



Regular Meeting Agenda May 1, 2018

Placentia City Council
Placentia City Council as Successor to the Placentia
Redevelopment Agency
Placentia Industrial Commercial
Development Authority

Chad P. Wanke
Mayor

Rhonda Shader
Mayor Pro Tem

Craig S. Green
Councilmember

Ward L. Smith
Councilmember

Jeremy B. Yamaguchi
Councilmember

Patrick J. Melia
City Clerk

Kevin A. Larson
City Treasurer

Damien R. Arrula
City Administrator

Christian L. Bettenhausen
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, and at the 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 - CLOSED SESSION
May 1, 2018
5:00 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

ROLL CALL: Councilmember/Board Member Green
Councilmember/Board Member Smith
Councilmember/Board Member Yamaguchi
Mayor Pro Tem/Board Vice Chair Shader
Mayor/Board Chair Wanke

ORAL COMMUNICATIONS:

At this time the public may address the City Council and Boards of Directors concerning any items on the Closed Session Agenda only. There is a five (5) minute time limit for each individual addressing the City Council and Boards of Directors.

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

1. Pursuant To Government Code Section 54956.9(D)(1)
CONFERENCE WITH LEGAL COUNSEL – Existing Litigation
Name of Case: City of Placentia vs Ng Kan Hoi; et al; Case No. 30-2015-00826619
2. Pursuant to Government Code Section 54956.9(d)(2):
CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation
Significant exposure to litigation: (2 Cases)

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
May 1, 2018
7:00 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

ROLL CALL: Councilmember/Board Member Green
Councilmember/Board Member Smith
Councilmember/Board Member Yamaguchi
Mayor Pro Tem/Board Vice Chair Shader
Mayor/Board Chair Wanke

INVOCATION: Chaplain Sterling Bennett

PLEDGE OF ALLEGIANCE:

PRESENTATION:

a. Proclamation for National Police Week

Recipient: Chief Darin Lenyi

Presenter: Mayor Wanke

b. Commendation - Orange County Fire Authority (OCFA) Fire Fighter of the Year

Recipient: Captain Hawkins

Presenter: Mayor Wanke

CLOSED 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 MEMBER COMMENTS:

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

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.

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

Fiscal Impact: None

Recommended Action: Approve.

- 1.b. **City Fiscal Year 2017-18 Register for May 1, 2018
Check Register**
Fiscal Impact: \$5,945,242.16
Electronic Disbursement Register
Fiscal Impact: \$544,367.97
Recommended Action: It is recommended that the City Council:
 1) Receive and file.
- 1.c. **Resolution for Grant Funds for the Environmental Cleanup, Tier 1 Grant Program Under the Orange County Local Transportation Ordinance No. 3 for the City of Placentia Catch Basin Screen Insert Project Phase 5**
Fiscal Impact: Expense: \$ 200,000 Proposed Project Cost
 Revenue: \$ 160,000 OCTA M2 Environmental Cleanup Tier 1 Grant
 \$ 25,000 CalRecycle Used Oil Payment Program Funds
 \$ 10,000 Refuse Fund
 \$ 5,000 General Fund
Recommended Action: It is recommended that the City Council:
 1) Adopt Resolution No. R-2018-22, A Resolution of the City Council of the City of Placentia, California authorizing an application for funds for the Environmental Cleanup, Tier 1 Grant Program under Orange County Local Transportation Ordinance No. 3 for Catch Basin Insert Project Phase 5; and
 2) Authorize the City Administrator, or his designee, to execute all documents necessary, in a form approved by the City Attorney.
- 1.d. **Amendment No. 1 to Professional Services Agreement with RBI Traffic Inc.**
Fiscal Impact: Expense: \$ 140,000
 Revenue: \$ 14,000 FY 2017-18 Operating Budget
 \$ 84,000 FY 2018-19 Operating Budget
 \$ 42,000 FY 2019-20 Operating Budget
Recommended Action: It is recommended that the City Council:
 1) Approve Amendment No. 1 to Professional Services Agreement with RBI Traffic Inc. for an additional not-to-exceed amount of \$140,000; and
 2) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.
- 1.e. **Award of Contract to Spectraturf Inc. for Playground Rubberized Surfacing Repairs at Kraemer and McFadden Parks**
Fiscal Impact: Expense: \$ 30,965
 Revenue: \$ 30,965 St. Jude Grant
Recommended Action: It is recommended that the City Council:
 1) Approve a Public Works Agreement with SpectraTurf Inc. for the repair of playground rubberized surfacing at Kraemer and McFadden Parks in the amount of \$30,965, from the St. Jude Grant funds in the Fiscal Year 2017-18 budget; and
 2) Authorize the City Administrator, or his designee, to execute all necessary documents, in a form approved by the City Attorney.
- 1.f. **Replacement Purchase of Mobile Data Computers**
Fiscal Impact: Expense: \$48,864.38
 Revenue: \$48,864.38 Traffic Offender Funds
 No General Fund dollars will be utilized for this purpose.
Recommended Action: It is recommended that the City Council:

- 1) Approve the purchase of replacement MDC's and necessary equipment and configuration with DuraTech USA, Inc. for an amount not-to-exceed \$48,864.38; and
- 2) Approve Resolution No. R-2018-23, A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2017-18 in compliance with City Charter of the City of Placentia §§1206 and 1209 pertaining to appropriations for actual expenditures; and
- 3) Authorize the City Administrator and/or his designee, to execute all the necessary documents, in a form approved by the City Attorney.

1.g. **Amendment No. 4 to Professional Services Agreement with Irwin Bornstein**

Fiscal Impact: Expense: \$30,000 Not-to-Exceed Amount
 Budgeted: \$20,000 FY 2017-18 Finance Department Budget
 (Salary Savings)
 \$10,000 FY 2018-19 to Be Included in Finance
 Department Professional Services Budget

Recommended Action: It is recommended that the City Council:

- 1) Approve Amendment No. 4 to Professional Services Agreement with Irwin Bornstein to extend the contract and for an additional not-to-exceed amount of \$30,000; and
- 2) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

1.h. **Amendment No. 1 to Professional Services Agreement with M Jack Brooks, JD**

Fiscal Impact: Expense: \$45,000 Not-to-Exceed Amount
 Budgeted: \$20,000 FY 2017-18 Finance Department Budget
 \$25,000 FY 2018-19 Finance Department Budget

Recommended Action: It is recommended that the City Council:

- 3) Approve Amendment No. 1 to Professional Services Agreement with M Jack Brooks, JD to extend the term of the contract to June 30, 2019 and for an additional not-to-exceed amount of \$45,000; and
- 4) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

1.i. **Proclamation Declaring May 2018 as Poppy Days**

1.j. **Proclamation Declaring May 2018 as Motorcycle Safety Awareness Month**

2. PUBLIC HEARING:

2.a. **Public Hearing No. 4 Regarding the Transition from At-Large to By-District Elections and Introduction of an Ordinance Amending the Placentia Municipal Code to Establish City Council District Boundaries**

Fiscal Impact: \$84,505.87 to date

Recommended Action: It is recommended that the City Council:

- 1) Open and conduct Public Hearing No. 4 to receive public comments regarding the draft maps; election sequencing; and the criteria and factors that go into the drawing of maps of single-member voting districts; the composition of the districts, and other matters related to the election of members of the City Council by district; and
- 2) Receive the Staff report, consider all public testimony, ask questions of Staff; and
- 3) Vote to adopt one of the proposed district maps; and
- 4) Waive full reading, by title only, and introduce for first reading Ordinance No. O-2018-02, An Ordinance of the City Council of the City of Placentia Adding Chapter

- 2.10 Entitled "City Council District Boundaries" and Adopting a Map Establishing the Boundaries and Identification Number of Each Electoral District; and
- 5) Close the Public Hearing.

2.b. **Introduce and Adopt an Emergency Ordinance Amending the Placentia Municipal Code to Establish City Council District Boundaries**

Fiscal Impact: \$84,505.87 to date

Recommended Action: It is recommended that the City Council:

- 1) Open and conduct a public hearing to introduce and adopt an emergency ordinance establishing City Council district boundaries as follows:
- 2) Waive full reading, by title only, and introduce and adopt Ordinance No. O-2018-03, an Emergency Ordinance of the City Council of the City of Placentia Adding Chapter 2.10 Entitled "City Council District Boundaries" and Adopting a Map Establishing the Boundaries and Identification Number of Each Electoral District; and
- 3) Close the public hearing.

2.c. **Cost of Services Study and Update to Comprehensive Fee Schedule**

Fiscal Impact: Revenue: \$400,000 per Year (Estimated)

Recommended Action: It is recommended that the City Council:

- 1) Open the Public Hearing to consider amending the Comprehensive Fee Schedule for certain City fees, rates and charges for various City services; and
- 2) Receive the Staff Report, consider all public testimony, ask questions of Staff; and
- 3) Close the Public Hearing; and
- 4) Adopt Resolution No. R-2018-24, A Resolution of the City Council of the City of Placentia, California, Increasing, Establishing and Adopting Certain City Fees, Rates and Charges for Various City Services; and
- 5) Direct Staff to prepare annual updates to the City's user fees for City Council consideration, based on increases in the Consumer Price Index, for implementation during the next four fiscal years (FY 2019-20 through FY 2022-23); and
- 6) Direct Staff to establish a policy for conducting comprehensive cost of services/user fee studies every five years.

2.d. **Public Hearing on Solid Waste Handling Services Rate Adjustment and Related Resolutions for Fiscal Year 2018-19**

Fiscal Impact: There is no direct fiscal impact to the City's budget associated with the recommended actions.

Recommended Action: It is recommended that the City Council:

- 1) Open the Public Hearing concerning the Solid Waste Handling Services Rate Adjustment and related resolutions for Fiscal Year 2018-19; and
- 2) Receive the Staff Report, consider all public testimony, ask questions of Staff; and
- 3) Close the Public Hearing; and
- 4) Adopt Resolution No. R-2018-25, A Resolution of the City Council of the City of Placentia, California approving the Amended Fee Schedule for Solid Waste Handling Services to Reflect Consumer Price Index increases and Organics Recycling Requirements (AB 1826); and
- 5) Adopt Resolution No. R-2018-26, A Resolution of the City Council of the City of Placentia, California authorizing and determining residential solid waste handling service charges and directing placement thereof on the Orange County tax rolls; and
- 6) Approve Amendment No. 8 to the Amended, Revised and Restated Agreement for Solid Waste Handling Services between the City of Placentia and Republic Waste Services of Southern California, LLC; and

- 7) Approve Amendment No. 9 to the Amended, Revised and Restated Agreement for Solid Waste Handling Services between the City of Placentia and Republic Waste Services of Southern California, LLC; and
- 8) Authorize the City Administrator to execute all the necessary documents, in a form approved by the City Attorney.

3. REGULAR AGENDA:

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.

Adjourned In Memory of

Charles "Chuck" Slaton, longtime friend of Councilmember Craig S. Green

And

Milly Arvanitas, Aunt of Councilmember Craig S. Green

ADJOURNMENT:

The City Council/Successor Agency/ICDA Agency Board of Directors will adjourn to Tuesday, May 15, 2018 at 5:00 p.m.

TENTATIVE AGENDA FORECAST

The Tentative Agenda Forecast is subject to change up until the posting of the Agenda for the Council Meeting listed below:

- Resolution Setting Public Hearing for Landscape Maintenance District (LMD)
- Resolution Setting Public Hearing for Street Lighting District (SLD)
- Agreement for Law Enforcement Court Liaison Services with the City of La Habra
- Notice of Completion for La Jolla/Melrose Traffic Signal Improvement Project
- Agreement for Residential Slurry Seal Project
- Presentation of Local Circulator Transit Study
- Second Reading of Ordinance Establishing Election Districts

CERTIFICATION OF POSTING

I, Rosanna Ramirez, Chief Deputy City Clerk of the City of Placentia and Assistant Secretary of the Industrial Commercial Development Authority and Successor Agency, hereby certify that the Agenda for the May 1, 2018 meetings of the City Council, Successor Agency, and Industrial Commercial Development Authority was posted on April 26, 2018.

Rosanna Ramirez, Director of Administrative Services

City of Placentia
Check Register
 For 05/01/2018

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
					Grand Total:	10,213,568.89			

Check Totals by ID

AP	10,213,568.89
EP	0.00
IP	0.00
OP	0.00

Fund Name	<u>Check Totals by Fund</u>
101-General Fund (0010)	4,978,191.33
206-Gas Tax Bond Fund (0052)	750.00
208-Scssr Agency Ret Oblg (0054)	4,671.53
211-PEG Fund (0058)	6,737.38
225-Asset Seizure (0021)	459.39
228-NOC-Public Safety Grant(0061)	101.00
260-Street Lighting District (0028)	31,092.37
265-Landscape Maintenance (0029)	49,926.42
275-Sewer Maintenance (0048)	1,054.61
401-City Capital Projects (0033)	271,463.40
501-Refuse Administration (0037)	231,207.09
601-Employee Health & Wlfre (0039)	313.95
605-Risk Management (0040)	356,239.70
701-Special Deposits (0044)	13,033.99

Void Total: 4,268,326.73
Check Total: 5,945,242.16

Check Total: 5,945,242.16

Funds will be transferred from the Cash Basis Fund as needed to fund the warrants included on this warrant register

City of Placentia
Check Register
For 04/25/2018

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
RV	CMRTA V007473	MEMBERSHIP - WONG, REYNOLDS	102020-6255 Dues & Memberships	AP041218	100.00	624		00097463	04/12/2018
				Check Total:	100.00				
RV	PLACENTIA, CITY OF V000860	TRANSFER FUNDS TO BANC OF CA	0010-1101 General Checking B of A	AP042418	4,268,226.73	042418		00097604	04/24/2018
				Check Total:	4,268,226.73				
				Type Total:	4,268,326.73				
				Void Total:	4,268,326.73				

**City of Placentia
Check Register
For 04/25/2018**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	CALIFORNIA STATE V004813	PE 4/7/18 PD 4/13/18	0010-2196 Garnishments W/H	PY18008	443.98	2700/1801008		00097440	04/13/2018
MW OH	CALIFORNIA STATE V004813	PE 4/7/18 PD 4/13/18	0029-2196 Garnishments W/H	PY18008	64.16	2700/1801008		00097440	04/13/2018
MW OH	CALIFORNIA STATE V004813	PE 4/7/18 PD 4/13/18	0037-2196 Garnishments W/H	PY18008	69.23	2700/1801008		00097440	04/13/2018
MW OH	CALIFORNIA STATE V004813	PE 4/7/18 PD 4/13/18	0048-2196 Garnishments W/H	PY18008	156.46	2700/1801008		00097440	04/13/2018
Check Total:					733.83				
MW OH	FRANCHISE TAX BOARD V000404	PE 4/7/18 PD 4/13/18	0048-2196 Garnishments W/H	PY18008	6.00	2710/1801008		00097441	04/13/2018
MW OH	FRANCHISE TAX BOARD V000404	PE 4/7/18 PD 4/13/18	0010-2196 Garnishments W/H	PY18008	48.00	2710/1801008		00097441	04/13/2018
MW OH	FRANCHISE TAX BOARD V000404	PE 4/7/18 PD 4/13/18	0029-2196 Garnishments W/H	PY18008	6.00	2710/1801008		00097441	04/13/2018
Check Total:					60.00				
MW OH	ORANGE COUNTY V000699	PE 4/7/18 PD 4/13/18	0037-2176 PCEA/OCEA Assoc Dues	PY18008	2.28	2610/1801008		00097442	04/13/2018
MW OH	ORANGE COUNTY V000699	PE 4/7/18 PD 4/13/18	0048-2176 PCEA/OCEA Assoc Dues	PY18008	21.78	2610/1801008		00097442	04/13/2018
MW OH	ORANGE COUNTY V000699	PE 4/7/18 PD 4/13/18	0010-2176 PCEA/OCEA Assoc Dues	PY18008	267.55	2610/1801008		00097442	04/13/2018
MW OH	ORANGE COUNTY V000699	PE 4/7/18 PD 4/13/18	0029-2176 PCEA/OCEA Assoc Dues	PY18008	6.61	2610/1801008		00097442	04/13/2018
Check Total:					298.22				
MW OH	PCEA C/O NORTH ORANGE V000679	PE 4/7/18 PD 4/13/18	0029-2176 PCEA/OCEA Assoc Dues	PY18008	0.69	2615/1801008		00097443	04/13/2018
MW OH	PCEA C/O NORTH ORANGE V000679	PE 4/7/18 PD 4/13/18	0010-2176 PCEA/OCEA Assoc Dues	PY18008	27.81	2615/1801008		00097443	04/13/2018
MW OH	PCEA C/O NORTH ORANGE V000679	PE 4/7/18 PD 4/13/18	0048-2176	PY18008	2.26	2615/1801008		00097443	04/13/2018

City of Placentia
Check Register
For 04/25/2018

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000679		PCEA/OCEA Assoc Dues						
MW OH	PCEA C/O NORTH ORANGE V000679	CRE 4/7/18 PD 4/13/18	0037-2176 PCEA/OCEA Assoc Dues	PY18008	0.24	2615/1801008		00097443	04/13/2018
				Check Total:	31.00				
MW OH	PLACENTIA POLICE V000839	PE 4/7/18 PD 4/13/18	0061-2180 Police Mgmt Assn Dues	PY18008	4.04	2625/1801008		00097444	04/13/2018
MW OH	PLACENTIA POLICE V000839	PE 4/7/18 PD 4/13/18	0021-2180 Police Mgmt Assn Dues	PY18008	5.07	2625/1801008		00097444	04/13/2018
MW OH	PLACENTIA POLICE V000839	PE 4/7/18 PD 4/13/18	0010-2180 Police Mgmt Assn Dues	PY18008	795.03	2625/1801008		00097444	04/13/2018
				Check Total:	804.14				
MW OH	PLACENTIA POLICE V003519	PE 4/7/18 PD 4/13/18	0061-2178 Placentia Police Assoc Dues	PY18008	90.61	2620/1801008		00097445	04/13/2018
MW OH	PLACENTIA POLICE V003519	PE 4/7/18 PD 4/13/18	0021-2178 Placentia Police Assoc Dues	PY18008	77.18	2620/1801008		00097445	04/13/2018
MW OH	PLACENTIA POLICE V003519	PE 4/7/18 PD 4/13/18	0010-2178 Placentia Police Assoc Dues	PY18008	2,137.65	2620/1801008		00097445	04/13/2018
				Check Total:	2,305.44				
MW OH	VANTAGEPOINT TRANSFER V007191	PE 4/7/18 PD 4/13/18	0048-2170 Deferred Comp Payable - ICMA	PY18008	147.45	2606/1801008		00097446	04/13/2018
MW OH	VANTAGEPOINT TRANSFER V007191	PE 4/7/18 PD 4/13/18	0010-2170 Deferred Comp Payable - ICMA	PY18008	2,715.85	2606/1801008		00097446	04/13/2018
MW OH	VANTAGEPOINT TRANSFER V007191	PE 4/7/18 PD 4/13/18	0029-2170 Deferred Comp Payable - ICMA	PY18008	58.02	2606/1801008		00097446	04/13/2018
MW OH	VANTAGEPOINT TRANSFER V007191	PE 4/7/18 PD 4/13/18	0061-2170 Deferred Comp Payable - ICMA	PY18008	6.35	2606/1801008		00097446	04/13/2018
MW OH	VANTAGEPOINT TRANSFER V007191	PE 4/7/18 PD 4/13/18	0054-2170 Deferred Comp Payable - ICMA	PY18008	29.85	2606/1801008		00097446	04/13/2018
MW OH	VANTAGEPOINT TRANSFER	PE 4/7/18 PD 4/13/18	0037-2170	PY18008	19.06	2606/1801008		00097446	04/13/2018

City of Placentia
Check Register
For 04/25/2018

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V007191		Deferred Comp Payable - ICMA						
				Check Total:	2,976.58				
MW OH	ADMINSURE V004980	FEB WORKERS COMP ADMIN SVS	404580-6025 Third Party Administration	AP041218	3,353.04	10993		00097447	04/12/2018
				Check Total:	3,353.04				
MW OH	ALBERT GROVER & V007111	NOV TRAFFIC SAFETY STUDY SVS	333552-6185 / 68006-6185 Construction Services	AP041218	3,320.00	17670-IN	P11261	00097448	04/12/2018
MW OH	ALBERT GROVER & V007111	DEC TRAFFIC SAFETY STUDY SVS	333552-6185 / 68006-6185 Construction Services	AP041218	7,815.00	17731-IN	P11261	00097448	04/12/2018
MW OH	ALBERT GROVER & V007111	FEB TRAFFIC SAFETY STUDY SVS	333552-6185 / 68006-6185 Construction Services	AP041218	27,345.00	18105-IN	P11261	00097448	04/12/2018
				Check Total:	38,480.00				
MW OH	AMERICAN OFFICE V009212	OFFICE FURNITURE	103654-6130 Repair & Maint/Facilities	AP041218	6,449.50	9640	P11245	00097449	04/12/2018
				Check Total:	6,449.50				
MW OH	ANGELS POOL INC V010781	POOL BOND REFUND	0044-2045 Construction Deposits(Swim)	AP041218	500.00	501-1-699		00097450	04/12/2018
				Check Total:	500.00				
MW OH	AT & T V008736	APRIL PD YARD INTERNET	109595-6215 Telephone	AP041218	50.88	MARCH PD 18		00097451	04/12/2018
				Check Total:	50.88				
MW OH	BIGGS CARDOSA V010461	FEB ENGINEERING DESIGN SVS	333552-6185 / 61116-6185 Construction Services	AP041218	22,874.83	73540	P11141	00097452	04/12/2018
				Check Total:	22,874.83				
MW OH	CALIFORNIA NEWSPAPER V009955	LEGAL ADVERTISING - DISTRICTS	101002-6225 Advertising/Promotional	AP041218	5,886.00	0011089367		00097453	04/12/2018
				Check Total:	5,886.00				
MW OH	CAMARENA, MARIA V010782	DEPOSIT REFUND - KRAEMER PARK	100000-4385 Facility Rental	AP041218	100.00	2002072.002		00097454	04/12/2018

City of Placentia
Check Register
For 04/25/2018

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	100.00				
MW OH	CANON FINANCIAL SERVICES V008867	MARCH FAX LEASE PMT	109595-6175 Office Equipment Rental	AP041218	69.21	18359105		00097455	04/12/2018
MW OH	CANON FINANCIAL SERVICES V008867	MARCH COPIER LEASE PMT	109595-6175 Office Equipment Rental	AP041218	3,483.01	18398851		00097455	04/12/2018
MW OH	CANON FINANCIAL SERVICES V008867	MARCH COPIER LEASE PMT	109595-6175 Office Equipment Rental	AP041218	262.62	18398852		00097455	04/12/2018
MW OH	CANON FINANCIAL SERVICES V008867	APRIL COPIER LEASE PMT	109595-6175 Office Equipment Rental	AP041218	69.21	18464347		00097455	04/12/2018
				Check Total:	3,884.05				
MW OH	CARL WARREN & CO V008011	MARCH LIABILITY ADMIN SVS	404582-6025 Third Party Administration	AP041218	1,541.66	1838815		00097456	04/12/2018
				Check Total:	1,541.66				
MW OH	CBE V008124	2/20-3/19 COPIER OVERAGES	109595-6175 Office Equipment Rental	AP041218	480.32	IN1994119		00097457	04/12/2018
MW OH	CBE V008124	2/20-3/19 COPIER OVERAGES	109595-6175 Office Equipment Rental	AP041218	139.39	IN1996660		00097457	04/12/2018
MW OH	CBE V008124	3/5-4/4 COPIER OVERAGES	109595-6175 Office Equipment Rental	AP041218	24.15	IN1999630		00097457	04/12/2018
				Check Total:	643.86				
MW OH	CCAC V010338	MEMBERSHIP RENEWAL	101002-6255 Dues & Memberships	AP041218	310.00	2950		00097458	04/12/2018
				Check Total:	310.00				
MW OH	CDTFA V010785	STORAGE TANK MAINT 44-016502	103658-6134 Vehicle Repair & Maintenance	AP041218	935.05	RTS-TK		00097459	04/12/2018
				Check Total:	935.05				
MW OH	CITY OF FULLERTON V000385	TRAFFIC SIGNAL SHARED COSTS	333552-6185 / 61098-6185 Construction Services	AP041218	46,547.10	AR159708		00097460	04/12/2018
				Check Total:	46,547.10				

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MW OH	CITY OF PLACENTIA V000773	TRAVEL REIMBURSEMENT	101511-6245 Meetings & Conferences	AP041218	5.00	032918		00097461	04/12/2018
MW OH	CITY OF PLACENTIA V000773	BUSINESS MEETING MEALS	101512-6250 Staff Training	AP041218	20.63	032918		00097461	04/12/2018
MW OH	CITY OF PLACENTIA V000773	MMASC MTG PARKING	101512-6250 Staff Training	AP041218	15.00	032918		00097461	04/12/2018
MW OH	CITY OF PLACENTIA V000773	COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	AP041218	13.99	032918		00097461	04/12/2018
MW OH	CITY OF PLACENTIA V000773	MMASC MTG PARKING	101512-6250 Staff Training	AP041218	15.00	032918		00097461	04/12/2018
Check Total:					69.62				
MW OH	CIVIL SOURCE INC V010462	OCT CONSTRUCTION ADMIN SVS	333552-6185 / 61033-6185 Construction Services	AP041218	6,081.50	77632	P11283	00097462	04/12/2018
MW OH	CIVIL SOURCE INC V010462	NOV CONSTRUCTION ADMIN SVS	333552-6185 / 61033-6185 Construction Services	AP041218	435.00	79537	P11283	00097462	04/12/2018
Check Total:					6,516.50				
MW OH	COMET ELECTRIC INC V010650	JAN TRAFFIC SIGNAL MOD SVS	333552-6185 / 68003-6185 Construction Services	AP041218	48,839.50	7250	P11215	00097464	04/12/2018
Check Total:					48,839.50				
MW OH	COMLOCK V003166	KEYS	103654-6301 Special Department Supplies	AP041218	13.74	807409		00097465	04/12/2018
MW OH	COMLOCK V003166	KEYS	103654-6301 Special Department Supplies	AP041218	58.78	807505		00097465	04/12/2018
Check Total:					72.52				
MW OH	CONROY, BRIAN V008501	SPRING TUITION REIMBURSEMENT	109595-5150 Tuition Reimbursement	AP041218	1,575.45	032818		00097466	04/12/2018
Check Total:					1,575.45				
MW OH	D & D SERVICES INC. V007321	APR-JUNE ANIMAL DISPOSAL SVS	103652-6301 Special Department Supplies	AP041218	735.00	87150		00097467	04/12/2018

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				Check Total:	735.00				
MW OH	DISTINGUISHED PEST V003466	QUARTERLY PEST CONTROL SVS	103654-6301 Special Department Supplies	AP041218	1,235.00	14906		00097468	04/12/2018
				Check Total:	1,235.00				
MW OH	FERGUSON PRAET & V000396	JAN-FEB LEGAL SERVICES	101005-6005 Legal Services	AP041218	15,876.55	21902		00097469	04/12/2018
				Check Total:	15,876.55				
MW OH	FM THOMAS AIR V010634	HVAC SYSTEM MAINTENANCE	103654-6290 Dept. Contract Services	AP041218	720.00	37794R	P11202	00097470	04/12/2018
MW OH	FM THOMAS AIR V010634	HVAC SYSTEM MAINTENANCE	103654-6290 Dept. Contract Services	AP041218	908.62	37800R1	P11202	00097470	04/12/2018
MW OH	FM THOMAS AIR V010634	HVAC SYSTEM MAINTENANCE	103654-6290 Dept. Contract Services	AP041218	862.40	37818R	P11202	00097470	04/12/2018
MW OH	FM THOMAS AIR V010634	HVAC SYSTEM MAINTENANCE	103654-6290 Dept. Contract Services	AP041218	2,640.47	37819R	P11202	00097470	04/12/2018
MW OH	FM THOMAS AIR V010634	HVAC SYSTEM MAINTENANCE	103654-6290 Dept. Contract Services	AP041218	300.00	37822R	P11202	00097470	04/12/2018
MW OH	FM THOMAS AIR V010634	HVAC SYSTEM MAINTENANCE	103654-6290 Dept. Contract Services	AP041218	135.62	37849R	P11202	00097470	04/12/2018
MW OH	FM THOMAS AIR V010634	HVAC SYSTEM MAINTENANCE	103654-6290 Dept. Contract Services	AP041218	132.75	37850R	P11202	00097470	04/12/2018
MW OH	FM THOMAS AIR V010634	HVAC SYSTEM MAINTENANCE	103654-6290 Dept. Contract Services	AP041218	945.06	37927R	P11202	00097470	04/12/2018
				Check Total:	6,644.92				
MW OH	G2 CONSTRUCTION INC V009688	RETENTION PMT - CATCH BASIN	333557-6185 / 61122-6185 Construction Services	AP041218	10,000.00	180301	P11277	00097471	04/12/2018
				Check Total:	10,000.00				
MW OH	GOLDEN STATE WATER V000928	JAN-MARCH WATER CHARGES	296561-6335 Water	AP041218	6,984.43	030918		00097472	04/12/2018

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MW OH	GOLDEN STATE WATER V000928	JAN-MARCH WATER CHARGES	109595-6335 Water	AP041218	13,357.51	030918		00097472	04/12/2018
MW OH	GOLDEN STATE WATER V000928	JAN-MARCH WATER CHARGES	109595-6335 Water	AP041218	3,197.90	040918		00097472	04/12/2018
MW OH	GOLDEN STATE WATER V000928	JAN-MARCH WATER CHARGES	296561-6335 Water	AP041218	9,733.32	040918		00097472	04/12/2018
Check Total:					33,273.16				
MW OH	GST V009410	FEB MDC MAINT	101523-6290 Dept. Contract Services	AP041218	1,100.00	INV16446	P11280	00097473	04/12/2018
MW OH	GST V009410	FEB IT SERVICES	101523-6290 Dept. Contract Services	AP041218	7,178.00	INV16446	P11280	00097473	04/12/2018
Check Total:					8,278.00				
MW OH	HOME DEPOT CREDIT V010624	PAINT, LIGHT BULBS	103654-6130 Repair & Maint/Facilities	AP041218	102.87	13099		00097474	04/12/2018
MW OH	HOME DEPOT CREDIT V010624	IRRIGATION CLAMP	103655-6301 Special Department Supplies	AP041218	28.34	2020887		00097474	04/12/2018
MW OH	HOME DEPOT CREDIT V010624	DOORSTOP KICKDOWNS	103654-6130 Repair & Maint/Facilities	AP041218	83.58	3026615		00097474	04/12/2018
MW OH	HOME DEPOT CREDIT V010624	RESTROOM REPAIR SUPPLIES	103654-6130 Repair & Maint/Facilities	AP041218	55.63	3041379		00097474	04/12/2018
MW OH	HOME DEPOT CREDIT V010624	BATTERIES	103654-6130 Repair & Maint/Facilities	AP041218	75.12	4011604		00097474	04/12/2018
MW OH	HOME DEPOT CREDIT V010624	BLDG MAINT SUPPLIES	103654-6130 Repair & Maint/Facilities	AP041218	23.63	4011605		00097474	04/12/2018
MW OH	HOME DEPOT CREDIT V010624	TEEN CENTER FAUCET	103654-6137 Repair Maint/Equipment	AP041218	62.50	4013681		00097474	04/12/2018
MW OH	HOME DEPOT CREDIT V010624	FACILITY REPAIR SUPPLIES	103654-6130 Repair & Maint/Facilities	AP041218	62.11	4026516		00097474	04/12/2018
MW OH	HOME DEPOT CREDIT V010624	FACILITY REPAIR SUPPLIES	103654-6130 Repair & Maint/Facilities	AP041218	222.27	5027620		00097474	04/12/2018

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MW OH	HOME DEPOT CREDIT V010624	FACILITY REPAIR SUPPLIES	103654-6130 Repair & Maint/Facilities	AP041218	140.98 6012517		00097474	04/12/2018
MW OH	HOME DEPOT CREDIT V010624	CEILING TILES	103654-6130 Repair & Maint/Facilities	AP041218	266.72 8020246		00097474	04/12/2018
MW OH	HOME DEPOT CREDIT V010624	SUPPLIES FOR WORK TRUCK	103654-6130 Repair & Maint/Facilities	AP041218	211.57 9041087		00097474	04/12/2018
MW OH	HOME DEPOT CREDIT V010624	LATE FEE	103654-6301 Special Department Supplies	AP041218	35.00 FCH-006517073		00097474	04/12/2018
Check Total:					1,370.32			
MW OH	HYDRO POINT DATA V010778	WEATHER TRAK SUBSCRIPTION	103655-6301 Special Department Supplies	AP041218	235.00 87077		00097475	04/12/2018
Check Total:					235.00			
MW OH	ICMA RETIREMENT TRUST V010029	P/E 4/7/18 PD 4/13/18	0037-2170 Deferred Comp Payable - ICMA	AP041218	22.50 041318A		00097476	04/12/2018
MW OH	ICMA RETIREMENT TRUST V010029	P/E 4/7/18 PD 4/13/18	0029-2170 Deferred Comp Payable - ICMA	AP041218	55.00 041318A		00097476	04/12/2018
MW OH	ICMA RETIREMENT TRUST V010029	P/E 4/7/18 PD 4/13/18	0010-2170 Deferred Comp Payable - ICMA	AP041218	1,270.64 041318A		00097476	04/12/2018
MW OH	ICMA RETIREMENT TRUST V010029	P/E 4/7/18 PD 4/13/18	0048-2170 Deferred Comp Payable - ICMA	AP041218	85.00 041318A		00097476	04/12/2018
MW OH	ICMA RETIREMENT TRUST V010029	P/E 4/7/18 PD 4/13/18	0054-2170 Deferred Comp Payable - ICMA	AP041218	74.40 041318A		00097476	04/12/2018
Check Total:					1,507.54			
MW OH	IMPERIAL SPRINKLER V006506	VALVE REPAIR KITS	103655-6130 Repair & Maint/Facilities	AP041218	28.12 3268278-00		00097477	04/12/2018
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	296561-6130 Repair & Maint/Facilities	AP041218	17.23 3268304-00		00097477	04/12/2018
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION PUMP	103655-6130 Repair & Maint/Facilities	AP041218	51.71 3274678-00		00097477	04/12/2018
MW OH	IMPERIAL SPRINKLER	PVC PIPES	103655-6130	AP041218	113.22 3275783-00		00097477	04/12/2018

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	V006506		Repair & Maint/Facilities						
MW OH	IMPERIAL SPRINKLER V006506	PVC PIPE	103655-6130 Repair & Maint/Facilities	AP041218	61.14	3279392-00		00097477	04/12/2018
Check Total:					271.42				
MW OH	INTERNAL REVENUE V003686	4TH QTR TAX 941 UNPAID BALANCE	0010-2110 Federal Income Tax W/H	AP041218	19.49	CP161		00097478	04/12/2018
Check Total:					19.49				
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 4/7 PD 4/13	0010-2131 Employer PARS/ARS Payable	AP041218	1,314.07	041318A		00097479	04/12/2018
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 4/7 PD 4/13	0054-2131 Employer PARS/ARS Payable	AP041218	64.28	041318A		00097479	04/12/2018
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 4/7 PD 4/13	0048-2131 Employer PARS/ARS Payable	AP041218	260.21	041318A		00097479	04/12/2018
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 4/7 PD 4/13	0037-2131 Employer PARS/ARS Payable	AP041218	166.15	041318A		00097479	04/12/2018
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 4/7 PD 4/13	0029-2131 Employer PARS/ARS Payable	AP041218	112.17	041318A		00097479	04/12/2018
Check Total:					1,916.88				
MW OH	JONES & MAYER V009822	JAN LEGAL SERVICES	101005-6005 Legal Services	AP041218	441.00	85793	P11163	00097480	04/12/2018
MW OH	JONES & MAYER V009822	JAN LEGAL SERVICES	101005-6005 Legal Services	AP041218	546.00	85794	P11163	00097480	04/12/2018
MW OH	JONES & MAYER V009822	JAN LEGAL SERVICES	101005-6005 Legal Services	AP041218	11,368.50	85796	P11163	00097480	04/12/2018
MW OH	JONES & MAYER V009822	JAN LEGAL SERVICES	101005-6005 Legal Services	AP041218	5,145.00	85797	P11163	00097480	04/12/2018
MW OH	JONES & MAYER V009822	JAN LEGAL SERVICES	101005-6005 Legal Services	AP041218	735.00	85798	P11163	00097480	04/12/2018
MW OH	JONES & MAYER	JAN LEGAL SERVICES	101005-6005	AP041218	231.00	85799	P11163	00097480	04/12/2018

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	V009822		Legal Services						
MW OH	JONES & MAYER V009822	JAN LEGAL SERVICES	101005-6005 Legal Services	AP041218	441.00	85803	P11163	00097480	04/12/2018
MW OH	JONES & MAYER V009822	JAN LEGAL SERVICES	101005-6005 Legal Services	AP041218	4,179.00	85804	P11163	00097480	04/12/2018
MW OH	JONES & MAYER V009822	JAN LEGAL SERVICES	101005-6005 Legal Services	AP041218	16.67	85809	P11163	00097480	04/12/2018
MW OH	JONES & MAYER V009822	JAN LEGAL SERVICES	101005-6005 Legal Services	AP041218	5,691.00	85810	P11163	00097480	04/12/2018
MW OH	JONES & MAYER V009822	JAN LEGAL SERVICES	101005-6005 Legal Services	AP041218	336.00	85811	P11163	00097480	04/12/2018
MW OH	JONES & MAYER V009822	JAN LEGAL SERVICES	101005-6005 Legal Services	AP041218	1,337.94	85812	P11163	00097480	04/12/2018
MW OH	JONES & MAYER V009822	JAN LEGAL SERVICES	101005-6005 Legal Services	AP041218	3,880.50	85813	P11163	00097480	04/12/2018
MW OH	JONES & MAYER V009822	JAN LEGAL SERVICES	101005-6005 Legal Services	AP041218	1,176.00	85814	P11163	00097480	04/12/2018
MW OH	JONES & MAYER V009822	JAN LEGAL SERVICES	101005-6005 Legal Services	AP041218	1,271.00	85818	P11163	00097480	04/12/2018
MW OH	JONES & MAYER V009822	JAN RDA LEGAL SERVICES	547525-6005 Legal Services	AP041218	58.50	85819	P11163	00097480	04/12/2018
MW OH	JONES & MAYER V009822	JAN RDA LEGAL SERVICES	547525-6005 Legal Services	AP041218	2,574.00	85820	P11163	00097480	04/12/2018
MW OH	JONES & MAYER V009822	JAN LEGAL SERVICES	101005-6005 Legal Services	AP041218	651.00	85821	P11163	00097480	04/12/2018
MW OH	JONES & MAYER V009822	JAN LEGAL SERVICES	101005-6005 Legal Services	AP041218	23,355.50	85903	P11163	00097480	04/12/2018
Check Total:					63,434.61				
MW OH	KOA CORPORATION V006654	JAN TRAFFIC IMPACT ANALYSIS	332531-6017 / 61086-6017 Special Studies	AP041218	5,720.00	JB73145-2	P11262	00097481	04/12/2018

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				Check Total:	5,720.00				
MW OH	LANGUAGE NETWORK INC V010775	DOCUMENT TRANSLATION SVS	101002-6001 Management Consulting Services	AP041218	938.00	184470	P11285	00097482	04/12/2018
MW OH	LANGUAGE NETWORK INC V010775	DOCUMENT TRANSLATION SVS	101002-6001 Management Consulting Services	AP041218	675.00	189349	P11285	00097482	04/12/2018
MW OH	LANGUAGE NETWORK INC V010775	DOCUMENT TRANSLATION SVS	101002-6001 Management Consulting Services	AP041218	676.00	193904	P11285	00097482	04/12/2018
MW OH	LANGUAGE NETWORK INC V010775	DOCUMENT TRANSLATION SVS	101002-6001 Management Consulting Services	AP041218	3,320.63	196453	P11285	00097482	04/12/2018
MW OH	LANGUAGE NETWORK INC V010775	DOCUMENT TRANSLATION SVS	101002-6001 Management Consulting Services	AP041218	605.00	196475	P11285	00097482	04/12/2018
MW OH	LANGUAGE NETWORK INC V010775	DOCUMENT TRANSLATION SVS	101002-6001 Management Consulting Services	AP041218	505.00	196476	P11285	00097482	04/12/2018
				Check Total:	6,719.63				
MW OH	LIEBERT CASSIDY V000597	FEB LEGAL SERVICES	101005-6005 Legal Services	AP041218	735.00	1455767		00097483	04/12/2018
MW OH	LIEBERT CASSIDY V000597	FEB LEGAL SERVICES	101005-6005 Legal Services	AP041218	874.50	1455768		00097483	04/12/2018
				Check Total:	1,609.50				
MW OH	MAERTZWEILER, MICHAEL V010784	PEOPERTY DATA CITATION REFUND	100000-4411 Administrative Citations	AP041218	451.50	000492786		00097484	04/12/2018
				Check Total:	451.50				
MW OH	MC FADDEN-DALE V000635	PW SUPPLIES	103652-6301 Special Department Supplies	AP041218	29.40	318220/5		00097485	04/12/2018
MW OH	MC FADDEN-DALE V000635	VINYL SPRAY ADHESIVE	103652-6301 Special Department Supplies	AP041218	80.95	322083/5		00097485	04/12/2018
MW OH	MC FADDEN-DALE V000635	O-RING	103652-6301 Special Department Supplies	AP041218	3.59	322393/5		00097485	04/12/2018
MW OH	MC FADDEN-DALE	BATTERY	103652-6301	AP041218	8.84	322419/5		00097485	04/12/2018

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	V000635		Special Department Supplies						
MW OH	MC FADDEN-DALE V000635	TORCH LIGHTER, BATTERY	103652-6301 Special Department Supplies	AP041218	30.60	322649/5		00097485	04/12/2018
MW OH	MC FADDEN-DALE V000635	COVERALLS, HERBICIDE SPRAY	103652-6301 Special Department Supplies	AP041218	61.85	323137/5		00097485	04/12/2018
MW OH	MC FADDEN-DALE V000635	PW SUPPLIES	103652-6301 Special Department Supplies	AP041218	40.66	323318/5		00097485	04/12/2018
Check Total:					255.89				
MW OH	MCCORMACK ROOFING V010022	80% BLDG PERMIT REFUND	100000-4160 Building Permits	AP041218	630.23	B17-0855		00097486	04/12/2018
MW OH	MCCORMACK ROOFING V010022	80% BLDG PERMIT REFUND	100000-4160 Building Permits	AP041218	530.35	B17-0857		00097486	04/12/2018
MW OH	MCCORMACK ROOFING V010022	80% BLDG PERMIT REFUND	100000-4160 Building Permits	AP041218	530.35	B17-0858		00097486	04/12/2018
MW OH	MCCORMACK ROOFING V010022	80% BLDG PERMIT REFUND	100000-4160 Building Permits	AP041218	530.35	B17-0859		00097486	04/12/2018
MW OH	MCCORMACK ROOFING V010022	80% BLDG PERMIT REFUND	100000-4160 Building Permits	AP041218	530.35	B17-0860		00097486	04/12/2018
MW OH	MCCORMACK ROOFING V010022	80% BLDG PERMIT REFUND	100000-4160 Building Permits	AP041218	530.35	B17-0861		00097486	04/12/2018
MW OH	MCCORMACK ROOFING V010022	80% BLDG PERMIT REFUND	100000-4160 Building Permits	AP041218	630.23	B17-0865		00097486	04/12/2018
MW OH	MCCORMACK ROOFING V010022	80% BLDG PERMIT REFUND	100000-4160 Building Permits	AP041218	630.23	B17-0867		00097486	04/12/2018
MW OH	MCCORMACK ROOFING V010022	80% BLDG PERMIT REFUND	100000-4160 Building Permits	AP041218	530.35	B17-0868		00097486	04/12/2018
Check Total:					5,072.79				
MW OH	MERCHANTS LANDSCAPE V010092	OCT LANDSCAPE SERVICES - LMD	296561-6115 Landscaping	AP041218	100.17	50871	P11144	00097487	04/12/2018
MW OH	MERCHANTS LANDSCAPE	OCT LANDSCAPE SVS - LIBRARY	0010-1220	AP041218	1,258.19	50871	P11144	00097487	04/12/2018

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	V010092		Accts Rec/Plac Library Dist						
MW OH	MERCHANTS LANDSCAPE V010092	OCT LANDSCAPE SERVICES - LMD	296561-6115 Landscaping	AP041218	7,481.57	50871	P11144	00097487	04/12/2018
MW OH	MERCHANTS LANDSCAPE V010092	OCT LANDSCAPE SERVICES	103652-6115 Landscaping	AP041218	37,759.59	50871	P11144	00097487	04/12/2018
MW OH	MERCHANTS LANDSCAPE V010092	NOV LANDSCAPE SVS - LIBRARY	0010-1220 Accts Rec/Plac Library Dist	AP041218	1,258.19	51017	P11144	00097487	04/12/2018
MW OH	MERCHANTS LANDSCAPE V010092	NOV LANDSCAPE SERVICES - LMD	296561-6115 Landscaping	AP041218	7,581.74	51017	P11144	00097487	04/12/2018
MW OH	MERCHANTS LANDSCAPE V010092	NOV LANDSCAPE SERVICES	103652-6115 Landscaping	AP041218	37,759.59	51017	P11144	00097487	04/12/2018
MW OH	MERCHANTS LANDSCAPE V010092	JAN LANDSCAPE SERVICES - LMD	296561-6115 Landscaping	AP041218	7,581.74	51332	P11144	00097487	04/12/2018
MW OH	MERCHANTS LANDSCAPE V010092	JAN LANDSCAPE SVS - LIBRARY	0010-1220 Accts Rec/Plac Library Dist	AP041218	1,258.19	51332	P11144	00097487	04/12/2018
MW OH	MERCHANTS LANDSCAPE V010092	JAN LANDSCAPE SERVICES	103652-6115 Landscaping	AP041218	37,759.59	51332	P11144	00097487	04/12/2018
MW OH	MERCHANTS LANDSCAPE V010092	FEB LANDSCAPE SVS - LIBRARY	0010-1220 Accts Rec/Plac Library Dist	AP041218	1,258.19	51564	P11144	00097487	04/12/2018
MW OH	MERCHANTS LANDSCAPE V010092	FEB LANDSCAPE SERVICES	103652-6115 Landscaping	AP041218	37,759.59	51564	P11144	00097487	04/12/2018
MW OH	MERCHANTS LANDSCAPE V010092	FEB LANDSCAPE SERVICES - LMD	296561-6115 Landscaping	AP041218	7,581.74	51564	P11144	00097487	04/12/2018
				Check Total:	186,398.08				
MW OH	MUNITEMPS V009595	3/20-29 CODE ENFORCEMENT MGMT	103046-6099 Professional Services	AP041218	2,072.00	128188		00097488	04/12/2018
				Check Total:	2,072.00				
MW OH	MUNZO, KATE V010777	DEPOSIT REFUND - BACKS BLDG	100000-4385 Facility Rental	AP041218	150.00	2002064.002		00097489	04/12/2018

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					Check Total:	150.00			
MW OH	OFFICE DEPOT V010447	OFFICE SUPPLIES	101512-6315 Office Supplies	AP041218	113.84	114557720001		00097490	04/12/2018
MW OH	OFFICE DEPOT V010447	OFFICE SUPPLIES	101512-6315 Office Supplies	AP041218	8.98	114558143001		00097490	04/12/2018
MW OH	OFFICE DEPOT V010447	OFFICE SUPPLIES	101512-6315 Office Supplies	AP041218	17.98	114558144001		00097490	04/12/2018
MW OH	OFFICE DEPOT V010447	OFFICE SUPPLIES	101512-6315 Office Supplies	AP041218	24.23	114558145001		00097490	04/12/2018
					Check Total:	165.03			
MW OH	OFFICE SOLUTIONS V008864	OFFICE SUPPLIES	101511-6315 Office Supplies	AP041218	44.02	1-01346001		00097491	04/12/2018
					Check Total:	44.02			
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP041218	34.19	715668		00097492	04/12/2018
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP041218	449.13	715671		00097492	04/12/2018
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP041218	10.41	715680		00097492	04/12/2018
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP041218	45.17	715799		00097492	04/12/2018
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP041218	14.07	717018		00097492	04/12/2018
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP041218	61.73	717272		00097492	04/12/2018
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP041218	90.69	717325		00097492	04/12/2018
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP041218	152.69	717379		00097492	04/12/2018
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP041218	42.17	717566		00097492	04/12/2018

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	V007231		Vehicle Repair & Maintenance						
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP041218	94.39	717758		00097492	04/12/2018
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP041218	419.71	718350		00097492	04/12/2018
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP041218	287.81	718484		00097492	04/12/2018
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP041218	30.76	718485		00097492	04/12/2018
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP041218	30.34	718489		00097492	04/12/2018
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP041218	79.81	718711		00097492	04/12/2018
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP041218	13.05	718955		00097492	04/12/2018
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP041218	73.80	718970		00097492	04/12/2018
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP041218	175.49	719002		00097492	04/12/2018
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP041218	98.12	720024		00097492	04/12/2018
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP041218	276.61	720062		00097492	04/12/2018
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP041218	220.74	720152		00097492	04/12/2018
				Check Total:	2,700.88				
MW OH	ORANGE COUNTY V007306	3RD QTR ANIMAL SHELTER CONST	103045-6280 Animal Control Services	AP041218	16,071.13	AC1890060	P11123	00097493	04/12/2018
				Check Total:	16,071.13				
MW OH	PAK WEST PAPER &	JANITORIAL SUPPLIES	103654-6301	AP041218	2,042.09	P1NV258321		00097494	04/12/2018

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	V000815		Special Department Supplies						
				Check Total:	2,042.09				
MW OH	PARS V006999	JAN ARS FEES	109595-6295 City Admin Services	AP041218	582.90	39730		00097495	04/12/2018
MW OH	PARS V006999	JAN REP FEES	109595-6295 City Admin Services	AP041218	400.00	39783		00097495	04/12/2018
				Check Total:	982.90				
MW OH	RWG LAW V010776	JAN LEGAL SVS DISTRICT ELECT	101005-6005 Legal Services	AP041218	6,254.00	215673	P11289	00097496	04/12/2018
MW OH	RWG LAW V010776	FEB LEGAL SVS DISTRICT ELECT	101005-6005 Legal Services	AP041218	6,268.93	216161	P11289	00097496	04/12/2018
				Check Total:	12,522.93				
MW OH	SA AQUATICS V002842	FEB FOUNTAIN MAINT	0010-1220 Accts Rec/Plac Library Dist	AP041218	142.50	204782		00097497	04/12/2018
MW OH	SA AQUATICS V002842	FEB FOUNTAIN MAJNT	103654-6290 Dept. Contract Services	AP041218	142.50	204782		00097497	04/12/2018
				Check Total:	285.00				
MW OH	SAGECREST PLANNING AND V010576	MARCH PW INSPECTOR SVS	103550-6290 Dept. Contract Services	AP041218	3,910.00	1095	P11220	00097498	04/12/2018
MW OH	SAGECREST PLANNING AND V010576	MARCH BLDG OFFICIAL SVS	102532-6290 Dept. Contract Services	AP041218	6,480.00	1095	P11220	00097498	04/12/2018
				Check Total:	10,390.00				
MW OH	SELMAN CHEVROLET V009997	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP041218	194.13	CVR453090		00097499	04/12/2018
MW OH	SELMAN CHEVROLET V009997	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP041218	5.32	CVR453090-1		00097499	04/12/2018
MW OH	SELMAN CHEVROLET V009997	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP041218	54.31	CVR453575		00097499	04/12/2018
MW OH	SELMAN CHEVROLET	VEHICLE PARTS	103658-6134	AP041218	180.19	CVR455773		00097499	04/12/2018

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	V009997		Vehicle Repair & Maintenance						
MW OH	SELMAN CHEVROLET V009997	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP041218	49.42	CVR456222		00097499	04/12/2018
				Check Total:	483.37				
MW OH	SHRED-IT USA V000905	2/13,27 DOC SHRED SVS	374386-6299 Other Purchased Services	AP041218	233.58	8124306868		00097500	04/12/2018
				Check Total:	233.58				
MW OH	SOCAL AT YOUR DOOR V010783	DEC USED OIL PICK-UP	374386-6285 Hazardous Materials Disposal	AP041218	100.00	0000080-4793-8		00097501	04/12/2018
MW OH	SOCAL AT YOUR DOOR V010783	JAN USED OIL PICK-UP	374386-6285 Hazardous Materials Disposal	AP041218	200.00	0000125-4793-1		00097501	04/12/2018
MW OH	SOCAL AT YOUR DOOR V010783	FEB USED OIL PICK-UP	374386-6285 Hazardous Materials Disposal	AP041218	400.00	0000155-4793-8		00097501	04/12/2018
				Check Total:	700.00				
MW OH	SOUTHERN CALIFORNIA V000910	FEB-MARCH ELECTRICITY CHARGES	0010-1224 AR/City of Fullerton	AP041218	124.57	031618		00097502	04/12/2018
MW OH	SOUTHERN CALIFORNIA V000910	FEB-MARCH ELECTRICITY CHARGES	96561-6330 Electricity	AP041218	1,907.73	031618		00097502	04/12/2018
MW OH	SOUTHERN CALIFORNIA V000910	FEB-MARCH ELECTRICITY CHARGES	09595-6330 Electricity	AP041218	23,911.97	031618		00097502	04/12/2018
MW OH	SOUTHERN CALIFORNIA V000910	FEB-MARCH ELECTRICITY CHARGES	0010-1220 Accts Rec/Plac Library Dist	AP041218	4,556.81	031618		00097502	04/12/2018
MW OH	SOUTHERN CALIFORNIA V000910	FEB-MARCH ELECTRICITY CHARGES	0010-1232 Accts Rec/City of Anaheim	AP041218	52.23	031618		00097502	04/12/2018
MW OH	SOUTHERN CALIFORNIA V000910	FEB-MARCH ELECTRICITY CHARGES	0010-1226 AR/City of Yorba Linda	AP041218	107.36	031618		00097502	04/12/2018
				Check Total:	30,660.67				
MW OH	SPARKLETTS V000967	FEB-MARCH WATER, COFFEE SVS	109595-6301 Special Department Supplies	AP041218	2,330.31	4106122 031718		00097503	04/12/2018

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					Check Total:	2,330.31			
MW OH	SPRINT V006533	2/26-3/25 PD FRAME RELAY SVS	109595-6215 Telephone	AP041218	37.99	313574471-077		00097504	04/12/2018
					Check Total:	37.99			
MW OH	SPRINT V006126	MARCH PD FRAME RELAY SVS	109595-6215 Telephone	AP041218	672.41	3203180000377		00097505	04/12/2018
					Check Total:	672.41			
MW OH	SUPERION LLC V005987	APRIL ASP/RSP SERVICES	101523-6136 Software Maintenance	AP041218	6,533.96	204585	P11082	00097506	04/12/2018
					Check Total:	6,533.96			
MW OH	SUZY'S FREEZE V010780	BUSINESS LICENSE REFUND	100000-4101 Gross Receipts	AP041218	358.02	012418		00097507	04/12/2018
MW OH	SUZY'S FREEZE V010780	BUSINESS LICENSE REFUND	0044-2032 SB 1186 BL State Fee	AP041218	4.00	012418		00097507	04/12/2018
					Check Total:	362.02			
MW OH	TIME WARNER CABLE V004450	APRIL 10MB FIBER CHARGES	109595-6215 Telephone	AP041218	1,327.64	0335200032118		00097508	04/12/2018
					Check Total:	1,327.64			
MW OH	TOM DODSON & ASSOCIATE V009472	CEQA SUPPORT SERVICES	332531-6017 / 61086-6017 Special Studies	AP041218	2,625.00	PLA88 17-4	P11198	00097509	04/12/2018
					Check Total:	2,625.00			
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 4/11 PD 4/11	0010-2131 Employer PARS/ARS Payable	AP041218	4.50	041118A		00097510	04/12/2018
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 4/11 PD 4/11	0010-2126 Employee PARS/ARS W/H	AP041218	4.50	041118A		00097510	04/12/2018
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 4/7 PD 4/13	0010-2131 Employer PARS/ARS Payable	AP041218	1,064.31	041318A		00097510	04/12/2018
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 4/7 PD 4/13	0010-2126 Employee PARS/ARS W/H	AP041218	1,064.31	041318A		00097510	04/12/2018

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				Check Total:	2,137.62				
MW OH	VERIZON WIRELESS V008735	2/21-3/20 PD AIRCARDS	109595-6215 Telephone	AP041218	1,572.93	9803884380		00097511	04/12/2018
				Check Total:	1,572.93				
MW OH	WADE, JANNA V010125	PRINTING REIMBURSEMENT	0044-2065 Historical Committee	AP041218	30.00	022718		00097512	04/12/2018
				Check Total:	30.00				
MW OH	WHITTAKER, LESLEY V010779	COMMUNITY MT'G SUPPLIES	102531-6245 Meetings & Conferences	AP041218	107.21	04042018		00097513	04/12/2018
				Check Total:	107.21				
MW OH	YORBA LINDA WATER V006633	MARCH SEWER CHARGES	484356-6297 Billing Services	AP041218	346.81	210078		00097514	04/12/2018
				Check Total:	346.81				
MW OH	ALL CITY MANAGEMENT V000005	2/25-3/10 CROSSING GUARD SVS	103047-6290 Dept. Contract Services	AP041918	3,157.00	53752	P11103	00097515	04/19/2018
MW OH	ALL CITY MANAGEMENT V000005	3/11-24 CROSSING GUARD SVS	103047-6290 Dept. Contract Services	AP041918	3,157.00	53996	P11103	00097515	04/19/2018
MW OH	ALL CITY MANAGEMENT V000005	3/25-4/7 CROSSING GUARD SVS	103047-6290 Dept. Contract Services	AP041918	1,578.50	54255	P11103	00097515	04/19/2018
				Check Total:	7,892.50				
MW OH	AT & T V008736	APR TEEN CENTER INTERNET	109595-6215 Telephone	AP041918	60.13	APRIL T/C 18		00097516	04/19/2018
				Check Total:	60.13				
MW OH	AT & T MOBILITY V008709	3/8-4/7 IPAD CHARGES	109595-6215 Telephone	AP041918	653.42	X04152018		00097517	04/19/2018
				Check Total:	653.42				
MW OH	AT&T V004144	FEB-APRIL PHONE CHARGES	0010-1232 Accts Rec/City of Anaheim	AP041918	1,018.00	032518		00097518	04/19/2018
MW OH	AT&T	FEB-APRIL PHONE CHARGES	0010-1220	AP041918	10.19	032518		00097518	04/19/2018

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	V004144		Accts Rec/Plac Library Dist						
MW OH	AT&T V004144	FEB-APRIL PHONE CHARGES	296561-6215 Telephone	AP041918	181.67	032518		00097518	04/19/2018
MW OH	AT&T V004144	FEB-APRIL PHONE CHARGES	109595-6215 Telephone	AP041918	10,303.89	032518		00097518	04/19/2018
Check Total:					11,513.75				
MW OH	BEE MAN, THE V000117	BEE REMOVAL SERVICES	103655-6290 Dept. Contract Services	AP041918	195.00	97695		00097519	04/19/2018
MW OH	BEE MAN, THE V000117	BEE REMOVAL SERVICES	103655-6290 Dept. Contract Services	AP041918	195.00	97816		00097519	04/19/2018
Check Total:					390.00				
MW OH	BORNSTEIN, IRWIN V010388	MARCH FINANCIAL CONSULTANT	102020-6099 Professional Services	AP041918	18,781.25	273	P11111	00097520	04/19/2018
Check Total:					18,781.25				
MW OH	CALIFORNIA FORENSIC V000232	MARCH BLOOD DRAWS	103040-6055 Medical Services	AP041918	642.00	03.31.18	P11117	00097521	04/19/2018
Check Total:					642.00				
MW OH	CALIFORNIA GATE & ENTRY V010729	VIDEO MONITORING SYSTEM FOR	333554-6185 / 62013-6185 Construction Services	AP041918	7,829.27	107331	P11256	00097522	04/19/2018
Check Total:					7,829.27				
MW OH	CALIFORNIA NEWSPAPER V009955	MARCH INTERACTIVE ADVERTISING	02534-6225 Advertising/Promotional	AP041918	998.71	0000373224		00097523	04/19/2018
Check Total:					998.71				
MW OH	CANON SOLUTIONS AMERJON V008809	MARCH COPIER USAGE	109595-6175 Office Equipment Rental	AP041918	233.97	4025544354		00097524	04/19/2018
MW OH	CANON SOLUTIONS AMERIC V008809	APRIL COPIER BASE CHARGES	109595-6175 Office Equipment Rental	AP041918	11.00	4025546661		00097524	04/19/2018
MW OH	CANON SOLUTIONS AMERJON V008809	MARCH COPIER USAGE	109595-6175 Office Equipment Rental	AP041918	25.84	4025558620		00097524	04/19/2018

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				Check Total:	270.81				
MW OH	CASPERSEN, DYLAN V010788	SWIMMING POOL BOND REFUND	0044-2033 Construction & Demo Deposit	AP041918	500.00	40-17-049		00097525	04/19/2018
				Check Total:	500.00				
MW OH	CITY OF BREA V000125	BUSINESS CARDS - SHADER	101511-6315 Office Supplies	AP041918	17.19	ASCS000666		00097526	04/19/2018
				Check Total:	17.19				
MW OH	CIVIC PLUS V006674	WEBSITE HOSTING & SUPPORT	581573-6136 Software Maintenance	AP041918	5,371.87	170172	P11275	00097527	04/19/2018
MW OH	CIVIC PLUS V006674	SSL CERTIFICATE FEE	581573-6136 Software Maintenance	AP041918	150.00	170172	P11275	00097527	04/19/2018
MW OH	CIVIC PLUS V006674	WEBSITE MEDIA CENTER STORAGE	581573-6136 Software Maintenance	AP041918	1,215.51	170172	P11275	00097527	04/19/2018
				Check Total:	6,737.38				
MW OH	CMRTA V007473	MEMBERSHIP - WONG, REYNOLDS	102020-6255 Dues & Memberships	AP041918	100.00	624A		00097528	04/19/2018
				Check Total:	100.00				
MW OH	COMET ELECTRIC INC V010650	TRAFFIC SIGNAL MODIFICATIONS	333552-6185 / 68003-6185 Construction Services	AP041918	75,730.20	7305	P11215	00097529	04/19/2018
				Check Total:	75,730.20				
MW OH	COOVERT, LAURA V010794	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP041918	20.00	PK466760		00097530	04/19/2018
				Check Total:	20.00				
MW OH	COUNTY OF ORANGE V008881	MARCH OCATS TELEPHONE SVS	103043-6137 Repair Maint/Equipment	AP041918	784.00	SH 49481	P11124	00097531	04/19/2018
MW OH	COUNTY OF ORANGE V008881	APRIL RAN-AFIS SERVICES	103040-6290 Dept. Contract Services	AP041918	1,923.00	SH 49528	P11125	00097531	04/19/2018
MW OH	COUNTY OF ORANGE V008881	SHARED NPDES COSTS	104315-6257 Licenses & Permits	AP041918	58,964.82	PW180412	P11290	00097531	04/19/2018

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				Check Total:	61,671.82				
MW OH	DELGADO, CESAR V010795	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP041918	43.00	PK469958		00097532	04/19/2018
				Check Total:	43.00				
MW OH	DELOZIER, JEFFREY V010787	SWIMMING POOL BOND REFUND	0044-2033 Construction & Demo Deposit	AP041918	500.00	40-18-02		00097533	04/19/2018
				Check Total:	500.00				
MW OH	DEPARTMENT OF V000184	OCT-DEC 17 STRONG MOTION FEES	0044-2030 Strong Motion Fees/Res.	AP041918	348.48	100117-123117		00097534	04/19/2018
MW OH	DEPARTMENT OF V000184	OCT-DEC 17 STRONG MOTION FEES	0044-2035 Strong Motion Fees/Non-Res	AP041918	165.61	100117-123117		00097534	04/19/2018
MW OH	DEPARTMENT OF V000184	OCT-DEC 17 STRONG MOTION FEES	100000-4364 Sanitation Collect Fees	AP041918	-25.70	100117-123117		00097534	04/19/2018
				Check Total:	488.39				
MW OH	DFS FLOORING INC V000099	MARCH CARPET CLEANING SVS	103654-6130 Repair & Maint/Facilities	AP041918	665.00	305857-28		00097535	04/19/2018
				Check Total:	665.00				
MW OH	DIVISION OF THE STATE V008904	SB1186 SB1379 2018 1ST QTR TAX	0044-2032 SB 1186 BL State Fee	AP041918	5,816.10	0331118		00097536	04/19/2018
MW OH	DIVISION OF THE STATE V008904	SB1186 SB1379 2018 1ST QTR TAX	100000-4101 Gross Receipts	AP041918	-5,232.89	0331118		00097536	04/19/2018
MW OH	DIVISION OF THE STATE V008904	SB1186,SB1379 2017 2nd-4th QTR	100000-4101 Gross Receipts	AP041918	-1,254.20	123017		00097536	04/19/2018
MW OH	DIVISION OF THE STATE V008904	SB1186,SB1379 2017 2nd-4th QTR	0044-2032 SB 1186 BL State Fee	AP041918	1,720.00	123017		00097536	04/19/2018
				Check Total:	1,049.01				
MW OH	DRABEK, GARY V004197	MARCH RESERVE OFFICER STIPEND	103041-5005 / 50065-5005 Salaries/Part-Time	AP041918	200.00	040918		00097537	04/19/2018
				Check Total:	200.00				

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MW OH	ENTERPRISE FLEET V003312	APRIL PD LEASE VEHICLE FEES	103042-6165 / 50070-6165 Vehicle Rental	AP041918	3,919.00	PBN3454674	P11095	00097538	04/19/2018
					Check Total:	3,919.00			
MW OH	EVANS GUN WORLD V003336	3/26 RANGE FEES	103043-6162 Range Training	AP041918	330.00	1347		00097539	04/19/2018
					Check Total:	330.00			
MW OH	FAIRWAY FORD V000376	SWITCH ASSEMBLY	103658-6134 Vehicle Repair & Maintenance	AP041918	136.49	238149		00097540	04/19/2018
					Check Total:	136.49			
MW OH	FEDEX V000394	SHIPPING CHARGES	101512-6325 Postage	AP041918	34.05	6-113-67841		00097541	04/19/2018
MW OH	FEDEX V000394	SHIPPING CHARGES	101512-6325 Postage	AP041918	16.26	6-142-97628		00097541	04/19/2018
MW OH	FEDEX V000394	SHIPPING CHARGES	101513-6325 Postage	AP041918	24.11	6-149-64218		00097541	04/19/2018
					Check Total:	74.42			
MW OH	FIFTH AVENUE CLEANERS V010431	MARCH PD DRY CLEANING	103041-6301 Special Department Supplies	AP041918	321.98	MARCH 18		00097542	04/19/2018
					Check Total:	321.98			
MW OH	FIREMASTER V000409	FIRE EXTINGUISHER TESTING	103654-6137 Repair Maint/Equipment	AP041918	1,629.38	0000518779		00097543	04/19/2018
MW OH	FIREMASTER V000409	FIRE EXTINGUISHER TESTING	103654-6137 Repair Maint/Equipment	AP041918	1,100.94	0000518780		00097543	04/19/2018
					Check Total:	2,730.32			
MW OH	FM THOMAS AIR V010634	QUARTERLY HVAC MAINTENANCE	103654-6290 Dept. Contract Services	AP041918	3,336.00	38234	P11202	00097544	04/19/2018
MW OH	FM THOMAS AIR V010634	HVAC REPAIRS	103654-6290 Dept. Contract Services	AP041918	120.00	38237	P11202	00097544	04/19/2018
					Check Total:	3,456.00			

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MW OH	GASTELUM, ART M V009741	18/19 INSURANCE REIMBURSEMENT	404582-6201 Liability Insurance Premiums	AP041918	1,345.00	00037		00097545	04/19/2018
					Check Total:	1,345.00			
MW OH	GOLDEN STATE WATER V000928	JAN-APRIL WATER CHARGES	109595-6335 Water	AP041918	8,028.31	040318		00097546	04/19/2018
					Check Total:	8,028.31			
MW OH	GST V009410	MARCH IT SERVICES	101523-6290 Dept. Contract Services	AP041918	7,178.00	INV17635	P11280	00097547	04/19/2018
MW OH	GST V009410	MARCH MDC MAINT SVS	101523-6290 Dept. Contract Services	AP041918	1,100.00	INV17635	P11280	00097547	04/19/2018
					Check Total:	8,278.00			
MW OH	HALO CONFIDENTIAL V008544	FEB PD TRAINING MGMT	103040-6290 Dept. Contract Services	AP041918	2,203.50	0101T	P11127	00097548	04/19/2018
MW OH	HALO CONFIDENTIAL V008544	MARCH PD TRAINING MGMT	103040-6290 Dept. Contract Services	AP041918	1,225.00	0102T	P11127	00097548	04/19/2018
MW OH	HALO CONFIDENTIAL V008544	MAR PD BACKGROUND SCREENINGS	03040-6290 Dept. Contract Services	AP041918	1,215.00	0103	P11127	00097548	04/19/2018
					Check Total:	4,643.50			
MW OH	HARRELL & COMPANY V006626	DISCLOSURE CERTS REVENUE	105525-6030 Trustee Fees	AP041918	750.00	032318	P11291	00097549	04/19/2018
MW OH	HARRELL & COMPANY V006626	PLACENTIA REDEVELOPMENT	547525-6030 Trustee Fees	AP041918	1,500.00	032318	P11291	00097549	04/19/2018
MW OH	HARRELL & COMPANY V006626	CERT OF PARTICIPATION	105525-6030 Trustee Fees	AP041918	750.00	032318	P11291	00097549	04/19/2018
MW OH	HARRELL & COMPANY V006626	GAS TAX REVENUE CERTIFICATES	525525-6030 Trustee Fees	AP041918	750.00	032318	P11291	00097549	04/19/2018
MW OH	HARRELL & COMPANY V006626	SURPLUS FUNDS PREP/FILING	105525-6030 Trustee Fees	AP041918	750.00	032318	P11291	00097549	04/19/2018
					Check Total:	4,500.00			

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MW OH	HERC RENTALS INC V010786	STUMP GRINDER RENTAL	103655-6301 Special Department Supplies	AP041918	175.37	29910765-001		00097550	04/19/2018
				Check Total:	175.37				
MW OH	HF&H CONSULTANTS LLC V010575	FEB CONSULTING SVS	103550-6290 Dept. Contract Services	AP041918	7,539.62	9715360	P11172	00097551	04/19/2018
				Check Total:	7,539.62				
MW OH	HIGH PEAKS PLANNING LLC V010423	MARCH GENERAL PLAN UPDATE SVS	32531-6017 / 61086-6017 Special Studies	AP041918	5,020.00	GPU 2017-03	P11234	00097552	04/19/2018
				Check Total:	5,020.00				
MW OH	HIRSCH PIPE AND SUPPLY V004494	SEAT COVER DISPENSOR	103654-6130 Repair & Maint/Facilities	AP041918	42.76	5868797		00097553	04/19/2018
				Check Total:	42.76				
MW OH	I A P E V010226	PROPERTY/EVIDENCE TRAINING REG	13041-6250 Staff Training	AP041918	375.00	L1607854		00097554	04/19/2018
				Check Total:	375.00				
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	AP041918	156.20	3280669-00		00097555	04/19/2018
MW OH	IMPERIAL SPRINKLER V006506	LATCHING SOLENOID	296561-6130 Repair & Maint/Facilities	AP041918	41.55	3288688-00		00097555	04/19/2018
				Check Total:	197.75				
MW OH	J H DOUGLAS & ASSOCIATES V007589	MELROSE EASEMENT PROJECT SVS	102531-6099 / 45057-6099 Professional Services	AP041918	750.00	03312018		00097556	04/19/2018
				Check Total:	750.00				
MW OH	JONES & MAYER V009822	FEBRUARY LEGAL SERVICES	101005-6005 Legal Services	AP041918	168.00	86169	P11163	00097557	04/19/2018
MW OH	JONES & MAYER V009822	FEBRUARY LEGAL SERVICES	101005-6005 Legal Services	AP041918	721.50	86170	P11163	00097557	04/19/2018
MW OH	JONES & MAYER V009822	FEBRUARY LEGAL SERVICES	101005-6005 Legal Services	AP041918	331.50	86171	P11163	00097557	04/19/2018

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MW OH	JONES & MAYER V009822	FEBRUARY LEGAL SERVICES	101005-6005 Legal Services	AP041918	7,135.31	86173	P11163	00097557	04/19/2018
MW OH	JONES & MAYER V009822	FEBRUARY LEGAL SERVICES	101005-6005 Legal Services	AP041918	37,971.00	86174	P11163	00097557	04/19/2018
MW OH	JONES & MAYER V009822	FEBRUARY LEGAL SERVICES	101005-6005 Legal Services	AP041918	4,830.00	86176	P11163	00097557	04/19/2018
MW OH	JONES & MAYER V009822	FEBRUARY LEGAL SERVICES	101005-6005 Legal Services	AP041918	210.00	86181	P11163	00097557	04/19/2018
MW OH	JONES & MAYER V009822	FEBRUARY LEGAL SERVICES	101005-6005 Legal Services	AP041918	1,764.00	86182	P11163	00097557	04/19/2018
MW OH	JONES & MAYER V009822	FEBRUARY LEGAL SERVICES	101005-6005 Legal Services	AP041918	25.00	86187	P11163	00097557	04/19/2018
MW OH	JONES & MAYER V009822	FEBRUARY LEGAL SERVICES	101005-6005 Legal Services	AP041918	2,415.00	86188	P11163	00097557	04/19/2018
MW OH	JONES & MAYER V009822	FEBRUARY LEGAL SERVICES	101005-6005 Legal Services	AP041918	820.44	86189	P11163	00097557	04/19/2018
MW OH	JONES & MAYER V009822	FEBRUARY LEGAL SERVICES	101005-6005 Legal Services	AP041918	126.00	86190	P11163	00097557	04/19/2018
MW OH	JONES & MAYER V009822	FEBRUARY LEGAL SERVICES	101005-6005 Legal Services	AP041918	39.00	86191	P11163	00097557	04/19/2018
MW OH	JONES & MAYER V009822	FEBRUARY LEGAL SERVICES	101005-6005 Legal Services	AP041918	6,065.00	86193	P11163	00097557	04/19/2018
MW OH	JONES & MAYER V009822	FEBRUARY LEGAL SERVICES	101005-6005 Legal Services	AP041918	168.00	86197	P11163	00097557	04/19/2018
MW OH	JONES & MAYER V009822	FEBRUARY RDA LEGAL SERVICES	547525-6005 Legal Services	AP041918	370.50	86198	P11163	00097557	04/19/2018
MW OH	JONES & MAYER V009822	FEBRUARY LEGAL SERVICES	101005-6005 Legal Services	AP041918	462.00	86199	P11163	00097557	04/19/2018
MW OH	JONES & MAYER V009822	FEBRUARY LEGAL SERVICES	101005-6005 Legal Services	AP041918	4,347.65	86292	P11163	00097557	04/19/2018

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MW OH	JONES & MAYER V009822	FEBRUARY LEGAL SERVICES	101005-6005 Legal Services	AP041918	3,549.85	86292	P11163	00097557	04/19/2018
MW OH	JONES & MAYER V009822	FEBRUARY LEGAL SERVICES	101005-6005 Legal Services	AP041918	24,519.00	86309	P11163	00097557	04/19/2018
					Check Total:	96,038.75			
MW OH	KADERA, ANDREW V010793	ADMIN CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP041918	65.00	PK470695		00097558	04/19/2018
					Check Total:	65.00			
MW OH	KEYSER MARSTON V010468	MARCH REAL ESTATE ADVISORY	102534-6099 Professional Services	AP041918	202.50	0032047	P11156	00097559	04/19/2018
					Check Total:	202.50			
MW OH	LANGUAGE NETWORK INC V010775	HEARING NOTICE TRANSLATION SV	801002-6225 Advertising/Promotional	AP041918	505.00	197078		00097560	04/19/2018
					Check Total:	505.00			
MW OH	LEGAL SHIELD V008104	MARCH LEGAL FEES	0010-2192 Police Legal Services	AP041918	186.41	040518A		00097561	04/19/2018
MW OH	LEGAL SHIELD V008104	MARCH LEGAL FEES	0021-2192 Police Legal Services	AP041918	2.14	040518A		00097561	04/19/2018
MW OH	LEGAL SHIELD V008104	MARCH LEGAL FEES	0037-2192 Police Legal Services	AP041918	2.48	040518A		00097561	04/19/2018
MW OH	LEGAL SHIELD V008104	MARCH LEGAL FEES	0029-2192 Police Legal Services	AP041918	6.48	040518A		00097561	04/19/2018
MW OH	LEGAL SHIELD V008104	MARCH LEGAL FEES	0048-2192 Police Legal Services	AP041918	28.64	040518A		00097561	04/19/2018
					Check Total:	226.15			
MW OH	MANAGED HEALTH V008122	DE EAP SERVICES	395083-5161 Health Insurance Premiums	AP041918	313.95	PRM-016352		00097562	04/19/2018
					Check Total:	313.95			
MW OH	MANOMAT, RANAE	SOCCER CLASS REFUND	100000-4340 / 79348-4340	AP041918	107.00	2002085.002		00097563	04/19/2018

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	V010797		Recreation Programs						
				Check Total:	107.00				
MW OH	MC FADDEN-DALE V000635	DRAIN PLUG	103658-6134 Vehicle Repair & Maintenance	AP041918	10.78	324511/5		00097564	04/19/2018
				Check Total:	10.78				
MW OH	MCDERMOTT, DANIEL V008995	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP041918	43.00	PK467457		00097565	04/19/2018
				Check Total:	43.00				
MW OH	MICHAEL BAKER V010699	APRIL GENERAL PLAN UPDATE SVS	332531-6017 / 61086-6017 Special Studies	AP041918	1,281.00	1009806	P11233	00097566	04/19/2018
				Check Total:	1,281.00				
MW OH	MSW CONSULTANTS INC V010789	OCT AUDITING SERVICES	374386-6099 Professional Services	AP041918	3,570.00	125	P11293	00097567	04/19/2018
MW OH	MSW CONSULTANTS INC V010789	NOV AUDITING SERVICES	374386-6099 Professional Services	AP041918	685.00	135	P11293	00097567	04/19/2018
MW OH	MSW CONSULTANTS INC V010789	DEC-FEB AUDITING SERVICES	374386-6099 Professional Services	AP041918	4,415.00	153	P11293	00097567	04/19/2018
				Check Total:	8,670.00				
MW OH	ODYSSEY POWER COPR V010391	GENERATOR MAINT	103654-6130 Repair & Maint/Facilities	AP041918	809.10	82909		00097568	04/19/2018
				Check Total:	809.10				
MW OH	OFFICE INDUSTRIES V007477	PAPER	101513-6315 Office Supplies	AP041918	93.01	61338		00097569	04/19/2018
MW OH	OFFICE INDUSTRIES V007477	RECYCLED PAPER	109595-6315 Office Supplies	AP041918	191.80	61487		00097569	04/19/2018
				Check Total:	284.81				
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP041918	76.03	463575		00097570	04/19/2018
MW OH	ONE STOP PARTS SOURCE	VEHICLE PARTS	103658-6134	AP041918	79.42	464954		00097570	04/19/2018

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	V007231		Vehicle Repair & Maintenance						
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP041918	349.11	466095		00097570	04/19/2018
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP041918	30.42	466171		00097570	04/19/2018
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP041918	123.37	466203		00097570	04/19/2018
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP041918	58.06	466343		00097570	04/19/2018
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP041918	79.66	466563		00097570	04/19/2018
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP041918	208.78	466660.2		00097570	04/19/2018
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP041918	64.59	467474		00097570	04/19/2018
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP041918	198.22	468001		00097570	04/19/2018
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP041918	194.24	468181		00097570	04/19/2018
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP041918	64.59	468244		00097570	04/19/2018
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP041918	12.54	468324		00097570	04/19/2018
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP041918	48.01	468798		00097570	04/19/2018
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP041918	12.02	468988		00097570	04/19/2018
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP041918	21.93	469130		00097570	04/19/2018
MW OH	ONE STOP PARTS SOURCE	VEHICLE PARTS	103658-6134	AP041918	9.67	469169.2		00097570	04/19/2018

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	V007231		Vehicle Repair & Maintenance						
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP041918	84.71	469331		00097570	04/19/2018
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP041918	104.22	469419		00097570	04/19/2018
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP041918	47.78	469537		00097570	04/19/2018
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP041918	1.64	470470		00097570	04/19/2018
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP041918	189.39	471691		00097570	04/19/2018
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP041918	35.45	471810		00097570	04/19/2018
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP041918	161.92	472004		00097570	04/19/2018
				Check Total:	2,255.77				
MW OH	ORANGE COUNTY FIRE V000704	MARCH PLAN CHECK CHARGES	0044-2055 Or Co Fire Auth/Pln Rev Depos	AP041918	387.00	PC207134		00097571	04/19/2018
MW OH	ORANGE COUNTY FIRE V000704	MARCH PLAN CHECK CHARGES	0044-2055 Or Co Fire Auth/Pln Rev Depos	AP041918	387.00	PC207138		00097571	04/19/2018
MW OH	ORANGE COUNTY FIRE V000704	MARCH PLAN CHECK CHARGES	0044-2055 Or Co Fire Auth/Pln Rev Depos	AP041918	387.00	PC207144		00097571	04/19/2018
				Check Total:	1,161.00				
MW OH	ORTEGA, JEANETTE V007724	MTG SUPPLIES REIMBURSEMENT	101511-6301 Special Department Supplies	AP041918	33.90	710324		00097572	04/19/2018
				Check Total:	33.90				
MW OH	PACIFIC COMPLIANCE V009292	VAPOR RECOVERY TESTING	103658-6134 Vehicle Repair & Maintenance	AP041918	860.00	3600		00097573	04/19/2018
				Check Total:	860.00				

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MW OH	PARTS SOURCE V000817	WHEEL NUT	103658-6137 Repair Maint/Equipment	AP041918	2.55	45729		00097574	04/19/2018
				Check Total:	2.55				
MW OH	POWERSTRIDE BATTERY COBATTERY V000785		103658-6134 Vehicle Repair & Maintenance	AP041918	268.67	C 65427		00097575	04/19/2018
				Check Total:	268.67				
MW OH	REPUBLIC WASTE SERVICES V007205	MARCH REFUSE COLLECTION SVS	374386-6101 Disposal	AP041918	221,087.99	676-003270640	P11114	00097576	04/19/2018
				Check Total:	221,087.99				
MW OH	ROBINSON, DON V010798	TREE REMOVAL REFUND	0044-2039 Tree Trimming Deposits	AP041918	1,072.80	041118		00097577	04/19/2018
				Check Total:	1,072.80				
MW OH	SECURITY DESIGN CONCEPTS V008347	NOV-MARCH PD PLAN REVIEW SVS	0044-2048 Engineering Plan Check Deposit	AP041918	297.00	18019		00097578	04/19/2018
				Check Total:	297.00				
MW OH	SELMAN CHEVROLET V009997	VEHICLE HOSE	103658-6134 Vehicle Repair & Maintenance	AP041918	119.40	CVR45731		00097579	04/19/2018
				Check Total:	119.40				
MW OH	SHRED-IT USA V000905	3/13, 27 DOC SHRED SVS	374386-6299 Other Purchased Services	AP041918	233.58	8124510500		00097580	04/19/2018
				Check Total:	233.58				
MW OH	SIMPLEX GRINNELL V008625	APR-JUNE ALARM MONITORING	103654-6127 Alarm Monitoring	AP041918	3,587.33	20060538	P11294	00097581	04/19/2018
MW OH	SIMPLEX GRINNELL V008625	OCT-DEC ALARM MONITORING	103654-6127 Alarm Monitoring	AP041918	3,587.33	79640157	P11294	00097581	04/19/2018
MW OH	SIMPLEX GRINNELL V008625	ALARM REPAIRS	103654-6127 Alarm Monitoring	AP041918	1,355.12	84584763	P11294	00097581	04/19/2018
				Check Total:	8,529.78				
MW OH	SOUTHERN CALIFORNIA	MAR-APR ELECTRICAL CHARGES	0010-1226	AP041918	2.71	040718		00097582	04/19/2018

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	V000910		AR/City of Yorba Linda						
MW OH	SOUTHERN CALIFORNIA V000910	MAR-APR ELECTRICAL CHARGES	296561-6330 Electricity	AP041918	371.82	040718		00097582	04/19/2018
MW OH	SOUTHERN CALIFORNIA V000910	MAR-APR ELECTRICAL CHARGES	0010-1228 AR/County of Orange	AP041918	15.87	040718		00097582	04/19/2018
MW OH	SOUTHERN CALIFORNIA V000910	MAR-APR ELECTRICAL CHARGES	0010-1232 Accts Rec/City of Anaheim	AP041918	75.61	040718		00097582	04/19/2018
MW OH	SOUTHERN CALIFORNIA V000910	MAR-APR ELECTRICAL CHARGES	109595-6330 / 61140-6330 Electricity	AP041918	51.46	040718		00097582	04/19/2018
MW OH	SOUTHERN CALIFORNIA V000910	MAR-APR ELECTRICAL CHARGES	109595-6330 Electricity	AP041918	13,841.90	040718		00097582	04/19/2018
MW OH	SOUTHERN CALIFORNIA V000910	MAR-APR ELECTRICAL CHARGES	286560-6330 Electricity	AP041918	31,092.37	040718		00097582	04/19/2018
				Check Total:	45,451.74				
MW OH	SPARKLETTTS V000967	MARCH SR CENTER WATER SVS	104072-6301 Special Department Supplies	AP041918	258.29	14974536	040418	00097583	04/19/2018
				Check Total:	258.29				
MW OH	SUPERION LLC V005987	LOAD NEW ELF FORM	101523-6136 Software Maintenance	AP041918	700.00	206953	P11082	00097584	04/19/2018
MW OH	SUPERION LLC V005987	MAY ASP/RSP SERVICES	101523-6136 Software Maintenance	AP041918	6,533.96	207002	P11082	00097584	04/19/2018
				Check Total:	7,233.96				
MW OH	T-MOBILE V004339	MARCH CELL PHONE CHARGES	109595-6215 Telephone	AP041918	1,156.10	MARCH 2018		00097585	04/19/2018
MW OH	T-MOBILE V004339	MARCH PD CELL PHONE CHARGES	109595-6215 Telephone	AP041918	681.74	MARCH PD 18		00097585	04/19/2018
				Check Total:	1,837.84				
MW OH	TEAM ONE MANAGEMENT V010070	MARCH PARK JANITORIAL SVS	103655-6290 Dept. Contract Services	AP041918	4,337.50	23	P11145	00097586	04/19/2018

**City of Placentia
Check Register
For 04/25/2018**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	4,337.50				
MW OH	THOMSON REUTERS - WEST MARCH WEST INFORMATION V009649		103042-6290 Dept. Contract Services	AP041918	197.00	837984427		00097587	04/19/2018
				Check Total:	197.00				
MW OH	TIME WARNER CABLE V004450	4/21-5/20 FRIENDLY CNTR CABLE	109595-6215 Telephone	AP041918	79.99	0431975041118		00097588	04/19/2018
MW OH	TIME WARNER CABLE V004450	4/21-5/20 PW YARD CABLE	109595-6215 Telephone	AP041918	109.07	3371383041118		00097588	04/19/2018
				Check Total:	189.06				
MW OH	TOWNSEND PUBLIC AFFAIRS V004165	MARCH LEGISLATIVE ADVOCACY	101001-6001 Management Consulting Services	AP041918	5,000.00	13464	P11076	00097589	04/19/2018
MW OH	TOWNSEND PUBLIC AFFAIRS V004165	APRIL LEGISLATIVE ADVOCACY SV	101001-6001 Management Consulting Services	AP041918	5,000.00	13546	P11076	00097589	04/19/2018
				Check Total:	10,000.00				
MW OH	TRANSUNION RISK & V009317	MARCH PD DATABASE	103042-6290 Dept. Contract Services	AP041918	111.30	040118		00097590	04/19/2018
				Check Total:	111.30				
MW OH	TRILLIUM CNG (1720) V007952	MARCH CNG FUEL	103658-6345 Gasoline & Diesel Fuel	AP041918	66.99	18378131		00097591	04/19/2018
				Check Total:	66.99				
MW OH	TURBO DATA SYSTEMS INC V001238	FEB PRKG CITATION PROCESSING	103047-6290 Dept. Contract Services	AP041918	2,594.01	27632	P11207	00097592	04/19/2018
				Check Total:	2,594.01				
MW OH	V & V MANUFACTURING INC V010393	OD BADGES	103040-6299 Other Purchased Services	AP041918	177.63	46436		00097593	04/19/2018
MW OH	V & V MANUFACTURING INC V010393	OD BADGES	103040-6299 Other Purchased Services	AP041918	474.69	46437		00097593	04/19/2018
MW OH	V & V MANUFACTURING INC V010393	OD BADGE REPAIRS	103040-6299 Other Purchased Services	AP041918	410.47	46537		00097593	04/19/2018

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Check Register
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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	1,062.79				
MW OH	VILLAGE NURSERIES V001098	PLANTS	296561-6130 Repair & Maint/Facilities	AP041918	52.58	16442239		00097594	04/19/2018
				Check Total:	52.58				
MW OH	WALLIN, AMANDA V010796	DEPOSIT REFUND - BACKS BLDG	100000-4385 Facility Rental	AP041918	150.00	2002077.002		00097595	04/19/2018
				Check Total:	150.00				
MW OH	WARE, TOM V010790	BLDG PERMIT REFUND	100000-4302 General Plan Update Fee	AP041918	283.75	B18-0267		00097596	04/19/2018
MW OH	WARE, TOM V010790	BLDG PERMIT REFUND	100000-4164 Electrical Permits	AP041918	373.36	B18-0267		00097596	04/19/2018
MW OH	WARE, TOM V010790	BLDG PERMIT REFUND	100000-4162 Plumbing Permits	AP041918	732.14	B18-0267		00097596	04/19/2018
MW OH	WARE, TOM V010790	BLDG PERMIT REFUND	100000-4160 Building Permits	AP041918	2,094.27	B18-0267		00097596	04/19/2018
MW OH	WARE, TOM V010790	BLDG PERMIT REFUND	0044-2049 Health & Safety Collection	AP041918	5.00	B18-0267		00097596	04/19/2018
MW OH	WARE, TOM V010790	BLDG PERMIT REFUND	100000-4303 Technology Fee	AP041918	218.75	B18-0267		00097596	04/19/2018
MW OH	WARE, TOM V010790	BLDG PERMIT REFUND	0044-2035 Strong Motion Fees/Non-Res	AP041918	35.00	B18-0267		00097596	04/19/2018
MW OH	WARE, TOM V010790	BLDG PERMIT REFUND	0044-2036 CBSC State Fee	AP041918	5.00	B18-0267		00097596	04/19/2018
				Check Total:	3,747.27				
MW OH	WATERLOGIC AMERICAS LLC V010708	APRIL PD WATER SERVICE	103041-6301 Special Department Supplies	AP041918	149.78	127182		00097597	04/19/2018
				Check Total:	149.78				
MW OH	WEST COAST ARBORISTS INC V001124	0716-31 RESIDENT TREE MAINT	0044-2039 Tree Trimming Deposits	AP041918	874.00	133769-A		00097598	04/19/2018

City of Placentia
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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	WEST COAST ARBORISTS INC/1-15 PARK TREE MAINT V001124		103652-6116 Tree Maintenance	AP041918	1,210.00	133189	P11106	00097598	04/19/2018
MW OH	WEST COAST ARBORISTS INC/1-15 PARK TREE MAINT V001124		103652-6116 Tree Maintenance	AP041918	1,940.00	133189	P11106	00097598	04/19/2018
MW OH	WEST COAST ARBORISTS INC/1-15 PARK TREE MAINT V001124		103652-6116 Tree Maintenance	AP041918	6,137.00	134177	P11106	00097598	04/19/2018
MW OH	WEST COAST ARBORISTS INC/16-31 PARK TREE MAINT V001124		103652-6116 Tree Maintenance	AP041918	1,098.00	135315	P11106	00097598	04/19/2018
Check Total:					11,259.00				
MW OH	YAMAGUCHI, BRIAN V003248	MARCH RESERVE OFFICER STIPEND	103041-5005 / 50065-5005 Salaries/Part-Time	AP041918	200.00	040918		00097599	04/19/2018
Check Total:					200.00				
MW OH	YORBA LINDA FEED STORE K9 DOG FOOD V003242		103041-6301 Special Department Supplies	AP041918	140.05	615733		00097600	04/19/2018
MW OH	YORBA LINDA FEED STORE K9 DOG FOOD V003242		103041-6301 Special Department Supplies	AP041918	112.04	616288		00097600	04/19/2018
MW OH	YORBA LINDA FEED STORE K9 DOG FOOD V003242		103041-6301 Special Department Supplies	AP041918	120.66	616734		00097600	04/19/2018
Check Total:					372.75				
MW OH	YORBA LINDA WATER V001148	FEB-MARCH WATER CHARGES	109595-6335 Water	AP041918	184.69	040218		00097601	04/19/2018
Check Total:					184.69				
MW OH	YORBA REGIONAL ANIMAL VET CARE FOR K9 ACE V008472		103041-6301 Special Department Supplies	AP041918	10.50	711429004		00097602	04/19/2018
Check Total:					10.50				
MW OH	PLACENTIA, CITY OF V000782	APRIL WORKERS COMP CLAIMS	404580-5165 Workers' Compensation Claims	AP042418	350,000.00	040418-041818		00097603	04/24/2018
Check Total:					350,000.00				
MW OH	PLACENTIA, CITY OF	TRANSFER FUNDS TO BANC OF CA	0010-1101	AP042518	4,268,226.73	042418A		00097605	04/25/2018

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Check Register
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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000860		General Checking B of A						
				Check Total:	4,268,226.73				
				Type Total:	5,945,242.16				
				Check Total:	5,945,242.16				

City of Placentia
Electronic Disbursement Register
For 05/01/2018

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Ref #	Ref Date
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Grand Total: 244,896.74

EDR Totals by ID

AP	0.00
EP	244,896.74
IP	0.00
OP	0.00

Fund Name	<u>EDR Totals by Fund</u>
101-General Fund (0010)	243,408.69
208-Secssr Agency Ret Oblg (0054)	1,459.00
211-PEG Fund (0058)	29.04
225-Asset Seizure (0021)	3,254.92
228-NOC-Public Safety Grant(0061)	4,356.89
265-Landscape Maintenance (0029)	1,513.35
275-Sewer Maintenance (0048)	6,578.32
501-Refuse Administration (0037)	1,598.78
601-Employee Health & Wlfre (0039)	-17,302.25

Void Total: 0.00
EDR Total: 244,896.74

Electronic Disbursement Sub Totals: 244,896.74

ACH Payroll Direct Deposit for 04/27/18: 299,471.23

Electronic Disbursement Total: 544,367.97

Funds will be transferred from the Cash Basis Fund as needed to fund the warrants included on this warrant register



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For 04/25/2018

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	ICMA RETIREMENT TRUST V000496	PE 4/7/18 PD 4/13/18	0021-2170 Deferred Comp Payable - ICMA	PY18008	142.23	2995/1801008		00010458	04/13/2018
EP	ICMA RETIREMENT TRUST V000496	PE 4/7/18 PD 4/13/18	0029-2170 Deferred Comp Payable - ICMA	PY18008	112.13	2995/1801008		00010458	04/13/2018
EP	ICMA RETIREMENT TRUST V000496	PE 4/7/18 PD 4/13/18	0010-2170 Deferred Comp Payable - ICMA	PY18008	12,159.63	2995/1801008		00010458	04/13/2018
EP	ICMA RETIREMENT TRUST V000496	PE 4/7/18 PD 4/13/18	0037-2170 Deferred Comp Payable - ICMA	PY18008	64.00	2995/1801008		00010458	04/13/2018
EP	ICMA RETIREMENT TRUST V000496	PE 4/7/18 PD 4/13/18	0061-2170 Deferred Comp Payable - ICMA	PY18008	523.16	2995/1801008		00010458	04/13/2018
EP	ICMA RETIREMENT TRUST V000496	PE 4/7/18 PD 4/13/18	0048-2170 Deferred Comp Payable - ICMA	PY18008	554.49	2995/1801008		00010458	04/13/2018
EP	ICMA RETIREMENT TRUST V000496	PE 4/7/18 PD 4/13/18	0054-2170 Deferred Comp Payable - ICMA	PY18008	104.40	2995/1801008		00010458	04/13/2018
Check Total:					13,660.04				
EP	BANK OF AMERICA V008741	EXCELLENCE IN PLACENTIA REG	101001-6245 Meetings & Conferences	ACH041318	65.00	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	ACH041318	45.19	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	ACH041318	28.02	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	ACH041318	40.99	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	ACH041318	67.99	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	OCFA AWARDS DINNER REG	101001-6245 Meetings & Conferences	ACH041318	110.00	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	ICSC CONF AIRFARE - SHADER	101001-6245 Meetings & Conferences	ACH041318	587.96	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA	COUNCIL SUPPLIES	101001-6245	ACH041318	109.59	FEBRUARY 18		00010459	03/25/2018

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Electronic Disbursement Register
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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V008741		Meetings & Conferences						
EP	BANK OF AMERICA V008741	COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	ACH041318	48.95	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	CREDIT	101001-6245 Meetings & Conferences	ACH041318	-35.00	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	COUNCIL OFFICE CHAIRS	101001-6301 Special Department Supplies	ACH041318	555.99	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	CM MEETING UBER SRV	101511-6245 Meetings & Conferences	ACH041318	5.48	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	CM MEETING UBER SRV	101511-6245 Meetings & Conferences	ACH041318	5.80	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	CM MEETING UBER SRV	101511-6245 Meetings & Conferences	ACH041318	9.00	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	AIRFARE - ARRULA	101511-6245 Meetings & Conferences	ACH041318	519.96	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	CM MEETING UBER SRV	101511-6245 Meetings & Conferences	ACH041318	9.49	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	CM MEETING MEAL	101511-6245 Meetings & Conferences	ACH041318	5.12	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	CM MEETING HOTEL - ARRULA	101511-6245 Meetings & Conferences	ACH041318	571.44	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	BUSINESS MEETING LUNCH	101511-6245 Meetings & Conferences	ACH041318	47.44	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	ADVOCACY MTG CAR SERVICE	101511-6245 Meetings & Conferences	ACH041318	53.00	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	ADVOCACY TRIP CAR SERVICE	101511-6245 Meetings & Conferences	ACH041318	63.00	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	BUSINESS MEETING MEAL	101511-6245 Meetings & Conferences	ACH041318	8.52	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA	ADVOCACY TRIP PARKING	101511-6245	ACH041318	10.00	FEBRUARY 18		00010459	03/25/2018

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V008741		Meetings & Conferences						
EP	BANK OF AMERICA V008741	ICSC CONF AIRFARE - ARRULA	101511-6245 Meetings & Conferences	ACH041318	553.96	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	BUSINESS MEETING MEALS	101511-6245 Meetings & Conferences	ACH041318	46.36	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	BUSINESS MEETING MEALS	101511-6245 Meetings & Conferences	ACH041318	43.71	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	ECONOMIC FORECAST MTG REG	101511-6245 Meetings & Conferences	ACH041318	175.00	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	CSMFO CONF PARKING	101511-6245 Meetings & Conferences	ACH041318	10.00	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	BEREAVEMENT FRUIT BASKET	101511-6301 Special Department Supplies	ACH041318	57.02	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101511-6315 Office Supplies	ACH041318	33.36	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	POSTAGE	101511-6325 Postage	ACH041318	23.50	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	HR TRAINING - VERA	101512-6245 Meetings & Conferences	ACH041318	184.00	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	SCPMA HR CONF REG - VERA	101512-6245 Meetings & Conferences	ACH041318	109.00	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	SCPMA HR CONF REG MUNOZ	101512-6245 Meetings & Conferences	ACH041318	109.00	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	HR TRAINING REG - MUNOZ	101512-6245 Meetings & Conferences	ACH041318	520.00	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	HR TRAINING REG - VERA	101512-6245 Meetings & Conferences	ACH041318	284.00	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	FEB BIRTHDAY SUPPLIES	101512-6250 Staff Training	ACH041318	13.41	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA	FEB BIRTHDAY SUPPLIES	101512-6250	ACH041318	34.50	FEBRUARY 18		00010459	03/25/2018

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Electronic Disbursement Register
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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V008741		Staff Training						
EP	BANK OF AMERICA V008741	MMASC MTG REG - WALDER	101512-6250 Staff Training	ACH041318	105.00	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	NEPELRA MEMBERSHIP - LENYI	101512-6255 Dues & Memberships	ACH041318	175.00	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	MMASC MEMBERSHIP - SHAH	101512-6255 Dues & Memberships	ACH041318	85.00	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	MMASC FORUM REG - SHAH	101512-6255 Dues & Memberships	ACH041318	105.00	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	MMASC MEMBERSHIP - WALDER	101512-6255 Dues & Memberships	ACH041318	85.00	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	MMASC MEMBERSHIP - KENNICUTT	101512-6255 Dues & Memberships	ACH041318	85.00	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	HEALTH & WELLNESS SUPPLIES	101512-6301 Special Department Supplies	ACH041318	58.13	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	HEALTH & WELLNESS SUPPLIES	101512-6301 Special Department Supplies	ACH041318	291.91	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	ADMIN/HR MEETING MEALS	101512-6301 Special Department Supplies	ACH041318	111.53	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	INTERVIEW PANEL SUPPLIES	101512-6301 Special Department Supplies	ACH041318	4.99	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	INTERVIEW PANEL SUPPLIES	101512-6301 Special Department Supplies	ACH041318	46.97	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	HEALTH & WELLNESS SUPPLIES	101512-6301 Special Department Supplies	ACH041318	14.01	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	HR MEETING SUPPLIES	101512-6301 Special Department Supplies	ACH041318	11.73	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	HEALTH & WELLNESS SUPPLIES	101512-6301 Special Department Supplies	ACH041318	41.00	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA	INTERVIEW PANEL SUPPLIES	101512-6301	ACH041318	11.61	FEBRUARY 18		00010459	03/25/2018

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Electronic Disbursement Register
For 04/25/2018

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V008741		Special Department Supplies						
EP	BANK OF AMERICA V008741	INTERVIEW PANEL SUPPLIES	101512-6301 Special Department Supplies	ACH041318	27.10	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	INTERVIEW PANEL SUPPLIES	101512-6301 Special Department Supplies	ACH041318	12.90	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101512-6315 Office Supplies	ACH041318	122.28	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101512-6315 Office Supplies	ACH041318	26.50	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101512-6315 Office Supplies	ACH041318	10.70	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	COMPUTER MONITORS FOR HR	101523-6840 Machinery & Equipment	ACH041318	259.82	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	COMPUTER MOUSE WARRANTY	101523-6840 Machinery & Equipment	ACH041318	1.95	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	WIRELESS TRACKBALL MOUSE	101523-6840 Machinery & Equipment	ACH041318	97.94	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	OPENGOV TRAINING MEALS	102020-6245 Meetings & Conferences	ACH041318	75.89	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	CSMFO EVENT REG - REYNOLDS	102020-6245 Meetings & Conferences	ACH041318	191.29	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	ICSC CONF AIRFARE - ORTEGA	102534-6245 Meetings & Conferences	ACH041318	553.96	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	ICSC CONF AIRFARE - LAMBERT	102534-6245 Meetings & Conferences	ACH041318	553.96	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	ICSC CONF REG - LAMBERT	102534-6245 Meetings & Conferences	ACH041318	125.00	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	AIRFARE - SHADER	101001-6245 Meetings & Conferences	ACH041318	519.96	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA	ICSC IDEA EXCHANGE PARKING	102534-6245	ACH041318	16.00	FEBRUARY 18		00010459	03/25/2018

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	V008741		Meetings & Conferences						
EP	BANK OF AMERICA V008741	PANDORA SUBSCRIPTION	581573-6290 Dept. Contract Services	ACH041318	29.04	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	ECONOMIC FORECAST REG	102534-6245 Meetings & Conferences	ACH041318	150.00	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	ECONOMIC FORCAST REG	102534-6245 Meetings & Conferences	ACH041318	175.00	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	ICSC IDEA EXCHANGE MEALS	102534-6245 Meetings & Conferences	ACH041318	28.60	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	PD COMMAND STAFF MTG MEALS	103040-6245 Meetings & Conferences	ACH041318	54.28	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	PD SUPERVISORS MTG MEALS	103040-6245 Meetings & Conferences	ACH041318	38.87	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	EXCELLENCE IN PLACENTIA REG	103040-6245 Meetings & Conferences	ACH041318	65.00	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	PD RECRUITMENT MTG MEALS	103040-6245 Meetings & Conferences	ACH041318	89.28	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	PD MISC SUPPLIES	103040-6245 Meetings & Conferences	ACH041318	28.80	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	PD COMMAND STAFF MTG MEALS	103040-6245 Meetings & Conferences	ACH041318	54.48	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	PD MEETING MEALS	103040-6245 Meetings & Conferences	ACH041318	72.19	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	POA MEETING MEALS	103040-6245 Meetings & Conferences	ACH041318	24.53	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	FBI ASSOC MEMBERSHIP - LENYI	103040-6255 Dues & Memberships	ACH041318	120.00	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	ID CARD PRINTER FOR PD	103040-6255 Dues & Memberships	ACH041318	1,699.00	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA	OFFICE SIGNS FOR PD	103040-6299	ACH041318	3,112.45	FEBRUARY 18		00010459	03/25/2018

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	V008741		Other Purchased Services						
EP	BANK OF AMERICA V008741	PLAQUE REPAIRS	103040-6301 Special Department Supplies	ACH041318	19.40	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	PD TRAINING HOTEL - LOMELI	103040-6301 Special Department Supplies	ACH041318	132.53	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	PD BRIEFING ROOM SUPPLIES	103040-6301 Special Department Supplies	ACH041318	191.65	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	SHIPPING CHARGES	103040-6325 Postage	ACH041318	44.48	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	INTERNATION CONVERSION FEE	103041-6301 Special Department Supplies	ACH041318	1.56	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	PD LOBBY SIGN SUBSCRIPTION	103041-6301 Special Department Supplies	ACH041318	195.04	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	PD UNIFORM BELT - RODRIGUEZ	103041-6360 Uniforms	ACH041318	56.95	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	IACA MEMBERSHIP	103042-6255 Dues & Memberships	ACH041318	25.00	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	FLASH DRIVES	103042-6301 Special Department Supplies	ACH041318	96.65	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	JAIL BLANKETS	103043-6301 / 50085-6301 Special Department Supplies	ACH041318	215.03	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	CLEANING WIPES FOR PD	103043-6301 / 50085-6301 Special Department Supplies	ACH041318	21.96	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	EVIDENCE COLLECTION SUPPLIES	103043-6301 / 50100-6301 Special Department Supplies	ACH041318	642.32	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	ADVOCAY TRIP AIRFARE - ESTEVEZ	103550-6245 Meetings & Conferences	ACH041318	519.96	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	EXCELLENCE IN PLACENTIA REG	103550-6245 Meetings & Conferences	ACH041318	65.00	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA	ADVOCACY TRIP MEAL	103550-6245	ACH041318	13.04	FEBRUARY 18		00010459	03/25/2018

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	V008741		Meetings & Conferences						
EP	BANK OF AMERICA V008741	ADVOCACY TRIP MEAL	103550-6245 Meetings & Conferences	ACH041318	2.49	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	ADVOCACY TRIP PARKING	103550-6245 Meetings & Conferences	ACH041318	20.00	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	ICSC CONF IARFARE - ESTEVEZ	103550-6245 Meetings & Conferences	ACH041318	587.96	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	MARCH CEAOC MTG REG - ESTEVEZ	103550-6245 Meetings & Conferences	ACH041318	30.00	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	PESTICIDE SEMINAR REG - NAJERA	103652-6301 Special Department Supplies	ACH041318	80.00	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	ALL AMERICAN CITY SIGN DEPOSIT	103652-6310 Street Signs	ACH041318	305.20	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	JANITORIAL SUPPLIES	103654-6301 Special Department Supplies	ACH041318	162.83	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	PD WALL MATERIALS	103654-6301 Special Department Supplies	ACH041318	30.89	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	OCCUPANCY SIGN	103654-6301 Special Department Supplies	ACH041318	75.23	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	LUMBER FOR WALL REBUILD	103654-6301 Special Department Supplies	ACH041318	88.74	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	PD WALL BASEBOARDS	103654-6301 Special Department Supplies	ACH041318	16.03	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	FACILITIES SUPPLIES	103654-6301 Special Department Supplies	ACH041318	39.19	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	DRYWALL	103654-6301 Special Department Supplies	ACH041318	153.88	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	STAMPS FOR PW	103654-6301 Special Department Supplies	ACH041318	97.90	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA	VEHICLE MAINT DEGREASER	103658-6134	ACH041318	216.93	FEBRUARY 18		00010459	03/25/2018

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	V008741		Vehicle Repair & Maintenance						
EP	BANK OF AMERICA V008741	A/C CERT CLASS - SERNA	103658-6255 Dues & Memberships	ACH041318	30.00	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	LATEX GLOVES FOR VEHICLE MAINT	103658-6301 Special Department Supplies	ACH041318	102.16	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	GASOLINE FOR PD VEHICLE	103658-6345 Gasoline & Diesel Fuel	ACH041318	40.00	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	GASOLINE FOR PD VEHICLE	103658-6345 Gasoline & Diesel Fuel	ACH041318	38.00	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	GASOLINE FOR PD VEHICLE	103658-6345 Gasoline & Diesel Fuel	ACH041318	27.65	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	AIRFARE - GONZALES	104070-6245 Meetings & Conferences	ACH041318	467.96	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	104070-6315 Office Supplies	ACH041318	58.08	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	104070-6315 Office Supplies	ACH041318	36.75	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	CPR INSTR TRAINING - ALVARADO	104071-6250 Staff Training	ACH041318	300.00	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	CPRS MEMBERSHIP - ALVARADO	104071-6255 Dues & Memberships	ACH041318	165.00	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	REC SUPPLIES	104071-6301 Special Department Supplies	ACH041318	43.29	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ACH041318	98.03	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ACH041318	258.74	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ACH041318	80.67	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA	P.A.R.K.S SUPPLIES	104071-6301	ACH041318	121.52	FEBRUARY 18		00010459	03/25/2018

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	V008741		Special Department Supplies						
EP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ACH041318	44.68	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ACH041318	79.84	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	DD DANCE SUPPLIES	104071-6301 Special Department Supplies	ACH041318	288.41	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ACH041318	119.16	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	FOOSEBALL TABLE REPAIRS	104071-6301 Special Department Supplies	ACH041318	154.47	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ACH041318	113.14	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ACH041318	167.69	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	SR CENTER SUPPLIES	104072-6301 / 79278-6301 Special Department Supplies	ACH041318	51.34	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	SR CENTER LUNCHEON MEALS	104072-6301 / 79278-6301 Special Department Supplies	ACH041318	294.16	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	MEETING SUPPLIES	109595-6301 Special Department Supplies	ACH041318	140.82	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	PD TRAINING REG - WAGONER	213041-6250 Staff Training	ACH041318	195.00	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	PD TRAINING HOTEL - FLORES	213041-6250 Staff Training	ACH041318	509.40	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	MGMT TRAINING HOTEL - MCELHINNEY	213041-6250 Staff Training	ACH041318	540.96	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA V008741	PD TRAINING REG - HARREN	213041-6250 Staff Training	ACH041318	225.00	FEBRUARY 18		00010459	03/25/2018
EP	BANK OF AMERICA	PD TRAINING REG	213041-6250	ACH041318	225.00	FEBRUARY 18		00010459	03/25/2018

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	V008741		Staff Training						
				Check Total:	23,863.16				
EP	AMERICAN FIDELITY V010011	P/E 4/7/18 PD 4/13/18	0010-2188 Health Care SSA	ACH041418	565.70	041318A		00010460	04/13/2018
EP	AMERICAN FIDELITY V010011	P/E 4/7/18 PD 4/13/18	0010-2190 Dependent Care SSA	ACH041418	56.25	041318A		00010460	04/13/2018
EP	AMERICAN FIDELITY V010011	P/E 4/7/18 PD 4/13/18	0010-2155 Per Sec Plan - Opt. Life	ACH041418	35.10	041318A		00010460	04/13/2018
EP	AMERICAN FIDELITY V010011	P/E 4/7/18 PD 4/13/18	0029-2188 Health Care SSA	ACH041418	7.86	041318A		00010460	04/13/2018
EP	AMERICAN FIDELITY V010011	P/E 4/7/18 PD 4/13/18	395000-2187 Voluntary Plan Life	ACH041418	476.54	041318A		00010460	04/13/2018
EP	AMERICAN FIDELITY V010011	P/E 4/7/18 PD 4/13/18	0029-2190 Dependent Care SSA	ACH041418	12.50	041318A		00010460	04/13/2018
EP	AMERICAN FIDELITY V010011	P/E 4/7/18 PD 4/13/18	0037-2188 Health Care SSA	ACH041418	9.33	041318A		00010460	04/13/2018
EP	AMERICAN FIDELITY V010011	P/E 4/7/18 PD 4/13/18	0037-2190 Dependent Care SSA	ACH041418	18.75	041318A		00010460	04/13/2018
EP	AMERICAN FIDELITY V010011	P/E 4/7/18 PD 4/13/18	0048-2188 Health Care SSA	ACH041418	9.90	041318A		00010460	04/13/2018
EP	AMERICAN FIDELITY V010011	P/E 4/7/18 PD 4/13/18	0048-2190 Dependent Care SSA	ACH041418	37.50	041318A		00010460	04/13/2018
EP	AMERICAN FIDELITY V010011	P/E 4/7/18 PD 4/13/18	0054-2188 Health Care SSA	ACH041418	12.19	041318A		00010460	04/13/2018
				Check Total:	1,241.62				
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/7 PD 4/13	0010-2145 Employee PERS Payback W/H	ACH041418	227.21	041318A		00010461	04/13/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/7 PD 4/13	0010-2150 Survivor Benefit Package	ACH041418	113.56	041318A		00010461	04/13/2018
EP	CALIFORNIA PUBLIC	PERS P/E 4/7 PD 4/13	0010-2165	ACH041418	321.19	041318A		00010461	04/13/2018

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	V010053		PERS Employer Payable					
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/7 PD 4/13	0010-2195 PERS Uniform	ACH041418	21.95 041318A		00010461	04/13/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/7 PD 4/13	0021-2140 Employee PERS W/H	ACH041418	298.47 041318A		00010461	04/13/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/7 PD 4/13	0021-2150 Survivor Benefit Package	ACH041418	0.79 041318A		00010461	04/13/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/7 PD 4/13	0021-2195 PERS Uniform	ACH041418	0.46 041318A		00010461	04/13/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/7 PD 4/13	0029-2140 Employee PERS W/H	ACH041418	812.46 041318A		00010461	04/13/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/7 PD 4/13	0029-2145 Employee PERS Payback W/H	ACH041418	7.30 041318A		00010461	04/13/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/7 PD 4/13	0029-2150 Survivor Benefit Package	ACH041418	1.11 041318A		00010461	04/13/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/7 PD 4/13	0029-2195 PERS Uniform	ACH041418	0.29 041318A		00010461	04/13/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/7 PD 4/13	0037-2140 Employee PERS W/H	ACH041418	827.87 041318A		00010461	04/13/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/7 PD 4/13	0037-2145 Employee PERS Payback W/H	ACH041418	4.13 041318A		00010461	04/13/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/7 PD 4/13	0037-2150 Survivor Benefit Package	ACH041418	0.97 041318A		00010461	04/13/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/7 PD 4/13	0048-2140 Employee PERS W/H	ACH041418	3,752.72 041318A		00010461	04/13/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/7 PD 4/13	0048-2145 Employee PERS Payback W/H	ACH041418	7.30 041318A		00010461	04/13/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/7 PD 4/13	0010-2140 Employee PERS W/H	ACH041418	142,843.12 041318A		00010461	04/13/2018
EP	CALIFORNIA PUBLIC	PERS P/E 4/7 PD 4/13	0048-2150	ACH041418	4.39 041318A		00010461	04/13/2018

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	V010053		Survivor Benefit Package					
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/7 PD 4/13	395083-5145 Retirement PERS	ACH041418	-81,548.08 041318A		00010461	04/13/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/7 PD 4/13	0048-2165 PERS Employer Payable	ACH041418	4.37 041318A		00010461	04/13/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/7 PD 4/13	0048-2195 PERS Uniform	ACH041418	1.48 041318A		00010461	04/13/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/7 PD 4/13	0054-2140 Employee PERS W/H	ACH041418	632.66 041318A		00010461	04/13/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/7 PD 4/13	0054-2150 Survivor Benefit Package	ACH041418	0.66 041318A		00010461	04/13/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/7 PD 4/13	0061-2140 Employee PERS W/H	ACH041418	3,264.28 041318A		00010461	04/13/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/7 PD 4/13	0061-2150 Survivor Benefit Package	ACH041418	1.05 041318A		00010461	04/13/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/7 PD 4/13	0061-2195 PERS Uniform	ACH041418	0.62 041318A		00010461	04/13/2018
				Check Total:	71,602.33			
EP	EMPLOYMENT V010052	STATE TAX P/E 4/7 PD 4/13	0021-2135 Calif Income Tax W/H	ACH041418	294.65 041318A		00010462	04/13/2018
EP	EMPLOYMENT V010052	STATE TAX P/E 4/7 PD 4/13	0029-2135 Calif Income Tax W/H	ACH041418	125.03 041318A		00010462	04/13/2018
EP	EMPLOYMENT V010052	STATE TAX P/E 4/7 PD 4/13	0037-2135 Calif Income Tax W/H	ACH041418	159.39 041318A		00010462	04/13/2018
EP	EMPLOYMENT V010052	STATE TAX P/E 4/7 PD 4/13	0010-2135 Calif Income Tax W/H	ACH041418	14,713.66 041318A		00010462	04/13/2018
EP	EMPLOYMENT V010052	STATE TAX P/E 4/7 PD 4/13	0048-2135 Calif Income Tax W/H	ACH041418	515.52 041318A		00010462	04/13/2018
EP	EMPLOYMENT V010052	STATE TAX P/E 4/7 PD 4/13	0061-2135 Calif Income Tax W/H	ACH041418	130.47 041318A		00010462	04/13/2018

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EP	EMPLOYMENT V010052	STATE TAX P/E 4/7 PD 4/13	0054-2135 Calif Income Tax W/H	ACH041418	178.83	041318A		00010462	04/13/2018
Check Total:					16,117.55				
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/11 PD 4/11	0010-2115 Employee Medicare W/H	ACH041418	1.74	041118A		00010463	04/13/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/11 PD 4/11	0010-2120 Employer Medicare Payable	ACH041418	1.74	041118A		00010463	04/13/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/7 PD 4/13	0010-2115 Employee Medicare W/H	ACH041418	5,641.20	041318A		00010463	04/13/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/7 PD 4/13	0061-2120 Employer Medicare Payable	ACH041418	64.42	041318A		00010463	04/13/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/7 PD 4/13	0010-2110 Federal Income Tax W/H	ACH041418	38,889.48	041318A		00010463	04/13/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/7 PD 4/13	0010-2120 Employer Medicare Payable	ACH041418	5,641.20	041318A		00010463	04/13/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/7 PD 4/13	0010-2125 Employee Social Sec W/H	ACH041418	18.60	041318A		00010463	04/13/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/7 PD 4/13	0010-2130 Employer Soc Sec Payable	ACH041418	18.60	041318A		00010463	04/13/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/7 PD 4/13	0021-2110 Federal Income Tax W/H	ACH041418	682.02	041318A		00010463	04/13/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/7 PD 4/13	0021-2115 Employee Medicare W/H	ACH041418	70.47	041318A		00010463	04/13/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/7 PD 4/13	0021-2120 Employer Medicare Payable	ACH041418	70.47	041318A		00010463	04/13/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/7 PD 4/13	0029-2110 Federal Income Tax W/H	ACH041418	334.13	041318A		00010463	04/13/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/7 PD 4/13	0029-2115 Employee Medicare W/H	ACH041418	50.27	041318A		00010463	04/13/2018
EP	INTERNAL REVENUE	FED/MED/SS P/E 4/7 PD 4/13	0029-2120	ACH041418	50.27	041318A		00010463	04/13/2018

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	V010054		Employer Medicare Payable					
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/7 PD 4/13	0037-2110 Federal Income Tax W/H	ACH041418	406.50 041318A		00010463	04/13/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/7 PD 4/13	0037-2115 Employee Medicare W/H	ACH041418	53.92 041318A		00010463	04/13/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/7 PD 4/13	0037-2120 Employer Medicare Payable	ACH041418	53.92 041318A		00010463	04/13/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/7 PD 4/13	0048-2110 Federal Income Tax W/H	ACH041418	1,317.47 041318A		00010463	04/13/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/7 PD 4/13	0048-2115 Employee Medicare W/H	ACH041418	186.59 041318A		00010463	04/13/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/7 PD 4/13	0048-2120 Employer Medicare Payable	ACH041418	186.59 041318A		00010463	04/13/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/7 PD 4/13	0054-2110 Federal Income Tax W/H	ACH041418	422.40 041318A		00010463	04/13/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/7 PD 4/13	0054-2115 Employee Medicare W/H	ACH041418	53.93 041318A		00010463	04/13/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/7 PD 4/13	0054-2120 Employer Medicare Payable	ACH041418	53.93 041318A		00010463	04/13/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/7 PD 4/13	0061-2110 Federal Income Tax W/H	ACH041418	308.47 041318A		00010463	04/13/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/7 PD 4/13	0061-2115 Employee Medicare W/H	ACH041418	64.42 041318A		00010463	04/13/2018
				Check Total:	54,642.75			
EP	ACOSTA, JOAQUIN E000017	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	196.00 MAY 18		00010464	05/01/2018
				Check Total:	196.00			
EP	ALDWIR, MAMOUN E000113	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	1,446.97 MAY 18		00010465	05/01/2018

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				Check Total:	1,446.97				
EP	ANDERSON, MARLA E000071	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	524.00	MAY 18		00010466	05/01/2018
				Check Total:	524.00				
EP	ARMSTRONG, JOHN T E000046	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	1,189.90	MAY 18		00010467	05/01/2018
				Check Total:	1,189.90				
EP	AUDISS, JAY SCOTT E000125	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	1,739.00	MAY 18		00010468	05/01/2018
				Check Total:	1,739.00				
EP	BABCOCK, CHARLES A E000015	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	330.00	MAY 18		00010469	05/01/2018
				Check Total:	330.00				
EP	BEALS, SHARLENE E000076	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	196.00	MAY 18		00010470	05/01/2018
				Check Total:	196.00				
EP	BERMUDEZ, ALBERT E000124	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	480.29	MAY 18		00010471	05/01/2018
				Check Total:	480.29				
EP	BONESCHANS, DENNIS E000020	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	196.00	MAY 18		00010472	05/01/2018
				Check Total:	196.00				
EP	BUNNELL, DONALD E000062	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	524.00	MAY 18		00010473	05/01/2018
				Check Total:	524.00				
EP	BURGNER, ARTHUR E000074	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	524.00	MAY 18		00010474	05/01/2018
				Check Total:	524.00				
EP	CHANDLER, JOHN P	MAY MEDICAL REIMBURSEMENT	395083-5161	ACH050118	1,330.00	MAY 18		00010475	05/01/2018

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	E000109		Health Insurance Premiums						
				Check Total:	1,330.00				
EP	CHANG, ROBERT E000107	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	1,586.00	MAY 18		00010476	05/01/2018
				Check Total:	1,586.00				
EP	COBBETT, GEOFFREY E000007	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	524.00	MAY 18		00010477	05/01/2018
				Check Total:	524.00				
EP	COOK, ARLENE M E000018	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	524.00	MAY 18		00010478	05/01/2018
				Check Total:	524.00				
EP	D'AMATO, ROBERT E000056	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	196.00	MAY 18		00010479	05/01/2018
				Check Total:	196.00				
EP	DAVID, PRESTON E000112	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	972.42	MAY 18		00010480	05/01/2018
				Check Total:	972.42				
EP	DAVIS, CAROLYN E000005	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	524.00	MAY 18		00010481	05/01/2018
				Check Total:	524.00				
EP	DELOS SANTOS, JAMIE E000045	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	528.00	MAY 18		00010482	05/01/2018
				Check Total:	528.00				
EP	DICKSON, ROBERTA JO E000011	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	196.00	MAY 18		00010483	05/01/2018
				Check Total:	196.00				
EP	DOWNEY, CAROL E000082	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	524.00	MAY 18		00010484	05/01/2018

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				Check Total:	524.00				
EP	ECKENRODE, NORMAN E000029	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	524.00	MAY 18		00010485	05/01/2018
				Check Total:	524.00				
EP	ELSTRO, ANN M E000027	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	524.00	MAY 18		00010486	05/01/2018
				Check Total:	524.00				
EP	ESCOBOSA, LILLIAN E000055	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	524.00	MAY 18		00010487	05/01/2018
				Check Total:	524.00				
EP	ESPINOZA, ROSALINDA E000016	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	528.00	MAY 18		00010488	05/01/2018
				Check Total:	528.00				
EP	FRICKE, JUERGEN E000075	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	789.00	MAY 18		00010489	05/01/2018
				Check Total:	789.00				
EP	FULLER, GLENN H E000081	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	789.00	MAY 18		00010490	05/01/2018
				Check Total:	789.00				
EP	GALLANT, KAREN E000008	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	524.00	MAY 18		00010491	05/01/2018
				Check Total:	524.00				
EP	GARNER, JO ANN E000047	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	524.00	MAY 18		00010492	05/01/2018
				Check Total:	524.00				
EP	GARNER, KITTY E000080	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	860.00	MAY 18		00010493	05/01/2018
				Check Total:	860.00				
EP	GOMEZ, DANIEL	MAY MEDICAL REIMBURSEMENT	395083-5161	ACH050118	524.00	MAY 18		00010494	05/01/2018

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	E000049		Health Insurance Premiums						
				Check Total:	524.00				
EP	GRIMM, DENNIS L E000042	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	564.00	MAY 18		00010495	05/01/2018
				Check Total:	564.00				
EP	HOLTSCRAW, KATHERINE E000121	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	528.00	MAY 18		00010496	05/01/2018
				Check Total:	528.00				
EP	IRVINE, SUZETTE E000019	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	524.00	MAY 18		00010497	05/01/2018
				Check Total:	524.00				
EP	JENKINS, ROBERT E000084	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	558.94	MAY 18		00010498	05/01/2018
				Check Total:	558.94				
EP	JOHNSON, SHARON E000099	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	524.00	MAY 18		00010499	05/01/2018
				Check Total:	524.00				
EP	JONES, ROBERT E000053	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	197.76	MAY 18		00010500	05/01/2018
				Check Total:	197.76				
EP	JUDD, TERRELL E000115	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	1,586.00	MAY 18		00010501	05/01/2018
				Check Total:	1,586.00				
EP	KIRKLAND, RICHARD L E000110	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	196.00	MAY 18		00010502	05/01/2018
				Check Total:	196.00				
EP	LITTLE, DIANE M E000098	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	564.00	MAY 18		00010503	05/01/2018

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				Check Total:	564.00				
EP	LOOMIS, CORINNE E000122	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	528.00	MAY 18		00010504	05/01/2018
				Check Total:	528.00				
EP	LOWREY, B J E000041	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	330.00	MAY 18		00010505	05/01/2018
				Check Total:	330.00				
EP	MAERTZWEILER, MICHAEL E000032	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	524.00	MAY 18		00010506	05/01/2018
				Check Total:	524.00				
EP	MANNING, VEDA M E000063	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	196.00	MAY 18		00010507	05/01/2018
				Check Total:	196.00				
EP	MILANO, JAMES E000054	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	524.00	MAY 18		00010508	05/01/2018
				Check Total:	524.00				
EP	MILLER, RICHARD E000106	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	1,330.00	MAY 18		00010509	05/01/2018
				Check Total:	1,330.00				
EP	MOORE, LARRY W E000044	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	196.00	MAY 18		00010510	05/01/2018
				Check Total:	196.00				
EP	OLEA, ARLENE J E000014	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	1,189.00	MAY 18		00010511	05/01/2018
				Check Total:	1,189.00				
EP	ORTEGA, MANUEL E E000100	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	697.00	MAY 18		00010512	05/01/2018
				Check Total:	697.00				
EP	PALMER, GEORGE	MAY MEDICAL REIMBURSEMENT	395083-5161	ACH050118	1,095.00	MAY 18		00010513	05/01/2018

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	E000094		Health Insurance Premiums						
				Check Total:	1,095.00				
EP	PASCARELLA, RICHARD E000129	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	1,739.00	MAY 18		00010514	05/01/2018
				Check Total:	1,739.00				
EP	PASCUA, RAYNALD E000114	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	1,586.00	MAY 18		00010515	05/01/2018
				Check Total:	1,586.00				
EP	PASPALL, MIHAJLO E000085	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	524.00	MAY 18		00010516	05/01/2018
				Check Total:	524.00				
EP	PEREZ, ROBERT E000111	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	196.00	MAY 18		00010517	05/01/2018
				Check Total:	196.00				
EP	PICHON, WALTER E000103	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	249.30	MAY 18		00010518	05/01/2018
				Check Total:	249.30				
EP	PINEDA, MATEO E000127	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	850.14	MAY 18		00010519	05/01/2018
				Check Total:	850.14				
EP	PISCHEL, STEPHEN E000130	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	1,189.00	MAY 18		00010520	05/01/2018
				Check Total:	1,189.00				
EP	REDIFER, KIM R E000022	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	789.00	MAY 18		00010521	05/01/2018
				Check Total:	789.00				
EP	RENDEN, BRIAN E000083	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	800.54	MAY 18		00010522	05/01/2018

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				Check Total:	800.54				
EP	REYES, ROGER T E000024	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	524.00	MAY 18		00010523	05/01/2018
				Check Total:	524.00				
EP	RICE, RUSSELL J E000059	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	1,330.00	MAY 18		00010524	05/01/2018
				Check Total:	1,330.00				
EP	RISHER, THOMAS A E000013	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	524.00	MAY 18		00010525	05/01/2018
				Check Total:	524.00				
EP	RIVERA, AIDA E000026	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	196.00	MAY 18		00010526	05/01/2018
				Check Total:	196.00				
EP	ROACH, MICHAEL E000105	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	1,330.00	MAY 18		00010527	05/01/2018
				Check Total:	1,330.00				
EP	ROBB, SANDRA E000043	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	524.00	MAY 18		00010528	05/01/2018
				Check Total:	524.00				
EP	ROKOSZ, KEN A E000035	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	528.00	MAY 18		00010529	05/01/2018
				Check Total:	528.00				
EP	ROSE, RICHARD D E000050	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	860.00	MAY 18		00010530	05/01/2018
				Check Total:	860.00				
EP	SALE, LEE R E000031	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	524.00	MAY 18		00010531	05/01/2018
				Check Total:	524.00				
EP	SANCHEZ, LAURA	MAY MEDICAL REIMBURSEMENT	395083-5161	ACH050118	196.00	MAY 18		00010532	05/01/2018

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	E000058		Health Insurance Premiums						
				Check Total:	196.00				
EP	SANGOLUISA, ZORA G E000048	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	196.00	MAY 18		00010533	05/01/2018
				Check Total:	196.00				
EP	SCHLIEDER, BEVERLY E000120	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	1,480.01	MAY 18		00010534	05/01/2018
				Check Total:	1,480.01				
EP	SMITH, WARD E000128	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	1,586.00	MAY 18		00010535	05/01/2018
				Check Total:	1,586.00				
EP	SOMOYA, JOHN P E000089	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	789.00	MAY 18		00010536	05/01/2018
				Check Total:	789.00				
EP	SOTO, PHILIP J E000052	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	524.00	MAY 18		00010537	05/01/2018
				Check Total:	524.00				
EP	SPRAGUE, GARY A E000064	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	1,739.00	MAY 18		00010538	05/01/2018
				Check Total:	1,739.00				
EP	STEPHEN, JEFFREY E000119	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	1,586.00	MAY 18		00010539	05/01/2018
				Check Total:	1,586.00				
EP	TAYLOR, DAVID M E000088	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	564.00	MAY 18		00010540	05/01/2018
				Check Total:	564.00				
EP	TAYLOR, LINDA E000126	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	487.39	MAY 18		00010541	05/01/2018

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				Check Total:	487.39				
EP	THOMANN, DARYLL L E000101	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	558.94	MAY 18		00010542	05/01/2018
				Check Total:	558.94				
EP	TRIFOS, WILLIAM E000104	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	1,590.00	MAY 18		00010543	05/01/2018
				Check Total:	1,590.00				
EP	VALENTINE, THOMAS E000118	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	1,330.00	MAY 18		00010544	05/01/2018
				Check Total:	1,330.00				
EP	VERSTYNEN, WILLIAM E000092	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	196.00	MAY 18		00010545	05/01/2018
				Check Total:	196.00				
EP	WAHL, KATHLEEN A E000030	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	196.00	MAY 18		00010546	05/01/2018
				Check Total:	196.00				
EP	WIEST, STEPHEN E000079	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	524.00	MAY 18		00010547	05/01/2018
				Check Total:	524.00				
EP	WORDEN, LARRY M E000116	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	480.29	MAY 18		00010548	05/01/2018
				Check Total:	480.29				
EP	YAMAGUCHI, BRIAN E000123	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	1,330.00	MAY 18		00010549	05/01/2018
				Check Total:	1,330.00				
EP	ZAMORA, JERRY E000037	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050118	789.00	MAY 18		00010550	05/01/2018
				Check Total:	789.00				
EP	ZINN, JOHN	MAY MEDICAL REIMBURSEMENT	395083-5161	ACH050118	1,152.40	MAY 18		00010551	05/01/2018

City of Placentia
Electronic Disbursement Register
For 04/25/2018

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	E000009		Health Insurance Premiums						
				Check Total:	1,152.40				
				Type Total:	244,896.74				
				Check Total:	244,896.74				



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: MAY 1, 2018

SUBJECT: **RESOLUTION FOR GRANT FUNDS FOR THE ENVIRONMENTAL CLEANUP, TIER 1 GRANT PROGRAM UNDER THE ORANGE COUNTY LOCAL TRANSPORTATION ORDINANCE NO. 3 FOR THE CITY OF PLACENTIA CATCH BASIN SCREEN INSERT PROJECT PHASE 5**

FISCAL

IMPACT: EXPENSE: \$200,000 PROPOSED PROJECT COST
REVENUE: \$160,000 OCTA M2 ENVIRONMENTAL CLEANUP TIER 1 GRANT
\$25,000 CALRECYCLE USED OIL PAYMENT PROGRAM FUNDS
\$10,000 REFUSE FUND
\$5,000 GENERAL FUND

The grant application amount totals \$160,000, which requires a 20% matching contribution from the City. Staff proposes to budget \$40,000 in the Fiscal Year 2018-19 Capital Improvement Program Budget utilizing the funding sources noted above for the City's required match.

SUMMARY:

As a part of complying with the City's National Pollutant Discharge Elimination System (NPDES) Permit, the City has installed automatic retractable catch basin screens at various locations throughout the City in four separate project phases. These devices have proven to be an effective Best Management Practice (BMP) for the City in complying with its NPDES regulations. Within the next ten (10) years, the City will be required through an unfunded State mandate to retrofit the City's remaining catch basins with these devices. As part of the call for projects under the Orange County Transportation Authority's (OCTA) Environmental Cleanup Grant Program, a grant application will be submitted in the amount of \$160,000 for a fifth phase of the Catch Basin Screen Insert Project. In order to complete the grant application process, the City must adopt a resolution authorizing request for funding consideration with a commitment of local match funding.

RECOMMENDATION:

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

1. Adopt Resolution No. R-2018-XX, A Resolution of the City Council of the City of Placentia, California authorizing an application for funds for the Environmental Cleanup,

1.c.
May 1, 2018

Tier 1 Grant Program under Orange County Local Transportation Ordinance No. 3 for Catch Basin Insert Project Phase 5; and

2. Authorize the City Administrator, or his designee, to execute all documents necessary, in a form approved by the City Attorney.

DISCUSSION:

The OCTA M2 Environmental Cleanup Program (ECP) Tier 1 Grant is designed to mitigate the more visible forms of pollutants, such as litter and debris, which collect on roadways and in catch basins (storm drains) prior to being deposited into waterways. The ECP Tier 1 Grant consists of grant funding for Orange County local governments to purchase equipment and upgrades for existing catch basins and other related storm water Best Management Practices (BMPs). Examples of qualifying projects include screens, filters, and inserts for catch basins, as well as other devices designed to capture the above-mentioned pollutants. To date, seven (7) Tier 1 calls for projects have been held.

On April 7, 2015, the State Water Resources Control Board (State Water Board) adopted an amendment to the currently implemented Water Quality Control Plan for the Ocean Waters of California (Ocean Plan) and Part 1 Trash Provision of the Water Quality Control Plan for Inland Surface Waters, Enclosed Bays, and Estuaries (ISWEBE Plan). Together, they are collectively referred to as "the Trash Amendments." These Trash Amendments are intended to provide statewide consistency in regulating trash to protect aquatic life and public health and provide other beneficial uses, and to reduce environmental issues associated with trash in state waters. Trash discarded on land can be transported into gutters and storm drains and from there into creeks and rivers discharging into the ocean. The State Water Board has now defined trash to be a significant pollutant in California's waters and have made trash management in waterways a priority.

The State Water Board NPDES Permit regulating discharges into the City's storm drain system requires compliance with the Ocean Plan and these Trash Amendments. Owners and operators of municipal storm drain systems, such as the City, will have 10 years to demonstrate full compliance with the Trash Amendments by installing, operating and maintaining full capture systems for storm drains that capture runoff from priority land uses in their respective jurisdictions. Due to this unfunded State mandate, the City will be required to retrofit any remaining catch basins with these devices within the next ten years. Accordingly, Staff has been pursuing grant funding opportunities such as these to the greatest extent possible.

The City has successfully secured a total of \$491,191.50 in Tier 1 Grant funding during the Fiscal Years 2014-15, 2015-16, 2016-17 and 2017-18 grant cycles for the acquisition and installation of automatic retractable catch basin screens. The City has 563 catch basins, and a total of 338 have been retrofitted to date. If awarded funding for the proposed Phase 5 project, the City will retrofit approximately 90 additional catch basins throughout the City. After finalizing Phase 5, Staff expects that close to 75% of the City's catch basins will be in compliance with the State mandated Trash Amendments to the local storm water permit requiring devices to be installed to prevent debris from entering the City's waterways.

OCTA issued the FY 2018-19 Tier 1 call for projects between March 13 and May 18, 2018. The applications for the Tier 1 Grant Program are due on May 18, 2018. Approximately \$2.8 million is available countywide with a maximum grant amount of \$500,000 per project. Funding for this program is provided to cities in Orange County by the OCTA's Renewed Measure M (M2) ECP. This program was established to provide funding to protect Orange County beaches and waterways from urban runoff associated with transportation generated pollution. The program distributes funds on a competitive basis for the purchase and installation of BMP's to address urban runoff from public streets.

Staff will submit an application for \$160,000 in funding to complete the Phase 5 Catch Basin Inserts Project which is proposed to be matched with \$25,000 from CalRecycle Used Oil Payment Program funds, \$10,000 from the Refuse Administration Fund, and \$5,000 from General Fund. OCTA requires approval of a City Council Resolution authorizing the application before the OCTA Board of Directors can approve the funding allocation.

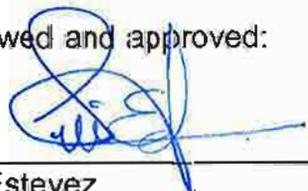
FISCAL IMPACT:

The OCTA M2 ECP Tier 1 Grant requires a 20% local match. Based on a \$160,000 grant application to OCTA under this program, Staff proposes to budget \$25,000 in CalRecycle Used Oil Payment Program Funds, \$10,000 from the Refuse Administration Fund, and \$5,000 from the General Fund in the Fiscal Year 2018-19 Capital Improvement Program Budget to meet the match requirement.

Prepared by:


Elsa Y. Robinson
Management Analyst

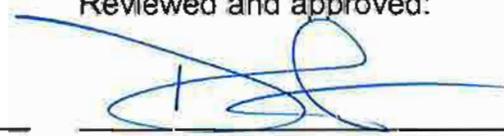
Reviewed and approved:


Luis Estevez
Director of Public Works

Reviewed and approved:


Kim Krause
Director of Finance

Reviewed and approved:


Damien R. Arrula
City Administrator

Attachment:

1. Resolution No. 2018-XX

RESOLUTION NO. R-2018-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING AN APPLICATION FOR FUNDS FOR THE ENVIRONMENTAL CLEANUP, TIER 1 GRANT PROGRAM UNDER ORANGE COUNTY LOCAL TRANSPORTATION ORDINANCE NO. 3 FOR CATCH BASIN SCREEN INSERT PROJECT, PHASE 5.

A. Recitals

(i). Orange County Local Transportation Ordinance No. 3, dated July 24, 2006, and is known and cited as the Renewed Measure M Transportation Ordinance and Investment Plan makes funds available through the Environmental Cleanup Program to help protect Orange County beaches and waterways from transportation generated pollution (urban runoff) and improve overall water quality.

(ii). The Environmental Cleanup, Tier 1 Grant Program consists of funding purchases and installation to catch basins with Best Management Practices, such as screens, filters, inserts, and other "street-scale" low flow diversion projects.

(iii). OCTA has established the procedures and criteria for reviewing proposals; and

(iv). The City of Placentia possesses authority to nominate water quality improvement projects that have a transportation pollution nexus to finance and construct the proposed project; and

(v). The City Council of the City of Placentia hereby authorizes the nomination of the Catch Basin Inserts Project Phase 5 including all understandings and assurances contained therein, and authorizes the person identified as the official representative of the City of Placentia to act in connection with the nomination and to provide such additional information as may be required; and

(vi). The City of Placentia will maintain and operate the equipment acquired and installed; and

(vii). The City of Placentia will give OCTA's representatives access to and the right to examine all records, books, papers or documents related to the funded Tier 1 Grant Project; and

(viii). The City of Placentia will cause work on the project to be commenced within a reasonable time after receipt of notification from OCTA and that the project will be pursued to completion with reasonable diligence; and

(ix). The City of Placentia shall comply, as applicable, with provisions of the California Environmental Quality Act, the National Environmental Policy Act, the American with Disabilities Act, and any other federal, state, and/or local laws, rules, and/or regulations; and

(xi). The City of Placentia must include all projects funded by Net Revenues in the seven-year Capital Improvement Program as part of the Renewed Measure M Ordinance eligibility requirement; and

(xii). The City of Placentia authorizes a formal amendment to the seven-year Capital Improvement Program to add projects approved for funding upon approval from the Orange County Transportation Authority Board of Directors; and

(xiii). The City of Placentia will provide a minimum of 20% in matching funds for the Catch Basin Insert Project, Phase 5 as required by the Orange County Comprehensive Transportation Funding Programs Guidelines.

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 hereby authorizes the City Administrator as the official representative of the City of Placentia to accept funds for the Environmental Cleanup, Tier 1 Grant Program for the Catch Basin Inserts Project, Phase 5.
3. The City of Placentia, agrees to fund its share of the project costs and any additional costs over the identified programmed amount.

APPROVED and ADOPTED this 1st day of May 2018.

Chad P. Wanke, 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 held on the 1st day of May 2018 by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

Patrick J. Melia, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: MAY 1, 2018

SUBJECT: **AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT WITH RBI TRAFFIC INC.**

FISCAL
IMPACT:

EXPENSE:	\$140,000	
REVENUE:	\$ 14,000	FY 2017-18 OPERATING BUDGET
	\$ 84,000	FY 2018-19 OPERATING BUDGET
	\$ 42,000	FY 2019-20 OPERATING BUDGET

SUMMARY:

In December 2017, the City entered into a Professional Services Agreement with RBI Traffic Inc. (RBI) for traffic engineering services for a not-to-exceed amount of \$24,960. This action would increase the contract amount for additional temporary traffic engineering services until December 31, 2019. Costs associated with the contract services would be paid utilizing salary savings derived from the vacant Traffic Engineer position.

RECOMMENDATION:

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

1. Approve Amendment No. 1 to Professional Services Agreement with RBI Traffic Inc. for an additional not-to-exceed amount of \$140,000; and
2. Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

DISCUSSION:

In addition to providing maintenance services to the community, the Public Works Department (Department) is also responsible for designing and constructing capital improvement projects, supporting the Development Services Department by performing reviews on a wide variety of development projects, and providing traffic engineering services to other City departments and the community at large.

For over the past five years, the Department has provided traffic engineering services through the use of professional consultants. In 2014, the City's agreement with the previous traffic

1.d.
May 1, 2018

engineering consultant expired. The City underwent a competitive proposal process and awarded a contract to Albert Grover & Associates (AGA) to provide traffic engineering services. On December 16, 2014, the City entered into a professional services agreement with AGA, which expired on December 15, 2017. In order to maintain the highest level of service to both the residential and business community, the City entered into an agreement with RBI Traffic, Inc. (RBI) for the duration of the recruitment for a full-time Traffic Engineer. As a sub-consultant to AGA, RBI has provided the City with excellent service, competent traffic engineering assistance and analysis for more than two years. RBI offered the City the same level of service with cost savings through a reduced hourly rate of \$120 versus the \$140 hourly rate offered by AGA.

As part of Fiscal Year (FY) 2017-18 Operating Budget, a full-time Traffic Engineer position was approved in the City's position allocation plan. To date, the City has undertaken two (2) recruitment efforts to fill this position. Employment offers were extended to the top candidates who ultimately declined them to take positions with other agencies. As a result, Staff is recommending an amendment to the City's existing contract with RBI to allow for continuity in delivering traffic engineering services to the community until such time as the department vacancy is filled.

The recommended action will approve an amendment to the professional services agreement to increase the contract amount for an additional not-to-exceed \$140,000 and extend the term end date to December 31, 2019. This would allow for the completion of the recruitment, hiring, and training process for the permanent staff position. No other terms of the original agreement or compensation has been changed.

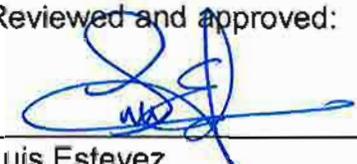
FISCAL IMPACT:

The amendment with RBI is for an additional not-to-exceed amount of \$140,000. The hourly rate paid under this agreement is \$120. Funding for these professional services is included in the FY 2017-18 Public Works Department Budget and will be included in the proposed FY 2018-19 Operating Budget.

Prepared by:


Elsa Y. Robinson
Management Analyst

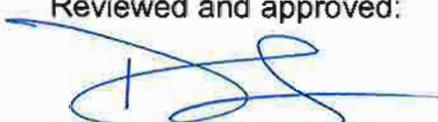
Reviewed and approved:


Luis Estevez
Director of Public Works

Reviewed and approved:


Kim Krause
Director of Finance

Reviewed and approved:


Damien R. Arrula
City Administrator

Attachment:

Amendment No. 1 to Professional Services Agreement with RBI Traffic Inc.

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
PROVISION OF TRAFFIC ENGINEERING SERVICES WITH RBI TRAFFIC INC.**

This Amendment No. 1 ("Amendment") to Professional Services Agreement is made and entered into effective the 1st day of May, 2018, by and between the CITY OF PLACENTIA, a Charter City and Municipal Corporation ("CITY"), and RBI TRAFFIC INC., a California S Corporation (hereinafter "CONSULTANT"). CITY and CONSULTANT are sometimes hereinafter individually referred to as "Party" and or collectively referred to as the "Parties."

A. Recitals.

(i). CITY and CONSULTANT entered into a Professional Services Agreement ("Agreement") effective December 16, 2017 through which CONSULTANT has been providing professional services as more fully explained in the Scope of Services attached to the Agreement as Exhibit "A."

(ii). The Parties now seek to amend the Agreement to increase the contract amount by an additional \$140,000 from \$24,960 to \$164,960 and extend the termination date of the Agreement to December 31, 2019.

(iii). All legal prerequisites to the making of this Amendment have occurred.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

B. Amendment to Agreement.

1. Section 2, Paragraph 1 of the Agreement is hereby amended to read as follows:

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed One hundred Sixty-Four, Nine Hundred Sixty Dollars (\$164,960.00).

2. Section 4, Paragraph 1 of the Agreement is hereby amended to read as follows:

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 24 months, ending on December 31, 2019, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

3. Except as specifically modified herein, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

4. The Agreement, all amendments together with this Amendment No. 1 and all Exhibits attached thereto, constitutes the entire Agreement between the Parties and supersedes all prior negotiations, arrangements, representations, and understandings, if any, made by or between

the Parties with respect to the subject matter hereof. No amendment or other modification of the Agreement, as modified by this Amendment No. 1 shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

5. Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Amendment No. 1 and that such execution is binding upon the entity for which he or she is executing this document.

IN WITNESS WHEREOF, the Parties have caused Amendment No. 1 to the Consulting Services Agreement are to be executed as of the day and year first above written.

CONSULTANT

CITY OF PLACENTIA

By: _____
William J, Beardsley III, T.E.
Consultant

By: _____
Damien R. Arrula
City Administrator

ATTEST:

By: _____
Patrick J. Melia,
City Clerk

APPROVED AS TO FORM:

By: _____
Christian L. Bettenhausen
City Attorney



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF COMMUNITY SERVICES

DATE: MAY 1, 2018

SUBJECT: **AWARD OF CONTRACT TO SPECTRATURF INC. FOR PLAYGROUND RUBBERIZED SURFACING REPAIRS AT KRAEMER AND MCFADDEN PARKS**

FISCAL EXPENSE: \$30,965
IMPACT: REVENUE: \$30,965 (ST. JUDE GRANT)

SUMMARY:

On April 3, 2018, the City Council approved a \$5,000 increase to the St. Jude Grant funds for Fiscal Year 2017-18. This increase is an addition to the initial \$26,000 Restricted Project Grant Agreement with St. Jude Hospital now totaling \$31,000, for the completion of repairs to the playground rubberized surfacing at Kraemer and McFadden Parks.

Staff solicited competitive bids from three (3) qualified vendors for playground rubberized surfacing repairs at Kraemer and McFadden Parks. From the bids received the lowest responsive, reasonable bid was submitted by SpectraTurf Inc. (SpectraTurf) in the amount of \$30,965. Staff recommends that City Council award the contract to SpectraTurf for this project.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Approve a Public Works Agreement with SpectraTurf Inc. for the repair of playground rubberized surfacing at Kraemer and McFadden Parks in the amount of \$30,965, from the St. Jude Grant funds in the Fiscal Year 2017-18 budget; and
2. Authorize the City Administrator, or his designee, to execute all necessary documents, in a form approved by the City Attorney.

DISCUSSION:

The existing playground surfacing at Kraemer and McFadden Parks are missing large pieces and are in a dilapidated state of disrepair. Repair of the surfacing at both parks would create a safer play environment for the children using the equipment and would also reduce maintenance costs. At McFadden Park, two hundred thirty (230) linear feet of edge repair will be completed to ensure that the existing rubberized surfacing will be flush with the surrounding concrete, therefore eliminating a potential tripping hazard. In addition, a total of one thousand four hundred (1,400)

1.e.
May 1, 2018

square feet of surfacing will be repaired using a ½ inch patch material to repair missing sections of the damaged rubberized surfacing.

Similarly, at Kraemer Park, one hundred eighty (180) linear feet of edge repair will be completed to ensure that the existing rubberized surfacing will be flush with the surrounding concrete. A total of one thousand four hundred fifty (1450) square feet of 1½ inch material and one thousand seven hundred (1700) square feet of ½ inch material will be used to repair the sections of the existing damaged and missing surfacing.

Staff solicited bids from three (3) qualified vendors for this work and their bid amounts are noted below.

Company	Bid Amount
SpectraTurf Inc.	\$30,965.00
Play Max	\$59,057.23
Game Time	\$91,081.20

Based on a review and evaluation of the bids received, Staff recommends that City Council award a Public Works Agreement to SpectraTurf based in Corona, California, in the amount of \$30,965.

FISCAL IMPACT:

St. Jude Grant funds will be utilized for this project. No General Fund monies will be used.

Prepared by:


Veronica Ortiz
Community Services Supervisor

Reviewed and approved:


Sandra J. Gonzalez
Director of Community Services

Reviewed and approved:


Kim Krause
Director of Finance

Reviewed and approved:


Damien R. Arrula
City Administrator

Attachments:

1. St. Jude Hospital Restricted Project Grant Agreement
2. Public Works Agreement with SpectraTurf Inc.

St. Jude Hospital
Restricted Project Grant Agreement
City of Placentia
Grant Number 201806

This Restricted Project Grant Agreement ("Agreement") upon execution on behalf of Grantee, City of Placentia or City in the spaces provided for signature will evidence City's agreement and commitment to the City as follows:

I. Grantee's Status

This grant is specifically conditioned upon City's status as an eligible grantee of St. Jude Hospital ("Hospital") in accordance with this section. City warrants and represents that it is a public organization. City will notify the Hospital immediately of any actual or proposed change in tax status.

II. Purposes of Grant

To prevent and reduce obesity by assisting the City in supporting residents to increase physical activity and eat healthier.

This grant is made only for the specific charitable purposes described in the Agreement as part of the Hospital's community benefit program. The grant funds may not be used for any other purpose without prior written approval from the Hospital.

III. Use of Grant Funds and Mutual Expectations

These grant funds will be used as follows:

1. Hospital will provide \$15,000 to hire consultant/staff to identify potential grant opportunities that will enhance physical activity and nutrition education in low-income neighborhoods. The City agrees to establish an interdepartmental head committee to review and prioritize grant opportunities, selecting a minimum of three grants to submit for funding. The consultant/staff will write and submit three grants based on the interdepartmental head committee recommendations.
2. The above mentioned interdepartmental committee shall also oversee the implementation of the Placentia "Healthy Eating Active Living Resolution" to become a "Fit" City designation. City will work with the "Let's Get Healthy" committee to pass a policy or ordinance that promotes healthy nutrition and increased physical activity thereby helping to create a culture of health in the city.
3. Hospital will provide up to \$31,000 for the City to repair rubberized surfacing at the McFadden (\$13,500) and Kraemer (\$17,500) Parks. This will increase the safety at the parks and increase the physical activity opportunity for children, teens and adults at two targeted low-income neighborhoods. The City shall be responsible for site preparation, installation and maintenance of the resurfacing.
4. Hospital will provide \$5,000 for the City to contract with a consultant to create two brochures. Each brochure will provide two color-coded walking

and fitness equipment workout routes for Kraemer and McFadden Parks. The City will identify the walking and fitness routes at each of the parks by painting the color coded routes on the park walking trail/fitness station locations. The City will promote the Walking/Fitness Routes and Brochures at the Community Centers, City Hall, Library, Senior Centers, School Districts and on the City Website.

5. Hospital will provide \$8,000 grant funding to assist with the purchase of solar heating for the McFadden pool, which would provide the following benefits:
 - Year round (12 months vs 3 months) enjoyable physical activity through public lap swim, and year round courses for Mommy and Me, Senior exercise, and other aqua aerobics for the residents.
 - Aquatic classes would be offered targeting all demographics within the City including mothers and new babies, fitness enthusiasts, men and women of all ages, and children.
 - Year round swim classes would provide increased employment to existing staff members.
6. Hospital will provide up to \$5,000 for 50/50 Match Scholarship for Parks and Recreation Child/Teen City Sports League Fees. Matching fee can be obtained from local Business/Philanthropy organizations in an effort to provide low income children/teens increased opportunity for physical activity and participation in team sports.
7. Partner with Placentia Community Collaborative on the "Get Healthy Placentia" Campaign by either designating City staff or commissioners to work with the collaborative or establish a subcommittee of the Parks and Recreation or Planning Commission.
8. City will provide a Mid-Year and Final Project Report to Hospital documenting the use of funds and Project progress and will participate in the initiative evaluation that is being done by California State University Fullerton.

IV. Amount of Grant

\$32,000 payable upon receipt of this executed Agreement and the remaining amount after the mid-year report is received and if adequate progress is documented.

V. Period of Grant

Grant funds are to be applied to expenses incurred for the period July 1, 2017 to December 31, 2018 unless otherwise agreed upon in writing by the Hospital and the City.

VI. Terms and Conditions of Grant

City agrees that the grant is subject to the following conditions:

- A. Expenditure of Grant Funds
1. Use of Funds. City must spend the grant funds only for the purposes described above.
 2. Prohibited Uses. City shall not use any of the funds from this grant in a manner inconsistent with Section 501 (c) (3) of the Code, including:
 - a. carrying on propaganda, or otherwise attempt to, influence legislation,
 - b. influencing the outcome of any specific public election,
 - c. carrying on directly or indirectly any voter registration drive.
 - d. inducing or encouraging violations of law or public policy
 - e. causing any private inurement or improper private benefit to occur.
- B. Return of Funds. City shall return to the Hospital any unexpended grant funds under the following conditions:
1. If the Hospital, in its reasonable discretion, determines that the City has not performed in Accordance with this Agreement; or
 2. Any portion of the funding is not used for grant purposes.
- C. Records, Audits. Funds provided by the Hospital shall be accounted for in the City's books and records. The City shall retain original substantiating documents related to restricted grant expenditures and make these records available for the Hospital's review upon request. The Collaborative reserves the right, upon written notice, to audit the City's books and records relating to the expenditure of any funds provided by the Hospital as a restricted grant.
- D. Reports. City shall make a written report to the Hospital by July 15, 2018 for the period 1/1/18-7/15/18 and by January 15, 2019 for the full term of the grant reporting on the grants submitted and their status, progress toward HEAL Fit City designation, pump installation at Whitten Pool, progress of playground rubberized replacement repairs at McFadden and Kraemer Parks, creation of walking routes/fitness workout brochures and park identifiers at McFadden and Kraemer Parks, number of 50/50 Scholarships awarded to children/teens for city sports team fees and an estimate of the number of residents using McFadden and Kraemer parks and Whitten Pool.
- E. Budgets. Expenditures of grant funds must be made substantially in accordance with the grant budget, which is attached as Exhibit A. Any material changes from the budget must be approved in advance by the Hospital.

M. Entire Agreement; Amendments and Modifications. This Agreement constitutes the entire agreement of the parties with respect to its subject matter supersedes any and all prior written or oral agreements or understandings with respect to the subject matter hereof. This Agreement may not be amended or modified, except in writing signed by both parties.

N. Governing Law. This Agreement shall be governed by the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties herto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

VII. Acceptance of Agreement

The Hospital reserves the right to withhold or suspend payments of grant funds if the City fails to comply strictly with any of the terms and conditions of this Agreement.

If this Agreement correctly sets forth your understanding and acceptance of the arrangements made regarding this grant, please countersign and return to the Hospital.

GRANTEE

Accepted on behalf of City of Placentia by:

Authorized Signature

Damien R. Arrula

Printed Name

Date

City Administrator

Title

Accepted on behalf of St. Jude Hospital by:



Authorized Signature

Katie Gonzalez

Printed Name

1/30/2018

Date

CFO

Title

Exhibit A

**Grant Number 201806
Budget**

Budget Item	Amount
Grant writing consultant to identify opportunities for increased physical activity and nutrition education in Placentia	\$15,000
Playground resurfacing (replace damaged rubberized surfacing) McFadden Park \$11,000 Kraemer Park \$15,000	\$31,000
Assist with purchase of Solar Heating for McFadden Pool	\$8,000
Creation of Brochures for Kraemer and McFadden Walking/fitness Routes (2-color coded) and identify routes with painted stencils at each park	\$5,000
50/50 Matching Scholarship for Child/Teen City Sports Team Fees	\$5,000
TOTAL EXPENSES	\$64,000

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**CITY OF PLACENTIA
PUBLIC WORKS AGREEMENT FOR
SPECTRATURF**

THIS AGREEMENT (herein "Agreement"), is made and entered into this 1st day of May, 2018 by and between the CITY OF PLACENTIA, a municipal corporation and charter city, (herein "City") and SPECTRATURF INC. (herein "Contractor"). The parties hereto agree as follows:

WITNESSETH:

A. WHEREAS, City requires the construction of rubberized surfacing repair at McFadden and Kraemer Park playgrounds as set forth more fully in this Agreement.

B. WHEREAS, Contractor represents to City that Contractor is qualified to perform said work and has submitted a proposal to City for the same.

C. WHEREAS, City desires to have Contractor perform said services on the terms and conditions set forth herein.

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, City and Contractor hereby agree as follows:

1.0 DEFINITIONS

1.1 Definitions. As used in this Agreement, the following definitions shall be applicable:

- (a) Contractor. Contractor shall mean SpectraTurf Inc. a California corporation located at 555 S Promenade Ave, Suite 103 Corona, CA 92879.
- (b) City. City shall mean the City of Placentia, a Municipal Corporation and Charter City, located at 401 E. Chapman, Placentia, California 92870.
- (c) City Council. City Council shall mean the City Council of the City of Placentia.
- (d) Contract Officer shall mean the person designated by the City Administrator or City Engineer of City and shall have the duties set forth in Section 5.2.

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- (e) **Services.** Services shall mean the services to be performed by the Contractor pursuant to this Agreement.
- (f) **Satisfactory.** Satisfactory shall mean satisfactory to the City Administrator or his/her designee.

2.0 SERVICES OF CONTRACTOR

2.1 **Scope of Services.** In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended.

2.2 **Documents Included in Contract.** This contract consists of this Agreement and any Exhibits, which are incorporated herein by this reference. In the event of an inconsistency, the terms of this Agreement shall govern.

2.3 **Compliance with Law.** All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered, including but not limited to, the claims procedure set forth in Public Contract Code Section 9204, a summary of which is attached to this agreement as Exhibit "E."

2.4 **Licenses, Permits, Fees and Assessments.** Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement, including registration with the Department of Industrial Relations of the State of California as required by Labor Code Section 1725.5 before commencing performance under this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder. Contractor shall be responsible for all subcontractors' compliance with this Section 2.4.

2.5 **Familiarity with Work.** By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

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2.6 Standard of Performance. Contractor, its subcontractors and their employees, in the performance of Contractor's work under this Agreement shall be responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures used in the Contractor's field.

Any costs for failure to meet the foregoing standard or to correct otherwise defective work that requires re-performance of the work, shall be borne in total by the Contractor and not by the City. The failure of a project to achieve the performance goals and objectives stated in this Agreement is not a basis for requesting re-performance unless the work conducted by Contractor and/or its subcontractors is deemed by the City to have failed the foregoing standard of performance.

In the event Contractor fails to perform in accordance with the above standard:

1. Contractor will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of City. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Contractor shall work any overtime required to meet the deadline for the task at no additional cost to the City;
2. The City shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible; and
3. The City shall have the option to direct Contractor not to re-perform any task which was not performed to the reasonable satisfaction of the City Project Manager pursuant to application of (1) and (2) above. In the event the City directs Contractor not to re-perform a task, the City shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of the City's right to reimbursement.

Nothing contained in this section is intended to limit any of the rights or remedies which the City may have under law.

2.7 Care of Work. The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

2.8 Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other. Contractor shall require all subcontractors to comply with the provisions of this agreement.

2.9 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum as set forth in Section

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3.1, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of twenty five percent (25%) or less of the Contract Sum, or in the time to perform of one hundred eighty (180) days or less may be approved by the Contract Officer. Any increases, taken either separately or cumulatively, that result in the Contract Sum exceeding \$25,000 must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

2.10 Prevailing Wage Laws. Contractor represents and warrants that it is registered with the Department of Industrial Relations pursuant to SB 854 and Labor Code 1725.5. Contractor shall ensure that its subcontractors comply with said requirements. In accordance with Labor Code Section 1770 et seq., the Director of the Department of Industrial Relations of the State of California has ascertained a general prevailing rate of wages, which is the minimum amount, which shall be paid to all workers employed to perform the work pursuant to this Agreement. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is hereby incorporated by reference into this Agreement. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor must forfeit to the City Twenty Five Dollars (\$25.00) a day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. Contractor is required to post a copy of such wage rates at all times at the contract site. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contractor also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by California Labor Code Section 1770 et. seq., including Section 1776. Contractor shall comply with all statutory requirements relating to the employment of apprentices.

3.0 COMPENSATION

3.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of Thirty Thousand Nine Hundred Sixty Five Dollars (\$30,965) (herein "Contract Sum"), except as provided in Section 2.9. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

3.2 Progress Payments. Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized statement of all labor and materials incorporated into the work during the preceding month and the portion of the contract sum applicable thereto. Upon approval in writing by the Contract Officer, payment shall be made in thirty (30) days. City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security. Refer to Section 8.4 of this Agreement for retention of funds.

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4.0 PERFORMANCE SCHEDULE

4.1 Time of Essence. Time is of the essence in the performance of this Agreement.

4.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "B", and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Scope of Services may be approved in writing by the Contract Officer.

4.3 Force Majeure. The time period(s) specified in the Scope of Services for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes for the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

4.4 Term. Unless earlier terminated in accordance with Section 8.9 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the Contract Officer. Notwithstanding the foregoing, this Agreement shall terminate no later than June 20, 2018, unless the parties mutually agree in writing to extend the term.

5.0 COORDINATION OF WORK

5.1 Representative of Contractor. The following principals of Contractor are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Chris Anderson
Elizabeth Anderson

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

5.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Administrator or City Engineer of City. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval

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of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

5.3 Prohibition Against Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

5.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its subcontractors, agents or employees, performs the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, subcontractors, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its subcontractors, agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

5.5 Identity of Persons Performing Work. Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services set forth herein. Contractor represents that the tasks and services required herein will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.

5.6 Utility Relocation. City is responsible for removal, relocation, or protection of existing main or trunkline utilities to the extent such utilities were not identified in the invitation for bids or specifications. City shall reimburse contractor for any costs incurred in locating, repairing damage not caused by contractor and removing or relocating such unidentified utility facilities, including equipment idled during such work. Contractor shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

5.7 Trenches or Excavations. Pursuant to California Public Contract Code Section 7104, in the event the work included in this Agreement requires excavations more than four (4) feet in depth, the following shall apply.

- (a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site

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different from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

- (b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 2.9 of this Agreement.
- (c) That, in the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

6.0 INSURANCE, INDEMNIFICATION AND BONDS

6.1 Insurance. The Contractor and all subcontractors, if any, shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, insurance as set forth in Exhibit "C" attached hereto and incorporated herein by this reference.

Conditions:

In accordance with Public Contract Code Section 20170, the insurance of surety companies who provide or issue the policy shall have been admitted to do business in the State of California with a credit rating of A- or better.

This insurance shall not be canceled, limited in scope or coverage or non-renewed until after thirty (30) days prior written notice has been given to the Community Development Director, City of Placentia, 401 E. Chapman Ave., Placentia, California 92870.

Any insurance maintained by the City of Placentia shall apply in excess of and not combined with insurance provided by this policy.

The City of Placentia, its officers, employees, representatives, attorneys, and volunteers shall be named as additional named insureds.

Prior to commencement of any work under this contract, Contractor shall deliver to the City insurance endorsements confirming the existence of the insurance required by this contract, and including the applicable clauses referenced above.

Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signator's company affiliation and title. Should it be deemed necessary by the City, it shall be Contractor's responsibility to see that the City

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receives documentation, acceptable to the City, which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company.

If the Contractor fails to maintain the aforementioned insurance, or secure and maintain the aforementioned endorsement, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement. However, procuring of said insurance by the City is an alternative to other remedies the City may have, and is not the exclusive remedy for failure of Contractor to maintain said insurance or secure said endorsement. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which became due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.

Each contract between the Contractor and any subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 6.1.

6.2 Certificates of Insurance. Contractor shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance and endorsements shall be attached to this Agreement as Exhibit "D", and are incorporated herein by this reference.

6.3 Indemnification. Contractor shall defend, indemnify, hold free and harmless the City of Placentia, its elected and appointed officials, officers, agents and employees, at Contractor's sole expense, from and against any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising or alleged to arise from the negligent acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Agreement.

- (a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith.
- (b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors' or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom.

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- (c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel selected by City.
- (d) Contractor's duty to defend and indemnify as set out in this Section 6.3 shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

Notwithstanding the foregoing, Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City.

The Contractor's indemnification obligations pursuant to this Section 6.3 shall survive the termination of this Agreement. Contractor shall require the same indemnification from all subcontractors.

6.4 Labor and Materials and Performance Bonds. Concurrently with execution of this Agreement, Contractor shall deliver to City a labor and materials bond and a performance bond each in the sum of the amount of this Agreement, in the forms provided by the City Clerk, which secures the faithful performance of this Agreement. The bonds shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

6.5 Sufficiency of Insurer or Surety. Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. In the event the Senior Management Analyst of City ("Senior Management Analyst") determines that the work or services to be performed under this Agreement creates an increased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies required by this Section 6 may be changed accordingly upon receipt of written notice from the Senior Management Analyst; provided that the

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Contractor shall have the right to appeal a determination of increased coverage by the Senior Management Analyst to the City Council of City within ten (10) days of receipt of notice from the Senior Management Analyst.

6.6 Substitution of Securities. Pursuant to California Public Contract Code Section 22300, substitution of eligible equivalent securities for any monies withheld to ensure performance under the contract for the work to be performed will be permitted at the request and expense of the successful bidder.

7.0 RECORDS AND REPORTS

7.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

7.2 Records. Contractor shall keep, and require subcontractors to keep, such books and records (including but not limited to payroll records as required herein) as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

7.4 Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which

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Contractor informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

8.0 GENERAL PROVISIONS

8.1 Governing Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Representatives. The City Administrator or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

The Principal set forth in Section 5.1 above shall be the representative for Contractor for purposes of this Agreement, and shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

8.3 Disputes. In the event either party fails to perform its obligations hereunder, the nondefaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, so long as the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the nondefaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the nondefaulting party shall have the right, in addition to any other rights the nondefaulting party may have at law or in equity, to terminate this Agreement. Compliance with the provisions of this Section 8.3 shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

8.4 Retention of Funds. Progress payments shall be made in accordance with the provisions of Section 3.2 of this Agreement. In accordance with said section, City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security to be paid to the Contractor within sixty (60) days after final acceptance of the work by the City Council, after Contractor shall have furnished City with a release of all undisputed contract amounts if required by City. In the event there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds (per Public Contract

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Code 7107) of up to 150% of the amount in dispute. City's failure to deduct or withhold shall not affect Contractor's obligations hereunder.

8.5 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.6 Rights and Remedies. Rights and Remedies are cumulative except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.7 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.8 Liquidated Damages. Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City Five Hundred Dollars (\$500) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Scope of Services (Exhibit A) or Schedule of Performance (Exhibit B). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

8.9 Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, Contractor shall vacate any City owned property which Contractor is permitted to occupy hereunder and City may, after compliance with the provisions of Section 8.3, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of setoff or partial payment of the amounts owed the City as previously stated.

8.10 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and shall be deemed to be given when served personally or deposited in the US Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

To City: City of Placentia
401 E. Chapman Ave
Placentia, California 92870
Attn.: Sandra J. Gonzalez

Project No.

To Contractor:

SpectraTurf Inc.
555 S Promenade Ave, Suite 103
Corona, CA 92879
Attn.: Elizabeth Anderson

8.11 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.12 Conflict of Interest. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor and its officers, employees, associates and subcontractor shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

8.13 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. To the extent required by law, contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

8.14 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.15 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.16 Hiring of Illegal Aliens Prohibited. Contractor shall not hire or employ any person to perform work within the City of Placentia or allow any person to perform work required

Project No.

under this Agreement unless such person is properly documented and legally entitled to be employed within the United States.

8.17 Unfair Business Practices Claims. In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body renders final payment to the contractor without further acknowledgment by the parties. (Sec. 7103.5, California Public Contract Code).

8.18 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

8.19 PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

8.20 Cooperation. In the event any claim or action is brought against City relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require.

8.21 Legal Responsibilities. The Contractor shall keep itself informed of City, State, and Federal laws, ordinances and regulations, which may in any manner affect the performance of its services pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws, ordinances and regulations. Neither the City, nor its officers, agents, nor employees shall be liable at law or in equity as a result of the Contractor's failure to comply with this section.

8.22 Termination for Convenience. The City may terminate this Agreement without cause for convenience of the City upon giving contractor 30 days prior written notice of termination of the Agreement. Upon receipt of the notice of termination the Contractor shall cease

Project No.

all further work pursuant to the Agreement. Upon such termination by the City the Contractor shall not be entitled to any other remedies, claims, actions, profits, or damages except as provided in this paragraph. Upon the receipt of such notice of termination Contractor shall be entitled to the following compensation:

1. The contract value of the work completed to and including the date of receipt of the notice of termination, less the amount of progress payments received by contractor.

2. Actual move-off costs including labor, rental fees, equipment transportation costs, the costs of maintaining on-site construction office for supervising the mover-off.

3. The cost of materials custom made for this Agreement which cannot be used by the Contractor in the normal course of his business, and which have not been paid for by City in progress payments.

4. All costs shall not include any markups as might otherwise be allowed by any plans or specifications which were a part of the Agreement.

The provisions of this paragraph shall supersede any other provision of the Agreement or any provision of any plans, specification, addendums or other documents which are or may become a part of this Agreement. City and Contractor agree that the provisions of this paragraph are a substantive part of the consideration for this Agreement.

8.23 Responsibility for Errors. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to City, provide all necessary design drawings, estimates and other Contractor professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

8.24 Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

8.25 Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

8.26 No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

8.27 Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or

Project No.

interpretation of this Agreement.

8.28 Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

8.29 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

8.30 Funding Source Conditions – Contractor’s Obligation. Contractor acknowledges that the City may be paying for the Project by using funds it receives or will receive from various funding sources in the form of grants and/or subsidies, and the like under certain terms and conditions. Contractor acknowledges and agrees that any failure of the Contractor and/or its subcontractors to perform its obligations under the Contract, including, but not limited to, timely submitting accurate reports and records, that in any way results in the City not meeting the terms and conditions placed on the funds by the funding source, or forfeiting its entitlement to or, otherwise, not receiving, the funds, then the Contractor shall be liable to pay the City for the funds not granted to the City on the Project.

8.31 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

CITY OF PLACENTIA,
A municipal corporation and Charter City

Chad P. Wanke, Mayor

Date: _____

ATTEST:

Patrick Melia, City Clerk

Project No.

CONTRACTOR



Signature

Date: 4/17/18

Elizabeth Anderson
Name and Title

90-0198860
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Rosanna Ramirez,
Acting Director of Administrative Services/
Chief Deputy City Clerk

Date: _____

Project No.

Page 1 of 2
(Use of City Bond Form is Required)

**LABOR AND MATERIAL PAYMENT BOND
PUBLIC WORK (CALIFORNIA)**

KNOW ALL MEN BY THESE PRESENT:

WHEREAS, _____, as Principal, has entered into a contract dated _____, with the City of Placentia (Obligee) referred to and made a part hereof to perform the following work, to wit: _____ and all appurtenant work in accordance with PROJECT NO. _____, which requires Principal to file this bond to secure claims made in relation to the project.

NOW THEREFORE, we, _____, as Principal, and _____, a corporation organized under the laws of _____ and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of Placentia, as Obligee, and all sub-contractors, laborers, material persons and other persons employed in the performance of the referenced agreement, in the sum of _____ Dollars (\$ _____ .00), lawful money of the United States of America, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

If the above bounden PRINCIPAL, his or its heirs, executors, administrators, successors, assigns, or any of his or its sub-contractors, fails to pay for any materials, provisions, provender, or other supplies, or teams, implements or machinery, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor to persons named in Section 9100 or the Civil Code, thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor deducted, withheld and paid over to the Employment Development Department from the wages of employees of the contractor and sub-contractors pursuant to Section 13020 of the Unemployment Insurance Code, that the SURETY on this bond will pay the same, in an amount not exceeding the sum specified in this bond, AND ALSO, in case suit is brought upon this bond, a reasonable attorney's fee, which shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment herein rendered.

As part of the obligation secured hereby, the SURETY shall not be exonerated or released from the obligation of the bond by any change, alteration, or modification in or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme of work of improvement, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under

Project No.

any such contract or agreement, or under the bond, nor, where the bond is given for the benefit of claimants, by any fraud practiced by any person other than the claimant seeking to recover on the bond.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under the Civil Code so as to give them a right of action in a suit on this bond.

This bond is executed for the purpose of complying with the laws of the State of California and shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code of the State of California.

IN WITNESS THEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

Principal

By _____

Title

(Corporate Seal)

Principal

By _____

Title

APPROVED AS TO FORM:
/s/ Christian L. Bettenhausen
City Attorney

Project No.

Page 1 of 1
(Use of City form is required)

SUPPLEMENTAL INFORMATION TO BE COMPLETED BY PRINCIPAL

If an individual, so state. If a firm or co-partnership, state the firm and give the names of all individual co-partners composing the partnership. If a Corporation, state legal name of corporation; state also the names of the president, secretary, treasurer and manager thereof.

Spectra Systems, Inc. DBA SpectraTurf
Arthur Dodge - President, Peter Saitis - Officer
Elizabeth Anderson - Corp. Secretary

Business Address:

555 S. Promenade Ave, Suite 103
Corona, CA, 92879

Telephone Number: 951-736-3579

Date: 4-10-18

Print Name: Elizabeth Anderson
Principal

Signature: G.A. G
Title

Project No.

Page 1 of 1
(Use of City form
is required)

TAX IDENTIFICATION NUMBER

The Tax Equity and Fiscal Responsibility Act of 1982 requires the payer (City of Placentia) to report to the Internal Revenue Service taxable payments to payees.

You (as a payee) are required by law to provide us with your Taxpayer Identification Number (if an individual or partnership, your Social Security Number). If you do not provide us with your correct identification number, you may be subject to a penalty imposed by the Internal Revenue Service. The payments subject to withholdings may include, but are not limited to, interest, dividends, or other payments the City of Placentia and/or the Placentia Redevelopment Agency made to you. Other payments may include rents, royalties, commissions and fees for service of non-employees.

If you are exempt from income tax, we are still required, by law, to maintain a Tax Identification Number on file. **PLEASE PROVIDE YOUR TAX IDENTIFICATION NUMBER next to the appropriate listing below, sign, date and return to:**

CITY OF PLACENTIA FINANCE DEPARTMENT
401 E. Chapman
Placentia, CA 92870

Exempt: Yes ___ No ___ Telephone (951) 736-3579

CORPORATION: Spectra Systems DBA SpectraTurf 90-0198860

U.S.A. OR ANY AGENCIES THEREOF: _____

IRS CODE #501 TAX-EXEMPT ORGANIZATION: _____

A NON-COMMISSIONED CITY OF PLACENTIA EMPLOYEE: _____

SOLE PROPRIETOR: _____

A PARTNERSHIP: _____

OTHER: _____ (Explain)

Signature/Title: [Signature] GM Date: 4-10-18

Project No.

BID GUARANTEE
TO THE CITY OF PLACENTIA
PROJECT NO. _____

As a material inducement to the City to award the contract for Project No. _____ to SpectraTurf, the undersigned ("Guarantor") has agreed to enter into this guarantee. The Guarantor hereby unconditionally guarantees to the fullest extent allowed by law the following work included in this project: _____ ("the work").

Guarantor guarantees that the materials and equipment used by itself and its subcontractors will be free from defects and that the work will conform to the plans and specifications. Should any of the materials or equipment prove defective or should the work as a whole, or any part thereof, prove defective for any reason whatsoever (except due to intentional torts by the City), or should the work as a whole or any part thereof fail to operate properly or fail to comply with the plans and specifications, Guarantor will, at the City's sole election: 1) reimburse the City, upon written demand, for all of the City's expenses incurred replacing or restoring any such equipment or materials, including the cost of any work necessary to make such replacement or repairs; or 2) replace any such defective material or equipment and repair said work completely, all without any cost to the City. Guarantor further guarantees that any such repair work will conform to the plans and specifications for the project. This guarantee will remain in effect for five years from the date on which the contracted for work is accepted for use by the City.

Guarantor understands and agrees that the City shall have the unqualified option to make any replacements or repairs itself or to have such replacement, repair, performed by the undersigned. The City shall have no obligation to consult with Guarantor before the City proceeds to perform any repair, replacement, or work itself. If the City elects to have Guarantor perform said repair, replacement, or work, Guarantor agrees that the repair, replacement, or work shall be performed within 15 days after receipt of a written demand from the City.

If the City elects to perform the replacement, repairs itself, Guarantor agrees to make reimbursement payment within 15 days after receipt of a written demand for payment from the City.

If the Guarantor fails or refuses to comply with this guarantee, the City shall be entitled to all costs and expenses, including attorneys and expert fees, reasonably incurred by reason of Guarantor's failure or refusal.

Guarantor

Date: 4-10-18

Contractor: SpectraTurf

By: Elizabeth Anderson

Title: G.M.

Project No.

STATEMENT OF NON COLLUSION BY CONTRACTOR

The undersigned who submits herewith to the City of Placentia a bid or proposal does hereby certify:

- a. That all statements of fact in such bid or proposal are true;
- b. That such bid or proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
- c. That such bid or proposal is genuine and not collusive or sham;
- d. That said bidder has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of Placentia or of any other bidder or anyone else interested in the proposed procurement;
- e. Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal;
- f. Did not in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else;
- g. Did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member agent thereof, or to any individual or group of individuals, except to the City of Placentia, or to any person or persons who have a partnership or their financial interest with said bidder in his business.
- h. Did not provide, directly or indirectly to any officer or employee of the City of Placentia any gratuity, entertainment, meals, or anything of value, whatsoever, which could be objectively construed as intending to invoke any form of reciprocation or favorable treatment.
- i. That no officer or principal of the undersigned firm is related to any officer or employee of the city by blood or marriage within the third degree or is employed, either full or part time, by the City of Placentia either currently or within the last two (2) years.
- j. That no officer or principal of the undersigned firm nor any subcontractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any state or federal antitrust law in connection with the bidding upon award of, or performance of, any public work contract, with any public entity, within the last three years.

I certify, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and that this certification was executed:

On 4-10-18 at Corona California.

Firm SpectraTurf

Street 555 S. Promenade Ave #103

City Corona State CA Zip 92879



(Signature)

Elizabeth Anderson - Gm.

(Print Name & Title)

Project No.

EXHIBIT A
SCOPE OF SERVICES



SpectraTurf Inc
 555 S Promenade Ave, Suite 103
 Corona CA 92879

Phone: (800)875-5788
 Fax: (951)734-3630

Quote Number: 51586

QUOTE

<p>Quote To:</p> <p>City Of Placentia 401 E Chapman Avenue Placentia CA 92870</p> <p>Phone: 714-993-8134</p>	<p>Date: 3/1/2018 Expires: 5/30/2018 Project: Kraemer Memorial Park - Placentia, CA</p> <p>Sales Person: House</p>
---	--

Description:

*INCLUDES PREVAILING WAGES.
 SCOPE OF WORK:
 1. Provide & install 180 Linear feet of seperated edge repairs
 2. Provide & install 1450 SF of 1.5" thick SBR cushion layer over existing surfacing
 3. Provide & install 1700 SF of new 1/2" thick EPDM wear layer
 New wear layer to be 50% Blue / 50% Black mixed with standard aromatic resin
 See final page of proposal for full terms & exclusions.*

United States Dollar

Line	Part	Description	Order Qty	Unit Price	Ext Price
1	SYS-001	System, SpectraPour	1.00 SF	\$17,527.00	\$17,527.00

Subtotal	\$17,527.00
Total Charges	\$0.00
Total	\$17,527.00

PROPOSAL ACCEPTANCE

ACCEPTANCE: By signing below, I agree to the above proposal as well as the terms outlined in this agreement on page 2. I am duly authorized by _____ to approve and accept this proposal as stated.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____ TITLE: _____

COMPANY NAME: _____ BILLING CONTACT: _____

ADDRESS: _____

PHONE: _____ FAX: _____ EMAIL: _____

Issue all Purchase Orders, Contracts, and payments to **SPECTRATURE**. Send ALL completed forms back to your SpectraTurf Sales Representative: Alex Stout

Thank you for considering SpectraTurf on this project.



SpectraTurf Inc
555 S Promenade Ave, Suite 103
Corona CA 92879

Phone: (800)875-5788
Fax: (951)734-3630

Quote Number: 51586

QUOTE

TERMS AND CONDITIONS

See product specifications for detailed product and installation information. Product specifications are available from your Sales Representative. Material samples will be provided upon request.

1. Quote is based on the information provided here within and is subject to change based on final installation unless otherwise indicated in writing. Any changes or additions to this proposal will affect pricing.
2. The price quoted applies to any quantity equal or less to that quoted or less than the thickness noted on page 1. If the area to be surfaced is larger or requires thicker material, we will require a change order for the additional square footage or thickness. We do not proceed without a signed change order.
3. All thicknesses noted on Page 1 are to be installed at a uniform thickness throughout the entire playground area, unless otherwise noted.
4. Contractor/Owner is to provide a minimum 3 week notice for the commencement of the safety surfacing installation.
5. In the event that a change in thickness, square footage, color or color percentage is requested, a revised proposal and/or purchase order will be required before installation can begin.
6. Changes to the proposed scope not agreed to here within or separately in writing may result in additional charges in the form of a change order. Work cannot commence until the Change Order is fully executed.
7. Installation crew chief will act as out on-site representative, but is not able to bind the company to any agreements, including verbal. All decisions are to be made by authorized office personnel only.
8. Project completion time must be extended, regardless of the extension allowed by owner, due to any delays caused by unacceptable weather conditions and/or temperatures, or delays by Owner, Contractor, or any other sub-contractors not under the direct control of SpectraTurf.
9. ANY additional site work not included here within, including sub-base, is the responsibility of the owner.
10. We provide a brief visual inspection of the of the sub-base. There is no testing we can do to ensure the base was done correctly. Proceeding with installation of surfacing does not constitute acceptance of the sub-base.
11. Job site access must be at a maximum of 25' for trucks and mixer, with no stairs. Irrigation, sprinkler, and/or water systems must be shut off 24 hours before installation and remain off for 48 hours after installation is completed.
12. Additional charges for downtime/stand-by may be assessed in the event that installation is delayed due to site not being ready as scheduled or if the installation is interrupted for reasons other than those related to weather or general public emergencies.
13. Security during installation through turnover of project to owner, is the responsibility of the Owner/General Contractor
14. Any excess material at the job site upon completion is the property of SpectraTurf.
15. Installations scheduled after 90 days of proposal acceptance may be subject to price adjustments.
16. Scheduling and crew deployment is subject to weather conditions.
17. Warranties will NOT be issued until payment is received.
18. Terms of Payment are COD, unless otherwise negotiated.

INSTALLATION EXCLUSIONS, unless otherwise noted in Project Notes on page 1.

Permit/Licensing
 Builders Risk Insurance
 Excavation and Site Work Preparation
 Third Party Insurance (OCIP, etc.)
 Third Party Playground Inspection
 Fees for TEXTURA or similar
 Hoisting & Lowering of material & equipment to above ground level locations

Prevailing / Davis Bacon Wages
 Union Fees (PLA/PSA Contracts)
 Design /Engineering
 Post-installation Fall Height/Attenuation Testing
 Temp Fencing/Security
 HOA Additionally Insured

Demolition
 Play Area Drainage
 Waste/Dumpsters
 Rooftop Installations
 Extended Warranty
 Payment & Performance Bonds
 (Add 1.5%, if required)

INITIALS



SpectraTurf Inc
555 S Promenade Ave, Suite 103
Corona CA 92879

Phone: (800)875-5788
Fax: (951)734-3630

Quote Number: 51587

QUOTE

<p>Quote To:</p> <p>City Of Placentia 401 E Chapman Avenue Placentia CA 92870</p> <p>Phone: 714-993-8134</p>	<p>Date: 3/1/2018 Expires: 5/30/2018 Project: McFadden Park - Placentia, CA</p> <p>Sales Person: House</p>
---	--

Description:

*INCLUDES PREVAILING WAGES.
SCOPE OF WORK:
1. Provide & install 230 Linear feet of seperated edge repairs
2. Patch misc holes in existing surfacing as required
3. Provide & install 1400 SF of new 1/2" thick EPDM wear layer
New wear layer to be 50% Blue / 50% Black mixed with standard aromatic resin
See final page of proposal for full terms & exclusions.*

United States Dollar

Line	Part	Description	Order Qty	Unit Price	Ext Price
1	SYS-001	System, SpectraPour	1.00 SF	\$13,118.00	\$13,118.00

Subtotal	\$13,118.00
Total Charges	\$0.00
Total	\$13,118.00

PROPOSAL ACCEPTANCE

ACCEPTANCE: By signing below, I agree to the above proposal as well as the terms outlined in this agreement on page 2. I am duly authorized by _____ to approve and accept this proposal as stated.

SIGNATURE: _____ **DATE:** _____

PRINTED NAME: _____ **TITLE:** _____

COMPANY NAME: _____ **BILLING CONTACT:** _____

ADDRESS: _____

PHONE: _____ **FAX:** _____ **EMAIL:** _____

Issue all Purchase Orders, Contracts, and payments to **SPECTRATURF**. Send ALL completed forms back to your SpectraTurf Sales Representative: Alex Stout

Thank you for considering SpectraTurf on this project.



SpectraTurf Inc
555 S Promenade Ave, Suite 103
Corona CA 92879

Phone: (800)875-5788
Fax: (951)734-3630

Quote Number: 51587

QUOTE

TERMS AND CONDITIONS

See product specifications for detailed product and installation information. Product specifications are available from your Sales Representative. Material samples will be provided upon request.

1. Quote is based on the information provided here within and is subject to change based on final installation unless otherwise indicated in writing. Any changes or additions to this proposal will affect pricing.
2. The price quoted applies to any quantity equal or less to that quoted or less than the thickness noted on page 1. If the area to be surfaced is larger or requires thicker material, we will require a change order for the additional square footage or thickness. We do not proceed without a signed change order.
3. All thicknesses noted on Page 1 are to be installed at a uniform thickness throughout the entire playground area, unless otherwise noted.
4. Contractor/Owner is to provide a minimum 3 week notice for the commencement of the safety surfacing installation.
5. In the event that a change in thickness, square footage, color or color percentage is requested, a revised proposal and/or purchase order will be required before installation can begin.
6. Changes to the proposed scope not agreed to here within or separately in writing may result in additional charges in the form of a change order. Work cannot commence until the Change Order is fully executed.
7. Installation crew chief will act as out on-site representative, but is not able to bind the company to any agreements, including verbal. All decisions are to be made by authorized office personnel only.
8. Project completion time must be extended, regardless of the extension allowed by owner, due to any delays caused by unacceptable weather conditions and/or temperatures, or delays by Owner, Contractor, or any other sub-contractors not under the direct control of SpectraTurf.
9. ANY additional site work not included here within, including sub-base, is the responsibility of the owner.
10. We provide a brief visual inspection of the of the sub-base. There is no testing we can do to ensure the base was done correctly. Proceeding with installation of surfacing does not constitute acceptance of the sub-base.
11. Job site access must be at a maximum of 25' for trucks and mixer, with no stairs. Irrigation, sprinkler, and/or water systems must be shut off 24 hours before installation and remain off for 48 hours after installation is completed.
12. Additional charges for downtime/stand-by may be assessed in the event that installation is delayed due to site not being ready as scheduled or if the installation is interrupted for reasons other than those related to weather or general public emergencies.
13. Security during installation through turnover of project to owner, is the responsibility of the Owner/General Contractor
14. Any excess material at the job site upon completion is the property of SpectraTurf.
15. Installations scheduled after 90 days of proposal acceptance may be subject to price adjustments.
16. Scheduling and crew deployment is subject to weather conditions.
17. Warranties will NOT be issued until payment is received.
18. Terms of Payment are COD, unless otherwise negotiated.

INSTALLATION EXCLUSIONS, unless otherwise noted in Project Notes on page 1.

Permit/Licensing
 Builders Risk Insurance
 Excavation and Site Work Preparation
 Third Party Insurance (OCIP, etc.)
 Third Party Playground Inspection
 Fees for TEXTURA or similar
 Hoisting & Lowering of material & equipment to
 above ground level locations

Prevailing / Davis Bacon Wages
 Union Fees (PLA/PSA Contracts)
 Design /Engineering
 Post-installation Fall Height/Attenuation Testing
 Temp Fencing/Security
 HOA Additionally Insured

Demolition
 Play Area Drainage
 Waste/Dumpsters
 Rooftop Installations
 Extended Warranty
 Payment & Performance Bonds
 (Add 1.5%, if required)

INITIALS

Project No.

EXHIBIT B
SCHEDULE OF PERFORMANCE

SCHEDULE OF PERFORMANCE

Contractor will provide rubberized surfacing repairs per the following schedules:

1. Kraemer Park
 - Install 6/4/18 – 6/6/18
 - Cure 6/7/18 – 6/10/18

2. McFadden Park
 - Install 6/7/18 – 6/11/18
 - Cure 6/12/18 – 6/15/18

Overall project start date is June 4, 2018. Completion date is June 15, 2018.

Project No.

EXHIBIT C
INSURANCE REQUIREMENTS

Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain the insurance listed below. Any requirement for insurance to be maintained after completion of the work shall survive this agreement.

CITY reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this agreement.

A. Workers Compensation & Employers Liability Insurance

- Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- Employers Liability with limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- The policy shall include a written waiver of the insurer's right to subrogate against CITY.
- Required Evidence Of Coverage:
 1. Subrogation waiver endorsement; and
 2. Properly completed Certificate of Insurance.

B. General Liability Insurance

- Commercial General Liability Insurance no less broad than Insurance Services Office (ISO) form CG 00 01.
- Coverage shall be on a standard occurrence form. Claims-Made forms are not acceptable without prior written consent. Modified, limited or restricted Occurrence forms are not acceptable without prior written consent.
- Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each project. The required

Project No.

limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance. If contractor maintains higher limits than the specified minimum limits, CITY requires and shall be entitled to coverage for the higher limits maintained by contractor.

- Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by CITY. Contractor is responsible for any deductible or self-insured retention and shall fund it upon CITY'S written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving CITY.
- Coverage shall be continued for one (1) year after completion of the work.
- CITY shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the contractor. CITY shall continue to be an additional insured for completed operations for (1) year after completion of the work.
- The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard ("f" definition of insured contract in ISO form CG 00 01, or equivalent).
- The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- The policy shall cover inter-insured suits and include a "Separation of Insureds" or "severability" clause which treats each insured separately.
- The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against all persons or entities that are, or are required to be, additional insureds.
- The policy shall not contain a Contractors' Warranty or other similar language which eliminates or restricts insurance because of a subcontractor's failure to carry specific insurance or to supply evidence of such insurance.

Project No.

- Required Evidence of Coverage:
 1. Copy of the additional insured endorsement or policy language granting additional insured status;
 2. Copy of the endorsement or policy language indicating that coverage applicable to the additional insureds is primary and non-contributory;
 3. Properly completed Certificate of Insurance; and
 4. Completed and signed Agent/Broker Questionnaire with supporting documentation as required.

C. Automobile Liability Insurance

- Minimum Limit: \$1,000,000 combined single limit per accident.
- Coverage shall apply to all owned, hired and non-owned vehicles.
- CITY shall qualify as an insured.
- Required Evidence of Coverage:
 1. Copy of the endorsement or policy language indicating that CITY is an insured; and
 2. Properly completed Certificate of Insurance.

D. Contractors Pollution Liability Insurance

- Minimum Limits: \$1,000,000 per Pollution Incident; \$1,000,000 Aggregate;
- Coverage shall apply to pollution incidents at or from any location at which Contractor is performing work under this agreement.
- Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it shall be approved in advance by CITY. Contractor is responsible for any deductible or self-insured retention and shall fund it upon CITY written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving CITY.
- CITY shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the Contractor.

Project No.

Additional insured status shall continue for one (1) year after completion of the work.

- The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them.
- If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of work.
- The insurance shall be continued for one (1) year after completion of the work. If the insurance is on a Claims-Made basis, the continuation coverage may be provided by: (a) renewal of the existing policy; (b) an extended reporting period endorsement; or (c) replacement insurance with a retroactive date no later than the commencement of the work.
- Required Evidence of Coverage:
 1. Copy of the additional insured endorsement or policy language granting additional insured status;
 2. Copy of the endorsement or policy language indicating that coverage for the additional insureds is primary and non-contributory;
 3. Properly completed Certificate of Insurance.

E. Surety Bonds

- Bid bond.
- Performance and payment bonds for the entire contract price.
- The surety must be authorized to issue these bonds in the State of California.

F. Standards for Insurance Companies

- Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

Project No.

G. Documentation

- The Certificate of Insurance shall include the following reference:
[Rubberized surfacing repair at McFadden and Kraemer Park playgrounds]
- The name and address for Additional Insured endorsements and Certificates of Insurance is: City of Placentia
- Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- Current Evidence of Coverage shall be provided for the entire required period of insurance.
- Upon written request, certified copies of required insurance policies shall be provided within thirty (30) days.

Project No.

EXHIBIT D

CERTIFICATES OF INSURANCE AND ENDORSEMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/05/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. One Towne Square, Suite 1100 Southfield, MI 48076 Attn: DetroitGroupCaptive.certrequest@marsh.com		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:															
00102 - GAWU-18-19 INSURED Spectratul, Inc 555 S Promenade Ave, Suite 103 Corona, CA 92879		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER C : American Zurich Insurance Company</td> <td>40142</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Company	16535	INSURER B : Travelers Property Casualty Company of America	25674	INSURER C : American Zurich Insurance Company	40142	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :																	
INSURER E :																	
INSURER F :																	

COVERAGES **CERTIFICATE NUMBER:** CHI-008942623-01 **REVISION NUMBER:** 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		GLO6510655-22	04/01/2018	04/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BAP6510656-22	04/01/2018	04/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		ZUP-10N3281A-18-NF	04/01/2018	04/01/2019	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A	WC6510646-22 Does not apply to the Monoprotistic States (ND, OH, WA, and WY), Puerto Rico, or the Virgin Islands	04/01/2018	04/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The City of Placentia, its elected and appointed boards, officers, officials, agents, employees, and volunteers are included as additional insured for general liability and auto liability as required by written contract or written agreement, per policy terms and conditions. Insurance is primary and non-contributory where required by written contract. Waiver of subrogation applies to general liability, auto liability, and workers' compensation in favor of the certificate holder where required by written contract.

CERTIFICATE HOLDER

City of Placentia
 Attn: City Administrator
 401 E Chapman
 Placentia, CA 92870

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
 of Marsh USA Inc.

John C Hurley

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Project No.

EXHIBIT E
CLAIMS PROCEDURE

SUMMARY OF PUBLIC CONTRACT CODE § 9204

The following procedure will apply to any claims by the Contractor on the City:

A "claim" is a separate demand on the City by a contractor on a public works project and sent by registered mail or certified mail with return receipt requested, for one or more of the following:

- A time extension, including relief from penalties for delay
- Payment by the City of money damages under the terms of the contract
- Payment of an amount that is disputed by the City

Initial Review

The claim must be supported by appropriate documentation. The City has 45 days within which to review the claim and provide the contractor with a written statement identifying the disputed and undisputed portions of the claim. If the City does not issue a written statement, the claim is deemed rejected in its entirety. The City will pay any undisputed portion of the claim within 60 days of issuing the statement.

Meet & Confer

If the contractor disputes the City's written response, or if the City does not issue one, the contractor may request in writing an informal conference to meet and confer for possible settlement of the claim. The City will schedule the meet and confer conference within 30 days of this request and provide a written statement identifying the remaining disputed and undisputed portions of the claim within 10 business days of the meet and confer. The City will pay the undisputed portion within 60 days of issuing this statement.

Mediation

With respect to any disputed portion remaining after the meet and confer, the City and contractor will submit the matter to nonbinding mediation, agree to a mediator within 10 business days after issuing the written statement, and share mediation costs equally. If mediation is unsuccessful, then the terms of the public works agreement and applicable law will govern resolution of the dispute.

Miscellaneous Provisions

Amounts not paid by the City in a timely manner bear interest at 7% per annum. Subcontractors may submit claims via this procedure through the general contractor. The City and contractor may waive the requirement to mediate, but cannot otherwise waive these claim procedures.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: CHIEF OF POLICE

DATE: MAY 1, 2018

SUBJECT: REPLACEMENT PURCHASE OF MOBILE DATA COMPUTERS

FISCAL

IMPACT: EXPENSE: \$48,864.38
REVENUE: \$48,864.38 TRAFFIC OFFENDER FUNDS
NO GENERAL FUND DOLLARS WILL BE UTILIZED FOR THIS PURCHASE

SUMMARY:

The Police Department has utilized mobile data computers (MDC's) to allow officers to communicate with the dispatch center, as well as obtain important data information from the Records Management System (RMS) and the Computer-Aided Dispatch (CAD) system. The use of MDC's has greatly improved an officer's ability to retrieve and submit data from the field without having to go through dispatch. The existing MDC's have been in use for the last five (5) years 24 hours a day, seven (7) days a week, and have exceeded their useful life expectancy. Three (3) competitive quotes were obtained for the purchase of new MDC's and DuraTech USA, Inc. was the lowest responsible and responsive bidder. This action approves the purchase of twelve (12) new MDC's to replace the units that have reached their recommended end of life cycle.

RECOMMENDATION:

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

1. Approve the purchase of replacement MDC's and necessary equipment and configuration with DuraTech USA, Inc. for an amount not-to-exceed \$48,864.38; and
2. Approve Resolution No. R-2018-XX, A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2017-18 in compliance with City Charter of the City of Placentia §§1206 and 1209 pertaining to appropriations for actual expenditures; and
3. Authorize the City Administrator and/or his designee, to execute all the necessary documents, in a form approved by the City Attorney.

1.f.
May 1, 2018

DISCUSSION:

The MDC is a vital communication tool between Dispatch and the officers. It provides necessary information pertinent to the police officer's safety when responding to a call or conducting routine activities during their shift. Currently, the Police Department has a total of fourteen (14) Getac V110 MDC's that were purchased over five (5) years ago and are assigned to each patrol vehicle. The average lifespan of an MDC is three (3) to five (5) years and the existing MDC's are starting to break down. Based on the age of the technology within existing MDC's, Staff believes that it is no longer cost effective for the City to maintain these units and is recommending their replacement.

The Police Department's patrol vehicles are already fitted with the necessary accessories to deploy and support the Getac V110 rugged laptop (docking stations, power supplies, and exterior antennas). Getac, which is based out of Irvine, manufactures rugged notebooks, rugged tablets, and rugged handheld devices for military, police, fire, utility, insurance, and field-service customers. Purchasing an updated version of the model the Police Department currently utilizes will minimize IT configuration time and will not require the purchase of additional and costly mounting hardware. The V110 has been a dependable solution and Getac's close proximity to the City allows for quick warranty repair and expeditious technical support.

The new CAD/RMS system (Mark43), purchased in July of 2017, goes live in May 2018. This upgrade requires each officer in the field to have a stable platform in which to communicate with the system during their daily activities like never before.

As such, three (3) competitive quotes were obtained from local Getac Authorized Resellers. DuraTech USA, Inc. was the lowest responsible and responsive bidder. They were also able to deliver twelve (12) MDC's, whereas the other vendors were only able to deliver eleven (11).

FISCAL IMPACT:

The proposed resolution amending the Fiscal Year 2017-18 budget is presented for City Council consideration to allocate \$48,864.38 of Traffic Offender Funds for this purchase. No General Fund dollars will be used for the purchase of the MDC's.

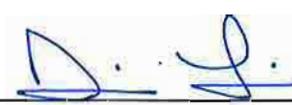
Prepared by:



4/26/18

David Radomski
Police Sergeant

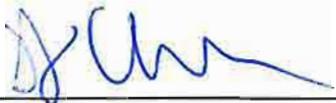
Reviewed and approved:



4-26-18

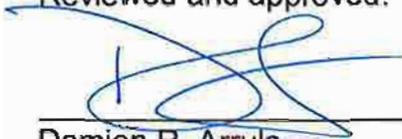
Darin Lenyi
Chief of Police

Reviewed and approved:



Henry Chao
Senior Accountant II

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Resolution R-2018-XX
2. Quote from CDCE, Inc.
3. Quote from DuraTech USA, Inc.
4. Quote from Golden Star Technologies, Inc.

RESOLUTION NO. R-2018-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2017-18 IN COMPLIANCE WITH CITY CHARTER OF THE CITY OF PLACENTIA §§ 1206 AND 1209 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES.

A. Recitals.

(i). The adopted budget for the 2017-18 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). City Charter of the City of Placentia § 1206 authorizes the City Council to amend or supplement the budget by motion adopted by the affirmative votes of at least three members so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenues not included in the budget. All other 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 2017-18, Resolution No. R-2017-35, is hereby amended to reflect the following expenditure of funds from the Account specified to the Account specified:

Fund	Description	Department	GL Account	Amount	Type
Traffic Offender Fund	Machinery & Equipment	Police	513047-6840	48,864.38	Expense
Traffic Offender Fund	Unassigned Fund Balance	Police	0051-3001	(48,864.38)	Fund Balance

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

PASSED, ADOPTED and APPROVED this 1st day of MAY 2018.

Chad P. Wanke, 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 1st day of May, 2018 by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

Patrick J. Melia, City Clerk

APPROVED AS TO FORM:

Christian Bettenhausen, City Attorney

CDCE, Inc.
 22641 Old Canal Road
 Yorba Linda, CA 92887



Sales Quote

Telephone: 800-373-5353

Sales Quote No.	111480
Customer No.	CIPLACENPD
Customer PO #	

Bill To

City of Placentia Police Department
 Attn: Accounts Payable
 401 E Chapman Ave
 Placentia, CA 92870

Contact: Julie Kennicutt
 Telephone: 714-993-8191

Ship To

City of Placentia Police Department
 Attn: Accounts Payable
 401 E Chapman Ave
 Placentia, CA 92870

Contact: Dave Radomski
 Telephone: 714-993-8191

Order Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
3/30/2018	Drop Ship	Yorba Linda		NET 30
Entered By		Salesperson	Ordered By	
Kevin Canter		Kevin Canter	Dave Radomski	
Order Quantity	Approve Quantity	Item Number / Description	Unit Price	Extended Price
11	11	VG-41TRKAGHBS V110G4 GUSA, Intel Core i7-7500U, 11.6" + Webcam, Win10 Pro + 16GB RAM, OPAL 256GB SSD, Sunlight Readable LCD+Touchscreen, Membrane Backlit KBD + Fingerprint +Rear Camera Wifi+BT+GPS+Gobi+Pass, Hard Handle (V110), RFID, Dual batteries, TPM 2.0, Low Temp -21°C, IP65, 3 Year Warranty	4,020.00	44,220.00
11	11	FEE-100001 Recycle Fee for Monitors 4"-15" ** This Quote is good for 60 days ** Approved By: _____ <input type="checkbox"/> Approve All Items & Quantities	5.00	55.00

Print Date	03 /30/2018
Print Time	11:52:51AM
Page No.	1 of 1

Subtotal	44,275.00
Freight	275.00
7.750 % Sales Tax	3,427.05
Order Total	47,977.05

Printed by: Kevin Canter

OP30200 GETAC



Prepared by:
Golden Star Technology
 Min Joo
 (562) 345-8700
 Fax (562) 345-8701
 mjoo@gstes.com

Prepared for:
City of Placentia
 401 E. Chapman Ave
 Placentia, CA 92870
 David Radomski
 dradomski@placentia.org

Quote Information:
Quote #: 030603
 Version: 1
 Quote Date: 03/30/2018
 Expiration Date: 04/26/2018

Hardware

Line	Item	Description	Price	Qty	Ext. Price	Taxable
1	VG41TRKAGH8S	GETAC : V110G4, i7-7500U, 11.6+Webcam, Win10+16GB, OPAL 256GB SSD, SR LCD+TS, Backlit KBD+Camera, Wifi+BT+GPS+Gobi+Pass, Hard Handle, RFID, Dual batteries, TPM 2.0, Low Temp - 21C, IP65, 3 Year Warranty	\$4,171.00	11	\$45,881.00	<input checked="" type="checkbox"/>

Subtotal: \$45,881.00

E-Waste 2017

Line	Item	Description	Price	Qty	Ext. Price	Taxable
1	E-Waste-4-14	More than 4 inches but less than 15 inches	\$5.00	11	\$55.00	<input type="checkbox"/>

Subtotal: \$55.00

Quote Summary

Description	Amount
Hardware	\$45,881.00
E-Waste 2017	\$55.00

Subtotal: \$45,936.00

Tax: \$3,555.78

Total: \$49,491.78

TERMS AND CONDITIONS

All prices and descriptions are subject to change without notice.

THIS PRICE LIST IS A QUOTATION ONLY AND IS NOT AN ORDER OR OFFER TO SELL. No contract for sale will exist unless and until a purchase order has been issued by you and accepted by Golden Star Technology Inc. ("GST"). Acceptance by GST of any offer is expressly conditioned

12881 166th Street
Cerritos, CA 90703
www.gstes.com
(562) 345-8700



upon your assent to the Terms and Conditions of Sale set forth in GST's invoices.

The prices contained in this list may not be relied upon as the price at which GST will accept an offer to purchase products unless expressly agreed to by GST in writing. Products quoted were selected by GST based on specifications available at the time of the quotation, and are not guaranteed to meet bid specifications. Product specifications may be changed by the manufacturer without notice. It is your responsibility to verify product conformance to specifications of any subsequent contract. All products are subject to availability from the manufacturer. The freight costs listed are estimates. Shipping costs may vary based on time of purchase, quantity ordered, shipment carrier and warehouse sourced. Actual shipping costs will be calculated during shipment and will be reflected on your invoice. For hardware product(s), manufacturer warranty will begin upon physical delivery of the hardware products(by) by the customer or GST warehouse. For software product(s), the manufacturer warranty will begin upon electronic or physical receipt of the software product(s) by you or GST.

GST is not responsible for compliance with regulations, requirements or obligations associated with any contract resulting from this quotation unless said regulations, requirements or obligations have been passed to GST and approved in writing by an authorized representative of GST.

Customer Signature

Date



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: DIRECTOR OF FINANCE
DATE: MAY 1, 2018
SUBJECT: **AMENDMENT NO. 4 TO PROFESSIONAL SERVICES AGREEMENT WITH IRWIN BORNSTEIN**

FISCAL
IMPACT: EXPENSE: NOT-TO-EXCEED AMOUNT: \$30,000
BUDGETED: FY 2017-18 (\$20,000) Finance Department Budget (Salary Savings)
FY 2018-19 (\$10,000) to be Included in Finance Department
Professional Services Budget

SUMMARY:

In January 2017 the City entered into a Professional Services Agreement with Irwin Bornstein for assistance with financial consulting services. This action would extend the timeline for additional temporary financial consulting services until June 30, 2019. Costs associated with the contract services would be paid for utilizing savings derived from the salary savings from Finance full-time positions that were vacant for the majority of the 2017-18 Fiscal Year.

RECOMMENDATION:

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

1. Approve Amendment No. 4 to Professional Services Agreement with Irwin Bornstein to extend the contract and for an additional not-to-exceed amount of \$30,000; and
2. Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

DISCUSSION:

In order to assist with Finance Department operations and provide high level professional financial support during the City's recovery process, the City entered into an agreement with Irwin Bornstein to provide temporary financial consulting services.

The proposed updated scope of work with Irwin Bornstein would provide for services through the month of June 2019. The additional services include a continuing review of the overall financial condition of the City including cash projections, managing the citywide annual fee study, implementing a new budgeting program and assisting with the 2017-2018 annual audit. During

**1.g.
May 1, 2018**

fiscal year 2018-2019 Mr. Bornstein's services will be utilized on an as needed, on-call basis. Funding request is based on the following schedule:

May 1, 2018 – June 30, 2018

Two days per week at 8 (eight) hours per day at \$125.00 hour X 10 (ten) weeks = \$20,000

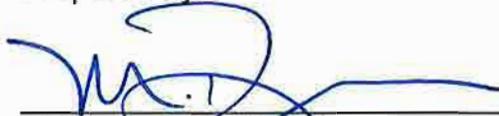
July 1, 2018 - June 30, 2019

80 (Eighty total hours) on an as needed, on-call basis = \$10,000

FISCAL IMPACT:

The amendment with Irwin Bornstein is for an additional not-to-exceed amount of \$30,000. Funding for these professional services from May 1, 2018 through June 30, 2018 are included in the Fiscal Year 2017-18 Finance Department Budget. The term of July 1, 2018 through June 30, 2019 will be budgeted in the 2018-2019 Fiscal Year budget.

Prepared by:



Matthew Reynolds
Senior Management Analyst

Reviewed and approved:



Kim Krause
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Professional Services Agreement with Irwin Bornstein
2. Amendment No. 4 to Professional Services Agreement with Irwin Bornstein

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
Irwin Bornstein**

THIS AGREEMENT is made and entered into this 31st day of January, 2017 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and Irwin Bornstein, ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide various financial consulting services to the City, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in Consultant's Proposal ("Proposal"), attached hereto as Exhibit "A" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. 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. The Consultant shall at all times observe and comply with all such laws and regulations. Officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Administrator or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. 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 and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

Consultant shall, in all solicitations and advertisements for employees placed by, or on behalf of Consultant shall state that all qualified applicants will receive consideration for employment without regard to age, race, color, religion, sex, marital status, national origin, or mental or physical disability. Consultant shall cause the paragraphs contained in this Section to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Asslgnment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense. All insurance requirements contained in this Agreement are independantly applicable to any and all subcontractors that Consultant may engage during the term of this Agreement.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and

employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A." Hourly rate of \$125.00 per hour.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City Administrator or Director of Administrative Services, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "SCOPE OF SERVICES", an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within thirty (30) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in compliance with the City Administrator's direction on scheduled needs approved by City as set forth in Exhibit "A." The Project Schedule may be amended by mutual agreement of the parties.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of approximately six months, ending on July 31, 2017, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the 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.

The City shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

- a. Be adjudged a bankrupt;
- b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;
- c. Make a general assignment for the benefit of creditors;
- d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;
- e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or
- f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Broad-form commercial general liability, in a form at least as broad as ISO form #CG 00 01 11 88, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

Neither the CITY nor any of its elected or appointed officials, officers, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by Consultant under this Agreement are adequate to protect Consultant. If Consultant believes that any such insurance coverage is insufficient, Consultant shall provide, at its own expense, such additional insurance as Consultant deems adequate.

5.2. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "B" and incorporated herein by this reference.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Administrator or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decision, which must be made by City, to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement and who shall not be changed by Consultant without the express written approval by the City. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Mr. Irwin Bornstein
Municipal Finance Consultant
28241 Crown Valley Parkway - Suite F-404
Tel: 949-910-5617 Laguna Niguel, 92677
Fax: 949-881-6123
Attn: Irwin Bornstein

IF TO CITY:

City of Placentia
401 E. Chapman
Placentia, CA 92870
Tel: 714-993-8117
Fax: 714-961-0283
Attn: Stephen Riechel
Domena Arrula

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection

with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California. Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant will have control of all work and the manner in which it is performed. Any provision in this Agreement that may appear to give the City the right to direct the Consultant to the details of doing the work or to exercise a measure of control over the work means the Consultant will follow the direction of the City as to the end results of the work only. Consultant and City shall not, at any time, or in any manner, represent that Consultant or any of its employees are in any manner agents or employees of City, nor are filling any regular City staff position. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State

Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City, but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest

statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right

or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

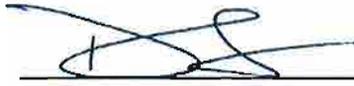
6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF PLACENTIA,
A municipal corporation



DAMIEN R. ARRULA, CITY ADMINISTRATOR

Date: 02/14/17

ATTEST:



City Clerk and ex-officio Clerk
of the City of Placentia
PATRICK J. MELIA

CONSULTANT



Signature

IRWIN B. BORNSTEIN

Name and Title

MUNICIPAL FINANCE CONSULTANT

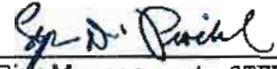
Date: 2/2/17

APPROVED AS TO FORM:


City Attorney, CHRISTIAN L. BETTENHAUSEN

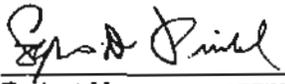
Date: 2/13/17

APPROVED AS TO INSURANCE:


Risk Management, STEPHEN D. PISCHEL

Date: 2/2/17

APPROVED AS TO CONTENT:


Project Manager, STEPHEN D. PISCHEL

Date: 2/2/17

DEPARTMENTAL APPROVAL:

N/A
Name, Title

Date: _____

EXHIBIT A

CONSULTANT'S PROPOSAL

See Attached

Irwin B. Bornstein
Municipal Finance Consultant/Interim Executive
28241 Crown Valley Parkway, Suite F-484
Laguna Niguel, CA 92677
irwi@bornsteincpa.com
Phone: (949) 910-5617
Fax: (949) 831-6123

January 30, 2017

Damien R. Arrula
City Administrator
City of Placentia
401 East Chapman Avenue
Placentia, CA 92870

Dear Mr. Arrula,

I enjoyed meeting with you, Stephen Pischel and Larry Schroeder last Tuesday to discuss your need for financial consulting services during the upcoming six month period. I would like to offer my assistance.

From our conversation, I understand that you would like the following services to be performed:

- Review overall financial condition of the City including cash projections and 2016-17 mid-year budget expenditures and revenues.
- Assist with development/oversight of 2017-18 budget preparation for both General Fund and Special Funds
- Review current internal controls and newly implemented policies and procedures and make recommendations as needed.
- Review current Economic Development measures and their potential impact on sales tax and property tax revenues.
- Review current Finance Department staffing structure for ultimate efficiency and appropriate internal controls.
- Provide recommendations to City Administrator on goals and objectives for Finance Department during calendar year 2017.

I would be available to provide these services beginning the week of January 30, 2017. My hourly rate for this work would be \$125.00. To provide all of these services during the next six months, I would estimate will require approximately 18-24 hours of work per week. I would bill monthly for work performed, by the 15th day of the following month, with payment due within 30 days of the receipt of invoice.

Damien R. Arrula
City Administrator
January 30, 2017
Page 2

Thank you for the opportunity to be of service to the City of Placentia. If you need any additional information, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "Irwin B. Bornstein", written over a horizontal line.

Irwin B. Bornstein

GEICO

GOVERNMENT EMPLOYEES INSURANCE COMPANY

Washington DC

VERIFICATION OF COVERAGE
(SEE BELOW UNDER CAUTIONARY NOTE)

INSURED

IRWIN BORNSTEIN AND ELLEN
GECHT
27788 HIDDEN TRAIL RD
LAGUNA HILLS, CA 92653-7823

Policy Number: 0948970603
Effective Date: 12-11-16
Expiration Date: 06-11-17
Registered State: CALIFORNIA

To whom it may concern:

This letter is to verify that we have issued the policyholder coverage under the above policy number for the dates indicated in the effective and expiration date fields for the vehicle listed. This should serve as proof that the below mentioned vehicle meets or exceeds the financial responsibility requirement for your state.

This verification of coverage does not amend, extend or alter the coverage afforded by this policy.

Vehicle Year: 2011
Make: CHEV
Model: VOLT
VIN: 1G1R06E408U103921

COVERAGES	LIMITS	DEDUCTIBLES
BODILY INJURY LIABILITY	\$300,000/\$300,000	
PROPERTY DAMAGE LIABILITY	\$100,000	
UNINSURED & UNDERINSURED MOTOR	\$300,000/\$300,000	
COMPREHENSIVE		\$200 DED
COLLISION		\$500 DED/WAIVER
RENTAL REIMBURSEMENT	\$35/DAY- \$1050 MA	

Lienholder Additional Insured Interested Party

CITY OF PLACENTIA
401 E CHAPMAN AVE
PLACENTIA
CA 92870

Additional Information:

If you have any additional questions, please call 1-800-841-3000.

CAUTIONARY NOTE: THE CURRENT COVERAGES, LIMITS, AND DEDUCTIBLES MAY DIFFER FROM THE COVERAGES, LIMITS, AND DEDUCTIBLES IN EFFECT AT OTHER TIMES DURING THE POLICY PERIOD. THIS VERIFICATION OF COVERAGE REFLECTS THE COVERAGES, LIMITS AND DEDUCTIBLES AS OF THE ISSUED DATE OF THIS DOCUMENT WHICH IS SHOWN UNDER "ADDITIONAL INFORMATION" OR IF AN ISSUED DATE IS NOT SHOWN, THE DATE OF THIS FACSIMILE.



GOVERNMENT EMPLOYEES INSURANCE COMPANY
 ONE GEICO PLAZA, WASHINGTON, D.C. 20076

**GEICO'S PERSONAL
 UMBRELLA POLICY
 RENEWAL DECLARATIONS**

POLICY NUMBER P 7044970

Policy Period From 12/11/18 To 12/11/17

PHC RE-CA- 10/21/18

INSURED NAME AND ADDRESS

IRWIN BORNSTEIN
 ELLEN GECHT
 27788 HIDDEN TRAIL RD
 LAGUNA HILLS CA 92653

THIS POLICY IS EFFECTIVE AT 12:01 A.M. STANDARD TIME AT THE RESIDENCE OF THE INSURED. INSURANCE IS PROVIDED WITH RESPECT TO THE FOLLOWING COVERAGES AND LIMITS SPECIFIED WHERE A PREMIUM IS STATED, SUBJECT TO ALL CONDITIONS OF THIS POLICY.

I. LIMIT OF LIABILITY	\$1,000,000		
II. RETAINED LIMIT	\$500		
III. RATING INFORMATION		IV. PREMIUM	V. MINIMUM REQUIRED LIMITS OF PRIMARY INSURANCE
AUTOMOBILE 2008 HONDA		\$ 66.00	\$ 100,000/300,000/100,000
AUTOMOBILE 1996 M BENZ		\$ 66.00	\$ 100,000/300,000/100,000
AUTOMOBILE 2011 CHEV		\$ 66.00	\$ 100,000/300,000/100,000
AUTOMOBILE 2013 TOYOTA		\$ 66.00	\$ 100,000/300,000/100,000
PRIMARY RESIDENCE 27788 HIDDEN TRAIL RD LAGUNA HILLS CA 92653		\$ 75.00	\$ 300,000
TOTAL PREMIUM		\$ 339.00	

40001704497010324012013574



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/01/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MIKE SCHEAFER LIC #0646331 1331 BAKER ST STE B COSTA MESA, CA 92626-3742	CONTACT NAME MIKE SCHEAFER PHONE (A/C, No, Ext) 714-435-0300 FAX (A/C, No) 714-435-0181 E-MAIL ADDRESS MIKE.SCHEAFER@STATEFARM.COM
INSURED BORNSTEIN, IRVIN 27748 IRIDIAN TRAIL RD LAGUNA HILLS, CA 92653-7823	INSURER A State Farm General Insurance Company INSURER B INSURER C INSURER D INSURER E INSURER F

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN EXCEEDED BY PAID CLAIMS.

INSR LINE	TYPE OF INSURANCE	AGOL BND MOD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUP (See schedule for limit endorsements) (See schedule for coverages)	Y	92-CK-M463-1	12/20/2016	12/20/2017	Each Occurrence: \$1,000,000 Aggregate: \$5,000,000 Products & Completed Operations: \$5,000,000 Personal & Advertising: \$2,000,000 Contractual Obligations: \$2,000,000
	AUTOMOBILE LIABILITY (See schedule for coverages)					Bodily Injury & Property Damage: \$1,000,000 Medical Payments: \$10,000 Uninsured Motorist: \$100,000 Property Damage: \$100,000
	UMBRELLA LIAB <input type="checkbox"/> CO-OP EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE (See schedule for coverages)					Each Occurrence: \$1,000,000 Aggregate: \$1,000,000
	WORKERS COMPENSATION EMPLOYERS LIABILITY CITY OF PLACENTIA PARTNERSHIP (EXCLUDED) (Mandatory in NH) (See schedule for coverages)	Y				Bodily Injury & Property Damage: \$1,000,000 Medical Payments: \$10,000 Uninsured Motorist: \$100,000 Property Damage: \$100,000
A	DEDUCTIBLE	Y	92-CK-M463-1	12/20/2016	12/20/2017	\$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101 Additional Remarks schedule, may be attached if more space is required)
 COVERAGE IS PROVIDED BY STATE FARM INSURANCE AN AM BEST A+ RATED COMPANY
 ADDITIONAL INSURED: CITY OF PLACENTIA

CERTIFICATE HOLDER CITY OF PLACENTIA 401 E. CHAPMAN AVE. PLACENTIA, CA 92870	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/7/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Merriwether & Williams Insurance Services License No.: 0C01378 550 Montgomery St., Suite 550 San Francisco CA 94111	CONTACT NAME: Nicole Klink PHONE (AG, Ho, Ext): (213) 258-3083 E-MAIL ADDRESS: nicole@imwis.com	FAX (AG, Ho): (213) 258-3099
	INSURER(S) AFFORDING COVERAGE	
INSURED Irwin Bornstein 27788 Hidden Trail Road Laguna Hills CA 92653	INSURER A: Allied World Surplus Lines Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 24319

COVERAGES CERTIFICATE NUMBER: CL1672509468 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSUR L	TYPE OF INSURANCE	ADJ	SUBR	INSR	WV0	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER								EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS								COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS MADE DED <input type="checkbox"/> RETENTION \$								EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below								<input type="checkbox"/> PER STAMITE <input type="checkbox"/> TOTL LER CL EACH ACCIDENT \$ CL DISEASE - EA EMPLOYEE \$ CL DISEASE - POLICY LIMIT \$
A	Professional Liability \$0 Ded.					0308-7078	7/17/2016	7/17/2017	Per Claim \$1,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROOF OF INSURANCE

CERTIFICATE HOLDER City of Placentia 401 E. Chapman Ave. Placentia, CA 92870	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Nicole Klink/NICOLE
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**AMENDMENT NO. 4 TO
PROFESSIONAL SERVICES AGREEMENT**

This Amendment No. 4 (“Amendment”) to Professional Services Agreement is made and entered into effective the 1st day of May, 2018, by and between the CITY OF PLACENTIA, a Charter City and Municipal Corporation (“City”), and IRWIN BORNSTEIN, an individual, (hereinafter “Consultant”). City and Consultant are sometimes hereinafter individually referred to as “Party” and or collectively referred to as the “Parties.”

A. RECITALS:

(i). City and Consultant entered into a Professional Services Agreement (“Agreement”) effective January 31, 2017 through which Consultant has been providing financial consulting services as more fully explained in the Agreement.

(ii). The Parties desire to amend the Agreement to provide for changes in the scope of services, term, and compensation.

(iii). All legal prerequisites to the making of this Amendment have occurred.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

B. Amendment to Agreement.

1. Section 2.1 of the Agreement is hereby amended to provide as follows:

Consultant shall be paid in accordance with the fee schedule set forth in Exhibit “A,” at the hourly rate of \$125.00 per hour not to exceed an additional Thirty Thousand Dollars (\$30,000) on an as needed, on-call basis.

2. Section 4.1 of the Agreement is hereby amended to provide as follows:

This Agreement shall commence on the Effective Date and continue through June 30, 2019, unless previously terminated as provided herein or as otherwise agreed to in writing by the Parties. The agreement may be renewed for an additional one year term upon mutual agreement of the Parties. The City Administrator has authority to execute any renewal terms on behalf of the City.

3. Except as specifically modified herein, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

4. The Agreement, all amendments together with this Amendment No. 4 and all Exhibits attached thereto, if any, constitutes the entire Agreement between the Parties and supersedes all prior negotiations, arrangements, representations, and understandings, if any, made by or between the Parties with respect to the subject matter hereof. No amendment or other

modification of the Agreement, as modified by this Amendment No. 4 shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

5. Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Amendment No. 4 and that such execution is binding upon the entity for which he or she is executing this document.

IN WITNESS WHEREOF, the Parties have caused Amendment No. 4 to the Professional Services Agreement to be executed as of the day and year first above written.

CONSULTANT

By: _____ Date: _____
Irwin Bornstein

CITY OF PLACENTIA

By: _____ Date: _____
Chad P. Wanke, Mayor

ATTEST:

By: _____ Date: _____
Patrick J. Melia, City Clerk

APPROVED AS TO FORM:

By: _____ Date: _____
Christian L. Bettenhausen, City Attorney



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: FINANCE DIRECTOR
DATE: MAY 1, 2018
SUBJECT: **AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT WITH M JACK BROOKS, JD**

FISCAL
IMPACT: NOT-TO EXCEED \$45,000
\$20,000 FY 2017-18 FINANCE DEPARTMENT BUDGET
\$25,000 FY 2018-19 FINANCE DEPARTMENT BUDGET

SUMMARY:

In December 2017 the City entered into a Professional Services Agreement with M Jack Brooks, JD for financial system computer conversion and Finance Department Special Projects as needed and approved by the City Administrator. The delay in hiring a full-time Finance Director required more than anticipated use of the consultant for the day-to-day operations of the Finance Department as well as conversion services. As a result, the "not to exceed" amount of the contract will need to be increased. Staff is also requesting to extend the term of the contract from December 31, 2018 to the end of the 2018-19 Fiscal Year, June 30, 2019.

RECOMMENDATION:

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

1. Approve Amendment No. 1 to Professional Services Agreement with M Jack Brooks, JD to extend the term of the contract to June 30, 2019 and for an additional not-to-exceed amount of \$45,000; and
2. Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

DISCUSSION:

The conversion of the City's financial software program, Superior Bi-Tech to the new version of Superior's One Solution financial software is a major, time consuming task that will require the rewriting of the City's financial chart of accounts, preparing previous data for conversation and managing a training schedule and equipment needs.

1.h.
May 1, 2018

For this task the City has contracted with M Jack Brooks, JD for conversion services because of their extensive experience with financial systems, system conversions and financial reporting knowledge. The consultant from M Jack Brooks, JD, Shally Lin, had previously served as the Interim Finance Director while the City was in the process of recruiting a new Finance Director. Because the hiring process took longer than expected, Ms. Lin was asked to monitor and assist with the day-to-day operation of the Finance Department until a Finance Director was hired. This has caused a need for additional funds to complete the software conversion process. Hours for the consultant will be as follows:

May 1, 2018 – June 30, 2018

Two days per week at 8 (eight) hours per day at \$125.00 hour X 10 (ten) weeks = \$20,000

July 1, 2018 – December 31, 2018

One day per week at 8 (eight) hours per day X 25 weeks X \$125.00 per hour = \$25,000

FISCAL IMPACT:

The amendment with M Jack Brooks, JD is for an additional not-to-exceed amount of \$45,000. Funding for these professional services from May 1, 2018 through June 30, 2018 are included in various funds in the Fiscal Year 2017-18 Budget. The term of July 1, 2018 through June 30, 2019 will be budgeted in the 2018-2019 Fiscal Year budget.

Prepared by:



Matthew Reynolds
Senior Management Analyst

Reviewed and approved:



Kim Krause
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. M Jack Brooks, JD Professional Services Agreement
2. Amendment 1 to Professional Services Agreement with M Jack Brooks, JD

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
M Jack Brooks, JD**

THIS AGREEMENT is made and entered into this 19th day of December, 2017 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and M Jack Brooks, JD, a California Sole Proprietorship ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide various financial consulting and financial system upgrade and implementation services, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in Consultant's Proposal ("Proposal"), attached hereto as Exhibit "A" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. 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. The Consultant shall at all times observe and comply with all such laws and regulations. Officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Administrator or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. 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 and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

Consultant shall, in all solicitations and advertisements for employees placed by, or on behalf of Consultant shall state that all qualified applicants will receive consideration for employment without regard to age, race, color, religion, sex, marital status, national origin, or mental or physical disability. Consultant shall cause the paragraphs contained in this Section to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense. All insurance requirements contained in this Agreement are independently applicable to any and all subcontractors that Consultant may engage during the term of this Agreement.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other

information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A." Consultant's total compensation shall not exceed Sixty-five thousand Dollars (\$ 65,000.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "SCOPE OF SERVICES", an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services. Such increase in additional fees shall be limited to 25% of the total contract sum or \$25,000 whichever is more.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence on January 8, 2018. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 12 months, ending on December 31, 2018, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. Consultant may, at any time, for any reason or no reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon City at least ten (10) days prior written notice. Upon issuing such notice, Consultant shall immediately cease all work under this Agreement. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City and/or Consultant suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the 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.

If the City is in default of its duties or obligations under this agreement, Consultant shall serve written notice of default to the City. City shall have thirty (30) calendar days after the date notice is issued in which to cure the default. The written notice shall state the manner in which City is in default, and indicate how the stated default may be cured. In the event that City fails to cure its default within the time prescribed above, Consultant shall have the right, notwithstanding any other provision of this Agreement, to cease its services and 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. Termination shall not constitute a waiver to any compensation that may be due or owing to Consultant, including any amounts involved in City's default under this agreement.

The City shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

- a. Be adjudged a bankrupt;
- b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;
- c. Make a general assignment for the benefit of creditors;

- d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;
- e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or
- f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Broad-form commercial general liability, in a form at least as broad as ISO from #CG 00 01 04 13, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by the Consultant.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, each incident for bodily injury and property damage.

- (c) Workers' compensation insurance as required by the State of California for any employee or employees of Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

Neither the CITY nor any of its elected or appointed officials, officers, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by Consultant under this Agreement are adequate to protect Consultant. If Consultant believes that any such insurance coverage is insufficient, Consultant shall provide, at its own expense, such additional insurance as Consultant deems adequate.

5.2. Endorsements. The commercial general liability insurance policy and shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Placentia, its officers, officials,

agents, employees, and volunteers.

- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Administrator or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decision, which must be made by City, to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement and who shall not be changed by Consultant without the express written approval by the City. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications

concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

M Jack Brooks, JD
1590 Adams Ave. #3483
Costa Mesa, CA 92628
Tel: 949-698-6869

Attn: M Jack Brooks

IF TO CITY:

City of Placentia
401 E. Chapman
Placentia, CA 92870
Tel: 714-993-8118

Attn: Damien R. Arrula

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California. Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification

of the City for claims, actions, complaints or suits arising out of the sole negligence or willful misconduct of the City, its elected and appointed officials, officers, agents, employees, and contractors that are not Consultant. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require, except as to claims or actions brought by Consultant against City.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees

that any such documents or information shall not be made available to any individual or organization without the prior consent of City, but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.16. Prohibited Employment. Consultant will not employ any regular employee or elected or appointed official of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be

deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this

Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

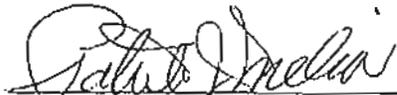
CITY OF PLACENTIA,
A municipal corporation



City Administrator, Damien Arrula

Date: 01/25/18

ATTEST:



City Clerk and ex-officio Clerk
of the City of Placentia

CONSULTANT



Signature

Date: 1-10-18

M-JACK BROOKS

Name and Title

95-2164287

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:



City Attorney

Date: 1/29/18

APPROVED AS TO INSURANCE:



Risk Management

Date: 1-24-18

APPROVED AS TO CONTENT:


Project Manager

Date: 1-10-2018

DEPARTMENTAL APPROVAL:


Name, Title Matt Reynolds,
Sr. Mgmt. Analyst

Date: 1-10-2018

EXHIBIT A

CONSULTANT'S PROPOSAL

M Jack Brooks, JD
1590 Adams Ave. #3483
Costa Mesa, CA 92628
(949) 689-6869

December 4, 2017

Mr. Damien Arrula
City Manager
City of Placentia
401 E. Chapman
Placentia, CA 92870

Dear Mr. Arrula:

Please accept this letter as M Jack Brooks, JD's proposal in response to the City of Placentia's request for financial consulting services, system implementation of OpenGov Budget Builder, and upgrade of the Superior Financial System.

Our Firm

Our staff at M Jack Brooks, JD has over 40 years of combined experience in providing financial services and financial system conversions. Our Principal Consultant, Ms. Shally Lin, has served with numerous local agencies and organizations at an executive level in Finance and Administration, and has aided over a dozen cities in implementing both full and partial system conversions for their financial systems. She has guided several agencies through very difficult financial issues and achieved numerous victories for those agencies, including reducing costs while minimizing loss of services, strengthening internal controls, increasing revenue through economic development, streamlining processes without weakening security, protecting and promoting city interests and ethical standards, and bringing cities back from the brink of bankruptcy. We offer the needed the knowledge and expertise to handle any issue that our clients face.

Scope of Services

As per our discussions, M Jack Brooks, JD is pleased to offer our services to the City of Placentia in assisting with implementation and integration of the Opengov Budget Builder and Superior Financial Systems, advising your City's senior financial staff during their transition, and implementing procedures and policies.

Specifically, it is our understanding that we will be providing services for the following projects:

1. Implementation of OpenGov Budget Builder, including assisting City staff with training and support for this implementation.
2. Upgrade and implementation of the Superior Financial System, including: migration from IFAS to ONESolution; implementation of various modules including the Cash Receipts, Employee Online, Accounts Receivable, TimeClock Plus, ONESolution Procurement Card, Fusion, and Cognos Business Intelligence modules; and assisting City staff with training and support for this upgrade.
3. Advising the new Finance Director and Senior Accountant II in transitioning into their new positions.
4. And designing and implementing policies and procedures for finance operations to improve internal controls and to ensure compliance with auditing requirements.

Our Rates

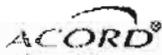
Our firm will invoice the City for all services at the rate of \$125 per hour for our services.

Additional Services

We are also available to provide additional special project services should the City require them.

Sincerely,

M Jack Brooks
Chief Executive Officer
M Jack Brooks, JD



CERTIFICATE OF LIABILITY INSURANCE

45
12/1/10

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S) AND THE REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not constitute an endorsement in favor of such endorsement(s).

Insured Hiscox Inc. (Via) Hiscox Insurance Agency in CA 120 Madison Avenue 32nd Floor New York, NY 10022 Insured M Jack Brooks, JD 8851 Seapray Dr Huntington Beach CA 92646	CONTACT NAME: PHONE: (888) 202-3007 FAX: E-MAIL: CONTACT@HISCOX.COM ADDRESS: INSURER(S) AFFORDING COVERAGE: Hiscox Insurance Company Inc INSURANCE INSURANCE INSURANCE INSURANCE
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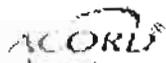
COVERAGES CERTIFICATE NUMBER. REVISION NUMBER

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE RISKS INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO ANY POLICY, THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

DESCRIPTION	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERAGE
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	UCS-1079033-CGL-17	05/17/2010	05/17/2018	EACH OCCURRENCE DAMAGE TO BODILY INJURY AND PROPERTY DAMAGE: \$ 1,000,000 MEDICAL (Any one person): \$ 5,000 PERSONAL & ADJ INJURY: \$ 1,000,000 GENERAL AGGREGATE: \$ 2,000,000 PRODUCTS, COMMODITIES: \$ 5,000,000
	<input checked="" type="checkbox"/> ANY AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> RENTAL AUTOS						COMBINED SINGLE LIMIT (Ea accident): \$ 5,000,000 BODILY INJURY (Per accident): \$ 5,000,000 PROPERTY DAMAGE (Per accident): \$ 5,000,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE: \$ 5,000,000 AGGREGATE: \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE: \$ 5,000,000 OTHER: \$ 5,000,000 DISABILITY: \$ 5,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101 Additional Remarks Screening may be attached if more space is required)
The City of Placentia, its elected and appointed officers, officials, employees, and agents are named as additional insureds. This insurance coverage is provided with a waiver of subrogation in favor of the additional insured. 30 day notice of cancellation is included subject to policy terms and conditions.

CERTIFICATE HOLDER City of Placentia 401 F. Chapman Ave Placentia, CA 92870	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR THE EXPIRATION DATE THEREOF, NOTICE WILL BE PROVIDED ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: <i>Brett A. Loder</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/17/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C, No, Ext): (080) 202-3007 E-MAIL: contact@hiscox.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company Inc INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
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COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	ADDED	COV	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADVISORY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ OTHER \$
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULE D AUTOS <input type="checkbox"/> NON-OWNED AUTOS							COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE							EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If Yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> BY OTHER EL, EACH ACCIDENT \$ EL, DISEASE - EA EMPLOYEE \$ EL, DISEASE - POLICY LIMIT \$
Professional Liability	Y			UDC-1979033-EO-17	05/17/2017	05/17/2018	Each Claim: \$ 2,000,000 Aggregate: \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The City of Placentia, its elected and appointed officers, officials, employees, and agents are named as additional insured's. This insurance coverage is primary. 30 day notice of cancellation is included subject to policy terms and conditions.

CERTIFICATE HOLDER City of Placentia 401 E. Chapman Ave Placentia, CA 92870, Attn: City Administrator	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Brett R. Lockyer</i>
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AUTO POLICY V61 3168-A01-75N

2018 TOYOTA 4RUNNER SPORT WG

Policy Details

Policy owner(s)

BROOKS, JACK

Renewal date

01/01/2018

Policy mailing address

Po Box 3483
Costa Mesa, CA 92626-3483

Liability Coverage

Bodily Injury Limits

Each Person, Each Accident

\$1,000,000 \$1,000,000

Property Damage Limit

Each Accident

\$50,000

Comprehensive Coverage - \$250 Deductible

Collision Coverage - \$1,000 Deductible

W-9

Form W-9 (Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line, do not leave this line blank.
M Jack Brooks

2 Business name/disregarded entity name, if different from above
M Jack Brooks, JD

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 (Indemnify, keep, or pay certain duties, see instructions on page 3.)
Exempt payee code (if any): _____
Exemption from FATCA reporting code (if any): _____
Payee's account number (if any): _____

5 Address (number, street, and apt. or suite no.) See instructions.
1590 Adam Ave #3483

6 City, state, and ZIP code
Costa Mesa, Ca. 92628

7 List account number(s) here (optional)

Print or type
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
____ - ____ - ____

OR
Employer identification number
9 5 - 3 1 6 4 2 8 7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below), and

a. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding, or you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA) and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part III, later.

Sign Here
Signature of U.S. person ▶ *M Jack Brooks*
Date ▶ *12-19-17*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien) to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you may be subject to backup withholding. See What is backup withholding, later.

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT**

This Amendment No. 1 (“Amendment”) to Professional Services Agreement is made and entered into effective the 1st day of May, 2018, by and between the CITY OF PLACENTIA, a Charter City and Municipal Corporation (“City”), and M Jack Brooks, JD, a California Sole Proprietorship (hereinafter “Consultant”). City and Consultant are sometimes hereinafter individually referred to as “Party” and or collectively referred to as the “Parties.”

A. RECITALS:

(i). City and Consultant entered into a Professional Services Agreement (“Agreement”) effective December 19, 2017 through which Consultant has been providing financial consulting and financial system upgrade and implementation services as more fully explained in the Agreement.

(ii). The Parties desire to amend the Agreement to provide for changes in the scope of services, term, and compensation.

(iii). All legal prerequisites to the making of this Amendment have occurred.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

B. Amendment to Agreement.

1. Section 2.1 of the Agreement is hereby amended to provide as follows:

Consultant shall be paid in accordance with the fee schedule set forth in Exhibit “A,” at the hourly rate of \$125.00 per hour not to exceed an additional Forty-Five Thousand Dollars (\$45,000) on an as needed, on-call basis.

2. Section 4.1 of the Agreement is hereby amended to provide as follows:

This Agreement shall commence on the Effective Date and continue through June 30, 2019, unless previously terminated as provided herein or as otherwise agreed to in writing by the Parties. The agreement may be renewed for an additional one year term upon mutual agreement of the Parties. The City Administrator has authority to execute any renewal terms on behalf of the City.

3. Except as specifically modified herein, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

4. The Agreement, together with this Amendment No. 1 and all Exhibits attached thereto, if any, constitutes the entire Agreement between the Parties and supersedes all prior negotiations, arrangements, representations, and understandings, if any, made by or between the Parties with respect to the subject matter hereof. No amendment or other modification of the

Agreement, as modified by this Amendment No. 1 shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

5. Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Amendment No. 1 and that such execution is binding upon the entity for which he or she is executing this document.

IN WITNESS WHEREOF, the Parties have caused Amendment No. 1 to the Professional Services Agreement to be executed as of the day and year first above written.

CONSULTANT

By: _____ Date: _____
M Jack Brooks, JD

CITY OF PLACENTIA

By: _____ Date: _____
Chad P. Wanke, Mayor

ATTEST:

By: _____ Date: _____
Patrick J. Melia, City Clerk

APPROVED AS TO FORM:

By: _____ Date: _____
Christian L. Bettenhausen, City Attorney



Proclamation

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

WHEREAS, Millions who have answered the call to arms have died on the field of battle; and

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

WHEREAS, the red poppy has been designated as a symbol of sacrifice of lives in all wars; and

WHEREAS, The American Legion Auxiliary members of Placentia Unit 277, have pledged to remind America annually of this debt through the distribution of the memorial flower.

NOW, THEREFORE, I, Chad Wanke, Mayor, of the City of Placentia, California, do hereby proclaim the month of May, 2018, as POPPY DAYS and ask that all citizens pay tribute to those who have made the ultimate sacrifice in the name of freedom by wearing the Memorial Poppy on this day.

Dated this 1st day of May 2018.

Chad P. Wanke, Mayor

ATTEST:

Patrick J. Melia, City Clerk

**1.i.
May 1, 2018**



Proclamation

WHEREAS, today's society is finding more citizens involved in motorcycling on the roads of our country; and

WHEREAS, motorcyclists are roughly unprotected and much more likely to be injured or killed in a crash than other vehicle drivers; and

WHEREAS, campaigns have helped inform riders and motorists alike on motorcycle safety issues to reduce motorcycle related injuries, and most of all, fatalities, through a comprehensive approach to motorcycle safety; and

WHEREAS, it is the responsibility of all who put themselves behind the wheel to become aware of motorcyclists, regarding them with the same respect as any other vehicle traveling the highways of this country; and it is the responsibility of riders and motorists alike to obey all traffic laws and safety rules; and

WHEREAS, urging all citizens of our community to become aware of the inherent danger involved in operating a motorcycle, and for riders and motorists alike to give each other the mutual respect they deserve.

NOW, THEREFORE, I, Chad Wanke, Mayor, of the City of Placentia, California, do hereby proclaim the month of May, 2018, as Motorcycle Safety Awareness Month and urge all motorists to join in an effort to improve safety and awareness on our roadways.

Dated this 1st day of May 2018.

Chad P. Wanke, Mayor

ATTEST:

Patrick J. Melia, City Clerk

1.j.
May 1, 2018



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF ADMINISTRATIVE SERVICES

DATE: MAY 1, 2018

SUBJECT: **PUBLIC HEARING NO. 4 REGARDING THE TRANSITION FROM AT-LARGE TO BY-DISTRICT ELECTIONS AND INTRODUCE AN ORDINANCE AMENDING THE PLACENTIA MUNICIPAL CODE TO ESTABLISH CITY COUNCIL DISTRICT BOUNDARIES**

FISCAL
IMPACT: \$84,505.87 TO DATE

SUMMARY:

In December 2015, the City received a demand letter from the Mexican American Legal Defense Education Fund ("MALDEF") alleging the City's "at-large" election system violates the California Voting Rights Act ("CVRA"). After analyzing other cities' losses under similar threats, the City entered into a settlement agreement with Joseph V. Aguirre in February 2016, which was subsequently amended ("Amended Settlement"). In compliance with the settlement agreement, at the City's General Municipal Election held November 8, 2016, a measure was placed on the ballot asking the voters of Placentia whether to amend the City Charter to require that the City Council establish five equal, geographically based districts from which Councilmembers will be elected by the residents of those districts to serve four year terms. The charter amendment was approved by 59% of the voters.

The process to transition to districts is set forth in Elections Code Section 10010. District boundary maps have been drawn by National Demographics Corporation ("NDC"), a professional demographer, in consultation with the City's Legal Counsel and City Clerk, based on criteria in the Amended Settlement, criteria in the law, and public input. Two public hearings are required prior to the maps being drawn and two public hearings are required after the maps and the proposed sequence of elections are published for a specified time period.

The schedule for the public hearings is as follows:

Public Meetings	Date
Public Hearing #1 – Council Meeting (Completed)	Tuesday, February 6, 2018
Public Hearing #2 – Council Meeting (Completed)	Tuesday, February 20, 2018
Public Hearing #3 – Council Meeting (Completed)	Tuesday, March 20, 2018
Community Forum (Completed) Location – Backs Community Building @ Kraemer Park	Wednesday, March 28, 2018

2.a.
May 1, 2018

Public Meetings	Date
Public Hearing #4 – Council Meeting Introduction of Ordinance Establishing District Boundaries	Tuesday, May 1, 2018
Public Hearing #5 – Introduction and Adoption of Emergency Ordinance Establishing District Boundaries	Tuesday, May 1, 2018
Second Reading of Ordinance Establishing District Boundaries	Tuesday, May 15, 2018

While not mandatorily required, in an effort to obtain additional public input, the City held a Community Forum on Wednesday, March 28, 2018 at the Backs Community Building at Kraemer Park to gather community input. Tonight's hearing will be the fourth of four public hearings in which the City Council will receive public comments regarding the criteria and factors that go into the drawing of maps of single-member voting districts, the composition of the districts, and other matters related to the election of members of the City Council by-district. The City Council also received input from the public regarding the content of the draft maps released on March 13, 2018 and April 12, 2018 and the proposed sequencing of elections.

The fourth public hearing was originally scheduled for Tuesday, April 17, 2018. Prior to the April 17th meeting, the City received newly-submitted maps by the deadline set for submission. In an effort to obtain additional public input and to allow additional time for the review of maps recently submitted by members of the public, the City Council continued the public hearing to May 1, 2018.

At the conclusion of Public Hearing No. 4, the City Council will vote to adopt one of the proposed district maps. The adopted district map will be attached to and incorporated in the proposed ordinance establishing district boundaries. The City Council will then introduce the ordinance establishing district boundaries and incorporating the map that the City Council adopted.

RECOMMENDATION:

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

1. Open and Conduct Public Hearing No. 4 to receive public comments regarding the draft maps; election sequencing; and the criteria and factors that go into the drawing of maps of single-member voting districts; the composition of the districts, and other matters related to the election of members of the City Council by district; and
2. Receive the Staff Report, consider all public testimony, ask questions of Staff; and
3. Vote to adopt one of the proposed district maps; and
4. Waive full reading, by title only, and introduce for first reading Ordinance No. O-2018-XX, An Ordinance of the City Council of the City of Placentia Adding Chapter 2.10 Entitled "City Council District Boundaries" and Adopting a Map Establishing the Boundaries and Identification Number of Each Electoral District; and

5. Close the Public Hearing.

DISCUSSION:

1. By-District Elections

In December 2015, the City received a demand letter from the Mexican American Legal Defense Education Fund ("MALDEF") alleging the City's "at-large" election system violates the California Voting Rights Act ("CVRA"). After analyzing other cities' losses under similar threats, the City entered into a settlement agreement with Joseph V. Aguirre in February 2016, which was subsequently amended in July 2016. The terms of the settlement agreement are that the City Council will place a Charter Amendment Measure on a Statewide General Election Ballot on or before July 1, 2016, asking voters of Placentia whether the Placentia City Charter should be amended to change from an at-large method of election to a by-district method of election with the actual district lines being established by Ordinance and requiring by-district elections for the November 2018 City Council elections and thereafter.

On November 8, 2016, voters approved Charter Amendment Measure NN by 59% thus changing Placentia City Council elections to a by-district method of election. The Amended Settlement also states that upon adoption of the Charter Amendment Measure by the voters, Placentia shall contract with a demographer to design one or more electoral maps to create at least one (1) electoral district in which Latinos constitute a majority of the citizen voting age population according to the most recently available estimates from the Census Bureau's American Community Survey. The final district map plans shall be adopted and submitted to the Orange County Registrar of Voters by the deadline for use in the November 2018 Election.

2. Term Limits

The Charter Amendment Measure placed on the ballot in November of 2016 was to repeal and replace Section 600 of the City Charter in order to provide for district-based elections of members of the City Council. Section 600 also includes the provisions concerning the term limits for members of the City Council. Due to the number of new provisions that were required, when Section 600 was amended by the voters to add the districting provisions, the entire section was repealed and replaced, including the re-adoption of the term limit provisions. The legal effect of this repeal and replacement is the resetting of the term limits as of November 2016, the date the amendment was approved by the City's electorate.

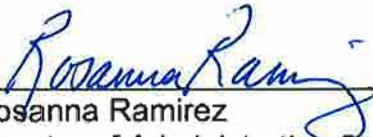
As such, Section 600 limits Council member terms to three (3) consecutive terms of office, including any portion of an unexpired term of office, commencing with terms starting on or after November 2016.

FISCAL IMPACT:

There will be a fiscal impact to the City which will consist of the following: a demographer, special legal counsel, newspaper publishing of public hearing notices for a total of five (5) languages, translation of public hearing notices and agendas into four (4) different languages (Spanish,

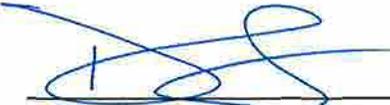
Vietnamese, Korean, and Chinese), online districting tool, and conducting a public forum for community input. The cost to date has been \$84,505.87. The final cost to the City will not be realized until the completion of the Council district boundaries in May 2018.

Prepared by:



Rosanna Ramirez
Director of Administrative Services

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Amended Settlement Agreement with Joseph V. Aguirre
2. Ballot Measure Establishing By-District Elections
3. Notice of Public Hearing No. 4 and Translations
4. Draft Map - Baldonasa 1 with Corresponding Demographic Data
5. Draft Map - Jefferson 1 with Corresponding Demographic Data
6. Draft Map - Jefferson 2 with Corresponding Demographic Data
7. Draft Map - Kirwin 1 with Corresponding Demographic Data
8. Draft Map - MALDEF 1 with Corresponding Demographic Data
9. Draft Map - Maroon with Corresponding Demographic Data
10. Draft Map - Olive with Corresponding Demographic Data
11. Draft Map - Orange with Corresponding Demographic Data
12. Draft Map - Purple with Corresponding Demographic Data
13. Draft Map - Ruiz 1 with Corresponding Demographic Data
14. Draft Map - Yellow with Corresponding Demographic Data
15. Proposed Ordinance

AMENDED SETTLEMENT AGREEMENT

This Settlement Agreement (hereinafter "Agreement") is entered into as of July 19, 2016, by and between CITY OF PLACENTIA, a California charter law municipal corporation, ("Placentia") and JOSEPH V. AGUIRRE, an individual ("Plaintiffs"). Placentia and Plaintiffs are collectively hereinafter referred to as the "Parties."

WHEREAS, Placentia currently utilizes an at-large method of electing its five city council members ("Placentia's Election System"); and,

WHEREAS, Plaintiffs allege that Placentia's Election System violates the California Voting Rights Act (the "CVRA"), and are prepared to file a lawsuit seeking to enjoin Placentia from conducting further at-large elections (the "Litigation"); and,

WHEREAS, Placentia denies that Placentia's Election System violates any provision of the CVRA or any other provision of law and asserts that Placentia's Election System is legal in all respects and further denies any wrongdoing whatsoever in connection with the manner in which it has conducted its city council elections; and,

WHEREAS, On February 23, 2016, the Parties executed a Settlement Agreement relating to the CVRA claims and potential Litigation; and

WHEREAS, Since execution of the original Settlement Agreement, circumstances have changed and the parties desire to enter into an Amended Settlement Agreement ("Amended Agreement"); and

WHEREAS, On or before July 19, 2016, the Placentia City Council will place on its agenda for action a resolution to place a City sponsored initiative measure ("Charter Amendment Measure") on the November 8, 2016 Statewide General Election Ballot asking the voters of Placentia whether the Placentia City Charter should be amended to change from an at-large method of election to a by-district method of election with the districts established by Ordinance for City Council elections following a public hearing; and,

WHEREAS, The Parties stipulate that if the Charter Amendment Measure to change the method of election does not pass based on the results of the November 2016 general election provided for herein, a second measure will be placed on the November 2018 Statewide General Election Ballot asking the voters of Placentia whether the Placentia City Charter should be amended to change from an at-large method of election to a by-district method of election with the districts established by Ordinance for City Council elections following a public hearing; and

WHEREAS, The Parties stipulate that if the Charter Measure to change the method of election does not pass based on the results of the November 2018 general election, Plaintiffs explicitly retain and do not waive their right to take legal action against Placentia under the CVRA, the Federal Voting Rights Act ("FVRA") and any and all other state and federal voting rights laws; and,

WHEREAS, The Parties now desire to settle and resolve any and all claims arising out of the Litigation; and,

WHEREAS, The Parties warrant and represent that each is the sole owner and holder of all rights, interests, and claims asserted against the other, and that each has the full right, power, and authority to settle and compromise all claims asserted in the Litigation without the consent of any other person or entity; and,

WHEREAS, The Parties acknowledge the terms of this Agreement are contractual and not merely recitals, and the Parties further acknowledge that they are bound by this Agreement and their respective obligations as set forth herein.

NOW, THEREFORE, for value received and in consideration of the mutual covenants and conditions as set forth below, the Parties agree as follows:

1. **Charter Amendment Measure to be Placed on Ballot.** On or before July 19, 2016, the City Council of Placentia ("City Council") will place on its agenda for action a resolution to place a Charter Amendment Measure on the Statewide General Election Ballot on November 8, 2016 asking whether the Placentia City Charter should be amended to change from an at-large method of election to a by-district method of election with the actual district lines being established by Ordinance and requiring by-district elections for the November 2018 City Council elections and thereafter. The City Council shall adopt the draft Charter Amendment Measure and related documents so that they are submitted to the Orange County Registrar of Voters before the deadline to place on the ballot for voters in the City of Placentia for the general election.

2. **Ballot Argument in Favor of Charter Amendment Measure.** On or before the statutory deadline for submitting arguments, the City Council shall authorize, pursuant to California Elections Code Section 9282(b), the City Council with up to five Members thereof as signatories to file jointly a written Argument in Favor of the Charter Amendment Measure. Should the City Council or any member(s) thereof determine to submit a written argument in favor of the Charter Amendment Measure, it shall be made available for public review prior to City Council action. The City Council agrees that it shall not file a ballot Argument against the Charter Amendment Measure pursuant to California Elections Code Section 9282(b). No City Council member shall sign a ballot argument or rebuttal opposing the Charter Amendment using that Member's title as a City Council Member for identification purposes in the signature block. Other than as provided in this paragraph, nothing in this Amended Agreement limits the right of any City Council Member personally to campaign for or against the Ballot measure as permitted by law.

3. **Second Ballot Measure.** If the ballot measure does not pass at the November 2016 election, on or before August 1, 2018, the City Council of Placentia ("City Council") will place on its agenda for action a resolution to place a second Charter Amendment Measure on the Statewide General Election Ballot at the November 2018 general election asking whether the Placentia City Charter should be amended to change from an at-large method of election to a by-district method of election with the actual district lines being established by Ordinance and requiring by-district elections for the November 2020 City Council elections and thereafter. The

City Council shall adopt the draft Charter Amendment Measure and related documents so that they are submitted to the Orange County Registrar of Voters before the deadline to place on the ballot for voters in the City of Placentia for the November 2018 general election.

4. **Electoral District Map.** The intent of the Parties is that the electoral map shall include one electoral district in which Latinos constitute a majority of the citizen voting age population according to the most recently available relevant estimates from the Census Bureau's American Community Survey, drawn in a manner consistent with applicable law. The boundaries of the electoral district map required by Paragraph 1 shall be drawn in accordance with the criteria set forth in the following order of priority:

- i. Districts shall contain reasonably equal total population;
- ii. Districts shall comply with applicable federal and state law, including, without limitation, the CVRA, the Constitution of the United States and of the State of California, and the federal Voting Rights Act of 1965, as amended, 52 U.S.C. §§ 10301, et seq.;
- iii. Districts shall be geographically contiguous and drawn to encourage geographic compactness; and
- iv. Districts shall be drawn with respect for geographic integrity of any neighborhood and any community of interest, including racial, ethnic, and language minorities, to the extent possible without violating the requirements of any of the preceding provisions.

5. **Process for Developing Electoral District Map.** If the Charter Amendment Measure is adopted by the voters, Placentia shall contract a demographer to design one or more electoral maps in accordance with the provisions in paragraph 4, above. The process for developing the electoral district map will include, at a minimum, two public hearings on a proposal to establish the district boundaries prior to a public hearing at which the City Council votes to approve the electoral district map. Placentia will maintain information on its website for the districting process where notices, agendas, and proposed maps, among other items, will be posted. Official required notices and agendas will be translated into all languages required under the federal Voting Rights Act.

6. **Final Approval and Adoption of District Boundaries.** If the Charter Amendment Measure passes in November 2016, then by May 1, 2018, Placentia shall approve and adopt one of the final district map plans from the draft map plans. If the Charter Amendment Measure passes in November 2018, then by May 1, 2020, Placentia shall approve and adopt of the final district map plans from the draft map plans. The City Council reserves the right to make modifications and adjustments to the map if the reason for doing so is to ensure full compliance with the requirements of either the CVRA or FVRA and related court decisions.

7. **Single-Member By-District Elections.** It is further agreed that in the November 2018 general city council member election or the November 2020 general city council member election, whichever is applicable, Placentia shall select at least two electoral districts to be filled.

Among the districts which will have council member seats filled in the first single-member by-district election, the district with the highest percentage of Latino citizen voting age population shall be designated to elect a council member.

8. **By-District Election Implementation.** Following Placentia's adoption of a final districting plan, as provided above, Placentia shall submit the district plans to the Orange County Elections Department to implement the new by-district election method in time for Placentia's November general election at which the first single-district by-district city council elections is to occur as provided above.

9. **Attorneys' Fees and Costs.** Placentia shall be solely responsible for all costs and expenses related to the creation and implementation of its by-district election plan. Placentia has previously paid to Plaintiffs' counsel the amount of \$20,000 in settlement of all costs, expenses and fees associated with the litigation prepared in this matter and avoided by the Settlement Agreement and the Amended Agreement and any activities associated with the Settlement Agreement and Amended Agreement, except for any costs and/or attorneys' fees incurred in enforcing this Amended Agreement, if any.

10. **Release.** Upon taking the actions described herein, and unless expressly reserved in this Amended Agreement, the Parties hereby release and forever discharge each other and each other's respective directors, officers, employees, attorneys, successors and assigns, from any and all claims, demands, suits, rights, actions, causes of action, expenses, interest, costs, damages, attorneys' fees, liability or obligation of any kind, whenever or however derived, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, in any way relating to or connected with the proposed Litigation.

11. **Amendments to be in Writing.** No supplement, modification, waiver or amendment with respect to this Agreement shall be binding unless executed in writing and signed by the party against whom enforcement of such supplement, modification, waiver or amendment is sought. This Amended Agreement is intended to supersede and replace the Settlement Agreement dated February 23, 2016.

12. **Integrated Agreement.** All agreements, covenants and representations, oral or written, of the Parties concerning the subject matter of this Amended Agreement are contained herein. No other agreements, covenants or representations, oral or written, have been made by any party to any other party concerning the subject matter of this Amended Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations and covenants concerning the subject matter of this Amended Agreement are merged herein. This is a fully integrated document.

13. **Further Actions.** The Parties hereto agree to execute all further and additional documents, and undertake such further acts, as shall be reasonable, convenient, necessary or desirable to carry out the provisions of this Amended Agreement, and the Parties further agree to cooperate with each other to effectuate the intent of this Amended Agreement.

14. **Prior Review by Legal Counsel.** The Parties acknowledge the opportunity that this Amended Agreement be reviewed by their respective attorneys and that it has been approved as to form. They further agree that this Amended Agreement is to be construed and interpreted without regard to the identity of the party drafting this Amended Agreement.

15. **Governing Law.** This Amended Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of California applicable to such instruments, persons, transactions and subject matter which have legal contexts and relationship solely within the State of California.

16. **Severability.** If any term or provision of this Amended Agreement, or the application thereof, to any persons or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term or provision of this Amended Agreement shall be valid and be enforced to the fullest extent permitted by law.

17. **Multiple Originals.** This Amended Agreement may be executed in multiple counterparts, each of which so fully executed counterpart shall be deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other party to this Amended Agreement is in the physical possession of the party seeking enforcement thereof.

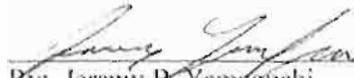
18. **Authority to Execute.** Each party hereto expressly warrants and represents that he/she/they has/have the authority to execute this Amended Agreement on behalf of his/her/their corporation, partnership, business entity, or governmental entity and warrants and represents that he/she/they has/have the authority to bind his/her/their entity to the performance of its obligations hereunder.

19. **Enforcement—Attorneys' Fees.** Should any of the Parties reasonably retain counsel for the purpose of enforcing or preventing the breach of any provision of this Amended Agreement, including but not limited to instituting any action or proceeding to enforce any provision of this Amended Agreement, the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including but not limited to reasonable attorneys' fees, costs and expenses.

IN WITNESS WHEREOF this Amended Settlement Agreement has been executed by the authorized representatives of the parties hereto.

Dated: July 19, 2016

CITY OF PLACENTIA


By: Jeremy B. Yamaguchi
Mayor

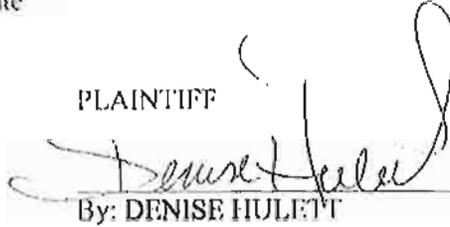
APPROVED AS TO FORM:

 7/20/16

CHRISTIAN L. BETTENHAUSEN Date
City Attorney

Dated: July 19, 2016

PLAINTIFF


By: DENISE HULETT

MEXICAN MERICAN LEGAL DEFENSE
AND EDUCATIONAL FUND

Attorney for Plaintiff
JOSEPH V. AGUIRRE

ORDINANCE NO. O-2016-05

AN ORDINANCE OF THE PEOPLE OF THE CITY OF PLACENTIA, CALIFORNIA, AMENDING SECTIONS 600 AND 601 OF THE CHARTER OF THE CITY OF PLACENTIA TO ESTABLISH BY-DISTRICT ELECTION OF COUNCIL MEMBERS.

A. Recitals.

WHEREAS, Placentia's City Charter, enacted by voters in 1965, provides for five city council members to be elected at large, with staggered terms of office, at municipal elections held on the second Tuesday in November of even numbered years; and

WHEREAS, both state and federal law have changed since the adoption of the City's Charter, requiring a variety of actions to ensure fair and equal access to the electoral system by all citizens; and

WHEREAS, the City takes special steps at each City election to ensure compliance with the federal and California Voting Rights Act, preparation and distribution of ballot materials, registration and vote-by-mail materials, and election related information in five different languages, publicizing the city elections, and promotion of registration and voting by all those eligible; and

WHEREAS, a Placentia citizen has recently raised concerns about whether the City's electoral system violates the California Voting Rights Act; and

WHEREAS, the City Council agreed to place a proposed ballot measure before the City's voters to decide whether to amend the City's Charter to provide for district voting rather than at large voting.

B. Resolution.

NOW THEREFORE THE PEOPLE OF THE CITY OF PLACENTIA, CALIFORNIA, DO ORDAIN AS FOLLOWS:

SECTION 1.

Section 600 of the Placentia Charter is repealed and replaced in its entirety with the following:

SECTION 600. Number and Term.

- A. Council Terms. There shall be a City Council consisting of five members elected from the City by district, at the times and in the manner in this Charter provided. The term of office for members of the City Council shall be four years, or in the case of an appointment or election to an unexpired term of office, the term of office shall be equal to the unexpired term of office, and until their respective successors

qualify. No person shall serve more than three consecutive terms of office as a member of the City Council, including any portion of an unexpired term of office to which such person has been appointed or elected. The term limit provisions of this section shall apply prospectively only and shall apply only to terms of office commencing on or after the date this amendment to the City Charter was approved by the City's electorate. (Amended by the electorate of the city at an election held on November 5, 2002.)

- B. Regular Election. The regular election of the City Council members shall be held on the first Tuesday, following the first Monday, in November of each even-numbered year. The candidates receiving the highest number of votes shall be elected. The term of all members shall commence at the first regular Council meeting following the certification of the election results and each member shall serve until a successor is elected and qualified. Any ties in voting shall be settled by the casting of lots. (Amended by the electorate of the city at an election held November 5, 1985.)
- C. Council Districts. The City is hereby divided into five (5) Council districts, to be determined by the City Council in any manner provided by law. Candidates for Council seats shall be nominated and elected by such district and shall be residents of such district.
- D. Changes in Boundaries of Council Districts. The boundaries of said Council districts, but not the number thereof, may be changed by ordinance adopted by the Council by a three-fifths (3/5) vote of all its members; provided, that districts established by the Council shall be as nearly equal in population and as geographically compact as practical. Boundaries shall be evaluated within at least one (1) year subsequent to the availability of the information from each decennial United States census or on another basis adopted by three-fifths (3/5) vote of the total membership of the Council; however, the Council shall not change the boundaries of districts more than once in any two-year period and no such change shall be made within the period of one hundred eighty (180) days preceding a general municipal election. The preceding limitations shall not apply to changes made necessary by changes to the City boundaries. After the Council has once exercised its power to change the boundaries of districts, these changes shall immediately be reflected in the district boundaries specified by ordinance adopted by the Council.
- E. Current Office Holders. The five members of the city council in office at the time this section takes effect shall continue in office until their terms expire.
- F. Council Elections Sequenced. The members of the Council of the second and fourth Council districts shall be elected commencing in the year 2018 to the Council seats then open, and in each fourth year thereafter. The members of the Council of the first, third and fifth Council districts shall be elected commencing in the year 2020 to the Council seats then open, and in each fourth year thereafter.

SECTION 2.

Section 601 of the Placentia Charter is repealed and replaced in its entirety with the following:

SECTION 601. Eligibility.

No person shall be eligible to hold office as a member of the City Council unless he shall be a qualified elector at the time of his nomination, and shall have been a resident of the City for at least that minimum period provided for under State law for General law cities next preceding the date of his election or appointment. Each member of the Council must also be a resident of the council district from which the member is nominated at the times the member is nominated and elected. In the event any member of the Council shall cease to be a resident of the district from which the member (or, in the case of an appointee, a predecessor) was nominated, the office shall immediately become vacant and shall be filled in the same manner as herein provided for other vacancies by a resident of that district. If a member of the Council ceases to be a resident of the district from which the member (or, in the case of an appointee, a predecessor) was nominated solely because of a change in the boundaries of any district as in this Charter provided, the member shall not lose office during that term by reason of such change. (Amended by the electorate of the city at the election held April 3, 1976; amended by Assembly Concurrent Resolution No. 96 Paragraph 1, ratified by the qualified electors of the city at a general municipal election held April 11, 1972)

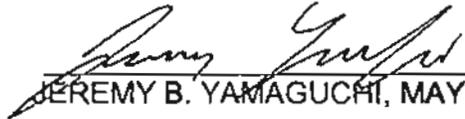
SECTION 3.

Should any section, subsection, clause or provision of this ordinance for any reason be held to be invalid, such invalidity shall not affect the validity of the remaining portions of this ordinance, it being hereby expressly declared that this ordinance, and each and every section, subsection, sentence, clause and phrase hereof would have been prepared, proposed, approved, adopted and/or ratified irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases of this ordinance be declared invalid.

SECTION 4.

After this ordinance amending the charter as provided for herein is approved by a majority vote of the voters, the Mayor and City Clerk shall certify that the charter amendment was submitted to the voters of the city and that it was approved by a majority vote. One copy of the approved charter amendment shall be filed with the County Recorder's office and one shall be kept in the City's archive. A third copy of the charter amendment shall be submitted by the City Clerk to the Secretary of State with (1) copies of all publications and notices in connection with the calling of the election; (2) certified copies of any arguments for or against the charter proposal which were mailed to the voters; (3) a certified abstract of the vote at the election on the charter amendment. The City Clerk shall certify to the passage and adoption of this ordinance and shall cause the same to be published in the manner required by law. The charter amendment approved by this Ordinance will go into effect immediately after it has been filed and accepted by the Secretary of State.

PASSED, APPROVED, AND ADOPTED by the people of the City of Placentia at the general election held on the 8th day of November, 2016.


JEREMY B. YAMAGUCHI, MAYOR

ATTEST:

PATRICK J. MELIA, CITY CLERK



I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing ordinance was passed, approved and adopted by the People of the City of Placentia at the general election held on November 8, 2016.


PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM:


CHRISTIAN L. BETTENHAUSEN, CITY ATTORNEY

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT the City Council of the City of Placentia will conduct a public hearing per Elections Code Section 10010 in the Council Chambers of the Placentia City Hall, 401 East Chapman Avenue, at 7:00 p.m., Tuesday, April 17, 2018 in which the Council will:

1. Receive comments and input from the public regarding the content of the draft maps and the proposed sequencing of elections with respect to the City's transition to a district-based election system; and
2. Introduce the ordinance establishing district boundaries for the City Council districts.

The City of Placentia currently elects its City Council Members through an "at-large" election system in which each Councilmember can reside anywhere in the City and is elected by the voters of the entire City to provide citywide representation. The City is now transitioning from an at-large election system for members of the City Council to district-based elections so as to fulfill the intent and mandates of the California Voting Rights Act.

This will be the fourth of four (4) public hearings concerning a transition from at-large Council elections to district-based Council elections. The purpose of this hearing is to receive public input regarding the content of the draft map(s) and the proposed sequence of elections and introduce the ordinance establishing district boundaries for the City Council districts. Draft maps of the proposed Council districts and the sequencing of elections have been made available starting on March 13, 2018 at the following locations:

Placentia Library, 411 E. Chapman Avenue
Placentia City Hall, City Clerk's Office, 401 E. Chapman Avenue
Whitten Community Center, 900 S. Melrose Street
On the City's website at www.placentia.org, District Elections

The public is invited and encouraged to attend the public hearings and comment on the matters described above. Due to time constraints and the number of persons wishing to give oral testimony, each speaker will be limited to five (5) minutes.

If you have any questions or wish to review material relating to this matter, please contact the City of Placentia City Clerk's Office.

Rosanna Ramirez
Acting Director of Administrative Services/Chief Deputy City Clerk
City of Placentia

Publish: Friday, April 6, 2018
Posted: Thursday, April 5, 2018

공청회 공지

플라센시아 시의회는 선거법 제 10010 조에 따라 401 East Chapman Avenue 에 위치한 플라센시아 시청 시의회 회의실에서 2018 년 4 월 17 일 화요일 오후 7 시에 다음 안건에 대한 공청회를 실시하므로 이에 공지합니다.

1. 소선거구로 전환하는 본 시의 선거구 획정 지도 내용 및 선거 순서에 대한 주민 의견을 수렴
2. 시의원 선거구 경계선을 설정하는 조례 도입

현재 플라센시아시는 “대선거구제”를 통해 시의원을 선출하고 있는데 이는 시내 어느 곳이나 시의원이 거주할 수 있도록 하며 시 전체를 대표하도록 전 도시 유권자에 의해 선출되는 체제입니다. 그러나 시는 지금부터 캘리포니아 투표권법의 취지와 권한을 실현하기 위하여 대선거구제에서 구역 기반 선거로 시의회 구성원을 선출하는 체제로 전환하게 됩니다.

이번 공청회는 대선거구제 시의회 선거에서 소선거구제 선거로 전환하는 것에 관한 네(4) 번의 공청회 중 네 번째 공청회입니다. 본 공청회의 목적은 선거구 획정 시안(들)의 내용과 제안된 선거 순서에 대한 주민 의견을 수렴하고 시의원 선거구 경계선을 설정하는 조례를 도입하기 위함입니다. 제안된 시의원 선거구 지도 시안과 선거 순서는 2018 년 3 월 13 일 이후부터 다음 장소에서 열람할 수 있게 되어있습니다.

플라센시아 도서관 (Placentia Library), 411 E. Chapman Avenue
플라센시아 시청 시 서기관 사무실, 401 E. Chapman Avenue
휘튼 지역 센터 (Whitten Community Center), 900 S. Melrose Street
시청 웹 사이트 www.placentia.org | District Election

본 공청회에는 일반 대중이 초청되었으며 참석과 함께 상기 사안에 대한 의견을 제시하시길 바랍니다. 제한적인 시간 때문에 발언을 원하시는 분께는 각각 오(5)분이라는 시간이 주어집니다.

본 사안과 연관된 자료 검토를 원하시거나 질문이 있으시면 플라센시아시 서기관 사무실에 연락하시기 바랍니다.

로사나 라미레즈 (Rosanna Ramirez)
행정 서비스국 대리 이사/ 시 서기관 보좌
플라센시아시
발행일: 2018 년 4 월 6 일 금요일
공시일: 2018 년 4 월 5 일 목요일

公開聽證會通知

特此通知，普拉森舍市議會將依照《選舉法典》第 10010 節規定於 2018 年 4 月 17 日（星期二）下午七時在普拉森舍市議會會議廳召開公開聽證會（地址：401 East Chapman Avenue），屆時市議會將：

1. 就選區草圖內容以及有關本市向分區選舉體系過渡的擬議選舉順序聽取公眾的評論和意見；以及
2. 介紹為市議會選區規定選區界限的條例。

普拉森舍市目前是透過「統一」選舉體系選舉其市議員，在該體系中，每一位市議員可居住在本市的任何地點，由全市選民選出，具有全市代表性。本市現在要從統一選舉市議員的體系向分區選舉過渡，以便符合《加州選舉權法》的意圖和規定。

本次聽證會將是就從統一市議員選舉向分區市議員選舉過渡召開的第四（4）次公開聽證會。本次聽證會的目的是就選區草圖內容及擬議的選舉順序聽取公眾意見，並介紹為市議會選區規定選區界限的條例。擬議的市議會選區草圖及選舉順序已經從 2018 年 3 月 13 日開始在以下地點供公眾審閱：

普拉森舍圖書館（Placentia Library），地址：411 E. Chapman Avenue
普拉森舍市政廳市書記官辦公室（Placentia City Hall, City Clerk's Office），地址：401 E. Chapman Avenue
惠頓社區中心（Whitten Community Center），地址：900 S. Melrose Street
本市網站：www.placentia.org, District Elections

特此邀請及鼓勵公眾出席公開聽證會，並對上述事項發表評論意見。由於時間限制及提供口頭證詞的人數限制，每位發言人發言時間不得超過五（5）分鐘。

如果您有任何疑問或希望查閱有關本事項的資料，請洽普拉森舍市書記官辦公室。

Rosanna Ramirez
行政服務部代理主任/首席代理市書記官
普拉森舍市

發佈日期：2018 年 4 月 6 日

張貼日期：2018 年 4 月 5 日

THÔNG BÁO ĐIỀU TRẦN CÔNG CỘNG

THEO ĐÂY LÀ THÔNG BÁO là Hội Đồng Thành Phố của Thành Phố Placentia sẽ mở một buổi điều trần công cộng theo Bộ Luật Bầu Cử Đoạn 10010 tại Phòng Hợp Hội Đồng trong Tòa Thị Chính Placentia, 401 East Chapman Avenue, lúc 7:00 tối, Thứ Ba, 17 Tháng Tư, 2018 mà trong buổi này Hội Đồng sẽ:

1. Thu thập nhận xét và ý kiến đóng góp của công chúng về nội dung bản thảo bản đồ và đề nghị về thứ tự các cuộc bầu cử về việc Thành Phố chuyển sang một hệ thống bầu cử theo từng địa hạt; và
2. Đưa ra một sắc luật thành lập đường biên địa hạt cho các địa hạt Hội Đồng Thành Phố.

Thành Phố Placentia hiện nay bầu Ủy Viên Hội Đồng Thành Phố của họ theo một hệ thống bầu cử chung "toàn thành phố" theo đó mỗi Ủy Viên Hội Đồng Thành Phố có thể cư ngụ ở bất cứ nơi nào trong Thành Phố và được cử tri trong khắp Thành Phố bỏ phiếu bầu để đại diện cho toàn thành phố. Nay Thành Phố đang chuyển từ hệ thống bầu cử chung toàn thành phố để bầu Ủy Viên Hội Đồng Thành Phố sang bầu cử theo từng địa hạt để tuân hành ý định và trách nhiệm trong quy định của Đạo Luật Các Quyền Bầu Cử California.

Lần này là lần thứ tư trong bốn (4) cuộc điều trần công cộng về việc chuyển tiếp từ bầu Hội Đồng Thành Phố chung toàn thành phố sang bầu Hội Đồng Thành Phố theo từng địa hạt. Mục đích của cuộc điều trần này là để thu thập ý kiến đóng góp của công chúng về nội dung bản thảo (các) bản đồ và đề nghị về thứ tự các cuộc bầu cử và đưa ra sắc luật thành lập đường biên địa hạt cho các địa hạt Hội Đồng Thành Phố. Đã có bản thảo các bản đồ đề nghị về địa hạt Hội Đồng Thành Phố và thứ tự các cuộc bầu cử bắt đầu từ ngày 13 Tháng Ba, 2018 tại các địa điểm sau đây:

Thư Viện Placentia, 411 E. Chapman Avenue
Văn Phòng Thư Ký Thành Phố, Tòa Thị Chính Placentia, 401 E. Chapman Avenue
Trung Tâm Cộng Đồng Whitten, 900 S. Melrose Street
Trên website của Thành Phố tại www.placentia.org, District Elections

Chúng tôi mời và khuyến khích mọi người đến tham dự các cuộc điều trần công cộng và đưa ra nhận xét về những vấn đề nói trên. Vì thời gian có hạn và số người muốn lên tiếng trình bày ý kiến, mỗi người chỉ được phát biểu năm (5) phút.

Nếu quý vị có bất cứ thắc mắc gì hoặc muốn xem các tài liệu liên quan đến vấn đề này, xin liên lạc với Văn Phòng Thư Ký Thành Phố của Thành Phố Placentia.

Rosanna Ramirez
Quyền Giám Đốc Dịch Vụ Hành Chánh/Trưởng Phòng Phó Thư Ký Thành Phố
Thành Phố Placentia

Ấn Hành: Thứ Sáu, 6 Tháng Tư, 2018
Đăng: Thứ Năm, 5 Tháng Tư, 2018

AVISO DE AUDIENCIA PÚBLICA

POR MEDIO DEL PRESENTE SE COMUNICA que conforme al Artículo 10010 del Código Electoral, el Concejo Municipal de la ciudad de Placentia celebrará una audiencia pública el martes 17 de abril de 2018 a las 7:00 de la tarde en la Cámara del Concejo en la Municipalidad de Placentia, 401 East Chapman Avenue, en la cual el Concejo:

1. Recibirá comentarios de la comunidad con respecto al contenido de los mapas preliminares y la secuencia propuesta de elecciones con respecto a la transición de la Ciudad hacia un sistema electoral por distrito, y
2. Presentará la ordenanza que establece delimitaciones distritales para los distritos del Concejo Municipal.

En la actualidad la ciudad de Placentia elige a los miembros de su Concejo Municipal con un sistema electoral sin limitaciones, conforme al cual cada Concejal puede residir en cualquier lugar de la Ciudad y es elegido por electores de toda la Ciudad para proporcionar representación en toda la Ciudad. La Ciudad ahora está realizando una transición de dicho sistema electoral sin limitaciones para los miembros del Concejo Municipal a un sistema electoral por distrito de modo de cumplir con la intención y las disposiciones de la Ley de Derechos Electorales de California.

Esta será la cuarta de cuatro (4) audiencias públicas con respecto a la transición del sistema electoral sin limitaciones del Concejo al sistema electoral por distrito del Concejo. El propósito de esta audiencia es recibir comentarios de la comunidad con respecto al contenido de los mapas preliminares y la secuencia propuesta de elecciones, y presentar la ordenanza que establece delimitaciones distritales para los distritos del Concejo Municipal. Los mapas preliminares de los distritos propuestos para el Concejo y la secuencia de elecciones se han puesto a disposición de reconocimiento público desde el 13 de marzo de 2018 en los siguientes lugares:

Biblioteca de Placentia, 411 E. Chapman Avenue
Municipalidad de Placentia, Secretaría Municipal, 401 E. Chapman Avenue
Centro Comunitario Whitten, 900 S. Melrose Street
Página electrónica de la Ciudad en www.placentia.org, *District Elections*

Invitamos y alentamos al público a asistir a las audiencias públicas y ofrecer comentarios sobre los temas que se mencionan anteriormente. Debido a limitaciones de tiempo y la cantidad de personas que desean presentar testimonio oral, se ha establecido un límite de cinco (5) minutos para cada persona que desee pronunciarse.

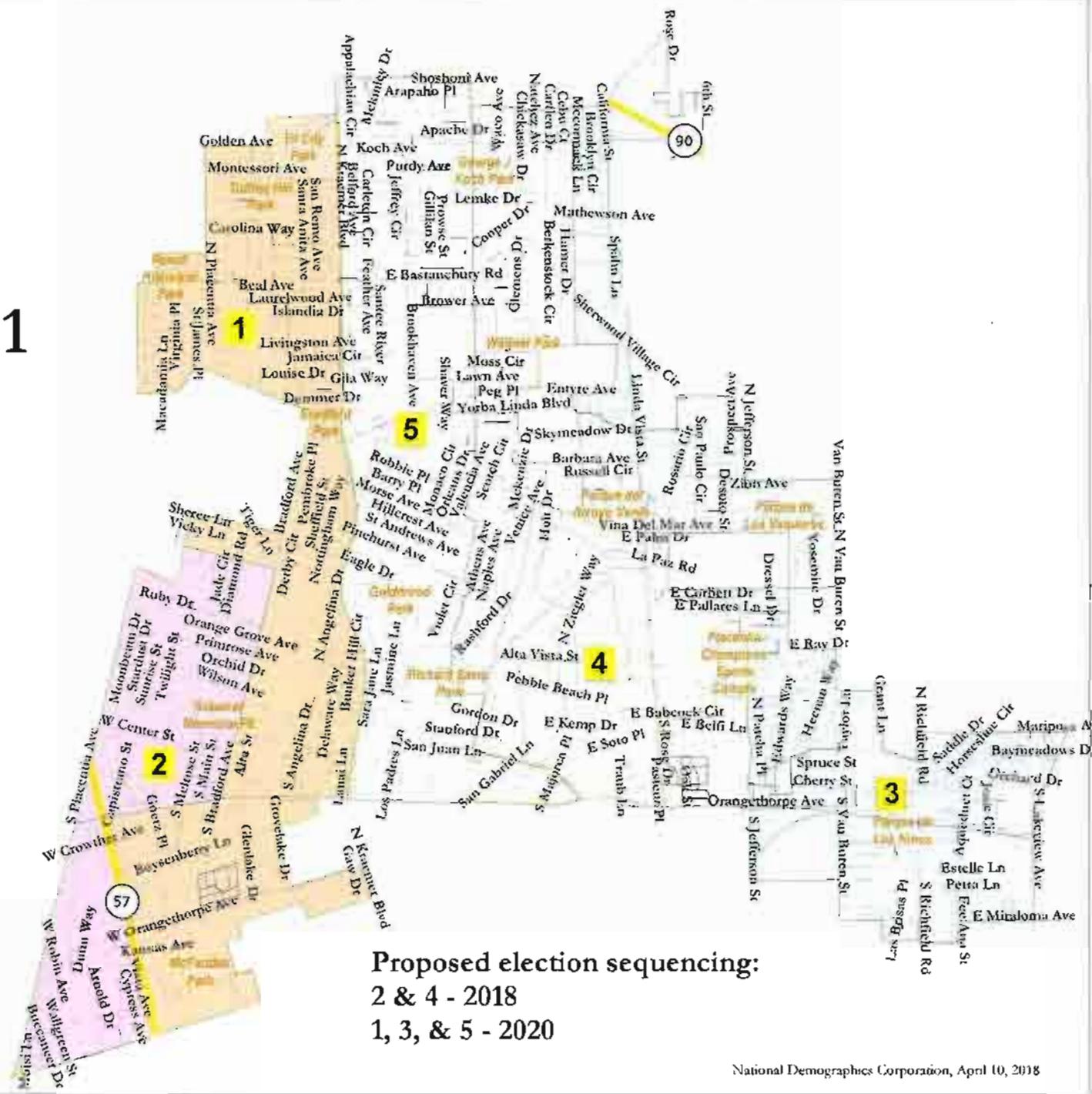
Si tiene preguntas o desea examinar el material referente a este tema, tenga a bien comunicarse con la Secretaría Municipal de la Ciudad de Placentia.

Rosanna Ramirez
Directora Interina de Servicios Administrativos / Subsecretaria Municipal en Jefe
Ciudad de Placentia

Publicación impresa: viernes 6 de abril de 2018
Publicación digital: jueves 5 de abril de 2018

City of Placentia
2018 Districting

Baldonasa 1



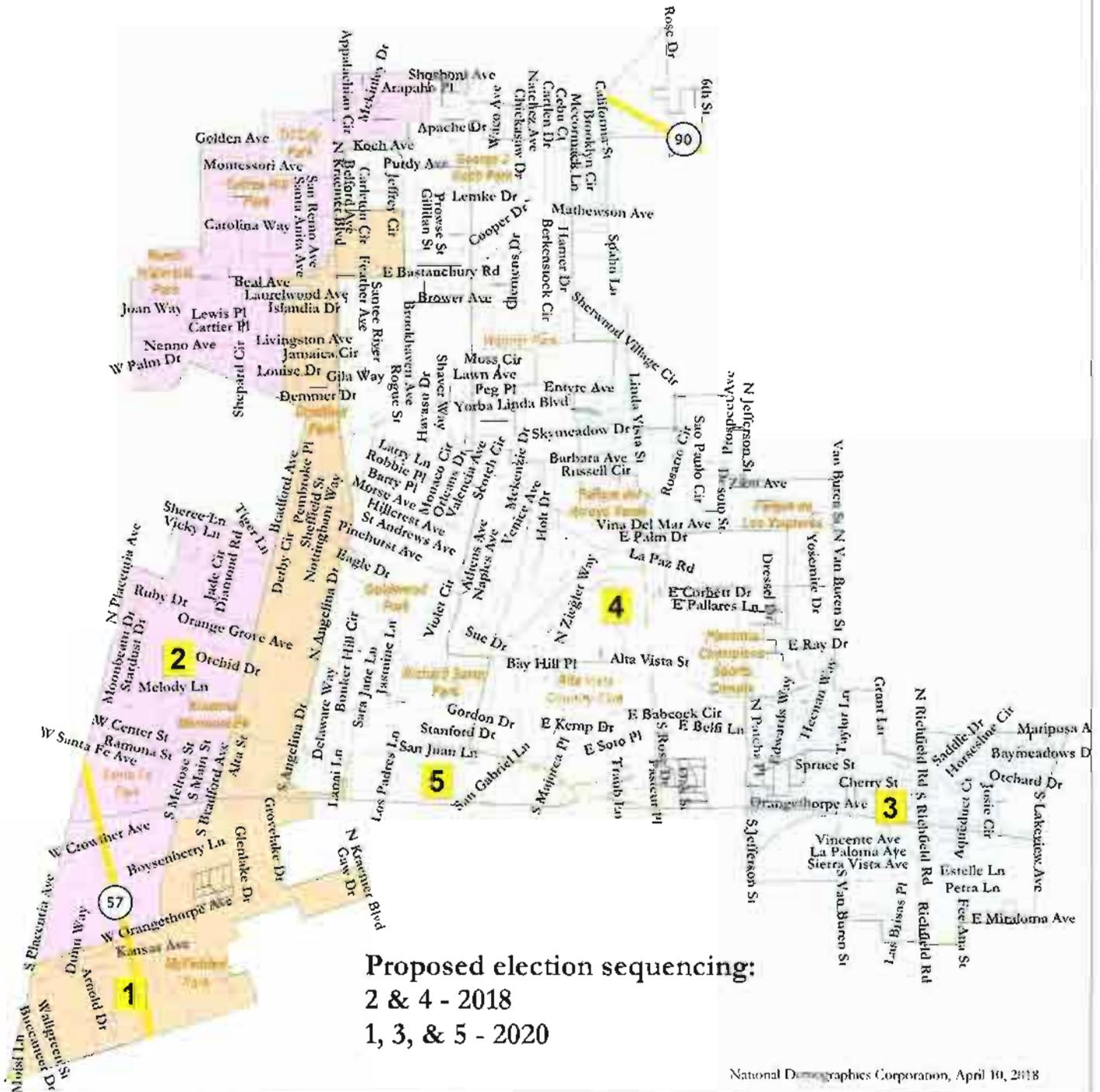
Proposed election sequencing:
2 & 4 - 2018
1, 3, & 5 - 2020

City of Placentia - Balonasa 1 Draft Map							
District		1	2	3	4	5	Total
Ideal	Total Pop	10,083	10,283	10,000	10,033	10,156	50,555
10,111	Deviation from ideal	-28	172	-111	-78	45	283
	% Deviation	-0.28%	1.70%	-1.10%	-0.77%	0.45%	2.80%
Total Pop	% Hisp	35%	82%	25%	16%	23%	36%
	% NII White	48%	12%	50%	57%	57%	45%
	% NII Black	2%	1%	3%	2%	2%	2%
	% Asian-American	13%	4%	21%	24%	18%	16%
Young Age Pop	Total	7,962	7,010	7,520	7,737	7,875	38,104
	% Hisp	31%	79%	23%	14%	20%	32%
	% NII White	53%	15%	53%	60%	60%	49%
	% NII Black	2%	1%	3%	2%	2%	2%
	% Asian-American	13%	4%	20%	23%	17%	16%
Citizen Voting Age Pop	Total	6,815	3,726	7,098	7,331	7,578	32,578
	% Hisp	23%	67%	26%	18%	19%	27%
	% NII White	61%	22%	53%	58%	56%	53%
	% NII Black	2%	2%	2%	2%	1%	2%
Voter Registration (Nov 2016)	% Asian/Pac. Isl.	13%	7%	18%	22%	22%	18%
	Total	5,483	2,664	5,450	6,674	6,162	26,432
	% Latino est.	29%	62%	22%	17%	18%	25%
	% Asian-Surnamed	7%	5%	11%	12%	10%	10%
	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%
	% Spanish-Surnamed	26%	56%	19%	16%	16%	23%
	% NII White est.	57%	29%	63%	64%	69%	60%
Voter Turnout (Nov 2016)	% NII Black	2%	2%	2%	2%	1%	2%
	Total	4,396	1,942	4,339	5,489	5,088	21,253
	% Latino	27%	61%	20%	17%	18%	24%
	% Asian-Surnamed	7%	4%	10%	11%	9%	9%
	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%
	% Spanish-Surnamed	24%	54%	18%	15%	16%	21%
Voter Turnout (Nov 2014)	% NII White est.	60%	31%	65%	66%	71%	63%
	% NII Black	2%	2%	2%	2%	1%	2%
	Total	2,339	739	2,024	2,754	3,074	10,931
	% Latino	17%	54%	16%	11%	11%	16%
	% Asian-Surnamed	5%	6%	8%	8%	6%	7%
ACS Pop List	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%
	Total	10,403	10,189	10,514	10,448	10,411	51,964
	Age 0-19	26%	32%	27%	25%	24%	27%
	Age 20-60	58%	59%	58%	52%	52%	56%
Age	Age 60plus	16%	9%	15%	23%	24%	18%
	immigrants	30%	41%	21%	23%	22%	27%
	naturalized	33%	25%	59%	63%	63%	45%
Language spoken at home	english	52%	28%	69%	69%	72%	58%
	spanish	34%	63%	14%	14%	11%	27%
	asian lang	8%	4%	12%	12%	12%	10%
	other lang	6%	5%	3%	3%	6%	3%
Language fluency	Speaks lang. "Less than Very Well"	88%	35%	10%	13%	11%	17%
	his grad	49%	41%	54%	52%	50%	49%
Education (among those age 25+)	bachelor	19%	11%	27%	27%	28%	23%
	graduate degree	12%	7%	10%	13%	16%	12%
	child-under 18	31%	45%	40%	33%	32%	36%
Child in household	employed	62%	64%	66%	60%	58%	62%
	Commute on Public Transit	4%	7%	1%	1%	1%	3%
Household Income	income 0-25k	18%	24%	11%	14%	9%	14%
	income 25-50k	22%	36%	13%	12%	13%	17%
	income 50-75k	18%	17%	18%	14%	11%	13%
	income 75-200k	36%	26%	52%	49%	54%	44%
	income 200k plus	6%	2%	8%	12%	13%	9%
Housing Status	single family	55%	46%	77%	85%	90%	72%
	multi-family	45%	54%	23%	15%	10%	28%
	vacant	5%	4%	4%	2%	2%	3%
	occupied	95%	96%	96%	98%	98%	97%
	rented	54%	71%	34%	21%	15%	37%
owned	owned	41%	29%	66%	79%	85%	63%

Total and Young Age population data from the 2010 Decennial Census
 Sunbelt-based Voter Registration and Turnout data from the California Statewide Database
 Latino voter registration and turnout data for Spanish Surnamed sources adapted using Census Population Department undercount estimates. NII White and NII Black estimates and turnout rates estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2011-2015 American Community Survey and Special Tabulation, 5-year data.

City of Placentia
2018 Districting

Jefferson 1



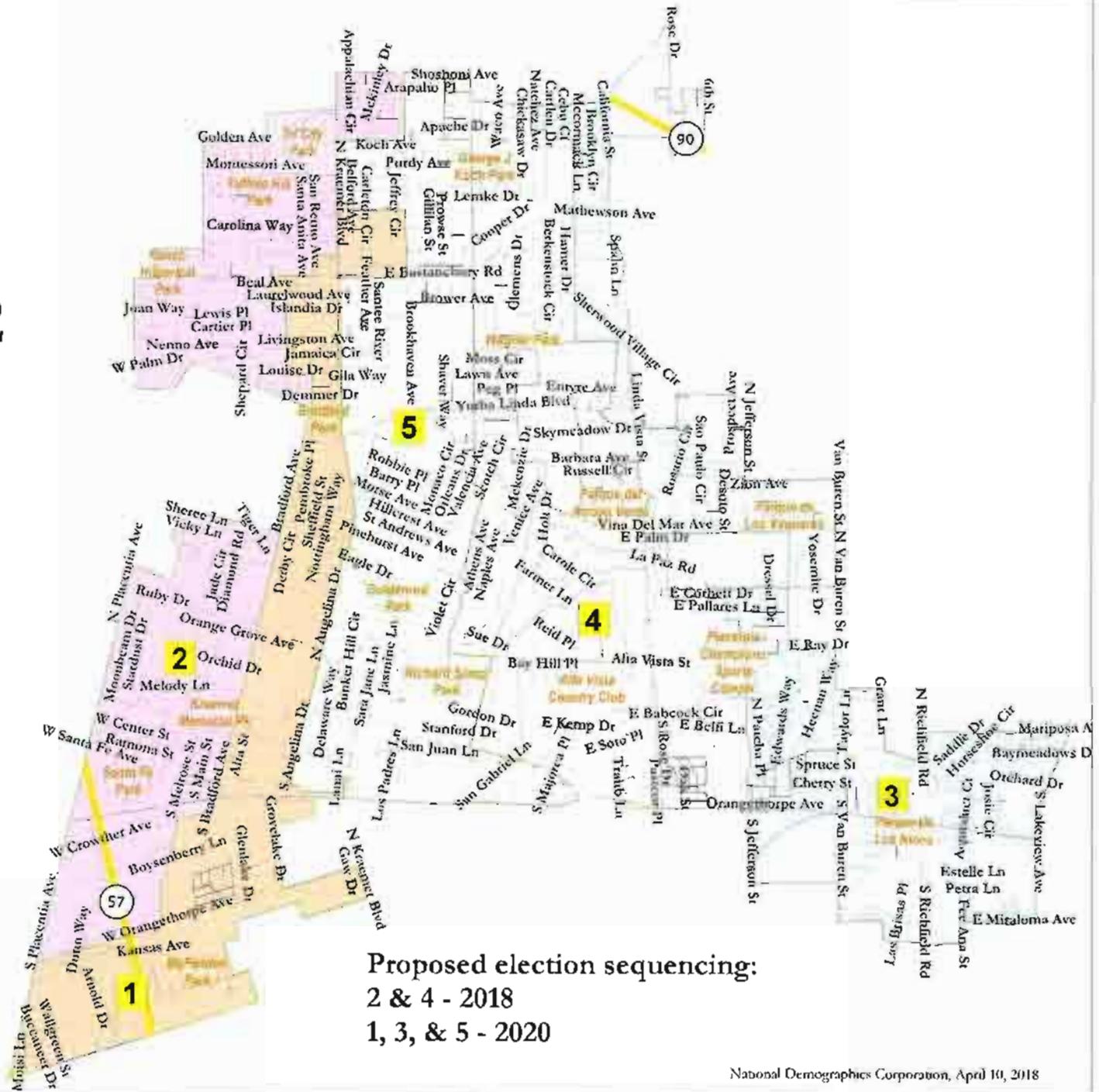
- Map layers**
- Jefferson 1
 - Water Area
 - Landmark Area
 - Pipeline/Power Line
 - Railroad
 - River
 - Streets

Proposed election sequencing:
2 & 4 - 2018
1, 3, & 5 - 2020

City of Placentia - Jefferson 2 Draft Map							
District		1	2	3	4	5	Total
Ideal	Total Pop	10,194	9,954	10,182	10,064	10,161	50,555
10,111	Deviation from ideal	83	-137	71	-47	50	240
	% Deviation	0.82%	-1.53%	0.70%	-0.46%	0.49%	2.37%
Total Pop	% Hisp	64%	54%	23%	16%	23%	36%
	% NH White	27%	35%	50%	57%	55%	43%
	% NH Black	2%	1%	3%	2%	2%	2%
	% Asian-American	7%	8%	21%	24%	19%	16%
Voting Age Pop	Total	7,377	7,387	7,672	7,745	7,923	38,104
	% Hisp	57%	50%	23%	14%	21%	32%
	% NH White	33%	39%	53%	60%	58%	49%
	% NH Black	2%	1%	3%	2%	2%	2%
Citizen Voting Age Pop	% Asian-American	8%	9%	20%	23%	19%	16%
	Total	5,000	5,417	7,268	7,327	7,566	32,578
	% Hisp	37%	42%	27%	16%	18%	27%
	% NH White	49%	47%	52%	58%	56%	53%
Voter Registration (Nov 2016)	% NH Black	3%	2%	2%	2%	1%	2%
	% Asian/Pac. Isl.	10%	8%	18%	23%	24%	18%
	Total	3,617	4,479	5,430	6,826	6,080	26,432
	% Latino est.	42%	34%	22%	17%	21%	25%
Voter Turnout (Nov 2016)	% Asian-Surnamed	6%	6%	11%	12%	10%	10%
	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%
	% Spanish-Surnamed	38%	30%	19%	16%	19%	23%
	% NH White est.	43%	56%	63%	64%	66%	60%
	% NH Black	2%	2%	2%	2%	1%	2%
	Total	2,748	3,617	4,323	5,614	4,951	21,253
Voter Turnout (Nov 2014)	% Latino	40%	31%	20%	17%	20%	24%
	% Asian-Surnamed	6%	6%	10%	11%	9%	9%
	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%
	% Spanish-Surnamed	36%	28%	18%	15%	18%	21%
	% NH White est.	46%	59%	65%	66%	68%	63%
	% NH Black	2%	2%	2%	2%	1%	2%
ACS Pop. Est.	Total	1,384	1,824	2,063	2,774	2,885	10,931
	% Latino	23%	24%	16%	11%	12%	16%
	% Asian-Surnamed	5%	5%	8%	8%	7%	7%
	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%
	% NH White est.	60%	69%	73%	75%	80%	73%
	% NH Black est.	3%	1%	2%	1%	0%	1%
Age	age0-19	33%	25%	27%	25%	24%	27%
	age20-60	56%	60%	57%	53%	53%	56%
	age60plus	12%	15%	16%	23%	22%	18%
	immigrants	39%	29%	21%	23%	24%	23%
Language spoken at home	naturalized	24%	37%	59%	63%	59%	45%
	english	31%	54%	69%	60%	67%	58%
Language Fluency	spanish	60%	32%	14%	13%	15%	27%
	asian-lang	5%	7%	12%	12%	12%	10%
	other lang	4%	6%	3%	5%	6%	5%
	Speaks Eng. "Less than Very Well"	32%	19%	10%	13%	13%	17%
Education (among those age 25+)	hs-grad	43%	48%	54%	52%	49%	49%
	bachelor	12%	20%	27%	27%	27%	23%
	graduatedegrec	7%	13%	11%	13%	16%	12%
Child in Household	child-under18	41%	31%	40%	33%	33%	36%
	employed	61%	63%	64%	60%	59%	62%
Work (percent of pop age 16+)	Commute on Public Transit	6%	4%	1%	1%	2%	3%
	income 0-25k	24%	15%	11%	13%	11%	14%
Household Income	income 25-50k	27%	22%	13%	12%	15%	17%
	income 50-75k	18%	17%	16%	14%	12%	13%
	income 75-200k	27%	39%	51%	49%	51%	44%
	income 200k plus	4%	7%	9%	12%	11%	9%
Housing Stats	single family	49%	61%	77%	85%	83%	72%
	multi-family	51%	39%	23%	15%	17%	28%
	vacant	4%	5%	4%	2%	3%	3%
	occupied	96%	93%	96%	98%	97%	97%
	rented	66%	48%	34%	21%	23%	37%
Total and Yearly Age population data from the 2010 Decennial Census.	owned	34%	52%	66%	79%	77%	63%
	Surnames-based Voter Registration and Turnout data from the California Statewide Database.						
Latino voter registration and turnout data are Spanish surname counts adjusted using Census Population Department undercover estimates. NH White and NH Black registration and turnout counts estimated by NDC. Gateda Voting Age Pop., Age, Immigration, and other demographics from the 2011-2013 American Community Survey and Special Tabulation 5-year data.							

City of Placentia
2018 Districting

Jefferson 2



Proposed election sequencing:
2 & 4 - 2018
1, 3, & 5 - 2020

City of Placentia - Jefferson 2 Draft Map								
District		1	2	3	4	5	Total	
Area	Total Pop	10,194	9,954	10,182	10,064	10,161	50,555	
0,111	Deviation from ideal	83	-137	71	-47	50	240	
	% Deviation	0.82%	-1.55%	0.70%	-0.46%	0.49%	2.37%	
Total Pop	% Hisp	64%	54%	25%	16%	23%	36%	
	% NH White	27%	35%	50%	57%	55%	45%	
	% NH Black	2%	1%	3%	2%	2%	2%	
	% Asian-American	7%	8%	21%	24%	19%	16%	
	Total	7,377	7,387	7,672	7,745	7,923	38,104	
Voting Age Pop	% Hisp	57%	50%	23%	14%	21%	32%	
	% NH White	33%	39%	53%	60%	58%	49%	
	% NH Black	2%	1%	3%	2%	2%	2%	
	% Asian-American	8%	9%	20%	23%	19%	16%	
	Total	5,000	5,417	7,268	7,327	7,566	32,578	
Citizen Voting Age Pop	% Hisp	37%	42%	27%	16%	18%	27%	
	% NH White	49%	47%	52%	58%	56%	53%	
	% NH Black	3%	2%	2%	2%	1%	2%	
	% Asian/Pac Isl.	10%	8%	18%	23%	24%	18%	
	Total	3,617	4,479	5,430	6,826	6,080	26,432	
Voter Registration (Nov 2016)	% Latino est.	42%	34%	22%	17%	21%	25%	
	% Asian-Surnamed	6%	6%	11%	12%	10%	10%	
	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%	
	% Spanish-Surnamed	38%	30%	19%	16%	19%	23%	
	% NH White est.	43%	56%	63%	64%	66%	60%	
	% NH Black	2%	2%	2%	2%	1%	2%	
	Total	2,748	3,617	4,323	5,614	4,951	21,253	
Voter Turnout (Nov 2016)	% Latino	40%	31%	20%	17%	20%	24%	
	% Asian-Surnamed	6%	6%	10%	11%	9%	9%	
	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%	
	% Spanish-Surnamed	36%	28%	18%	15%	18%	21%	
	% NH White est.	46%	59%	65%	66%	68%	63%	
	% NH Black	2%	2%	2%	2%	1%	2%	
	Total	1,384	1,824	2,063	2,774	2,885	10,931	
Voter Turnout (Nov 2014)	% Latino	25%	24%	16%	11%	12%	16%	
	% Asian-Surnamed	5%	5%	8%	8%	7%	7%	
	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%	
	% NH White est.	60%	69%	73%	75%	80%	73%	
	% NH Black est.	3%	1%	2%	1%	0%	1%	
	Total	1,024	1,142	1,070	1,047	1,042	51,964	
ACS Pop. Est.	Total	10,224	10,142	10,700	10,476	10,421	51,964	
	Age	age0-19	33%	25%	27%	25%	24%	27%
	age20-60	36%	60%	57%	53%	53%	56%	
Immigration	age60plus	12%	15%	16%	23%	23%	18%	
	immigrants	39%	29%	21%	23%	24%	27%	
Language spoken at home	naturalized	24%	37%	59%	63%	59%	45%	
	english	31%	34%	69%	69%	67%	58%	
	spanish	60%	32%	14%	13%	15%	27%	
	asian-lang	5%	7%	12%	12%	12%	10%	
	other lang	4%	6%	5%	5%	6%	5%	
Language Fluency	Speaks Eng. "Less than Very Well"	32%	19%	10%	13%	13%	17%	
Education (among those age 25+)	hs-grad	43%	48%	54%	52%	49%	49%	
	bachelor	12%	20%	27%	27%	27%	23%	
	graduated degree	7%	13%	11%	13%	16%	12%	
Child in Household	child-under 18	41%	31%	40%	33%	33%	36%	
Work (percent of pop age 16+)	employed	61%	63%	64%	60%	59%	62%	
	Commute on Public Transit	6%	4%	1%	1%	2%	3%	
Household Income	income 0-25k	24%	15%	11%	13%	11%	14%	
	income 25-50k	27%	22%	13%	12%	15%	17%	
	income 50-75k	18%	17%	16%	14%	12%	15%	
	income 75-200k	27%	39%	31%	49%	51%	44%	
	income 200k-plus	4%	7%	9%	12%	11%	9%	
Housing Stats	single family	49%	61%	77%	85%	83%	72%	
	multi-family	51%	39%	23%	15%	17%	28%	
	vacant	4%	5%	4%	2%	3%	3%	
	occupied	96%	95%	96%	98%	97%	97%	
	rented	66%	48%	34%	21%	23%	37%	
	owned	34%	52%	66%	79%	77%	63%	

Total and Voting Age population data from the 2010 Decennial Census.

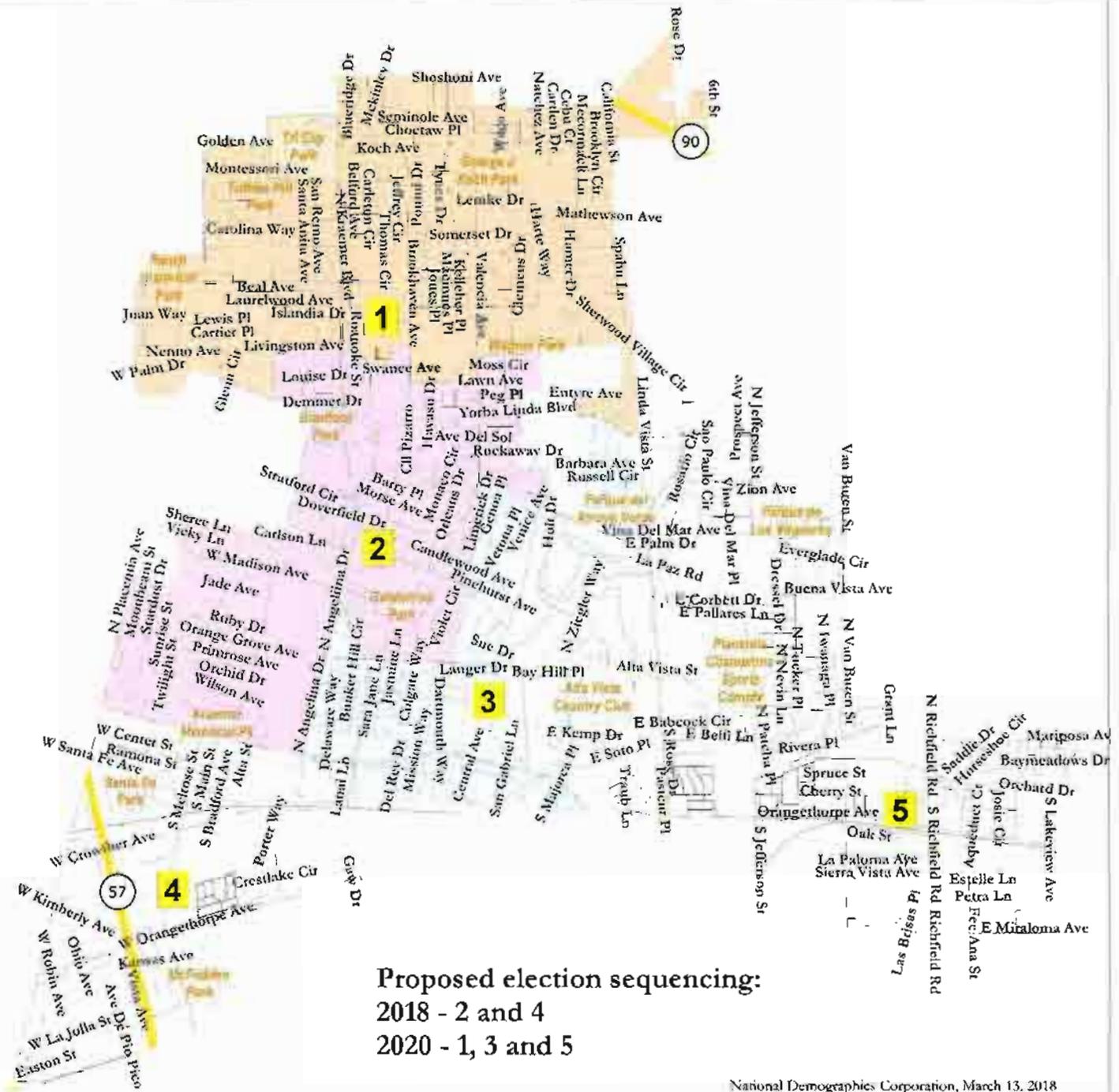
Surname-based Voter Registration and Turnout data from the California Statewide Database.

Latino voter registration and turnout data are Spanish surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2011-2015 American Community Survey and Special Tabulation 3 year data.

City of Placentia 2018 Districting

Kirwin 1

Not population balanced



Proposed election sequencing:
2018 - 2 and 4
2020 - 1, 3 and 5

National Demographics Corporation, March 13, 2018

City of Placentia - Kirwin 1 Draft Map

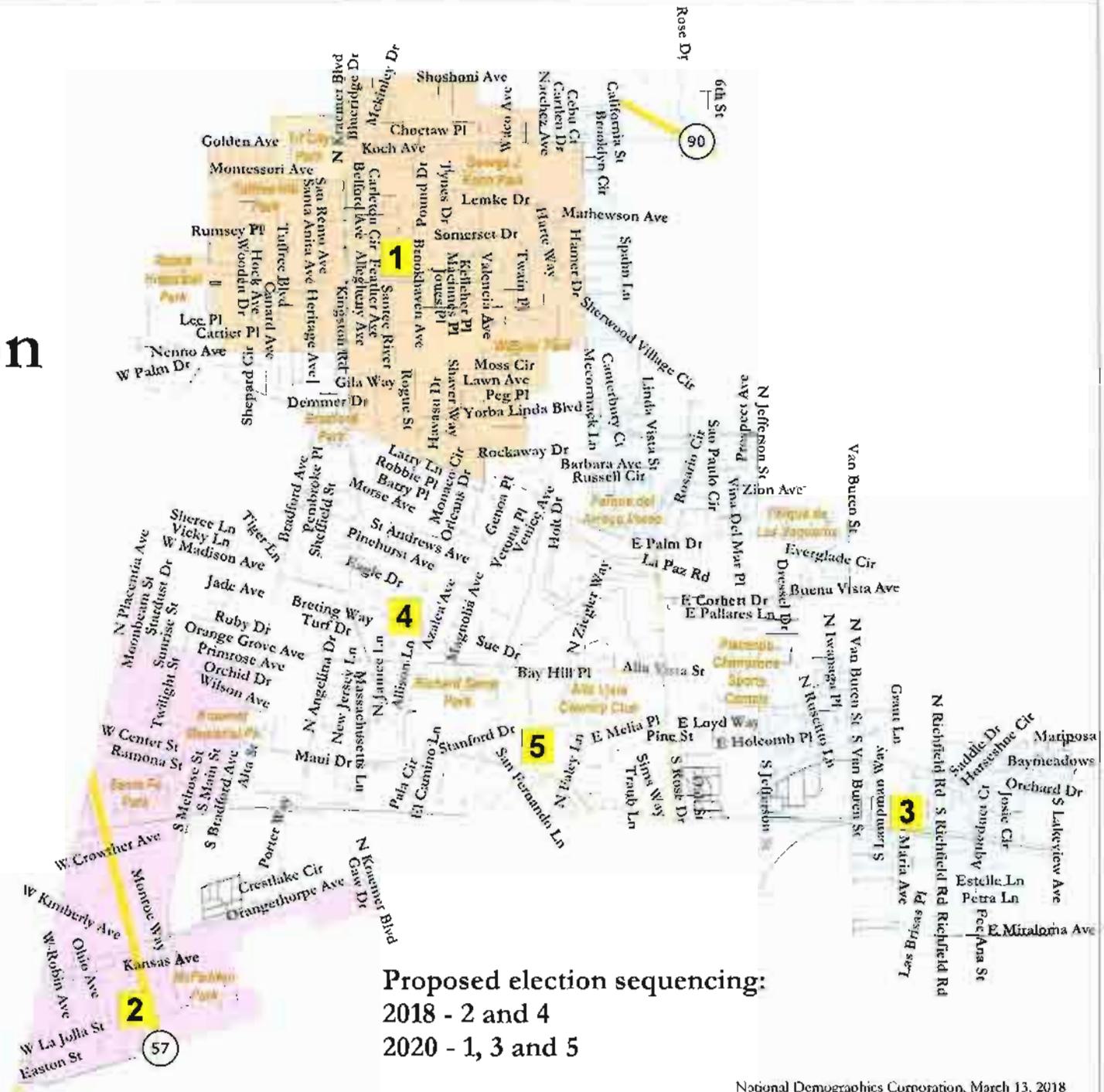
District		1	2	3	4	5	Total	
Ideal	Total Pop	10,728	9,621	9,480	11,003	9,723	50,555	
10,111	Deviation from ideal	617	-490	-631	892	-388	1,523	
	% Deviation	6.10%	-4.85%	-6.24%	8.82%	-3.84%	15.06%	
Total Pop	% Hisp	18%	35%	22%	79%	25%	36%	
	% NHI White	69%	49%	46%	15%	46%	45%	
	% NHI Black	1%	2%	2%	2%	3%	2%	
	% Asian-American	11%	12%	29%	4%	25%	16%	
Young Age Pop	Total	8,310	7,573	7,323	7,585	7,313	38,104	
	% Hisp	15%	32%	20%	73%	22%	32%	
	% NHI White	72%	52%	49%	19%	50%	49%	
	% NHI Black	1%	2%	2%	2%	3%	2%	
Citizen Voting Age Pop	Total	8,208	6,904	6,629	4,158	6,679	32,578	
	% Hisp	20%	26%	17%	58%	27%	27%	
	% NHI White	66%	56%	50%	31%	51%	53%	
	% NHI Black	1%	3%	2%	2%	2%	2%	
Voter Registration (Nov 2016)	% Asian/Pac. Isl.	11%	14%	32%	9%	20%	18%	
	Total	7,189	5,443	5,704	2,854	5,242	26,432	
	% Latino est.	17%	27%	20%	59%	23%	25%	
	% Asian-Surnamed	7%	7%	16%	4%	13%	10%	
	% Filipino-Surnamed	1%	1%	2%	1%	2%	1%	
	% Spanish-Surnamed	15%	24%	18%	53%	21%	23%	
	% NHI White est.	75%	62%	57%	27%	60%	60%	
Voter Turnout (Nov 2016)	% NHI Black	1%	3%	2%	2%	2%	2%	
	Total	6,072	4,432	4,625	2,023	4,101	21,253	
	% Latino	16%	26%	19%	58%	22%	24%	
	% Asian-Surnamed	6%	7%	14%	3%	12%	9%	
	% Filipino-Surnamed	1%	1%	2%	1%	2%	1%	
	% Spanish-Surnamed	15%	23%	17%	52%	19%	21%	
	% NHI White est.	76%	64%	60%	29%	62%	63%	
Voter Turnout (Nov 2014)	% NHI Black	1%	3%	2%	2%	2%	2%	
	Total	3,522	2,401	2,385	781	1,842	10,931	
	% Latino	11%	18%	12%	42%	17%	16%	
	% Asian-Surnamed	4%	5%	10%	4%	7%	7%	
	% Filipino-Surnamed	1%	1%	1%	1%	2%	1%	
	% NHI White est.	84%	73%	71%	39%	79%	73%	
ACS Pop List	% NHI Black est.	0%	3%	1%	1%	2%	1%	
	Total	11,119	9,937	9,688	11,059	10,162	51,964	
	Age	age0-19	25%	22%	25%	34%	27%	27%
		age20-60	52%	58%	53%	57%	59%	56%
		age60plus	23%	20%	22%	9%	14%	18%
Immigration	immigrants	13%	27%	30%	43%	22%	27%	
	naturalized	68%	46%	62%	21%	56%	45%	
Language spoken at home	english	82%	61%	59%	23%	66%	58%	
	spanish	7%	22%	17%	71%	16%	27%	
	asian-lang	7%	9%	17%	4%	13%	10%	
	other lang	4%	8%	8%	3%	5%	5%	
Language Fluency	Speaks Eng. "Less than Very Well"	6%	16%	18%	36%	10%	17%	
Education (among those age 25+)	hs grad	54%	51%	48%	40%	53%	49%	
	bachelor	27%	23%	27%	9%	27%	23%	
	graduatedegree	15%	14%	15%	5%	10%	12%	
Child in Household	child-under18	30%	30%	34%	44%	41%	36%	
Work (percent of pop age 16+)	employed	58%	61%	61%	63%	66%	62%	
	Commute on Public Transit	1%	2%	1%	8%	1%	3%	
Household Income	income 0-25k	9%	17%	13%	25%	11%	14%	
	income 25-50k	13%	17%	12%	32%	13%	17%	
	income 50-75k	15%	15%	11%	20%	16%	15%	
	income 75-200k	51%	43%	52%	20%	52%	44%	
	income 200k-plus	12%	8%	12%	3%	8%	9%	
Housing Starts	single family	91%	64%	83%	45%	74%	72%	
	multi-family	9%	36%	17%	55%	26%	28%	
	vacant	2%	4%	2%	4%	4%	3%	
	occupied	98%	96%	98%	96%	96%	97%	
	rented	19%	45%	19%	71%	37%	37%	
	owned	81%	55%	81%	29%	63%	63%	

Total and Young Age population data from the 2008 Economic Census.
 Summarized Voter Registration and Turnout data from the California Statewide Database.
 Latino voter registration and turnout data and Spanish-surname counts adjusted using Census Population Department undercount estimates. NHI White and NHI Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other items from the 2011-2015 American Community Survey and Special Tabulation 5-year data.

City of Placentia - MALDEF 1 Renumbered Draft Map							
District		1	2	3	4	5	Total
Ideal	Total Pop	9,780	10,586	9,723	10,198	10,268	50,555
	Deviation from ideal	331	-475	-388	87	157	863
10,111	% Deviation	-3.27%	4.70%	-3.84%	0.86%	1.55%	8.54%
	Total Pop	9,780	10,586	9,723	10,198	10,268	50,555
Total Pop	% Hisp	32%	84%	25%	22%	17%	36%
	% NH White	50%	11%	46%	49%	68%	45%
	% NH Black	2%	1%	3%	2%	2%	2%
	% Asian-American	14%	3%	23%	26%	12%	16%
Voting Age Pop	Total	7,774	7,198	7,313	7,819	8,000	38,104
	% Hisp	29%	80%	22%	19%	15%	32%
	% NH White	53%	15%	50%	52%	71%	49%
	% NH Black	2%	1%	3%	2%	2%	2%
Citizen Voting Age Pop	Total	6,927	3,643	6,679	7,067	8,261	32,578
	% Hisp	23%	68%	27%	14%	22%	27%
	% NH White	59%	23%	51%	54%	61%	53%
	% NH Black	3%	1%	2%	1%	2%	2%
Voter Registration (Nov 2016)	Total	5,510	2,637	3,228	6,238	6,819	26,432
	% Latino est.	30%	59%	23%	19%	16%	25%
	% Asian-Surnamed	8%	4%	13%	15%	6%	10%
	% Filipino-Surnamed	1%	1%	2%	2%	1%	1%
	% Spanish-Surnamed	27%	33%	21%	17%	13%	23%
	% NH White est.	59%	26%	60%	60%	74%	60%
	% NH Black	2%	1%	2%	1%	2%	2%
Voter Turnout (Nov 2016)	Total	4,132	1,905	4,089	5,107	5,719	21,253
	% Latino	28%	57%	22%	18%	16%	24%
	% Asian-Surnamed	7%	4%	12%	13%	6%	9%
	% Filipino-Surnamed	1%	1%	2%	2%	1%	1%
	% Spanish-Surnamed	26%	51%	19%	16%	14%	21%
	% NH White est.	61%	28%	62%	63%	75%	63%
	% NH Black	2%	2%	2%	1%	2%	2%
Voter Turnout (Nov 2014)	Total	2,294	784	1,842	2,670	3,340	10,931
	% Latino	19%	47%	17%	11%	11%	16%
	% Asian-Surnamed	6%	5%	9%	9%	4%	7%
	% Filipino-Surnamed	1%	1%	2%	1%	1%	1%
	% NH White est.	72%	33%	70%	74%	84%	73%
	% NH Black est.	2%	1%	2%	0%	1%	1%
ACS Pop. Est.	Total	10,059	10,532	10,162	10,468	10,744	51,964
Age	age0-19	24%	33%	27%	25%	24%	27%
	age20-60	61%	57%	59%	51%	52%	56%
	age60plus	15%	10%	14%	24%	24%	18%
Immigration	immigrants	29%	42%	22%	29%	14%	27%
	naturalized	38%	24%	36%	62%	69%	45%
Language spoken at home	english	56%	26%	66%	61%	82%	58%
	spanish	28%	67%	16%	16%	7%	27%
	asian-lang	8%	4%	13%	16%	7%	10%
	other lang	7%	4%	5%	7%	4%	5%
Language Fluency	Speaks Eng. "Less than Very Well"	18%	35%	10%	17%	6%	17%
Education (among those age 25+)	hs-grad	49%	41%	53%	49%	54%	49%
	bachelor	21%	10%	27%	28%	27%	23%
	graduatedegree	13%	6%	10%	13%	13%	12%
Child in household	child-under18	31%	45%	41%	33%	31%	36%
Work (percent of pop age 16+)	employed	63%	62%	66%	60%	57%	62%
	Commute on Public Transit	3%	7%	1%	1%	1%	3%
Household Income	income 0-25k	17%	25%	11%	13%	9%	14%
	income 25-50k	21%	31%	13%	12%	13%	17%
	income 50-75k	18%	19%	16%	11%	15%	15%
	income 75-200k	39%	22%	52%	51%	51%	44%
	income 200k-plus	6%	3%	8%	12%	12%	9%
Housing Stats	single family	54%	47%	74%	85%	93%	72%
	multi-family	46%	53%	26%	15%	7%	28%
	vacant	5%	4%	4%	2%	2%	3%
	occupied	95%	96%	96%	98%	98%	97%
	rented	54%	69%	37%	17%	18%	37%
	owned	46%	31%	63%	83%	82%	63%
Total and Voting Age population data from the 2010 Decennial Census.							
Spanish-based Voter Registration and Turnout data from the California Statewide Database.							
Recent voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and Housing Statistics from the 2011-2015 American Community Survey and Special Tabulation 3-year data.							

City of Placentia 2018 Districting

Maroon



City of Placentia - Maroon Draft Map								
District		1	2	3	4	5	Total	
	<u>Ideal</u>	Total Pop	9,860	10,344	10,289	9,994	10,068	50,555
10,111	Deviation from ideal	-251	233	178	-117	-43	484	
	% Deviation	-2.48%	2.30%	1.76%	-1.16%	-0.43%	4.79%	
Total Pop	% Hisp	16%	87%	26%	26%	26%	36%	
	% NH White	69%	8%	52%	56%	41%	45%	
	% NH Black	2%	1%	3%	2%	2%	2%	
	% Asian-American	12%	3%	19%	15%	30%	16%	
Voting Age Pop	Total	7,690	6,908	7,802	7,948	7,756	38,104	
	% Hisp	14%	84%	23%	24%	23%	32%	
	% NH White	72%	10%	55%	58%	44%	49%	
	% NH Black	1%	1%	3%	2%	2%	2%	
	% Asian-American	12%	4%	18%	13%	30%	16%	
Citizen Voting Age Pop	Total	7,627	3,371	7,311	7,331	6,937	32,578	
	% Hisp	19%	75%	28%	17%	20%	27%	
	% NH White	67%	17%	53%	64%	44%	53%	
	% NH Black	1%	1%	2%	3%	1%	2%	
	% Asian/Pac.Isl.	12%	6%	16%	16%	34%	18%	
Voter Registration (Nov 2016)	Total	6,707	2,568	5,581	6,419	5,157	26,432	
	% Latino est.	17%	63%	21%	22%	27%	25%	
	% Asian-Surnamed	7%	4%	10%	9%	17%	10%	
	% Filipino-Surnamed	1%	1%	1%	1%	2%	1%	
	% Spanish-Surnamed	15%	56%	19%	19%	24%	23%	
	% NH White est.	74%	22%	64%	63%	54%	60%	
	% NH Black	1%	2%	2%	2%	1%	2%	
Voter Turnout (Nov 2016)	Total	5,638	1,844	4,459	5,318	3,994	21,253	
	% Latino	17%	61%	20%	21%	25%	24%	
	% Asian-Surnamed	6%	4%	9%	8%	15%	9%	
	% Filipino-Surnamed	1%	1%	1%	1%	2%	1%	
	% Spanish-Surnamed	15%	55%	18%	18%	22%	21%	
	% NH White est.	75%	24%	66%	65%	56%	63%	
	% NH Black	2%	2%	2%	2%	1%	2%	
Voter Turnout (Nov 2014)	Total	3,343	703	2,127	2,750	2,007	10,931	
	% Latino	11%	53%	15%	14%	14%	16%	
	% Asian-Surnamed	4%	5%	7%	5%	12%	7%	
	% Filipino-Surnamed	0%	1%	1%	1%	2%	1%	
	% NH White est.	84%	24%	74%	73%	71%	73%	
	% NH Black est.	0%	1%	2%	2%	1%	1%	
ACS Pop. Est.	Total	10,218	10,232	10,797	10,317	10,401	51,964	
Age	age0-19	24%	34%	27%	22%	27%	27%	
	age20-60	52%	58%	57%	56%	56%	56%	
	age60plus	24%	9%	16%	22%	17%	18%	
Immigration	immigrants	13%	42%	21%	26%	33%	27%	
	naturalized	69%	22%	58%	46%	55%	45%	
Language spoken at home	english	83%	24%	69%	63%	51%	58%	
	spanish	6%	68%	15%	21%	25%	27%	
	asian-lang	7%	4%	11%	9%	17%	10%	
	other lang	4%	4%	5%	7%	8%	5%	
Language Fluency	Speaks Eng. "Less than Very Well"	5%	36%	10%	16%	20%	17%	
Education (among those age 25+)	hs grad	53%	39%	54%	52%	47%	49%	
	bachelor	28%	10%	27%	23%	24%	23%	
	graduate degree	16%	6%	11%	14%	13%	12%	
Child in Household	child-under18	30%	48%	39%	28%	37%	36%	
Work (percent of pop age 16+)	employed	57%	63%	64%	59%	64%	62%	
	Commute on Public Transit	1%	7%	1%	2%	2%	3%	
Household Income	income 0-25k	7%	25%	12%	19%	13%	14%	
	income 25-50k	14%	32%	13%	16%	17%	17%	
	income 50-75k	14%	19%	16%	17%	12%	15%	
	income 75-200k	53%	22%	51%	40%	49%	44%	
	income 200k-plus	13%	2%	9%	9%	9%	9%	
Housing Stats	single family	94%	45%	77%	64%	73%	72%	
	multi-family	6%	55%	23%	36%	27%	28%	
	vacant	2%	4%	4%	5%	3%	3%	
	occupied	98%	96%	96%	95%	97%	97%	
	rented	17%	73%	33%	43%	31%	37%	
	owned	83%	27%	67%	57%	69%	63%	

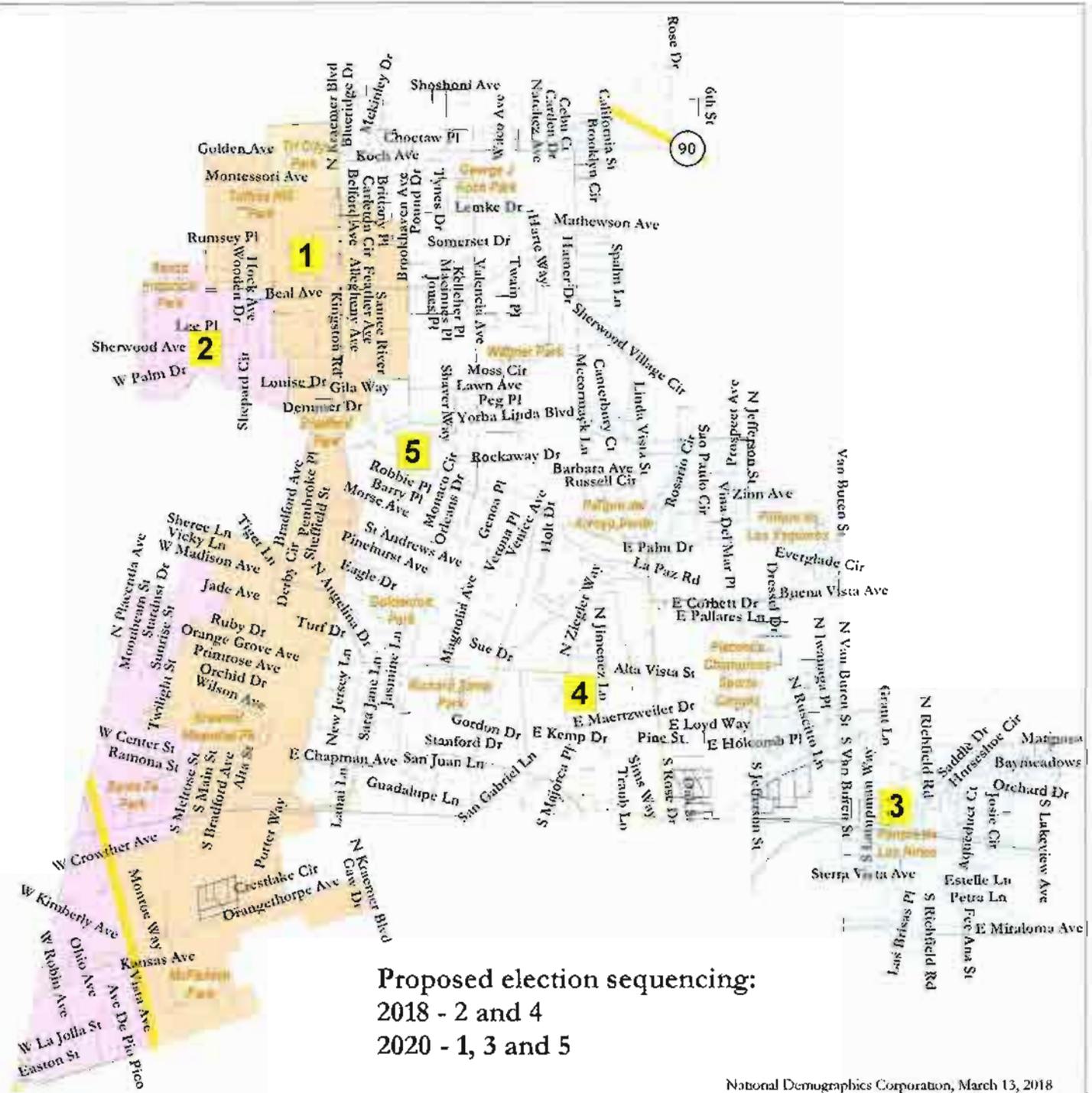
Used and Voting Age population data from the 2010 Decennial Census.

Surname-based Voter Registration and Turnout data from the California Statewide Database.

Latino voter registration and turnout data use Spanish surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2011-2015 American Community Survey and Special Tabulation 5-year data.

City of Placentia 2018 Districting

Olive



Proposed election sequencing:
 2018 - 2 and 4
 2020 - 1, 3 and 5

City of Placentia - Olive Draft Map							
District		1	2	3	4	5	Total
Ideal	Total Pop	10,301	9,955	10,081	10,384	9,834	50,555
10,111	Deviation from ideal	190	-156	-30	273	-277	550
	% Deviation	1.88%	-1.54%	-0.30%	2.70%	-2.74%	5.44%
Total Pop	% Hisp	43%	76%	25%	16%	23%	36%
	% NH White	44%	17%	50%	56%	55%	45%
	% NH Black	2%	1%	3%	2%	2%	2%
	% Asian-American	10%	5%	21%	25%	19%	16%
Young Age Pop	Total	8,032	6,827	7,592	8,001	7,652	38,104
	% Hisp	37%	72%	22%	14%	20%	32%
	% NH White	49%	21%	54%	59%	59%	49%
	% NH Black	2%	1%	3%	2%	2%	2%
Citizen Voting Age Pop	% Asian-American	11%	5%	20%	24%	18%	16%
	Total	6,763	3,749	7,162	7,584	7,320	32,578
	% Hisp	29%	59%	26%	17%	19%	27%
	% NH White	58%	31%	53%	56%	56%	53%
Voter Registration (Nov 2016)	% NH Black	2%	2%	2%	2%	1%	2%
	% Asian/Pac. Isl.	10%	8%	18%	24%	23%	18%
	Total	5,248	2,977	5,527	6,853	5,828	26,432
	% Latino est.	30%	51%	22%	18%	21%	25%
	% Asian-Surnamed	7%	5%	11%	12%	10%	10%
	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%
Voter Turnout (Nov 2016)	% Spanish-Surnamed	27%	46%	19%	16%	19%	23%
	% NH White est.	57%	40%	63%	63%	66%	60%
	% NH Black	2%	2%	2%	2%	1%	2%
	Total	4,195	2,278	4,402	5,620	4,757	21,253
	% Latino	28%	48%	20%	17%	20%	24%
	% Asian-Surnamed	6%	5%	10%	11%	9%	9%
Voter Turnout (Nov 2014)	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%
	% Spanish-Surnamed	25%	43%	18%	15%	18%	21%
	% NH White est.	60%	44%	65%	65%	69%	63%
	% NH Black	2%	2%	2%	2%	1%	2%
	Total	2,279	949	2,064	2,804	2,835	10,931
	% Latino	18%	30%	16%	11%	12%	16%
ACS Pop. Est.	% Asian-Surnamed	5%	5%	8%	8%	6%	7%
	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%
	% NH White est.	70%	53%	73%	74%	81%	73%
	% NH Black est.	2%	1%	2%	1%	1%	1%
	Total	10,632	9,884	10,603	10,801	10,045	51,964
Age	age 0-19	26%	32%	27%	25%	24%	27%
	age 20-60	58%	58%	57%	53%	53%	56%
	age 60 plus	16%	10%	15%	22%	23%	18%
Immigration	immigrants	30%	38%	21%	24%	23%	27%
	naturalized	35%	25%	50%	63%	59%	45%
Language spoken at home	english	52%	32%	69%	68%	68%	58%
	spanish	34%	58%	14%	14%	15%	27%
	asian-lang	7%	5%	12%	13%	11%	10%
	other lang	6%	4%	5%	6%	6%	5%
Language Fluency	Speaks Ling. "Less than Very Well"	20%	31%	10%	13%	13%	17%
Education (among those age 25+)	hs-grad.	48%	42%	54%	52%	50%	49%
	bachelor	19%	13%	27%	27%	26%	25%
	graduated degree	12%	7%	10%	14%	16%	12%
Child in Household	child-under 18	31%	44%	40%	33%	32%	36%
Work (percent of pop age 16+)	employed	62%	62%	65%	60%	59%	62%
	Commute on Public Transit	4%	6%	1%	1%	2%	3%
Household Income	income 0-25k	17%	23%	11%	13%	11%	14%
	income 25-50k	22%	29%	13%	12%	15%	17%
	income 50-75k	17%	18%	16%	14%	13%	15%
	income 75-200k	38%	27%	52%	49%	50%	44%
	income 200k-plus	7%	3%	8%	12%	12%	9%
Housing Stats	single family	59%	43%	17%	85%	83%	72%
	multi-family	41%	53%	23%	15%	17%	28%
	vacant	4%	6%	4%	2%	2%	3%
	occupied	96%	94%	96%	98%	98%	97%
	rented	51%	68%	33%	21%	23%	37%
owned	49%	32%	67%	79%	77%	63%	

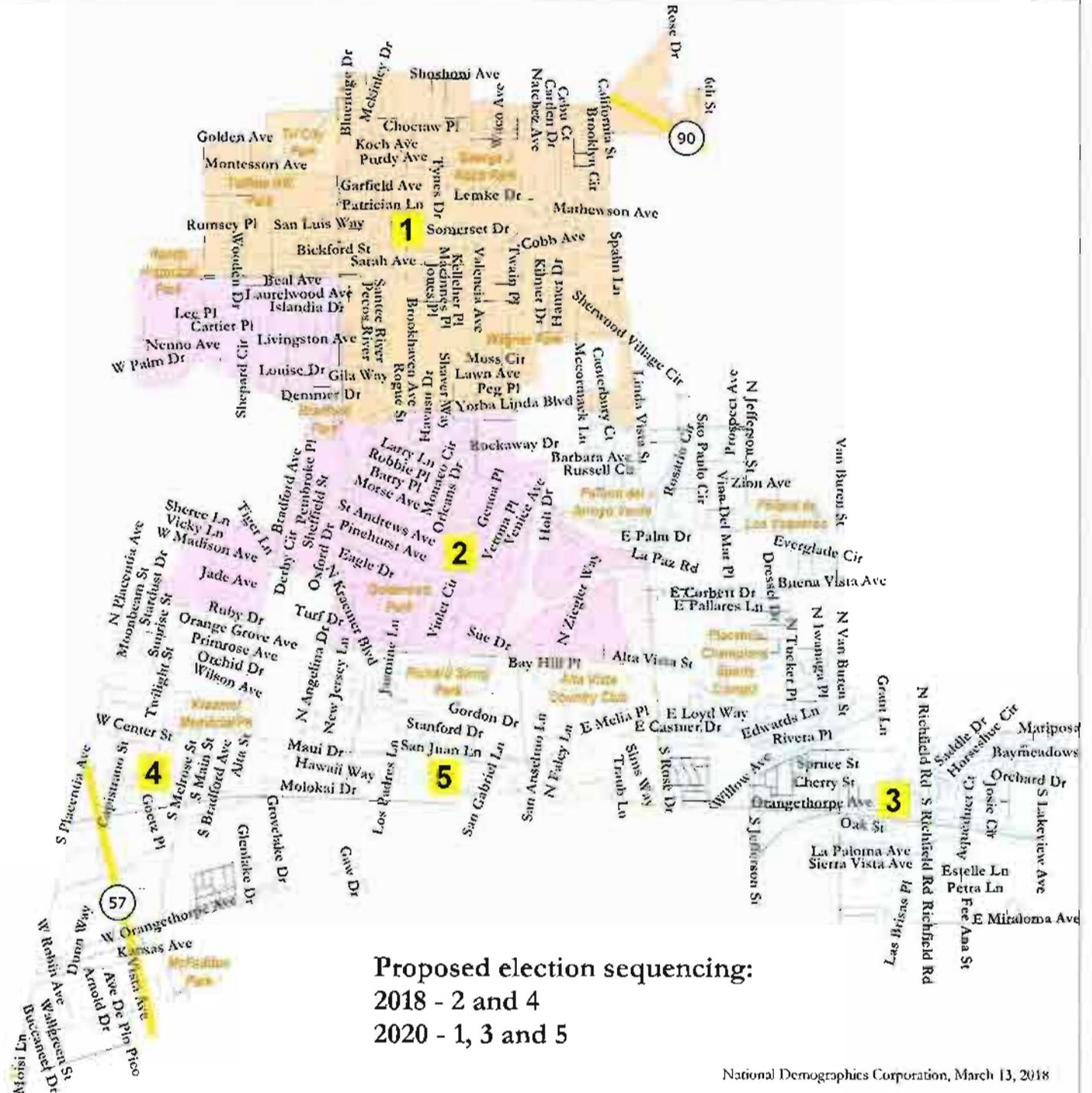
Total and Young Age population data from the 2010 Decennial Census.

Surname-based Voter Registration and Turnout data from the California Statewide Database.

Latino voter registration and turnout data are Spanish-surnamed-counts adjusted using Census Population, Department undercount estimates, NH White and NH Black registration and turnout counts estimated by NDC, Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2011-2015 American Community Survey and Special Tabulation 5-year data.

City of Placentia 2018 Districting

Orange



Proposed election sequencing:
2018 - 2 and 4
2020 - 1, 3 and 5

City of Placentia - Orange Draft Map							
District		1	2	3	4	5	Total
Ideal	Total Pop	10,066	10,004	10,386	9,930	10,169	50,555
10,111	Deviation from ideal	45	-107	275	-181	58	456
	% Deviation	-0.45%	-1.06%	2.72%	-1.79%	0.57%	4.51%
Total Pop	% Hisp	18%	20%	24%	84%	37%	36%
	% NII White	68%	61%	48%	10%	35%	45%
	% NII Black	2%	2%	3%	1%	2%	2%
	% Asian-American	11%	16%	24%	3%	24%	16%
Voting Age Pop	Total	7,840	7,928	7,871	6,731	7,734	38,104
	% Hisp	15%	18%	22%	81%	33%	32%
	% NII White	72%	64%	51%	13%	39%	49%
	% NII Black	1%	2%	3%	1%	2%	2%
Citizen Voting Age Pop	% Asian-American	11%	16%	23%	4%	24%	16%
	Total	7,910	7,321	7,190	3,516	6,640	32,578
	% Hisp	20%	13%	28%	71%	25%	27%
	% NII White	65%	68%	50%	21%	42%	53%
Voter Registration (Nov 2016)	% NII Black	2%	2%	2%	3%	2%	2%
	% Asian/Pac Isl.	12%	16%	19%	6%	31%	18%
	Total	6,857	6,774	5,604	2,441	4,755	26,432
	% Latino est.	16%	19%	22%	65%	31%	25%
	% Asian-Surnamed	6%	9%	12%	5%	15%	10%
	% Filipino-Surnamed	1%	1%	2%	1%	2%	1%
Voter Turnout (Nov 2016)	% Spanish-Surnamed	15%	17%	20%	58%	28%	23%
	% NII White est.	75%	66%	61%	26%	46%	60%
	% NII Black	1%	2%	2%	2%	2%	2%
	Total	5,773	5,657	4,410	1,762	3,651	21,253
	% Latino	16%	18%	21%	63%	29%	24%
	% Asian-Surnamed	6%	8%	11%	4%	14%	9%
Voter Turnout (Nov 2014)	% Filipino-Surnamed	1%	1%	2%	1%	2%	1%
	% Spanish-Surnamed	14%	16%	19%	57%	26%	21%
	% NII White est.	76%	68%	63%	28%	49%	63%
	% NII Black	1%	2%	2%	2%	2%	2%
	Total	3,344	2,977	2,054	655	1,900	10,931
	% Latino	11%	13%	16%	56%	16%	16%
ACS Pop. Est.	% Asian-Surnamed	4%	5%	8%	6%	11%	7%
	% Filipino-Surnamed	0%	1%	1%	1%	1%	1%
	% NII White est.	84%	76%	72%	34%	64%	73%
	% NII Black est.	0%	2%	2%	2%	2%	1%
Age	Total	10,464	10,448	10,844	9,858	10,350	51,964
	age0-19	25%	23%	27%	32%	28%	27%
	age20-60	52%	54%	58%	58%	56%	56%
Immigration	age60plus	24%	23%	15%	9%	16%	18%
	immigrants	13%	24%	22%	41%	36%	27%
Language spoken at home	naturalized	72%	47%	56%	25%	49%	45%
	english	83%	67%	67%	28%	44%	58%
	spanish	6%	18%	16%	64%	33%	27%
	asian-lang	7%	9%	12%	4%	15%	10%
Language Fluency	other lang	4%	6%	5%	5%	8%	5%
	Speaks Eng. "Less than Very Well"	6%	14%	10%	34%	24%	17%
Education (among those age 25+)	hs grad	54%	52%	53%	41%	45%	49%
	bachelor	27%	25%	27%	11%	22%	23%
	graduated/degree	16%	14%	10%	7%	13%	12%
Child in Household	employed	30%	28%	40%	46%	38%	36%
	child-under18	30%	28%	40%	46%	38%	36%
Work (percent of pop age 16+)	employed	58%	58%	65%	64%	64%	62%
	Commute on Public Transit	1%	2%	1%	7%	3%	3%
Household Income	income 0-25k	8%	18%	12%	24%	15%	14%
	income 25-50k	13%	15%	13%	30%	19%	17%
	income 50-75k	15%	16%	16%	19%	12%	15%
	income 75-200k	51%	42%	51%	25%	46%	44%
	income 200k plus	13%	10%	8%	2%	8%	9%
Household Status	single family	94%	69%	74%	46%	68%	72%
	multi family	6%	31%	26%	54%	32%	28%
	vacant	1%	5%	4%	4%	3%	3%
	occupied	99%	95%	96%	96%	97%	97%
	rented	16%	37%	36%	71%	36%	37%
Household Ownership	owned	84%	63%	64%	29%	64%	63%
	owned	84%	63%	64%	29%	64%	63%

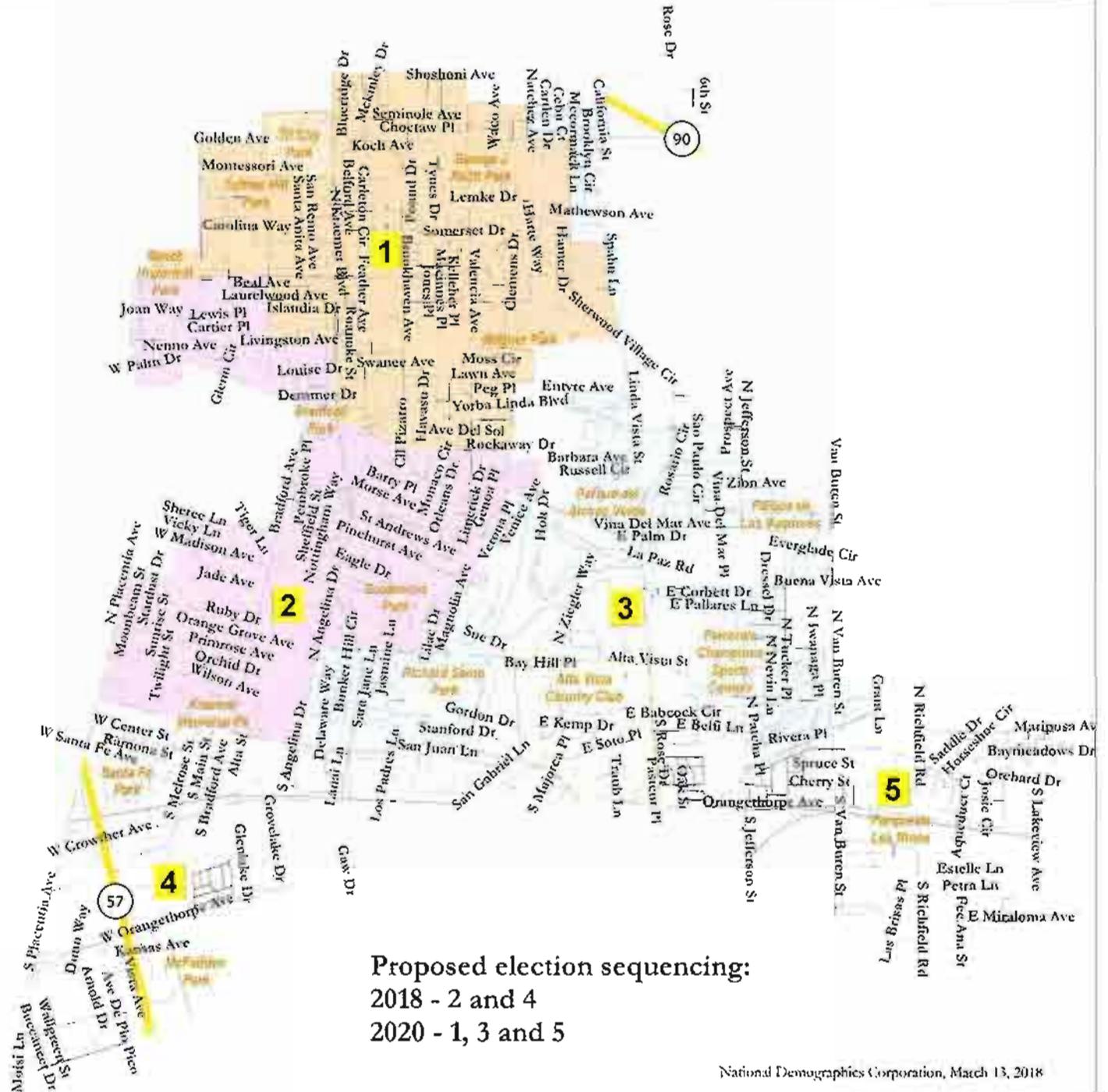
Total and Voting Age population data from the 2010 Decennial Census.

Surname-based Voter Registration and Turnout data from the California Statewide Database.

Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NII White and NII Black registrations and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2011-2015 American Community Survey and Special Tabulation 5-year data.

City of Placentia 2018 Districting

Purple

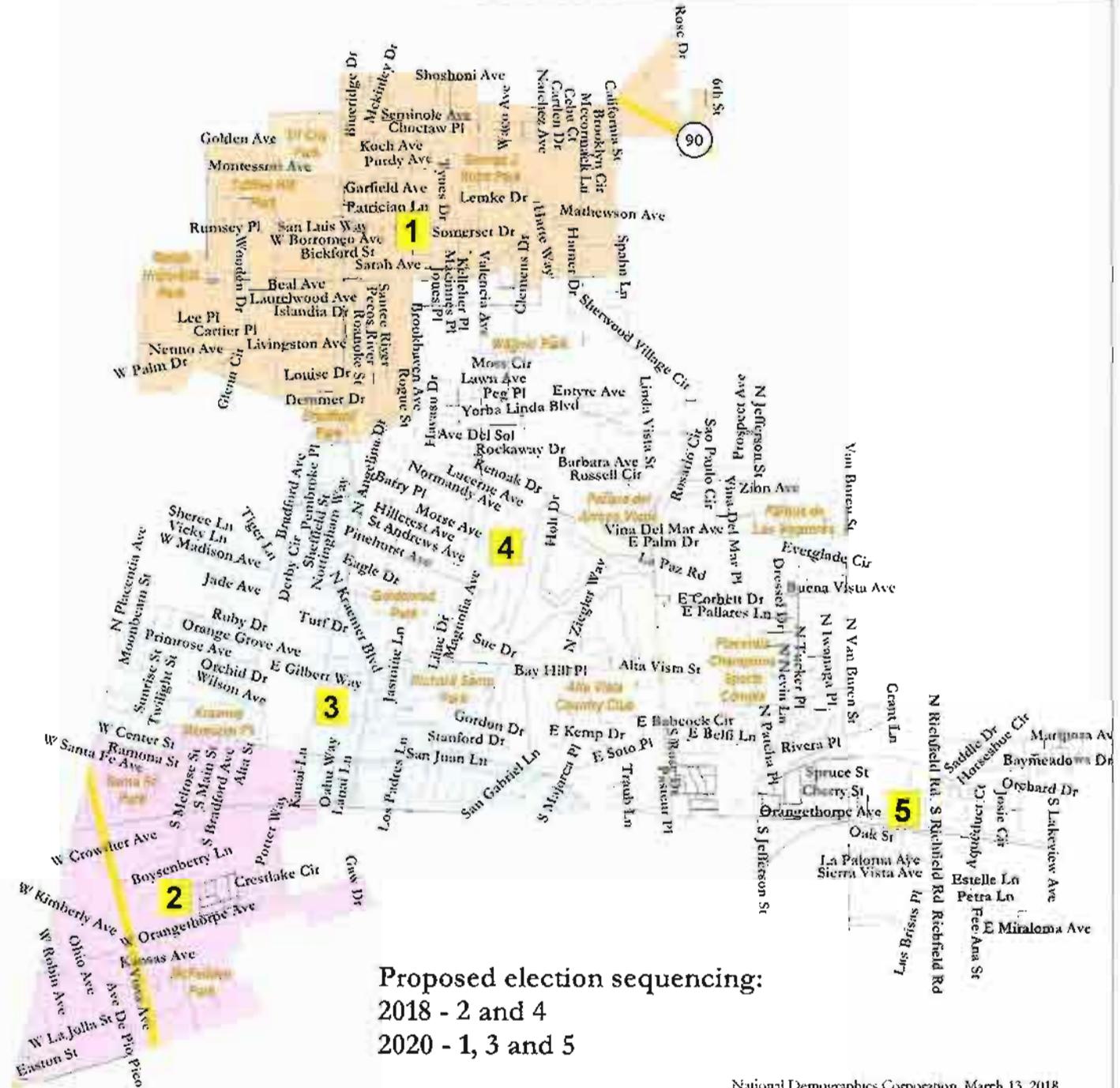


City of Placentia - Purple Draft Map							
District		1	2	3	4	5	Total
Ideal	Total Pop	9,881	9,694	10,088	10,348	10,344	50,555
10,111	Deviation from ideal	-230	-417	-23	437	233	854
	% Deviation	-2.27%	-4.12%	-0.23%	4.32%	2.30%	8.45%
Total Pop	% Hisp	17%	36%	16%	81%	30%	36%
	% NII White	69%	49%	55%	13%	40%	45%
	% NII Black	2%	2%	2%	1%	3%	2%
	% Asian-American	12%	12%	26%	4%	26%	16%
Voting Age Pop	Total	7,713	7,576	7,853	7,196	7,766	38,104
	% Hisp	14%	33%	15%	76%	27%	32%
	% NII White	72%	52%	58%	17%	43%	49%
	% NII Black	1%	1%	2%	2%	3%	2%
Citizen Voting Age Pop	% Asian-American	11%	12%	24%	5%	26%	16%
	Total	7,675	6,771	7,583	3,786	6,764	32,578
	% Hisp	20%	26%	17%	62%	27%	27%
	% NII White	66%	57%	56%	27%	45%	53%
Voter Registration (Nov 2016)	% NII Black	1%	3%	2%	2%	2%	2%
	% Asian/Pac. Isl.	12%	14%	25%	9%	26%	18%
	Total	6,692	5,367	6,815	2,592	4,965	26,432
	% Latino est.	17%	27%	18%	60%	27%	25%
Voter Turnout (Nov 2016)	% Asian-Surnamed	6%	8%	12%	4%	15%	10%
	% Filipino-Surnamed	1%	1%	2%	1%	2%	1%
	% Spanish-Surnamed	15%	24%	16%	54%	24%	23%
	% NII White est.	74%	61%	63%	26%	53%	60%
	% NII Black	2%	2%	2%	2%	1%	2%
	Total	5,621	4,397	5,630	1,838	3,767	21,253
Voter Turnout (Nov 2014)	% Latino	16%	26%	17%	58%	25%	24%
	% Asian-Surnamed	6%	7%	11%	3%	14%	9%
	% Filipino-Surnamed	1%	1%	2%	1%	2%	1%
	% Spanish-Surnamed	15%	23%	15%	52%	23%	21%
	% NII White est.	75%	63%	65%	28%	56%	63%
	% NII Black est.	2%	2%	2%	2%	1%	2%
ACS Pop. List.	Total	3,338	2,402	2,781	705	1,705	10,931
	% Latino	11%	19%	12%	45%	16%	16%
	% Asian-Surnamed	4%	5%	9%	4%	11%	7%
	% Filipino-Surnamed	0%	1%	1%	1%	2%	1%
	% NII White est.	84%	72%	72%	34%	69%	73%
	% NII Black est.	0%	2%	1%	1%	1%	1%
Age	age0-19	24%	22%	25%	34%	28%	27%
	age20-60	52%	58%	53%	57%	59%	56%
	age60plus	24%	19%	22%	9%	14%	18%
Immigration	immigrants	13%	28%	22%	43%	30%	27%
	naturalized	69%	45%	64%	21%	54%	45%
Language spoken at home	english	83%	60%	69%	23%	57%	58%
	spanish	6%	23%	14%	71%	19%	27%
	asian-lang	7%	9%	12%	4%	17%	10%
	other lang	4%	8%	5%	3%	7%	5%
Language Fluency	Speaks Eng. "Less than Very Well"	5%	16%	12%	37%	16%	17%
Education (among those age 25+)	hs-grad	53%	51%	52%	40%	50%	49%
	bachelor	27%	22%	27%	9%	27%	23%
	graduate degree	16%	14%	14%	5%	11%	12%
Child in Household	child-under18	30%	20%	33%	45%	42%	36%
Work (percent of pop age 16+)	employed	57%	61%	60%	63%	67%	62%
	Commute on Public Transit	1%	3%	1%	8%	1%	3%
Household Income	income 0-25k	8%	18%	13%	25%	11%	14%
	income 25-50k	13%	17%	12%	33%	15%	17%
	income 50-75k	14%	16%	14%	20%	14%	15%
	income 75-200k	52%	41%	50%	20%	53%	44%
	income 200k-plus	13%	7%	12%	3%	7%	9%
Housing Stats	single family	94%	58%	84%	45%	72%	72%
	multi-family	6%	42%	16%	55%	28%	28%
	vacant	2%	5%	3%	4%	4%	3%
	occupied	98%	95%	97%	96%	96%	97%
	rented	16%	50%	23%	71%	35%	37%
	owned	84%	50%	77%	29%	65%	63%

Total and Voting Age population data from the 2010 Decennial Census.
Surname-based Voter Registration and Turnout data from the California Statewide Database.
Latino voter registration and turnout data are Spanish surname counts adjusted using Census Population Department undercount estimates. NII White and NII Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2011-2015 American Community Survey and Special Tabulation 5 year data.

City of Placentia 2018 Districting

Ruiz 1



City of Placentia - Ruiz 1 Draft Map							
District		1	2	3	4	5	Total
Ideal	Total Pop	10,073	10,067	10,131	10,002	10,282	50,555
10,111	Deviation from ideal	-38	-44	20	-109	171	280
	% Deviation	-0.38%	-0.44%	0.20%	-1.08%	1.69%	2.77%
Total Pop	% Hisp	18%	81%	43%	16%	24%	36%
	% NHI White	69%	13%	35%	59%	48%	45%
	% NHI Black	2%	1%	2%	1%	3%	2%
	% Asian-American	11%	4%	18%	22%	24%	16%
Voting Age Pop	Total	7,827	6,854	7,864	7,689	7,870	38,104
	% Hisp	15%	76%	40%	14%	22%	32%
	% NHI White	72%	17%	38%	62%	51%	49%
	% NHI Black	1%	2%	2%	1%	3%	2%
Citizen Voting Age Pop	% Asian-American	11%	5%	18%	21%	23%	16%
	Total	7,752	3,642	6,716	7,245	7,223	32,578
	% Hisp	21%	61%	29%	15%	25%	27%
	% NHI White	66%	28%	44%	60%	52%	53%
Voter Registration (Nov 2016)	% NHI Black	2%	2%	3%	1%	2%	2%
	% Asian/Pac. Isl.	10%	9%	23%	23%	19%	18%
	Total	6,954	2,525	4,752	6,585	5,616	26,432
	% Latino est.	17%	60%	34%	17%	22%	25%
Voter Turnout (Nov 2016)	% Asian-Surnamed	7%	4%	12%	11%	12%	10%
	% Filipino-Surnamed	1%	1%	2%	2%	2%	1%
	% Spanish-Surnamed	15%	54%	31%	15%	20%	23%
	% NHI White est.	74%	26%	49%	69%	57%	60%
	% NHI Black	2%	1%	3%	1%	2%	2%
	Total	5,874	1,791	3,700	5,468	4,420	21,253
Voter Turnout (Nov 2014)	% Latino	16%	58%	33%	17%	21%	24%
	% Asian-Surnamed	6%	3%	11%	10%	11%	9%
	% Filipino-Surnamed	1%	1%	2%	2%	2%	1%
	% Spanish-Surnamed	15%	52%	30%	15%	19%	21%
	% NHI White est.	75%	27%	52%	71%	59%	63%
	% NHI Black est.	2%	1%	3%	1%	2%	2%
ACS Pop. Est.	Total	3,367	691	1,931	2,914	2,027	10,931
	% Latino	11%	44%	23%	10%	16%	16%
	% Asian-Surnamed	4%	4%	9%	7%	9%	7%
	% Filipino-Surnamed	0%	1%	1%	1%	2%	1%
	% NHI White est.	84%	35%	64%	81%	66%	73%
	% NHI Black est.	0%	1%	3%	1%	2%	1%
Age	Total	10,500	10,078	10,366	10,283	10,737	51,964
	age0-19	24%	35%	24%	24%	27%	27%
	age20-60	53%	56%	61%	51%	58%	56%
Immigration	age60plus	23%	9%	15%	26%	15%	18%
	immigrants	13%	43%	35%	23%	22%	27%
Language spoken at home	naturalized	67%	21%	47%	62%	56%	45%
	english	82%	22%	48%	70%	66%	58%
	spanish	7%	71%	29%	13%	16%	27%
	asian-lang	7%	4%	13%	11%	12%	10%
Language Fluency	other lang	4%	3%	9%	5%	5%	5%
	Speaks Eng. "Less than Very Well"	6%	37%	22%	13%	10%	17%
Education (among those age 25+)	hs-grad	53%	40%	48%	52%	53%	49%
	bachelor	28%	9%	21%	27%	27%	23%
	graduate/degree	16%	5%	14%	15%	10%	12%
Child in Household	child-under18	30%	45%	34%	31%	40%	36%
	employed	58%	62%	66%	57%	65%	62%
Household Income	Commute on Public Transit	1%	8%	3%	1%	1%	3%
	income 0-25k	8%	26%	16%	14%	12%	14%
	income 25-50k	14%	33%	19%	12%	13%	17%
	income 50-75k	14%	20%	15%	13%	16%	15%
	income 75-200k	52%	19%	45%	48%	51%	44%
Housing Stats	income 200k-plus	12%	3%	5%	13%	9%	9%
	single family	89%	45%	57%	87%	75%	72%
	multi-family	11%	55%	43%	13%	25%	28%
	vacant	2%	4%	4%	3%	4%	3%
	occupied	98%	96%	96%	97%	96%	97%
	rented	20%	71%	49%	18%	36%	37%
Total and Voting Age population data from the 2010 Decennial Census.	owned	80%	29%	51%	82%	64%	63%
	Surname-based Voter Registration and Turnout data from the California Statewide Database.						
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NHI White and NHI Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2011-2013 American Community Survey and Special Tabulation 3-year data.							

City of Placentia - Yellow Draft Map							
District		1	2	3	4	5	Total
Ideal	Total Pop	9,949	10,482	9,947	9,898	10,279	50,555
	Deviation from ideal	-162	371	-164	-213	168	584
10,111	% Deviation	-1.60%	3.67%	-1.62%	-2.11%	1.66%	5.78%
	% Hisp	17%	74%	25%	33%	31%	36%
Total Pop	% NH White	70%	17%	50%	51%	38%	45%
	% NH Black	1%	1%	3%	2%	2%	2%
	% Asian-American	11%	6%	21%	13%	28%	16%
	Total	7,730	7,361	7,527	7,698	7,788	38,104
Young Age Pop.	% Hisp	14%	69%	23%	29%	28%	32%
	% NH White	72%	22%	54%	54%	41%	49%
	% NH Black	1%	1%	3%	2%	2%	2%
	% Asian-American	11%	7%	20%	13%	28%	16%
Citizen Young Age Pop	Total	7,623	4,268	7,098	6,951	6,638	32,578
	% Hisp	19%	52%	28%	23%	22%	27%
	% NH White	67%	35%	52%	59%	43%	53%
	% NH Black	1%	3%	2%	3%	1%	2%
Voter Registration (Nov 2016)	% Asian/Pac.Isl.	11%	10%	17%	14%	34%	18%
	Total	6,750	3,134	5,322	5,985	5,240	26,432
	% Latino est.	17%	49%	22%	24%	27%	25%
	% Asian-Surnamed	7%	6%	11%	9%	16%	10%
Voter Turnout (Nov 2016)	% Filipino-Surnamed	1%	1%	2%	1%	2%	1%
	% Spanish-Surnamed	15%	44%	19%	22%	24%	23%
	% NH White est.	75%	40%	62%	60%	51%	60%
	% NH Black	1%	3%	2%	2%	1%	2%
	Total	5,694	2,379	4,234	4,878	4,068	21,253
	% Latino	16%	47%	21%	23%	25%	24%
Voter Turnout (Nov 2014)	% Asian-Surnamed	6%	5%	10%	8%	14%	9%
	% Filipino-Surnamed	1%	1%	1%	1%	2%	1%
	% Spanish-Surnamed	15%	42%	18%	21%	21%	21%
	% NH White est.	76%	43%	65%	62%	54%	63%
	% NH Black est.	1%	3%	2%	2%	1%	2%
	Total	3,380	1,026	2,015	2,439	2,071	10,931
ACS Pop. 1-st.	% Latino	11%	38%	16%	14%	16%	16%
	% Asian-Surnamed	4%	6%	8%	6%	11%	7%
	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%
	% NH White est.	84%	52%	73%	72%	66%	73%
	% NH Black est.	0%	2%	2%	3%	0%	1%
Age	Total	10,257	10,565	10,471	10,172	10,498	51,964
	age0-19	24%	32%	27%	23%	28%	27%
	age20-60	52%	59%	58%	55%	55%	56%
Immigration	age60plus	24%	10%	16%	22%	17%	18%
	immigrants	13%	40%	21%	27%	34%	27%
Language spoken at home	naturalized	68%	24%	58%	45%	52%	45%
	english	83%	31%	68%	60%	49%	58%
	spanish	6%	59%	15%	26%	28%	27%
	asian-lang	7%	3%	12%	8%	16%	10%
Language Fluency	other lang	4%	5%	5%	6%	7%	5%
	Speaks Eng. "Less than Very Well"	6%	32%	10%	17%	22%	17%
Education (among those age 25+)	hs-grad	53%	42%	54%	51%	47%	49%
	bachelor	27%	13%	27%	22%	24%	23%
	graduatedegree	16%	8%	10%	13%	13%	12%
Child in household	employed	30%	43%	40%	29%	38%	36%
	child-under18	57%	63%	64%	60%	63%	62%
Work (percent of pop age 16+)	Commute on Public Transit	1%	6%	1%	3%	2%	3%
	income 0-25k	8%	24%	12%	18%	13%	14%
	income 25-50k	13%	28%	13%	17%	17%	17%
	income 50-75k	15%	19%	16%	16%	12%	15%
	income 75-200k	51%	26%	51%	40%	49%	44%
Housing Stats	income 200k-plus	13%	3%	9%	9%	9%	9%
	single family	92%	43%	77%	69%	74%	72%
	multi-family	8%	57%	23%	31%	26%	28%
	vacant	2%	5%	4%	4%	3%	3%
	occupied	98%	95%	96%	96%	97%	97%
	rented	17%	71%	34%	39%	31%	37%
	owned	83%	29%	66%	61%	69%	63%

Total and Voting Age population data from the 2010 Decennial Census.

Surname-based Voter Registration and Turnout data from the California Statewide Database.

Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2011-2015 American Community Survey and Special Tabulation 3-year data.

ORDINANCE NO. O-2018-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA ADDING CHAPTER 2.10 ENTITLED "CITY COUNCIL DISTRICT BOUNDARIES" AND ADOPTING A MAP ESTABLISHING THE BOUNDARIES AND IDENTIFICATION NUMBER OF EACH ELECTORAL DISTRICT

City Attorney Summary

This Ordinance would add Chapter 2.10 to the City of Placentia Municipal Code establishing district boundaries for the five City Council districts. At the November 2016 election, the electorate approved a measure amending the City's Charter to change from an at-large system of electing members of the City Council to a by-district system of election. Section 600 of the City's Charter provides that the City Council shall consist of five (5) members elected from the City by-district. This Ordinance adopts a map establishing the boundaries and identification number of each of the City Council electoral districts pursuant to subdivision (c) of Section 600 of the City's Charter.

A. Recitals

(i) At the City's General Municipal Election held on November 8, 2016, a measure was placed on the ballot to amend the City Charter to provide for the by-district election of members of the City Council.

(ii) The measure was placed on the November 2016 ballot pursuant to a settlement agreement that the City entered into with Joseph V. Aguirre in February of 2016 and that was subsequently amended in July of 2016.

(iii) The City's electorate approved the Charter amendment by a majority vote at the November 8, 2016 General Municipal Election.

(iv) The Charter amendment repealed and replaced Sections 600 and 601 of the City Charter and established by-district election for the five members of the City Council.

(v) Subsection (c) of Section 600 of the Charter provides that the five (5) Council districts are "to be determined by the City Council in any manner provided by law."

(vi) Under the provisions of California Elections Code Section 10010, a political subdivision that changes from an at-large method of election to a by-district method of election shall hold at least two public hearings over a period of no more than thirty (30) days, at which the public is invited to provide input regarding the composition of the districts.

(vii) Pursuant to the requirements of Elections Code Section 10010, the City Council held public hearings on February 6, 2018 and February 20, 2018 prior to drawing draft maps of the proposed district boundaries to receive input from the public regarding the composition of the districts.

(viii) Under the provisions of California Elections Code Section 10010, a political subdivision shall hold at least two additional hearings over a period of no more than 45 days, after draft maps are drawn, at which the public is invited to provide input regarding the content of the draft maps and the proposed sequence of elections.

(ix) Pursuant to the requirements of Elections Code Section 10010, after the district maps were drawn, the City Council held public hearings regarding the proposed draft maps on March 20, 2018 and May 1, 2018 to receive public input regarding the draft maps, and received proposed draft maps from members of the public.

(x) While not required under the Elections Code, the City also held a community forum on March 28, 2018 to receive additional public input regarding the proposed draft maps and answer the public's questions regarding the district-drawing process.

(xi) On May 1, 2018, the City Council selected one of the proposed district maps establishing the district boundaries and identification number of each electoral district, which is attached hereto as Exhibit "A."

B. Ordinance

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

SECTION 1. Title 2 of the City's Municipal Code is hereby amended by adding Chapter 2.10 titled "City Council District Boundaries" to read as follows:

"2.10 - City Council District Boundaries

2.10.010 District Boundaries. Pursuant to Section 600 of the City Charter, the boundaries for the five (5) City Council districts and the identification number of each district shall be as described on the Council District Map attached hereto as Exhibit "A" and incorporated herein by this reference.

2.10.020 Council Elections Sequenced. Pursuant to Section 600 of the City Charter, the members of the Council elected by the second and fourth Council districts shall be elected commencing in the year 2018 to the Council seats then open, and in each fourth year thereafter. The members of the Council elected by the first, third, and fifth Council districts shall be elected commencing in the year 2020 to the Council seats then open, and in each fourth year thereafter.

2.10.030 Changes in Boundaries of Council Districts. The City Council may adjust the boundaries of any or all of the districts as provided in Section 600 of the City Charter."

SECTION 2. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance or Chapter 2.10 is for any reason held to be invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Ordinance shall nonetheless remain in full force and effect. The City Council of the City of Placentia hereby declares that it would have adopted each section, subsection, sentence, clause, phrase, or portion of this Ordinance, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions of this Ordinance be declared invalid or unenforceable.

SECTION 3. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published and posted pursuant to the provisions of law and this Ordinance shall take effect thirty (30) days after passage.

PASSED, APPROVED AND ADOPTED this ____ day of ____, 201__.

Chad P. Wanke

ATTEST:

Patrick J. Melia, City Clerk

I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing Ordinance was adopted at a regular meeting of the City Council of the City of Placentia, held on the ____ day of _____, 201__ by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

Patrick J. Melia, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney



City of Placentia

Process of Transitioning to District-Based Elections
Ordinances Establishing District Boundaries
Term Limits

05.01.18

Presented by Youstina N. Aziz, Esq.

Elections Code Section 10010

Public Hearing Process

- **First and Second public hearings before district maps are drawn (no more than 30 days apart)**
 - February 6 and February 20, 2018
 - Purpose: receive public input regarding the composition of the districts
- **Publish maps at least 7 days before consideration at hearing**
 - First set of maps were posted on March 13, 2018
 - Total of 8 maps (2 maps from public - Kirwin Map 1 and Ruiz Map 1; MALDEF Map 1; and 5 NDC maps)

Elections Code Section 10010 Public Hearing Process (cont'd)

- **Third and Fourth public hearings after maps are drawn (over a period of no more than 45 days)**
 - March 20 and May 1, 2018
 - Purpose: receive public input regarding the content of the draft maps and the proposed sequence of elections
- **Maps published between Third and Fourth public hearings**
 - City received three new maps submitted by members of the public after the March 20th third public hearing (Baldonasa 1, Jefferson Map 1, and Jefferson Map 2)
 - Maps were published on April 12, 2018

Community Forum Meeting

- Not required under Elections Code Section 10010 or the Settlement Agreement
- Held on March 28, 2018 at the Backs Community Building at Kraemer Park
- Attended by about a dozen members of the public
- Purpose: receive input regarding the maps and answer questions regarding the transition process and proposed maps

Map Selection

- At the conclusion of this fourth public hearing, City Council would vote to adopt one of the proposed maps
- The map would be incorporated into the ordinances establishing City Council district boundaries
- Map would be implemented in time for the November 2018 Election
- Map would apply to the November 2018 and November 2020 City Council Election
- After the 2020 census results, City Council may adjust district lines under Section 600 of the City Charter

Two Proposed Ordinances

- Ordinance adding Chapter 2.10 entitled “City Council District Boundaries” and adopting a map establishing the boundaries and identification number of each electoral district.
- Emergency ordinance adding Chapter 2.10 entitled “City Council District Boundaries” and adopting a map establishing the boundaries and identification number of each electoral district.

“Regular” Ordinance

- Requires 3 affirmative votes
- Not effective until 30 days from and after its adoption
- Adds Chapter 2.10 to the Municipal Code establishing district boundaries and sequencing

Emergency Ordinance

- Pursuant to Section 615 of City Charter
- Requires 4 affirmative votes
- Effective immediately
- Language is similar to the “Regular” Ordinance
- Reason for proposing emergency ordinance:
 1. Comply with the Settlement Agreement entered into with MALDEF in 2016 - May 1st deadline; and
 2. Allow sufficient time to transmit the district boundaries to the County to implement in time for the November 2018 Election

Term Limits
Charter Section 600

Section 600 - Background

- Section 600 previously defined the number of councilmembers, length of their terms, and established term limits.
- The November 2016 ballot measure sought to establish district-based elections, which required substantial changes to Section 600 and 601.
- Because of the number of changes involved, the amendment repealed and replaced Sections 600 and 601 in their entirety.
- Approval of the ballot measure included a re-adoption of the term limit provisions.

Section 600 – Council Terms

- Term Limits are found in paragraph (a), which states:

There shall be a City Council consisting of five (5) members elected from the City by district, at the times and in the manner in this Charter provided. The term of office for members of the City Council shall be four (4) years, or in the case of an appointment or election to an unexpired term of office, the term of office shall be equal to the unexpired term of office, and until their respective successors qualify. **No person shall serve more than three (3) consecutive terms of office as a member of the City Council, including any portion of an unexpired term of office to which such person has been appointed or elected.** The term limit provisions of this section shall apply prospectively only and shall apply only to terms of office commencing on or after the date this amendment to the City Charter was approved by the City's electorate.

Section 600 – Term Limits

Effect → Term Limits are reset as of the date of the amendment (November 2016):

- No more than three (3) consecutive terms of office;
- Including any portion of an unexpired term of office;
- Applies prospectively only; and
- Apply only to terms of office commencing on or after the date of the 2016 amendment.

Summary of Actions to be taken

1. Open the public hearing
2. Receive public input on the maps submitted to date
3. City Council to deliberate and select a map
4. Introduce for first reading the Regular Ordinance, with map attached
5. Hold a second public hearing to adopt the Emergency Ordinance



www.DrawPlacentia.org



City of Placentia Draft Plan Presentation

May 1, 2018

Tentative Project Timeline

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Date	Event
February 6	1 st hearing: gather public input on the composition of districts
February 20	2 nd hearing: gather public input on the composition of districts
<i>March 11</i>	<i>Deadline to submit draft maps (5 p.m.)</i>
<i>No later than March 13</i>	<i>Draft maps released at City Hall and on project website</i>
March 20	3 rd hearing: public input on draft maps and election sequencing
March 28	Community forum meeting to discuss draft maps
May 1	4 th hearing: public input on draft maps and election sequencing
	5 th hearing: introduce ordinance
<i>May 1</i>	<i>Settlement Deadline to submit lines to County Registrar</i>
Nov. 2018	First by-district elections in Districts 2 & 4, including district with highest Latino percentage of CVAP
Nov. 2020	First by-district elections in Districts 1, 3, & 5
2021	Redraw districts using 2020 Census data

Federal Laws

- ❑ Equal Population
- ❑ Federal Voting Rights Act
- ❑ No Racial Gerrymandering

CVRA Settlement Requirements

- ❑ **District with highest Latino CVAP holds election in 2018**

“The boundaries of the electoral district map . . . shall be drawn in accordance with the criteria set forth in the following order of priority:

 - i. Districts shall contain reasonably equal total population;
 - ii. Districts shall comply with applicable federal and state law, including, without limitation, the CVRA, the Constitution of the United States and of the State of California, and the federal Voting Rights Act of 1965, as amended, 52 U.S.C. §§ 10301, et seq.;
 - iii. Districts shall be geographically contiguous and drawn to encourage geographic compactness; and
 - iv. Districts shall be drawn with respect for geographic integrity of any neighborhood and any community of interest, including racial, ethnic, and language minorities, to the extent possible without violating the requirements of any of the preceding provisions.”

Other considerations are allowed as long as they do not conflict with any of these requirements.

Draft Maps

These maps can be reviewed in much more detail using the interactive map viewer, available [online at this link](#).



NDC Maroon

National Demographics Corporation

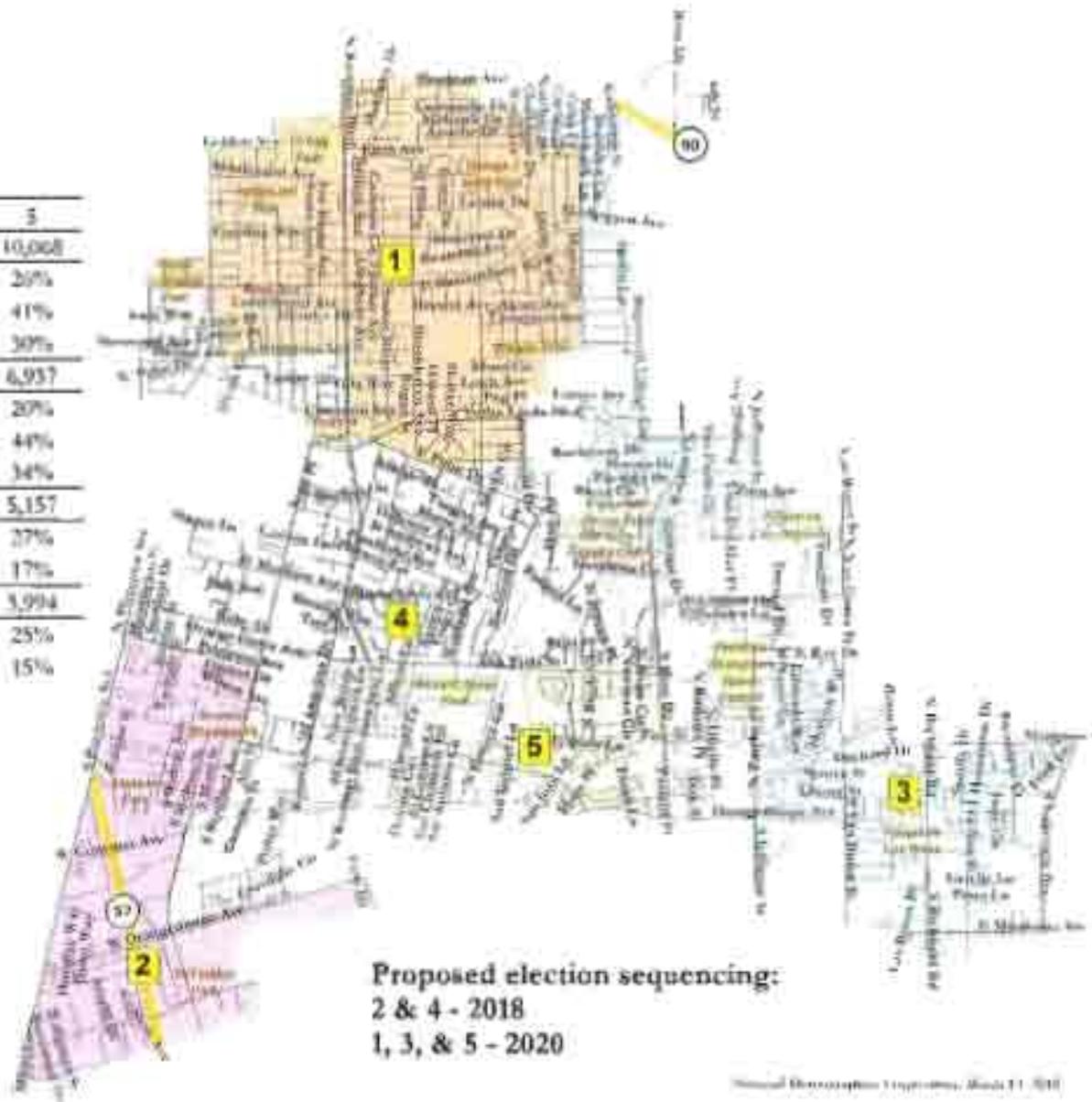


City of Placentia 2018 Districting

Maroon Demographics

Demographic	4.79%	1	2	3	4	5
Total Pop		9,860	10,344	10,289	9,994	10,068
Total	% Hisp	16%	87%	26%	26%	26%
	% NHW	67%	8%	52%	56%	41%
	% Asian	12%	3%	19%	13%	30%
CVAP	Total	7,627	3,371	7,311	7,531	6,937
	% Hisp	19%	75%	28%	17%	20%
	% NHW	67%	17%	53%	64%	44%
Reg (Nov. 16)	Total	6,707	2,568	5,581	6,410	5,157
	% Lat.	17%	63%	21%	22%	37%
	% Asian	7%	4%	10%	9%	17%
Vote (Nov. 16)	Total	5,638	1,844	4,459	5,318	3,994
	% Lat.	17%	61%	20%	21%	25%
	% Asian	6%	4%	9%	8%	15%

- Map layers
- Maroon
 - Water Area
 - Landmark Area
 - Pipeline/Power Line
 - Railroad
 - River
 - Street



Proposed election sequencing:
 2 & 4 - 2018
 1, 3, & 5 - 2020



NDC Olive

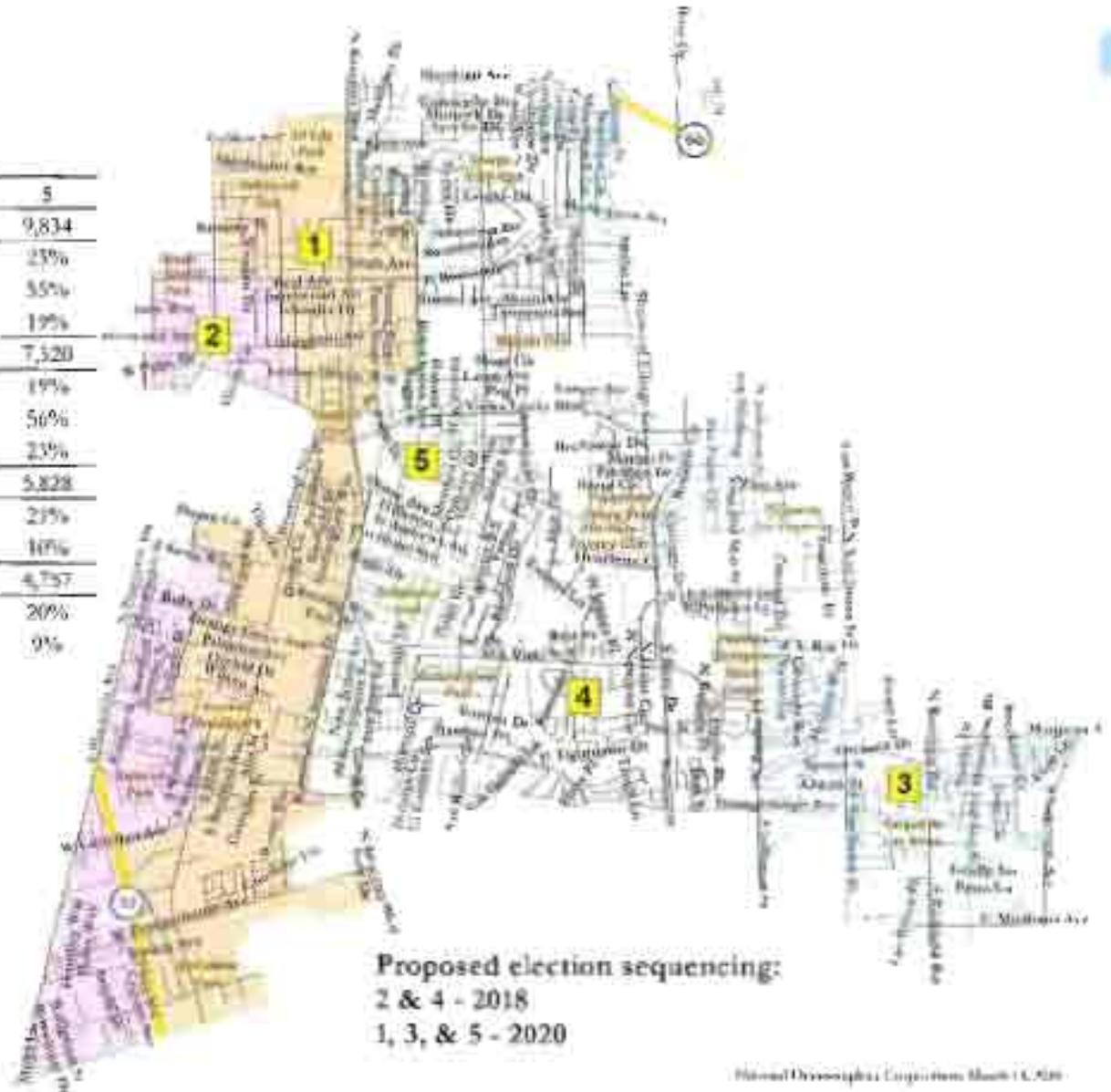
National Geographic Corp



City of Placentia 2018 Districting

Olive Demographics

Deviation	5.44%	1	2	3	4	5
Total Pop	10,301	9,955	10,081	10,384	9,834	
Total	% Hisp	43%	76%	25%	16%	23%
	% NHW	48%	17%	50%	56%	55%
	% Asian	10%	5%	21%	23%	19%
CVAP	Total	6,763	3,749	7,162	7,584	7,520
	% Hisp	20%	50%	26%	17%	19%
	% NHW	58%	31%	53%	56%	56%
Reg (Nov. 16)	% Asian	10%	8%	18%	24%	23%
	Total	5,348	2,977	5,527	6,853	5,828
	% Lat.	30%	51%	22%	18%	23%
Vote (Nov. 16)	% Asian	7%	5%	11%	12%	10%
	Total	4,195	2,278	4,402	5,620	4,757
	% Lat.	28%	48%	20%	17%	20%
	% Asian	6%	5%	10%	11%	9%



Map layers

- Olive
- Water Area
- Landmark Area
- Pipeline/Power Line
- Railroad
- River
- Street

Proposed election sequencing:

2 & 4 - 2018

1, 3, & 5 - 2020



NDC Orange

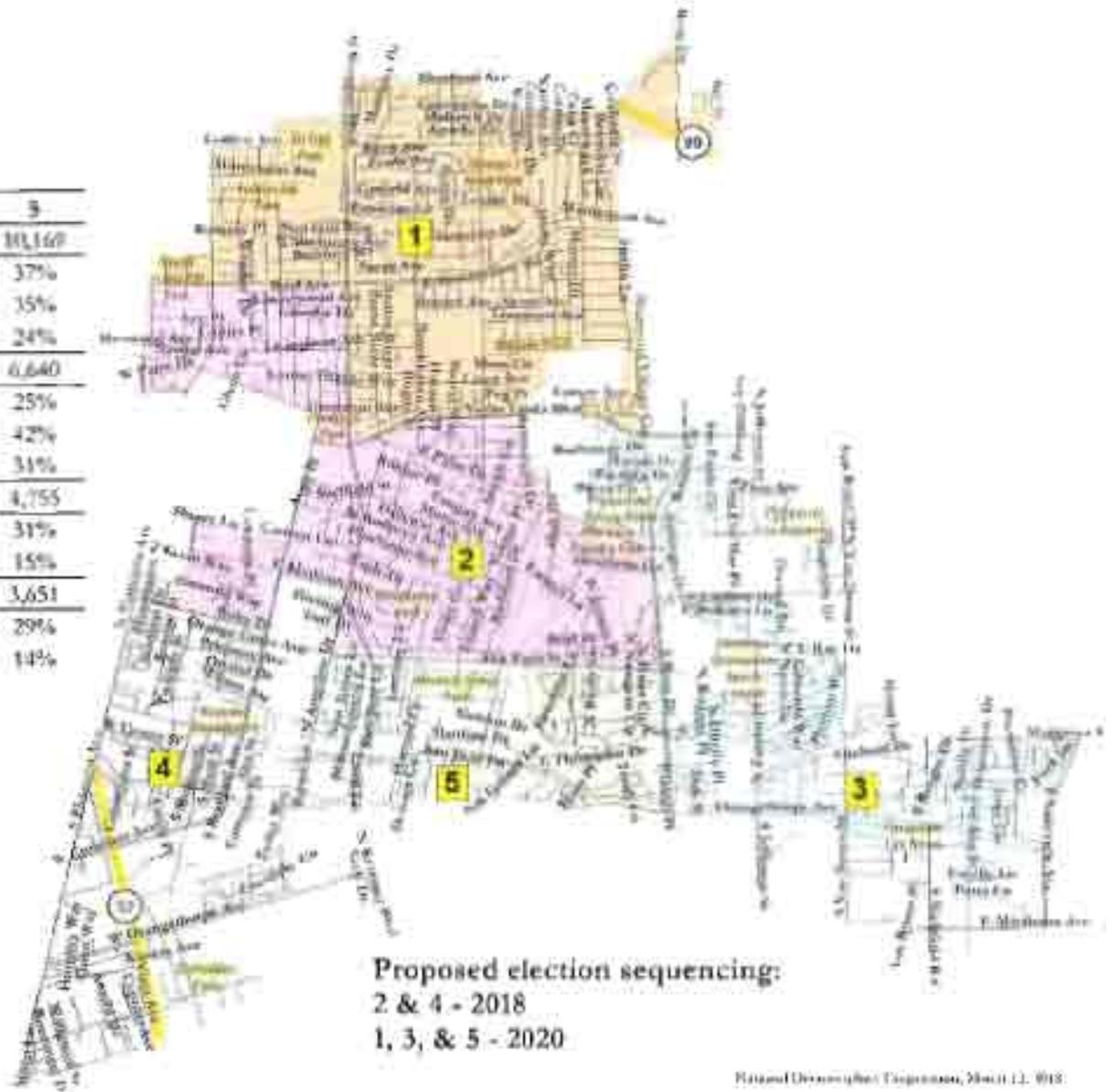
National Demographics Corporation

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City of Placentia 2018 Districting

Orange Demographics

Demographic	%	1	2	3	4	5
Total Pop		10,066	10,004	10,386	9,930	10,169
Total	% Hisp	18%	20%	24%	84%	37%
	% NIW	68%	61%	48%	10%	35%
	% Asian	11%	16%	24%	3%	24%
CVAP	Total	7,910	7,321	7,190	3,516	6,640
	% Hisp	20%	13%	28%	71%	25%
	% NIW	65%	68%	50%	21%	42%
Reg (Nov. 16)	Total	6,857	6,724	5,604	2,441	4,755
	% Lat.	16%	19%	22%	65%	31%
	% Asian	6%	9%	12%	5%	15%
Vote (Nov. 16)	Total	5,773	5,657	4,410	1,762	3,651
	% Lat.	16%	18%	21%	63%	29%
	% Asian	0%	8%	11%	4%	14%



NDC NDC Purple

National Demographic Center



City of Placentia 2018 Districting

Purple Demographics

Deviation	8.45%	1	2	3	4	5
Total Pop	7,881	9,014	10,088	11,548	10,344	
Total	% Hisp	17%	30%	10%	81%	30%
	% NHW	69%	49%	55%	13%	40%
	% Asian	12%	12%	26%	4%	20%
CVAP	Total	7,675	6,773	7,583	3,786	6,764
	% Hisp	20%	20%	17%	62%	27%
	% NHW	66%	57%	56%	27%	45%
Reg (Nov. 16)	Total	6,692	5,367	6,815	2,592	4,965
	% Lat.	17%	27%	18%	60%	27%
	% Asian	6%	8%	12%	4%	15%
Vote (Nov. 16)	Total	5,621	4,397	5,630	1,838	3,767
	% Lat.	16%	26%	17%	58%	25%
	% Asian	0%	7%	11%	3%	14%



Map layers
Purple
Water Area
Landmark Area
Pipeline/Powers Line
Railroad
River
Street

Proposed election sequencing:
2 & 4 - 2018
1, 3, & 5 - 2020

NDC NDC Yellow

National Demographics Corporation

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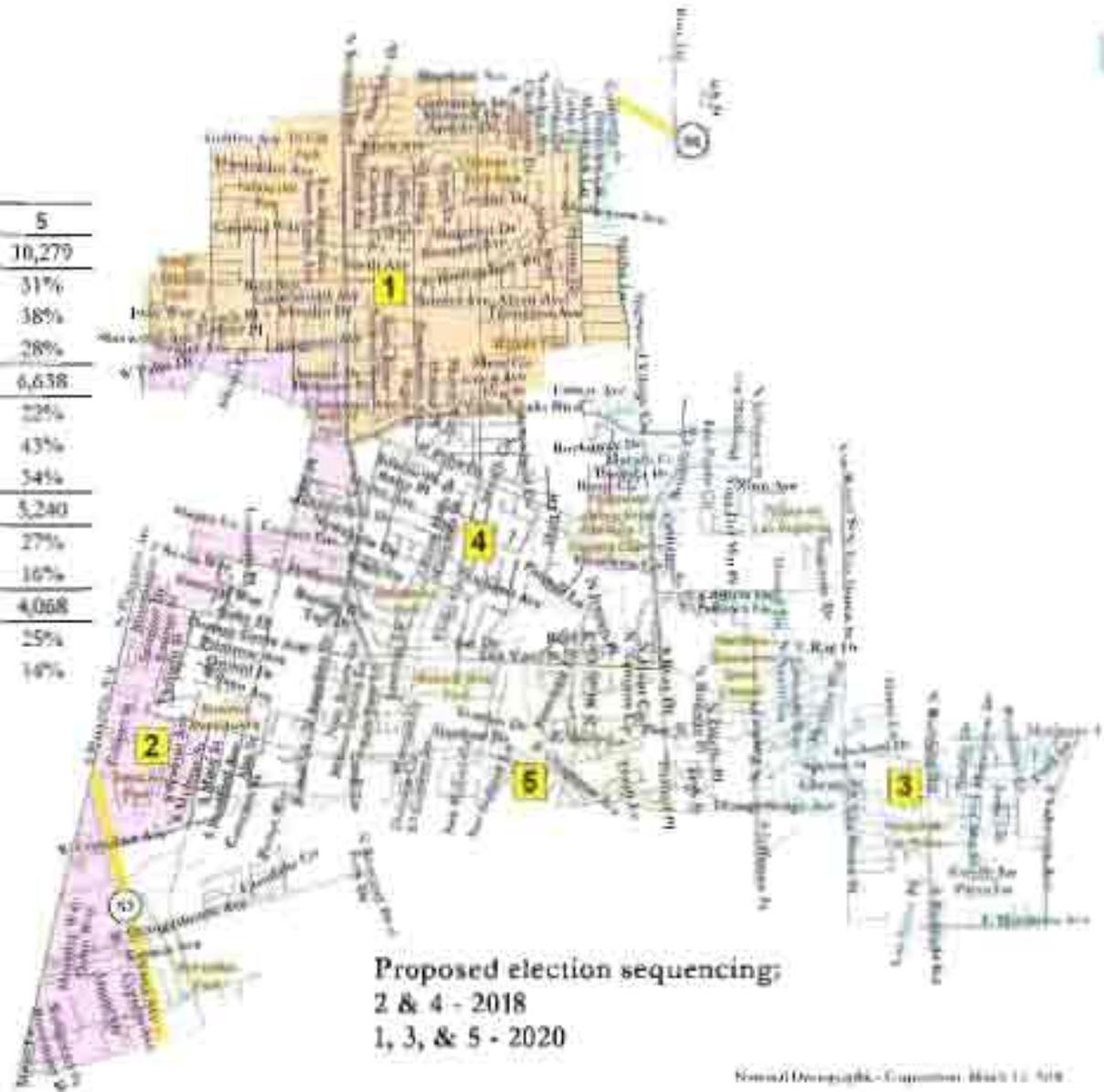
City of Placentia 2018 Districting

Yellow Demographics

Deviation	5.78%	1	2	3	4	5
Total Pop		9,949	10,482	9,947	9,898	10,279
Total	% Hisp	17%	74%	25%	33%	31%
	% NHW	70%	17%	50%	51%	38%
	% Asian	11%	6%	21%	13%	28%
CVAP	Total	7,623	4,268	7,098	6,951	6,638
	% Hisp	19%	52%	28%	23%	22%
	% NHW	67%	35%	52%	59%	43%
	% Asian	11%	10%	17%	14%	24%
Reg (Nov. 16)	Total	6,750	3,134	5,122	5,985	5,240
	% Lat.	17%	47%	22%	24%	27%
	% Asian	7%	6%	11%	9%	16%
Vote (Nov. 16)	Total	5,674	2,379	4,234	4,878	4,068
	% Lat.	16%	47%	21%	23%	25%
	% Asian	6%	5%	10%	8%	14%

Map layers

Yellow
Water Area
Landmark Area
Pipeline/Power Line
Railroad
Buses
Streets



May 1, 2015

National Demographics Corporation, March 12, 2015



Kirwin 1

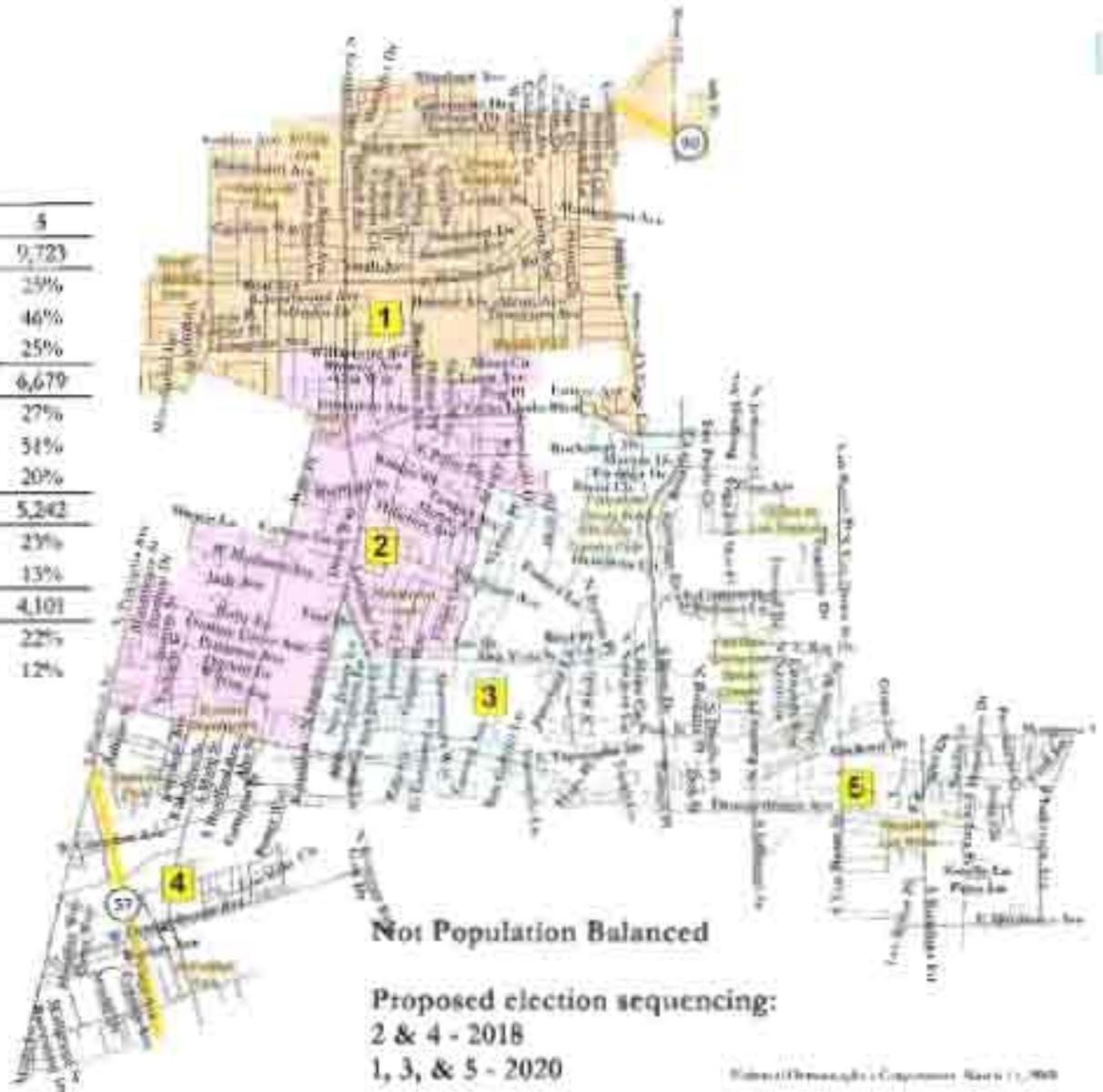
National Demographics Center

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City of Placentia 2018 Districting

Kirwin 1 Demographics

Demographic	15.06%	1	2	3	4	5
Total Pop		10,728	9,621	9,480	11,003	9,723
Total	% Hisp	18%	35%	22%	79%	25%
	% NHW	69%	49%	46%	15%	46%
	% Asian	11%	12%	29%	4%	25%
CVAP	Total	8,208	6,904	6,629	4,158	6,679
	% Hisp	20%	26%	17%	58%	27%
	% NHW	66%	56%	50%	31%	51%
Reg (Nov. 16)	Total	7,189	5,443	5,704	2,854	5,242
	% Lat	17%	27%	20%	59%	23%
	% Asian	7%	7%	16%	4%	13%
Vote (Nov. 16)	Total	6,072	4,432	4,625	2,023	4,101
	% Lat	16%	26%	19%	58%	22%
	% Asian	6%	7%	14%	3%	12%



- Map layers**
- Kirwin 1
 - Water Area
 - Landmark Area
 - Pipeline/Power Line
 - Railroad
 - River
 - Streets



Ruiz 1

National Demographic & Geographic

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City of Placentia 2018 Districting

Ruiz 1 Demographics

Demographic	2.77%	1	2	3	4	5
Total Pop		10,073	10,067	10,131	10,002	10,282
Total	% Hisp	18%	81%	43%	16%	24%
	% NHW	66%	13%	35%	59%	48%
	% Asian	11%	4%	18%	22%	24%
CVAP	Total	7,752	3,642	6,716	7,245	7,223
	% Hisp	21%	61%	29%	15%	25%
	% NHW	66%	28%	44%	60%	52%
Reg (Nov. 16)	Total	6,954	2,525	4,752	6,585	5,616
	% Lat	17%	60%	34%	17%	22%
	% Asian	7%	4%	12%	11%	12%
Vote (Nov. 16)	Total	3,074	1,791	3,700	5,468	4,420
	% Lat	16%	58%	33%	17%	21%
	% Asian	6%	3%	11%	10%	11%





MALDEF 1 (Renumbered)

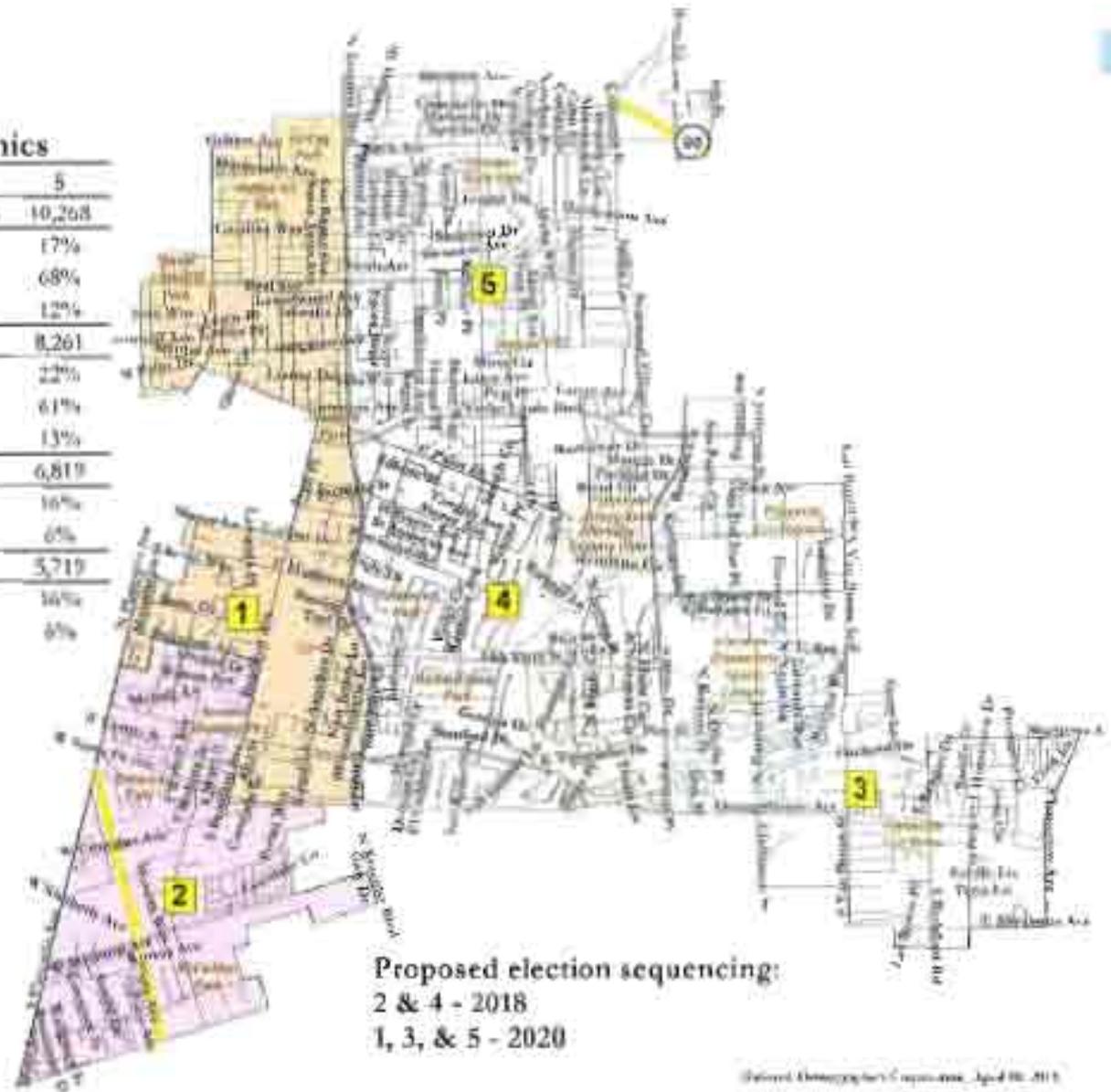
National Demographics Corp.

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City of Placentia
2018 Districting

MALDEF 1 (Renumbered) Demographics

Demographic	8.54%	1	2	3	4	5
Total Pop	9,780	10,580	9,723	10,198	10,268	
Total	% Hisp	32%	84%	25%	22%	17%
	% NHW	50%	11%	46%	49%	68%
	% Asian	14%	3%	25%	26%	12%
CVAP	Total	6,927	3,643	6,679	7,067	8,261
	% Hisp	23%	68%	27%	14%	22%
	% NHW	89%	25%	51%	54%	61%
Reg (Nov. 16)	Total	5,510	2,637	5,228	6,238	6,819
	% Lat	30%	59%	23%	19%	16%
	% Asian	8%	4%	13%	15%	6%
Vote (Nov. 16)	Total	4,432	1,005	4,089	5,107	5,719
	% Lat	28%	57%	22%	18%	16%
	% Asian	7%	4%	12%	13%	6%



Map layers
MALDEF 1
Water Area
Landmark Area
Pipeline/Power Line
Railroad
Rivers
Streets

Proposed election sequencing:
2 & 4 - 2018
1, 3, & 5 - 2020

NDC Baldonasa 1

National Geographic (2017)

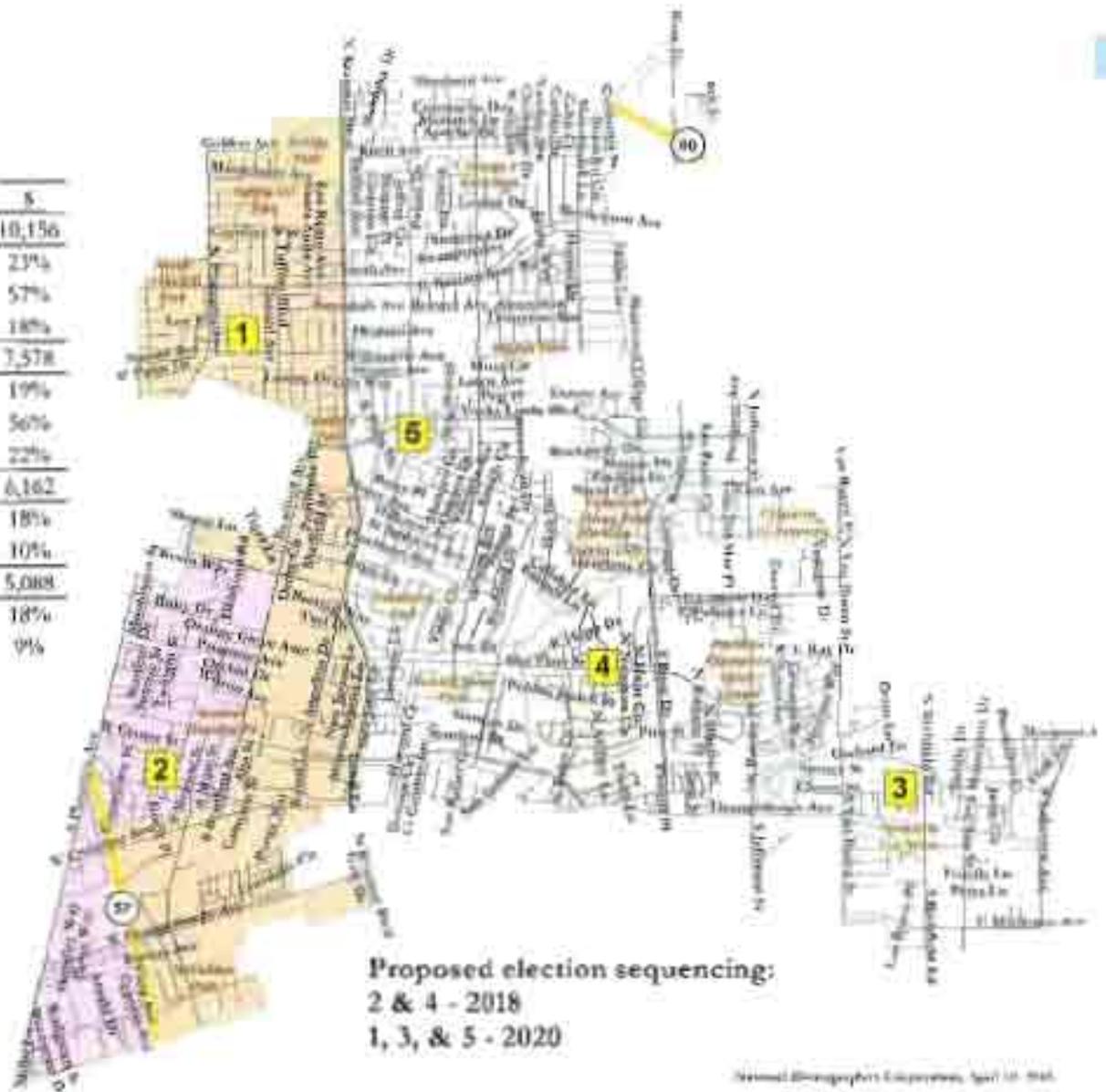
26

City of Placentia 2018 Districting

Baldonasa Demographics

Demographic	2.80%	1	2	3	4	5
Total Pop	10,083	10,253	10,000	10,033	10,156	
Total	% Hisp	35%	32%	25%	16%	23%
	% NHW	48%	12%	50%	57%	57%
	% Asian	13%	4%	21%	24%	18%
CVAP	Total	6,845	3,726	7,008	7,331	7,578
	% Hisp	23%	67%	26%	18%	19%
	% NHW	61%	22%	53%	58%	56%
Reg (Nov. 16)	Total	5,483	2,664	5,450	6,674	6,162
	% Lat.	29%	62%	22%	17%	18%
	% Asian	7%	5%	11%	12%	10%
Vote (Nov. 16)	Total	4,396	1,942	4,339	5,489	5,008
	% Lat.	27%	61%	20%	17%	18%
	% Asian	7%	4%	10%	11%	9%

Map layers
Baldonasa 1
Water Area
Landmark Area
Pipeline/Power Line
Railroad
River
Streets



NDC Jefferson 1

National Demographic Corp.

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City of Placentia 2018 Districting

Jefferson 1 Demographics

Deviation	2.19%	1	2	3	4	5
Total Pop	10,197	10,233	10,015	10,098	10,012	
Total	% Hisp	64%	53%	26%	15%	24%
	% NHW	27%	36%	51%	57%	52%
	% Asian	7%	8%	19%	25%	20%
CYAP	Total	5,003	5,671	7,156	7,388	7,353
	% Hisp	37%	42%	20%	16%	18%
	% NHW	49%	47%	53%	59%	54%
	% Asian	10%	8%	16%	23%	27%
Reg (Nov. 16)	Total	3,565	4,715	5,341	6,004	5,877
	% Lat	43%	33%	22%	17%	22%
	% Asian	6%	6%	10%	12%	11%
Vote (Nov. 16)	Total	2,730	3,816	4,256	5,682	4,770
	% Lat	40%	31%	21%	17%	20%
	% Asian	6%	6%	9%	11%	10%

Map layers
Jefferson 1
Water Area
Landmark Area
Pipeline/Power Line
Railroad
River
Street



NDC Jefferson 2

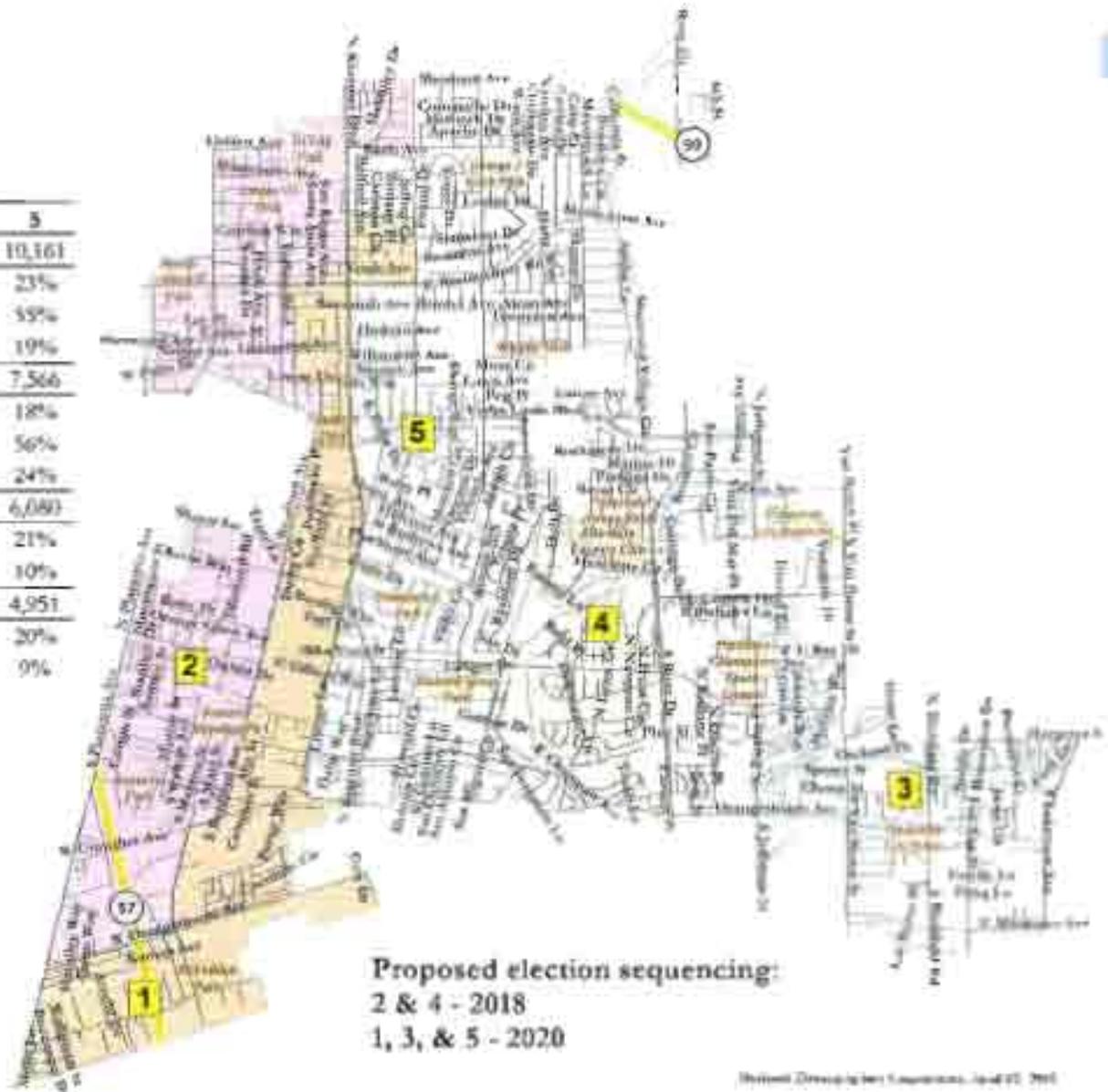
National Demographics Corp

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City of Placentia
2018 Districting

Jefferson 2 Demographics

Demographic	2.37%	1	2	3	4	5
Total Pop	10,194	9,354	10,182	10,004	10,161	
Total	% Hisp	64%	54%	29%	16%	23%
	% NHW	27%	39%	50%	57%	55%
	% Asian	7%	8%	21%	24%	19%
CVAP	Total	5,000	5,417	7,268	7,327	7,566
	% Hisp	57%	42%	27%	16%	18%
	% NHW	49%	47%	52%	58%	56%
Reg (Nov. 16)	Total	3,617	4,470	5,470	6,820	6,080
	% Lat.	42%	34%	22%	17%	21%
	% Asian	6%	6%	11%	12%	10%
Vote (Nov. 16)	Total	2,748	3,617	4,323	5,614	4,951
	% Lat.	40%	31%	20%	17%	20%
	% Asian	6%	6%	10%	11%	9%



Discussion

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- ❑ What do you like or dislike about each map?
- ❑ What map is best for your “community of interest” or neighborhood?





Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF ADMINISTRATIVE SERVICES

DATE: MAY 1, 2018

SUBJECT: **INTRODUCE AND ADOPT AN EMERGENCY ORDINANCE AMENDING THE PLACENTIA MUNICIPAL CODE TO ESTABLISH CITY COUNCIL DISTRICT BOUNDARIES**

FISCAL
IMPACT: \$84,505.87 TO DATE

SUMMARY:

In December 2015, the City received a demand letter from the Mexican American Legal Defense Education Fund ("MALDEF") alleging the City's "at-large" election system violates the California Voting Rights Act ("CVRA"). After analyzing other cities' losses under similar threats, the City entered into a settlement agreement with Joseph V. Aguirre in February 2016, which was subsequently amended ("Amended Settlement"). In compliance with the settlement agreement, at the City's General Municipal Election held November 8, 2016, a measure was placed on the ballot asking the voters of Placentia whether to amend the City Charter to require that the City Council establish five equal, geographically based districts from which Councilmembers will be elected by the residents of those districts to serve four year terms. The charter amendment was approved by 59% of the voters.

The process to transition to districts is set forth in Elections Code Section 10010. District boundary maps have been drawn by National Demographics Corporation ("NDC"), a professional demographer, in consultation with the City's Legal Counsel and City Clerk, based on criteria in the Amended Settlement, criteria in the law, and public input. Two public hearings are required prior to the maps being drawn and two public hearings are required after the maps and the proposed sequence of elections are published for a specified time period.

The schedule for the public hearings is as follows:

Public Meetings	Date
Public Hearing #1 – Council Meeting (Completed)	Tuesday, February 6, 2018
Public Hearing #2 – Council Meeting (Completed)	Tuesday, February 20, 2018
Public Hearing #3 – Council Meeting (Completed)	Tuesday, March 20, 2018
Community Forum (Completed) Location – Backs Community Building @ Kraemer Park	Wednesday, March 28, 2018

2.b.
May 1, 2018

Public Meetings	Date
Public Hearing #4 – Council Meeting Introduction of Ordinance Establishing District Boundaries	Tuesday, May 1, 2018
Public Hearing #5 – Introduction and Adoption of Emergency Ordinance Establishing District Boundaries	Tuesday, May 1, 2018
Second Reading of Ordinance Establishing District Boundaries	Tuesday, May 15, 2018

While not mandatorily required, in an effort to obtain additional public input, the City held a Community Forum on Wednesday, March 28, 2018 at the Backs Community Building at Kraemer Park to gather community input.

At the conclusion of Public Hearing No. 4, the City Council will vote to adopt one of the proposed district maps. The adopted district map will be attached to and incorporated in the proposed emergency ordinance establishing district boundaries.

Following Public Hearing No. 4, the City Council will open and conduct another public hearing to introduce and adopt an emergency ordinance establishing district boundaries and incorporating the map that the City Council adopted.

Section 615 of the City Charter authorizes the City Council to declare an ordinance to be necessary as an emergency measure for preserving the public peace, health, or safety. The emergency ordinance may be introduced and adopted at the same meeting if passed by at least four affirmative votes.

The Amended Settlement provides that the City shall approve and adopt a final district map by May 1, 2018 if the Charter amendment passes in the November 2016 election. After the City Council votes to adopt one of the district maps to be incorporated into the ordinance, the City has to transmit the district plans to the Orange County Registrar of Voters to implement the new by-district election method in time for the City's November general election. Staff believes that an emergency ordinance is necessary for the preservation of the public peace, health and safety because the City consolidates its election with the County, and Staff has been informed by the County that it needs to receive the district boundary lines in May in order to implement the new by-district election method in time for the City's November election. Moreover, the emergency ordinance is necessary to comply with the May 1, 2018 deadline set forth in the Amended Settlement.

RECOMMENDATION:

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

1. Open and Conduct a Public Hearing to introduce and adopt an emergency ordinance establishing City Council district boundaries; and

2. Waive full reading, by title only, and introduce and adopt Ordinance No. O-2018-XX, An Emergency Ordinance of the City Council of the City of Placentia Adding Chapter 2.10 Entitled "City Council District Boundaries" and Adopting a Map Establishing the Boundaries and Identification Number of Each Electoral District; and
3. Close the Public Hearing.

DISCUSSION:

1. **By-District Elections**

In December 2015, the City received a demand letter from the Mexican American Legal Defense Education Fund ("MALDEF") alleging the City's "at-large" election system violates the California Voting Rights Act ("CVRA"). After analyzing other cities' losses under similar threats, the City entered into a settlement agreement with Joseph V. Aguirre in February 2016, which was subsequently amended in July 2016. The terms of the settlement agreement are that the City Council will place a Charter Amendment Measure on a Statewide General Election Ballot on or before July 1, 2016, asking voters of Placentia whether the Placentia City Charter should be amended to change from an at-large method of election to a by-district method of election with the actual district lines being established by Ordinance and requiring by-district elections for the November 2018 City Council elections and thereafter.

On November 8, 2016, voters approved Charter Amendment Measure NN by 59% thus changing Placentia City Council elections to a by-district method of election. The Amended Settlement also states that upon adoption of the Charter Amendment Measure by the voters, Placentia shall contract with a demographer to design one or more electoral maps to create at least one (1) electoral district in which Latinos constitute a majority of the citizen voting age population according to the most recently available estimates from the Census Bureau's American Community Survey. The final district map plans shall be adopted and submitted to the Orange County Registrar of Voters by the deadline for use in the November 2018 Election.

FISCAL IMPACT:

There will be a fiscal impact to the City which will consist of the following: a demographer, special legal counsel, newspaper publishing of public hearing notices for a total of five (5) languages, translation of public hearing notices and agendas into four (4) different languages (Spanish, Vietnamese, Korean, and Chinese), online districting tool, and conducting a public forum for community input. The cost to the City has been \$84,505.87 to date. The final cost to the City will not be realized until the completion of the Council district boundaries in May 2018.

Prepared by:



Rosanna Ramirez
Director of Administrative Services

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Amended Settlement Agreement with Joseph V. Aguirre
2. Ballot Measure Establishing By-District Elections
3. Notice of Public Hearing Regarding Emergency Ordinance and Translations
4. Proposed Emergency Ordinance

AMENDED SETTLEMENT AGREEMENT

This Settlement Agreement (hereinafter "Agreement") is entered into as of July 19, 2016, by and between CITY OF PLACENTIA, a California charter law municipal corporation, ("Placentia") and JOSEPH V. AGUIRRE, an individual ("Plaintiffs"). Placentia and Plaintiffs are collectively hereinafter referred to as the "Parties."

WHEREAS, Placentia currently utilizes an at-large method of electing its five city council members ("Placentia's Election System"); and,

WHEREAS, Plaintiffs allege that Placentia's Election System violates the California Voting Rights Act (the "CVRA"), and are prepared to file a lawsuit seeking to enjoin Placentia from conducting further at-large elections (the "Litigation"); and,

WHEREAS, Placentia denies that Placentia's Election System violates any provision of the CVRA or any other provision of law and asserts that Placentia's Election System is legal in all respects and further denies any wrongdoing whatsoever in connection with the manner in which it has conducted its city council elections; and,

WHEREAS, On February 23, 2016, the Parties executed a Settlement Agreement relating to the CVRA claims and potential Litigation; and

WHEREAS, Since execution of the original Settlement Agreement, circumstances have changed and the parties desire to enter into an Amended Settlement Agreement ("Amended Agreement"); and

WHEREAS, On or before July 19, 2016, the Placentia City Council will place on its agenda for action a resolution to place a City sponsored initiative measure ("Charter Amendment Measure") on the November 8, 2016 Statewide General Election Ballot asking the voters of Placentia whether the Placentia City Charter should be amended to change from an at-large method of election to a by-district method of election with the districts established by Ordinance for City Council elections following a public hearing; and,

WHEREAS, The Parties stipulate that if the Charter Amendment Measure to change the method of election does not pass based on the results of the November 2016 general election provided for herein, a second measure will be placed on the November 2018 Statewide General Election Ballot asking the voters of Placentia whether the Placentia City Charter should be amended to change from an at-large method of election to a by-district method of election with the districts established by Ordinance for City Council elections following a public hearing; and

WHEREAS, The Parties stipulate that if the Charter Measure to change the method of election does not pass based on the results of the November 2018 general election, Plaintiffs explicitly retain and do not waive their right to take legal action against Placentia under the CVRA, the Federal Voting Rights Act ("FVRA") and any and all other state and federal voting rights laws; and,

WHEREAS, The Parties now desire to settle and resolve any and all claims arising out of the Litigation; and,

WHEREAS, The Parties warrant and represent that each is the sole owner and holder of all rights, interests, and claims asserted against the other, and that each has the full right, power, and authority to settle and compromise all claims asserted in the Litigation without the consent of any other person or entity; and,

WHEREAS, The Parties acknowledge the terms of this Agreement are contractual and not merely recitals, and the Parties further acknowledge that they are bound by this Agreement and their respective obligations as set forth herein.

NOW, THEREFORE, for value received and in consideration of the mutual covenants and conditions as set forth below, the Parties agree as follows:

1. **Charter Amendment Measure to be Placed on Ballot.** On or before July 19, 2016, the City Council of Placentia ("City Council") will place on its agenda for action a resolution to place a Charter Amendment Measure on the Statewide General Election Ballot on November 8, 2016 asking whether the Placentia City Charter should be amended to change from an at-large method of election to a by-district method of election with the actual district lines being established by Ordinance and requiring by-district elections for the November 2018 City Council elections and thereafter. The City Council shall adopt the draft Charter Amendment Measure and related documents so that they are submitted to the Orange County Registrar of Voters before the deadline to place on the ballot for voters in the City of Placentia for the general election.

2. **Ballot Argument in Favor of Charter Amendment Measure.** On or before the statutory deadline for submitting arguments, the City Council shall authorize, pursuant to California Elections Code Section 9282(b), the City Council with up to five Members thereof as signatories to file jointly a written Argument in Favor of the Charter Amendment Measure. Should the City Council or any member(s) thereof determine to submit a written argument in favor of the Charter Amendment Measure, it shall be made available for public review prior to City Council action. The City Council agrees that it shall not file a ballot Argument against the Charter Amendment Measure pursuant to California Elections Code Section 9282(b). No City Council member shall sign a ballot argument or rebuttal opposing the Charter Amendment using that Member's title as a City Council Member for identification purposes in the signature block. Other than as provided in this paragraph, nothing in this Amended Agreement limits the right of any City Council Member personally to campaign for or against the Ballot measure as permitted by law.

3. **Second Ballot Measure.** If the ballot measure does not pass at the November 2016 election, on or before August 1, 2018, the City Council of Placentia ("City Council") will place on its agenda for action a resolution to place a second Charter Amendment Measure on the Statewide General Election Ballot at the November 2018 general election asking whether the Placentia City Charter should be amended to change from an at-large method of election to a by-district method of election with the actual district lines being established by Ordinance and requiring by-district elections for the November 2020 City Council elections and thereafter. The

City Council shall adopt the draft Charter Amendment Measure and related documents so that they are submitted to the Orange County Registrar of Voters before the deadline to place on the ballot for voters in the City of Placentia for the November 2018 general election.

4. **Electoral District Map.** The intent of the Parties is that the electoral map shall include one electoral district in which Latinos constitute a majority of the citizen voting age population according to the most recently available relevant estimates from the Census Bureau's American Community Survey, drawn in a manner consistent with applicable law. The boundaries of the electoral district map required by Paragraph 1 shall be drawn in accordance with the criteria set forth in the following order of priority:

- i. Districts shall contain reasonably equal total population;
- ii. Districts shall comply with applicable federal and state law, including, without limitation, the CVRA, the Constitution of the United States and of the State of California, and the federal Voting Rights Act of 1965, as amended, 52 U.S.C. §§ 10301, et seq.;
- iii. Districts shall be geographically contiguous and drawn to encourage geographic compactness; and
- iv. Districts shall be drawn with respect for geographic integrity of any neighborhood and any community of interest, including racial, ethnic, and language minorities, to the extent possible without violating the requirements of any of the preceding provisions.

5. **Process for Developing Electoral District Map.** If the Charter Amendment Measure is adopted by the voters, Placentia shall contract a demographer to design one or more electoral maps in accordance with the provisions in paragraph 4, above. The process for developing the electoral district map will include, at a minimum, two public hearings on a proposal to establish the district boundaries prior to a public hearing at which the City Council votes to approve the electoral district map. Placentia will maintain information on its website for the districting process where notices, agendas, and proposed maps, among other items, will be posted. Official required notices and agendas will be translated into all languages required under the federal Voting Rights Act.

6. **Final Approval and Adoption of District Boundaries.** If the Charter Amendment Measure passes in November 2016, then by May 1, 2018, Placentia shall approve and adopt one of the final district map plans from the draft map plans. If the Charter Amendment Measure passes in November 2018, then by May 1, 2020, Placentia shall approve and adopt of the final district map plans from the draft map plans. The City Council reserves the right to make modifications and adjustments to the map if the reason for doing so is to ensure full compliance with the requirements of either the CVRA or FVRA and related court decisions.

7. **Single-Member By-District Elections.** It is further agreed that in the November 2018 general city council member election or the November 2020 general city council member election, whichever is applicable, Placentia shall select at least two electoral districts to be filled.

Among the districts which will have council member seats filled in the first single-member by-district election, the district with the highest percentage of Latino citizen voting age population shall be designated to elect a council member.

8. **By-District Election Implementation.** Following Placentia's adoption of a final districting plan, as provided above, Placentia shall submit the district plans to the Orange County Elections Department to implement the new by-district election method in time for Placentia's November general election at which the first single-district by-district city council elections is to occur as provided above.

9. **Attorneys' Fees and Costs.** Placentia shall be solely responsible for all costs and expenses related to the creation and implementation of its by-district election plan. Placentia has previously paid to Plaintiffs' counsel the amount of \$20,000 in settlement of all costs, expenses and fees associated with the litigation prepared in this matter and avoided by the Settlement Agreement and the Amended Agreement and any activities associated with the Settlement Agreement and Amended Agreement, except for any costs and/or attorneys' fees incurred in enforcing this Amended Agreement, if any.

10. **Release.** Upon taking the actions described herein, and unless expressly reserved in this Amended Agreement, the Parties hereby release and forever discharge each other and each other's respective directors, officers, employees, attorneys, successors and assigns, from any and all claims, demands, suits, rights, actions, causes of action, expenses, interest, costs, damages, attorneys' fees, liability or obligation of any kind, whenever or however derived, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, in any way relating to or connected with the proposed Litigation.

11. **Amendments to be in Writing.** No supplement, modification, waiver or amendment with respect to this Agreement shall be binding unless executed in writing and signed by the party against whom enforcement of such supplement, modification, waiver or amendment is sought. This Amended Agreement is intended to supersede and replace the Settlement Agreement dated February 23, 2016.

12. **Integrated Agreement.** All agreements, covenants and representations, oral or written, of the Parties concerning the subject matter of this Amended Agreement are contained herein. No other agreements, covenants or representations, oral or written, have been made by any party to any other party concerning the subject matter of this Amended Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations and covenants concerning the subject matter of this Amended Agreement are merged herein. This is a fully integrated document.

13. **Further Actions.** The Parties hereto agree to execute all further and additional documents, and undertake such further acts, as shall be reasonable, convenient, necessary or desirable to carry out the provisions of this Amended Agreement, and the Parties further agree to cooperate with each other to effectuate the intent of this Amended Agreement.

14. **Prior Review by Legal Counsel.** The Parties acknowledge the opportunity that this Amended Agreement be reviewed by their respective attorneys and that it has been approved as to form. They further agree that this Amended Agreement is to be construed and interpreted without regard to the identity of the party drafting this Amended Agreement.

15. **Governing Law.** This Amended Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of California applicable to such instruments, persons, transactions and subject matter which have legal contexts and relationship solely within the State of California.

16. **Severability.** If any term or provision of this Amended Agreement, or the application thereof, to any persons or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term or provision of this Amended Agreement shall be valid and be enforced to the fullest extent permitted by law.

17. **Multiple Originals.** This Amended Agreement may be executed in multiple counterparts, each of which so fully executed counterpart shall be deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other party to this Amended Agreement is in the physical possession of the party seeking enforcement thereof.

18. **Authority to Execute.** Each party hereto expressly warrants and represents that he/she/they has/have the authority to execute this Amended Agreement on behalf of his/her/their corporation, partnership, business entity, or governmental entity and warrants and represents that he/she/they has/have the authority to bind his/her/their entity to the performance of its obligations hereunder.

19. **Enforcement—Attorneys' Fees.** Should any of the Parties reasonably retain counsel for the purpose of enforcing or preventing the breach of any provision of this Amended Agreement, including but not limited to instituting any action or proceeding to enforce any provision of this Amended Agreement, the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including but not limited to reasonable attorneys' fees, costs and expenses.

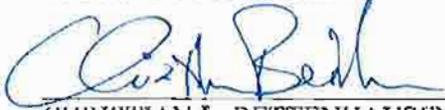
IN WITNESS WHEREOF this Amended Settlement Agreement has been executed by the authorized representatives of the parties hereto.

Dated: July 19, 2016

CITY OF PLACENTIA


By: Jeremy B. Yamaguchi
Mayor

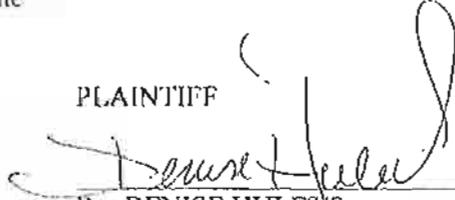
APPROVED AS TO FORM:


CHRISTIAN L. BETTENHAUSEN
City Attorney

7/20/16
Date

Dated: July 19, 2016

PLAINTIFF


By: DENISE HULBERT

MEXICAN MERICAN LEGAL DEFENSE
AND EDUCATIONAL FUND

Attorney for Plaintiff
JOSEPH V. AGUIRRE

ORDINANCE NO. O-2016-05

AN ORDINANCE OF THE PEOPLE OF THE CITY OF PLACENTIA, CALIFORNIA, AMENDING SECTIONS 600 AND 601 OF THE CHARTER OF THE CITY OF PLACENTIA TO ESTABLISH BY-DISTRICT ELECTION OF COUNCIL MEMBERS.

A. Recitals.

WHEREAS, Placentia's City Charter, enacted by voters in 1965, provides for five city council members to be elected at large, with staggered terms of office, at municipal elections held on the second Tuesday in November of even numbered years; and

WHEREAS, both state and federal law have changed since the adoption of the City's Charter, requiring a variety of actions to ensure fair and equal access to the electoral system by all citizens; and

WHEREAS, the City takes special steps at each City election to ensure compliance with the federal and California Voting Rights Act, preparation and distribution of ballot materials, registration and vote-by-mail materials, and election related information in five different languages, publicizing the city elections, and promotion of registration and voting by all those eligible; and

WHEREAS, a Placentia citizen has recently raised concerns about whether the City's electoral system violates the California Voting Rights Act; and

WHEREAS, the City Council agreed to place a proposed ballot measure before the City's voters to decide whether to amend the City's Charter to provide for district voting rather than at large voting.

B. Resolution.

NOW THEREFORE THE PEOPLE OF THE CITY OF PLACENTIA, CALIFORNIA, DO ORDAIN AS FOLLOWS:

SECTION 1.

Section 600 of the Placentia Charter is repealed and replaced in its entirety with the following:

SECTION 600. Number and Term.

- A. Council Terms. There shall be a City Council consisting of five members elected from the City by district, at the times and in the manner in this Charter provided. The term of office for members of the City Council shall be four years, or in the case of an appointment or election to an unexpired term of office, the term of office shall be equal to the unexpired term of office, and until their respective successors

qualify. No person shall serve more than three consecutive terms of office as a member of the City Council, including any portion of an unexpired term of office to which such person has been appointed or elected. The term limit provisions of this section shall apply prospectively only and shall apply only to terms of office commencing on or after the date this amendment to the City Charter was approved by the City's electorate. (Amended by the electorate of the city at an election held on November 5, 2002.)

- B. Regular Election. The regular election of the City Council members shall be held on the first Tuesday, following the first Monday, in November of each even-numbered year. The candidates receiving the highest number of votes shall be elected. The term of all members shall commence at the first regular Council meeting following the certification of the election results and each member shall serve until a successor is elected and qualified. Any ties in voting shall be settled by the casting of lots. (Amended by the electorate of the city at an election held November 5, 1985.)
- C. Council Districts. The City is hereby divided into five (5) Council districts, to be determined by the City Council in any manner provided by law. Candidates for Council seats shall be nominated and elected by such district and shall be residents of such district.
- D. Changes In Boundaries of Council Districts. The boundaries of said Council districts, but not the number thereof, may be changed by ordinance adopted by the Council by a three-fifths (3/5) vote of all its members; provided, that districts established by the Council shall be as nearly equal in population and as geographically compact as practical. Boundaries shall be evaluated within at least one (1) year subsequent to the availability of the information from each decennial United States census or on another basis adopted by three-fifths (3/5) vote of the total membership of the Council; however, the Council shall not change the boundaries of districts more than once in any two-year period and no such change shall be made within the period of one hundred eighty (180) days preceding a general municipal election. The preceding limitations shall not apply to changes made necessary by changes to the City boundaries. After the Council has once exercised its power to change the boundaries of districts, these changes shall immediately be reflected in the district boundaries specified by ordinance adopted by the Council.
- E. Current Office Holders. The five members of the city council in office at the time this section takes effect shall continue in office until their terms expire.
- F. Council Elections Sequenced. The members of the Council of the second and fourth Council districts shall be elected commencing in the year 2018 to the Council seats then open, and in each fourth year thereafter. The members of the Council of the first, third and fifth Council districts shall be elected commencing in the year 2020 to the Council seats then open, and in each fourth year thereafter.

SECTION 2.

Section 601 of the Placentia Charter is repealed and replaced in its entirety with the following:

SECTION 601. Eligibility.

No person shall be eligible to hold office as a member of the City Council unless he shall be a qualified elector at the time of his nomination, and shall have been a resident of the City for at least that minimum period provided for under State law for General law cities next preceding the date of his election or appointment. Each member of the Council must also be a resident of the council district from which the member is nominated at the times the member is nominated and elected. In the event any member of the Council shall cease to be a resident of the district from which the member (or, in the case of an appointee, a predecessor) was nominated, the office shall immediately become vacant and shall be filled in the same manner as herein provided for other vacancies by a resident of that district. If a member of the Council ceases to be a resident of the district from which the member (or, in the case of an appointee, a predecessor) was nominated solely because of a change in the boundaries of any district as in this Charter provided, the member shall not lose office during that term by reason of such change. (Amended by the electorate of the city at the election held April 3, 1976; amended by Assembly Concurrent Resolution No. 96 Paragraph 1, ratified by the qualified electors of the city at a general municipal election held April 11, 1972)

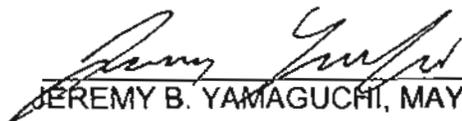
SECTION 3.

Should any section, subsection, clause or provision of this ordinance for any reason be held to be invalid, such invalidity shall not affect the validity of the remaining portions of this ordinance, it being hereby expressly declared that this ordinance, and each and every section, subsection, sentence, clause and phrase hereof would have been prepared, proposed, approved, adopted and/or ratified irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases of this ordinance be declared invalid.

SECTION 4.

After this ordinance amending the charter as provided for herein is approved by a majority vote of the voters, the Mayor and City Clerk shall certify that the charter amendment was submitted to the voters of the city and that it was approved by a majority vote. One copy of the approved charter amendment shall be filed with the County Recorder's office and one shall be kept in the City's archive. A third copy of the charter amendment shall be submitted by the City Clerk to the Secretary of State with (1) copies of all publications and notices in connection with the calling of the election; (2) certified copies of any arguments for or against the charter proposal which were mailed to the voters; (3) a certified abstract of the vote at the election on the charter amendment. The City Clerk shall certify to the passage and adoption of this ordinance and shall cause the same to be published in the manner required by law. The charter amendment approved by this Ordinance will go into effect immediately after it has been filed and accepted by the Secretary of State.

PASSED, APPROVED, AND ADOPTED by the people of the City of Placentia at the general election held on the 8th day of November, 2016.


JEREMY B. YAMAGUCHI, MAYOR

ATTEST:

PATRICK J. MELIA, CITY CLERK



I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing ordinance was passed, approved and adopted by the People of the City of Placentia at the general election held on November 8, 2016.


PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM:


CHRISTIAN L. BETTENHAUSEN, CITY ATTORNEY

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT the City Council of the City of Placentia will conduct a public hearing per Elections Code Section 10010 in the Council Chambers of the Placentia City Hall, 401 East Chapman Avenue, at 7:00 p.m., on Tuesday, May 1, 2018 in which the Council will introduce and adopt an emergency ordinance establishing district boundaries for the City Council districts.

The City of Placentia currently elects its City Council Members through an "at-large" election system in which each Councilmember can reside anywhere in the City and is elected by the voters of the entire City to provide citywide representation. The City is now transitioning from an at-large election system for members of the City Council to district-based elections so as to fulfill the intent and mandates of the California Voting Rights Act.

This will be the last of a series of public hearings concerning the transition from at-large Council elections to district-based Council elections. The purpose of this public hearing is to introduce and adopt an emergency ordinance establishing district boundaries for the City Council districts.

The public is invited and encouraged to attend the public hearing and comment on the matters described above. Due to time constraints and the number of persons wishing to give oral testimony, each speaker will be limited to five (5) minutes.

If you have any questions or wish to review material relating to this matter, please contact the City of Placentia City Clerk's Office.

Rosanna Ramirez
Acting Director of Administrative Services/Chief Deputy City Clerk
City of Placentia

PUBLISHED: April 20, 2018
POSTED: April 19, 2018

公開聽證會通知

特此通知，普拉森舍市議會將依照《選舉法典》第 10010 節規定於 2018 年 5 月 1 日（星期二）下午七時在普拉森舍市議會會議廳召開公開聽證會（地址：401 East Chapman Avenue），屆時市議會將介紹及採納為市議會選區規定選區界限的緊急法令。

普拉森舍市目前是透過「統一」選舉體系選舉其市議員，在該體系中，每一位市議員可居住在本市的任何地點，由全市選民選出，具有全市代表性。本市現在要從統一選舉市議員的體系向分區選舉過渡，以便符合《加州選舉權法》的意圖和規定。

這將是一系列有關從統一市議會選舉向分區市議會選舉過渡的公開聽證會的最後一次公開聽證會。本次公開聽證會的目的是介紹及採納為市議會選區規定選區界限的緊急法令。

特此邀請及鼓勵公眾出席本次公開聽證會，並對上述事項發表評論意見。由於時間限制及希望提供口頭證詞的人數限制，每位發言人發言時間不得超過五（5）分鐘。

如果您有任何疑問或希望查閱有關本事項的資料，請洽普拉森舍市書記官辦公室。

Rosanna Ramirez
行政服務部代理主任/首席代理市書記官
普拉森舍市

發佈日期：2018 年 4 月 20 日

張貼日期：2018 年 4 月 19 日

공청회 공지

플라센시아 시의회는 선거법 제 10010 조에 따라 401 East Chapman Avenue 에 위치한 플라센시아 시청의 시의회 회의실에서 2018 년 5 월 1 일 화요일 오후 7 시에 시의회 선거구획 경계선을 성립하는 긴급 조례를 상정하고 채택하는 공청회를 실시함에 이에 공지합니다.

현재 플라센시아시는 “대선거구제”를 통해 시의원을 선출하고 있는데 이는 시내 어느 곳이나 시의원은 거주할 수 있도록 하며 시 전체를 대표하도록 전 도시 유권자에 의해 선출되는 체제입니다. 그러나 시는 지금부터 캘리포니아 투표권법의 취지와 권한을 실현하기 위하여 대선거구제에서 구역 기반 선거로 시의회 구성원을 선출하는 체제로 전환하게 됩니다.

이번 공청회는 대선거구제 시의회 선거에서 소선거구제 선거로 전환하는 것에 관한 마지막 공청회가 될 것입니다. 본 공청회의 목적은 시의회 선거구획 경계선을 성립하는 긴급 조례를 상정하고 채택하는 것입니다.

본 공청회에는 일반 시민이 초청되었으며 이에 참석하셔서 상기 사안에 대한 의견 제시를 하시기를 권합니다. 시간의 제약 때문에 발언을 원하시는 분께는 각각 오(5)분이라는 시간이 주어집니다.

본 사안과 연관된 자료 검토를 원하시거나 질문이 있으시면 플라센시아 시 서기관 사무실에 연락하시기 바랍니다.

로사나 라미레즈 (Rosanna Ramirez)
행정 서비스국 대리 이사/ 시서기관 보좌
플라센시아시

발행일: 2018 년 4 월 20 일

공시일: 2018 년 4 월 19 일

THÔNG BÁO ĐIỀU TRẦN CÔNG CỘNG

THEO ĐÂY LÀ THÔNG BÁO là Hội Đồng Thành Phố của Thành Phố Placentia sẽ mở một buổi điều trần công cộng theo Bộ Luật Bầu Cử Đoạn 10010 tại Phòng Họp Hội Đồng trong Tòa Thị Chính Placentia, 401 East Chapman Avenue, lúc 7:00 tối, vào ngày Thứ Ba, 1 Tháng Năm, 2018 mà trong buổi này Hội Đồng sẽ đưa ra và thông qua một sắc luật khẩn cấp nhằm thành lập đường biên địa hạt cho các địa hạt Hội Đồng Thành Phố.

Thành Phố Placentia hiện nay bầu Ủy Viên Hội Đồng Thành Phố của họ theo một hệ thống bầu cử chung “toàn thành phố” theo đó mỗi Ủy Viên Hội Đồng Thành Phố có thể cư ngụ ở bất cứ nơi nào trong Thành Phố và được cử tri trong khắp Thành Phố bỏ phiếu bầu để đại diện cho toàn thành phố. Nay Thành Phố đang chuyển từ hệ thống bầu cử chung toàn thành phố để bầu Ủy Viên Hội Đồng Thành Phố sang bầu cử theo từng địa hạt để tuân hành ý định và trách nhiệm trong quy định của Đạo Luật Các Quyền Bầu Cử California.

Đây sẽ là lần cuối cùng trong một loạt những buổi điều trần công cộng về việc chuyển tiếp từ bầu Hội Đồng Thành Phố chung toàn thành phố sang bầu Hội Đồng Thành Phố theo từng địa hạt. Mục đích của cuộc điều trần công cộng này là để đưa ra và thông qua một sắc luật khẩn cấp nhằm thành lập đường biên địa hạt cho các địa hạt Hội Đồng Thành Phố.

Chúng tôi mời và khuyến khích mọi người đến tham dự các cuộc điều trần công cộng và đưa ra nhận xét về những vấn đề nói trên. Vì thời gian có hạn và số người muốn lên tiếng trình bày ý kiến, mỗi người chỉ được phát biểu năm (5) phút.

Nếu quý vị có bất cứ thắc mắc gì hoặc muốn xem các tài liệu liên quan đến vấn đề này, xin liên lạc với Văn Phòng Thư Ký Thành Phố của Thành Phố Placentia.

Rosanna Ramirez
Quyền Giám Đốc Dịch Vụ Hành Chánh/Trưởng Phòng Phó Thư Ký Thành Phố
Thành Phố Placentia

ÁN HÀNH: 20 Tháng Tư, 2018
ĐĂNG: 19 Tháng Tư, 2018

AVISO DE AUDIENCIA PÚBLICA

POR MEDIO DEL PRESENTE SE NOTIFICA QUE conforme al Artículo 10010 del Código Electoral, el Concejo Municipal de la ciudad de Placentia celebrará una audiencia pública el martes 1 de mayo de 2018 a las 7:00 de la tarde en la Cámara del Concejo en la Municipalidad de Placentia, 401 East Chapman Avenue, en la cual el Concejo presentará y adoptará una ordenanza de emergencia para establecer delimitaciones distritales para los distritos del Concejo Municipal.

En la actualidad la ciudad de Placentia elige a los miembros de su Concejo Municipal con un sistema electoral sin limitaciones, conforme al cual cada Concejal puede residir en cualquier lugar de la Ciudad y es elegido por electores de toda la Ciudad para proporcionar representación en toda la Ciudad. La Ciudad ahora está realizando una transición de dicho sistema electoral sin limitaciones para los miembros del Concejo Municipal a un sistema electoral por distrito, de modo de cumplir con la intención y las disposiciones de la Ley de Derechos Electorales de California.

Esta será la última de una serie de audiencias públicas con respecto a la transición del sistema electoral sin limitaciones del Concejo al sistema electoral por distrito del Concejo. El propósito de esta audiencia es presentar y adoptar una ordenanza de emergencia para establecer delimitaciones distritales para los distritos del Concejo Municipal.

Invitamos y alentamos al público a asistir a la audiencia pública y ofrecer comentarios sobre los temas que se mencionan anteriormente. Debido a limitaciones de tiempo y la cantidad de personas que desean presentar testimonio oral, se ha establecido un límite de cinco (5) minutos para cada persona que desee pronunciarse.

Si tiene preguntas o desea examinar el material referente a este tema, tenga a bien comunicarse con la Secretaría Municipal de la Ciudad de Placentia.

Rosanna Ramirez
Directora Interina de Servicios Administrativos / Subsecretaría Municipal en Jefe
Ciudad de Placentia

Publicación impresa: 20 de abril de 2018

Publicación digital: 19 de abril de 2018

ORDINANCE NO. O-2018-XX

AN EMERGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA ADDING CHAPTER 2.10 ENTITLED "CITY COUNCIL DISTRICT BOUNDARIES" AND ADOPTING A MAP ESTABLISHING THE BOUNDARIES AND IDENTIFICATION NUMBER OF EACH ELECTORAL DISTRICT

City Attorney Summary

This Emergency Ordinance would add Chapter 2.10 to the City of Placentia Municipal Code establishing district boundaries for the five City Council districts. At the November 2016 election, the electorate approved a measure amending the City's Charter to change from an at-large system of electing members of the City Council to a by-district system of election. Section 600 of the City's Charter provides that the City Council shall consist of five (5) members elected from the City by-district. This Ordinance adopts a map establishing the boundaries and identification number of each of the City Council electoral districts pursuant to subdivision (c) of Section 600 of the City's Charter. This Ordinance qualifies as an Emergency Ordinance under Section 615 of the City's Charter as it is necessary to comply with the terms of the Settlement Agreement between the City and Joseph V. Aguirre and ensure that the Orange County Registrar of Voters has sufficient time to implement the new by-district election method in time for the City's November election.

A. Recitals

(i) At the City's General Municipal Election held on November 8, 2016, a measure was placed on the ballot to amend the City Charter to provide for the by-district election of members of the City Council.

(ii) The measure was placed on the November 2016 ballot pursuant to a settlement agreement that the City entered into with Joseph V. Aguirre in February of 2016 and that was subsequently amended in July of 2016 ("Settlement Agreement").

(iii) The City's electorate approved the Charter amendment by a majority vote at the November 8, 2016 General Municipal Election.

(iv) The Charter amendment repealed and replaced Sections 600 and 601 of the City Charter and established by-district election for the five members of the City Council.

(v) Subsection (c) of Section 600 of the Charter provides that the five (5) Council districts are "to be determined by the City Council in any manner provided by law."

(vi) Under the provisions of California Elections Code Section 10010, a political subdivision that changes from an at-large method of election to a by-district method of election shall hold at least two public hearings over a period of no more than thirty (30) days, at which the public is invited to provide input regarding the composition of the districts.

(vii) Pursuant to the requirements of Elections Code Section 10010, the City Council held public hearings on February 6, 2018 and February 20, 2018 prior to drawing draft maps of the proposed district boundaries to receive input from the public regarding the composition of the districts.

(viii) Under the provisions of California Elections Code Section 10010, a political subdivision shall hold at least two additional hearings over a period of no more than 45 days, after draft maps are drawn, at which the public is invited to provide input regarding the content of the draft maps and the proposed sequence of elections.

(ix) Pursuant to the requirements of Elections Code Section 10010, after the district maps were drawn, the City Council held public hearings regarding the proposed draft maps on March 20, 2018 and May 1, 2018 to receive public input regarding the draft maps, and received proposed draft maps from members of the public.

(x) While not required under the Elections Code, the City also held a community forum on March 28, 2018 to receive additional public input regarding the proposed draft maps and answer the public's questions regarding the district-drawing process.

(xi) On May 1, 2018, the City Council selected one of the proposed district maps establishing the district boundaries and identification number of each electoral district, which is attached hereto as Exhibit "A."

(xii) Pursuant to the Settlement Agreement, because the Charter amendment measure passed during the November 2016 election, the City is required to approve and adopt one of the final district map plans by May 1, 2018. The Settlement Agreement also provides that the City shall submit the district plans to the Orange County Elections Department to implement the new by-district election method in time for the City's November 2018 general election.

(xiii) The City of Placentia consolidates its general municipal election with the statewide general election. The County of Orange conducts the elections on behalf of the City and canvasses the election results.

(xiv) Therefore, the City Council finds and determines that the preservation of the public peace, health, and safety requires that this Ordinance be enacted as an emergency ordinance pursuant to Section 615 of the City Charter and take effect

immediately upon adoption. If this Ordinance does not become effective immediately, but instead becomes effective thirty days after its adoption, the City may not be able to transmit the district boundaries and identification numbers of the districts to the Orange County Registrar of Voters in time for implementation of the new by-district election system for the November 2018 election. The Emergency Ordinance is also necessary in order to meet the May 1, 2018 deadline set forth in the Settlement Agreement. Therefore, this Ordinance is necessary for the preservation of the public peace, health, and safety, and its urgency is hereby declared.

B. Ordinance

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

SECTION 1. Title 2 of the City's Municipal Code is hereby amended by adding Chapter 2.10 titled "City Council District Boundaries" to read as follows:

2.10 - City Council District Boundaries

2.10.010 District Boundaries. Pursuant to Section 600 of the City Charter, the boundaries for the five (5) City Council districts and the identification number of each district shall be as described on the Council District Map attached hereto as Exhibit "A" and incorporated herein by this reference.

2.10.020 Council Elections Sequenced. Pursuant to Section 600 of the City Charter, the members of the Council elected by the second and fourth Council districts shall be elected commencing in the year 2018 to the Council seats then open, and in each fourth year thereafter. The members of the Council elected by the first, third, and fifth Council districts shall be elected commencing in the year 2020 to the Council seats then open, and in each fourth year thereafter.

2.10.030 Changes in Boundaries of Council Districts. The City Council may adjust the boundaries of any or all of the districts as provided in Section 600 of the City Charter."

SECTION 2. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance or Chapter 2.10 is for any reason held to be invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Ordinance shall nonetheless remain in full force and effect. The City Council of the City of Placentia hereby declares that it would have adopted each section, subsection, sentence, clause, phrase, or portion of this Ordinance, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions of this Ordinance be declared invalid or unenforceable.

SECTION 3. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published and posted pursuant to the provisions of law and this Ordinance shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this ____ day of ____, 201__.

Chad P. Wanke

ATTEST:

Patrick J. Melia, City Clerk

I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing Ordinance was adopted at a regular meeting of the City Council of the City of Placentia, held on the ____ day of _____, 201__ by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

Patrick J. Melia, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: MAY 1, 2018

SUBJECT: **SOLID WASTE HANDLING SERVICES RATE ADJUSTMENT AND RELATED RESOLUTIONS FOR FISCAL YEAR 2018-19**

FISCAL

IMPACT: There is no direct fiscal impact to the City's budget associated with the recommended actions.

SUMMARY:

On July 20, 2010, the City entered into a Franchise Agreement (Agreement) with Republic Waste Services of Southern California, LLC (Republic), for solid waste and recycling services. Per the existing agreement, solid waste rates are to be reviewed annually to determine if any adjustments are warranted. Staff and representatives from Republic meet each year to discuss potential adjustments to solid waste rates paid by residents and business owners.

Subsequent to the City entering into its agreement with Republic, the California State Legislature established new unfunded mandates for jurisdictions to implement Mandatory Commercial Recycling (MCR) programs through Assembly Bill (AB) 341 (Chesbro, Chapter 476, Statutes of 2011) and Mandatory Organics Recycling (MOR) programs through Assembly Bill (AB) 1826 (Chesbro, Chapter 727, Statutes of 2014). The State's purpose in implementing AB 1826 is to reduce the amount of food and other organic waste being deposited into local landfills. As organic materials decompose in landfills, they release greenhouse gas emissions into the atmosphere which contributes more to climate change than carbon dioxide. The City's existing franchise agreement does not expressly require Republic to divert organic waste from local landfills, or to establish such a program in the City including conducting outreach and educational services.

The recommended actions approve an increase in solid waste handling rates for both residential and commercial customers for Fiscal Year (FY) 2018-19, authorizes the placement of revised residential rates on the County of Orange tax roll for FY 2018-19, and approves two (2) amendments to the Agreement which include the proposed rate schedule and programming to meet the requirements of AB 341 and AB 1826.

2.d.
May 1, 2018

RECOMMENDATION:

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

1. Open the Public Hearing concerning the Solid Waste Handling Services Rate Adjustment and related resolutions for Fiscal Year 2018-19; and
2. Receive the Staff Report, consider all public testimony, ask questions of Staff; and
3. Close the Public Hearing; and
4. Adopt Resolution No. R-2018-XX, A Resolution of the City Council of the City of Placentia, California approving the Amended Fee Schedule for Solid Waste Handling Services to Reflect Consumer Price Index increases and Organics Recycling Requirements (AB 1826); and
5. Adopt Resolution No. R-2018-XX, A Resolution of the City Council of the City of Placentia, California authorizing and determining residential solid waste handling service charges and directing placement thereof on the Orange County tax rolls; and
6. Approve Amendment No. 8 to the Amended, Revised and Restated Agreement for Solid Waste Handling Services between the City of Placentia and Republic Waste Services of Southern California, LLC; and
7. Approve Amendment No. 9 to the Amended, Revised and Restated Agreement for Solid Waste Handling Services between the City of Placentia and Republic Waste Services of Southern California, LLC; and
8. Authorize the City Administrator to execute all the necessary documents, in a form approved by the City Attorney.

DISCUSSION:

On February 6, 2018, the City Council Recycling Subcommittee met with representatives from Republic and City Staff to discuss the proposed schedule of rates and agreement amendments related to the annual Consumer Price Index (CPI) rate adjustment, AB 341, and AB 1826. The Recycling Subcommittee discussed the proposed amendment language and justification for the increases and found that it is consistent with the Agreement. Staff is recommending that City Council adopt the attached Resolutions and Amendments to the Agreement.

Implementation of AB 1826

In October 2014, Governor Brown signed AB 1826, which created an unfunded mandate for local jurisdictions across the state to implement an organic waste recycling program to divert organic waste generated by businesses and multi-family residential dwellings of five (5) or more units beginning April 1, 2016. Organic waste refers to food waste, green waste, landscape/pruning waste, nonhazardous wood waste, and food-soiled paper waste that is mixed

in with food waste. AB 1826 phases in the mandatory recycling of commercial organics over time. The implementation schedule is as follows:

Date	Threshold to Arrange Organic Waste Recycling Services
April 1, 2016	Businesses and multi-family complexes (with 5 or more units) that generate eight (8) cubic yards of organic waste per week.
January 1, 2017	Businesses and multi-family complexes (with 5 or more units) that generate four (4) cubic yards of organic waste per week.
January 1, 2019	Businesses and multi-family complexes (with 5 or more units) that generate four (4) cubic yards of commercial solid waste per week.
January 1, 2020	Businesses and multi-family complexes (with 5 or more units) that generate two (2) cubic yards of commercial solid waste per week. The two (2) cubic yard requirement only takes effect if CalRecycle determines that statewide disposal of organic waste in 2020 has not been reduced by 50% of 2014 levels.

In addition to impacting businesses and large multi-family complexes, the City of Placentia is required by State law to implement an organic waste recycling program (Program) that is appropriate for that jurisdiction and designed specifically to divert organic waste generated by customers that are required by AB 1826 to implement organic waste recycling. The City is responsible for reporting on the progress of implementing the Program as part of its annual report to CalRecycle beginning in 2017. The Program required to be implemented by cities targeted toward commercial organic waste generators may include, but is not limited to, implementing a mandatory commercial organic waste recycling ordinance, enforcement provisions, or requiring a program through a franchise agreement.

On July 11, 2017, City Council approved a Professional Services Agreement with HF&H Consultants, Inc. (HF&H) to assist the City in negotiating the Program rates with Republic to implement AB 1826. These negotiations are now finalized and Staff is recommending an amendment to the existing franchise agreement. The amendment includes commercial rates and programming to address the unfunded State legislative mandate for organics recycling. It should be noted that State law does not require single family residences to collect organic waste, and therefore the proposed Program would not affect single-family residences. It should also be noted that Staff along with its consultant has negotiated a more favorable rate than the 7.01% sector-wide commercial rate that was previously proposed by Republic, which is outlined in more detail below.

Organic Waste Recycling Service Rates

The Program will consist of Republic offering organic waste recycling services to eligible customers required to implement an organic waste recycle program under AB 1826, and may charge those customers that utilize such services the rates approved by the City Council. The program will consist of Republic identifying eligible organic waste generators, compiling information regarding organic waste recycling facilities, and conducting public education and outreach. The expansion of organic waste recycling services within the City may be considered and authorized by future action of the City Council.

Due to the high cost of collecting and processing/recycling commercial organics materials, Staff recommends that the rates be shared across all commercial customers to be effective and encourage participation. Orange County Cities served by Republic Services have adopted or plan to adopt commercial sector-wide programs. In a direct user fee based cost recovery rate structure, most affected commercial customers would consider the increased costs as prohibitive and economically burdensome. With the assistance of HF&H, the City negotiated a highly competitive and phased-in increase of 2.7% to all commercial rates for organic services. The first phase of the commercial rate increase of 1.35% will be implemented on July 1, 2018 and the second phase increase of 1.35% to be implemented on January 1, 2019.

The commercial service rates for organics, recycling and solid waste services beginning July 1, 2018, would be as follows:

Commercial Organics Container Rates Summary - 2018				
Container Size	Monthly Rate Based on Collection Frequency			Organics Container Contamination Fee per Occurrence
	1x	2x	3x	
2 Cubic Yard Bin - Refuse or Organics	\$131.97	\$208.86	\$285.75	\$100.00
64 Gallon Organics Cart	\$45.00	\$90.00	\$135.00	\$50.00

Commercial Recycling Rate Summary - 2018								
Commercial Recycle Rates:	FY 17-18	CPI Adjustment 3.51%	Landfill Adjustment Fee	Organics Fee 1.35%	Franchise Fees	FY 18-19	Difference Per Month	% Increase
3 Yard 1X Per Week	\$137.13	\$4.82	N/A	\$1.90	\$0.38	\$144.25	\$7.11*	5.19%
Each Additional Pick-up	\$74.09	\$2.60	N/A	\$1.03	\$0.21	\$77.94	\$3.84*	5.19%

Commercial Waste Rate Summary - 2018								
Commercial Waste Rate:	FY 17-18	CPI Adjustment 3.51%	Landfill Adjustment Fee	Organics Fee 1.35%	Franchise Fees	FY 18-19	Difference per month	% Increase
3 Yard 1X Per Week	\$161.19	\$4.82	\$0.49	\$2.25	\$0.45	\$169.20	\$8.00*	4.96%
Each additional pick-up	\$98.15	\$2.60	\$0.49	\$1.37	\$0.27	\$102.89	\$4.73*	4.82%

*Rounded to nearest hundredth

The adoption of the amendment and resolutions before the City Council will ensure compliance with State law by implementing its requirements. Without the adoption of an organics recycling program, the City may be perceived as not making a “good faith effort” to comply with the law, potentially exposing the City to fines of up to ten thousand dollars (\$10,000) per day for non-compliance. Republic is already in the process of identifying eligible commercial customers that may be required to recycle organic waste under AB 1826 and working with those customers to educate them about this new unfunded mandate that makes it mandatory to participate in this Program.

Organic Waste Rate Rebalancing Adjustment

As part of the Agreement amendment, the City successfully negotiated a rate adjustment rebalancing mechanism for the organic waste collection rate. Since the negotiated organic waste collect rate increase is based on Republic’s estimated cost for providing a commercial organics recycling program, the City requested a rate adjustment rebalancing mechanism to re-evaluate the true costs of the organics recycling program and ensure that the organic waste collection rate is accurate and fair for eligible businesses and multi-family units. Effective July 1, 2022, the organic waste collection rate increase will be adjusted based on the Rate Adjustment Rebalancing Formula (Exhibit 2) to reflect the actual level of participation in the Program. The initial 2.7% sector-wide increase will be updated based on the following factors:

- Organics Tonnage Collected
- Collection Hours
- Number of Containers
- Public Outreach Costs

Implementation of AB 341

In 2012, the State enacted AB 341 which created another unfunded mandate to require mandatory commercial recycling and establish a new statewide goal of 75% recycling through source reduction, recycling and composting by 2020. AB 341 also mandates that businesses or multifamily residential dwellings of five (5) units or more that generate four (4) cubic yards or more of solid waste per week dedicate specific dumpsters for recyclable materials. Furthermore, AB 341 requires jurisdictions to implement a commercial recycling program for those businesses subject to the law. The City already has established rates for commercial co-mingled recycle containers for eligible customers who desire to obtain these services. Through the proposed amendment, the City and Republic will formally establish a commercial recycling program that provides education and recycling container options for customers subject to AB 341. This Program is in effect, already established, however the City and Republic must now make a greater effort to educate and encourage commercial customers to participate in the recycling program as mandated by the State.

Annual CPI Increase for Residential and Commercial Waste & Recycling Rates

In accordance with the City's current waste hauling franchise agreement with Republic, the company is entitled to request a general annual rate adjustment to account for inflation. The agreed upon methodology for making this adjustment is determined by the Consumer Price

Index (CPI) for Los Angeles County-Orange County-Riverside County as stated in § 24.3 of the Agreement. Republic is allowed to adjust the rates in July of each year based on any change in the CPI for all Urban Consumers for the twelve (12) month period ending January 31st of each year. In January 2018 the U.S., Bureau of Labor Statistics introduced a new geographic area sample for the CPI. As part of the new sample, the CPI local area index of Los Angeles County-Orange County-Riverside County was split into two separate indexes: the Los Angeles-Long Beach-Anaheim area and the Riverside-San Bernardino-Ontario area. Republic submitted a request to use the January 2018 CPI published for the Los Angeles-Long Beach-Anaheim area. For FY 18-19, Staff has agreed use to the Los-Angeles-Long-Beach-Anaheim index to calculate the annual rate adjustment. This index is comprised of Los Angeles and Orange Counties. However, Staff will be meeting with Republic in the next few months to discuss a new CPI index to adopt as part of a negotiated amendment to the franchise agreement.

The 12-month period used to calculate the FY 18-19 annual CPI increase was January 2017 to January 2018 for the Los Angeles-Long Beach-Anaheim area. The change in CPI for the most recent twelve (12) month period was 3.51%. This change was a result of higher prices for gasoline and housing. Republic’s adjusted fees represent a 3.30% increase for single family residential accounts, 4.96% increase for commercial solid waste accounts and 5.19% for commercial recycling accounts. The adjusted residential and commercial rates would go into effect July 1, 2018 as outlined in the attached Exhibit 1.

Another component of the rate includes landfill “tipping fees,” which are passed through directly to the customer. Beginning in 2010, the County of Orange (County) increased the landfill gate tipping fees from \$22.00 per ton to \$31.37 per ton. In 2017, the landfill gate tipping fees were increased again to \$33.50 per ton. This year, the County has increased the fee to \$34.18, which represents a 2.03% increase. The proposed FY 2018-19 residential and commercial rate schedule reflects this cost increase associated with the disposal of refuse at landfills operated and maintained by the County.

Thus, the total adjusted rate, which includes the tipping fee increase, will increase residential solid waste rates by \$0.79 per month. Commercial solid waste rates will experience an increase of \$8.00 per month. Commercial recycling rates will experience an increase of \$7.11 per month. The commercial solid waste and recycling rates are reflective of the phase-in commercial wide sector increase of 1.35% for compliance with AB 1826. The City’s standard franchise fee is added on top of the service rates outlined above.

<i>Residential Waste Rate Summary - 2018</i>				
Residential Rate:	FY 17-18	FY 18-19	Difference per month	Percentage Increase
Single Family	\$23.99	\$24.78	\$0.79	3.30%

Commercial Recycling Rate Summary - 2018								
Commercial Recycle Rates:	FY 17-18	CPI Adjustment 3.51%	Landfill Adjustment Fee	Organics Fee 1.35%	Franchise Fees	FY 18-19	Difference Per Month	% Increase
3 Yard 1X Per Week	\$137.13	\$4.82	N/A	\$1.92	\$0.38	\$144.25	\$7.11*	5.19%
Each Additional Pick-up	\$74.09	\$2.60	N/A	\$1.04	\$0.21	\$77.94	\$3.84*	5.19%

Commercial Waste Rate Summary - 2018								
Commercial Waste Rate:	FY 17-18	CPI Adjustment 3.51%	Landfill Adjustment Fee	Organics Fee 1.35%	Franchise Fees	FY 18-19	Difference Per Month	% Increase
3 Yard 1X Per Week	\$161.19	\$4.82	\$0.49	\$2.25	\$0.45	\$169.20	\$8.00*	4.96%
Each Additional Pick-up	\$98.15	\$2.60	\$0.49	\$1.37	\$0.27	\$102.89	\$4.73*	4.82%

*Rounded to nearest hundredth

The City Council Recycling Subcommittee met with representatives from Republic and City Staff on February 6, 2018 to discuss the proposed schedule of rates and Agreement amendments. The Recycling Subcommittee discussed proposed amendment language and the justification for the increase and found that it is consistent with the Agreement. Staff is recommending that City Council adopt the attached Resolutions and Amendments to the Franchise Agreement.

FISCAL IMPACT:

There is no General Fund fiscal impact associated with the requested action. The cost for providing solid waste services to the City's residents and businesses are covered by the customer rates established by the City's franchised hauler and paid by those receiving the services.

Prepared by:


 Elsa Y. Robinson
 Management Analyst

Reviewed and approved:

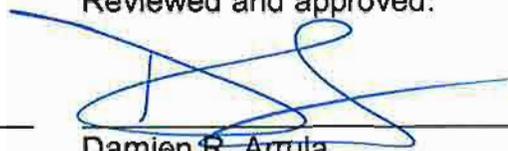

 Luis Estevez
 Director of Public Works

Reviewed and approved:



Kim Krause
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Resolution No. R-2018-XX Approving Rates
2. Resolution No. R-2018-XX Authorizing Residential Billing on the Orange County Tax Roll
3. Amendment No. 8 to Amended, Revised, and Restated Agreement for Solid Waste Handling Services
4. Amendment No. 9 to Amended, Revised, and Restated Agreement for Solid Waste Handling Services
5. Exhibit 1 - Rate Summary
6. Exhibit 2 - Rate Adjustment Rebalancing Formula

RESOLUTION NO. R-2018-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA APPROVING THE AMENDED FEE SCHEDULE FOR SOLID WASTE HANDLING SERVICES TO REFLECT CONSUMER PRICE INDEX INCREASES AND THE ORGANICS RECYCLING REQUIREMENTS (AB 1826).

A. Recitals.

(i). The Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("AB 939"), has declared that it is in the public interest to authorize and require local agencies to make adequate provision for the disposal of all solid waste within their jurisdictions.

(ii). Pursuant to California Public Resources Code §40059 (a)(1), the City Council of the City of Placentia has determined that the public health, safety, and welfare require that an exclusive franchise agreement be awarded to qualified solid waste enterprise for solid waste handling services within the City of Placentia ("City").

(iii). The Legislature of the State of California established requirements for jurisdictions to implement mandatory commercial recycling programs through AB 341 and mandatory (Chesbro, Chapter 476, Statutes of 2011) and mandatory commercial organics recycling programs through AB 1826 (Chesbro, Chapter 727, Statutes of 2014); and

(iv). AB 341 established a goal to source reduce, recycle or compost 75 percent of waste by 2020 and AB 1826 set a goal to reduce organics disposal by 50 percent by 2020;

(v). AB 341 and AB 1826 requires cities to implement commercial recycling and commercial organics recycling programs designed to divert waste generated by regulated businesses. Jurisdictions' programs must, among other requirements, include "education of, outreach to, and monitoring of, businesses," within their jurisdiction; and

(vi). City and Contractor are mindful of the provisions of the laws governing the safe collection, transport, recycling, and disposal of solid waste, including AB 341, AB 939, AB 1826, the Resource Conservation and Recovery Act ("RCRA"), and the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), all as may be amended from time to time hereinafter

(vii). City desires, among other things, to ensure adequate landfill space remains available to meet the public's need for the safe handling and disposal of solid waste, and further desires to ensure its citizens do not incur undue costs in safely disposing of

solid waste and has entered into that certain waste disposal agreement by and among various Orange County cities, including City, and the County of Orange, relating to the use of County landfills for the disposal of solid waste. Contractor has proposed to provide such services and take such actions as are necessary or desirable to ensure City complies with its obligations pursuant to the County Agreement, as the same may be amended from time to time hereinafter.

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. Solid waste handling service charges for residential and commercial services are set forth in "Exhibit A," attached hereto and incorporated by this reference as though fully set forth herein.

APPROVED and ADOPTED this 1st day of May 2018.

Chad P. Wanke, 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 held on the 1st day of May 2018 by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

Patrick J. Melia, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

EXHIBIT A

Placentia Rate Adjustments Calculation (Effective July 1, 2018)

CITY OF PLACENTIA EXHIBIT "A" RATE SUMMARY - EFFECTIVE JULY 1, 2018

	Service Fee	Landfill	Organics	Adjusted Rate	Current Rate	Change	% Change
Residential							
<u>Single Family</u>	\$21.58	\$3.20		\$24.78	\$23.99	\$0.79	3.30%
Additional Containers							
Black "Trash" Container	\$5.68	\$3.20		\$8.88	\$8.62	\$0.25	2.93%
Brown "Yard Waste" Container	\$4.93	n/a		\$4.93	\$4.78	\$0.17	3.51%
Green "Recycling" Container	\$0.00	n/a		\$0.00	\$0.00	\$0.00	0.00%
Pull Out Service							
Extra Dump - All Three Containers	\$24.63	n/a		\$24.63	\$23.80	\$0.84	3.51%
Exchange of All Three Containers	\$38.10	n/a		\$38.10	\$36.80	\$1.29	3.51%
Container Replacement - Misuse	\$67.39	n/a		\$67.39	\$65.11	\$2.29	3.51%
Bulky Item Collection							
Additional Pick-ups over 3x p/Year	\$47.67	n/a		\$47.67	\$46.05	\$1.62	3.51%
Charge for Each Item over 10	\$6.81	n/a		\$6.81	\$6.58	\$0.23	3.51%
Additional Gas Recovery Fee	\$47.67	n/a		\$47.67	\$46.05	\$1.62	3.51%
Temp Three Yard Container							
3 Days + Dump	\$88.13	\$5.66		\$93.79	\$90.69	\$3.10	3.42%
Each Additional Day Rental	\$7.20	n/a		\$7.20	\$6.96	\$0.24	3.51%
<u>Commercial</u>							
Commercial Barrel (Each)							
1 x p/wk (Max of Four)				\$45.00	\$24.12	\$20.88	86.56%
Two Yard Containers							
One Pick-up Only	\$113.47	\$16.39	\$2.10	\$131.97	\$125.68	\$6.28	5.00%
Non-Scheduled Pick-up	\$53.99	\$3.79	\$0.94	\$58.71	\$55.86	\$2.85	5.10%
Three Yard Containers							
First Pick-up	\$141.95	\$24.55	\$2.70	\$169.20	\$161.19	\$8.00	4.96%
Each Additional Pick-up Freq.	\$76.70	\$24.55	\$1.64	\$102.89	\$98.15	\$4.73	4.82%
Non-Scheduled Pick-up	\$86.36	\$5.66	\$1.17	\$73.19	\$69.67	\$3.53	5.06%
Three Yard Manure Containers							
First Pick-up	\$141.95	\$36.98	\$2.90	\$181.83	\$173.37	\$8.45	4.88%
Each Additional Pick-up Freq.	\$76.70	\$36.98	\$1.84	\$115.52	\$110.33	\$5.18	4.70%
Non-Scheduled Pick-up	\$66.35	\$5.66	\$1.17	\$73.18	\$69.65	\$3.53	5.06%
Three Yard Compactors							
First Pick-up	\$175.13	\$60.82	\$3.82	\$239.57	\$228.60	\$10.97	4.80%
Each Additional Pick-up Freq.	\$110.10	\$60.62	\$2.77	\$173.48	\$165.77	\$7.71	4.65%
Non-Scheduled Pick-up	\$100.84	\$13.99	\$1.86	\$116.69	\$111.13	\$5.56	5.00%
Four Yard Containers							
First Pick-up	\$156.15	\$33.13	\$3.07	\$192.34	\$183.32	\$9.02	4.92%
Each Additional Pick-up Freq.	\$84.37	\$33.13	\$1.90	\$119.40	\$113.98	\$5.42	4.76%
Non-Scheduled Pick-up	\$72.99	\$7.64	\$1.31	\$81.94	\$78.01	\$3.93	5.04%
Six Yard Containers							
First Pick-up	\$163.24	\$49.12	\$3.44	\$215.80	\$205.84	\$9.96	4.84%
Each Additional Pick-up Freq.	\$88.20	\$49.12	\$2.22	\$139.55	\$133.35	\$6.20	4.65%
Non-Scheduled Pick-up	\$76.32	\$11.34	\$1.42	\$89.09	\$84.84	\$4.24	5.00%
Three Yard Construction Bins							
First Pick-up	\$184.98	\$24.95	\$3.40	\$213.33	\$203.15	\$10.18	5.01%
Each Additional Pick-up Freq.	\$90.31	\$24.55	\$1.86	\$116.72	\$111.30	\$5.41	4.86%
Non-Scheduled Pick-up	\$66.36	\$5.66	\$1.17	\$73.19	\$69.67	\$3.53	5.06%

CITY OF PLACENTIA EXHIBIT "A" RATE SUMMARY - EFFECTIVE JULY 1, 2018

	Service Fee	Landfill	Organics	Total Rate	Current Rate	Change	% Change
<u>Commercial Continued</u>							
Three Yard "Recycle" Bins							
First Pick-up	\$141.95	n/a	\$2.30	\$144.25	\$137.13	\$7.11	5.19%
Each Additional Pick-up Freq.	\$76.70	n/a	\$1.24	\$77.94	\$74.09	\$3.84	5.19%
Non-Scheduled Pick-up	\$66.36	n/a	\$1.08	\$67.44	\$64.11	\$3.33	5.19%
Contaminated Bin (Trash)	\$141.95	n/a	\$2.30	\$144.25	\$137.13	\$7.11	5.19%
Pull Out Service							
First Pick-up	\$57.68	n/a		\$57.68	\$55.72	\$1.96	3.51%
Each Additional Pick up Freq	\$57.68	n/a		\$57.68	\$55.72	\$1.96	3.51%
Non-Scheduled Pick up	\$57.68	n/a		\$57.68	\$55.72	\$1.96	3.51%
Surcharge - Sunday Service	\$13.24	n/a		\$13.24	\$12.79	\$0.45	3.51%
Bin Exchange after One-Time p/Year	\$83.97	n/a		\$83.97	\$81.13	\$2.85	3.51%
Redelivery of Bin(s) - Non-Payment	\$85.14	n/a		\$85.14	\$82.25	\$2.89	3.51%
Locking Latch Bins							
Set-up One Time Cost	\$101.04	n/a		\$101.04	\$97.81	\$3.43	3.51%
Monthly Maintenance Fee p/Tip Freq.	\$2.24	n/a		\$2.24	\$2.17	\$0.08	3.51%
Special Access / Code or Key Fee	\$11.20	n/a		\$11.20	\$10.82	\$0.38	3.51%
Container Steam Cleaning after 1x p/Year	\$107.85	n/a		\$107.85	\$104.19	\$3.66	3.51%
Clean-Up & Disposal "Over the Top"	\$39.20	n/a		\$39.20	\$37.87	\$1.33	3.51%
Commercial Bulky-Item Pick-ups							
Basic Charge - Two Items	\$47.68	n/a		\$47.68	\$46.06	\$1.62	3.51%
Charge for Each Item over Two	\$6.81	n/a		\$6.81	\$6.58	\$0.23	3.51%
Additional Fee Gas Recovery	\$47.68	n/a		\$47.68	\$46.06	\$1.62	3.51%
<u>Industrial Roll-Off Services</u>							
<u>Permanent Services</u>							
15-Yard Demo Container	\$375.06	\$205.08	\$9.40	\$589.54	\$563.34	\$26.20	4.65%
15-Yard Demo Container - Clean Inerts	\$341.51	n/a	\$5.53	\$347.04	\$329.93	\$17.12	5.19%
30-Yard Drop Off Container	\$354.60	\$170.90	\$8.51	\$534.01	\$510.07	\$23.94	4.69%
30-Yard Container - Green Waste	\$492.16	n/a	\$8.51	\$500.67	\$475.46	\$25.21	5.30%
40-Yard Compactor	\$445.48	\$239.26	\$7.97	\$692.72	\$664.87	\$27.85	4.19%
<u>Temporary Services</u>							
15-Yard Demo Container	\$383.05	\$205.08	\$9.53	\$597.66	\$571.06	\$26.80	4.66%
15-Yard Demo Container - Clean Inerts	\$352.70	n/a	\$5.71	\$358.42	\$340.74	\$17.68	5.19%
30-Yard Drop Off Container	\$372.53	\$170.90	\$8.80	\$552.23	\$527.39	\$24.84	4.71%
30-Yard Container - Green Waste	\$503.36	n/a	\$8.15	\$511.51	\$486.28	\$25.23	5.19%
Overweight Surcharge p/Ton (Actual Weight over 8 Tons)							
Trash Loads	\$18.22	\$34.18	\$0.85	\$53.25	\$51.10	\$2.15	4.20%
Clean Inerts	\$33.60	n/a	\$0.54	\$34.14	\$32.46	\$1.68	5.18%
Green Waste	\$43.98	n/a	\$0.71	\$44.69	\$42.49	\$2.20	5.19%
Saturday Service - Per Pull	\$35.54	n/a		\$35.54	\$34.33	\$1.21	3.51%
Mandatory Signature Required - Per Pull	\$5.60	n/a		\$5.60	\$5.41	\$0.19	3.51%
Additional Days - Temp R/O Per Day	\$13.60	n/a		\$13.60	\$13.14	\$0.46	3.51%
Stand-By Hourly Rate	\$85.14	n/a		\$85.14	\$82.25	\$2.89	3.51%
Heavy-Duty Truck Service - Per Pull	\$391.89	n/a		\$391.89	\$378.60	\$13.29	3.51%
R/O Container Steam Cleaning after 1x/Year	\$111.97	n/a		\$111.97	\$108.17	\$3.80	3.51%
Storage Container Rental / Delivery p/Mo.	\$88.45	n/a		\$88.45	\$85.45	\$3.00	3.51%
Storage Container Return - Per Mile	\$1.23	n/a		\$1.23	\$1.19	\$0.04	3.51%

CITY OF PLACENTIA EXHIBIT "A" BACK-UP

JULY 1, 2018 ADJUSTED RATES

262.375 Local CPI (12 Months Annual 2017)
261.235 Local CPI (12 Months Annual 2018)
3.51% Local CPI Change (Adjustment in (B))

Jan 2018 over Jan 2017 Annual CPI, using Los Angeles-Long Beach-Anaheim

525.90 Orange County Gate Fee (2017)
524.18 Orange County Gate Fee (2018)
2.03% Orange County Gate Fee Change (Adjustment in (E))

	(A) Service Fee	(B) CPI Adj.	=	(C) Adjusted Service Fee [(A)+(B)]	(D) Orange Co. Landfill	(E) Landfill Adjustment	=	(F) Adjusted Landfill Cost [(D)-(E)]	(G) Current Rate [(C)+(F)]	(H) Organic 91 1.35%	(I) Fran Fees	(J) Total Rate Including Organics	(K) Franchise [15% of (G)]	(L) Administrative [5% of (G)]	=	(M) Fees Paid to Placentia	Net Percent Rate Change
Residential:																	
Single Family	\$28.88	\$0.73	=	\$29.61	\$8.88	\$0.06	=	\$8.82	\$38.43	N/A	N/A	\$38.43	\$5.76	\$1.92	=	\$46.11	3.32%
Additional Containers																	
Black "Trash" Container	\$5.45	\$0.19	=	\$5.64	\$3.14	\$0.06	=	\$3.08	\$8.72	N/A	N/A	\$8.72	\$1.31	\$0.44	=	\$10.47	2.97%
Brown "Yard Waste" Container	\$4.78	\$0.17	=	\$4.95	n/a		=	\$4.95	\$4.93	N/A	N/A	\$4.93	\$0.74	\$0.25	=	\$5.92	3.51%
Green "Recycling" Container	\$0.00	\$0.00	=	\$0.00	n/a		=	\$0.00	\$0.00	N/A	N/A	\$0.00	\$0.00	\$0.00	=	\$0.00	0.00%
Residential Special Services																	
Residential Roll-Out Service	\$11.20	\$0.39	=	\$11.59	n/a		=	\$11.59	\$11.60	N/A	N/A	\$11.60	\$1.74	\$0.58	=	\$13.92	3.51%
Extra Comp - All 3 Containers	\$24.63	\$0.84	=	\$25.47	n/a		=	\$25.47	\$24.63	N/A	N/A	\$24.63	\$3.70	\$1.23	=	\$29.56	3.51%
Exchange of All 3 Containers	\$38.10	\$1.29	=	\$39.39	n/a		=	\$39.39	\$38.10	N/A	N/A	\$38.10	\$5.72	\$1.90	=	\$45.72	3.51%
Container Replacement - Misuse	\$67.39	\$2.29	=	\$69.68	n/a		=	\$69.68	\$67.39	N/A	N/A	\$67.39	\$10.11	\$3.37	=	\$80.87	3.51%
Residential Bulky-Item Pick-ups																	
Additional Pick-ups over 3x p/Yea:	\$47.67	\$1.62	=	\$49.29	n/a		=	\$49.29	\$47.67	N/A	N/A	\$47.67	\$7.15	\$2.38	=	\$57.20	3.51%
Charge for each item over 10	\$6.61	\$0.23	=	\$6.84	n/a		=	\$6.84	\$6.61	N/A	N/A	\$6.61	\$1.02	\$0.34	=	\$7.97	3.51%
Additional Fee Gas Recovery	\$47.67	\$1.62	=	\$49.29	n/a		=	\$49.29	\$47.67	N/A	N/A	\$47.67	\$7.15	\$2.38	=	\$57.20	3.51%
Three Yard Containers																	
3 Days + Dump	\$88.13	\$2.99	=	\$91.12	\$8.88	\$0.11	=	\$8.77	\$99.89	N/A	N/A	\$99.79	\$14.97	\$4.99	=	\$119.75	3.42%
Each Additional Day	\$7.20	\$0.24	=	\$7.44	n/a		=	\$7.44	\$7.20	N/A	N/A	\$7.20	\$1.08	\$0.36	=	\$8.64	3.51%

CITY OF PLACENTIA EXHIBIT "A" BACK-UP

	(A) Service Fee	(B) CPI Adj.	(C) Adjusted Service Fee ((A)+(B))	(D) Orange Co. Landfill	(E) Landfill Adjustment	(F) Adjusted Landfill Cost ((D)+(E))	(G) Total Rate ((C)+(F))	(H) Organic PI 1.35%	(I) Fran Fees	(J) Total Rate Including Organics	(K) Franchise [15% of (J)]	(L) Administrative (5% of (G))	(M) Fees Paid to Placentia	Net Percent Rate Change
Commercial														
Commercial Barrel (Each)														
1 x p/wk (Max of Three)	\$19.22	\$0.84	\$18.37	\$5.80	\$0.12	\$6.32	\$24.89	\$41.65	\$3.35	\$45.00	\$7.76	\$1.24	\$9.00	3.16%
Each Additional Pick-up Freq.(Max 3 X)	\$19.32	\$0.84	\$18.47	\$5.80	\$0.12	\$6.32	\$24.89	\$41.65	\$3.35	\$45.00	\$7.76	\$1.24	\$9.00	3.16%
Two Yard Containers														
One Pick-up Only	\$109.63	\$3.85	\$113.47	\$16.06	\$0.33	\$16.39	\$129.86	\$1.75	\$0.35	\$131.97	\$19.79	\$6.60	\$26.39	3.32%
Each Additional Pick-up Freq.(Max 3 X)	\$57.28	\$2.01	\$59.27	\$16.06	\$0.33	\$16.39	\$75.88	\$1.02	\$0.20	\$75.88	\$11.54	\$3.54	\$15.38	3.19%
Non-Scheduled Pick-up	\$52.15	\$1.83	\$53.98	\$3.71	\$0.06	\$3.79	\$57.78	\$0.78	\$0.16	\$58.71	\$8.80	\$2.34	\$11.74	3.41%
Three Yard Containers														
First Pick-up	\$127.13	\$4.82	\$141.95	\$24.05	\$0.49	\$24.56	\$166.50	\$2.26	\$0.45	\$169.20	\$25.38	\$6.46	\$33.84	3.28%
Each Additional Pick-up Freq.	\$74.09	\$2.60	\$76.70	\$24.06	\$0.49	\$24.55	\$101.25	\$1.37	\$0.27	\$102.89	\$15.44	\$5.14	\$20.58	3.15%
Non-Scheduled Pick-up	\$64.11	\$2.25	\$66.36	\$5.55	\$0.11	\$5.66	\$72.02	\$0.97	\$0.19	\$73.19	\$10.98	\$3.65	\$14.64	3.39%
Three Yard Manure Containers														
First Pick-up	\$137.13	\$4.82	\$141.95	\$36.24	\$0.74	\$36.98	\$178.93	\$2.42	\$0.48	\$181.83	\$27.28	\$9.09	\$36.37	3.20%
Each Additional Pick-up Freq.	\$74.09	\$2.60	\$76.70	\$36.24	\$0.74	\$36.98	\$113.68	\$1.53	\$0.31	\$115.52	\$17.32	\$5.78	\$23.10	3.02%
Non-Scheduled Pick-up	\$64.19	\$2.25	\$66.45	\$5.55	\$0.11	\$5.66	\$72.01	\$0.97	\$0.19	\$73.18	\$10.98	\$3.65	\$14.64	3.38%
Three Yard Compactors														
First Pick-up	\$169.14	\$5.94	\$175.13	\$59.41	\$1.21	\$60.62	\$235.75	\$3.18	\$0.64	\$239.57	\$35.93	\$11.98	\$47.91	3.13%
Each Additional Pick-up Freq.	\$109.36	\$3.73	\$113.10	\$59.41	\$1.21	\$60.62	\$170.72	\$2.30	\$0.46	\$173.48	\$26.03	\$8.67	\$34.70	2.98%
Non-Scheduled Pick-up	\$91.80	\$3.42	\$100.64	\$13.71	\$0.28	\$13.99	\$114.83	\$1.65	\$0.31	\$116.69	\$17.51	\$5.83	\$23.34	3.33%
Four Yard Containers														
First Pick-up	\$160.86	\$5.30	\$156.15	\$32.47	\$0.65	\$33.13	\$189.28	\$2.66	\$0.51	\$192.34	\$28.65	\$9.62	\$38.47	3.25%
Each Additional Pick-up Freq.	\$81.51	\$2.98	\$84.37	\$32.47	\$0.65	\$33.13	\$117.50	\$1.65	\$0.32	\$119.49	\$17.91	\$5.97	\$23.88	3.09%
Non-Scheduled Pick-up	\$70.51	\$2.48	\$72.99	\$7.49	\$0.15	\$7.64	\$89.63	\$1.09	\$0.22	\$91.94	\$12.29	\$4.10	\$18.38	3.37%
Six Yard Containers														
First Pick-up	\$157.70	\$5.54	\$163.24	\$48.14	\$0.98	\$49.12	\$212.36	\$2.87	\$0.57	\$215.80	\$32.37	\$10.79	\$43.16	3.16%
Each Additional Pick-up Freq.	\$85.21	\$2.89	\$88.20	\$48.14	\$0.98	\$49.12	\$137.32	\$1.85	\$0.37	\$139.55	\$20.93	\$6.98	\$27.91	2.98%
Non-Scheduled Pick-up	\$73.44	\$2.39	\$76.32	\$11.11	\$0.23	\$11.34	\$87.66	\$1.16	\$0.24	\$89.09	\$13.37	\$4.45	\$17.82	3.32%

CITY OF PLACENTIA EXHIBIT "A" BACK-UP

	(A) Service Fee	(B) CPI Adj.	(C) Adjusted Service Fee [(A)+(B)]	(D) Orange Co. Landfill	(E) Landfill Adjustment	(F) Adjusted Landfill Cost [(D)+(E)]	(G) Total Rate [(C)+(F)]	(H) Organic PI 1.35%	(I) Fran Fees	(J) Total Rate Including Organics	(K) Franchise (15% of (J))	(L) Administrative (5% of (J))	(M) Fees Paid to Placentia	Net Percent Rate Change
Commercial														
Three Yard Construction Bin														
First Pick-up	\$178.00	\$6.26	\$184.26	\$24.46	\$9.50	\$24.95	\$209.23	\$2.83	\$9.57	\$213.33	\$32.00	\$10.67	\$42.67	3.33%
Each Additional Pick-up Freq.	\$87.74	\$3.05	\$90.79	\$24.06	\$9.49	\$24.55	\$114.86	\$1.55	\$9.31	\$116.72	\$17.50	\$5.84	\$23.34	3.19%
Non-Scheduled Pick-up	\$84.11	\$2.25	\$86.36	\$9.55	\$9.11	\$15.66	\$72.02	\$0.97	\$9.13	\$73.19	\$10.98	\$3.66	\$14.64	3.35%
Temp Three Yard Container - Non Profit 3 Days + Dump														
Each Additional Day	\$18.84	\$2.89	\$21.73	n/a	\$9.11	\$5.65	\$85.28	\$1.19	\$9.24	\$89.71	\$13.45	\$4.49	\$17.94	3.42%
	\$6.73	\$9.24	\$6.99	n/a		\$6.99	\$6.99	N/A	N/A	N/A	\$1.06	\$0.35	\$1.40	3.51%
Commercial Recycle Containers														
Three Yard "Recycle" Containers														
First Pick-up	\$137.73	\$4.82	\$141.95	n/a		\$141.95	\$1.92	\$9.38	\$144.25	\$21.64	\$7.21	\$28.85	N/A	
Each Additional Pick-up Freq.	\$74.49	\$2.89	\$76.70	n/a		\$76.70	\$1.04	\$9.21	\$77.94	\$11.69	\$3.93	\$15.39	N/A	
Non-Scheduled Pick-up	\$84.11	\$2.25	\$86.36	n/a		\$86.36	\$0.90	\$9.18	\$87.44	\$10.12	\$3.37	\$12.49	N/A	
Contaminated Bin (Trash)	\$117.73	\$4.82	\$141.95	n/a		\$141.95	\$1.92	\$9.38	\$144.25	\$21.64	\$7.21	\$28.85	N/A	
Commercial Special Services														
Pull Out Service														
First Pick-up	\$57.73	\$1.86	\$57.58	n/a		\$57.58	N/A	N/A	N/A	\$8.66	\$2.88	\$11.54	3.51%	
Each Additional Pick up Freq	\$59.73	\$1.96	\$57.58	n/a		\$57.58	N/A	N/A	N/A	\$8.66	\$2.88	\$11.54	3.51%	
Non-Scheduled Pick up	\$59.73	\$1.86	\$57.58	n/a		\$57.58	N/A	N/A	N/A	\$8.66	\$2.88	\$11.54	3.51%	
Surcharge - Sunday Service														
	\$13.24	\$9.45	\$13.24	n/a		\$13.24	N/A	N/A	N/A	\$1.99	\$0.66	\$2.65	3.51%	
Bin Exchange after One-Time p/Year														
	\$83.97	\$2.85	\$83.97	n/a		\$83.97	N/A	N/A	N/A	\$12.59	\$4.20	\$16.79	3.51%	
Redelivery of Bin(s) - Non Payment														
	\$85.14	\$2.89	\$85.14	n/a		\$85.14	N/A	N/A	N/A	\$12.77	\$4.26	\$17.03	3.51%	
Locking Latch Bins														
Set-Up Cost	\$101.04	\$3.43	\$101.04	n/a		\$101.04	N/A	N/A	N/A	\$15.16	\$5.65	\$20.21	3.51%	
Monthly Maintenance Fee P/ho Freq.	\$2.24	\$0.88	\$2.24	n/a		\$2.24	N/A	N/A	N/A	\$0.34	\$0.11	\$0.45	3.51%	
Special Access / Code B: Key Fee														
	\$11.20	\$9.38	\$11.20	n/a		\$11.20	N/A	N/A	N/A	\$1.68	\$0.56	\$2.24	3.51%	
Combustible Steam Cleaning after 1st Year														
	\$107.85	\$3.66	\$107.85	n/a		\$107.85	N/A	N/A	N/A	\$16.18	\$5.39	\$21.57	3.51%	
Clean-Up/Disposal "Over the Top"														
	\$39.20	\$1.33	\$39.20	n/a		\$39.20	N/A	N/A	N/A	\$6.88	\$1.96	\$7.84	3.51%	
Commercial Bulky-Item Pick-ups														
Basic Charge - Two Items	\$47.68	\$1.62	\$47.68	n/a		\$47.68	N/A	N/A	N/A	\$7.16	\$2.38	\$9.54	3.51%	
Charge for each item over Two	\$6.81	\$0.23	\$6.81	n/a		\$6.81	N/A	N/A	N/A	\$1.02	\$0.34	\$1.36	3.51%	
Additional Fee Gas Recovery	\$47.68	\$1.62	\$47.68	n/a		\$47.68	N/A	N/A	N/A	\$7.16	\$2.38	\$9.54	3.51%	
Tilt Hopper Monthly Rental														
Three Yard Bin Monthly Rental	\$43.67	\$1.45	\$43.67	n/a		\$43.67	N/A	N/A	N/A	\$6.55	\$2.18	\$8.73	3.51%	
	\$55.98	\$1.93	\$55.98	n/a		\$55.98	N/A	N/A	N/A	\$8.40	\$2.80	\$11.20	3.51%	

CITY OF PLACENTIA EXHIBIT "A" BACK-UP

	(A) Service Fee	(B) CPI Adj.	(C) Adjusted Service Fee [(A)+(B)]	(D) Orange Co. Landfill	(E) Landfill Adjustment	(F) Adjusted Landfill Cost [(D)+(E)]	(G) Total Rate [(C)+(F)]	(H) Organic P/ 1.35%	(I) Fran Fees	(J) Total Rate Including Organics	(K) Franchise (15% of (J))	(L) Administrative (5% of (J))	(M) Fees Paid to Placentia	Net Percent Rate Change
Industrial Roll-Off Services														
Permanent Services														
15-Yard Demo Container	\$302.34	\$12.72	\$315.06	\$201.00	\$4.08	\$205.08	\$580.14	\$7.83	\$1.57	\$588.54	\$88.28	\$29.48	\$117.91	2.88%
15-Yard Demo Container - Clean Inerts	\$386.31	\$11.55	\$397.86	n/a		\$397.86	\$341.51	\$4.61	\$0.92	\$347.04	\$52.06	\$17.35	\$69.41	N/A
30-Yard Drop Off Container	\$470.50	\$12.03	\$482.53	\$167.50	\$3.40	\$170.90	\$525.50	\$7.08	\$1.42	\$524.01	\$78.60	\$26.70	\$106.80	3.02%
30-Yard Container - Green Waste	\$475.48	\$16.70	\$492.18	n/a		\$492.18	\$492.16	\$6.84	\$1.33	\$500.13	\$75.02	\$25.01	\$100.03	N/A
40-Yard Compactor	\$448.39	\$15.11	\$463.50	\$174.80	\$4.76	\$179.56	\$684.74	\$9.24	\$1.85	\$696.64	\$104.49	\$34.78	\$139.17	2.99%
Temporary Services														
15-Yard Demo Container	\$278.88	\$12.99	\$291.87	\$201.00	\$4.08	\$205.08	\$588.13	\$7.94	\$1.58	\$597.69	\$89.65	\$29.88	\$119.53	2.86%
15-Yard Demo Container - Clean Inerts	\$442.79	\$11.95	\$454.74	n/a		\$454.74	\$352.70	\$4.78	\$0.95	\$358.42	\$53.76	\$17.92	\$71.68	N/A
30-Yard Drop Off Container	\$558.89	\$12.84	\$571.73	\$167.50	\$3.40	\$170.90	\$643.43	\$7.34	\$1.47	\$652.23	\$97.84	\$27.51	\$110.45	3.04%
30-Yard Container - Green Waste	\$480.36	\$17.08	\$497.44	n/a		\$497.44	\$503.35	\$6.80	\$1.36	\$511.51	\$76.72	\$25.58	\$102.30	N/A
Overweight Surcharge p/ton (Actual weight over 8 tons/load)														
Trash Loads	\$11.80	\$0.62	\$12.42	\$33.50	\$0.88	\$34.16	\$52.40	\$0.71	\$0.14	\$53.25	\$7.99	\$2.56	\$10.65	2.54%
Clean Inerts	\$13.49	\$1.14	\$14.63	n/a		\$14.63	\$33.60	\$0.45	\$0.09	\$34.14	\$5.12	\$1.71	\$6.83	N/A
Clean Green Waste	\$62.80	\$1.49	\$64.29	n/a		\$64.29	\$43.98	\$0.58	\$0.12	\$44.69	\$6.71	\$2.23	\$8.94	N/A
Industrial Special Services														
Saturday Service - Per Pull	\$36.42	\$1.21	\$37.63	n/a		\$37.63	\$35.54	N/A	N/A	N/A	\$5.33	\$1.78	\$7.11	3.51%
Mandatory Signature Required - Per Pull	\$3.60	\$0.19	\$3.79	n/a		\$3.79	\$5.60	N/A	N/A	N/A	\$0.84	\$0.28	\$1.12	3.51%
Additional Days Temp R/O Per Day	\$13.16	\$0.45	\$13.61	n/a		\$13.61	\$13.60	N/A	N/A	N/A	\$2.04	\$0.68	\$2.72	3.51%
Stand-By Hourly Rate	\$42.25	\$2.89	\$45.14	n/a		\$45.14	\$85.14	N/A	N/A	N/A	\$12.77	\$4.28	\$17.05	3.51%
Relocation/Trip Charge/Dean Run	\$55.98	\$1.80	\$57.78	n/a		\$57.78	\$55.98	N/A	N/A	N/A	\$8.40	\$2.80	\$11.20	3.51%
Packer "Turn-A-Round" Surcharge Per Pull	\$11.20	\$0.38	\$11.58	n/a		\$11.58	\$11.20	N/A	N/A	N/A	\$1.68	\$0.56	\$2.24	3.51%
Heavy-Duty Truck Service - Per Pull	\$219.00	\$13.28	\$232.28	n/a		\$232.28	\$391.89	N/A	N/A	N/A	\$58.79	\$19.59	\$78.38	3.51%
R/O Container Steam Cleaning after 1x/Year	\$111.87	\$3.80	\$115.67	n/a		\$115.67	\$111.87	N/A	N/A	N/A	\$16.78	\$5.60	\$22.38	3.51%
Storage Container Rental / Delivery	\$86.45	\$3.03	\$89.48	n/a		\$89.48	\$88.45	N/A	N/A	N/A	\$13.27	\$4.42	\$17.69	3.51%
Storage Container Return \$10.00 + Per/Mile	\$1.23	\$0.04	\$1.27	n/a		\$1.27	\$1.23	N/A	N/A	N/A	\$0.19	\$0.06	\$0.25	3.51%

Bureau of Labor Statistics

CPI-All Urban Consumers (Current Series)
Original Data Value

Series Id: CUURS49ASA0
 Not Seasonally Adjusted
 Series Title: All items in Los Angeles-Long Beach-Anaheim,
 Area: Los Angeles-Long Beach-Anaheim, CA
 Item: All items
 Base Period: 1982-84=100
 Years: 2008 to 2018

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2008	220.918	221.431	223.606	224.625	226.651	229.033	229.886	228.484	227.449	226.159	222.229	219.620	225.008	224.377	225.638
2009	220.719	221.439	221.376	221.693	222.522	223.906	224.010	224.507	225.226	225.264	224.317	223.643	223.219	221.943	224.495
2010	224.610	224.620	225.483	225.916	226.438	225.877	225.991	226.373	226.048	226.794	225.941	226.639	225.894	225.491	226.298
2011	228.652	229.729	232.241	233.319	233.367	232.328	231.303	231.833	233.022	233.049	232.731	231.567	231.928	231.606	232.251
2012	233.441	234.537	236.941	236.866	237.032	236.025	235.776	237.222	238.104	240.111	237.675	236.042	236.648	235.807	237.488
2013	238.015	239.753	239.995	239.043	239.346	239.223	238.920	239.219	239.611	239.940	238.677	238.742	239.207	239.229	239.185
2014	239.857	241.059	242.491	242.437	243.362	243.528	243.727	243.556	243.623	243.341	241.753	240.475	242.434	242.122	242.746
2015	239.724	241.297	243.738	243.569	246.093	245.459	247.066	246.328	245.431	245.812	245.711	245.357	244.632	243.313	245.951
2016	247.155	247.113	247.873	248.368	249.554	249.789	249.784	249.700	250.145	251.098	250.185	250.189	249.246	248.309	250.184
2017	252.373	253.815	254.525	254.971	255.674	255.275	256.023	256.739	257.890	258.883	259.135	259.220	256.210	254.439	257.982
2018	261.235	263.012													

RESOLUTION NO. R-2018-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PLACENTIA, CALIFORNIA AUTHORIZING AND
DETERMINING RESIDENTIAL SOLID WASTE HANDLING
SERVICE CHARGES AND DIRECTING PLACEMENT
THEREOF ON THE ORANGE COUNTY TAX ROLLS**

A. Recitals

(i). Section 8.04.240 of the Placentia Municipal Code provides that the City Council may, by resolution, cause solid waste handling service charges be collected with the Orange County tax bills.

(ii). The City Council has received and analyzed proposed refuse collection charges for residential services and has determined appropriate residential solid waste handling service charges to be set for the 2018-19 Fiscal Year.

(iii). The City Council has determined that residential solid waste and handling service charges collected via the tax rolls affords the least costly mechanism for the residential taxpayers of the City of Placentia and users of the solid waste handling services.

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

B. Resolution

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

1. In all respects as set forth in the Recitals, Part A., above.
2. Solid waste handling service charges for residential and commercial services are set forth in "Exhibit A," attached hereto and incorporated by this reference as though fully set forth herein.
3. Solid waste handling service charges for residential services be placed on the Orange County Property Tax Rolls for the Fiscal Year 2017-18, and such charges be collected in the same manner as the Property Tax.
4. A copy of this Resolution shall forthwith be transmitted by the City Clerk to the Auditor-Controller of the County of Orange.

APPROVED and ADOPTED this 1st day of May 2018.

Chad P. Wanke, 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 held on the 1st day of May 2018 by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

Patrick J. Melia, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

EXHIBIT A
Placentia Rate Adjustments Calculation (Effective July 1, 2018)

CITY OF PLACENTIA EXHIBIT "A" RATE SUMMARY - EFFECTIVE JULY 1, 2018

	Service Fee	Landfill	Organics	Adjusted Rate	Current Rate	Change	% Change
Residential							
Single Family	\$21.58	\$3.20		\$24.78	\$23.99	\$0.79	3.30%
Additional Containers							
Black "Trash" Container	\$5.68	\$3.20		\$8.88	\$8.62	\$0.25	2.93%
Brown "Yard Waste" Container	\$4.93	n/a		\$4.93	\$4.76	\$0.17	3.51%
Green "Recycling" Container	\$0.00	n/a		\$0.00	\$0.00	\$0.00	0.00%
Pull Out Service							
Pull Out Service	\$11.60	n/a		\$11.60	\$11.20	\$0.39	3.51%
Extra Dump - All Three Containers	\$24.63	n/a		\$24.63	\$23.80	\$0.84	3.51%
Exchange of All Three Containers	\$38.10	n/a		\$38.10	\$36.80	\$1.29	3.51%
Container Replacement - Misuse	\$67.39	n/a		\$67.39	\$65.11	\$2.29	3.51%
Bulky Item Collection							
Additional Pick-ups over 3x p/Year	\$47.67	n/a		\$47.67	\$46.05	\$1.62	3.51%
Charge for Each Item over 10	\$6.81	n/a		\$6.81	\$6.58	\$0.23	3.51%
Additional Gas Recovery Fee	\$47.67	n/a		\$47.67	\$46.05	\$1.62	3.51%
Temp Three Yard Container							
3 Days + Dump	\$88.13	\$5.66		\$93.79	\$90.69	\$3.10	3.42%
Each Additional Day Rental	\$7.20	n/a		\$7.20	\$6.96	\$0.24	3.51%
Commercial							
Commercial Barrel (Each) 1 x p/wk (Max of Four)				\$45.00	\$24.12	\$20.88	86.56%
Two Yard Containers							
One Pick-up Only	\$113.47	\$16.39	\$2.10	\$131.97	\$125.68	\$6.28	5.00%
Non-Scheduled Pick-up	\$53.99	\$3.79	\$0.94	\$58.71	\$55.86	\$2.85	5.10%
Three Yard Containers							
First Pick-up	\$141.95	\$24.55	\$2.70	\$169.20	\$161.19	\$8.00	4.96%
Each Additional Pick-up Freq.	\$76.70	\$24.55	\$1.64	\$102.89	\$98.15	\$4.73	4.82%
Non-Scheduled Pick-up	\$66.36	\$5.66	\$1.17	\$73.19	\$69.67	\$3.53	5.06%
Three Yard Manure Containers							
First Pick-up	\$141.95	\$36.98	\$2.80	\$181.83	\$173.37	\$8.45	4.88%
Each Additional Pick-up Freq.	\$76.70	\$36.98	\$1.84	\$115.52	\$110.33	\$5.18	4.70%
Non-Scheduled Pick-up	\$66.35	\$5.66	\$1.17	\$73.18	\$69.65	\$3.53	5.06%
Three Yard Compactors							
First Pick-up	\$175.13	\$60.62	\$3.82	\$239.57	\$228.60	\$10.97	4.80%
Each Additional Pick-up Freq.	\$110.10	\$60.62	\$2.77	\$173.48	\$165.77	\$7.71	4.65%
Non-Scheduled Pick-up	\$100.84	\$13.99	\$1.86	\$116.69	\$111.13	\$5.58	5.00%
Four Yard Containers							
First Pick-up	\$156.15	\$33.13	\$3.07	\$192.34	\$183.32	\$9.02	4.92%
Each Additional Pick-up Freq.	\$84.37	\$33.13	\$1.90	\$119.40	\$113.98	\$5.42	4.76%
Non-Scheduled Pick-up	\$72.99	\$7.64	\$1.31	\$81.94	\$78.01	\$3.93	5.04%
Six Yard Containers							
First Pick-up	\$163.24	\$49.12	\$3.44	\$215.80	\$205.84	\$9.96	4.84%
Each Additional Pick-up Freq.	\$88.20	\$49.12	\$2.22	\$139.55	\$133.35	\$6.20	4.65%
Non-Scheduled Pick-up	\$76.32	\$11.34	\$1.42	\$89.09	\$84.84	\$4.24	5.00%
Three Yard Construction Bins							
First Pick-up	\$184.98	\$24.95	\$3.40	\$213.33	\$203.15	\$10.18	5.01%
Each Additional Pick-up Freq.	\$90.31	\$24.55	\$1.86	\$116.72	\$111.30	\$5.41	4.86%
Non-Scheduled Pick-up	\$66.36	\$5.66	\$1.17	\$73.19	\$69.67	\$3.53	5.06%

CITY OF PLACENTIA EXHIBIT "A" RATE SUMMARY - EFFECTIVE JULY 1, 2018

	Service Fee	Landfill	Organics	Total Rate	Current Rate	Change	% Change
<u>Commercial Continued</u>							
Three Yard "Recycle" Bins							
First Pick-up	\$141.95	n/a	\$2.30	\$144.25	\$137.13	\$7.11	5.19%
Each Additional Pick-up Freq.	\$78.70	n/a	\$1.24	\$77.94	\$74.09	\$3.84	5.19%
Non-Scheduled Pick-up	\$66.36	n/a	\$1.08	\$67.44	\$64.11	\$3.33	5.19%
Contaminated Bin (Trash)	\$141.95	n/a	\$2.30	\$144.25	\$137.13	\$7.11	5.19%
Pull Out Service							
First Pick-up	\$57.68	n/a		\$57.68	\$55.72	\$1.96	3.51%
Each Additional Pick up Freq	\$57.68	n/a		\$57.68	\$55.72	\$1.96	3.51%
Non-Scheduled Pick up	\$57.68	n/a		\$57.68	\$55.72	\$1.96	3.51%
Surcharge - Sunday Service	\$13.24	n/a		\$13.24	\$12.79	\$0.45	3.51%
Bin Exchange after One-Time p/Year	\$83.97	n/a		\$83.97	\$81.13	\$2.85	3.51%
Redelivery of Bin(s) - Non-Payment	\$85.14	n/a		\$85.14	\$82.25	\$2.89	3.51%
Locking Latch Bins							
Set-up One Time Cost	\$101.04	n/a		\$101.04	\$97.61	\$3.43	3.51%
Monthly Maintenance Fee p/Tip Freq.	\$2.24	n/a		\$2.24	\$2.17	\$0.08	3.51%
Special Access / Code or Key Fee	\$11.20	n/a		\$11.20	\$10.82	\$0.38	3.51%
Container Steam Cleaning after 1x p/Year	\$107.85	n/a		\$107.85	\$104.19	\$3.66	3.51%
Clean-Up & Disposal "Over the Top"	\$39.20	n/a		\$39.20	\$37.87	\$1.33	3.51%
Commercial Bulky-Item Pick-ups							
Basic Charge - Two Items	\$47.68	n/a		\$47.68	\$46.06	\$1.62	3.51%
Charge for Each Item over Two	\$6.81	n/a		\$6.81	\$6.58	\$0.23	3.51%
Additional Fee Gas Recovery	\$47.68	n/a		\$47.68	\$46.06	\$1.62	3.51%
<u>Industrial Roll-Off Services</u>							
<u>Permanent Services</u>							
15-Yard Demo Container	\$375.06	\$205.08	\$9.40	\$589.54	\$563.34	\$26.20	4.65%
15-Yard Demo Container - Clean Inerts	\$341.51	n/a	\$5.53	\$347.04	\$329.93	\$17.12	5.19%
30-Yard Drop Off Container	\$354.60	\$170.90	\$8.51	\$534.01	\$510.07	\$23.94	4.69%
30-Yard Container - Green Waste	\$492.18	n/a	\$8.51	\$500.67	\$475.46	\$25.21	5.30%
40-Yard Compactor	\$445.48	\$238.26	\$7.97	\$692.72	\$664.87	\$27.85	4.19%
<u>Temporary Services</u>							
15-Yard Demo Container	\$383.05	\$205.08	\$9.53	\$597.66	\$571.06	\$26.60	4.66%
15-Yard Demo Container - Clean Inerts	\$352.70	n/a	\$5.71	\$358.42	\$340.74	\$17.68	5.19%
30-Yard Drop Off Container	\$372.53	\$170.90	\$8.80	\$552.23	\$527.39	\$24.84	4.71%
30-Yard Container - Green Waste	\$503.36	n/a	\$8.15	\$511.51	\$486.28	\$25.23	5.19%
Overweight Surcharge p/Ton (Actual Weight over 8 Tons)							
Trash Loads	\$18.22	\$34.18	\$0.85	\$53.25	\$51.10	\$2.15	4.20%
Clean Inerts	\$33.60	n/a	\$0.54	\$34.14	\$32.46	\$1.68	5.19%
Green Waste	\$43.98	n/a	\$0.71	\$44.69	\$42.49	\$2.20	5.19%
Saturday Service - Per Pull	\$35.54	n/a		\$35.54	\$34.33	\$1.21	3.51%
Mandatory Signature Required - Per Pull	\$5.60	n/a		\$5.60	\$5.41	\$0.19	3.51%
Additional Days - Temp R/O Per Day	\$13.60	n/a		\$13.60	\$13.14	\$0.46	3.51%
Stand-By Hourly Rate	\$85.14	n/a		\$85.14	\$82.25	\$2.89	3.51%
Heavy-Duty Truck Service - Per Pull	\$391.89	n/a		\$391.89	\$378.60	\$13.29	3.51%
R/O Container Steam Cleaning after 1x/Year	\$111.97	n/a		\$111.97	\$108.17	\$3.80	3.51%
Storage Container Rental / Delivery p/Mo.	\$88.45	n/a		\$88.45	\$85.45	\$3.00	3.51%
Storage Container Return - Per Mile	\$1.23	n/a		\$1.23	\$1.19	\$0.04	3.51%

CITY OF PLACENTIA EXHIBIT "A" BACK-UP

JULY 1, 2018 ADJUSTED RATES

352.113 Local CPI-U (12 Months Annual 2017)
361.235 Local CPI-U (12 Months Annual 2018)
3.15% Local CPI-U Change (Adjustment in (B))

Jan 2018 over Jan 2017 Annual CPI, using Los Angeles- Long Beach-Anaheim

\$33.80 Orange County Gate Fee July 2017
\$34.15 Orange County Gate Fee July 2016
2.50% Orange County Gate Fee Change (Adjustment in (E))

	(A) Service Fee	(B) CPI Adj.	=	(C) Adjusted Service Fee [(A)+(B)]	(D) Orange Co. Landfill	+	(E) Landfill Adjustment	=	(F) Adjusted Landfill Cost [(D)+(E)]	(G) Current Rate [(C)+(F)]	(H) Organic PI 1.35%	(I) Fran Fees	(J) Total Rate Including Organics	(K) Franchise [14% of (J)]	+	(L) Administrative [5% of (G)]	=	(M) Fees Paid to Placentia	Net Percent Rate Change
Residential																			
Single Family	\$20.85	\$0.73		\$21.58	\$3.14		\$0.06		\$3.20	\$24.78	N/A	N/A	\$24.78	\$3.72		\$1.24		\$4.96	3.32%
Additional Containers																			
Black "Fresh" Container	\$5.88	\$0.19		\$6.08	\$3.14		\$0.06		\$3.20	\$8.88	N/A	N/A	\$8.88	\$1.34		\$0.44		\$1.78	2.97%
Brown "Yard Waste" Container	\$4.76	\$0.17		\$4.93	n/a					\$4.93	N/A	N/A	\$4.93	\$0.74		\$0.25		\$0.99	3.51%
Green "Recycling" Container	\$0.00	\$0.00		\$0.00	n/a					\$0.00	N/A	N/A	\$0.00	\$0.00		\$0.00		\$0.00	0.00%
Residential Special Services																			
Residential Roll-Out Service	\$11.20	\$0.39		\$11.60	n/a					\$11.60	N/A	N/A	\$11.60	\$1.74		\$0.58		\$2.32	3.51%
Extra Dump - All 3 Containers	\$23.80	\$0.84		\$24.63	n/a					\$24.63	N/A	N/A	\$24.63	\$3.70		\$1.23		\$4.93	3.51%
Exchange of All 3 Containers	\$36.80	\$1.28		\$38.10	n/a					\$38.10	N/A	N/A	\$38.10	\$5.72		\$1.90		\$7.62	3.51%
Container Replacement - Misuse	\$65.11	\$2.29		\$67.39	n/a					\$67.39	N/A	N/A	\$67.39	\$10.11		\$3.37		\$13.48	3.51%
Residential Bulky-Item Pick-ups																			
Additional Pick-ups over 3x p/Year	\$46.05	\$1.62		\$47.67	n/a					\$47.67	N/A	N/A	\$47.67	\$7.15		\$2.38		\$9.53	3.51%
Charge for each item over 10	\$6.56	\$0.23		\$6.81	n/a					\$6.81	N/A	N/A	\$6.81	\$1.02		\$0.34		\$1.36	3.51%
Additional Fee Gas Recovery	\$48.05	\$1.62		\$49.67	n/a					\$49.67	N/A	N/A	\$49.67	\$7.15		\$2.38		\$9.53	3.51%
Three Yard Containers																			
3 Days + Dump	\$88.11	\$2.59		\$90.70	\$5.00		\$0.11		\$5.68	\$93.79	N/A	N/A	\$93.79	\$14.07		\$4.69		\$18.76	3.42%
Each Additional Day	\$8.98	\$0.24		\$9.22	n/a					\$9.22	N/A	N/A	\$9.22	\$1.08		\$0.36		\$1.44	3.51%

CITY OF PLACENTIA EXHIBIT "A" BACK-UP

	(A) Service Fee	(B) CP Ad.	(C) Adjusted Service Fee [(A)+(B)]	(D) Orange Co. Landfill	(E) Landfill Adjustment	(F) Adjusted Landfill Cost [(D)+(E)]	(G) Total Rate [(C)+(F)]	(H) Organic PI 1.35%	(I) Fees	(J) Total Rate Including Organics	(K) Franchise (15% of (J))	(L) Administrative (5% of (G))	(M) Fees Paid to Placentia	Net Percent Rate Change
Commercial														
Commercial Barrel (Each)														
1 x p/wk (Max of Three)	\$11.72	\$0.84	\$12.57	\$1.20	\$0.12	\$5.92	\$24.89	\$41.65	\$3.35	\$45.00	\$7.76	\$1.24	\$9.00	3.16%
Each Additional Pick-up Freq.(Max 3 X)	11.72	\$0.84	\$12.57	\$1.20	\$0.12	\$5.92	\$24.89	\$41.65	\$3.35	\$45.00	\$7.76	\$1.24	\$9.00	3.16%
Two Yard Containers														
One Pick-up Only	\$109.62	\$3.85	\$113.47	\$16.06	\$0.33	\$16.39	\$129.86	\$1.75	\$0.25	\$131.67	\$19.79	\$6.69	\$26.39	3.32%
Each Additional Pick-up Freq (Max 3 X)	\$67.26	\$2.01	\$69.27	\$16.06	\$0.33	\$16.39	\$75.66	\$1.02	\$0.20	\$76.89	\$11.64	\$3.84	\$15.39	3.19%
Non-Scheduled Pick-up	\$52.15	\$1.83	\$53.99	\$3.71	\$3.08	\$3.79	\$57.78	\$0.78	\$0.16	\$58.71	\$8.80	\$2.94	\$11.74	3.41%
Three Yard Containers														
First Pick-up	\$137.13	\$4.82	\$141.96	\$24.06	\$0.49	\$24.55	\$166.50	\$2.25	\$0.45	\$169.20	\$25.38	\$8.48	\$33.84	3.23%
Each Additional Pick-up Freq.	\$74.69	\$2.69	\$77.70	\$24.06	\$0.49	\$24.55	\$101.25	\$1.37	\$0.27	\$102.49	\$15.44	\$5.14	\$20.59	3.13%
Non-Scheduled Pick-up	\$64.11	\$2.25	\$66.36	\$5.55	\$0.11	\$5.66	\$72.02	\$0.97	\$0.19	\$73.19	\$10.98	\$3.66	\$14.64	3.33%
Three Yard Manure Containers														
First Pick-up	\$127.13	\$4.82	\$141.96	\$26.24	\$0.74	\$26.98	\$178.93	\$2.42	\$0.48	\$181.83	\$27.28	\$9.09	\$36.37	3.20%
Each Additional Pick-up Freq.	\$74.69	\$2.69	\$77.70	\$26.24	\$0.74	\$26.98	\$113.68	\$1.53	\$0.31	\$115.62	\$17.32	\$5.78	\$23.10	3.02%
Non-Scheduled Pick-up	\$64.10	\$2.25	\$66.36	\$5.66	\$0.11	\$5.66	\$72.01	\$0.97	\$0.19	\$73.16	\$10.98	\$3.66	\$14.64	3.33%
Three Yard Compactors														
First Pick-up	\$160.19	\$5.94	\$175.13	\$39.41	\$1.21	\$60.82	\$235.75	\$3.18	\$0.64	\$239.67	\$35.93	\$11.96	\$47.91	3.13%
Each Additional Pick-up Freq.	\$100.35	\$3.73	\$110.18	\$39.41	\$1.21	\$60.82	\$170.72	\$2.30	\$0.46	\$173.48	\$26.03	\$8.67	\$34.70	2.98%
Non-Scheduled Pick-up	\$89.87	\$3.42	\$100.84	\$13.71	\$0.28	\$13.99	\$114.83	\$1.55	\$0.31	\$116.69	\$17.51	\$6.82	\$23.34	2.33%
Four Yard Containers														
First Pick-up	\$150.85	\$5.30	\$156.15	\$32.47	\$0.66	\$33.13	\$189.28	\$2.56	\$0.51	\$192.34	\$28.85	\$9.62	\$38.47	3.25%
Each Additional Pick-up Freq.	\$81.51	\$2.86	\$84.37	\$32.47	\$0.66	\$33.13	\$117.50	\$1.59	\$0.32	\$119.49	\$17.91	\$5.97	\$23.88	3.05%
Non-Scheduled Pick-up	\$70.81	\$2.48	\$72.99	\$7.49	\$0.15	\$7.64	\$80.63	\$1.09	\$0.22	\$81.94	\$12.29	\$4.10	\$16.39	3.37%
Six Yard Containers														
First Pick-up	\$197.70	\$5.54	\$203.24	\$48.14	\$0.98	\$49.12	\$212.36	\$2.87	\$0.57	\$215.89	\$32.37	\$10.79	\$43.16	3.16%
Each Additional Pick-up Freq.	\$85.21	\$2.86	\$88.20	\$48.14	\$0.98	\$49.12	\$137.32	\$1.85	\$0.37	\$139.55	\$20.93	\$6.98	\$27.91	2.98%
Non-Scheduled Pick-up	\$73.74	\$2.59	\$76.32	\$11.11	\$0.23	\$11.34	\$87.66	\$1.16	\$0.24	\$89.09	\$13.37	\$4.45	\$17.82	3.32%

CITY OF PLACENTIA EXHIBIT "A" BACK-UP

	(A) Service Fee	(B) CPI Adj.	=	(C) Adjusted Service Fee [(A)+(B)]	(D) Orange Co. Landfill	+	(E) Landfill Adjustment	=	(F) Adjusted Landfill Cost [(D)+(E)]	(G) Total Rate [(C)+(F)]	(H) Organic Pl 1.25%	(I) Franchise Fees	(J) Total Rate Including Organics	(K) Franchise [15% of (J)]	(L) Administrative [5% of (G)]	=	(M) Fees Paid to Placentia	Net Percent Rate Change
Commercial																		
Three Yard Construction Bin																		
First Pick-up	\$176.70	\$6.26	=	\$182.96	\$86.40	+	\$0.59	=	\$86.99	\$269.95	\$2.83	\$0.57	\$213.33	\$32.00	\$10.67	=	\$42.67	3.23%
Each Additional Pick-up Freq.	\$87.25	\$3.06	=	\$90.31	\$88.80	+	\$0.49	=	\$89.29	\$114.85	\$1.55	\$0.31	\$116.72	\$17.50	\$5.84	=	\$23.34	3.19%
Non-Scheduled Pick-up	\$64.11	\$2.25	=	\$66.36	\$5.92	+	\$0.11	=	\$6.03	\$72.02	\$0.97	\$0.19	\$73.19	\$10.98	\$3.66	=	\$14.64	3.26%
Temp Three Yard Container - Non Profit																		
3 Days + Dump	\$79.00	\$2.80	=	\$81.80	\$8.88	+	\$0.11	=	\$8.99	\$88.28	\$1.19	\$0.24	\$89.71	\$13.45	\$4.49	=	\$17.94	3.42%
Each Additional Day	\$46.25	\$0.24	=	\$46.49	\$44.00	+	\$0.00	=	\$44.00	\$54.99	N/A	N/A	N/A	\$1.05	\$0.35	=	\$1.40	3.51%
Commercial Recycle Containers																		
Three Yard "Recycle" Containers																		
First Pick-up	\$127.15	\$4.82	=	\$131.97	n/a	+		=		\$141.95	\$1.92	\$0.38	\$144.25	\$21.64	\$7.21	=	\$28.85	N/A
Each Additional Pick-up Freq.	\$74.00	\$2.60	=	\$76.60	n/a	+		=		\$76.70	\$1.04	\$0.21	\$77.94	\$11.69	\$3.90	=	\$15.59	N/A
Non-Scheduled Pick-up	\$64.11	\$2.25	=	\$66.36	n/a	+		=		\$66.36	\$0.90	\$0.18	\$67.44	\$10.12	\$3.37	=	\$13.49	N/A
Contaminated Bin (Trash)	\$127.15	\$4.82	=	\$131.97	n/a	+		=		\$141.95	\$1.92	\$0.38	\$144.25	\$21.64	\$7.21	=	\$28.85	N/A
Commercial Special Services																		
Pull Out Service																		
First Pick-up	\$57.58	\$1.96	=	\$59.54	n/a	+		=		\$57.58	N/A	N/A	N/A	\$8.66	\$2.88	=	\$11.54	3.51%
Each Additional Pick up Freq	\$57.58	\$1.96	=	\$59.54	n/a	+		=		\$57.58	N/A	N/A	N/A	\$8.66	\$2.88	=	\$11.54	3.51%
Non-Scheduled Pick up	\$57.58	\$1.96	=	\$59.54	n/a	+		=		\$57.58	N/A	N/A	N/A	\$8.66	\$2.88	=	\$11.54	3.51%
Surcharge - Sunday Service	\$13.24	\$0.45	=	\$13.24	n/a	+		=		\$13.24	N/A	N/A	N/A	\$1.99	\$0.66	=	\$2.65	3.51%
Bin Exchange after One-Time p/Year	\$83.97	\$2.85	=	\$83.97	n/a	+		=		\$83.97	N/A	N/A	N/A	\$12.59	\$4.20	=	\$16.79	3.51%
Redelivery of Bin(s) - Non Payment	\$85.14	\$2.89	=	\$85.14	n/a	+		=		\$85.14	N/A	N/A	N/A	\$12.77	\$4.26	=	\$17.03	3.51%
Locking Latch Bins																		
Set-Up Cost	\$101.04	\$3.43	=	\$101.04	n/a	+		=		\$101.04	N/A	N/A	N/A	\$15.16	\$5.05	=	\$20.21	3.51%
Monthly Maintenance Fee Pimp Freq.	\$2.24	\$0.68	=	\$2.24	n/a	+		=		\$2.24	N/A	N/A	N/A	\$0.34	\$0.11	=	\$0.45	3.51%
Special Access / Code or Key Fee	\$11.20	\$0.39	=	\$11.20	n/a	+		=		\$11.20	N/A	N/A	N/A	\$1.68	\$0.56	=	\$2.24	3.51%
Combustible Steam Cleaning after 1x/Year	\$107.85	\$3.66	=	\$107.85	n/a	+		=		\$107.85	N/A	N/A	N/A	\$16.18	\$5.39	=	\$21.57	3.51%
Clean-Up/Disposal "Over the Top"	\$39.20	\$1.33	=	\$39.20	n/a	+		=		\$39.20	N/A	N/A	N/A	\$5.88	\$1.96	=	\$7.84	3.51%
Commercial Bulky-Item Pick-ups																		
Basic Charge - Two Items	\$47.68	\$1.62	=	\$47.68	n/a	+		=		\$47.68	N/A	N/A	N/A	\$7.16	\$2.38	=	\$9.54	3.51%
Charge for each item over Two	\$6.81	\$0.23	=	\$6.81	n/a	+		=		\$6.81	N/A	N/A	N/A	\$1.02	\$0.34	=	\$1.36	3.51%
Additional Fee Gas Recovery	\$47.68	\$1.62	=	\$47.68	n/a	+		=		\$47.68	N/A	N/A	N/A	\$7.16	\$2.38	=	\$9.54	3.51%
Yr. Hopper Monthly Rentals																		
Three Yard Bin Monthly Rental	\$55.98	\$1.99	=	\$55.98	n/a	+		=		\$55.98	N/A	N/A	N/A	\$8.40	\$2.80	=	\$11.20	3.51%

CITY OF PLACENTIA EXHIBIT "A" BACK-UP

	(A) Service Fee	(B) CPI Adj.	(C) Adjusted Service Fee [(A)+(B)]	(D) Orange Co. Landfill	(E) Landfill Adjustment	(F) Adjusted Landfill Cost [(D)-(E)]	(G) Total Rate [(C)+(F)]	(H) Organic PI 1.25%	(I) Fran Fees	(J) Total Rate Including Organics	(K) Franchise [15% of (J)]	(L) Administrative [5% of (J)]	(M) Fees Paid to Placentia	Net Percent Rate Change
Industrial Roll-Off Services														
Permanent Services														
15-Yard Demo Container	\$384.54	\$12.72	\$375.06	\$201.00	\$4.08	\$205.08	\$580.14	\$7.83	\$1.57	\$689.54	\$88.42	\$29.48	\$117.51	2.98%
15-Yard Demo Container - Clean Inerts	\$328.83	\$11.59	\$341.51	n/a		\$341.51	\$461	\$9.92	\$347.04	\$52.06	\$17.35	\$69.41	N/A	
30-Yard Drop Off Container	\$342.57	\$12.03	\$354.60	\$167.50	\$3.40	\$170.90	\$525.50	\$7.09	\$1.42	\$534.01	\$80.10	\$26.70	\$106.80	3.02%
30-Yard Container - Green Waste	\$475.46	\$16.70	\$492.16	n/a		\$492.16	\$6.64	\$1.33	\$500.13	\$75.02	\$25.01	\$100.03	N/A	
40-Yard Compactor	\$458.57	\$15.11	\$448.48	\$229.38	\$4.76	\$239.26	\$684.74	\$3.24	\$1.85	\$895.84	\$134.38	\$34.79	\$138.17	2.99%
Temporary Services														
15-Yard Demo Container	\$372.89	\$12.99	\$363.05	\$201.00	\$4.08	\$205.08	\$568.13	\$7.94	\$1.59	\$587.66	\$88.14	\$29.38	\$118.52	2.95%
15-Yard Demo Container - Clean Inerts	\$348.70	\$11.95	\$352.70	n/a		\$352.70	\$4.76	\$9.95	\$358.42	\$53.76	\$17.92	\$71.68	N/A	
30-Yard Drop Off Container	\$312.89	\$12.64	\$327.53	\$167.50	\$3.40	\$170.90	\$543.43	\$7.34	\$1.47	\$552.23	\$82.84	\$27.61	\$110.45	3.04%
30-Yard Container - Green Waste	\$388.26	\$17.08	\$503.26	n/a		\$503.26	\$5.80	\$1.36	\$511.51	\$75.72	\$25.58	\$102.30	N/A	
Overweight Surcharge p/ton (Actual weight over 3 ton/cfg)	\$17.87	\$0.82	\$18.22	\$33.50	\$0.68	\$34.18	\$52.40	\$0.71	\$0.14	\$53.25	\$7.99	\$2.85	\$10.88	2.54%
Trash Leads	\$52.50	\$1.14	\$33.60	n/a		\$33.60	\$0.45	\$0.09	\$34.14	\$5.12	\$1.71	\$5.80	N/A	
Clean Inerts	\$42.85	\$1.49	\$43.88	n/a		\$43.88	\$0.59	\$0.12	\$44.69	\$6.71	\$2.23	\$5.94	N/A	
Industrial Special Services														
Saturday Service - Per Pull	\$14.22	\$1.21	\$35.54	n/a		\$35.54	N/A	N/A	N/A	\$5.33	\$1.78	\$7.11	3.51%	
Mandatory Signature Required - Per Pull	\$5.81	\$0.19	\$5.60	n/a		\$5.60	N/A	N/A	N/A	\$0.84	\$0.28	\$1.12	3.51%	
Additional Days Temp R/O Per Day	\$13.64	\$0.46	\$13.60	n/a		\$13.60	N/A	N/A	N/A	\$2.04	\$0.68	\$2.72	3.51%	
Stand-By Hourly Rate	\$82.80	\$2.09	\$85.14	n/a		\$85.14	N/A	N/A	N/A	\$12.77	\$4.26	\$17.03	3.51%	
Relocation/Temp Change/Dead Run	\$55.98	\$1.90	\$55.98	n/a		\$55.98	N/A	N/A	N/A	\$8.40	\$2.60	\$11.20	3.51%	
Prokes "Turn-A-Round" Surcharge Per Pull	\$10.22	\$0.38	\$11.20	n/a		\$11.20	N/A	N/A	N/A	\$1.68	\$0.56	\$2.24	3.51%	
Heavy-Duty Truck Service - Per Pull	\$391.89	\$13.29	\$391.89	n/a		\$391.89	N/A	N/A	N/A	\$58.79	\$19.59	\$78.38	3.51%	
R/O Container Steam Cleaning after 1x/Year	\$111.97	\$3.20	\$111.97	n/a		\$111.97	N/A	N/A	N/A	\$16.79	\$5.60	\$22.39	3.51%	
Storage Container Rental / Delivery	\$88.45	\$3.02	\$88.45	n/a		\$88.45	N/A	N/A	N/A	\$13.27	\$4.42	\$17.69	3.51%	
Storage Container Return \$10.00 - Per Month	\$1.23	\$0.04	\$1.23	n/a		\$1.23	N/A	N/A	N/A	\$0.18	\$0.06	\$0.25	3.51%	

CPI-All Urban Consumers (Current Series)
Original Data Value

Series Id: CUURS49ASA0
 Not Seasonally Adjusted
 Series Title: All items in Los Angeles-Long Beach-Anaheim,
 Area: Los Angeles-Long Beach-Anaheim, CA
 Item: All items
 Base Period: 1982-84=100
 Years: 2008 to 2018

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2008	220.918	221.431	223.606	224.625	226.651	229.033	229.886	228.484	227.449	226.159	222.229	219.620	225.008	224.377	225.638
2009	220.719	221.439	221.376	221.693	222.522	223.906	224.010	224.507	225.226	225.264	224.317	223.643	223.219	221.943	224.495
2010	224.610	224.620	225.483	225.916	226.438	225.877	225.991	226.373	226.048	226.794	225.941	226.639	225.894	225.491	226.298
2011	228.652	229.729	232.241	233.319	233.367	232.328	231.303	231.833	233.022	233.049	232.731	231.567	231.928	231.606	232.251
2012	233.441	234.537	236.941	236.866	237.032	236.025	235.776	237.222	238.104	240.111	237.675	236.042	236.648	235.807	237.488
2013	238.015	239.753	239.995	239.043	239.346	239.223	238.920	239.219	239.611	239.940	238.677	238.742	239.207	239.229	239.185
2014	239.857	241.059	242.491	242.437	243.362	243.528	243.727	243.556	243.623	243.341	241.753	240.475	242.434	242.122	242.746
2015	239.724	241.297	243.738	243.569	246.093	245.459	247.066	246.328	245.431	245.812	245.711	245.357	244.632	243.313	245.951
2016	247.155	247.113	247.873	248.368	249.554	249.789	249.784	249.700	250.145	251.098	250.185	250.189	249.246	248.309	250.184
2017	252.373	253.815	254.525	254.971	255.674	255.275	256.023	256.739	257.890	258.883	259.135	259.220	256.210	254.439	257.982
2018	261.235	263.012													

**AMENDMENT NO. 8 TO
AMENDED, REVISED AND RESTATED
AGREEMENT FOR SOLID WASTE HANDLING SERVICES BETWEEN
THE CITY OF PLACENTIA AND
REPUBLIC WASTE SERVICES OF SOUTHERN CALIFORNIA, LLC**

This Amendment No. 8 (the "Amendment") is made and entered into effective the 1st day of July 2018, by and between the City of Placentia, a Charter City and Municipal Corporation ("City"), and Republic Waste Services of Southern California, LLC, a wholly owned subsidiary of Republic Services, Inc. a Delaware Limited Liability Company, dba Placentia Disposal for Solid Waste Handling Services (hereinafter "Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and or collectively referred to as the "Parties."

A. Recitals.

(i) Effective July 20, 2010, City and Contractor entered into the "Amended, Revised and Restated Agreement";

(ii) The Agreement has been revised seven times previously, the most recent revision being the Amendment No. 7, which became effective July 1, 2017;

(iii) The California state legislature established requirements for jurisdictions to implement mandatory commercial organics recycling programs through AB 1826 (Chesbro, Chapter 727, Statutes of 2014);

(iv.) AB 1826 set a goal to reduce organics disposal by 50 percent by 2020;

(v) AB 1826 requires cities to implement commercial organics recycling programs designed to divert waste generated by regulated businesses. Jurisdictions' programs must, among other requirements, include "education of, outreach to, and monitoring of, businesses," within their jurisdiction;

(vi) Subsequent to the start of the Agreement, AB 1826 became effective requiring the City and Contractor to revise and add programs to meet additional solids waste compliance requirement of each bill;

(vii) The Agreement does not currently expressly require Contractor to collect organic waste or to provide outreach educational services, but Contractor has expressed its willingness to do so;

(viii) The City and Contractor desire to amend the Franchise Agreement to require Republic Services to provide organic waste hauling services and to provide related educational services; and

(ix) The City and Contractor desire that the Contractor provide services to cause

compliance with AB 1826.

(x) The Parties now seek to amend the Agreement to provide for increased costs and expenses to be incurred in connection with solid waste handling services for City's residents and commercial, industrial and municipal entities and agencies within the City

(xi) All legal prerequisites to the making of this Amendment have occurred.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows: the Agreement is amended as follows:

B. Amendment to Agreement.

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

2. The following subsections are added to Section 2 of the Agreement, (entitled "Definitions"),:

2.1.1 *AB 1826* means the Organic Waste and Recycling Act of 2014 (Chapter 727, Statutes of 2014 modifying Division 30 of the California Public Resources Code), also commonly referred to as "AB 1826," as amended, supplemented, superseded, and replaced from time to time.

2.19.1. *Food Waste* means all kitchen and table food scraps; animal or vegetable waste that is generated during or results from the storage, preparation, cooking or handling of food stuffs; discarded paper that is contaminated with Food Waste; fruit waste, grain waste, dairy waste, meat, and fish waste, which has been source separated from other Solid Waste. Food Waste is a subset of Organic Waste.

2.25.1. *Green Waste* means leaves, grass clippings, brush, branches, and other forms of organic materials generated from landscapes or gardens, which have been source separated from other Solid Waste. Green Waste is a subset of Organic Waste.

2.26.1 *Organic Waste* has the same meaning as set forth in Public Resources Code section 42649.8 as it may be amended from time to time. On the effective date of this Amendment, Public Resources Code 42649.8(c) provides, "'Organic waste' means food waste, green waste, landscape and pruning waste, nonhazardous wood waste, and food-soiled paper waste that is mixed in with food waste."

2.26.2. *Organic Waste Processing Facility* means a permitted facility where Organic Waste is sorted, mulched or separated for the purposes of recycling, reuse or composting."

3. Existing section 2.25 (defining Multi-Family Dwelling) is revised to add the following sentence after the final sentence in section 25.5:

"Notwithstanding the foregoing, the term Multi-Family Dwelling always includes a residential dwelling that consists of five or more units."

4. Section 8.3.5 is added to the Agreement to provide as follows:

“8.3.5 Organic Waste Recycling Program for Commercial Premises and Multi-Family Dwelling Refuse Customers

- (A) Contractor shall be responsible for ensuring that the “City Approved” Organic Waste Commercial Recycling program will meet the requirements of AB 1826. If AB 1826 is subsequently amended and if such amendment modifies organics program requirements not anticipated by this Agreement, then City and Contractor shall meet and confer regarding such modifications as provided in Section 8.3.4 of the Agreement
- (B) Contractor shall cause all Organic Waste deposited into any Customer Container to be processed using methods approved by the California Department of Resources, Recycling and Recovery (CalRecycle) for diversion credit.
- (C) Contractor shall offer Organic Waste Recycling services to all Commercial Premises and Multi-Family Dwellings and City Facilities.
- (D) Contractor shall offer Organic Waste Recycling services based on the Container size and service frequency as contained in the Rate Schedule in Exhibit 1. The services offered shall allow Customers choose from either a two-cubic yard bin or a 64-gallon cart, and shall allow Customers to choose whether the container(s) should be collected one, two, or three times per week. If CalRecycle determines that mandatory commercial organics service shall be provided to customers on or after January 1, 2020 that subscribe to two-cubic yards or more of solid waste service per week, then Contractor will also offer a 35-gallon cart at the rate identified in Exhibit 1 for customers who generate a small amount of organic waste.
- (E) The method(s) for contacting customers as described in this Amendment, unless otherwise specified, shall be accomplished through means which may include direct mail, email, telephone calls, site visits and/or other methods in Contractor’s discretion, provided that such methods meet the regulatory requirements of CalRecycle.
- (F) If Contractor encounters a contaminated Organic Waste Container, Contractor shall document the contaminated container using a driver on-board system, forward the message to their dispatch personnel and retain photos of the incident. Contractor shall advise the Customer that the Contractor will return the following business day to provide Refuse Collection service for the contaminated Container. Contractor shall contact and provide education materials to the Customer on appropriate items to be placed in the Organic Waste Container. For each instance of a contaminated Organic Waste Container, Customer shall be charged the fee authorized in Exhibit 1.
- (G) Contractor shall identify and targeted outreach to Commercial Premises that create

large amounts of Organic Waste, such as hotels, business parks, and Multi-family Dwelling Customers with significant landscaping waste disposed of in trash container(s). Contractor shall also target Commercial Premises Customers that have food service operations such as restaurants, grocery stores, hospitals, corporate cafes, bakeries, etc.

- (H) If necessary, or if requested by CalRecycle, Contractor shall conduct visual waste audits of Commercial Premises and Multi-Family Dwellings to evaluate the Organic Waste service requirements and service level needs. Contractor shall provide access to training materials to train employees such as servers, food preparers, hospitality and maintenance staff, taking into consideration employee turnover, and shift changes.

- (I) If necessary or if requested by CalRecycle, on an annual basis, Contractor shall conduct Customer surveys and onsite waste assessments of Commercial Premises and Multi-Family Dwelling Customers subject to the requirements of AB 1826 that (i) do not receive Contractor provided Organic Waste Recycling, (ii) utilize an in-house program, (iii) donate edible foods to a charitable organization or (iv) Recycle using a third party vendor. Contractor shall provide copies of waste assessments performed each quarter until January 2020 or later if requested by CalRecycle or City and submit copies of all waste assessments as part of the annual report to the City in accordance with Section 4 of this Amendment. If the event a Customer that meets the requirements in AB 1826 refuses Contractor provided Organic Waste Recycling and does not report to the Contractor that they achieve Organic Waste Recycling via in-house program, food donations, or through a third party Recycling program that meets the requirement under Applicable Laws, Contractor shall provide to the City information including Customer's name, address and contact information on a City approved template for inclusion with State reporting.

- (J) Contractor, with City support, shall contact and provide in outreach to participating Commercial Premises and Multi-Family Dwelling Customers as follows:
 - i. Initial direct mailing outreach to be performed by Contractor to all Commercial and Multifamily Customers**
 - a. Upon approval of an Organic Waste Collection program by the City, the Contractor will prepare a multi-lingual letter regarding the requirements of AB 1826 for City approval. Upon receipt of City approval, the letter is to be printed using the City's electronic letterhead and mailed or delivered by Contractor to all Commercial and Multi-Family Customers, informing Customers of the Contractor-provided Organic Waste Recycling Program and the requirements for compliance with AB 1826. The letter shall note that participation is mandatory under State law for customers that meet the participation thresholds under AB 1826.
 - ii. Initial Direct Mailing Out of Compliance Outreach to be performed**
Contractor will prepare a letter for City approval and send to all non-compliant customers detailing their non-compliance and annual

reporting requirements to CalRecycle. multi-lingual letter regarding the requirements of AB 1826 for City review. The letter is to be printed using the City's electronic letterhead. Contractor will contact all non-compliant customers identified using the Contractor's database. Contractor will provide the City a list of all non-compliant customers including but not limited to contact person, service and billing addresses, phone number, email, account notes and any information relating to the previous refusal of organics program services to report to CalRecycle.

iii. Annual Outreach to be performed by Contractor

- a. The Contractor, under the guidance of the City, shall contact all customers at under the requirements of AB 1826 (using the methods described in Section 8.3.5, part E), but do not have a CalRecycle approved program in place, and are not in compliance with the requirements set forth in AB 1826.

iv. Ongoing Outreach to be performed by Contractor

- a. Provide ongoing Organic Waste Recycling information to all existing and new Commercial Premises and Multi-family Dwelling Customers including step by step process; guidelines for new employee training; do's and don'ts of separation; signage examples; source reduction suggestions; links to online City programs/resources; Good Samaritan Law definition; information on environmentally preferable purchasing policies; and resource list of sustainability programs and toolkits from trade organizations like the National Restaurant Association and US Composting Council Curb to Compost Toolkit and/or government agencies like the EPA toolkit for Reducing Food Waste and Packaging and FTC Guidelines on compostable and degradable claims.
- b. If necessary or if requested by customers, conduct, comprehensive, in-house, multi-lingual trainings with kitchen and janitorial staff at no additional charge.
- c. Follow-up and monitor to ensure successful participation, which shall include visual audits and additional training when necessary.
- d. Create solutions for the identified challenges and waste stream specifics and provide customers with samples of container options and signage to identify containers.
- e. Connect Customers with food donation programs where applicable (Senate Bill 1383 requires recovery of twenty (20) percent of edible food for human consumption that is currently landfilled by 2025).
- f. Contractor shall produce, keep current, and provide information to the public on AB 1826 and identification of Commercial Premises and Multi-Family Dwelling Customers affected by the

legislation.

- g. The information for the Contractor provided Organic Waste Recycling program shall be promoted through Contractor's website, mailers, and brochures, billing inserts, email content, social media, and online announcements.

5. Section 23.21 is added to the Agreement to provide as follows:

"23.2.1. Quarterly Organics Reports. Contractor shall provide to the City on a quarterly basis (until January 2020), and annually thereafter, in a format approved by the City:

(A) The total number of Commercial Premises and Multi-Family Dwelling Customers serviced by the Contractor that meet the thresholds of AB 1826.

(B) The number of these Customers that:

- (1) Subscribe to the Contractor provided Organic Waste Recycling program;
- (2) Recycle Organic Waste via an in-house program;
- (3) Donate edible food to charitable organizations;
- (4) Use a third-party vendor for Organic Waste Recycling; and,
- (5) Are without a known Organic Waste Recycling program.

(C) A list of all contact, surveys and onsite waste assessments performed for customers that are required under State law, but which customers refuse organics service or refuse onsite waste assessments.

(D) Contact information for Commercial Premises and Multi-Family Dwellings Customers (as available in the Contractor's database) that do not currently have an Organic Waste Recycling program.

(E) All the reports provided to City shall, upon request of the City or CalRecycle, include supporting documentation for the information provided in the report."

6. Section 24 of the Agreement is hereby amended to add the following provisions:

"24.7 Organic Waste Recycling Compensation Adjustment

(A) To fund the Organic Waste Recycling program, Contractor shall receive a rate adjustment to existing Commercial and Industrial Solid Waste rates of 2.7% to be phased-in with two equal increments of 1.35% each as follows: beginning July 1, 2018, the Contractor is entitled to a one-time rate increase of 1.35% for Commercial and Industrial rates in addition to the annual rate adjustment per Section 24 of the Agreement. Contractor shall also receive an adjustment of 1.35% to Commercial and Industrial rates on January 1, 2019 in addition to the annual rate adjustment per Section 24 of the Agreement. The sector-wide increase will also be adjusted to include application of the City's Franchise Fee and administrative fee. Contractor shall offer Organic Waste Recycling in accordance with the rates set forth in the "Approved Contractor Rate

Schedule” or as may be adjusted under the terms of this Agreement.

The parties acknowledge that effective July 1, 2019 and annually thereafter, Commercial and Industrial rates will be adjusted for changes in the Organics Waste disposal/processing fee per ton based on the formula in Exhibit 2 - Organic Waste Processing Component Adjustment, except that such formula will not be applied in any year that the Rate Adjustment Rebalancing Formula is applied in accordance with subsection (C) and (D) of Section 24.7 of this Agreement.

- (B) Effective July 1, 2022, the Organic Waste Collection rate increases previously granted will be adjusted based on the Rate Adjustment Rebalancing Formula in Exhibit 3 to reflect the actual level of participation in the program. Contractor will provide for City review all data and documentation requested by the City supporting the number of units (tons, hours, container count) and related calculations in Exhibit 3. Such data shall include any allocation methods used to allocate tons or hours to the City from shared organics collection routes in other cities.

If the actual number of tons for the Organic Waste collected under this program in calendar year 2019 exceeds the tonnage threshold of 711 tons, then the rebalancing calculation shall be performed effective July 1, 2020 upon Contractor’s written request, if received by the City prior to February 1, 2020, and will be performed again effective July 1, 2021 and July 1, 2022. The rebalancing procedure will not be performed again after July 1, 2022.

- (C) The processing cost per ton to be used in Exhibit 2 and Exhibit 3 is based on the tipping fee at the third party’s CORE Organic Waste Processing Facility in the City of Orange. If Contractor develops its own Organic Waste Processing Facility and proposes to use it for processing Organic Waste generated in the City, and provided that Contractor’s facility is competitive with market rates, City and Contractor shall meet and attempt to negotiate in good faith an adjustment to the processing cost per ton that reflects the proposed facility’s costs, and a method of adjusting the processing cost per ton.”

8. The “Approved Contractor Rate Schedule” in Exhibit A of the Agreement is hereby amended to include the refuse/organics collection rates shown in Exhibit 1.

9. Exhibit “A” of the Agreement hereby is amended to reflect the rates and charges permitted to be charged by Contractor during the 2018-19 Fiscal Year as set forth in Exhibit “A” hereto captioned “City of Placentia Rate Summary – Effective July 1, 2018.”

10. Exhibit 2 Organics Waste Processing Component Adjustment is added.

11. Exhibit 3 Rebalancing Mechanism is added.

12. Exhibit 4 Documentation of the Rebalancing Adjustment Factor is added.

13. Except as specifically modified herein, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

14. The Agreement, all amendments together with this Amendment No.8 and all Exhibits attached thereto, constitutes the entire Agreement between the Parties and supersedes all prior negotiations, arrangements, representations, and understandings, if any, made by or between the Parties with respect to the subject matter hereof. No amendment or other modification of the Agreement, as modified by this Amendment No. 8 shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

15. Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Amendment No. 8 and that such execution is binding upon the entity for which he or she is executing this document.

IN WITNESS WHEREOF, the Parties have caused Amendment No. 8 to the Agreement are to be executed as of the day and year first above written.

CONTRACTOR

CITY OF PLACENTIA

By: _____
Dan Capener, General Manager

By: _____
Chad P. Wanke, Mayor

ATTEST:

By: _____
Patrick J. Melia, City Clerk

APPROVED AS TO FORM:

By: _____
Christian L. Bettenhausen, City Attorney

CITY OF PLACENTIA EXHIBIT "A" RATE SUMMARY - EFFECTIVE JULY 1, 2018

	Service Fee	Landfill	Organics	Adjusted Rate	Current Rate	Change	% Change
Residential							
Single Family	\$21.58	\$3.20		\$24.78	\$23.99	\$0.79	3.30%
Additional Containers							
Black "Trash" Container	\$5.68	\$3.20		\$8.88	\$8.62	\$0.25	2.93%
Brown "Yard Waste" Container	\$4.93	n/a		\$4.93	\$4.76	\$0.17	3.51%
Green "Recycling" Container	\$0.00	n/a		\$0.00	\$0.00	\$0.00	0.00%
Pull Out Service							
Pull Out Service	\$11.60	n/a		\$11.60	\$11.20	\$0.39	3.51%
Extra Dump - All Three Containers	\$24.63	n/a		\$24.63	\$23.80	\$0.84	3.51%
Exchange of All Three Containers	\$38.10	n/a		\$38.10	\$36.80	\$1.29	3.51%
Container Replacement - Misuse	\$67.39	n/a		\$67.39	\$65.11	\$2.29	3.51%
Bulky Item Collection							
Additional Pick-ups over 3x p/Year	\$47.67	n/a		\$47.67	\$46.05	\$1.62	3.51%
Charge for Each Item over 10	\$6.81	n/a		\$6.81	\$6.58	\$0.23	3.51%
Additional Gas Recovery Fee	\$47.67	n/a		\$47.67	\$46.05	\$1.62	3.51%
Temp Three Yard Container							
3 Days + Dump	\$88.13	\$5.66		\$93.79	\$90.69	\$3.10	3.42%
Each Additional Day Rental	\$7.20	n/a		\$7.20	\$6.96	\$0.24	3.51%
Commercial							
Commercial Barrel (Each)							
1 x p/wk (Max of Four)				\$45.00	\$24.12	\$20.88	86.56%
Two Yard Containers							
One Pick-up Only	\$113.47	\$16.39	\$2.10	\$131.97	\$125.68	\$6.28	5.00%
Non-Scheduled Pick-up	\$53.99	\$3.79	\$0.94	\$58.71	\$55.86	\$2.85	5.10%
Three Yard Containers							
First Pick-up	\$141.95	\$24.55	\$2.70	\$169.20	\$161.19	\$8.00	4.96%
Each Additional Pick-up Freq.	\$76.70	\$24.55	\$1.64	\$102.89	\$98.15	\$4.73	4.82%
Non-Scheduled Pick-up	\$66.36	\$5.66	\$1.17	\$73.19	\$69.67	\$3.53	5.06%
Three Yard Manure Containers							
First Pick-up	\$141.95	\$36.98	\$2.90	\$181.83	\$173.37	\$8.45	4.88%
Each Additional Pick-up Freq.	\$76.70	\$36.98	\$1.84	\$115.52	\$110.33	\$5.18	4.70%
Non-Scheduled Pick-up	\$66.35	\$5.66	\$1.17	\$73.18	\$69.65	\$3.53	5.06%
Three Yard Compactors							
First Pick-up	\$175.13	\$60.62	\$3.82	\$239.57	\$228.60	\$10.97	4.80%
Each Additional Pick-up Freq.	\$110.10	\$80.62	\$2.77	\$173.48	\$165.77	\$7.71	4.65%
Non-Scheduled Pick-up	\$100.84	\$13.99	\$1.86	\$116.69	\$111.13	\$5.56	5.00%
Four Yard Containers							
First Pick-up	\$156.15	\$33.13	\$3.07	\$192.34	\$183.32	\$9.02	4.92%
Each Additional Pick-up Freq.	\$84.37	\$33.13	\$1.90	\$119.40	\$113.98	\$5.42	4.76%
Non-Scheduled Pick-up	\$72.99	\$7.64	\$1.31	\$81.94	\$78.01	\$3.93	5.04%
Six Yard Containers							
First Pick-up	\$163.24	\$49.12	\$3.44	\$215.80	\$205.84	\$9.96	4.84%
Each Additional Pick-up Freq.	\$88.20	\$49.12	\$2.22	\$139.55	\$133.35	\$6.20	4.65%
Non-Scheduled Pick-up	\$76.32	\$11.34	\$1.42	\$89.09	\$84.84	\$4.24	5.00%
Three Yard Construction Bins							
First Pick-up	\$184.98	\$24.95	\$3.40	\$213.33	\$203.15	\$10.18	5.01%
Each Additional Pick-up Freq.	\$90.31	\$24.55	\$1.86	\$116.72	\$111.30	\$5.41	4.86%
Non-Scheduled Pick-up	\$66.36	\$5.66	\$1.17	\$73.19	\$69.67	\$3.53	5.06%

CITY OF PLACENTIA EXHIBIT "A" RATE SUMMARY - EFFECTIVE JULY 1, 2018

	Service Fee	Landfill	Organics	Total Rate	Current Rate	Change	% Change
<u>Commercial Continued</u>							
Three Yard "Recycle" Bins							
First Pick-up	\$141.95	n/a	\$2.30	\$144.25	\$137.13	\$7.11	5.19%
Each Additional Pick-up Freq.	\$76.70	n/a	\$1.24	\$77.94	\$74.09	\$3.84	5.19%
Non-Scheduled Pick-up	\$66.36	n/a	\$1.08	\$67.44	\$64.11	\$3.33	5.19%
Contaminated Bin (Trash)	\$141.95	n/a	\$2.30	\$144.25	\$137.13	\$7.11	5.19%
Pull Out Service							
First Pick-up	\$57.68	n/a		\$57.68	\$55.72	\$1.96	3.51%
Each Additional Pick up Freq	\$57.68	n/a		\$57.68	\$55.72	\$1.96	3.51%
Non-Scheduled Pick up	\$57.68	n/a		\$57.68	\$55.72	\$1.96	3.51%
Surcharge - Sunday Service	\$13.24	n/a		\$13.24	\$12.79	\$0.45	3.51%
Bin Exchange after One-Time p/Year	\$83.97	n/a		\$83.97	\$81.13	\$2.85	3.51%
Redelivery of Bin(s) - Non-Payment	\$85.14	n/a		\$85.14	\$82.25	\$2.89	3.51%
Locking Latch Bins							
Set-up One Time Cost	\$101.04	n/a		\$101.04	\$97.61	\$3.43	3.51%
Monthly Maintenance Fee p/Tip Freq.	\$2.24	n/a		\$2.24	\$2.17	\$0.08	3.51%
Special Access / Code or Key Fee	\$11.20	n/a		\$11.20	\$10.82	\$0.38	3.51%
Container Steam Cleaning after 1x p/Year	\$107.85	n/a		\$107.85	\$104.19	\$3.66	3.51%
Clean-Up & Disposal "Over the Top"	\$39.20	n/a		\$39.20	\$37.87	\$1.33	3.51%
Commercial Bulky-Item Pick-ups							
Basic Charge - Two Items	\$47.68	n/a		\$47.68	\$46.06	\$1.62	3.51%
Charge for Each Item over Two	\$6.81	n/a		\$6.81	\$6.58	\$0.23	3.51%
Additional Fee Gas Recovery	\$47.68	n/a		\$47.68	\$46.06	\$1.62	3.51%
<u>Industrial Roll-Off Services</u>							
<u>Permanent Services</u>							
15-Yard Demo Container	\$375.06	\$205.08	\$9.40	\$589.54	\$583.34	\$26.20	4.65%
15-Yard Demo Container - Clean Inerts	\$341.51	n/a	\$5.53	\$347.04	\$329.93	\$17.12	5.19%
30-Yard Drop Off Container	\$354.60	\$170.90	\$8.51	\$534.01	\$510.07	\$23.94	4.68%
30-Yard Container - Green Waste	\$492.16	n/a	\$8.51	\$500.67	\$475.46	\$25.21	5.30%
40-Yard Compactor	\$445.48	\$239.26	\$7.97	\$692.72	\$664.87	\$27.85	4.18%
<u>Temporary Services</u>							
15-Yard Demo Container	\$383.05	\$205.08	\$9.53	\$597.66	\$571.06	\$26.60	4.66%
15-Yard Demo Container - Clean Inerts	\$352.70	n/a	\$5.71	\$358.42	\$340.74	\$17.68	5.19%
30-Yard Drop Off Container	\$372.53	\$170.90	\$8.80	\$552.23	\$527.39	\$24.84	4.71%
30-Yard Container - Green Waste	\$503.36	n/a	\$8.15	\$511.51	\$486.28	\$25.23	5.19%
Overweight Surcharge p/Ton (Actual Weight over 8 Tons)							
Trash Loads	\$18.22	\$34.18	\$0.85	\$53.25	\$51.10	\$2.15	4.20%
Clean Inerts	\$33.60	n/a	\$0.54	\$34.14	\$32.46	\$1.68	5.19%
Green Waste	\$43.98	n/a	\$0.71	\$44.69	\$42.49	\$2.20	5.19%
Saturday Service - Per Pull	\$35.54	n/a		\$35.54	\$34.33	\$1.21	3.51%
Mandatory Signature Required - Per Pull	\$5.60	n/a		\$5.60	\$5.41	\$0.19	3.51%
Additional Days - Temp R/O Per Day	\$13.60	n/a		\$13.60	\$13.14	\$0.46	3.51%
Stand-By Hourly Rate	\$85.14	n/a		\$85.14	\$82.25	\$2.89	3.51%
Heavy-Duty Truck Service - Per Pull	\$391.89	n/a		\$391.89	\$378.60	\$13.29	3.51%
R/O Container Steam Cleaning after 1x/Year	\$111.97	n/a		\$111.97	\$108.17	\$3.80	3.51%
Storage Container Rental / Delivery p/Mo.	\$88.45	n/a		\$88.45	\$85.45	\$3.00	3.51%
Storage Container Return - Per Mile	\$1.23	n/a		\$1.23	\$1.19	\$0.04	3.51%

CITY OF PLACENTIA EXHIBIT "A" BACK-UP

JULY 1, 2018 ADJUSTED RATES

252.373	Local CPI-U [12 Months Annual 2017]
261.346	Local CPI-U [12 Months Annual 2018]
3.15%	Local CPI-U Change (Adjustment In (B))

Jan 2018 over Jan 2017 Annual CPI, using Los Angeles-Long Beach-Anaheim

333.00	Orange County Gate Fee July 2017
334.18	Orange County Gate Fee July 2018
0.35%	Orange County Gate Fee Change (Adjustment In (E))

	(A) Service Fee	(B) CPI Adj	=	(C) Adjusted Service Fee [(A)+(B)]	(D) Orange Co. Landfill	+	(E) Landfill Adjustment	=	(F) Adjusted Landfill Cost [(D)+(E)]	(G) Current Rate [(C)+(F)]	(H) Organic PI 1.35%	(I) Fran Fees	(J) Total Rate Including Organics	(K) Franchise [15% of (G)]	+	(L) Administrative [5% of (G)]	=	(M) Fees Paid to Placentia	Net Percent Rate Change
Residential																			
Single Family	\$20.85	\$0.73		\$21.58	\$3.14		\$0.06		\$3.20	\$24.78	N/A	N/A	\$24.78	\$3.72		\$1.24		\$4.96	3.32%
Additional Containers																			
Black "Trash" Container	\$5.43	\$0.19		\$5.62	\$3.14		\$0.06		\$3.20	\$8.88	N/A	N/A	\$8.88	\$1.34		\$0.44		\$1.78	2.97%
Brown "Yard Waste" Container	\$4.76	\$0.17		\$4.93	n/a				\$4.93	\$4.93	N/A	N/A	\$4.93	\$0.74		\$0.25		\$0.99	3.51%
Green "Recycling" Container	\$0.00	\$0.00		\$0.00	n/a				\$0.00	\$0.00	N/A	N/A	\$0.00	\$0.00		\$0.00		\$0.00	0.00%
Residential Special Services																			
Residential Roll-Out Service	\$11.20	\$0.39		\$11.60	n/a				\$11.60	\$11.60	N/A	N/A	\$11.60	\$1.74		\$0.58		\$2.32	3.51%
Extra Dump - All 3 Containers	\$23.80	\$0.84		\$24.63	n/a				\$24.63	\$24.63	N/A	N/A	\$24.63	\$3.70		\$1.23		\$4.93	3.51%
Exchange of All 3 Containers	\$38.50	\$1.29		\$39.79	n/a				\$39.79	\$39.79	N/A	N/A	\$39.79	\$5.97		\$1.99		\$7.96	3.51%
Container Replacement - Misuse	\$65.11	\$2.29		\$67.40	n/a				\$67.40	\$67.40	N/A	N/A	\$67.40	\$10.11		\$3.37		\$13.48	3.51%
Residential Bulky-Item Pick-ups																			
Additional Pick-ups over 3x pr Year	\$45.05	\$1.62		\$46.67	n/a				\$46.67	\$46.67	N/A	N/A	\$46.67	\$7.15		\$2.38		\$9.53	3.51%
Charge for each item over 10	\$5.20	\$0.23		\$5.43	n/a				\$5.43	\$5.43	N/A	N/A	\$5.43	\$0.82		\$0.28		\$1.10	3.51%
Additional Fee Gas Recovery	\$46.05	\$1.62		\$47.67	n/a				\$47.67	\$47.67	N/A	N/A	\$47.67	\$7.15		\$2.38		\$9.53	3.51%
Three Yard Containers																			
3 Days + Dump	\$85.14	\$2.99		\$88.13	\$5.50		\$0.11		\$5.68	\$93.79	N/A	N/A	\$93.79	\$14.07		\$4.68		\$18.76	3.42%
Each Additional Day	\$6.96	\$0.24		\$7.20	n/a				\$7.20	\$7.20	N/A	N/A	\$7.20	\$1.08		\$0.36		\$1.44	3.51%

CITY OF PLACENTIA EXHIBIT "A" BACK-UP

	(A) Service Fee	(B) CPI Adj	(C) Adjusted Service Fee (A)+(B)	(D) Orange Co Landfill	(E) Landfill Adjustment	(F) Adjusted Landfill Cost (D)+(E)	(G) Total Rate (C)+(F)	(H) Organic PI 1.38%	(I) Fran Fees	(J) Total Rate Including Organics	(K) Franchise [15% of (G)]	(L) Administrative [5% of (G)]	(M) Fees Paid to Placentia	Net Percent Rate Change
Commercial														
Commercial Barrel (Each)														
1 x pick (Max of Three)	\$18.34	\$0.84	\$19.17	\$5.80	\$0.12	\$5.92	\$24.89	\$41.65	\$3.35	\$45.90	\$7.76	\$1.24	\$9.80	3.16%
Each Additional Pick-up Freq.(Max 3 X)	\$18.34	\$0.64	\$18.97	\$5.50	\$0.12	\$5.62	\$24.89	\$41.55	\$3.35	\$45.63	\$7.76	\$1.24	\$9.80	3.16%
Two Yard Containers														
One Pick-up Only	\$149.83	\$3.85	\$153.67	\$16.06	\$0.33	\$16.39	\$129.85	\$1.75	\$0.35	\$131.97	\$19.79	\$6.59	\$26.39	3.32%
Each Additional Pick-up Freq.(Max 3 X)	\$57.28	\$2.01	\$59.27	\$16.06	\$0.33	\$16.39	\$75.86	\$1.02	\$0.20	\$76.89	\$11.54	\$3.84	\$15.38	3.19%
Non-Scheduled Pick-up	\$80.15	\$1.83	\$81.99	\$3.71	\$0.06	\$3.79	\$57.78	\$0.78	\$0.16	\$58.71	\$8.80	\$2.94	\$11.74	3.41%
Three Yard Containers														
First Pick-up	\$137.13	\$4.82	\$141.95	\$24.06	\$0.49	\$24.65	\$146.50	\$2.25	\$0.45	\$169.20	\$25.38	\$8.46	\$33.84	3.29%
Each Additional Pick-up Freq	\$74.09	\$2.60	\$76.70	\$24.06	\$0.49	\$24.65	\$101.25	\$1.37	\$0.27	\$102.89	\$15.44	\$5.14	\$20.58	3.15%
Non-Scheduled Pick-up	\$64.11	\$2.25	\$66.36	\$5.55	\$0.11	\$5.66	\$72.02	\$0.97	\$0.19	\$73.19	\$10.98	\$3.66	\$14.64	3.36%
Three Yard Marine Containers														
First Pick-up	\$127.13	\$4.82	\$131.95	\$36.24	\$0.74	\$36.98	\$178.93	\$2.42	\$0.48	\$181.83	\$27.28	\$9.09	\$36.37	3.20%
Each Additional Pick-up Freq.	\$74.09	\$2.60	\$76.70	\$36.24	\$0.74	\$36.98	\$113.68	\$1.53	\$0.31	\$115.52	\$17.32	\$5.76	\$23.10	3.02%
Non-Scheduled Pick-up	\$64.10	\$2.25	\$66.35	\$5.55	\$0.11	\$5.66	\$72.01	\$0.97	\$0.19	\$73.18	\$10.98	\$3.66	\$14.64	3.33%
Three Yard Compactors														
First Pick-up	\$169.19	\$5.84	\$175.13	\$59.41	\$1.21	\$60.62	\$235.75	\$3.18	\$0.84	\$239.57	\$35.93	\$11.98	\$47.91	3.13%
Each Additional Pick-up Freq.	\$106.08	\$3.73	\$109.80	\$59.41	\$1.21	\$60.62	\$170.72	\$2.30	\$0.46	\$173.48	\$26.03	\$8.67	\$34.70	2.98%
Non-Scheduled Pick-up	\$97.42	\$3.42	\$100.84	\$13.71	\$0.28	\$13.99	\$114.83	\$1.55	\$0.31	\$116.69	\$17.51	\$5.83	\$23.34	3.33%
Four Yard Containers														
First Pick-up	\$150.55	\$5.30	\$155.85	\$32.47	\$0.66	\$33.13	\$189.28	\$2.66	\$0.51	\$192.34	\$28.85	\$9.62	\$38.47	3.25%
Each Additional Pick-up Freq.	\$61.54	\$2.86	\$64.37	\$32.47	\$0.66	\$33.13	\$117.50	\$1.59	\$0.32	\$119.40	\$17.91	\$5.97	\$23.88	3.09%
Non-Scheduled Pick-up	\$50.01	\$2.48	\$52.49	\$7.49	\$0.15	\$7.64	\$80.53	\$1.09	\$0.22	\$81.84	\$12.29	\$4.10	\$16.39	3.37%
Six Yard Containers														
First Pick-up	\$157.70	\$5.54	\$163.24	\$48.14	\$0.95	\$49.12	\$212.36	\$2.87	\$0.57	\$215.80	\$32.37	\$10.79	\$43.16	3.15%
Each Additional Pick-up Freq.	\$98.31	\$2.99	\$101.29	\$48.14	\$0.95	\$49.12	\$137.32	\$1.86	\$0.37	\$139.55	\$20.93	\$6.98	\$27.91	2.98%
Non-Scheduled Pick-up	\$73.74	\$2.59	\$76.32	\$11.11	\$0.23	\$11.34	\$87.86	\$1.16	\$0.24	\$89.69	\$13.37	\$4.45	\$17.82	3.32%

CITY OF PLACENTIA EXHIBIT "A" BACK-UP

	(A) Service Fee	(B) CPI Adj.	(C) Adjusted Service Fee [(A)+(B)]	(D) Orange Co. Landfill	(E) Landfill Adjustment	(F) Adjusted Landfill Cost [(D)+(E)]	(G) Total Rate [(C)+(F)]	(H) Organic PI 1.35%	(I) Fran Fees	(J) Total Rate Including Organics	(K) Franchise [15% of (J)]	(L) Administrative [9% of (C)]	(M) Fees Paid to Placentia	Net Percent Rate Change
Commercial														
Three Yard Construction Bin														
First Pick-up	\$178.73	\$6.28	\$184.98	\$26.65	\$0.50	\$24.85	\$209.93	\$2.83	\$0.57	\$213.33	\$32.00	\$10.67	\$42.67	1.33%
Each Additional Pick-up Freq.	\$67.34	\$3.06	\$90.31	\$24.06	\$0.49	\$24.55	\$114.86	\$1.35	\$0.31	\$118.72	\$17.50	\$5.84	\$23.34	3.19%
Non-Scheduled Pick-up	\$66.11	\$2.25	\$66.36	\$5.55	\$0.11	\$5.65	\$72.02	\$0.97	\$0.19	\$73.19	\$10.95	\$3.86	\$14.84	3.39%
Temp Three Yard Container - Non Profit														
3 Days - Dump	\$78.82	\$2.89	\$82.82	n/a	\$0.11	\$5.69	\$88.28	\$1.19	\$0.24	\$89.71	\$13.45	\$4.49	\$17.94	3.42%
Each Additional Day	\$6.71	\$0.24	\$6.99	n/a		\$6.99	\$6.99	N/A	N/A	N/A	\$1.05	\$0.35	\$1.40	3.51%
Commercial Recycle Containers														
Three Yard "Recycle" Containers														
First Pick-up	\$137.73	\$4.82	\$141.95	n/a			\$141.95	\$1.92	\$0.38	\$144.25	\$21.64	\$7.21	\$28.86	N/A
Each Additional Pickup Freq.	\$74.88	\$2.60	\$76.70	n/a			\$76.70	\$1.04	\$0.21	\$77.94	\$11.69	\$3.30	\$15.59	N/A
Non-Scheduled Pick-up	\$66.11	\$2.25	\$66.36	n/a			\$66.36	\$0.90	\$0.18	\$67.44	\$10.12	\$3.37	\$13.48	N/A
Contaminated Bin (Trash)	\$137.73	\$4.82	\$141.95	n/a			\$141.95	\$1.92	\$0.38	\$144.25	\$21.64	\$7.21	\$28.86	N/A
Commercial Special Services														
Pull Out Service														
First Pick-up	\$57.58	\$1.86	\$57.58	n/a			\$57.58	N/A	N/A	N/A	\$8.66	\$2.88	\$11.54	3.51%
Each Additional Pick up Freq	\$57.58	\$1.86	\$57.58	n/a			\$57.58	N/A	N/A	N/A	\$8.66	\$2.88	\$11.54	3.51%
Non-Scheduled Pick up	\$57.58	\$1.86	\$57.58	n/a			\$57.58	N/A	N/A	N/A	\$8.66	\$2.88	\$11.54	3.51%
Surcharge - Sunday Service	\$13.24	\$0.45	\$13.24	n/a			\$13.24	N/A	N/A	N/A	\$1.89	\$0.66	\$2.55	3.51%
Bin Exchange after One-Time p/Year	\$83.97	\$2.95	\$83.97	n/a			\$83.97	N/A	N/A	N/A	\$12.59	\$4.20	\$16.79	3.51%
Redelivery of Bin(s) - Non Payment	\$85.14	\$2.89	\$85.14	n/a			\$85.14	N/A	N/A	N/A	\$12.77	\$4.26	\$17.03	3.51%
Locking Latch Bins														
Set-Up Cost	\$101.04	\$3.43	\$101.04	n/a			\$101.04	N/A	N/A	N/A	\$15.16	\$5.05	\$20.21	3.51%
Monthly Maintenance Fee P/tp Freq.	\$2.24	\$0.88	\$2.24	n/a			\$2.24	N/A	N/A	N/A	\$0.34	\$0.11	\$0.45	3.51%
Special Access / Code or Key Fee	\$11.20	\$0.38	\$11.20	n/a			\$11.20	N/A	N/A	N/A	\$1.60	\$0.56	\$2.24	3.51%
Container Steam Cleaning after 1x/Year	\$107.85	\$3.65	\$107.85	n/a			\$107.85	N/A	N/A	N/A	\$16.18	\$5.39	\$21.57	3.51%
Clean-Up/Disposal "Over the Top"	\$39.20	\$1.33	\$39.20	n/a			\$39.20	N/A	N/A	N/A	\$5.58	\$1.95	\$7.84	3.51%
Commercial Bulky-Item Pick-ups														
Basic Charge - Two Items	\$47.58	\$1.62	\$47.58	n/a			\$47.58	N/A	N/A	N/A	\$7.16	\$2.38	\$9.54	3.51%
Charge for each item over Two	\$6.81	\$0.23	\$6.81	n/a			\$6.81	N/A	N/A	N/A	\$1.02	\$0.34	\$1.36	3.51%
Additional Fee Gas Recovery	\$47.58	\$1.62	\$47.58	n/a			\$47.58	N/A	N/A	N/A	\$7.16	\$2.38	\$9.54	3.51%
Tilt Tapper Monthly Rental	\$43.67	\$1.48	\$43.67	n/a			\$43.67	N/A	N/A	N/A	\$6.55	\$2.18	\$8.73	3.51%
Three Yard Bin Monthly Rental	\$55.98	\$1.90	\$55.98	n/a			\$55.98	N/A	N/A	N/A	\$8.40	\$2.80	\$11.20	3.51%

CITY OF PLACENTIA EXHIBIT "A" BACK-UP

	(A) Service Fee	(B) CPI Adj.	(C) Adjusted Service Fee [(A)+(B)]	(D) Orange Co. Landfill	(E) Landfill Adjustment	(F) Adjusted Landfill Cost [(D)+(E)]	(G) Total Rate [(C)+(F)]	(H) Organic PI 1.25%	(I) Fees Fees	(J) Total Rate Including Organics	(K) Franchise [15% of (J)]	(L) Administrative [3% of (G)]	(M) Fees Paid to Placentia	Net Percent Rate Change
Industrial Roll-Off Services														
Permanent Services														
15-Yard Demo Container	\$369.34	\$12.72	\$382.06	\$201.00	\$4.02	\$205.02	\$587.08	\$7.33	\$1.57	\$594.41	\$89.16	\$29.48	\$683.59	2.98%
15-Yard Demo Container - Clean Inerts	\$329.67	\$11.59	\$341.26	n/a		\$341.26	\$46.61	\$0.92	\$347.94	\$52.06	\$17.35	\$69.41	N/A	
30-Yard Drop Off Container	\$189.57	\$12.03	\$201.60	\$167.50	\$3.40	\$170.90	\$372.50	\$7.09	\$1.42	\$379.01	\$56.85	\$20.70	\$456.56	3.02%
30-Yard Container - Green Waste	\$475.48	\$16.70	\$492.18	n/a		\$492.18	\$6.54	\$1.33	\$500.13	\$75.02	\$25.01	\$100.03	N/A	
40-Yard Compactor	\$426.27	\$15.11	\$441.38	\$239.26	\$4.76	\$244.02	\$685.40	\$9.24	\$1.85	\$694.45	\$104.17	\$34.79	\$833.41	2.99%
Temporary Services														
15-Yard Demo Container	\$376.26	\$12.99	\$389.25	\$201.00	\$4.05	\$205.05	\$594.30	\$7.38	\$1.59	\$601.68	\$90.25	\$29.88	\$721.71	2.99%
15-Yard Demo Container - Clean Inerts	\$346.74	\$11.95	\$358.69	n/a		\$358.69	\$4.76	\$0.95	\$359.42	\$53.76	\$17.92	\$71.68	N/A	
30-Yard Drop Off Container	\$309.89	\$12.04	\$321.93	\$167.50	\$3.40	\$170.90	\$492.83	\$7.34	\$1.47	\$499.23	\$74.88	\$27.61	\$601.72	3.04%
30-Yard Container - Green Waste	\$486.23	\$17.98	\$504.21	n/a		\$504.21	\$6.80	\$1.35	\$511.51	\$76.72	\$25.56	\$102.30	N/A	
Overweight Surcharge p/ton (Actual weight over 8 tons/load)														
Trash Loads	\$17.88	\$0.62	\$18.50	\$33.50	\$0.68	\$34.18	\$52.40	\$0.71	\$0.14	\$53.25	\$7.98	\$2.66	\$64.89	2.54%
Clean Inerts	\$12.48	\$1.14	\$13.62	n/a		\$13.62	\$0.45	\$0.09	\$14.14	\$5.12	\$1.71	\$6.83	N/A	
Clean Green Waste	\$47.18	\$1.49	\$48.67	n/a		\$48.67	\$0.59	\$0.12	\$49.29	\$7.39	\$2.23	\$8.94	N/A	
Industrial Special Services														
Saturday Service - Per Pull	\$44.24	\$1.21	\$45.45	n/a		\$45.45	N/A	N/A	N/A	\$6.33	\$1.78	\$7.11	3.51%	
Mandatory Signature Required - Per Pull	\$4.41	\$0.19	\$4.60	n/a		\$4.60	N/A	N/A	N/A	\$0.94	\$0.28	\$1.12	2.51%	
Additional Days Temp R/O Per Day	\$13.19	\$0.45	\$13.64	n/a		\$13.64	N/A	N/A	N/A	\$2.04	\$0.60	\$2.72	2.51%	
Stand-By Hourly Rate	\$51.88	\$2.89	\$54.77	n/a		\$54.77	N/A	N/A	N/A	\$12.77	\$4.26	\$17.03	3.51%	
Relocation/Trip Charge/Dead Run	\$54.98	\$1.90	\$56.88	n/a		\$56.88	N/A	N/A	N/A	\$8.40	\$2.80	\$11.20	3.51%	
Packer "Turn-A-Round" Surcharge Per Pull	\$11.83	\$0.36	\$12.19	n/a		\$12.19	N/A	N/A	N/A	\$1.68	\$0.56	\$2.24	3.51%	
Heavy-Duty Truck Service - Per Pull	\$379.88	\$13.29	\$393.17	n/a		\$393.17	N/A	N/A	N/A	\$58.79	\$19.59	\$78.38	3.51%	
R/O Container Steam Cleaning after 1x/Year	\$118.57	\$3.80	\$122.37	n/a		\$122.37	N/A	N/A	N/A	\$16.79	\$5.61	\$22.39	3.51%	
Storage Container Rental / Delivery	\$81.41	\$3.03	\$84.44	n/a		\$84.44	N/A	N/A	N/A	\$13.27	\$4.42	\$17.69	3.51%	
Storage Container Return \$10.00 - Per/Mile	\$1.19	\$0.04	\$1.23	n/a		\$1.23	N/A	N/A	N/A	\$0.19	\$0.06	\$0.25	3.51%	

Bureau of Labor Statistics

CPI-All Urban Consumers (Current Series)
Original Data Value

Series Id: CUURS49ASA0
 Not Seasonally Adjusted
 Series Title: All items in Los Angeles-Long Beach-Anaheim,
 Area: Los Angeles-Long Beach-Anaheim, CA
 Item: All items
 Base Period: 1982-84=100
 Years: 2008 to 2018

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2008	220.918	221.431	223.606	224.625	226.651	229.033	229.886	228.484	227.449	226.159	222.229	219.620	225.008	224.377	225.638
2009	220.719	221.439	221.376	221.693	222.522	223.906	224.010	224.507	225.226	225.264	224.317	223.643	223.219	221.943	224.495
2010	224.610	224.620	225.483	225.916	226.438	225.877	225.991	226.373	226.048	226.794	225.941	226.639	225.894	225.491	226.298
2011	228.652	229.729	232.241	233.319	233.367	232.328	231.303	231.833	233.022	233.049	232.731	231.567	231.928	231.606	232.251
2012	233.441	234.537	236.941	236.866	237.032	236.025	235.776	237.222	238.104	240.111	237.675	236.042	236.648	235.807	237.488
2013	238.015	239.753	239.995	239.043	239.346	239.223	238.920	239.219	239.611	239.940	238.677	238.742	239.207	239.229	239.185
2014	239.857	241.059	242.491	242.437	243.362	243.528	243.727	243.556	243.623	243.341	241.753	240.475	242.434	242.122	242.746
2015	239.724	241.297	243.738	243.569	246.093	245.459	247.066	246.328	245.431	245.812	245.711	245.357	244.632	243.313	245.951
2016	247.155	247.113	247.873	248.368	249.554	249.789	249.784	249.700	250.145	251.098	250.185	250.189	249.246	248.309	250.184
2017	252.373	253.815	254.525	254.971	255.674	255.275	256.023	256.739	257.890	258.883	259.135	259.220	256.210	254.439	257.982
2018	261.235	263.012													

EXHIBIT 1
Refuse and Organic Collection Rates

CITY OF PLACENTIA				
Container Size	Monthly Rate based on Collection Frequency			Organics Container Contamination Fee per Occurrence
	1x	2x	3x	
2 Cubic Yard Bin - Refuse or Organics ⁽¹⁾	\$ 125.68	\$ 200.93	\$ 276.17	\$ 100.00
64 Gallon Organics Cart ⁽²⁾	\$ 45.00	\$ 90.00	\$ 135.00	\$ 50.00
35 Gallon Organics Cart ⁽³⁾	See footnote #3 below.			

Footnotes:

⁽¹⁾ Bin rates have not been adjusted yet to include the commercial and industrial sector-wide rate increase due to Organic Waste program implementation, and the annual rate adjustment due July 1, 2018.

⁽²⁾ 64-Gallon organics cart rate effective July 1, 2018. Not subject to July 1, 2018 annual rate adjustments or the sector-wide organics increases on July 1, 2018 and January 1, 2019. Rate will be adjusted effective with the regular annual rate adjustments beginning July 1, 2019.

⁽³⁾ If CalRecycle determines that mandatory commercial organics service shall be provided to customers on or after January 1, 2020 that subscribe to two-cubic yards or more of solid waste service per week, then Contractor will also offer a 35-gallon organics cart collected one to three times per week at the same rate for commercial "Barrel Service" for customers who generate a small amount of organic waste. As of July 1, 2017 rate is \$24.12 per month for 1x/week service. The rate for 2x/week service shall be twice the 1x/week rate, and the rate for 3x/week service shall be 3 times the 1x/week rate.

EXHIBIT 2
Organics Material Processing Component Adjustment
Example Placentia Calculation

Note: This formula is only to be applied if the processing cost per ton for organic waste changes from previous year and if the rebalancing procedure in Exhibit 3 is not implemented that year.

Step 1: Calculate the organics processing price increase per ton by inputting existing and new organic waste cost per ton in blue columns.

		A	B	C	D	E
Row	Adjustment Factor	Existing Organic Waste Processing Cost per Ton	Input Most Recent CPI Adjustment % to Commercial/ Industrial rates	Adjusted Cost per Ton with CPI Adjustment (Column C = Column A x (1 + Column B))	New Organic Waste Cost per Ton effective July 1, 2018	Change In Cost per Ton (Column D - Column C)
1	Organic Waste Processing Cost per Ton	\$ 91.00	3%	\$ 93.73	\$ 100.10	\$ 6.37

Step Two: Determine the commercial sector-wide percentage adjustment to commercial and industrial rates for increases in organic processing costs by entering in Column F the higher of the annual organics tonnage threshold established in Exhibit 4, footnote 6 or the actual organics tonnage processed in the past 12 months. Enter the annual commercial and industrial rate revenue from Contractor in Column I.

		F	G	H	I	J
Row	Rate Category	Higher of Organics Tonnage Threshold or Actual Collected Tonnage ⁽¹⁾	Change In Cost per Ton (From Column E)	Additional Processing Costs (Column F x Column G)	Commercial and Industrial Annual Rate Revenue from Contractor ⁽²⁾	Total Percent Change to be applied to Commercial and Industrial Rates ((Column H + Column I) + 1) ⁽³⁾
2	Organic Waste Recycling Program	711	\$ 6.37	\$ 4,529	\$ 3,920,000	0.12%

⁽¹⁾ Initial tonnage based on Contractor's 9/26/2017 proposed organics tonnage threshold.

⁽²⁾ Contractor to provide annual rate revenue for the commercial and industrial sectors.

⁽³⁾ To be applied to Commercial and Industrial rates at the time of next rate adjustment by adding the percentage in Column J to the regular annual adjustment.

Note: This formula is only to be applied if the processing cost per ton for organic waste changes from previous year and if the rebalancing procedures in Exhibit 3 is not implemented.

**EXHIBIT 3
CITY OF PLACENTIA**

Step 1. Calculate the Commercial Organics Program Cost

Description:

1. Use the table to calculate the updated annual organics program costs by entering data in Columns A, D and E in the highlighted and outlined boxes. See footnotes below for clarification on data entry. Any cell that is not highlighted and outlined is a calculation.
2. Enter most recent CPI adjustment in footnote 4 to automatically import into Rows 2 through 5, Column B.
3. Calculated result on Row 10 will be utilized in Step 3, Row 1 to calculate the rebalancing adjustment.

Step 1 - Calculate the annual organics program cost for the most recent 12 month period.								
Row	Cost Category	Unit Cost at Time of Last Adjustment (Column A) ⁽¹⁾	Adjustment Method (Column B)	Adjustment % to Unit Cost (Column C)	Updated Cost per Unit (Column D = Column A x (1+Column C))	Actual Number of Units (Column E)	Monthly Cost (Column F = Column D x Column E)	
1	Processing - Pass Through	\$ 100.10 /ton ⁽²⁾⁽³⁾	Actual	4.9% ⁽³⁾	\$ 105.00 /ton ⁽³⁾	118 tons/month ⁽⁵⁾	\$ 12,390	
2	Collection	\$ 105.78 /hour ⁽²⁾	CPI ⁽⁴⁾	10.0% ⁽⁴⁾	\$ 116.36 /hour	132 hours/month ⁽⁶⁾	\$ 15,359	
3	Outreach	\$ 7,465 /year ⁽²⁾	CPI ⁽⁴⁾	10.0% ⁽⁴⁾	\$ 8,211.50 /year	12 months/year	\$ 684	
4	Containers - Carts	\$ 0.50 /cart/month ⁽²⁾	CPI ⁽⁴⁾	10.0% ⁽⁴⁾	\$ 0.55 /cart/month	0 carts ⁽⁷⁾	\$ -	
5	Containers- Bins	\$ 8.33 /bin/month ⁽²⁾	CPI ⁽⁴⁾	10.0% ⁽⁴⁾	\$ 9.16 /bin/month	90 bins ⁽⁷⁾	\$ 825	
6	Subtotal (Sum of R1 through R5)						\$ 29,258	
7	Contractor Margin at 10% (R6 x 10%)						\$ 2,926	
8	Total Organics Program Monthly Cost (R6+R7)						\$ 32,184	
9	Months per Year						12	
10	Total Organics Program Annual Cost (R8 x R9)						\$ 386,209	

⁽¹⁾ Original Unit Costs are based on the costs used in Exhibit 4 - Documentation of the Rebalancing Adjustment Factor.

⁽²⁾ For initial rebalancing on or before 7/1/2022, unit costs, except for processing costs as described in footnote 3, are initially set as shown in Exhibit 4. Unit Costs to be entered from previous rebalancing Column D Unit Costs in Exhibit 3, Step 1, if an additional rebalancing occurs per the guidelines of the Amendment Section 4.c.

⁽³⁾ Enter most recent organics processing cost per ton used to determine the sector-wide increase from Exhibit 2, Column D. Enter Updated Cost per Unit Category in Column D to automatically calculate the Adjustment % in Column C.

⁽⁴⁾ Use Consumer Price Index for All Urban Customers (CUURA421SA0). Adjustment to be calculated for 7/1/2022 (or earlier if applied prior to that under Section 4.c of the Amendment). As an example, if the first rebalancing adjustment is calculated for July 1, 2022, then the change in the CPI would be calculated based on the average annual CPI index for calendar year 2017 compared to the same index for calendar year 2021, a four-year change. Insert CPI adjustment percentage below for automatic calculation.

10.0% | Insert: CPI change since last rebalancing adjustment

⁽⁵⁾ Input average monthly tonnage from the most recent 12 months. Tonnage from routes that crossover City boundaries will be allocated to jurisdictions based on container capacity.

⁽⁶⁾ Input average monthly collection hours from the most recent 12 months. Route hours from routes that crossover City boundaries will be allocated to jurisdictions based on container capacity.

⁽⁷⁾ Input most recent available container count.

**EXHIBIT 3
CITY OF PLACENTIA**

Step 2. Calculate the Current Rate Revenues from the Commercial Organics Program

Description:

1. Enter the most recently available number of customers for each service level provided by Contractor in Column A.
2. Enter the current rates for organics under each service in Column B.
3. Upon data population, the monthly and annual program rate revenue will automatically calculate and be utilized in Step 3.

Step 2 - Calculate the annual rate revenue generated from the commercial organics program.				
Row #	Container Size and Frequency	Number of Customers for Each Service Level (Column A)	Current Rates for Organics Services (Column B)	Rate Revenue per Service Type (Column C = Column A x Column B)
	2 Yard Bin			
1	1x per week	114	\$ 125.68	\$ 14,327.52
2	2x per week			\$ -
3	3x per week			\$ -
	Cart Rate			
4	1x per week			\$ -
5	2x per week			\$ -
6	3x per week			\$ -
7	Sum of Organics Program Monthly Revenue (Sum R1 - R6)			\$ 14,327.52
8	Months per Year			12
9	Annual Organics Program Revenue (R7 x R8)			\$ 171,930.24

**EXHIBIT 3
CITY OF PLACENTIA**

Step 3. Calculation of the Difference Between Organics Program Cost and Revenue

Description:

1. Step 3 will automatically calculate by carrying data forward from Steps 1 and 2 to determine the difference between Organics Program Rate Revenue and Costs before applying the commercial sector-wide increase. Row 3 will be utilized in Step 5.

Step 3 - Calculate the difference between organics program rate revenue and costs before additional sector-wide increase.			
Row #	Line Item	Units	Notes
1	Annual Organics Program Cost	\$ 386,209 /year	From Step 1, Row 10
2	Annual Rate Revenue for Organics	\$ 171,930 /year	From Step 2, Row 9
3	Annual Difference (R1 - R2)	\$ 214,278 /year	Calculation R1 - R2

EXHIBIT 3
CITY OF PLACENTIA

Step 4. Calculate the Negotiated Annual Program Costs.

Description:

1. Step 4 requires input of the most recent commercial and industrial rate revenue provided by Contractor (including the most recent CPI adjustment) and the previously applied sector-wide increase percentages in the highlighted and outlined cells. This step calculates the current negotiated cost of the commercial organics program. Row 5 will be utilized in Step 6.

Step 4 - Calculate the annual negotiated costs of the commercial organics program.			
Row #	Line Item	Units	Notes
1	Total commercial and industrial rate revenue	4,145,615 /year	For the most recent Fiscal Year.
2	Negotiated % sector-wide increase for commercial and Industrial rates	2.70%	For the first rebalancing the percentage is the amount shown in this Exhibit. For subsequent rebalancing use the percentage from Step 7, Row
3	Cumulative Organic Waste processing component adjustments since the most recent rebalancing	0.12%	Cumulative of all sector-wide increases calculated by Exhibit 2 under the Amendment since the last rebalancing.
4	Cumulative negotiated sector-wide % increase (R2 + R3)	2.82%	Calculation R2 + R3
5	Annual Negotiated Costs of Organics Program (R1 x R4)	\$ 111,959 /year	Calculation R1 x R4

EXHIBIT 3
CITY OF PLACENTIA
Step 5. Calculate the New Funding Requirements

Description:

1. Upon completion of Steps 1-4, Step 5 will automatically calculate the new funding requirement in order to calculate the rebalanced sector-wide adjustment in subsequent steps.

Step 5 - Calculate the new funding requirement for sector-wide adjustment.			
Row #	Line Item	Units	Notes
1	Difference between commercial organics program revenue and costs	\$ 214,278 /year	From Step 3, Row 3 Previously negotiated rebalancing adjustment factor as documented in Exhibit 4. This factor does not change in future rebalancing.
2	Rebalancing adjustment factor	<u>1.13</u>	
3	New Funding Requirement for Rebalanced Sector-wide Adjustment (R1 x R2)	\$ 242,000 /year	

EXHIBIT 3
CITY OF PLACENTIA
Step 6. Calculate the Rebalancing Percentage

Description:

1. Step 6 will automatically calculate the future sector-wide rebalancing percentage to be applied to commercial and industrial rates.

Step 6 - Calculate the future sector-wide rebalancing percentage to be applied to commercial and industrial rates.			
Row #	Line Item	Units	Notes
1	New funding requirement for rebalanced sector-wide adjustment	\$ 242,000 /year	From Step 5, Row 3
2	Negotiated cost of organics program	\$ 111,959 /year	From Step 4, Row 5
3	New funding requirement for new sector-wide adjustment (R1 - R2)	\$ 130,041 /year	
4	Total commercial and industrial rate revenue	\$ 4,146,615 /year	From Step 4, Row 1
5	Additional Percentage for Rebalancing (R3 ÷ R4)	3.14%	To be applied to the commercial and industrial rates with next annual CPI adjustment.

**EXHIBIT 3
CITY OF PLACENTIA**

Step 7. Calculate Cumulative Sector-wide Increase Only if Rebalancing Mechanism is Implemented more than Once

Description:

NOTE: Step 7 will only be used if an additional rebalancing procedure is initiated, carry forward Step 7, Row 3 to Step 4, Row 2 of future rebalancing procedure.

Step 7 - Calculate the future sector-wide rebalancing percentage to be applied to commercial and industrial rates.			
Row #	Line Item	Units	Notes
1	Cumulative negotiated sector-wide increase	2.82%	From Step 4, Row 4
2	Additional percentage for current rebalancing adjustment	<u>3.14%</u>	From Step 6, Row 3
3	Cumulative Sector-wide Increase (R1 + R2)	5.96%	To be implemented in Step 4, Row 2 of future rebalancing procedures.

EXHIBIT 4
CITY OF PLACENTIA
Documentation of the Rebalancing Adjustment Factor

Step 1 - Calculate Monthly Organics Program Cost					
Row	Cost Category	Cost	Number of Units	Monthly Cost	Notes
1	Processing - pass through	\$ 91.00 /ton ⁽¹⁾	59 tons/month ⁽⁶⁾	\$ 5,359	
2	Collection	\$ 105.78 /hour ⁽²⁾	66 hours/month ⁽⁷⁾	\$ 6,981	
3	Outreach	\$ 7,465 /year ⁽³⁾	12 months/year	\$ 622	
4	Containers - carts	\$ 0.50 /cart/month ⁽⁴⁾	0 carts ⁽⁸⁾	\$ -	
5	Containers- bins	\$ 8.33 /bin/month ⁽⁵⁾	45 bins ⁽⁶⁾	\$ 375	
6	Subtotal			\$ 13,347	Sum
7	Contractor margin at 10%			\$ 1,335	Previously Contractor proposed 10% margin on tip fee
8	Total Organics Program Monthly Cost			\$ 14,682	Sum

⁽¹⁾ Cost per ton to take organics to the third party CORE facility in the City of Orange located at 2050 North Glassell Street.

⁽²⁾ Contractor's proposed cost per hour including full-time helper was \$117.33 in spreadsheets provided 5/15/2017 Anaheim collection cost was \$76.23 per hour, and Contractor states vehicle depreciation at \$18.00/hour should be added for a total of \$94.23/hour. The negotiated midpoint = \$105.78 ((\$117.33 + \$94.33) ÷ 2 = \$105.78)

⁽³⁾ Contractor estimated figure includes assumption to provide 3.5 hours of direct outreach to each of their 45 Tier 1 and 2 customers for a total of 158 hours annually at \$39.20 per hour totaling to \$6,174 per year, plus indirect outreach costs of \$1,291 for billing, SGA, and outreach materials.

⁽⁴⁾ \$60.00 depreciated over 10 years = \$0.50/cart/month.

⁽⁵⁾ \$500.00 depreciated over 5 years = \$8.33/bin/month. Container maintenance allowance included by shorter amortization period.

⁽⁶⁾ (711 tons/year ÷ 12 months/year) = 59 tons/month per correspondence dated 9/26/2017.

⁽⁷⁾ 787 hours/year⁽⁸⁾ ÷ 12 months = 66 hours/month

⁽⁸⁾ Per Contractor spreadsheet in response to data request titled "Detail Supporting Calculation."

Step 2 - Estimated Annual Rate Revenue Generated from Charging Organics Equal to Refuse Rates			
Row #	Line Item	Units	Notes
1	2 yd. refuse service rate 1x/wk. as of 7/1/2017	\$ 125.68 /month	From the current Placentia rate schedule
2	Refuse yards serviced per month	9 yds./month ⁽¹⁾	Refuse collection service
3	Rate per yard	\$ 14.51 /yd	Calculation R1 ÷ R2
4	Total organics yards per year	5,620 yds./year ⁽²⁾	
5	Annual rate revenue for organics	\$ 82,000 /year	If organics rate is equal to the trash rate. (Calculation R3 x R4)

⁽¹⁾ 2 yds. x 1 collections/week = 2yds./week x 4.33 weeks/month = 8.66 yards/month

⁽²⁾ (711 tons/year x 2,000 lbs./ton) = 1,422,000 lbs./year ÷ 253 lbs./yard (Republic Estimation) = 5,620 yards/year

Step 3 - Calculate the Difference Between Organics Program Revenue and Costs Before Sector-wide Increase			
Row #	Line Item	Units	Notes
1	Monthly organics program cost	\$ 14,682 /month	From Step 1, Row 8
2	Months per year	12 month/year	
3	Annual organics program cost	\$ 176,000 /year	Calculation R1 x R2
4	Annual rate revenue for organics	\$ 82,000 /year	From Step 2, Row 5
5	Difference	\$ 94,000 /year	Calculation R3 - R4

Step 4 - Calculate the Rebalancing Adjustment Factor			
Row #	Line Item	Units	Notes
1	Total commercial and industrial rate revenue	3,920,000 /year	From Annual revenue supplied by Contractor in spreadsheet associated with negotiations data request attached to email dated 8/15/2017
2	Negotiated % sector-wide increase for commercial and industrial rates	2.7%	From Contractor Proposal dated 9/26/2017
3	Annual negotiated costs of organics program	\$ 106,000 /year	Calculation R1 x R2
4	Difference from Table 3	\$ 94,000 /year	From Step 3, Row 5
5	Rebalancing Adjustment Factor	1.13	Calculation R3 ÷ R4 (To be used in all future rebalancing)

**AMENDMENT NO. 9 TO
AMENDED, REVISED AND RESTATED
AGREEMENT FOR SOLID WASTE HANDLING SERVICES BETWEEN
THE CITY OF PLACENTIA AND
REPUBLIC WASTE SERVICES OF SOUTHERN CALIFORNIA, LLC**

This Amendment No. 9 (the "Amendment") is made and entered into effective the 1st day of July 2018, by and between the City of Placentia, a Charter City and Municipal Corporation ("City"), and Republic Waste Services of Southern California, LLC, a wholly owned subsidiary of Republic Services, Inc. a Delaware Limited Liability Company, dba Placentia Disposal for Solid Waste Handling Services (hereinafter "Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and or collectively referred to as the "Parties."

A. Recitals.

(i) Effective July 20, 2010, City and Contractor entered into the "Amended, Revised and Restated Agreement";

(ii) The Agreement has been revised eight times previously, the most recent revision being the Amendment No .8, which became effective July 1, 2018;

(iii) The California state legislature established requirements for jurisdictions to implement mandatory commercial recycling programs through AB 341 (Chesbro, Chapter 476, Statutes of 2011);

(iv) AB 341 establishes a goal to reduce, recycle or compost 75 percent of waste by 2020;

(v) AB 341 requires cities to implement commercial organics recycling programs designed to divert waste generated by regulated businesses. Jurisdictions' programs must, among other requirements, include "education of, outreach to, and monitoring of, businesses," within their jurisdiction; and

(vi) Subsequent to the commencement of the Agreement, AB 341 became effective requiring the City to revise and add programs to meet additional solid waste compliance requirement of AB 341.

(vii) The Agreement does not require Contractor to collect Recyclable material from Commercial/Industrial accounts or to provide outreach educational services, but Contractor has expressed its willingness to do so;

(viii) The City and Contractor desire to amend the Franchise Agreement to provide Commercial Recycling services and to provide related educational services;

(ix) The City and Contractor desire by this Amendment that the Contractor provide

services for compliance with AB 341.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Agreement is amended as follows:

B. Amendment to Agreement.

1. In all respects as set forth in the Recitals, Part A., above, the Recitals are incorporated into the Agreement.

2. The following subsections are added to Section 2 of the Agreement, (entitled "Definitions"),:

"2.1.2 AB 341 means the Mandatory Commercial Recycling Law (Chapter 476, Statutes of 2011 modifying Division 30 of the California Public Resources Code), also commonly referred to as "AB 341," as amended, supplemented, superseded, and replaced from time to time.

3. The following subsections are added to Section 8.3 (Commercial Solid Waste Handling Services) of the Agreement:

"8.3.5 Recycling Program for Commercial Customers. Contractor shall make available collection of recyclable material from commercial/industrial accounts including Multi-Family Dwelling customers requesting such service, using 3 cubic yard containers as listed in Exhibit A. Contractor shall collect and remove all recyclable material placed in containers from every commercial/industrial premises receiving recyclable material collection service at a frequency as listed in Exhibit A. Notwithstanding the above, any putrescible or degradable recyclable material shall be collected and removed from any commercial/industrial premises not less often than once per week. The rates for providing commercial recycling service are set forth in the Exhibit A attached hereto."

8.3.5.1 Ongoing Outreach. The Contractor, under the guidance of the City, shall contact customers that fall under the requirements of AB 341, but do not have a CalRecycle approved program in place, and are not in compliance with the requirements set forth in AB 341. The Contractor will mail an annual letter to those eligible customers who are not in compliance and inform them of their obligations under AB 341 and options for compliance. Contractor will include regular reminders on monthly notices on commercial invoicing.

i. The City will mail on city letterhead a separate follow-up letter every six months to those customers and instruct the Customers to sign-up with Contractor for the existing Commercial co-mingled Container program and report non-compliant accounts to CalRecycle annually.

ii. The City will periodically contact Contractor to check whether non-compliant Customers have signed up for AB 341 services or contacted them to inquire about their Recycling options. Subsequent to that action, the City will directly contact eligible non-compliant Customers by phone."

4. The following subsection is added to Section 8.5 to the Agreement to include the following provisions:

“8.5.6 AB 341 Mandatory Commercial Recycling Program Requirements

8.5.6.1 Annual Reporting. At no cost to City, Contractor shall provide annual reporting to City necessary for the City to meet mandatory Recycling program requirements in accordance with AB 341. Reports that may be requested by City include, but are not limited to, a list of Customers (including permanent Roll-Off Box Customers and Multi-Family Dwelling Units) generating four cubic-yards or more of Solid Waste per week and do not receive Recycling services from Contractor.

8.5.6.2. Identification of Eligible Customers. Contractor shall cooperate and assist City in meeting the requirements of AB 341, including, but not limited to, identifying Commercial Premises and Multi-Family Dwelling units that are required to receive recycling service, education and outreach to all properties, reporting on efforts to provide service at such premises, and an annual or as requested listing of such premises that have declined to accept recycling service to facilitate the City's exercise of its enforcement powers.

5. Except as specifically modified herein, all of the remaining terms, conditions and provisions of the Agreement shall remain in full force and effect.

6. The Agreement, all amendments together with this Amendment No. 9 and all Exhibits attached thereto, constitutes the entire Agreement between the Parties and supersedes all prior negotiations, arrangements, representations, and understandings, if any, made by or between the Parties with respect to the subject matter hereof. No amendment or other modification of the Agreement, as modified by this Amendment No. 9 shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

7. Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Amendment No. 9 and that such execution is binding upon the entity for which he or she is executing this document.

IN WITNESS WHEREOF, the Parties have caused Amendment No. 9 to the Agreement are to be executed as of the day and year first above written.

CONTRACTOR

CITY OF PLACENTIA

By: _____
Dan Capener, General Manager

By: _____
Chad P. Wanke, Mayor

ATTEST:

By: _____
Patrick J. Melia, City Clerk

APPROVED AS TO FORM:

By: _____
Christian L. Bettenhausen, City Attorney

CITY OF PLACENTIA EXHIBIT "A" RATE SUMMARY - EFFECTIVE JULY 1, 2018

	Service Fee	Landfill	Organics	Adjusted Rate	Current Rate	Change	% Change
Residential							
Single Family	\$21.58	\$3.20		\$24.78	\$23.99	\$0.79	3.30%
Additional Containers							
Black "Trash" Container	\$5.68	\$3.20		\$8.88	\$8.62	\$0.25	2.93%
Brown "Yard Waste" Container	\$4.93	n/a		\$4.93	\$4.76	\$0.17	3.51%
Green "Recycling" Container	\$0.00	n/a		\$0.00	\$0.00	\$0.00	0.00%
Pull Out Service							
Pull Out Service	\$11.60	n/a		\$11.60	\$11.20	\$0.39	3.51%
Extra Dump - All Three Containers	\$24.63	n/a		\$24.63	\$23.80	\$0.84	3.51%
Exchange of All Three Containers	\$38.10	n/a		\$38.10	\$36.80	\$1.29	3.51%
Container Replacement - Misuse	\$67.39	n/a		\$67.39	\$65.11	\$2.29	3.51%
Bulky Item Collection							
Additional Pick-ups over 3x p/Year	\$47.67	n/a		\$47.67	\$46.05	\$1.62	3.51%
Charge for Each Item over 10	\$6.81	n/a		\$6.81	\$6.58	\$0.23	3.51%
Additional Gas Recovery Fee	\$47.67	n/a		\$47.67	\$46.05	\$1.62	3.51%
Temp Three Yard Container							
3 Days + Dump	\$88.13	\$5.66		\$93.79	\$90.69	\$3.10	3.42%
Each Additional Day Rental	\$7.20	n/a		\$7.20	\$6.96	\$0.24	3.51%
Commercial							
Commercial Barrel (Each)							
1 x p/wk (Max of Four)				\$45.00	\$24.12	\$20.88	86.56%
Two Yard Containers							
One Pick-up Only	\$113.47	\$16.39	\$2.10	\$131.97	\$125.68	\$6.28	5.00%
Non-Scheduled Pick-up	\$53.99	\$3.79	\$0.94	\$58.71	\$55.86	\$2.85	5.10%
Three Yard Containers							
First Pick-up	\$141.95	\$24.55	\$2.70	\$169.20	\$161.19	\$8.00	4.96%
Each Additional Pick-up Freq.	\$78.70	\$24.55	\$1.64	\$102.89	\$98.15	\$4.73	4.82%
Non-Scheduled Pick-up	\$66.36	\$5.66	\$1.17	\$73.19	\$69.67	\$3.53	5.06%
Three Yard Manure Containers							
First Pick-up	\$141.95	\$36.98	\$2.90	\$181.83	\$173.37	\$8.45	4.88%
Each Additional Pick-up Freq.	\$76.70	\$36.98	\$1.84	\$115.52	\$110.33	\$5.18	4.70%
Non-Scheduled Pick-up	\$66.35	\$5.66	\$1.17	\$73.18	\$69.65	\$3.53	5.06%
Three Yard Compactors							
First Pick-up	\$175.13	\$60.62	\$3.82	\$239.57	\$228.60	\$10.97	4.80%
Each Additional Pick-up Freq.	\$110.10	\$60.62	\$2.77	\$173.48	\$165.77	\$7.71	4.65%
Non-Scheduled Pick-up	\$100.84	\$13.99	\$1.86	\$116.69	\$111.13	\$5.56	5.00%
Four Yard Containers							
First Pick-up	\$156.15	\$33.13	\$3.07	\$192.34	\$183.32	\$9.02	4.92%
Each Additional Pick-up Freq.	\$84.37	\$33.13	\$1.90	\$119.40	\$113.98	\$5.42	4.76%
Non-Scheduled Pick-up	\$72.99	\$7.64	\$1.31	\$81.94	\$78.01	\$3.93	5.04%
Six Yard Containers							
First Pick-up	\$163.24	\$49.12	\$3.44	\$215.80	\$205.84	\$9.96	4.84%
Each Additional Pick-up Freq.	\$88.20	\$49.12	\$2.22	\$139.55	\$133.35	\$6.20	4.65%
Non-Scheduled Pick-up	\$76.32	\$11.34	\$1.42	\$89.09	\$84.84	\$4.24	5.00%
Three Yard Construction Bins							
First Pick-up	\$184.98	\$24.95	\$3.40	\$213.33	\$203.15	\$10.18	5.01%
Each Additional Pick-up Freq.	\$90.31	\$24.55	\$1.86	\$116.72	\$111.30	\$5.41	4.86%
Non-Scheduled Pick-up	\$66.36	\$5.66	\$1.17	\$73.19	\$69.67	\$3.53	5.06%

CITY OF PLACENTIA EXHIBIT "A" RATE SUMMARY - EFFECTIVE JULY 1, 2018

	Service Fee	Landfill	Organics	Total Rate	Current Rate	Change	% Change
<u>Commercial Continued</u>							
Three Yard "Recycle" Bins							
First Pick-up	\$141.95	n/a	\$2.30	\$144.25	\$137.13	\$7.11	5.19%
Each Additional Pick-up Freq.	\$76.70	n/a	\$1.24	\$77.94	\$74.09	\$3.84	5.19%
Non-Scheduled Pick-up	\$66.36	n/a	\$1.08	\$67.44	\$64.11	\$3.33	5.19%
Contaminated Bin (Trash)	\$141.95	n/a	\$2.30	\$144.25	\$137.13	\$7.11	5.19%
Pull Out Service							
First Pick-up	\$57.68	n/a		\$57.68	\$55.72	\$1.96	3.51%
Each Additional Pick up Freq	\$57.68	n/a		\$57.68	\$55.72	\$1.96	3.51%
Non-Scheduled Pick up	\$57.68	n/a		\$57.68	\$55.72	\$1.96	3.51%
Surcharge - Sunday Service	\$13.24	n/a		\$13.24	\$12.79	\$0.45	3.51%
Bin Exchange after One-Time p/Year	\$83.97	n/a		\$83.97	\$81.13	\$2.85	3.51%
Redelivery of Bin(s) - Non-Payment	\$85.14	n/a		\$85.14	\$82.25	\$2.89	3.51%
Locking Latch Bins							
Set-up One Time Cost	\$101.04	n/a		\$101.04	\$97.61	\$3.43	3.51%
Monthly Maintenance Fee p/Tip Freq.	\$2.24	n/a		\$2.24	\$2.17	\$0.08	3.51%
Special Access / Code or Key Fee	\$11.20	n/a		\$11.20	\$10.82	\$0.38	3.51%
Container Steam Cleaning after 1x p/Year	\$107.85	n/a		\$107.85	\$104.19	\$3.66	3.51%
Clean-Up & Disposal "Over the Top"	\$39.20	n/a		\$39.20	\$37.87	\$1.33	3.51%
Commercial Bulky-Item Pick-ups							
Basic Charge - Two Items	\$47.68	n/a		\$47.68	\$46.06	\$1.62	3.51%
Charge for Each Item over Two	\$6.81	n/a		\$6.81	\$6.58	\$0.23	3.51%
Additional Fee Gas Recovery	\$47.68	n/a		\$47.68	\$46.06	\$1.62	3.51%
<u>Industrial Roll-Off Services</u>							
<u>Permanent Services</u>							
15-Yard Demo Container	\$375.06	\$205.08	\$9.40	\$589.54	\$563.34	\$26.20	4.65%
15-Yard Demo Container - Clean Inerts	\$341.51	n/a	\$5.53	\$347.04	\$329.93	\$17.12	5.19%
30-Yard Drop Off Container	\$354.60	\$170.90	\$8.51	\$534.01	\$510.07	\$23.94	4.69%
30-Yard Container - Green Waste	\$492.18	n/a	\$8.51	\$500.87	\$475.46	\$25.21	5.30%
40-Yard Compactor	\$445.48	\$239.26	\$7.97	\$692.72	\$664.87	\$27.85	4.19%
<u>Temporary Services</u>							
15-Yard Demo Container	\$383.05	\$205.08	\$9.53	\$597.66	\$571.06	\$26.60	4.66%
15-Yard Demo Container - Clean Inerts	\$352.70	n/a	\$5.71	\$358.42	\$340.74	\$17.88	5.19%
30-Yard Drop Off Container	\$372.53	\$170.90	\$8.80	\$552.23	\$527.39	\$24.84	4.71%
30-Yard Container - Green Waste	\$503.36	n/a	\$8.15	\$511.51	\$486.28	\$25.23	5.19%
Overweight Surcharge p/Ton (Actual Weight over 8 Tons)							
Trash Loads	\$18.22	\$34.18	\$0.85	\$53.25	\$51.10	\$2.15	4.20%
Clean Inerts	\$33.60	n/a	\$0.54	\$34.14	\$32.46	\$1.68	5.19%
Green Waste	\$43.98	n/a	\$0.71	\$44.69	\$42.49	\$2.20	5.19%
Saturday Service - Per Pull	\$35.54	n/a		\$35.54	\$34.33	\$1.21	3.51%
Mandatory Signature Required - Per Pull	\$5.60	n/a		\$5.60	\$5.41	\$0.19	3.51%
Additional Days - Temp R/O Per Day	\$13.60	n/a		\$13.60	\$13.14	\$0.46	3.51%
Stand-By Hourly Rate	\$85.14	n/a		\$85.14	\$82.25	\$2.89	3.51%
Heavy-Duty Truck Service - Per Pull	\$391.89	n/a		\$391.89	\$378.80	\$13.29	3.51%
R/O Container Steam Cleaning after 1x/Year	\$111.97	n/a		\$111.97	\$108.17	\$3.80	3.51%
Storage Container Rental / Delivery p/Mo.	\$88.45	n/a		\$88.45	\$85.45	\$3.00	3.51%
Storage Container Return - Per Mile	\$1.23	n/a		\$1.23	\$1.19	\$0.04	3.51%

CITY OF PLACENTIA EXHIBIT "A" BACK-UP

JULY 1, 2018 ADJUSTED RATES

252,373	Local CPI U [1] Mar 16 Annual 2017
261,235	Local CPI U [12] Mar 16 Annual 2018
3.51%	Local CPI U Change (Adjustment in [B])

Jan 2018 over Jan 2017 Annual CPI, using Los Angeles-Long Beach-Anaheim

\$13.50	Orange County Gas Fee July 2017
\$14.18	Orange County Gas Fee July 2018
5.04%	Orange County Gas Fee Change (Adjustment in [L])

	(A) Service Fee	(B) CPI Adj.	=	(C) Adjusted Service Fee [(A)+(B)]	(D) Orange Co. Landfill	+	(E) Landfill Adjustment	=	(F) Adjusted Landfill Cost [(D)+(E)]	(G) Current Rate [(C)+(F)]	(H) Organic PI 1.35%	(I) Fran Fees	(J) Total Rate Including Organics	(K) Franchise 15% of (J)	+	(L) Administrative 10% of (J)	=	(M) Fees Paid to Placentia	Net Percent Rate Change
Residential																			
Single Family	\$20.85	\$0.73		\$21.58	\$3.14		\$0.08		\$3.20	\$24.78	N/A	N/A	\$24.78	\$3.72		\$1.24		\$4.96	3.32%
Additional Containers																			
Black "Trash" Container	\$5.88	\$0.19		\$6.08	\$3.14		\$0.06		\$3.20	\$9.88	N/A	N/A	\$9.88	\$1.48		\$0.44		\$1.78	2.97%
Brown "Yard Waste" Container	\$4.76	\$0.17		\$4.93	n/a					\$4.93	N/A	N/A	\$4.93	\$0.74		\$0.25		\$0.99	3.51%
Green "Recycling" Container	\$0.00	\$0.00		\$0.00	n/a					\$0.00	N/A	N/A	\$0.00	\$0.00		\$0.00		\$0.00	0.09%
Residential Special Services																			
Residential Roll-Out Service	\$11.60	\$0.39		\$11.99	n/a					\$11.99	N/A	N/A	\$11.99	\$1.74		\$0.58		\$2.32	3.51%
Extra Dump - All 3 Containers	\$24.63	\$0.64		\$25.27	n/a					\$25.27	N/A	N/A	\$25.27	\$3.79		\$1.23		\$4.93	3.51%
Exchange of All 3 Containers	\$36.10	\$1.29		\$37.39	n/a					\$37.39	N/A	N/A	\$37.39	\$5.72		\$1.90		\$7.62	3.51%
Container Replacement - Mouse	\$65.11	\$2.29		\$67.39	n/a					\$67.39	N/A	N/A	\$67.39	\$10.11		\$3.37		\$13.48	3.51%
Residential Bulky-Item Pick-ups																			
Additional Pick-ups over 3x p/Year	\$47.67	\$1.62		\$49.29	n/a					\$49.29	N/A	N/A	\$49.29	\$7.15		\$2.36		\$9.51	3.51%
Charge for each item over 10	\$6.81	\$0.23		\$7.04	n/a					\$7.04	N/A	N/A	\$7.04	\$1.02		\$0.34		\$1.36	3.51%
Additional Fee Gas Recovery	\$47.67	\$1.62		\$49.29	n/a					\$49.29	N/A	N/A	\$49.29	\$7.15		\$2.36		\$9.51	3.51%
Three Yard Containers																			
3 Days + Dump	\$93.79	\$2.89		\$96.68	\$5.55		\$0.11		\$5.66	\$102.34	N/A	N/A	\$102.34	\$14.07		\$4.69		\$18.76	3.42%
Each Additional Day	\$7.20	\$0.24		\$7.44	n/a					\$7.44	N/A	N/A	\$7.44	\$1.08		\$0.36		\$1.44	3.51%

CITY OF PLACENTIA EXHIBIT "A" BACK-UP

	(A) Service Fee	(B) CPI Adj.	(C) Adjusted Service Fee [(A)+(B)]	(D) Orange Co. Landfill	(E) Landfill Adjustment	(F) Adjusted Landfill Cost [(D)+(E)]	(G) Total Rate [(C)+(F)]	(H) Organic PI 1.35%	(I) Fees	(J) Total Rate Including Organics	(K) Franchise [15% of (G)]	(L) Admin. Strative [5% of (G)]	(M) Fees Paid to Placentia	Net Percent Rate Change
Commercial														
Commercial Barrel (Each)														
1 x p/wk (Max of Three)	\$11.02	\$0.64	\$16.97	\$5.00	\$0.12	\$5.92	\$24.89	\$41.66	\$3.35	\$45.00	\$7.76	\$1.24	\$9.00	3.16%
Each Additional Pickup Freq.(Max 3 X)	\$11.02	\$0.64	\$16.97	\$5.00	\$0.12	\$5.92	\$24.89	\$41.66	\$3.35	\$45.00	\$7.76	\$1.24	\$9.00	3.16%
Two Yard Containers														
One Pick-up Only	\$109.17	\$3.85	\$113.47	\$16.06	\$0.33	\$16.39	\$129.86	\$1.75	\$0.35	\$131.97	\$19.79	\$8.60	\$26.39	3.32%
Each Additional Pickup Freq.(Max 3 X)	\$27.22	\$2.01	\$69.27	\$16.06	\$0.33	\$16.39	\$75.96	\$1.02	\$0.20	\$76.89	\$11.54	\$3.84	\$15.38	3.19%
Non-Scheduled Pick-up	\$27.15	\$1.83	\$69.99	\$3.71	\$9.08	\$3.79	\$67.78	\$0.78	\$0.16	\$68.71	\$8.80	\$2.94	\$11.74	3.41%
Three Yard Containers														
First Pick-up	\$137.13	\$4.82	\$141.96	\$24.06	\$0.49	\$24.55	\$166.50	\$2.21	\$0.45	\$169.20	\$25.38	\$8.46	\$33.84	3.20%
Each Additional Pickup Freq.	\$38.89	\$2.60	\$76.70	\$24.06	\$0.49	\$24.55	\$101.25	\$1.37	\$0.27	\$102.99	\$15.44	\$5.14	\$20.58	3.15%
Non-Scheduled Pick-up	\$68.11	\$2.25	\$66.36	\$5.55	\$0.11	\$5.66	\$72.02	\$0.97	\$0.19	\$73.19	\$10.86	\$3.66	\$14.64	3.39%
Three Yard Marine Containers														
First Pick-up	\$137.13	\$4.82	\$141.96	\$36.24	\$0.74	\$36.98	\$178.93	\$2.42	\$0.48	\$161.63	\$27.25	\$9.69	\$36.37	3.20%
Each Additional Pickup Freq.	\$38.89	\$2.60	\$76.70	\$36.24	\$0.74	\$36.98	\$113.68	\$1.53	\$0.31	\$115.52	\$17.32	\$5.76	\$23.10	3.02%
Non-Scheduled Pick-up	\$68.10	\$2.25	\$66.36	\$5.55	\$0.11	\$5.66	\$72.01	\$0.97	\$0.19	\$73.18	\$10.86	\$3.66	\$14.64	3.39%
Three Yard Compactors														
First Pick-up	\$169.78	\$5.94	\$175.13	\$59.41	\$1.21	\$60.62	\$235.75	\$3.16	\$0.64	\$239.57	\$35.93	\$11.96	\$47.91	3.13%
Each Additional Pickup Freq.	\$106.36	\$3.73	\$110.10	\$59.41	\$1.21	\$60.62	\$170.72	\$2.30	\$0.46	\$173.48	\$26.03	\$8.67	\$34.70	2.86%
Non-Scheduled Pick-up	\$57.82	\$3.42	\$100.64	\$13.71	\$0.26	\$13.99	\$114.83	\$1.55	\$0.31	\$116.69	\$17.51	\$5.63	\$23.34	3.35%
Four Yard Containers														
First Pick-up	\$159.85	\$5.30	\$166.16	\$32.47	\$0.68	\$33.13	\$189.28	\$2.56	\$0.51	\$192.34	\$28.85	\$9.62	\$38.47	3.25%
Each Additional Pickup Freq.	\$41.81	\$2.86	\$84.37	\$32.47	\$0.66	\$33.13	\$117.50	\$1.39	\$0.32	\$119.40	\$17.81	\$5.57	\$23.00	3.06%
Non-Scheduled Pick-up	\$70.81	\$2.48	\$72.99	\$7.49	\$0.16	\$7.64	\$60.63	\$1.09	\$0.22	\$61.94	\$12.29	\$4.10	\$16.39	3.17%
Six Yard Containers														
First Pick-up	\$167.19	\$5.54	\$183.24	\$46.14	\$0.98	\$48.12	\$212.36	\$2.87	\$0.57	\$215.80	\$32.37	\$10.79	\$43.16	3.16%
Each Additional Pickup Freq.	\$48.27	\$2.99	\$88.20	\$46.14	\$0.98	\$48.12	\$137.32	\$1.86	\$0.37	\$139.55	\$20.93	\$6.96	\$27.91	2.88%
Non-Scheduled Pick-up	\$75.76	\$2.59	\$76.32	\$11.11	\$0.23	\$11.34	\$87.66	\$1.18	\$0.24	\$89.09	\$13.37	\$4.45	\$17.82	3.32%

CITY OF PLACENTIA EXHIBIT "A" BACK-UP

	(A) Service Fee	(B) CPI Adj.	=	(C) Adjusted Service Fee ((A)+(B))	(D) Orange Co. Level 1)	+	(E) Landfill Adjustment	=	(F) Adjusted Landfill Cost ((D)+(E))	(G) Total Rate ((C)+(F))	(H) Organic PI 1.35%	(I) Fran Fees	(J) Total Rate Including Organics	(K) Franchise 15% of (G)	+	(L) Administrative 5% of (G)	=	(M) Fees Paid to Placentia	Net Percent Rate Change
Commercial																			
Three Yard Construction Bin																			
First Pick-up	\$178.00	\$6.28		\$184.28	\$34.87		\$9.50		\$24.85	\$209.93	\$2.83	\$0.57	\$213.33	\$32.00		\$10.67	\$42.67	3.33%	
Each Additional Pick-up Freq.	\$27.88	\$3.06		\$30.94	\$24.06		\$9.49		\$24.55	\$114.86	\$1.55	\$0.31	\$116.72	\$17.50		\$5.84	\$23.34	3.19%	
Non-Scheduled Pick-up	\$66.11	\$2.25		\$68.36	\$5.55		\$9.11		\$5.88	\$72.02	\$0.97	\$0.19	\$73.19	\$10.98		\$3.66	\$14.64	3.39%	
Temp Three Yard Container - Non-Profits 3 Days + Dump																			
Each Additional Day	\$79.82	\$2.89		\$82.52	\$5.81		\$9.11		\$6.86	\$86.28	\$1.19	\$0.24	\$88.71	\$13.45		\$4.49	\$17.94	3.42%	
	\$6.79	\$0.24		\$6.99	n/a				\$6.99	\$6.99	N/A	N/A	N/A	\$1.05		\$0.35	\$1.40	3.51%	
Commercial Recycle Containers																			
Three Yard "Recycle" Containers:																			
First Pick-up	\$127.18	\$4.82		\$141.95	n/a				\$141.95	\$141.95	\$1.92	\$0.38	\$144.25	\$21.64		\$7.21	\$28.85	N/A	
Each Additional Pick-up Freq.	\$76.38	\$2.69		\$79.07	n/a				\$79.07	\$79.07	\$1.04	\$0.21	\$77.94	\$11.69		\$3.39	\$15.59	N/A	
Non-Scheduled Pick-up	\$64.11	\$2.25		\$66.36	n/a				\$66.36	\$66.36	\$0.90	\$0.16	\$67.44	\$10.12		\$3.37	\$13.49	N/A	
Containerized Bin (Trash)	\$127.18	\$4.82		\$141.95	n/a				\$141.95	\$141.95	\$1.92	\$0.38	\$144.26	\$21.64		\$7.21	\$28.85	N/A	
Commercial Special Services:																			
Pull Out Service																			
First Pick-up	\$57.58	\$1.96		\$57.58	n/a				\$57.58	\$57.58	N/A	N/A	N/A	\$8.66		\$2.88	\$11.54	3.51%	
Each Additional Pick up Freq	\$25.00	\$1.86		\$57.58	n/a				\$57.58	\$57.58	N/A	N/A	N/A	\$8.66		\$2.88	\$11.54	3.51%	
Non-Scheduled Pick up	\$57.58	\$1.96		\$57.58	n/a				\$57.58	\$57.58	N/A	N/A	N/A	\$8.66		\$2.88	\$11.54	3.51%	
Surcharge - Sunday Service																			
	\$13.24	\$0.45		\$13.24	n/a				\$13.24	\$13.24	N/A	N/A	N/A	\$1.93		\$0.66	\$2.65	3.51%	
Bin Exchange after One-Time p/Year																			
	\$83.87	\$2.89		\$83.87	n/a				\$83.87	\$83.87	N/A	N/A	N/A	\$12.59		\$4.20	\$16.79	3.51%	
Redelivery of Bin(s) - Non Payment																			
	\$85.14	\$2.89		\$85.14	n/a				\$85.14	\$85.14	N/A	N/A	N/A	\$12.77		\$4.26	\$17.03	3.51%	
Locking Latch Bins																			
Set-Up Cost	\$101.04	\$3.43		\$101.04	n/a				\$101.04	\$101.04	N/A	N/A	N/A	\$15.15		\$5.05	\$20.21	3.51%	
Monthly Maintenance Fee P/rip Freq.	\$2.24	\$0.05		\$2.24	n/a				\$2.24	\$2.24	N/A	N/A	N/A	\$0.34		\$0.11	\$0.45	3.51%	
Special Access f Code or Key Fee																			
	\$11.20	\$0.38		\$11.20	n/a				\$11.20	\$11.20	N/A	N/A	N/A	\$1.68		\$0.56	\$2.24	3.51%	
Container Steam Cleaning after 1x/Year																			
	\$107.85	\$3.66		\$107.85	n/a				\$107.85	\$107.85	N/A	N/A	N/A	\$16.16		\$5.39	\$21.57	3.51%	
Clean-Up/Disposal "Over the Top"																			
	\$39.20	\$1.33		\$39.20	n/a				\$39.20	\$39.20	N/A	N/A	N/A	\$5.88		\$1.96	\$7.84	3.51%	
Commercial Bulky-Item Pick-ups																			
Basic Charge - Two Items	\$47.68	\$1.62		\$47.68	n/a				\$47.68	\$47.68	N/A	N/A	N/A	\$7.16		\$2.38	\$9.54	3.51%	
Charge for each item over Two	\$6.81	\$0.23		\$6.81	n/a				\$6.81	\$6.81	N/A	N/A	N/A	\$1.02		\$0.34	\$1.36	3.51%	
Additional Fee Gas Recovery	\$47.68	\$1.62		\$47.68	n/a				\$47.68	\$47.68	N/A	N/A	N/A	\$7.16		\$2.38	\$9.54	3.51%	
Tilt Hopper Monthly Rental																			
Three Yard Bin Monthly Rental	\$43.67	\$1.45		\$43.67	n/a				\$43.67	\$43.67	N/A	N/A	N/A	\$6.55		\$2.18	\$8.73	3.51%	
	\$55.98	\$1.93		\$55.98	n/a				\$55.98	\$55.98	N/A	N/A	N/A	\$8.40		\$2.80	\$11.20	3.51%	

CITY OF PLACENTIA EXHIBIT "A" BACK-UP

	(A) Service Fee	(B) CPI Adj.	(C) Adjusted Service Fee ((A)+(B))	(D) Orange Co. Landfill	(E) Landfill Adjustment	(F) Adjusted Landfill Cost ((D)+(E))	(G) Total Rate ((C)+(F))	(H) Organic PI 1.5%	(I) Fees	(J) Total Rate Including Organics	(K) Franchise (15% of (J))	(L) Administrative (5% of (G))	(M) Fees Paid to Placentia	Net Percent Rate Change
Industrial Roll-Off Services														
Permanent Services														
15-Yard Demo Container	\$201.34	\$12.72	\$375.06	\$200.00	\$4.08	\$205.08	\$580.14	\$7.83	\$1.57	\$589.54	\$88.43	\$29.46	\$117.91	2.96%
15-Yard Demo Container - Clean Inerts	\$200.00	\$11.59	\$341.51	n/a		\$341.51	\$341.51	\$4.81	\$0.92	\$347.04	\$52.06	\$17.35	\$63.41	N/A
30-Yard Drop Off Container	\$422.07	\$12.03	\$454.60	\$167.50	\$3.40	\$170.90	\$525.50	\$7.09	\$1.42	\$534.01	\$80.10	\$26.70	\$106.80	3.02%
30-Yard Container - Green Waste	\$447.00	\$16.70	\$492.16	n/a		\$492.16	\$492.16	\$6.84	\$1.33	\$500.53	\$75.02	\$25.01	\$100.00	N/A
40-Yard Compactor	\$400.00	\$15.11	\$445.48	\$214.50	\$4.75	\$239.25	\$684.74	\$9.24	\$1.85	\$695.84	\$104.38	\$34.79	\$139.17	2.89%
Temporary Services														
15-Yard Demo Container	\$170.00	\$12.86	\$202.86	\$201.00	\$4.08	\$205.08	\$586.13	\$7.84	\$1.59	\$597.65	\$89.65	\$29.68	\$119.53	2.99%
15-Yard Demo Container - Clean Inerts	\$160.00	\$11.96	\$352.70	n/a		\$352.70	\$352.70	\$4.76	\$0.95	\$356.42	\$53.76	\$17.92	\$71.68	N/A
30-Yard Drop Off Container	\$320.00	\$12.64	\$372.53	\$167.50	\$3.40	\$170.90	\$543.43	\$7.24	\$1.47	\$552.23	\$82.84	\$27.61	\$110.45	3.04%
30-Yard Container - Green Waste	\$446.00	\$17.08	\$602.36	n/a		\$602.36	\$602.36	\$8.80	\$1.36	\$611.51	\$91.72	\$25.58	\$102.30	N/A
Overweight Surcharge p/ton (Actual weight over 8 tons/load)														
Trash Loads	\$17.66	\$0.62	\$18.22	\$33.50	\$0.68	\$34.18	\$52.40	\$0.71	\$0.14	\$53.25	\$7.99	\$2.66	\$10.65	2.54%
Clean Inerts	\$02.46	\$1.14	\$33.60	n/a		\$33.60	\$33.60	\$0.45	\$0.09	\$34.14	\$5.12	\$1.71	\$6.83	N/A
Clean Green Waste	\$02.88	\$1.49	\$43.86	n/a		\$43.86	\$43.86	\$0.59	\$0.12	\$44.69	\$6.71	\$2.23	\$8.94	N/A
Industrial Special Services														
Saturday Service - Per Pull	\$35.54	\$1.21	\$35.54	n/a		\$35.54	N/A	N/A	N/A	N/A	\$5.33	\$1.78	\$7.11	3.51%
Mandatory Signature Required - Per Pull	\$6.60	\$0.19	\$6.60	n/a		\$6.60	N/A	N/A	N/A	N/A	\$0.84	\$0.28	\$1.12	3.51%
Additional Days Yema R/O Per Day	\$13.60	\$0.46	\$13.60	n/a		\$13.60	N/A	N/A	N/A	N/A	\$2.04	\$0.58	\$2.72	3.51%
Stand-By Hourly Rate	\$85.14	\$2.89	\$85.14	n/a		\$85.14	N/A	N/A	N/A	N/A	\$12.77	\$4.26	\$17.03	3.51%
Relocation/Trip Charge/Dead Run	\$55.98	\$1.50	\$55.98	n/a		\$55.98	N/A	N/A	N/A	N/A	\$8.40	\$2.60	\$11.20	3.51%
Packer "Turn-A-Round" Surcharge Per Pull	\$11.20	\$0.38	\$11.20	n/a		\$11.20	N/A	N/A	N/A	N/A	\$1.66	\$0.56	\$2.24	3.51%
Heavy-Duty Truck Service - Per Pull	\$391.89	\$13.28	\$391.89	n/a		\$391.89	N/A	N/A	N/A	N/A	\$58.79	\$19.59	\$78.36	3.51%
R/O Container Steam Cleaning after 1x/Year	\$111.97	\$3.80	\$111.97	n/a		\$111.97	N/A	N/A	N/A	N/A	\$16.79	\$5.60	\$22.39	3.51%
Storage Container Rental / Delivery	\$88.45	\$3.00	\$88.45	n/a		\$88.45	N/A	N/A	N/A	N/A	\$13.27	\$4.42	\$17.89	3.51%
Storage Container Return \$10.00 - Per/Mile	\$1.23	\$0.04	\$1.23	n/a		\$1.23	N/A	N/A	N/A	N/A	\$0.19	\$0.06	\$0.25	2.91%

Bureau of Labor Statistics

**CPI-All Urban Consumers (Current Series)
Original Data Value**

Series Id: CUURS49ASA0
 Not Seasonally Adjusted
 Series Title: All items in Los Angeles-Long Beach-Anaheim,
 Area: Los Angeles-Long Beach-Anaheim, CA
 Item: All items
 Base Period: 1982-84=100
 Years: 2008 to 2018

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2008	220.918	221.431	223.606	224.625	226.651	229.033	229.886	228.484	227.449	226.159	222.229	219.620	225.008	224.377	225.638
2009	220.719	221.439	221.376	221.693	222.522	223.906	224.010	224.507	225.226	225.264	224.317	223.643	223.219	221.943	224.495
2010	224.610	224.620	225.483	225.916	226.438	225.877	225.991	226.373	226.048	226.794	225.941	226.639	225.894	225.491	226.298
2011	228.652	229.729	232.241	233.319	233.367	232.328	231.303	231.833	233.022	233.049	232.731	231.567	231.928	231.606	232.251
2012	233.441	234.537	236.941	236.866	237.032	236.025	235.776	237.222	238.104	240.111	237.675	236.042	236.648	235.807	237.488
2013	238.015	239.753	239.995	239.043	239.346	239.223	238.920	239.219	239.611	239.940	238.677	238.742	239.207	239.229	239.185
2014	239.857	241.059	242.491	242.437	243.362	243.528	243.727	243.556	243.623	243.341	241.753	240.475	242.434	242.122	242.746
2015	239.724	241.297	243.738	243.569	246.093	245.459	247.066	246.328	245.431	245.812	245.711	245.357	244.632	243.313	245.951
2016	247.155	247.113	247.873	248.368	249.554	249.789	249.784	249.700	250.145	251.098	250.185	250.189	249.246	248.309	250.184
2017	252.373	253.815	254.525	254.971	255.674	255.275	256.023	256.739	257.890	258.883	259.135	259.220	256.210	254.439	257.982
2018	261.235	263.012													

**EXHIBIT 1
CITY OF PLACENTIA**

Step 1. Calculate the Commercial Organics Program Cost

Description:

1. Use the table to calculate the updated annual organics program costs by entering data in Columns A, D and E in the highlighted and outlined boxes. See footnotes below for clarification on data entry. Any cell that is not highlighted and outlined is a calculation.
2. Enter most recent CPI adjustment in footnote 4 to automatically import into Rows 2 through 5, Column B.
3. Calculated result on Row 10 will be utilized in Step 3, Row 1 to calculate the rebalancing adjustment.

Step 1 - Calculate the annual organics program cost for the most recent 12 month period.										
Row	Cost Category	Unit Cost at Time of Last Adjustment (Column A) ⁽¹⁾		Adjustment Method (Column B)	Adjustment % to Unit Cost (Column C)	Updated Cost per Unit (Column D = Column A x [1+Column C])		Actual Number of Units (Column E)		Monthly Cost (Column F = Column D x Column E)
1	Processing - Pass Through	\$ 100.10	/ton ⁽²⁾⁽³⁾	Actual	4.9% ⁽³⁾	\$ 105.00	/ton ⁽³⁾	118	tons/month ⁽⁵⁾	\$ 12,390
2	Collection	\$ 105.78	/hour ⁽²⁾	CPI ⁽⁴⁾	10.0% ⁽⁴⁾	\$ 116.36	/hour	132	hours/month ⁽⁶⁾	\$ 15,359
3	Outreach	\$ 7,465	/year ⁽²⁾	CPI ⁽⁴⁾	10.0% ⁽⁴⁾	\$ 8,211.50	/year	12	months/year	\$ 684
4	Containers - Carts	\$ 0.50	/cart/month ⁽²⁾	CPI ⁽⁴⁾	10.0% ⁽⁴⁾	\$ 0.55	/cart/month	0	carts ⁽⁷⁾	\$ -
5	Containers- Bins	\$ 8.33	/bin/month ⁽²⁾	CPI ⁽⁴⁾	10.0% ⁽⁴⁾	\$ 9.16	/bin/month	90	bins ⁽⁷⁾	\$ 825
6	Subtotal (Sum of R1 through R5)									\$ 29,258
7	Contractor Margin at 10% (R6 x 10%)									\$ 2,926
8	Total Organics Program Monthly Cost (R6+R7)									\$ 32,184
9	Months per Year									12
10	Total Organics Program Annual Cost (R8 x R9)									\$ 386,209

⁽¹⁾ Original Unit Costs are based on the costs used in Exhibit 4 - Documentation of the Rebalancing Adjustment Factor.

⁽²⁾ For initial rebalancing on or before 7/1/2022, unit costs, except for processing costs as described in footnote 3, are initially set as shown in Exhibit 4. Unit Costs to be entered from previous rebalancing Column D Unit Costs in Exhibit 3, Step 1, if an additional rebalancing occurs per the guidelines of the Amendment Section 4.c.

⁽³⁾ Enter most recent organics processing cost per ton used to determine the sector-wide increase from Exhibit 2, Column D. Enter Updated Cost per Unit Category in Column D to automatically calculate the Adjustment % in Column C.

⁽⁴⁾ Use Consumer Price Index for All Urban Customers (CUURA421SA0). Adjustment to be calculated for 7/1/2022 (or earlier if applied prior to that under Section 4.c of the Amendment). As an example, if the first rebalancing adjustment is calculated for July 1, 2022, then the change in the CPI would be calculated based on the average annual CPI index for calendar year 2017 compared to the same index for calendar year 2021, a four-year change. Insert CPI adjustment percentage below for automatic calculation.

10.0% Insert CPI change since last rebalancing adjustment

⁽⁵⁾ Input average monthly tonnage from the most recent 12 months. Tonnage from routes that crossover City boundaries will be allocated to jurisdictions based on container capacity.

⁽⁶⁾ Input average monthly collection hours from the most recent 12 months. Route hours from routes that crossover City boundaries will be allocated to jurisdictions based on container capacity.

⁽⁷⁾ Input most recent available container count.

**EXHIBIT 3
CITY OF PLACENTIA**

Draft

Step 2. Calculate the Current Rate Revenues from the Commercial Organics Program

Description:

1. Enter the most recently available number of customers for each service level provided by Contractor in Column A.
2. Enter the current rates for organics under each service in Column B.
3. Upon data population, the monthly and annual program rate revenue will automatically calculate and be utilized in Step 3.

Step 2 - Calculate the annual rate revenue generated from the commercial organics program.				
Row #	Container Size and Frequency	Number of Customers for Each Service Level (Column A)	Current Rates for Organics Services (Column B)	Rate Revenue per Service Type (Column C = Column A x Column B)
	2 Yard Bin			
1	1x per week	114	\$ 125.68	\$ 14,327.52
2	2x per week			\$ -
3	3x per week			\$ -
	Cart Rate			
4	1x per week			\$ -
5	2x per week			\$ -
6	3x per week			\$ -
7	Sum of Organics Program Monthly Revenue (Sum R1 - R6)			\$ 14,327.52
8	Months per Year			12
9	Annual Organics Program Revenue (R7 x R8)			\$ 171,930.24

**EXHIBIT 3
CITY OF PLACENTIA**

Draft

Step 3. Calculation of the Difference Between Organics Program Cost and Revenue

Description:

1. Step 3 will automatically calculate by carrying data forward from Steps 1 and 2 to determine the difference between Organics Program Rate Revenue and Costs before applying the commercial sector-wide increase. Row 3 will be utilized in Step 5.

Step 3 - Calculate the difference between organics program rate revenue and costs before additional sector-wide increase.			
Row #	Line Item	Units	Notes
1	Annual Organics Program Cost	\$ 386,209 /year	From Step 1, Row 10
2	Annual Rate Revenue for Organics	\$ 171,930 /year	From Step 2, Row 9
3	Annual Difference (R1 - R2)	\$ 214,278 /year	Calculation R1 - R2

**EXHIBIT 3
CITY OF PLACENTIA**

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Step 4. Calculate the Negotiated Annual Program Costs.

Description:

1. Step 4 requires input of the most recent commercial and industrial rate revenue provided by Contractor (including the most recent CPI adjustment) and the previously applied sector-wide increase percentages in the highlighted and outlined cells. This step calculates the current negotiated cost of the commercial organics program. Row 5 will be utilized in Step 6.

Step 4 - Calculate the annual negotiated costs of the commercial organics program.			
Row #	Line Item	Units	Notes
1	Total commercial and industrial rate revenue	4,146,615 /year	For the most recent Fiscal Year.
2	Negotiated % sector-wide increase for commercial and industrial rates	2.70%	For the first rebalancing the percentage is the amount shown in this Exhibit. For subsequent rebalancing use the percentage from Step 7, Row
3	Cumulative Organic Waste processing component adjustments since the most recent rebalancing	0.12%	Cumulative of all sector-wide increases calculated by Exhibit 2 under the Amendment since the last rebalancing.
4	Cumulative negotiated sector-wide % increase (R2 + R3)	2.82%	Calculation R2 + R3
5	Annual Negotiated Costs of Organics Program (R1 x R4)	\$ 111,959 /year	Calculation R1 x R4

**EXHIBIT 3
CITY OF PLACENTIA**

Draft

Step 5. Calculate the New Funding Requirements

Description:

1. Upon completion of Steps 1-4, Step 5 will automatically calculate the new funding requirement in order to calculate the rebalanced sector-wide adjustment in subsequent steps.

Step 5 - Calculate the new funding requirement for sector-wide adjustment.			
Row #	Line Item	Units	Notes
1	Difference between commercial organics program revenue and costs	\$ 214,278 /year	From Step 3, Row 3 Previously negotiated rebalancing adjustment factor as documented in Exhibit 4. This factor does not change in future rebalancing.
2	Rebalancing adjustment factor	<u>1.13</u>	
3	New Funding Requirement for Rebalanced Sector-wide Adjustment (R1 x R2)	\$ 242,000 /year	

**EXHIBIT 3
CITY OF PLACENTIA**

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Step 6. Calculate the Rebalancing Percentage

Description:

1. Step 6 will automatically calculate the future sector-wide rebalancing percentage to be applied to commercial and industrial rates.

Step 6 - Calculate the future sector-wide rebalancing percentage to be applied to commercial and industrial rates.			
Row #	Line Item	Units	Notes
1	New funding requirement for rebalanced sector-wide adjustment	\$ 242,000 /year	From Step 5, Row 3
2	Negotiated cost of organics program	\$ 111,959 /year	From Step 4, Row 5
3	New funding requirement for new sector-wide adjustment (R1 - R2)	\$ 130,041 /year	
4	Total commercial and industrial rate revenue	\$ 4,146,615 /year	From Step 4, Row 1
5	Additional Percentage for Rebalancing (R3 ÷ R4)	3.14%	To be applied to the commercial and industrial rates with next annual CPI adjustment.

**EXHIBIT 3
CITY OF PLACENTIA**

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Step 7. Calculate Cumulative Sector-wide Increase Only if Rebalancing Mechanism is Implemented more than Once

Description:

NOTE: Step 7 will only be used if an additional rebalancing procedure is initiated, carry forward Step 7, Row 3 to Step 4, Row 2 of future rebalancing procedure.

Step 7 - Calculate the future sector-wide rebalancing percentage to be applied to commercial and industrial rates.			
Row #	Line Item	Units	Notes
1	Cumulative negotiated sector-wide increase	2.82%	From Step 4, Row 4
2	Additional percentage for current rebalancing adjustment	<u>3.14%</u>	From Step 6, Row 3
3	Cumulative Sector-wide Increase (R1 + R2)	5.96%	To be implemented in Step 4, Row 2 of future rebalancing procedures.



REPUBLIC
SERVICES

PUBLIC HEARING:
SOLID WASTE HANDLING SERVICES RATE ADJUSTMENT
AND RELATED RESOLUTIONS FOR FISCAL YEAR 2018-19

CITY COUNCIL MEETING
MAY 1, 2018



OVERVIEW

- I. Background
- II. California's Recycling Plan
- III. State Legislative Actions
- IV. Program Implementation

BACKGROUND

- Solid waste agreement with Republic became effective on July 20, 2010
- Notice of cancellation of automatic renewal was issued July 19, 2017
- Agreement will expire on November 11, 2037
- Rates are adjusted annually on July 1st based on CPI

CALIFORNIA'S RECYCLING PLAN

➤ GOALS

- Increase recycling
- Reduce emissions
- Reduce dependence on landfilling and waste exportation
- Increase composting facilities
- Locally produce renewable energy and green fuels
- Create more GREEN jobs
- Less reliance on international recycling market



STATE LEGISLATIVE ACTIONS

AB 341 Mandatory Commercial Recycling

Requires all businesses* and multifamily of 5 units or more that generate 4 cubic yards or more of trash per week to arrange for recycling services.**

* Businesses include schools, non-profits, industrial facilities.

AB 1826 Mandatory Commercial Organics Recycling (Tier 1)

Requires all businesses* and multifamily of 5 units or more that generate 8 cubic yards of organic*** waste per week to arrange for recycling services**.

** Includes subscribing for a recycling services through Republic Services. Alternative Compliance- AB 341 (drop off materials to recycling centers); AB 1826 (back haul program, food donations, feed livestock)

AB 1826 Mandatory Commercial Organics Recycling (Tier 2)

Requirement extended to all businesses* and multifamily of 5 units or more that generate 4 cubic yards of organic*** waste per week to arrange for recycling services**.

AB 1826 Mandatory Commercial Organics Recycling (Tier 3)

Requirement extended to all businesses* and multifamily of 5 units or more that generate 4 cubic yards of solid waste per week to arrange for recycling services**.

75% Recycling Goal & 50% Reduction of Organic Waste

*** Organic Waste Includes food waste and yard clippings

MANDATORY COMMERCIAL ORGANICS RECYCLING

➤ **AB 1826 - Food waste and other organics to be phased out of disposal tonnage. Phase in schedule for businesses:**

- April 1, 2016: 8 cubic yards of organic waste per week
- January 1, 2017: 4 cubic yards of organic waste per week
- January 1, 2019: 4 cubic yards or more of solid waste per week
- Summer/Fall 2021: 2 cubic yards of solid waste if organics disposal has not been reduced by 50% since 2014



PROPOSED COMMERCIAL ORGANICS PROGRAM

- Separate container for organics
 - 2 yard & 64 gallon container options
 - If CalRecycle requires Tier 4 (2 cubic yards of solid waste) to be implemented, Republic will offer a 35-gallon cart for customers with low generation of organics.
- Service offered up to 3X/week
- Initial and ongoing outreach
- Organics to be initially processed at a third-party processor.



COMMERCIAL ORGANICS PROGRAM RATES

Time	CPI Increase 3.51%	Landfill Cost Adjustment Fee	Commercial Sector-wide Adjustment 1.35%	City Fran. Fees	Waste Stream	Container Size	Collection Frequency		
							1x	2x	3x
Current					Trash	2 Cubic Yard Bin	\$125.68	N/A	N/A
July 1, 2018	\$3.85	\$0.33	\$1.75	\$0.35	Trash and Organics	2 Cubic Yard Bin	\$131.97	\$208.86	\$285.75
January 1, 2019	N/A	N/A	\$1.75	\$0.35	Trash and Organics	2 Cubic Yard Bin	\$133.72	\$210.61	\$288.71
July 1, 2018			N/A		Organics	65-Gallon Cart	\$45.00	\$90.00	\$135.00
Fall 2021			N/A		Organics	35-Gallon Cart	<i>If Tier 4 is implemented, rate will be equal to commercial "Barrel Service," currently \$24.12/month for 1x/week service.</i>		

RATE REBALANCING MECHANISM

- To be applied July 1, 2022 unless the organics tonnage threshold is achieved earlier
- Initial 2.7% sector-wide increase to be updated based on:
 - Organics Tonnage Collected
 - Number of Containers
 - Public Outreach Costs
 - Collection Hours

ORGANICS RATES OF SURROUNDING OC CITIES

Row	Rate	Fullerton	Garden Grove	Yorba Linda	Placentia
1.	Commercial Organics Sector-Wide Increase	3.0%	3.4%	3.2%	2.7%
2.	City Franchise & Administrative Fees	7%	7.25%	5%	20%
3.	Adjusted Organics Price Increase with City Fees (R1 x (1+R2))	3.21%	3.65%	3.36%	3.24%
4.	Phased-in Increase (50% of R3)	1.61%	1.82%	1.68%	1.62%

FOOD DONATION OPPORTUNITIES

- **Fill the Placentia Pantry** - The City of Placentia Neighborhood Services Division is available for food donations. Emergency food is distributed throughout the year for families in our community and can always use additional supplies. Donations of non-perishable food items can be dropped off Monday-Friday from 8:30 a.m. to 5:00 p.m. at the Whitten Community Center located at 900 S. Melrose Street in Placentia.
- **Waste Not OC** - a public-private coalition formed with the goal of eliminating hunger and reducing food waste by facilitating the donation of wholesome surplus food from permitted food facilities to local pantries. The overall vision of the coalition is to end hunger in Orange County (<https://www.wastenotoc.org/>).



MANDATORY COMMERCIAL RECYCLING

- **AB 341 – Requires all businesses and multifamily complexes of five (5) units or more that generate four (4) cubic yards or more of trash per week to recycle.**
 - Commercial recycling options for business :
 - Co-mingled Commercial Recycling - containers and service provided by Republic Services
 - Separating your recyclables and Self-hauling to a recycling center (No sub-contracting)
 - Republic Services will help customers evaluate commercial recycling needs, deliver recycling containers and establish service collection schedules. To implement the Mandatory Commercial Recycling Collection and Recycling Program, please contact Republic Services, at (714) 238-2444 or at republicservices.com

QUESTIONS

Contact information:
Republic Services
1131 N Blue Gum Street
Anaheim, CA 92806
(714) 238-3348

If you would like additional information regarding AB 341 and AB 1826, you may visit CalRecycle at:



REPUBLIC
SERVICES

<http://www.calrecycle.ca.gov/recycle/commercial/>
<http://www.calrecycle.ca.gov/recycle/commercial/organics/>