



## Regular Meeting Agenda

December 18, 2018

Placentia City Council

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

Rhonda Shader  
Mayor

Ward L. Smith  
Mayor Pro Tem

Craig S. Green  
Councilmember

Chad P. Wanke  
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**

**Phone: (714) 993-8117**  
**Fax: (714) 961-0283**  
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**administration@placentia.org**  
**Website: www.placentia.org**

### *Mission Statement*

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

### *Vision Statement*

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

Copies of all agenda materials are available for public review in the Office of the City Clerk, online at [www.placentia.org](http://www.placentia.org), and at 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 ACTING AS HOUSING SUCCESSOR AGENCY TO THE  
PLACENTIA REDEVELOPMENT AGENCY  
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY  
REGULAR MEETING AGENDA - CLOSED SESSION  
December 18, 2018  
4:00 p.m. – City Council Chambers  
401 E. Chapman Avenue, Placentia, CA**

**CALL TO ORDER:**

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

**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 54957.6  
**CONFERENCE WITH LABOR NEGOTIATOR**  
Agency Designated Representatives: Damien R. Arrula, City Administrator  
Rosanna Ramirez, Director of Administrative Services  
Employee Organizations: Placentia City Employees Association (PCEA), Placentia Police Officers Association (PPOA), Placentia Police Management Association (PPMA), and Unrepresented Employees
2. Pursuant to Government Code Section 54956.9(d)(2):  
**CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation**  
Significant exposure to litigation: (3 Cases)
3. Pursuant to Government Code Section 54956.8  
**CONFERENCE WITH REAL PROPERTY NEGOTIATOR**  
Property: 207-209 W. Crowther Avenue  
Agency Negotiator: Damien R. Arrula, City Administrator  
Negotiating Parties: USA Properties  
Under Negotiations: Price and Terms of Payment

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

**PLACENTIA CITY COUNCIL  
PLACENTIA CITY COUNCIL ACTING AS HOUSING SUCCESSOR AGENCY TO THE  
PLACENTIA REDEVELOPMENT AGENCY  
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY  
REGULAR MEETING AGENDA  
December 18, 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 Wanke  
Councilmember/Board Member Yamaguchi  
Mayor Pro Tem/Board Vice Chair Smith  
Mayor/Board Chair Shader

**INVOCATION:** Chaplain Kenneth Milhander

**PLEDGE OF ALLEGIANCE:**

**PRESENTATIONS:**

- a. **Presentation of a Certificate of Appreciation to Dan Chaney**  
Presenter: Mayor Shader and Chief of Police Lenyi
  
- b. **Introduction of New President of the Placentia Chamber of Commerce, Joe Rasic**

**CLOSED SESSION REPORT:**

**CITY ADMINISTRATOR REPORT:**

- **Homeless Task Force 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.i.):**

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 2018-19 Register for December 4, 2018**  
**Check Register**  
Fiscal Impact: \$1,515,728.15  
**Electronic Disbursement Register**  
Fiscal Impact: \$705,530.07  
**City Fiscal Year 2018-19 Register for December 18, 2018**  
**Check Register**  
Fiscal Impact: \$1,451,183.99  
**Electronic Disbursement Register**  
Fiscal Impact: \$729,166.43  
Recommended Action: It is recommended that the City Council:  
 1) Receive and file.
- 1.c. **Resolution for Grant Funds for the 2019 Bicycle Corridor Improvement Program Under the "Fixing America's Surface Transportation" Federal Transportation Act for the Proposed Atwood Recreation Trail**  
Fiscal Impact: There Is No Direct Fiscal Impact Associated with the Recommended Actions  
Recommended Action: It is recommended that the City Council:  
 1) Adopt Resolution No. R-2018-62, A resolution of the City Council of the City of Placentia, California authorizing an application for funds for Bicycle Corridor Improvement Program funded with Congestion Mitigation and Air Quality Improvement Program Funding under the Fixing America's Surface Transportation Federal Transportation Act for the proposed Atwood Recreation Trail; 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 Civil Source, Inc., for Engineering Design Services for the Residential Street Rehabilitation Project - Phase I**  
Fiscal Impact: Expense: \$ 44,000 Cumulative Contract Not-to-Exceed Amount  
 Budgeted: \$ 44,000 FY 2018-19 CIP Budget  
 No General Fund Dollars Will Be Used on This Project  
Recommended Action: It is recommended that the City Council:  
 1) Approve Amendment No. 1 to Professional Services Agreement with Civil Source, Inc. for an additional \$19,500 for design services, for a cumulative contract not-to-exceed amount of \$44,000; and  
 2) Authorize the City Administrator and/or his designee to execute all the necessary documents in a form approved by the City Attorney.
- 1.e. **Second Reading of Ordinance No. O-2018-09 of the City Council of the City of Placentia, California, Approving First Amendment to the Development Agreement for Development Project Mitigation Fee Loan with Mercy Housing California for the Placentia Veterans Village Development**  
Fiscal Impact: Prior Expense: \$305,653 Prior Development Impact Fees Deferral  
 Current Expense: \$582,850 Current Development Impact Fees Deferral  
 Offsetting Revenue: \$582,850 Development Project Mitigated Fee Loan  
 No General Fund Dollars Will Be Used for This Project  
Recommended Action: It is recommended that the City Council:  
 1) Waive full reading, by title only, and adopt Ordinance No. O-2018-09, An ordinance of the City Council of the City of Placentia, California approving First Amendment to the Development Agreement 2016-01 with Mercy Housing California related to the development of the +/- 3.65-acre property at 1924 Orangeview Avenue, Placentia, California; and

- 2) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

1.f. **Contract with Hinderliter, de Llamas and Associates (HdL) for Sales Tax Analysis and Auditing Services Pertaining to Transactions and Use Tax and Resolution Authorizing HdL Access to the City of Placentia's Transactions and Use Tax Information with the California Department of Tax and Fee Administration**

Fiscal Impact: Expense: \$ 1,200 Annual Cost Plus Contingent Fee Services  
Budgeted: Finance Department Professional Services Account  
FY 2018-19 Budget

Recommended Action: It is recommended that the City Council:

- 1) Approve Professional Services Agreement with Hinderliter, de Llamas and Associates (HdL) for a \$1,200 annual cost, plus contingent fee services; and
- 2) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney; and
- 3) Approve Resolution R-2018-63, A resolution of the City Council of the City of Placentia authorizing examination of sales, use and transactions tax records.

1.g. **Amendment No. 2 to Professional Services Agreement with Empire Media Productions for Media Production Services**

Fiscal Impact: Expense: Not-to-Exceed \$4,650 Monthly  
Revenue: Public, Educational, and Governmental (PEG) Funds

Recommended Action: It is recommended that the City Council:

- 1) Approve Amendment No. 2 to Professional Services Agreement with Empire Media Productions for Media Production Services on a month-to-month basis for a monthly amount not-to-exceed \$4,650; and
- 2) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

1.h. **Proposed Amendments to the Bylaws of the Economic Development Committee**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution R-2018-64, A resolution of the City Council of the City of Placentia, California amending the bylaws of the Economic Development Committee.

1.i. **Measure M (M2) Expenditure Report for Fiscal Year 2017-18**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2018-65, A resolution of the City Council of the City of Placentia, California, concerning the Measure M2 Expenditure Report for the City of Placentia for the Fiscal Year ending June 30, 2018.

## 2. PUBLIC HEARINGS:

- 2.a. **Development Plan Review (DPR) No. 2018-06, Use Permit (UP) No. 2018-06, Disposition and Development Agreement (DDA) No. 2018-02, and Addendum to Mitigated Negative Declaration (MND) No. 2017-03 to Develop a 116-Room Hotel and Associated Improvements on an Unimproved +/-2.1-Gross Acre Site Located at 380 S. Placentia Avenue, North of W. Crowther Avenue, South of W. Santa Fe Avenue (Placentia Hospitality, LLC)**
- Fiscal Impact: Revenue: \$ 211,775 Development Impact Fees  
\$ 1,552,000 Property Sale  
\$ 455,520 Annual Estimated Transit Occupancy Tax (TOT)
- Recommended Action: It is recommended that the City Council:
- 1) Open the Public Hearing concerning DPR 2018-06, UP 2018-06, and DDA 2018-02; and
  - 2) Receive the Staff Report, consider all public testimony, ask any questions of Staff; and
  - 3) Close the Public Hearing; and
  - 4) Adopt Resolution No. R-2018-66, A resolution of the City Council of the City of Placentia, California adopting an Addendum to Mitigated Negative Declaration (MND) 2017-03 and approval of Development Plan Review (DPR) No. 2018-06 and Use Permit (UP) No. 2018-06 for the proposed development, establishment, and operation of a five-story building on an unimproved +/- 2.1- acre site located at 380 S. Placentia Avenue; and
  - 5) Waive full reading, by title only, and introduce for first reading Ordinance No. O-2018-10, An ordinance of the City Council of the City of Placentia, California approving Disposition and Development Agreement 2018-02 with Fine Hospitality Group (Placentia Hospitality, LLC) related to the sale and terms for the transfer of ownership for an approximately 2.1-gross acre, unimproved site located at 380 S. Placentia Avenue, Placentia, California.

### HOUSING SUCCESSOR AGENCY

- 2.b. **Public Hearing and Consideration for the Disposition of Real Property Consisting of a Single Parcel Located at 229 Alta Street (APN 339-061-10) Owned by the City of Placentia Housing Successor Agency Where the Net Sales Proceeds Funds Will Be Deposited with the City of Placentia Housing Successor Agency**
- Fiscal Impact: Expense: \$ 21,000 Brokerage Services and 33433 Report  
Offsetting Revenue: \$420,000 Sale of the Property  
No General Fund Dollars Will Be Used on This Project
- Recommended Action: It is recommended that the Housing Successor Agency Board:
- 1) Open the Public Hearing concerning the disposition of real property consisting of a single parcel located at 229 Alta Street; and
  - 2) Receive the Staff Report, consider all public testimony, ask questions of Staff; and
  - 3) Close the Public Hearing; and
  - 4) Approve Resolution HSA-2018-03 A resolution of the City Council of the City of Placentia, California, acting as the Housing Successor Agency to the Placentia Redevelopment Agency of the City of Placentia making findings pursuant to Health and Safety Code Section 33433 and approving a Purchase and Sale Agreement and Joint Escrow Instructions with Kapil Verma for real property located at 229 Alta Street and authorizing the sale of property in connection therein; and
  - 5) Approve the Purchase and Sale Agreement and Joint Escrow Instructions with Kapil Verma for Real Property located at 229 Alta Street; and
  - 6) Authorize the City Administrator/Executive Director to execute the necessary documents, in a form approved by the City Attorney.

### 3. REGULAR AGENDA:

#### 3.a. Annual City Council Appointments to Various Intergovernmental Agencies, Associations, and City Subcommittees

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Review the attached list of current appointments to the various intergovernmental agencies, associations, and City subcommittees and make appointments as desired; and
- 2) Adopt Resolution No. R-2018-67, A resolution of the City Council of the City of Placentia, California, designating and appointing its representative to the Orange County Fire Authority Board of Directors (if needed); and
- 3) Direct Staff to notify the various intergovernmental agencies, associations, and City subcommittees of the City Council appointments.

#### 3.b. New City of Placentia Website Preview

Fiscal Impact: Expense: Included in CivicPlus Annual Fee of \$6,750

Revenue: Public, Educational, and Governmental (PEG) Funds

Recommended Action: It is recommended that the City Council:

- 1) Receive the presentation from Staff on the proposed website; and
- 2) Ask any questions of Staff and provide feedback on the proposed website; and
- 3) Receive and file this report.

### CITY COUNCIL/BOARD MEMBERS REQUESTS:

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

### ADJOURNMENT:

The City Council/Successor Agency/ICDA Agency Board of Directors will adjourn to Tuesday, January 15, 2019 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:

- Award of Construction Contract for Pedestrian Accessibility Project Phase VII
- Ordinance Regarding the Disposition and Development Agreement to Develop 116 Room Hotel at 380 S. Placentia Avenue
- Investment Policy 2019
- Fourth Quarter Fiscal Year 2017-18 Treasurer's Report
- Recognized Obligation Payment Schedule (ROPS 19-20) for July 1, 2019 through June 30, 2020

### CERTIFICATION OF POSTING

I, Rosanna Ramirez, Director of Administrative Services of the City of Placentia and Assistant Secretary of the Industrial Commercial Development Authority and Successor Agency, hereby certify that the Agenda for the December 18, 2018 meetings of the City Council, Successor Agency, and Industrial Commercial Development Authority was posted on December 13, 2018.

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Rosanna Ramirez, Director of Administrative Services

**City of Placentia**  
**Check Register**  
For 12/4/2018

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
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Fund Name	Check Totals by Fund
101-General Fund (0010)	984,554.69
205-State Gas Tax (0017)	79,601.02
208-Scssr Agency Ret Oblg (0054)	357.51
209-State Gas Tax - RMRA (0060)	10,100.00
210-Measure M (0018)	34,242.63
215-Air Quality Management (0019)	983.03
224-Asset Seiz 15% Training (0073)	1,416.12
225-Asset Seizure (0021)	1.02
227-Explorer Grant NOC (0076)	12.81
228-NOC-Public Safety Grant(0061)	21,320.56
229-Comm Trans Hous Grant (0062)	213.26
233-Gen Plan Update Fees (0074)	7,946.00
242-City Pub Sfty Impct Fee (0067)	10,322.00
250-Thoroughfare Constcton (0026)	58,134.00
260-Street Lighting Distret (0028)	30,461.98
265-Landscape Maintenance (0029)	15,187.85
270-CDBG Fund (0030)	1,000.00
275-Sewer Maintenance (0048)	14,740.46
280-Misc Grants Fund (0050)	196.75
401-City Capital Projects (0033)	1,440.00
501-Refuse Administration (0037)	232,063.62
601-Employee Health & Wlfre (0039)	2,528.34
701-Special Deposits (0044)	8,904.50

Void Total: 810.34  
Check Total: 1,515,728.15

Check Total: 1,515,728.15

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

**1. b.**  
**December 18, 2018**

**City of Placentia  
Check Register  
For 11/27/2018**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
RV	LEUNG, CHRISTOPHER V011047	VETERANS DAY STUDENT SPEAKER	101511-6301 / 79466-6301 Special Department Supplies	AP110818	100.00	110618CL		00099658	11/08/2018
				<b>Check Total:</b>	<b>100.00</b>				
RV	REASONABLE ROOFING V010044	CREDIT - PLANTS, MATERIALS	101904-6185 Construction Services	AP110818	-80.81	87410449-001		00099676	11/08/2018
RV	REASONABLE ROOFING V010044	ROSE MEDIAN PLANTS, MATERIALS	101904-6185 Construction Services	AP110818	791.15	87491005-001		00099676	11/08/2018
				<b>Check Total:</b>	<b>710.34</b>				
				<b>Type Total:</b>	<b>810.34</b>				
				<b>Void Total:</b>	<b>810.34</b>				

**City of Placentia  
Check Register  
For 11/27/2018**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
MW OH	AFTERMATH SERVICES LLC V009949	CPD UNIT 14 HAZ MAT CLEAN UP	103043-6099 Professional Services	AP110818	245.00 JC2018-2127		00099626	11/08/2018
				<b>Check Total:</b>	<b>245.00</b>			
MW OH	ALL CITY MANAGEMENT V000005	10/7-20 CROSSING GUARD SVS	103047-6290 Dept. Contract Services	AP110818	3,393.25 57105	P11361	00099627	11/08/2018
				<b>Check Total:</b>	<b>3,393.25</b>			
MW OH	AMERICAN OFFICE V009212	OFFICE FURNITURE	103654-6130 Repair & Maint/Facilities	AP110818	1,923.34 10147		00099628	11/08/2018
				<b>Check Total:</b>	<b>1,923.34</b>			
MW OH	AT & T MOBILITY V008709	9/8-10/7 IPAD CHARGES	109595-6215 Telephone	AP110818	598.55 X10152018		00099629	11/08/2018
				<b>Check Total:</b>	<b>598.55</b>			
MW OH	BALLOONS PLUS V011001	VETERANS VILLAGE BALLOONS	109595-6999 Other Expenditure	AP110818	475.06 11011		00099630	11/08/2018
				<b>Check Total:</b>	<b>475.06</b>			
MW OH	BREA ROOFING V003463	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP110818	100.00 30-18-17		00099631	11/08/2018
				<b>Check Total:</b>	<b>100.00</b>			
MW OH	CALIFORNIA DENTAL V008102	NOV DENTAL INSURANCE PMT	395000-4720 ISF Dental Ins Reimbursement	AP110818	618.84 NOVEMBER 18		00099632	11/08/2018
MW OH	CALIFORNIA DENTAL V008102	NOV DENTAL INSURANCE PMT	395083-5162 Dental Insurance Premiums	AP110818	154.42 NOVEMBER 18		00099632	11/08/2018
				<b>Check Total:</b>	<b>773.26</b>			
MW OH	CALIFORNIA POLICE CHIEFS V000196	ACPLUNCHEON - LENYI, BUTTS	733041-6250 Staff Training	AP110818	80.00 11811		00099633	11/08/2018
				<b>Check Total:</b>	<b>80.00</b>			
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Supplies	AP110818	320.80 71981760		00099634	11/08/2018
MW OH	CALMAT CO.	ASPHALT	103652-6301	AP110818	320.02 71986548		00099634	11/08/2018

**City of Placentia**  
**Check Register**  
**For 11/27/2018**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010007		Special Department Supplies						
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Supplies	AP110818	323.16	72003808		00099634	11/08/2018
				<b>Check Total:</b>	<b>963.98</b>				
MW OH	CARASOFT TECHNOLOGY V010983	DOCUSIGN ANNUAL FEE	101523-6136 Software Maintenance	AP110818	4,900.00	IN581173		00099635	11/08/2018
				<b>Check Total:</b>	<b>4,900.00</b>				
MW OH	CIVIL SOURCE INC V010462	SEPT STREET REHAB MGMNT SVS	601906-6185 Construction Services	AP110818	10,100.00	104628	P11432	00099636	11/08/2018
				<b>Check Total:</b>	<b>10,100.00</b>				
MW OH	COMLOCK V003166	KEYS	103654-6301 Special Department Supplies	AP110818	168.41	813223		00099637	11/08/2018
MW OH	COMLOCK V003166	KEYS	103654-6301 Special Department Supplies	AP110818	9.43	813339		00099637	11/08/2018
				<b>Check Total:</b>	<b>177.84</b>				
MW OH	COMMERCIAL AQUATIC V005203	OCT GOMEZ POOL MAINT	103654-6130 Repair & Maint/Facilities	AP110818	328.54	I180151		00099638	11/08/2018
MW OH	COMMERCIAL AQUATIC V005203	OCT WHITTEN POOL MAINT	103654-6130 Repair & Maint/Facilities	AP110818	300.00	I180152		00099638	11/08/2018
				<b>Check Total:</b>	<b>628.54</b>				
MW OH	COUNTY OF ORANGE V000715	OCT-DEC 800MHZ COSTS	673043-6137 Repair Maint/Equipment	AP110818	10,322.00	SC11259	P11385	00099639	11/08/2018
				<b>Check Total:</b>	<b>10,322.00</b>				
MW OH	D & D SERVICES INC. V007321	OCT-DEC ANIMAL DISPOSAL SVS	103652-6301 Special Department Supplies	AP110818	735.00	84641		00099640	11/08/2018
				<b>Check Total:</b>	<b>735.00</b>				
MW OH	DE GENOVA, JON V011044	CLASS REFUND	100000-4340 / 79348-4340 Recreation Programs	AP110818	48.00	2002377.002		00099641	11/08/2018
				<b>Check Total:</b>	<b>48.00</b>				

**City of Placentia  
Check Register  
For 11/27/2018**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	DFS FLOORING INC V000099	OCT CARPET CLEANING	103654-6130 Repair & Maint/Facilities	AP110818	665.00	305887		00099642	11/08/2018
					<b>Check Total:</b>	<b>665.00</b>			
MW OH	FIS V008518	SEPT B/L INTERCHANGE FEES	102020-6025 Third Party Administration	AP110818	18.21	34471860		00099643	11/08/2018
					<b>Check Total:</b>	<b>18.21</b>			
MW OH	GOLDEN STATE WATER V000928	AUG-OCT WATER CHARGES	109595-6335 Water	AP110818	10,567.54	101618		00099644	11/08/2018
MW OH	GOLDEN STATE WATER V000928	AUG-OCT WATER CHARGES	296561-6335 Water	AP110818	7,100.27	101918		00099644	11/08/2018
MW OH	GOLDEN STATE WATER V000928	AUG-OCT WATER CHARGES	109595-6335 Water	AP110818	18,823.30	101918		00099644	11/08/2018
MW OH	GOLDEN STATE WATER V000928	AUG-OCT WATER CHARGES	109595-6335 / 21010-6335 Water	AP110818	587.48	101918		00099644	11/08/2018
					<b>Check Total:</b>	<b>37,078.59</b>			
MW OH	GOMEZ, JOHN V010918	PD TRAINING MEALS, MILEAGE	733041-6250 Staff Training	AP110818	64.44	JG116818MM		00099645	11/08/2018
					<b>Check Total:</b>	<b>64.44</b>			
MW OH	GOOD TIMES TRAVEL INC V010819	10/29 EXCURSION REG	0044-2056 CS Good Times Travel Deposits	AP110818	188.00	CP102918		00099646	11/08/2018
					<b>Check Total:</b>	<b>188.00</b>			
MW OH	GST V009410	SEPT IT SERVICES & MAINT	101523-6290 Dept. Contract Services	AP110818	8,278.00	INV25011	P11379	00099647	11/08/2018
MW OH	GST V009410	OCT IT SERVICES & MAINT	101523-6290 Dept. Contract Services	AP110818	8,278.00	INV26491	P11379	00099647	11/08/2018
					<b>Check Total:</b>	<b>16,556.00</b>			
MW OH	HAZ PARTY RENTALS V000462	CANOPIES, TABLES, CHAIR RENTAL	104078-6299 Other Purchased Services	AP110818	6,335.00	37443		00099648	11/08/2018
MW OH	HAZ PARTY RENTALS	VETERANS EVENT RENTALS	109595-6999	AP110818	2,508.80	37602		00099648	11/08/2018

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	V000462		Other Expenditure						
				<b>Check Total:</b>	<b>8,843.80</b>				
MW OH	HEALTHPOINTE MEDICAL V010713	PRE-EMPLOYMENT EXAMS	101512-6099 Professional Services	AP110818	412.00	30601-2681795		00099649	11/08/2018
				<b>Check Total:</b>	<b>412.00</b>				
MW OH	HIGH PEAKS PLANNING LLC V010423	SEPT GENERAL PLAN UPDATE SVS	749822-6017 Special Studies	AP110818	4,322.50	GPU 2018-19	P11374	00099650	11/08/2018
MW OH	HIGH PEAKS PLANNING LLC V010423	SEPT GENERAL PLAN UPDATE SVS	749822-6017 Special Studies	AP110818	217.50	GPU 2018-19	P11448	00099650	11/08/2018
				<b>Check Total:</b>	<b>4,540.00</b>				
MW OH	ICMA RETIREMENT TRUST V010029	P/E 11/3/18 PD 11/9/18	0037-2170 Deferred Comp Payable - ICMA	AP110818	145.75	110918A		00099651	11/08/2018
MW OH	ICMA RETIREMENT TRUST V010029	P/E 11/3/18 PD 11/9/18	0029-2170 Deferred Comp Payable - ICMA	AP110818	90.63	110918A		00099651	11/08/2018
MW OH	ICMA RETIREMENT TRUST V010029	P/E 11/3/18 PD 11/9/18	0054-2170 Deferred Comp Payable - ICMA	AP110818	237.01	110918A		00099651	11/08/2018
MW OH	ICMA RETIREMENT TRUST V010029	P/E 11/3/18 PD 11/9/18	0048-2170 Deferred Comp Payable - ICMA	AP110818	201.26	110918A		00099651	11/08/2018
MW OH	ICMA RETIREMENT TRUST V010029	P/E 11/3/18 PD 11/9/18	0010-2170 Deferred Comp Payable - ICMA	AP110818	2,216.89	110918A		00099651	11/08/2018
				<b>Check Total:</b>	<b>2,891.54</b>				
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	101904-6185 Construction Services	AP110818	197.61	3497525-01		00099652	11/08/2018
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	101904-6185 Construction Services	AP110818	309.40	3504440-01		00099652	11/08/2018
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	101904-6185 Construction Services	AP110818	685.29	3521246-00		00099652	11/08/2018
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	101904-6185 Construction Services	AP110818	339.07	3530241-00		00099652	11/08/2018

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MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6130 Repair & Maint/Facilities	AP110818	62.57 3532371-00		00099652	11/08/2018
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	101904-6185 Construction Services	AP110818	542.10 3537028-00		00099652	11/08/2018
<b>Check Total:</b>					<b>2,136.04</b>			
MW OH	JOE BACKFLOW CO. V009867	BACKFLOW TESTING SVS	103655-6290 Dept. Contract Services	AP110818	1,265.00 2154		00099653	11/08/2018
MW OH	JOE BACKFLOW CO. V009867	BACKFLOW TESTING SVS	103655-6290 Dept. Contract Services	AP110818	2,007.50 2176		00099653	11/08/2018
MW OH	JOE BACKFLOW CO. V009867	REPAIR BACKFLOW DEVICE	103655-6290 Dept. Contract Services	AP110818	464.00 2181		00099653	11/08/2018
<b>Check Total:</b>					<b>3,736.50</b>			
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 11/3 PD 11/9	0010-2131 Employer PARS/ARS Payable	AP110818	1,082.41 110918A		00099654	11/08/2018
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 11/3 PD 11/9	0054-2131 Employer PARS/ARS Payable	AP110818	85.70 110918A		00099654	11/08/2018
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 11/3 PD 11/9	0048-2131 Employer PARS/ARS Payable	AP110818	267.36 110918A		00099654	11/08/2018
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 11/3 PD 11/9	0029-2131 Employer PARS/ARS Payable	AP110818	115.74 110918A		00099654	11/08/2018
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 11/3 PD 11/9	0037-2131 Employer PARS/ARS Payable	AP110818	176.14 110918A		00099654	11/08/2018
<b>Check Total:</b>					<b>1,727.35</b>			
MW OH	JOHNSON CONTROLS FIRE V010833	SEPT-AUG ALARM MONITORING SVS	03654-6127 Alarm Monitoring	AP110818	467.89 20397374A		00099655	11/08/2018
<b>Check Total:</b>					<b>467.89</b>			
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - MCKENZIE	613041-6360 / 50040-6360 Uniforms	AP110818	268.27 700019639		00099656	11/08/2018
MW OH	KEYSTONE UNIFORMS	PD UNIFORMS - DAVIS	613041-6360 / 50040-6360	AP110818	227.32 700020700		00099656	11/08/2018

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	V009178		Uniforms						
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - AGUILERA	613041-6360 / 50067-6360 Uniforms	AP110818	64.61	700020749		00099656	11/08/2018
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - GOMEZ	613041-6360 / 50067-6360 Uniforms	AP110818	56.02	700021231		00099656	11/08/2018
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - GLOE	103047-6360 / 50045-6360 Uniforms	AP110818	75.41	700021239		00099656	11/08/2018
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - DEAN	103047-6360 / 50045-6360 Uniforms	AP110818	310.28	700021324		00099656	11/08/2018
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - DEAN	103047-6360 / 50045-6360 Uniforms	AP110818	88.34	700021427		00099656	11/08/2018
<b>Check Total:</b>					<b>1,090.25</b>				
MW OH	LA SERNA HIGH SCHOOL V011045	HERITAGE BAND REVIEW REFUND	100000-4346 Heritage Festival	AP110818	75.00	10312018		00099657	11/08/2018
<b>Check Total:</b>					<b>75.00</b>				
MW OH	LOVATO, RACHEL V011048	DEPOSIT REFUND - BACKS BLDG	100000-4385 Facility Rental	AP110818	150.00	2002380.002		00099659	11/08/2018
<b>Check Total:</b>					<b>150.00</b>				
MW OH	M JACK BROOKS JD V010723	OCT SR. HR ANALYST SVS	101512-6099 Professional Services	AP110818	7,968.75	102018 PHR		00099660	11/08/2018
<b>Check Total:</b>					<b>7,968.75</b>				
MW OH	MARIPOSA LANDSCAPES INC V000647	OCT LANDSCAPE MAINT - LIBRARY	103655-6115 / 21008-6115 Landscaping	AP110818	1,492.67	82411	P11384	00099661	11/08/2018
MW OH	MARIPOSA LANDSCAPES INC V000647	OCT LANDSCAPE MAINT - LMD	296561-6115 Landscaping	AP110818	6,040.63	82411	P11384	00099661	11/08/2018
MW OH	MARIPOSA LANDSCAPES INC V000647	OCT LANDSCAPE MAINT	103655-6115 Landscaping	AP110818	3,643.37	82411	P11384	00099661	11/08/2018
MW OH	MARIPOSA LANDSCAPES INC V000647	OCT LANDSCAPE MAINT	173555-6115 Landscaping	AP110818	9,142.92	82411	P11384	00099661	11/08/2018

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				<b>Check Total:</b>	<b>20,319.59</b>				
MW OH	MC ADAM, JUSTIN V009932	DEPOSIT REFUND - BACKS BLDG	100000-4340 Recreation Programs	AP110818	150.00	2002378.002		00099662	11/08/2018
				<b>Check Total:</b>	<b>150.00</b>				
MW OH	MORTENSEN, MATTHEW V009907	VETERANS DAY EVENT BUGLER	101511-6301 / 79466-6301 Special Department Supplies	AP110818	100.00	110618		00099663	11/08/2018
				<b>Check Total:</b>	<b>100.00</b>				
MW OH	NICKEY PETROLEUM V000696	GASOLINE	103658-6345 Gasoline & Diesel Fuel	AP110818	27,530.75	340470	P11377	00099664	11/08/2018
				<b>Check Total:</b>	<b>27,530.75</b>				
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103550-6315 Office Supplies	AP110818	32.29	62351		00099665	11/08/2018
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103550-6315 Office Supplies	AP110818	21.95	62363		00099665	11/08/2018
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103550-6315 Office Supplies	AP110818	15.72	62371		00099665	11/08/2018
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103550-6315 Office Supplies	AP110818	27.11	62397		00099665	11/08/2018
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102531-6315 Office Supplies	AP110818	13.13	62444		00099665	11/08/2018
				<b>Check Total:</b>	<b>110.20</b>				
MW OH	ORANGE COUNTY SHERIFF'S V003655	DRIVING SIMULATOR REG	733041-6250 Staff Training	AP110818	4.60	111318-GLOE		00099666	11/08/2018
				<b>Check Total:</b>	<b>4.60</b>				
MW OH	ORANGE COUNTY V007306	1ST QTR ANIMAL CONTROL SVS	103045-6280 Animal Control Services	AP110818	54,495.72	AC1990022	P11367	00099667	11/08/2018
				<b>Check Total:</b>	<b>54,495.72</b>				
MW OH	PACIFIC COMPLIANCE V009292	FUEL PUMP TESTING	103658-6301 Special Department Supplies	AP110818	365.00	4015		00099668	11/08/2018

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				<b>Check Total:</b>	<b>365.00</b>				
MW OH	PERRIN, PAUL L V010648	PRE-EMPLOYMENT POLYGRAPH	103040-6099 Professional Services	AP110818	225.00	18-10		00099669	11/08/2018
				<b>Check Total:</b>	<b>225.00</b>				
MW OH	PLACENTIA ROUND TABLE V006507	DEPOSIT-EMPLOYEE HOLIDAY	109595-6301 Special Department Supplies	AP110818	250.00	103018		00099670	11/08/2018
				<b>Check Total:</b>	<b>250.00</b>				
MW OH	PLAYERSPACE INC V010755	PYB MANAGEMENT SOFTWARE	104070-6099 Professional Services	AP110818	312.50	3245		00099671	11/08/2018
				<b>Check Total:</b>	<b>312.50</b>				
MW OH	PRINCIPAL LIFE V008141	OCT DENTAL INSURANCE PREMIUMS	95000-4720 ISF Dental Ins Reimbursement	AP110818	907.12	OCTOBER 2018		00099672	11/08/2018
MW OH	PRINCIPAL LIFE V008141	OCT DENTAL INSURANCE PREMIUMS	95083-5162 Dental Insurance Premiums	AP110818	847.96	OCTOBER 2018		00099672	11/08/2018
				<b>Check Total:</b>	<b>1,755.08</b>				
MW OH	PROFESSIONAL TURF V010104	TUFFREE FIELD REPAIRS	104071-6301 Special Department Supplies	AP110818	4,708.00	6295	P11441	00099673	11/08/2018
				<b>Check Total:</b>	<b>4,708.00</b>				
MW OH	PSYCHOLOGICAL V009259	PRE-EMPLOYMENT PSYCH EXAM SVS	1512-6099 Professional Services	AP110818	800.00	523452		00099674	11/08/2018
				<b>Check Total:</b>	<b>800.00</b>				
MW OH	RATHOD, KIRAN V009466	DEPOSIT REFUND - WHITTEN	100000-4340 Recreation Programs	AP110818	150.00	2002379.002		00099675	11/08/2018
				<b>Check Total:</b>	<b>150.00</b>				
MW OH	RWG LAW V010776	SEPT LEGAL SERVICES	101005-6005 Legal Services	AP110818	7,304.62	218965		00099677	11/08/2018
				<b>Check Total:</b>	<b>7,304.62</b>				
MW OH	SAGECREST PLANNING AND V010576	DOCT PLAN CHECK SVS	102532-6290 Dept. Contract Services	AP110818	10,829.00	1243	P11447	00099678	11/08/2018

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				<b>Check Total:</b>	<b>10,829.00</b>				
MW OH	SITEONE LANDSCAPE V011004	ROSE MEDIAN PLANTS, MATERIALS	101904-6185 Construction Services	AP110818	11,498.54	87072348-001		00099679	11/08/2018
MW OH	SITEONE LANDSCAPE V011004	ROSE MEDIAN PLANTS, MATERIALS	101904-6185 Construction Services	AP110818	5,555.18	87342319-001		00099679	11/08/2018
MW OH	SITEONE LANDSCAPE V011004	ROSE MEDIAN PLANTS, MATERIALS	101904-6185 Construction Services	AP110818	80.81	87364861-001		00099679	11/08/2018
MW OH	SITEONE LANDSCAPE V011004	CREDIT - PLANTS, MATERIALS	101904-6185 Construction Services	AP110818	-2,144.23	87413403-001		00099679	11/08/2018
				<b>Check Total:</b>	<b>14,990.30</b>				
MW OH	STATE OF CALIFORNIA V006581	PROFESSIONAL ENGINEER LICENSE	103551-6255 Dues & Memberships	AP110818	115.00	102218		00099680	11/08/2018
				<b>Check Total:</b>	<b>115.00</b>				
MW OH	STAUFFER MIDDLE SCHOOL V011046	HERITAGE BAND REVIEW REFUND	100000-4346 Heritage Festival	AP110818	50.00	10312018		00099681	11/08/2018
				<b>Check Total:</b>	<b>50.00</b>				
MW OH	SUNSTATE EQUIPMENT CO. V000963	HERITAGE EQUIPMENT RENTALS	104078-6299 Other Purchased Services	AP110818	522.16	7719077-001		00099682	11/08/2018
MW OH	SUNSTATE EQUIPMENT CO. V000963	HERITAGE EQUIPMENT RENTALS	104078-6299 Other Purchased Services	AP110818	539.86	7719078-001		00099682	11/08/2018
MW OH	SUNSTATE EQUIPMENT CO. V000963	HERITAGE EQUIPMENT RENTALS	104078-6299 Other Purchased Services	AP110818	289.86	7719166-001		00099682	11/08/2018
MW OH	SUNSTATE EQUIPMENT CO. V000963	HERITAGE EQUIPMENT RENTALS	104078-6299 Other Purchased Services	AP110818	339.69	7719168-001		00099682	11/08/2018
MW OH	SUNSTATE EQUIPMENT CO. V000963	HERITAGE EQUIPMENT RENTALS	104078-6299 Other Purchased Services	AP110818	85.98	7719169-001		00099682	11/08/2018
MW OH	SUNSTATE EQUIPMENT CO. V000963	HERITAGE EQUIPMENT RENTALS	104078-6299 Other Purchased Services	AP110818	85.98	7719170-001		00099682	11/08/2018
MW OH	SUNSTATE EQUIPMENT CO. V000963	HERITAGE EQUIPMENT RENTALS	104078-6299 Other Purchased Services	AP110818	85.98	7719171-001		00099682	11/08/2018

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	V000963		Other Purchased Services						
MW OH	SUNSTATE EQUIPMENT CO. HERITAGE EQUIPMENT RENTALS V000963		104078-6299 Other Purchased Services	AP110818	1,042.86	7719172-001		00099682	11/08/2018
MW OH	SUNSTATE EQUIPMENT CO. HERITAGE EQUIPMENT RENTALS V000963		104078-6299 Other Purchased Services	AP110818	85.98	7719173-001		00099682	11/08/2018
MW OH	SUNSTATE EQUIPMENT CO. HERITAGE EQUIPMENT RENTALS V000963		104078-6299 Other Purchased Services	AP110818	98.35	7720267-001		00099682	11/08/2018
<b>Check Total:</b>					<b>3,176.70</b>				
MW OH	SUPERION LLC V005987	UPGRADE ELF FORM	101523-6136 Software Maintenance	AP110818	300.00	218031		00099683	11/08/2018
MW OH	SUPERION LLC V005987	MAY-AUG BI-TECH UPGRADE SVS	106902-6899 Other Capital Outlay	AP110818	11,412.00	213275	P11446	00099683	11/08/2018
MW OH	SUPERION LLC V005987	8/12-18 BI-TECH UPGRADE SVS	106902-6899 Other Capital Outlay	AP110818	280.00	214311	P11446	00099683	11/08/2018
MW OH	SUPERION LLC V005987	8/19-25 BI-TECH UPGRADE SVS	106902-6899 Other Capital Outlay	AP110818	200.00	214663	P11446	00099683	11/08/2018
MW OH	SUPERION LLC V005987	9/2-8 BI-TECH UPGRADE SVS	106902-6899 Other Capital Outlay	AP110818	280.00	215213	P11446	00099683	11/08/2018
MW OH	SUPERION LLC V005987	9/9-15 BI-TECH UPGRADE SVS	106902-6899 Other Capital Outlay	AP110818	80.00	215922	P11446	00099683	11/08/2018
MW OH	SUPERION LLC V005987	9/23-10/6 BI-TECH UPGRADE SVS	106902-6899 Other Capital Outlay	AP110818	400.00	217247	P11446	00099683	11/08/2018
<b>Check Total:</b>					<b>12,952.00</b>				
MW OH	TITUS, DILLON V011003	PD TRAINING MEALS, MILEAGE	733041-6250 Staff Training	AP110818	63.50	DT11141518MM		00099684	11/08/2018
<b>Check Total:</b>					<b>63.50</b>				
MW OH	TRANSUNION RISK & V009317	OCT PD DATABASE TRANSACTIONS	103042-6290 Dept. Contract Services	AP110818	111.00	110118		00099685	11/08/2018
<b>Check Total:</b>					<b>111.00</b>				

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MW OH	TUFFREE MIDDLE SCHOOL V007403	VETERANS DAY EVENT VOCAL SVS	101511-6301 / 79466-6301 Special Department Supplies	AP110818	100.00	110618VE		00099686	11/08/2018
					<b>Check Total:</b>	<b>100.00</b>			
MW OH	UNDERGROUND SERVICE V010637	SEPT DIGGING ALERT SVS	484356-6301 Special Department Supplies	AP110818	138.70	920180515		00099687	11/08/2018
					<b>Check Total:</b>	<b>138.70</b>			
MW OH	UNIQUE PRINTING V010259	PD REPORT FORMS	103043-6301 Special Department Supplies	AP110818	125.36	39775		00099688	11/08/2018
MW OH	UNIQUE PRINTING V010259	PD IMPOUND FORMS	103047-6230 Printing & Binding	AP110818	378.43	39801		00099688	11/08/2018
MW OH	UNIQUE PRINTING V010259	PD IMPOUND FORMS	103047-6230 Printing & Binding	AP110818	378.43	39802		00099688	11/08/2018
MW OH	UNIQUE PRINTING V010259	HERITAGE POSTERS	101514-6301 Special Department Supplies	AP110818	78.84	39803		00099688	11/08/2018
					<b>Check Total:</b>	<b>961.06</b>			
MW OH	UNITED RENTALS NORTH V001082	HERITAGE ELECTRIC CART RENTAL	104078-6299 Other Purchased Services	AP110818	844.47	162112302-001		00099689	11/08/2018
MW OH	UNITED RENTALS NORTH V001082	BACKHOE RENTAL	101904-6185 Construction Services	AP110818	811.98	162307625-001		00099689	11/08/2018
MW OH	UNITED RENTALS NORTH V001082	BACKHOE RENTAL	101904-6185 Construction Services	AP110818	809.82	162500053-001		00099689	11/08/2018
					<b>Check Total:</b>	<b>2,466.27</b>			
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 11/3 PD 11/9	0062-2126 Employee PARS/ARS W/H	AP110818	16.29	110918A		00099690	11/08/2018
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 11/3 PD 11/9	0010-2126 Employee PARS/ARS W/H	AP110818	929.02	110918A		00099690	11/08/2018
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 11/3 PD 11/9	0062-2131 Employer PARS/ARS Payable	AP110818	16.29	110918A		00099690	11/08/2018
MW OH	US BANK PARS #6746022400	PARS P/E 11/3 PD 11/9	0010-2131	AP110818	929.02	110918A		00099690	11/08/2018

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	V008781		Employer PARS/ARS Payable						
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 11/3 PD 11/9	0050-2126 Employee PARS/ARS W/H	AP110818	89.90	110918A		00099690	11/08/2018
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 11/3 PD 11/9	0050-2131 Employer PARS/ARS Payable	AP110818	89.90	110918A		00099690	11/08/2018
<b>Check Total:</b>					<b>2,070.42</b>				
MW OH	US BANK ST PAUL V010025	2009 LEASE REVENUE BOND PMT	0010-1150 Cash w/Fiscal Agent	AP110818	545,000.00	1301755		00099691	11/08/2018
<b>Check Total:</b>					<b>545,000.00</b>				
MW OH	VAUTRIN, DAVID V011049	DEMOLITION BOND REFUND	0044-2045 Construction Deposits(Swim)	AP110818	500.00	501-1-696		00099692	11/08/2018
<b>Check Total:</b>					<b>500.00</b>				
MW OH	WANKE, CHAD P. V007435	LEAGUE CONF REIMBURSEMENT	101001-6245 Meetings & Conferences	AP110818	555.69	102418		00099693	11/08/2018
<b>Check Total:</b>					<b>555.69</b>				
MW OH	WEST COAST ARBORISTS IN016-30 V001124	MEDIAN TREE MAINT	103655-6115 Landscaping	AP110818	10,725.00	140771		00099694	11/08/2018
MW OH	WEST COAST ARBORISTS IN01-15 V001124	MEDIAN TREE MAINT	103655-6115 Landscaping	AP110818	8,190.00	40376		00099694	11/08/2018
MW OH	WEST COAST ARBORISTS IN001-16 V001124	TREE TRIMMING SVS	173555-6116 Tree Maintenance	AP110818	36,787.60	141420	P11372	00099694	11/08/2018
MW OH	WEST COAST ARBORISTS IN001-16 V001124	TREE TRIMMING SVS	103655-6116 Tree Maintenance	AP110818	4,636.40	141420	P11372	00099694	11/08/2018
MW OH	WEST COAST ARBORISTS IN0016-31 V001124	TREE TRIMMING SVS	103655-6116 Tree Maintenance	AP110818	12,779.00	141740	P11372	00099694	11/08/2018
<b>Check Total:</b>					<b>73,118.00</b>				
MW OH	WEST COAST LIGHTS & SIREN V006106	OUTFIT PD UNIT 26	613041-6842 Vehicles	AP110818	7,095.75	17210		00099695	11/08/2018
MW OH	WEST COAST LIGHTS & SIREN V006106	OUTFIT PD UNITS 26 & 69	613041-6842	AP110818	2,046.30	17380		00099695	11/08/2018

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	V006106		Vehicles					
MW OH	WEST COAST LIGHTS & SIRE V006106	OUTFIT PD UNIT 69	613041-6842 Vehicles	AP110818	7,095.75 17412		00099695	11/08/2018
MW OH	WEST COAST LIGHTS & SIRE V006106	MODIFY PD UNIT 11	613041-6842 Vehicles	AP110818	1,443.41 17434		00099695	11/08/2018
					<b>Check Total:</b>	<b>17,681.21</b>		
MW OH	YORBA LINDA FEED STORE V003242	K9 DOG FOOD	103041-6301 Special Department Supplies	AP110818	56.02 644651		00099696	11/08/2018
MW OH	YORBA LINDA FEED STORE V003242	KP DOG FOOD	103041-6301 Special Department Supplies	AP110818	62.48 645038		00099696	11/08/2018
MW OH	YORBA LINDA FEED STORE V003242	K9 DOG FOOD	103041-6301 Special Department Supplies	AP110818	112.04 645142		00099696	11/08/2018
					<b>Check Total:</b>	<b>230.54</b>		
MW OH	ZAMBRANO, FELIPE V003496	SUPPLIES REIMBURSEMENT	104071-6301 Special Department Supplies	AP110818	30.83 110618		00099697	11/08/2018
					<b>Check Total:</b>	<b>30.83</b>		
MW OH	CALIFORNIA STATE V004813	PE 11/03/18 PD 11/09/18	0010-2196 Garnishments W/H	PY18023	1,000.13 2700/1801023		00099698	11/09/2018
MW OH	CALIFORNIA STATE V004813	PE 11/03/18 PD 11/09/18	0048-2196 Garnishments W/H	PY18023	156.46 2700/1801023		00099698	11/09/2018
MW OH	CALIFORNIA STATE V004813	PE 11/03/18 PD 11/09/18	0029-2196 Garnishments W/H	PY18023	64.16 2700/1801023		00099698	11/09/2018
MW OH	CALIFORNIA STATE V004813	PE 11/03/18 PD 11/09/18	0037-2196 Garnishments W/H	PY18023	69.23 2700/1801023		00099698	11/09/2018
					<b>Check Total:</b>	<b>1,289.98</b>		
MW OH	FRANCHISE TAX BOARD V000404	PE 11/03/18 PD 11/09/18	0048-2196 Garnishments W/H	PY18023	2.52 2710/1801023		00099699	11/09/2018
MW OH	FRANCHISE TAX BOARD V000404	PE 11/03/18 PD 11/09/18	0029-2196 Garnishments W/H	PY18023	2.52 2710/1801023		00099699	11/09/2018

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MW OH	FRANCHISE TAX BOARD V000404	PE 11/03/18 PD 11/09/18	0010-2196 Garnishments W/H	PY18023	54.96	2710/1801023		00099699	11/09/2018
<b>Check Total:</b>					<b>60.00</b>				
MW OH	ORANGE COUNTY V000699	PE 11/03/18 PD 11/09/18	0010-2176 PCEA/OCEA Assoc Dues	PY18023	303.68	2610/1801023		00099700	11/09/2018
MW OH	ORANGE COUNTY V000699	PE 11/03/18 PD 11/09/18	0048-2176 PCEA/OCEA Assoc Dues	PY18023	23.49	2610/1801023		00099700	11/09/2018
MW OH	ORANGE COUNTY V000699	PE 11/03/18 PD 11/09/18	0029-2176 PCEA/OCEA Assoc Dues	PY18023	7.13	2610/1801023		00099700	11/09/2018
MW OH	ORANGE COUNTY V000699	PE 11/03/18 PD 11/09/18	0037-2176 PCEA/OCEA Assoc Dues	PY18023	2.40	2610/1801023		00099700	11/09/2018
<b>Check Total:</b>					<b>336.70</b>				
MW OH	PCEA C/O NORTH ORANGE V000679	PE 11/03/18 PD 11/09/18	0037-2176 PCEA/OCEA Assoc Dues	PY18023	0.25	2615/1801023		00099701	11/09/2018
MW OH	PCEA C/O NORTH ORANGE V000679	PE 11/03/18 PD 11/09/18	0029-2176 PCEA/OCEA Assoc Dues	PY18023	0.74	2615/1801023		00099701	11/09/2018
MW OH	PCEA C/O NORTH ORANGE V000679	PE 11/03/18 PD 11/09/18	0048-2176 PCEA/OCEA Assoc Dues	PY18023	2.44	2615/1801023		00099701	11/09/2018
MW OH	PCEA C/O NORTH ORANGE V000679	PE 11/03/18 PD 11/09/18	0010-2176 PCEA/OCEA Assoc Dues	PY18023	31.57	2615/1801023		00099701	11/09/2018
<b>Check Total:</b>					<b>35.00</b>				
MW OH	PLACENTIA POLICE V000839	PE 11/03/18 PD 11/09/18	0073-2180 Police Mgmt Assn Dues	PY18023	3.49	2625/1801023		00099702	11/09/2018
MW OH	PLACENTIA POLICE V000839	PE 11/03/18 PD 11/09/18	0010-2180 Police Mgmt Assn Dues	PY18023	834.91	2625/1801023		00099702	11/09/2018
MW OH	PLACENTIA POLICE V000839	PE 11/03/18 PD 11/09/18	0076-2180 Police Mgmt Assn Dues	PY18023	9.71	2625/1801023		00099702	11/09/2018
MW OH	PLACENTIA POLICE V000839	PE 11/03/18 PD 11/09/18	0061-2180 Police Mgmt Assn Dues	PY18023	20.72	2625/1801023		00099702	11/09/2018

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				<b>Check Total:</b>	<b>868.83</b>				
MW OH	PLACENTIA POLICE V003519	PE 11/03/18 PD 11/09/18	0076-2178 Placentia Police Assoc Dues	PY18023	2.85	2620/1801023		00099703	11/09/2018
MW OH	PLACENTIA POLICE V003519	PE 11/03/18 PD 11/09/18	0050-2178 Placentia Police Assoc Dues	PY18023	10.36	2620/1801023		00099703	11/09/2018
MW OH	PLACENTIA POLICE V003519	PE 11/03/18 PD 11/09/18	0010-2178 Placentia Police Assoc Dues	PY18023	2,237.74	2620/1801023		00099703	11/09/2018
MW OH	PLACENTIA POLICE V003519	PE 11/03/18 PD 11/09/18	0061-2178 Placentia Police Assoc Dues	PY18023	88.08	2620/1801023		00099703	11/09/2018
MW OH	PLACENTIA POLICE V003519	PE 11/03/18 PD 11/09/18	0062-2178 Placentia Police Assoc Dues	PY18023	90.34	2620/1801023		00099703	11/09/2018
MW OH	PLACENTIA POLICE V003519	PE 11/03/18 PD 11/09/18	0073-2178 Placentia Police Assoc Dues	PY18023	62.29	2620/1801023		00099703	11/09/2018
				<b>Check Total:</b>	<b>2,491.66</b>				
MW OH	VANTAGEPOINT TRANSFER V007191	PE 11/03/18 PD 11/09/18	0010-2170 Deferred Comp Payable - ICMA	PY18023	2,695.38	2606/1801023		00099704	11/09/2018
MW OH	VANTAGEPOINT TRANSFER V007191	PE 11/03/18 PD 11/09/18	0061-2170 Deferred Comp Payable - ICMA	PY18023	26.58	2606/1801023		00099704	11/09/2018
MW OH	VANTAGEPOINT TRANSFER V007191	PE 11/03/18 PD 11/09/18	0029-2170 Deferred Comp Payable - ICMA	PY18023	64.02	2606/1801023		00099704	11/09/2018
MW OH	VANTAGEPOINT TRANSFER V007191	PE 11/03/18 PD 11/09/18	0037-2170 Deferred Comp Payable - ICMA	PY18023	21.09	2606/1801023		00099704	11/09/2018
MW OH	VANTAGEPOINT TRANSFER V007191	PE 11/03/18 PD 11/09/18	0054-2170 Deferred Comp Payable - ICMA	PY18023	17.40	2606/1801023		00099704	11/09/2018
MW OH	VANTAGEPOINT TRANSFER V007191	PE 11/03/18 PD 11/09/18	0048-2170 Deferred Comp Payable - ICMA	PY18023	154.17	2606/1801023		00099704	11/09/2018
				<b>Check Total:</b>	<b>2,978.64</b>				
MW OH	ALTA LANGUAGE SERVICES V010194	10/1 BILLINGUAL TESTING SVS	101512-6099 Professional Services	AP111518	62.00	IS406559		00099705	11/15/2018

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				<b>Check Total:</b>	<b>62.00</b>				
MW OH	AMERICAN PUBLIC WORKS V000041	APWA MEMBERSHIP - CARDENAS	103550-6255 Dues & Memberships	AP111518	245.00	640270		00099706	11/15/2018
				<b>Check Total:</b>	<b>245.00</b>				
MW OH	AT & T V008736	10/27-11/26 POWELL BLDG INTERN	109595-6215 Telephone	AP111518	50.00	NOV 2018		00099707	11/15/2018
MW OH	AT & T V008736	NOV PD YARD INTERNET	109595-6215 Telephone	AP111518	60.88	NOV PD 18		00099707	11/15/2018
				<b>Check Total:</b>	<b>110.88</b>				
MW OH	AT&T MOBILITY V011025	CELL PHONES FOR PW	101523-6840 Machinery & Equipment	AP111518	8,603.74	14072573		00099708	11/15/2018
MW OH	AT&T MOBILITY V011025	SEPT PW WIRELESS SERVICE	109595-6215 Telephone	AP111518	7,367.86	14072573		00099708	11/15/2018
MW OH	AT&T MOBILITY V011025	CELL PHONES FOR PD	101523-6840 Machinery & Equipment	AP111518	5,310.22	14078249		00099708	11/15/2018
MW OH	AT&T MOBILITY V011025	SEPT PD WIRELESS SERVICE	109595-6215 Telephone	AP111518	6,091.60	14078249		00099708	11/15/2018
				<b>Check Total:</b>	<b>27,373.42</b>				
MW OH	CALIFORNIA FORENSIC V000232	OCT BLOOD DRAWS	103040-6055 Medical Services	AP111518	1,107.50	10.31.18	P11362	00099709	11/15/2018
				<b>Check Total:</b>	<b>1,107.50</b>				
MW OH	CALIFORNIA HAZARDOUS V007554	HAZARDOUS WASTE REMOVAL	103658-6345 Gasoline & Diesel Fuel	AP111518	1,295.00	63521		00099710	11/15/2018
				<b>Check Total:</b>	<b>1,295.00</b>				
MW OH	CALIFORNIA PEACE V000208	AGENCY MEMBERSHIP	103040-6255 Dues & Memberships	AP111518	1,150.00	138460		00099711	11/15/2018
				<b>Check Total:</b>	<b>1,150.00</b>				
MW OH	CBE V008124	10/5-11/4 COPIER OVERAGES	109595-6175 Office Equipment Rental	AP111518	49.11	IN2076891		00099712	11/15/2018

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				<b>Check Total:</b>	<b>49.11</b>				
MW OH	CITY OF PLACENTIA V000773	BROWN BAG MTG SUPPLIES	109595-6301 Special Department Supplies	AP111518	101.77	103118		00099713	11/15/2018
				<b>Check Total:</b>	<b>101.77</b>				
MW OH	COUNTS UNLIMITED INC V009712	TRAFFIC DATA COLLECTION SVS	103590-6099 Professional Services	AP111518	150.00	18836		00099714	11/15/2018
				<b>Check Total:</b>	<b>150.00</b>				
MW OH	DRABEK, GARY V004197	OCT RESERVE OFFICER STIPEND	103041-5005 / 50065-5005 Salaries/Part-Time	AP111518	200.00	110618		00099715	11/15/2018
				<b>Check Total:</b>	<b>200.00</b>				
MW OH	EILEY, TIFFANY V009544	PD TRAINING MEALS, MILEAGE	733041-6250 Staff Training	AP111518	443.96	TE115918MM		00099716	11/15/2018
				<b>Check Total:</b>	<b>443.96</b>				
MW OH	FACTORY MOTOR PARTS V010842	VEHICLE MAINT SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP111518	24.24	102-057234		00099717	11/15/2018
				<b>Check Total:</b>	<b>24.24</b>				
MW OH	FAIRWAY FORD V000376	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP111518	123.86	243423		00099718	11/15/2018
				<b>Check Total:</b>	<b>123.86</b>				
MW OH	FAST DEER BUS CHARTER V004445	9/11 EXCURSION TRANSPORTATION	184071-6401 / 79538-6401 Community Programs	AP111518	572.13	140507		00099719	11/15/2018
MW OH	FAST DEER BUS CHARTER V004445	9/11 EXCURSION TRANSPORTATION	194315-6401 Community Programs	AP111518	143.03	140507		00099719	11/15/2018
				<b>Check Total:</b>	<b>715.16</b>				
MW OH	FIFTH AVENUE CLEANERS V010431	OCT PD DRY CLEANING SVS	103040-6290 Dept. Contract Services	AP111518	593.42	OCTOBER 18		00099720	11/15/2018
				<b>Check Total:</b>	<b>593.42</b>				
MW OH	FLEET SERVICES INC V000400	VEHICLE TAIL, TURN LIGHTS	103658-6134 Vehicle Repair & Maintenance	AP111518	21.05	01P24255		00099721	11/15/2018

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				<b>Check Total:</b>	<b>21.05</b>				
MW OH	FM THOMAS AIR V010634	HVAC SYSTEM MAINT	103654-6290 Dept. Contract Services	AP111518	4,856.07	39107	P11358	00099722	11/15/2018
				<b>Check Total:</b>	<b>4,856.07</b>				
MW OH	GARY L KUSUNOKI HEARING V004347	61/7 CITATION HEARING SVS	103047-6290 Dept. Contract Services	AP111518	100.00	1512		00099723	11/15/2018
				<b>Check Total:</b>	<b>100.00</b>				
MW OH	GARZA, FRANK V009321	PD TRAINING MEALS, MILEAGE	733041-6250 Staff Training	AP111518	43.41	FG111418MM		00099724	11/15/2018
MW OH	GARZA, FRANK V009321	PD TRAINING MEALS, MILEAGE	733041-6250 Staff Training	AP111518	43.41	FG111518MM		00099724	11/15/2018
				<b>Check Total:</b>	<b>86.82</b>				
MW OH	GLASBY MAINT. SUPPLY V000445	COPAPER TOWELS	103654-6301 Special Department Supplies	AP111518	408.37	291455A		00099725	11/15/2018
MW OH	GLASBY MAINT. SUPPLY V000445	COJANITORIAL SUPPLIES	103654-6301 Special Department Supplies	AP111518	261.83	291816A		00099725	11/15/2018
				<b>Check Total:</b>	<b>670.20</b>				
MW OH	GOLDEN STATE WATER V000928	AUG-OCT WATER CHARGES	109595-6335 Water	AP111518	880.30	102418		00099726	11/15/2018
				<b>Check Total:</b>	<b>880.30</b>				
MW OH	H&S ENERGY LLC V010680	OCT PD VEHICLE CAR WASH SVS	103658-6301 Special Department Supplies	AP111518	839.16	103118		00099727	11/15/2018
				<b>Check Total:</b>	<b>839.16</b>				
MW OH	HEALTHPOINTE MEDICAL V010713	OCT PRE-EMPLOYMENT PHYSICALS	101512-6099 Professional Services	AP111518	2,050.00	30601-2695074		00099728	11/15/2018
				<b>Check Total:</b>	<b>2,050.00</b>				
MW OH	HIGH PEAKS PLANNING LLC V010423	OCT GENERAL PLAN UPDATE SVS	749822-6017 Special Studies	AP111518	3,406.00	GPU 2018-10	P11448	00099729	11/15/2018
				<b>Check Total:</b>	<b>3,406.00</b>				

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MW OH	HOTSY OF SOUTHERN V004351	PRESSURE WASHER SUPPLIES	103658-6137 Repair Maint/Equipment	AP111518	121.47	10005915		00099730	11/15/2018
MW OH	HOTSY OF SOUTHERN V004351	PRESSURE WASHER NOZZLE	103658-6137 Repair Maint/Equipment	AP111518	27.50	10006004		00099730	11/15/2018
					<b>Check Total:</b>	<b>148.97</b>			
MW OH	HOUSTON & HARRIS PCS INC V010110	OCT SEWER MAINT	484356-6120 R & M/Sewer & Storm Drain	AP111518	13,073.33	18-21470	P11419	00099731	11/15/2018
					<b>Check Total:</b>	<b>13,073.33</b>			
MW OH	HR GREEN PACIFIC INC V010735	SEPT 17 ENG. PLAN CHECK SVS	103590-6015 Engineering Services	AP111518	9,555.00	114571		00099732	11/15/2018
MW OH	HR GREEN PACIFIC INC V010735	NOV 17 ENG. PLAN CHECK SVS	103590-6015 Engineering Services	AP111518	4,503.75	116237		00099732	11/15/2018
MW OH	HR GREEN PACIFIC INC V010735	JAN ENG. PLAN CHECK SVS	103590-6015 Engineering Services	AP111518	2,947.50	117030		00099732	11/15/2018
					<b>Check Total:</b>	<b>17,006.25</b>			
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	101904-6185 Construction Services	AP111518	257.80	3540202-00		00099733	11/15/2018
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	101904-6185 Construction Services	AP111518	394.52	3543839-00		00099733	11/15/2018
MW OH	IMPERIAL SPRINKLER V006506	CREDIT - IRRIGATION SUPPLIES	101904-6185 Construction Services	AP111518	-290.04	3543841-00		00099733	11/15/2018
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	101904-6185 Construction Services	AP111518	9.68	3546015-00		00099733	11/15/2018
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	101904-6185 Construction Services	AP111518	126.87	3549764-00		00099733	11/15/2018
					<b>Check Total:</b>	<b>498.83</b>			
MW OH	KEYSER MARSTON V010468	OCT PROFESSIONAL SVS	0044-2042 / 45077-2042 Construction Deposits	AP111518	540.00	0032785		00099734	11/15/2018
					<b>Check Total:</b>	<b>540.00</b>			

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MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - MILLSAP	103041-6360 / 50040-6360 Uniforms	AP111518	19.37	700021727		00099735	11/15/2018
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - FROST	103041-6360 / 50048-6360 Uniforms	AP111518	396.41	700021763		00099735	11/15/2018
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - MCELHINNEY	103041-6360 / 50040-6360 Uniforms	AP111518	26.94	700021887		00099735	11/15/2018
<b>Check Total:</b>					<b>442.72</b>				
MW OH	LANDSCAPE WEST V010932	OCT PARK MAINT SVS	103655-6115 Landscaping	AP111518	18,379.75	8158	P11369	00099736	11/15/2018
MW OH	LANDSCAPE WEST V010932	PERFORMANCE DEFICIENCY DECUCI	103655-6115 Landscaping	AP111518	-3,200.00	8158	P11369	00099736	11/15/2018
<b>Check Total:</b>					<b>15,179.75</b>				
MW OH	LEMUS, FREDDY V010586	PD TRAINING MEALS, MILEAGE	733041-6250 Staff Training	AP111518	443.96	FL115918MM		00099737	11/15/2018
<b>Check Total:</b>					<b>443.96</b>				
MW OH	MC FADDEN-DALE V000635	TUBING	103654-6130 Repair & Maint/Facilities	AP111518	0.68	347519/5		00099738	11/15/2018
MW OH	MC FADDEN-DALE V000635	CORNER IRON	103658-6134 Vehicle Repair & Maintenance	AP111518	16.38	347622/5		00099738	11/15/2018
MW OH	MC FADDEN-DALE V000635	RADIATOR FLUID	103654-6137 Repair Maint/Equipment	AP111518	4.92	348359/5		00099738	11/15/2018
MW OH	MC FADDEN-DALE V000635	WELDING SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP111518	21.87	349255/5		00099738	11/15/2018
MW OH	MC FADDEN-DALE V000635	ARMORALL & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP111518	40.84	349366/5		00099738	11/15/2018
<b>Check Total:</b>					<b>84.69</b>				
MW OH	MILES, DANIEL V011040	PD TRAINING MEALS, MILEAGE	733041-6250 Staff Training	AP111518	72.10	DM115918MM		00099739	11/15/2018
<b>Check Total:</b>					<b>72.10</b>				

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MW OH	MOLONEY, TRACEY V011052	MURAL DESIGN SERVICES	302535-6401 Community Programs	AP111518	500.00	101018 001		00099740	11/15/2018
MW OH	MOLONEY, TRACEY V011052	MURAL DESIGN SERVICES	302535-6401 Community Programs	AP111518	500.00	101018 002		00099740	11/15/2018
				<b>Check Total:</b>	<b>1,000.00</b>				
MW OH	MSW CONSULTANTS INC V010789	SEPT REFUSE CONTRACT AUDIT SVS	74386-6290 Dept. Contract Services	AP111518	1,806.75	195		00099741	11/15/2018
				<b>Check Total:</b>	<b>1,806.75</b>				
MW OH	OFFICE INDUSTRIES V007477	PAPER	109595-6315 Office Supplies	AP111518	121.25	62466		00099742	11/15/2018
MW OH	OFFICE INDUSTRIES V007477	FILE FOLDERS	103550-6315 Office Supplies	AP111518	7.61	62470		00099742	11/15/2018
MW OH	OFFICE INDUSTRIES V007477	PAPER	109595-6315 Office Supplies	AP111518	161.67	62508		00099742	11/15/2018
				<b>Check Total:</b>	<b>290.53</b>				
MW OH	ORANGE COUNTY FIRE V000704	OCT PLAN CHECK CHARGES	0044-2055 Or Co Fire Auth/Pln Rev Depos	AP111518	387.00	PC207151		00099743	11/15/2018
MW OH	ORANGE COUNTY FIRE V000704	OCT PLAN CHECK CHARGES	0044-2055 Or Co Fire Auth/Pln Rev Depos	AP111518	387.00	PC207155		00099743	11/15/2018
				<b>Check Total:</b>	<b>774.00</b>				
MW OH	ORANGE COUNTY V007306	OCT PARKING CITATIONS	0044-2038 Parking Fines	AP111518	5,962.50	110518		00099744	11/15/2018
				<b>Check Total:</b>	<b>5,962.50</b>				
MW OH	POWERSTRIDE BATTERY COBATTERY V000785		103658-6134 Vehicle Repair & Maintenance	AP111518	104.86	C 65985		00099745	11/15/2018
MW OH	POWERSTRIDE BATTERY COBATTERY V000785		103658-6134 Vehicle Repair & Maintenance	AP111518	104.86	C 66078		00099745	11/15/2018
MW OH	POWERSTRIDE BATTERY COBATTERY V000785		103658-6134 Vehicle Repair & Maintenance	AP111518	107.14	C 66086		00099745	11/15/2018

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				<b>Check Total:</b>	<b>316.86</b>				
MW OH	PRESTIGE COLLISION AUTO PAINT PD UNIT 20 V010996		613041-6842 Vehicles	AP111518	2,602.05	12778	P11444	00099746	11/15/2018
				<b>Check Total:</b>	<b>2,602.05</b>				
MW OH	RBI TRAFFIC INC V010707	OCT TRAFFIC ENGINEERING SVS	331811-6185 / 61056-6185 Construction Services	AP111518	840.00	2259		00099747	11/15/2018
MW OH	RBI TRAFFIC INC V010707	MARCH OCTA TRAFFIC	331811-6185 / 61056-6185 Construction Services	AP111518	600.00	2106	P11438	00099747	11/15/2018
MW OH	RBI TRAFFIC INC V010707	MARCH TRAFFIC ENGINEERING SVS	192809-6185 Construction Services	AP111518	120.00	2106	P11438	00099747	11/15/2018
MW OH	RBI TRAFFIC INC V010707	MARCH TRAFFIC ENGINEERING SVS	103550-6290 Dept. Contract Services	AP111518	3,480.00	2106	P11438	00099747	11/15/2018
MW OH	RBI TRAFFIC INC V010707	AUG TRAFFIC ENGINEERING SVS	0044-2042 / 45066-2042 Construction Deposits	AP111518	240.00	2220	P11438	00099747	11/15/2018
MW OH	RBI TRAFFIC INC V010707	AUG TRAFFIC ENGINEERING SVS	103550-6290 Dept. Contract Services	AP111518	6,720.00	2220	P11438	00099747	11/15/2018
MW OH	RBI TRAFFIC INC V010707	AUG TRAFFIC ENGINEERING SVS	192809-6185 Construction Services	AP111518	480.00	2220	P11438	00099747	11/15/2018
MW OH	RBI TRAFFIC INC V010707	OCT TRAFFIC ENGINEERING SVS	103550-6290 Dept. Contract Services	AP111518	6,000.00	2259	P11438	00099747	11/15/2018
MW OH	RBI TRAFFIC INC V010707	OCT TRAFFIC ENGINEERING SVS	0044-2042 / 45066-2042 Construction Deposits	AP111518	600.00	2259	P11438	00099747	11/15/2018
MW OH	RBI TRAFFIC INC V010707	OCT TRAFFIC ENGINEERING SVS	192809-6185 Construction Services	AP111518	240.00	2259	P11438	00099747	11/15/2018
				<b>Check Total:</b>	<b>19,320.00</b>				
MW OH	REPUBLIC WASTE SERVICES V007205	OCT REFUSE COLLECTION SVS	374386-6101 Disposal	AP111518	228,346.22	676-003476003	P11418	00099748	11/15/2018
				<b>Check Total:</b>	<b>228,346.22</b>				
MW OH	SECO ELECTRIC & LIGHTING	LED LIGHTS	103654-6130	AP111518	290.18	5013		00099749	11/15/2018

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010182		Repair & Maint/Facilities						
				<b>Check Total:</b>	<b>290.18</b>				
MW OH	SELMAN CHEVROLET V009997	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP111518	275.70	468419CVR		00099750	11/15/2018
				<b>Check Total:</b>	<b>275.70</b>				
MW OH	SHARE CORPORATION V011050	CLEANER & DEGREASOR	103658-6301 Special Department Supplies	AP111518	365.95	70467		00099751	11/15/2018
				<b>Check Total:</b>	<b>365.95</b>				
MW OH	SHRED-IT USA V000905	OCT DOC SHRED SERVICES	374386-6299 Other Purchased Services	AP111518	1,403.49	8125958308		00099752	11/15/2018
				<b>Check Total:</b>	<b>1,403.49</b>				
MW OH	SIEMENS INDUSTRY INC V008785	TRAFFIC SIGNAL REPAIRS	172904-6185 Construction Services	AP111518	33,670.50	5610137240	P11445	00099753	11/15/2018
MW OH	SIEMENS INDUSTRY INC V008785	TRAFFIC SIGNAL REPAIRS	262804-6185 Construction Services	AP111518	58,134.00	5610137240	P11445	00099753	11/15/2018
MW OH	SIEMENS INDUSTRY INC V008785	TRAFFIC SIGNAL REPAIRS	182904-6185 Construction Services	AP111518	33,670.50	5610137240	P11445	00099753	11/15/2018
				<b>Check Total:</b>	<b>125,475.00</b>				
MW OH	SIRCHIE V000936	DRYING CABINET	103043-6301 / 50100-6301 Special Department Supplies	AP111518	1,689.15	0370294-IN		00099754	11/15/2018
				<b>Check Total:</b>	<b>1,689.15</b>				
MW OH	SITEONE LANDSCAPE V011004	CREDIT - PLANTS & MATERIALS	101904-6185 Construction Services	AP111518	-80.81	87410449-001		00099755	11/15/2018
MW OH	SITEONE LANDSCAPE V011004	PLANTS & MATERIALS	101904-6185 Construction Services	AP111518	791.15	87491005-001		00099755	11/15/2018
				<b>Check Total:</b>	<b>710.34</b>				
MW OH	SO CAL GAS V000909	9/21-10/24 GAS CHARGES	109595-6340 Natural Gas	AP111518	38.94	102618		00099756	11/15/2018
				<b>Check Total:</b>	<b>38.94</b>				

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	SOUTHERN CALIFORNIA V000910	SEPT-NOV ELECTRICAL CHARGES	296561-6330 Electricity	AP111518	1,559.34	103118		00099757	11/15/2018
MW OH	SOUTHERN CALIFORNIA V000910	SEPT-NOV ELECTRICAL CHARGES	286560-6330 Electricity	AP111518	30,461.98	103118		00099757	11/15/2018
MW OH	SOUTHERN CALIFORNIA V000910	SEPT-NOV ELECTRICAL CHARGES	109595-6330 / 21010-6330 Electricity	AP111518	351.05	103118		00099757	11/15/2018
MW OH	SOUTHERN CALIFORNIA V000910	SEPT-NOV ELECTRICAL CHARGES	109595-6330 / 21009-6330 Electricity	AP111518	49.48	103118		00099757	11/15/2018
MW OH	SOUTHERN CALIFORNIA V000910	SEPT-NOV ELECTRICAL CHARGES	109595-6330 Electricity	AP111518	37,321.11	103118		00099757	11/15/2018
MW OH	SOUTHERN CALIFORNIA V000910	SEPT-NOV ELECTRICAL CHARGES	109595-6330 / 21008-6330 Electricity	AP111518	4,766.84	103118		00099757	11/15/2018
					<b>Check Total:</b>	<b>74,509.80</b>			
MW OH	STRADLING YOCCA V000982	LEGAL SERVICES	101005-6005 Legal Services	AP111518	720.00	345151-0004		00099758	11/15/2018
					<b>Check Total:</b>	<b>720.00</b>			
MW OH	THE LEW EDWARDS GROUP V009775	OCT CONSULTING SERVICES	101001-6001 Management Consulting Services	AP111518	6,000.00	008	P11380	00099759	11/15/2018
					<b>Check Total:</b>	<b>6,000.00</b>			
MW OH	TIME WARNER CABLE V004450	11/14-12/13 PD INTERNET	109595-6215 Telephone	AP111518	619.00	0528002110418		00099760	11/15/2018
					<b>Check Total:</b>	<b>619.00</b>			
MW OH	TURBO DATA SYSTEMS INC V001238	OCT CITATION PROCESSING SVS	103047-6290 Dept. Contract Services	AP111518	1,312.67	29074	P11364	00099761	11/15/2018
					<b>Check Total:</b>	<b>1,312.67</b>			
MW OH	WATERLOGIC AMERICAS LLC V010708	NOV PD WATER SERVICE	103041-6301 Special Department Supplies	AP111518	225.20	137920-3170		00099762	11/15/2018
					<b>Check Total:</b>	<b>225.20</b>			
MW OH	WEST COAST LIGHTS & SIRENS	INSTALL LIGHTS ON UNIT 56	103041-6842	AP111518	805.10	17483		00099763	11/15/2018

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V006106		Vehicles						
MW OH	WEST COAST LIGHTS & SIRENS V006106	INSTALL LIGHTS ON UNIT 19	103041-6842 Vehicles	AP111518	805.10	17484		00099763	11/15/2018
				<b>Check Total:</b>	<b>1,610.20</b>				
MW OH	XLNT TINT WINDOW TINTING V001145	APT CHARGER WINDOW TINTING	613041-6301 Special Department Supplies	AP111518	169.00	56486		00099764	11/15/2018
MW OH	XLNT TINT WINDOW TINTING V001145	APT CHARGER WINDOW TINTING	103041-6301 Special Department Supplies	AP111518	169.00	56487		00099764	11/15/2018
				<b>Check Total:</b>	<b>338.00</b>				
MW OH	YAMAGUCHI, BRIAN V003248	OCT RESERVE OFFICER STIPEND	103041-5005 / 50065-5005 Salaries/Part-Time	AP111518	200.00	110618		00099765	11/15/2018
				<b>Check Total:</b>	<b>200.00</b>				
MW OH	YORBA LINDA WATER V001148	SEPT-OCT WATER CHARGES	109595-6335 Water	AP111518	1,014.10	102218		00099766	11/15/2018
				<b>Check Total:</b>	<b>1,014.10</b>				
MW OH	YORBA LINDA WATER V006633	OCT SEWER CHARGES	484356-6297 Billing Services	AP111518	377.54	216496		00099767	11/15/2018
				<b>Check Total:</b>	<b>377.54</b>				
MW OH	CALIFORNIA STATE V004813	P/E 11/17/18 PD DATE 11/22/18	0029-2196 Garnishments W/H	PY18024	64.16	2700/1801024		00099768	11/23/2018
MW OH	CALIFORNIA STATE V004813	P/E 11/17/18 PD DATE 11/22/18	0048-2196 Garnishments W/H	PY18024	156.46	2700/1801024		00099768	11/23/2018
MW OH	CALIFORNIA STATE V004813	P/E 11/17/18 PD DATE 11/22/18	0010-2196 Garnishments W/H	PY18024	1,000.13	2700/1801024		00099768	11/23/2018
MW OH	CALIFORNIA STATE V004813	P/E 11/17/18 PD DATE 11/22/18	0037-2196 Garnishments W/H	PY18024	69.23	2700/1801024		00099768	11/23/2018
				<b>Check Total:</b>	<b>1,289.98</b>				
MW OH	FRANCHISE TAX BOARD V000404	P/E 11/17/18 PD DATE 11/22/18	0010-2196 Garnishments W/H	PY18024	48.00	2710/1801024		00099769	11/23/2018

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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
MW OH	FRANCHISE TAX BOARD V000404	P/E 11/17/18 PD DATE 11/22/18	0029-2196 Garnishments W/H	PY18024	6.00	2710/1801024		00099769	11/23/2018
MW OH	FRANCHISE TAX BOARD V000404	P/E 11/17/18 PD DATE 11/22/18	0048-2196 Garnishments W/H	PY18024	6.00	2710/1801024		00099769	11/23/2018
<b>Check Total:</b>					<b>60.00</b>				
MW OH	ORANGE COUNTY V000699	P/E 11/17/18 PD DATE 11/22/18	0048-2176 PCEA/OCEA Assoc Dues	PY18024	24.05	2610/1801024		00099770	11/23/2018
MW OH	ORANGE COUNTY V000699	P/E 11/17/18 PD DATE 11/22/18	0037-2176 PCEA/OCEA Assoc Dues	PY18024	2.38	2610/1801024		00099770	11/23/2018
MW OH	ORANGE COUNTY V000699	P/E 11/17/18 PD DATE 11/22/18	0010-2176 PCEA/OCEA Assoc Dues	PY18024	302.58	2610/1801024		00099770	11/23/2018
MW OH	ORANGE COUNTY V000699	P/E 11/17/18 PD DATE 11/22/18	0029-2176 PCEA/OCEA Assoc Dues	PY18024	7.69	2610/1801024		00099770	11/23/2018
<b>Check Total:</b>					<b>336.70</b>				
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 11/17/18 PD DATE 11/22/18	0037-2176 PCEA/OCEA Assoc Dues	PY18024	0.25	2615/1801024		00099771	11/23/2018
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 11/17/18 PD DATE 11/22/18	0048-2176 PCEA/OCEA Assoc Dues	PY18024	2.50	2615/1801024		00099771	11/23/2018
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 11/17/18 PD DATE 11/22/18	0029-2176 PCEA/OCEA Assoc Dues	PY18024	0.80	2615/1801024		00099771	11/23/2018
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 11/17/18 PD DATE 11/22/18	0010-2176 PCEA/OCEA Assoc Dues	PY18024	31.45	2615/1801024		00099771	11/23/2018
<b>Check Total:</b>					<b>35.00</b>				
MW OH	PLACENTIA POLICE V000839	P/E 11/17/18 PD DATE 11/22/18	0061-2180 Police Mgmt Assn Dues	PY18024	8.54	2625/1801024		00099772	11/23/2018
MW OH	PLACENTIA POLICE V000839	P/E 11/17/18 PD DATE 11/22/18	0010-2180 Police Mgmt Assn Dues	PY18024	845.74	2625/1801024		00099772	11/23/2018
MW OH	PLACENTIA POLICE V000839	P/E 11/17/18 PD DATE 11/22/18	0073-2180 Police Mgmt Assn Dues	PY18024	14.55	2625/1801024		00099772	11/23/2018

**City of Placentia  
Check Register  
For 11/27/2018**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
					<b>Check Total:</b>	<b>868.83</b>			
MW OH	PLACENTIA POLICE V003519	P/E 11/17/18 PD DATE 11/22/18	0010-2178 Placentia Police Assoc Dues	PY18024	2,228.60	2620/1801024		00099773	11/23/2018
MW OH	PLACENTIA POLICE V003519	P/E 11/17/18 PD DATE 11/22/18	0076-2178 Placentia Police Assoc Dues	PY18024	0.25	2620/1801024		00099773	11/23/2018
MW OH	PLACENTIA POLICE V003519	P/E 11/17/18 PD DATE 11/22/18	0021-2178 Placentia Police Assoc Dues	PY18024	1.02	2620/1801024		00099773	11/23/2018
MW OH	PLACENTIA POLICE V003519	P/E 11/17/18 PD DATE 11/22/18	0073-2178 Placentia Police Assoc Dues	PY18024	76.41	2620/1801024		00099773	11/23/2018
MW OH	PLACENTIA POLICE V003519	P/E 11/17/18 PD DATE 11/22/18	0050-2178 Placentia Police Assoc Dues	PY18024	6.59	2620/1801024		00099773	11/23/2018
MW OH	PLACENTIA POLICE V003519	P/E 11/17/18 PD DATE 11/22/18	0062-2178 Placentia Police Assoc Dues	PY18024	90.34	2620/1801024		00099773	11/23/2018
MW OH	PLACENTIA POLICE V003519	P/E 11/17/18 PD DATE 11/22/18	0061-2178 Placentia Police Assoc Dues	PY18024	88.45	2620/1801024		00099773	11/23/2018
					<b>Check Total:</b>	<b>2,491.66</b>			
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 11/17/18 PD DATE 11/22/18	0010-2170 Deferred Comp Payable - ICMA	PY18024	2,775.27	2606/1801024		00099774	11/23/2018
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 11/17/18 PD DATE 11/22/18	0061-2170 Deferred Comp Payable - ICMA	PY18024	19.71	2606/1801024		00099774	11/23/2018
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 11/17/18 PD DATE 11/22/18	0029-2170 Deferred Comp Payable - ICMA	PY18024	64.02	2606/1801024		00099774	11/23/2018
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 11/17/18 PD DATE 11/22/18	0054-2170 Deferred Comp Payable - ICMA	PY18024	17.40	2606/1801024		00099774	11/23/2018
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 11/17/18 PD DATE 11/22/18	0048-2170 Deferred Comp Payable - ICMA	PY18024	154.18	2606/1801024		00099774	11/23/2018
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 11/17/18 PD DATE 11/22/18	0037-2170 Deferred Comp Payable - ICMA	PY18024	20.44	2606/1801024		00099774	11/23/2018
					<b>Check Total:</b>	<b>3,051.02</b>			

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For 11/27/2018**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Type Total:	1,515,728.15				
				Check Total:	1,515,728.15				

**City of Placentia  
Check Register  
For 11/27/2018**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
					<b>Grand Total:</b>	<b>1,516,538.49</b>			

<u>Check Totals by ID</u>	
AP	1,516,538.49
EP	0.00
IP	0.00
OP	0.00

**City of Placentia**  
**Electronic Disbursement Register**  
For 12/4/2018

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
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**Grand Total:** 393,272.45

**EDR Totals by ID**

AP	0.00
EP	393,272.45
IP	0.00
OP	0.00

Fund Name	<u>EDR Totals by Fund</u>
101-General Fund (0010)	218,019.29
208-Sccssr Agency Ret Oblg (0054)	2,318.75
224-Asset Seiz 15% Training (0073)	726.85
225-Asset Seizure (0021)	2.96
227-Explorer Grant NOC (0076)	290.37
228-NOC-Public Safety Grant(0061)	4,510.41
229-Comm Trans Hous Grant (0062)	2,408.89
265-Landscape Maintenance (0029)	2,056.73
275-Sewer Maintenance (0048)	8,585.95
280-Misc Grants Fund (0050)	291.20
501-Refuse Administration (0037)	2,410.09
601-Employee Health & Wlfre (0039)	151,650.96

**Void Total:** 0.00  
**EDR Total:** 393,272.45

**Electronic Disbursement Sub Totals:** 393,272.45

**ACH Payroll Direct Deposit for 11/23/18:** 312,257.62

**Electronic Disbursement Total:** 705,530.07

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

**City of Placentia**  
**Electronic Disbursement Register**  
**For 11/27/2018**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	ICMA RETIREMENT TRUST V000496	PE 11/03/18 PD 11/09/18	0029-2170 Deferred Comp Payable - ICMA	PY18023	168.38	2995/1801023		00011274	11/09/2018
EP	ICMA RETIREMENT TRUST V000496	PE 11/03/18 PD 11/09/18	0037-2170 Deferred Comp Payable - ICMA	PY18023	188.50	2995/1801023		00011274	11/09/2018
EP	ICMA RETIREMENT TRUST V000496	PE 11/03/18 PD 11/09/18	0048-2170 Deferred Comp Payable - ICMA	PY18023	640.88	2995/1801023		00011274	11/09/2018
EP	ICMA RETIREMENT TRUST V000496	PE 11/03/18 PD 11/09/18	0010-2170 Deferred Comp Payable - ICMA	PY18023	13,488.23	2995/1801023		00011274	11/09/2018
EP	ICMA RETIREMENT TRUST V000496	PE 11/03/18 PD 11/09/18	0050-2170 Deferred Comp Payable - ICMA	PY18023	10.53	2995/1801023		00011274	11/09/2018
EP	ICMA RETIREMENT TRUST V000496	PE 11/03/18 PD 11/09/18	0076-2170 Deferred Comp Payable - ICMA	PY18023	2.16	2995/1801023		00011274	11/09/2018
EP	ICMA RETIREMENT TRUST V000496	PE 11/03/18 PD 11/09/18	0054-2170 Deferred Comp Payable - ICMA	PY18023	267.01	2995/1801023		00011274	11/09/2018
EP	ICMA RETIREMENT TRUST V000496	PE 11/03/18 PD 11/09/18	0061-2170 Deferred Comp Payable - ICMA	PY18023	548.07	2995/1801023		00011274	11/09/2018
EP	ICMA RETIREMENT TRUST V000496	PE 11/03/18 PD 11/09/18	0062-2170 Deferred Comp Payable - ICMA	PY18023	300.00	2995/1801023		00011274	11/09/2018
EP	ICMA RETIREMENT TRUST V000496	PE 11/03/18 PD 11/09/18	0073-2170 Deferred Comp Payable - ICMA	PY18023	25.78	2995/1801023		00011274	11/09/2018
<b>Check Total:</b>					<b>15,639.54</b>				
EP	AMERICAN FIDELITY V010011	P/E 10/6,10/20 PD 10/12, 10/26	395000-2187 Voluntary Plan Life	ACH111318	908.22	10121026		00011275	11/13/2018
EP	AMERICAN FIDELITY V010011	P/E 10/6,10/20 PD 10/12, 10/26	0073-2155 Per Sec Plan - Opt. Life	ACH111318	1.71	10121026		00011275	11/13/2018
EP	AMERICAN FIDELITY V010011	P/E 10/6,10/20 PD 10/12, 10/26	0010-2155 Per Sec Plan - Opt. Life	ACH111318	68.49	10121026		00011275	11/13/2018
EP	AMERICAN FIDELITY V010011	P/E 11/3/18 PD 11/9/18	0010-2188 Health Care SSA	ACH111318	624.51	110918		00011275	11/13/2018
EP	AMERICAN FIDELITY	P/E 11/3/18 PD 11/9/18	0010-2190	ACH111318	56.25	110918		00011275	11/13/2018

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	V010011		Dependent Care SSA						
EP	AMERICAN FIDELITY V010011	P/E 11/3/18 PD 11/9/18	0029-2188 Health Care SSA	ACH111318	8.54	110918		00011275	11/13/2018
EP	AMERICAN FIDELITY V010011	P/E 11/3/18 PD 11/9/18	0029-2190 Dependent Care SSA	ACH111318	12.50	110918		00011275	11/13/2018
EP	AMERICAN FIDELITY V010011	P/E 11/3/18 PD 11/9/18	0048-2188 Health Care SSA	ACH111318	11.26	110918		00011275	11/13/2018
EP	AMERICAN FIDELITY V010011	P/E 11/3/18 PD 11/9/18	0048-2190 Dependent Care SSA	ACH111318	37.50	110918		00011275	11/13/2018
EP	AMERICAN FIDELITY V010011	P/E 11/3/18 PD 11/9/18	0054-2188 Health Care SSA	ACH111318	16.25	110918		00011275	11/13/2018
EP	AMERICAN FIDELITY V010011	P/E 11/3/18 PD 11/9/18	0037-2190 Dependent Care SSA	ACH111318	18.75	110918		00011275	11/13/2018
EP	AMERICAN FIDELITY V010011	P/E 11/3/18 PD 11/9/18	0037-2188 Health Care SSA	ACH111318	11.75	110918		00011275	11/13/2018
EP	AMERICAN FIDELITY V010011	P/E 11/3/18 PD 11/9/18	0010-2155 Per Sec Plan - Opt. Life	ACH111318	35.10	110918		00011275	11/13/2018
EP	AMERICAN FIDELITY V010011	P/E 11/3/18 PD 11/9/18	395000-2187 Voluntary Plan Life	ACH111318	454.11	110918		00011275	11/13/2018
<b>Check Total:</b>					<b>2,264.94</b>				
EP	EMPLOYMENT V010052	STATE TAX P/E 11/3 PD 11/9	0029-2135 Calif Income Tax W/H	ACH111318	148.64	110918		00011276	11/13/2018
EP	EMPLOYMENT V010052	STATE TAX P/E 11/3 PD 11/9	0037-2135 Calif Income Tax W/H	ACH111318	217.46	110918		00011276	11/13/2018
EP	EMPLOYMENT V010052	STATE TAX P/E 11/3 PD 11/9	0048-2135 Calif Income Tax W/H	ACH111318	546.07	110918		00011276	11/13/2018
EP	EMPLOYMENT V010052	STATE TAX P/E 11/3 PD 11/9	0010-2135 Calif Income Tax W/H	ACH111318	14,438.69	110918		00011276	11/13/2018
EP	EMPLOYMENT V010052	STATE TAX P/E 11/3 PD 11/9	0050-2135 Calif Income Tax W/H	ACH111318	14.13	110918		00011276	11/13/2018

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EP	EMPLOYMENT V010052	STATE TAX P/E 11/3 PD 11/9	0076-2135 Calif Income Tax W/H	ACH111318	48.24	110918		00011276	11/13/2018
EP	EMPLOYMENT V010052	STATE TAX P/E 11/3 PD 11/9	0054-2135 Calif Income Tax W/H	ACH111318	247.89	110918		00011276	11/13/2018
EP	EMPLOYMENT V010052	STATE TAX P/E 11/3 PD 11/9	0061-2135 Calif Income Tax W/H	ACH111318	202.96	110918		00011276	11/13/2018
EP	EMPLOYMENT V010052	STATE TAX P/E 11/3 PD 11/9	0062-2135 Calif Income Tax W/H	ACH111318	207.21	110918		00011276	11/13/2018
EP	EMPLOYMENT V010052	STATE TAX P/E 11/3 PD 11/9	0073-2135 Calif Income Tax W/H	ACH111318	78.46	110918		00011276	11/13/2018
<b>Check Total:</b>					<b>16,149.75</b>				
EP	INTERNAL REVENUE V010054	MED/FED/SS P/E 11/3 PD 11/9	0010-2115 Employee Medicare W/H	ACH111318	5,318.84	110918		00011277	11/13/2018
EP	INTERNAL REVENUE V010054	MED/FED/SS P/E 11/3 PD 11/9	0010-2120 Employer Medicare Payable	ACH111318	5,318.84	110918		00011277	11/13/2018
EP	INTERNAL REVENUE V010054	MED/FED/SS P/E 11/3 PD 11/9	0010-2125 Employee Social Sec W/H	ACH111318	18.60	110918		00011277	11/13/2018
EP	INTERNAL REVENUE V010054	MED/FED/SS P/E 11/3 PD 11/9	0010-2130 Employer Soc Sec Payable	ACH111318	18.60	110918		00011277	11/13/2018
EP	INTERNAL REVENUE V010054	MED/FED/SS P/E 11/3 PD 11/9	0029-2110 Federal Income Tax W/H	ACH111318	373.85	110918		00011277	11/13/2018
EP	INTERNAL REVENUE V010054	MED/FED/SS P/E 11/3 PD 11/9	0029-2115 Employee Medicare W/H	ACH111318	52.71	110918		00011277	11/13/2018
EP	INTERNAL REVENUE V010054	MED/FED/SS P/E 11/3 PD 11/9	0029-2120 Employer Medicare Payable	ACH111318	52.71	110918		00011277	11/13/2018
EP	INTERNAL REVENUE V010054	MED/FED/SS P/E 11/3 PD 11/9	0037-2110 Federal Income Tax W/H	ACH111318	522.54	110918		00011277	11/13/2018
EP	INTERNAL REVENUE V010054	MED/FED/SS P/E 11/3 PD 11/9	0037-2115 Employee Medicare W/H	ACH111318	62.89	110918		00011277	11/13/2018
EP	INTERNAL REVENUE	MED/FED/SS P/E 11/3 PD 11/9	0037-2120	ACH111318	62.89	110918		00011277	11/13/2018

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	V010054		Employer Medicare Payable						
EP	INTERNAL REVENUE V010054	MED/FED/SS P/E 11/3 PD 11/9	0048-2110 Federal Income Tax W/H	ACH111318	1,370.68	110918		00011277	11/13/2018
EP	INTERNAL REVENUE V010054	MED/FED/SS P/E 11/3 PD 11/9	0048-2115 Employee Medicare W/H	ACH111318	183.24	110918		00011277	11/13/2018
EP	INTERNAL REVENUE V010054	MED/FED/SS P/E 11/3 PD 11/9	0048-2120 Employer Medicare Payable	ACH111318	183.24	110918		00011277	11/13/2018
EP	INTERNAL REVENUE V010054	MED/FED/SS P/E 11/3 PD 11/9	0010-2110 Federal Income Tax W/H	ACH111318	37,624.71	110918		00011277	11/13/2018
EP	INTERNAL REVENUE V010054	MED/FED/SS P/E 11/3 PD 11/9	0050-2110 Federal Income Tax W/H	ACH111318	144.23	110918		00011277	11/13/2018
EP	INTERNAL REVENUE V010054	MED/FED/SS P/E 11/3 PD 11/9	0076-2120 Employer Medicare Payable	ACH111318	14.22	110918		00011277	11/13/2018
EP	INTERNAL REVENUE V010054	MED/FED/SS P/E 11/3 PD 11/9	0050-2115 Employee Medicare W/H	ACH111318	40.86	110918		00011277	11/13/2018
EP	INTERNAL REVENUE V010054	MED/FED/SS P/E 11/3 PD 11/9	0050-2120 Employer Medicare Payable	ACH111318	40.86	110918		00011277	11/13/2018
EP	INTERNAL REVENUE V010054	MED/FED/SS P/E 11/3 PD 11/9	0054-2110 Federal Income Tax W/H	ACH111318	551.31	110918		00011277	11/13/2018
EP	INTERNAL REVENUE V010054	MED/FED/SS P/E 11/3 PD 11/9	0054-2115 Employee Medicare W/H	ACH111318	63.52	110918		00011277	11/13/2018
EP	INTERNAL REVENUE V010054	MED/FED/SS P/E 11/3 PD 11/9	0054-2120 Employer Medicare Payable	ACH111318	63.52	110918		00011277	11/13/2018
EP	INTERNAL REVENUE V010054	MED/FED/SS P/E 11/3 PD 11/9	0061-2110 Federal Income Tax W/H	ACH111318	455.12	110918		00011277	11/13/2018
EP	INTERNAL REVENUE V010054	MED/FED/SS P/E 11/3 PD 11/9	0061-2115 Employee Medicare W/H	ACH111318	90.57	110918		00011277	11/13/2018
EP	INTERNAL REVENUE V010054	MED/FED/SS P/E 11/3 PD 11/9	0061-2120 Employer Medicare Payable	ACH111318	90.57	110918		00011277	11/13/2018
EP	INTERNAL REVENUE	MED/FED/SS P/E 11/3 PD 11/9	0062-2110	ACH111318	514.64	110918		00011277	11/13/2018

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	V010054		Federal Income Tax W/H						
EP	INTERNAL REVENUE V010054	MED/FED/SS P/E 11/3 PD 11/9	0062-2115 Employee Medicare W/H	ACH111318	79.05	110918		00011277	11/13/2018
EP	INTERNAL REVENUE V010054	MED/FED/SS P/E 11/3 PD 11/9	0062-2120 Employer Medicare Payable	ACH111318	79.05	110918		00011277	11/13/2018
EP	INTERNAL REVENUE V010054	MED/FED/SS P/E 11/3 PD 11/9	0073-2110 Federal Income Tax W/H	ACH111318	186.04	110918		00011277	11/13/2018
EP	INTERNAL REVENUE V010054	MED/FED/SS P/E 11/3 PD 11/9	0073-2115 Employee Medicare W/H	ACH111318	47.10	110918		00011277	11/13/2018
EP	INTERNAL REVENUE V010054	MED/FED/SS P/E 11/3 PD 11/9	0073-2120 Employer Medicare Payable	ACH111318	47.10	110918		00011277	11/13/2018
EP	INTERNAL REVENUE V010054	MED/FED/SS P/E 11/3 PD 11/9	0076-2110 Federal Income Tax W/H	ACH111318	125.35	110918		00011277	11/13/2018
EP	INTERNAL REVENUE V010054	MED/FED/SS P/E 11/3 PD 11/9	0076-2115 Employee Medicare W/H	ACH111318	14.22	110918		00011277	11/13/2018
				<b>Check Total:</b>	<b>53,811.67</b>				
EP	CALIFORNIA PUBLIC V010053	PERS PE 11/3 PD 11/9	0010-2145 Employee PERS Payback W/H	ACH111518	78.40	110918		00011278	11/15/2018
EP	CALIFORNIA PUBLIC V010053	PERS PE 11/3 PD 11/9	0010-2150 Survivor Benefit Package	ACH111518	105.65	110918		00011278	11/15/2018
EP	CALIFORNIA PUBLIC V010053	PERS PE 11/3 PD 11/9	0010-2165 PERS Employer Payable	ACH111518	1,337.15	110918		00011278	11/15/2018
EP	CALIFORNIA PUBLIC V010053	PERS PE 11/3 PD 11/9	0010-2195 PERS Uniform	ACH111518	20.45	110918		00011278	11/15/2018
EP	CALIFORNIA PUBLIC V010053	PERS PE 11/3 PD 11/9	0029-2140 Employee PERS W/H	ACH111518	1,068.41	110918		00011278	11/15/2018
EP	CALIFORNIA PUBLIC V010053	PERS PE 11/3 PD 11/9	0029-2150 Survivor Benefit Package	ACH111518	1.09	110918		00011278	11/15/2018
EP	CALIFORNIA PUBLIC V010053	PERS PE 11/3 PD 11/9	0029-2165 PERS Employer Payable	ACH111518	1.22	110918		00011278	11/15/2018

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EP	CALIFORNIA PUBLIC V010053	PERS PE 11/3 PD 11/9	0029-2195 PERS Uniform	ACH111518	0.30	110918		00011278	11/15/2018
EP	CALIFORNIA PUBLIC V010053	PERS PE 11/3 PD 11/9	0037-2140 Employee PERS W/H	ACH111518	1,132.11	110918		00011278	11/15/2018
EP	CALIFORNIA PUBLIC V010053	PERS PE 11/3 PD 11/9	0037-2145 Employee PERS Payback W/H	ACH111518	4.13	110918		00011278	11/15/2018
EP	CALIFORNIA PUBLIC V010053	PERS PE 11/3 PD 11/9	0037-2150 Survivor Benefit Package	ACH111518	1.07	110918		00011278	11/15/2018
EP	CALIFORNIA PUBLIC V010053	PERS PE 11/3 PD 11/9	0048-2140 Employee PERS W/H	ACH111518	4,893.04	110918		00011278	11/15/2018
EP	CALIFORNIA PUBLIC V010053	PERS PE 11/3 PD 11/9	0048-2150 Survivor Benefit Package	ACH111518	4.33	110918		00011278	11/15/2018
EP	CALIFORNIA PUBLIC V010053	PERS PE 11/3 PD 11/9	0048-2165 PERS Employer Payable	ACH111518	1.22	110918		00011278	11/15/2018
EP	CALIFORNIA PUBLIC V010053	PERS PE 11/3 PD 11/9	0010-2140 Employee PERS W/H	ACH111518	126,008.83	110918		00011278	11/15/2018
EP	CALIFORNIA PUBLIC V010053	PERS PE 11/3 PD 11/9	0048-2195 PERS Uniform	ACH111518	1.47	110918		00011278	11/15/2018
EP	CALIFORNIA PUBLIC V010053	PERS PE 11/3 PD 11/9	395083-5145 Retirement PERS	ACH111518	-66,489.02	110918		00011278	11/15/2018
EP	CALIFORNIA PUBLIC V010053	PERS PE 11/3 PD 11/9	0050-2140 Employee PERS W/H	ACH111518	33.08	110918		00011278	11/15/2018
EP	CALIFORNIA PUBLIC V010053	PERS PE 11/3 PD 11/9	0050-2150 Survivor Benefit Package	ACH111518	0.10	110918		00011278	11/15/2018
EP	CALIFORNIA PUBLIC V010053	PERS PE 11/3 PD 11/9	0050-2195 PERS Uniform	ACH111518	0.05	110918		00011278	11/15/2018
EP	CALIFORNIA PUBLIC V010053	PERS PE 11/3 PD 11/9	0054-2140 Employee PERS W/H	ACH111518	841.54	110918		00011278	11/15/2018
EP	CALIFORNIA PUBLIC V010053	PERS PE 11/3 PD 11/9	0054-2150 Survivor Benefit Package	ACH111518	0.70	110918		00011278	11/15/2018

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EP	CALIFORNIA PUBLIC V010053	PERS PE 11/3 PD 11/9	0061-2140 Employee PERS W/H	ACH111518	2,580.85	110918		00011278	11/15/2018
EP	CALIFORNIA PUBLIC V010053	PERS PE 11/3 PD 11/9	0061-2150 Survivor Benefit Package	ACH111518	1.27	110918		00011278	11/15/2018
EP	CALIFORNIA PUBLIC V010053	PERS PE 11/3 PD 11/9	0061-2195 PERS Uniform	ACH111518	0.76	110918		00011278	11/15/2018
EP	CALIFORNIA PUBLIC V010053	PERS PE 11/3 PD 11/9	0062-2140 Employee PERS W/H	ACH111518	927.08	110918		00011278	11/15/2018
EP	CALIFORNIA PUBLIC V010053	PERS PE 11/3 PD 11/9	0062-2150 Survivor Benefit Package	ACH111518	1.86	110918		00011278	11/15/2018
EP	CALIFORNIA PUBLIC V010053	PERS PE 11/3 PD 11/9	0073-2140 Employee PERS W/H	ACH111518	245.85	110918		00011278	11/15/2018
EP	CALIFORNIA PUBLIC V010053	PERS PE 11/3 PD 11/9	0073-2150 Survivor Benefit Package	ACH111518	0.70	110918		00011278	11/15/2018
EP	CALIFORNIA PUBLIC V010053	PERS PE 11/3 PD 11/9	0073-2195 PERS Uniform	ACH111518	0.12	110918		00011278	11/15/2018
EP	CALIFORNIA PUBLIC V010053	PERS PE 11/3 PD 11/9	0076-2140 Employee PERS W/H	ACH111518	85.37	110918		00011278	11/15/2018
EP	CALIFORNIA PUBLIC V010053	PERS PE 11/3 PD 11/9	0076-2150 Survivor Benefit Package	ACH111518	0.18	110918		00011278	11/15/2018
<b>Check Total:</b>					<b>72,889.36</b>				
EP	CALIFORNIA PUBLIC V006234	DEC MEDICAL INSURANCE	395000-4715 ISF Health Ins Reimbursement	ACH112618	139,495.84	10000001549707		00011279	11/29/2018
EP	CALIFORNIA PUBLIC V006234	DEC MEDICAL INSURANCE	395083-5161 Health Insurance Premiums	ACH112618	14,098.00	10000001549707		00011279	11/29/2018
<b>Check Total:</b>					<b>153,593.84</b>				
EP	ICMA RETIREMENT TRUST V000496	P/E 11/17/18 PD DATE 11/22/18	0021-2170 Deferred Comp Payable - ICMA	PY18024	2.96	2995/1801024		00011280	11/23/2018
EP	ICMA RETIREMENT TRUST V000496	P/E 11/17/18 PD DATE 11/22/18	0029-2170 Deferred Comp Payable - ICMA	PY18024	168.38	2995/1801024		00011280	11/23/2018

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EP	ICMA RETIREMENT TRUST V000496	P/E 11/17/18 PD DATE 11/22/18	0037-2170 Deferred Comp Payable - ICMA	PY18024	188.00	2995/1801024		00011280	11/23/2018
EP	ICMA RETIREMENT TRUST V000496	P/E 11/17/18 PD DATE 11/22/18	0048-2170 Deferred Comp Payable - ICMA	PY18024	713.02	2995/1801024		00011280	11/23/2018
EP	ICMA RETIREMENT TRUST V000496	P/E 11/17/18 PD DATE 11/22/18	0010-2170 Deferred Comp Payable - ICMA	PY18024	13,457.95	2995/1801024		00011280	11/23/2018
EP	ICMA RETIREMENT TRUST V000496	P/E 11/17/18 PD DATE 11/22/18	0050-2170 Deferred Comp Payable - ICMA	PY18024	7.36	2995/1801024		00011280	11/23/2018
EP	ICMA RETIREMENT TRUST V000496	P/E 11/17/18 PD DATE 11/22/18	0076-2170 Deferred Comp Payable - ICMA	PY18024	0.63	2995/1801024		00011280	11/23/2018
EP	ICMA RETIREMENT TRUST V000496	P/E 11/17/18 PD DATE 11/22/18	0054-2170 Deferred Comp Payable - ICMA	PY18024	267.01	2995/1801024		00011280	11/23/2018
EP	ICMA RETIREMENT TRUST V000496	P/E 11/17/18 PD DATE 11/22/18	0061-2170 Deferred Comp Payable - ICMA	PY18024	540.24	2995/1801024		00011280	11/23/2018
EP	ICMA RETIREMENT TRUST V000496	P/E 11/17/18 PD DATE 11/22/18	0062-2170 Deferred Comp Payable - ICMA	PY18024	300.00	2995/1801024		00011280	11/23/2018
EP	ICMA RETIREMENT TRUST V000496	P/E 11/17/18 PD DATE 11/22/18	0073-2170 Deferred Comp Payable - ICMA	PY18024	93.99	2995/1801024		00011280	11/23/2018
<b>Check Total:</b>					<b>15,739.54</b>				
EP	ACOSTA, JOAQUIN E000017	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	196.00	DECEMBER 18		00011281	12/01/2018
<b>Check Total:</b>					<b>196.00</b>				
EP	ALDWIR, MAMOUN E000113	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	1,446.97	DECEMBER 18		00011282	12/01/2018
<b>Check Total:</b>					<b>1,446.97</b>				
EP	ANDERSON, MARLA E000071	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	524.00	DECEMBER 18		00011283	12/01/2018
<b>Check Total:</b>					<b>524.00</b>				
EP	ARMSTRONG, JOHN T	DEC MEDICAL REIMBURSEMENT	395083-5161	ACH120118	874.42	DECEMBER 18		00011284	12/01/2018

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	E000046		Health Insurance Premiums						
				<b>Check Total:</b>	<b>874.42</b>				
EP	AUDISS, JAY SCOTT E000125	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	1,739.00	DECEMBER 18		00011285	12/01/2018
				<b>Check Total:</b>	<b>1,739.00</b>				
EP	BABCOCK, CHARLES A E000015	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	330.00	DECEMBER 18		00011286	12/01/2018
				<b>Check Total:</b>	<b>330.00</b>				
EP	BEALS, SHARLENE E000076	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	196.00	DECEMBER 18		00011287	12/01/2018
				<b>Check Total:</b>	<b>196.00</b>				
EP	BERMUDEZ, ALBERT E000124	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	480.29	DECEMBER 18		00011288	12/01/2018
				<b>Check Total:</b>	<b>480.29</b>				
EP	BONESCHANS, DENNIS E000020	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	196.00	DECEMBER 18		00011289	12/01/2018
				<b>Check Total:</b>	<b>196.00</b>				
EP	BUNNELL, DONALD E000062	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	524.00	DECEMBER 18		00011290	12/01/2018
				<b>Check Total:</b>	<b>524.00</b>				
EP	BURGNER, ARTHUR E000074	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	524.00	DECEMBER 18		00011291	12/01/2018
				<b>Check Total:</b>	<b>524.00</b>				
EP	BUSSE, MICHAEL E000131	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	1,330.00	DECEMBER 18		00011292	12/01/2018
				<b>Check Total:</b>	<b>1,330.00</b>				
EP	CHANDLER, JOHN P E000109	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	1,330.00	DECEMBER 18		00011293	12/01/2018

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				<b>Check Total:</b>	<b>1,330.00</b>				
EP	CHANG, ROBERT E000107	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	792.00	DECEMBER 18		00011294	12/01/2018
				<b>Check Total:</b>	<b>792.00</b>				
EP	COBBETT, GEOFFREY E000007	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	524.00	DECEMBER 18		00011295	12/01/2018
				<b>Check Total:</b>	<b>524.00</b>				
EP	COOK, ARLENE M E000018	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	524.00	DECEMBER 18		00011296	12/01/2018
				<b>Check Total:</b>	<b>524.00</b>				
EP	D'AMATO, ROBERT E000056	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	196.00	DECEMBER 18		00011297	12/01/2018
				<b>Check Total:</b>	<b>196.00</b>				
EP	DAVID, PRESTON E000112	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	972.42	DECEMBER 18		00011298	12/01/2018
				<b>Check Total:</b>	<b>972.42</b>				
EP	DAVIS, CAROLYN E000005	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	524.00	DECEMBER 18		00011299	12/01/2018
				<b>Check Total:</b>	<b>524.00</b>				
EP	DELOS SANTOS, JAMIE E000045	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	528.00	DECEMBER 18		00011300	12/01/2018
				<b>Check Total:</b>	<b>528.00</b>				
EP	DICKSON, ROBERTA JO E000011	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	196.00	DECEMBER 18		00011301	12/01/2018
				<b>Check Total:</b>	<b>196.00</b>				
EP	DOWNEY, CAROL E000082	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	524.00	DECEMBER 18		00011302	12/01/2018
				<b>Check Total:</b>	<b>524.00</b>				
EP	ECKENRODE, NORMAN	JAN MEDICAL REIMBURSEMENT	395083-5161	ACH120118	524.00	DECEMBER 18		00011303	12/01/2018

**City of Placentia**  
**Electronic Disbursement Register**  
**For 11/27/2018**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	E000029		Health Insurance Premiums						
				<b>Check Total:</b>	<b>524.00</b>				
EP	ELSTRO, ANN M E000027	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	524.00	DECEMBER 18		00011304	12/01/2018
				<b>Check Total:</b>	<b>524.00</b>				
EP	ESCOBOSA, LILLIAN E000055	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	524.00	DECEMBER 18		00011305	12/01/2018
				<b>Check Total:</b>	<b>524.00</b>				
EP	ESPINOZA, ROSALINDA E000016	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	528.00	DECEMBER 18		00011306	12/01/2018
				<b>Check Total:</b>	<b>528.00</b>				
EP	FRICKE, JUERGEN E000075	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	789.00	DECEMBER 18		00011307	12/01/2018
				<b>Check Total:</b>	<b>789.00</b>				
EP	FULLER, GLENN H E000081	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	789.00	DECEMBER 18		00011308	12/01/2018
				<b>Check Total:</b>	<b>789.00</b>				
EP	GALLANT, KAREN E000008	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	524.00	DECEMBER 18		00011309	12/01/2018
				<b>Check Total:</b>	<b>524.00</b>				
EP	GARNER, JO ANN E000047	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	524.00	DECEMBER 18		00011310	12/01/2018
				<b>Check Total:</b>	<b>524.00</b>				
EP	GARNER, KITTY E000080	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	860.00	DECEMBER 18		00011311	12/01/2018
				<b>Check Total:</b>	<b>860.00</b>				
EP	GOMEZ, DANIEL E000049	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	524.00	DECEMBER 18		00011312	12/01/2018

**City of Placentia**  
**Electronic Disbursement Register**  
**For 11/27/2018**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
				<b>Check Total:</b>	<b>524.00</b>				
EP	GRIMM, DENNIS L E000042	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	564.00	DECEMBER 18		00011313	12/01/2018
				<b>Check Total:</b>	<b>564.00</b>				
EP	HOLTSCLAW, KATHERINE E000121	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	528.00	DECEMBER 18		00011314	12/01/2018
				<b>Check Total:</b>	<b>528.00</b>				
EP	IRVINE, SUZETTE E000019	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	524.00	DECEMBER 18		00011315	12/01/2018
				<b>Check Total:</b>	<b>524.00</b>				
EP	JENKINS, ROBERT E000084	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	558.94	DECEMBER 18		00011316	12/01/2018
				<b>Check Total:</b>	<b>558.94</b>				
EP	JOHNSON, SHARON E000099	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	524.00	DECEMBER 18		00011317	12/01/2018
				<b>Check Total:</b>	<b>524.00</b>				
EP	JONES, ROBERT E000053	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	197.76	DECEMBER 18		00011318	12/01/2018
				<b>Check Total:</b>	<b>197.76</b>				
EP	JUDD, TERRELL E000115	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	1,189.00	DECEMBER 18		00011319	12/01/2018
				<b>Check Total:</b>	<b>1,189.00</b>				
EP	KIRKLAND, RICHARD L E000110	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	196.00	DECEMBER 18		00011320	12/01/2018
				<b>Check Total:</b>	<b>196.00</b>				
EP	LITTLE, DIANE M E000098	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	564.00	DECEMBER 18		00011321	12/01/2018
				<b>Check Total:</b>	<b>564.00</b>				
EP	LOOMIS, CORINNE	DEC MEDICAL REIMBURSEMENT	395083-5161	ACH120118	528.00	DECEMBER 18		00011322	12/01/2018

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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
	E000122		Health Insurance Premiums						
				<b>Check Total:</b>	<b>528.00</b>				
EP	LOWREY, B J E000041	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	330.00	DECEMBER 18		00011323	12/01/2018
				<b>Check Total:</b>	<b>330.00</b>				
EP	MAERTZWEILER, MICHAEL IAN E000032	MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	524.00	DECEMBER 18		00011324	12/01/2018
				<b>Check Total:</b>	<b>524.00</b>				
EP	MANNING, VEDA M E000063	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	196.00	DECEMBER 18		00011325	12/01/2018
				<b>Check Total:</b>	<b>196.00</b>				
EP	MILANO, JAMES E000054	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	524.00	DECEMBER 18		00011326	12/01/2018
				<b>Check Total:</b>	<b>524.00</b>				
EP	MILLER, RICHARD E000106	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	1,330.00	DECEMBER 18		00011327	12/01/2018
				<b>Check Total:</b>	<b>1,330.00</b>				
EP	MOORE, LARRY W E000044	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	196.00	DECEMBER 18		00011328	12/01/2018
				<b>Check Total:</b>	<b>196.00</b>				
EP	OLEA, ARLENE J E000014	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	1,189.00	DECEMBER 18		00011329	12/01/2018
				<b>Check Total:</b>	<b>1,189.00</b>				
EP	ORTEGA, MANUEL E E000100	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	697.00	DECEMBER 18		00011330	12/01/2018
				<b>Check Total:</b>	<b>697.00</b>				
EP	PALMER, GEORGE E000094	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	1,095.00	DECEMBER 18		00011331	12/01/2018

**City of Placentia**  
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**For 11/27/2018**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
				<b>Check Total:</b>	<b>1,095.00</b>				
EP	PASCARELLA, RICHARD E000129	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	1,739.00	DECEMBER 18		00011332	12/01/2018
				<b>Check Total:</b>	<b>1,739.00</b>				
EP	PASCUA, RAYNALD E000114	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	1,586.00	DECEMBER 18		00011333	12/01/2018
				<b>Check Total:</b>	<b>1,586.00</b>				
EP	PASPALL, MIHAJLO E000085	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	524.00	DECEMBER 18		00011334	12/01/2018
				<b>Check Total:</b>	<b>524.00</b>				
EP	PEREZ, ROBERT E000111	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	196.00	DECEMBER 18		00011335	12/01/2018
				<b>Check Total:</b>	<b>196.00</b>				
EP	PICHON, WALTER E000103	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	249.30	DECEMBER 18		00011336	12/01/2018
				<b>Check Total:</b>	<b>249.30</b>				
EP	PINEDA, MATEO E000127	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	850.14	DECEMBER 18		00011337	12/01/2018
				<b>Check Total:</b>	<b>850.14</b>				
EP	PISCHEL, STEPHEN E000130	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	1,189.00	DECEMBER 18		00011338	12/01/2018
				<b>Check Total:</b>	<b>1,189.00</b>				
EP	REDIFER, KIM R E000022	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	789.00	DECEMBER 18		00011339	12/01/2018
				<b>Check Total:</b>	<b>789.00</b>				
EP	RENDEN, BRIAN E000083	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	800.54	DECEMBER 18		00011340	12/01/2018
				<b>Check Total:</b>	<b>800.54</b>				
EP	REYES, ROGER T	DEC MEDICAL REIMBURSEMENT	395083-5161	ACH120118	524.00	DECEMBER 18		00011341	12/01/2018

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	E000024		Health Insurance Premiums						
				<b>Check Total:</b>	<b>524.00</b>				
EP	RICE, RUSSELL J E000059	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	1,330.00	DECEMBER 18		00011342	12/01/2018
				<b>Check Total:</b>	<b>1,330.00</b>				
EP	RISHER, THOMAS A E000013	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	524.00	DECEMBER 18		00011343	12/01/2018
				<b>Check Total:</b>	<b>524.00</b>				
EP	RIVERA, AIDA E000026	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	196.00	DECEMBER 18		00011344	12/01/2018
				<b>Check Total:</b>	<b>196.00</b>				
EP	ROACH, MICHAEL E000105	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	1,330.00	DECEMBER 18		00011345	12/01/2018
				<b>Check Total:</b>	<b>1,330.00</b>				
EP	ROBB, SANDRA E000043	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	524.00	DECEMBER 18		00011346	12/01/2018
				<b>Check Total:</b>	<b>524.00</b>				
EP	ROKOSZ, KEN A E000035	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	528.00	DECEMBER 18		00011347	12/01/2018
				<b>Check Total:</b>	<b>528.00</b>				
EP	ROSE, RICHARD D E000050	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	860.00	DECEMBER 18		00011348	12/01/2018
				<b>Check Total:</b>	<b>860.00</b>				
EP	SALE, LEE R E000031	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	524.00	DECEMBER 18		00011349	12/01/2018
				<b>Check Total:</b>	<b>524.00</b>				
EP	SANCHEZ, LAURA E000058	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	196.00	DECEMBER 18		00011350	12/01/2018

**City of Placentia**  
**Electronic Disbursement Register**  
**For 11/27/2018**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
				<b>Check Total:</b>	<b>196.00</b>				
EP	SANGOLUISA, ZORA G E000048	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	196.00	DECEMBER 18		00011351	12/01/2018
				<b>Check Total:</b>	<b>196.00</b>				
EP	SCHLIEDER, BEVERLY E000120	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	1,480.01	DECEMBER 18		00011352	12/01/2018
				<b>Check Total:</b>	<b>1,480.01</b>				
EP	SMITH, WARD E000128	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	1,586.00	DECEMBER 18		00011353	12/01/2018
				<b>Check Total:</b>	<b>1,586.00</b>				
EP	SOMOYA, JOHN P E000089	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	789.00	DECEMBER 18		00011354	12/01/2018
				<b>Check Total:</b>	<b>789.00</b>				
EP	SOTO, PHILIP J E000052	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	524.00	DECEMBER 18		00011355	12/01/2018
				<b>Check Total:</b>	<b>524.00</b>				
EP	SPRAGUE, GARY A E000064	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	1,330.00	DECEMBER 18		00011356	12/01/2018
				<b>Check Total:</b>	<b>1,330.00</b>				
EP	STEPHEN, JEFFREY E000119	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	1,586.00	DECEMBER 18		00011357	12/01/2018
				<b>Check Total:</b>	<b>1,586.00</b>				
EP	TAYLOR, DAVID M E000088	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	564.00	DECEMBER 18		00011358	12/01/2018
				<b>Check Total:</b>	<b>564.00</b>				
EP	TAYLOR, LINDA E000126	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	487.39	DECEMBER 18		00011359	12/01/2018
				<b>Check Total:</b>	<b>487.39</b>				
EP	THOMANN, DARYLL L	DEC MEDICAL REIMBURSEMENT	395083-5161	ACH120118	558.94	DECEMBER 18		00011360	12/01/2018

**City of Placentia**  
**Electronic Disbursement Register**  
**For 11/27/2018**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	E000101		Health Insurance Premiums						
				<b>Check Total:</b>	<b>558.94</b>				
EP	TRIFOS, WILLIAM E000104	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	1,590.00	DECEMBER 18		00011361	12/01/2018
				<b>Check Total:</b>	<b>1,590.00</b>				
EP	VALENTINE, THOMAS E000118	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	1,330.00	DECEMBER 18		00011362	12/01/2018
				<b>Check Total:</b>	<b>1,330.00</b>				
EP	VERSTYNEN, WILLIAM E000092	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	196.00	DECEMBER 18		00011363	12/01/2018
				<b>Check Total:</b>	<b>196.00</b>				
EP	WAHL, KATHLEEN A E000030	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	196.00	DECEMBER 18		00011364	12/01/2018
				<b>Check Total:</b>	<b>196.00</b>				
EP	WIEST, STEPHEN E000079	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	524.00	DECEMBER 18		00011365	12/01/2018
				<b>Check Total:</b>	<b>524.00</b>				
EP	WORDEN, LARRY M E000116	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	480.29	DECEMBER 18		00011366	12/01/2018
				<b>Check Total:</b>	<b>480.29</b>				
EP	YAMAGUCHI, BRIAN E000123	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	1,330.00	DECEMBER 18		00011367	12/01/2018
				<b>Check Total:</b>	<b>1,330.00</b>				
EP	ZAMORA, JERRY E000037	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	789.00	DECEMBER 18		00011368	12/01/2018
				<b>Check Total:</b>	<b>789.00</b>				
EP	ZINN, JOHN E000009	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120118	1,152.40	DECEMBER 18		00011369	12/01/2018

**City of Placentia  
Electronic Disbursement Register  
For 11/27/2018**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
				Check Total:	1,152.40				
				Type Total:	393,272.45				
				Check Total:	393,272.45				

**City of Placentia**  
**Check Register**  
For 12/18/2018

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
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Grand Total: 1,451,183.99

Check Totals by ID

AP	1,451,183.99
EP	0.00
IP	0.00
OP	0.00

Fund Name

Check Totals by Fund

101-General Fund (0010)	779,634.52
205-State Gas Tax (0017)	14,600.00
207-Housing Successor Agency (0053)	500,000.00
208-Sccssr Agency Ret Oblg (0054)	1,002.05
211-PEG Fund (0058)	5,652.00
215-Air Quality Management (0019)	120.00
224-Asset Seiz 15% Training (0073)	1,187.26
227-Explorer Grant NOC (0076)	8,365.04
228-NOC-Public Safety Grant(0061)	5,616.95
229-Comm Trans Hous Grant (0062)	133.66
233-Gen Plan Update Fees (0074)	2,108.00
242-City Pub Sfty Impet Fee (0067)	59,220.00
247-TOD Sewer Impact Fees (0071)	5,685.57
265-Landscape Maintenance (0029)	7,890.94
275-Sewer Maintenance (0048)	5,536.75
280-Misc Grants Fund (0050)	442.00
501-Refuse Administration (0037)	1,018.58
601-Employee Health & Wlfre (0039)	5,988.24
605-Risk Management (0040)	16,629.72
701-Special Deposits (0044)	30,352.71

Void Total: 0.00

Check Total: 1,451,183.99

Check Total: 1,451,183.99

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 12/11/2018**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ADMINSURE V004980	OCT WORKER'S COMP ADMIN SVS	404580-6025 Third Party Administration	AP112918	3,645.72	11571		00099775	11/29/2018
					<b>Check Total:</b>	<b>3,645.72</b>			
MW OH	AFTERMATH SERVICES LLC V009949	UNIT 23 HAZ MAT CLEAN-UP	103043-6099 Professional Services	AP112918	245.00	JC2018-2130		00099776	11/29/2018
					<b>Check Total:</b>	<b>245.00</b>			
MW OH	ALLIANT INSURANCE V007375	TAMALE FEST LIABILTY INSURA	404582-6201 Liability Insurance Premiums	AP112918	4,708.00	961974		00099777	11/29/2018
MW OH	ALLIANT INSURANCE V007375	TREE LIGHTING LIABILITY INSURA	404582-6201 Liability Insurance Premiums	AP112918	1,102.00	961981		00099777	11/29/2018
					<b>Check Total:</b>	<b>5,810.00</b>			
MW OH	ANAHEIM SCREEN & GLASS V010390	INSTALL LAMINATED GLASS	103654-6301 Special Department Supplies	AP112918	434.61	37950		00099778	11/29/2018
					<b>Check Total:</b>	<b>434.61</b>			
MW OH	AT & T V008736	NOV HVAC INTERNET	109595-6215 Telephone	AP112918	40.00	NOV HVAC 18		00099779	11/29/2018
MW OH	AT & T V008736	NOV-DEC IRRIGATION INTERNET	296561-6215 Telephone	AP112918	30.00	NOV LMD 18		00099779	11/29/2018
MW OH	AT & T V008736	NOV TEEN CENTER INTERNET	109595-6215 Telephone	AP112918	60.88	NOV T/C 18		00099779	11/29/2018
					<b>Check Total:</b>	<b>130.88</b>			
MW OH	AT & T MOBILITY V008709	OCT IPAD CHARGES	109595-6215 Telephone	AP112918	593.09	X11152018		00099780	11/29/2018
					<b>Check Total:</b>	<b>593.09</b>			
MW OH	AT&T V004144	9/25-11/1 PHONE CHARGES	296561-6215 Telephone	AP112918	186.22	102518		00099781	11/29/2018
MW OH	AT&T V004144	9/25-11/1 PHONE CHARGES	109595-6215 / 21009-6215 Telephone	AP112918	10.43	102518		00099781	11/29/2018
MW OH	AT&T	9/25-11/1 PHONE CHARGES	109595-6215 / 21008-6215	AP112918	10.43	102518		00099781	11/29/2018

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	V004144		Telephone					
MW OH	AT&T V004144	9/25-11/1 PHONE CHARGES	109595-6215 Telephone	AP112918	4,466.91 102518		00099781	11/29/2018
				<b>Check Total:</b>	<b>4,673.99</b>			
MW OH	AT&T V011041	NOV-DEC CITY HALL INTERNET	109595-6215 Telephone	AP112918	1,129.51 0458935403		00099782	11/29/2018
				<b>Check Total:</b>	<b>1,129.51</b>			
MW OH	BANK OF AMERICA V008179	OCT S.A. BANK FEES	547525-6099 Professional Services	AP112918	101.33 0013110199		00099783	11/29/2018
				<b>Check Total:</b>	<b>101.33</b>			
MW OH	BARTEL ASSOCIATES LLC V010901	SEPT ACTUARIAL CONSULTING SVS	102020-6099 Professional Services	AP112918	5,985.50 18-1023	P11439	00099784	11/29/2018
				<b>Check Total:</b>	<b>5,985.50</b>			
MW OH	BECKETT, ETHAN V011056	10/19 DJ SERVICES	104071-6299 Other Purchased Services	AP112918	150.00 11132018		00099785	11/29/2018
				<b>Check Total:</b>	<b>150.00</b>			
MW OH	BERUMEN, ROSA V009801	DEPOSIT REFUND - KRAEMER PARK	100000-4385 Facility Rental	AP112918	100.00 2002387.002		00099786	11/29/2018
				<b>Check Total:</b>	<b>100.00</b>			
MW OH	BORNSTEIN, IRWIN V010388	OCT FINANCIAL CONSULTING SVS	102020-6099 Professional Services	AP112918	437.50 287		00099787	11/29/2018
				<b>Check Total:</b>	<b>437.50</b>			
MW OH	BREA TROPHY AND V004181	HERITAGE PARADE TROPHIES	104078-6301 Special Department Supplies	AP112918	68.96 6734		00099788	11/29/2018
				<b>Check Total:</b>	<b>68.96</b>			
MW OH	CALIFORNIA CUSTOM V011055	80% BLDG PERMIT REFUND	100000-4160 Building Permits	AP112918	113.20 B18-1151		00099789	11/29/2018
				<b>Check Total:</b>	<b>113.20</b>			
MW OH	CALIFORNIA DENTAL	DEC DENTAL INSURANCE PREMIUMS	395000-4720	AP112918	648.82 DECEMBER 18		00099790	11/29/2018

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	V008102		ISF Dental Ins Reimbursement						
MW OH	CALIFORNIA DENTAL V008102	DEC DENTAL INSURANCE PREMIUMS	\$95083-5162 Dental Insurance Premiums	AP112918	154.42	DECEMBER 18		00099790	11/29/2018
				<b>Check Total:</b>	<b>803.24</b>				
MW OH	CALIFORNIA PARK & V000174	MEMBERSHIP - CUEVAS #135101	104071-6255 Dues & Memberships	AP112918	170.00	11152018		00099791	11/29/2018
				<b>Check Total:</b>	<b>170.00</b>				
MW OH	CALIFORNIA POLICE CHIEFS V000196	2ND IN COMMAND REG - BUTTS	733041-6250 Staff Training	AP112918	99.00	11735		00099792	11/29/2018
MW OH	CALIFORNIA POLICE CHIEFS V000196	BEYOND THE BASICS REG - POINT	733041-6250 Staff Training	AP112918	475.00	11787		00099792	11/29/2018
				<b>Check Total:</b>	<b>574.00</b>				
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Supplies	AP112918	320.02	72011901		00099793	11/29/2018
				<b>Check Total:</b>	<b>320.02</b>				
MW OH	CANON FINANCIAL SERVICES V008867	COPIER LEASE/USAGE PMT	109595-6175 Office Equipment Rental	AP112918	1,866.66	19410124		00099794	11/29/2018
MW OH	CANON FINANCIAL SERVICES V008867	COPIER OVERAGES	109595-6175 Office Equipment Rental	AP112918	262.12	19410126		00099794	11/29/2018
				<b>Check Total:</b>	<b>2,128.78</b>				
MW OH	CBE V008124	10/20-11/19 COPIER OVERAGES	109595-6175 Office Equipment Rental	AP112918	1,060.84	IN2083466		00099795	11/29/2018
MW OH	CBE V008124	10/20-11/19 COPIER OVERAGES	109595-6175 Office Equipment Rental	AP112918	159.62	IN2083467		00099795	11/29/2018
				<b>Check Total:</b>	<b>1,220.46</b>				
MW OH	CERTIFIED ROOFING V011057	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP112918	100.00	30-18-204		00099796	11/29/2018
				<b>Check Total:</b>	<b>100.00</b>				
MW OH	CHEMEX INDUSTRIES INC.	GRAFFITI REMOVER	103652-6301	AP112918	759.64	30082		00099797	11/29/2018

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	V004683		Special Department Supplies						
				<b>Check Total:</b>	<b>759.64</b>				
MW OH	CIVIL SOURCE INC V010462	ADA RAMP ENG DESIGN SVS	171905-6185 Construction Services	AP112918	14,600.00	104491	P11433	00099798	11/29/2018
				<b>Check Total:</b>	<b>14,600.00</b>				
MW OH	COLLINS COLLINS MUIR V010946	LIABILITY CLAIM PAYMENT	404582-6210 Liability Claims	AP112918	74.00	4318008		00099799	11/29/2018
				<b>Check Total:</b>	<b>74.00</b>				
MW OH	COMMONWEALTH LAND V011060	PLACENTIA VETERANS VILLAGE	0053-1204 Notes Receivable	AP112918	500,000.00	112818		00099800	11/29/2018
				<b>Check Total:</b>	<b>500,000.00</b>				
MW OH	COUNTY OF ORANGE V008881	SEPT CLETS/LIVESCAN SVS	101523-6840 Machinery & Equipment	AP112918	4,254.86	SH 50864		00099801	11/29/2018
MW OH	COUNTY OF ORANGE V008881	SEPT CLETS/LIVESCAN SVS	103043-6099 Professional Services	AP112918	1,104.51	SH 50864	P11450	00099801	11/29/2018
MW OH	COUNTY OF ORANGE V008881	OCT CLETS/LIVESCAN SVS	103043-6099 Professional Services	AP112918	1,104.51	SH 51343	P11450	00099801	11/29/2018
				<b>Check Total:</b>	<b>6,463.88</b>				
MW OH	DEPARTMENT OF JUSTICE V000213	OCT LIVESCAN PROCESSING	0044-2053 DOJ Livescan	AP112918	64.00	337255		00099802	11/29/2018
MW OH	DEPARTMENT OF JUSTICE V000213	OCT LIVESCAN PROCESSING	101512-6099 Professional Services	AP112918	130.00	337255		00099802	11/29/2018
				<b>Check Total:</b>	<b>194.00</b>				
MW OH	DESAI, ANOOJ V011053	11/10 SPEAKER SCHOLARSHIP	101511-6301 / 79466-6301 Special Department Supplies	AP112918	100.00	110618AD		00099803	11/29/2018
				<b>Check Total:</b>	<b>100.00</b>				
MW OH	DFS FLOORING INC V000099	NOV CARPET CLEANING SVS	103654-6130 Repair & Maint/Facilities	AP112918	665.00	305857-36		00099804	11/29/2018
				<b>Check Total:</b>	<b>665.00</b>				

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MW OH	DUDEK & ASSOCIATES INC V004114	OCT SEWER SYSTEM AUDIT SVS	484356-6120 R & M/Sewer & Storm Drain	AP112918	4,270.00	20187061	P11359	00099805	11/29/2018
MW OH	DUDEK & ASSOCIATES INC V004114	SEPT SEWER ENGINEERING SVS	713811-6185 Construction Services	AP112918	5,685.57	20186370	P11429	00099805	11/29/2018
<b>Check Total:</b>					<b>9,955.57</b>				
MW OH	EILEY, TIFFANY V009544	PD TRAINING MEALS	733041-6250 Staff Training	AP112918	200.00	TE115918M		00099806	11/29/2018
<b>Check Total:</b>					<b>200.00</b>				
MW OH	EJ WARD INC V001108	VEHICLE ANTENNA	103658-6134 Vehicle Repair & Maintenance	AP112918	43.97	0064988-IN		00099807	11/29/2018
MW OH	EJ WARD INC V001108	COVER KIT	103658-6134 Vehicle Repair & Maintenance	AP112918	355.22	0065027-IN		00099807	11/29/2018
<b>Check Total:</b>					<b>399.19</b>				
MW OH	EMPIRE MEDIA V010651	OCT MEDIA PRODUCTION SVS	581573-6099 Professional Services	AP112918	5,529.50	0056	P11370	00099808	11/29/2018
<b>Check Total:</b>					<b>5,529.50</b>				
MW OH	ENTERPRISE FLEET V003312	NOV PD VEHICLE LEASE PMT	103042-6165 / 50070-6165 Vehicle Rental	AP112918	3,777.41	FBN3591396	P11371	00099809	11/29/2018
<b>Check Total:</b>					<b>3,777.41</b>				
MW OH	FACTORY MOTOR PARTS V010842	WIPER BLADES, OIL FILTER	103658-6134 Vehicle Repair & Maintenance	AP112918	44.86	102-058179		00099810	11/29/2018
MW OH	FACTORY MOTOR PARTS V010842	AIR FILTERS	103658-6134 Vehicle Repair & Maintenance	AP112918	25.56	102-058822		00099810	11/29/2018
MW OH	FACTORY MOTOR PARTS V010842	CV AXLE	103658-6134 Vehicle Repair & Maintenance	AP112918	82.95	102-058828		00099810	11/29/2018
MW OH	FACTORY MOTOR PARTS V010842	LUBRICANT	103658-6137 Repair Maint/Equipment	AP112918	21.14	102-059465		00099810	11/29/2018
MW OH	FACTORY MOTOR PARTS V010842	VEHICLE MAINT SUPPLIES	103658-6137 Repair Maint/Equipment	AP112918	26.62	102-059505		00099810	11/29/2018

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MW OH	FACTORY MOTOR PARTS V010842	FUEL CAP	103658-6134 Vehicle Repair & Maintenance	AP112918	9.70	102-059525		00099810	11/29/2018
MW OH	FACTORY MOTOR PARTS V010842	FILTERS	103658-6134 Vehicle Repair & Maintenance	AP112918	20.15	102-060050		00099810	11/29/2018
MW OH	FACTORY MOTOR PARTS V010842	FILTERS	103658-6134 Vehicle Repair & Maintenance	AP112918	54.58	102-060474		00099810	11/29/2018
MW OH	FACTORY MOTOR PARTS V010842	BRAKE SHOES & PADS	103658-6134 Vehicle Repair & Maintenance	AP112918	59.64	12-2904524		00099810	11/29/2018
MW OH	FACTORY MOTOR PARTS V010842	FAN ASSEMBLY	103658-6301 Special Department Supplies	AP112918	171.79	12-2905589		00099810	11/29/2018
MW OH	FACTORY MOTOR PARTS V010842	LUBRICANT, GLASS CLEANER	103658-6137 Repair Maint/Equipment	AP112918	32.72	12-2914878		00099810	11/29/2018
MW OH	FACTORY MOTOR PARTS V010842	OIL COOLER GASKET KIT	103658-6134 Vehicle Repair & Maintenance	AP112918	66.15	12-2915256		00099810	11/29/2018
MW OH	FACTORY MOTOR PARTS V010842	FUEL TANK	103658-6301 Special Department Supplies	AP112918	123.17	12-2918378		00099810	11/29/2018
MW OH	FACTORY MOTOR PARTS V010842	REAR AXLE SHIFT, GEAR LUBE	103658-6134 Vehicle Repair & Maintenance	AP112918	200.68	12-2918388		00099810	11/29/2018
MW OH	FACTORY MOTOR PARTS V010842	SWAY BAR LINK KIT	103658-6134 Vehicle Repair & Maintenance	AP112918	23.90	12-2921822		00099810	11/29/2018
MW OH	FACTORY MOTOR PARTS V010842	CREDIT - REAR AXLE SHAFT	103658-6134 Vehicle Repair & Maintenance	AP112918	-135.66	12-2923819		00099810	11/29/2018
MW OH	FACTORY MOTOR PARTS V010842	WHEEL CYLINDER	103658-6134 Vehicle Repair & Maintenance	AP112918	14.08	12-2925192		00099810	11/29/2018
MW OH	FACTORY MOTOR PARTS V010842	BARE STRUT, WIPER BLADES	103658-6301 Special Department Supplies	AP112918	244.04	12-2927058		00099810	11/29/2018
					<b>Check Total:</b>	<b>1,086.07</b>			
MW OH	FEDEX V000394	SHIPPING CHARGES	101512-6325 Postage	AP112918	105.25	6-371-51820		00099811	11/29/2018
					<b>Check Total:</b>	<b>105.25</b>			

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MW OH	FIDELITY SECURITY LIFE V008132	NOV VISION INSURANCE PREMIUMS	395000-4740 ISF Employee Optical Costs	AP112918	2,940.68	163674738		00099812	11/29/2018
					<b>Check Total:</b>	<b>2,940.68</b>			
MW OH	FM THOMAS AIR V010634	ICE MACHINE REPAIRS	103654-6290 Dept. Contract Services	AP112918	479.96	39169	P11358	00099813	11/29/2018
					<b>Check Total:</b>	<b>479.96</b>			
MW OH	GOLDEN STATE WATER V000928	SEPT-NOV WATER CHARGES	109595-6335 Water	AP112918	373.90	110818		00099814	11/29/2018
					<b>Check Total:</b>	<b>373.90</b>			
MW OH	GOOD TIMES TRAVEL INC V010819	11/11 EXCURSION	0044-2056 CS Good Times Travel Deposits	AP112918	1,110.00	CP111118		00099815	11/29/2018
MW OH	GOOD TIMES TRAVEL INC V010819	11/15 EXCURSION	0044-2056 CS Good Times Travel Deposits	AP112918	1,092.00	CP111518		00099815	11/29/2018
					<b>Check Total:</b>	<b>2,202.00</b>			
MW OH	HAZ PARTY RENTALS V000462	CHAIR & TABLE RENTAL	101511-6301 Special Department Supplies	AP112918	480.60	37594		00099816	11/29/2018
					<b>Check Total:</b>	<b>480.60</b>			
MW OH	HDL COREN & CONE V001564	OCT-DEC PROPERTY TAX MGMT	102020-6099 Professional Services	AP112918	3,465.00	0025957-IN	P11373	00099817	11/29/2018
					<b>Check Total:</b>	<b>3,465.00</b>			
MW OH	HEALTHPOINTE MEDICAL V010713	10/22 EMPLOYEE INJURY PHYSICAL	101512-6099 Professional Services	AP112918	246.24	211900-2695981		00099818	11/29/2018
MW OH	HEALTHPOINTE MEDICAL V010713	10/25 EMPLOYEE INJURY PHYSICAL	101512-6099 Professional Services	AP112918	161.62	211900-2704412		00099818	11/29/2018
MW OH	HEALTHPOINTE MEDICAL V010713	10/29 PRE EMPLOYMENT PHYSICAL	101512-6099 Professional Services	AP112918	181.00	30601-2709937		00099818	11/29/2018
					<b>Check Total:</b>	<b>588.86</b>			
MW OH	HERC RENTALS INC V010786	POSTHOLE AUGER RENTAL	101904-6185 Construction Services	AP112918	713.30	30353624-002		00099819	11/29/2018

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MW OH	HERC RENTALS INC V010786	POSTHOLE AUGER RENTAL	101904-6185 Construction Services	AP112918	737.55	30374426-001		00099819	11/29/2018
MW OH	HERC RENTALS INC V010786	POSTHOLE AUGER RENTAL	101904-6185 Construction Services	AP112918	120.07	30407215-001		00099819	11/29/2018
MW OH	HERC RENTALS INC V010786	BACKHOE, TRACTOR LOADER	101904-6185 Construction Services	AP112918	665.46	30409963-001		00099819	11/29/2018
MW OH	HERC RENTALS INC V010786	STUMP GRINDER RENTAL	101904-6185 Construction Services	AP112918	244.26	30420470-001		00099819	11/29/2018
MW OH	HERC RENTALS INC V010786	BACKHOE RENTAL	101904-6185 Construction Services	AP112918	883.82	30421101-001		00099819	11/29/2018
<b>Check Total:</b>					<b>3,364.46</b>				
MW OH	HI-WAY SAFETY RENTALS V000459	DRIVE RIVET	103652-6310 Street Signs	AP112918	148.26	80949		00099820	11/29/2018
MW OH	HI-WAY SAFETY RENTALS V000459	HANDICAP PARKING SIGN	103652-6310 Street Signs	AP112918	154.13	81268		00099820	11/29/2018
<b>Check Total:</b>					<b>302.39</b>				
MW OH	HOT SHOTS ATHLETIC V009607	PYB JERSEYS	104071-6301 / 79376-6301 Special Department Supplies	AP112918	1,504.56	579		00099821	11/29/2018
<b>Check Total:</b>					<b>1,504.56</b>				
MW OH	HUGGINS, ALLEN V011051	IA INVESTIGATIONS 18-1 18-2	103040-6290 Dept. Contract Services	AP112918	15,600.00	110718		00099822	11/29/2018
<b>Check Total:</b>					<b>15,600.00</b>				
MW OH	ICMA RETIREMENT TRUST V010029	P/E 11/17/18 PD 11/23/18	0010-2170 Deferred Comp Payable - ICMA	AP112918	1,956.89	112318A		00099823	11/29/2018
MW OH	ICMA RETIREMENT TRUST V010029	P/E 11/17/18 PD 11/23/18	0054-2170 Deferred Comp Payable - ICMA	AP112918	237.01	112318A		00099823	11/29/2018
MW OH	ICMA RETIREMENT TRUST V010029	P/E 11/17/18 PD 11/23/18	0048-2170 Deferred Comp Payable - ICMA	AP112918	181.26	112318A		00099823	11/29/2018
MW OH	ICMA RETIREMENT TRUST	P/E 11/17/18 PD 11/23/18	0029-2170	AP112918	70.63	112318A		00099823	11/29/2018

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	V010029		Deferred Comp Payable - ICMA					
MW OH	ICMA RETIREMENT TRUST V010029	P/E 11/17/18 PD 11/23/18	0037-2170 Deferred Comp Payable - ICMA	AP112918	145.75 112318A		00099823	11/29/2018
					<b>Check Total:</b>	<b>2,591.54</b>		
MW OH	INTERNATIONAL INSTITUTE V000506	MEMBERSHIP - MELIA	101002-6255 Dues & Memberships	AP112918	210.00 110518		00099824	11/29/2018
MW OH	INTERNATIONAL INSTITUTE V000506	MEMBERSHIP - RAMIREZ	101002-6255 Dues & Memberships	AP112918	110.00 110518A		00099824	11/29/2018
					<b>Check Total:</b>	<b>320.00</b>		
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 11/17 PD 11/23	0010-2131 Employer PARS/ARS Payable	AP112918	1,082.40 112318A		00099825	11/29/2018
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 11/17 PD 11/23	0029-2131 Employer PARS/ARS Payable	AP112918	115.75 112318A		00099825	11/29/2018
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 11/17 PD 11/23	0037-2131 Employer PARS/ARS Payable	AP112918	176.14 112318A		00099825	11/29/2018
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 11/17 PD 11/23	0048-2131 Employer PARS/ARS Payable	AP112918	267.36 112318A		00099825	11/29/2018
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 11/17 PD 11/23	0054-2131 Employer PARS/ARS Payable	AP112918	85.70 112318A		00099825	11/29/2018
					<b>Check Total:</b>	<b>1,727.35</b>		
MW OH	JONES & MAYER V009822	SEPT LEGAL SERVICES	102531-6099 / 45057-6099 Professional Services	AP112918	268.13 88617		00099826	11/29/2018
MW OH	JONES & MAYER V009822	SEPT LEGAL SERVICES	0044-2042 / 45077-2042 Construction Deposits	AP112918	705.44 89017		00099826	11/29/2018
MW OH	JONES & MAYER V009822	SEPT LEGAL SERVICES	0044-2042 / 45066-2042 Construction Deposits	AP112918	975.16 89018		00099826	11/29/2018
MW OH	JONES & MAYER V009822	SEPT LEGAL SERVICES	101005-6005 Legal Services	AP112918	1,514.62 89020		00099826	11/29/2018
MW OH	JONES & MAYER	SEPT LEGAL SERVICES	101005-6005	AP112918	331.96 89021		00099826	11/29/2018

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	V009822		Legal Services						
MW OH	JONES & MAYER V009822	SEPT LEGAL SERVICES	101005-6005 Legal Services	AP112918	290.47	89022		00099826	11/29/2018
MW OH	JONES & MAYER V009822	SEPT LEGAL SERVICES	101005-6005 Legal Services	AP112918	67.03	89023		00099826	11/29/2018
MW OH	JONES & MAYER V009822	SEPT LEGAL SERVICES	101005-6005 Legal Services	AP112918	603.29	89027		00099826	11/29/2018
MW OH	JONES & MAYER V009822	SEPT LEGAL SERVICES	101005-6005 Legal Services	AP112918	1,787.53	89028		00099826	11/29/2018
MW OH	JONES & MAYER V009822	SEPT LEGAL SERVICES	101005-6005 Legal Services	AP112918	268.13	89034		00099826	11/29/2018
MW OH	JONES & MAYER V009822	SEPT LEGAL SERVICES	101005-6005 Legal Services	AP112918	728.86	89035		00099826	11/29/2018
MW OH	JONES & MAYER V009822	SEPT LEGAL SERVICES	101005-6005 Legal Services	AP112918	1,184.24	89036		00099826	11/29/2018
MW OH	JONES & MAYER V009822	SEPT LEGAL SERVICES	101005-6005 Legal Services	AP112918	1,675.79	89037		00099826	11/29/2018
MW OH	JONES & MAYER V009822	SEPT LEGAL SERVICES	101005-6005 Legal Services	AP112918	625.63	89038		00099826	11/29/2018
MW OH	JONES & MAYER V009822	SEPT LEGAL SERVICES	101005-6005 Legal Services	AP112918	21,708.41	89041		00099826	11/29/2018
MW OH	JONES & MAYER V009822	SEPT LEGAL SERVICES	101005-6005 Legal Services	AP112918	2,371.07	89042		00099826	11/29/2018
MW OH	JONES & MAYER V009822	SEPT LEGAL SERVICES	101005-6005 Legal Services	AP112918	424.53	89044		00099826	11/29/2018
MW OH	JONES & MAYER V009822	SEPT LEGAL SERVICES	101005-6005 Legal Services	AP112918	22.34	89045		00099826	11/29/2018
MW OH	JONES & MAYER V009822	SEPT LEGAL SERVICES	101005-6005 Legal Services	AP112918	111.72	89172		00099826	11/29/2018
<b>Check Total:</b>					<b>35,664.35</b>				

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MW OH	KOSMONT COMPANIES V006131	OCT CONSULTING SERVICES	547525-6099 Professional Services	AP112918	237.90	1502.9 042	P11396	00099827	11/29/2018
<b>Check Total:</b>					<b>237.90</b>				
MW OH	LEGAL SHIELD V008104	OCT LEGAL SERVICES	0048-2192 Police Legal Services	AP112918	26.31	110518A		00099828	11/29/2018
MW OH	LEGAL SHIELD V008104	OCT LEGAL SERVICES	0010-2192 Police Legal Services	AP112918	150.73	110518A		00099828	11/29/2018
MW OH	LEGAL SHIELD V008104	OCT LEGAL SERVICES	0037-2192 Police Legal Services	AP112918	2.48	110518A		00099828	11/29/2018
MW OH	LEGAL SHIELD V008104	OCT LEGAL SERVICES	0073-2192 Police Legal Services	AP112918	0.74	110518A		00099828	11/29/2018
MW OH	LEGAL SHIELD V008104	OCT LEGAL SERVICES	0029-2192 Police Legal Services	AP112918	6.04	110518A		00099828	11/29/2018
<b>Check Total:</b>					<b>186.30</b>				
MW OH	LEMUS, FREDDY V010586	PD TRAINING MEALS	733041-6250 Staff Training	AP112918	200.00	FL115918M		00099829	11/29/2018
<b>Check Total:</b>					<b>200.00</b>				
MW OH	LIEBERT CASSIDY V000597	OCT LEGAL SERVICES	101005-6005 Legal Services	AP112918	70.00	1468909		00099830	11/29/2018
MW OH	LIEBERT CASSIDY V000597	OCT LEGAL SERVICES	101005-6005 Legal Services	AP112918	2,509.00	1468910		00099830	11/29/2018
<b>Check Total:</b>					<b>2,579.00</b>				
MW OH	MC FADDEN-DALE V000635	BATTERY	103658-6301 Special Department Supplies	AP112918	9.70	350131/5		00099831	11/29/2018
MW OH	MC FADDEN-DALE V000635	CABLE TIE	103654-6130 Repair & Maint/Facilities	AP112918	24.22	350133/5		00099831	11/29/2018
<b>Check Total:</b>					<b>33.92</b>				
MW OH	MENELY, RICKI V003570	PD TRAINING MEALS	733041-6250 Staff Training	AP112918	160.00	RM111718M		00099832	11/29/2018

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				<b>Check Total:</b>	<b>160.00</b>			
MW OH	MINUTEMAN V007449	HERITAGE SPONSORS BANNER	104078-6301 Special Department Supplies	AP112918	905.10 34179		00099833	11/29/2018
				<b>Check Total:</b>	<b>905.10</b>			
MW OH	OC PLUMBING V004312	PLUMBING SERVICES	103654-6130 Repair & Maint/Facilities	AP112918	1,087.60 19947		00099834	11/29/2018
				<b>Check Total:</b>	<b>1,087.60</b>			
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102020-6315 Office Supplies	AP112918	162.24 62507		00099835	11/29/2018
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102020-6315 Office Supplies	AP112918	11.30 B62507-1		00099835	11/29/2018
				<b>Check Total:</b>	<b>173.54</b>			
MW OH	ORANGE COUNTY SHERIFF V006998	ARREST & CONTROL TACTICS REG	733041-6250 Staff Training	AP112918	15.00 120318-ANGEL		00099836	11/29/2018
MW OH	ORANGE COUNTY SHERIFF V006998	ARREST & CONTROL TACTICS REG	733041-6250 Staff Training	AP112918	15.00 120318REIHANI		00099836	11/29/2018
				<b>Check Total:</b>	<b>30.00</b>			
MW OH	ORANGE COUNTY SHERIFF V003655	DRIVING SIMULATOR REG	733041-6250 Staff Training	AP112918	4.60 120518-ALCAL		00099837	11/29/2018
MW OH	ORANGE COUNTY SHERIFF V003655	DRIVING SIMULATOR REG	733041-6250 Staff Training	AP112918	4.60 120518-DREW		00099837	11/29/2018
				<b>Check Total:</b>	<b>9.20</b>			
MW OH	PARS V006999	SEPT PARS ARS FEES	109595-6295 City Admin Services	AP112918	595.82 41588		00099838	11/29/2018
MW OH	PARS V006999	SEPT REP FEES	109595-6295 City Admin Services	AP112918	400.00 41618		00099838	11/29/2018
				<b>Check Total:</b>	<b>995.82</b>			
MW OH	PEREZ, FRANK V001550	CAR SHOW REIMBURSEMENT	104078-6301 Special Department Supplies	AP112918	144.88 112018		00099839	11/29/2018

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				<b>Check Total:</b>	<b>144.88</b>				
MW OH	PETE'S ROAD SERVICE INC V000767	TIRE ALIGNMENT	103658-6134 Vehicle Repair & Maintenance	AP112918	89.95	278452-00		00099840	11/29/2018
				<b>Check Total:</b>	<b>89.95</b>				
MW OH	PINA, JUANA V008762	DEPOSIT REFUND - WHITTEN	100000-4385 Facility Rental	AP112918	150.00	2002393.002		00099841	11/29/2018
				<b>Check Total:</b>	<b>150.00</b>				
MW OH	PLACENTIA HISTORICAL V011059	AFGHANS	104078-6301 Special Department Supplies	AP112918	135.00	11262018		00099842	11/29/2018
				<b>Check Total:</b>	<b>135.00</b>				
MW OH	PLACENTIA, CITY OF V000860	TRANSFER FUNDS TO B OF A	0010-1101 General Checking with Bank	AP112918	52,166.97	112918		00099843	11/29/2018
				<b>Check Total:</b>	<b>52,166.97</b>				
MW OH	PRINCIPAL FINANCIAL V000844	NOV LIFE INSURANCE PREMIUMS	102531-5163 Life Insurance Premiums	AP112918	139.84	124128078000-00		00099844	11/29/2018
MW OH	PRINCIPAL FINANCIAL V000844	NOV LIFE INSURANCE PREMIUMS	101511-5163 Life Insurance Premiums	AP112918	77.41	124128078000-00		00099844	11/29/2018
MW OH	PRINCIPAL FINANCIAL V000844	NOV LIFE INSURANCE PREMIUMS	395083-5163 Life Insurance Premiums	AP112918	528.68	124128078000-00		00099844	11/29/2018
MW OH	PRINCIPAL FINANCIAL V000844	NOV LIFE INSURANCE PREMIUMS	103040-5163 Life Insurance Premiums	AP112918	105.30	124128078000-00		00099844	11/29/2018
MW OH	PRINCIPAL FINANCIAL V000844	NOV LIFE INSURANCE PREMIUMS	104070-5163 Life Insurance Premiums	AP112918	116.55	124128078000-00		00099844	11/29/2018
MW OH	PRINCIPAL FINANCIAL V000844	NOV LIFE INSURANCE PREMIUMS	103550-5163 Life Insurance Premiums	AP112918	148.94	124128078000-00		00099844	11/29/2018
				<b>Check Total:</b>	<b>1,116.72</b>				
MW OH	PRINCIPAL LIFE V008141	NOV DENTAL INSURANCE PREMIUMS	95000-4720 ISF Dental Ins Reimbursement	AP112918	867.68	NOVEMBER 18		00099845	11/29/2018
MW OH	PRINCIPAL LIFE	NOV DENTAL INSURANCE PREMIUMS	95083-5162	AP112918	847.96	NOVEMBER 18		00099845	11/29/2018

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	V008141		Dental Insurance Premiums						
				<b>Check Total:</b>	<b>1,715.64</b>				
MW OH	PSYCHOLOGICAL V009259	OCT PRE-EMPLOYMENT PSYCH	101512-6099 Professional Services	AP112918	800.00	523461		00099846	11/29/2018
				<b>Check Total:</b>	<b>800.00</b>				
MW OH	PTM DOCUMENT SYSTEMS V005062	TAX FORMS	102020-6230 Printing & Binding	AP112918	266.06	0068937		00099847	11/29/2018
				<b>Check Total:</b>	<b>266.06</b>				
MW OH	RBI TRAFFIC INC V010707	JULY TRAFFIC ENGINEERING SVS	103550-6290 Dept. Contract Services	AP112918	5,160.00	2203	P11438	00099848	11/29/2018
MW OH	RBI TRAFFIC INC V010707	JULY TRAFFIC ENGINEERING SVS	192809-6185 Construction Services	AP112918	120.00	2203	P11438	00099848	11/29/2018
				<b>Check Total:</b>	<b>5,280.00</b>				
MW OH	RODRIGUEZ, JOSEPH V011058	DEPOSIT REFUND - BACKS BLDG	100000-4385 Facility Rental	AP112918	150.00	2002390.002		00099849	11/29/2018
				<b>Check Total:</b>	<b>150.00</b>				
MW OH	RWG LAW V010776	OCT LEGAL SERVICES	101005-6005 Legal Services	AP112918	1,822.49	219430		00099850	11/29/2018
				<b>Check Total:</b>	<b>1,822.49</b>				
MW OH	SECOND HARVEST FOOD V005571	NOV COMMODITIES DELIVERY	104072-6301 Special Department Supplies	AP112918	31.64	526976		00099851	11/29/2018
				<b>Check Total:</b>	<b>31.64</b>				
MW OH	SITEONE LANDSCAPE V011004	PLANTS	103655-6301 Special Department Supplies	AP112918	143.85	87168282-001		00099852	11/29/2018
MW OH	SITEONE LANDSCAPE V011004	PLANTS	101904-6185 Construction Services	AP112918	9.70	87168383-001		00099852	11/29/2018
MW OH	SITEONE LANDSCAPE V011004	PLANTS	101904-6185 Construction Services	AP112918	2,144.23	87413540-001		00099852	11/29/2018
MW OH	SITEONE LANDSCAPE	PLANTS	101904-6185	AP112918	1,889.35	87657836.001		00099852	11/29/2018

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	V011004		Construction Services						
MW OH	SITEONE LANDSCAPE V011004	PLANTS	101904-6185 Construction Services	AP112918	359.62	87843358-001		00099852	11/29/2018
MW OH	SITEONE LANDSCAPE V011004	CREDIT - PLANTS	101904-6185 Construction Services	AP112918	-1,814.35	88077483-001		00099852	11/29/2018
				<b>Check Total:</b>	<b>2,732.40</b>				
MW OH	SOCAL AT YOUR DOOR V010783	OCT USED OIL PICK-UP	374386-6285 Hazardous Materials Disposal	AP112918	280.00	0000543-4793-5		00099853	11/29/2018
				<b>Check Total:</b>	<b>280.00</b>				
MW OH	SPARKLETTS V000967	SR CENTER WATER SERVICE	104071-6299 Other Purchased Services	AP112918	119.08	14974536 111418		00099854	11/29/2018
MW OH	SPARKLETTS V000967	WHITTEN CENTER WATER SERVICE	104071-6299 Other Purchased Services	AP112918	42.62	15169979 111718		00099854	11/29/2018
				<b>Check Total:</b>	<b>161.70</b>				
MW OH	TANGO TANGO INC V011054	RADIO INTEGRATION APP	103042-6301 Special Department Supplies	AP112918	567.00	1229		00099855	11/29/2018
				<b>Check Total:</b>	<b>567.00</b>				
MW OH	TD GRAPHICS V006944	PRINTING SVS NOTICE TO APPEAR	103047-6230 Printing & Binding	AP112918	2,996.85	10216		00099856	11/29/2018
				<b>Check Total:</b>	<b>2,996.85</b>				
MW OH	TD GRAPHICS V006944	PRINTING SVS PARKING CITATION	103047-6230 Printing & Binding	AP112918	2,353.80	10139		00099857	11/29/2018
				<b>Check Total:</b>	<b>2,353.80</b>				
MW OH	TEAM ONE MANAGEMENT V010070	OCT PARK JANITORIAL SVS	103655-6290 Dept. Contract Services	AP112918	4,337.50	30	P11381	00099858	11/29/2018
				<b>Check Total:</b>	<b>4,337.50</b>				
MW OH	THE PUN GROUP LLP V010156	FINANCIAL AUDITING SERVICES	102020-6010 Accounting & Auditing Service	AP112918	10,000.00	111860	P11434	00099859	11/29/2018
				<b>Check Total:</b>	<b>10,000.00</b>				

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MW OH	TIAA COMMERCIAL FINANCIAL SERVICES V010867	BEC PRINTER MGMT SVS	109595-6137 Repair Maint/Equipment	AP112918	2,017.64	5756365		00099860	11/29/2018
<b>Check Total:</b>					<b>2,017.64</b>				
MW OH	TIME WARNER CABLE V004450	NOV-DEC EOC FIBER CHARGES	109595-6215 Telephone	AP112918	576.67	0034466111618		00099861	11/29/2018
MW OH	TIME WARNER CABLE V004450	NOV-DEC 10MB DEDICATED ACCESS	109595-6215 Telephone	AP112918	1,221.28	0347700111518		00099861	11/29/2018
MW OH	TIME WARNER CABLE V004450	NOV-DEC WHITTEN CTR INTERNET	109595-6215 Telephone	AP112918	632.86	0347726111518		00099861	11/29/2018
MW OH	TIME WARNER CABLE V004450	NOV-DEC PW YARD FIBER	109595-6215 Telephone	AP112918	632.90	0347858111718		00099861	11/29/2018
MW OH	TIME WARNER CABLE V004450	NOV-DEC FRIENDLY CTR INTERNET	504077-6215 Telephone	AP112918	119.99	0431975111118		00099861	11/29/2018
<b>Check Total:</b>					<b>3,183.70</b>				
MW OH	TOM DODSON & ASSOCIATES V009472	OCT CEQA SUPPORT SERVICES	749822-6017 Special Studies	AP112918	2,108.00	PLA88 18-9	P11391	00099862	11/29/2018
<b>Check Total:</b>					<b>2,108.00</b>				
MW OH	TOWNSEND PUBLIC AFFAIRS V004165	NOV LEGISLATIVE ADVOCACY SVS	101001-6001 Management Consulting Services	AP112918	5,000.00	14276	P11349	00099863	11/29/2018
<b>Check Total:</b>					<b>5,000.00</b>				
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 11/17 PD 11/23	0050-2131 Employer PARS/ARS Payable	AP112918	85.07	112318A		00099864	11/29/2018
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 11/17 PD 11/23	0050-2126 Employee PARS/ARS W/H	AP112918	85.07	112318A		00099864	11/29/2018
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 11/17 PD 11/23	0062-2126 Employee PARS/ARS W/H	AP112918	12.95	112318A		00099864	11/29/2018
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 11/17 PD 11/23	0062-2131 Employer PARS/ARS Payable	AP112918	12.95	112318A		00099864	11/29/2018
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 11/17 PD 11/23	0010-2126	AP112918	778.62	112318A		00099864	11/29/2018

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	V008781		Employee PARS/ARS W/H						
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 11/17 PD 11/23	0010-2131 Employer PARS/ARS Payable	AP112918	778.62	112318A		00099864	11/29/2018
				<b>Check Total:</b>	<b>1,753.28</b>				
MW OH	VACCARO, FRANK V004321	PYB REFEREE & SCHEDULING FEES	104071-6275 / 79376-6275 Officiating	AP112918	3,808.00	1122		00099865	11/29/2018
				<b>Check Total:</b>	<b>3,808.00</b>				
MW OH	WEST COAST LIGHTS & SIRENS V006106	OUTFIT NEW EXPLORER VAN	763041-6842 Vehicles	AP112918	8,360.01	17487	P11412	00099866	11/29/2018
				<b>Check Total:</b>	<b>8,360.01</b>				
MW OH	XCS DOCUMENT V006561	TONER FOR PLOTTER	104078-6301 Special Department Supplies	AP112918	215.29	163405 1		00099867	11/29/2018
				<b>Check Total:</b>	<b>215.29</b>				
MW OH	ZAMBRANO, ALEXANDER V010564	11/9 DJ SERVICES	104071-6299 Other Purchased Services	AP112918	150.00	11132018		00099868	11/29/2018
				<b>Check Total:</b>	<b>150.00</b>				
MW OH	MIDAMERICA V008972	PTO BUYBACK PD DATE 11/29/17	0010-2173 401A Special Pay Program	PY18125	24,083.88	2800/1801125		00099869	11/29/2018
				<b>Check Total:</b>	<b>24,083.88</b>				
MW OH	CALIFORNIA STATE V006510	AUG CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP120518	939.51	17-1000		00099870	12/06/2018
MW OH	CALIFORNIA STATE V006510	AUG CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP120518	9.05	17-1013		00099870	12/06/2018
MW OH	CALIFORNIA STATE V006510	AUG CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP120518	543.56	17-1021		00099870	12/06/2018
MW OH	CALIFORNIA STATE V006510	JUNE CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP120518	0.50	17-693		00099870	12/06/2018
MW OH	CALIFORNIA STATE V006510	JUNE CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP120518	148.38	17-704		00099870	12/06/2018

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MW OH	CALIFORNIA STATE V006510	JUNE CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP120518	542.30 17-706		00099870	12/06/2018
MW OH	CALIFORNIA STATE V006510	JUNE CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP120518	173.38 17-712		00099870	12/06/2018
MW OH	CALIFORNIA STATE V006510	JUNE CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP120518	182.76 17-717		00099870	12/06/2018
MW OH	CALIFORNIA STATE V006510	JUNE CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP120518	0.37 17-724		00099870	12/06/2018
MW OH	CALIFORNIA STATE V006510	JUNE CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP120518	598.37 17-741		00099870	12/06/2018
MW OH	CALIFORNIA STATE V006510	JUNE CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP120518	616.30 17-761		00099870	12/06/2018
MW OH	CALIFORNIA STATE V006510	JUNE CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP120518	533.56 17-770		00099870	12/06/2018
MW OH	CALIFORNIA STATE V006510	JUNE CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP120518	389.13 17-771		00099870	12/06/2018
MW OH	CALIFORNIA STATE V006510	JUNE CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP120518	310.25 17-777		00099870	12/06/2018
MW OH	CALIFORNIA STATE V006510	AUG CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP120518	148.37 17-897		00099870	12/06/2018
MW OH	CALIFORNIA STATE V006510	AUG CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP120518	27.56 17-914		00099870	12/06/2018
MW OH	CALIFORNIA STATE V006510	AUG CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP120518	23.37 17-924		00099870	12/06/2018
MW OH	CALIFORNIA STATE V006510	AUG CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP120518	558.56 17-929		00099870	12/06/2018
MW OH	CALIFORNIA STATE V006510	AUG CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP120518	543.55 17-933		00099870	12/06/2018
MW OH	CALIFORNIA STATE V006510	AUG CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP120518	98.38 17-937		00099870	12/06/2018

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MW OH	CALIFORNIA STATE V006510	AUG CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP120518	754.50	17-938		00099870	12/06/2018
MW OH	CALIFORNIA STATE V006510	AUG CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP120518	728.56	17-951		00099870	12/06/2018
MW OH	CALIFORNIA STATE V006510	AUG CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP120518	23.37	17-952		00099870	12/06/2018
MW OH	CALIFORNIA STATE V006510	AUG CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP120518	20.00	17-996		00099870	12/06/2018
					<b>Check Total:</b>	<b>7,913.64</b>			
MW OH	ALBERT GROVER & V007111	OCT TRAFFIC SAFETY STUDY SVS	102802-6185 Construction Services	AP120618	3,865.22	18663-IN	P11376	00099871	12/06/2018
					<b>Check Total:</b>	<b>3,865.22</b>			
MW OH	ALL CITY MANAGEMENT V000005	10/21-11/3 CROSSING GUARD SVS	103047-6290 Dept. Contract Services	AP120618	3,393.25	57515	P11361	00099872	12/06/2018
MW OH	ALL CITY MANAGEMENT V000005	11/4-11/17 CROSSING GUARD SVS	103047-6290 Dept. Contract Services	AP120618	2,864.87	57860	P11361	00099872	12/06/2018
					<b>Check Total:</b>	<b>6,258.12</b>			
MW OH	ANIMAL DENTAL SERVICES V011065	DENTAL CARE - K9 ACE	103041-6301 Special Department Supplies	AP120618	1,526.60	9524		00099873	12/06/2018
					<b>Check Total:</b>	<b>1,526.60</b>			
MW OH	ANTHEM LIFE INSURANCE V000046	NOV LIFE INSURANCE	103040-5110 Life Ins Allocation	AP120618	5.00	110118A		00099874	12/06/2018
MW OH	ANTHEM LIFE INSURANCE V000046	DEC LIFE INSURANCE	103040-5110 Life Ins Allocation	AP120618	5.00	120118A		00099874	12/06/2018
					<b>Check Total:</b>	<b>10.00</b>			
MW OH	AT & T V008736	DEC POWELL BLDG INTERNET	109595-6215 Telephone	AP120618	50.00	DEC 2018		00099875	12/06/2018
					<b>Check Total:</b>	<b>50.00</b>			
MW OH	ATMOSPHERE EVENTS	TREE LIGHTING EQUIPMENT RENTAL	04071-6301	AP120618	3,661.00	INV-00029A		00099876	12/06/2018

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	V011012		Special Department Supplies						
MW OH	ATMOSPHERE EVENTS V011012	TREE LIGHTING EQUIPMENT RENTAL	104071-6299 Other Purchased Services	AP120618	2,600.00	INV-00029A		00099876	12/06/2018
MW OH	ATMOSPHERE EVENTS V011012	TREE LIGHTING EQUIPMENT RENTAL	10044-2040 / 79394-2040 Special Deposits	AP120618	2,500.00	INV-00029A		00099876	12/06/2018
<b>Check Total:</b>					<b>8,761.00</b>				
MW OH	B & M LAWN & GARDEN V000127	STARTER MOTOR	103658-6134 Vehicle Repair & Maintenance	AP120618	95.41	416918		00099877	12/06/2018
<b>Check Total:</b>					<b>95.41</b>				
MW OH	BREA ROOFING V003463	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP120618	100.00	30-18-185		00099878	12/06/2018
MW OH	BREA ROOFING V003463	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP120618	100.00	30-18-195		00099878	12/06/2018
<b>Check Total:</b>					<b>200.00</b>				
MW OH	CACEO V009954	MEMBERSHIP - PIVAROFF	102533-6255 Dues & Memberships	AP120618	95.00	300009240		00099879	12/06/2018
MW OH	CACEO V009954	MEMBERSHIP - EADY	102533-6255 Dues & Memberships	AP120618	95.00	300009630		00099879	12/06/2018
<b>Check Total:</b>					<b>190.00</b>				
MW OH	CALIFORNIA FORENSIC V000232	NOV BLOOD DRAWS	103040-6055 Medical Services	AP120618	1,439.75	11.29.18	P11362	00099880	12/06/2018
<b>Check Total:</b>					<b>1,439.75</b>				
MW OH	CARSTENSEN, NICHOLAS V011062	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP120618	100.00	30-18-201		00099881	12/06/2018
<b>Check Total:</b>					<b>100.00</b>				
MW OH	CENTURY BUSINESS V010180	8/26-11/25 COPIER OVERAGES	109595-6175 Office Equipment Rental	AP120618	210.02	AR75292		00099882	12/06/2018
<b>Check Total:</b>					<b>210.02</b>				
MW OH	CITY OF ANAHEIM	OCT-NOV ELECTRICAL FEES	109595-6330	AP120618	59.47	111618		00099883	12/06/2018

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	V010186		Electricity						
				<b>Check Total:</b>	<b>59.47</b>				
MW OH	CIVIC PLUS V006674	SSL CERTIFICATE FEE	581573-6136 Software Maintenance	AP120618	112.50	173117		00099884	12/06/2018
MW OH	CIVIC PLUS V006674	LATE FEE	581573-6136 Software Maintenance	AP120618	5.00	178075		00099884	12/06/2018
MW OH	CIVIC PLUS V006674	LATE FEE	581573-6136 Software Maintenance	AP120618	5.00	179559		00099884	12/06/2018
				<b>Check Total:</b>	<b>122.50</b>				
MW OH	COMMERCIAL AQUATIC V005203	NOV POOL MAINT - GOMEZ	103654-6290 Dept. Contract Services	AP120618	409.21	I180392		00099885	12/06/2018
				<b>Check Total:</b>	<b>409.21</b>				
MW OH	COUNTY OF ORANGE V008881	NOV AFIS SERVICES	103040-6290 Dept. Contract Services	AP120618	2,108.00	SH 51421	P11394	00099886	12/06/2018
MW OH	COUNTY OF ORANGE V008881	NOV CLETS/LIVESCAN SVS	103043-6099 Professional Services	AP120618	1,104.51	SH 51666	P11450	00099886	12/06/2018
				<b>Check Total:</b>	<b>3,212.51</b>				
MW OH	DATA TICKET INC. V006119	OCT CODE CITATION PROCESSING	102533-6290 Dept. Contract Services	AP120618	222.00	94761		00099887	12/06/2018
				<b>Check Total:</b>	<b>222.00</b>				
MW OH	DRABEK, GARY V004197	NOV RESERVE OFFICER STIPEND	103041-5005 / 50065-5005 Salaries/Part-Time	AP120618	200.00	120418		00099888	12/06/2018
				<b>Check Total:</b>	<b>200.00</b>				
MW OH	EJ WARD INC V001108	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP120618	999.01	0065271-IN		00099889	12/06/2018
				<b>Check Total:</b>	<b>999.01</b>				
MW OH	EMPLOYMENT V000203	JUL-SEPT UNEMPLOYMENT	404581-5155 Employee Insurance Claims	AP120618	7,100.00	L0479571040		00099890	12/06/2018
				<b>Check Total:</b>	<b>7,100.00</b>				

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MW OH	FUN SERVICES V000412	HERITAGE GAMES	104078-6099 Professional Services	AP120618	1,784.00	28655A		00099891	12/06/2018
<b>Check Total:</b>					<b>1,784.00</b>				
MW OH	GOLDEN STATE WATER V000928	SEPT-NOV WATER CHARGES	109595-6335 Water	AP120618	4,943.93	110918		00099892	12/06/2018
MW OH	GOLDEN STATE WATER V000928	SEPT-NOV WATER CHARGES	296561-6335 Water	AP120618	5,334.41	110918		00099892	12/06/2018
<b>Check Total:</b>					<b>10,278.34</b>				
MW OH	GONZALEZ, CATARINO V011064	DEPOSIT REFUND - AGUIRRE BLDG	100000-4385 Facility Rental	AP120618	100.00	2002391.002		00099893	12/06/2018
<b>Check Total:</b>					<b>100.00</b>				
MW OH	GONZALEZ, JOSE V011066	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP120618	47.00	PK461653		00099894	12/06/2018
<b>Check Total:</b>					<b>47.00</b>				
MW OH	GRM INFORMATION V010769	SCANNING & INDEXING DOCS, MAPS	03551-6290 Dept. Contract Services	AP120618	8,180.06	0362415		00099895	12/06/2018
MW OH	GRM INFORMATION V010769	SCANNING & INDEXING DOCS, MAPS	03551-6290 Dept. Contract Services	AP120618	1,175.40	0364201		00099895	12/06/2018
<b>Check Total:</b>					<b>9,355.46</b>				
MW OH	HALO CONFIDENTIAL V008544	DEC PD BACKGROUND	103040-6290 Dept. Contract Services	AP120618	2,800.00	0116	P11363	00099896	12/06/2018
<b>Check Total:</b>					<b>2,800.00</b>				
MW OH	HOME DEPOT CREDIT V010624	FACILITY REPAIR SUPPLIES	103655-6301 Special Department Supplies	AP120618	139.15	1031104		00099897	12/06/2018
MW OH	HOME DEPOT CREDIT V010624	PARK REPAIR SUPPLIES	103655-6130 Repair & Maint/Facilities	AP120618	120.66	10557		00099897	12/06/2018
MW OH	HOME DEPOT CREDIT V010624	DRAIN GUN	103654-6301 Special Department Supplies	AP120618	76.23	10627		00099897	12/06/2018
MW OH	HOME DEPOT CREDIT	PARK REPAIR SUPPLIES	103655-6301	AP120618	59.23	10628		00099897	12/06/2018

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	V010624		Special Department Supplies						
MW OH	HOME DEPOT CREDIT V010624	CREDIT - LED WRAP	103655-6301 Special Department Supplies	AP120618	-117.45	111123		00099897	12/06/2018
MW OH	HOME DEPOT CREDIT V010624	PARK REPAIR SUPPLIES	103655-6301 Special Department Supplies	AP120618	85.66	2011430		00099897	12/06/2018
MW OH	HOME DEPOT CREDIT V010624	GRAFFITI REMOVAL SUPPLIES	103652-6301 Special Department Supplies	AP120618	59.82	4012324		00099897	12/06/2018
MW OH	HOME DEPOT CREDIT V010624	GRAFFITI PAINT	103652-6301 Special Department Supplies	AP120618	74.80	5022648		00099897	12/06/2018
MW OH	HOME DEPOT CREDIT V010624	FACILITY REPAIR SUPPLIES	103654-6301 Special Department Supplies	AP120618	66.24	5022764		00099897	12/06/2018
MW OH	HOME DEPOT CREDIT V010624	LOCKER INSTALL SUPPLIES	103654-6301 Special Department Supplies	AP120618	93.07	6022610		00099897	12/06/2018
MW OH	HOME DEPOT CREDIT V010624	LOCKER INSTALL SUPPLIES	103654-6301 Special Department Supplies	AP120618	126.06	8010838		00099897	12/06/2018
				<b>Check Total:</b>	<b>783.47</b>				
MW OH	HOYT ROOFS INC V003476	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP120618	100.00	30-18-187		00099898	12/06/2018
MW OH	HOYT ROOFS INC V003476	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP120618	100.00	30-18-191		00099898	12/06/2018
				<b>Check Total:</b>	<b>200.00</b>				
MW OH	ICMA RETIREMENT TRUST V010029	P/E 12/1/18 PD 12/7/18	0037-2170 Deferred Comp Payable - ICMA	AP120618	145.75	120718A		00099899	12/06/2018
MW OH	ICMA RETIREMENT TRUST V010029	P/E 12/1/18 PD 12/7/18	0054-2170 Deferred Comp Payable - ICMA	AP120618	237.01	120718A		00099899	12/06/2018
MW OH	ICMA RETIREMENT TRUST V010029	P/E 12/1/18 PD 12/7/18	0029-2170 Deferred Comp Payable - ICMA	AP120618	70.63	120718A		00099899	12/06/2018
MW OH	ICMA RETIREMENT TRUST V010029	P/E 12/1/18 PD 12/7/18	0010-2170 Deferred Comp Payable - ICMA	AP120618	1,956.89	120718A		00099899	12/06/2018
MW OH	ICMA RETIREMENT TRUST	P/E 12/1/18 PD 12/7/18	0048-2170	AP120618	181.26	120718A		00099899	12/06/2018

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	V010029		Deferred Comp Payable - ICMA						
				<b>Check Total:</b>	<b>2,591.54</b>				
MW OH	IMPERIAL SPRINKLER V006506	FERTILIZER	101904-6185 Construction Services	AP120618	290.04	3532387-00		00099900	12/06/2018
MW OH	IMPERIAL SPRINKLER V006506	KRAEMER MEDIAN RENO SUPPLIES	101904-6185 Construction Services	AP120618	1,848.77	3555639-00		00099900	12/06/2018
MW OH	IMPERIAL SPRINKLER V006506	KRAEMER MEDIAN RENO SUPPLIES	101904-6185 Construction Services	AP120618	103.47	3557558-00		00099900	12/06/2018
MW OH	IMPERIAL SPRINKLER V006506	KRAEMER MEDIAN RENO SUPPLIES	101904-6185 Construction Services	AP120618	634.61	3558902-00		00099900	12/06/2018
MW OH	IMPERIAL SPRINKLER V006506	KRAEMER MEDIAN RENO SUPPLIES	101904-6185 Construction Services	AP120618	373.61	3560140-00		00099900	12/06/2018
MW OH	IMPERIAL SPRINKLER V006506	KRAEMER MEDIAN RENO SUPPLIES	101904-6185 Construction Services	AP120618	87.88	3560971-00		00099900	12/06/2018
				<b>Check Total:</b>	<b>3,338.38</b>				
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 12/1 PD 12/7	0048-2131 Employer PARS/ARS Payable	AP120618	267.36	120718A		00099901	12/06/2018
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 12/1 PD 12/7	0054-2131 Employer PARS/ARS Payable	AP120618	85.70	120718A		00099901	12/06/2018
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 12/1 PD 12/7	0010-2131 Employer PARS/ARS Payable	AP120618	1,082.41	120718A		00099901	12/06/2018
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 12/1 PD 12/7	0029-2131 Employer PARS/ARS Payable	AP120618	115.74	120718A		00099901	12/06/2018
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 12/1 PD 12/7	0037-2131 Employer PARS/ARS Payable	AP120618	176.14	120718A		00099901	12/06/2018
				<b>Check Total:</b>	<b>1,727.35</b>				
MW OH	JONES & MAYER V009822	LEGAL SERVICES	109595-6999 Other Expenditure	AP120618	12,250.00	89639	P11454	00099902	12/06/2018
MW OH	JONES & MAYER	LEGAL SERVICES	109595-6999	AP120618	6,000.00	89639A	P11455	00099902	12/06/2018

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	V009822		Other Expenditure						
				<b>Check Total:</b>	<b>18,250.00</b>				
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - VIP DELZER	103041-6360 / 50130-6360 Uniforms	AP120618	268.23	700018178		00099903	12/06/2018
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - SHIN	613041-6360 / 50067-6360 Uniforms	AP120618	558.08	700019764		00099903	12/06/2018
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - DREW	613041-6360 / 50040-6360 Uniforms	AP120618	74.34	700019770		00099903	12/06/2018
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - BUTTS	613041-6360 / 50040-6360 Uniforms	AP120618	653.98	700019811		00099903	12/06/2018
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - MCELHINNEY	613041-6360 / 50040-6360 Uniforms	AP120618	479.47	700019822		00099903	12/06/2018
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - SCHONHEINZ	103041-6360 / 50048-6360 Uniforms	AP120618	16.15	700019834		00099903	12/06/2018
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - MILES	103041-6360 / 50142-6360 Uniforms	AP120618	159.43	700019853		00099903	12/06/2018
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - MAGDALENO	613041-6360 / 50067-6360 Uniforms	AP120618	142.22	700020406		00099903	12/06/2018
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - SOMAIAH	613041-6360 / 50067-6360 Uniforms	AP120618	633.47	700020622		00099903	12/06/2018
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - SERVIN	613041-6360 / 50067-6360 Uniforms	AP120618	663.68	700020624		00099903	12/06/2018
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - KENNICUTT	613041-6360 / 50100-6360 Uniforms	AP120618	336.16	700020630		00099903	12/06/2018
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - MIRANDA	613041-6360 / 50067-6360 Uniforms	AP120618	475.12	700020747		00099903	12/06/2018
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - EILEY	613041-6360 / 50040-6360 Uniforms	AP120618	63.56	700020750		00099903	12/06/2018
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - TORRES	103043-6360 / 50100-6360 Uniforms	AP120618	142.22	700022025		00099903	12/06/2018

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MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - HOPLEY	103043-6360 / 50100-6360 Uniforms	AP120618	142.22	700022026		00099903	12/06/2018
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - GAPIK	103041-6360 / 50040-6360 Uniforms	AP120618	734.74	700022158		00099903	12/06/2018
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - GARZA	103047-6360 / 50045-6360 Uniforms	AP120618	134.68	700022258		00099903	12/06/2018
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - BARTZ	103043-6360 / 50130-6360 Uniforms	AP120618	133.59	700022279		00099903	12/06/2018
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - RUBALCAVA	103047-6360 / 50045-6360 Uniforms	AP120618	183.15	700022314		00099903	12/06/2018
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - DOLAN	103043-6360 / 50080-6360 Uniforms	AP120618	275.79	700022320		00099903	12/06/2018
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - DRABEK	103041-6360 / 50065-6360 Uniforms	AP120618	2.14	700022522		00099903	12/06/2018
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - GILLIS	103041-6360 / 50040-6360 Uniforms	AP120618	309.21	700022693		00099903	12/06/2018
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - CARAVEZ	103041-6360 / 50040-6360 Uniforms	AP120618	611.89	700022694		00099903	12/06/2018
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - TITUS	103041-6360 / 50067-6360 Uniforms	AP120618	53.86	700022858		00099903	12/06/2018
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - MARTINEZ	103041-6360 / 50060-6360 Uniforms	AP120618	193.93	700022889		00099903	12/06/2018
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - STEWART	103043-6360 / 50080-6360 Uniforms	AP120618	573.12	700022933		00099903	12/06/2018
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - POINT	103040-6360 Uniforms	AP120618	175.60	700023117		00099903	12/06/2018
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - GOMEZ	103041-6360 Uniforms	AP120618	181.00	700023118		00099903	12/06/2018
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - DOLAN	103043-6360 / 50080-6360 Uniforms	AP120618	86.20	700023121		00099903	12/06/2018

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MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - REYES	103041-6360 / 50044-6360 Uniforms	AP120618	383.50	700023124		00099903	12/06/2018
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - DELZER	103043-6360 Uniforms	AP120618	80.80	700023136		00099903	12/06/2018
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - KENNICUTT	103041-6360 Uniforms	AP120618	47.41	700023293		00099903	12/06/2018
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - HOLTSCRAW	103041-6360 Uniforms	AP120618	17.24	700023294		00099903	12/06/2018
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - CARAVEZ	103041-6360 / 50040-6360 Uniforms	AP120618	178.84	70023111		00099903	12/06/2018
<b>Check Total:</b>					<b>9,165.02</b>				
MW OH	KNOWLES-MCNIFF INC V000558	OCT SOFTWARE MAINT SVS	101523-6136 Software Maintenance	AP120618	4,252.50	INV91240	P11417	00099905	12/06/2018
<b>Check Total:</b>					<b>4,252.50</b>				
MW OH	LENYI, DARIN V010245	OCCPSA MEETING REIMBURSEMENT	103040-6245 Meetings & Conferences	AP120618	118.00	DL120518		00099906	12/06/2018
<b>Check Total:</b>					<b>118.00</b>				
MW OH	M JACK BROOKS JD V010723	NOV SR. HR ANALYST SVS	101512-6099 Professional Services	AP120618	4,313.75	112018 PHR		00099907	12/06/2018
<b>Check Total:</b>					<b>4,313.75</b>				
MW OH	MARK43 INC V010565	RECORDS MGMT & DISPATCH APP	676904-6185 / 51001-6185 Construction Services	AP120618	59,220.00	0079		00099908	12/06/2018
<b>Check Total:</b>					<b>59,220.00</b>				
MW OH	MCKAY, MIKE V009557	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP120618	100.00	30-18-210		00099909	12/06/2018
<b>Check Total:</b>					<b>100.00</b>				
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103550-6315 Office Supplies	AP120618	10.95	62511		00099910	12/06/2018
MW OH	OFFICE INDUSTRIES	PAPER	109595-6315	AP120618	202.09	62534		00099910	12/06/2018

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	V007477		Office Supplies					
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103550-6315 Office Supplies	AP120618	7.61 62536		00099910	12/06/2018
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP120618	250.87 62555		00099910	12/06/2018
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102531-6315 Office Supplies	AP120618	29.39 62557		00099910	12/06/2018
				<b>Check Total:</b>	<b>500.91</b>			
MW OH	PACIFIC COMPLIANCE V009292	UST ANNUMA MONITOR CERT	103658-6301 Special Department Supplies	AP120618	475.00 4085		00099911	12/06/2018
				<b>Check Total:</b>	<b>475.00</b>			
MW OH	PARCEL PENDING INC V010976	NOV PARCEL SOFTWARE SVS	103654-6301 Special Department Supplies	AP120618	124.70 32747		00099912	12/06/2018
MW OH	PARCEL PENDING INC V010976	DEC PARCEL SOFTWARE SVS	103654-6301 Special Department Supplies	AP120618	129.00 33422		00099912	12/06/2018
MW OH	PARCEL PENDING INC V010976	INSTALLATION & TRAINING	105908-6185 Construction Services	AP120618	1,500.00 32764	P11407	00099912	12/06/2018
MW OH	PARCEL PENDING INC V010976	PARCEL LOCKERS	105908-6185 Construction Services	AP120618	6,934.50 32764	P11407	00099912	12/06/2018
				<b>Check Total:</b>	<b>8,688.20</b>			
MW OH	PARKHOUSE TIRE INC V004472	TIRES	103658-6134 Vehicle Repair & Maintenance	AP120618	1,427.30 1020203739		00099913	12/06/2018
				<b>Check Total:</b>	<b>1,427.30</b>			
MW OH	PERRIN, PAUL L V010648	11/15 PRE EMPLOYMENT POLYGRAPH	103040-6099 Professional Services	AP120618	450.00 18-11		00099914	12/06/2018
				<b>Check Total:</b>	<b>450.00</b>			
MW OH	RYDIN DECAL V005931	PRINTING SVS PARKING PERMITS	103047-6230 Printing & Binding	AP120618	1,277.17 351520		00099915	12/06/2018
				<b>Check Total:</b>	<b>1,277.17</b>			

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MW OH	SA AQUATICS V002842	OCT CITY HALL FOUNTAIN MAINT	103654-6130 / 21008-6130 Repair & Maint/Facilities	AP120618	142.50	204908		00099916	12/06/2018
MW OH	SA AQUATICS V002842	OCT CITY HALL FOUNTAIN MAINT	103654-6130 Repair & Maint/Facilities	AP120618	142.50	204908		00099916	12/06/2018
					<b>Check Total:</b>	<b>285.00</b>			
MW OH	SO CAL GAS V000909	OCT-NOV GAS CHARGES	109595-6340 Natural Gas	AP120618	684.11	112018		00099917	12/06/2018
					<b>Check Total:</b>	<b>684.11</b>			
MW OH	SOUTHERN CALIFORNIA V000910	OCT-NOV ELECTRICAL CHARGES	109595-6330 / 21012-6330 Electricity	AP120618	15.73	101118		00099918	12/06/2018
MW OH	SOUTHERN CALIFORNIA V000910	OCT-NOV ELECTRICAL CHARGES	109595-6330 / 21009-6330 Electricity	AP120618	52.12	101118		00099918	12/06/2018
MW OH	SOUTHERN CALIFORNIA V000910	OCT-NOV ELECTRICAL CHARGES	109595-6330 Electricity	AP120618	6,867.47	101118		00099918	12/06/2018
MW OH	SOUTHERN CALIFORNIA V000910	OCT-NOV ELECTRICAL CHARGES	109595-6330 / 21011-6330 Electricity	AP120618	102.54	101118		00099918	12/06/2018
MW OH	SOUTHERN CALIFORNIA V000910	OCT-NOV ELECTRICAL CHARGES	296561-6330 Electricity	AP120618	1,683.93	101118		00099918	12/06/2018
MW OH	SOUTHERN CALIFORNIA V000910	OCT-NOV ELECTRICAL CHARGES	296561-6330 Electricity	AP120618	134.93	102618		00099918	12/06/2018
MW OH	SOUTHERN CALIFORNIA V000910	OCT-NOV ELECTRICAL CHARGES	109595-6330 / 21009-6330 Electricity	AP120618	56.22	102618		00099918	12/06/2018
MW OH	SOUTHERN CALIFORNIA V000910	OCT-NOV ELECTRICAL CHARGES	109595-6330 / 21010-6330 Electricity	AP120618	250.79	102618		00099918	12/06/2018
MW OH	SOUTHERN CALIFORNIA V000910	OCT-NOV ELECTRICAL CHARGES	109595-6330 / 21008-6330 Electricity	AP120618	4,218.28	102618		00099918	12/06/2018
MW OH	SOUTHERN CALIFORNIA V000910	OCT-NOV ELECTRICAL CHARGES	109595-6330 Electricity	AP120618	13,467.88	102618		00099918	12/06/2018
					<b>Check Total:</b>	<b>26,849.89</b>			
MW OH	TRANSUNION RISK &	NOV PD DATABASE TRANSACTIONS	103042-6290	AP120618	112.10	120118		00099919	12/06/2018

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	V009317		Dept. Contract Services						
				<b>Check Total:</b>	<b>112.10</b>				
MW OH	TRILLIUM CNG (1720) V007952	SEPT CNG FUEL COSTS	103658-6345 Gasoline & Diesel Fuel	AP120618	92.36	181035853		00099920	12/06/2018
MW OH	TRILLIUM CNG (1720) V007952	NOV CNG FUEL COSTS	103658-6345 Gasoline & Diesel Fuel	AP120618	34.57	181240556		00099920	12/06/2018
MW OH	TRILLIUM CNG (1720) V007952	AUG CNG FUEL COSTS	103658-6345 Gasoline & Diesel Fuel	AP120618	180.75	18931547		00099920	12/06/2018
				<b>Check Total:</b>	<b>307.68</b>				
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 12/1 PD 12/7	0010-2131 Employer PARS/ARS Payable	AP120618	695.33	120718A		00099921	12/06/2018
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 12/1 PD 12/7	0010-2126 Employee PARS/ARS W/H	AP120618	695.33	120718A		00099921	12/06/2018
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 12/1 PD 12/7	0062-2126 Employee PARS/ARS W/H	AP120618	8.71	120718A		00099921	12/06/2018
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 12/1 PD 12/7	0050-2126 Employee PARS/ARS W/H	AP120618	71.00	120718A		00099921	12/06/2018
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 12/1 PD 12/7	0050-2131 Employer PARS/ARS Payable	AP120618	71.00	120718A		00099921	12/06/2018
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 12/1 PD 12/7	0062-2131 Employer PARS/ARS Payable	AP120618	8.71	120718A		00099921	12/06/2018
				<b>Check Total:</b>	<b>1,550.08</b>				
MW OH	US BANK ST PAUL V010025	2003 COP DEBT PAYMENT	0010-1150 Cash w/Fiscal Agent	AP120618	398,624.91	1317388		00099922	12/06/2018
				<b>Check Total:</b>	<b>398,624.91</b>				
MW OH	VASQUEZ, ADRIAN V011063	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP120618	100.00	30-18-209		00099923	12/06/2018
				<b>Check Total:</b>	<b>100.00</b>				
MW OH	VERIZON WIRELESS	10/21-11/20 PD DEVICES	109595-6215	AP120618	1,478.27	9818766083		00099924	12/06/2018

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	V008735		Telephone						
MW OH	VERIZON WIRELESS V008735	10/21-11/20 CA IPAD CHARGES	109595-6215 Telephone	AP120618	38.01	9818766084		00099924	12/06/2018
MW OH	VERIZON WIRELESS V008735	10/21-11/20 IPAD CHARGES	109595-6215 Telephone	AP120618	440.27	9818766085		00099924	12/06/2018
MW OH	VERIZON WIRELESS V008735	10/21-11/20 COUNCIL IPADS	109595-6215 Telephone	AP120618	235.47	9818766086		00099924	12/06/2018
MW OH	VERIZON WIRELESS V008735	10/21-11/20 INTERNET PUMP STAT	109595-6215 Telephone	AP120618	19.00	981877100		00099924	12/06/2018
MW OH	VERIZON WIRELESS V008735	10/21-11/20 INTERNET PUMP STAT	109595-6215 / 21009-6215 Telephone	AP120618	19.01	981877100		00099924	12/06/2018
				<b>Check Total:</b>	<b>2,230.03</b>				
MW OH	WEST COAST LIGHTS & SIRENS V006106	REP PRISONER VEHILCE	613041-6842 Vehicles	AP120618	1,443.41	17618		00099925	12/06/2018
				<b>Check Total:</b>	<b>1,443.41</b>				
MW OH	WEX BANK V007269	NOV PD FUEL COSTS	103658-6345 Gasoline & Diesel Fuel	AP120618	990.78	56755244		00099926	12/06/2018
				<b>Check Total:</b>	<b>990.78</b>				
MW OH	WLOW PARTNERS LLC V011061	RELEASE OF GRADING BOND	0044-2042 Construction Deposits	AP120618	23,000.00	111518		00099927	12/06/2018
				<b>Check Total:</b>	<b>23,000.00</b>				
MW OH	WOMACK, BEVERLEY V009310	CULTURAL ARTS REIMBURSEMENT	0044-2057 Cultural Arts	AP120618	106.11	110424693		00099928	12/06/2018
				<b>Check Total:</b>	<b>106.11</b>				
MW OH	YAMAGUCHI, BRIAN V003248	NOV RESERVE OFFICER STIPEND	103041-5005 / 50065-5005 Salaries/Part-Time	AP120618	200.00	120418		00099929	12/06/2018
				<b>Check Total:</b>	<b>200.00</b>				
MW OH	YORBA REGIONAL ANIMAL V008472	NOV K9 BOARDING FEES - ACE	103041-6301 Special Department Supplies	AP120618	169.72	711471357		00099930	12/06/2018

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MW OH	YORBA REGIONAL ANIMAL CREDIT - K9 ACE GROOMING V008472		103041-6301 Special Department Supplies	AP120618	-55.72	711472691		00099930	12/06/2018
MW OH	YORBA REGIONAL ANIMAL K9 MEDICAL CARE - ACE V008472		103041-6301 Special Department Supplies	AP120618	255.23	711475088		00099930	12/06/2018
<b>Check Total:</b>					<b>369.23</b>				
MW OH	CALIFORNIA STATE V004813	PE 12/01/18 PD 12/07/18	0048-2196 Garnishments W/H	PY18025	156.46	2700/1801025		00099931	12/07/2018
MW OH	CALIFORNIA STATE V004813	PE 12/01/18 PD 12/07/18	0037-2196 Garnishments W/H	PY18025	69.23	2700/1801025		00099931	12/07/2018
MW OH	CALIFORNIA STATE V004813	PE 12/01/18 PD 12/07/18	0029-2196 Garnishments W/H	PY18025	64.16	2700/1801025		00099931	12/07/2018
MW OH	CALIFORNIA STATE V004813	PE 12/01/18 PD 12/07/18	0010-2196 Garnishments W/H	PY18025	1,000.13	2700/1801025		00099931	12/07/2018
<b>Check Total:</b>					<b>1,289.98</b>				
MW OH	FRANCHISE TAX BOARD V000404	PE 12/01/18 PD 12/07/18	0010-2196 Garnishments W/H	PY18025	48.00	2710/1801025		00099932	12/07/2018
MW OH	FRANCHISE TAX BOARD V000404	PE 12/01/18 PD 12/07/18	0029-2196 Garnishments W/H	PY18025	6.00	2710/1801025		00099932	12/07/2018
MW OH	FRANCHISE TAX BOARD V000404	PE 12/01/18 PD 12/07/18	0048-2196 Garnishments W/H	PY18025	6.00	2710/1801025		00099932	12/07/2018
<b>Check Total:</b>					<b>60.00</b>				
MW OH	ORANGE COUNTY V000699	PE 12/01/18 PD 12/07/18	0010-2176 PCEA/OCEA Assoc Dues	PY18025	302.56	2610/1801025		00099933	12/07/2018
MW OH	ORANGE COUNTY V000699	PE 12/01/18 PD 12/07/18	0029-2176 PCEA/OCEA Assoc Dues	PY18025	7.68	2610/1801025		00099933	12/07/2018
MW OH	ORANGE COUNTY V000699	PE 12/01/18 PD 12/07/18	0037-2176 PCEA/OCEA Assoc Dues	PY18025	2.40	2610/1801025		00099933	12/07/2018
MW OH	ORANGE COUNTY V000699	PE 12/01/18 PD 12/07/18	0048-2176 PCEA/OCEA Assoc Dues	PY18025	24.06	2610/1801025		00099933	12/07/2018

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				<b>Check Total:</b>	<b>336.70</b>				
MW OH	PCEA C/O NORTH ORANGE V000679	CRE 12/01/18 PD 12/07/18	0048-2176 PCEA/OCEA Assoc Dues	PY18025	2.50	2615/1801025		00099934	12/07/2018
MW OH	PCEA C/O NORTH ORANGE V000679	CRE 12/01/18 PD 12/07/18	0037-2176 PCEA/OCEA Assoc Dues	PY18025	0.25	2615/1801025		00099934	12/07/2018
MW OH	PCEA C/O NORTH ORANGE V000679	CRE 12/01/18 PD 12/07/18	0010-2176 PCEA/OCEA Assoc Dues	PY18025	31.45	2615/1801025		00099934	12/07/2018
MW OH	PCEA C/O NORTH ORANGE V000679	CRE 12/01/18 PD 12/07/18	0029-2176 PCEA/OCEA Assoc Dues	PY18025	0.80	2615/1801025		00099934	12/07/2018
				<b>Check Total:</b>	<b>35.00</b>				
MW OH	PLACENTIA POLICE V000839	PE 12/01/18 PD 12/07/18	0010-2180 Police Mgmt Assn Dues	PY18025	868.83	2625/1801025		00099935	12/07/2018
				<b>Check Total:</b>	<b>868.83</b>				
MW OH	PLACENTIA POLICE V003519	PE 12/01/18 PD 12/07/18	0076-2178 Placentia Police Assoc Dues	PY18025	5.03	2620/1801025		00099936	12/07/2018
MW OH	PLACENTIA POLICE V003519	PE 12/01/18 PD 12/07/18	0073-2178 Placentia Police Assoc Dues	PY18025	13.32	2620/1801025		00099936	12/07/2018
MW OH	PLACENTIA POLICE V003519	PE 12/01/18 PD 12/07/18	0062-2178 Placentia Police Assoc Dues	PY18025	90.34	2620/1801025		00099936	12/07/2018
MW OH	PLACENTIA POLICE V003519	PE 12/01/18 PD 12/07/18	0061-2178 Placentia Police Assoc Dues	PY18025	93.46	2620/1801025		00099936	12/07/2018
MW OH	PLACENTIA POLICE V003519	PE 12/01/18 PD 12/07/18	0050-2178 Placentia Police Assoc Dues	PY18025	9.87	2620/1801025		00099936	12/07/2018
MW OH	PLACENTIA POLICE V003519	PE 12/01/18 PD 12/07/18	0010-2178 Placentia Police Assoc Dues	PY18025	2,279.64	2620/1801025		00099936	12/07/2018
				<b>Check Total:</b>	<b>2,491.66</b>				
MW OH	VANTAGEPOINT TRANSFER V007191	PE 12/01/18 PD 12/07/18	0048-2170 Deferred Comp Payable - ICMA	PY18025	154.18	2606/1801025		00099937	12/07/2018
MW OH	VANTAGEPOINT TRANSFER	PE 12/01/18 PD 12/07/18	0037-2170	PY18025	20.44	2606/1801025		00099937	12/07/2018

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	V007191		Deferred Comp Payable - ICMA						
MW OH	VANTAGEPOINT TRANSFER PE 12/01/18 PD 12/07/18 V007191		0054-2170 Deferred Comp Payable - ICMA	PY18025	17.40	2606/1801025		00099937	12/07/2018
MW OH	VANTAGEPOINT TRANSFER PE 12/01/18 PD 12/07/18 V007191		0029-2170 Deferred Comp Payable - ICMA	PY18025	64.02	2606/1801025		00099937	12/07/2018
MW OH	VANTAGEPOINT TRANSFER PE 12/01/18 PD 12/07/18 V007191		0010-2170 Deferred Comp Payable - ICMA	PY18025	2,794.98	2606/1801025		00099937	12/07/2018
<b>Check Total:</b>					<b>3,051.02</b>				
MW OH	CALIFORNIA STATE V006510	SEPT CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP121018	67.87	17-1022		00099938	12/11/2018
MW OH	CALIFORNIA STATE V006510	SEPT CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP121018	192.88	17-1033		00099938	12/11/2018
MW OH	CALIFORNIA STATE V006510	SEPT CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP121018	0.05	17-1056		00099938	12/11/2018
MW OH	CALIFORNIA STATE V006510	SEPT CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP121018	441.06	17-1065		00099938	12/11/2018
MW OH	CALIFORNIA STATE V006510	SEPT CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP121018	348.55	17-1068		00099938	12/11/2018
MW OH	CALIFORNIA STATE V006510	SEPT CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP121018	17.88	17-1085		00099938	12/11/2018
MW OH	CALIFORNIA STATE V006510	SEPT CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP121018	128.55	17-1089		00099938	12/11/2018
MW OH	CALIFORNIA STATE V006510	SEPT CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP121018	73.06	17-1092		00099938	12/11/2018
MW OH	CALIFORNIA STATE V006510	SEPT CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP121018	317.87	17-1112		00099938	12/11/2018
MW OH	CALIFORNIA STATE V006510	SEPT CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP121018	367.88	17-1139		00099938	12/11/2018
MW OH	CALIFORNIA STATE V006510	SEPT CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP121018	533.55	17-1148		00099938	12/11/2018

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MW OH	CALIFORNIA STATE V006510	SEPT CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP121018	42.31	17-1171		00099938	12/11/2018
MW OH	CALIFORNIA STATE V006510	SEPT CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP121018	23.80	17-1179		00099938	12/11/2018
MW OH	CALIFORNIA STATE V006510	OCT CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP121018	17.88	17-1195		00099938	12/11/2018
MW OH	CALIFORNIA STATE V006510	OCT CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP121018	41.00	17-1196		00099938	12/11/2018
MW OH	CALIFORNIA STATE V006510	OCT CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP121018	72.05	17-1230		00099938	12/11/2018
MW OH	CALIFORNIA STATE V006510	OCT CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP121018	22.81	17-1275		00099938	12/11/2018
MW OH	CALIFORNIA STATE V006510	OCT CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP121018	0.50	17-1292		00099938	12/11/2018
MW OH	CALIFORNIA STATE V006510	OCT CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP121018	0.50	17-1303		00099938	12/11/2018
MW OH	CALIFORNIA STATE V006510	OCT CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP121018	533.55	17-1306		00099938	12/11/2018
MW OH	CALIFORNIA STATE V006510	OCT CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP121018	155.25	17-1308		00099938	12/11/2018
MW OH	CALIFORNIA STATE V006510	OCT CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP121018	533.56	17-1317		00099938	12/11/2018
MW OH	CALIFORNIA STATE V006510	OCT CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP121018	533.55	17-1322		00099938	12/11/2018
MW OH	CALIFORNIA STATE V006510	OCT CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP121018	201.55	17-1324		00099938	12/11/2018
MW OH	CALIFORNIA STATE V006510	NOV CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP121018	23.80	17-1367		00099938	12/11/2018
MW OH	CALIFORNIA STATE V006510	NOV CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP121018	542.31	17-1376		00099938	12/11/2018

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MW OH	CALIFORNIA STATE V006510	NOV CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP121018	417.88	17-1390		00099938	12/11/2018
MW OH	CALIFORNIA STATE V006510	NOV CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP121018	124.81	17-1405		00099938	12/11/2018
MW OH	CALIFORNIA STATE V006510	NOV CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP121018	47.00	17-1426		00099938	12/11/2018
MW OH	CALIFORNIA STATE V006510	NOV CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP121018	542.30	17-1428		00099938	12/11/2018
MW OH	CALIFORNIA STATE V006510	NOV CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP121018	117.88	17-1432		00099938	12/11/2018
MW OH	CALIFORNIA STATE V006510	NOV CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP121018	505.30	17-1465		00099938	12/11/2018
MW OH	CALIFORNIA STATE V006510	NOV CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP121018	0.38	17-1466		00099938	12/11/2018
MW OH	CALIFORNIA STATE V006510	NOV CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP121018	533.55	17-1467		00099938	12/11/2018
MW OH	CALIFORNIA STATE V006510	NOV CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP121018	337.51	17-1469		00099938	12/11/2018
MW OH	CALIFORNIA STATE V006510	NOV CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP121018	110.30	17-1493		00099938	12/11/2018
MW OH	CALIFORNIA STATE V006510	NOV CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP121018	242.87	17-1494		00099938	12/11/2018
MW OH	CALIFORNIA STATE V006510	DEC CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP121018	0.25	17-1514		00099938	12/11/2018
MW OH	CALIFORNIA STATE V006510	DEC CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP121018	73.30	17-1561		00099938	12/11/2018
MW OH	CALIFORNIA STATE V006510	DEC CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP121018	0.06	17-1570		00099938	12/11/2018
MW OH	CALIFORNIA STATE V006510	FEB CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP121018	533.55	18-0134		00099938	12/11/2018

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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
MW OH	CALIFORNIA STATE V006510	FEB CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP121018	448.56	18-0137		00099938	12/11/2018
MW OH	CALIFORNIA STATE V006510	FEB CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP121018	79.30	18-0194		00099938	12/11/2018
MW OH	CALIFORNIA STATE V006510	FEB CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP121018	54.81	18-0245		00099938	12/11/2018
MW OH	CALIFORNIA STATE V006510	FEB CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP121018	523.80	18-0259		00099938	12/11/2018
MW OH	CALIFORNIA STATE V006510	MARCH CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP121018	107.87	18-0395		00099938	12/11/2018
MW OH	CALIFORNIA STATE V006510	APRIL CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP121018	478.75	18-0414		00099938	12/11/2018
MW OH	CALIFORNIA STATE V006510	APRIL CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP121018	42.88	18-0417		00099938	12/11/2018
MW OH	CALIFORNIA STATE V006510	APRIL CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP121018	292.87	18-0433		00099938	12/11/2018
MW OH	CALIFORNIA STATE V006510	MAY CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP121018	192.87	18-0560		00099938	12/11/2018
MW OH	CALIFORNIA STATE V006510	MAY CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP121018	192.88	18-0586		00099938	12/11/2018
MW OH	CALIFORNIA STATE V006510	MAY CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP121018	183.05	18-0638		00099938	12/11/2018
MW OH	CALIFORNIA STATE V006510	MAY CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP121018	124.13	18-0668		00099938	12/11/2018
MW OH	CALIFORNIA STATE V006510	MAY CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP121018	59.50	18-0670		00099938	12/11/2018
MW OH	CALIFORNIA STATE V006510	JUNE CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP121018	42.31	18-0702		00099938	12/11/2018
MW OH	CALIFORNIA STATE V006510	JUNE CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP121018	397.88	18-0723		00099938	12/11/2018

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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
MW OH	CALIFORNIA STATE V006510	JUNE CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP121018	85.00 18-0734		00099938	12/11/2018
MW OH	CALIFORNIA STATE V006510	JULY CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP121018	120.00 18-0764		00099938	12/11/2018
MW OH	CALIFORNIA STATE V006510	JULY CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP121018	67.87 18-0773		00099938	12/11/2018
MW OH	CALIFORNIA STATE V006510	JULY CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP121018	131.25 18-0780		00099938	12/11/2018
MW OH	CALIFORNIA STATE V006510	JULY CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP121018	467.88 18-0791		00099938	12/11/2018
MW OH	CALIFORNIA STATE V006510	JUNE CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP121018	67.87 18-674		00099938	12/11/2018

**Check Total: 12,981.89**

**Type Total: 1,451,183.99**

**Check Total: 1,451,183.99**

**City of Placentia**  
**Electronic Disbursement Register**  
For 12/18/2018

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
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**Grand Total: 432,940.00**

**EDR Totals by ID**

AP	0.00
EP	432,940.00
IP	0.00
OP	0.00

Fund Name	<u>EDR Totals by Fund</u>
101-General Fund (0010)	294,501.16
208-Scssr Agncy Ret Oblg (0054)	2,409.77
211-PEG Fund (0058)	577.67
224-Asset Seiz 15% Training (0073)	8,910.69
225-Asset Seizure (0021)	35.12
227-Explorer Grant NOC (0076)	46.06
228-NOC-Public Safety Grant(0061)	4,683.40
229-Comm Trans Hous Grant (0062)	2,409.47
265-Landscape Maintenance (0029)	2,475.61
275-Sewer Maintenance (0048)	10,957.85
280-Misc Grants Fund (0050)	970.20
501-Refuse Administration (0037)	2,666.92
601-Employee Health & Wlfre (0039)	102,098.92
701-Special Deposits (0044)	197.16

**Void Total: 0.00**  
**EDR Total: 432,940.00**

**Electronic Disbursement Sub Totals: 432,940.00**

**ACH Payroll Direct Deposit for 12/7/18: 296,226.43**

**Electronic Disbursement Total: 729,166.43**

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

**City of Placentia**  
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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	ICMA RETIREMENT TRUST V000496	P/E 7/28/18 PD 8/3/18	0050-2170 Deferred Comp Payable - ICMA	AP112918	17.29	080318		00011370	11/29/2018
EP	ICMA RETIREMENT TRUST V000496	P/E 7/28/18 PD 8/3/18	0076-2170 Deferred Comp Payable - ICMA	AP112918	19.58	080318		00011370	11/29/2018
EP	ICMA RETIREMENT TRUST V000496	P/E 7/28/18 PD 8/3/18	0029-2170 Deferred Comp Payable - ICMA	AP112918	133.01	080318		00011370	11/29/2018
EP	ICMA RETIREMENT TRUST V000496	P/E 7/28/18 PD 8/3/18	0062-2170 Deferred Comp Payable - ICMA	AP112918	150.00	080318		00011370	11/29/2018
EP	ICMA RETIREMENT TRUST V000496	P/E 7/28/18 PD 8/3/18	0037-2170 Deferred Comp Payable - ICMA	AP112918	96.50	080318		00011370	11/29/2018
EP	ICMA RETIREMENT TRUST V000496	P/E 7/28/18 PD 8/3/18	0054-2170 Deferred Comp Payable - ICMA	AP112918	83.25	080318		00011370	11/29/2018
EP	ICMA RETIREMENT TRUST V000496	P/E 7/28/18 PD 8/3/18	0048-2170 Deferred Comp Payable - ICMA	AP112918	671.63	080318		00011370	11/29/2018
EP	ICMA RETIREMENT TRUST V000496	P/E 7/28/18 PD 8/3/18	0061-2170 Deferred Comp Payable - ICMA	AP112918	526.40	080318		00011370	11/29/2018
EP	ICMA RETIREMENT TRUST V000496	P/E 7/28/18 PD 8/3/18	0010-2170 Deferred Comp Payable - ICMA	AP112918	11,871.38	080318		00011370	11/29/2018
EP	ICMA RETIREMENT TRUST V000496	P/E 8/22/18 PD 8/22/18	0010-2170 Deferred Comp Payable - ICMA	AP112918	800.00	082218		00011370	11/29/2018
EP	ICMA RETIREMENT TRUST V000496	P/E 8/25/18 PD 8/31/18	0029-2170 Deferred Comp Payable - ICMA	AP112918	174.38	083118		00011370	11/29/2018
EP	ICMA RETIREMENT TRUST V000496	P/E 8/25/18 PD 8/31/18	0037-2170 Deferred Comp Payable - ICMA	AP112918	184.44	083118		00011370	11/29/2018
EP	ICMA RETIREMENT TRUST V000496	P/E 8/25/18 PD 8/31/18	0048-2170 Deferred Comp Payable - ICMA	AP112918	627.46	083118		00011370	11/29/2018
EP	ICMA RETIREMENT TRUST V000496	P/E 8/25/18 PD 8/31/18	0010-2170 Deferred Comp Payable - ICMA	AP112918	12,699.70	083118		00011370	11/29/2018
EP	ICMA RETIREMENT TRUST V000496	P/E 8/25/18 PD 8/31/18	0061-2170 Deferred Comp Payable - ICMA	AP112918	513.40	083118		00011370	11/29/2018

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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
EP	ICMA RETIREMENT TRUST V000496	P/E 8/25/18 PD 8/31/18	0076-2170 Deferred Comp Payable - ICMA	AP112918	13.72 083118		00011370	11/29/2018
EP	ICMA RETIREMENT TRUST V000496	P/E 8/25/18 PD 8/31/18	0054-2170 Deferred Comp Payable - ICMA	AP112918	263.26 083118		00011370	11/29/2018
EP	ICMA RETIREMENT TRUST V000496	P/E 8/25/18 PD 8/31/18	0062-2170 Deferred Comp Payable - ICMA	AP112918	138.10 083118		00011370	11/29/2018
EP	ICMA RETIREMENT TRUST V000496	P/E 8/25/18 PD 8/31/18	0073-2170 Deferred Comp Payable - ICMA	AP112918	77.11 083118		00011370	11/29/2018
EP	ICMA RETIREMENT TRUST V000496	P/E 8/25/18 PD 8/31/18	0050-2170 Deferred Comp Payable - ICMA	AP112918	252.47 083118		00011370	11/29/2018
<b>Check Total:</b>					<b>29,313.08</b>			
EP	AMERICAN FIDELITY V010011	P/E 11/17/18 PD 11/23/18	0010-2188 Health Care SSA	ACH112718	624.62 112318		00011371	11/23/2018
EP	AMERICAN FIDELITY V010011	P/E 11/17/18 PD 11/23/18	0010-2190 Dependent Care SSA	ACH112718	56.25 112318		00011371	11/23/2018
EP	AMERICAN FIDELITY V010011	P/E 11/17/18 PD 11/23/18	0010-2155 Per Sec Plan - Opt. Life	ACH112718	35.10 112318		00011371	11/23/2018
EP	AMERICAN FIDELITY V010011	P/E 11/17/18 PD 11/23/18	0029-2188 Health Care SSA	ACH112718	8.54 112318		00011371	11/23/2018
EP	AMERICAN FIDELITY V010011	P/E 11/17/18 PD 11/23/18	395000-2187 Voluntary Plan Life	ACH112718	454.11 112318		00011371	11/23/2018
EP	AMERICAN FIDELITY V010011	P/E 11/17/18 PD 11/23/18	0029-2190 Dependent Care SSA	ACH112718	12.50 112318		00011371	11/23/2018
EP	AMERICAN FIDELITY V010011	P/E 11/17/18 PD 11/23/18	0037-2188 Health Care SSA	ACH112718	11.64 112318		00011371	11/23/2018
EP	AMERICAN FIDELITY V010011	P/E 11/17/18 PD 11/23/18	0037-2190 Dependent Care SSA	ACH112718	18.75 112318		00011371	11/23/2018
EP	AMERICAN FIDELITY V010011	P/E 11/17/18 PD 11/23/18	0048-2188 Health Care SSA	ACH112718	11.26 112318		00011371	11/23/2018
EP	AMERICAN FIDELITY	P/E 11/17/18 PD 11/23/18	0048-2190	ACH112718	37.50 112318		00011371	11/23/2018

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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
	V010011		Dependent Care SSA						
EP	AMERICAN FIDELITY V010011	P/E 11/17/18 PD 11/23/18	0054-2188 Health Care SSA	ACH112718	16.25	112318		00011371	11/23/2018
				<b>Check Total:</b>	<b>1,286.52</b>				
EP	CALIFORNIA PUBLIC V010053	NOV UAL PAYMENT	395083-5145 Retirement PERS	ACH112718	61,853.37	10000001547801		00011372	11/23/2018
EP	CALIFORNIA PUBLIC V010053	NOV UAL PAYMENT	395083-5145 Retirement PERS	ACH112718	111,193.16	10000001547802		00011372	11/23/2018
				<b>Check Total:</b>	<b>173,046.53</b>				
EP	EMPLOYMENT V010052	STATE TAX P/E 11/15 BUYBACK	0010-2135 Calif Income Tax W/H	ACH112718	275.00	111518		00011373	11/23/2018
EP	EMPLOYMENT V010052	STATE TAX P/E 11/17 PD 11/23	0021-2135 Calif Income Tax W/H	ACH112718	7.68	112318		00011373	11/23/2018
EP	EMPLOYMENT V010052	STATE TAX P/E 11/17 PD 11/23	0029-2135 Calif Income Tax W/H	ACH112718	182.39	112318		00011373	11/23/2018
EP	EMPLOYMENT V010052	STATE TAX P/E 11/17 PD 11/23	0037-2135 Calif Income Tax W/H	ACH112718	216.52	112318		00011373	11/23/2018
EP	EMPLOYMENT V010052	STATE TAX P/E 11/17 PD 11/23	0048-2135 Calif Income Tax W/H	ACH112718	713.18	112318		00011373	11/23/2018
EP	EMPLOYMENT V010052	STATE TAX P/E 11/17 PD 11/23	0010-2135 Calif Income Tax W/H	ACH112718	15,736.00	112318		00011373	11/23/2018
EP	EMPLOYMENT V010052	STATE TAX P/E 11/17 PD 11/23	0050-2135 Calif Income Tax W/H	ACH112718	19.74	112318		00011373	11/23/2018
EP	EMPLOYMENT V010052	STATE TAX P/E 11/17 PD 11/23	0076-2135 Calif Income Tax W/H	ACH112718	1.84	112318		00011373	11/23/2018
EP	EMPLOYMENT V010052	STATE TAX P/E 11/17 PD 11/23	0054-2135 Calif Income Tax W/H	ACH112718	247.89	112318		00011373	11/23/2018
EP	EMPLOYMENT V010052	STATE TAX P/E 11/17 PD 11/23	0061-2135 Calif Income Tax W/H	ACH112718	128.75	112318		00011373	11/23/2018
EP	EMPLOYMENT	STATE TAX P/E 11/17 PD 11/23	0062-2135	ACH112718	214.58	112318		00011373	11/23/2018

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V010052		Calif Income Tax W/H						
EP	EMPLOYMENT V010052	STATE TAX P/E 11/17 PD 11/23	0073-2135 Calif Income Tax W/H	ACH112718	266.33	112318		00011373	11/23/2018
<b>Check Total:</b>					<b>18,009.90</b>				
EP	INTERNAL REVENUE V010054	FED/MED/SS 11/15 BUYBACK	0010-2110 Federal Income Tax W/H	ACH112718	765.00	111518		00011374	11/23/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS 11/15 BUYBACK	0010-2115 Employee Medicare W/H	ACH112718	71.93	111518		00011374	11/23/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS 11/15 BUYBACK	0010-2120 Employer Medicare Payable	ACH112718	44.38	111518		00011374	11/23/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/17 PD 11/23	0010-2115 Employee Medicare W/H	ACH112718	5,750.84	112318		00011374	11/23/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/17 PD 11/23	0076-2120 Employer Medicare Payable	ACH112718	0.38	112318		00011374	11/23/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/17 PD 11/23	0010-2110 Federal Income Tax W/H	ACH112718	40,685.21	112318		00011374	11/23/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/17 PD 11/23	0010-2120 Employer Medicare Payable	ACH112718	5,696.65	112318		00011374	11/23/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/17 PD 11/23	0021-2110 Federal Income Tax W/H	ACH112718	17.48	112318		00011374	11/23/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/17 PD 11/23	0021-2115 Employee Medicare W/H	ACH112718	1.47	112318		00011374	11/23/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/17 PD 11/23	0021-2120 Employer Medicare Payable	ACH112718	1.47	112318		00011374	11/23/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/17 PD 11/23	0029-2110 Federal Income Tax W/H	ACH112718	452.10	112318		00011374	11/23/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/17 PD 11/23	0029-2115 Employee Medicare W/H	ACH112718	63.58	112318		00011374	11/23/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/17 PD 11/23	0029-2120 Employer Medicare Payable	ACH112718	61.66	112318		00011374	11/23/2018

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/17 PD 11/23	0037-2110 Federal Income Tax W/H	ACH112718	520.17	112318		00011374	11/23/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/17 PD 11/23	0037-2115 Employee Medicare W/H	ACH112718	67.96	112318		00011374	11/23/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/17 PD 11/23	0037-2120 Employer Medicare Payable	ACH112718	62.59	112318		00011374	11/23/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/17 PD 11/23	0048-2110 Federal Income Tax W/H	ACH112718	1,730.89	112318		00011374	11/23/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/17 PD 11/23	0048-2115 Employee Medicare W/H	ACH112718	225.98	112318		00011374	11/23/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/17 PD 11/23	0048-2120 Employer Medicare Payable	ACH112718	222.14	112318		00011374	11/23/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/17 PD 11/23	0050-2110 Federal Income Tax W/H	ACH112718	146.57	112318		00011374	11/23/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/17 PD 11/23	0050-2115 Employee Medicare W/H	ACH112718	37.12	112318		00011374	11/23/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/17 PD 11/23	0050-2120 Employer Medicare Payable	ACH112718	37.12	112318		00011374	11/23/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/17 PD 11/23	0054-2110 Federal Income Tax W/H	ACH112718	551.31	112318		00011374	11/23/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/17 PD 11/23	0054-2115 Employee Medicare W/H	ACH112718	75.04	112318		00011374	11/23/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/17 PD 11/23	0054-2120 Employer Medicare Payable	ACH112718	63.52	112318		00011374	11/23/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/17 PD 11/23	0061-2110 Federal Income Tax W/H	ACH112718	312.17	112318		00011374	11/23/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/17 PD 11/23	0061-2115 Employee Medicare W/H	ACH112718	71.75	112318		00011374	11/23/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/17 PD 11/23	0061-2120 Employer Medicare Payable	ACH112718	71.75	112318		00011374	11/23/2018

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/17 PD 11/23	0062-2110 Federal Income Tax W/H	ACH112718	520.47	112318		00011374	11/23/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/17 PD 11/23	0062-2115 Employee Medicare W/H	ACH112718	78.69	112318		00011374	11/23/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/17 PD 11/23	0062-2120 Employer Medicare Payable	ACH112718	78.69	112318		00011374	11/23/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/17 PD 11/23	0073-2110 Federal Income Tax W/H	ACH112718	642.08	112318		00011374	11/23/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/17 PD 11/23	0073-2115 Employee Medicare W/H	ACH112718	90.49	112318		00011374	11/23/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/17 PD 11/23	0073-2120 Employer Medicare Payable	ACH112718	90.49	112318		00011374	11/23/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/17 PD 11/23	0076-2110 Federal Income Tax W/H	ACH112718	4.53	112318		00011374	11/23/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/17 PD 11/23	0076-2115 Employee Medicare W/H	ACH112718	0.38	112318		00011374	11/23/2018
<b>Check Total:</b>					<b>59,314.05</b>				
EP	EMPLOYMENT V010052	STATE TAX 11/29 BUYBACK	0010-2135 Calif Income Tax W/H	ACH120318	5,658.98	112918		00011375	12/03/2018
EP	EMPLOYMENT V010052	STATE TAX 11/29 BUYBACK	0029-2135 Calif Income Tax W/H	ACH120318	22.36	112918		00011375	12/03/2018
EP	EMPLOYMENT V010052	STATE TAX 11/29 BUYBACK	0048-2135 Calif Income Tax W/H	ACH120318	183.59	112918		00011375	12/03/2018
EP	EMPLOYMENT V010052	STATE TAX 11/29 BUYBACK	0037-2135 Calif Income Tax W/H	ACH120318	32.79	112918		00011375	12/03/2018
<b>Check Total:</b>					<b>5,897.72</b>				
EP	INTERNAL REVENUE V010054	FED/MED/SS 11/29 BUYBACK	0010-2115 Employee Medicare W/H	ACH120318	1,605.79	112918		00011376	12/03/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS 11/29 BUYBACK	0010-2120 Employer Medicare Payable	ACH120318	1,955.01	112918		00011376	12/03/2018

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EP	INTERNAL REVENUE V010054	FED/MED/SS 11/29 BUYBACK	0010-2110 Federal Income Tax W/H	ACH120318	21,407.65	112918		00011376	12/03/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS 11/29 BUYBACK	0029-2110 Federal Income Tax W/H	ACH120318	84.71	112918		00011376	12/03/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS 11/29 BUYBACK	0048-2120 Employer Medicare Payable	ACH120318	40.33	112918		00011376	12/03/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS 11/29 BUYBACK	0029-2115 Employee Medicare W/H	ACH120318	4.91	112918		00011376	12/03/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS 11/29 BUYBACK	0029-2120 Employer Medicare Payable	ACH120318	4.91	112918		00011376	12/03/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS 11/29 BUYBACK	0037-2110 Federal Income Tax W/H	ACH120318	124.20	112918		00011376	12/03/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS 11/29 BUYBACK	0037-2115 Employee Medicare W/H	ACH120318	7.20	112918		00011376	12/03/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS 11/29 BUYBACK	0037-2120 Employer Medicare Payable	ACH120318	7.20	112918		00011376	12/03/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS 11/29 BUYBACK	0048-2110 Federal Income Tax W/H	ACH120318	695.45	112918		00011376	12/03/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS 11/29 BUYBACK	0048-2115 Employee Medicare W/H	ACH120318	40.33	112918		00011376	12/03/2018
<b>Check Total:</b>					<b>25,977.69</b>				
EP	BANK OF AMERICA V008741	SR CENTER BINGO SUPPLIES	0044-2064 Senior Advisory Committee	ACH120418	107.67	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	ACH120418	30.71	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	ACH120418	168.55	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	ACH120418	168.63	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA	COUNCIL SUPPLIES	101001-6245	ACH120418	67.16	OCTOBER 18		00011377	12/05/2018

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	V008741		Meetings & Conferences						
EP	BANK OF AMERICA V008741	ECON FORECAST REG - SHADER	101001-6245 Meetings & Conferences	ACH120418	75.00	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	BUSINESS MEETING LUNCH	101511-6245 Meetings & Conferences	ACH120418	50.58	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	BUSINESS MEETING LUNCH	101511-6245 Meetings & Conferences	ACH120418	45.81	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	CREDIT - OCCMA MTG REG	101511-6245 Meetings & Conferences	ACH120418	-42.00	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	BUSINESS MEETING LUNCH	101511-6245 Meetings & Conferences	ACH120418	70.78	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	BUSINESS MEETING LUNCH	101511-6245 Meetings & Conferences	ACH120418	21.25	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	BUSINESS MEETING LUNCH	101511-6245 Meetings & Conferences	ACH120418	34.25	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	BUSINESS MEETING PARKING	101511-6245 Meetings & Conferences	ACH120418	2.00	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	BUSINESS MEETING LUNCH	101511-6245 Meetings & Conferences	ACH120418	54.61	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	BUSINESS MEETING PARKING	101511-6245 Meetings & Conferences	ACH120418	3.00	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	BUSINESS MEETING LUNCH	101511-6245 Meetings & Conferences	ACH120418	50.64	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	BUSINESS MEETING MEAL	101511-6245 Meetings & Conferences	ACH120418	32.48	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	ECON FORECAST REG - ORTEGA	101511-6245 Meetings & Conferences	ACH120418	75.00	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	FRAUD USAGE	101511-6301 Special Department Supplies	ACH120418	6.62	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA	CREDIT FROM FRAUD USAGE	101511-6301	ACH120418	-6.62	OCTOBER 18		00011377	12/05/2018

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	V008741		Special Department Supplies						
EP	BANK OF AMERICA V008741	BEREAVEMENT FLOWERS - BUTTS	101511-6301 Special Department Supplies	ACH120418	49.53	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	CREDIT - DELIVERY CHARGES	101511-6301 Special Department Supplies	ACH120418	-3.22	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101511-6315 Office Supplies	ACH120418	15.43	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	INTERVIEW PANEL SUPPLIES	101512-6301 Special Department Supplies	ACH120418	34.74	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	INTERVIEW PANEL SUPPLIES	101512-6301 Special Department Supplies	ACH120418	24.86	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	OCT BIRTHDAY SUPPLIES	101512-6301 Special Department Supplies	ACH120418	58.74	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	INTERVIEW PANEL MEALS	101512-6301 Special Department Supplies	ACH120418	78.86	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101512-6315 Office Supplies	ACH120418	5.38	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101512-6315 Office Supplies	ACH120418	83.25	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101512-6315 Office Supplies	ACH120418	16.15	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101512-6315 Office Supplies	ACH120418	101.54	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	LUNCH MEETING MEALS	101512-6315 Office Supplies	ACH120418	53.70	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101513-6315 Office Supplies	ACH120418	37.77	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	EMERGENCY SVS SUPPLIES	101514-6301 Special Department Supplies	ACH120418	250.92	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA	EASELS FOR EOC	101514-6301	ACH120418	84.01	OCTOBER 18		00011377	12/05/2018

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	V008741		Special Department Supplies						
EP	BANK OF AMERICA V008741	SSL CERTIFICATES	101523-6136 Software Maintenance	ACH120418	1,049.00	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	COMPUTER PRIVACY SCREENS	101523-6301 Special Department Supplies	ACH120418	129.24	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	CREDIT - IPAD CASE	101523-6301 Special Department Supplies	ACH120418	-69.99	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	IPAD CASE	101523-6301 Special Department Supplies	ACH120418	63.99	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	CREDIT - IPAD CASE	101523-6301 Special Department Supplies	ACH120418	-63.99	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	HDMI SWITCH	101523-6301 Special Department Supplies	ACH120418	19.99	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	COUNCIL IPAD CASES	101523-6840 Machinery & Equipment	ACH120418	224.88	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	BACKUP BATTERIES, CABLE TIES	101523-6840 Machinery & Equipment	ACH120418	526.89	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	CSMFO MTG REG - REYNOLDS	102020-6245 Meetings & Conferences	ACH120418	30.00	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	CSMFO MTG REG - CHAO	102020-6245 Meetings & Conferences	ACH120418	30.00	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	CSMFO MTG REG - KRAUSE	102020-6245 Meetings & Conferences	ACH120418	30.00	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	FLSA WEBINAR	102020-6250 Staff Training	ACH120418	70.00	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	PLANNING CONF REG - BECK	102531-6250 Staff Training	ACH120418	125.00	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	CALBO MEMBERSHIP - BURNETT	102532-6255 Dues & Memberships	ACH120418	295.00	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA	CODE ENFORMEMENT UNIFORMS	102533-6360	ACH120418	132.50	OCTOBER 18		00011377	12/05/2018

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	V008741		Uniforms						
EP	BANK OF AMERICA V008741	LIGHTING FOR OLD TOWN	102534-6225 Advertising/Promotional	ACH120418	599.67	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	LIGHTING FOR OLD TOWN	102534-6225 Advertising/Promotional	ACH120418	599.67	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	LIGHTING FOR OLD TOWN	102534-6225 Advertising/Promotional	ACH120418	285.38	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	CARD STOCK	102534-6230 Printing & Binding	ACH120418	12.92	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	PD MGMT STAFF LUNCH MTG	103040-6245 Meetings & Conferences	ACH120418	49.96	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH120418	13.65	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH120418	13.44	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH120418	4.90	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH120418	12.13	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH120418	27.19	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH120418	12.31	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH120418	11.39	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH120418	6.45	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH120418	5.12	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA	DISPATCHER MEALS	103040-6301	ACH120418	20.87	OCTOBER 18		00011377	12/05/2018

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	V008741		Special Department Supplies					
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH120418	10.78 OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH120418	11.09 OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH120418	17.31 OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	PD SNACK PROGRAM SUPPLIES	103040-6301 Special Department Supplies	ACH120418	177.35 OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH120418	15.81 OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	SR CENTER SUPPLIES	0044-2064 Senior Advisory Committee	ACH120418	89.49 OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH120418	11.44 OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	PD TRAINING HOTEL - TORRENCE	733041-6250 Staff Training	ACH120418	482.90 OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH120418	25.16 OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH120418	12.16 OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH120418	29.32 OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH120418	21.85 OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH120418	17.85 OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH120418	12.16 OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA	DISPATCHER MEALS	103040-6301	ACH120418	13.95 OCTOBER 18		00011377	12/05/2018

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	V008741		Special Department Supplies						
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH120418	9.40	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH120418	31.52	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH120418	12.91	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH120418	14.00	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH120418	7.09	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH120418	23.60	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH120418	10.54	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH120418	13.24	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH120418	19.13	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH120418	21.71	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH120418	13.85	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH120418	22.71	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH120418	19.37	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	9/27-10/26 MCV DIRECT TV SVS	103041-6301 Special Department Supplies	ACH120418	77.99	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA	10/29-11/26 MCV DIRECT TV SVS	103041-6301	ACH120418	77.99	OCTOBER 18		00011377	12/05/2018

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	V008741		Special Department Supplies						
EP	BANK OF AMERICA V008741	CHIA MEMBERSHIP - REGER	103042-6255 Dues & Memberships	ACH120418	30.00	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	CHAIR FOR RADOMSKI	103042-6301 Special Department Supplies	ACH120418	129.29	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	CHAIR FOR WAGONER	103042-6301 Special Department Supplies	ACH120418	129.29	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	HONOR GUARD UNIFORM	103042-6360 Uniforms	ACH120418	685.29	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	CREDIT - PRINTER INK	103043-6301 Special Department Supplies	ACH120418	-214.20	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	103043-6301 Special Department Supplies	ACH120418	21.70	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	103043-6301 Special Department Supplies	ACH120418	50.93	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	CREDIT CARD MACHINE TAPE	103043-6301 Special Department Supplies	ACH120418	20.75	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	WIPES & GLOVES FOR PD	103043-6301 / 50100-6301 Special Department Supplies	ACH120418	977.63	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	DUI CHECKPOINT MEALS	103047-6301 / 50029-6301 Special Department Supplies	ACH120418	229.51	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	DUI CHECKPOINT SUPPLIES	103047-6301 / 50029-6301 Special Department Supplies	ACH120418	9.68	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	CEAOC MTG REG - ROBINSON	103550-6245 Meetings & Conferences	ACH120418	30.00	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	PW HERITAGE SUPPLIES	103652-6301 Special Department Supplies	ACH120418	38.91	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	FLAGS FOR CITY STREETS	103652-6301 Special Department Supplies	ACH120418	431.00	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA	FACILITY REPAIR SUPPLIES	103654-6130	ACH120418	61.29	OCTOBER 18		00011377	12/05/2018

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V008741		Repair & Maint/Facilities						
EP	BANK OF AMERICA V008741	JAIL PLUMBING SUPPLIES	103654-6130 Repair & Maint/Facilities	ACH120418	387.40	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	JANITORIAL SUPPLIES	103654-6301 Special Department Supplies	ACH120418	117.52	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	FACILITY REPAIR SUPPLIES	103654-6301 Special Department Supplies	ACH120418	75.43	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	ELECTRICAL OUTLET	103654-6301 Special Department Supplies	ACH120418	100.64	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	PARK SWINGS	103655-6301 Special Department Supplies	ACH120418	92.67	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	HATS FOR PW	103655-6301 Special Department Supplies	ACH120418	288.08	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	CREDIT - BALL FIELD DRAGS	103655-6301 Special Department Supplies	ACH120418	-125.78	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	CREDIT - BALL FIELD DRAGS	103655-6301 Special Department Supplies	ACH120418	-125.78	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	CREDIT - PW HATS	103655-6301 Special Department Supplies	ACH120418	-288.08	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	PARK DRINKING FOUNTAIN PARTS	103655-6301 Special Department Supplies	ACH120418	101.85	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	LAMINATING SERVICES	103658-6301 Special Department Supplies	ACH120418	118.53	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	UNIT 13 HEADLIGHT	103658-6301 Special Department Supplies	ACH120418	14.00	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	PROPANE FOR PW BBQ	103658-6345 Gasoline & Diesel Fuel	ACH120418	36.54	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	REC STAFF SCHEDULING SVS	104070-6099 Professional Services	ACH120418	100.00	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA	CPRS MEMBERSHIP - GONZALEZ	104070-6255	ACH120418	170.00	OCTOBER 18		00011377	12/05/2018

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	V008741		Dues & Memberships						
EP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ACH120418	39.95	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ACH120418	5.38	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	PORTABLE GENERATOR	104071-6301 Special Department Supplies	ACH120418	775.42	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ACH120418	76.12	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	104071-6301 Special Department Supplies	ACH120418	202.24	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	REC STAFF HERITAGE SUPPLIES	104071-6301 Special Department Supplies	ACH120418	254.98	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	REC STAFF/VOLUNTEER MEALS	104071-6301 Special Department Supplies	ACH120418	651.75	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	FILE BOX	104071-6301 Special Department Supplies	ACH120418	14.98	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	CLIPBOARDS	104071-6301 Special Department Supplies	ACH120418	25.55	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	COLLABORATIVE MTG SUPPLIES	104071-6301 Special Department Supplies	ACH120418	65.00	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	COLLABORATIVE MTG MEALS	104071-6301 Special Department Supplies	ACH120418	131.96	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	VOLUNTEERMATCH MEMBERSHIP	104071-6301 Special Department Supplies	ACH120418	9.95	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	HALLOWEEN EVENT SUPPLIES	104071-6301 Special Department Supplies	ACH120418	121.47	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ACH120418	86.32	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA	P.A.R.K.S SUPPLIES	104071-6301	ACH120418	142.87	OCTOBER 18		00011377	12/05/2018

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	V008741		Special Department Supplies						
EP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ACH120418	96.87	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ACH120418	38.75	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ACH120418	48.43	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	PW HERITAGE SUPPLIES	104078-6301 Special Department Supplies	ACH120418	31.31	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	104078-6301 Special Department Supplies	ACH120418	9.39	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	HERITAGE GRAND MARSHAL GIFT	104078-6301 Special Department Supplies	ACH120418	88.98	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	PRINTER FOR HERITAGE EVENT	104078-6301 Special Department Supplies	ACH120418	215.49	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	TWO WAY RADIOS FOR HERITAGE	104078-6301 Special Department Supplies	ACH120418	647.84	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	HERITAGE GRAND MARSHAL GIFT	104078-6301 Special Department Supplies	ACH120418	43.08	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	TWO WAY RADIOS FOR HERITAGE	104078-6301 Special Department Supplies	ACH120418	592.52	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	SIGNAGE SUPPLIES	104078-6301 Special Department Supplies	ACH120418	198.21	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	MISC SUPPLIES	104078-6301 Special Department Supplies	ACH120418	69.96	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	CREDIT - PW SUPPLIES	104078-6301 Special Department Supplies	ACH120418	-10.73	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	HERITAGE SUPPLIES	104078-6301 Special Department Supplies	ACH120418	439.19	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA	HERITAGE SUPPLIES	104078-6301	ACH120418	275.97	OCTOBER 18		00011377	12/05/2018

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	V008741		Special Department Supplies						
EP	BANK OF AMERICA V008741	CREDIT - HERITAGE SUPPLIES	104078-6301 Special Department Supplies	ACH120418	-80.98	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	RAIN PONCHOS	104078-6301 Special Department Supplies	ACH120418	24.99	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	CREDIT - HERITAGE SUPPLIES	104078-6301 Special Department Supplies	ACH120418	-44.49	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	RAIN PONCHOS	104078-6301 Special Department Supplies	ACH120418	28.59	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	HERITAGE SUPPLIES	104078-6301 Special Department Supplies	ACH120418	190.18	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	WATER FOR HERITAGE	104078-6301 Special Department Supplies	ACH120418	352.24	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	HERITAGE SUPPLIES	104078-6301 Special Department Supplies	ACH120418	25.80	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	HERITAGE SUPPLIES	104078-6301 Special Department Supplies	ACH120418	7.49	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	HERITAGE STAFF MEALS	104078-6301 Special Department Supplies	ACH120418	23.71	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	HERITAGE VOLUNTEER SUPPLIES	104078-6301 Special Department Supplies	ACH120418	110.48	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	ICE	104078-6301 Special Department Supplies	ACH120418	17.15	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	PARADE CAR BANNERS	104078-6301 Special Department Supplies	ACH120418	271.53	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	TWO WAY RADIOS	104078-6301 Special Department Supplies	ACH120418	398.48	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	HERITAGE SUPPLIES	104078-6301 Special Department Supplies	ACH120418	98.60	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA	DEVELOPE PICTURES	104079-6301	ACH120418	5.50	OCTOBER 18		00011377	12/05/2018

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	V008741		Special Department Supplies						
EP	BANK OF AMERICA V008741	BROWN BAG MTG SUPPLIES	109595-6301 Special Department Supplies	ACH120418	24.68	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	BROWN BAG MTG GIFTCARD	109595-6301 Special Department Supplies	ACH120418	28.95	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	MEETING SUPPLIES	109595-6301 Special Department Supplies	ACH120418	22.57	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	BROWN BAG MTG MEALS	109595-6301 Special Department Supplies	ACH120418	501.02	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	SNACK PROGRAM SUPPLIES	109595-6301 Special Department Supplies	ACH120418	440.05	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	MEETING SUPPLIES	109595-6301 Special Department Supplies	ACH120418	15.62	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	MEETING SUPPLIES	109595-6301 Special Department Supplies	ACH120418	8.16	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	MEETING SUPPLIES	109595-6301 Special Department Supplies	ACH120418	20.47	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	CRICUT POTTER MACHINE	504077-6301 Special Department Supplies	ACH120418	339.49	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	N.S. SUPPLIES	504077-6301 Special Department Supplies	ACH120418	88.44	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	CITY HALL MUSIC	581573-6290 Dept. Contract Services	ACH120418	26.95	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	GOOSNECK LIGHT	581573-6301 Special Department Supplies	ACH120418	81.99	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	MICROPHONE, PRESSBOX	581573-6301 Special Department Supplies	ACH120418	388.01	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	MICROPHONE STANDS	581573-6301 Special Department Supplies	ACH120418	80.72	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA	PD TRAINING REG - EILEY	733041-6250	ACH120418	329.00	OCTOBER 18		00011377	12/05/2018

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	V008741		Staff Training						
EP	BANK OF AMERICA V008741	CREDIT - PD TRAINING REG	733041-6250 Staff Training	ACH120418	-198.00	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	PD TRAINING TAXI - BUTTS	733041-6250 Staff Training	ACH120418	44.05	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	PD TRAINING REG - BUTTS	733041-6250 Staff Training	ACH120418	198.00	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	PD TRAINING REG - MCELHINNEY	733041-6250 Staff Training	ACH120418	198.00	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	PD TRAINING REG - POINT	733041-6250 Staff Training	ACH120418	99.00	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	PD TRAINING REG - GOMEZ	733041-6250 Staff Training	ACH120418	226.00	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	PD TRAINING HOTEL - LENYI	733041-6250 Staff Training	ACH120418	1,131.72	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	PD TRAINING HOTEL - BUTTS	733041-6250 Staff Training	ACH120418	1,131.72	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	PD TRAINING REG - MCKENZIE	733041-6250 Staff Training	ACH120418	150.00	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	PD TRAINING REG - GARZA	733041-6250 Staff Training	ACH120418	160.76	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	PIO TRAINING REG - GARZA	733041-6250 Staff Training	ACH120418	160.76	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	PD TRAINING REG - TORRENCE	733041-6250 Staff Training	ACH120418	865.20	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	PD TRAINING HOTEL - CONROY	733041-6250 Staff Training	ACH120418	1,864.80	OCTOBER 18		00011377	12/05/2018
EP	BANK OF AMERICA V008741	PD TRAINING HOTEL - CONNELL	733041-6250 Staff Training	ACH120418	482.90	OCTOBER 18		00011377	12/05/2018
<b>Check Total:</b>					<b>26,922.60</b>				

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EP	ICMA RETIREMENT TRUST V000496	PE 12/01/18 PD 12/07/18	0029-2170 Deferred Comp Payable - ICMA	PY18025	175.88 2995/1801025		00011378	12/07/2018
EP	ICMA RETIREMENT TRUST V000496	PE 12/01/18 PD 12/07/18	0037-2170 Deferred Comp Payable - ICMA	PY18025	188.25 2995/1801025		00011378	12/07/2018
EP	ICMA RETIREMENT TRUST V000496	PE 12/01/18 PD 12/07/18	0048-2170 Deferred Comp Payable - ICMA	PY18025	727.73 2995/1801025		00011378	12/07/2018
EP	ICMA RETIREMENT TRUST V000496	PE 12/01/18 PD 12/07/18	0010-2170 Deferred Comp Payable - ICMA	PY18025	13,585.71 2995/1801025		00011378	12/07/2018
EP	ICMA RETIREMENT TRUST V000496	PE 12/01/18 PD 12/07/18	0050-2170 Deferred Comp Payable - ICMA	PY18025	9.96 2995/1801025		00011378	12/07/2018
EP	ICMA RETIREMENT TRUST V000496	PE 12/01/18 PD 12/07/18	0076-2170 Deferred Comp Payable - ICMA	PY18025	3.81 2995/1801025		00011378	12/07/2018
EP	ICMA RETIREMENT TRUST V000496	PE 12/01/18 PD 12/07/18	0054-2170 Deferred Comp Payable - ICMA	PY18025	267.01 2995/1801025		00011378	12/07/2018
EP	ICMA RETIREMENT TRUST V000496	PE 12/01/18 PD 12/07/18	0061-2170 Deferred Comp Payable - ICMA	PY18025	534.50 2995/1801025		00011378	12/07/2018
EP	ICMA RETIREMENT TRUST V000496	PE 12/01/18 PD 12/07/18	0062-2170 Deferred Comp Payable - ICMA	PY18025	300.00 2995/1801025		00011378	12/07/2018
EP	ICMA RETIREMENT TRUST V000496	PE 12/01/18 PD 12/07/18	0073-2170 Deferred Comp Payable - ICMA	PY18025	11.69 2995/1801025		00011378	12/07/2018
<b>Check Total:</b>					<b>15,804.54</b>			
EP	CALIFORNIA PUBLIC V010053	PERS P/E 11/17 PD 11/22	0010-2145 Employee PERS Payback W/H	ACH121018	78.61 112218		00011379	12/07/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 11/17 PD 11/22	0010-2150 Survivor Benefit Package	ACH121018	100.15 112218		00011379	12/07/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 11/17 PD 11/22	0010-2165 PERS Employer Payable	ACH121018	4,329.92 112218		00011379	12/07/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 11/17 PD 11/22	0010-2195 PERS Uniform	ACH121018	20.24 112218		00011379	12/07/2018
EP	CALIFORNIA PUBLIC	PERS P/E 11/17 PD 11/22	0021-2140	ACH121018	7.02 112218		00011379	12/07/2018

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	V010053		Employee PERS W/H						
EP	CALIFORNIA PUBLIC V010053	PERS P/E 11/17 PD 11/22	0029-2140 Employee PERS W/H	ACH121018	1,093.24	112218		00011379	12/07/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 11/17 PD 11/22	0029-2150 Survivor Benefit Package	ACH121018	1.14	112218		00011379	12/07/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 11/17 PD 11/22	0029-2195 PERS Uniform	ACH121018	0.30	112218		00011379	12/07/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 11/17 PD 11/22	0037-2140 Employee PERS W/H	ACH121018	1,123.73	112218		00011379	12/07/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 11/17 PD 11/22	0010-2140 Employee PERS W/H	ACH121018	132,254.01	112218		00011379	12/07/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 11/17 PD 11/22	0037-2145 Employee PERS Payback W/H	ACH121018	3.92	112218		00011379	12/07/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 11/17 PD 11/22	395083-5145 Retirement PERS	ACH121018	-71,401.72	112218		00011379	12/07/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 11/17 PD 11/22	0037-2150 Survivor Benefit Package	ACH121018	1.06	112218		00011379	12/07/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 11/17 PD 11/22	0048-2140 Employee PERS W/H	ACH121018	5,024.41	112218		00011379	12/07/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 11/17 PD 11/22	0048-2150 Survivor Benefit Package	ACH121018	4.50	112218		00011379	12/07/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 11/17 PD 11/22	0048-2195 PERS Uniform	ACH121018	1.47	112218		00011379	12/07/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 11/17 PD 11/22	0050-2140 Employee PERS W/H	ACH121018	21.87	112218		00011379	12/07/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 11/17 PD 11/22	0050-2150 Survivor Benefit Package	ACH121018	0.08	112218		00011379	12/07/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 11/17 PD 11/22	0050-2195 PERS Uniform	ACH121018	0.05	112218		00011379	12/07/2018
EP	CALIFORNIA PUBLIC	PERS P/E 11/17 PD 11/22	0054-2140	ACH121018	841.54	112218		00011379	12/07/2018

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	V010053		Employee PERS W/H					
EP	CALIFORNIA PUBLIC V010053	PERS P/E 11/17 PD 11/22	0054-2150 Survivor Benefit Package	ACH121018	0.70 112218		00011379	12/07/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 11/17 PD 11/22	0061-2140 Employee PERS W/H	ACH121018	2,522.87 112218		00011379	12/07/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 11/17 PD 11/22	0061-2150 Survivor Benefit Package	ACH121018	1.14 112218		00011379	12/07/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 11/17 PD 11/22	0061-2195 PERS Uniform	ACH121018	0.67 112218		00011379	12/07/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 11/17 PD 11/22	0062-2140 Employee PERS W/H	ACH121018	927.08 112218		00011379	12/07/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 11/17 PD 11/22	0062-2150 Survivor Benefit Package	ACH121018	1.86 112218		00011379	12/07/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 11/17 PD 11/22	0073-2140 Employee PERS W/H	ACH121018	404.31 112218		00011379	12/07/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 11/17 PD 11/22	0073-2150 Survivor Benefit Package	ACH121018	0.96 112218		00011379	12/07/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 11/17 PD 11/22	0073-2195 PERS Uniform	ACH121018	0.42 112218		00011379	12/07/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 11/17 PD 11/22	0076-2140 Employee PERS W/H	ACH121018	1.81 112218		00011379	12/07/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 11/17 PD 11/22	0076-2150 Survivor Benefit Package	ACH121018	0.01 112218		00011379	12/07/2018

**Check Total: 77,367.37**

**Type Total: 432,940.00**

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# Placentia City Council

## **AGENDA REPORT**

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: DECEMBER 18, 2018

SUBJECT: **RESOLUTION FOR GRANT FUNDS FOR THE 2019 BICYCLE CORRIDOR IMPROVEMENT PROGRAM UNDER THE "FIXING AMERICA'S SURFACE TRANSPORTATION" FEDERAL TRANSPORTATION ACT FOR THE PROPOSED ATWOOD RECREATION TRAIL**

### FISCAL

IMPACT: There is no direct fiscal impact associated with the recommended actions.

### **SUMMARY:**

The Orange County Transportation Authority (OCTA) issued a Call for Projects for the 2019 Bicycle Corridor Improvement Program (BCIP). The City submitted a grant application under this call for the proposed Atwood Recreation Trail to be built along the Atwood Flood Control Channel. Grant funding in the amount of \$280,000 with a 20% matching contribution from the City was requested to provide funding for a 35% complete preliminary engineering and environmental review and clearance. The grant application requires the Boards of Directors or City Councils of sponsoring agencies to submit an adopted resolution supporting the grant application prior to December 31, 2018.

### **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 Bicycle Corridor Improvement Program Funded with Congestion Mitigation and Air Quality Improvement Program Funding under the Fixing America's Surface Transportation Federal Transportation Act for the proposed Atwood Recreation Trail; and
2. Authorize the City Administrator, or his designee, to execute all documents necessary, in a form approved by the City Attorney.

**1. c.**  
**December 18, 2018**

**DISCUSSION:**

On December 4, 2015, the United States Congress enacted the Fixing America's Surface Transportation (FAST) Federal Transportation Act. This Act provides Federal funding to State and local transportation agencies to utilize for various transportation-related projects. On September 24, 2018, the OCTA issued a Call for Projects for the 2019 BCIP. OCTA has allocated a total of \$25 million in BCIP funding for bicycle and pedestrian improvements throughout the County. These types of projects typically entail the creation of new bicycle and pedestrian recreation facilities or improvements to existing facilities.

In response to this Call for Projects, the City submitted a grant application to OCTA for a proposed project under the BCIP program. The project is a new pedestrian and bicycle trail to be constructed on the various existing access roads along the Atwood Channel in the southern portion of the City. This proposed trail (Attachment 1) will connect the future Veterans Village site to Parque de Los Ninos and extend westward to the Burlington Northern Santa Fe Railway (BNSF) rail line. The easterly end of the proposed trail would end at a City-owned parcel adjacent to the Lakeview Avenue Bridge, which is currently being used as a storm water detention/infiltration basin. In October 2017, the City Council approved a Bikeways and Trails Agreement with the County of Orange for the construction and maintenance of off-street bicycle and pedestrian trails along County Flood Control properties throughout the City. This agreement includes the Atwood Channel as a potential project location for this purpose. The grant application requires the Board of Directors or City Councils of sponsoring agencies to adopt a resolution supporting the grant application which is due by December 31, 2018.

This Call for Projects presents an opportunity to leverage grant funds for conducting preliminary engineering analysis, develop conceptual plans, complete environmental reviews, and complete the engineering design effort up to the 35% completion level. The grant application submitted by the City is requesting a total of \$280,000 to complete this work, and Staff anticipates submitting grant applications for future Calls for Projects to secure construction funding to construct the trail. The grant requires a 20%, or \$70,000 local match from the City providing for a total project budget of \$350,000. Should the City be awarded this grant, the matching funds will be budgeted as part of the Fiscal Year 2019-20 Capital Improvement Program (CIP) Budget. Staff anticipates utilizing Park and Recreation or Quimby in-Lieu development impact fees for the City's matching contribution next fiscal year.

At the urging of City Staff, The Orange County Public Works Department submitted a BCIP grant application under this Call for Projects to secure grant funding for the OC Loop, Segment D Gap Closure Project which will run along the Carbon Canyon Channel in Placentia and Yorba Linda. In addition, the Mayor signed a letter of support for the County's grant application. Grant awards for 2019 Call for Projects will be announced in early March 2019.

**FISCAL IMPACT:**

There is no direct fiscal impact associated with the recommended actions. Should the City be awarded this grant, a 20% or \$70,000 local match from the City will be required and will be budgeted as part of the Fiscal Year 2019-20 CIP Budget.

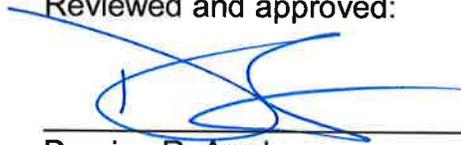
Prepared by:



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Luis Estevez  
Director of Public Works

Reviewed and approved:



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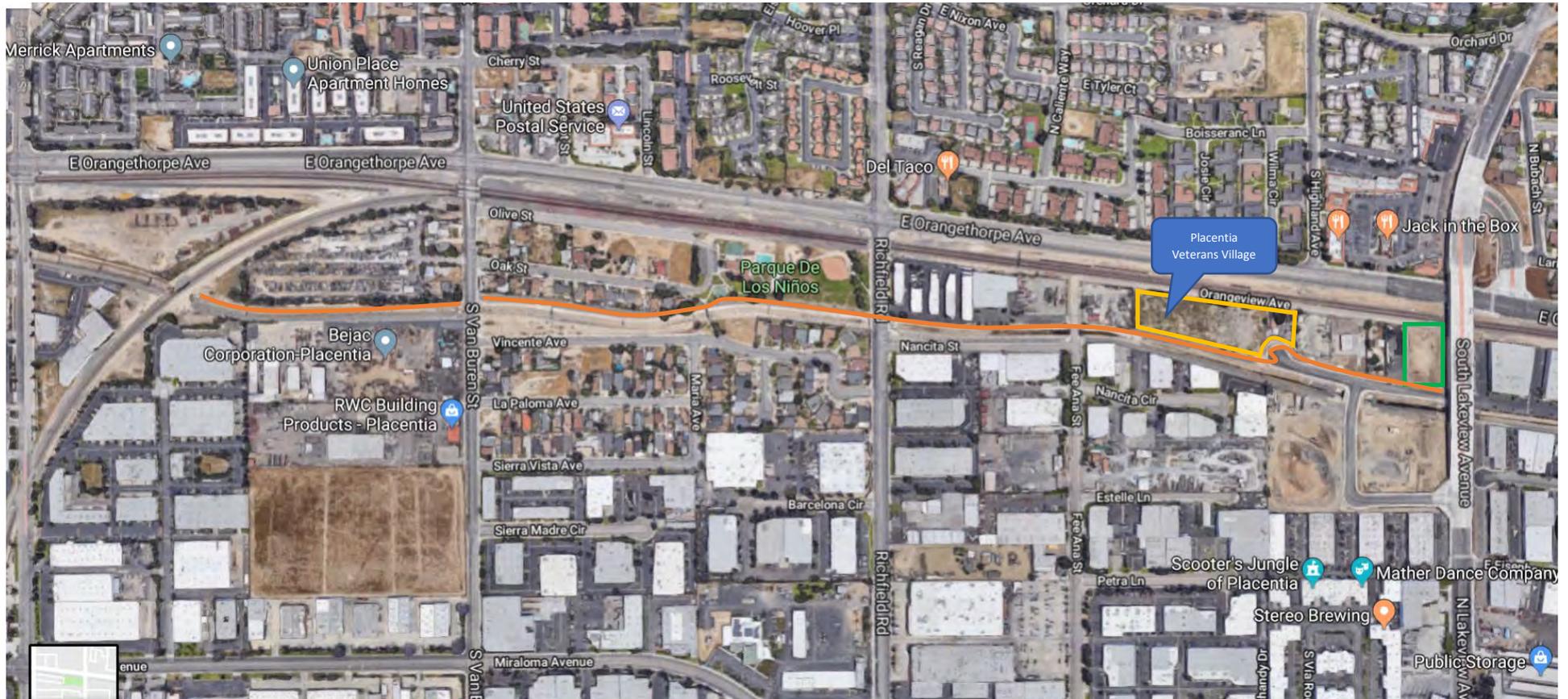
Damien R. Arrula  
City Administrator

**Attachments:**

1. Project Site Map
2. Resolution No. R-2018-XX

# City of Placentia

## Atwood Recreation Trail



## RESOLUTION NO. R-2018-XX

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING AN APPLICATION FOR FUNDS FOR THE BICYCLE CORRIDOR IMPROVEMENT PROGRAM FUNDED WITH CONGESTION MITIGATION AND AIR QUALITY IMPROVEMENT PROGRAM FUNDING UNDER THE FIXING AMERICA'S SURFACE TRANSPORTATION FEDERAL TRANSPORTATION ACT FOR THE ATWOOD RECREATION TRAIL PROJECT

#### A. Recitals

(i). the United State Congress enacted the Fixing America's Surface Transportation (FAST) Federal Transportation Act on December 4, 2015, which makes Congestion Mitigation and Air Quality Improvement Program (CMAQ) funds available to the Orange County Transportation Authority (OCTA); and

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

(iii). The City of Placentia possesses authority to nominate bicycle projects funded using Congestion Mitigation and Air Quality Improvement Program funding and to finance, acquire, and construct the proposed project; and

(iv). By formal action the City of Placentia authorizes the nomination of the Atwood Recreation Trail including all understanding and assurances contained therein, and authorizes the person identified as the official representative of the (AGENCY) to act in connection with the nomination and to provide such additional information as may be required; and

(v). The City of Placentia will maintain and operate the property acquired, developed, rehabilitated, or restored for the life of the resultant facility(ies) or activity; and

(vi). With the approval of the California Department of Transportation (Caltrans) and/or OCTA, the City of Placentia or its successors in interest in the property may transfer the responsibility to maintain and operate the property; and

(vii). The City of Placentia will give Caltrans and/or OCTA's representatives access to and the right to examine all records, books, papers or documents related to the bicycle project; and

(viii). The City of Placentia will cause project work to commence within six months following notification from the State or OCTA that funds have been authorized to

proceed by the Federal Highway Administration or Federal Transit Administration and that the project will be carried to completion with reasonable diligence; and

(ix). The City of Placentia commits to provide 20% of the total project cost as match to the requested \$280,000 in OCTA CMAQ funds for a total project cost estimated to be \$350,000; and

(x). The City of Placentia may elect to commit additional funds to the Atwood Recreation Trail to fund an expanded scope which provides additional quantifiable benefits. The City of Placentia is required to notify OCTA to grant approval prior to commencing on the additional scope; and

(xi). The City of Placentia will comply where applicable with provisions of the California Environmental Quality Act, the National Environmental Policy Act, the American with Disabilities Act, Federal Title VI, Buy America provision, and any other federal, state, and/or local laws, rules and/or regulations; and

(xii). The City of Placentia City Council authorizes the execution of any necessary cooperative agreements between the City of Placentia and OCTA to facilitate the delivery of the project; and

(xiii). The City of Placentia will amend the agency Capital Improvement Program (CIP) to include the project if selected for funding.

## **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 Damien R. Arrula as the official representative of the City of Placentia to apply for the Congestion Mitigation and Air Quality Improvement Program funding under the Fixing America's Surface Transportation Act for the Atwood Recreation Trail.
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 18<sup>th</sup> day of December 2018.**

---

Rhonda Shader, 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 18<sup>th</sup> day of December 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: DECEMBER 18, 2018

SUBJECT: **AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT WITH CIVIL SOURCE, INC., FOR ENGINEERING DESIGN SERVICES FOR THE RESIDENTIAL STREET REHABILITATION PROJECT - PHASE I**

FISCAL  
IMPACT: EXPENSE: \$44,000 CUMULATIVE CONTRACT NOT-TO-EXCEED AMOUNT  
BUDGETED: \$44,000 FISCAL YEAR 2018-19 CIP BUDGET

No General Fund Dollars will be used on this project.

### **SUMMARY:**

This project is funded entirely with SB-1 Gas Tax Funds. The project seeks to reconstruct approximately 150,000 square feet (SF) of pavement on several residential streets. The pavement on these streets was rated as "Very Poor" in the 2018 Pavement Management Plan. Civil Source, Inc. (Civil Source) was initially contracted by the City to provide design services for this project under an agreement within the City Administrator's administrative authority. However, after an initial investigation by Civil Source, it was determined that additional design work is needed to include the rehabilitation of McCormack Lane which is a main residential collector street, as well as all of the Americans with Disabilities Act (ADA) curb ramps located in this neighborhood. The proposed amendment provides additional compensation to Civil Source to cover the cost of this additional design work.

### **RECOMMENDATION:**

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

1. Approve Amendment No. 1 to Professional Services Agreement with Civil Source, Inc. for an additional \$19,500 for design services, for a cumulative contract not-to-exceed amount of \$44,000; and
2. Authorize the City Administrator and/or his designee to execute all the necessary documents, in a form approved by the City Attorney.

**1. d.**  
**December 18, 2018**

**DISCUSSION:**

This residential road rehabilitation project encompasses several residential streets noted in the attached map (Attachment 1). The project is funded entirely with SB-1 Gas Tax funds. The pavement on these streets has not been maintained since they were originally constructed. In July of this year, Civil Source was contracted to provide the engineering analysis and design of this project as well as prepare bid specifications for the project. There are several curb ramps located in this neighborhood that are no longer ADA compliant. As such, they should be reconstructed as part of this road rehabilitation project to ensure full ADA compliance. In addition, given the condition of the pavement and the fact that it is a major residential collector street, it was determined that it would be more cost effective to include McCormack Street into the larger road rehabilitation project at this time.

The additional survey and engineering design work needed to prepare engineered plans for the ADA ramps and McCormack Street will cost an additional \$19,500 (Attachment 2). The proposed amendment will ensure that all the curb ramps in this area are designed and constructed per the latest ADA standards and ensure cost efficiencies by including these ramps in the larger project. To take advantage of an economies of scale approach on infrastructure, moving forward, Staff will utilize a 360-degree design philosophy to address and repair long-standing infrastructure deficiencies located within the City's right-of-way as part of future road rehabilitation projects.

**FISCAL IMPACT:**

The recommended action will approve an amendment to the Professional Services Agreement with Civil Source to increase the contract amount by \$19,500, for a cumulative not-to-exceed contract amount of \$44,000.

Prepared by:



Masoud Sepahi  
City Engineer

Reviewed and approved:



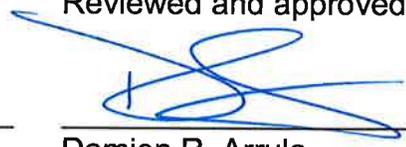
Luis Estevez  
Director of Public Works

Reviewed and approved:



Kim Krause  
Director of Finance

Reviewed and approved:



Damien R. Arrula  
City Administrator

Attachments:

1. Project Site Plan
  2. Amendment No. 1 to Professional Services Agreement with Civil Source
-

# FY 2018-19 Street Resurfacing Project Phase 1



City of Placentia

0

375

750 Feet

ATTACHMENT 1



**AMENDMENT NO. 1 TO  
PROFESSIONAL SERVICES AGREEMENT  
PROVISION OF PROFESSIONAL SERVICES WITH CIVIL SOURCE**

This Amendment No. 1 (“Amendment”) to Professional Services Agreement is made and entered into effective the December 18, 2018, by and between the CITY OF PLACENTIA, a Charter City and Municipal Corporation (“CITY”), and Civil Source an NV5 Company, a California 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 July 3rd, 2018 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 compensation for additional design and field work in support of the Residential Pavement Reconstruction project in addition to inclusion of design services for ADA curb ramps.

(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, Paragraph 1 of the Agreement is hereby amended to read as follows:

**Compensation. Consultant shall be paid in accordance with the revised fee schedule set forth in Exhibit “A”. Consultant’s total compensation shall not exceed \$44,000.**

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

3. 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.

4. 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: \_\_\_\_\_  
David Niknafs, Director of Operations

By: \_\_\_\_\_  
Rhonda Shader, Mayor

ATTEST:

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Christian L. Bettenhausen, City Attorney



October 15, 2018

Mr. Masoud Sepahi, PE  
City Engineer  
City of Placentia  
401 E. Chapman Avenue  
Placentia, CA 92780

**SUBJECT: Proposal for Engineering Design Services for McCormack Lane and 9 Ramps,  
City of Placentia**

Dear Mr. Sepahi:

NV5, formerly CivilSource, is pleased to present this proposal to provide professional engineering design services for McCormack Lane (from Bastanchury Road to Golden Avenue) and 9 Ramps as depicted on the attached map.

This proposal is prepared in accordance with our recent conversation with the City representatives and the information received regarding the proposed improvement project.

#### **PROJECT UNDERSTANDING**

We understand that the City intends to improve selected neighborhood streets and 91 Ramps as part of two separate projects. McCormack Lane and the additional 9 Ramps are in need of improvements and it is recommended to be added to these two projects.

#### **SCOPE OF WORK**

Our scope of work is anticipated to be as follows:

##### **A. Meetings and Coordination**

We will attend meetings as necessary and coordinate all project design activities with City Staff.

##### **B. Obtain Data & Review**

We will obtain and review all available information pertinent to the project.

**C. Project Documentation and Field Review**

We will conduct a field review of the project area. We visually assess the pavement condition on McCormick Lane from Bastanchury Road to Golden Avenue and identify the specific improvements to be included in the project. We will review and through discussion with the City will select the best alternative for the pavement rehabilitation for the project.

**D. Field Topographic Survey**

We will conduct a field survey of 9 Ramps as depicted on the attached Exhibit. We will obtain information regarding top of curb elevation, flow line elevation, back of walk elevation, and other pertinent information necessary for design of the ADA ramps.

**E. Preliminary Bid Package**

Preliminary bid package (70%) will be prepared to conform to the general requirements of the City with consideration for the needs of the contractor's construction operations. Where applicable, the construction documents will conform to the appropriate applicable design standards such as City, County, and State. Construction documents will comply with APWA Standard Specifications for Public Works Construction "Greenbook".

**F. Final Bid Package**

Upon City review and approval of the preliminary bid package, we will proceed with the preparation of final bid package/specifications for submittal to the City.

**FEE**

FEE PROPOSAL		
TASK	DESCRIPTION	FEE
A	Meetings & Coordination	\$800
B	Obtain Data & Review	\$500
C	Project Documentation and Field Review	\$1,200
D	Field Topographic Survey	\$6,300
E	Preliminary Bid Package	\$8,400
F	Final Bid Package	\$2,300
	<b>TOTAL</b>	<b>\$19,500</b>

*Page 3*  
*Proposal for Professional Engineering Design Services*  
*McCormack Lane & 9 Ramps*  
*City of Placentia*

On behalf of the principals and staff of CivilSource/NV5, we thank you for the opportunity to submit our proposal. If you should have any questions or require additional information, please feel free to contact me at (949) 588-0477 or david.niknafs@NV5.com.

Respectfully Submitted,

**CIVILSOURCE, an NV5 Company**



David Niknafs, P.E.  
Director of Operations



# Placentia City Council

## **AGENDA REPORT**

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF DEVELOPMENT SERVICES

DATE: DECEMBER 18, 2018

SUBJECT: **SECOND READING OF ORDINANCE NO. O-2018-09 OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, APPROVING FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR DEVELOPMENT PROJECT MITIGATION FEE LOAN WITH MERCY HOUSING CALIFORNIA FOR THE PLACENTIA VETERANS VILLAGE DEVELOPMENT**

FISCAL IMPACT: PRIOR EXPENSE: \$305,653 Prior Development Impact Fees Deferral  
CURRENT EXPENSE: \$582,850 Current Development Impact Fees Deferral  
OFFSETTING REVENUE: \$582,850 Development Project Mitigated Fee Loan  
NO GENERAL FUND DOLLARS WILL BE USED FOR THIS PROJECT

### **SUMMARY:**

The City has partnered with the County of Orange, Mercy Housing California (Mercy Housing), and New Directions for Veterans to plan, design, construct and administer the Placentia Veterans Village (Veterans Village), a state-of-the-art development that will bring permanent supportive housing to military veterans who are homeless or disabled (the Development). The Development site is a 3.65-acre unimproved site comprised of two parcels, one is owned by the Orange County Flood Control District and the adjacent parcel is owned by a private party. The current property is vacant and has frequently been used for illegal dumping. The new Development will improve the property significantly while addressing a need in Orange County and throughout the nation.

On January 17, 2017, City Council approved a Development Agreement with Mercy Housing for a residual receipts loan amount of up to \$450,000 in deferral of impact fees (Development Project Mitigated Fee Loan). Subsequently on February 20, 2018, City Council approved a loan commitment letter to increase the Development Project Mitigated Fee Loan to the sum of \$582,850. This commitment reflected an increase in deferral of impact fees from the prior development impact fee amount of \$305,653 to the current development impact fee amount of \$582,850, to be consistent with the City's existing development impact fee schedule. This commitment by the City Council increased the project's overall Tax Credit Allocation Committee (TCAC) score to be more competitive with other housing developments applying for TCAC funds. Fortunately, these efforts made by the City Council and the enhancements made to the TCAC application allowed Mercy Housing to receive TCAC funding. This action will approve a first amendment to the Development Agreement with Mercy Housing for an amount of \$582,850 in Development Project Mitigation Fee Loan for the Veterans Village.

**1. e.**  
**December 18, 2018**

**RECOMMENDATION:**

It is recommended that City Council take the following actions:

1. Waive full reading, by title only, and adopt Ordinance No. O-2018-09, An ordinance of the City Council of the City of Placentia, California approving First Amendment to the Development Agreement 2016-01 with Mercy Housing California related to the development of the +/- 3.65-acre property at 1924 Orangeview Avenue, Placentia, California; and
2. Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

**DISCUSSION:**

The City has partnered with the County of Orange, Mercy Housing, and New Directions for Veterans to plan, design, construct and administer the Veterans Village, a state-of-the-art development that will bring permanent supportive housing to military veterans who are homeless or disabled. Mercy Housing, an experienced owner of service enriched housing for veterans, will develop, own and manage the Veterans Village (the Development). The Development site is a 3.65-acre unimproved site comprised of two parcels, one is owned by the Orange County Flood Control District and the adjacent parcel is owned by a private party. The Development is located adjacent to a newly constructed street located near the intersection of Orangethorpe Avenue and Lakeview Avenue. The current property is vacant and has frequently been used for illegal dumping. The new Development will improve the property significantly while addressing a need in Orange County and throughout the nation.

The Development will include fifty (50) furnished apartment homes [forty-nine (49) for veterans and one (1) on-site management unit], a courtyard, community garden, recreation room, energy efficient design and appliances, computer room, and resident services offices. The state-of-the-art development will be LEED (Leadership in Energy and Environmental Design) Gold, utilizing energy efficient design principles and building materials.

On January 17, 2017, City Council approved a Development Agreement with Mercy Housing for a residual receipts loan amount of up to \$450,000 in deferral of impact fees (Development Project Mitigated Fee Loan). Subsequently on February 20, 2018, City Council approved a loan commitment letter to increase the Development Project Mitigated Fee Loan to the sum of \$582,850. This commitment reflected an increase in deferral of impact fees from the prior development impact fee amount of \$305,653 to the current development impact fee amount of \$582,850, to be consistent with the City's existing development impact fee schedule.

The increased commitment of \$582,850 from the Development Project Mitigated Fee Loan provided an opportunity for Mercy Housing to competitively apply for tax credit financing from California TCAC in February 2018. Fortunately, these efforts made by City Council and the enhancements made to the TCAC application allowed Mercy Housing to receive TCAC funding.

This action will approve the first amendment to the Development Agreement to increase the deferral of the Development Project Mitigation Fee Loan in a total amount not to exceed \$582,850.

**FISCAL IMPACT:**

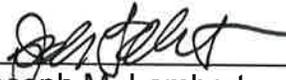
This action will reflect an increase in deferral of impact fees from the prior development impact fee amount of \$305,653 to the current development impact fee amount of \$582,850, to be consistent with the City's existing development impact fee schedule. All other loan terms will remain the same.

Prepared by:



Jeannette Ortega  
Assistant to the City Administrator/  
Economic Development Manager

Reviewed and approved:



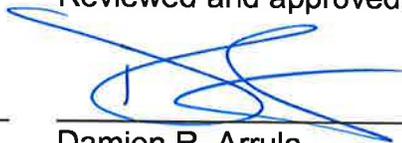
Joseph M. Lambert  
Director of Development Services

Reviewed and approved:



Kim Krause  
Director of Finance

Reviewed and approved:



Damien R. Arrula  
City Administrator

**Attachments:**

1. Ordinance No. O-2018-09
2. First Amendment to the Development Agreement

## ORDINANCE NO. O-2018-09

### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, APPROVING FIRST AMENDMENT TO DEVELOPMENT AGREEMENT 2016-01 WITH MERCY HOUSING CALIFORNIA RELATED TO THE DEVELOPMENT OF THE +/- 3.65 ACRE PROPERTY AT 1924 ORANGEVIEW AVENUE, PLACENTIA, CALIFORNIA

#### City Attorney's Summary

An ordinance of the City of Placentia, California approving first Amendment to the Development Agreement 2016-01 between the City of Placentia and Mercy Housing California related to the development of the +/- 3.65 acre property at 1924 Orangeview Avenue, Placentia, California to develop and operate a 50 unit affordable apartment complex serving military veterans who are homeless, disabled and/or demonstrate economic hardship. The City Council has adopted a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the project in accordance with the California Environmental Quality Act (CEQA) (Public Resources Code §§ 21000-21177) and pursuant to §15063 of Title 14 of the California Code of Regulations (CCR).

#### A. Recitals.

(i) Mercy Housing California ("Applicant"), which will be the leasehold owner of the property located at 1924 Orangeview Avenue, Placentia, California filed an application for a General Plan Amendment 2016-01, Zone Change 2016-01, Variance 2016-02, Development Plan Review 2016-01 and Development Agreement 2016-01 to develop and operate a 50 unit affordable apartment complex serving military veterans who are homeless, disabled and/or demonstrate economic hardship.

(ii) California Government Code § 65867 authorizes the City of Placentia to enter into a development agreement that gives the applicant certain vested rights. In this case, Development Agreement 2016-01 would, in pertinent part, defer certain application and development fees for the project.

(iii) On December 13, 2016, the Planning Commission conducted a duly noticed public hearing, as required by law, and after holding the public hearing, recommending to the City Council approval of the aforementioned entitlements and Development Agreement No. 2016-01.

(iv). On January 17, 2017, the City Council approved Development Agreement No. 2016-01 with the Applicant.

(v). On February 20, 2018, the City Council approved a commitment letter to increase the Development Project Mitigated Fee Loan to \$582,850, to be consistent with the City's existing development impact fee schedule.

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

**B. Ordinance.**

NOW, THEREFORE, it is hereby found, determined and resolved by the City Council of the City of Placentia as follows:

1. The City Council hereby finds that the First Amendment to the Development Agreement between the City and Applicant conforms to the policies and programs of the General Plan.

2. The City Council hereby approves the First Amendment to the Development Agreement between the City and Mercy Housing California in the form attached hereto as "Exhibit A" and incorporated by this reference.

3. The City Council of the City of Placentia hereby finds from the evidence in the record based on its independent judgement that Negative Declaration No. 2016-01, certified by the City Council, as part of the project, reduces the environmental impacts of Development Agreement 2016-01 to a level less than significant based on the mitigation measures set forth therein.

4. Non-Substantive Changes to Development Agreement. The City Council hereby grants to the City Administrator and/or his designee the authority to make non-substantive changes to the Development Agreement subsequent to the date of adoption of this Ordinance as may be necessary to effectively memorialize the intent of the parties consistent with the City Council's findings and direction herein.

5. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held invalid by a court of competent jurisdiction, such a decision shall not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have passed this Ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, or phrases, be declared invalid.

6. The Secretary shall certify the adoption of this Resolution.

7. Effective Date. This ordinance shall be in full force and effect commencing thirty (30) days after its final adoption and a summary hereof shall be published once within fifteen (15) days in the Placentia News Times, a newspaper of general circulation printed and published in the County of Orange and circulated in the City of Placentia and hereby designated for that purpose by the City Council.

**INTRODUCED** at a regular meeting of the City Council of the City of Placentia held on November 13, 2018.

**PASSED, APPROVED AND ADOPTED this 18th day of December 2018.**

\_\_\_\_\_  
Rhonda Shader, 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 adopted at an adjourned regular meeting of the City Council of the City of Placentia, held on the 18th day of December 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

**FIRST AMENDMENT AND ASSIGNMENT AND ASSUMPTION OF CITY OF  
PLACENTIA DEVELOPMENT AGREEMENT  
(MERCY HOUSING HOMELESS VETERANS VILLAGE PROJECT)**

This First Amendment and Assignment and Assumption of City of Placentia Development Agreement (Mercy Housing Homeless Veterans Village Project) (this “Amendment”) is effective as of \_\_\_\_\_, 2018 (the “Effective Date”), by and among **CITY OF PLACENTIA**, a California charter city and municipal corporation, (the “City”), **MERCY HOUSING CALIFORNIA**, a California nonprofit public benefit corporation (the “Developer”) and **PLACENTIA VETERANS VILLAGE, L.P.**, a California limited partnership (the “Borrower”).

WHEREAS, the City and Developer entered into that certain Development Agreement dated January 17, 2017 (the “Agreement”) attached hereto as Attachment 1, pursuant to which the City provided Developer with a vested right to develop approximately forty nine (49) service-enriched rental dwelling units with a preference for low-income families which include at least one Veteran, and homeless Veterans (the “Housing Project”) on certain real property situated in the City of Placentia that is owned by the County of Orange/Orange County Flood Control District (terminus of Orangeview Avenue with no street address) and the adjoining property located at 1924 Orangeview Avenue (collectively, the “Property”);

WHEREAS, the Developer, through its affiliate Placentia Veterans Village LLC, a California limited liability company (the “General Partner”), has formed the Borrower for the purpose of owning and developing the Property;

WHEREAS, Section 705 of the Agreement permits assignment thereof by the Developer under the terms listed therein;

WHEREAS, the Developer desires to assign to the Borrower, and the Borrower desires to assume, all of the Developer’s rights, title and interest in and to, and obligations and liabilities under, the Agreement and the City desires to acknowledge and consent to the foregoing assignment and assumption of the Agreement;

WHEREAS, additionally, pursuant to the Agreement, the City approved a loan to the Developer in a principal amount not to exceed the sum of Four Hundred Fifty Thousand Dollars (\$450,000) (the “Development Project Mitigation Fee Loan”);

WHEREAS, the City has approved an increase in the Development Project Mitigation Fee Loan in an amount not to exceed Five Hundred Eighty-Two Thousand Eight Hundred and Fifty Dollars (\$582,850);

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City, Developer and the Borrower hereby agree as follows:

1. **Assignment of the Agreement by the Developer.** The Developer hereby assigns to the Borrower all of the Developer's rights, title and interest in and to, and obligations and liabilities under, the Agreement.

2. **Acceptance of Assignment and Assumption of the Agreement by the Borrower.** The Borrower hereby accepts the above assignment of all of the Developer's rights, title and interest in and to, and obligations and liabilities under, the Agreement; and hereby assumes all of the Developer's rights, title and interest in and to, and obligations and liabilities under, the Agreement. The Borrower hereby agrees to perform all of the terms, covenants, obligations and conditions imposed upon Developer under the Agreement and this Amendment as if the Borrower were the original signatory thereto. All references in the Agreement to the Developer shall hereafter be deemed to be references to the Borrower. The Borrower hereby releases the Developer from any and all obligations under the Agreement.

3. **City Approval.** In accordance with the terms thereof, the City hereby approves of the assignment and assumption of the Agreement by the Developer to the Borrower on the Effective Date.

4. **Amendment to Agreement.** The Agreement shall be amended as follows:

- (i) The reference to "Four Hundred Fifty Thousand Dollars (\$450,000)" in Section 402 of the Agreement is hereby deleted and replaced with "Five Hundred Eighty-Two Thousand Eight Hundred and Fifty Dollars (\$582,850)."
- (ii) The amount set forth in Section 4(i) above, shall be evidenced by a Promissory Note (Development Project Mitigation Fee Loan Note) in substantially the form set forth in Attachment No. 2 of this Amendment and shall replace Attachment No. 7 of the Agreement.
- (iii) The amount set forth in Section 4(i) above, shall be secured by a deed of trust in substantially the form of the Deed of Trust and Assignment of Rents (Development Project Mitigated Fee Loan Note) as set forth in Attachment No. 3 of this Amendment and shall replace Attachment No. 8 of the Agreement.

5. **Term Remain.** Except as amended herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect. If there is any conflict between the terms of this Amendment and any terms in the Agreement, the terms of this Amendment shall prevail.

6. **Capitalized Terms.** Capitalized terms used but not defined herein shall have the meaning as defined in the Agreement.

7. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall constitute an original, and all of which shall constitute a fully-executed Amendment. All executed counterparts together shall constitute one and the same document, and any signature pages, including facsimile or electronic copies thereof, may be assembled to form a single original document.

[Signatures follow on next page]

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this Amendment, to be effective on the date and year set forth above.

**DEVELOPER**

**MERCY HOUSING CALIFORNIA**, a California nonprofit public benefit corporation

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

By: \_\_\_\_\_  
Ed Holder  
Vice President

**CITY**

**CITY OF PLACENTIA**, a California Charter City and municipal corporation

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

By: \_\_\_\_\_  
Damien R. Arrula  
City Administrator

APPROVED AS TO FORM:

EFFECTIVE DATE IS:

By: \_\_\_\_\_  
Christian L. Bettenhausen  
CITY ATTORNEY

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

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

**BORROWER**

**PLACENTIA VETERANS VILLAGE,  
L.P., a California limited partnership**

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

By: Placentia Veterans Village LLC, a  
California limited liability company, its  
managing general partner

By: Mercy Housing California, a  
California nonprofit public benefit  
corporation, its manager

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

By: New Directions Housing LLC,  
a California limited liability company,  
its administrative general partner

By: New Directions, Inc.,  
a California nonprofit public  
benefit corporation,  
its sole member

By: \_\_\_\_\_  
Leo Cuadrado,  
Chief Operating Officer

By: \_\_\_\_\_  
David Baylor,  
Chairman of the Board

**CITY OF PLACENTIA  
DEVELOPMENT AGREEMENT  
(MERCY HOUSING HOMELESS VETERANS VILLAGE PROJECT)**

**THIS 2017 DEVELOPMENT AGREEMENT** (the "Agreement") is dated as of January 17, 2017, by and between the **CITY OF PLACENTIA**, a California charter city and municipal corporation, (the "City"), and **MERCY HOUSING CALIFORNIA**, a California nonprofit public benefit corporation (the "Developer").

***RECITALS***

A. In order to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic costs and risk of development, the Legislature of the State of California enacted Section 65864 et seq. of the Government Code ("Development Agreement Statute") which authorizes a city and a developer having a legal or equitable interest in real property to enter into a binding, long-term development agreement, establishing certain development rights in the property.

B. Developer entered into an Option to Lease Agreement, dated April 26, 2016, with the County of Orange/Orange County Flood Control District to lease and improve certain real property situated in the City of Placentia that is owned by the County (terminus of Orangeview Avenue with no street address). Developer has also entered into an agreement to purchase the fee simple interest in an adjoining property located at 1924 Orangeview Avenue. (Collectively, the two parcels are referred to herein as the "Property") (as described in Attachment No. 1 and depicted in Attachment No. 2. Developer intends to develop the Property as a permanent supportive housing development for homeless veterans as described herein (the "Housing Project").

C. As part of the Housing Project, the Developer will construct and operate approximately forty (49) service-enriched rental dwelling units with a preference for low-income families which include at least one Veteran, and homeless Veterans, where household income does not exceed 30% to 60% of Area Median Income at an affordable rent for the "Affordability Period," as this term is defined below.

D. This Agreement between City and Developer sets forth, among other things, the applicable fees, policies and zoning requirements that apply to Developer's development of the Project and provides Developer with a vested right to develop the Project.

E. The Project relies on the following analysis under the California Environmental Quality Act ("CEQA") (set forth in Public Resources Code, section 21000 et seq.): Mitigated Negative Declaration.

F. The Development Agreement Statute provides that the purpose of development agreements is to strengthen the public planning process, encourage comprehensive planning, obtain private participation in meeting community needs, and reduce uncertainty in the approval of development.

G. For the reasons recited herein, City and Developer have determined that the Project is a development for which this Agreement is appropriate. This Agreement will eliminate uncertainty regarding Existing Approvals and Subsequent Project Approvals, thereby encouraging planning for, investment in, and commitment to use and development of the Property. Continued use and development of the Property will in turn provide substantial employment, tax, and other public benefits to the City, and will contribute to the revitalization of the City.

H. The terms and conditions of this Agreement have undergone review by City staff, the Planning Commission and the City Council at publicly noticed meetings and have been found to be fair, just and reasonable and in conformance with the Development Agreement Statute and the goals, policies, standards and land use designations specified in the City's General Plan and, further, the City Council finds that the economic interests of City's citizens and the public health, safety and welfare will be best served by entering into this Agreement.

I. On December 13, 2016, the Planning Commission, the initial hearing body for purposes of development agreement review, recommended approval of this Agreement to the City Council. On January 17, 2017 the City Council adopted Ordinance No. O-2017-02 approving this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

## 100. DEFINITIONS

**"Affordability Period"** shall mean a period of fifty-five (55) years from the date of the issuance of a certificate of occupancy for the Housing Project.

**"Agreement"** means this 2016 Development Agreement between City and the Developer.

**"City"** means the City of Placentia, a California charter city and municipal corporation.

**"Actual Knowledge"** means the actual knowledge of the party's employees and agents who manage the Housing Project or have participated in the preparation of this Agreement, and all documents and materials in the possession of such party, and shall not impose a duty of investigation.

**"County"** shall mean the County of Orange, California.

**"Default"** means the failure of a party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and opportunity to cure, as set forth in Section 601 hereof.

**"Developer"** means Mercy Housing California, a California nonprofit public benefit corporation, and its permitted successors and assigns.

**"Development Fees"** shall mean those fees, charges, and exactions imposed by the City upon the development of the Project on the Property, including, but not limited to, application fees, processing fees, development fees, impact fees, mitigation fees, park fees, storm drain fees, sewer fees, development project mitigation fees, and other related or like charges or fees. All Development Fees applicable to the Project are identified in Attachment No. 6 attached hereto and incorporated herein.

**"Development Plans"** means those plans and drawings to be submitted to City for its approval, pursuant to Section 302 hereof.

**"Development Project Mitigation Fees"** means the monetary fees and impositions, other than taxes and assessments, charged by City in connection with a development project for the purpose of defraying all or a portion of the cost of mitigating the impacts of a development project or development of the public facilities and services related to a development project, including Affordable Housing Fees and any "fee" as that term is defined by Government Code section 66000(b). For purposes of this Agreement, a monetary fee or imposition that meets both the definition of an Impact Fee and the definition of an Exaction will be considered a

Development Project Mitigation Fee. Development Project Mitigation Fees include Development Fees.

***“Development Project Mitigation Fee Loan Note”*** means and refers to the promissory note to be executed by the Developer as the maker, in favor of the City as the holder, in the amount of the Development Project Mitigation Fee Loan substantially in the form of Attachment No. 7.

***“Effective Date”*** means and refers to the day on which all three (3) of the following events have been accomplished: (i) this Agreement has been approved by the governing board of the City; and (ii) this Agreement has been executed by the officers of the Developer; and (iii) this Agreement has been executed by the officers of the City. The Effective Date shall be noted by the City Council on the signature page of this Agreement.

***“Exactions”*** means exactions imposed by City as a condition of developing the Housing Project, including requirements for acquisition, dedication or reservation of land; and obligations to construct on-site or off-site public and private infrastructure improvements such as roadways, utilities or other improvements necessary to support the Housing Project, whether such exactions constitute capital improvements, mitigation measures in connection with environmental review of the Project, or impositions made under Applicable City Regulations. For purposes of this Agreement, Exactions do not include Development Project Mitigation Fees.

***“Existing Development Regulations”*** means the ordinances, rules, regulations and official policies of the City that are in effect as of the Effective Date of the Agreement which regulate the use of real property, including, but not limited to, its development, its subdivision, and the design, density, use, occupancy, improvement and construction of structures thereon, and which establish Development Fees, dedications, or Exactions that may be imposed as a condition of obtaining any City approval necessary for a use of real property. Existing Development Regulations, include, but are not limited to, City’s Charter, each element of the City’s General Plan, every portion of the City’s Municipal Code regulating use(s) of real property (including all zoning codes, development codes, subdivisions codes, and CEQA implementation codes), and the provisions of any Specific Plan applicable to the Site, except as specifically modified herein. Subject to the provisions of § 11(a), below, existing Development Regulations shall mean and include only those Developer Fees in effect as of the Effective Date of this Agreement and shown on Exhibit “E” attached hereto.

***“Governmental Requirements”*** means all laws, ordinances, statutes, codes, rules, regulations, orders, and decrees of the United States, the state, the County, the City, or any other political subdivision in which the Housing Project is located, and of any other political subdivision, agency, or instrumentality exercising jurisdiction over the Developer or the Housing Project.

***“Housing Project”*** means the multifamily apartment complex to be developed and operated by the Developer as provided herein.

***“Housing Project Accounting Year”*** means and refers to the tax year accounting period designated by the Developer in its Tax Credit Limited Partnership Agreement.

***“Housing Units”*** means the individual apartment units within the Housing Project to be developed and operated by the Developer.

***“Legal Description”*** means the description of the Property which is attached hereto as Attachment No. 1 and incorporated herein.

***“Lower Income Household”*** shall mean a household earning not greater than that percentage of Orange County area median income, adjusted for household size, which is set forth by regulation of the California Department of Housing and Community Development, pursuant to Health and Safety Code Section 50079.5.

***“Low-or-Moderate Income Household”*** shall mean a household earning not greater than that percentage of Orange County area median income, adjusted for household size, which is set forth by regulation of the California Department of Housing and Community Development, pursuant to Health and Safety Code Section 50093.

***“Notice”*** shall mean a notice in the form prescribed by Section 702 hereof.

***“Public Improvements”*** shall mean those public improvements, including but not limited to streets, street lights, traffic signals, curbs, gutters, sidewalks, parkway landscaping, irrigation systems, storm drains, sewers, and other public facilities related to the Housing Project and required to be constructed and installed in the existing public rights-of-way and/or on areas of the Property to be dedicated to the City by the Developer as part of the development of the Housing Project. The Public Improvements, if any, that may be required for the Housing Project shall be identified and required pursuant to the City’s permitting process through the issuance of an Encroachment Permit.

***“Residual Receipts”*** mean and refer to the portion of the annual cash income of the Housing Project as more particularly described in the Development Project Mitigation Fee Loan Note.

***“Schedule of Performance”*** means that certain Schedule of Performance attached hereto as Attachment No. 3 and incorporated herein, which sets forth the estimated times for the Developer’s performance of various tasks related to the Housing Project

***“Scope of Development”*** means that certain Scope of Development attached hereto as Attachment No. 4 and incorporated herein, which describes the scope, amount, and quality of the development of the Housing Project by the Developer pursuant to the terms and conditions of this Agreement.

***“Site”*** means ***“Property”*** as described in Attachment Nos. 1 and 2.

***“Site Map”*** means the map of the Site which is attached hereto as Attachment No. 2 and incorporated herein.

***“State TCAC”*** means and refers to the State of California Tax Credit Allocation Committee.

***“Tax Credit Limited Partnership Agreement”*** means and refers to the limited partnership agreement by and between the Developer or an affiliated entity and its tax credit investor limited partners.

***“Term of Agreement.”*** The term of the Agreement shall commence on the Effective Date and shall and shall continue for a period not exceeding ten (10) years, so long as Developer remains in material compliance with this Agreement, as from time to time amended.

***“Very Low Income Household”*** shall mean a household earning not greater than the applicable percentage of Orange County area median income, adjusted for household size, as set forth by regulation of the California Department of Housing and Community Development, pursuant to Health and Safety Code Section 50105.

**“Veteran”** means a person who served in the active military, naval, or air service, and who was discharged or released therefrom under conditions other than dishonorable, pursuant to 38 U.S.C. Section 101, and regulations of the United States Department of Veteran Affairs.

## **200. EXISTING DEVELOPMENT REGULATIONS**

**Effect of Existing Development Regulations on Development of Housing Project.** Except as expressly provided in this Agreement, all substantive and procedural requirements and provisions contained in City’s ordinances, specific plans, rules and regulations, including, but not limited to, the Zoning Ordinance and building codes, in effect as of the Effective Date of this Agreement, shall apply to the construction and development of the Housing Project and, subject only to the terms of this Agreement, Developer shall have a currently effective vested right to develop the Site in accordance with the Existing Development Regulations. City may apply any and all new ordinances, rules, regulations, plans and specifications to the development of the Site after the Effective Date provided such new rules and regulations do not conflict with the terms of this Agreement as of the Effective Date. Nothing herein shall prevent the application of health and safety regulations (*i.e.*, fire, building, seismic, plumbing, mechanical and electric codes) that become applicable to the City as a whole.

## **300. DEVELOPMENT OF THE HOUSING PROJECT**

**301. Development of the Housing Project.** The Developer agrees to construct and develop the Housing Project substantially in accordance with the Scope of Development which is attached hereto as Attachment No. 4 and incorporated herein, all Existing Development Regulations, and the Development Plans which are approved by the City pursuant to Section 302 hereof. The Housing Project shall generally consist of a multifamily apartment complex with approximately forty-nine (49) apartment units, and associated parking, landscaping and common areas. All funds necessary to complete the acquisition and development of the Housing Project shall be obtained by the Developer.

### **302. Development Project Applications and Approvals.**

The Developer shall submit to the City all applications required by the City under the City Municipal Code for the construction of the Housing Project on the Site (the “Development Project Applications”). The City shall have all rights to review and approve or disapprove all Development Project Applications and Development Plans and other required submittals in accordance with the City Municipal Code, and nothing set forth in this Agreement shall be construed as the City’s approval of any such Development Project Application or Development Plan. Notwithstanding anything stated in this Agreement to the contrary, Developer understands that the execution of this Agreement is not a guarantee by the City that the proposed use will be allowed on the subject parcel. Developer shall not be entitled to occupy the Property, and shall not be entitled to utilize the Property for the proposed use, unless and until Developer first obtains any and all required Development Project Approvals and land use entitlements for the Housing Project on the Property, including but not limited to Developer’s compliance with any requirements of the California Environmental Quality Act (“CEQA”). The City is not obligated to grant any such approvals, and the process of reviewing and granting of such approvals with respect to the Housing Project on the Property will be subject to the standard independent review process and procedures established by the City from time to time. Moreover, nothing herein shall be construed as a waiver of the City’s right to defend, to the fullest extent of the law, its use of its discretionary authority and executive powers.

**303. Construction Contractor Insurance.** Developer shall cause its contractors for construction work to name the City as additional insureds on all policies of insurance required by Developer on the Housing Project.

304. **Timing of Development of the Housing Project.** The Developer hereby covenants and agrees to commence and complete the development of the Housing Project within the time set forth in the Schedule of Performance, which is attached hereto as Attachment No. 3 and incorporated herein (subject to force majeure pursuant to Section 603 hereof), or such other dates as permitted by the Development Permits.

305. **City and Other Governmental Permits.** Before commencement of the development of the Housing Project, the Developer shall secure or cause its contractor to secure any and all permits and land use entitlements which may be required by the City or any other governmental agency affected by such construction, including without limitation building permits (collectively, the "Development Permits"). The Developer shall pay all necessary fees and timely submit to the City final drawings with final corrections to obtain the Development Permits, and the staff of the City will, without obligation to incur liability or expense therefor, use its best efforts to expedite the issuance of building permits and certificates of occupancy for construction that meets the requirements of the City Code, and all other applicable laws and regulations.

306. **Insurance of the Developer.**

(a) In order to protect the City, its governing board, commissions, agents, officers, employees and authorized representatives against all claims and liability for death, injury, loss and damage as a result of Developer's actions in connection with the design, construction, operation and financing of the Housing Project, the Developer shall secure and maintain insurance as described in this Section 306. Such insurance shall be in full force and effect as of the Effective Date, and thereafter the Developer shall continuously maintain such insurance for the Term of this Agreement. Developer shall pay any deductibles under all required insurance policies.

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

Developer shall require each contractor and sub-contractor engaged to perform any work on the Housing Project to provide workers' compensation for all of such contractors' or sub-contractors' employees, unless the contractors' or sub-contractors' employees are covered by worker's compensation insurance afforded by the Developer. If any class of employees engaged in work or services performed in connection with the Project is not covered by Labor Code Section 3700, the Developer shall provide and/or require each contractor or sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.

(b) The Developer shall maintain in full force and effect, at all times during the term of the Agreement, the following insurance:

(i) Commercial General Liability Insurance coverage, including, but not limited to, premises-operations, products-completed operations hazards, personal injury (including bodily injury and death), and property damage for liability arising out of the construction of the Project and/or Developer's operation of the Site pending commencement of construction of the Project. Said insurance coverage shall have minimum limits for bodily injury and property damage liability of TWO MILLION DOLLARS (\$2,000,000) each occurrence and FIVE MILLION DOLLARS (\$5,000,000) aggregate.

(ii) Automobile liability insurance against claims of personal injury (including bodily injury and death) and property damage covering all owned, leased, hired and non-owned vehicles used by Developer with minimum limits for bodily injury and property damage of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. Such insurance shall be provided by a business or commercial vehicle policy.

(iii) If the Developer hires one or more consultants to provide design services, such as architectural or engineering services in connection with the Project, the Developer shall require such consultant to provide professional liability (errors and omissions) insurance, for liability arising out of, or in connection with, the performance of such design services, with limits of not less than ONE MILLION DOLLARS (\$1,000,000).

(iv) During the course of construction, builder's risk insurance to be written on an all-risk completed value form, in an aggregate amount equal to 100% of the completed insurable value of the building(s).

(c) During the course of construction of the Project, Developer shall require that all contractors performing work on the Housing Project to maintain the following insurance coverages at all times during the performance of said work:

(i) Commercial general liability Insurance with limits of not less than TWO MILLION DOLLARS (\$2,000,000) per occurrence and FIVE MILLION DOLLARS (\$5,000,000) aggregate to protect the Developer during the construction phase from claims involving bodily injury and/or death and damage to the property of others. Said insurance shall include an endorsement to include owners' and contractors' protective coverage.

(ii) Automobile liability insurance against claims of personal injury (including bodily injury and death) and property damage covering all owned, leased, hired and non-owned vehicles used in the performance of a contractor's obligations to the Developer with minimum limits for bodily injury and property damage of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. Such insurance shall be provided by a business or commercial vehicle policy.

(d) The commercial general liability insurance required in Section 306(c) and (d), above shall include an endorsement naming the City and its officials, officers, agents, and employees as additional insureds for liability arising out of the Agreement and any operation related thereto.

(e) If any of the insurance coverages required under Section 306(d) of the Agreement is written on a claims-made basis, such insurance policy shall provide an extended reporting period continuing through the fifth (5<sup>th</sup>) anniversary following the date of acceptance of the improvements by Developer.

(f) As of the Effective Date, evidence of insurance in compliance with the requirements of Section 306(b) shall be furnished to the City by the Developer, as evidenced by endorsements to such policies or contracts of insurance issued by the insurer in favor of the City and/or by one or more "certificate of insurance" issued by the authorized agents or attorneys-in-fact of such insurers in a form acceptable to the City Counsel. Receipt of evidence of insurance that does not comply with the above requirements shall not constitute a waiver of the insurance requirements set forth above.

(g) The insurance coverages required to be maintained and/or provided by the Developer under this Agreement shall be maintained until the completion of all of Developer's obligations under the Agreement, and shall not be reduced, modified, or canceled. The

Developer shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

(h) All insurance shall be issued by a company or companies listed in the current "Best's Insurance Guide" publication with a minimum of a "A(vii)" rating and be a California admitted insurance company.

(i) All insurance afforded by the Developer pursuant to the Agreement shall be primary to and not contributing to any other insurance maintained by the City. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Developer for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the City from taking such other actions as are available to it under any other provision of the Agreement or otherwise in law. Failure by the Developer to maintain all such insurance in effect at all times required by the Agreement shall be an event of default by Developer. The City, at its sole option, may exercise any remedy available to it in connection with such an event of default. Alternatively, the City may purchase such required insurance coverage, and the City shall invoice any sums due from Developer any premiums and associated costs advanced or paid by the City for such insurance. Any failure by the City to take this alternative action shall not relieve the Developer of its obligation to obtain and maintain the insurance coverages required by the Agreement.

**307. Indemnity and Defense.** Developer shall, at its expense, defend, indemnify, and hold harmless the City and its officers, agents, employees and representatives harmless from any and all losses, liabilities, claims, lawsuits, causes of action, judgments, settlements, court costs, attorneys' fees, and other legal expenses, and other damages of whatsoever nature arising out of or in connection with, or relating in any manner to any act or omission of Developer or its agents, employees, contractors and subcontractors of any tier and employees thereof in connection with or arising from Developer's performance or nonperformance of its obligations under this Agreement, Developer's ownership or operation of the Housing Project, or the development of the Housing Project, except and to the extent of for any such loss, liability, claim, lawsuit or other damage arising from the negligence or willful misconduct of the City or its officers, agents, employees or representatives.

Developer shall defend, indemnify, and hold harmless the City from and against any and all claims, damages, demands, suits and/or proceedings of any kind brought by anyone challenging the validity and/or legality of this Agreement, or the process followed. Developer shall further defend, indemnify, and hold harmless the City from and against any and all claims, damages, demands, suits and/or proceedings of any kind brought by anyone challenging the validity and/or legality of the Developer's future development of the Property, including any and all challenges to any permits and/or approvals that may or may not be granted by the City for the development of the Property.

**308. Entry by the City.**

(a) Developer shall permit the City, through its officers, agents or employees, at all reasonable times (but subject to tenants' rights of possession) to enter onto the Housing Project and inspect the work of development of the Housing Project to determine that the same is in conformity with the Development Plans and all the requirements hereof. Developer acknowledges that the City is under no obligation to supervise, inspect, or inform Developer of the progress of construction, and Developer shall not rely upon the City therefor. Any inspection by the City is entirely for its purposes in determining whether Developer is in compliance with this Agreement and is not for the purpose of determining or informing Developer of the quality or suitability of construction. Developer shall rely entirely upon its own supervision and

inspection in determining the quality and suitability of the materials and work, and the performance of architects, subcontractors, and material suppliers. City's rights hereunder are subject to the rights of tenants in possession.

(b) During the course of such inspections, the City and the Developer may agree on changes to the Development Plans which are consistent with the approvals granted under the Development Permits, and the Developer shall be entitled to implement any such agreed-upon changes to the Development Plans.

**309. Compliance With Laws.** The Developer shall carry out the design, development and operation of the Housing Project in conformity with all applicable laws, including all applicable state labor standards, City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the City Municipal Code, and all applicable disabled and handicapped access requirements, including without limitation the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, and the Unruh Civil Rights Act, Civil Code Section 51, *et seq.* The Developer shall pay prior to delinquency all ad valorem real estate taxes and assessments on the Housing Project, subject to the Developer's right to contest in good faith any such taxes, and to the Developer's rights to request exemption under California Revenue and Taxation Code Section 214. The Developer may apply for and receive any exemption from the payment of property taxes or assessments on any interest in or to the Housing Project without the prior approval of the City.

**310. Prevailing Wages.** The Developer shall carry out the construction of the Housing Project and the development of the Site in conformity with all applicable federal and state labor laws, including all regulations and statutory requirements pertaining thereto. Developer shall be solely responsible for determining the necessity of complying with such laws and, to the extent applicable, effectuating compliance with such laws, and the City makes no representation as to the applicability or non-applicability of any of such laws to the construction of the Housing Project or any part thereof. Developer hereby expressly acknowledges and agrees that the City has not previously affirmatively represented to the Developer or its contractor(s) for the construction or development of the Housing Project, in writing or otherwise, in a call for bids or otherwise, that the work to be covered by this Agreement is not a "public work," as defined in Section 1720 of the Labor Code.

Developer shall indemnify, protect, defend and hold harmless the City and its officers, employees, contractors and agents, with counsel reasonably acceptable to the City, from and against any and all loss, liability, damage, claim, cost, expense and/or "increased costs" (including reasonable attorney's fees, court and litigation costs, and fees of expert witnesses) which, in connection with the development, construction, and/or operation of the Housing Project, including, without limitation, any and all public works (as defined by applicable law), results or arises in any way from any of the following: (1) the noncompliance by Developer of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, if applicable, the requirement to pay state prevailing wages); (2) the implementation of Section 1781 of the Labor Code, as the same may be amended from time to time, or any other similar law; and/or (3) failure by Developer to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, or any other similar law. It is agreed by the parties that, in connection with the development of the Housing Project, including, without limitation, any and all public works (as defined by applicable law), Developer shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. "Increased costs," as used in this Section 311, shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be amended from time to time. The foregoing

indemnity shall survive termination of this Agreement and shall continue after completion of the development of the Housing Project by the Developer.

310. **Employment Opportunities.** The City has a substantial interest in encouraging employment opportunities within the City, therefore the Developer shall use its reasonable business efforts to hire construction contractors and workers that reside in the City of Placentia.

#### 400. **FINANCING OF THE DEVELOPMENT OF THE HOUSING PROJECT AND DEVELOPMENT FEES.**

401. **Development Fees.** The payment of Development Fees associated with the construction of the Housing Project, including land use approvals, development fees, building permits, development project mitigation fees, etc., shall be limited to those Development Fees shown on Attachment No. 6 attached hereto. Notwithstanding the foregoing, Developer understands and agrees that changes in state or federal laws that specifically mandate and require the imposition of new or increased fees pursuant to the terms and conditions of such changes in state or federal laws, shall be paid by Developer. This Agreement serves as notice to Developer under California Government Code Section 66020(d) that the 90-day period in which the Developer may protest the imposition of the fees set forth in Attachment No. 6 begins on the Effective Date of this Agreement.

402. **Development Project Mitigation Fee Loan and Deferral.** The City hereby agrees to loan to the Developer a principal amount not to exceed the sum of Four Hundred Fifty Thousand Dollars (\$450,000) so that the Developer can meet its Development Project Mitigation Fee obligations. To effectuate the loan, the City shall assess Development Project Mitigation Fees in an amount set forth in Attachment No. 6 on the Housing Project; and thereafter the City shall collect said fees pursuant to the Development Project Mitigation Fee Loan Note.

403. **Repayment of the Development Project Mitigation Fee Loan Note.** The obligation of the Developer to repay the Development Project Mitigation Fee Loan shall be evidenced by the Development Project Mitigated Fee Loan Note as set forth substantially in the form of Attachment No. 7. The Development Project Mitigated Fee Loan Note shall be for a term of fifty-five (55) years from the date of the issuance of a certificate of occupancy for the Housing Project and shall bear two-percent (2%) simple interest. The Development Project Mitigation Fee Loan Promissory Note shall be payable from fifty percent (50%) of the Residual Receipts of the Housing Project (to be shared pro-rata with other Housing Project lenders whose loans are payable from Residual Receipts), until the Development Project Mitigation Fee Loan Note has been paid in full. The Development Project Mitigation Fee Loan Note shall be non-recourse to the Developer.

404. **Security for Development Project Mitigation Fee Loan.** The Development Project Mitigation Fee Loan Note shall be secured by the Development Project Mitigation Fee Loan Deed of Trust substantially in the form of Attachment No. 8.

405. **Subordination.** The Development Project Mitigation Fee Loan Deed of Trust shall be made subordinate to the deed of trust for the acquisition, construction and permanent financing for the Housing Project, and to other private financing obtained by the Developer for the Housing Project, and shall be on parity with the deeds of trust securing other financing for the Housing Project which is payable from Residual Receipts and payable pro rata from Residual Receipts of the Housing Project.

406. **Assumption.** The Development Project Mitigation Fee Loan Note shall be assumable by successors and assigns of Developer approved or permitted pursuant to Section 705 hereof.

407. **Required Submissions.** Prior to the commencement of construction of the Housing Project, Developer shall submit the following documents to the City as evidence of financing for the Housing Project:

(a) a copy of a legally binding, firm and enforceable loan commitment(s) or approval(s) obtained by the Developer from unrelated financial institutions for the mortgage loan or loans for construction and permanent financing, subject to such lenders' reasonable, customary and normal conditions and terms,

(b) the Tax Credit Limited Partnership Agreement or binding funding commitment letter from the equity investors in the Housing Project which demonstrates that Developer has sufficient funds for such construction, and that such funds have been committed to such construction, and a current financial statement of Developer and Developer's other sources of equity capital, and

(c) other documentation reasonably satisfactory to City as evidence of other sources of capital, all of which together are sufficient to demonstrate that the Developer has adequate funds, together with the proceeds of any other financing to construct and complete the Housing Project.

408. **Holder Performance of Development of the Housing Project.** The holder of any mortgage or deed of trust for construction financing authorized by this Agreement shall not be obligated by the provisions of this Agreement to develop the Housing Project or any portion thereof, or to guarantee such construction or completion; nor shall any covenant or any other provision in this Agreement be construed so to obligate such holder.

409. **Notice of Default to Mortgagee or Deed of Trust Holders; Right to Cure.** Whenever City may deliver any notice or demand to Developer with respect to any breach or default by the Developer hereunder or under any other document executed pursuant to this Agreement, City shall at the same time deliver to each holder of record of any mortgage or deed of trust authorized by this Agreement a copy of such notice or demand. Each such holder shall (insofar as the rights granted by City are concerned) have the right, but not the obligation, at its option, within sixty (60) days after the receipt of the notice, to cure or remedy or commence to cure or remedy and thereafter to pursue with due diligence the cure or remedy of any such default and to add the cost thereof to the mortgage debt and the lien of its mortgage. Nothing contained in this Agreement shall be deemed to permit or authorize any construction lender to undertake or continue the construction or completion of the development of the Housing Project, or any portion thereof (beyond the extent necessary to conserve or protect the improvements or construction already made) without first having expressly assumed Developer's obligations to City by written agreement reasonably satisfactory to City. The construction lender, in that event, must agree to complete, or cause to be completed by a party which is reasonably acceptable to the City, in the manner provided in this Agreement, the improvements to which the lien or title of such holder relates. It is understood that a construction lender or its assignee shall be deemed to have satisfied the sixty (60) day time limit set forth above for commencing to cure or remedy a Developer default which requires title and/or possession of the Housing Project (or portion thereof), if and to the extent any such holder or its assignee has within such sixty (60) day period commenced proceedings to obtain title and/or possession and thereafter the holder diligently pursues such proceedings to completion and cures or remedies the default.

410. **Failure of Holder to Complete Housing Project Development.** In any case where, ninety (90) days after the holder of any construction loan mortgage or deed of trust

creating a lien or encumbrance upon the Housing Project or any part thereof receives a notice from City of a default by Developer in completion of construction of any of the development under this Agreement, and such holder has not exercised the option to perform the development or cause the development to be performed as set forth in Section 409, or if it has exercised the option but has defaulted hereunder and failed to timely cure such default, City may purchase the mortgage or deed of trust by payment to the holder of the amount of the unpaid construction loan mortgage or deed of trust debt, including principal and interest and all other sums secured by the mortgage or deed of trust upon terms agreed upon by the City and the holder.

**410. State TCAC Application for Affordable Rental Tax Credit Allocation to the Project.** The Developer hereby agrees to exercise its best effort to cause State TCAC to consider and approve an application for a reservation of affordable rental tax credits for the Housing Project in accordance with the application as guidelines of State TCAC.

**411. Project Audit and Accounting.**

(a) The Developer shall provide the City with annual financing statements of its operations with respect its ownership and operation of the Housing Project, promptly following the end of each Housing Project Accounting Year, but in any event no later than one hundred twenty (120) days after the conclusion of each Housing Project Accounting Year, beginning the year after the completion of construction of the Housing Project. Upon reasonable notice and advance request by the City, shall make available for inspection at the office of the City all updated financial information of the Developer for the confidential inspection by either a financial consultant to the City or a certified public accountant retained by the City to review such information. Such financial information shall be made available on a confidential basis. No financial information of the Developer shall be disclosed by the City or its consultants to third persons, other than such consultants of the City shall be permitted to comment to the City that the financial condition of the Developer has remained the same, improved or deteriorated from that as shown in previously reviewed by the Developer financial information. The City shall use all reasonable efforts to protect the confidentiality of the Developer's financial information, subject to disclosures required by applicable law.

(b) The City shall have the right at reasonable times to conduct its independent audit of the financial statements, or any component thereof, of the Developer as to those matters set forth in Section 411 above at its sole cost and expense. Each party shall reasonably cooperate with the other party during the conduct of any such audit. Notwithstanding the foregoing, the City shall have no right to inspect particular portions of books and/or records for the Developer which the Developer reasonably asserts a claim of attorney/client communications or other attorney work product.

**412. Certificate of Estoppel.** No later than thirty (30) days after the request of Developer or any holder of a mortgage deed of trust, City shall, from time to time and upon the request of Developer or such holder, execute and deliver to Developer or such holder a written statement of City that no default or breach exists (or would exist with the passage of time, or giving of notice or both) by Developer under this Agreement, if such be the determination of the City, and certifying as to whether or not Developer has at the date of such certification complied with any obligation of Developer hereunder as to which holder may require. The form of any estoppel letter shall be prepared by the holder or Developer and shall be at no cost to City. City Administrator shall have the authority to execute any estoppel letter requested hereunder.

**500. OPERATION OF HOUSING**

**501. Regulatory Restrictions.** The Developer shall comply with the use and occupancy restrictions imposed on the Project by State TCAC and any other project lenders or investors for the Affordability Period.

## 600. DEFAULT AND REMEDIES

601. **Events of Default.** An "Event of Default" shall occur under this Agreement when there shall be a material breach of any condition, covenant, warranty, promise or representation contained in this Agreement and such breach shall continue for a period of thirty (30) days after written notice thereof to the defaulting party without the defaulting party curing such breach, or if such breach cannot reasonably be cured within such thirty (30) day period, commencing the cure of such breach within such thirty (30) day period and thereafter diligently proceeding to cure such breach as soon as reasonably possible, but in no event later than ninety days from the date of the original written notice. However, if a different period or notice requirement is specified for any particular breach under any other paragraph of this Agreement, the specific provision shall control.

602. **Remedies.** The occurrence of any Event of Default shall give the non-defaulting party the right to proceed with any and all remedies set forth in this Agreement and/or the documents executed pursuant to this Agreement, including an action for damages, an action or proceeding at law or in equity to require the defaulting party to perform its obligations and covenants under this Agreement and/or the documents executed pursuant to this Agreement or to enjoin acts or things which may be unlawful or in violation of the provisions of this Agreement and/or the documents executed pursuant to this Agreement, and the right to terminate this Agreement. In addition, the occurrence of any Event of Default by Developer will relieve the City of any obligation to perform hereunder.

### 603. Force Majeure.

(a) In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default, or considered to be a default, where delays or defaults are due to force majeure events beyond the control of such party, including, without limitation, war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, government imposed moratorium legislation, freight embargoes, lack of transportation, weather-caused delays, inability to secure necessary labor, materials or tools, delays of any contractor, subcontractor or supplier, that are not attributable to the fault of the party claiming an extension of time, that suspends the comment of construction of the Housing Project, or, if after such construction is commenced, suspends the prosecution of the work of improvement of the Housing Project. An extension of time for any such force majeure cause shall be for the period of the enforced delay and shall commence to run from the date of occurrence of the delay; provided, however, that the party claiming the existence of the delay first provides the other party with written notice of the occurrence of the delay, within ten (10) days of the commencement of such occurrence of a force majeure event and, thereafter, takes prompt and reasonable action within its control to restore, reconstruct, or rebuild any damage to the Housing Project caused by such force majeure event and resume regular business operation.

(b) The inability of the Developer to obtain the construction loan or later the permanent loan, or the failure of the City to provide any necessary approval relating to the development of the Housing Project or the inability of the Developer to satisfy any other condition of this Agreement relating to the design, financing or development of the Housing Project on the Site, shall not be deemed to be a force majeure event or otherwise provide grounds for the assertion of the existence of a forced delay under this Section 603. The parties each expressly acknowledge and agree that changes in either general economic conditions or changes in the economic assumptions of either of them that provided a basis for entering into this Agreement occurring at any time after the execution of this Agreement, are not force majeure events and do not provide either party with grounds for asserting the existence of a forced delay in the performance of any covenant or undertaking arising under this Agreement. Each party expressly assumes the risk that changes in general economic conditions or changes in their

economic assumptions could impose an inconvenience or hardship on the continued performance by such party under this Agreement and that such inconvenience or hardship is not a force majeure event and does not excuse the performance by such party of its obligations under this Agreement.

**604. Termination by City.** In the event that City is not in Default under this Agreement, and:

(a) Developer is otherwise in default of this Agreement and fails to cure such default within the time set forth in Section 601 hereof; then this Agreement and any rights of Developer or any assignee or transferee with respect to or arising out of this Agreement shall, at the option of City, be terminated by City by written notice thereof to Developer. From the date of the written notice of termination of this Agreement by City to Developer and thereafter this Agreement shall be deemed terminated, and there shall be no further rights or obligations between the parties, except that if the Developer is in default hereunder the City, after delivery of notice and expiration of the cure period provided in Section 601 hereof, may pursue any remedies it has at law or equity.

**605. Termination by the Developer.** In the event that the Developer is not in Default under this Agreement and

(a) Developer has not received all financing necessary for the construction of then Housing Project; and any such failure is not cured within the applicable time period after written demand by the Developer, then this Agreement may, at the option of the Developer, be terminated by Notice thereof to City. From the date of the Notice of termination of this Agreement to City and thereafter, this Agreement shall be deemed terminated and there shall be no further rights or obligations between the parties, except that if the City is in default hereunder the Developer, after delivery of notice and expiration of the cure period provided in Section 601 hereof, may pursue any remedies it has at law or equity.

**606. Attorneys' Fees.** In addition to any other remedies provided hereunder or available pursuant to law, if either party brings an action or proceeding to enforce, protect or establish any right or remedy hereunder or under any of the documents executed pursuant to this Agreement, the prevailing party shall be entitled to recover from the other party its costs of suit, including without limitation expert witness fees, and reasonable attorneys' fees.

**607. Remedies Cumulative.** No right, power, or remedy given to the City by the terms of this Agreement is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given to the City by the terms of any such instrument, or by any statute or otherwise against Developer and any other person.

**608. Waiver of Terms and Conditions.** The City may, in its sole discretion, waive in writing any of the terms and conditions of this Agreement. Waivers of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

## **700. GENERAL PROVISIONS**

**701. Time.** Time is of the essence in this Agreement.

**702. Notices.** Any approval, disapproval, demand, document or other notice ("Notice") which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by reputable business document delivery service such as Federal Express that provides a receipt showing date and time

of delivery, (iii) by email and confirmed within five (5) days following the date of such email by United States First Class Mail, postage prepaid, return receipt requested or (iv) mailing in the United States mail, certified mail, postage prepaid, return receipt requested, with each such Notice addressed to the address of the party as set forth below, or at any other address as that party may later designate by Notice:

Developer:                   Mercy Housing California  
                                  1500 S. Grand Avenue, Suite 100  
                                  Los Angeles, California 90015  
                                  Attention: Ed Holder, Vice President  
                                  Email: eholder@mercyhousing.org

City:                           City of Placentia  
                                  401 East Chapman  
                                  Placentia, California 92870  
                                  Attention: Damien R. Arrula, City Administrator  
                                  Email: darrula@placentia.org

Such addresses may be changed by giving prior written notice to the other party in the same manner as provided above.

703. **Representations and Warranties of Developer.** Developer hereby represents and warrants to the City as follows:

(a) **Organization.** Developer is a nonprofit public benefit corporation validly existing and in good standing under the laws of the State of California and has the power and authority to own its property and carry on its business as now being conducted.

(b) **Authority of Developer.** Developer has full power and authority to execute and deliver this Agreement and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, and to perform and observe the terms and provisions of all of the above.

(c) **No Conflict.** The Developer's execution, delivery and performance of its obligations set forth in this Agreement will not constitute a default or a breach under any contract, agreement or order to which the Developer is a party or by which it is bound.

(d) **Pending Proceedings.** Developer is not in default under any law or regulation or under any order of any court, board, commission or agency whatsoever, and there are no claims, actions, suits or proceedings pending or, to the Actual Knowledge of Developer, threatened against or affecting Developer or the Housing Project, at law or in equity, before or by any court, board, commission or agency whatsoever which might, if determined adversely to Developer, materially affect Developer's ability to perform its obligations hereunder.

704. **City Representations.** The City represents and warrants to the Developer as follows:

(a) **City.** The City is a public body, corporate and politic, which has been authorized to transact business pursuant to action of the City. The execution, performance and delivery of this Agreement by the City has been fully authorized by all requisite actions on the part of the City.

(b) **FIRPTA.** The City is not a "foreign person" within the parameters of FIRPTA or any similar state statute, or is exempt from the provisions of FIRPTA or any similar

state statute, or the City has complied and will comply with all the requirements under FIRPTA or any similar state statute.

(c) **No Conflict.** The City's execution, delivery and performance of its obligations set forth in this Agreement will not constitute a default or a breach under any contract, agreement or order to which the City is a party or by which it is bound.

(d) **No Litigation.** To the City's Actual Knowledge, there is no threatened or pending litigation against the City challenging the validity of this Agreement or any of the actions proposed to be undertaken by the City or Developer pursuant to this Agreement. "Actual knowledge," as used herein, shall not impose a duty of investigation, and shall be limited to the actual knowledge of the City's employees and agents who have participated in the preparation of this Agreement.

**705. Limitation Upon Change in Ownership, Management and Control of the Developer**

(a) **Prohibition.** The identity and qualifications of Developer as an experienced and successful redeveloper and operator of rental housing developments are of particular concern to the City. It is because of this identity and these qualifications that the City has entered into this Agreement with the Developer. No voluntary or involuntary successor in interest of the Developer shall acquire any rights or powers under this Agreement by assignment or otherwise, nor shall Developer make any total or partial sale, transfer, conveyance, encumbrance to secure financing, assignment or lease of the whole or any part of the Housing Project without the prior written approval of the City pursuant to Subparagraph (c) hereof, except as expressly set forth herein, which approval shall not be unreasonably withheld.

(b) **Permitted Transfers.** Notwithstanding any other provision of this Agreement to the contrary and provided that the Developer is not then in material default, City approval of an assignment or transfer of this Agreement, the City Financing Documents, or any part thereof pursuant to subparagraph (c) of this Section 705, shall not be required (except to the extent of an assumption agreement described in (iii), below) in connection with any of the following (the "Permitted Transfers"):

- (i) The lease of Housing Units to qualified tenants.
- (ii) Assignment for financing purposes.
- (iii) Transfer of this Agreement and/or the Housing Project to an entity in which Developer owns not less than fifty percent (50%) of the beneficial interest in the Housing Project, and is under the management and control of the Developer, and the transferee entity executes an agreement reasonably acceptable to the City assuming all of the obligations under this Agreement.
- (iv) Transfer of this Agreement and the Housing Project to a limited partnership in which Mercy Housing California or an affiliated entity is a general partner, with tax credit investors owning the remainder of the limited partnership.
- (v) Transfer of partnership interests in the Developer's limited partnership to the nonprofit general partner at the end of the fifteen-year Low Income Housing Tax Credits initial compliance period.

In the event of a Permitted Transfer by Developer, Developer nevertheless agrees that at least thirty (30) days prior to such a Permitted Transfer it shall give written notice to City of such assignment or transfer.

(c) **City Consideration of Requested Transfer.** The City agrees that it will not unreasonably withhold approval of a request made pursuant to this Section 705, provided (a) the Developer is not then in material default and delivers written notice to the City requesting such approval, and (b) the proposed assignee or transferee possesses comparable operational experience and capability, and comparable net worth and resources, as the proposed transferor or assignor, and (c) the assignee or transferee assumes the obligations of the Developer under this Agreement in a form which is reasonably acceptable to the City. Such notice shall be accompanied by evidence regarding the proposed assignee's or purchaser's qualifications and experience and its financial commitments and resources sufficient to enable the City to evaluate the proposed assignee or purchaser pursuant to the criteria set forth in this Section 705(c) and other criteria as reasonably determined by the City. The City shall approve or disapprove the request within thirty (30) days of its receipt of the Developer's notice and all information and materials required herein.

(d) **Successors and Assigns.** This Agreement shall run with the land, and all of the terms, covenants and conditions of this Agreement shall be binding upon the Developer and the permitted successors and assigns of the Developer. Whenever the term "Developer" is used in this Agreement, such term shall include any other permitted successors and assigns as herein provided.

706. **Non-Liability of Officials and Employees of City.** No member, official or employee of City or the City shall be personally liable to Developer or any successor in interest, in the event of any Default or breach by City or for any amount which may become due to Developer or its successors, or on any obligations under the terms of this Agreement.

707. **Relationship By and Between City and Developer.** It is hereby acknowledged that the relationship between City and Developer is not that of a partnership or joint venture and that City and Developer shall not be deemed or construed for any purpose to be the agent of the other. Accordingly, except as expressly provided herein or in the Attachments hereto, City shall have no rights, powers, duties or obligations with respect to the development, operation, maintenance or management of the Housing Project.

708. **City Approvals and Actions.** The City shall implement this Agreement through the City Administrator (or his duly authorized representative). The City Administrator shall have the authority make approvals, issue interpretations, waive provisions, make and execute further agreements and/or enter into amendments of this Agreement on behalf of the City so long as such actions do not materially or substantially change the uses or development permitted on the Site, or materially or substantially add to the costs incurred or to be incurred by the City as specified herein, and such interpretations, waivers and/or amendments may include extensions of time to perform as specified in the Schedule of Performance. All other material and/or substantive interpretations, waivers, or amendments shall require the consideration, action and written consent of the City Council. Developer acknowledges and agrees that the City is not obligated to grant any or all of such approvals and the granting of any such approvals with respect to the Housing Project is subject to the approval process and procedures established by the City, but that the City is merely agreeing to promptly and expeditiously process for approval entitlements and permits. Moreover, nothing herein shall be construed as a waiver of the City's right to defend, to the fullest extent of the law, its use of discretionary authority and executive powers.

709. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original.

710. **Integration.** This Agreement contains the entire understanding between the parties relating to the transaction contemplated by this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written are merged in this

Agreement and shall be of no further force or effect. Each party is entering this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material. This Agreement includes Attachment Nos. 1 through 9, which together with the Agreement constitute the entire understanding and agreement of the parties, notwithstanding any previous negotiations or agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof.

711. **Titles and Captions.** Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or of any of its terms. Reference to section numbers are to sections in this Agreement, unless expressly stated otherwise.

712. **Interpretation.** As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The word "including" shall be construed as if followed by the words "without limitation." This Agreement shall be interpreted as though prepared jointly by both parties.

713. **No Waiver.** A waiver by either party of a breach of any of the covenants, conditions or agreements under this Agreement to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

714. **Modifications.** Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party.

715. **Severability.** If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

716. **Computation of Time.** The time in which any act is to be done under this Agreement is computed by excluding the first day and including the last day, unless the last day is a holiday or Saturday or Sunday, and then that day is also excluded. The term "holiday" shall mean all holidays as specified in Section 6700 and 6701 of the California Government Code. If any act is to be done by a particular time during a day, that time shall be Pacific Time Zone time.

717. **Legal Advice.** Each party represents and warrants to the other the following: they have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other party, or their respective agents, employees or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

718. **Time of Essence.** Time is expressly made of the essence with respect to the performance by City and Developer of each and every obligation and condition of this Agreement.

719. **Cooperation.** Each party agrees to cooperate with the other in this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

720. **Conflicts of Interest.** No member, official or employee of City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

721. **Covenants Running with the Land.** Except as otherwise more specifically provided in this Agreement, this Agreement and all of its provisions, rights, powers, standards, terms, covenants and obligations, shall be binding upon the Parties and their respective successors (by merger, consolidation, or otherwise) and assigns, and all other persons or entities acquiring the Property, or any interest therein or portion thereof, and shall inure to the benefit of the Parties and their respective successors and assigns, as provided in Government Code Section 65868.5.

722. **Recordation of Agreement.** Pursuant to California Government Code Section 65868.5, no later than ten (10) days after the Effective Date of this Agreement, the City Clerk shall record an executed copy of this Agreement in the Official Records of the County of Orange. Thereafter, if this Agreement is terminated, modified or amended, the City Clerk shall record notice of such action in the Official Records of the County of Orange.

723. **California Law; Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of California, without reference to choice of law provisions. The exclusive venue for any disputes or legal actions shall be the Superior Court of California in and for the County of Orange, except for actions that include claims in which the Federal District Court for the Northern District of the State of California has original jurisdiction, in which case the Central District of the State of California shall be the proper venue.

724. **No Third Party Beneficiaries.** City and Developer hereby renounce the existence of any third party beneficiary to this Agreement and agree that nothing contained herein shall be construed as giving any other person or entity third party beneficiary status.

725. **Signatures.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Developer and City and that all necessary board of directors', shareholders', partners', city councils' or other approvals have been obtained.

726. **Further Actions and Instruments.** Each Party to this Agreement shall cooperate with and provide reasonable assistance to the other Party and take all actions necessary to ensure that the Parties receive the benefits of this Agreement, subject to satisfaction of the conditions of this Development Agreement. Upon the request of any Party, the other Party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement.

727. **List of Attachments.** The following is an identification of the various attachments to this Agreement. Each attachment is hereby incorporated into the text of this Agreement by this reference:

- Attachment No. 1      Legal Description of the Site
- Attachment No. 2      Site Map
- Attachment No. 3      OMITTED
- Attachment No. 4      Schedule of Performance
- Attachment No. 5      Scope of Development
- Attachment No. 6      Development Fees
- Attachment No. 7      Development Project Mitigation Fee Loan Note
- Attachment No. 8      Development Project Mitigation Fee Loan Deed of Trust

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as evidenced by the signatures of the authorized members or officers of each of them which appear below.

**DEVELOPER**

**MERCY HOUSING CALIFORNIA**, a California nonprofit public benefit corporation

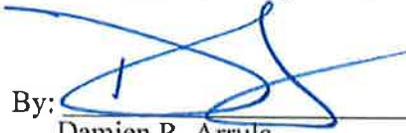
Date: June 19, 2017

By:   
 Ed Holder  
 Vice President

**CITY**

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

Date: 06/26/17

By:   
 Damien R. Arrula  
 City Administrator

APPROVED AS TO FORM:

EFFECTIVE DATE IS:

By:   
 Christian L. Bettenhausen  
 City Attorney

Date: 6/26/17

## ATTACHMENT NO. 1

### LEGAL DESCRIPTION OF THE SITE

All that certain real property situated in the County of Orange, State of California, described as follows:

#### Parcel A:

A portion of Lot 4, in Block 35 of "Yorba Linda Tract", in the City of Placentia, County of Orange, State of California, as shown on a Map recorded in Book 5, Pages 17 and 18 of Miscellaneous Maps, records of Orange County, California more particularly described as follows:

Beginning at a point in the West line of said Lot 4, which said Lot is distant Northerly, measured along said West line, 248.77 feet from the Southwest corner of said Lot 4, and running;

Thence from said Point of Beginning, Easterly parallel with the South line of said Lot 4, 123.81 feet to a point;

Thence Northerly parallel with the East line of said Lot 4, 283.90 feet to a point in the Northerly line of said 4;

Thence Westerly along said Northerly line 122.94 feet to the Northeast corner of said Lot 4;

Thence Southerly along the West line of Lot 4, 300.79 feet to the point of beginning.

EXCEPTING THEREFROM that portion described in Deed to the Orange County Flood Control recorded December 17, 1962 recorded in Book 6361, Page 450 of Official Records of said Orange County.

Except therefrom that portion of said land as condemned by the Orange County Transportation Authority, a public agency as set forth and described in that certain document recorded May 19, 2014 as Instrument No. 2014000193187 of Official Records.

#### Parcel B1:

A strip of Land 65.00 feet wide in Lot 3, Block 36 of the Yorba Linda Tract, in the City of Yorba Linda, County of Orange, State of California, per Map recorded in Book 5, Pages 17 and 18 of miscellaneous Maps in the Office of the County recorder of said County, said strip lying 28.00 feet Northerly and 37.00 feet Southerly of the following described line:

Beginning at a point on the centerline of fee Ana Street distant South  $0^{\circ}23'34''$  East, 323.72 feet from the intersection of said centerline with the centerline of Orangethorpe Avenue;

Thence North  $89^{\circ}37'35''$  East, 61.00 feet to the beginning of a tangent curve, concave Southerly and having a radius of 500.00 feet;

Thence Easterly 132.18 feet along said curve through a central angle of  $15^{\circ}08'48''$ ;

Thence tangent to said curve South  $75^{\circ}13'37''$  East, 912.31 feet to the beginning of a tangent curve, concave Northerly and having a radius of 1000.00 feet;

Thence Easterly 126.29 feet along said curve through a central angle of  $7^{\circ}14'09''$ ;

Thence tangent to said curve South  $82^{\circ}27'46''$  East, 312.63 feet to a point on the centerline of Taylor Street distant South  $0^{\circ}48'16''$  East, 413.51 feet from the intersection of said centerline with the centerline of said Orangethorpe Avenue as said centerline is located Easterly of said centerline of Taylor Street.

Except that portion thereof as described in the deed to Elmer de Los Reyes et. Ux., recorded September 12, 1950 in Book 2070, Page 205 of Official Records in the Office of said County recorder.

Excepting therefrom all minerals, gas, oil, petroleum, naphtha and other hydrocarbon substances below the depth of 500 feet from the surface of the above-described property, subject to the express limitation that the foregoing reservation shall in no way be interpreted to include any right of entry in and upon the surface of the above-described property, or the first 500 feet of the subsurface thereof, as set forth in grant deed recorded May 23, 1963 in Book 6559, Page 709 of Official Records.

Parcel B2:

That portion of Lot 3, Block 36 of the Yorba Linda Tract, in the County of orange, State of California, per Map recorded in Book 5, Pages 17 and 18 of miscellaneous Maps in the Office of the County recorder of said County, that lies Northerly of a line which is Northerly 28.00 feet from and parallel and concentric with the following described line:

Beginning at a point on the centerline of Fee Ana Street distant South  $0^{\circ}23'34''$  East, 323.72 feet from the intersection of said centerline with the centerline of Orangethorpe Avenue;

Thence North  $89^{\circ}37'35''$  East 61.00 feet to the beginning of a tangent curve, concave Southerly and having a radius of 500.00 feet;

Thence Easterly 132.18 feet along said curve through a central angle of  $15^{\circ}08'48''$ ;

Thence tangent to said curve South  $75^{\circ}13'37''$  East, 912.31 feet to the beginning of a tangent curve, concave Northerly and having a radius of 1000.00 feet;

Thence Easterly 126.29 feet along said curve through a central angle of  $7^{\circ}14'09''$ ;

Thence tangent to said curve South  $82^{\circ}27'46''$  East, 312.63 feet to a point on the centerline of Taylor Street distant South  $0^{\circ}48'16''$  East, 413.51 feet from the intersection of said centerline with the centerline of said Orangethorpe Avenue as said centerline is located Easterly of said centerline of Taylor Street.

Except that portion thereof as described in the deed to Elmer de los Reyes Et. Ut., recorded September 12, 1950 in Book 2070, Page 205 of official records in the Office of said County recorder.

Excepting therefrom all minerals, gas, oil, petroleum, naphtha and other hydrocarbon substances below the depth of 500 feet from the surface of the above-described property, subject to the express limitation that the foregoing reservation shall in no way be interpreted to include any right of entry in and upon the surface of the above-described property, or the first 500 feet of the subsurface thereof, as set forth in grant deed recorded May 23, 1963 in Book 6559, Page 709 of official records.



**ATTACHMENT NO. 4**  
**SCHEDULE OF PERFORMANCE**

Site Control – Execute Ground Lease Option with Orange County	Completed
Submit Financing Application – Orange County e. CEQA Initial Study	Completed Completed
City Approval – Mitigated Negative Declaration	Completed
City Approval – General Plan Amendment & Zone Change	January 2016
Submit Financing Application – CA HCD VHHP	Spring 2017
Obtain Financing Award – Orange County Capital Funds	March 2017
Obtain Financing Award – Orange County Sec. 8 VASH	March 2017
Obtain Financing Award – CA HCD VHHP	June 2017
Submit Tax Credit Application – 2017 Program Year Round 2	July 2017
Tax Credit Award	September 2017
Construction Start Date	March 2018
<p>If anticipated award dates for the required land use, loan programs, or tax credit awards are not achieved then extensions will be necessary. Alternative future tax credit application cycles may include the following:</p>	
Submit Tax Credit Application – 2018 Program Year Round 1	March 2018
Tax Credit Award	June 2018
Construction Start Date	December 2018
Submit Tax Credit Application – 2018 Program Year Round 2	July 2018
Tax Credit Award	September 2018
Construction Start Date	March 2019
Orange County Ground Lease Option Expires	April 2019
Construction Completion	Within 18 Months After Construction Start
Achieve Full Occupancy	Within 6 Months After Construction Completion
Fund Permanent Loans	Within 6 Months After Full Occupancy

**ATTACHMENT NO. 5**  
**SCOPE OF DEVELOPMENT**

The Housing Project is a mixed population affordable housing development that will consist of approximately forty-nine (49) apartments that will serve Homeless Veterans and low-income Veteran households and one (1) manager's apartment, along with associated parking, offices, outdoor space, and common area necessary to serve the resident population. Twenty-four (24) Housing units will be subject to the rental affordability restrictions of the City under the City Regulatory Agreement.

The Housing Project is located on two separate parcels situated at the western terminus of Orangeview Avenue. It is designed to best utilize the long narrow parcel by orienting the building to the south and situating surface parking to the north as a buffer from the adjacent railroad right of way. Distinct massing, a mixture of textures and colors, and drought tolerant native landscaping create a unique identity, pleasing rhythm and welcoming exterior. Sustainability and safety are achieved through thoughtful selection of systems and materials.

The Housing Project housing project has a mix of 45 one-bedroom units and 5 two-bedroom units (including one utilized by the on-site management employee.) It includes a leasing office, offices for services staff, centrally-located laundry room, bicycle parking, a large community room, outdoor lounge seating, and a community garden plot. Surface parking for 52 vehicles will be provided. The design consists of one three-story building with an overall height that will not exceed thirty (30) feet.

## ATTACHMENT NO. 6

### “DEVELOPMENT FEES”

The present estimate of Development Fees is described below. The final amounts of such fees may vary and will be based on fee schedules in effect at the time of final Project approvals. It is the City’s intent to establish the amount of the Development Project Mitigation Fee Loan to fully offset the final amount of all Development Fees, not to exceed \$450,000.

*Multi-Family Affordable Rental Housing Program  
OC Community Services  
April 2010*

IMPACT FEES	DESCRIPTION OF FEES	AMOUNT REQUESTED	Do Not Write in this Area
<b>PUBLIC WORKS FEE</b>			
<b>SCHOOL FEES</b>	<b>\$3.36 PER SQ. FT. OF LIVING SPACE</b>	<b>173,981</b>	
<b>PARKS &amp; RECREATION FEES</b>	<b>\$3,682.00 PER UNIT (CITY CONTROLLED FEE, INCLUDED IN WAVIER/DEFERRAL)</b>	<b>184,100</b>	
<b>SEWER &amp; SANITATION FEES</b>	<b>\$2,081.00 PER ACRE \$1793.00 (1 BDRM \$2509 (2 BDRM)</b>	<b>99,015</b>	
<b>WATER FEES</b>			
<b>LAW ENFORCEMENT FACILITIES</b>			
<b>FIRE FACILITIES</b>	<b>\$500 PER UNIT</b>	<b>25,000</b>	
<b>LIBRARY FACILITIES</b>	<b>\$1,118.00 PER UNIT</b>	<b>55,900</b>	
<b>DRAINAGE FEES</b>	<b>\$5,056.00 PER ACRE</b>	<b>14,056</b>	
<b>STREET FEES</b>	<b>\$6,521 PER ACRE (CITY CONTROLLED FEE, INCLUDED IN WAVIER/DEFERRAL)</b>	<b>18,128</b>	
<b>POLICE DEPARTMENT FEES</b>	<b>\$3,425.00 PUBLIC SAFETY MITIGATION FEE BASED ON HQT SCHANER RANCH DA (CITY CONTROLLED FEE, INCLUDED IN WAVIER/DEFERRAL)</b>	<b>3,425</b>	
<b>FIRE DEPARTMENT FEES</b>			
<b>OTHER FEES</b>			
<b>OTHER FEES</b>			
<b>TOTAL FEES*</b>		<b>573,605</b>	
Total City Controlled Fees (wavier/deferral)		305,653	

\*Place this total in Exhibit 4.03 Development Pro forma: Costs

ATTACHMENT NO. 7

PROMISSORY NOTE  
(Development Project Mitigation Fee Loan)

[Not to Exceed}  
\$450,000

\_\_\_\_\_, 201\_

Placentia, California

**FOR VALUE RECEIVED**,          Mercy Housing CalWest (the "Borrower"), promises to pay to the **PLACENTIA HOUSING CITY**, a public body, corporate and politic (the "City"), or order, at the City's office at 401 E. Chapman, Placentia, California 92870, or such other place as the City may designate in writing, the sum [not to exceed] of Four Hundred Fifty Thousand Dollars (\$450,000) (the "Note Amount"), in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

**1. Agreement.** This Promissory Note (the "Note") is given in accordance with that certain Development Agreement executed by the City and Borrower, dated as of \_\_\_\_\_ (the "Agreement"). The rights and obligations of the Borrower and the City under this Note shall be governed by the Agreement and by the additional terms set forth in this Note. In the event of any inconsistencies between the terms of this Note and the terms of the Agreement or any other document related to the Note Amount, the terms of this Note shall prevail.

**2. Interest.** The Note Amount shall bear simple interest at a rate of two percent (2%) per annum.

**3. Repayment of Note Amount.** The Note Amount shall be paid by the Borrower's annual payment to the City of an amount equal to Fifty Percent (50%) of the Residual Receipts (as defined below) from operation of the Housing Project (as defined in the Agreement), as determined by a residual receipts calculation from the operation of the Housing Project the preceding calendar year. Annual Residual Receipts payments shall be made by the Borrower by cashier's check and shall be delivered on or before ninety (90) days after the end of the Developer's fiscal year, of each year during the term of this Note first following the date the Housing Project is placed in service, until the Note Amount and all unpaid interest thereon has been repaid in full. Any remaining portion of the Note Amount shall be due and payable on the fifty-fifth (55<sup>th</sup>) anniversary of the date of this Note. Notwithstanding the foregoing, the full Note Amount may be accelerated as set forth in Section 12 hereof.

As used herein, "Annual Project Revenue" shall mean all gross income and all revenues of any kind from the Housing Project in a calendar year, including without limitation, Housing Project rents, Section 8 housing assistance payments, if any, late charges, vending machine income, and any other revenues of whatever kind or nature from the Housing Project, except that interest on security deposits and required reserves shall not be considered Annual Project Revenue.

As used herein, "Debt Service" means regularly scheduled payments of principal and interest made in a calendar year pursuant to the financing approved pursuant to the Agreement which is obtained for the acquisition and ownership of the Housing Project, which is senior in lien priority to the City Loan, including without limitation general partner loans, but excluding payments made pursuant to this Note.

As used herein, "Deferred Developer Fees" shall mean any deferred developer fee allowable under the financing for the Housing Project.

As used herein, "Operating Expenses" shall mean actual, reasonable and customary (for comparable high quality rental housing developments in Orange County) costs, fees and expenses directly incurred, paid, and attributable to the operation, maintenance and management of the Housing Project in a calendar year, including: painting, cleaning, repairs, alterations, landscaping, utilities, refuse removal, certificates, permits and licenses, sewer charges, real and personal property taxes, assessments, insurance, security, advertising and promotion, janitorial services, cleaning and building supplies, purchase, repair, servicing and installation of appliances, equipment, fixtures and furnishings which are not paid from the Capital Replacement Reserve, fees and expenses of property management, costs of resident services and programs, fees and expenses of accountants, attorneys and other professionals, and other actual, reasonable and customary operating costs and capital costs which are directly incurred and paid by the Borrower, but which are not paid from the Operating Reserve or other reserve accounts. The Operating Expenses shall not in any event include expenses not related to the Housing Project's operations, including without limitation, depreciation, amortization, and accrued principal and interest expense on deferred payment debt.

As used herein, "Reserve Deposits" shall mean and payments to the Capital Replacement Reserve account and the Operating Reserve account.

As used herein, "Residual Receipts" shall mean Annual Project Revenue less the sum of (i) Operating Expenses, (ii) Debt Service, (iii) Reserve Deposits, (iv) Deferred Developer Fees, (v) a partnership management fee to the managing general partner of Developer, and/or a general partner asset management fee payable to one or more of the general partners of the Developer, and/or a limited partner asset management fee payable to one or more of the limited partners of Developer, and an annual audit fee, in such amounts which are reasonably approved by the City, for each calendar year, and/or such other fees as provided in the Tax Credit Limited Partnership Agreement, subject to the City's reasonable approval; provided, however, that if such calculation results in a negative number, Residual Receipts shall be zero for that year.

On or before ninety (90) days after the end of the Developer's fiscal year [is the timing ok?], of each year commencing in the year of the issuance of a certificate of occupancy for the Housing Project, the Borrower shall annually provide the City a residual receipts report which shall describe in detail the Annual Project Revenue, Debt Service, Operating Expenses, Reserve Deposits, Asset Management Fees, Deferred Developer Fees, and Residual Receipts for that year. The Borrower shall also submit to the City, on or before ninety (90) days after the end of the Developer's fiscal year, of each year commencing in the year of the issuance of a certificate of occupancy for the Housing Project, annual financial statements with respect to the Housing Project that have been reviewed by an independent certified public accountant, together with an expressed written opinion of the certified public accountant that such financial statements present the financial position, results of operations, and cash flows fairly and in accordance with generally accepted accounting principles.

**4. Security.** This Note is secured by a Deed of Trust (the "Deed of Trust") dated as of the same date as this Note.

**5. Waivers**

**a.** Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time at the City's sole discretion and that the City may accept security in consideration for any such extension or release any security for this Note at its sole discretion all without in any way affecting the liability of Borrower.

b. No extension of time for payment of this Note made by agreement by the City with any person now or hereafter liable for the payment of this Note shall operate to release, discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part.

c. The obligations of Borrower under this Note shall be absolute and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reasons whatsoever.

d. Borrower waives presentment, demand, notice of protest and nonpayment, notice of default or delinquency, notice of acceleration, notice of costs, expenses or leases or interest thereon, notice of dishonor, diligence in collection or in proceeding against any of the rights of interests in or to properties securing of this Note, and the benefit of any exemption under any homestead exemption laws, if applicable.

e. No previous waiver and no failure or delay by City in acting with respect to the terms of this Note or the Deed of Trust shall constitute a waiver of any breach, default, or failure or condition under this Note, the Deed of Trust or the obligations secured thereby. A waiver of any term of this Note, the Deed of Trust or of any of the obligations secured thereby must be made in writing and shall be limited to the express written terms of such waiver.

**6. Attorneys' Fees and Costs.** Borrower agrees that if any amounts due under this Note are not paid when due, to pay in addition, all costs and expenses of collection and reasonable attorneys' fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed.

**7. Joint and Several Obligation.** This Note is the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their heirs, successors and assigns.

**8. Amendments and Modifications.** This Note may not be changed orally, but only by an amendment in writing signed by Borrower and by the City.

**9. City May Assign.** City may, at its option, assign its right to receive payment under this Note without necessity of obtaining the consent of the Borrower.

**10. Borrower Assignment Prohibited.** In no event shall Borrower assign or transfer any portion of this Note without the prior express written consent of the City, which consent shall not unreasonably be withheld, except pursuant to a transfer which is permitted or approved under Section 705 of the Agreement.

**11. Terms.** Any terms not separately defined herein shall have the same meanings as set forth in the Agreement.

**12. Acceleration and Other Remedies.** Upon: (a) the occurrence of an Event of Default as defined in the Agreement, or (b) Borrower selling, contracting to sell, giving an option to purchase, conveying, leasing, further encumbering, mortgaging, assigning or alienating the Borrower's interest in the Housing Project (other than (i) financing approved by the City or otherwise permitted pursuant to the Agreement, (ii) leasing of individual Housing Units to tenants in the ordinary course of business, or (iii) a purchase option and/or right of first refusal granted to Borrower's general partner(s) or affiliates thereof), whether directly or indirectly,

whether voluntarily or involuntarily or by operation of law, or any interest in the Housing Project, or suffering its title, or any interest in the Housing Project to be divested, whether voluntarily or involuntarily, without the consent of the City or as otherwise approved or permitted under the Development Agreement, City may, at City's option, declare the outstanding principal amount of this Note, together with the then accrued and unpaid interest thereon and other charges hereunder, and all other sums secured by the Deed of Trust, to be due and payable immediately, and upon such declaration, such principal and interest and other sums shall immediately become and be due and payable without demand or notice, all as further set forth in the Deed of Trust. All costs of collection, including, but not limited to, reasonable attorneys' fees and all expenses incurred in connection with protection of, or realization on, the security for this Note, may be added to the principal hereunder, and shall accrue interest as provided herein. City shall at all times have the right to proceed against any portion of the security for this Note in such order and in such manner as such City may consider appropriate, without waiving any rights with respect to any of the security. Any delay or omission on the part of the City in exercising any right hereunder, under the Agreement or under the Deed of Trust shall not operate as a waiver of such right, or of any other right. No single or partial exercise of any right or remedy hereunder or under the Agreement or any other document or agreement shall preclude other or further exercises thereof, or the exercise of any other right or remedy. The acceptance of payment of any sum payable hereunder, or part thereof, after the due date of such payment shall not be a waiver of City's right to either require prompt payment when due of all other sums payable hereunder or to declare an Event of Default for failure to make prompt or complete payment.

**13. Consents.** Borrower hereby consents to: (a) any renewal, extension or modification (whether one or more) of the terms of the Agreement or the terms or time of payment under this Note, (b) the release or surrender or exchange or substitution of all or any part of the security, whether real or personal, or direct or indirect, for the payment hereof, (c) the granting of any other indulgences to Borrower, and (d) the taking or releasing of other or additional parties primarily or contingently liable hereunder. Any such renewal, extension, modification, release, surrender, exchange or substitution may be made without notice to Borrower or to any endorser, guarantor or surety hereof, and without affecting the liability of said parties hereunder.

**14. Successors and Assigns.** Whenever "City" is referred to in this Note, such reference shall be deemed to include the Placentia Housing City and its successors and assigns, including, without limitation, any subsequent assignee or holder of this Note. All covenants, provisions and agreements by or on behalf of Borrower, and on behalf of any makers, endorsers, guarantors and sureties hereof which are contained herein shall inure to the benefit of the City and City's successors and assigns.

**15. Miscellaneous.** Time is of the essence hereof. This Note shall be governed by and construed under the laws of the State of California except to the extent Federal laws preempt the laws of the State of California. Borrower irrevocably and unconditionally submits to the jurisdiction of the Superior Court of the State of California for the County of Orange in connection with any legal action or proceeding arising out of or relating to this Note. Borrower also waives any objection regarding personal or in rem jurisdiction or venue.

**16. No Personal Liability.** In the event of any default under the terms of this Note or the Deed of Trust, the sole recourse of the City for any and all such defaults shall be by judicial foreclosure or by the exercise of the trustee's power of sale, and Borrower and its partners shall not be personally liable for the payment of this Note or for the payment of any deficiency established after judicial foreclosure or trustee's sale; provided, however, that the foregoing shall not in any way affect any rights the City may have (as a secured party or otherwise) hereunder or under the Agreement or Deed of Trust to recover directly from

Borrower any amounts secured by the Deed of Trust, or any funds, damages or costs (including without limitation reasonable attorneys' fees and costs) incurred by City as a result of fraud, misrepresentation or waste, and any costs and expenses incurred by the City in connection therewith (including without limitation reasonable attorneys' fees and costs).

**BORROWER:**

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

**ATTACHMENT NO. 8**

RECORDING REQUESTED BY, )  
AND WHEN RECORDED MAIL TO: )  
 )  
City of Placentia )  
401 E. Chapman )  
Placentia, California 92870 )  
Attn: City Administrator )

This document is exempt from payment of a recording fee pursuant to Government Code Sections 27383 and 6103.

**DEED OF TRUST AND ASSIGNMENT OF RENTS  
(Development Project Mitigated Fees Loan)**

**THIS DEED OF TRUST AND ASSIGNMENT OF RENTS** is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and among \_\_\_\_\_ (“Trustor”), whose address is \_\_\_\_\_, \_\_\_\_\_ (“Trustee”) whose address is \_\_\_\_\_, and the **CITY OF PLACENTIA**, a California charter city and municipal corporation (“Beneficiary”), whose address is 401 E. Chapman, Placentia, California 92870.

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth, any and all of its interest in the property (including, but not limited to fee simple and/or leasehold) located in the City of Placentia, County of Orange, State of California, that is described in Exhibit A, attached hereto and by this reference incorporated herein (the “Property”);

TOGETHER WITH all rents, issues, profits, royalties, income and other benefits derived from the Property (collectively, the “rents”), provided that so long as Trustor is not in default hereunder, it shall be permitted to collect rents and operate the Property;

TOGETHER WITH all interests, estates or other claims, both in law and in equity which Trustor now has or may hereafter acquire in the Property and the rents;

TOGETHER WITH all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, including, without limiting the generality of the foregoing, all tenements, hereditaments and appurtenances thereof and thereto;

TOGETHER WITH any and all buildings and improvements now or hereafter erected thereon, and all property of the Trustor now or hereafter affixed to or placed upon the Property, including, without limitation, all fixtures, attachments, appliances, furnishings, equipment and machinery (whether fixed or movable) and other articles (including, in each instance, improvements, restorations, replacements, repairs, additions, accessions or substitutions thereto or therefor);

TOGETHER WITH all leasehold estate, right, title and interest of Trustor in and to all leases or subleases covering the Property or any portion thereof now or hereafter existing or

entered into, and all right, title and interest of Trustor thereunder, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature;

TOGETHER WITH all right, title and interest of Trustor in and to all options to purchase or lease the Property or any portion thereof or interest therein, and any greater estate in the Property owned or hereafter acquired;

TOGETHER WITH all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Property, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Property;

TOGETHER WITH all the estate, interest, right, title, other claim or demand, of every nature, in and to such property, including the Property, both in law and in equity, including, but not limited to, all deposits made with or other security given by Trustor to utility companies, the proceeds from any or all of such property, including the Property, claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Trustor now has or may hereafter acquire, any and all awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the whole or any part of such property, including without limitation, any awards resulting from a change of grade of streets and awards for severance damages;

All of the foregoing, together with the Property, is herein referred to as the "Security."

FOR THE PURPOSE OF SECURING:

1. Repayment of that certain Special Development Loan Promissory Note in the principal sum [not to exceed] \$450,000 dated \_\_\_\_\_, 201\_\_ ("Promissory Note") in favor of Beneficiary.
2. Payment and performance of all covenants and obligations of Trustor under this Deed of Trust.

## ARTICLE I

### DEFINITIONS

1. The term "Expiration Date" means the date upon which the Promissory Note has been paid in full, and all other obligations the performance of which is secured by this Deed of Trust have been satisfied.
2. "Property" means the real property referred to in Exhibit A attached hereto.
3. "Security" means the Property and all appurtenant improvements.

## ARTICLE II

### MAINTENANCE AND MODIFICATION OF THE PROPERTY AND SECURITY; RELEASE UPON PAYMENT

Section 2.1 Maintenance and Modification of the Property by Trustor. The Trustor agrees that at all times prior to the Expiration Date, the Trustor will, at the Trustor's own expense, maintain and preserve the Property.

Section 2.2 Release of Security. Upon its receipt of the repayment of all amounts due under the Promissory Note, and all other obligations the performance of which is secured by this Deed of Trust have been satisfied, the Beneficiary shall, upon the request of the Trustor, deliver to the Trustor such instruments as are reasonably necessary to confirm the release of the Security from the lien of this Deed of Trust.

### ARTICLE III

#### REPRESENTATIONS, COVENANTS AND WARRANTIES OF THE TRUSTOR

Section 3.1 Defense of the Title. The Trustor covenants that it is lawfully seized and possessed of title in fee simple to the Property, that it has good right to sell, convey or otherwise transfer or encumber the same, and that the Trustor, for itself and its successors and assigns, warrants and will forever defend the right and title to the foregoing described and conveyed property unto the Beneficiary, its successors and assigns, against the claims of all persons whomsoever, excepting only encumbrances approved by the Beneficiary.

Section 3.2 Inspection of the Property. The Trustor covenants and agrees that at any and all reasonable times and upon reasonable notice, the Beneficiary and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right, without payment of charges or fees, to inspect the Property.

### ARTICLE IV

#### EVENTS OF DEFAULT AND REMEDIES

Section 4.1 Events of Default Defined. The occurrence of any failure of the Trustor to pay the Promissory Note or to otherwise perform an obligation the performance of which is secured by this Deed of Trust, and the continuation of such failure for a period of thirty (30) business days as to monetary obligations and sixty (60) business days as to non-monetary obligations (or such additional time as may be reasonably necessary provided that Trustor commences cure within such sixty (60) day period and thereafter diligently prosecutes such cure to completion), after written notice specifying such failure and requesting that it be remedied shall have been given to Trustor from the Beneficiary, shall be an "Event of Default" or a "Default" under this Deed of Trust.

Section 4.2 Acceleration of Maturity. If an Event of Default shall have occurred and be continuing, then the entire indebtedness secured hereby shall, at the option of the Beneficiary, immediately become due and payable without notice or demand which are hereby expressly waived, and no omission on the part of the Beneficiary to exercise such option when entitled to do so shall be construed as a waiver of such right.

Section 4.3 The Beneficiary's Right to Enter and Take Possession. If an Event of Default shall have occurred and be continuing, the Beneficiary may:

(a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon the Property and take possession thereof (or any part thereof) and of any of the Security, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Property, or part thereof or interest therein, increase the income therefrom or protect the Security hereof and, with or without taking possession of the Property, sue for or otherwise collect the rents, issues and profits thereof, including those past due and unpaid, and apply the same, less costs and expenses

of operation and collection, including attorneys' fees, upon any indebtedness secured hereby, all in such order as Beneficiary may determine. The entering upon and taking possession of the Property, the collection of such rents, issues and profits and the application thereof, as aforesaid, shall not cure or waive any Default or notice of Default hereunder or invalidate any act done in response to such Default or pursuant to such notice of Default and, notwithstanding the continuance in possession of the Property or the collection, receipt and application of rents, issues or profits, Beneficiary shall be entitled to exercise every right provided for in this Deed of Trust, the Agreement or by law upon occurrence of any Event of Default, including the right to exercise the power of sale. Trustor requests that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to Trustor if at its address given herein;

(b) Commence an action to foreclose this Deed of Trust, appoint a receiver, or specifically enforce any of the covenants hereof;

(c) Deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause Trustor's interest in the property to be sold, which notice Trustee or Beneficiary shall cause to be duly filed for record in the Official Records of the County in which the Property is located; or

(d) Exercise all other rights and remedies provided herein, in the instruments by which the Trustor acquires title to the Property, including any Security, or in any other document or agreement now or hereafter evidencing, creating or securing all or any portion of the obligations secured hereby, or provided by law.

Section 4.4 Foreclosure By Power of Sale. Should the Beneficiary elect to foreclose by exercise of the power of sale herein contained, the Beneficiary shall notify Trustee and shall deposit with Trustee this Deed of Trust (and the deposit of which shall be deemed to constitute evidence that the amount of the Promissory Note is immediately due and payable), and such receipts and evidence of any expenditures made that are additionally secured hereby as Trustee may require.

(a) Upon receipt of such notice from the Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Default and Election to Sell as then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after lapse of such time as may then be required by law and after recordation of such Notice of Default and after Notice of Sale having been given as required by law, sell the Property, at the time and place of sale fixed by it in said Notice of Sale, either as a whole or in separate lots or parcels or items as Trustee shall deem expedient and in such order as it may determine, at public auction to the highest bidder, for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale, and Trustor hereby covenants to warrant and defend the title of such purchaser or purchasers.

(b) After deducting all reasonable costs, fees and expenses of Trustee, including costs of evidence of title in connection with such sale, Trustee shall apply the proceeds of sale to payment of: (i) the Promissory Note; (ii) all other sums then secured hereby; and (iii) the remainder, if any, to the person or persons legally entitled thereto.

(c) Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter, and without

further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new notice of sale.

Section 4.5 Receiver. If an Event of Default shall have occurred and be continuing, Beneficiary, as a matter of right and without further notice to Trustor or anyone claiming under Security, and without regard to the then value of the Property or the interest of Trustor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Security (or a part thereof), and Trustor hereby irrevocably consents to such appointment. Any such receiver or receivers shall have all the powers and duties of receivers in like or similar cases, and all the powers and duties of Beneficiary in case of entry as provided herein, and shall continue as such and exercise all such powers until the date of confirmation of sale of the Property, unless such receivership is sooner terminated.

Section 4.6 Remedies Cumulative. No right, power or remedy conferred upon or reserved to the Beneficiary by this Deed of Trust is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity.

Section 4.7 No Waiver.

(a) No delay or omission of the Beneficiary to exercise any right, power or remedy accruing upon any Default shall exhaust or impair any such right, power or remedy, or shall be construed to be a waiver of any such Default or acquiescence therein; and every right, power and remedy given by this Deed of Trust to the Beneficiary may be exercised from time to time and as often as may be deemed expeditious by the Beneficiary. No consent or waiver, expressed or implied, by the Beneficiary to or of any breach by the Trustor in the performance of the obligations hereunder shall be deemed or construed to be a consent to or waiver of obligations of the Trustor hereunder. Failure on the part of the Beneficiary to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by the Beneficiary of its right hereunder or impair any rights, powers or remedies consequent on any breach or Default by the Trustor.

(b) If the Beneficiary (i) grants forbearance or an extension of time for the payment of any sums secured hereby, (ii) takes other or additional security or the payment of any sums secured hereby, (iii) waives or does not exercise any right granted herein, or in the Agreement, (iv) releases any part of the Security from the lien of this Deed of Trust, or otherwise changes any of the terms, covenants, conditions or agreements of this Deed of Trust or the Agreement, (v) consents to the filing of any map, plat or replat affecting the Security, (vi) consents to the granting of any easement or other right affecting the Security, or (vii) makes or consents to any agreement subordinating the lien hereof, any such act or omission shall not release, discharge, modify, change or affect the original liability under this Deed of Trust, or any other obligation of the Trustor or any subsequent purchaser of the Security or any part thereof, or any maker, co-signer, endorser, surety or guarantor (unless expressly released); nor shall any such act or omission preclude the Beneficiary from exercising any right, power or privilege herein granted or intended to be granted in the event of any Default then made or of any subsequent Default, nor, except as otherwise expressly provided in an instrument or instruments executed by the Beneficiary shall the lien of this Deed of Trust be altered thereby. In the event of the sale or transfer by operation of law or otherwise of all or any part of the Property, the Beneficiary, without notice, is hereby authorized and empowered to deal with any such vendee or transferee with reference to the Security (or a part thereof) or the indebtedness secured hereby, or with reference to any of the terms, covenants, conditions or agreements hereof, as fully and to the same extent as it might deal with the Trustor and without in any way releasing or discharging any liabilities, obligations or undertakings of the Trustor.

Section 4.8 Suits to Protect the Security. The Beneficiary shall have power (upon ninety (90) days notice to the Trustor) to (a) institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Security (and the rights of the Beneficiary as secured by this Deed of Trust) by any acts which may be unlawful or any violation of this Deed of Trust, (b) preserve or protect its interest (as described in this Deed of Trust) in the Security and in the rents, issues, profits and revenues arising therefrom, and (c) restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement for compliance with such enactment, rule or order would impair the security thereunder or be prejudicial to the interests of the Beneficiary.

Section 4.9 Trustee May File Proofs of Claim. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting the Trustor, its creditors or its property, the Beneficiary, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of the Beneficiary allowed in such proceedings for the entire amount due and payable by the Trustor under this Deed of Trust at the date of the institution of such proceedings and for any additional amount which may become due and payable by the Trustor hereunder after such date.

## ARTICLE V

### MISCELLANEOUS

Section 5.1 Amendments. This instrument cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.

Section 5.2 Reconveyance by Trustee. Upon written request of Beneficiary stating that all sums and other obligations secured hereby have been paid or performed, and upon surrender of this Deed of Trust to Trustee for cancellation and retention, and upon payment by Trustor of Trustee's reasonable fees, Trustee shall reconvey to Trustor, or to the person or persons legally entitled thereto, without warranty, any portion of the Property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in any reconveyance may be described as "the person or person legally entitled thereto."

Section 5.3 Attorneys' Fees. In the event that any parties hereto resort to legal action in order to enforce the provisions of this Deed of Trust or defend such suit, the prevailing party shall be entitled to receive reimbursement from the non-prevailing party for all reasonable attorneys' fees and all other costs incurred in commencing or defending such suit.

Section 5.4 Notices. Whenever Beneficiary, Trustor or Trustee shall desire to give or serve any notice, demand, request or other communication with respect to this Deed of Trust, each such notice, demand, request, or other communication shall be in writing and shall be effective only if the same is delivered by personal service or mailed by registered or certified mail, postage prepaid, return receipts requested, or by telegram, addressed to the address set forth in the first paragraph of this Deed of Trust. Any party may at any time change its address for such notices by delivering or mailing to the other parties hereto, as aforesaid, a notice of such change.

Section 5.5 Acceptance by Trustee. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

Section 5.6 Captions. The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Deed of Trust.

Section 5.7 Invalidity of Certain Provisions. Every provision of this Deed of Trust is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court of competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Security, the unsecured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the debt which is not secured or partially secured by the lien of this Deed of Trust.

Section 5.8 No Merger. If title to the Property shall become vested in the Beneficiary, this Deed of Trust and the lien created hereby shall not be destroyed or terminated by application of the doctrine of merger and, in such event, Beneficiary shall continue to have and enjoy all of the rights and privileges of Beneficiary under this Deed of Trust. In addition, upon foreclosure under this Deed of Trust pursuant to the provisions hereof, any leases or subleases then existing and affecting all or any portion of the Security shall not be destroyed or terminated by application of the law of merger or as a matter of law or as a result of such foreclosure unless Beneficiary or any purchaser at any such foreclosure shall so elect. No act by or on behalf of Beneficiary or any such purchaser shall constitute a termination of any lease or sublease unless Beneficiary or such purchaser shall give written notice of termination to such tenant or subtenant.

Section 5.9 Governing Law. This Deed of Trust shall be governed by and construed in accordance with the laws of the State of California.

Section 5.10 Gender and Number. In this Deed of Trust the singular shall include the plural and the masculine shall include the feminine and neuter and vice versa, if the context so requires.

Section 5.11 Nondisturbance Agreement. In the event of any foreclosure of this Deed of Trust or a transfer in lieu of foreclosure, Beneficiary or other transferee shall recognize and not disturb the possession, tenancy, leasehold estate and rights of all tenants and occupants of the Property or any portion thereof, and shall honor and abide by all of the terms, covenants and conditions of each lease for the remaining balance of the term or extension thereof with the same force and effect as if Beneficiary or such other transferee were the original lessor under the lease; provided, however, that the tenant is not in default under its lease and Beneficiary or such other transferee shall not be (a) liable for any damage, loss or expense arising from any act or omission of any prior lessor (including Trustor) under any lease, (b) subject to any offsets, abatements, rent reductions or defenses which the tenant may be entitled to assert against any prior lessor (including Trustor) under any lease, or (c) liable or responsible for or with respect to the retention, application and/or return to the tenant of any security deposit paid to any prior lessor (including Trustor) under any lease, whether or not still held by any prior lessor (including Trustor), unless and until Beneficiary or such other transferee has actually received for its own account as lessor under the lease the full amount of such security deposit or a credit therefor. Each tenant and occupant of the Property shall, upon any foreclosure of this Deed of Trust or transfer in lieu of foreclosure, be bound to Beneficiary or such other transferee under all of the terms, covenants and conditions of the tenant's lease for the remaining balance of the term thereof or extension thereof, with the same force and effect as if Beneficiary or such other transferee were the original lessor under such lease, and the tenant shall attorn to Beneficiary or such other transferee as its lessor, such attornment to be effective and self-operative without the

execution of any further instruments by either party, immediately upon the tenant's receipt of written notice from Beneficiary or such other transferee or from Trustor that title to the Property has vested in Beneficiary or such other transferee. Rent paid by a tenant or occupant to the transferee after receipt of such notice shall be considered to be rental payment under the lease.

Section 5.12. No Personal Liability. In the event of any default under the terms of this Deed of Trust, the sole recourse of the Beneficiary for any and all such defaults shall be by judicial foreclosure or by the exercise of the trustee's power of sale, and Trustor and its partners shall not be personally liable for the payment of the Promissory Note or for the payment of any deficiency established after judicial foreclosure or trustee's sale; provided, however, that the foregoing shall not in any way affect any rights the Beneficiary may have (as a secured party or otherwise) hereunder or under this Deed of Trust to recover directly from Trustor any amounts secured by this Deed of Trust, or any funds, damages or costs (including without limitation reasonable attorneys' fees and costs) incurred by Beneficiary as a result of fraud, misrepresentation or waste, and any costs and expenses incurred by the Beneficiary in connection therewith (including without limitation reasonable attorneys' fees and costs).

**IN WITNESS WHEREOF**, Trustor has executed this Deed of Trust as of the day and year first above written.

**TRUSTOR:**

\_\_\_\_\_

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

Its: \_\_\_\_\_

## EXHIBIT A

### LEGAL DESCRIPTION OF PROPERTY

All that certain real property situated in the County of Orange, State of California, described as follows:

Parcel A:

A portion of Lot 4, in Block 35 of "Yorba Linda Tract", in the City of Placentia, County of Orange, State of California, as shown on a Map recorded in Book 5, Pages 17 and 18 of Miscellaneous Maps, records of Orange County, California more particularly described as follows:

Beginning at a point in the West line of said Lot 4, which said Lot is distant Northerly, measured along said West line, 248.77 feet from the Southwest corner of said Lot 4, and running;  
Thence from said Point of Beginning, Easterly parallel with the South line of said Lot 4, 123.81 feet to a point;  
Thence Northerly parallel with the East line of said Lot 4, 283.90 feet to a point in the Northerly line of said 4;  
Thence Westerly along said Northerly line 122.94 feet to the Northeast corner of said Lot 4;  
Thence Southerly along the West line of Lot 4, 300.79 feet to the point of beginning.

EXCEPTING THEREFROM that portion described in Deed to the Orange County Flood Control recorded December 17, 1962 recorded in Book 6361, Page 450 of Official Records of said Orange County.

Except therefrom that portion of said land as condemned by the Orange County Transportation Authority, a public agency as set forth and described in that certain document recorded May 19, 2014 as Instrument No. 2014000193187 of Official Records.

Parcel B1:

A strip of Land 65.00 feet wide in Lot 3, Block 36 of the Yorba Linda Tract, in the City of Yorba Linda, County of Orange, State of California, per Map recorded in Book 5, Pages 17 and 18 of miscellaneous Maps in the Office of the County recorder of said County, said strip lying 28.00 feet Northerly and 37.00 feet Southerly of the following described line:

Beginning at a point on the centerline of fee Ana Street distant South  $0^{\circ}23'34''$  East, 323.72 feet from the intersection of said centerline with the centerline of Orangethorpe Avenue;  
Thence North  $89^{\circ}37'35''$  East, 61.00 feet to the beginning of a tangent curve, concave Southerly and having a radius of 500.00 feet;  
Thence Easterly 132.18 feet along said curve through a central angle of  $15^{\circ}08'48''$ ;  
Thence tangent to said curve South  $75^{\circ}13'37''$  East, 912.31 feet to the beginning of a tangent curve, concave Northerly and having a radius of 1000.00 feet;  
Thence Easterly 126.29 feet along said curve through a central angle of  $7^{\circ}14'09''$ ;  
Thence tangent to said curve South  $82^{\circ}27'46''$  East, 312.63 feet to a point on the centerline of Taylor Street distant South  $0^{\circ}48'16''$  East, 413.51 feet from the intersection of said centerline with the centerline of said Orangethorpe Avenue as said centerline is located Easterly of said centerline of Taylor Street.

Except that portion thereof as described in the deed to Elmer de Los Reyes et. Ux., recorded September 12, 1950 in Book 2070, Page 205 of Official Records in the Office of said County recorder.

Excepting therefrom all minerals, gas, oil, petroleum, naphtha and other hydrocarbon substances below the depth of 500 feet from the surface of the above-described property, subject to the express limitation that the foregoing reservation shall in no way be interpreted to include any right of entry in and upon the surface of the above-described property, or the first 500 feet of the subsurface thereof, as set forth in grant deed recorded May 23, 1963 in Book 6559, Page 709 of Official Records.

Parcel B2:

That portion of Lot 3, Block 36 of the Yorba Linda Tract, in the County of orange, State of California, per Map recorded in Book 5, Pages 17 and 18 of miscellaneous Maps in the Office of the County recorder of said County, that lies Northerly of a line which is Northerly 28.00 feet from and parallel and concentric with the following described line:

Beginning at a point on the centerline of Fee Ana Street distant South  $0^{\circ}23'34''$  East, 323.72 feet from the intersection of said centerline with the centerline of Orangethorpe Avenue;

Thence North  $89^{\circ}37'35''$  East 61.00 feet to the beginning of a tangent curve, concave Southerly and having a radius of 500.00 feet;

Thence Easterly 132.18 feet along said curve through a central angle of  $15^{\circ}08'48''$ ;

Thence tangent to said curve South  $75^{\circ}13'37''$  East, 912.31 feet to the beginning of a tangent curve, concave Northerly and having a radius of 1000.00 feet;

Thence Easterly 126.29 feet along said curve through a central angle of  $7^{\circ}14'09''$ ;

Thence tangent to said curve South  $82^{\circ}27'46''$  East, 312.63 feet to a point on the centerline of Taylor Street distant South  $0^{\circ}48'16''$  East, 413.51 feet from the intersection of said centerline with the centerline of said Orangethorpe Avenue as said centerline is located Easterly of said centerline of Taylor Street.

Except that portion thereof as described in the deed to Elmer de los Reyes Et. Ut., recorded September 12, 1950 in Book 2070, Page 205 of official records in the Office of said County recorder.

Excepting therefrom all minerals, gas, oil, petroleum, naphtha and other hydrocarbon substances below the depth of 500 feet from the surface of the above-described property, subject to the express limitation that the foregoing reservation shall in no way be interpreted to include any right of entry in and upon the surface of the above-described property, or the first 500 feet of the subsurface thereof, as set forth in grant deed recorded May 23, 1963 in Book 6559, Page 709 of official records.



**PROMISSORY NOTE**  
**(Development Project Mitigation Fee Loan)**

\$582,850  
December \_\_, 2018

Placentia, California

**FOR VALUE RECEIVED, PLACENTIA VETERANS VILLAGE, L.P.**, a California limited partnership (the “Borrower”), promises to pay to the **CITY OF PLACENTIA**, a public body, corporate and politic (the “City”), or order, at the City’s office at 401 E. Chapman, Placentia, California 92870, or such other place as the City may designate in writing, the sum of Five Hundred Eighty-Two Thousand Eight Hundred and Fifty Dollars (\$582,850) (the “Note Amount”), in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

**1. Agreement.** This Promissory Note (the “Note”) is given in accordance with that certain Development Agreement executed by the City and Borrower, dated as of January 17, 2017(as amended, the “Agreement”). The rights and obligations of the Borrower and the City under this Note shall be governed by the Agreement and by the additional terms set forth in this Note. In the event of any inconsistencies between the terms of this Note and the terms of the Agreement or any other document related to the Note Amount, the terms of this Note shall prevail.

**2. Interest.** The Note Amount shall bear simple interest at a rate of two percent (2%) per annum.

**3. Repayment of Note Amount.** The Note Amount shall be paid by the Borrower’s annual payment to the City of an amount equal to One Percent (1%) of the Residual Receipts (as defined below) from operation of the Project (as defined in the Agreement), as determined by a residual receipts calculation from the operation of the Project the preceding calendar year. Annual Residual Receipts payments shall be made by the Borrower by cashier’s check and shall be delivered on or before ninety (90) days after the end of the Developer’s fiscal year, of each year during the term of this Note first following the date the Project is placed in service, until the Note Amount and all unpaid interest thereon has been repaid in full. Any remaining portion of the Note Amount shall be due and payable on the fifty-fifth (55<sup>th</sup>) anniversary of the date of this Note. Notwithstanding the foregoing, the full Note Amount may be accelerated as set forth in Section 12 hereof.

As used herein, “Annual Project Revenue” shall mean all gross income and all revenues of any kind from the Project in a calendar year, including without limitation, Project rents, Section 8 housing assistance payments, if any, late charges, vending machine income, and any other revenues of whatever kind or nature from the Project, except that interest on security deposits and required reserves shall not be considered Annual Project Revenue.

As used herein, “Debt Service” means regularly scheduled payments of principal and interest made in a calendar year pursuant to the financing approved pursuant to the Agreement which is obtained for the acquisition and ownership of the Project, which is senior in lien priority to the City Loan, including without limitation general partner loans, but excluding payments made pursuant to this Note.

As used herein, “Deferred Developer Fees” shall mean any deferred developer fee allowable under the financing for the Project.

As used herein, "Operating Expenses" shall mean actual, reasonable and customary (for comparable high quality rental housing developments in Orange County) costs, fees and expenses directly incurred, paid, and attributable to the operation, maintenance and management of the Project in a calendar year, including: painting, cleaning, repairs, alterations, landscaping, utilities, refuse removal, permits and licenses as required by law, sewer charges, real and personal property taxes, assessments, insurance, security, advertising and promotion, janitorial services, cleaning and building supplies, purchase, repair, servicing and installation of appliances, equipment, fixtures and furnishings which are not paid from the Capital Replacement Reserve, fees and expenses of property management, costs of resident services and programs, fees and expenses of accountants, attorneys and other professionals, and other actual, reasonable and customary operating costs and capital costs which are directly incurred and paid by the Borrower, but which are not paid from the Operating Reserve or other reserve accounts. The Operating Expenses shall not in any event include expenses not related to the Project's operations, including without limitation, depreciation, amortization, and accrued principal and interest expense on deferred payment debt.

As used herein, "Reserve Deposits" shall mean payments to the Capital Replacement Reserve account and the Operating Reserve account.

As used herein, "Residual Receipts" shall mean Annual Project Revenue less the sum of (i) Operating Expenses, (ii) Debt Service, (iii) Reserve Deposits, (iv) Deferred Developer Fees, (v) a partnership management fee to the managing general partner of Developer, and/or a general partner asset management fee payable to one or more of the general partners of the Developer, and/or a limited partner asset management fee payable to one or more of the limited partners of Developer in an amount not to exceed \$15,000 in the first year of operations, escalating by 2.5% each year, and an annual audit fee, in such amounts which are approved by the City, for each calendar year, and/or such other fees as provided in the Tax Credit Limited Partnership Agreement, subject to the City's reasonable approval; provided, however, that if such calculation results in a negative number, Residual Receipts shall be zero for that year.

On or before ninety (90) days after the end of the Developer's fiscal year of each year commencing in the year of the issuance of a certificate of occupancy for the Project, the Borrower shall annually provide the City a residual receipts report which shall describe in detail the Annual Project Revenue, Debt Service, Operating Expenses, Reserve Deposits, Asset Management Fees, Deferred Developer Fees, and Residual Receipts for that year. The Borrower shall also submit to the City, on or before ninety (90) days after the end of the Developer's fiscal year, of each year commencing in the year of the issuance of a certificate of occupancy for the Project, annual financial statements with respect to the Project that have been reviewed by an independent certified public accountant, together with an expressed written opinion of the certified public accountant that such financial statements present the financial position, results of operations, and cash flows fairly and in accordance with generally accepted accounting principles.

**4. Security.** This Note is secured by a Deed of Trust (the "Deed of Trust") dated as of the same date as this Note.

**5. Waivers**

**a.** Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time at the City's sole discretion and that the City may accept security in consideration for any such extension or release any security for this Note at its sole discretion all without in any way affecting the liability of Borrower.

b. No extension of time for payment of this Note made by agreement by the City with any person now or hereafter liable for the payment of this Note shall operate to release, discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part.

c. The obligations of Borrower under this Note shall be absolute and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reasons whatsoever.

d. Borrower waives presentment, demand, notice of protest and nonpayment, notice of default or delinquency, notice of acceleration, notice of costs, expenses or leases or interest thereon, notice of dishonor, diligence in collection or in proceeding against any of the rights of interests in or to properties securing of this Note, and the benefit of any exemption under any homestead exemption laws, if applicable.

e. No previous waiver and no failure or delay by City in acting with respect to the terms of this Note or the Deed of Trust shall constitute a waiver of any breach, default, or failure or condition under this Note, the Deed of Trust or the obligations secured thereby. A waiver of any term of this Note, the Deed of Trust or of any of the obligations secured thereby must be made in writing and shall be limited to the express written terms of such waiver.

**6. Attorneys' Fees and Costs.** Borrower agrees that if any amounts due under this Note are not paid when due, to pay all City's costs and expenses of collection and reasonable attorneys' fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed.

**7. Joint and Several Obligation.** This Note is the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their heirs, successors and assigns.

**8. Amendments and Modifications.** This Note may not be changed orally, but only by an amendment in writing signed by Borrower and by the City.

**9. City May Assign.** City may, at its option, assign its right to receive payment under this Note without necessity of obtaining the consent of the Borrower.

**10. Borrower Assignment Prohibited.** In no event shall Borrower assign or transfer any portion of this Note without the prior express written consent of the City, which consent shall not unreasonably be withheld, except pursuant to a transfer which is permitted or approved under Section 705 of the Agreement.

**11. Terms.** Any terms not separately defined herein shall have the same meanings as set forth in the Agreement.

**12. Acceleration and Other Remedies.** Upon: (a) the occurrence of an Event of Default as defined in the Agreement, or (b) Borrower selling, contracting to sell, giving an option to purchase, conveying, leasing, further encumbering, mortgaging, assigning or alienating the Borrower's interest in the Project (other than (i) financing approved by the City or otherwise permitted pursuant to the Agreement, (ii) leasing of individual Housing Units to tenants in the ordinary course of business, or (iii) a purchase option and/or right of first refusal granted to Borrower's general partner(s) or affiliates thereof), whether directly or indirectly, whether

voluntarily or involuntarily or by operation of law, or any interest in the Project, or suffering its title, or any interest in the Project to be divested, whether voluntarily or involuntarily, without the consent of the City or as otherwise approved or permitted under the Development Agreement, City may, at City's option, declare the outstanding principal amount of this Note, together with the then accrued and unpaid interest thereon and other charges hereunder, and all other sums secured by the Deed of Trust, to be due and payable immediately, and upon such declaration, such principal and interest and other sums shall immediately become and be due and payable without demand or notice, all as further set forth in the Deed of Trust. Borrower agrees that all costs of collection, including, but not limited to, City's reasonable attorneys' fees, costs of collection, and all other expenses incurred in connection with protection, collection, enforcement of, or realization on, the security for this Note, may be added to the principal hereunder, and shall accrue interest as provided herein. City shall at all times have the right to proceed against any portion of the security for this Note in such order and in such manner as such City may consider appropriate, without waiving any rights with respect to any of the security. Any delay or omission on the part of the City in exercising any right hereunder, under the Agreement or under the Deed of Trust shall not operate as a waiver of such right, or of any other right. No single or partial exercise of any right or remedy hereunder or under the Agreement or any other document or agreement shall preclude other or further exercises thereof, or the exercise of any other right or remedy. The acceptance of payment of any sum payable hereunder, or part thereof, after the due date of such payment shall not be a waiver of City's right to either require prompt payment when due of all other sums payable hereunder or to declare an Event of Default for failure to make prompt or complete payment.

**13. Consents.** Borrower hereby consents to: (a) any renewal, extension or modification (whether one or more) of the terms of the Agreement or the terms or time of payment under this Note, (b) the release or surrender or exchange or substitution of all or any part of the security, whether real or personal, or direct or indirect, for the payment hereof, (c) the granting of any other indulgences to Borrower, and (d) the taking or releasing of other or additional parties primarily or contingently liable hereunder. Any such renewal, extension, modification, release, surrender, exchange or substitution may be made without notice to Borrower or to any endorser, guarantor or surety hereof, and without affecting the liability of said parties hereunder.

**14. Successors and Assigns.** Whenever "City" is referred to in this Note, such reference shall be deemed to include the City of Placentia and its successors and assigns, including, without limitation, any subsequent assignee or holder of this Note. All covenants, provisions and agreements by or on behalf of Borrower, and on behalf of any makers, endorsers, guarantors and sureties hereof which are contained herein shall inure to the benefit of the City and City's successors and assigns.

**15. Miscellaneous.** Time is of the essence hereof. This Note shall be governed by and construed under the laws of the State of California except to the extent Federal laws preempt the laws of the State of California. Borrower irrevocably and unconditionally submits to the jurisdiction of the Superior Court of the State of California for the County of Orange in connection with any legal action or proceeding arising out of or relating to this Note. Borrower also waives any objection regarding personal or in rem jurisdiction or venue.

**16. No Personal Liability.** In the event of any default under the terms of this Note or the Deed of Trust, the sole recourse of the City for any and all such defaults shall be by judicial foreclosure or by the exercise of the trustee's power of sale, and Borrower and its partners shall not be personally liable for the payment of this Note or for the payment of any deficiency established after judicial foreclosure or trustee's sale; provided, however, that the foregoing shall not in any way affect any rights the City may have (as a secured party or otherwise) hereunder or under the Agreement or Deed of Trust to recover directly from Borrower any amounts secured by the Deed of Trust, or any funds, damages or costs (including without limitation reasonable

attorneys' fees and costs) incurred by City as a result of fraud, misrepresentation or waste, and any costs and expenses incurred by the City in connection therewith (including without limitation reasonable attorneys' fees and costs).

**BORROWER:**

**Placentia Veterans Village, L.P.,**  
a California limited partnership

By: Placentia Veterans Village LLC,  
a California limited liability company,  
its managing general partner

By: Mercy Housing California,  
a California nonprofit public benefit  
corporation, its manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: New Directions Housing LLC,  
a California limited liability company,  
its administrative general partner

By: New Directions, Inc.,  
a California nonprofit public benefit  
corporation, its sole member

By: \_\_\_\_\_  
Leo Cuadrado,  
Chief Operating Officer

By: \_\_\_\_\_  
David Baylor,  
Chairman of the Board

RECORDING REQUESTED BY, )  
AND WHEN RECORDED MAIL TO: )  
 )  
City of Placentia )  
401 E. Chapman )  
Placentia, California 9 )  
Attn: City Administrator )

This document is exempt from payment of a recording fee pursuant to Government Code Sections 27383 and 6103.

**DEED OF TRUST AND ASSIGNMENT OF RENTS  
(Development Project Mitigated Fees Loan)**

**THIS DEED OF TRUST AND ASSIGNMENT OF RENTS** is made as of the \_\_\_\_ day of December, 2018 (this “Deed of Trust”) by and among **PLACENTIA VETERANS VILLAGE, L.P.**, a California limited partnership (“Trustor”), whose address is 1256 Market Street, San Francisco, California 94102, **COMMONWEALTH LAND TITLE COMPANY** (“Trustee”) whose address is 888 S. Figueroa Street, Suite 2100, Los Angeles, CA 90017, and the **CITY OF PLACENTIA**, a California charter city and municipal corporation (“Beneficiary”), whose address is 401 E. Chapman, Placentia, California 92870.

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth, any and all of its interest in the property (including, but not limited to fee simple and/or leasehold) located in the City of Placentia, County of Orange, State of California, that is described in Exhibit A, attached hereto and by this reference incorporated herein (the “Property”);

TOGETHER WITH all rents, issues, profits, royalties, income and other benefits derived from the Property (collectively, the “rents”), provided that so long as Trustor is not in default hereunder, it shall be permitted to collect rents and operate the Property;

TOGETHER WITH all interests, estates or other claims, both in law and in equity which Trustor now has or may hereafter acquire in the Property and the rents;

TOGETHER WITH all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, including, without limiting the generality of the foregoing, all tenements, hereditaments and appurtenances thereof and thereto;

TOGETHER WITH any and all buildings and improvements now or hereafter erected thereon, and all property of the Trustor now or hereafter affixed to or placed upon the Property, including, without limitation, all fixtures, attachments, appliances, furnishings, equipment and machinery (whether fixed or movable) and other articles (including, in each instance, improvements, restorations, replacements, repairs, additions, accessions or substitutions thereto or therefor);

TOGETHER WITH all leasehold estate, right, title and interest of Trustor in and to all leases or subleases covering the Property or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Trustor thereunder, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature;

TOGETHER WITH all right, title and interest of Trustor in and to all options to purchase or lease the Property or any portion thereof or interest therein, and any greater estate in the Property owned or hereafter acquired;

TOGETHER WITH all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Property, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Property;

TOGETHER WITH all the estate, interest, right, title, other claim or demand, of every nature, in and to such property, including the Property, both in law and in equity, including, but not limited to, all deposits made with or other security given by Trustor to utility companies, the proceeds from any or all of such property, including the Property, claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Trustor now has or may hereafter acquire, any and all awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the whole or any part of such property, including without limitation, any awards resulting from a change of grade of streets and awards for severance damages;

All of the foregoing, together with the Property, is herein referred to as the "Security."

FOR THE PURPOSE OF SECURING:

1. Repayment of that certain Promissory Note in the principal sum of Five Hundred Eighty-Two Thousand Eight Hundred and Fifty Dollars (\$582,850) dated December \_\_, 2018 ("Promissory Note") in favor of Beneficiary.
2. Payment and performance of all covenants and obligations of Trustor under this Deed of Trust.

## ARTICLE I

### DEFINITIONS

1. The term "Expiration Date" means the date upon which the Promissory Note has been paid in full, and all other obligations the performance of which is secured by this Deed of Trust have been satisfied.
2. "Property" means the real property referred to in Exhibit A attached hereto.
3. "Security" means the Property and all appurtenant improvements.

## ARTICLE II

### MAINTENANCE AND MODIFICATION OF THE PROPERTY AND SECURITY; RELEASE UPON PAYMENT

Section 2.1 Maintenance and Modification of the Property by Trustor. The Trustor agrees that at all times prior to the Expiration Date, the Trustor will, at the Trustor's own expense, maintain and preserve the Property.

Section 2.2 Release of Security. Upon its receipt of the repayment of all amounts due under the Promissory Note, and all other obligations the performance of which is secured by this Deed of Trust have been satisfied, the Beneficiary shall, upon the request of the Trustor, deliver to the Trustor such instruments as are reasonably necessary to confirm the release of the Security from the lien of this Deed of Trust.

### ARTICLE III

#### REPRESENTATIONS, COVENANTS AND WARRANTIES OF THE TRUSTOR

Section 3.1 Defense of the Title. The Trustor covenants that it is lawfully seized and possessed of title in fee simple to the Property, that it has good right to sell, convey or otherwise transfer or encumber the same, and that the Trustor, for itself and its successors and assigns, warrants and will forever defend the right and title to the foregoing described and conveyed property unto the Beneficiary, its successors and assigns, against the claims of all persons whomsoever, excepting only encumbrances approved by the Beneficiary.

Section 3.2 Inspection of the Property. The Trustor covenants and agrees that at any and all reasonable times and upon reasonable notice, the Beneficiary and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right, without payment of charges or fees, to inspect the Property.

### ARTICLE IV

#### EVENTS OF DEFAULT AND REMEDIES

Section 4.1 Events of Default Defined. The occurrence of any failure of the Trustor to pay the Promissory Note or to otherwise perform an obligation the performance of which is secured by this Deed of Trust, and the continuation of such failure for a period of thirty (30) business days as to monetary obligations and sixty (60) business days as to non-monetary obligations (or such additional time as may be reasonably necessary provided that Trustor commences cure within such sixty (60) day period and thereafter diligently prosecutes such cure to completion), after written notice specifying such failure and requesting that it be remedied shall have been given to Trustor from the Beneficiary, shall be an "Event of Default" or a "Default" under this Deed of Trust.

Section 4.2 Acceleration of Maturity. If an Event of Default shall have occurred and be continuing, then the entire indebtedness secured hereby shall, at the option of the Beneficiary, immediately become due and payable without notice or demand which are hereby expressly waived, and no omission on the part of the Beneficiary to exercise such option when entitled to do so shall be construed as a waiver of such right.

Section 4.3 The Beneficiary's Right to Enter and Take Possession. If an Event of Default shall have occurred and be continuing, the Beneficiary may:

(a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon the Property and take possession thereof (or any part thereof) and of any of the Security, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Property, or part thereof or interest therein, increase the income therefrom or protect the Security hereof and, with or without taking possession of the Property, sue for or otherwise collect the rents, issues and profits thereof, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorneys' fees, upon any indebtedness secured hereby, all in such order as Beneficiary may determine. The entering upon and taking possession of the Property, the collection of such rents, issues and profits and the application thereof, as aforesaid, shall not cure or waive any Default or notice of Default hereunder or invalidate any act done in response to such Default or pursuant to such notice of Default and, notwithstanding the continuance in possession of the Property or the collection, receipt and application of rents, issues or profits, Beneficiary shall be entitled to exercise every right provided for in this Deed of Trust, the Agreement or by law upon occurrence of any Event of Default, including the right to exercise the power

of sale. Trustor requests that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to Trustor if at its address given herein;

(b) Commence an action to foreclose this Deed of Trust, appoint a receiver, or specifically enforce any of the covenants hereof;

(c) Deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause Trustor's interest in the property to be sold, which notice Trustee or Beneficiary shall cause to be duly filed for record in the Official Records of the County in which the Property is located; or

(d) Exercise all other rights and remedies provided herein, in the instruments by which the Trustor acquires title to the Property, including any Security, or in any other document or agreement now or hereafter evidencing, creating or securing all or any portion of the obligations secured hereby, or provided by law.

Section 4.4 Foreclosure By Power of Sale. Should the Beneficiary elect to foreclose by exercise of the power of sale herein contained, the Beneficiary shall notify Trustee and shall deposit with Trustee this Deed of Trust (and the deposit of which shall be deemed to constitute evidence that the amount of the Promissory Note is immediately due and payable), and such receipts and evidence of any expenditures made that are additionally secured hereby as Trustee may require.

(a) Upon receipt of such notice from the Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Default and Election to Sell as then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after lapse of such time as may then be required by law and after recordation of such Notice of Default and after Notice of Sale having been given as required by law, sell the Property, at the time and place of sale fixed by it in said Notice of Sale, either as a whole or in separate lots or parcels or items as Trustee shall deem expedient and in such order as it may determine, at public auction to the highest bidder, for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale, and Trustor hereby covenants to warrant and defend the title of such purchaser or purchasers.

(b) After deducting all reasonable costs, fees and expenses of Trustee, including costs of evidence of title in connection with such sale, Trustee shall apply the proceeds of sale to payment of: (i) the Promissory Note; (ii) all other sums then secured hereby; and (iii) the remainder, if any, to the person or persons legally entitled thereto.

(c) Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new notice of sale.

Section 4.5 Receiver. If an Event of Default shall have occurred and be continuing, Beneficiary, as a matter of right and without further notice to Trustor or anyone claiming under Security, and without regard to the then value of the Property or the interest of Trustor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Security (or a part thereof), and Trustor hereby irrevocably consents to such appointment. Any such receiver or receivers shall have all the powers and duties of receivers in like or similar cases, and all the powers and duties of Beneficiary in case of entry as provided herein, and shall continue as such and exercise all such powers until the date of confirmation of sale of the Property, unless such receivership is sooner terminated.

Section 4.6 Remedies Cumulative. No right, power or remedy conferred upon or reserved to the Beneficiary by this Deed of Trust is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity.

Section 4.7 No Waiver.

(a) No delay or omission of the Beneficiary to exercise any right, power or remedy accruing upon any Default shall exhaust or impair any such right, power or remedy, or shall be construed to be a waiver of any such Default or acquiescence therein; and every right, power and remedy given by this Deed of Trust to the Beneficiary may be exercised from time to time and as often as may be deemed expeditious by the Beneficiary. No consent or waiver, expressed or implied, by the Beneficiary to or of any breach by the Trustor in the performance of the obligations hereunder shall be deemed or construed to be a consent to or waiver of obligations of the Trustor hereunder. Failure on the part of the Beneficiary to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by the Beneficiary of its right hereunder or impair any rights, powers or remedies consequent on any breach or Default by the Trustor.

(b) If the Beneficiary (i) grants forbearance or an extension of time for the payment of any sums secured hereby, (ii) takes other or additional security or the payment of any sums secured hereby, (iii) waives or does not exercise any right granted herein, or in the Agreement, (iv) releases any part of the Security from the lien of this Deed of Trust, or otherwise changes any of the terms, covenants, conditions or agreements of this Deed of Trust or the Agreement, (v) consents to the filing of any map, plat or replat affecting the Security, (vi) consents to the granting of any easement or other right affecting the Security, or (vii) makes or consents to any agreement subordinating the lien hereof, any such act or omission shall not release, discharge, modify, change or affect the original liability under this Deed of Trust, or any other obligation of the Trustor or any subsequent purchaser of the Security or any part thereof, or any maker, co-signer, endorser, surety or guarantor (unless expressly released); nor shall any such act or omission preclude the Beneficiary from exercising any right, power or privilege herein granted or intended to be granted in the event of any Default then made or of any subsequent Default, nor, except as otherwise expressly provided in an instrument or instruments executed by the Beneficiary shall the lien of this Deed of Trust be altered thereby. In the event of the sale or transfer by operation of law or otherwise of all or any part of the Property, the Beneficiary, without notice, is hereby authorized and empowered to deal with any such vendee or transferee with reference to the Security (or a part thereof) or the indebtedness secured hereby, or with reference to any of the terms, covenants, conditions or agreements hereof, as fully and to the same extent as it might deal with the Trustor and without in any way releasing or discharging any liabilities, obligations or undertakings of the Trustor.

Section 4.8 Suits to Protect the Security. The Beneficiary shall have power (upon ninety (90) days notice to the Trustor) to (a) institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Security (and the rights of the Beneficiary as secured by this Deed of Trust) by any acts which may be unlawful or any violation of this Deed of Trust, (b) preserve or protect its interest (as described in this Deed of Trust) in the Security and in the rents, issues, profits and revenues arising therefrom, and (c) restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement for compliance with such enactment, rule or order would impair the security thereunder or be prejudicial to the interests of the Beneficiary.

Section 4.9 Trustee May File Proofs of Claim. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting the Trustor, its creditors or its property, the Beneficiary, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of the Beneficiary allowed in such proceedings for the entire amount due and payable by the Trustor under

this Deed of Trust at the date of the institution of such proceedings and for any additional amount which may become due and payable by the Trustor hereunder after such date.

## ARTICLE V

### MISCELLANEOUS

Section 5.1 Amendments. This instrument cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.

Section 5.2 Reconveyance by Trustee. Upon written request of Beneficiary stating that all sums and other obligations secured hereby have been paid or performed, and upon surrender of this Deed of Trust to Trustee for cancellation and retention, and upon payment by Trustor of Trustee's reasonable fees, Trustee shall reconvey to Trustor, or to the person or persons legally entitled thereto, without warranty, any portion of the Property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in any reconveyance may be described as "the person or person legally entitled thereto."

Section 5.3 Attorneys' Fees. In the event that any parties hereto resort to legal action in order to enforce the provisions of this Deed of Trust or defend such suit, the prevailing party shall be entitled to receive reimbursement from the non-prevailing party for all reasonable attorneys' fees and all other costs incurred in commencing or defending such suit.

Section 5.4 Notices. Whenever Beneficiary, Trustor or Trustee shall desire to give or serve any notice, demand, request or other communication with respect to this Deed of Trust, each such notice, demand, request, or other communication shall be in writing and shall be effective only if the same is delivered by personal service or mailed by registered or certified mail, postage prepaid, return receipts requested, or by telegram, addressed to the address set forth in the first paragraph of this Deed of Trust. Any party may at any time change its address for such notices by delivering or mailing to the other parties hereto, as aforesaid, a notice of such change.

Section 5.5 Acceptance by Trustee. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

Section 5.6 Captions. The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Deed of Trust.

Section 5.7 Invalidity of Certain Provisions. Every provision of this Deed of Trust is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court of competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Security, the unsecured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the debt which is not secured or partially secured by the lien of this Deed of Trust.

Section 5.8 No Merger. If title to the Property shall become vested in the Beneficiary, this Deed of Trust and the lien created hereby shall not be destroyed or terminated by application of the doctrine of merger and, in such event, Beneficiary shall continue to have and enjoy all of the rights and privileges of Beneficiary under this Deed of Trust. In addition, upon foreclosure under this Deed of Trust pursuant to the provisions hereof, any leases or subleases then existing and affecting all or any portion of the Security shall not be destroyed or terminated by application of the law of merger or as a matter of law or as a result

of such foreclosure unless Beneficiary or any purchaser at any such foreclosure shall so elect. No act by or on behalf of Beneficiary or any such purchaser shall constitute a termination of any lease or sublease unless Beneficiary or such purchaser shall give written notice of termination to such tenant or subtenant.

Section 5.9 Governing Law. This Deed of Trust shall be governed by and construed in accordance with the laws of the State of California.

Section 5.10 Gender and Number. In this Deed of Trust the singular shall include the plural and the masculine shall include the feminine and neuter and vice versa, if the context so requires.

Section 5.11 Nondisturbance Agreement. In the event of any foreclosure of this Deed of Trust or a transfer in lieu of foreclosure, Beneficiary or other transferee shall recognize and not disturb the possession, tenancy, leasehold estate and rights of all tenants and occupants of the Property or any portion thereof, and shall honor and abide by all of the terms, covenants and conditions of each lease for the remaining balance of the term or extension thereof with the same force and effect as if Beneficiary or such other transferee were the original lessor under the lease; provided, however, that the tenant is not in default under its lease and Beneficiary or such other transferee shall not be (a) liable for any damage, loss or expense arising from any act or omission of any prior lessor (including Trustor) under any lease, (b) subject to any offsets, abatements, rent reductions or defenses which the tenant may be entitled to assert against any prior lessor (including Trustor) under any lease, or (c) liable or responsible for or with respect to the retention, application and/or return to the tenant of any security deposit paid to any prior lessor (including Trustor) under any lease, whether or not still held by any prior lessor (including Trustor), unless and until Beneficiary or such other transferee has actually received for its own account as lessor under the lease the full amount of such security deposit or a credit therefor. Each tenant and occupant of the Property shall, upon any foreclosure of this Deed of Trust or transfer in lieu of foreclosure, be bound to Beneficiary or such other transferee under all of the terms, covenants and conditions of the tenant's lease for the remaining balance of the term thereof or extension thereof, with the same force and effect as if Beneficiary or such other transferee were the original lessor under such lease, and the tenant shall attorn to Beneficiary or such other transferee as its lessor, such attornment to be effective and self-operative without the execution of any further instruments by either party, immediately upon the tenant's receipt of written notice from Beneficiary or such other transferee or from Trustor that title to the Property has vested in Beneficiary or such other transferee. Rent paid by a tenant or occupant to the transferee after receipt of such notice shall be considered to be rental payment under the lease.

Section 5.12. No Personal Liability. In the event of any default under the terms of this Deed of Trust, the sole recourse of the Beneficiary for any and all such defaults shall be by judicial foreclosure or by the exercise of the trustee's power of sale, and Trustor and its partners shall not be personally liable for the payment of the Promissory Note or for the payment of any deficiency established after judicial foreclosure or trustee's sale; provided, however, that the foregoing shall not in any way affect any rights the Beneficiary may have (as a secured party or otherwise) hereunder or under this Deed of Trust to recover directly from Trustor any amounts secured by this Deed of Trust, or any funds, damages or costs (including without limitation reasonable attorneys' fees and costs) incurred by Beneficiary as a result of fraud, misrepresentation or waste, and any costs and expenses incurred by the Beneficiary in connection therewith (including without limitation reasonable attorneys' fees and costs).

Section 5.13. Limited Partner Provisions. Certain provisions relating to Trustor's limited partner are set out on Exhibit B hereto and incorporated in this Deed of Trust by reference.

**IN WITNESS WHEREOF**, Trustor has executed this Deed of Trust as of the day and year first above written.

**TRUSTOR:**

**Placentia Veterans Village, L.P.,**  
a California limited partnership

By: Placentia Veterans Village LLC,  
a California limited liability company,  
its managing general partner

By: Mercy Housing California,  
a California nonprofit public benefit  
corporation, its manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: New Directions Housing LLC,  
a California limited liability company,  
its administrative general partner

By: New Directions, Inc.,  
a California nonprofit public benefit  
corporation, its sole member

By: \_\_\_\_\_  
Leo Cuadrado,  
Chief Operating Officer

By: \_\_\_\_\_  
David Baylor,  
Chairman of the Board

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

All that certain real property situated in the County of Orange, State of California, described as follows:

STATE OF CALIFORNIA

)

) ss.

COUNTY OF \_\_\_\_\_

)

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public,  
(Print Name of Notary Public)

personally appeared \_\_\_\_\_

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- Individual
- Corporate Officer

\_\_\_\_\_  
Title(s)

\_\_\_\_\_  
Title Or Type Of Document

- Partner(s)  Limited
- General

Attorney-In-Fact

Trustee(s)

Guardian/Conservator

Other: \_\_\_\_\_

\_\_\_\_\_  
Number Of Pages

Signer is representing:

\_\_\_\_\_  
Date Of Documents

Name Of Person(s) Or Entity(ies)

---

---

Signer(s) Other Than Named Above

## EXHIBIT B

### Trustor's Limited Partner Provisions

This Exhibit B – Trustor's Limited Partner Provisions (the "Rider") is attached to and made a part of that certain Deed of Trust and Assignment of Rents (Development Project Mitigated Fees Loan) (the "Mortgage") and modifies the Promissory Note ((Development Project Mitigated Fees Loan)) in the original principal amount of \$582,850 and related documents (the "Note" and, collectively with the Mortgage, the "Loan Documents") entered into between the City of Placentia ("Lender") and Placentia Veterans Village, L.P., a California limited partnership ("Trustor"), in connection with a loan by Lender to Trustor to be used in the development of a 49-unit multi-family affordable housing development known as Placentia Veterans Village (the "Project") on the property described in Exhibit A attached to the Mortgage (the "Project"). The Trustor and Lender hereto agree that the following terms and agreements shall be part of and shall modify or supplement each of the Loan Documents, and shall prevail in the event of conflict or inconsistency between this Rider and the Loan Documents:

1. **Non-recourse Obligation.** Payment and performance of the obligations set forth in the Loan Documents shall be non-recourse to Trustor and Trustor's partners, and the Lender's sole recourse with respect to the Loan shall be the right to foreclose under the Mortgage and other collateral forming part of the Loan Documents; provided that this provision shall not restrict any exceptions to non-recourse liability set forth in the Loan Documents, respecting such matters as fraud, waste and similar matters respecting actions of the General Partner of Trustor.

2. **General Partner Change.** The withdrawal, removal, transfer and/or replacement of the General Partner of Trustor pursuant to the terms of the Amended and Restated Partnership Agreement of Trustor ("Trustor's Partnership Agreement") shall not constitute a default under any of the Loan Documents, and any such actions shall not accelerate the maturity of the Loan; provided that Trustor agrees to notify the Lender of any proposed replacement General Partner prior to replacement, and, upon replacement, shall notify the Lender of the name and contact information of the replacement General Partner with reasonable promptness.

3. **Transfer of Limited Partner Interests.** Nothing in the Loan Documents shall limit or restrict the ability of Trustor's Limited Partner, U.S. Bancorp Community Development Corporation, its successors and assigns (the "Limited Partner") to transfer, sell or assign its ownership interest in Trustor, from time to time, without consent of Lender, provided that said Limited Partner remains liable for payment of any then unpaid capital contributions to Trustor, as and when payable, as set forth in Trustor's Partnership Agreement, notwithstanding any such transfer, sale or assignment. In particular, Lender hereby consents to any transfers, sales or assignments of membership interests in Trustor to any affiliate of the Limited Partner or any entity in which the Limited Partner, or an affiliate, is the manager or General Partner and agrees that such transfers shall not constitute defaults under the Loan Documents.

4. **Replacement of Management Agent.** The Lender acknowledges that Trustor's Limited Partner has the right, under the Trustor's Partnership Agreement, to direct the General Partner to remove the Project property management agent. Trustor agrees to give Lender notice of the proposed replacement management agent, and the Lender agrees to consent to same, assuming that such replacement property manager is acceptable to Trustor's Limited Partner and has experience in managing projects occupied by low-income households pursuant to Section 42 of the Internal Revenue Code.

5. **Notice.** Copies of all notices to Trustor under the Loan Documents shall be sent to Trustor's Limited Partner in accordance with the procedures for delivering notices set forth in the Loan Documents to the following address or such alternate or additional contact names and/or addresses of which Lender is so notified in writing by the Limited Partner:

U.S. Bancorp Community Development Corporation  
1307 Washington Avenue, Suite 300  
Mail Code: SL MO RMCD  
St. Louis, MO 63103  
Attn.: Director of LIHTC Asset Management  
Phone: (314) 335-2600

With a copy to:

Kutak Rock LLP  
1650 Farnam Street  
Omaha, NE 68102  
Attn: Jill H. Goldstein, Esq.  
Phone: (402) 346-6000

6. **Notice and Cure Rights.** The Lender agrees to give Trustor's Limited Partner written notice of any and all defaults by the Trustor under the Loan Documents, and an opportunity, at the Limited Partner's option, to cause the cure of such default within the cure periods set forth below, prior to exercising any remedies under the Loan Documents. The Lender agrees that the Limited Partner will have ten (10) days after the Limited Partner's receipt of notice of such default to cure, or cause the cure of a monetary default under the Loan Documents, and thirty (30) days (or such longer period as is set forth in the Loan Documents) after the Limited Partner's receipt of such notice to cure any non-monetary defaults under the Loan Documents, or, as to non-monetary defaults, such longer period as is reasonably necessary for the Limited Partner to cause cure, provided that cure is commenced within the above cure period and diligently prosecuted, including, without limitation, such time period as is necessary to remove Trustor's General Partner, if necessary in order to effect a cure. The Lender agrees to accept cure by the Limited Partner as if such cure were made by Trustor.

7. **Insurance and Condemnation Proceeds.** The Lender agrees that insurance and condemnation proceeds shall be used to rebuild or restore the Project provided that (i) if such proceeds are not reasonably sufficient to so rebuild or repair, sufficient additional funds are provided from other sources to rebuild or restore the Project and (ii) Lender shall have the right to reasonably approve plans and specifications for any major rebuilding and the right to reasonably approve disbursement of such proceeds under a construction escrow or similar arrangement, subject to the prior rights of any senior lenders.

8. **Partial Subordination to Section 42 Extended Use Commitment.** Notwithstanding anything herein to the contrary, if the Lender takes title to the Project through foreclosure or deed of lieu of foreclosure, the Property shall remain subject to the provisions of Section 42(h)(6)(E)(ii) of the Internal Revenue Code or any similar successor provision of the Code. This section shall apply notwithstanding the order of recording of any of the Loan Documents and the Extended Use Commitment, executed in connection with the allocation of federal low income housing tax credits to the Trustor for the Project pursuant to Section 42 of such Code.

9. **Force Majeure.** There shall be no default under the Loan Documents for construction or rehabilitation delays beyond the reasonable control of the Trustor, provided that such delays do not exceed 180 days or such longer period as may be specified in the Loan Documents.

10. **Purchase Rights.** The Lender consents to those purchase options and rights of first refusal in favor of the General Partner of Trustor or its designee which are set forth in Trustor's Partnership Agreement, and agrees that transfer of title to the Project in accordance therewith shall not constitute a default under the Loan Documents, provided that Trustor gives Lender prior written notice of such transfer and contact information for such transferee, and provided that the transferee agrees to assume the duties and obligations of the Trustor respecting the Loan on the same terms as those imposed on the Trustor.

11. **Lender Approvals.** Lender agrees that all approvals and consents of the Lender under the Loan Documents shall not be unreasonably withheld, delayed or conditioned. Further, amendments to Trustor's Partnership Agreement entered into in order to effect transfers or assignments of the Limited Partner's or the General Partner's interest pursuant to Sections 2, 3 and 10 above shall not require the consent or approval of the Lender.

12. **Prepayment.** Lender agrees that the loan evidenced by the Note may be prepaid in full or in part at any time without premium or penalty.

13. **Third Party Beneficiary.** Trustor's Limited Partner, and its successors and assigns, is a third party beneficiary of the rights of Trustor under the Loan Documents, as modified by this Rider and has the right to directly enforce such rights.

Document comparison by Workshare 9.5 on Friday, November 2, 2018 10:38:09 AM

Input:	
Document 1 ID	netdocuments://4830-3839-9354/1
Description	USBCDC- Placentia- City Impact Fee Deed of Trust
Document 2 ID	netdocuments://4830-3839-9354/2
Description	USBCDC- Placentia- City Impact Fee Deed of Trust
Rendering set	Kutak Option 1

Legend:	
<u>Insertion</u>	
<del>Deletion</del>	
<del>Moved from</del>	
<u>Moved to</u>	
Style change	
Format change	
<del>Moved-deletion</del>	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	39
Deletions	0
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	39



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: FINANCE DIRECTOR

DATE: DECEMBER 18, 2018

SUBJECT: **CONTRACT WITH HINDERLITER, DE LLAMAS AND ASSOCIATES (HdL) FOR SALES TAX ANALYSIS AND AUDITING SERVICES PERTAINING TO TRANSACTIONS AND USE TAX AND RESOLUTION AUTHORIZING HdL ACCESS TO THE CITY OF PLACENTIA'S TRANSACTIONS AND USE TAX INFORMATION WITH THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION**

FISCAL

IMPACT: **EXPENSE:** \$1,200 ANNUAL COST PLUS CONTINGENT FEE SERVICES  
**BUDGETED:** FINANCE DEPARTMENT PROFESSIONAL SERVICES  
ACCOUNT FISCAL YEAR 2018-19 BUDGET

### **SUMMARY:**

At the November 13, 2018 City Council meeting, Council approved a contract with Hinderliter, de Llamas and Associates (HdL) for sales tax monitoring and auditing services. With the passage of Measure U, a one cent transactions and use tax within the City of Placentia, Staff is requesting to have HdL monitor and audit the transactions and use tax to ensure compliance by all businesses in the City as well as on-line vendors.

### **RECOMMENDATION:**

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

1. Approve Professional Services Agreement with Hinderliter, de Llamas and Associates (HdL) for a \$1,200 annual cost, plus contingent fee services; and
2. Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney; and
3. Approve Resolution R-2018-XX, A resolution of the City Council of the City of Placentia authorizing examination of sales, use and transactions tax records.

**1. f.**  
**December 18, 2018**

**DISCUSSION:**

City Staff relies upon accurate, thorough sales tax collection information to estimate revenues for budgeting purposes, to assess progress in collecting sales tax revenue throughout the year and to monitor economic trends that can affect current or future budget estimates. Additionally, City Staff must be assured that sales tax received in the City is not paid to another agency in error. The specialized skills and equipment needed to undertake such analysis is beyond the scope of City Staff and specialized software is required. Therefore, it is more practical to hire consultants with the appropriate skills, training and equipment to perform sales tax analysis for the City. In November, City Council approved a contract with HdL for that service.

The State of California considers the recently passed Transactions and Use Tax (Measure U) to be a separate data base from the Bradley-Burns Sales Tax and requires a separate resolution and agreement to allow HdL access to the City's Transactions and Use Tax data. Furthermore, because the Transaction and Use Tax is a separate data base, it requires additional work on the part of HdL Companies that is outside of the scope of the original contract. HdL Companies has a \$100 a month charge for the Transactions and Use Tax reports. This information will be included in the quarterly reports/analysis we receive from HdL Companies.

HdL has other clients that have a transactions and use tax. It has been HdL's experience that much of the transaction and use tax issues involve non-payment rather than misallocation to another jurisdiction, HdL will charge a flat 25% of the initial recovery but no prospective payments. Currently, state laws are limited with transactions and use taxes imposed by local jurisdictions and HdL is limited in the amount of follow up once initial research has been done and the problem is brought to the attention of the California Department of Tax and Fee Administration.

**FISCAL IMPACT:**

Additional cost of \$1,200 per year can be absorbed in the Finance Department's Professional Service budget. The cost of this service is offset by the additional revenue that is located through HdL's auditing process of businesses that are not collecting the additional one cent tax.

**ALTERNATIVE OPTIONS:**

To not monitor and audit the newly enacted transactions and use tax could mean a significant loss of revenue to the City. This is especially important in the beginning stages of implementation of Measure U as businesses begin to collect and report the tax.

Prepared by:



Matt Reynolds  
Senior Management Analyst

Reviewed and approved:



Kim Krause  
Director of Finance

Reviewed and approved:



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Damien R. Arrula  
City Administrator

Attachments:

1. HdL Agreement
2. Resolution No. R-2018-XX

## **AGREEMENT FOR TRANSACTIONS TAX AUDIT & INFORMATION SERVICES**

This Agreement is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2018 by and between the CITY OF PLACENTIA, hereinafter referred to as "CITY" and HINDERLITER, DE LLAMAS AND ASSOCIATES a California Corporation, hereinafter referred to as "CONTRACTOR".

### **I. RECITALS**

WHEREAS, transactions tax revenues can be increased through a system of continuous monitoring, identification and correction of allocation errors and reporting deficiencies, and

WHEREAS, an effective program of transactions and use tax management can provide for more accurate budget forecasting and financial planning; and

WHEREAS, CITY desires the combination of data entry, report preparation, and data analysis necessary to effectively manage its Measure "U" transactions and use tax base the recovery of revenues either unreported or erroneously allocated to other jurisdictions; and

WHEREAS, CONTRACTOR has the programs, equipment and personnel required to deliver the transactions and use tax related services referenced herein;

THEREFORE, CITY and CONTRACTOR, for the consideration hereinafter described, mutually agree as follows:

## II. SERVICES

The CONTRACTOR shall perform the following services:

### A. DEFICIENCY/ALLOCATION REVIEWS AND RECOVERY

1. CONTRACTOR shall conduct on-going reviews to identify and correct unreported transactions and use tax payments and distribution errors thereby generating previously unrealized revenue for the CITY. Said reviews shall include:
  - (i) Comparison of county-wide local tax allocations to transactions tax for brick and mortar stores and other cash register-based businesses, where clearly all transactions are conducted on-site within the Measure "U" CITY boundaries, and therefore subject to transactions tax.
  - (ii) Review of any significant one-time use tax allocations to ensure that there is corresponding transaction tax payments for taxpayers with nexus within the CITY boundaries.
  - (iii) Review of state-wide transactions tax allocations and patterns to identify any obvious errors and omissions.
  - (iv) Identification and follow-up with any potentially large purchasers of supplies and equipment (e.g. hospitals, universities, manufacturing plants, agricultural operations, refineries) to ensure that their major vendors are properly reporting corresponding transactions tax payments to the Measure "U" Transactions Tax District.
2. CONTRACTOR will initiate, where the probability of an error exists, contacts with the appropriate taxpayer management and accounting officials to verify

whether current tax receipts accurately reflect the local sales activity. Such contacts will be conducted in a professional and courteous manner so as to enhance CITY's relations with the business community.

3. CONTRACTOR shall prepare and submit to the Department of Tax and Fee Administration all information necessary to correct any allocation errors and deficiencies that are identified, and shall follow-up with the individual businesses and the California Department of Tax and Fee Administration to ensure that all back quarter payments due the CITY are recovered.

#### B. DATA BASE MANAGEMENT, REPORTS AND STAFF SUPPORT

1. CONTRACTOR shall establish a database containing all applicable Department of Tax and Fee Administration (CDTFA) registration data for each business within the Measure "U" District boundaries holding a seller's permit account. Said database shall also identify the quarterly transactions and use tax allocations under each account for the most current and previous quarters where available.
2. CONTRACTOR shall provide updated reports each quarter identifying changes in allocation totals by individual businesses, business groups and by categories. Quarterly aberrations due to State audits, fund transfers, and receivables, along with late or double payments, will also be identified. Quarterly reconciliation worksheets to assist finance officer with budget forecasting will be included.
3. CONTRACTOR shall advise and work with CITY Staff on planning and economic questions related to maximizing revenues, preparation of revenue projections and general information on sales, transactions and use tax questions.

4. CONTRACTOR shall make available to CITY the HdL proprietary software program and Measure "U" database containing all applicable registration and quarterly allocation information for CITY business outlets registered with the Department of Tax and Fee Administration. The database will be updated quarterly.

### **III. CONFIDENTIALITY**

Section 7056 of the State of California Revenue and Taxation code specifically limits the disclosure of confidential taxpayer information contained in the records of the California Department of Tax and Fee Administration. This section specifies the conditions under which CITY may authorize persons other than CITY officers and employees to examine State Sales, Use and Transactions Tax records.

The following conditions specified in Section 7056 (b), (1) of the State of California Revenue and Taxation Code are hereby made part of this agreement.

- A. CONTRACTOR is authorized by this Agreement to examine sales, use or transactions and use tax records of the Department of Tax and Fee Administration provided to CITY pursuant to contract under the conditions established by the California Revenue and Taxation law.
- B. CONTRACTOR is required to disclose information contained in, or derived from, those sales, use or transactions and use tax records only to an officer or employee of the CITY who is authorized by resolution to examine the information.

- C. CONTRACTOR is prohibited from performing consulting services for a retailer, as defined in California Revenue & Taxation Code Section 6015, during the term of this Agreement.
- D. CONTRACTOR is prohibited from retaining the information contained in, or derived from those sales or transactions and use tax records, after this Agreement has expired. Information obtained by examination of Department of Tax and Fee Administration records shall be used only for purposes related to collection of local sales and use tax or for other governmental functions of the CITY as set forth by resolution adopted pursuant to Section 7056 (b) of the Revenue and Taxation Code. The resolution shall designate the CONTRACTOR as a person, authorized to examine sales and use tax records and certify that this Agreement meets the requirements set forth above and in Section 7056 (b), (1) of the Revenue and Taxation Code.

#### **IV. CONSIDERATION**

- A. CONTRACTOR shall be paid \$100 monthly billed quarterly for the transaction district tax reports that we include with the quarterly sales tax analyses. CONTRACTOR shall be paid 25% of the initial amount of new transactions or use tax revenue received by the CITY as a result of audit and recovery work performed by CONTRACTOR (hereafter referred to as "audit fees"). New revenue shall not include any amounts determined and verified by CITY or CONTRACTOR to be increment attributable to causes other than CONTRACTOR'S work pursuant to this agreement. In the event that CONTRACTOR is responsible for an increase in the tax reported by businesses already properly making tax payments to the CITY, it shall be CONTRACTOR'S responsibility to separate and support the incremental amount attributable to its efforts prior to the application of the audit fee. Said audit

fees will apply to state fund transfers received for those specific quarters identified as being missing and/or deficient following completion of the audit by CONTRACTOR and confirmation of corrections by the California Department of Tax and Fee Administration but shall not apply prospectively to any future quarter. CONTRACTOR shall provide CITY with an itemized quarterly invoice showing all formula calculations and amounts due for audit fees.

CONTRACTOR shall obtain prior approval from CITY for each specific business for which payment of audit fees will be expected. Said approval shall be deemed given when the City Manager or his/her designated representative, signs a Work Authorization form, a copy of which is attached as "Exhibit A." CITY shall pay audit fees upon CONTRACTOR'S submittal of evidence of State fund transfers and payments to CITY from businesses identified in the audit and approved by the CITY.

- B. Above sum shall constitute full reimbursement to CONTRACTOR for all direct and indirect expenses incurred by CONTRACTOR in performing audits including the salaries of CONTRACTOR'S employees, and travel expenses connected with contacting local and out-of-state businesses and the Department of Tax and Fee Administration Staff.
  
- C. Extra work beyond the Scope of Services set forth in this agreement shall not be performed by CONTRACTOR or reimbursed or paid for by CITY unless such extra work is specifically authorized in writing by City Manager or his/her designated representative. CONTRACTOR shall be compensated for any additional services in the amounts and in the manner as agreed to by the CITY and CONTRACTOR at the time the CITY's written authorization is given to CONTRACTOR for the performance of said services.

- D. Any invoices not paid in accordance with the Thirty (30) day payment terms, shall accrue monthly interest at a rate equivalent to ten percent (10%) per annum until paid.
- E. CONTRACTOR unilaterally retains the right to divide any recovery bills in excess of \$25,000 over a one (1) year period (Four (4) quarterly billings).
- F. CONTRACTOR shall provide CITY with an itemized quarterly invoice showing all formula calculations and amounts due for the audit fee (including, without limitation, a detailed listing of any corrected misallocations), which shall be paid by CITY no later than 30 days following the invoice date.

## **VI. CITY MATERIALS AND SUPPORT**

CITY shall adopt a resolution in a form acceptable to the California Department of Tax and Fee Administration and in compliance with Section 7056 of the Revenue and Taxation Code, authorizing CONTRACTOR to examine the confidential sales, use, and transactions tax records of CITY. CITY further agrees to continue CONTRACTOR'S authorization to examine the confidential records of the CITY by maintaining CITY'S name on the CITY Resolution until such time as all audit adjustments have been completed by the California Department of Tax and Fee Administration and audit fees due the CONTRACTOR have been paid.

## **VII. LICENSE, PERMITS, FEES AND ASSESMENTS**

CONTRACTOR shall obtain such licenses, permits and approvals (collectively the "Permits") as may be required by law for the performance of the services required by

this Agreement. CITY shall assist CONTRACTOR in obtaining such Permits, and CITY shall absorb all fees, assessments and taxes which are necessary for any Permits required to be issued by CITY.

#### **VIII. TERMINATION**

This Agreement may be terminated for convenience by either party by giving 30 days written notice to the other of such termination and specifying the effective date thereof. Upon the presentation of such notice, CONTRACTOR shall continue to work through the date of termination. Upon termination as provided herein, CONTRACTOR shall be paid the value of all tax analysis and reporting work performed less payments previously made by CITY. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to amounts due for any unpaid invoices, and to businesses identified by CONTRACTOR which make tax payments after termination of this Agreement as a result of CONTRACTOR'S work. After CITY receives said tax payments for such businesses, CONTRACTOR shall be paid the audit fees resulting from tax payments made by the business for back quarter reallocations. Compensation for any audit work previously authorized and satisfactorily performed shall be made at the times provided in the preceding section entitled "Consideration."

All documents, data, surveys and reports prepared by CONTRACTOR pursuant to this Agreement shall be considered the property of the CITY and upon payment for services performed by CONTRACTOR, such documents and other identified materials shall be delivered to CITY by CONTRACTOR.

#### **IX. INDEPENDENT CONTRACTOR**

CONTRACTOR shall perform the services hereunder as an independent contractor and shall furnish such services in his own manner and method, and under no circumstances

or conditions shall any agent, servant, or employce of CONTRACTOR be considered as an employee of CITY.

**X. COOPERATIVE AGREEMENT**

It is intended any other public agency (e.g., city, county, district, public authority, public agency, municipality, or other political subdivision of California) located in the state of California shall have an option to procure identical services as set forth in this Agreement. The CITY of Placentia shall incur no responsibility, financial or otherwise, in connection with orders for services issued by another public agency. The participating public agency shall accept sole responsibility for securing services or making payments to the vendor.

**XI. NON-ASSIGNMENT**

This Agreement is not assignable either in whole or in part by CONTRACTOR without the written consent of CITY.

**XII. ATTORNEY'S FEES**

In the event a legal action is commenced to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees.

**XIII. GOVERNING LAW**

The laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall also govern the interpretation of this Agreement.

#### **XIV. INDEMNIFICATION**

With respect to losses, claims, liens, demands and causes of action arising out of the CITY's use of the results of CONTRACTOR's services as provided to the City pursuant to this Agreement, CONTRACTOR hereby agrees to protect, defend, indemnify, and hold the CITY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments , penalties, interest, court costs, legal fees, and all other expenses incurred by the CITY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the CITY).

Except for losses, claims, liens, demands and causes of action arising out of the CITY's use of the results of CONTRACTOR's services as provided to the City pursuant to this Agreement, the CITY hereby agrees to protect, defend, indemnify, and hold CONTRACTOR free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character arising from CONTRACTOR's performance or lack of performance under this Agreement including, but not limited to, the amounts of judgments , penalties, interest, court costs, legal fees, and all other expenses incurred by CONTRACTOR arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the CONTRACTOR).

Each party to this Agreement agrees to investigate, handle, respond to, provide defense for, and defend at its sole expense any such claims, demand, or suit for which it has agreed to indemnify the other party pursuant to this paragraph. Each party also agrees to bear all other costs and expenses related to its indemnity obligation, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CONTRACTOR or the

CITY or to enlarge in any way the liability of CONTRACTOR or the CITY but is intended solely to provide for indemnification of each party from liability for damages or injuries to third persons or property arising from this contract or agreement on the terms set forth in this paragraph.

**XV. NOTICE**

All notices sent by a party under this Agreement shall be in writing and shall be deemed properly delivered to the other party as of the date of receipt, if received on a business day prior to 3:00 PM local time, or otherwise on the next business day after receipt, provided delivery occurs personally, by courier service, or by U.S. mail to the other party at its address set forth below, or to such other address as either party may, by written notice, designate to the other party. Notices to CONTRACTOR shall be sent to HINDERLITER, de LLAMAS and ASSOCIATES, 120 S State College Blvd., Suite 200, Brea, CA 92821; and notices to CITY shall be sent to CITY OF PLACENTIA, 401 E Chapman, Placentia, CA 92870

**XVI. ENTIRE AGREEMENT; ETC.**

This Agreement expresses the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous proposals, agreements, representations and understandings, whether written or oral, with respect to the subject matter. This Agreement may not be amended or modified except in writing signed by each of the parties hereto. This Agreement shall be construed as to its fair meaning and not strictly for or against either party. The headings hereof are descriptive only and not to be construed in interpreting the provisions hereof.

## **XVII. COUNTERPARTS; AUTHORITY TO SIGN**

This Agreement may be executed in any number of counterparts, each of which will constitute an original and all of which, when taken together, will constitute one agreement. Any signature pages of this Agreement transmitted by facsimile or sent by email in portable document format (PDF) will have the same legal effect as an original executed signature page. Each of the persons signing on behalf of a party hereto represents that he or she has the right and power to execute this Agreement on such party's behalf.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

CITY: CITY OF PLACENTIA

---

City Manager

CONTRACTOR:  
HINDERLITER, DE LLAMAS & ASSOCIATES  
A California Corporation

---

Andrew Nickerson, President

APPROVED AS TO FORM:  
CITY COUNSEL:

---

SAMPLE

SAMPLE

EXHIBIT A

Transactions Tax Audit

Work Authorization No. \_\_\_\_\_

The following business or businesses, located in the City of Placentia, have been identified as having the potential for generating additional tax revenues to the City of Placentia. Contractor is hereby authorized to contact the given business(s) and the California Department of Tax and Fee Administration to verify the accuracy of the current reporting methodology and obtain the necessary documentation for the Department of Tax and Fee Administration, to bill for uncollected transactions and use tax payments or modify misallocated payments and to return revenues that may be due to the District.

Contractor's compensation shall be \$100 monthly billed quarterly and 25% of the new transactions tax revenue received by the District as a result of audit and recovery work performed by Contractor, as set forth in the Agreement between Contractor and City.

CITY: CITY OF PLACENTIA

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

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

HINDERLITER, DE LLAMAS AND ASSOCIATES

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

Date \_\_\_\_\_

## RESOLUTION NO. R-2018-XX

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA AUTHORIZING EXAMINATION OF SALES, USE AND TRANSACTIONS TAX RECORDS

#### A. Recitals.

(i). Pursuant to Ordinance 73-O-127, the City of Placentia entered into a contract with the Department of Tax and Fee Administration to perform all functions incident to the administration and collection of local sales, use and transactions taxes.

(ii). The City Council of the City of Placentia deems it desirable and necessary for authorized representatives of the City to examine confidential sales, use and transactions tax records of the Department of Tax and Fee Administration pertaining to the sales, use and transactions taxes collected by the Department for the city pursuant to that contract.

(iii). Section 7056 of the California Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Department of Tax and Fee Administration records and establishes criminal penalties for the unlawful disclosure of information contained in, or derived from, the sales, use and transactions tax records of the Department.

(iv). All legal prerequisites to the adoption of the resolution have occurred.

NOW, THEREFORE, BE IT RESOLVED that the CITY COUNCIL OF THE CITY OF PLACENTIA does hereby resolve as follows:

1. That the City Administrator, or other officer or employee of the City designated in writing by the City Administrator to the Department of Tax and Fee Administration (hereafter referred to as Department), is hereby appointed to represent the City of Placentia with authority to examine sales, use and transactions tax records of the Department pertaining to sales, use and transaction taxes collected for the City by the Department pursuant to the contract between the City and the Department. The information obtained by examination of Department records shall be used only for purposes related to the collection of City sales, use and transactions taxes by the Department pursuant to that contract.

2. That the City Administrator, or other officer or employee of the City designated in writing by the City Administrator to the Department, is hereby appointed to represent the City with authority to examine those sales, use and transaction tax records of the department related to the following governmental functions of the City:

- (a) City Administration
- (b) Revenue Management and Budgeting
- (c) Community and Economic Development
- (d) Business License Tax Administration

The information obtained by examination of Department records shall be used only for those governmental functions of the City listed above.

3. That Hinderliter, de Lamas & Associates is hereby designated to examine the sales, use and transactions tax records of the Department pertaining to sales, tax and transactions taxes collected for the City of Placentia by the Department. The person or entity designated by this section meets all of the following conditions:

- (a) has an existing contract with the City of Placentia to examine those sales, use and transactions tax records;
- (b) is required by that contract to disclose information contained in, or derived from those sales, use and transactions tax records only to the officer or employees authorized under Sections 1 or 2 of this resolution to examine the information;
- (c) is prohibited by that contract from performing consulting services for a retailer during the term of that contract; and
- (d) is prohibited by that contract from retaining the information contained in, or derived from those sales, use and transactions tax records, after that contract has expired.

The information obtained by examination of Department records shall be used only for purposes related to the collection of City sales, use and transactions taxes by the Department pursuant to the contract between the City and the Department and for purposes relating to the governmental functions of the City listed in Section 2 of this resolution.

PASSED, ADOPTED AND APPROVED this 18th day of December 2018.

---

Rhonda Shader, 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 introduced and adopted at a regular meeting of the City Council of the City of Placentia, held on the 18th day of December 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

DATE: DECEMBER 18, 2018

SUBJECT: **AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT WITH EMPIRE MEDIA PRODUCTIONS FOR MEDIA PRODUCTION SERVICES**

FISCAL  
IMPACT: EXPENSE: NOT-TO-EXCEED \$4,650 MONTHLY  
REVENUE: PUBLIC, EDUCATIONAL, AND GOVERNMENTAL (PEG) FUNDS

### **SUMMARY:**

Empire Media Productions (Empire), which is owned by Mr. Eric Lowy, has been providing media production services for the City since Fiscal Year 2011-12. This service is funded using Public, Education, and Government (PEG) Funds. The term of this agreement is set to expire on December 31, 2018. The City will conduct a Request for Proposals (RFP) process to receive competitive proposals for this service. The RFP will be separated into two separate RFP categories, one for Broadcasting Services and one for Media Production Services. There are a variety of continuing services needed before the two RFP's are complete. Therefore, Staff is recommending that the current agreement with Empire continue on a month-to-month basis. This action approves Amendment No. 2 for a month-to-month agreement for media production services with Empire until the two separate RFP processes are completed and a top responsive bidder is selected for Broadcasting Services and Media Production Services.

### **RECOMMENDATION:**

It is recommended that City Council take the following actions:

1. Approve Amendment No. 2 to Professional Services Agreement with Empire Media Productions for Media Production Services on a month-to-month basis for a monthly amount not-to-exceed \$4,650; and
2. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

### **DISCUSSION:**

The City has been utilizing Empire since Fiscal Year 2011-12. After a comprehensive RFP process in 2015, on December 15, 2015, the City Council approved a Professional Services

**1. g.**  
**December 18, 2018**

Agreement with Empire Media Productions (Empire) in the amount of \$55,800 in annual PEG Funds. The term of this agreement is set to expire on December 31, 2018.

Empire serves as the City's media and cable production services contractor and assists the City with live broadcasting of City Council Meetings and special events such as the Heritage Festival. In addition, the contractor utilizes non-city owned media and computer software equipment to assist with the City's media production efforts.

The City will conduct an RFP process to receive competitive proposals for two separate categories: Broadcasting Services and Media Production Services. Broadcasting Services will include the broadcasting of all City Council Meetings and Special City Council Meetings. The scope of work will include the following:

- City Council Meetings are held the first and third Tuesday of the month at Placentia City Hall's Council Chambers, 401 E. Chapman Avenue in Placentia. Currently, the meetings are recorded and broadcasted live. The meetings are also replayed Tuesdays. The City of Placentia uses Granicus for our web streaming of City Council meetings. This process is dependent on an active feed from our equipment. This feed is checked before City Council meetings with enough time to troubleshoot any issues that may arise. Other preparation measures include updating the character generator slides, PowerPoint presentations in the Chamber and Caucus Room, and video and audio test. At the conclusion of the City Council Meetings, consultant shuts down all equipment; dubs the recording of the Council Meeting on a DVD and schedules the replay of the City Council Meeting.

Media Production Services will include media, photography and video production of City special events, programs and services. The scope of work will include the following:

Consultant will advise, develop and produce video productions for City Departments and special events including format, design, editing, preparation of storyboards, lighting, audio levels, designing sets, camera operation and creation of special effects.

The following list of scheduled meetings and special events are videotaped and broadcast:

- Heritage Festival and Parade
- State of the City Address
- Placentia Candidates Forum (Biannual event)

The selected Consultant must provide high quality photo documentation services to City Departments and City Council. The following are a list of special events that require photographic services. The current Contractor uses their own camera equipment to produce these high-quality photographs.

- Heritage Festival
- Concerts in the Park (2 per year)
- Movies in the Park (2 per year)
- Community Services Recreational Classes and Events

- Tamale Festival
- Tree Lighting Ceremony

The selected Consultant must also provide additional video documentation services to other City Departments and City Council, including training videos, special events, promotional videos, and public service announcements. These videos are short in length (typically between 3-5 minutes). The current Contractor uses their own camera equipment to produce these high-quality videos. The selected Consultant must provide audio/visual support to all City-owned facilities, City Council Chambers, and City Hall/Police Department conference rooms.

This action approves an amendment to the terms of the Professional Services Agreement with Empire to reflect a month-to-month agreement for media production services with Empire until the RFP process has been completed.

**FISCAL IMPACT:**

The Statewide Franchise Agreement requires cable service providers such as Time Warner Cable and AT&T U-verse to assess a one-percent (1%) PEG Fee on their customers. The PEG Fee is provided to cities for equipment, contracted personnel, and capital improvements of cable and broadcast systems that are used to communicate information to the public. The funds are used to pay for upgrades in the City's media production booth, audio and visual equipment and supplies. Funding for media production services will come solely from restricted PEG Funds. Amendment No. 1 to the Professional Services Agreement will be at a cost of \$4,650 monthly in PEG funding until the two separate RFP processes are completed, and a top responsive bidder is selected for Broadcasting Services and Media Production Services.

Prepared by:



Jeannette Ortega  
Assistant to the City Administrator/  
Economic Development Manager

Reviewed and approved:



Damien R. Arrula  
City Administrator

**Attachments:**

1. Amendment No. 2 to Professional Services Agreement with Empire Media Productions
2. Professional Services Agreement with Empire Media Productions

## **AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT**

This Amendment No. 2 ("Amendment") to Professional Services Agreement is made and entered into effective the 18<sup>th</sup> day of December 2018, by and between the CITY OF PLACENTIA, a Charter City and Municipal Corporation ("City"), and EMPIRE MEDIA PRODUCTIONS ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and or collectively referred to as the "Parties."

### **RECITALS**

(i) City and Consultant entered into an Professional Services Agreement ("Agreement") effective January 1, 2016 through which Consultant, as an independent contractor, has performed media production services to the City of Placentia as more fully explained in the Agreement.

(ii) The Parties desire to amend the Agreement to provide for changes in the term of the Agreement.

(iii) All legal prerequisites to the making of this Amendment No. 2 have occurred.

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

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

Consultant shall be paid as set forth in RFP and Proposal, attached hereto as Exhibit A and Exhibit B. Consultant's monthly compensation shall not exceed Four Thousand Six Hundred and Fifty Dollars (\$4,650.00).

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

This Agreement shall commence on the Effective date of this Amendment No. 2 and continue on a month-to-month agreement, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

3. All other terms and conditions of the Agreement shall remain in full force and effect.

4. The Agreement, all amendments together with this Amendment No. 2 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. 2 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. 2 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. 2 to the Professional Services Agreement to be executed as of the day and year first above written.

CONSULTANT

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

CITY OF PLACENTIA

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Damien R. Arrula, City Administrator

ATTEST:

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

APPROVED AS TO FORM:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Christian L. Bettenhausen, City Attorney

**EXHIBIT A**  
**REQUEST FOR PROPOSALS**



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## REQUEST FOR PROPOSALS

### MEDIA PRODUCTION SERVICES

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**Proposals must be received in the City Clerks Office,  
401 E. Chapman Avenue, Placentia, CA 92870, by:**

**Thursday, October 29, 2015 at 10:00 a.m.**

1. Proposals shall be in a sealed envelope or package marked with the bidder's Name and the Request for Proposals title. All Proposers are required to use the form in Appendix C to be submitted on a **separate envelope** with their proposal.
2. Faxed Proposals will not be received or considered.
3. Deadline for all questions is Monday, October 12, 2015 at 5:00 p.m. Please submit questions related to this RFP via email at [edelatorre@placentia.org](mailto:edelatorre@placentia.org).

## **INTRODUCTION**

The City of Placentia ("Placentia" or "City") hereby requests proposals from qualified public or private firms, to establish a contract for Media Production Services. The City's current annual Professional Services Budget for this service is \$55,800. The selected Proposer is scheduled to commence on January 1, 2016 to June 30, 2018 with an option for a two (2) year extension. The successful Proposer shall have the knowledge, expertise, staff, and availability to provide comprehensive technical media production support in a public sector environment.

Proposals will be evaluated on the basis of the overall best value to the City based on quality, service, price and any other criteria set out herein including, but not limited, to the Proposer's ability to meet the requirements, qualifications and competencies set out herein.

## **CITY OVERVIEW**

Primarily known as a bedroom community, the City of Placentia, which is nestled in northern Orange County, is a family oriented community of approximately 51,000 residents. Placentia serves an area of approximately 6.7 square miles and has retained the small town image that has remained since settlers arrived more than 100 years ago.

Placentia is home to 17 churches, one library, 16 parks, two public swimming pools and a private country club. Other recreational facilities include Backs Community Building, Tynes Gymnasium, Oberle Gymnasium, Whitten Community Center, Koch Park Recreation Center, Gomez Community Center, Edwin T. Powell Building/Senior Citizens Center/Cathy Torrez Learning Center. Annual events include the Heritage Festival, National Night Out, Concerts and Movies in the Park, Las Posadas and Tamale Festival, and Veterans Day Observance Program.

The City operates and maintains a full range of municipal services, including Police, Administration, Public Works, Community Services, Finance, and Community Development Departments. The City contracts fire services with the Orange County Fire Authority.

## **BACKGROUND**

The City currently outsources its Media Production Services with a private company under a Consulting Services Agreement. The term of this agreement expired June 30, 2015 and is currently on a month to month contract. City Council has directed City Staff to solicit Requests for Proposals for Media Production Services.

The Media Production Services Division is currently staffed by two part-time consultants and is responsible for all of the audio/visual needs of the City. This includes all aspects of managing a 24-hour municipal access television channel and maintenance and support services of audio/visual presentation systems in numerous City facilities. This involves producing and directing live public meetings in the Council Chambers, including but not limited to all City Council Meetings, Planning Commission Meetings, and special meetings, workshops, and trainings. In addition, the Media Production Services Division produces special programming and event productions for special projects and community events.

City Council Meetings are held the first and third Tuesday of the month at Placentia City Hall's Council Chambers, 401 E. Chapman Avenue in Placentia. Currently, the meetings are recorded and broadcasted live. The meetings are also replayed Tuesdays. The City has multiple special meetings throughout the year and those are also broadcasted and recorded. The City of Placentia uses Granicus for our web streaming of City Council meetings; this process is dependent on an active feed from our equipment. This feed is checked before City Council meetings, with enough time to troubleshoot any issues that may arise. Other preparation measures include updating the character generator slides, PowerPoint presentations in the Chamber and Caucus Room, and video and audio test. At the conclusion of the City Council Meetings, staff shuts down all equipment; dubs the recording of the Council Meeting on a DVD, and schedules the replay of the City Council Meeting.

## **SCOPE OF SERVICES**

The selected Proposer must agree to the following scope of services:

### **Production and Technical Tasks**

Advise, develop and produce video productions for City Departments, special events, City Council and Commissions, including format, design, writing of scripts, interview questions, editing, preparation of storyboards, lighting, audio levels, designing sets, camera operation and creation of special effects.

The following list of scheduled meetings and special events are videotaped and broadcast:

- City Council Regular Meetings: 1<sup>st</sup> and 3<sup>rd</sup> Tuesday of the month at 7:00 p.m.
- Special City Council Meetings: As needed, usually held opposite Tuesdays of regular meeting
- Planning Commission: 2nd Tuesday of the month
- Heritage Festival and Parade: Annual event in October
- State of the City Address: Annual event typically held in the Spring
- Placentia Candidates Forum: Biannual event typically held in September

For the Heritage Festival and Parade and the State of the City, the City currently rents the camera system through a third party vendor.

In addition to the listed meetings/special events, the selected Proposer must:

- Provide high quality photo documentation services to City Departments and City Council. The following are a list of special events that require photographic services. The current Contractor uses their own camera equipment to produce these high quality photographs.
  - National Night Out
  - Concerts in the Park (2 per year)
  - Movies in the Park (2 per year)
  - Community Services Recreational Classes and Events
  - Tamale Festival and Tree Lighting Ceremony

- Provide additional video documentation services to other City Departments and City Council, including training videos, special events, promotional videos, and public service announcements. These videos are short in length (typically between 3-5 minutes). The current Contractor uses their own camera equipment to produce these high quality videos.
- Repair/maintain and adjust a variety of City owned production equipment, including video cameras, microphones, television monitors, character generators, computer hardware/software and other accessories.
- Perform video equipment engineering, equipment networking, and system installation, manage assigned video/cable related projects, and develop audio/video equipment specifications.
- Manage City owned computer hardware/software systems, related to media production and keep current with software updates.
- Must have requisite knowledge of linear and non-linear editing systems, multiple audio/video formats, audio/video engineering, audio mixers, television lighting, computer graphics, scheduling and playback systems, and web streaming.
- Must have requisite knowledge in Apple Final Cut Pro, Adobe Photoshop, Broadcast Pix, and Leightonix nexus. These systems are currently installed on City owned equipment.
- Manage and maintain music and special effects libraries on City owned equipment.
- Coordinate proper file conversion for broadcast systems, computer systems and web-based systems.
- Work extensive and variable hours when necessary, including evenings and weekends. This includes being able to respond to Placentia to film events and meetings on short notice. On-call time availability should be specified in responses.

#### **Administrative Tasks**

- Coordinate the production of televised video programs for the City's municipal access channel (PCTV), including scheduling and monitoring of playback quality.
- Coordinate and monitor public, education, and government channels with cable company representatives.
- Prepare production schedules.
- Specify and request equipment and supplies for the Media Production Services Division.
- Audio/video systems research and design.
- Develop policies and procedures for municipal cable access programs and write goals and objectives for public programming.
- Respond to public requests for information regarding PCTV programs and schedule.
- Work with City Clerk's Office and City Attorney's Office to provide and maintain video and audio archives.

#### **Support Services**

- Provide special event audio/visual set-up to other City Departments and Staff at various locations throughout the City.

- Provide digital file conversion for other City departments and Staff.
- Provide video duplication services to the public, staff and City Council. Be familiar with the requirements of the California Public Records Act and be able to coordinate with Staff to comply with both public records requests and records retention.
- Organize and maintain video library and digital archives of multiple formats, including the organization of recorded public meetings and historical footage.
- Maintain historical video and photo archives.

#### **Channel and Web Coordination**

- Maintain and monitor web streaming of municipal access channel, including maintenance of public meetings.
- Create and maintain community programming on PCTV.
- Develop and maintain social media efforts for PCTV, including general announcements for City business.
- Work with other City Departments to promote City programs and events on television and the web.
- The City's current website provider is CivicPlus. The media content is uploaded through an online Content Management System provided by CivicPlus.
- The approximate percentage of time occupied by each major task category for existing staff is as follows: Production/Technical Tasks: 50%; Administrative Tasks: 10%; Support Services: 20%; Channel/Web Coordination: 20%.

### **PROPOSAL FORMAT GUIDELINES**

Interested contractors are to provide the City of Placentia with a thorough proposal using the following guidelines:

Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, and graphic exhibits. Each proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected. The following proposal sections are to be included in the Proposer's response:

#### **Vendor Application Form and Cover Letter**

Complete Appendix A, "Request for Proposal-Vendor Application Form" and attach this form to the cover letter. A cover letter, not to exceed a page in length, should summarize key elements of the proposal. An individual authorized to bind the Proposal must sign the letter. The cover letter must stipulate that the proposal price will be valid for a period of at least ninety (90) days.

**Staffing**

Provide a list of individual(s) who will be working during this contract period and indicate the functions that each will perform. Include a resume for each designated individual.

Upon award and during the contract period, if the contractor chooses to assign different personnel to this RFP, the Contractor must submit their names and qualifications including information listed above to the City for approval before they begin work.

**Work Schedule**

Provide a sample weekly work schedule. The current work schedule for this service is as follows:

Staff	Monday	Tuesday*	Wednesday	Thursday	Total Weekly Hours
Media Production Assistant	8:00 a.m. – 1:00 p.m.	20			
Media Production Assistant	1:00 p.m. – 6:00 p.m.	20			

\*During City Council Meetings, both Media Production Assistants arrive at 3:00 p.m. until the conclusion of the Council Meeting.

Placentia City Hall is currently open from 7:30 a.m. – 6:15 p.m. Monday through Thursday.

**Qualifications**

The information requested in this section should describe the qualifications of the firm or entity, including similar services within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

- Names of key staff that participated on named projects and their specific responsibilities with respect to this RFP.
- A summary of your firm's or entity's demonstrated capability, including length of time that your firm has provided the services being requested in this Request for Proposal.

For private Proposers, provide at least three references that have received similar services from your firm. The City of Placentia reserves the right to contact any of the organizations or individuals listed. Information provided shall include:

- Client Name
- Project Description
- Project start and end dates
- Client project manager name, telephone number, and e-mail address.

For all Proposers, please provide a DVD or links to samples of your video productions and a video of

your key staff that will be performing in Placentia. Samples should be provided of a Council/Commission/Board Meeting, public service announcement, sports broadcast, training video, or informational video.

**Fee Proposal**

All Proposers are required to use the form in Appendix C to be submitted on a **separate envelope** with their proposal. Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated. Proposals shall be valid for a minimum of 90 days following submission.

**Sample Agreement**

The firm selected by the City will be required to execute a Consulting Services Agreement with the City. The form of the Agreement is enclosed as Appendix D, but may be modified to suit the specific services and needs of the City. If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.

**SCHEDULE (Subject to Change as Required)**

Release of Request for Proposal	September 29, 2015
Deadline for Written Questions	October 12, 2015
Proposals Due	October 29, 2015
Proposals Reviewed and Evaluated	October 29 – November 5, 2015
City Council Consideration	Tentative – November 17, 2015
Contract Scheduled to Begin	Tentative - January 1, 2016

**PROCESS FOR SUBMITTING PROPOSALS**

Interested vendors must prepare a sealed quote package that contains three (3) printed and signed copies of this Request for Proposals. **Appendix C must be submitted on a separate envelope.** Responses received after October 29, 2015 at 10:00 a.m. will not be considered. Postmark date will not constitute timely delivery. Agencies are solely responsible for ensuring timely receipt of their responses. The City reserves the right to cancel this RFP at any time and for any reason without any liability to any proponent or to waive irregularities at their own discretion. The City reserves the right to accept or reject any or all bids.

**Questions**

Questions about this RFP must be directed in writing, via email to Eddie De La Torre, Senior Management Analyst at [edelatorre@placemita.org](mailto:edelatorre@placemita.org) by Thursday, October 12, 2015 at 5:00 p.m. The City reserves the right to amend or supplement this RFP prior to the proposal due date. All amendments, responses to questions received, and additional information will be posted to the

Placentia Official City Website – Current RFP's. Proposers should check this webpage daily for new information. The City will endeavor to answer all written questions in a timely order. The City reserves the right not to answer all questions. No questions other than written will be accepted, and no response other than written will be binding upon the City.

**Submittal Instructions**

Complete written proposals must be submitted in sealed envelopes marked and received no later than 10:00 a.m. (P.S.T) on Thursday, October 29, 2015 to the address below. Proposals will not be accepted after this deadline. Faxed or e-mailed proposals will not be accepted.

City of Placentia  
Attn: City Clerk  
401 E. Chapman Avenue  
Placentia, CA 92870  
RE: RFP for Media Production Services

**EVALUATION CRITERIA**

An RFP Review Committee will evaluate all proposals based upon, but not limited to, the following criteria and will be assigned a score with a maximum of 100 points:

- Professional qualifications and capabilities of the firm and its personnel (10 points maximum).
- Past experience of the project manager to successfully manage such a service (20 points maximum).
- Relevant experience of the firm with similar types of projects (20 points maximum).
- Results of reference checks (15 points maximum).
- Overall quality of the proposal, including clarity of content (10 points maximum).
- Demonstration of a clear understanding of the service (10 points maximum).
- Cost related to the level of work proposed and work schedule (15 points maximum).

The City of Placentia reserves the right to require an oral interview of any and all respondents prior to the final scoring and selection. In the event an oral interview is required, the respondents will be provided with a minimum advanced notice of one (1) week.

**EVALUATION OF PROPOSALS AND SELECTION PROCESS**

An RFP Review Committee (Committee), which includes members of the City Staff and one private audio/visual specialist, will screen and review all proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

### **Responsiveness Screening**

Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their proposals.

### **Initial Proposal Review**

The Committee will initially review and score all responsive written proposals based upon the Evaluation Criteria set forth above. The Committee will contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation on a selection to the City Council.

## **DISCLOSURE OF GOVERNMENTAL POSITION**

In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached "Disclosure of Government Positions Form."

## **LEGAL REQUIREMENTS**

The contract awarded shall be governed in all respect by the laws of the State of California, and any litigation with respect thereto shall be brought in the courts of the State of California. The company awarded the contract shall comply with applicable federal, state, and local laws and regulations and comply with the following terms:

- The City has the right to reject any and all proposals.
- The City is not liable for any costs incurred in responding to the RFP.
- All documents submitted in response to the RFP are public documents subject to disclosure as permitted by the California Public Records Act.
- From the issue date of this solicitation until a firm is selected and the selection is announced, the firm's are not allowed to communicate for any reason with any City Staff except through the person named herein for questions. For violation of this provision, the City shall reserve the right to reject the proposal of the offending firm.
- The selected consultant will be required to enter into a Consulting Services Agreement with

the City of Placentia which includes the City's standard Terms and Conditions including insurance requirements.

- Proposals submitted early may be withdrawn by the firm prior to the Proposal Due Date specified above. Following the Proposal Due Date, the Proposal constitutes a binding offer and may not be withdrawn by the firm prior to the award.
- The City of Placentia reserves the right to: (a) waive minor irregularities or variances, non-material bid formalities or defects in any proposal; (b) reject any and all proposals, in whole or in part, submitted in response to this solicitation; (c) request clarifications from all firms; (d) request resubmissions from all firms; (e) make partial, progressive or multiple awards; and (f) take any other action as permitted by law and/or the City's Procurement Ordinance.
- Evidence of Ability to Perform. Before the award of any contract, each respondent may be required to demonstrate to the satisfaction of the City, or the designated committee, that it has the necessary facilities, ability, and resources to provide the services specified herein. The City of Placentia may make reasonable requests deemed necessary and proper to determine the scope-of-work, and the respondent shall furnish to the City of Placentia all information for this purpose.

**REQUEST FOR PROPOSALS  
MEDIA PRODUCTION SERVICES**

**Vendor Application Form**

Type of Applicant:     New                       Current Vendor

Legal Contractual Name of Corporation: \_\_\_\_\_

Contact Person for Agreement: \_\_\_\_\_

Corporate Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Person for Proposals: \_\_\_\_\_

Title: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Business Telephone: \_\_\_\_\_ Business Fax: \_\_\_\_\_

Website: \_\_\_\_\_

Is your business: (check one)

- NON PROFIT CORPORATION                       FOR PROFIT CORPORATION

Is your business: (check one)

- CORPORATION     LIMITED LIABILITY PARTNERSHIP
- INDIVIDUAL     SOLE PROPRIETORSHIP
- PARTNERSHIP     UNINCORPORATED ASSOCIATION

Federal Tax Identification Number: \_\_\_\_\_

City of Placentia Business License Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

(If none, you must obtain a Placentia Business License upon award of contract.)

**DISCLOSURE OF GOVERNMENT POSITIONS FORM**

**MEDIA PRODUCTION SERVICES**

Each Proposer shall disclose below whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

<b>Name</b>	<b>Agency</b>	<b>Position</b>	<b>Dates of Employment</b>

**PRICING PROPOSAL FORM**

**MEDIA PRODUCTION SERVICES**

**(PLACE THIS FORM ON A SEPARATE ENVELOPE)**

Provide hourly rates, along with estimated annual pricing in accordance with the City's current requirements, as set forth in the Scope of Work. Proposer should use a separate form to state pricing for any added value.

Pricing shall remain firm for a minimum of two (2) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at [www.bls.gov](http://www.bls.gov).)

Employee	Hourly Rate	Hours Worked in a Week	Annual Hours	Total Cost

<b>Total Estimated Annual Price: July 1<sup>st</sup> - June 30<sup>th</sup></b>	<b>\$</b>
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Please provide a time estimate for response to calls for unscheduled video/production services on an as-needed basis and specify any fees or costs associated with such calls.

Contractor represents that it, its employees and subcontractors have all licenses, insurance, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Compensation for the above services shall be based on the actual amount of time spent in adequately performing the Services, and shall be billed at the hourly rate(s) for the positions described.

Invoices shall be submitted to the City monthly as performance of the Services progresses. City shall review and pay the approved charges on such invoices in a timely manner.

**EXHIBIT B**  
**CONSULTANT'S PROPOSAL**

**City of Placentia**  
**Request for Proposal**  
**Media Production Services**

# **EMPIRE MEDIA PRODUCTIONS**

**Daniel Fenstermaker**  
**Owner | Empire Media Productions**  
**714.393.7883 | [Dan@EmpireMediaProductions.org](mailto:Dan@EmpireMediaProductions.org)**  
**October 29, 2015**

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## Empire Media Productions

212 San Gabriel Lane, Placentia, CA. 92870

Cell: 714-393-7883 - dan@empiremediaproductions.org

October 29, 2015

City of Placentia  
401 E. Chapman Avenue  
Placentia, CA 92870  
(714) 993-8117

To Whom It May Concern:

Empire Media Productions is submitting the enclosed proposal for consideration to provide media production services to the City of Placentia. The attached proposal including price is valid for a period of at least ninety (90) days.

Empire Media Productions (EMP) has been in the media services business since 2011, specializing in providing media service solutions to local government agencies. At EMP, we pride ourselves in offering an exceptionally high level of service at a competitive rate. We also value and understand the importance of respectfully and effectively communicating with city staff, elected officials, and residents. Our highly trained staff provides production and technical services for city council meetings as well as special events and is equipped to handle all maintenance and repair of media equipment. We also handle administrative tasks such as monitoring public, education, and government channels as well as working as a liaison between cable company representatives and city staff. We are prepared to provide a media productions coordinator and assistant who will be working in City Hall Monday-Thursday for a combined total of 40 weekly hours at a price of \$55,800.

We are proud to have served the City of Placentia with their media production needs for the past four years. It is our sincerest hope that we may continue to work with this amazing city for many years to come. Please do not hesitate to contact me if you have further questions regarding this proposal. Thank you for your consideration.

Sincerely,



Daniel Fenstermaker-Owner

**REQUEST FOR PROPOSALS  
MEDIA PRODUCTION SERVICES**

**Vendor Application Form**

Type of Applicant:     New                       Current Vendor

Legal Contractual Name of Corporation: Empire Media Productions

Contact Person for Agreement: Dan Fenstermaker

Corporate Mailing Address: 212 San Gabriel Lane

City: Placentia    State: Ca                      Zip Code: 92870

E-Mail Address: dan@empiremediaproductions.org

Phone: 714.393.7883    Fax: \_\_\_\_\_

Contact Person for Proposals: Dan Fenstermaker

Title: Owner    E-Mail Address: dan@empiremediaproductions.org

Business Telephone: 714.393.7883                      Business Fax: \_\_\_\_\_

Website: www.empiremediaproductions.org

Is your business: (check one)

- NON PROFIT CORPORATION                       FOR PROFIT CORPORATION

Is your business: (check one)

- CORPORATION     LIMITED LIABILITY PARTNERSHIP
- INDIVIDUAL     SOLE PROPRIETORSHIP
- PARTNERSHIP     UNINCORPORATED ASSOCIATION

Federal Tax Identification Number: 558-95-1264

City of Placentia Business License Number: TBD                      Expiration Date: TBD

(If none, you must obtain a Placentia Business License upon award of contract.)

## Staffing

In order to offer the personal care and concern to each local agency we service, EMP employs subcontractors who are on the cutting edge of media production services with knowledge and expertise in new ways of video production, marketing, and photography. EMP and its subcontractors are fully insured.

As the owner of EMP, Daniel Fenstermaker will manage EMP subcontractors, communicate and follow up with city staff to ensure the City's media service needs are being met, sit in on key meetings to help coordinate major city events, and assist with any production coordinator duties as needed.

Subcontractors for EMP are:

Eric Lowy -- Eric is a resident of Yorba Linda, California with extensive knowledge of live productions and broadcasts on various types of equipment. Eric has worked on countless live city council broadcasts as well as theatrical productions. As a graduate of El Dorado High School, Eric has a firm appreciation for his local community. As the Media Productions Coordinator, Eric Lowy will be in charge of:

- Any and all day-to-day duties of Placentia Government Media Production
- Routine maintenance of City equipment
- Routine updating of public information on the City's PEG channel and website
- Assisting City Clerk's Office with Public Records Requests
- Assisting City Clerk's Office with City Council Meeting Agenda Postings as well as Meeting Archiving
- Production of any and all Official City Meetings that might require any audio and/or video broadcasting, recording and/or record keeping
- Media Production in the promotion and coverage of any City sponsored events
- Supervision and scheduling of any and all Media Production Assistants
- Assisting in overseeing any capital improvement projects pertaining to audio visual upgrades within City of Placentia facilities
- Weekly meetings and briefings with Placentia City Staff
- Consultation regarding any kind of media needs the agency may have

Eric Hood -- Eric is a graduate of California State University Long Beach Film School with an emphasis in cinematography. Aside from his skills as a cinematographer, Eric has an incredible photographic eye with many of his photos being published in marketing materials for agencies such as The Association of California Cities Orange County, and the City of Brea. Eric also has

extensive experience with live city council broadcasts. As the Media Productions Assistant, Eric Hood will be responsible for:

- Any and all day to day duties of Placentia Government Media Production
- Routine maintenance of City equipment
- Routine updating of public information on the City's PEG channel and website
- Assisting City Clerk's Office with Public Records Requests
- Assisting City Clerk's Office with City Council Meeting Agenda Postings as well as Meeting Archiving
- Production of any and all Official City Meetings that might require any audio and/or video broadcasting, recording and/or record keeping
- Media Production in the promotion and coverage of any City sponsored events

DANIEL A. FENSTERMAKER

680 Birchwood Lane Corona, CA 92882 - 714.393.7883 - dan@empiremediaproductions.org

## **MEDIA SERVICES SPECIALIST**

Highly qualified professional, offering progressive background and skills in overseeing daily operations of Media Production, including preparation and recording of the activities and decisions of the City Council and codification and maintenance of official City records; administering day to day operations of City PEG Channels; and providing highly responsible and complex administrative support to the City Communications and Marketing Department.

Highly skilled with the latest technology in media production and editing. Expert in documenting and record keeping, analyzing data, resolving problems and providing superb customer service. Experienced in writing comprehensive reports and delivering various presentations to City Council, city staff and the community. Effective supervisory skills, exhibiting the ability to motivate diverse groups to achieve a targeted goal.

### **Education & Professional Development**

**Film and Television** Orange Coast College, Costa Mesa, CA  
**Media Aesthetics and Communications** Fullerton College, Fullerton, CA  
(Over 60 Units Completed)

### **Trainings:**

Various Independent Film Courses and Seminars in Los Angeles, CA

### **Professional Experience**

#### **EMPIRE MEDIA PRODUCTIONS 2011-Present OWNER - CEO**

Providing a wide range of Media Production solutions to various clients on a contractual basis.

- City of Placentia - Media Production Coordinator, providing services for day to day operations of Placentia's PEG Channel (PCTV) including directing broadcasts of all City Council Meetings, managing City Website, and managing Placentia's Granicus account.
- City of Villa Park - Media Production Coordinator, providing services for day to day operations of Villa Park's PEG Channel (VPTV) including directing broadcasts of all City Council Meetings.
- Tripepi Smith & Associates - Handling all Video Production work for the firm geared towards marketing, technology, and public affairs.
- City of Brea - Contractual consulting work on various projects, providing occasional services for day to day operations of Brea's PEG Channel, including directing broadcasts of several City Council Meetings.
- City of Brea Chamber of Commerce - Contractual consulting work on various projects involved with special events, fundraising, and marketing.

#### **CITY OF PLACENTIA 2001-2011**

#### **ADMINISTRATION DEPARTMENT - MEDIA PRODUCTION COORDINATOR**

Media Production Coordinator, providing services for day to day operations of Placentia's PEG Channel (PCTV) including directing broadcasts of all City Council Meetings, managing City Website, and managing Placentia's Granicus account.

DANIEL A. FENSTERMAKER

**Professional References**

**Jeannette Ortega, Economic Development Manager**  
City of Placentia - Department of Administration  
401 East Chapman Avenue, Placentia, California 92870  
Office (714) 993-8264

**Jarad Hildenbrand, City Manager/City Clerk**  
City of Villa Park - Office of the City Manager  
17855 Santiago Boulevard  
Villa Park, California 92861  
Office (714) 998-1500  
FAX (714) 998-1508

**Ken A. Domer, Assistant City Manager**  
City of Huntington Beach - Office of the City Manager  
2000 Main Street  
Huntington Beach, California 92648  
Office (714) 536-5236  
FAX (714) 536-5233

**Jon Nicks, Deputy Director of Orange County Parks**  
County of Orange - OC Parks  
13042 Old Myford Road, Irvine, California 92602  
Office (714) 973-6865

**Karen Ogawa, Director of Administrative Services**  
City of Walnut - Department of Administration  
21201 La Puente Road  
Walnut, California 91789  
Office (909) 595-7543  
Fax (909) 595-6095



dances. As well as media managing of raw footage and editing of footage for DVD yearbooks. Over seeing crews of up to 10 people.

2013 - 2015                                      LA Channel 36                                      Los Angeles, Ca  
Freelance Camera Operator  
Worked in several different positions including, setting up and operation of broadcast cameras for remote productions. Running and ranging of cables. As well as working as camera engineer operating CCU devices during live productions.

2011-present                                      Cinematic Arts Experience                                      Orange County, Ca  
Technical Director  
Over see the filming of the Orange County Film Festival as well as the projection and playback of the films being screened. Also overseeing the projection and video playback at the 24 and 48 Hour Film Festivals.

2009-2010                                      PYLGSA                                      Placentia, Ca  
Supervisor of Snack Shack  
Responsible for set up at the start of the day and clean up at the end of the day. Also in-charge of explaining duties to volunteers and overseeing the volunteers.

2005-2009                                      City of Yorba Linda                                      Yorba Linda, Ca  
Volunteen at Adventure Playground  
Aid in the supervision of the camp participants , assist in games, building of forts, and maintaining a safe and enjoyable environment for all.

**Specialty Training:**

- Adobe Premire Pro Certification
- Yamaha Digital Console Cerification
- Use of Black Magic Video Mixer
- Advance Usage of Mac Computers
- Advance Training in Final Cut Pro 6 &7
- Basic Training in Photoshop CS5
- Panasonic P2 Broadcast Cameras
- Canon DSLRs
- Lighting
- Audio production

## Relevant Experience

### **Editor/Camera Operator**

**2014 to Present**

*ESI Video, Orange CA*

Functions on-set as camera operator. Collaborates with director on best shot and lighting opportunities. Provides highly organized, detail-oriented post production editing for high-profile clients.

### **Media Production Specialist**

**2012 to Present**

*City Of Placentia, Placentia CA*

Manages scheduling, content and programming of Placentia's local television channel. Produces city council meetings' live broadcast videos. Performs an active leadership role in the brainstorming, production, and editing of promotional city videos. Designs the cities graphic media elements displayed on the cities local broadcast channel. Photographs city events and classes for use in promotional media, including pamphlets, quarterlies, and online publication.

### **Lead Media Producer**

**2012 to Present**

*Tripepi Smith Associates, Tustin CA*

Responsible for client meetings, script writing, narrative development, multimedia pre-production editing, first-through-final cut review, including extensive client review and executive approval processes. During production, directs on-screen talent to achieve the best possible product. Acts as camera operator, director, and editor. Responsible for the equipment logistics, organizing raw audio/video and edits final products.

### **Photojournalist**

**2011 to Present**

*OC Weekly, Costa Mesa CA*

Conducts research to gather background information about subjects. Operates in a truthful and ethical manner when photographing assignments. Consistently takes high quality, high impact photographs. Edits, stores, and organizes photographs. Delivers photographs to editor within 24 hours.

# Eric J. Hood

5604 E. Orangethorpe Ave. C-105 Anaheim, CA

ehood182@gmail.com ♦ (714) 906-3748

## Summary

I am a Film Production graduate with three years of professional media production experience, as well as experience maintaining a personal photography business. My objective is to continuously grow as a creative professional while maintaining currency on techniques and technology relating media production. I hope to contribute my knowledge and experience for the betterment of your company.

## Education

### **Bachelor of the Arts: Film Production**

**Graduated: June 2012**

*California State University Long Beach*

- Emphasis on cinematography and camera operation.
- Script writing and revision
- Production financing and scheduling
- On-set directing
- Digital audio workstation systems

## Production Skills

- Operation of modern digital video cameras
- Non-linear editing of live productions
- Linear video editing systems
- Operation of on-set audio equipment
- Utilization of fresnel and LED-based lighting
- Live audio mixing
- Operation of remote multi-camera systems
- Pre-production scriptwriting, storyboarding

## Software Proficiencies

Adobe Premiere CC/6  
Adobe Media Encoder  
Leightronix NEXUS  
Final Cut Pro

Adobe Photoshop CC/6  
Adobe AfterEffects CC/6  
AVID Media Composer  
Mac OS

Adobe Illustrator CC/6  
Adobe Lightroom  
ProTools LE  
Microsoft Windows OS

**DISCLOSURE OF GOVERNMENT POSITIONS FORM**

**MEDIA PRODUCTION SERVICES**

Each Proposer shall disclose below whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

<b>Name</b>	<b>Agency</b>	<b>Position</b>	<b>Dates of Employment</b>
Dan Fenstermaker	City of Brea	Media Services Specialist II	July 2014 - Present
Eric Lowy	PYLUSD	Theatre Technician	Aug 2014 - Present

**Work Schedule**

**Media Productions Coordinator:**

**Monday-Thursday 8:00am-3:00pm for a total of 28 hours per week**

**Media Productions Assistant:**

**Monday-Thursday 3:00pm-6:00pm for a total of 12 hours per week**

**Both the Media Productions Coordinator and Assistant will work City Council meetings on Tuesdays, arriving at 3:00 pm and working until the conclusion of the meeting.**

## **Professional Qualifications**

EMP has experience directing/technical directing over 220 City Council Live Broadcasts for the cities of Placentia, Villa Park, and Brea, as well as over 75 miscellaneous meetings for the City of Placentia including planning commission meetings, traffic safety commission meetings, oversight board meetings, candidate forums, and town hall meetings. In addition, we have created countless promotional videos, training videos, and public service announcements for city agencies highlighting recreational opportunities and important safety reminders for residents; as well as Employee Recognition Week videos that highlight the dedication of city staff, police, and firefighters.

In 2008, EMP Owner Dan Fenstermaker (then a City of Placentia Employee) took over the City's PEG Broadcasting Channel on Time Warner Cable. His responsibilities included all on air programming (city and non-city produced), which included live streaming media on the city's website, workshops, classes, and important information such as what to do in emergency situations; directing live broadcasts of all City Council Meetings and Planning Commission Meetings for Placentia, which involved producing graphic design work such as titles and visual aids during live broadcasts as well as incorporating PowerPoint presentations and video vignettes into meetings; day-to-day maintenance of the PEG channel's continuously running bulletin board which includes selecting and scheduling pre-produced programming such as re-airs of city council meetings, and public service announcements; troubleshooting and liaison communicating to both city staff as well as Time Warner Cable, AT&T U-verse, VMI and Brea IT; coordinating audio/visual equipment for city events; monitoring and maintaining audio/visual equipment and supplies; providing digital file conversion and video duplication services; informing city official of when new purchases in equipment needed to be made and then researching best product and pricing to meet the needs of the city; maintaining a DVD library so that residents and community officials could access the meetings at any time as well as a photo archive; and finally, supervising and directing technical crews, part-time city staff, volunteers, interns, and working collaboratively with all city staff.

In 2009 Dan over saw a request for proposal for a complete overhaul of the City of Placentia broadcasting equipment and broadcast booth including but not limited to: assisting with bid recommendations and specifications for equipment; coordinating new system equipment purchases such as three new remote control cameras for the City Council Chambers, a broadcast pix digital switcher for recording and broadcasting meetings in the Council Chambers, a Leightronix Nexus broadcast scheduler for scheduling events and programming, a new audio board to handle both on air audio as well as audio in the council chambers not

intended for recording; repairing and maintaining all new media equipment; and finally completely reworking the electrical in the broadcasting booth to ensure that the channel and broadcasts would run more efficiently and effectively.

EMP has also provided video and photographic services to countless special events for the City of Placentia such as the Tamale Festival, Veterans Day Memorial Service, Heritage Day Parade and Festival, as well as Movies and Concerts in the Park. EMP staff, namely owner Dan Fenstermaker, Production Coordinator Eric Lowy, and Production Assistant Eric Hood, have been the primary contractors overseeing production of the aforementioned events and projects. They also reside locally making them more available on short notice for events and meetings.

EMP has extensive knowledge with editing and playback systems such as Apple Final Cut Pro, Adobe Photoshop, Adobe Premiere, Broadcast Pix, Adobe After Effects, and Leightonix Nexus and Media Systems TightRope, audio/video formats such as H.264, Apple ProRes Codecs, and various MPEG formats, Yamaha and Behring audio mixers, and web streaming programs such as Granicus, and Swagit.

## **References**

At EMP, we have the utmost confidence in our work. We understand that reputation is the key for a successful business. Please feel free to contact the following references with regards to our company's work:

Jeannette Ortega  
Economic Development Manager  
City of Placentia | 401 E. Chapman Ave, Placentia, CA 92870  
714-993-8264

Jon Nicks  
Deputy Director of Orange County Parks  
County of Orange | 13042 Old Myford Road, Irvine, CA 92602  
714-973-6865

Jarad Hildenbrand  
City Manager  
City of Villa Park | 17855 Santiago Blvd, Villa Park, CA. 92861  
714-998-1500

Ken Domer  
Assistant City Manager  
City of Huntington Beach | 2000 Main St, Huntington Beach, CA. 92648  
714-536-5202

Troy Butzlaff  
City Manager  
City of Azusa | 213 E. Foothill Blvd, Azusa, CA. 91702  
626-812-5238

## **Reel**

EMP's Reel is downloadable at the follow link:

<https://www.dropbox.com/s/4sr5v74l9m0i15w/Empire%20Reel%20Revised%202015.mov?dl=0>

**PRICING PROPOSAL FORM**

**MEDIA PRODUCTION SERVICES**

**(PLACE THIS FORM ON A SEPARATE ENVELOPE)**

Provide hourly rates, along with estimated annual pricing in accordance with the City's current requirements, as set forth in the Scope of Work. Proposer should use a separate form to state pricing for any added value.

Pricing shall remain firm for a minimum of two (2) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at [www.bls.gov](http://www.bls.gov).)

Employee	Hourly Rate	Hours Worked in a Week	Annual Hours	Total Cost
Eric Lowy	\$30/hr	28	1400	\$42,000
Eric Hood	\$23/hr	12	600	\$13,800

<b>Total Estimated Annual Price: July 1<sup>st</sup> - June 30<sup>th</sup></b>	<b>\$ 55,800</b>
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Please provide a time estimate for response to calls for unscheduled video/production services on an as-need basis and specify any fees or costs associated with such calls.

Contractor represents that it, its employees and subcontractors have all licenses, insurance, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Compensation for the above services shall be based on the actual amount of time spent in adequately performing the Services, and shall be billed at the hourly rate(s) for the positions described.

Invoices shall be submitted to the City monthly as performance of the Services progresses. City shall review and pay the approved charges on such invoices in a timely manner.

**CITY OF PLACENTIA  
PROFESSIONAL SERVICES AGREEMENT  
WITH EMPIRE MEDIA PRODUCTION SERVICES**

THIS AGREEMENT is made and entered into this 1st day of January, 2016 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and EMPIRE MEDIA PRODUCTIONS, a sole proprietorship ("Consultant").

**WITNESSETH:**

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to perform media production 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 the City's Request for Proposal ("RFP"), attached hereto as Exhibit "A," Consultant's Proposal, ("Proposal") attached hereto as Exhibit "B", both 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.

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 as set forth in RFP and Proposal, attached hereto as Exhibit A and Exhibit B. Consultant's annual compensation shall not exceed Fifty-five Thousand, Eight Hundred Dollars (\$55,800.00).

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. The City Engineer is authorized to approve a Change Order 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 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 within five (5) days from the Effective Date 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 30 months, ending on June 30, 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. 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) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of \$1,000,000 per accident. 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.

Before execution of this Agreement by the City, the Consultant shall file with the Public Works Director/City Engineer the following signed certification:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the Public Works

Director/City Engineer before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

- (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. 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. Endorsements. The commercial general liability insurance policy and business automobile liability policy 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: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (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. The certificates of insurance shall be attached hereto as Exhibit "C" and incorporated herein by this reference.

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:

Empire Media Production Services  
212 San Gabriel Ln.  
Placentia, CA 92870  
Tel: (714) 393-7883

Attn: Dan Fenstermaker

IF TO CITY:

City of Placentia  
401 E. Chapman  
Placentia, CA 92870  
Tel: (714) 993-8234

Attn: Eddie De La Torre

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 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.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, 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. 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, 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, this Agreement shall govern over the document referenced.

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.

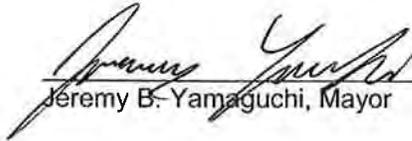
6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other 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

  
\_\_\_\_\_  
Jeremy B. Yamaguchi, Mayor

Date: 12/15/15

CONSULTANT

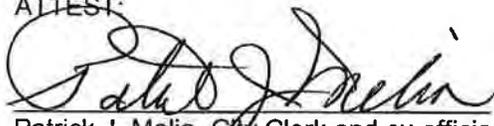
  
\_\_\_\_\_  
Signature

Date: 2/3/16

Dan Fenstermaker, Empire Media Production Services Owner  
Name and Title

\_\_\_\_\_  
Social Security or Taxpayer ID Number

ATTEST:

  
\_\_\_\_\_  
Patrick J. Melia, City Clerk and ex-officio Clerk  
of the City of Placentia

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Christain L. Bettenhausen, City Attorney

Date: 12/15/15

APPROVED AS TO INSURANCE:

  
\_\_\_\_\_  
Eddie De La Torre, Risk Management

Date: 1/26/15

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Stephen D. Pischel, Project Manager

Date: 12/15/15

**EXHIBIT A**  
**REQUEST FOR PROPOSALS**



## **REQUEST FOR PROPOSALS**

### **MEDIA PRODUCTION SERVICES**

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**Proposals must be received in the City Clerks Office,  
401 E. Chapman Avenue, Placentia, CA 92870, by:**

**Thursday, October 29, 2015 at 10:00 a.m.**

1. Proposals shall be in a sealed envelope or package marked with the bidder's Name and the Request for Proposals title. All Proposers are required to use the form in Appendix C to be submitted on a **separate envelope** with their proposal.
2. Faxed Proposals will not be received or considered.
3. Deadline for all questions is Monday, October 12, 2015 at 5:00 p.m. Please submit questions related to this RFP via email at [edelatorre@placentia.org](mailto:edelatorre@placentia.org).

## **INTRODUCTION**

The City of Placentia ("Placentia" or "City") hereby requests proposals from qualified public or private firms, to establish a contract for Media Production Services. The City's current annual Professional Services Budget for this service is \$55,800. The selected Proposer is scheduled to commence on January 1, 2016 to June 30, 2018 with an option for a two (2) year extension. The successful Proposer shall have the knowledge, expertise, staff, and availability to provide comprehensive technical media production support in a public sector environment.

Proposals will be evaluated on the basis of the overall best value to the City based on quality, service, price and any other criteria set out herein including, but not limited, to the Proposer's ability to meet the requirements, qualifications and competencies set out herein.

## **CITY OVERVIEW**

Primarily known as a bedroom community, the City of Placentia, which is nestled in northern Orange County, is a family oriented community of approximately 51,000 residents. Placentia serves an area of approximately 6.7 square miles and has retained the small town image that has remained since settlers arrived more than 100 years ago.

Placentia is home to 17 churches, one library, 16 parks, two public swimming pools and a private country club. Other recreational facilities include Backs Community Building, Tynes Gymnasium, Oberle Gymnasium, Whitten Community Center, Koch Park Recreation Center, Gomez Community Center, Edwin T. Powell Building/Senior Citizens Center/Cathy Torrez Learning Center. Annual events include the Heritage Festival, National Night Out, Concerts and Movies in the Park, Las Posadas and Tamale Festival, and Veterans Day Observance Program.

The City operates and maintains a full range of municipal services, including Police, Administration, Public Works, Community Services, Finance, and Community Development Departments. The City contracts fire services with the Orange County Fire Authority.

## **BACKGROUND**

The City currently outsources its Media Production Services with a private company under a Consulting Services Agreement. The term of this agreement expired June 30, 2015 and is currently on a month to month contract. City Council has directed City Staff to solicit Requests for Proposals for Media Production Services.

The Media Production Services Division is currently staffed by two part-time consultants and is responsible for all of the audio/visual needs of the City. This includes all aspects of managing a 24-hour municipal access television channel and maintenance and support services of audio/visual presentation systems in numerous City facilities. This involves producing and directing live public meetings in the Council Chambers, including but not limited to all City Council Meetings, Planning Commission Meetings, and special meetings, workshops, and trainings. In addition, the Media Production Services Division produces special programming and event productions for special projects and community events.

City Council Meetings are held the first and third Tuesday of the month at Placentia City Hall's Council Chambers, 401 E. Chapman Avenue in Placentia. Currently, the meetings are recorded and broadcasted live. The meetings are also replayed Tuesdays. The City has multiple special meetings throughout the year and those are also broadcasted and recorded. The City of Placentia uses Granicus for our web streaming of City Council meetings; this process is dependent on an active feed from our equipment. This feed is checked before City Council meetings, with enough time to troubleshoot any issues that may arise. Other preparation measures include updating the character generator slides, PowerPoint presentations in the Chamber and Caucus Room, and video and audio test. At the conclusion of the City Council Meetings, staff shuts down all equipment; dubs the recording of the Council Meeting on a DVD, and schedules the replay of the City Council Meeting.

## **SCOPE OF SERVICES**

The selected Proposer must agree to the following scope of services:

### **Production and Technical Tasks**

Advise, develop and produce video productions for City Departments, special events, City Council and Commissions, including format, design, writing of scripts, interview questions, editing, preparation of storyboards, lighting, audio levels, designing sets, camera operation and creation of special effects.

The following list of scheduled meetings and special events are videotaped and broadcast:

- City Council Regular Meetings: 1<sup>st</sup> and 3<sup>rd</sup> Tuesday of the month at 7:00 p.m.
- Special City Council Meetings: As needed, usually held opposite Tuesdays of regular meeting
- Planning Commission: 2nd Tuesday of the month
- Heritage Festival and Parade: Annual event in October
- State of the City Address: Annual event typically held in the Spring
- Placentia Candidates Forum: Biannual event typically held in September

For the Heritage Festival and Parade and the State of the City, the City currently rents the camera system through a third party vendor.

In addition to the listed meetings/special events, the selected Proposer must:

- Provide high quality photo documentation services to City Departments and City Council. The following are a list of special events that require photographic services. The current Contractor uses their own camera equipment to produce these high quality photographs.
  - National Night Out
  - Concerts in the Park (2 per year)
  - Movies in the Park (2 per year)
  - Community Services Recreational Classes and Events
  - Tamale Festival and Tree Lighting Ceremony

- Provide additional video documentation services to other City Departments and City Council, including training videos, special events, promotional videos, and public service announcements. These videos are short in length (typically between 3-5 minutes). The current Contractor uses their own camera equipment to produce these high quality videos.
- Repair/maintain and adjust a variety of City owned production equipment, including video cameras, microphones, television monitors, character generators, computer hardware/software and other accessories.
- Perform video equipment engineering, equipment networking, and system installation, manage assigned video/cable related projects, and develop audio/video equipment specifications.
- Manage City owned computer hardware/software systems, related to media production and keep current with software updates.
- Must have requisite knowledge of linear and non-linear editing systems, multiple audio/video formats, audio/video engineering, audio mixers, television lighting, computer graphics, scheduling and playback systems, and web streaming.
- Must have requisite knowledge in Apple Final Cut Pro, Adobe Photoshop, Broadcast Pix, and Leightonix nexus. These systems are currently installed on City owned equipment.
- Manage and maintain music and special effects libraries on City owned equipment.
- Coordinate proper file conversion for broadcast systems, computer systems and web-based systems.
- Work extensive and variable hours when necessary, including evenings and weekends. This includes being able to respond to Placentia to film events and meetings on short notice. On-call time availability should be specified in responses.

#### **Administrative Tasks**

- Coordinate the production of televised video programs for the City's municipal access channel (PCTV), including scheduling and monitoring of playback quality.
- Coordinate and monitor public, education, and government channels with cable company representatives.
- Prepare production schedules.
- Specify and request equipment and supplies for the Media Production Services Division.
- Audio/video systems research and design.
- Develop policies and procedures for municipal cable access programs and write goals and objectives for public programming.
- Respond to public requests for information regarding PCTV programs and schedule.
- Work with City Clerk's Office and City Attorney's Office to provide and maintain video and audio archives.

#### **Support Services**

- Provide special event audio/visual set-up to other City Departments and Staff at various locations throughout the City.

- Provide digital file conversion for other City departments and Staff.
- Provide video duplication services to the public, staff and City Council. Be familiar with the requirements of the California Public Records Act and be able to coordinate with Staff to comply with both public records requests and records retention.
- Organize and maintain video library and digital archives of multiple formats, including the organization of recorded public meetings and historical footage.
- Maintain historical video and photo archives.

#### **Channel and Web Coordination**

- Maintain and monitor web streaming of municipal access channel, including maintenance of public meetings.
- Create and maintain community programming on PCTV.
- Develop and maintain social media efforts for PCTV, including general announcements for City business.
- Work with other City Departments to promote City programs and events on television and the web.
- The City's current website provider is CivicPlus. The media content is uploaded through an online Content Management System provided by CivicPlus.
- The approximate percentage of time occupied by each major task category for existing staff is as follows: Production/Technical Tasks: 50%; Administrative Tasks: 10%; Support Services: 20%; Channel/Web Coordination: 20%.

### **PROPOSAL FORMAT GUIDELINES**

Interested contractors are to provide the City of Placentia with a thorough proposal using the following guidelines:

Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, and graphic exhibits. Each proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected. The following proposal sections are to be included in the Proposer's response:

#### **Vendor Application Form and Cover Letter**

Complete Appendix A, "Request for Proposal-Vendor Application Form" and attach this form to the cover letter. A cover letter, not to exceed a page in length, should summarize key elements of the proposal. An individual authorized to bind the Proposal must sign the letter. The cover letter must stipulate that the proposal price will be valid for a period of at least ninety (90) days.

**Staffing**

Provide a list of individual(s) who will be working during this contract period and indicate the functions that each will perform. Include a resume for each designated individual.

Upon award and during the contract period, if the contractor chooses to assign different personnel to this RFP, the Contractor must submit their names and qualifications including information listed above to the City for approval before they begin work.

**Work Schedule**

Provide a sample weekly work schedule. The current work schedule for this service is as follows:

Staff	Monday	Tuesday*	Wednesday	Thursday	Total Weekly Hours
Media Production Assistant	8:00 a.m. – 1:00 p.m.	20			
Media Production Assistant	1:00 p.m. – 6:00 p.m.	20			

\*During City Council Meetings, both Media Production Assistants arrive at 3:00 p.m. until the conclusion of the Council Meeting.

Placentia City Hall is currently open from 7:30 a.m. – 6:15 p.m. Monday through Thursday.

**Qualifications**

The information requested in this section should describe the qualifications of the firm or entity, including similar services within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

- Names of key staff that participated on named projects and their specific responsibilities with respect to this RFP.
- A summary of your firm's or entity's demonstrated capability, including length of time that your firm has provided the services being requested in this Request for Proposal.

For private Proposers, provide at least three references that have received similar services from your firm. The City of Placentia reserves the right to contact any of the organizations or individuals listed. Information provided shall include:

- Client Name
- Project Description
- Project start and end dates
- Client project manager name, telephone number, and e-mail address.

For all Proposers, please provide a DVD or links to samples of your video productions and a video of

your key staff that will be performing in Placentia. Samples should be provided of a Council/Commission/Board Meeting, public service announcement, sports broadcast, training video, or informational video.

#### **Fee Proposal**

All Proposers are required to use the form in Appendix C to be submitted on a **separate envelope** with their proposal. Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated. Proposals shall be valid for a minimum of 90 days following submission.

#### **Sample Agreement**

The firm selected by the City will be required to execute a Consulting Services Agreement with the City. The form of the Agreement is enclosed as Appendix D, but may be modified to suit the specific services and needs of the City. If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.

### **SCHEDULE (Subject to Change as Required)**

Release of Request for Proposal	September 29, 2015
Deadline for Written Questions	October 12, 2015
Proposals Due	October 29, 2015
Proposals Reviewed and Evaluated	October 29 – November 5, 2015
City Council Consideration	Tentative – November 17, 2015
Contract Scheduled to Begin	Tentative - January 1, 2016

### **PROCESS FOR SUBMITTING PROPOSALS**

Interested vendors must prepare a sealed quote package that contains three (3) printed and signed copies of this Request for Proposals. **Appendix C must be submitted on a separate envelope.** Responses received after October 29, 2015 at 10:00 a.m. will not be considered. Postmark date will not constitute timely delivery. Agencies are solely responsible for ensuring timely receipt of their responses. The City reserves the right to cancel this RFP at any time and for any reason without any liability to any proponent or to waive irregularities at their own discretion. The City reserves the right to accept or reject any or all bids.

#### **Questions**

Questions about this RFP must be directed in writing, via email to Eddie De La Torre, Senior Management Analyst at [edelatorre@placenta.org](mailto:edelatorre@placenta.org) by Thursday, October 12, 2015 at 5:00 p.m. The City reserves the right to amend or supplement this RFP prior to the proposal due date. All amendments, responses to questions received, and additional information will be posted to the

Placentia Official City Website – Current RFP's. Proposers should check this webpage daily for new information. The City will endeavor to answer all written questions in a timely order. The City reserves the right not to answer all questions. No questions other than written will be accepted, and no response other than written will be binding upon the City.

### **Submittal Instructions**

Complete written proposals must be submitted in sealed envelopes marked and received no later than 10:00 a.m. (P.S.T) on Thursday, October 29, 2015 to the address below. Proposals will not be accepted after this deadline. Faxed or e-mailed proposals will not be accepted.

City of Placentia  
Attn: City Clerk  
401 E. Chapman Avenue  
Placentia, CA 92870  
RE: RFP for Media Production Services

### **EVALUATION CRITERIA**

An RFP Review Committee will evaluate all proposals based upon, but not limited to, the following criteria and will be assigned a score with a maximum of 100 points:

- Professional qualifications and capabilities of the firm and its personnel (10 points maximum).
- Past experience of the project manager to successfully manage such a service (20 points maximum).
- Relevant experience of the firm with similar types of projects (20 points maximum).
- Results of reference checks (15 points maximum).
- Overall quality of the proposal, including clarity of content (10 points maximum).
- Demonstration of a clear understanding of the service (10 points maximum).
- Cost related to the level of work proposed and work schedule (15 points maximum).

The City of Placentia reserves the right to require an oral interview of any and all respondents prior to the final scoring and selection. In the event an oral interview is required, the respondents will be provided with a minimum advanced notice of one (1) week.

### **EVALUATION OF PROPOSALS AND SELECTION PROCESS**

An RFP Review Committee (Committee), which includes members of the City Staff and one private audio/visual specialist, will screen and review all proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

### **Responsiveness Screening**

Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their proposals.

### **Initial Proposal Review**

The Committee will initially review and score all responsive written proposals based upon the Evaluation Criteria set forth above. The Committee will contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation on a selection to the City Council.

## **DISCLOSURE OF GOVERNMENTAL POSITION**

In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached "Disclosure of Government Positions Form."

## **LEGAL REQUIREMENTS**

The contract awarded shall be governed in all respect by the laws of the State of California, and any litigation with respect thereto shall be brought in the courts of the State of California. The company awarded the contract shall comply with applicable federal, state, and local laws and regulations and comply with the following terms:

- The City has the right to reject any and all proposals.
- The City is not liable for any costs incurred in responding to the RFP.
- All documents submitted in response to the RFP are public documents subject to disclosure as permitted by the California Public Records Act.
- From the issue date of this solicitation until a firm is selected and the selection is announced, the firm's are not allowed to communicate for any reason with any City Staff except through the person named herein for questions. For violation of this provision, the City shall reserve the right to reject the proposal of the offending firm.
- The selected consultant will be required to enter into a Consulting Services Agreement with

the City of Placentia which includes the City's standard Terms and Conditions including insurance requirements.

- Proposals submitted early may be withdrawn by the firm prior to the Proposal Due Date specified above. Following the Proposal Due Date, the Proposal constitutes a binding offer and may not be withdrawn by the firm prior to the award.
- The City of Placentia reserves the right to: (a) waive minor irregularities or variances, non-material bid formalities or defects in any proposal; (b) reject any and all proposals, in whole or in part, submitted in response to this solicitation; (c) request clarifications from all firms; (d) request resubmissions from all firms; (e) make partial, progressive or multiple awards; and (f) take any other action as permitted by law and/or the City's Procurement Ordinance.
- Evidence of Ability to Perform. Before the award of any contract, each respondent may be required to demonstrate to the satisfaction of the City, or the designated committee, that it has the necessary facilities, ability, and resources to provide the services specified herein. The City of Placentia may make reasonable requests deemed necessary and proper to determine the scope-of-work, and the respondent shall furnish to the City of Placentia all information for this purpose.

**REQUEST FOR PROPOSALS  
MEDIA PRODUCTION SERVICES**

**Vendor Application Form**

Type of Applicant:     New                       Current Vendor

Legal Contractual Name of Corporation: \_\_\_\_\_

Contact Person for Agreement: \_\_\_\_\_

Corporate Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Person for Proposals: \_\_\_\_\_

Title: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Business Telephone: \_\_\_\_\_ Business Fax: \_\_\_\_\_

Website: \_\_\_\_\_

Is your business: (check one)

- NON PROFIT CORPORATION                       FOR PROFIT CORPORATION

Is your business: (check one)

- CORPORATION     LIMITED LIABILITY PARTNERSHIP
- INDIVIDUAL     SOLE PROPRIETORSHIP
- PARTNERSHIP     UNINCORPORATED ASSOCIATION

Federal Tax Identification Number: \_\_\_\_\_

City of Placentia Business License Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

(If none, you must obtain a Placentia Business License upon award of contract.)

**DISCLOSURE OF GOVERNMENT POSITIONS FORM**

**MEDIA PRODUCTION SERVICES**

Each Proposer shall disclose below whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

Name	Agency	Position	Dates of Employment

**PRICING PROPOSAL FORM**

**MEDIA PRODUCTION SERVICES**

**(PLACE THIS FORM ON A SEPARATE ENVELOPE)**

Provide hourly rates, along with estimated annual pricing in accordance with the City's current requirements, as set forth in the Scope of Work. Proposer should use a separate form to state pricing for any added value.

Pricing shall remain firm for a minimum of two (2) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at [www.bls.gov](http://www.bls.gov).)

Employee	Hourly Rate	Hours Worked in a Week	Annual Hours	Total Cost

<b>Total Estimated Annual Price: July 1<sup>st</sup> – June 30<sup>th</sup></b>	<b>\$</b>
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Please provide a time estimate for response to calls for unscheduled video/production services on an as-needed basis and specify any fees or costs associated with such calls.

Contractor represents that it, its employees and subcontractors have all licenses, insurance, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Compensation for the above services shall be based on the actual amount of time spent in adequately performing the Services, and shall be billed at the hourly rate(s) for the positions described.

Invoices shall be submitted to the City monthly as performance of the Services progresses. City shall review and pay the approved charges on such invoices in a timely manner.

**EXHIBIT B**  
**CONSULTANT'S PROPOSAL**

**City of Placentia**  
**Request for Proposal**  
**Media Production Services**

# **EMPIRE MEDIA PRODUCTIONS**

**Daniel Fenstermaker**  
**Owner | Empire Media Productions**  
**714.393.7883 | [Dan@EmpireMediaProductions.org](mailto:Dan@EmpireMediaProductions.org)**  
**October 29, 2015**

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## **Empire Media Productions**

**212 San Gabriel Lane, Placentia, CA. 92870**

**Cell: 714-393-7883 - dan@empiremediaproductions.org**

October 29, 2015

City of Placentia  
401 E. Chapman Avenue  
Placentia, CA 92870  
(714) 993-8117

To Whom It May Concern:

Empire Media Productions is submitting the enclosed proposal for consideration to provide media production services to the City of Placentia. The attached proposal including price is valid for a period of at least ninety (90) days.

Empire Media Productions (EMP) has been in the media services business since 2011, specializing in providing media service solutions to local government agencies. At EMP, we pride ourselves in offering an exceptionally high level of service at a competitive rate. We also value and understand the importance of respectfully and effectively communicating with city staff, elected officials, and residents. Our highly trained staff provides production and technical services for city council meetings as well as special events and is equipped to handle all maintenance and repair of media equipment. We also handle administrative tasks such as monitoring public, education, and government channels as well as working as a liaison between cable company representatives and city staff. We are prepared to provide a media productions coordinator and assistant who will be working in City Hall Monday-Thursday for a combined total of 40 weekly hours at a price of \$55,800.

We are proud to have served the City of Placentia with their media production needs for the past four years. It is our sincerest hope that we may continue to work with this amazing city for many years to come. Please do not hesitate to contact me if you have further questions regarding this proposal. Thank you for your consideration.

Sincerely,



Daniel Fenstermaker-Owner



## Staffing

In order to offer the personal care and concern to each local agency we service, EMP employs subcontractors who are on the cutting edge of media production services with knowledge and expertise in new ways of video production, marketing, and photography. EMP and its subcontractors are fully insured.

As the owner of EMP, Daniel Fenstermaker will manage EMP subcontractors, communicate and follow up with city staff to ensure the City's media service needs are being met, sit in on key meetings to help coordinate major city events, and assist with any production coordinator duties as needed.

Subcontractors for EMP are:

Eric Lowy -- Eric is a resident of Yorba Linda, California with extensive knowledge of live productions and broadcasts on various types of equipment. Eric has worked on countless live city council broadcasts as well as theatrical productions. As a graduate of El Dorado High School, Eric has a firm appreciation for his local community. As the Media Productions Coordinator, Eric Lowy will be in charge of:

- Any and all day-to-day duties of Placentia Government Media Production
- Routine maintenance of City equipment
- Routine updating of public information on the City's PEG channel and website
- Assisting City Clerk's Office with Public Records Requests
- Assisting City Clerk's Office with City Council Meeting Agenda Postings as well as Meeting Archiving
- Production of any and all Official City Meetings that might require any audio and/or video broadcasting, recording and/or record keeping
- Media Production in the promotion and coverage of any City sponsored events
- Supervision and scheduling of any and all Media Production Assistants
- Assisting in overseeing any capital improvement projects pertaining to audio visual upgrades within City of Placentia facilities
- Weekly meetings and briefings with Placentia City Staff
- Consultation regarding any kind of media needs the agency may have

Eric Hood -- Eric is a graduate of California State University Long Beach Film School with an emphasis in cinematography. Aside from his skills as a cinematographer, Eric has an incredible photographic eye with many of his photos being published in marketing materials for agencies such as The Association of California Cities Orange County, and the City of Brea. Eric also has

extensive experience with live city council broadcasts. As the Media Productions Assistant, Eric Hood will be responsible for:

- Any and all day to day duties of Placentia Government Media Production
- Routine maintenance of City equipment
- Routine updating of public information on the City's PEG channel and website
- Assisting City Clerk's Office with Public Records Requests
- Assisting City Clerk's Office with City Council Meeting Agenda Postings as well as Meeting Archiving
- Production of any and all Official City Meetings that might require any audio and/or video broadcasting, recording and/or record keeping
- Media Production in the promotion and coverage of any City sponsored events

DANIEL A. FENSTERMAKER

680 Birchwood Lane Corona, CA 92882 • 714.393.7883 • dan@empiremediaproductions.org

## **MEDIA SERVICES SPECIALIST**

Highly qualified professional, offering progressive background and skills in overseeing daily operations of Media Production, including preparation and recording of the activities and decisions of the City Council and codification and maintenance of official City records; administering day to day operations of City PEG Channels; and providing highly responsible and complex administrative support to the City Communications and Marketing Department.

Highly skilled with the latest technology in media production and editing. Expert in documenting and record keeping, analyzing data, resolving problems and providing superb customer service. Experienced in writing comprehensive reports and delivering various presentations to City Council, city staff and the community. Effective supervisory skills, exhibiting the ability to motivate diverse groups to achieve a targeted goal.

### **Education & Professional Development**

**Film and Television** Orange Coast College, Costa Mesa, CA  
**Media Aesthetics and Communications** Fullerton College, Fullerton, CA  
(Over 60 Units Completed)

#### **Trainings:**

Various Independent Film Courses and Seminars in Los Angeles, CA

### **Professional Experience**

#### **EMPIRE MEDIA PRODUCTIONS 2011-Present** **OWNER - CEO**

Providing a wide range of Media Production solutions to various clients on a contractual basis.

- City of Placentia - Media Production Coordinator, providing services for day to day operations of Placentia's PEG Channel (PCTV) including directing broadcasts of all City Council Meetings, managing City Website, and managing Placentia's Granicus account.
- City of Villa Park - Media Production Coordinator, providing services for day to day operations of Villa Park's PEG Channel (VPTV) including directing broadcasts of all City Council Meetings.
- Tripepi Smith & Associates - Handling all Video Production work for the firm geared towards marketing, technology, and public affairs.
- City of Brea - Contractual consulting work on various projects, providing occasional services for day to day operations of Brea's PEG Channel, including directing broadcasts of several City Council Meetings.
- City of Brea Chamber of Commerce - Contractual consulting work on various projects involved with special events, fundraising, and marketing.

#### **CITY OF PLACENTIA 2001-2011**

##### **ADMINISTRATION DEPARTMENT - MEDIA PRODUCTION COORDINATOR**

Media Production Coordinator, providing services for day to day operations of Placentia's PEG Channel (PCTV) including directing broadcasts of all City Council Meetings, managing City Website, and managing Placentia's Granicus account.

DANIEL A. FENSTERMAKER

**Professional References**

**Jeannette Ortega, Economic Development Manager**  
City of Placentia - Department of Administration  
401 East Chapman Avenue, Placentia, California 92870  
Office (714) 993-8264

**Jarad Hildenbrand, City Manager/City Clerk**  
City of Villa Park - Office of the City Manager  
17855 Santiago Boulevard  
Villa Park, California 92861  
Office (714) 998-1500  
FAX (714) 998-1508

**Ken A. Domer, Assistant City Manager**  
City of Huntington Beach - Office of the City Manager  
2000 Main Street  
Huntington Beach, California 92648  
Office (714) 536-5236  
FAX (714) 536-5233

**Jon Nicks, Deputy Director of Orange County Parks**  
County of Orange - OC Parks  
13042 Old Myford Road, Irvine, California 92602  
Office (714) 973-6865

**Karen Ogawa, Director of Administrative Services**  
City of Walnut - Department of Administration  
21201 La Puente Road  
Walnut, California 91789  
Office (909) 595-7543  
Fax (909) 595-6095



dances. As well as media managing of raw footage and editing of footage for DVD yearbooks. Over seeing crews of up to 10 people.

2013 - 2015

LA Channel 36

Los Angeles, Ca

Freelance Camera Operator

Worked in several different positions including, setting up and operation of broadcast cameras for remote productions. Running and ranging of cables. As well as working as camera engineer operating CCU devices during live productions.

2011-present

Cinematic Arts Experience

Orange County, Ca

Technical Director

Over see the filming of the Orange County Film Festival as well as the projection and playback of the films being screened. Also overseeing the projection and video playback at the 24 and 48 Hour Film Festivals.

2009-2010

PYLGSA

Placentia, Ca

Supervisor of Snack Shack

Responsible for set up at the start of the day and clean up at the end of the day. Also in-charge of explaining duties to volunteers and overseeing the volunteers.

2005-2009

City of Yorba Linda

Yorba Linda, Ca

Volunteen at Adventure Playground

Aid in the supervision of the camp participants , assist in games, building of forts, and maintaining a safe and enjoyable environment for all.

**Specialty Training:**

- Adobe Premire Pro Certification
- Yamaha Digital Console Cerification
- Use of Black Magic Video Mixer
- Advance Usage of Mac Computers
- Advance Training in Final Cut Pro 6 &7
- Basic Training in Photoshop CS5
- Panasonic P2 Broadcast Cameras
- Canon DSLRs
- Lighting
- Audio production

## Relevant Experience

### **Editor/Camera Operator**

**2014 to Present**

*ESI Video, Orange CA*

Functions on-set as camera operator. Collaborates with director on best shot and lighting opportunities. Provides highly organized, detail-oriented post production editing for high-profile clients.

### **Media Production Specialist**

**2012 to Present**

*City Of Placentia, Placentia CA*

Manages scheduling, content and programming of Placentia's local television channel. Produces city council meetings' live broadcast videos. Performs an active leadership role in the brainstorming, production, and editing of promotional city videos. Designs the cities graphic media elements displayed on the cities local broadcast channel. Photographs city events and classes for use in promotional media, including pamphlets, quarterlies, and online publication.

### **Lead Media Producer**

**2012 to Present**

*Tripepi Smith Associates, Tustin CA*

Responsible for client meetings, script writing, narrative development, multimedia pre-production editing, first-through-final cut review, including extensive client review and executive approval processes. During production, directs on-screen talent to achieve the best possible product. Acts as camera operator, director, and editor. Responsible for the equipment logistics, organizing raw audio/video and edits final products.

### **Photojournalist**

**2011 to Present**

*OC Weekly, Costa Mesa CA*

Conducts research to gather background information about subjects. Operates in a truthful and ethical manner when photographing assignments. Consistently takes high quality, high impact photographs. Edits, stores, and organizes photographs. Delivers photographs to editor within 24 hours.

# Eric J. Hood

5604 E. Orangethorpe Ave. C-105 Anaheim, CA  
ehood182@gmail.com ♦ (714) 906-3748

## Summary

I am a Film Production graduate with three years of professional media production experience, as well as experience maintaining a personal photography business. My objective is to continuously grow as a creative professional while maintaining currency on techniques and technology relating media production. I hope to contribute my knowledge and experience for the betterment of your company.

## Education

**Bachelor of the Arts: Film Production**  
*California State University Long Beach*

**Graduated: June 2012**

- Emphasis on cinematography and camera operation.
- Script writing and revision
- Production financing and scheduling
- On-set directing
- Digital audio workstation systems

## Production Skills

- Operation of modern digital video cameras
- Utilization of fresnel and LED-based lighting
- Non-linear editing of live productions
- Live audio mixing
- Linear video editing systems
- Operation of remote multi-camera systems
- Operation of on-set audio equipment
- Pre-production scriptwriting, storyboarding

## Software Proficiencies

Adobe Premiere CC/6  
Adobe Media Encoder  
Leightronix NEXUS  
Final Cut Pro

Adobe Photoshop CC/6  
Adobe AfterEffects CC/6  
AVID Media Composer  
Mac OS

Adobe Illustrator CC/6  
Adobe Lightroom  
ProTools LE  
Microsoft Windows OS

**DISCLOSURE OF GOVERNMENT POSITIONS FORM**

**MEDIA PRODUCTION SERVICES**

Each Proposer shall disclose below whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

<b>Name</b>	<b>Agency</b>	<b>Position</b>	<b>Dates of Employment</b>
Dan Fenstermaker	City of Brea	Media Services Specialist II	July 2014 - Present
Eric Lowy	PYLUSD	Theatre Technician	Aug 2014 - Present

**Work Schedule**

**Media Productions Coordinator:**

**Monday-Thursday 8:00am-3:00pm for a total of 28 hours per week**

**Media Productions Assistant:**

**Monday-Thursday 3:00pm-6:00pm for a total of 12 hours per week**

**Both the Media Productions Coordinator and Assistant will work City Council meetings on Tuesdays, arriving at 3:00 pm and working until the conclusion of the meeting.**

### **Professional Qualifications**

EMP has experience directing/technical directing over 220 City Council Live Broadcasts for the cities of Placentia, Villa Park, and Brea, as well as over 75 miscellaneous meetings for the City of Placentia including planning commission meetings, traffic safety commission meetings, oversight board meetings, candidate forums, and town hall meetings. In addition, we have created countless promotional videos, training videos, and public service announcements for city agencies highlighting recreational opportunities and important safety reminders for residents; as well as Employee Recognition Week videos that highlight the dedication of city staff, police, and firefighters.

In 2008, EMP Owner Dan Fenstermaker (then a City of Placentia Employee) took over the City's PEG Broadcasting Channel on Time Warner Cable. His responsibilities included all on air programming (city and non-city produced), which included live streaming media on the city's website, workshops, classes, and important information such as what to do in emergency situations; directing live broadcasts of all City Council Meetings and Planning Commission Meetings for Placentia, which involved producing graphic design work such as titles and visual aids during live broadcasts as well as incorporating PowerPoint presentations and video vignettes into meetings; day-to-day maintenance of the PEG channel's continuously running bulletin board which includes selecting and scheduling pre-produced programming such as re-airs of city council meetings, and public service announcements; troubleshooting and liaison communicating to both city staff as well as Time Warner Cable, AT&T U-verse, VMI and Brea IT; coordinating audio/visual equipment for city events; monitoring and maintaining audio/visual equipment and supplies; providing digital file conversion and video duplication services; informing city official of when new purchases in equipment needed to be made and then researching best product and pricing to meet the needs of the city; maintaining a DVD library so that residents and community officials could access the meetings at any time as well as a photo archive; and finally, supervising and directing technical crews, part-time city staff, volunteers, interns, and working collaboratively with all city staff.

In 2009 Dan over saw a request for proposal for a complete overhaul of the City of Placentia broadcasting equipment and broadcast booth including but not limited to: assisting with bid recommendations and specifications for equipment; coordinating new system equipment purchases such as three new remote control cameras for the City Council Chambers, a broadcast pix digital switcher for recording and broadcasting meetings in the Council Chambers, a Leightronix Nexus broadcast scheduler for scheduling events and programming, a new audio board to handle both on air audio as well as audio in the council chambers not

intended for recording; repairing and maintaining all new media equipment; and finally completely reworking the electrical in the broadcasting booth to ensure that the channel and broadcasts would run more efficiently and effectively.

EMP has also provided video and photographic services to countless special events for the City of Placentia such as the Tamale Festival, Veterans Day Memorial Service, Heritage Day Parade and Festival, as well as Movies and Concerts in the Park. EMP staff, namely owner Dan Fenstermaker, Production Coordinator Eric Lowy, and Production Assistant Eric Hood, have been the primary contractors overseeing production of the aforementioned events and projects. They also reside locally making them more available on short notice for events and meetings.

EMP has extensive knowledge with editing and playback systems such as Apple Final Cut Pro, Adobe Photoshop, Adobe Premiere, Broadcast Pix, Adobe After Effects, and Leightonix Nexus and Media Systems TightRope, audio/video formats such as H.264, Apple ProRes Codecs, and various MPEG formats, Yamaha and Behring audio mixers, and web streaming programs such as Granicus, and Swagit.

## **References**

At EMP, we have the utmost confidence in our work. We understand that reputation is the key for a successful business. Please feel free to contact the following references with regards to our company's work:

Jeannette Ortega  
Economic Development Manager  
City of Placentia | 401 E. Chapman Ave, Placentia, CA 92870  
714-993-8264

Jon Nicks  
Deputy Director of Orange County Parks  
County of Orange | 13042 Old Myford Road, Irvine, CA 92602  
714-973-6865

Jarad Hildenbrand  
City Manager  
City of Villa Park | 17855 Santiago Blvd, Villa Park, CA. 92861  
714-998-1500

Ken Domer  
Assistant City Manager  
City of Huntington Beach | 2000 Main St, Huntington Beach, CA. 92648  
714-536-5202

Troy Butzlaff  
City Manager  
City of Azusa | 213 E. Foothill Blvd, Azusa, CA. 91702  
626-812-5238

## **Reel**

EMP's Reel is downloadable at the follow link:

<https://www.dropbox.com/s/4sr5v7419m0i15w/Empire%20Reel%20Revised%202015.mov?dl=0>

**PRICING PROPOSAL FORM**

**MEDIA PRODUCTION SERVICES**

**(PLACE THIS FORM ON A SEPARATE ENVELOPE)**

Provide hourly rates, along with estimated annual pricing in accordance with the City's current requirements, as set forth in the Scope of Work. Proposer should use a separate form to state pricing for any added value.

Pricing shall remain firm for a minimum of two (2) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at [www.bls.gov](http://www.bls.gov).)

Employee	Hourly Rate	Hours Worked in a Week	Annual Hours	Total Cost
Eric Lowy	\$30/hr	28	1400	\$42,000
Eric Hood	\$23/hr	12	600	\$13,800

<b>Total Estimated Annual Price: July 1<sup>st</sup> - June 30<sup>th</sup></b>	<b>\$ 55,800</b>
---	------------------

Please provide a time estimate for response to calls for unscheduled video/production services on an as-need basis and specify any fees or costs associated with such calls.

Contractor represents that it, its employees and subcontractors have all licenses, insurance, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Compensation for the above services shall be based on the actual amount of time spent in adequately performing the Services, and shall be billed at the hourly rate(s) for the positions described.

Invoices shall be submitted to the City monthly as performance of the Services progresses. City shall review and pay the approved charges on such invoices in a timely manner.

**EXHIBIT C**

**CERTIFICATES OF INSURANCE**



## AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT

This Amendment No. 1 ("Amendment") to Professional Services Agreement is made and entered into effective the 19<sup>th</sup> day of June 2018, by and between the CITY OF PLACENTIA, a Charter City and Municipal Corporation ("City"), and EMPIRE MEDIA PRODUCTIONS ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and or collectively referred to as the "Parties."

### R E C I T A L S

(i) City and Consultant entered into an Professional Services Agreement ("Agreement") effective January 1, 2016 through which Consultant, as an independent contractor, has performed media production services to the City of Placentia as more fully explained in the Agreement.

(ii) The Parties desire to amend the Agreement to provide for changes in the term of the Agreement.

(iii) All legal prerequisites to the making of this Amendment No. 1 have occurred.

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

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

Consultant shall be paid as set forth in RFP and Proposal, attached hereto as Exhibit A and Exhibit B. Consultant's monthly compensation shall not exceed Four Thousand Six Hundred and Fifty Dollars (\$4,650.00).

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

This Agreement shall commence on the Effective date of this Amendment No. 1 and continue on a month-to-month agreement, ending December 31, 2018, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

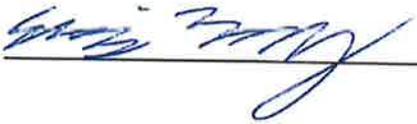
3. All other terms and conditions of the Agreement shall remain in full force and effect.

4. The Agreement, all amendments together with this Amendment No. 1 and all Exhibits attached thereto, 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: 6/28/18

CITY OF PLACENTIA

By:  Date: 08/09/18  
Damien R. Arrula, City Administrator

ATTEST:

By:  Date: 08/15/18  
Patrick J. Mella, City Clerk

APPROVED AS TO FORM:

By:  Date: 8/9/18  
Christian L. Bettenhausen, City Attorney



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/07/2018

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).

<b>PRODUCER</b> DICK NELSON, INSURANCE AGENCY, INC. 9518 19TH STREET ALTA LOMA, CA 91737		<b>CONTACT NAME:</b> Liza Grady <b>PHONE (A/C, No, Ext):</b> 909 989-1828 <b>E-MAIL ADDRESS:</b> liza.Grady.rv3@statefarm.com <b>FAX (A/C, No):</b> 909 989-0415	
<b>INSURED</b> LOWY, ERIC DBA EMPIRE MEDIA PRODUCTIONS 5062 WOODCREST DR YORBA LINDA CA 92886-3924		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : State Farm Mutual Automobile Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
		<b>NAIC #</b> 25178	

### 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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	Y		92-EG-T150-0 G	01/13/2018	01/13/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> TRVL TRLR <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) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE  DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**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 additional insureds with respect to liability arising out of activities performed by or on behalf of the named insured pursuant to its contract with the city: products and completed operations of the named insured: premises owned, occupied or used by the Named Insured: Any other insurance maintained by the city of Placentia shall be excess and not contributory

### CERTIFICATE HOLDER

### CANCELLATION

City of Placentia  
Attn: City Administrator  
401 E. Chapman Ave.  
Placentia, Ca. 92870

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

ATTACHMENT 2

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**CMP-4860.1 ADDITIONAL INSURED — DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:  
BUSINESSOWNERS COVERAGE FORM

**SCHEDULE**

**Policy Number:** 92EGT1500

**Named Insured:**

LOWY, ERIC  
DBA EMPIRE MEDIA PRODUCTIONS  
5062 WOODCREST DR  
YORBA LINDA CA 92886-3924

**Name And Address Of Additional Insured Person Or Organization:**

City of Placentia  
401 E Chapman AVE  
Placentia CA  
92870

- 1. SECTION II — WHO IS AN INSURED of SECTION II — LIABILITY** is amended to include, as an additional insured, any person or organization shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by:
- a. **Premises And Ongoing Operations**  
Your acts or omissions or the acts or omissions of those acting on your behalf:
    - (1) In connection with your premises; or
    - (2) In the performance of your ongoing operations; or
  - b. **Products—Completed Operations**  
"Your work" performed for that additional insured and included in the "products-completed operations hazard".  
However, Paragraph 1. above is subject to the following:
    - a. The insurance afforded to the additional insured only applies to the extent permitted by law;
  - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance provided to the additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and
  - c. If the contract or agreement between you and the additional insured is governed by California Civil Code Section 2782 or 2782.05, the insurance provided to the additional insured is the lesser of that which:
    - (1) Is allowed for the satisfaction of a defense or indemnity obligation by California Civil Code Section 2782 or 2782.05 for your sole liability; or
    - (2) You are required by contract or agreement to provide for such additional insured.
- We have no duty to defend or indemnify the additional insured under this endorsement until a claim or "suit" is tendered to us.

2. Any insurance provided to the additional insured shall only apply with respect to a claim made or a "suit" brought for damages for which you are provided coverage.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

3. With respect to the insurance afforded to the additional insured, the following is added to **SECTION II — LIMITS OF INSURANCE:**

If coverage provided to the additional insured is required by contract or agreement, the most we will pay on behalf of the additional insured will be the lesser of the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits Of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

4. With respect to the insurance afforded to the additional insured, the following is added to Paragraph 3. **Duties In The Event Of Occurrence, Offense, Claim Or Suit of SECTION II — GENERAL CONDITIONS:**

The additional insured must:

- a. See to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense;

- b. Tender the defense and indemnity of any claim or "suit" to us and to all other insurers who may have insurance potentially available to the additional insured; and
  - c. Agree to make available any other insurance the additional insured has for defense or damages for which we would provide coverage under **SECTION II — LIABILITY.**
5. With respect to the insurance afforded the additional insured, the following replaces **SECTION II — LIABILITY** of Paragraph 7. **Other Insurance of SECTION I AND SECTION II — COMMON POLICY CONDITIONS:**

- a. This insurance is primary and will not seek contribution from any other insurance available to the additional insured, provided that the additional insured is a named insured under such other insurance.
- b. Regardless of any agreement between you and the additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

There will be no refund of premium in the event this endorsement is cancelled.

All other policy provisions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**CMP-4787 WAIVER OF TRANSFER OF RIGHTS OR RECOVERY AGAINST  
OTHERS TO US**

---

This endorsement modifies insurance provided under the following:  
BUSINESSOWNERS COVERAGE FORM

**SCHEDULE**

**Policy Number:** 92-EGT-150-0

**Named Insured:**

LOWY, ERIC  
DBA EMPIRE MEDIA PRODUCTIONS  
5062 WOODCREST DR  
YORBA LINDA CA 92886-3924

**Name And Address Of Person Or Organization:**

City of Placentia  
401 E Chapman AVE  
Placentia CA  
92870

The following is added to Paragraph 10.b. of SECTION I AND SECTION II — COMMON POLICY CONDITIONS:

We waive any right of recovery we may have against the person or organization shown in the Schedule because of payments we make for injury or damage arising out of:

- a. Your ongoing operations; or
- b. "Your work" done under contract with that person or organization and included in the "products-completed operations hazard".

This waiver applies only to the person or organization shown in the Schedule.

All other policy provisions apply.

CMP-4787

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# Placentia City Council

## **AGENDA REPORT**

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF DEVELOPMENT SERVICES

DATE: DECEMBER 18, 2018

SUBJECT: **PROPOSED AMENDMENTS TO THE BYLAWS OF THE ECONOMIC DEVELOPMENT COMMITTEE**

FISCAL  
IMPACT: NONE

### **SUMMARY:**

At the November 27, 2018 Special Meeting of the Economic Development Committee (Committee), six (6) Committee Members were present and voted to request that the City Council amend the Committee's bylaws in an effort to increase meeting attendance and ensure that a quorum is present at meetings. Per section 4b of Resolution R-2012-12, meeting times and locations for the Economic Development Committee may be amended as needed through amendment by the City Council. This action would adopt a resolution incorporating the recommendations of the Economic Development Committee and update the bylaws pertaining to meeting times and locations, number of Committee Members, and suggested composition of Committee Members.

### **RECOMMENDATION:**

It is recommended that City Council take the following action:

1. Review and discuss the proposed revised bylaws of the Economic Development Committee; and
2. Adopt Resolution R-2018-XX, A resolution of the City Council of the City of Placentia, California amending the bylaws of the Economic Development Committee.

### **DISCUSSION:**

On April 3, 2012, the City Council approved Resolution R-2012-12, establishing the creation and bylaws of the Economic Development Committee. The purpose of the Economic Development Committee is to advise the City Council on business issues and to design, develop, and implement a comprehensive economic development program for the City of Placentia. In subsequent years, the Committee has struggled to obtain the quorum necessary to conduct regular meetings.

**1. h.**  
**December 18, 2018**

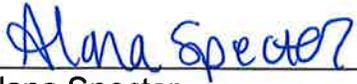
At the Special Meeting of November 27, 2018, current Committee Members proposed to amend the bylaws pertaining to meeting times and locations, number of Committee Members, and suggested composition of Committee Members to improve involvement and meeting attendance.

Economic development activities are deemed to be a critical need within the City of Placentia in an effort to establish a consistent and effective emphasis on business assistance and financial stability for City revenues, primarily through the development and retention of sales tax generating businesses. Historically, the City has been considered a higher quality bedroom community with a larger industrial base. Commercially zoned land use is comparatively minimal and opportunities for enhancing the commercial viability of available and underutilized land uses need to be planned carefully to maintain the high residential character of the City, while increasing its underlying fiscal position.

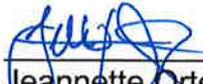
The Economic Development Committee voted 6-0-1-0 (Ayes: 6, Noes: 0, Absent: 1, Abstained: 0) to propose the following changes to the bylaws listed in Resolution R-2012-12:

<b>Current Bylaws</b>	<b>Proposed Bylaw Amendments</b>
The Economic Development Committee will be composed of nine (9) regular members and two (2) alternate members	The Economic Development Committee will be composed of seven (7) regular members and two (2) alternate members
Members to be appointed by the Mayor and approved by the City Council	Members to be appointed and approved by the City Council
<p>The Committee shall be comprised of one representative from each of the following organizations and or groups:</p> <ul style="list-style-type: none"> <li>○ Placentia Chamber of Commerce (Two Members)</li> <li>○ Placentia Yorba Linda Unified School District</li> <li>○ Real Estate Industry</li> <li>○ Hotels/Accommodations</li> <li>○ Restaurants</li> </ul> <p>And one representative from each of the following categories:</p> <ul style="list-style-type: none"> <li>○ Retail Business</li> <li>○ Manufacturing Business</li> <li>○ Service Industry</li> </ul>	<p>The Committee may be comprised of representatives from the following organizations and or groups:</p> <ul style="list-style-type: none"> <li>○ Placentia Chamber of Commerce</li> <li>○ Placentia Yorba Linda Unified School District</li> <li>○ Real Estate Industry</li> <li>○ Hotels/Accommodations</li> <li>○ Restaurants</li> <li>○ Retail Business</li> <li>○ Manufacturing Business</li> <li>○ Service Industry</li> </ul>
The Economic Development Committee shall hold regular meetings on the 4 <sup>th</sup> Tuesday of each month, at 6:00 p.m.	The Economic Development Committee shall hold regular meetings on the 4 <sup>th</sup> Tuesday of every other month at 4:00 p.m., occurring in the months of January, March, May, July, September, and November

Prepared by:

  
\_\_\_\_\_  
Alana Spector  
Office Assistant, Development Services

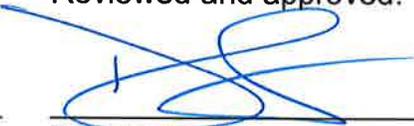
Reviewed and approved:

  
\_\_\_\_\_  
Jeannette Ortega  
Assistant to the City Administrator/  
Economic Development Manager

Reviewed and approved:

  
\_\_\_\_\_  
Joseph M. Lambert  
Director of Development Services

Reviewed and approved:

  
\_\_\_\_\_  
Damien R. Arrula  
City Administrator

Attachments:

1. Resolution R-2018-XX
2. Draft Bylaws
3. Resolution R-2012-12

## RESOLUTION NO. R-2018-XX

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, AMENDING THE BYLAWS OF THE ECONOMIC DEVELOPMENT COMMITTEE

#### A. Recitals

(i). The City Council has determined that the establishment of a standing committee regarding economic development will be beneficial to the City.

(ii). At the April 3, 2012 Meeting, City Council approved Resolution R-2012-12, establishing the creation and bylaws of the Economic Development Committee.

(iii). Resolution R-2012-12 requires any amendment to the bylaws must be approved by the City Council.

(iv). At the November 27, 2018, the Economic Development Committee proposed amending the bylaws of the Economic Development Committee in an effort to improve meeting attendance and participation.

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

#### B. Resolution

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

1. In all respects as set forth in the Recitals, Part A., of this Resolution.
2. The purpose of the Economic Development Committee is to advise the City Council on business issues and to design, develop, and implement a comprehensive economic development program for the City of Placentia.
3. The Economic Development Committee will be composed of seven (7) regular members and two (2) alternate members appointed and approved by the City Council. The City Council determined that Committee members and alternates need not be Placentia residents, but must represent a business located in Placentia.
4. The Economic Development Committee may be comprised of representatives from each of the following organizations and/or groups: Placentia Chamber of Commerce; Placentia Yorba Linda Unified School District; Real Estate Industry; Hotels/Accommodations; Restaurants; Retail Business; Manufacturing Business; and Service Industry.

5. The term of office for the Economic Development Committee members and treatment of vacancies shall be as provided for in the City Council approved bylaws.

6. The Economic Development Committee shall hold regular meetings on the 4th Tuesday of every other month in the months of January, March, May, July, September, and November, at 4:00 p.m. Meeting times and locations may be amended, as needed, through amendment by the City Council.

7. The provisions of the Ralph M. Brown Act shall apply to the Economic Development Committee as a standing committee of the City Council.

PASSED, ADOPTED AND APPROVED this 18<sup>th</sup> day of December 2018.

\_\_\_\_\_  
Rhonda Shader, 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 18th day of December 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

## **DRAFT**

### **ECONOMIC DEVELOPMENT COMMITTEE**

The Placentia Economic Development Committee was established by the Placentia City Council on April 3, 2012 and amended on December 18, 2018.

#### **Section 1. Purpose**

The purpose of the Economic Development Committee is to advise the City Council on business issues and to design, develop, and implement a comprehensive economic development program for the City of Placentia.

#### **Section 2. Membership**

The Economic Development Committee is composed of seven (7) regular members and two (2) alternate members appointed and approved by the City Council. Committee members and alternates need not be Placentia residents, but must represent a business located in Placentia. It is suggested that the Committee be comprised of representatives from the following organizations and/or groups:

- Placentia Chamber of Commerce
- Placentia Yorba Linda Unified School District
- Real Estate Industry
- Hotels/Accommodations
- Restaurants
- Retail Business
- Manufacturing Business
- Service Industry

In addition, the City Council may appoint a Council liaison to serve on the Economic Development Committee in a non-voting capacity.

#### **Section 3. Term of Office and Removal**

The term of office for the Economic Development Committee members will be three years, or until reappointed or a successor is appointed. The term of office for alternates is two years or until reappointed or a successor is appointed. Members and alternates are expected to attend all meetings. When any member or alternate has three or more unexcused absences in a 12-month period, the Committee shall forward this information to the City Council for review and possible removal of the member or alternate from the Committee. Any member or alternate of the Economic Development Committee may be removed from office by a majority vote of the City Council at a regularly scheduled Council meeting.

Members and alternates may apply for reappointment by submitting a letter or email of interest to the City Clerk with a copy to the Committee Chair one month prior to the expiration of his/her term of office. Any member or alternate of the Committee who wishes to resign should submit a letter of resignation or email to the City Clerk with a copy to the Committee Chair.

#### Section 4. Vacancies

Vacancies will be filled for the unexpired portion of the term in the same manner as the original appointment.

#### Section 5. Officers

A Chair and Vice Chair will be selected annually at the first meeting of the calendar year from the appointed members for a term of one year. The Chair will call for meetings and preside over all sessions. In the absence of the Chair, the Vice Chair will preside. In the absence of both the Chair and Vice Chair, the member with the longest continuous service on the Committee will preside.

#### Section 6. Meetings

The Economic Development Committee shall hold regular meetings on the 4th Tuesday of every other month, at 4:00 p.m. in the months of January, March, May, July, September, and November. All meetings are subject to the Brown Act and shall be open to the public. Should a scheduled meeting occur on a holiday, said meeting will be deferred to the same day of the following week or to a date agreed upon by a majority of the Committee. Special meetings of the Economic Development Committee may be called by a majority of the members, Chair, or City Council. Notice of any special meeting shall be given as required by law. Except as otherwise provided by these Bylaws, the Committee will follow the latest edition of Robert's Rules of Order for the orderly conduct of meetings.

#### Section 7. Quorum

Any four (4) members of the Committee shall constitute a quorum for the transaction of business.

#### Section 8. Voting and Seating of Alternates

Voting authority is extended to seven regular members. An alternate member shall vote only if seated in the absence of a regular member. In the event that a regular member is absent, alternate members shall be seated in order of their alternate position. If a member arrives after an alternate has been seated, the alternate shall remain as the voting member until the end of the meeting.

#### Section 9. Duties of Committee to be Advisory Only

The Committee is empowered to advise and make recommendations to the Mayor and City Council, and as appropriate to the Industrial Commercial Development Authority (ICDA), Planning Commission other Commissions or Committees of the City on such matters as may be specifically referred to the Committee by the Mayor or City Council including but not limited to:

- Determining new strategies for economic development within the City;
- Identifying constraints and incentives to economic development;
- Identifying new sources of revenue for the consideration of the City Council and/or the ICDA; and
- Serve as a focal point for the community and the City on economic development projects and issues.

The Committee shall deliver an annual report to the City Council in written and oral form on or about the first meeting in February of every year, and when appropriate, during other times as directed by the Mayor or Council.

The Economic Development Committee may from time to time provide its reports and recommendations regarding strategies for economic development and other matters that will improve the overall business climate within the community and enhance the attractiveness of the City to future business prospects.

Nothing herein contained shall be construed as a limitation on the power of the City Council or the administrative staff of the City in their supervision or authority over property or personnel under their jurisdictions.

#### Section 10. Assistance of Staff

The City Administrator of the City of Placentia shall provide the Economic Development Committee with such information and staff assistance as the Economic Development Committee may from time to time request subject to the limitations imposed by the City Council. The staff member designated by the City Administrator shall attend meetings of the Economic Development Committee and submit such reports as said Economic Development Committee may request and as deemed necessary or desirable, subject to limitations imposed by the City Council.

**RESOLUTION NO. R-2012-12**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, ESTABLISHING AN ECONOMIC DEVELOPMENT COMMITTEE.**

**A. Recitals.**

(i). The City Council has determined that the establishment of a standing committee regarding economic development will be beneficial to the City.

(ii). The provisions of the Ralph M. Brown Act shall apply to the Economic Development Committee as a standing committee of the City Council.

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

**B. Resolution.**

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

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

2. The purpose of the Economic Development Committee is to advise the City Council on business issues and to design, develop, and implement a comprehensive economic development program for the City of Placentia.

3. The Economic Development Committee will be composed of nine (9) regular members and two (2) alternate members appointed by the Mayor and approved by the City Council. The City Council determined that Committee members and alternates need not be Placentia residents, but must represent a business located in Placentia.

4. The Economic Development Committee shall be comprised of one representative from each of the following organizations and/or groups: Placentia Chamber of Commerce (Two Members); Placentia Yorba Linda Unified School District; Real Estate Industry; Hotels/Accommodations; Restaurants; and one representative from each of the following business categories: Retail Business; Manufacturing Business; and Service Industry.

5. The term of office for the Economic Development Committee members and treatment of vacancies shall be as provided for in the City Council approved bylaws.

6. The Economic Development Committee shall hold regular meetings on the 4<sup>th</sup> Tuesday of each month, at 6:00 p.m. The Committee shall not meet during the months of July and December. Meeting times and locations may be amended, as needed, through amendment by the City Council.

7. The provisions of the Ralph M. Brown Act shall apply to the Economic Development Committee as a standing committee of the City Council.

PASSED, ADOPTED AND APPROVED this 3<sup>rd</sup> day of April, 2012.

  
JEREMY B. YAMAGUCHI,  
MAYOR

Attest:

  
PATRICK J. MELIA, CITY CLERK



STATE OF CALIFORNIA  
COUNTY OF ORANGE

I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 3<sup>rd</sup> day of April, 2012 by the following vote:

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

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

APPROVED AS TO FORM:

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



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF FINANCE

DATE: DECEMBER 18, 2018

SUBJECT: **MEASURE M (M2) EXPENDITURE REPORT FOR FISCAL YEAR 2017-18**

FISCAL  
IMPACT: NONE

### **SUMMARY:**

On November 6, 1990, Orange County voters approved Measure M, which authorized the imposition of a one-half percent (1/2%) sales tax for a 20-year period effective April 1, 1991, to provide funding for regional and local transportation projects. On November 7, 2006, voters approved Measure M (M2). M2 is a 30-year, multi-billion dollar program extension of the original Measure M with a new slate of transportation projects and programs. The City of Placentia receives local M2 funds each year. Adoption of the attached resolution will approve and adopt the M2 Expenditure Report for submittal to the Orange County Transportation Authority (OCTA) as part of the M2 compliance.

### **RECOMMENDATION:**

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

Adopt Resolution No. R-2018-XX, A resolution of the City Council of the City of Placentia, California, concerning the Measure M2 Expenditure Report for the City of Placentia for the Fiscal Year ending June 30, 2018.

### **DISCUSSION:**

The expenditure report is a detailed financial report submitted by the City and used to track financial activity as it relates to M2 and other improvement funds. The report accounts for funds received, interest earned, and use of M2 and other funds. The report is used to validate eligible use of funds and must be submitted within six (6) months following the end of the City's fiscal year.

**FISCAL IMPACT:**

There is no fiscal impact. The M2 Expenditure Report is a receive and file document that is a required component of M2 compliance and must be submitted in order to qualify for current and future M2 funding.

Prepared by:



Henry Chao, CPA  
Acting Accounting Manager

Reviewed and approved:



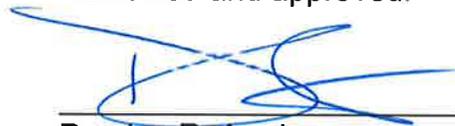
Kim Krause  
Director of Finance

Reviewed and approved:



Luis Estevez  
Director of Public Works

Reviewed and approved:



Damien R. Arrula  
City Administrator

**Attachments:**

1. Resolution No. R-2018-XX
2. Measure M2 Expenditure Report

**RESOLUTION NO. R-2018-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, CONCERNING THE MEASURE M2 EXPENDITURE REPORT FOR THE CITY OF PLACENTIA FOR THE FISCAL YEAR ENDING JUNE 30, 2018**

WHEREAS, Local Transportation Authority Ordinance No. 3 requires local jurisdictions to adopt an annual Expenditure Report to account for Net Revenues, developer/traffic impact fees, and funds expended by local jurisdiction that satisfy the Maintenance of Effort requirements; and

WHEREAS, the Expenditure Report shall include all Net Revenue fund balances, interest earned, and expenditures identified by type and program or project; and

WHEREAS, the Expenditure Report must be adopted and submitted to the Orange County Transportation Authority (OCTA) each year within six months of the end of the local jurisdiction's fiscal year to be eligible to receive Net Revenues as part of Measure M2.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF PLACENTIA, does hereby inform OCTA that:

- a) The M2 Expenditure Report is in conformance with the M2 Expenditure Report Template provided in the Renewed Measure M Eligibility Guidelines and accounts for Net Revenues including interest earned, expenditures during the fiscal year and balances at the end of fiscal year.
- b) The M2 Expenditure Report is hereby adopted by the City of Placentia.
- c) The City of Placentia's Director of Finance is hereby authorized to sign and submit the Measure M2 Expenditure Report to OCTA for the fiscal year ending June 30, 2018.

**PASSED, APPROVED AND ADOPTED on the 18<sup>th</sup> day of December 2018.**

---

Rhonda Shader, 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 18th day of December 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

**M2 Expenditure Report  
Fiscal Year Ended June 30, 2018  
Beginning and Ending Balances**

Description	Line No.	Amount	Interest
<b>Balances at Beginning of Fiscal Year</b>			
A-M Freeway Environmental Mitigation	1	\$ -	\$ -
O Regional Capacity Program (RCP)	2	\$ -	\$ -
P Regional Traffic Signal Synchronization Program (RTSSP)	3	\$ -	\$ -
Q Local Fair Share <sup>1</sup>	4	\$ 902,621.60	
R High Frequency Metrolink Service	5	\$ -	\$ -
S Transit Extensions to Metrolink	6	\$ -	\$ -
T Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	7	\$ -	\$ -
U Senior Mobility Program or Senior Non-Emergency Medical Program <sup>1</sup>	8	\$ 9,521.69	\$ -
V Community Based Transit/Circulators	9	\$ -	\$ -
W Safe Transit Stops	10	\$ -	\$ -
X Environmental Cleanup Program (Water Quality) <sup>1</sup>	11	\$ -	\$ -
Other*	12	\$ -	\$ -
<b>Balances at Beginning of Fiscal Year</b>	13	\$ 912,143.29	\$ -
Monies Made Available During Fiscal Year	14	\$ 566,264.04	\$ 8,728.78
<b>Total Monies Available (Sum Lines 13 &amp; 14)</b>	15	\$ 1,478,407.33	\$ 8,728.78
Expenditures During Fiscal Year	16	\$ 1,246,791.36	\$ 8,728.78
<b>Balances at End of Fiscal Year</b>			
A-M Freeway Environmental Mitigation	17	\$ -	\$ -
O Regional Capacity Program (RCP)	18	\$ -	\$ -
P Regional Traffic Signal Synchronization Program (RTSSP)	19	\$ -	\$ -
Q Local Fair Share	20	\$ 414,728.92	\$ -
R High Frequency Metrolink Service	21	\$ -	\$ -
S Transit Extensions to Metrolink	22	\$ -	\$ -
T Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	23	\$ -	\$ -
U Senior Mobility Program or Senior Non-Emergency Medical Program	24	\$ 21,816.33	\$ -
V Community Based Transit/Circulators	25	\$ (44,929.28)	\$ -
W Safe Transit Stops	26	\$ -	\$ -
X Environmental Cleanup Program (Water Quality)	27	\$ (160,000.00)	\$ -
Other*	28	\$ -	\$ -

<sup>1</sup> Beginning balances restated to reclassify reimbursements against prior fiscal year project expenditures

**M2 Expenditure Report**  
**Fiscal Year Ended June 30, 2018**  
**Sources and Uses**

Description		Line No.	Amount	Interest
<b>Revenues:</b>				
<b>A-M</b>	Freeway Environmental Mitigation	1	\$ -	\$ -
<b>O</b>	Regional Capacity Program (RCP)	2	\$ -	\$ -
<b>P</b>	Regional Traffic Signal Synchronization Program (RTSSP)	3	\$ -	\$ -
<b>Q</b>	Local Fair Share	4	\$ 511,451.28	\$ 8,728.78
<b>R</b>	High Frequency Metrolink Service	5	\$ -	\$ -
<b>S</b>	Transit Extensions to Metrolink	6	\$ -	\$ -
<b>T</b>	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	7	\$ -	\$ -
<b>U</b>	Senior Mobility Program or Senior Non-Emergency Medical Program	8	\$ 54,812.76	\$ -
<b>V</b>	Community Based Transit/Circulators	9	\$ -	\$ -
<b>W</b>	Safe Transit Stops	10	\$ -	\$ -
<b>X</b>	Environmental Cleanup Program (Water Quality)	11	\$ -	\$ -
	Other*	12	\$ -	\$ -
<b>TOTAL REVENUES (Sum lines 1 to 12)</b>		13	\$ 566,264.04	\$ 8,728.78
<b>Expenditures:</b>				
<b>A-M</b>	Freeway Environmental Mitigation	14	\$ -	\$ -
<b>O</b>	Regional Capacity Program (RCP)	15	\$ -	\$ -
<b>P</b>	Regional Traffic Signal Synchronization Program (RTSSP)	16	\$ -	\$ -
<b>Q</b>	Local Fair Share	17	\$ 999,343.96	\$ 8,728.78
<b>R</b>	High Frequency Metrolink Service	18	\$ -	\$ -
<b>S</b>	Transit Extensions to Metrolink	19	\$ -	\$ -
<b>T</b>	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	20	\$ -	\$ -
<b>U</b>	Senior Mobility Program or Senior Non-Emergency Medical Program	21	\$ 42,518.12	\$ -
<b>V</b>	Community Based Transit/Circulators	22	\$ 44,929.28	\$ -
<b>W</b>	Safe Transit Stops	23	\$ -	\$ -
<b>X</b>	Environmental Cleanup Program (Water Quality)	24	\$ 160,000.00	\$ -
	Other*	25	\$ -	\$ -
<b>TOTAL EXPENDITURES (Sum lines 14 to 25)</b>		26	\$ 1,246,791.36	\$ 8,728.78
<b>TOTAL BALANCE (Subtract line 26 from 13)</b>		27	\$ (680,527.32)	\$ -

\*

**M2 Expenditure Report**  
**Fiscal Year Ended June 30, 2018**  
**Streets and Roads Detailed Use of Funds**

Type of Expenditure	Line No.	MOE <sup>2</sup>	+Developer / Impact Fees	O	O Interest	P	P Interest	Q	Q Interest	X	X Interest	Other M2 <sup>3</sup>	Other M2 Interest	Other*	TOTAL
<b>Indirect and/or Overhead</b>	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 231,407.22	\$ 8,728.78	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 240,136.00
<b>Construction &amp; Right-of-Way</b>															
New Street Construction	2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Street Reconstruction	3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 750,533.35	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 750,533.35
Signals, Safety Devices, & Street Lights	4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,403.39	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,403.39
Pedestrian Ways & Bikepaths	5	\$ 13,155.56	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,155.56
Storm Drains	6	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 160,000.00	\$ -	\$ -	\$ -	\$ -	\$ 160,000.00
Storm Damage	7	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Construction<sup>1</sup></b>	8	\$ 13,155.56	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 767,936.74	\$ -	\$ 160,000.00	\$ -	\$ -	\$ -	\$ -	\$ 941,092.30
Right of Way Acquisition	9	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Construction &amp; Right-of-Way</b>	10	\$ 13,155.56	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 767,936.74	\$ -	\$ 160,000.00	\$ -	\$ -	\$ -	\$ -	\$ 941,092.30
<b>Maintenance</b>															
Patching	11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Overlay & Sealing	12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Street Lights & Traffic Signals	13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Storm Damage	14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Street Purpose Maintenance	15	\$ 655,272.55	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 655,272.55
<b>Total Maintenance<sup>1</sup></b>	16	\$ 655,272.55	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 655,272.55
<b>Other</b>	17	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 87,447.40	\$ -	\$ -	\$ 87,447.40
<b>GRAND TOTALS (Sum Lines 1, 10, 16, 17)</b>	18	\$ 668,428.11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 999,343.96	\$ 8,728.78	\$ 160,000.00	\$ -	\$ 87,447.40	\$ -	\$ -	\$ 1,923,948.25

<sup>1</sup> Includes direct charges for staff time  
<sup>2</sup> Local funds used to satisfy maintenance of effort (MOE) requirements  
<sup>3</sup> Other M2 includes A-M, R,S,T,U,V, and W  
+ Transportation related only  
\*

Project	Description
A-M	Freeway Environmental Mitigation
O	Regional Capacity Program (RCP)
P	Regional Traffic Signal Synchronization Program (RTSSP)
Q	Local Fair Share
R	High Frequency Metrolink Service
S	Transit Extensions to Metrolink
T	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems
U	Senior Mobility Program or Senior Non-Emergency Medical Program
V	Community Based Transit/Circulators
W	Safe Transit Stops
X	Environmental Cleanup Program (Water Quality)

**M2 Expenditure Report**  
**Fiscal Year Ended June 30, 2018**  
**Local Fair Share Project List**

PROJECT NAME	AMOUNT EXPENDED
Metrolink Station - J/L# 61019	438140.13
Placentia Avenue Rehabilitation - J/L# 61033	206522
Kraemer Blvd Resurfacing Project - J/L# 61144	73113.22
Chapman Placentia Intersection - J/L# 61148	32758
Safe Routes to Schools Project - J/L# 68003	17403.39
Administration	240136

**M2 Expenditure Report**  
**Fiscal Year Ended June 30, 2018**

I certify that the interest earned on Net Revenues allocated pursuant to the Ordinance shall be expended only for those purposes for which the Net Revenues were allocated and all the information attached herein is true and accurate to the best of my knowledge:

Kim Krause  
Director of Finance (Print Name) \_\_\_\_\_

\_\_\_\_\_ Date

\_\_\_\_\_  
Signature