\\_accessmanual.htm](http://www.dsa.dgs.ca.gov/Access/ud_accessmanual.htm)

*Reminder: State of California Government Code Section 4454 requires Division of State Architect (DSA) review and approval of the plans and specifications for local agency pedestrian projects using State funds.*

## VIII. Standard Plans are reviewed and updated on an ongoing basis for full ADA and California Accessibility compliance:

Yes:  No: \_\_\_\_\_

**CITY OF PLACENTIA  
DISADVANTAGED BUSINESS  
ENTERPRISE (DBE) PROGRAM  
ORGANIZATIONAL CHART**



**DBE Liaison Officer Contact Information: Michael McConaha, Senior Management Analyst**

714-993-8131

Phone:

714-961-0283

Fax:

[mmcconaha@placentia.org](mailto:mmcconaha@placentia.org)

e-mail:



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL  
VIA: CITY ADMINISTRATOR  
FROM: DEPUTY DIRECTOR OF COMMUNITY SERVICES  
DATE: JANUARY 15, 2013  
SUBJECT: **ACCEPTANCE OF CONSTRUCTION WORK BY VT ELECTRIC INC. FOR THE PARK LIGHTING IMPROVEMENT PROJECT PHASE I**

FISCAL  
IMPACT: EXPENSE: \$163,180.21 CONSTRUCTION  
OFFSETTING REVENUE: \$163,180.21 PARK DEVELOPMENT  
BUDGETED: \$167,200.00 (ACCOUNT NO.: 333555-6185  
J/L 6104740023-6185)

### **SUMMARY:**

The Park Lighting Improvement Project Phase I involved installing seventeen new energy efficient park lighting fixtures at Los Vaqueros Park, Goldenrod Park and Kraemer Memorial Park. This action authorizes filing of a "Notice of Completion" with the Office of the Orange County Clerk-Recorder in the amount of \$163,180.21 and approves final payments to VT Electric Inc.

### **RECOMMENDATION:**

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

1. Accept the contract work by VT Electric Inc. for the Park Lighting Improvement Project Phase I in the total amount of \$163,180.21, and
2. Authorize the City Administrator or designee to file a Notice of Completion with the Office of the Orange County Clerk-Recorder for the Project, and
3. Authorize the City Administrator or his designee to release the retention in accordance with the terms of the contract.

### **DISCUSSION:**

On June 5, 2012, the City Council awarded a contract to VT Electric Inc. for the Park Lighting Improvement Project Phase I. The project was completed on December 19, 2012 and included twelve new energy efficient park lighting fixtures at Los Vaqueros Park, three new fixtures at Kraemer Memorial Park, and four new fixtures at Goldenrod Park. The project has improved walkway and security lighting at each park site making all three parks more accessible for the community to enjoy during the evening hours. The City is prepared to accept the contractor's work and file a Notice of Completion with the Office of the Orange County Clerk-Recorder for this project. In addition, staff is prepared to release all amounts held in retention, totaling \$16,318.02.

**1k**

**January 15, 2013**

**FISCAL IMPACT:**

The City utilized \$163,180.21 in Park Development funds for the total project cost.

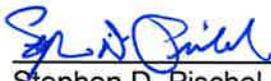
Prepared by:

  
\_\_\_\_\_  
Jonathan Nicks  
Deputy Director of Community Services

Reviewed and approved:

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

Reviewed by:

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

Attachment: Notice of Completion

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Free Recording Per Government Code Section 6103.

City Council Approval:

Deputy City Clerk

NOTICE OF COMPLETION

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

Notice is hereby given that:

- 1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is City of Placentia
3. The full address of the owner is 201 N. Bradford Ave., 925 Goldenrod St. & 1200 N. Carlsbad St. in Placentia, CA 92870
4. The nature of the interest or estate of the owner is: In fee.
N/A
5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:
N/A
6. A work of improvement on the property hereinafter described was completed on December 13, 2012. The work done was:
The project involved installing seventeen new energy efficient park lighting fixtures at Los Vaqueros Park and four new fixtures at Goldenrod Park.
7. The name of the contractor, if any, for such work of improvement was VT Electric Inc.
8. 869 W. 9th Street, Upland, CA 91786 June 6, 2012
9. The property on which said work of improvement was completed is in the city of Placentia
County of Orange, State of California, and is described as follows: Park Lighting Improvement Project Phase I.
10. The street address of said property is 201 N. Bradford Ave., 925 Goldenrod St. & 1200 N. Carlsbad St. in Placentia, CA 92870

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

CITY OF PLACENTIA

Dated: 1-15-2013
Verification for Individual Owner

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

VERIFICATION

I, the undersigned, say: I am the Deputy Director of Community Services the declarant of the foregoing

Notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on January 15, 2013, at Placentia, California.

(Personal signature of the individual who is swearing that the contents of the notice of completion are true.)

## DO NOT RECORD

### REQUIREMENTS AS TO NOTICE OF COMPLETION

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

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

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

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

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

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

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

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

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

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



# Placentia City Council

## **AGENDA REPORT**

TO: CITY COUNCIL  
VIA: CITY ADMINISTRATOR  
FROM: DEPUTY CITY CLERK  
DATE: JANUARY 15, 2013  
SUBJECT: **AMENDMENT TO THE CITY'S CONFLICT OF INTEREST CODE**  
FISCAL  
IMPACT: NONE

### **INTRODUCTION:**

The Political Reform Act (California Government Code § 87306.5) requires every local government agency to review and, if necessary, amend its Conflict of Interest Code biennially. A Conflict of Interest Code designates which City officials and employees must file a Fair Political Practices Commission Statement of Economic Interests (Form 700) disclosing certain financial interests. The City Council has created an Economic Development Committee consisting of nine members and two alternates. This action amends the City's Conflict of Interest Code to add the members of the Economic Development Committee to the list of designated positions.

### **RECOMMENDATION:**

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

1. Approve Resolution No. 2013-\_\_\_, A Resolution of the City Council of the City of Placentia, California, amending the City's Conflict of Interest Code.

### **DISCUSSION:**

State law requires every public agency in California to review their Conflict of Interest Code (Code) every other (even) year. On September 18, 2012, the City Council received and filed a report from Staff which determined that the following amendments to the Code were necessary: (a) inclusion of new positions as Code filers, (b) the revision of titles of existing positions, (c) the deletion of positions that have been abolished, and (d) the inclusion of any new statutory requirements.

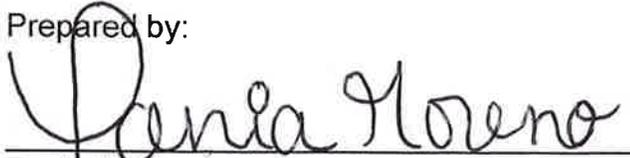
On April 3, 2012, the City Council approved the formation of the Economic Development Committee. On December 18, 2012, the City Council made the appointments to the Committee. Accordingly, Staff has proposed an amendment to the Code to reflect the inclusion of the

Economic Development Committee. Positions that are proposed to be included in the Code are indicated in ***bold italics***.

**FISCAL IMPACT:**

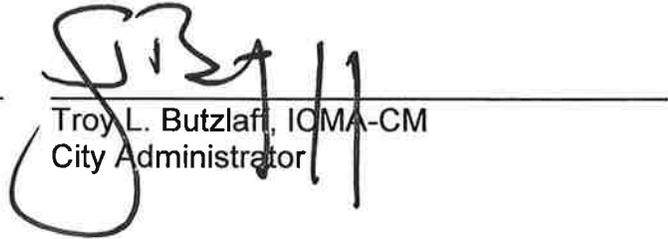
None

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-2013-xx**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF PLACENTIA AMENDING THE CITY'S CONFLICT OF  
INTEREST CODE.**

**A. Recitals.**

(i) The Political Reform Act, California Government Code § 81000, *et seq.*, requires every city to adopt and promulgate a Conflict of Interest Code.

(ii) The Fair Political Practices Commission has adopted a regulation, 2 California Code of Regulations, § 18730, which contains the terms of a standard Conflict of Interest Code which may be adopted and incorporated by reference.

(iii) The standard Conflict of Interest Code contained in § 18730 continues to be amended to conform to amendments in the Political Reform Act after public notice and hearings conducted by the Fair Political Practices Commission pursuant to the Administrative Procedure Act, California Government Code § 11370, *et seq.*

(iv) The City Council of the City of Placentia has previously adopted the provisions of Title 2 of the California Code of Regulations, § 18730 and amendments duly adopted by the Fair Political Practices Commission.

(v) Changed circumstances, including the necessity to clarify disclosure categories and the establishment and deletion of certain departmental positions, as well as changes in job titles and responsibilities, necessitate further modifications regarding designated positions and disclosure categories.

(vi) All legal prerequisites to the adoption of this Resolution have occurred.

**B. Resolution.**

NOW, THEREFORE, the City Council of the City of Placentia hereby finds, determines and resolves as follows:

1. Appendix "A" and Appendix "B" of the City of Placentia Conflict of Interest Code hereby are amended to read, in words and figures as set forth in new Appendix "A" and

RESOLUTION NO. R-2013-xx

PAGE 1 OF 7

Appendix "B," attached hereto and by this reference incorporated herein, effective as of the date of adoption of this Resolution.

2. The Mayor shall sign this Resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED AND ADOPTED this 15<sup>th</sup> day of January, 2013.

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

ATTEST:

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

STATE OF CALIFORNIA  
COUNTY OF ORANGE

I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 15<sup>th</sup> day of January, 2013, by the following vote:

AYES: None

NOES: None

ABSENT: None

ABSTAIN: None

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

APPROVED AS TO FORM:

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

RESOLUTION NO. R-2013-xx

PAGE 2 OF 7

APPENDIX "A"

CONFLICT OF INTEREST CODE

DESIGNATED  
EMPLOYEES

DISCLOSURE  
CATEGORIES

Administrative Department

*City Administrator	Per Gov't Code \$87200
*City Attorney	Per Gov't Code \$87200
City Clerk	1
Assistant City Attorney	1
Assistant City Administrator	1
Director of Administrative Services/ Community Services	1
Management Analyst	2, 6
Deputy City Clerk	3
Human Resources Analyst	2, 6
Neighborhood Services Coordinator	3

Public Works

City Engineer	1
Management Analyst	3, 5
Director of Public Works	1
Senior Management Analyst	3, 5
Public Works Superintendent	3, 5
Maintenance Crew Leader	3

Development Services Department

Associate Planner	3, 5
Development Services Coordinator	3, 5

Finance Department

*City Treasurer	Per Gov't Code \$87200
*Director of Finance/Information Tech	Per Gov't Code \$87200
Accountant	3
Accounting Technician	3
Management Analyst	2, 5, 6
Finance Services Manager	1

Police Department

Chief of Police	1
Deputy Chief of Police	1
Police Captain	1
Police Lieutenant	1
Police Sergeant	3

RESOLUTION NO. R-2013-xx  
APPENDIX "A"

Management Analyst	3
Environmental & Code Comp. Supervisor	3,4,5
Police Services Supervisor	4,5
Police Services Officer	4,5

**Community Services Department**

Deputy Director of Community Services	1
Community Services Coordinator	3

**City Council/Commission Members**

*City Councilmember	Per Gov't Code §87200
*Planning Commissioner	Per Gov't Code §87200
Audit Oversight Committee	1
<b><i>Economic Development Committee</i></b>	<b>5</b>
Recreation & Parks Commissioner (Excluding any "Teenage" Commissioner)	1
Cultural Arts Commissioner	1
Traffic Safety Commissioner (Excluding any "Teenage" Commissioner)	1

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\*These designated persons report as provided by Gov't Code Sections 87200 et seq.

**Consultants**

The City Administrator shall determine whether or not a consultant will act in a decision making capacity. If he or she determines that the consultant is not to act in a decision making capacity, then a written record shall be made of that determination and the consultant is not required to file a "Statement of Economic Interests". If the City Administrator determines that the consultant shall or is expected to act in a decision making capacity, then he or she shall also determine which disclosure categories shall apply to that consultant and a written record shall be made of that determination which shall be kept with the Conflict of Interest Code by the City Clerk.

APPENDIX "B"

DISCLOSURE CATEGORIES

**Disclosure Category 1: Broad responsibilities. Full Disclosure**

Persons in this category shall disclose all applicable investments, business positions, and sources of income, including gifts, loans and travel payments. Persons in this category shall further disclose applicable interests in real property located in the City, including property located within a two mile radius of the City or of any property owned or used by the City.\*

**Disclosure Category 2: City-wide Purchasing Responsibilities**

Persons in this category shall disclose all applicable investments, business positions, and income, including loans and gifts, from sources which provide services, supplies, materials, machinery, or equipment of the type utilized by the City\*

**Disclosure Category 3: Department/Division Purchasing Responsibilities**

Persons in this category shall disclose all applicable investments, business positions, and income, including loans and gifts, from sources which provide services, supplies, materials, machinery, or equipment of the type utilized by the designated employee's department or division.\*

**Disclosure Category 4: Regulatory Power**

Persons in this category shall disclose all applicable investments, business positions, and income, including loans and gifts, from any source which is subject to the regulatory, permit, or licensing authority of the designated employee's department or division.\*

**Disclosure Category 5: Decision-Making Authority Affecting Real Property**

Persons in this category shall disclose all applicable investments, business positions, and income, including loans and gifts, from sources which engage in land development, construction, or the acquisition or sale of real property. Persons in this category shall further disclose all interests in real property located in the City, and within a two mile radius of the City or of any property owned or used by the City.\*

**Disclosure Category 6: Decision-Making Authority Affecting Claims and/or Insurance**

Persons in this category shall disclose all applicable investments, business positions, and income, including loans and gifts, from:

A) Persons or entities which provide services, supplies, materials, machinery or equipment of the type utilized by the City. Business positions in business entities that manufacture, sell, supply, or promote personnel training materials or that offer personnel consulting services, and that do business, or expect to do business, within the City.

B) Entities which are engaged in the business of insurance including, but not limited to, insurance companies, carriers, holding companies, underwriters, brokers, solicitors, agents, adjusters, claims managers and actuaries.

C) Financial institutions including, but not limited to, banks, savings and loan associations and credit unions.

D) Entities or persons who have filed a claim, or have a claim pending, against the City which is reviewed by the designated employee's department or division.

E) Income received from investments in, and business positions in business entities that offer, sell, or service group medical insurance, group life insurance, group dental insurance, pension plans, or that make investments or any way manage funds relating thereto, and that do business, or expect to do business, within the City.\*

**Disclosure Category 7: Investment Responsibilities**

Persons in this category shall disclose all applicable investments, business positions, and income, including loans and gifts, from financial institutions doing business with or eligible to do business with the City.\*

**\*Definitions**

"Applicable investments" relates to investments held by the designated employee, spouse and dependent children with an aggregate value of \$2,000 or more located or doing business in the jurisdiction. It includes investments held by a business entity or trust in which the designated employee, spouse and dependent children have an aggregate interest of 10% or greater.

**"Applicable business positions"** relates to positions in which the designated employee was a director, officer, partner, trustee, employee or held any position of management during the period covered by the report, even if the designated employee received no income from the business entity during the period.

**"Applicable income"** includes the designated employee's gross income (including loans) and the employee's community property interest in his or her spouse's gross income aggregating \$500 or more received from any source located in or doing business in the jurisdiction. Please note that loans are reported on a separate schedule.

**"Applicable gift"** includes anything of value for which the designated employee has not provided equal or greater consideration to the donor. A gift is reportable if its fair market value is \$50 or more. In addition, multiple gifts aggregating \$50 or more received during the reporting period from a single source must be reported. Unless otherwise expressly limited in the Disclosure Categories, gifts are reportable without regard to where the donor is located.

**"Applicable interest in real property"** includes those located in the jurisdiction in which the employee, spouse, or dependent children had a direct, indirect, or beneficial interest aggregating \$2,000 or more any time during the reporting period. The employee is not required to report a residence used exclusively as a personal residence.

**"Jurisdiction"** means the City of Placentia. Real property is deemed to be "within the jurisdiction" if the property or any part of it is located in or within two miles of the boundaries of the City or any property owned or used by the City, unless a smaller area is specified in the Disclosure Category.



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF ADMINISTRATIVE SERVICES/COMMUNITY SERVICES

DATE: JANUARY 15, 2013

SUBJECT: **APPROVAL OF RESOLUTION FOR PAYING AND REPORTING THE VALUE OF EMPLOYER PAID MEMBER CONTRIBUTIONS TO CALPERS**

FISCAL IMPACT: SAVINGS: \$30,000 ESTIMATED IN FISCAL YEAR 2012-13

### **SUMMARY:**

With adoption of the Memorandum of Understanding (MOU) between the City and the Placentia Police Officers Association (PPOA), PPOA members agreed to begin paying five (5) percent of the nine (9) percent employee contribution rate to CalPERS, effective September 30, 2012. This action adopts a resolution to document this rate with the California Public Employees Retirement System (CalPERS).

### **RECOMMENDATION:**

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

1. Adopt Resolution No. R-2013-\_\_\_\_, A Resolution of the City Council of the City of Placentia, California, for paying and reporting the value of Employer Paid Member Contributions (EPMC).

### **DISCUSSION:**

A contracting agency with CalPERS may agree to pay all or a portion of the normal contributions otherwise required to be paid by members of an employee group. When the employer pays the employee's contribution to PERS, it is called "Employer-Paid Member Contributions" (EPMC). The City has been paying the full employee contribution since October 1, 1978. With adoption of the MOU between the City and the Placentia Police Officers Association (PPOA) effective October 2, 2012, PPOA members agreed to begin paying five (5) percent of the nine (9) percent employee contribution rate. CalPERS requires that the City adopt a resolution for paying and reporting the value of Employer Paid Member Contributions due to the modification of the City only paying four (4) percent (as opposed to the previous nine (9) percent) of the Employer Paid Member Contributions.

**1m**

**January 15, 2013**

**FISCAL IMPACT:**

It is anticipated that a savings of approximately \$30,000 will be realized for Fiscal Year 2012-13.

Prepared by:



---

Stephen D. Pischel  
Director of Administrative Services  
and Community Services

Reviewed and approved:



---

Troy L. Butzlaff, ICMA-CM  
City Administrator

**Attachments:**

Resolution, R-2013-\_\_\_\_\_

**RESOLUTION NO. R-2013-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
PLACENTIA, CALIFORNIA, FOR PAYING AND REPORTING THE  
VALUE OF EMPLOYER PAID MEMBER CONTRIBUTIONS**

**A. Recitals.**

(i). The Placentia Police Officers Association (PPOA) members began paying five (5) percent (%) of the nine (9) percent (%) employee contribution rate to the California Public Employees Retirement System (PERS) by payroll deduction effective September 30, 2012.

(ii). The City of Placentia has the authority to implement Government Code Section 20636(c) (4) pursuant to Section 20691;

(iii). The City of Placentia has a written labor policy or agreement which specifically provides that four (4) percent (%) of the normal member contributions of nine (9) percent (%) will be paid by the employer, and reported as additional compensation.

(iv). One of the steps in the procedures to implement Section 20691 is the adoption of the governing body of the City of Placentia of a Resolution to modify and commence paying and reporting the value of the new said Employer Paid Member Contributions (EPMC).

(v). The City of Placentia has identified the following conditions for the purpose of its election to pay EPMC;

- This benefit shall apply to all employees of the Placentia Police Officers Association (PPOA).
- This benefit shall consist of paying four (4) percent of the normal contributions as EPMC, and reporting the same four (4) percent (%) of compensation earnable {excluding Government Code Section 20636(c)(4)} as additional compensation.
- The effective date of this Resolution shall be September 30, 2012.

**B. Resolution.**

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

RESOLUTION R-2013-

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

2. That the City of Placentia elects to pay and report the value of EPMC, as set forth above.

PASSED AND ADOPTED this 15<sup>th</sup> day of January, 2013.

---

SCOTT W. NELSON, MAYOR

ATTEST:

---

PATRICK J. MELIA, CITY CLERK

STATE OF CALIFORNIA  
COUNTY OF ORANGE

I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Placentia, held on the 15th day of January, 2013, 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 R-2013-

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# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: NEIGHBORHOOD SERVICES COORDINATOR

DATE: JANUARY 15, 2013

SUBJECT: **PUBLIC HEARING AND APPROVAL OF PROPOSED PUBLIC FACILITY IMPROVEMENT PROJECT GRANT APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING PROCESS FOR FISCAL YEAR 2013-14.**

FISCAL  
IMPACT: POSITIVE GRANT FUNDING, AMOUNT TO BE DETERMINED

### **SUMMARY:**

The Federal Housing and Community Development Act of 1974 provides Community Development Block Grant (CDBG) funds for projects that promote the development of viable urban communities by providing suitable living environments for persons of low and moderate income. Through the Urban Counties program, the City of Placentia may apply to receive CDBG funds through the County of Orange to improve public facilities that serve low and moderate income residents and create suitable living environments. This action will conduct a Public Hearing on the proposed CDBG application and authorizes the City Administrator to submit the application to the County of Orange to receive CDBG funds for improving pedestrian accessibility throughout the community.

### **RECOMMENDATION:**

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

1. Open the hearing, receive public testimony, close public hearing; and
2. Authorize the City Administrator to submit the application to the County of Orange to receive Community Development Block Grant Funds for the Pedestrian Accessibility Improvement Project Phase III for \$250,000 of CDBG Funds leveraged with \$40,000 in local funds for a total project cost of \$290,000.

### **DISCUSSION:**

The City has previously entered into a Cooperation Agreement with the County of Orange to participate in the Urban Counties Program. The Urban Counties Program allows small cities to work cooperatively with their respective county to select projects and annually file grant applications to the U.S. Department of Housing and Urban Development (HUD) to receive CDBG funds. The County of Orange selects projects and programs through a competitive Request for Proposals (RFP) process to all participating small cities.

The County recently released a RFP for potential Public Facility Improvement projects for Fiscal Year 2013-14. Only one application will be accepted from each participating jurisdiction. Eligible projects must adhere to performance objectives set by HUD and must achieve specified performance

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outcomes such as improving accessibility through removal of physical barriers or promoting livable and viable neighborhoods by providing a benefit to low to moderate income residents.

The City previously submitted applications and received CDBG funds for pedestrian accessibility projects. The City is proposing a Phase III of the Pedestrian Accessibility Improvement Project including the replacement of sidewalks and the installation of curb cuts and ramps at various locations throughout the community. The grant guidelines have been modified for Fiscal Year 2013-14 to include a "regional benefit" component. Projects with a regional benefit will be scored at a higher rate and it is anticipated that \$600,000 of the estimated \$729,000 in funding will go towards a new County-wide emergency homeless shelter. The City's application meets the minimum scoring criteria and will be scored amongst those that serve the entire County, however, due to the new guidelines funding is very competitive for this year.

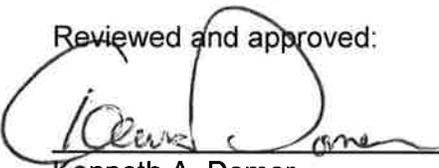
**FISCAL IMPACT:**

Submittal of the proposed CDBG project applications will have no financial impact. Implementation of specific projects, if CDBG funds are awarded by the County, will have a positive financial impact, but will also require leveraging of \$40,000 towards the Pedestrian Accessibility Improvement Project that can be evaluated by Council when presented for consideration. The suggested amount for leveraged funds will come from sources such as Community Facility District or remaining gas tax bond proceeds and not the City's General Fund.

Prepared by:

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

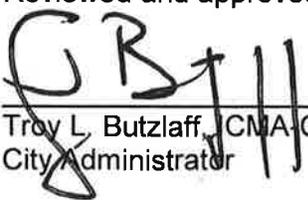
Reviewed and approved:

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

Reviewed and approved:

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

Reviewed and approved:

  
\_\_\_\_\_  
Troy L. Butzlaff, CMA, CM  
City Administrator



# Placentia City Council

## **AGENDA REPORT**

**TO:** HONORABLE MAYOR AND CITY COUNCIL

**FROM:** CITY ADMINISTRATOR

**DATE:** JANUARY 15, 2013

**SUBJECT:** CONSIDERATION OF CONTINUED MEMBERSHIP IN ASSOCIATION OF CALIFORNIA CITIES – ORANGE COUNTY

**FINANCIAL IMPACT:** \$12,337 ANNUAL MEMBERSHIP DUES

### **INTRODUCTION:**

The Association of California Cities – Orange County (ACC-OC) was founded in 2011 to serve as the hub for public policy and legislative advocacy for Orange County cities. The ACC-OC consists of 24 Orange County cities, including Placentia, and a number of non-profit agencies, private companies and consulting firms. As a result of a projected funding deficit going into the current fiscal year, the City Council decided to defer making a decision whether to continue its membership in the ACC-OC until mid-year so the budget could be re-evaluated to determine whether the City was in a better fiscal position to afford this expense. This item is being presented to determine whether the City Council wishes to continue its membership in the ACC-OC for calendar year 2013.

### **RECOMMENDATION:**

It is recommended that City Council take the following action:

1. Consider whether to pay membership dues to the Association of California Cities – Orange County for calendar year 2013 and direct staff as appropriate.

### **DISCUSSION:**

The Association of California Cities – Orange County (ACC-OC) was established in 2011 as an alternative to the League of California Cities Orange County Division. The stated purpose and function of the ACC-OC includes:

- To advocate on behalf of its members the preservation and enhancement of local control;
- To hold periodic meetings of city officials to foster and disseminate knowledge relating to municipal government by all appropriate means and to generate

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**January 15, 2013**

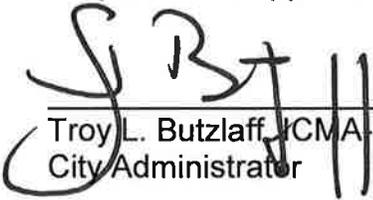
greater interest and more active civic consciousness among the members;  
and

- To hold period meetings of city officials for the discussion of municipal issues for the purposes of promoting government efficiency and reducing the cost of government.

ACC-OC provides a number of services and educational opportunities to its members. A list of current member services and benefits is attached. Although some of the services offered through the ACC-OC such as legislative advocacy, continuing education and legislative tracking and analysis are also offered by the League of California Cities, which the City is a member of, and through the City's legislative advocate, Joe Gonsalves & Sons, what makes the ACC-OC unique is that it is organic to Orange County and offers programs and services specifically tailored to the needs of its members.

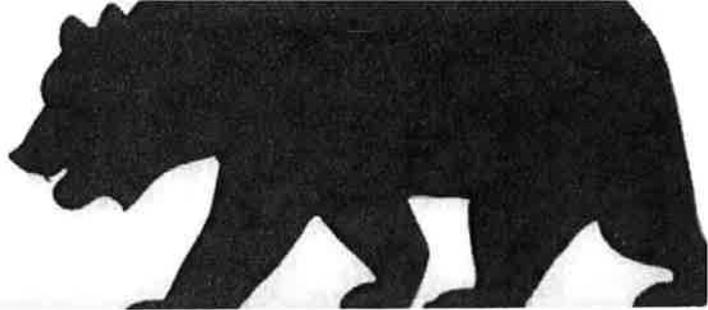
The ACC-OC has set the City's membership dues for 2013 at \$12,337.32. This represents no increase in membership dues from 2012. The City's budget situation has not improved from the adoption of the current year budget which resulted in this item being deferred. In fact with mid-year adjustments taken into account the City has shifted from a projected fund surplus of \$10,000 to a balanced budget at the end of the fiscal year. It is recommended that the City Council consider the City's financial position in determining whether the City should or should not continue its membership in the ACC-OC and provide appropriate direction to staff.

Prepared and approved:

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

Attachments – As Stated

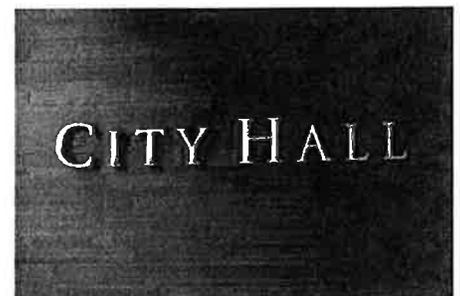
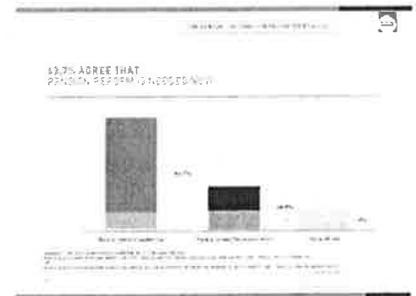
# ASSOCIATION OF CALIFORNIA CITIES ORANGE COUNTY



## MEMBER BENEFITS

### A Resource for City Leaders

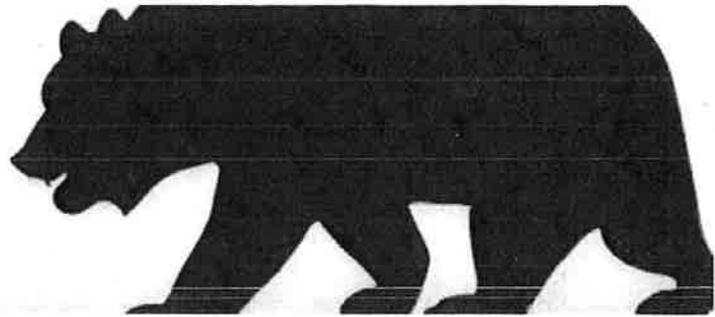
- **Legislative Tracking:** ACC-OC provides you access to CapitolTrack legislative tracking software. Gain up-to-the-minute updates on legislation impacting local control, right from our website.
- **City Advocacy:** As our primary charge, we are your advocates. We defend local control in the press, court room and state legislature.
- **Educational Programming:** State, regional and local experts address issues important to members. The ACC-OC holds regular educational events at discounted rates for members.
- **City Leader Receptions:** ACC-OC hosts networking receptions for local leaders to interface with peers and community partners.
- **Sacramento Advocacy Trip:** ACC-OC partners with key business leaders on our annual trip to Sacramento to meet with influential members of the Legislature and the Governor's top staff.
- **Public Polling:** ACC-OC provides members exclusive access to polling data on issues important to cities, like economic development and the public's perceptions of local government.
- **Annual Conferences:** ACC-OC offers a variety of annual conferences each year, including: City Council Orientation, Infrastructure Conference and the OC Housing Summit.
- **Policy Solutions/Best Practices:** ACC-OC's policy committees, comprised of members, develop Best Practices that are used across the County as baselines to implement effective public policy.
- **eHub Online Policy Resource:** Save staff time and money by utilizing this centralized repository of hundreds of documents that would otherwise need to be researched by city staffs.
- **Affinity Program:** Discounted rates for commonly used services from exclusive ACC-OC providers.
- **Alerts & Information:** ACC-OC communicates via its website, e-newsletter, social media, the press, special events, press conferences, and other ways to ensure members are in the know.
- **City Directory:** Each year, the ACC-OC produces a comprehensive directory of all city elected officials, special districts and state/federal delegation contacts.



THE ONLINE RESOURCE  
FOR GOOD PUBLIC POLICY



# ASSOCIATION OF CALIFORNIA CITIES ORANGE COUNTY



## MEMBER BENEFITS

### The Hub for Good Public Policy

- **Job Creation & Economic Development Taskforce:** Working in collaboration with the private sector and the non-profit community, this committee looks at what cities can do to spur economic health in their cities, as well as what can be done on a regional level.
- **Local Government Innovation:** This committee is tasked with streamlining government and looking beyond Orange County's borders to identify other innovative ideas. The committee will look across all levels of government for what can be done to create efficiencies in local government.
- **100% Connectivity (Countywide Wireless):** This committee focuses on tackling barriers to countywide wireless connectivity, engaging partners and recommending tangible solutions to help the region move toward 100% coverage in OC cities.
- **Medical Marijuana Discussion Group:** This discussion group will look to help cities deal with the quagmire of challenges in managing medical marijuana dispensaries.
- **Additional Policy Committees:** Pension Reform, Redevelopment Reform, Regional Housing Needs Assessment Reform and Legislative Committee

### Catalyst for Regional Collaboration

- **Platform for Model Ordinances:** ACC-OC serves as the platform for developing model ordinances for us across Orange County.
- **Resource for Statewide Issues:** Groups like CalFWD and the California Redistricting Commission rely on ACC-OC to collaborate with local leaders and vet policy solutions for statewide issues.
- **Collaboration Through All Levels of ACC-OC:** Member feedback drives the strategic direction from which the Board and Committees develop programs, policy and information.
- **Convening Stakeholders:** The ACC-OC regularly convenes stakeholders to develop solutions to urgent civic issues. Past efforts include:
  - California redistricting proposals
  - Sex offender policies
  - Statewide government reform





# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL/AGENCY BOARD

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF FINANCE

DATE: JANUARY 15, 2013

SUBJECT: FISCAL YEAR 2012-13 BUDGET AMENDMENTS

**FINANCIAL**

IMPACT: EXPENSES: \$207,000  
REVENUES: \$207,000

### **SUMMARY:**

As the organization approaches the middle of the fiscal year, City staff has evaluated the adopted budget, revenue projections, and economic conditions for the remainder of the fiscal year to ensure that any deviations from the initial budget projections are proactively addressed. Staff also reviews requests for appropriations to address new priorities which are unfunded or underfunded. This action will approve a Resolution amending the Fiscal Year 2012-13 annual budget.

### **RECOMMENDATION:**

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

1. Receive a presentation on the City's Fiscal Year 2012-13 budget; and
2. Adopt Resolution R-2013 - \_\_\_\_, A Resolution of the City Council of the City of Placentia, California, authorizing a budget amendment in Fiscal Year 2012-13 in the aggregate amount of \$207,000 in compliance with the City Charter §§ 1206 and 1209 pertaining to appropriations for actual expenditures.

### **DISCUSSION:**

The City began the fiscal year with a balanced operating budget with \$10,230 projected revenues over expenditures. The City Council has previously approved additional \$62,225, which has offsetting revenues, through the end of last calendar year. At the end of calendar year 2012, staff reviewed the current status of the City's financial conditions and determined that an additional appropriation of \$207,000 is needed to cover unanticipated costs associated with personnel, legal services and risk management. The personnel adjustments include the unrealized savings from negotiated pension proposals and negotiated salary inflationary adjustments. The legal and risk management adjustments are due to increased costs in services and general liability insurance premiums. Fortunately the additional appropriation can be fully offset through a reduction of

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negotiated outstanding (unpaid) legal services, anticipated increase in recreation program fees, and budget savings in operations.

### **Revenues**

Through the month of December (50% of the fiscal year) the General Fund collected \$11.6 million or 38% of the annual estimated revenue. Sales tax and utility users tax are at 24% and 47%, respectively. Business license tax, transient occupancy tax, and charges for services are at 13%, 47%, and 32%, respectively. Based on current trends it is anticipated that the property tax and sales tax revenues are anticipated to come in at or above budget based on the current trend.

### **Operating Expenditures**

Through the month of December (50.0% of the fiscal year) General Funds of \$11.5 million were spent on operations and \$1.2 million of encumbrances were recorded. The General Fund shows 38% of the appropriations expended and encumbered at the end of December 2012. The departments have reviewed their mid-year budget and actuals with the Finance Director in preparation of this mid-year budget review. Line items greater than 50% expended or encumbered were highlighted and reviewed. Overall departments continue to manage their budgets efficiently and expenditures are well within normal at this point in the fiscal year. One area of concern continues to be overtime costs in the Police Department.

### **Requested Mid-Year Personnel Adjustments**

To help curtail the overtime costs, which is due to low staffing levels, the City Administrator and Police Chief are recommending the hiring of one Police Officer and one Police Academy Trainee position. The cost of adding these positions is \$90,180 for the remainder of the fiscal year. While it is staff's intention to fill these positions as soon as possible, both positions are contingent upon future funding availability and could be subject to layoff depending on the City's financial position going into next fiscal year. To offset the anticipated expense of the requested positions, staff is recommending a transfer of approximately \$90,000 from the projected reduction in vehicle impound activities and salary savings from anticipated employee retirements into the Police Department's personnel budget. If the City Council elects to proceed with hiring of the additional staff, the City's budget should remain balanced, but there will be no excess revenues over expenditures at the close of the fiscal year.

### **Investment Activity**

Cash and Investments total \$8.8 million which represents \$5.4 million of investments and \$3.4 million in cash. The General Fund totals \$1.5 million or approximately 17 % of the total portfolio.

### Cash Balances

As of December 31, 2012, seven (7) funds showed a negative cash balance. The Housing Authority Fund has a deficit of \$116,500 and Street Lighting District Fund has a deficit of \$110,900 and both of these deficits will be cleared when revenues are received from property taxes. Housing and Community Development Fund has a deficit of \$600 and City Capital Projects has a deficit of \$4.6 million and both of these deficits will be cleared when revenues are received from grant reimbursements. At year-end, the General Fund will transfer the necessary cash to cover the Internal Service Funds cash deficit, which is currently \$1.8 million.

The budget amendment is attached. It is recommended that the City Council adopt the attached Resolution amending the budget for the Fiscal Year 2012-13.

Submitted by:

Reviewed and Approved:



Karen Ogawa  
Director of Finance



Troy L. Butzlaff, ICMA-CM  
City Administrator

Attachment: As Stated

**RESOLUTION NO. R-2013-**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2012-13 IN THE AGGREGATE AMOUNT OF \$207,000.00 IN COMPLIANCE WITH CITY CHARTER §§ 1206 AND 1209 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES.

**A. Recitals.**

(i). The adopted budget for the 2012-13 Fiscal Year sets out estimated appropriations for City expenses throughout the year.

(ii). From time to time the adopted budget must be adjusted when precise expenditures are finally determined or when estimated expenditures exceed projected costs allocated.

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

**B. Resolution .**

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

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

2. The adopted budget for Fiscal Year 2012-13, Resolution No. R-2012-36, as heretofore amended, hereby is amended to reflect the following transfer of funds from the Account specified to the Account specified:

Fund	Description	Department	GL	Acct. #	Increase (Decrease)
<b>SEE EXHIBIT "A"</b>					
					\$ 0

PASSED, ADOPTED AND APPROVED this 15<sup>th</sup> day of January, 2013.

SCOTT W. NELSON, MAYOR

Attest:

PATRICK J. MELIA, CITY CLERK

STATE OF CALIFORNIA  
COUNTY OF ORANGE

I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 15<sup>th</sup> day of January, 2013 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

# EXHIBIT "A"

## CITY MID-YEAR BUDGET AMENDMENTS

		<u>INCREASE (DECREASE)</u>
<u>REVENUE AMENDMENTS:</u>		
Miscellaneous Revenues	100000-4710	184,000
Recreation Program Fees	100000-4340	23,000
Total Revenue Amendments		<u>\$ 207,000</u>
Increase (decrease) to Fund Balance		<u>\$ 207,000</u>
<u>EXPENDITURE AMENDMENTS:</u>		
Instructional Services	104071-6060	15,000
Leave Accrual Payout	395083-5020	(88,000)
Electricity	431010-6330	(60,010)
Salaries/Full-time	101512-5001	139,010
Salaries/Full-time	103041-5001	80,000
Salaries/Full-time	101511-5001	36,000
Liability Insurance Premiums	404582-6201	45,000
Legal Services	101005-6005	40,000
Salaries/Full-time	103041-5001	22,060
Salaries/Full-time	103041-5001	68,120
Towing Services	103041-6181	(36,000)
Lien Services	103041-6182	(10,000)
Salaries/Full-time	103043-5001	(21,900)
Workers' Comp Claims	404580-5165	(22,280)
Total Expenditure Amendments		<u>\$ 207,000</u>
Increase (decrease) to Fund Balance		<u>\$ (207,000)</u>