



Regular Meeting Agenda January 15, 2019

Placentia City Council

Placentia City Council Acting as 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

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Mission Statement

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

Vision Statement

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

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

Procedures for Addressing the Council/Board Members

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

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

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

Special Accommodations

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

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

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

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING AGENDA - CLOSED SESSION
January 15, 2019
5:00 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

ROLL CALL: Councilmember/Board Member Green
Councilmember/Board Member 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. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Pursuant to Government Code Section 54957(b)(1):
Title: City Administrator
2. Pursuant to Government Code Section 54956.8
CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: 229 Alta Street APN: 339-061-10
Agency Negotiator: Damien R. Arrula, City Administrator
Negotiating Parties: Housing Successor Agency to the Placentia Redevelopment Agency of the City of Placentia
Under Negotiations: Price and Terms of Payment
3. Pursuant to Government Code Section 54956.8
CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: 120 S. Bradford Avenue
Agency Negotiator: Damien R. Arrula, City Administrator
Negotiating Parties: Art M. Gastelum
Under Negotiations: Price and Terms of Payment
4. Pursuant to Government Code Section 54956.8
CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: 527 Fee Ana Street APN: 346-015-07
Agency Negotiator: Damien R. Arrula, City Administrator
Negotiating Parties: OERP, LLC
Under Negotiations: Price and Terms of Payment
5. 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
6. Pursuant to Government Code Section 54956.9(d)(2):
CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation
Significant exposure to litigation: (2 Cases)

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

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING AGENDA
January 15, 2019
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 Kurt Schonheinz

PLEDGE OF ALLEGIANCE: Girl Scouts of Orange County, Placentia Service Unit Honor Guard

PRESENTATIONS:

- a. **Recognition of the Retirement of Matt Reynolds and His 38 Years of Service to the City of Placentia**
Recipient: Matt Reynolds
Presenters: Mayor Shader and City Administrator Arrula

- b. **Proclamation Recognizing January 20-26, 2019 as National School Choice Week in the City of Placentia**

- c. **Proclamation Recognizing January 13, 2019 as Korean American Day**
Recipient: Pilha Shim, President, Orange County Chapter of Korean American Foundation of USA
Presenter: Mayor Shader

- d. **Recognition of Volunteers in Police Service (VIPS) for Dedication to the Placentia Police Department**
Recipients: Volunteers in Police Service (VIPS)
Presenters: Mayor Shader and Chief of Police Lenyi

CLOSED SESSION REPORT:

CITY ADMINISTRATOR REPORT:

- **Quality of Life Community Videos**
- **Measure U Update**

ORAL COMMUNICATIONS:

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

CITY COUNCIL/BOARD MEMBER COMMENTS:

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

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

- 1.a. **Consideration to Waive Reading in Full of all Ordinances and Resolutions**
Fiscal Impact: None
Recommended Action: Approve

- 1.b. **City Fiscal Year 2018-19 Register for January 15, 2019**
Check Register
Fiscal Impact: \$2,844,233.36
Electronic Disbursement Register
Fiscal Impact: \$802,854.92
Recommended Action: It is recommended that the City Council:
1) Receive and file

- 1.c. **Acceptance of Resignations from the Heritage Festival Committee and Recreation and Parks Commission**
Fiscal Impact: None
Recommended Action: It is recommended that the City Council:
1) Accept the resignation of Bruce Hunt from the Heritage Festival Committee and Recreation and Parks Commission, and Paul Petty from the Heritage Festival Committee; and
2) Update the City’s master Commission/Committee vacancy list to include the vacancies on the Commissions and Committees indicated above.

- 1.d. **Award of Construction Contract for Pedestrian Accessibility Project Phase VII, Project No. 1907**
Fiscal Impact: Expense: \$152,945.01 Project Cost
Budgeted: \$185,334.00 Capital Improvement Program Budget
Fiscal Year 2018-19
No General Fund Dollars Will Be Spent on This Project
Recommended Action: It is recommended that the City Council:
1) Approve a Public Works Agreement for Pedestrian Accessibility Project Phase VII, City Project No. 1907, with SDC Engineering Inc., for an amount not-to-exceed \$120,524.56; and
2) Reject all other bids received and authorize return of the bid bonds; and
3) Authorize the City Administrator to approve contract change orders up to 10%, or \$12,052.45; and
4) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

- 1.e. **Second Reading of Ordinance No. O-2018-10 Approving Disposition and Development Agreement (DDA) No. 2018-02 with Placentia Hospitality Group, LLC (Fine Hospitality Group)**
Fiscal Impact: Revenue: \$2,399,000 Development Impact Fees
\$1,552,000 Property Acquisition
\$ 455,520 Annual Estimated Transit Occupancy Tax (TOT)
Recommended Action: It is recommended that the City Council:
1) Waive full reading, by title only, and adopt 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.
- 1.f. **Fourth Quarter Fiscal Year 2017-18 Treasurer’s Report**
Fiscal Impact: None
Recommended Action: It is recommended that the City Council:
1) Receive and file the fourth quarter Fiscal Year 2017-18 Treasurer’s Report.
- 1.g. **Tentative Parcel Map (TPM) No. 2007-186 Pertaining to the Subdivision of a +/- 0.57 Acre Lot into Three Parcels Located at 1802 N. Valencia Avenue, East Side of Valencia Avenue Between Valencia Avenue and the Western Terminus of Alcott Avenue**
Fiscal Impact: Approximately \$20,000 of Development Impact Fee Revenue Prior to Construction of Two New Single-Family Residences
Recommended Action: It is recommended that the City Council:
1) Adopt Resolution R-2019-01, A resolution of the City Council of the City of Placentia, California, adopting a categorical exemption pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000-21177 and §15000 *et seq.* of Title 14 of the California Code of Regulations) (CEQA) and Approving Tentative Parcel Map (TPM) 2007-186 pertaining to the subdivision of property located on the east side of Valencia Avenue between Valencia Avenue and the west terminus of Alcott Avenue (Assessor’s Parcel Number 346-361-50) and making findings in support thereof.
- 1.h. **City of Placentia Disaster Council Appointments**
Fiscal Impact: None
Recommended Action: It is recommended that the City Council:
1) Review the appointment of Mayor Pro-Tem Smith, who shall serve as a general member, to serve on the Placentia Disaster Council; and
2) Direct staff to update all Emergency Services plans to reflect the new appointments of Mayor Shader and Mayor Pro-Tem Smith to the Placentia Disaster Council.
- 1.i. **Agreement with State of California Department of Tax and Fee Administration for Administration of City of Placentia Transactions and Use Tax and Agreement for Preparation to Administer and Operate City of Placentia Transactions and Use Tax Ordinance**
Fiscal Impact: Preparation to Administer Costs Not-to-Exceed \$175,000
(On-Going Administrative Costs to Be Determined)
Recommended Action: It is recommended that the City Council:
1) Approve Resolution No. R-2019-02, A resolution of the City Council of the City of Placentia, California authorizing the City Administrator to execute agreements with the California Department of Tax and Fee Administration for implementation of a local transactions and use tax; and

- 2) Approve the agreement for Preparation to Administer and Operate City of Placentia's Transactions and Use Tax Ordinance; and
- 3) Approve the agreement for State Administration of City of Placentia's Transactions and Use Taxes; and
- 4) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

SUCCESSOR AGENCY CONSENT CALENDAR:

1.j. **Recognized Obligation Payment Schedule (ROPS 19-20) for July 1, 2019 Through June 30, 2020**

Fiscal Impact: RPTTF Funded Non-Admin Obligations: \$1,945,253
 RPTTF Funded Administrative Overhead: \$ 250,000
 Total ROPS 19-20 Expenditure Request: \$2,195,253

Recommended Action: It is recommended that the City Council:

- 1) Approve Resolution SA-2019-01, A resolution of the City Council of the City of Placentia, California, Acting as the Successor Agency to the Redevelopment Agency of the City of Placentia, California, approving and adopting the Recognized Obligation Payment Schedule for the period of July 1, 2019 to June 30, 2020 (ROPS 19-20).

2. PUBLIC HEARINGS: None

3. REGULAR AGENDA:

3.a. **Exclusive Negotiating Agreement with OERP, LLC for Real Property Located at 527 Fee Ana Street for Proposed Regional Navigation Center**

Fiscal Impact: \$130,000 Letter Agreement
 No General Fund Dollars Will Be Used

Recommended Action: It is recommended that the City Council:

- 1) Execute an Exclusive Negotiating Agreement (ENA) with OERP, LLC for real property located at 527 Fee Ana Street; and
- 2) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

CITY COUNCIL/BOARD MEMBERS REQUESTS:

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

Adjourned in Memory of

Dennis O'Hern, a longtime member of Placentia Kiwanis who exemplified selfless community involvement for those less fortunate.

ADJOURNMENT:

The City Council/Successor Agency/ICDA Agency Board of Directors will adjourn to Tuesday, February 5, 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:

- Traffic Signal Power Outage Policy Update
- Agreement for Storm Water Pump Station Maintenance Services
- CFD, LMD & SLD Property Annexation
- Urban Forest Management Program

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 January 15, 2019 meetings of the City Council, Successor Agency, and Industrial Commercial Development Authority was posted on January 10, 2019.

City of Placentia
Check Register
For 1/15/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	Fund Name		Check Totals by Fund		Void Total:	14.00			
	101-General Fund (0010)		2,078,999.94		Check Total:	2,844,233.36			
	116-Rehab Reimbursements Fd (0059)		2,022.75						
	205-State Gas Tax (0017)		9,142.92						
	207-Housing Successor Agency (0053)		106,029.50						
	208-Sccssr Agency Ret Oblg (0054)		497.51						
	210-Measure M (0018)		4,215.07						
	211-PEG Fund (0058)		5,700.25						
	215-Air Quality Management (0019)		1,293.77						
	224-Asset Seiz 15% Training (0073)		569.20						
	225-Asset Seizure (0021)		0.09						
	227-Explorer Grant NOC (0076)		23.49						
	228-NOC-Public Safety Grant(0061)		1,018.45						
	229-Comm Trans Hous Grant (0062)		207.94						
	233-Gen Plan Update Fees (0074)		19,314.14						
	242-City Pub Sfty Impct Fee (0067)		46,815.94						
	247-TOD Sewer Impact Fees (0071)		48,807.99						
	260-Street Lighting Distrc (0028)		30,377.73						
	265-Landscape Maintenance (0029)		35,069.13						
	270-CDBG Fund (0030)		22,465.35						
	275-Sewer Maintenance (0048)		28,758.13						
	280-Misc Grants Fund (0050)		8,464.25						
	401-City Capital Projects (0033)		1,440.00						
	405-Afford Housing In-Lieu (0034)		317.20						
	501-Refuse Administration (0037)		259,855.77						
	601-Employee Health & Wlfre (0039)		4,236.94						
	605-Risk Management (0040)		113,819.96						
	701-Special Deposits (0044)		14,769.95						
	Check Total:		2,844,233.36						

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

1. b.
January 15, 2019

City of Placentia
Check Register
For 01/08/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
RV	FEDEX V000394	TEST	102020-6315 Office Supplies	AP121218	2.00	TEST		00100017	12/13/2018
				Check Total:	2.00				
RV	FIS V008518	TEST	102020-6315 Office Supplies	AP121218	2.00	TEST		00100018	12/13/2018
				Check Total:	2.00				
RV	GLASBY MAINT. SUPPLY COTEST V000445		102020-6315 Office Supplies	AP121218	2.00	TEST		00100019	12/13/2018
				Check Total:	2.00				
RV	GST V009410	TEST	102020-6315 Office Supplies	AP121218	2.00	TEST		00100020	12/13/2018
				Check Total:	2.00				
RV	GUERRERO, GUILLERMINA V009913	TEST	102020-6315 Office Supplies	AP121218	2.00	TEST		00100021	12/13/2018
				Check Total:	2.00				
RV	H&S ENERGY LLC V010680	TEST	102020-6315 Office Supplies	AP121218	2.00	TEST		00100022	12/13/2018
				Check Total:	2.00				
RV	HAZ PARTY RENTALS V000462	TEST	102020-6315 Office Supplies	AP121218	2.00	TEST		00100023	12/13/2018
				Check Total:	2.00				
				Type Total:	14.00				
				Void Total:	14.00				

**City of Placentia
Check Register
For 01/08/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
MW OH	ART OF DANCE & BALLET V007955	FALL INSTRUCTOR PAYMENT	104071-6060 Instructional Services	AP121318	167.21 FALL 2018		00099940	12/13/2018
					Check Total:	167.21		
MW OH	AT & T V008736	DEC CITY HVAC INTERNET	109595-6215 Telephone	AP121318	49.25 DEC 18		00099941	12/13/2018
MW OH	AT & T V008736	DEC PD YARD INTERNET	109595-6215 Telephone	AP121318	60.88 DEC PD 18		00099941	12/13/2018
					Check Total:	110.13		
MW OH	AT&T V004144	OCT-NOV PHONE CHARGES	109595-6215 Telephone	AP121318	2,035.03 121318		00099942	12/13/2018
MW OH	AT&T V004144	OCT-NOV PHONE CHARGES	296561-6215 Telephone	AP121318	573.07 121318		00099942	12/13/2018
MW OH	AT&T V004144	OCT-NOV PHONE CHARGES	109595-6215 / 21009-6215 Telephone	AP121318	10.33 121318		00099942	12/13/2018
					Check Total:	2,618.43		
MW OH	ATHENS SERVICES V006622	SEPT STREET SWEEPING SVS	374386-6290 Dept. Contract Services	AP121318	14,121.45 5674992	P11440	00099943	12/13/2018
MW OH	ATHENS SERVICES V006622	OCT STREET SWEEPING SVS	374386-6290 Dept. Contract Services	AP121318	16,065.49 5816109	P11440	00099943	12/13/2018
					Check Total:	30,186.94		
MW OH	BEAR ELECTRICAL V010997	OCT ROUTINE SIGNAL MAINT	103590-6099 Professional Services	AP121318	3,165.00 7091	P11430	00099944	12/13/2018
MW OH	BEAR ELECTRICAL V010997	OCT EMERGENCY SIGNAL MAINT	103590-6099 Professional Services	AP121318	5,005.25 7182	P11430	00099944	12/13/2018
					Check Total:	8,170.25		
MW OH	BIG TOP RENTALS V002980	TENT RENTAL - TREE LIGHTING	104071-6301 Special Department Supplies	AP121318	3,286.15 87590		00099945	12/13/2018
					Check Total:	3,286.15		
MW OH	CALIFORNIA NEWSPAPER	NOV LEGAL ADVERTISING	101002-6225	AP121318	2,973.48 0000415413		00099946	12/13/2018

**City of Placentia
Check Register
For 01/08/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V009955		Advertising/Promotional						
				Check Total:	2,973.48				
MW OH	CALIFORNIA STATE V010097	NOV LIVE SCAN PROCESSING	101512-6099 Professional Services	AP121318	132.00	ASR17954		00099947	12/13/2018
				Check Total:	132.00				
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Supplies	AP121318	320.02	72035528		00099948	12/13/2018
				Check Total:	320.02				
MW OH	CARL WARREN & CO V008011	OCT LIABILITY ADMIN SVS	404582-6025 Third Party Administration	AP121318	1,603.00	1858398		00099949	12/13/2018
MW OH	CARL WARREN & CO V008011	NOV LIABILITY ADMIN SVS	404582-6025 Third Party Administration	AP121318	1,603.00	1861301		00099949	12/13/2018
				Check Total:	3,206.00				
MW OH	CBE V008124	NOV COPIER OVERAGES	109595-6175 Office Equipment Rental	AP121318	45.11	IN2088283		00099950	12/13/2018
				Check Total:	45.11				
MW OH	CITY OF BREA V000125	PRINTING SVS - BUSINESS CARDS	101512-6315 Office Supplies	AP121318	18.20	ASCS000926		00099951	12/13/2018
				Check Total:	18.20				
MW OH	COMMERCIAL AQUATIC V005203	NOV GOMES POOL MAINT	103654-6290 Dept. Contract Services	AP121318	309.62	1180500		00099952	12/13/2018
MW OH	COMMERCIAL AQUATIC V005203	NOV WHITTEN POOL MAINT	103654-6290 Dept. Contract Services	AP121318	300.00	1180501		00099952	12/13/2018
MW OH	COMMERCIAL AQUATIC V005203	WHITTEN POOL CHEMICALS	103654-6290 Dept. Contract Services	AP121318	201.55	1180562		00099952	12/13/2018
MW OH	COMMERCIAL AQUATIC V005203	WHITTEN POOL CHEMICALS	103654-6290 Dept. Contract Services	AP121318	565.04	1180568		00099952	12/13/2018
				Check Total:	1,376.21				
MW OH	CORELOGIC SOLUTIONS LL	NOV GIS ACCESS TO MAPS, ZONES	101523-6136	AP121318	228.66	501866		00099953	12/13/2018

**City of Placentia
Check Register
For 01/08/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010428		Software Maintenance						
				Check Total:	228.66				
MW OH	DISTINGUISHED PEST V003466	QUARTERLY PEST CONTROL	103654-6290 Dept. Contract Services	AP121318	1,235.00	15467		00099954	12/13/2018
				Check Total:	1,235.00				
MW OH	ENERGY CORE V011070	80% BLDG PERMIT REFUND	100000-4166 Heat/Ventilation Air Cond	AP121318	196.80	B18-0952		00099955	12/13/2018
MW OH	ENERGY CORE V011070	80% BLDG PERMIT REFUND	100000-4164 Electrical Permits	AP121318	24.40	B18-0952		00099955	12/13/2018
				Check Total:	221.20				
MW OH	FACTORY MOTOR PARTS V010842	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP121318	103.46	102-052591		00099956	12/13/2018
MW OH	FACTORY MOTOR PARTS V010842	FUEL CAP	103658-6134 Vehicle Repair & Maintenance	AP121318	26.55	102-060509		00099956	12/13/2018
MW OH	FACTORY MOTOR PARTS V010842	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP121318	40.72	102-060998		00099956	12/13/2018
MW OH	FACTORY MOTOR PARTS V010842	AIR FILTERS	103658-6134 Vehicle Repair & Maintenance	AP121318	29.21	102-061176		00099956	12/13/2018
MW OH	FACTORY MOTOR PARTS V010842	WHIPER BLADES	103658-6134 Vehicle Repair & Maintenance	AP121318	20.31	102-061183		00099956	12/13/2018
MW OH	FACTORY MOTOR PARTS V010842	BRAKE PADS	103658-6134 Vehicle Repair & Maintenance	AP121318	103.09	102-061832		00099956	12/13/2018
MW OH	FACTORY MOTOR PARTS V010842	CREDIT	103658-6134 Vehicle Repair & Maintenance	AP121318	-12.25	102-061884		00099956	12/13/2018
MW OH	FACTORY MOTOR PARTS V010842	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP121318	379.19	102-062081		00099956	12/13/2018
MW OH	FACTORY MOTOR PARTS V010842	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP121318	78.10	102-062439		00099956	12/13/2018
MW OH	FACTORY MOTOR PARTS	REAR AXLE SHIFT	103658-6134	AP121318	135.66	12-2921824		00099956	12/13/2018

**City of Placentia
Check Register
For 01/08/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010842		Vehicle Repair & Maintenance						
MW OH	FACTORY MOTOR PARTS V010842	WHIPER BLADES	103658-6134 Vehicle Repair & Maintenance	AP121318	6.46	12-2935690		00099956	12/13/2018
MW OH	FACTORY MOTOR PARTS V010842	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP121318	132.86	12-2936331		00099956	12/13/2018
MW OH	FACTORY MOTOR PARTS V010842	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP121318	178.73	12-2944483		00099956	12/13/2018
MW OH	FACTORY MOTOR PARTS V010842	VEHICLE PARTS	103658-6137 Repair Maint/Equipment	AP121318	41.24	12-2944770		00099956	12/13/2018
MW OH	FACTORY MOTOR PARTS V010842	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP121318	143.48	12-2947620		00099956	12/13/2018
MW OH	FACTORY MOTOR PARTS V010842	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP121318	16.97	12-2952599		00099956	12/13/2018
Check Total:					1,423.78				
MW OH	FEDEX V000394	SHIPPING CHARGES	101511-6325 Postage	AP121318	61.15	6-392-81405		00099957	12/13/2018
MW OH	FEDEX V000394	SHIPPING CHARGES	103040-6325 Postage	AP121318	28.91	6-392-81405		00099957	12/13/2018
Check Total:					90.06				
MW OH	FIFTH AVENUE CLEANERS V010431	NOV PD DRY CLEANING	103040-6290 Dept. Contract Services	AP121318	552.05	NOVEMBER 18		00099958	12/13/2018
Check Total:					552.05				
MW OH	FIS V008518	OCT B/L INTERCHANGE FEES	102020-6025 Third Party Administration	AP121318	14.90	34475844		00099959	12/13/2018
Check Total:					14.90				
MW OH	FM THOMAS AIR V010634	HVAC SYSTEM MAINT	103654-6290 Dept. Contract Services	AP121318	332.77	39204	P11358	00099960	12/13/2018
MW OH	FM THOMAS AIR V010634	HVAC SYSTEM MAINT	103654-6290 Dept. Contract Services	AP121318	162.02	39205	P11358	00099960	12/13/2018

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MW OH	FM THOMAS AIR V010634	HVAC SYSTEM MAINT	103654-6290 Dept. Contract Services	AP121318	360.00 39206	P11358	00099960	12/13/2018
					Check Total:	854.79		
MW OH	GLASBY MAINT. SUPPLY CO V000445	ANITORIAL SUPPLIES	103654-6301 Special Department Supplies	AP121318	1,722.69 292174		00099961	12/13/2018
					Check Total:	1,722.69		
MW OH	GOLDEN STATE WATER V000928	SEPT-NOV WATER CHARGES	296561-6335 Water	AP121318	25,769.29 120618		00099962	12/13/2018
MW OH	GOLDEN STATE WATER V000928	SEPT-NOV WATER CHARGES	109595-6335 Water	AP121318	25,107.11 120618		00099962	12/13/2018
					Check Total:	50,876.40		
MW OH	GRAF, MARILYN V009793	FALL INSTRUCTOR PAYMENT	104071-6060 Instructional Services	AP121318	472.71 FALL 2018		00099963	12/13/2018
					Check Total:	472.71		
MW OH	GST V009410	NOV IT SERVICES & MAINT	101523-6290 Dept. Contract Services	AP121318	8,278.00 INV27601	P11379	00099964	12/13/2018
					Check Total:	8,278.00		
MW OH	GUERRERO, GUILLERMINA V009913	DEPOSIT REFUND - BACKS BLDG	100000-4385 Facility Rental	AP121318	150.00 2002396.002		00099965	12/13/2018
					Check Total:	150.00		
MW OH	H&S ENERGY LLC V010680	SEPT CITY CAR WASHES	103658-6301 Special Department Supplies	AP121318	779.22 093018		00099966	12/13/2018
MW OH	H&S ENERGY LLC V010680	NOV CITY CAR WASHES	103658-6301 Special Department Supplies	AP121318	619.38 113018		00099966	12/13/2018
					Check Total:	1,398.60		
MW OH	HAZ PARTY RENTALS V000462	TREE LIGHTING RENTALS	104071-6301 Special Department Supplies	AP121318	913.00 37939		00099967	12/13/2018
					Check Total:	913.00		
MW OH	HERC RENTALS INC	AUGER RENTAL	101904-6185	AP121318	217.76 30439094-001		00099968	12/13/2018

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	V010786		Construction Services					
				Check Total:	217.76			
MW OH	HI SIGN V010900	PD VEHICLE GRAPHICS	613041-6842 Vehicles	AP121318	853.38 7746		00099969	12/13/2018
				Check Total:	853.38			
MW OH	HI-WAY SAFETY RENTALS V000459	DELINEATORS	103652-6301 Special Department Supplies	AP121318	1,524.66 81943		00099970	12/13/2018
				Check Total:	1,524.66			
MW OH	HINDERLITER DE LLAMAS & 2ND QTR SLAES TAX AUDIT SVS V000465		102020-6099 Professional Services	AP121318	1,904.33 0030149-IN		00099971	12/13/2018
				Check Total:	1,904.33			
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	101904-6185 Construction Services	AP121318	453.85 3559516-00		00099972	12/13/2018
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	101904-6185 Construction Services	AP121318	1,694.72 3567364-00		00099972	12/13/2018
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	101904-6185 Construction Services	AP121318	1,016.54 3568365-00		00099972	12/13/2018
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	101904-6185 Construction Services	AP121318	806.29 3573263-00		00099972	12/13/2018
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	101904-6185 Construction Services	AP121318	19.70 3575532-00		00099972	12/13/2018
				Check Total:	3,991.10			
MW OH	JCL TRAFFIC SERVICES V010188	BARRICADE RENTALS	104078-6299 / 79392-6299 Other Purchased Services	AP121318	9,148.20 97328		00099973	12/13/2018
				Check Total:	9,148.20			
MW OH	JOHN L HUNTER & V009056	NOV NPDES CONSULTING SVS	103593-6099 Professional Services	AP121318	6,611.25 PLANP0918	P11443	00099974	12/13/2018
				Check Total:	6,611.25			
MW OH	JONES & MAYER	LEGAL SERVICES	109595-6999	AP121318	5,500.00 89734		00099975	12/13/2018

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	V009822		Other Expenditure					
MW OH	JONES & MAYER V009822	LEGAL SERVICES	109595-6999 Other Expenditure	AP121318	4,300.00 89735		00099975	12/13/2018
MW OH	JONES & MAYER V009822	LEGAL SERVICES	109595-6999 Other Expenditure	AP121318	3,712.50 89735A		00099975	12/13/2018
					Check Total:	13,512.50		
MW OH	MAILFINANCE V008685	OCT-JAN POSTAGE MACHINE LEASE	109595-6175 Office Equipment Rental	AP121318	1,559.88 N7459828		00099976	12/13/2018
					Check Total:	1,559.88		
MW OH	MARIPOSA LANDSCAPES INC V000647	NOV LANDSCAPE MAINT - LMD	296561-6115 Landscaping	AP121318	6,040.63 82789	P11384	00099977	12/13/2018
MW OH	MARIPOSA LANDSCAPES INC V000647	NOV LANDSCAPE MAINT - LIBRARY	103655-6115 / 21008-6115 Landscaping	AP121318	1,492.67 82789	P11384	00099977	12/13/2018
MW OH	MARIPOSA LANDSCAPES INC V000647	NOV LANDSCAPE MAINT	103655-6115 Landscaping	AP121318	3,643.37 82789	P11384	00099977	12/13/2018
MW OH	MARIPOSA LANDSCAPES INC V000647	NOV LANDSCAPE MAINT	173555-6115 Landscaping	AP121318	9,142.92 82789	P11384	00099977	12/13/2018
					Check Total:	20,319.59		
MW OH	MARTIN & CHAPMAN CO V000618	OATH OF OFFICE FORMS	101002-6299 Other Purchased Services	AP121318	48.49 2018571		00099978	12/13/2018
					Check Total:	48.49		
MW OH	MC FADDEN-DALE V000635	FACILITY MAINT SUPPLIES	103654-6301 Special Department Supplies	AP121318	28.62 352194/5		00099979	12/13/2018
MW OH	MC FADDEN-DALE V000635	FACILITY MAINT SUPPLIES	103654-6301 Special Department Supplies	AP121318	42.17 352563/5		00099979	12/13/2018
MW OH	MC FADDEN-DALE V000635	FACILITY MAINT SUPPLIES	103654-6301 Special Department Supplies	AP121318	41.38 353066/5		00099979	12/13/2018
MW OH	MC FADDEN-DALE V000635	SAND	103652-6301 Special Department Supplies	AP121318	18.43 353553/5		00099979	12/13/2018

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				Check Total:	130.60				
MW OH	MINUTEMAN V007449	MILITARY BANNERS	0044-2082 / 50405-2082 Military Banners Program	AP121318	3,640.00	34321		00099980	12/13/2018
MW OH	MINUTEMAN V007449	MILITARY BANNERS	103041-6301 / 50405-2082 Special Department Supplies	AP121318	25.66	34321		00099980	12/13/2018
				Check Total:	3,665.66				
MW OH	MOTO UNITED V009743	CHANGE FLUIDS & FILTERS	103658-6134 Vehicle Repair & Maintenance	AP121318	1,218.65	301569		00099981	12/13/2018
MW OH	MOTO UNITED V009743	TIRES, BRAKE REPAIRS	103658-6134 Vehicle Repair & Maintenance	AP121318	744.09	301927		00099981	12/13/2018
MW OH	MOTO UNITED V009743	REPAIR BRAKE, ADD BRAKE FLUID	103658-6134 Vehicle Repair & Maintenance	AP121318	142.83	301936		00099981	12/13/2018
MW OH	MOTO UNITED V009743	REPLACE HEAD LIGHT BULB	103658-6134 Vehicle Repair & Maintenance	AP121318	87.46	302162		00099981	12/13/2018
				Check Total:	2,193.03				
MW OH	O'CONNEL, SHARON V011073	DEPOSIT REFUND - AGUIRRE BLDG	100000-4340 Recreation Programs	AP121318	100.00	2002395.002		00099982	12/13/2018
				Check Total:	100.00				
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	101513-6315 Office Supplies	AP121318	115.69	62467		00099983	12/13/2018
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	101513-6315 Office Supplies	AP121318	20.83	62512		00099983	12/13/2018
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103550-6315 Office Supplies	AP121318	6.67	62588		00099983	12/13/2018
MW OH	OFFICE INDUSTRIES V007477	PAPER	109595-6315 Office Supplies	AP121318	161.67	62590		00099983	12/13/2018
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103550-6315 Office Supplies	AP121318	30.01	62593		00099983	12/13/2018
MW OH	OFFICE INDUSTRIES	PAPER	109595-6315	AP121318	40.42	62623		00099983	12/13/2018

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	V007477		Office Supplies						
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103550-6315 Office Supplies	AP121318	11.84	B62588-1		00099983	12/13/2018
				Check Total:	387.13				
MW OH	ORANGE COUNTY V011002	NOV CAPITAL FACILITY CAPACITY	0044-2037 County Sanitation Dist Fee	AP121318	2,489.95	B18-1193		00099984	12/13/2018
				Check Total:	2,489.95				
MW OH	ORANGE COUNTY V007306	NOV PARKING CITATIONS	0044-2038 Parking Fines	AP121318	3,787.50	120518		00099985	12/13/2018
				Check Total:	3,787.50				
MW OH	PANTOJA, HECTOR V011072	NUMBERING STAMP	103042-6301 Special Department Supplies	AP121318	42.99	HP112018		00099986	12/13/2018
				Check Total:	42.99				
MW OH	PERRIN, PAUL L V010648	12/4 PRE EMPLOYMENT POLYGRAPHI	03040-6099 Professional Services	AP121318	225.00	18-12		00099987	12/13/2018
				Check Total:	225.00				
MW OH	PLACENTIA ROUND TABLE V006507	COMMUNITY BREAKFAST REG	101001-6245 Meetings & Conferences	AP121318	100.00	112518		00099988	12/13/2018
MW OH	PLACENTIA ROUND TABLE V006507	COMMUNITY BREAKFAST REG	101511-6245 Meetings & Conferences	AP121318	100.00	112518		00099988	12/13/2018
MW OH	PLACENTIA ROUND TABLE V006507	12/20 FACILITY RENTAL	109595-6301 Special Department Supplies	AP121318	450.00	122018		00099988	12/13/2018
				Check Total:	650.00				
MW OH	PLACENTIA, CITY OF V000782	NOV WORKER'S COMP CLAIMS	404580-5165 Workers' Compensation Claims	AP121318	18,367.76	110118-113018		00099989	12/13/2018
				Check Total:	18,367.76				
MW OH	PLACENTIA, CITY OF V000822	APRIL-OCT PRISONER MEALS	103043-6301 Special Department Supplies	AP121318	72.75	120318		00099990	12/13/2018
MW OH	PLACENTIA, CITY OF	DRE PINS	103041-6360	AP121318	38.60	120318A		00099990	12/13/2018

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	V000822		Uniforms						
MW OH	PLACENTIA, CITY OF V000822	MEMORIAL EVENT SUPPLIES	103040-6301 Special Department Supplies	AP121318	67.80	120318A		00099990	12/13/2018
MW OH	PLACENTIA, CITY OF V000822	GLUE DOTS	103040-6301 Special Department Supplies	AP121318	43.01	120318A		00099990	12/13/2018
MW OH	PLACENTIA, CITY OF V000822	COFFEE FOR CERT MEETING	101514-6301 Special Department Supplies	AP121318	115.00	120318A		00099990	12/13/2018
MW OH	PLACENTIA, CITY OF V000822	CERT MEETING SUPPLIES	101514-6301 Special Department Supplies	AP121318	12.57	120318A		00099990	12/13/2018
MW OH	PLACENTIA, CITY OF V000822	PD TRAINING MEAL - BUTTS	733041-6250 Staff Training	AP121318	8.00	120318A		00099990	12/13/2018
MW OH	PLACENTIA, CITY OF V000822	EXPLORER SHED KEYS	763041-6301 Special Department Supplies	AP121318	6.47	120318A		00099990	12/13/2018
MW OH	PLACENTIA, CITY OF V000822	PD TRAINING MEALS, MILEAGE	733041-6250 Staff Training	AP121318	17.52	120318A		00099990	12/13/2018
MW OH	PLACENTIA, CITY OF V000822	PD TRAINING MEALS, MILEAGE	733041-6250 Staff Training	AP121318	17.52	120318A		00099990	12/13/2018
MW OH	PLACENTIA, CITY OF V000822	PD TRAINING MEAL - MCELHINNEY	733041-6250 Staff Training	AP121318	8.00	120318A		00099990	12/13/2018
MW OH	PLACENTIA, CITY OF V000822	PD TRAINING MEAL - POINT	733041-6250 Staff Training	AP121318	8.00	120318A		00099990	12/13/2018
				Check Total:	415.24				
MW OH	POWERSTRIDE BATTERY COBATTERY V000785		103658-6134 Vehicle Repair & Maintenance	AP121318	104.86	C 66152		00099991	12/13/2018
MW OH	POWERSTRIDE BATTERY COBATTERY V000785		103658-6134 Vehicle Repair & Maintenance	AP121318	99.00	C 66169		00099991	12/13/2018
MW OH	POWERSTRIDE BATTERY COBATTERIES V000785		103658-6134 Vehicle Repair & Maintenance	AP121318	203.86	C 66223		00099991	12/13/2018
				Check Total:	407.72				
MW OH	PRINCIPAL NATIONAL LIFE	LIFE INSURANCE PMT	102020-5163	AP121318	302.78	12112018		00099992	12/13/2018

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	V011075		Life Insurance Premiums					
				Check Total:	302.78			
MW OH	RBI TRAFFIC INC V010707	NOV TRAFFIC ENGINEERING - OCTA	331811-6185 / 61056-6185 Construction Services	AP121318	1,200.00 2268	P11470	00099993	12/13/2018
MW OH	RBI TRAFFIC INC V010707	NOV TRAFFIC ENGINEERING SVS	103550-6290 Dept. Contract Services	AP121318	5,280.00 2268	P11470	00099993	12/13/2018
MW OH	RBI TRAFFIC INC V010707	NOV CHAPMAN/MALVERS RTSSP	192809-6185 Construction Services	AP121318	240.00 2268	P11470	00099993	12/13/2018
				Check Total:	6,720.00			
MW OH	RINNER, RUSSELL V011069	WINDOW AWNINGS	302535-6401 Community Programs	AP121318	5,625.00 201157		00099994	12/13/2018
				Check Total:	5,625.00			
MW OH	SAGECREST PLANNING AND V010576	NOV INSPECTION, PLAN CHECK SVS	102532-6290 Dept. Contract Services	AP121318	7,202.00 1259	P11447	00099995	12/13/2018
				Check Total:	7,202.00			
MW OH	SARAVIA, DAYSI V009842	DEPOSIT REFUND - KRAEMER	100000-4385 Facility Rental	AP121318	100.00 2002399.002		00099996	12/13/2018
				Check Total:	100.00			
MW OH	SCHMIDT, PAMELA J. V001394	FALL INSTRUCTOR PAYMENT	104071-6060 Instructional Services	AP121318	60.20 FALL 2018		00099997	12/13/2018
				Check Total:	60.20			
MW OH	SELMAN CHEVROLET V009997	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP121318	12.35 469917 CVR		00099998	12/13/2018
MW OH	SELMAN CHEVROLET V009997	VEHICLE MAINT	103658-6134 Vehicle Repair & Maintenance	AP121318	325.81 CVCS788806		00099998	12/13/2018
				Check Total:	338.16			
MW OH	SMITH, DONNA V001269	FALL INSTRUCTOR PAYMENT	104071-6060 Instructional Services	AP121318	299.55 FALL 2018		00099999	12/13/2018
				Check Total:	299.55			

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MW OH	SO CAL GAS V000909	OCT-NOV GAS CHARGES	109595-6340 Natural Gas	AP121318	41.19	112818		00100000	12/13/2018
					Check Total:	41.19			
MW OH	SOUTHERN CALIFORNIA V000910	NOV-DEC ELECTRICAL CHARGES	296561-6330 Electricity	AP121318	217.62	112018		00100001	12/13/2018
MW OH	SOUTHERN CALIFORNIA V000910	NOV-DEC ELECTRICAL CHARGES	286560-6330 Electricity	AP121318	30,377.73	112018		00100001	12/13/2018
MW OH	SOUTHERN CALIFORNIA V000910	NOV-DEC ELECTRICAL CHARGES	109595-6330 Electricity	AP121318	12,753.00	112018		00100001	12/13/2018
					Check Total:	43,348.35			
MW OH	SPARKLETTS V000967	NOV COFFEE, WATER SERVICE	109595-6301 Special Department Supplies	AP121318	4,185.53	4106122 111718		00100002	12/13/2018
					Check Total:	4,185.53			
MW OH	SUNTREK INDUSTRIES INC V011074	INSTALL SOLAR @ 900 MELROSE	104071-6301 Special Department Supplies	AP121318	1,277.00	24374		00100003	12/13/2018
MW OH	SUNTREK INDUSTRIES INC V011074	INSTALL SOLAR @ 900 MELROSE	103654-6130 Repair & Maint/Facilities	AP121318	8,500.00	24374		00100003	12/13/2018
MW OH	SUNTREK INDUSTRIES INC V011074	INSTALL SOLAR @ 900 MELROSE	504071-6840 Machinery & Equipment	AP121318	8,000.00	24374		00100003	12/13/2018
					Check Total:	17,777.00			
MW OH	SWRCB V000957	ANNUAL PERMIT FEE	103593-6257 Licenses & Permits	AP121318	2,286.00	WD-0141799		00100004	12/13/2018
					Check Total:	2,286.00			
MW OH	TEAM ONE MANAGEMENT V010070	NOV JANITORIAL SVS	103655-6290 Dept. Contract Services	AP121318	4,337.50	31	P11381	00100005	12/13/2018
					Check Total:	4,337.50			
MW OH	THE SAUCE CREATIVE V007476	PRINTING SVS - PYB FLYERS	104071-6301 Special Department Supplies	AP121318	100.00	2949		00100006	12/13/2018
					Check Total:	100.00			

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MW OH	TODD, ANDREW V005705	FALL INSTRUCTOR PAYMENT	104071-6060 Instructional Services	AP121318	907.10	FALL 2018		00100007	12/13/2018
					Check Total:	907.10			
MW OH	TODD, LARRY V002103	FALL INSTRUCTOR PAYMENT	104071-6060 Instructional Services	AP121318	776.16	FALL 2018		00100008	12/13/2018
					Check Total:	776.16			
MW OH	TOWNSEND PUBLIC AFFAIRS V004165	MAY LEGISLATIVE ADVOCACY	101001-6001 Management Consulting Services	AP121318	5,000.00	14270	P11349	00100009	12/13/2018
MW OH	TOWNSEND PUBLIC AFFAIRS V004165	DEC LEGISLATIVE ADVOCACY	101001-6001 Management Consulting Services	AP121318	5,000.00	14357	P11349	00100009	12/13/2018
					Check Total:	10,000.00			
MW OH	UNDERGROUND SERVICE V010637	OCT DATABASE MAINT FEE	484356-6301 Special Department Supplies	AP121318	209.65	1020180525		00100010	12/13/2018
MW OH	UNDERGROUND SERVICE V010637	NOV DATABASE MAINT FEE	484356-6301 Special Department Supplies	AP121318	107.35	1120180516		00100010	12/13/2018
					Check Total:	317.00			
MW OH	UNIQUE PRINTING V010259	TSHIRT PRINTING FOR PD	103043-6360 Uniforms	AP121318	175.20	39751		00100011	12/13/2018
MW OH	UNIQUE PRINTING V010259	PRINTING SVS - PD FORMS	103040-6230 Printing & Binding	AP121318	118.26	39935		00100011	12/13/2018
					Check Total:	293.46			
MW OH	WEST COAST ARBORISTS INC V001124	OCT/1-15 TREE TRIMMING SVS	103655-6116 Tree Maintenance	AP121318	7,114.00	142419	P11372	00100012	12/13/2018
					Check Total:	7,114.00			
MW OH	WESTERN TRANSIT V008280	OCT SR. TRANSPORTATION SVS	194315-6401 Community Programs	AP121318	1,053.77	2.2953	P11404	00100013	12/13/2018
MW OH	WESTERN TRANSIT V008280	OCT SR. TRANSPORTATION SVS	184071-6401 / 79538-6401 Community Programs	AP121318	4,215.07	2.2953	P11404	00100013	12/13/2018
					Check Total:	5,268.84			

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MW OH	WYSOCKI, BRANDON V011067	REFRIGERATOR, FREEZER MAINT	103043-6301 Special Department Supplies	AP121318	3,868.68	3071		00100014	12/13/2018
MW OH	WYSOCKI, BRANDON V011067	REFRIGERATOR, FREEZER MAINT	103043-6301 Special Department Supplies	AP121318	1,034.06	3073		00100014	12/13/2018
				Check Total:	4,902.74				
MW OH	YORBA LINDA WATER V001148	OCT-NOV WATER CHARGES	109595-6335 Water	AP121318	2,584.76	111918		00100015	12/13/2018
				Check Total:	2,584.76				
MW OH	YORBA LINDA WATER V006633	NOV SEWER CHARGES	484356-6297 Billing Services	AP121318	377.54	217576		00100016	12/13/2018
				Check Total:	377.54				
MW OH	CALIFORNIA STATE V004813	PE 12/15/18 PD 12/21/18	0037-2196 Garnishments W/H	PY18026	69.23	2700/1801026		00100024	12/21/2018
MW OH	CALIFORNIA STATE V004813	PE 12/15/18 PD 12/21/18	0048-2196 Garnishments W/H	PY18026	156.46	2700/1801026		00100024	12/21/2018
MW OH	CALIFORNIA STATE V004813	PE 12/15/18 PD 12/21/18	0010-2196 Garnishments W/H	PY18026	1,000.13	2700/1801026		00100024	12/21/2018
MW OH	CALIFORNIA STATE V004813	PE 12/15/18 PD 12/21/18	0029-2196 Garnishments W/H	PY18026	64.16	2700/1801026		00100024	12/21/2018
				Check Total:	1,289.98				
MW OH	FRANCHISE TAX BOARD V000404	PE 12/15/18 PD 12/21/18	0010-2196 Garnishments W/H	PY18026	48.00	2710/1801026		00100025	12/21/2018
MW OH	FRANCHISE TAX BOARD V000404	PE 12/15/18 PD 12/21/18	0048-2196 Garnishments W/H	PY18026	6.00	2710/1801026		00100025	12/21/2018
MW OH	FRANCHISE TAX BOARD V000404	PE 12/15/18 PD 12/21/18	0029-2196 Garnishments W/H	PY18026	6.00	2710/1801026		00100025	12/21/2018
				Check Total:	60.00				
MW OH	ORANGE COUNTY V000699	PE 12/15/18 PD 12/21/18	0037-2176 PCEA/OCEA Assoc Dues	PY18026	2.40	2610/1801026		00100026	12/21/2018

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MW OH	ORANGE COUNTY V000699	PE 12/15/18 PD 12/21/18	0048-2176 PCEA/OCEA Assoc Dues	PY18026	21.63	2610/1801026		00100026	12/21/2018
MW OH	ORANGE COUNTY V000699	PE 12/15/18 PD 12/21/18	0010-2176 PCEA/OCEA Assoc Dues	PY18026	296.32	2610/1801026		00100026	12/21/2018
MW OH	ORANGE COUNTY V000699	PE 12/15/18 PD 12/21/18	0029-2176 PCEA/OCEA Assoc Dues	PY18026	6.73	2610/1801026		00100026	12/21/2018
Check Total:					327.08				
MW OH	PCEA C/O NORTH ORANGE V000679	PE 12/15/18 PD 12/21/18	0029-2176 PCEA/OCEA Assoc Dues	PY18026	0.70	2615/1801026		00100027	12/21/2018
MW OH	PCEA C/O NORTH ORANGE V000679	PE 12/15/18 PD 12/21/18	0037-2176 PCEA/OCEA Assoc Dues	PY18026	0.25	2615/1801026		00100027	12/21/2018
MW OH	PCEA C/O NORTH ORANGE V000679	PE 12/15/18 PD 12/21/18	0010-2176 PCEA/OCEA Assoc Dues	PY18026	30.80	2615/1801026		00100027	12/21/2018
MW OH	PCEA C/O NORTH ORANGE V000679	PE 12/15/18 PD 12/21/18	0048-2176 PCEA/OCEA Assoc Dues	PY18026	2.25	2615/1801026		00100027	12/21/2018
Check Total:					34.00				
MW OH	PLACENTIA POLICE V000839	PE 12/15/18 PD 12/21/18	0076-2180 Police Mgmt Assn Dues	PY18026	4.67	2625/1801026		00100028	12/21/2018
MW OH	PLACENTIA POLICE V000839	PE 12/15/18 PD 12/21/18	0073-2180 Police Mgmt Assn Dues	PY18026	20.15	2625/1801026		00100028	12/21/2018
MW OH	PLACENTIA POLICE V000839	PE 12/15/18 PD 12/21/18	0010-2180 Police Mgmt Assn Dues	PY18026	844.01	2625/1801026		00100028	12/21/2018
Check Total:					868.83				
MW OH	PLACENTIA POLICE V003519	PE 12/15/18 PD 12/21/18	0076-2178 Placentia Police Assoc Dues	PY18026	5.12	2620/1801026		00100029	12/21/2018
MW OH	PLACENTIA POLICE V003519	PE 12/15/18 PD 12/21/18	0062-2178 Placentia Police Assoc Dues	PY18026	90.34	2620/1801026		00100029	12/21/2018
MW OH	PLACENTIA POLICE V003519	PE 12/15/18 PD 12/21/18	0010-2178 Placentia Police Assoc Dues	PY18026	2,206.39	2620/1801026		00100029	12/21/2018
MW OH	PLACENTIA POLICE	PE 12/15/18 PD 12/21/18	0050-2178	PY18026	8.21	2620/1801026		00100029	12/21/2018

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	V003519		Placentia Police Assoc Dues						
MW OH	PLACENTIA POLICE V003519	PE 12/15/18 PD 12/21/18	0061-2178 Placentia Police Assoc Dues	PY18026	82.30	2620/1801026		00100029	12/21/2018
MW OH	PLACENTIA POLICE V003519	PE 12/15/18 PD 12/21/18	0073-2178 Placentia Police Assoc Dues	PY18026	99.30	2620/1801026		00100029	12/21/2018
Check Total:					2,491.66				
MW OH	VANTAGEPOINT TRANSFER V007191	PE 12/15/18 PD 12/21/18	0029-2170 Deferred Comp Payable - ICMA	PY18026	71.35	2606/1801026		00100030	12/21/2018
MW OH	VANTAGEPOINT TRANSFER V007191	PE 12/15/18 PD 12/21/18	0010-2170 Deferred Comp Payable - ICMA	PY18026	2,832.67	2606/1801026		00100030	12/21/2018
MW OH	VANTAGEPOINT TRANSFER V007191	PE 12/15/18 PD 12/21/18	0037-2170 Deferred Comp Payable - ICMA	PY18026	19.47	2606/1801026		00100030	12/21/2018
MW OH	VANTAGEPOINT TRANSFER V007191	PE 12/15/18 PD 12/21/18	0048-2170 Deferred Comp Payable - ICMA	PY18026	172.48	2606/1801026		00100030	12/21/2018
MW OH	VANTAGEPOINT TRANSFER V007191	PE 12/15/18 PD 12/21/18	0073-2170 Deferred Comp Payable - ICMA	PY18026	10.91	2606/1801026		00100030	12/21/2018
MW OH	VANTAGEPOINT TRANSFER V007191	PE 12/15/18 PD 12/21/18	0054-2170 Deferred Comp Payable - ICMA	PY18026	17.40	2606/1801026		00100030	12/21/2018
Check Total:					3,124.28				
MW OH	ADMINSURE V004980	NOV WORKERS COMP ADMIN SVS	404580-6025 Third Party Administration	AP122018	3,357.90	11644		00100031	12/20/2018
Check Total:					3,357.90				
MW OH	ALL CITY MANAGEMENT V000005	11/18-12/1 CROSSING GUARD SVS	103047-6290 Dept. Contract Services	AP122018	1,696.63	58173	P11361	00100032	12/20/2018
Check Total:					1,696.63				
MW OH	ALLIANT INSURANCE V007375	PROPERTY INSURANCE PREMIUM	404582-6201 Liability Insurance Premiums	AP122018	40,598.90	972493		00100033	12/20/2018
Check Total:					40,598.90				
MW OH	ALVARADO, JAZMINE	EMPLOYEE OF THE YEAR	101512-6301	AP122018	100.00	12202018		00100034	12/20/2018

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	V004996		Special Department Supplies						
				Check Total:	100.00				
MW OH	ASSOCIATION OF V010659	AGENCY MEMBERSHIP DUES	101001-6255 Dues & Memberships	AP122018	12,187.00	2381		00100035	12/20/2018
				Check Total:	12,187.00				
MW OH	AT & T V008736	DEC TEEN CENTER INTERNET	109595-6215 Telephone	AP122018	70.13	DEC T/C 18		00100036	12/20/2018
				Check Total:	70.13				
MW OH	AT&T V004144	NOV-DEC PHONE CHARGES	109595-6215 / 21008-6215 Telephone	AP122018	10.32	121418		00100037	12/20/2018
MW OH	AT&T V004144	NOV-DEC PHONE CHARGES	109595-6215 Telephone	AP122018	2,059.23	121418		00100037	12/20/2018
MW OH	AT&T V004144	NOV-DEC PHONE CHARGES	296561-6215 Telephone	AP122018	122.24	121418		00100037	12/20/2018
				Check Total:	2,191.79				
MW OH	BORNSTEIN, IRWIN V010388	NOV FINANCIAL CONSULTING SVS	102020-6099 Professional Services	AP122018	1,062.50	288		00100038	12/20/2018
				Check Total:	1,062.50				
MW OH	BRIGHTVIEW LANDSCAPE V010556	CITY WIDE VINE TRIMMING SVS	103655-6116 Tree Maintenance	AP122018	30,979.00	6079367	P11368	00100039	12/20/2018
				Check Total:	30,979.00				
MW OH	CALIFORNIA DENTAL V008102	DEC VISION INSURANCE PREMIUMS	395000-4740 ISF Employee Optical Costs	AP122018	1,761.29	163707206		00100040	12/20/2018
MW OH	CALIFORNIA DENTAL V008102	DEC VISION INSURANCE PREMIUMS	395083-5164 Optical Insurance Premiums	AP122018	1,187.05	163707206		00100040	12/20/2018
MW OH	CALIFORNIA DENTAL V008102	DEC DENTAL INSURANCE	395000-4720 ISF Dental Ins Reimbursement	AP122018	605.50	JANUARY 2019		00100040	12/20/2018
MW OH	CALIFORNIA DENTAL V008102	DEC DENTAL INSURANCE	395083-5162 Dental Insurance Premiums	AP122018	154.42	JANUARY 2019		00100040	12/20/2018

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				Check Total:	3,708.26				
MW OH	CANON FINANCIAL SERVICES V008867	SEC COPIER MAINT, COLOR USAGE	109595-6175 Office Equipment Rental	AP122018	2,941.20	19520158		00100041	12/20/2018
MW OH	CANON FINANCIAL SERVICES V008867	SEC COPIER MAINT	109595-6175 Office Equipment Rental	AP122018	262.12	19520160		00100041	12/20/2018
				Check Total:	3,203.32				
MW OH	CITY OF BREA V000125	PRINTING SVS - JOB CARDS	102532-6315 Office Supplies	AP122018	158.34	ASCS000923		00100042	12/20/2018
MW OH	CITY OF BREA V000125	PRINTING SVS - BUSINESS CARDS	101511-6315 Office Supplies	AP122018	21.01	ASCS000924		00100042	12/20/2018
MW OH	CITY OF BREA V000125	PRINTING SVS - BUSINESS CARDS	104071-6230 Printing & Binding	AP122018	41.12	ASCS000925		00100042	12/20/2018
				Check Total:	220.47				
MW OH	COMMERCIAL AQUATIC V005203	GOMEZ POOL CHEMICALS	103654-6290 Dept. Contract Services	AP122018	282.52	I180517		00100043	12/20/2018
				Check Total:	282.52				
MW OH	COUNTY OF ORANGE V000701	PURCHASE OF 312 S. MELROSE	0054-2001 Accounts Payable	AP122018	106,029.50	121918		00100044	12/20/2018
MW OH	COUNTY OF ORANGE V000701	PURCHASE OF 312 S. MELROSE	0054-1202 Accounts Receivable	AP122018	-106,029.50	121918		00100044	12/20/2018
MW OH	COUNTY OF ORANGE V000701	PURCHASE OF 312 S. MELROSE	0053-2001 Accounts Payable	AP122018	106,029.50	121918		00100044	12/20/2018
				Check Total:	106,029.50				
MW OH	COUNTY OF ORANGE V000715	JULY-SEPT 800MHZ BILLING	673043-6137 Repair Maint/Equipment	AP122018	4,948.41	SC11296	P11468	00100045	12/20/2018
				Check Total:	4,948.41				
MW OH	CRAFTSMAN WOOD FIRED V009271	HOLIDAY LUNCH CATERING SVS	109595-6301 Special Department Supplies	AP122018	2,568.05	DECEMBER		00100046	12/20/2018
				Check Total:	2,568.05				

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MW OH	DALQUIST, PETER A. V011082	12/6 SANTA VISITS	104071-6301 Special Department Supplies	AP122018	260.00	120618		00100047	12/20/2018
MW OH	DALQUIST, PETER A. V011082	12/12 SANTA VISITS	104071-6301 Special Department Supplies	AP122018	240.00	121218		00100047	12/20/2018
MW OH	DALQUIST, PETER A. V011082	12/20 SANTA VISITS	104071-6301 Special Department Supplies	AP122018	135.00	122018		00100047	12/20/2018
Check Total:					635.00				
MW OH	DEKRA-LITE V003946	RENT,INSTALL,REMOVE XMAS TREE	104071-6301 Special Department Supplies	AP122018	4,956.50	ARINV007277		00100048	12/20/2018
Check Total:					4,956.50				
MW OH	DENNIS AND DEBORAH V007072	JAN-MARCH LEASE PMT	103043-6160 Facility Rental	AP122018	17,483.00	121718	P11355	00100049	12/20/2018
Check Total:					17,483.00				
MW OH	DEPARTMENT OF JUSTICE V000213	NOV LIVESCAN PROCESSING	101512-6099 Professional Services	AP122018	234.00	343109		00100050	12/20/2018
MW OH	DEPARTMENT OF JUSTICE V000213	NOV LIVESCAN PROCESSING	0044-2054 FBI Livescan	AP122018	59.00	343109		00100050	12/20/2018
MW OH	DEPARTMENT OF JUSTICE V000213	NOV LIVESCAN PROCESSING	0044-2053 DOJ Livescan	AP122018	160.00	343109		00100050	12/20/2018
Check Total:					453.00				
MW OH	DUDEK & ASSOCIATES INC V004114	OCT ENGINEERING SVS	713811-6185 Construction Services	AP122018	48,807.99	20187299	P11429	00100051	12/20/2018
Check Total:					48,807.99				
MW OH	EMPIRE MEDIA V010651	DEC MEDIA PRODUCTION SVS	581573-6099 Professional Services	AP122018	4,275.25	0059	P11370	00100052	12/20/2018
Check Total:					4,275.25				
MW OH	ESTEVEZ, LUIS V009891	EMPLOYEE OF THE YEAR	101512-6301 Special Department Supplies	AP122018	250.00	12202018		00100053	12/20/2018
Check Total:					250.00				

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MW OH	EVANS GUN WORLD V003336	11/7 RANGE FEES	103043-6162 Range Training	AP122018	280.00	1670		00100054	12/20/2018
					Check Total:	280.00			
MW OH	FAIRWAY FORD V000376	PD VEHICLE REPAIRS	103658-6134 Vehicle Repair & Maintenance	AP122018	3,688.44	15885		00100055	12/20/2018
MW OH	FAIRWAY FORD V000376	PD VEHICLE REPAIRS	103658-6134 Vehicle Repair & Maintenance	AP122018	2,371.97	15939		00100055	12/20/2018
MW OH	FAIRWAY FORD V000376	PD VEHICLE REPAIRS	103658-6134 Vehicle Repair & Maintenance	AP122018	4,043.73	15946		00100055	12/20/2018
MW OH	FAIRWAY FORD V000376	FUEL PUMP HOSE	103658-6134 Vehicle Repair & Maintenance	AP122018	112.06	244469		00100055	12/20/2018
MW OH	FAIRWAY FORD V000376	VEHICLE REPAIRS	103658-6134 Vehicle Repair & Maintenance	AP122018	561.51	C 40039		00100055	12/20/2018
MW OH	FAIRWAY FORD V000376	VEHICLE REPAIRS	103658-6134 Vehicle Repair & Maintenance	AP122018	373.00	C 40041		00100055	12/20/2018
MW OH	FAIRWAY FORD V000376	VEHICLE REPAIRS	103658-6134 Vehicle Repair & Maintenance	AP122018	181.17	C 40472		00100055	12/20/2018
					Check Total:	11,331.88			
MW OH	GALAXY INTERNATIONAL V011084	FLAGS FOR CITY	109595-6999 Other Expenditure	AP122018	522.59	61158		00100056	12/20/2018
					Check Total:	522.59			
MW OH	GARY L KUSUNOKI HEARING V004347	02/11 HEARING SERVICES	103047-6290 Dept. Contract Services	AP122018	110.00	1518		00100057	12/20/2018
					Check Total:	110.00			
MW OH	GOLDEN STATE WATER V000928	OCT-DEC WATER CHARGES	109595-6335 Water	AP122018	2,265.96	121318		00100058	12/20/2018
MW OH	GOLDEN STATE WATER V000928	OCT-DEC WATER CHARGES	109595-6335 Water	AP122018	996.04	122018		00100058	12/20/2018
					Check Total:	3,262.00			

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MW OH	GOOD TIMES TRAVEL INC V010819	12/8 EXCURSION PAYMENT	0044-2056 CS Good Times Travel Deposits	AP122018	1,316.00	CP120818		00100059	12/20/2018
MW OH	GOOD TIMES TRAVEL INC V010819	12/13 EXCURSION PAYMENT	0044-2056 CS Good Times Travel Deposits	AP122018	1,260.00	CP121318		00100059	12/20/2018
					Check Total:	2,576.00			
MW OH	GREAT WESTERN V010635	PLAYGROUND PROJECT BOND PMT	590000-6185 / 79185-6185 Construction Services	AP122018	2,022.75	108079.1		00100060	12/20/2018
					Check Total:	2,022.75			
MW OH	HALO CONFIDENTIAL V008544	12/11 PD BACKGROUND CHECK	103040-6290 Dept. Contract Services	AP122018	800.00	0117	P11363	00100061	12/20/2018
					Check Total:	800.00			
MW OH	HERC RENTALS INC V010786	AUGER RENTAL	101904-6185 Construction Services	AP122018	111.45	30464164-001		00100062	12/20/2018
MW OH	HERC RENTALS INC V010786	AUGER RENTAL	101904-6185 Construction Services	AP122018	244.26	30466954-001		00100062	12/20/2018
					Check Total:	355.71			
MW OH	HOUSTON & HARRIS PCS INNOV V010110	SEWER MAINT	484356-6120 R & M/Sewer & Storm Drain	AP122018	26,805.03	18-21523	P11419	00100063	12/20/2018
					Check Total:	26,805.03			
MW OH	HR GREEN PACIFIC INC V010735	ENGINEERING PLAN CHECK SVS	103590-6015 Engineering Services	AP122018	1,755.00	115277		00100064	12/20/2018
					Check Total:	1,755.00			
MW OH	ICMA RETIREMENT TRUST V010029	P/E 12/15/18 PD 12/21/18	0037-2170 Deferred Comp Payable - ICMA	AP122018	145.75	122118A		00100065	12/20/2018
MW OH	ICMA RETIREMENT TRUST V010029	P/E 12/15/18 PD 12/21/18	0029-2170 Deferred Comp Payable - ICMA	AP122018	122.63	122118A		00100065	12/20/2018
MW OH	ICMA RETIREMENT TRUST V010029	P/E 12/15/18 PD 12/21/18	0048-2170 Deferred Comp Payable - ICMA	AP122018	233.26	122118A		00100065	12/20/2018
MW OH	ICMA RETIREMENT TRUST	P/E 12/15/18 PD 12/21/18	0054-2170	AP122018	222.76	122118A		00100065	12/20/2018

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	V010029		Deferred Comp Payable - ICMA						
MW OH	ICMA RETIREMENT TRUST V010029	P/E 12/15/18 PD 12/21/18	0010-2170 Deferred Comp Payable - ICMA	AP122018	2,292.10	122118A		00100065	12/20/2018
					Check Total:	3,016.50			
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	101904-6185 Construction Services	AP122018	369.97	3580484-00		00100066	12/20/2018
					Check Total:	369.97			
MW OH	INIGUEZ, NATHAN V011077	PD TRAINING MEALS, MILEAGE	733041-6250 Staff Training	AP122018	72.10	NI71118MM		00100067	12/20/2018
					Check Total:	72.10			
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 12/15 PD 12/21	0048-2131 Employer PARS/ARS Payable	AP122018	271.05	122118A		00100068	12/20/2018
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 12/15 PD 12/21	0037-2131 Employer PARS/ARS Payable	AP122018	179.83	122118A		00100068	12/20/2018
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 12/15 PD 12/21	0054-2131 Employer PARS/ARS Payable	AP122018	85.70	122118A		00100068	12/20/2018
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 12/15 PD 12/21	0010-2131 Employer PARS/ARS Payable	AP122018	1,133.37	122118A		00100068	12/20/2018
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 12/15 PD 12/21	0029-2131 Employer PARS/ARS Payable	AP122018	116.67	122118A		00100068	12/20/2018
					Check Total:	1,786.62			
MW OH	JOHN L HUNTER & V009056	OCT NPDES CONSULTING SVS	103593-6099 Professional Services	AP122018	8,310.00	PLANP1018	P11443	00100069	12/20/2018
					Check Total:	8,310.00			
MW OH	JOHNSON CONTROLS FIRE V010833	QUARTERLY ALARM MONITORING	103654-6127 Alarm Monitoring	AP122018	3,587.33	20613671		00100070	12/20/2018
					Check Total:	3,587.33			
MW OH	JONES, GORDON V011078	FACADE IMPROVEMENT SERVICES	302535-6401 Community Programs	AP122018	11,951.46	1118-007-2		00100071	12/20/2018

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				Check Total:	11,951.46				
MW OH	KEENAN & ASSOCIATES V011080	CCMF MEMBERSHIP DINNER	101511-6245 Meetings & Conferences	AP122018	65.00	121718		00100072	12/20/2018
				Check Total:	65.00				
MW OH	KEYSER MARSTON V010468	NOV PROFESSIONAL SERVICES	0044-2042 / 45077-2042 Construction Deposits	AP122018	1,957.50	0032952		00100073	12/20/2018
				Check Total:	1,957.50				
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - GOMEZ	103041-6360 / 50067-6360 Uniforms	AP122018	64.64	700023515		00100074	12/20/2018
				Check Total:	64.64				
MW OH	KHALID, NAIRA V011083	CLASS REFUND	100000-4340 / 79348-4340 Recreation Programs	AP122018	110.00	2002400.002		00100075	12/20/2018
				Check Total:	110.00				
MW OH	KING, ZACH V009974	EMPLOYEE OF THE YEAR	101512-6301 Special Department Supplies	AP122018	250.00	12202018		00100076	12/20/2018
				Check Total:	250.00				
MW OH	KNOWLES-MCNIFF INC V000558	NOV SOFTWARE MAINT SVS	101523-6136 Software Maintenance	AP122018	2,315.25	INV91252	P11417	00100077	12/20/2018
				Check Total:	2,315.25				
MW OH	KOSMONT COMPANIES V006131	33433 SUMMARY REPORT	340000-6099 Professional Services	AP122018	317.20	1806.5 003		00100078	12/20/2018
MW OH	KOSMONT COMPANIES V006131	NOV CONSULTING SERVICES	547525-6099 Professional Services	AP122018	158.60	1502.9 043	P11396	00100078	12/20/2018
				Check Total:	475.80				
MW OH	LEGAL SHIELD V008104	NOV LEGAL SERVICES	0021-2192 Police Legal Services	AP122018	0.09	120518A		00100079	12/20/2018
MW OH	LEGAL SHIELD V008104	NOV LEGAL SERVICES	0029-2192 Police Legal Services	AP122018	6.48	120518A		00100079	12/20/2018
MW OH	LEGAL SHIELD	NOV LEGAL SERVICES	0010-2192	AP122018	147.45	120518A		00100079	12/20/2018

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	V008104		Police Legal Services						
MW OH	LEGAL SHIELD V008104	NOV LEGAL SERVICES	0037-2192 Police Legal Services	AP122018	2.45	120518A		00100079	12/20/2018
MW OH	LEGAL SHIELD V008104	NOV LEGAL SERVICES	0073-2192 Police Legal Services	AP122018	1.03	120518A		00100079	12/20/2018
MW OH	LEGAL SHIELD V008104	NOV LEGAL SERVICES	0048-2192 Police Legal Services	AP122018	28.64	120518A		00100079	12/20/2018
MW OH	LEGAL SHIELD V008104	NOV LEGAL SERVICES	0050-2192 Police Legal Services	AP122018	0.01	120518A		00100079	12/20/2018
MW OH	LEGAL SHIELD V008104	NOV LEGAL SERVICES	0061-2192 Police Legal Services	AP122018	0.15	120518A		00100079	12/20/2018
Check Total:					186.30				
MW OH	LENYI, DARIN V010245	FUEL REIMBURSEMENT	103658-6345 Gasoline & Diesel Fuel	AP122018	41.52	DL112418		00100080	12/20/2018
Check Total:					41.52				
MW OH	MANSFIELD ROOFING V009691	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP122018	100.00	30-18-203		00100081	12/20/2018
Check Total:					100.00				
MW OH	MERCY HOUSING INC V010993	PERMIT OVERPAYMENT REFUND	100000-4710 Reimbursements/Other Revenue	AP122018	4.10	165445		00100082	12/20/2018
Check Total:					4.10				
MW OH	MICHAEL BAKER V010699	OCT GENERAL PLAN UPDATE SVS	749822-6017 Special Studies	AP122018	7,540.77	1031265A	P11392	00100083	12/20/2018
MW OH	MICHAEL BAKER V010699	OCT GENERAL PLAN UPDATE SVS	749822-6017 Special Studies	AP122018	11,773.37	1031265	P11457	00100083	12/20/2018
Check Total:					19,314.14				
MW OH	MOTOROLA SOLUTIONS V010749	800MHZ UPGRADE PMT 3 OF 4	675525-6935 Lease Expenditure	AP122018	41,867.53	27502	P11348	00100084	12/20/2018
Check Total:					41,867.53				

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MW OH	ODYSSEY POWER COPR V010391	GENERATOR MAINT	103658-6137 Repair Maint/Equipment	AP122018	365.00 88341		00100085	12/20/2018
					Check Total:	365.00		
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102532-6315 Office Supplies	AP122018	30.58 62604		00100086	12/20/2018
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103550-6315 Office Supplies	AP122018	203.20 62610		00100086	12/20/2018
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103550-6315 Office Supplies	AP122018	9.15 62630		00100086	12/20/2018
MW OH	OFFICE INDUSTRIES V007477	PAPER	109595-6315 Office Supplies	AP122018	161.67 62644		00100086	12/20/2018
					Check Total:	404.60		
MW OH	ORANGE COUNTY FIRE V000704	2ND QTR FIRE SERVICES	103044-6190 Fire Authority Services	AP122018	1,564,739.75 S0364426	P11403	00100087	12/20/2018
MW OH	ORANGE COUNTY FIRE V000704	2ND QTR FACILITIES MAINT	103044-6130 Repair & Maint/Facilities	AP122018	4,069.00 S0364426	P11403	00100087	12/20/2018
MW OH	ORANGE COUNTY FIRE V000704	2ND QTR FIRE VEHICLE MAINT	103044-6842 Vehicles	AP122018	37,362.50 S0364426	P11403	00100087	12/20/2018
					Check Total:	1,606,171.25		
MW OH	ORANGE COUNTY SHERIFF'S V003655	PEER SUPPORT BASIC REG	733041-6250 Staff Training	AP122018	25.00 ANDERSON		00100088	12/20/2018
MW OH	ORANGE COUNTY SHERIFF'S V003655	PEER SUPPORT BASIC REG	733041-6250 Staff Training	AP122018	25.00 GILLIS		00100088	12/20/2018
MW OH	ORANGE COUNTY SHERIFF'S V003655	BASIC TRAFFIC COLLISION REG	733041-6250 Staff Training	AP122018	175.00 INIGUEZ		00100088	12/20/2018
					Check Total:	225.00		
MW OH	ORANGE COUNTY V007306	2ND QTR ANIMAL SHELTER	103045-6130 Repair & Maint/Facilities	AP122018	16,004.90 AC1990034	P11366	00100089	12/20/2018
					Check Total:	16,004.90		

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MW OH	PARS V006999	OCT PARS ARS FEES	109595-6295 City Admin Services	AP122018	601.15 41772		00100090	12/20/2018
MW OH	PARS V006999	OCT PARS REP FEES	109595-6295 City Admin Services	AP122018	400.00 41823		00100090	12/20/2018
				Check Total:	1,001.15			
MW OH	PERMECO V004459	ENGRAVING SERVICES	101001-6301 Special Department Supplies	AP122018	665.00 127375		00100091	12/20/2018
				Check Total:	665.00			
MW OH	PLACENTIA COMMUNITY V006797	REPUBLIC SVS CONTRIBUTION	100000-4705 Donations & Contributions	AP122018	10,000.00 71218		00100092	12/20/2018
				Check Total:	10,000.00			
MW OH	PLACENTIA, CITY OF V000782	DEC WORKERS COMP CLAIMS	404580-5165 Workers' Compensation Claims	AP122018	8,000.00 122018		00100093	12/20/2018
				Check Total:	8,000.00			
MW OH	PREMIER SOLAR SOLUTIONS V011076	80% BLDG PERMIT REFUND	100000-4164 Electrical Permits	AP122018	48.80 B18-1255		00100094	12/20/2018
MW OH	PREMIER SOLAR SOLUTIONS V011076	80% BLDG PERMIT REFUND	100000-4160 Building Permits	AP122018	197.60 B18-1255		00100094	12/20/2018
				Check Total:	246.40			
MW OH	PRINCIPAL FINANCIAL V000844	DEC LIFE INSURANCE PREMIUMS	103550-5163 Life Insurance Premiums	AP122018	148.94 124128192000-00		00100095	12/20/2018
MW OH	PRINCIPAL FINANCIAL V000844	DEC LIFE INSURANCE PREMIUMS	103040-5163 Life Insurance Premiums	AP122018	105.30 124128192000-00		00100095	12/20/2018
MW OH	PRINCIPAL FINANCIAL V000844	DEC LIFE INSURANCE PREMIUMS	102531-5163 Life Insurance Premiums	AP122018	139.84 124128192000-00		00100095	12/20/2018
MW OH	PRINCIPAL FINANCIAL V000844	DEC LIFE INSURANCE PREMIUMS	101511-5163 Life Insurance Premiums	AP122018	77.41 124128192000-00		00100095	12/20/2018
MW OH	PRINCIPAL FINANCIAL V000844	DEC LIFE INSURANCE PREMIUMS	395083-5163 Life Insurance Premiums	AP122018	528.68 124128192000-00		00100095	12/20/2018

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MW OH	PRINCIPAL FINANCIAL V000844	DEC LIFE INSURANCE PREMIUMS	104070-5163 Life Insurance Premiums	AP122018	116.55	124128192000-00		00100095	12/20/2018
					Check Total:	1,116.72			
MW OH	RBI TRAFFIC INC V010707	SEPT TRAFFIC ENGINEERING SVS	331811-6185 / 61056-6185 Construction Services	AP122018	240.00	2238	P11470	00100096	12/20/2018
MW OH	RBI TRAFFIC INC V010707	SEPT TRAFFIC ENGINEERING SVS	103550-6290 Dept. Contract Services	AP122018	6,840.00	2238	P11470	00100096	12/20/2018
					Check Total:	7,080.00			
MW OH	REPUBLIC WASTE SERVICES V007205	NOV REFUSE COLLECTION SVS	374386-6101 Disposal	AP122018	228,346.22	676-003515949	P11418	00100097	12/20/2018
					Check Total:	228,346.22			
MW OH	RIVERSIDE COUNTY V001237	REPORT WRITING REG	733041-6250 Staff Training	AP122018	59.00	LEMUS		00100098	12/20/2018
					Check Total:	59.00			
MW OH	RWG LAW V010776	NOV LEGAL SERVICES	101005-6005 Legal Services	AP122018	2,094.50	219860		00100099	12/20/2018
					Check Total:	2,094.50			
MW OH	SA AQUATICS V002842	NOV CITY HALL FOUNTAIN MAINT	103654-6290 Dept. Contract Services	AP122018	142.50	204923		00100100	12/20/2018
MW OH	SA AQUATICS V002842	NOV CITY HALL FOUNTAIN MAINT	103654-6290 / 21008-6290 Dept. Contract Services	AP122018	142.50	204923		00100100	12/20/2018
					Check Total:	285.00			
MW OH	SESAC INC V008428	MUSIC LICENSING FEES	581573-6290 Dept. Contract Services	AP122018	1,425.00	10259109		00100101	12/20/2018
					Check Total:	1,425.00			
MW OH	SHRED-IT USA V000905	DEC DOC SHRED SVS	374386-6299 Other Purchased Services	AP122018	512.91	8126168858		00100102	12/20/2018
					Check Total:	512.91			
MW OH	SITEONE LANDSCAPE	PLANTS & MATERIALS	101904-6185	AP122018	10,817.02	87964328-001		00100103	12/20/2018

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	V011004		Construction Services						
MW OH	SITEONE LANDSCAPE V011004	PLANTS & MATERIALS	101904-6185 Construction Services	AP122018	269.38	88033316-001		00100103	12/20/2018
MW OH	SITEONE LANDSCAPE V011004	PLANTS & MATERIALS	101904-6185 Construction Services	AP122018	14,888.55	88150222-001		00100103	12/20/2018
MW OH	SITEONE LANDSCAPE V011004	PLANTS & MATERIALS	101904-6185 Construction Services	AP122018	476.79	88158327-001		00100103	12/20/2018
MW OH	SITEONE LANDSCAPE V011004	PLANTS & MATERIALS	101904-6185 Construction Services	AP122018	278.80	88217859-001		00100103	12/20/2018
MW OH	SITEONE LANDSCAPE V011004	PLANTS & MATERIALS	101904-6185 Construction Services	AP122018	872.47	88224980-001		00100103	12/20/2018
MW OH	SITEONE LANDSCAPE V011004	PLANTS & MATERIALS	101904-6185 Construction Services	AP122018	71.92	88269658-001		00100103	12/20/2018
MW OH	SITEONE LANDSCAPE V011004	PLANTS & MATERIALS	101904-6185 Construction Services	AP122018	80.81	88288180-001		00100103	12/20/2018
				Check Total:	27,755.74				
MW OH	SMITH, DONNA V001269	FALL INSTRUCTOR PAYMENT	104071-6060 Instructional Services	AP122018	22.20	FALL 18		00100104	12/20/2018
				Check Total:	22.20				
MW OH	SOCAL AT YOUR DOOR V010783	NOV USED OIL PICK-UP SVS	374386-6285 Hazardous Materials Disposal	AP122018	300.00	0000602-4793-9		00100105	12/20/2018
				Check Total:	300.00				
MW OH	SOUTHERN CALIFORNIA V000910	NOV-DEC ELECTRICAL CHARGES	109595-6330 Electricity	AP122018	379.51	110718		00100106	12/20/2018
MW OH	SOUTHERN CALIFORNIA V000910	NOV-DEC ELECTRICAL CHARGES	296561-6330 Electricity	AP122018	142.48	110718		00100106	12/20/2018
MW OH	SOUTHERN CALIFORNIA V000910	NOV-DEC ELECTRICAL CHARGES	109595-6330 / 21012-6330 Electricity	AP122018	18.10	110718		00100106	12/20/2018
MW OH	SOUTHERN CALIFORNIA	NOV-DEC ELECTRICAL CHARGES	109595-6330 / 21009-6330	AP122018	59.85	110718		00100106	12/20/2018

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	V000910		Electricity						
MW OH	SOUTHERN CALIFORNIA V000910	OCT-DEC ELECTRICAL CHARGES	296561-6330 Electricity	AP122018	1,663.88	121318		00100106	12/20/2018
MW OH	SOUTHERN CALIFORNIA V000910	OCT-DEC ELECTRICAL CHARGES	109595-6330 Electricity	AP122018	6,072.73	121318		00100106	12/20/2018
MW OH	SOUTHERN CALIFORNIA V000910	OCT-DEC ELECTRICAL CHARGES	109595-6330 / 21011-6330 Electricity	AP122018	125.11	121318		00100106	12/20/2018
Check Total:					8,461.66				
MW OH	SPARKLETTS V000967	NOV SR CENTER WATER SVS	104079-6299 Other Purchased Services	AP122018	201.39	14974536	121218	00100107	12/20/2018
Check Total:					201.39				
MW OH	SUNSET SIGNS AND V011081	50% DEPOSIT TO INSTALL SIGNS	302535-6401 Community Programs	AP122018	4,888.89	73444	P11473	00100108	12/20/2018
Check Total:					4,888.89				
MW OH	SUPERION LLC V005987	2ND PMT OPENGOV SUBSCRIPTION	106903-6185 Construction Services	AP122018	39,845.00	217641		00100109	12/20/2018
Check Total:					39,845.00				
MW OH	SWRCB V000957	STORMWATER PERMIT FEE	103593-6257 Licenses & Permits	AP122018	21,344.00	SW-0159634		00100110	12/20/2018
Check Total:					21,344.00				
MW OH	TALX UC eXpress V002944	12-1-2/19 UNEMPLOYMENT MGMT	404581-6025 Third Party Administration	AP122018	289.40	2456988		00100111	12/20/2018
Check Total:					289.40				
MW OH	THE KARAGINES FAMILY V007073	JAN-MARCH LEASE PMT	103043-6160 Facility Rental	AP122018	17,483.00	121718	P11356	00100112	12/20/2018
Check Total:					17,483.00				
MW OH	THE SAUCE CREATIVE V007476	ARTWORK FOR HERITAGE	104078-6299 Other Purchased Services	AP122018	210.43	2829		00100113	12/20/2018
MW OH	THE SAUCE CREATIVE	HERITAGE PARADE SIGNS	104071-6230	AP122018	487.47	2878		00100113	12/20/2018

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	V007476		Printing & Binding						
				Check Total:	697.90				
MW OH	TIME WARNER CABLE V004450	DEC-NOV FRIENDLY CNTR INTERNET	104077-6215 Telephone	AP122018	119.99	0431975121118		00100114	12/20/2018
MW OH	TIME WARNER CABLE V004450	DEC-JAN PD FIBER INTERNET	109595-6215 Telephone	AP122018	619.00	0528002120518		00100114	12/20/2018
				Check Total:	738.99				
MW OH	TRAFFIC MANAGEMENT V008463	FAST DRY PAINT	103652-6301 Special Department Supplies	AP122018	203.53	469759		00100115	12/20/2018
				Check Total:	203.53				
MW OH	TURBO DATA SYSTEMS INC V001238	NOV CITATION PROCESSING SVS	103047-6290 Dept. Contract Services	AP122018	1,110.17	29255	P11364	00100116	12/20/2018
				Check Total:	1,110.17				
MW OH	UNIQUE PRINTING V010259	WINDOW ENVELOPES	103040-6230 Printing & Binding	AP122018	292.91	39993		00100117	12/20/2018
				Check Total:	292.91				
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 12/15 PD 12/21	0010-2126 Employee PARS/ARS W/H	AP122018	1,027.94	122118A		00100118	12/20/2018
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 12/15 PD 12/21	0050-2126 Employee PARS/ARS W/H	AP122018	92.24	122118A		00100118	12/20/2018
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 12/15 PD 12/21	0010-2131 Employer PARS/ARS Payable	AP122018	1,027.94	122118A		00100118	12/20/2018
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 12/15 PD 12/21	0050-2131 Employer PARS/ARS Payable	AP122018	92.24	122118A		00100118	12/20/2018
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 12/15 PD 12/21	0062-2126 Employee PARS/ARS W/H	AP122018	13.63	122118A		00100118	12/20/2018
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 12/15 PD 12/21	0062-2131 Employer PARS/ARS Payable	AP122018	13.63	122118A		00100118	12/20/2018
				Check Total:	2,267.62				

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MW OH	VERDIN, LYDIA V010478	DEPOSIT REFUND - BACKS BLDG	100000-4385 Facility Rental	AP122018	150.00	2002401.002		00100119	12/20/2018
					Check Total:	150.00			
MW OH	VIVANT SOLAR V010630	80% BLDG PERMIT REFUND	100000-4160 Building Permits	AP122018	197.60	B18-0816		00100120	12/20/2018
MW OH	VIVANT SOLAR V010630	80% BLDG PERMIT REFUND	100000-4164 Electrical Permits	AP122018	48.80	B18-0816		00100120	12/20/2018
MW OH	VIVANT SOLAR V010630	80% BLDG PERMIT REFUND	100000-4164 Electrical Permits	AP122018	120.00	B18-0817		00100120	12/20/2018
MW OH	VIVANT SOLAR V010630	80% BLDG PERMIT REFUND	100000-4160 Building Permits	AP122018	197.60	B18-0982		00100120	12/20/2018
MW OH	VIVANT SOLAR V010630	80% BLDG PERMIT REFUND	100000-4164 Electrical Permits	AP122018	149.60	B18-0982		00100120	12/20/2018
MW OH	VIVANT SOLAR V010630	80% BLDG PERMIT REFUND	100000-4160 Building Permits	AP122018	197.60	B18-1165		00100120	12/20/2018
MW OH	VIVANT SOLAR V010630	80% BLDG PERMIT REFUND	100000-4164 Electrical Permits	AP122018	149.60	B18-1165		00100120	12/20/2018
					Check Total:	1,060.80			
MW OH	WILLDAN ENGINEERING V007112	ENGINEERING SERVICES	103550-6015 Engineering Services	AP122018	1,173.50	00515687		00100121	12/20/2018
					Check Total:	1,173.50			
MW OH	YORBA LINDA FEED STORE V003242	K9 DOG FOOD	103041-6301 Special Department Supplies	AP122018	56.02	648046		00100122	12/20/2018
MW OH	YORBA LINDA FEED STORE V003242	K9 DOG FOOD	103041-6301 Special Department Supplies	AP122018	118.50	650387		00100122	12/20/2018
MW OH	YORBA LINDA FEED STORE V003242	K9 DOG FOOD	103041-6301 Special Department Supplies	AP122018	56.02	N		00100122	12/20/2018
					Check Total:	230.54			
MW OH	YORBA LINDA WATER	NOV WATER CHARGES	109595-6335	AP122018	260.29	120318		00100123	12/20/2018

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	V001148		Water						
				Check Total:	260.29				
MW OH	PLACENTIA, CITY OF V000782	DEC WORKERS COMP CHARGES	404580-5165 Workers' Compensation Claims	AP122718	40,000.00	122718		00100124	12/27/2018
				Check Total:	40,000.00				
MW OH	CALIFORNIA STATE V004813	PE 12/29/2018 PD 01/04/2019	0010-2196 Garnishments W/H	PY19001	1,008.68	2700/1901001		00100125	01/11/2019
MW OH	CALIFORNIA STATE V004813	PE 12/29/2018 PD 01/04/2019	0037-2196 Garnishments W/H	PY19001	69.23	2700/1901001		00100125	01/11/2019
MW OH	CALIFORNIA STATE V004813	PE 12/29/2018 PD 01/04/2019	0029-2196 Garnishments W/H	PY19001	59.88	2700/1901001		00100125	01/11/2019
MW OH	CALIFORNIA STATE V004813	PE 12/29/2018 PD 01/04/2019	0048-2196 Garnishments W/H	PY19001	152.19	2700/1901001		00100125	01/11/2019
				Check Total:	1,289.98				
MW OH	FRANCHISE TAX BOARD V000404	PE 12/29/2018 PD 01/04/2019	0048-2196 Garnishments W/H	PY19001	4.58	2710/1901001		00100126	01/11/2019
MW OH	FRANCHISE TAX BOARD V000404	PE 12/29/2018 PD 01/04/2019	0010-2196 Garnishments W/H	PY19001	50.84	2710/1901001		00100126	01/11/2019
MW OH	FRANCHISE TAX BOARD V000404	PE 12/29/2018 PD 01/04/2019	0029-2196 Garnishments W/H	PY19001	4.58	2710/1901001		00100126	01/11/2019
				Check Total:	60.00				
MW OH	ORANGE COUNTY V000699	PE 12/29/2018 PD 01/04/2019	0029-2176 PCEA/OCEA Assoc Dues	PY19001	5.35	2610/1901001		00100127	01/11/2019
MW OH	ORANGE COUNTY V000699	PE 12/29/2018 PD 01/04/2019	0010-2176 PCEA/OCEA Assoc Dues	PY19001	308.69	2610/1901001		00100127	01/11/2019
MW OH	ORANGE COUNTY V000699	PE 12/29/2018 PD 01/04/2019	0037-2176 PCEA/OCEA Assoc Dues	PY19001	1.84	2610/1901001		00100127	01/11/2019
MW OH	ORANGE COUNTY V000699	PE 12/29/2018 PD 01/04/2019	0050-2176 PCEA/OCEA Assoc Dues	PY19001	3.59	2610/1901001		00100127	01/11/2019

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MW OH	ORANGE COUNTY V000699	PE 12/29/2018 PD 01/04/2019	0048-2176 PCEA/OCEA Assoc Dues	PY19001	17.23	2610/1901001		00100127	01/11/2019
Check Total:					336.70				
MW OH	PCEA C/O NORTH ORANGE V000679	PE 12/29/2018 PD 01/04/2019	0050-2176 PCEA/OCEA Assoc Dues	PY19001	0.38	2615/1901001		00100128	01/11/2019
MW OH	PCEA C/O NORTH ORANGE V000679	PE 12/29/2018 PD 01/04/2019	0048-2176 PCEA/OCEA Assoc Dues	PY19001	1.79	2615/1901001		00100128	01/11/2019
MW OH	PCEA C/O NORTH ORANGE V000679	PE 12/29/2018 PD 01/04/2019	0037-2176 PCEA/OCEA Assoc Dues	PY19001	0.19	2615/1901001		00100128	01/11/2019
MW OH	PCEA C/O NORTH ORANGE V000679	PE 12/29/2018 PD 01/04/2019	0010-2176 PCEA/OCEA Assoc Dues	PY19001	32.07	2615/1901001		00100128	01/11/2019
MW OH	PCEA C/O NORTH ORANGE V000679	PE 12/29/2018 PD 01/04/2019	0029-2176 PCEA/OCEA Assoc Dues	PY19001	0.57	2615/1901001		00100128	01/11/2019
Check Total:					35.00				
MW OH	PLACENTIA POLICE V000839	PE 12/29/2018 PD 01/04/2019	0050-2180 Police Mgmt Assn Dues	PY19001	25.81	2625/1901001		00100129	01/11/2019
MW OH	PLACENTIA POLICE V000839	PE 12/29/2018 PD 01/04/2019	0076-2180 Police Mgmt Assn Dues	PY19001	3.06	2625/1901001		00100129	01/11/2019
MW OH	PLACENTIA POLICE V000839	PE 12/29/2018 PD 01/04/2019	0010-2180 Police Mgmt Assn Dues	PY19001	835.67	2625/1901001		00100129	01/11/2019
MW OH	PLACENTIA POLICE V000839	PE 12/29/2018 PD 01/04/2019	0073-2180 Police Mgmt Assn Dues	PY19001	4.29	2625/1901001		00100129	01/11/2019
Check Total:					868.83				
MW OH	PLACENTIA POLICE V003519	PE 12/29/2018 PD 01/04/2019	0010-2178 Placentia Police Assoc Dues	PY19001	2,220.57	2620/1901001		00100130	01/11/2019
MW OH	PLACENTIA POLICE V003519	PE 12/29/2018 PD 01/04/2019	0076-2178 Placentia Police Assoc Dues	PY19001	4.17	2620/1901001		00100130	01/11/2019
MW OH	PLACENTIA POLICE V003519	PE 12/29/2018 PD 01/04/2019	0050-2178 Placentia Police Assoc Dues	PY19001	75.58	2620/1901001		00100130	01/11/2019
MW OH	PLACENTIA POLICE	PE 12/29/2018 PD 01/04/2019	0073-2178	PY19001	18.38	2620/1901001		00100130	01/11/2019

**City of Placentia
Check Register
For 01/08/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V003519		Placentia Police Assoc Dues						
MW OH	PLACENTIA POLICE V003519	PE 12/29/2018 PD 01/04/2019	0061-2178 Placentia Police Assoc Dues	PY19001	82.62	2620/1901001		00100130	01/11/2019
MW OH	PLACENTIA POLICE V003519	PE 12/29/2018 PD 01/04/2019	0062-2178 Placentia Police Assoc Dues	PY19001	90.34	2620/1901001		00100130	01/11/2019
Check Total:					2,491.66				
MW OH	VANTAGEPOINT TRANSFER V007191	PE 12/29/2018 PD 01/04/2019	0010-2170 Deferred Comp Payable - ICMA	PY19001	3,238.66	2606/1901001		00100131	01/11/2019
MW OH	VANTAGEPOINT TRANSFER V007191	PE 12/29/2018 PD 01/04/2019	0029-2170 Deferred Comp Payable - ICMA	PY19001	74.82	2606/1901001		00100131	01/11/2019
MW OH	VANTAGEPOINT TRANSFER V007191	PE 12/29/2018 PD 01/04/2019	0037-2170 Deferred Comp Payable - ICMA	PY19001	19.06	2606/1901001		00100131	01/11/2019
MW OH	VANTAGEPOINT TRANSFER V007191	PE 12/29/2018 PD 01/04/2019	0054-2170 Deferred Comp Payable - ICMA	PY19001	13.05	2606/1901001		00100131	01/11/2019
MW OH	VANTAGEPOINT TRANSFER V007191	PE 12/29/2018 PD 01/04/2019	0050-2170 Deferred Comp Payable - ICMA	PY19001	46.20	2606/1901001		00100131	01/11/2019
MW OH	VANTAGEPOINT TRANSFER V007191	PE 12/29/2018 PD 01/04/2019	0048-2170 Deferred Comp Payable - ICMA	PY19001	191.00	2606/1901001		00100131	01/11/2019
Check Total:					3,582.79				
Type Total:					2,844,233.36				
Check Total:					2,844,233.36				

**City of Placentia
Check Register
For 01/08/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
					Grand Total:	2,844,247.36			

<u>Check Totals by ID</u>	
AP	2,844,247.36
EP	0.00
IP	0.00
OP	0.00

City of Placentia
Electronic Disbursement Register
For 1/15/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Ref #	Ref Date
					Grand Total:	507,993.17		

EDR Totals by ID

AP	0.00
EP	507,993.17
IP	0.00
OP	0.00

Fund Name	<u>EDR Totals by Fund</u>
101-General Fund (0010)	297,896.38
208-Scssr Agency Ret Oblg (0054)	3,319.04
211-PEG Fund (0058)	1,316.13
224-Asset Seiz 15% Training (0073)	3,941.38
227-Explorer Grant NOC (0076)	1,286.98
228-NOC-Public Safety Grant(0061)	5,131.42
229-Comm Trans Hous Grant (0062)	3,536.15
265-Landscape Maintenance (0029)	2,991.57
275-Sewer Maintenance (0048)	12,273.66
280-Misc Grants Fund (0050)	1,127.12
501-Refuse Administration (0037)	3,401.10
601-Employee Health & Wlfre (0039)	171,772.24

Void Total: 0.00
EDR Total: 507,993.17

Electronic Disbursement Sub Totals: 507,993.17

ACH Payroll Direct Deposit for 1/4/19: 294,861.75

Electronic Disbursement Total: 802,854.92

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 01/08/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	AMERICAN FIDELITY V010011	P/E 12/1/18 PD 12/18	0010-2155 Per Sec Plan - Opt. Life	ACH120718	35.10	120718		00011380	12/10/2018
EP	AMERICAN FIDELITY V010011	P/E 12/1/18 PD 12/18	395000-2187 Voluntary Plan Life	ACH120718	454.11	120718		00011380	12/10/2018
EP	AMERICAN FIDELITY V010011	P/E 12/1/18 PD 12/18	0054-2188 Health Care SSA	ACH120718	16.25	120718		00011380	12/10/2018
EP	AMERICAN FIDELITY V010011	P/E 12/1/18 PD 12/18	0048-2190 Dependent Care SSA	ACH120718	37.50	120718		00011380	12/10/2018
EP	AMERICAN FIDELITY V010011	P/E 12/1/18 PD 12/18	0048-2188 Health Care SSA	ACH120718	11.26	120718		00011380	12/10/2018
EP	AMERICAN FIDELITY V010011	P/E 12/1/18 PD 12/18	0010-2188 Health Care SSA	ACH120718	624.51	120718		00011380	12/10/2018
EP	AMERICAN FIDELITY V010011	P/E 12/1/18 PD 12/18	0037-2190 Dependent Care SSA	ACH120718	18.75	120718		00011380	12/10/2018
EP	AMERICAN FIDELITY V010011	P/E 12/1/18 PD 12/18	0010-2190 Dependent Care SSA	ACH120718	56.25	120718		00011380	12/10/2018
EP	AMERICAN FIDELITY V010011	P/E 12/1/18 PD 12/18	0037-2188 Health Care SSA	ACH120718	11.75	120718		00011380	12/10/2018
EP	AMERICAN FIDELITY V010011	P/E 12/1/18 PD 12/18	0029-2190 Dependent Care SSA	ACH120718	12.50	120718		00011380	12/10/2018
EP	AMERICAN FIDELITY V010011	P/E 12/1/18 PD 12/18	0029-2188 Health Care SSA	ACH120718	8.54	120718		00011380	12/10/2018
Check Total:					1,286.52				
EP	CALIFORNIA PUBLIC V010053	DEC UAL PAYMENT	395083-5145 Retirement PERS	ACH120718	61,853.37	10000001550642		00011381	12/10/2018
EP	CALIFORNIA PUBLIC V010053	DEC UAL PAYMENT	395083-5145 Retirement PERS	ACH120718	111,193.16	10000001550644		00011381	12/10/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 12/1 PD 12/7	0061-2195 PERS Uniform	ACH120718	0.62	120718		00011381	12/10/2018
EP	CALIFORNIA PUBLIC	PERS P/E 12/1 PD 12/7	0062-2140	ACH120718	927.08	120718		00011381	12/10/2018

City of Placentia
Electronic Disbursement Register
For 01/08/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V010053		Employee PERS W/H						
EP	CALIFORNIA PUBLIC V010053	PERS P/E 12/1 PD 12/7	0062-2150 Survivor Benefit Package	ACH120718	1.86	120718		00011381	12/10/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 12/1 PD 12/7	0073-2140 Employee PERS W/H	ACH120718	55.90	120718		00011381	12/10/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 12/1 PD 12/7	0073-2150 Survivor Benefit Package	ACH120718	0.14	120718		00011381	12/10/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 12/1 PD 12/7	0073-2195 PERS Uniform	ACH120718	0.05	120718		00011381	12/10/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 12/1 PD 12/7	0076-2140 Employee PERS W/H	ACH120718	23.45	120718		00011381	12/10/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 12/1 PD 12/7	0010-2140 Employee PERS W/H	ACH120718	128,530.68	120718		00011381	12/10/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 12/1 PD 12/7	0010-2145 Employee PERS Payback W/H	ACH120718	78.61	120718		00011381	12/10/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 12/1 PD 12/7	0010-2150 Survivor Benefit Package	ACH120718	111.88	120718		00011381	12/10/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 12/1 PD 12/7	0010-2195 PERS Uniform	ACH120718	20.66	120718		00011381	12/10/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 12/1 PD 12/7	0076-2150 Survivor Benefit Package	ACH120718	0.07	120718		00011381	12/10/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 12/1 PD 12/7	0029-2140 Employee PERS W/H	ACH120718	1,109.22	120718		00011381	12/10/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 12/1 PD 12/7	395083-5145 Retirement PERS	ACH120718	-66,535.37	120718		00011381	12/10/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 12/1 PD 12/7	0029-2150 Survivor Benefit Package	ACH120718	1.13	120718		00011381	12/10/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 12/1 PD 12/7	0029-2195 PERS Uniform	ACH120718	0.30	120718		00011381	12/10/2018
EP	CALIFORNIA PUBLIC	PERS P/E 12/1 PD 12/7	0037-2140	ACH120718	1,127.29	120718		00011381	12/10/2018

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Electronic Disbursement Register
For 01/08/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V010053		Employee PERS W/H						
EP	CALIFORNIA PUBLIC V010053	PERS P/E 12/1 PD 12/7	0037-2145 Employee PERS Payback W/H	ACH120718	3.92	120718		00011381	12/10/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 12/1 PD 12/7	0037-2150 Survivor Benefit Package	ACH120718	1.06	120718		00011381	12/10/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 12/1 PD 12/7	0048-2140 Employee PERS W/H	ACH120718	5,069.72	120718		00011381	12/10/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 12/1 PD 12/7	0048-2150 Survivor Benefit Package	ACH120718	4.51	120718		00011381	12/10/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 12/1 PD 12/7	0048-2195 PERS Uniform	ACH120718	1.47	120718		00011381	12/10/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 12/1 PD 12/7	0050-2140 Employee PERS W/H	ACH120718	30.27	120718		00011381	12/10/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 12/1 PD 12/7	0050-2150 Survivor Benefit Package	ACH120718	0.09	120718		00011381	12/10/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 12/1 PD 12/7	0050-2195 PERS Uniform	ACH120718	0.05	120718		00011381	12/10/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 12/1 PD 12/7	0054-2140 Employee PERS W/H	ACH120718	841.54	120718		00011381	12/10/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 12/1 PD 12/7	0054-2150 Survivor Benefit Package	ACH120718	0.70	120718		00011381	12/10/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 12/1 PD 12/7	0061-2140 Employee PERS W/H	ACH120718	2,493.17	120718		00011381	12/10/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 12/1 PD 12/7	0061-2150 Survivor Benefit Package	ACH120718	1.09	120718		00011381	12/10/2018
Check Total:					246,947.69				
EP	EMPLOYMENT V010052	STATE TAX P/E 12/1 PD 12/7	0029-2135 Calif Income Tax W/H	ACH120718	159.19	120718		00011382	12/10/2018
EP	EMPLOYMENT V010052	STATE TAX P/E 12/1 PD 12/7	0037-2135 Calif Income Tax W/H	ACH120718	211.85	120718		00011382	12/10/2018

City of Placentia
Electronic Disbursement Register
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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	EMPLOYMENT V010052	STATE TAX P/E 12/1 PD 12/7	0048-2135 Calif Income Tax W/H	ACH120718	628.20	120718		00011382	12/10/2018
EP	EMPLOYMENT V010052	STATE TAX P/E 12/1 PD 12/7	0010-2135 Calif Income Tax W/H	ACH120718	13,053.03	120718		00011382	12/10/2018
EP	EMPLOYMENT V010052	STATE TAX P/E 12/1 PD 12/7	0050-2135 Calif Income Tax W/H	ACH120718	12.98	120718		00011382	12/10/2018
EP	EMPLOYMENT V010052	STATE TAX P/E 12/1 PD 12/7	0076-2135 Calif Income Tax W/H	ACH120718	21.53	120718		00011382	12/10/2018
EP	EMPLOYMENT V010052	STATE TAX P/E 12/1 PD 12/7	0054-2135 Calif Income Tax W/H	ACH120718	247.89	120718		00011382	12/10/2018
EP	EMPLOYMENT V010052	STATE TAX P/E 12/1 PD 12/7	0061-2135 Calif Income Tax W/H	ACH120718	130.95	120718		00011382	12/10/2018
EP	EMPLOYMENT V010052	STATE TAX P/E 12/1 PD 12/7	0062-2135 Calif Income Tax W/H	ACH120718	235.33	120718		00011382	12/10/2018
EP	EMPLOYMENT V010052	STATE TAX P/E 12/1 PD 12/7	0073-2135 Calif Income Tax W/H	ACH120718	34.55	120718		00011382	12/10/2018
Check Total:					14,735.50				
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 12/1 PD 12/7	0062-2110 Federal Income Tax W/H	ACH120718	558.35	120718		00011383	12/10/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 12/1 PD 12/7	0076-2115 Employee Medicare W/H	ACH120718	4.88	120718		00011383	12/10/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 12/1 PD 12/7	0062-2115 Employee Medicare W/H	ACH120718	80.35	120718		00011383	12/10/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 12/1 PD 12/7	0076-2120 Employer Medicare Payable	ACH120718	4.88	120718		00011383	12/10/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 12/1 PD 12/7	0062-2120 Employer Medicare Payable	ACH120718	80.35	120718		00011383	12/10/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 12/1 PD 12/7	0073-2110 Federal Income Tax W/H	ACH120718	84.06	120718		00011383	12/10/2018
EP	INTERNAL REVENUE	FED/MED/SS P/E 12/1 PD 12/7	0073-2115	ACH120718	8.67	120718		00011383	12/10/2018

City of Placentia
Electronic Disbursement Register
For 01/08/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V010054		Employee Medicare W/H						
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 12/1 PD 12/7	0073-2120 Employer Medicare Payable	ACH120718	8.67	120718		00011383	12/10/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 12/1 PD 12/7	0076-2110 Federal Income Tax W/H	ACH120718	49.11	120718		00011383	12/10/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 12/1 PD 12/7	0010-2110 Federal Income Tax W/H	ACH120718	34,550.08	120718		00011383	12/10/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 12/1 PD 12/7	0010-2115 Employee Medicare W/H	ACH120718	5,469.33	120718		00011383	12/10/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 12/1 PD 12/7	0010-2120 Employer Medicare Payable	ACH120718	5,348.01	120718		00011383	12/10/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 12/1 PD 12/7	0010-2125 Employee Social Sec W/H	ACH120718	18.60	120718		00011383	12/10/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 12/1 PD 12/7	0010-2130 Employer Soc Sec Payable	ACH120718	18.60	120718		00011383	12/10/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 12/1 PD 12/7	0029-2110 Federal Income Tax W/H	ACH120718	398.69	120718		00011383	12/10/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 12/1 PD 12/7	0029-2115 Employee Medicare W/H	ACH120718	58.38	120718		00011383	12/10/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 12/1 PD 12/7	0029-2120 Employer Medicare Payable	ACH120718	56.45	120718		00011383	12/10/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 12/1 PD 12/7	0037-2110 Federal Income Tax W/H	ACH120718	500.84	120718		00011383	12/10/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 12/1 PD 12/7	0037-2115 Employee Medicare W/H	ACH120718	68.06	120718		00011383	12/10/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 12/1 PD 12/7	0037-2120 Employer Medicare Payable	ACH120718	62.69	120718		00011383	12/10/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 12/1 PD 12/7	0048-2110 Federal Income Tax W/H	ACH120718	1,542.12	120718		00011383	12/10/2018
EP	INTERNAL REVENUE	FED/MED/SS P/E 12/1 PD 12/7	0048-2115	ACH120718	208.64	120718		00011383	12/10/2018

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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
	V010054		Employee Medicare W/H						
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 12/1 PD 12/7	0048-2120 Employer Medicare Payable	ACH120718	204.80	120718		00011383	12/10/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 12/1 PD 12/7	0050-2110 Federal Income Tax W/H	ACH120718	103.09	120718		00011383	12/10/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 12/1 PD 12/7	0050-2115 Employee Medicare W/H	ACH120718	32.87	120718		00011383	12/10/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 12/1 PD 12/7	0050-2120 Employer Medicare Payable	ACH120718	32.87	120718		00011383	12/10/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 12/1 PD 12/7	0054-2110 Federal Income Tax W/H	ACH120718	551.31	120718		00011383	12/10/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 12/1 PD 12/7	0054-2115 Employee Medicare W/H	ACH120718	75.04	120718		00011383	12/10/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 12/1 PD 12/7	0054-2120 Employer Medicare Payable	ACH120718	63.52	120718		00011383	12/10/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 12/1 PD 12/7	0061-2110 Federal Income Tax W/H	ACH120718	286.93	120718		00011383	12/10/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 12/1 PD 12/7	0061-2115 Employee Medicare W/H	ACH120718	72.00	120718		00011383	12/10/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 12/1 PD 12/7	0061-2120 Employer Medicare Payable	ACH120718	72.00	120718		00011383	12/10/2018
				Check Total:	50,674.24				
EP	ICMA RETIREMENT TRUST V000496	PE 12/15/18 PD 12/21/18	0073-2170 Deferred Comp Payable - ICMA	PY18026	73.36	2995/1801026		00011384	12/21/2018
EP	ICMA RETIREMENT TRUST V000496	PE 12/15/18 PD 12/21/18	0062-2170 Deferred Comp Payable - ICMA	PY18026	300.00	2995/1801026		00011384	12/21/2018
EP	ICMA RETIREMENT TRUST V000496	PE 12/15/18 PD 12/21/18	0061-2170 Deferred Comp Payable - ICMA	PY18026	503.80	2995/1801026		00011384	12/21/2018
EP	ICMA RETIREMENT TRUST V000496	PE 12/15/18 PD 12/21/18	0076-2170 Deferred Comp Payable - ICMA	PY18026	3.87	2995/1801026		00011384	12/21/2018

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For 01/08/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	ICMA RETIREMENT TRUST V000496	PE 12/15/18 PD 12/21/18	0054-2170 Deferred Comp Payable - ICMA	PY18026	267.01	2995/1801026		00011384	12/21/2018
EP	ICMA RETIREMENT TRUST V000496	PE 12/15/18 PD 12/21/18	0010-2170 Deferred Comp Payable - ICMA	PY18026	13,637.04	2995/1801026		00011384	12/21/2018
EP	ICMA RETIREMENT TRUST V000496	PE 12/15/18 PD 12/21/18	0050-2170 Deferred Comp Payable - ICMA	PY18026	8.41	2995/1801026		00011384	12/21/2018
EP	ICMA RETIREMENT TRUST V000496	PE 12/15/18 PD 12/21/18	0048-2170 Deferred Comp Payable - ICMA	PY18026	717.80	2995/1801026		00011384	12/21/2018
EP	ICMA RETIREMENT TRUST V000496	PE 12/15/18 PD 12/21/18	0037-2170 Deferred Comp Payable - ICMA	PY18026	187.87	2995/1801026		00011384	12/21/2018
EP	ICMA RETIREMENT TRUST V000496	PE 12/15/18 PD 12/21/18	0029-2170 Deferred Comp Payable - ICMA	PY18026	180.38	2995/1801026		00011384	12/21/2018
Check Total:					15,879.54				
EP	AMERICAN FIDELITY V010011	P/E 12/15/18 PD 12/21/18	0010-2188 Health Care SSA	ACH122018	624.51	122118		00011385	12/21/2018
EP	AMERICAN FIDELITY V010011	P/E 12/15/18 PD 12/21/18	0010-2190 Dependent Care SSA	ACH122018	56.25	122118		00011385	12/21/2018
EP	AMERICAN FIDELITY V010011	P/E 12/15/18 PD 12/21/18	0029-2188 Health Care SSA	ACH122018	8.54	122118		00011385	12/21/2018
EP	AMERICAN FIDELITY V010011	P/E 12/15/18 PD 12/21/18	0029-2190 Dependent Care SSA	ACH122018	12.50	122118		00011385	12/21/2018
EP	AMERICAN FIDELITY V010011	P/E 12/15/18 PD 12/21/18	0010-2155 Per Sec Plan - Opt. Life	ACH122018	35.10	122118		00011385	12/21/2018
EP	AMERICAN FIDELITY V010011	P/E 12/15/18 PD 12/21/18	0037-2188 Health Care SSA	ACH122018	11.75	122118		00011385	12/21/2018
EP	AMERICAN FIDELITY V010011	P/E 12/15/18 PD 12/21/18	395000-2187 Voluntary Plan Life	ACH122018	454.11	122118		00011385	12/21/2018
EP	AMERICAN FIDELITY V010011	P/E 12/15/18 PD 12/21/18	0037-2190 Dependent Care SSA	ACH122018	18.75	122118		00011385	12/21/2018
EP	AMERICAN FIDELITY	P/E 12/15/18 PD 12/21/18	0048-2188	ACH122018	11.26	122118		00011385	12/21/2018

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	V010011		Health Care SSA						
EP	AMERICAN FIDELITY V010011	P/E 12/15/18 PD 12/21/18	0048-2190 Dependent Care SSA	ACH122018	37.50	122118		00011385	12/21/2018
EP	AMERICAN FIDELITY V010011	P/E 12/15/18 PD 12/21/18	0054-2188 Health Care SSA	ACH122018	16.25	122118		00011385	12/21/2018
Check Total:					1,286.52				
EP	EMPLOYMENT V010052	STATE TAX P/E 12/15 PD 12/21	0029-2135 Calif Income Tax W/H	ACH122018	200.57	122118		00011386	12/21/2018
EP	EMPLOYMENT V010052	STATE TAX P/E 12/15 PD 12/21	0037-2135 Calif Income Tax W/H	ACH122018	254.21	122118		00011386	12/21/2018
EP	EMPLOYMENT V010052	STATE TAX P/E 12/15 PD 12/21	0048-2135 Calif Income Tax W/H	ACH122018	768.40	122118		00011386	12/21/2018
EP	EMPLOYMENT V010052	STATE TAX P/E 12/15 PD 12/21	0010-2135 Calif Income Tax W/H	ACH122018	15,194.91	122118		00011386	12/21/2018
EP	EMPLOYMENT V010052	STATE TAX P/E 12/15 PD 12/21	0050-2135 Calif Income Tax W/H	ACH122018	32.44	122118		00011386	12/21/2018
EP	EMPLOYMENT V010052	STATE TAX P/E 12/15 PD 12/21	0076-2135 Calif Income Tax W/H	ACH122018	51.10	122118		00011386	12/21/2018
EP	EMPLOYMENT V010052	STATE TAX P/E 12/15 PD 12/21	0054-2135 Calif Income Tax W/H	ACH122018	257.75	122118		00011386	12/21/2018
EP	EMPLOYMENT V010052	STATE TAX P/E 12/15 PD 12/21	0061-2135 Calif Income Tax W/H	ACH122018	303.29	122118		00011386	12/21/2018
EP	EMPLOYMENT V010052	STATE TAX P/E 12/15 PD 12/21	0062-2135 Calif Income Tax W/H	ACH122018	259.97	122118		00011386	12/21/2018
EP	EMPLOYMENT V010052	STATE TAX P/E 12/15 PD 12/21	0073-2135 Calif Income Tax W/H	ACH122018	234.48	122118		00011386	12/21/2018
Check Total:					17,557.12				
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 12/15 PD 12/21	0010-2115 Employee Medicare W/H	ACH122018	6,118.62	122118		00011387	12/21/2018
EP	INTERNAL REVENUE	FED/MED/SS P/E 12/15 PD 12/21	0010-2120	ACH122018	5,997.29	122118		00011387	12/21/2018

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	V010054		Employer Medicare Payable						
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 12/15 PD 12/21	0029-2110 Federal Income Tax W/H	ACH122018	488.68	122118		00011387	12/21/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 12/15 PD 12/21	0029-2115 Employee Medicare W/H	ACH122018	66.02	122118		00011387	12/21/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 12/15 PD 12/21	0029-2120 Employer Medicare Payable	ACH122018	64.10	122118		00011387	12/21/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 12/15 PD 12/21	0037-2110 Federal Income Tax W/H	ACH122018	596.24	122118		00011387	12/21/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 12/15 PD 12/21	0037-2115 Employee Medicare W/H	ACH122018	73.96	122118		00011387	12/21/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 12/15 PD 12/21	0037-2120 Employer Medicare Payable	ACH122018	68.59	122118		00011387	12/21/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 12/15 PD 12/21	0048-2110 Federal Income Tax W/H	ACH122018	1,853.60	122118		00011387	12/21/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 12/15 PD 12/21	0048-2115 Employee Medicare W/H	ACH122018	230.54	122118		00011387	12/21/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 12/15 PD 12/21	0048-2120 Employer Medicare Payable	ACH122018	226.70	122118		00011387	12/21/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 12/15 PD 12/21	0050-2110 Federal Income Tax W/H	ACH122018	189.91	122118		00011387	12/21/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 12/15 PD 12/21	0010-2110 Federal Income Tax W/H	ACH122018	39,635.74	122118		00011387	12/21/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 12/15 PD 12/21	0050-2115 Employee Medicare W/H	ACH122018	41.83	122118		00011387	12/21/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 12/15 PD 12/21	0076-2120 Employer Medicare Payable	ACH122018	12.18	122118		00011387	12/21/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 12/15 PD 12/21	0050-2120 Employer Medicare Payable	ACH122018	41.83	122118		00011387	12/21/2018
EP	INTERNAL REVENUE	FED/MED/SS P/E 12/15 PD 12/21	0054-2110	ACH122018	574.67	122118		00011387	12/21/2018

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	V010054		Federal Income Tax W/H						
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 12/15 PD 12/21	0054-2115 Employee Medicare W/H	ACH122018	75.81	122118		00011387	12/21/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 12/15 PD 12/21	0054-2120 Employer Medicare Payable	ACH122018	64.29	122118		00011387	12/21/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 12/15 PD 12/21	0061-2110 Federal Income Tax W/H	ACH122018	613.55	122118		00011387	12/21/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 12/15 PD 12/21	0061-2115 Employee Medicare W/H	ACH122018	89.42	122118		00011387	12/21/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 12/15 PD 12/21	0061-2120 Employer Medicare Payable	ACH122018	89.42	122118		00011387	12/21/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 12/15 PD 12/21	0062-2110 Federal Income Tax W/H	ACH122018	622.36	122118		00011387	12/21/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 12/15 PD 12/21	0062-2115 Employee Medicare W/H	ACH122018	85.25	122118		00011387	12/21/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 12/15 PD 12/21	0062-2120 Employer Medicare Payable	ACH122018	85.25	122118		00011387	12/21/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 12/15 PD 12/21	0073-2110 Federal Income Tax W/H	ACH122018	572.90	122118		00011387	12/21/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 12/15 PD 12/21	0073-2115 Employee Medicare W/H	ACH122018	114.33	122118		00011387	12/21/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 12/15 PD 12/21	0073-2120 Employer Medicare Payable	ACH122018	114.33	122118		00011387	12/21/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 12/15 PD 12/21	0076-2110 Federal Income Tax W/H	ACH122018	124.03	122118		00011387	12/21/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 12/15 PD 12/21	0076-2115 Employee Medicare W/H	ACH122018	12.18	122118		00011387	12/21/2018
				Check Total:	58,943.62				
EP	ACOSTA, JOAQUIN E000017	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	206.00	JANUARY 19		00011388	01/01/2019

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				Check Total:	206.00				
EP	ALDWIR, MAMOUN E000113	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	1,535.05	JANUARY 19		00011389	01/01/2019
				Check Total:	1,535.05				
EP	ANDERSON, MARLA E000071	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	549.00	JANUARY 19		00011390	01/01/2019
				Check Total:	549.00				
EP	ARMSTRONG, JOHN T E000046	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	854.82	JANUARY 19		00011391	01/01/2019
				Check Total:	854.82				
EP	AUDISS, JAY SCOTT E000125	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	1,836.00	JANUARY 19		00011392	01/01/2019
				Check Total:	1,836.00				
EP	BABCOCK, CHARLES A E000015	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	351.00	JANUARY 19		00011393	01/01/2019
				Check Total:	351.00				
EP	BEALS, SHARLENE E000076	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	206.00	JANUARY 19		00011394	01/01/2019
				Check Total:	206.00				
EP	BERMUDEZ, ALBERT E000124	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	500.00	JANUARY 19		00011395	01/01/2019
				Check Total:	500.00				
EP	BONESCHANS, DENNIS E000020	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	206.00	JANUARY 19		00011396	01/01/2019
				Check Total:	206.00				
EP	BUNNELL, DONALD E000062	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	549.00	JANUARY 19		00011397	01/01/2019
				Check Total:	549.00				
EP	BURGNER, ARTHUR	JAN MEDICAL REIMBURSEMENT	395083-5161	ACH010119	549.00	JANUARY 19		00011398	01/01/2019

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	E000074		Health Insurance Premiums						
				Check Total:	549.00				
EP	BUSSE, MICHAEL E000131	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	1,406.00	JANUARY 19		00011399	01/01/2019
				Check Total:	1,406.00				
EP	CHANDLER, JOHN P E000109	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	1,406.00	JANUARY 19		00011400	01/01/2019
				Check Total:	1,406.00				
EP	CHANG, ROBERT E000107	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	891.00	JANUARY 19		00011401	01/01/2019
				Check Total:	891.00				
EP	COBBETT, GEOFFREY E000007	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	549.00	JANUARY 19		00011402	01/01/2019
				Check Total:	549.00				
EP	COOK, ARLENE M E000018	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	549.00	JANUARY 19		00011403	01/01/2019
				Check Total:	549.00				
EP	D'AMATO, ROBERT E000056	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	206.00	JANUARY 19		00011404	01/01/2019
				Check Total:	206.00				
EP	DAVID, PRESTON E000112	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	891.00	JANUARY 19		00011405	01/01/2019
				Check Total:	891.00				
EP	DAVIS, CAROLYN E000005	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	549.00	JANUARY 19		00011406	01/01/2019
				Check Total:	549.00				
EP	DELOS SANTOS, JAMIE E000045	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	492.63	JANUARY 19		00011407	01/01/2019

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				Check Total:	492.63				
EP	DICKSON, ROBERTA JO E000011	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	206.00	JANUARY 19		00011408	01/01/2019
				Check Total:	206.00				
EP	DOWNEY, CAROL E000082	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	549.00	JANUARY 19		00011409	01/01/2019
				Check Total:	549.00				
EP	ECKENRODE, NORMAN E000029	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	549.00	JANUARY 19		00011410	01/01/2019
				Check Total:	549.00				
EP	ELSTRO, ANN M E000027	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	549.00	JANUARY 19		00011411	01/01/2019
				Check Total:	549.00				
EP	ESCOBOSA, LILLIAN E000055	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	549.00	JANUARY 19		00011412	01/01/2019
				Check Total:	549.00				
EP	ESPINOZA, ROSALINDA E000016	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	585.11	JANUARY 19		00011413	01/01/2019
				Check Total:	585.11				
EP	FRICKE, JUERGEN E000075	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	835.00	JANUARY 19		00011414	01/01/2019
				Check Total:	835.00				
EP	FULLER, GLENN H E000081	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	835.00	JANUARY 19		00011415	01/01/2019
				Check Total:	835.00				
EP	GALLANT, KAREN E000008	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	549.00	JANUARY 19		00011416	01/01/2019
				Check Total:	549.00				
EP	GARNER, JO ANN	JAN MEDICAL REIMBURSEMENT	395083-5161	ACH010119	549.00	JANUARY 19		00011417	01/01/2019

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	E000047		Health Insurance Premiums						
				Check Total:	549.00				
EP	GARNER, KITTY E000080	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	854.82	JANUARY 19		00011418	01/01/2019
				Check Total:	854.82				
EP	GOMEZ, DANIEL E000049	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	549.00	JANUARY 19		00011419	01/01/2019
				Check Total:	549.00				
EP	GRIMM, DENNIS L E000042	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	599.00	JANUARY 19		00011420	01/01/2019
				Check Total:	599.00				
EP	HOLTSCLAW, KATHERINE E000121	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	492.63	JANUARY 19		00011421	01/01/2019
				Check Total:	492.63				
EP	IRVINE, SUZETTE E000019	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	549.00	JANUARY 19		00011422	01/01/2019
				Check Total:	549.00				
EP	JENKINS, ROBERT E000084	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	584.82	JANUARY 19		00011423	01/01/2019
				Check Total:	584.82				
EP	JOHNSON, SHARON E000099	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	549.00	JANUARY 19		00011424	01/01/2019
				Check Total:	549.00				
EP	JONES, ROBERT E000053	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	163.37	JANUARY 19		00011425	01/01/2019
				Check Total:	163.37				
EP	JUDD, TERRELL E000115	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	1,308.00	JANUARY 19		00011426	01/01/2019

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				Check Total:	1,308.00				
EP	KIRKLAND, RICHARD L E000110	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	163.37	JANUARY 19		00011427	01/01/2019
				Check Total:	163.37				
EP	LITTLE, DIANE M E000098	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	599.00	JANUARY 19		00011428	01/01/2019
				Check Total:	599.00				
EP	LOOMIS, CORINNE E000122	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	586.00	JANUARY 19		00011429	01/01/2019
				Check Total:	586.00				
EP	LOWREY, B J E000041	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	351.00	JANUARY 19		00011430	01/01/2019
				Check Total:	351.00				
EP	MAERTZWEILER, MICHAEL E000032	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	549.00	JANUARY 19		00011431	01/01/2019
				Check Total:	549.00				
EP	MANNING, VEDA M E000063	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	206.00	JANUARY 19		00011432	01/01/2019
				Check Total:	206.00				
EP	MILANO, JAMES E000054	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	549.00	JANUARY 19		00011433	01/01/2019
				Check Total:	549.00				
EP	MILLER, RICHARD E000106	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	1,406.00	JANUARY 19		00011434	01/01/2019
				Check Total:	1,406.00				
EP	MOORE, LARRY W E000044	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	206.00	JANUARY 19		00011435	01/01/2019
				Check Total:	206.00				
EP	OLEA, ARLENE J	JAN MEDICAL REIMBURSEMENT	395083-5161	ACH010119	891.00	JANUARY 19		00011436	01/01/2019

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	E000014		Health Insurance Premiums						
				Check Total:	891.00				
EP	PALMER, GEORGE E000094	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	1,158.00	JANUARY 19		00011437	01/01/2019
				Check Total:	1,158.00				
EP	PASCARELLA, RICHARD E000129	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	1,836.00	JANUARY 19		00011438	01/01/2019
				Check Total:	1,836.00				
EP	PASCUA, RAYNALD E000114	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	1,738.89	JANUARY 19		00011439	01/01/2019
				Check Total:	1,738.89				
EP	PASPALL, MIHAJLO E000085	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	462.74	JANUARY 19		00011440	01/01/2019
				Check Total:	462.74				
EP	PEREZ, ROBERT E000111	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	163.37	JANUARY 19		00011441	01/01/2019
				Check Total:	163.37				
EP	PICHON, WALTER E000103	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	258.83	JANUARY 19		00011442	01/01/2019
				Check Total:	258.83				
EP	PINEDA, MATEO E000127	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	816.37	JANUARY 19		00011443	01/01/2019
				Check Total:	816.37				
EP	PISCHEL, STEPHEN E000130	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	1,306.22	JANUARY 19		00011444	01/01/2019
				Check Total:	1,306.22				
EP	REDIFER, KIM R E000022	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	835.00	JANUARY 19		00011445	01/01/2019

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				Check Total:	835.00				
EP	RENDEN, BRIAN E000083	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	832.98	JANUARY 19		00011446	01/01/2019
				Check Total:	832.98				
EP	REYES, ROGER T E000024	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	549.00	JANUARY 19		00011447	01/01/2019
				Check Total:	549.00				
EP	RICE, RUSSELL J E000059	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	1,406.00	JANUARY 19		00011448	01/01/2019
				Check Total:	1,406.00				
EP	RISHER, THOMAS A E000013	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	549.00	JANUARY 19		00011449	01/01/2019
				Check Total:	549.00				
EP	RIVERA, AIDA E000026	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	206.00	JANUARY 19		00011450	01/01/2019
				Check Total:	206.00				
EP	ROACH, MICHAEL E000105	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	1,406.00	JANUARY 19		00011451	01/01/2019
				Check Total:	1,406.00				
EP	ROBB, SANDRA E000043	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	549.00	JANUARY 19		00011452	01/01/2019
				Check Total:	549.00				
EP	ROKOSZ, KEN A E000035	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	586.00	JANUARY 19		00011453	01/01/2019
				Check Total:	586.00				
EP	ROSE, RICHARD D E000050	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	891.00	JANUARY 19		00011454	01/01/2019
				Check Total:	891.00				
EP	SALE, LEE R	JAN MEDICAL REIMBURSEMENT	395083-5161	ACH010119	549.00	JANUARY 19		00011455	01/01/2019

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	E000031		Health Insurance Premiums						
				Check Total:	549.00				
EP	SANCHEZ, LAURA E000058	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	206.00	JANUARY 19		00011456	01/01/2019
				Check Total:	206.00				
EP	SANGOLUISA, ZORA G E000048	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	206.00	JANUARY 19		00011457	01/01/2019
				Check Total:	206.00				
EP	SCHLIEDER, BEVERLY E000120	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	1,518.00	JANUARY 19		00011458	01/01/2019
				Check Total:	1,518.00				
EP	SMITH, WARD E000128	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	1,836.00	JANUARY 19		00011459	01/01/2019
				Check Total:	1,836.00				
EP	SOMOYA, JOHN P E000089	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	835.00	JANUARY 19		00011460	01/01/2019
				Check Total:	835.00				
EP	SOTO, PHILIP J E000052	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	549.00	JANUARY 19		00011461	01/01/2019
				Check Total:	549.00				
EP	SPRAGUE, GARY A E000064	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	1,406.00	JANUARY 19		00011462	01/01/2019
				Check Total:	1,406.00				
EP	STEPHEN, JEFFREY E000119	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	1,498.44	JANUARY 19		00011463	01/01/2019
				Check Total:	1,498.44				
EP	TAYLOR, DAVID M E000088	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	599.00	JANUARY 19		00011464	01/01/2019

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				Check Total:	599.00				
EP	TAYLOR, LINDA E000126	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	500.00	JANUARY 19		00011465	01/01/2019
				Check Total:	500.00				
EP	THOMANN, DARYLL L E000101	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	549.00	JANUARY 19		00011466	01/01/2019
				Check Total:	549.00				
EP	TRIFOS, WILLIAM E000104	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	1,158.00	JANUARY 19		00011467	01/01/2019
				Check Total:	1,158.00				
EP	VALENTINE, THOMAS E000118	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	1,406.00	JANUARY 19		00011468	01/01/2019
				Check Total:	1,406.00				
EP	VERSTYNEN, WILLIAM E000092	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	163.37	JANUARY 19		00011469	01/01/2019
				Check Total:	163.37				
EP	WAHL, KATHLEEN A E000030	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	206.00	JANUARY 19		00011470	01/01/2019
				Check Total:	206.00				
EP	WIEST, STEPHEN E000079	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	549.00	JANUARY 19		00011471	01/01/2019
				Check Total:	549.00				
EP	WORDEN, LARRY M E000116	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	533.75	JANUARY 19		00011472	01/01/2019
				Check Total:	533.75				
EP	YAMAGUCHI, BRIAN E000123	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	1,406.00	JANUARY 19		00011473	01/01/2019
				Check Total:	1,406.00				
EP	ZAMORA, JERRY	JAN MEDICAL REIMBURSEMENT	395083-5161	ACH010119	835.00	JANUARY 19		00011474	01/01/2019

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	E000037		Health Insurance Premiums						
				Check Total:	835.00				
EP	ZINN, JOHN E000009	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH010119	1,101.28	JANUARY 19		00011475	01/01/2019
				Check Total:	1,101.28				
EP	ICMA RETIREMENT TRUST V000496	PE 12/29/2018 PD 01/04/2019	0010-2170 Deferred Comp Payable - ICMA	PY19001	13,372.12	2995/1901001		00011476	01/11/2019
EP	ICMA RETIREMENT TRUST V000496	PE 12/29/2018 PD 01/04/2019	0029-2170 Deferred Comp Payable - ICMA	PY19001	166.38	2995/1901001		00011476	01/11/2019
EP	ICMA RETIREMENT TRUST V000496	PE 12/29/2018 PD 01/04/2019	0076-2170 Deferred Comp Payable - ICMA	PY19001	4.70	2995/1901001		00011476	01/11/2019
EP	ICMA RETIREMENT TRUST V000496	PE 12/29/2018 PD 01/04/2019	0037-2170 Deferred Comp Payable - ICMA	PY19001	183.52	2995/1901001		00011476	01/11/2019
EP	ICMA RETIREMENT TRUST V000496	PE 12/29/2018 PD 01/04/2019	0048-2170 Deferred Comp Payable - ICMA	PY19001	719.64	2995/1901001		00011476	01/11/2019
EP	ICMA RETIREMENT TRUST V000496	PE 12/29/2018 PD 01/04/2019	0050-2170 Deferred Comp Payable - ICMA	PY19001	384.48	2995/1901001		00011476	01/11/2019
EP	ICMA RETIREMENT TRUST V000496	PE 12/29/2018 PD 01/04/2019	0054-2170 Deferred Comp Payable - ICMA	PY19001	267.01	2995/1901001		00011476	01/11/2019
EP	ICMA RETIREMENT TRUST V000496	PE 12/29/2018 PD 01/04/2019	0061-2170 Deferred Comp Payable - ICMA	PY19001	475.18	2995/1901001		00011476	01/11/2019
EP	ICMA RETIREMENT TRUST V000496	PE 12/29/2018 PD 01/04/2019	0062-2170 Deferred Comp Payable - ICMA	PY19001	300.00	2995/1901001		00011476	01/11/2019
EP	ICMA RETIREMENT TRUST V000496	PE 12/29/2018 PD 01/04/2019	0073-2170 Deferred Comp Payable - ICMA	PY19001	6.51	2995/1901001		00011476	01/11/2019
				Check Total:	15,879.54				
EP	BANK OF AMERICA V008741	COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	ACH121818	128.76	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA	COUNCIL SUPPLIES	101001-6245	ACH121818	102.36	NOVEMBER 18		00011477	12/27/2018

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	V008741		Meetings & Conferences						
EP	BANK OF AMERICA V008741	OC BUSINESS AWARDS REG - GREEN	101001-6245 Meetings & Conferences	ACH121818	110.00	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	OC BUSINESS AWARDS REG - SMITH	101001-6245 Meetings & Conferences	ACH121818	110.00	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	OC REGISTER SUBSCRIPTION	101001-6301 Special Department Supplies	ACH121818	9.24	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	SYMPATHY FLOWERS	101001-6301 Special Department Supplies	ACH121818	67.77	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	OC REGISTER SUBSCRIPTION	101001-6301 Special Department Supplies	ACH121818	9.24	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	OUTGOING MAYOR GIFT	101001-6301 Special Department Supplies	ACH121818	45.73	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	MAGNETIC NAME BADGES	101001-6301 Special Department Supplies	ACH121818	30.36	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	MAYOR'S RECEPTION SUPPLIES	101001-6301 Special Department Supplies	ACH121818	53.37	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	ALEXANDER MEMORIAL SUPPLIES	101001-6301 Special Department Supplies	ACH121818	61.78	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	BUSINESS MEETING LUNCH	101511-6245 Meetings & Conferences	ACH121818	66.19	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	BUSINESS MEETING LUNCH	101511-6245 Meetings & Conferences	ACH121818	23.11	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	BUSINESS MEETING LUNCH	101511-6245 Meetings & Conferences	ACH121818	2.78	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	BUSINESS MEETING LUNCH	101511-6245 Meetings & Conferences	ACH121818	69.80	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	CM HOLIDAY LUNCHEON REG	101511-6245 Meetings & Conferences	ACH121818	585.00	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA	COUNCIL SUPPLIES	101001-6245	ACH121818	15.09	NOVEMBER 18		00011477	12/27/2018

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	V008741		Meetings & Conferences						
EP	BANK OF AMERICA V008741	LEAGUE CONF REG - ARRULA	101511-6245 Meetings & Conferences	ACH121818	650.00	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	CITY VEHICLE SMOG CHECK FEES	103658-6137 Repair Maint/Equipment	ACH121818	135.00	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	OC BUSINESS AWARDS REG - LAMBE	101511-6245 Meetings & Conferences	ACH121818	110.00	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	BUSINESS MEETING LUNCH	101511-6245 Meetings & Conferences	ACH121818	63.86	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	BUSINESS MEETING LUNCH	101511-6245 Meetings & Conferences	ACH121818	8.78	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	VETERANS DAY EVENT SUPPLIES	101511-6301 Special Department Supplies	ACH121818	57.70	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101511-6315 Office Supplies	ACH121818	9.36	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101511-6315 Office Supplies	ACH121818	45.06	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	OFFICE PLANNER	101511-6315 Office Supplies	ACH121818	10.76	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	CALENDAR	101511-6315 Office Supplies	ACH121818	13.35	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	CSMFO JOB POSTING	101512-6225 Advertising/Promotional	ACH121818	275.00	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	NOV BIRTHDAY SUPPLIES	101512-6301 Special Department Supplies	ACH121818	37.86	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	INTERVIEW PANEL SUPPLIES	101512-6301 Special Department Supplies	ACH121818	3.99	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101512-6315 Office Supplies	ACH121818	81.44	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA	CREDIT - OFFICE SUPPLIES	101512-6315	ACH121818	-81.44	NOVEMBER 18		00011477	12/27/2018

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	V008741		Office Supplies						
EP	BANK OF AMERICA V008741	CHRISTMAS DECCO	101512-6315 Office Supplies	ACH121818	85.59	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101512-6315 Office Supplies	ACH121818	5.38	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	DISASTER PREP VESTS	101514-6301 Special Department Supplies	ACH121818	1,454.82	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	DISASTER PREP VESTS	101514-6301 Special Department Supplies	ACH121818	14.55	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	IPAD CASES	101523-6301 Special Department Supplies	ACH121818	164.64	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	IPAD CASE	101523-6301 Special Department Supplies	ACH121818	69.99	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	IPAD CASE	101523-6301 Special Department Supplies	ACH121818	64.99	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	TOP SOIL	101904-6185 Construction Services	ACH121818	571.07	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	TOP SOIL	101904-6185 Construction Services	ACH121818	474.10	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	TOP SOIL	101904-6185 Construction Services	ACH121818	571.08	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	TOP SOIL	101904-6185 Construction Services	ACH121818	474.10	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	MULCH	101904-6185 Construction Services	ACH121818	736.75	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	10 YR FORECAST MTG LUNCH	102020-6245 Meetings & Conferences	ACH121818	29.75	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	10 YR FORECAST MTG LUNCH	102020-6245 Meetings & Conferences	ACH121818	20.76	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA	CSMFO MEMBERSHIP - KRAUSE	102020-6255	ACH121818	110.00	NOVEMBER 18		00011477	12/27/2018

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	V008741		Dues & Memberships						
EP	BANK OF AMERICA V008741	OC PLANNING DIRECTOR MTG REG	102531-6255 Dues & Memberships	ACH121818	135.00	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	SHIPPING CHARGES	103040-6230 Printing & Binding	ACH121818	48.67	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	DISPATCH STAFF MEALS	103040-6301 Special Department Supplies	ACH121818	6.47	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	DISPATCH STAFF MEALS	103040-6301 Special Department Supplies	ACH121818	16.97	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	PLAQUE FOR LOT 318	103040-6301 Special Department Supplies	ACH121818	17.36	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	DISPATCH STAFF MEALS	103040-6301 Special Department Supplies	ACH121818	9.69	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	DISPATCH STAFF MEALS	103040-6301 Special Department Supplies	ACH121818	11.44	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	DISPATCH STAFF MEALS	103040-6301 Special Department Supplies	ACH121818	26.01	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	DISPATCH STAFF MEALS	103040-6301 Special Department Supplies	ACH121818	12.16	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	DISPATCH STAFF MEALS	103040-6301 Special Department Supplies	ACH121818	15.63	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	DISPATCH STAFF MEALS	103040-6301 Special Department Supplies	ACH121818	29.33	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	PD BRIEFING ROOM SUPPLIES	103040-6301 Special Department Supplies	ACH121818	161.72	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	DISPATCH STAFF MEALS	103040-6301 Special Department Supplies	ACH121818	14.20	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	DISPATCH STAFF MEALS	103040-6301 Special Department Supplies	ACH121818	21.79	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA	DISPATCH STAFF MEALS	103040-6301	ACH121818	22.38	NOVEMBER 18		00011477	12/27/2018

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	V008741		Special Department Supplies						
EP	BANK OF AMERICA V008741	DISPATCH STAFF MEALS	103040-6301 Special Department Supplies	ACH121818	23.93	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	DISPATCH STAFF MEALS	103040-6301 Special Department Supplies	ACH121818	42.07	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	DISPATCH STAFF MEALS	103040-6301 Special Department Supplies	ACH121818	22.96	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	DISPATCH STAFF MEALS	103040-6301 Special Department Supplies	ACH121818	18.30	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	DISPATCH STAFF MEALS	103040-6301 Special Department Supplies	ACH121818	17.84	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	DISPATCH STAFF MEALS	103040-6301 Special Department Supplies	ACH121818	11.44	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	DISPATCH STAFF MEALS	103040-6301 Special Department Supplies	ACH121818	21.82	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	DISPATCH STAFF MEALS	103040-6301 Special Department Supplies	ACH121818	11.72	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	DISPATCH STAFF MEALS	103040-6301 Special Department Supplies	ACH121818	21.29	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	DISPATCH STAFF MEALS	103040-6301 Special Department Supplies	ACH121818	7.96	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	DISPATCH STAFF MEALS	103040-6301 Special Department Supplies	ACH121818	13.51	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	DISPATCH STAFF MEALS	103040-6301 Special Department Supplies	ACH121818	10.16	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	DISPATCH STAFF MEALS	103040-6301 Special Department Supplies	ACH121818	19.37	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	DISPATCH STAFF MEALS	103040-6301 Special Department Supplies	ACH121818	10.75	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA	DISPATCH STAFF MEALS	103040-6301	ACH121818	6.43	NOVEMBER 18		00011477	12/27/2018

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V008741		Special Department Supplies						
EP	BANK OF AMERICA V008741	DISPATCH STAFF MEALS	103040-6301 Special Department Supplies	ACH121818	15.17	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	SHIPPING CHARGES	103040-6325 Postage	ACH121818	22.68	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	PD PHYSICAL AGILITY TESTING	103041-6301 Special Department Supplies	ACH121818	27.60	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	ALEXANDER MEMORIAL RENTALS	103041-6301 Special Department Supplies	ACH121818	240.00	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	HONOR GUARD FLAG TOPPERS	103041-6301 Special Department Supplies	ACH121818	108.50	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	ALEXANDER MEMORIAL SUPPLIES	103041-6301 Special Department Supplies	ACH121818	64.60	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	EASELS - ALEXANDER MEMORIAL	103041-6301 Special Department Supplies	ACH121818	68.94	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	11/27-12/26 MCV DIRECT TV	103041-6301 Special Department Supplies	ACH121818	77.99	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	PD SUPPLIES	103043-6301 Special Department Supplies	ACH121818	49.36	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	JAIL SUPPLIES	103043-6301 Special Department Supplies	ACH121818	63.83	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	LIGHT BULBS FOR JAIL	103043-6301 / 50100-6301 Special Department Supplies	ACH121818	30.08	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	GLOVES, WHIPES, ENVELOPES	103043-6301 / 50100-6301 Special Department Supplies	ACH121818	967.91	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	EVIDENCE MARKERS	103043-6301 / 50100-6301 Special Department Supplies	ACH121818	210.00	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	SUREFIRE BATTERIES	103043-6301 / 50100-6301 Special Department Supplies	ACH121818	321.10	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA	DEC CEAOC MTG REG - ROBINSON	103550-6245	ACH121818	35.00	NOVEMBER 18		00011477	12/27/2018

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V008741		Meetings & Conferences						
EP	BANK OF AMERICA V008741	DEC CEAOC MTG REG - ESTEVEZ	103550-6245 Meetings & Conferences	ACH121818	35.00	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	BUSINESS MEETING LUNCH	103550-6245 Meetings & Conferences	ACH121818	96.68	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	OC BUSINESS COUNCIL AWARDS	103550-6245 Meetings & Conferences	ACH121818	12.25	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	PW UNIFORM CLEANING	103652-6301 Special Department Supplies	ACH121818	56.10	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	IPHONE CASE	103652-6301 Special Department Supplies	ACH121818	23.22	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	SAND FOR GRAFFITI REMOVAL	103652-6301 Special Department Supplies	ACH121818	55.71	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	LIGHTS FOR CITY BLDGS	103652-6301 Special Department Supplies	ACH121818	62.13	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	AQMD PERMIT FEES	103654-6257 Licenses & Permits	ACH121818	155.00	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	AQMD PERMIT FEES	103654-6257 Licenses & Permits	ACH121818	3.49	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	LIGHTS FOR CITY BLDGS	103654-6301 Special Department Supplies	ACH121818	19.30	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	FACILITY SUPPLIES	103654-6301 Special Department Supplies	ACH121818	4.99	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	LED WALL LIGHTS	103655-6130 Repair & Maint/Facilities	ACH121818	168.00	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	CITY VEHICLE SMOG CHECK FEES	103658-6137 Repair Maint/Equipment	ACH121818	135.00	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	NOV REC SCHEDULING SVS	104070-6099 Professional Services	ACH121818	96.00	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA	MEETING PARKING	104070-6245	ACH121818	2.00	NOVEMBER 18		00011477	12/27/2018

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For 01/08/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V008741		Meetings & Conferences						
EP	BANK OF AMERICA V008741	BUSINESS MEETING MEALS	104070-6245 Meetings & Conferences	ACH121818	60.10	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	104070-6315 Office Supplies	ACH121818	162.82	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	104070-6315 Office Supplies	ACH121818	121.61	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ACH121818	14.38	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ACH121818	27.99	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ACH121818	7.52	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ACH121818	44.16	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ACH121818	20.46	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ACH121818	36.92	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	HERITAGE WRAP-UP MTG SUPPLIES	104071-6301 Special Department Supplies	ACH121818	38.44	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	NOV VOLUNTEERMATCH CHARGES	104071-6301 Special Department Supplies	ACH121818	9.95	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	TREE LIGHTING MTG MEALS	104071-6301 Special Department Supplies	ACH121818	53.14	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	PYB SUPPLIES	104071-6301 / 79376-6301 Special Department Supplies	ACH121818	241.01	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	PYB UNIFORMS DEPOSIT	104071-6301 / 79376-6301 Special Department Supplies	ACH121818	300.00	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA	CREDIT - RADIOS	104078-6301	ACH121818	-566.86	NOVEMBER 18		00011477	12/27/2018

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V008741		Special Department Supplies						
EP	BANK OF AMERICA V008741	HERITAGE WRAP UP MTG MEALS	104078-6301 Special Department Supplies	ACH121818	333.78	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	SR CENTER EVENT SUPPLIES	104079-6301 Special Department Supplies	ACH121818	22.53	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	SR CENTER EVENT SUPPLIES	104079-6301 Special Department Supplies	ACH121818	131.19	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	SR CENTER EVENT MEALS	104079-6301 Special Department Supplies	ACH121818	209.57	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	SR CENTER EVENT PIES	104079-6301 Special Department Supplies	ACH121818	58.74	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	SR CENTER SUPPLIES	104079-6301 Special Department Supplies	ACH121818	70.07	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	CITY SEALS FOR PD VEHICLES	103658-6137 Repair Maint/Equipment	ACH121818	234.00	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	SR CENTER EVENT MEALS	104079-6301 Special Department Supplies	ACH121818	234.04	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	EXPLORER EVENT REG	763041-6301 Special Department Supplies	ACH121818	975.00	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	MISC SUPPLIES	109595-6301 Special Department Supplies	ACH121818	21.17	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	MISC SUPPLIES	109595-6301 Special Department Supplies	ACH121818	33.90	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	STAFF APPRECIATION MEALS	109595-6301 Special Department Supplies	ACH121818	458.05	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	PD STAFF APPRECIATION MEALS	109595-6301 Special Department Supplies	ACH121818	159.24	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	BROWN BAG MTG SUPPLIES	109595-6301 Special Department Supplies	ACH121818	75.96	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA	BROWN BAG MTG MEALS	109595-6301	ACH121818	731.03	NOVEMBER 18		00011477	12/27/2018

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V008741		Special Department Supplies						
EP	BANK OF AMERICA V008741	BROWN BAG GIFT CARD	109595-6301 Special Department Supplies	ACH121818	53.95	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	MEETING SUPPLIES	109595-6301 Special Department Supplies	ACH121818	93.25	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	MEETING SUPPLIES	109595-6301 Special Department Supplies	ACH121818	22.48	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	CCB DECORATIONS	504077-6301 Special Department Supplies	ACH121818	77.10	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	504077-6301 Special Department Supplies	ACH121818	138.90	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	CITY HALL MUSIC	581573-6290 Dept. Contract Services	ACH121818	26.95	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	LOBBY TV WALL MOUNTS	581573-6301 Special Department Supplies	ACH121818	1,231.64	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	LOBBY TV EQUIPMENT	581573-6301 Special Department Supplies	ACH121818	57.54	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	PD TRAINING HOTEL - LEMUS	733041-6250 Staff Training	ACH121818	537.70	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	PD TRAINING HOTEL - EILEY	733041-6250 Staff Training	ACH121818	537.70	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	PD TRAINING HOTEL - GILLIS	733041-6250 Staff Training	ACH121818	255.44	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	PD TRAINING HOTEL - MACCUBBIN	733041-6250 Staff Training	ACH121818	255.44	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	PD TRAINING HOTEL - CONROY	733041-6250 Staff Training	ACH121818	255.44	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	PD TRAINING HOTEL - ANDERSON	733041-6250 Staff Training	ACH121818	256.44	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA	PD TRAINING REG - MCELHINNEY	733041-6250	ACH121818	99.00	NOVEMBER 18		00011477	12/27/2018

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Electronic Disbursement Register
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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V008741		Staff Training						
EP	BANK OF AMERICA V008741	CREDIT - PD TRAINING HOTEL	733041-6250 Staff Training	ACH121818	-255.44	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	PD TRAINING HOTEL - CONROY	733041-6250 Staff Training	ACH121818	149.76	NOVEMBER 18		00011477	12/27/2018
EP	BANK OF AMERICA V008741	PD TRAINING HOTEL - MENELY	733041-6250 Staff Training	ACH121818	541.95	NOVEMBER 18		00011477	12/27/2018
Check Total:					20,450.02				
Type Total:					507,993.17				
Check Total:					507,993.17				



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF COMMUNITY SERVICES

DATE: JANUARY 15, 2019

SUBJECT: **ACCEPTANCE OF RESIGNATIONS FROM THE HERITAGE FESTIVAL COMMITTEE AND RECREATION AND PARKS COMMISSION**

FISCAL IMPACT: NONE

SUMMARY:

The City has received letters of resignation from the following Commission/Committee members:

1. Bruce Hunt, Heritage Festival Committee and Recreation and Parks Commission
2. Paul Petty, Heritage Festival Committee

This action accepts the above indicated resignations and extends the City's sincere appreciation for each of the members' years of service to the community.

RECOMMENDATION:

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

1. Accept the resignation of Bruce Hunt from the Heritage Festival Committee and Recreation and Parks Commission, and Paul Petty from the Heritage Festival Committee; and
2. Update the City's master Commission/Committee vacancy list to include the vacancies on the Commissions and Committees indicated above.

DISCUSSION:

Both members have been active in City Commissions and Committees for many years.

Mr. Hunt has volunteered his time to the community and has been part of the Heritage Festival event for over 20 years. He was officially appointed to the Heritage Festival Committee on November 25, 2003 and served as the Chairperson of the Committee for a number of years. Mr. Hunt was also appointed to the Recreation and Park Commission on July 20, 1993 where he held the Chairperson position for a number of years. Mr. Hunt resigned from both the Heritage Festival Committee and Recreation and Park Commission effective December 11, 2018.

1. c.
January 15, 2019

Mr. Petty has volunteered his time to the community and has been part of the Heritage Festival event for over 10 years. He was the Chairperson of the Heritage Festival Committee for one (1) year. He was officially appointed to the Heritage Festival Committee on February 21, 2017. Mr. Petty resigned from the Heritage Festival Committee effective December 1, 2018.

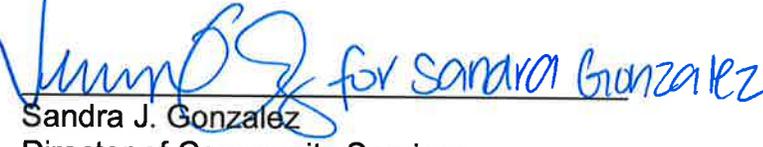
Appointments to these vacancies are anticipated to be made as part of the City's Commission/Committee application/recruitment process.

Prepared by:



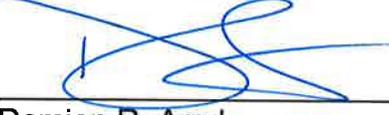
Aileen Munoz
Community Services Coordinator

Reviewed and approved:



Sandra J. Gonzalez
Director of Community Services

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Resignation letters (2)

December 11, 2018

Placentia City Council
Placentia, Ca 92870

Subject: Letter of Resignation

I find it is time to resign from The Recreation & Parks Commission and the Heritage Committee.

I have enjoyed serving the citizens of Placentia for these past 20 plus years.

Being involved with the city has kept me here in Placentia; however, we are relocating to Arizona.

I wish each of you well as you consider the many difficult items coming before the Council.

Sincerely,

A handwritten signature in cursive script that reads "Bruce Hunt".

Bruce Hunt

November 7, 2018

**City of Placentia
401 East Chapman Ave.
Placentia Ca, 92870**

Attn. Patrick Melia

On December 1, 2018 I Paul Petty will resign from the Heritage Committee. Because of my recent move to Texas, I do not feel I can give the committee the time and dedication it deserves.

I want to thank the City and the Committee for the opportunity to serve the great city of Placentia.

Respectfully,
Paul Petty
Paul Petty



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: DIRECTOR OF PUBLIC WORKS
DATE: JANUARY 15, 2019
SUBJECT: **AWARD OF CONSTRUCTION CONTRACT FOR PEDESTRIAN ACCESSIBILITY PROJECT PHASE VII, PROJECT NO. 1907**

FISCAL
IMPACT: EXPENSE: \$152,945.01 PROJECT COST
BUDGETED: \$185,334.00 CAPITAL IMPROVEMENT PROGRAM BUDGET
FISCAL YEAR 2018-19
No General Fund dollars will be spent on this project.

SUMMARY:

The City solicited competitive bids for the Pedestrian Accessibility Project Phase VII on October 11, 2018 (the Project). The scope of this project entails the removal and replacement of 4,341 square feet of damaged concrete sidewalk panels and 112 linear feet of broken curb and gutter. In addition, this project includes construction of 10 new ADA-compliant curb ramps and removal of 25 mature trees.

The low bid for the Project was submitted by EBS General Engineering Inc. (EBS), in the amount of \$69,945. Three bids received from other contractors came in substantially higher than this bid amount. After review of all bids for accuracy and responsiveness, City Staff contacted the low bidder, EBS, to start the process of awarding a contract. EBS notified the City that they had made errors on their bid and requested to withdraw it. The next low bidder for this project is SDC Engineering Inc. (SDC), with a bid in the amount of \$120,524.56. City Staff reviewed the bid received from SDC and found it to be accurate and responsive. The total cost of the Project amounts to \$152,945.01. This includes the bid amount submitted by SDC as well as a 10% construction contingency amount and tree removal costs. Staff recommends that City Council award a Public Works Agreement to SDC Engineering Inc. in the amount of \$120,524.56 to construct the Project.

RECOMMENDATION:

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

1. Approve a Public Works Agreement for Pedestrian Accessibility Project Phase VII, City Project No. 1907, with SDC Engineering Inc., for an amount not-to-exceed \$120,524.56; and

1. d.
January 15, 2019

2. Reject all other bids received and authorize return of the bid bonds; and
3. Authorize the City Administrator to approve contract change orders up to 10%, or \$12,052.45; and
4. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

DISCUSSION:

The scope of this project entails the removal and replacement of approximately 4,341 square feet of damaged concrete sidewalk panels and 112 linear feet of broken curb and gutter along several residential streets. In addition, the Project includes removal of twenty-five (25) mature parkway trees that are damaging sidewalks and curbs/gutters, and construction of 10 new ADA-compliant curb ramps. The trees were inspected by a licensed arborist who confirmed that due to the size of the root structure of these trees and the extensive amount of root pruning that will be required underneath sidewalks and gutters, the trees will be left unstable and a potential hazard if not removed. Prior to the removal of any trees, Staff will reach out to affected property owners in advance to advise them of the pending work and to answer any questions or concerns they may have. Replacement trees will also be planted. The new ADA ramps will be constructed adjacent to Wagner Park and Elementary School.

Staff solicited competitive bids for this project on October 11, 2018 and the following four (4) bids were received:

Contractor	Bid Amount
EBS General Engineering	\$69,945.00
SDC Engineering Inc.	\$120,524.56
Cal Prom ax	\$141,990.00
LC Paving	\$163,469.50

The initial low bid received for this project was submitted by EBS, in the amount of \$69,945. The three other bids received were substantially higher than the bid received from EBS. After review of all bids for accuracy and responsiveness, City Staff contacted EBS to verify if their bid was indeed correct and an accurate representation of their cost to complete this project. After discussion, EBS notified the City that it would be withdrawing its bid. EBS had misinterpreted the City's bid specifications and plans for this project which was reflected in their bid amount.

The next low bidder for this project was SDC with a bid in the amount of \$120,524.56. Staff reviewed the bid received from SDC and found it to be accurate and responsive. Staff checked the references provided by SDC who provided favorable reviews. Staff recommends the City Council award a Public Works agreement to SDC Engineering Inc. in the amount of \$120,524.56 to construct the Project.

FISCAL IMPACT:

The total cost of the Project amounts to \$152,945.01. This consists of the bid amount submitted by SDC of \$120,524.56, a 10% construction contingency amount of \$12,052.45, and \$20,368 to remove the parkway trees noted above. A total of \$185,334 has been budgeted in the Fiscal Year 2018-19 Capital Improvement Program Budget for this project. As such, sufficient funds exist for the recommended actions.

Prepared by:



Masoud Sepahi, P.E.
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

Attachment:

Public Works Agreement with SDC Engineering, Inc.

**CITY OF PLACENTIA
PUBLIC WORKS AGREEMENT FOR
PEDESTRIAN ACCESSIBILITY PROJECT PHASE VII**

THIS AGREEMENT (herein "Agreement"), is made and entered into this 15th Day of January 2019 by and between the CITY OF PLACENTIA, a municipal corporation and charter city, (herein "City") and SDC Engineering Inc. (herein "Contractor"). The parties hereto agree as follows:

WITNESSETH:

A. WHEREAS, City requires the construction of damaged sidewalk, curb/gutters and construction of new ADA curb ramps including construction of improvements that comply with all accessibility requirements as set forth more fully in this Agreement.

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

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

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

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

1.0 DEFINITIONS

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

- (a) Contractor. Contractor shall mean SDC Engineering, Inc. a (California corporation, partnership, individual) located at: 6285 E. Spring Street, Suite #328, Long Beach, CA 90808.
- (b) City. City shall mean the City of Placentia, a Municipal Corporation and Charter City, located at 401 E. Chapman, Placentia, California 92870.
- (c) City Council. City Council shall mean the City Council of the City of Placentia.
- (d) Contract Officer shall mean the person designated by the City Administrator or City Engineer of City and shall have the duties set forth

in Section 5.2.

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

2.0 SERVICES OF CONTRACTOR

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

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

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

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

2.5 Familiarity with Work. By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, including the requirement that the facilities being constructed must comply with all applicable accessibility requirements, (b) has carefully considered how the services should be performed,

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

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

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

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

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

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

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

2.8 Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be

reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other. Contractor shall require all subcontractors to comply with the provisions of this agreement.

2.9 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum as set forth in Section 3.1, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of twenty five percent (25%) or less of the Contract Sum, or in the time to perform of one hundred eighty (180) days or less may be approved by the Contract Officer. Any increases, taken either separately or cumulatively, that result in the Contract Sum exceeding \$25,000 must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

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

3.0 COMPENSATION

3.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of: One Hundred Twenty Thousands Five Hundred Twenty Four Dollars and Fifty Six Cents (\$120,524.56) (herein "Contract Sum"), except as provided in Section 2.9. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

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

4.0 PERFORMANCE SCHEDULE

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

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

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

4.4 Term. Unless earlier terminated in accordance with Section 8.9 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the Contract Officer. Notwithstanding the foregoing, this Agreement shall terminate no later than January 15, 2020 unless the parties mutually agree in writing to extend the term.

5.0 COORDINATION OF WORK

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

Danny Cancino, Principal

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

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

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

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

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

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

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

- (a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site different from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- (b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 2.9 of this Agreement.
- (c) That, in the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

6.0 INSURANCE, INDEMNIFICATION AND BONDS

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

Conditions:

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

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

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

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

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

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

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

Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Should it be deemed necessary by the City, it shall be Contractor's responsibility to see that the City receives documentation, acceptable to the City, which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company.

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

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

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

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

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

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

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

6.5 Sufficiency of Insurer or Surety. Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. In the event the Senior Management Analyst of City ("Senior Management Analyst") determines that the work or services to be performed under this Agreement creates an increased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies required by this Section 6 may be changed accordingly upon receipt of written notice from the Senior Management Analyst; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Senior Management Analyst to the City Council of City within ten (10) days of receipt of notice from the Senior Management Analyst.

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

7.0 RECORDS AND REPORTS

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

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

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

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

8.0 GENERAL PROVISIONS

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

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

The Principal set forth in Section 5.1 above shall be the representative for Contractor for purposes of this Agreement, and shall be authorized to issue all consents, approvals, directives

and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

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

8.4 Retention of Funds. Progress payments shall be made in accordance with the provisions of Section 3.2 of this Agreement. In accordance with said section, City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security to be paid to the Contractor within sixty (60) days after final acceptance of the work by the City Council, after Contractor shall have furnished City with a release of all undisputed contract amounts if required by City. In the event there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. City's failure to deduct or withhold shall not affect Contractor's obligations hereunder.

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

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

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

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

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

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

To City: City of Placentia
401 E. Chapman Ave
Placentia, California 92870
Attn.: Masoud Sepahi, P.E., City Engineer

To Contractor:
SDC Engineering Inc.
6285 E. Spring Street #328
Long Beach, CA 90808
Attn: Danny Cancino

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

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

Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor and its officers, employees, associates and subcontractor shall not, without the prior written approval of the City Representative, perform work for another

person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

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

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

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

8.16 Hiring of Illegal Aliens Prohibited. Contractor shall not hire or employ any person to perform work within the City of Placentia or allow any person to perform work required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States. Further, Contractor shall comply with the following:

- (a) Unauthorized Aliens. Contractor hereby represents and warrants that it will comply with all the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of any work and/or services under this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to reimburse City for any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, or penalties which arise out of or are related to such employment, together with any and all costs, including attorneys' fees, incurred by City.
- (b) E-Verify. If Contractor is not already enrolled in the U.S. Department of Homeland Security's E-Verify program, Contractor shall enroll in the E-Verify program within fifteen (15) days of the effective date of this Agreement to verify the employment authorization of employees assigned to perform work hereunder. Contractor shall verify employment authorization within three (3) days of hiring a new employee to perform

work under this Agreement. Information pertaining to the E-Verify program can be found at <http://www.uscis.gov>, or access the registration page at <https://e-verify.uscis.gov/enroll>. Contractor shall certify its registration with E-Verify and provide City its registration number within sixteen days of the effective date of this Agreement. Failure to provide certification will result in withholding payment until full compliance is demonstrated.

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

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

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

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

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

8.21 Legal Responsibilities. The Contractor shall keep itself informed of City, State, and Federal laws, ordinances and regulations, which may in any manner affect the performance of its services pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws, ordinances and regulations. Neither the City, nor its officers,

agents, or employees shall be liable at law or in equity as a result of the Contractor's failure to comply with this section.

8.22 Termination for Convenience. The City may terminate this Agreement without cause for convenience of the City upon giving contractor 30 days prior written notice of termination of the Agreement. Upon receipt of the notice of termination the Contractor shall cease all further work pursuant to the Agreement. Upon such termination by the City the Contractor shall not be entitled to any other remedies, claims, actions, profits, or damages except as provided in this paragraph. Upon the receipt of such notice of termination Contractor shall be entitled to the following compensation:

1. The contract value of the work completed to and including the date of receipt of the notice of termination, less the amount of progress payments received by contractor.
2. Actual move-off costs including labor, rental fees, equipment transportation costs, the costs of maintaining on-site construction office for supervising the mover-off.
3. The cost of materials custom made for this Agreement which cannot be used by the Contractor in the normal course of his business, and which have not been paid for by City in progress payments.
4. All costs shall not include any markups as might otherwise be allowed by any plans or specifications which were a part of the Agreement.

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

CITY OF PLACENTIA,
A municipal corporation and Charter City

Rhonda Shader, Mayor

Date: _____

ATTEST:

Patrick Melia, City Clerk

CONTRACTOR

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Rosanna Ramirez, Director of
Administrative Services

Date: _____

APPROVED AS TO CONTENT:

Masoud Sepahi, City Engineer

Date: _____

DEPARTMENTAL APPROVAL

Luis Estevez, Director of Public Works

Date: _____

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

KNOW ALL MEN BY THESE PRESENT:

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

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

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

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

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

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

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

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

(Corporate Seal)

Principal

By _____

Title

(Corporate Seal)

Principal

By _____

Title

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

SUPPLEMENTAL INFORMATION TO BE COMPLETED BY PRINCIPAL

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

Business Address:

Telephone Number:

Date:

Print Name:

Principal

Signature:

Title

TAX IDENTIFICATION NUMBER

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

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

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

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

Exempt: Yes ___ No ___ Telephone () _____

CORPORATION: _____

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

IRS CODE #501 TAX-EXEMPT ORGANIZATION: _____

A NON-COMMISSIONED CITY OF PLACENTIA EMPLOYEE: _____

SOLE PROPRIETOR: _____

A PARTNERSHIP: _____

OTHER: _____ (Explain)

Signature/Title: _____ Date: _____

BID GUARANTEE

**TO THE CITY OF PLACENTIA
PROJECT NO. _____**

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

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

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

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

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

Guarantor _____ Date: _____

Contractor: _____ By: _____

Title: _____

**CITY OF PLACENTIA
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENT: That,

WHEREAS, the CITY OF PLACENTIA (hereinafter called the "City") has awarded to _____, a California corporation (hereinafter "Principal"), an Agreement, dated _____, 20__ ("Agreement") whereby Principal agreed to provide construction services including _____;

WHEREAS, the Public Work to be performed by the Principal is more particularly set forth in the Agreement which is incorporated herein by reference and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Agreement;

NOW, THEREFORE, we, _____, as Principal, and _____ as Surety, are held and firmly bound unto the City in the sum of _____ Dollars (\$ _____) this amount being not less than one hundred percent (100%) of the total contract price under Agreement, lawful money of the United States of America for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, the obligation shall become null and void if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said Agreement and any alteration thereof, made as therein provided, all within the time and in the manner therein designated and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officer, agents and employees, as therein stipulated; otherwise it shall be and remain in full force and virtue.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred in successfully enforcing the obligation on the bond, all to be taxed as costs and included in any judgment rendered.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Agreement, the contract documents or of the work to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extensions of time, alteration or modification of Agreement, the contract documents or of the work to be performed thereunder.

Surety's obligation shall be a guarantee of payment and performance and shall not be diminished by any bankruptcy or reorganization in bankruptcy or liquidation or the result of the foregoing or otherwise of Principal. Accordingly, the filing of any petition in bankruptcy or for rearrangement or reorganization or liquidation (or proceedings similar in purpose or effect) of Principal under any federal or state laws ("Insolvency Case") will not toll or delay the date due for payment or performance hereunder as more particularly specified in of the Construction

Management Agreement. The City shall be not be required to await the outcome of an Insolvency Case or to enforce any of their respective rights under the Agreement, respectively, prior to obtaining payment in full from Surety. If for any reason payment received by the City in respect of the obligations of the Principal under the Agreement guaranteed pursuant to this bond is rescinded or must be returned or restored by the City, this bond shall be automatically reinstated and shall continue to be in effect as if such payment had not been made.

Collection of liquidated damages by City due to Principal's failure to timely achieve Substantial Completion shall not limit, modify, or act as an offset or credit against Surety's obligation to arrange for or cause the completion of the Public Work as and when required by the Agreement.

IN WITNESS WHEREOF three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety named herein, on the _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Seal)

(Seal)

SURETY

PRINCIPAL

By _____

By X _____
X _____

ADDRESS

ADDRESS

APPROVED:
required from all

Two (2) Notarized Signatures
Corporations.

CITY ATTORNEY

INSTRUCTIONS

1. The above bond must be executed by both the Principal and the Surety.
2. If the Principal is a corporation, the bond must be executed in the corporate name and signed by the President or a Vice-President and the Secretary or Assistant Secretary, and the corporate seal affixed. If the Principal is a partnership, all partners must sign it. If the Principal is an individual doing business under a fictitious name, it must be signed by all persons having an interest in the business, and the fictitious name must be signed also. The bond must be notarized by both the Principal and the Surety.
3. The City Attorney of the City of Placentia must approve the bond.
4. The bond, after approval, must be filed with the City Clerk of the City of Placentia.

STATEMENT OF NON-COLLUSION BY CONTRACTOR

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

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

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

On _____ at _____ California.

Firm _____

Street _____

City _____ State _____ Zip _____

(Signature)

(Print Name & Title)

EXHIBIT A

SCOPE OF SERVICES

- The scope of work includes removal of existing damaged sidewalks, curbs and gutters, curb ramps and replacing them with new concrete sidewalks, curbs/gutters and new ADA curb ramps in accordance to the provisions included in the bid document, plans and specifications. For the locations and quantities of the work, please see Appendix II and III.
- All work shall be constructed in accordance with the latest standard specifications for public works construction, 2012 Edition.
- New concrete sidewalk shall have a minimum thickness of 4 inches.
- New Concrete curbs and gutters shall match the existing curb heights, thicknesses and widths.
- Sidewalks, curbs and gutters shall meet the minimum required slope or match the existing grades and street flow lines.
- All locations where the above requirements may not be achievable, Contractor shall request direction from the City Engineer prior to executing the work.
- Concrete Class to be 520-C-2500 per the Greenbook. All concrete testing shall be performed per the Greenbook and paid for by the Contractor. Concrete mix design shall be prepared by the Contractor and submitted to the Engineer for review and approval prior to the starting of the work.
- Work under this contract shall also include coordination with Certified Arborist to inspect tree roots prior to removal to ensure impacted trees are not destabilized by removing the roots which are in conflict with the sidewalk construction work. City will provide the services of the Certified Arborist.
- Contractor shall visit all the job sites to become familiar with the scope of work prior to starting work.
- Contractor to coordinate and cooperate with the City for obtaining The Certified Access Specialist (CASP) certification. The construction of the ADA curb ramps will have to be inspected and approved by the City's CASP inspectors.

The undersigned agrees to perform the work therein to the satisfaction of and under the supervision of the City Engineer of the City of PLACENTIA. The undersigned agrees to complete the work within Thirty (30) working days, starting from the date of the Notice to Proceed.

Project No. 1907

EXHIBIT B
SCHEDULE OF PERFORMANCE

Contractor shall complete all work within Thirty (30) working days, starting from the date of the Notice to Proceed

EXHIBIT C
INSURANCE REQUIREMENTS

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

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

A. Workers Compensation & Employers Liability Insurance

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

B. General Liability Insurance

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

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

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

subcontractor's failure to carry specific insurance or to supply evidence of such insurance.

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

C. Automobile Liability Insurance

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

D. Contractors Pollution Liability Insurance

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

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

E. Surety Bonds

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

F. Standards for Insurance Companies

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

G. Documentation

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

EXHIBIT D

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
City of Gardena 1717 W.162nd, Gardena CA. 90247	15801 Dalton Ave, Gardena, CA 90247
The City of Placentia 401 E. Chapman Ave. Placentia, CA 92870	Various Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) 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:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
The City of Placentia 401 E. Chapman Ave. Placentia, CA 92870	Various Locations Sidewalk Removal & Replacement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PRIMARY AND NONCONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):

The City of Placentia
401 E. Chapman Ave.

Location(s) of Covered Operations:

Various Locations

Description of Work Performed for the Additional Insured:

Sidewalk Removal & Replacement

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations, as described in the Schedule of this endorsement, for the additional insured at the location(s) shown in the Schedule of this endorsement, but only for "occurrences" or coverages not otherwise excluded in the Coverage Part to which this endorsement applies.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to the additional insured, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage", "personal and advertising injury" or medical payments arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

- b. Supervisory, inspection, architectural, or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- 2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to the additional insured, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- D. The following is **added** to 4.a. of **Other Insurance** of **Section IV - Commercial General Liability Conditions**:

If required in a written contract, the Coverage Part to which this endorsement applies is primary and noncontributory in the event of an "occurrence" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf that occurs while performing ongoing operations for the additional insured at the location(s) designated in the Schedule of this endorsement.

All other terms and conditions remain unchanged.

EXHIBIT E
CLAIMS PROCEDURE

SUMMARY OF PUBLIC CONTRACT CODE § 9204

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

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

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

Initial Review

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

Meet & Confer

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

Mediation

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

Miscellaneous Provisions

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



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF DEVELOPMENT SERVICES

DATE: JANUARY 15, 2019

SUBJECT: **SECOND READING OF ORDINANCE NO. O-2018-10 APPROVING DISPOSITION AND DEVELOPMENT AGREEMENT (DDA) NO. 2018-02 WITH PLACENTIA HOSPITALITY GROUP, LLC (FINE HOSPITALITY GROUP)**

FISCAL
IMPACT: REVENUE: \$2,399,000 DEVELOPMENT IMPACT FEES
\$1,552,000 PROPERTY ACQUISITION
\$ 455,520 ANNUAL ESTIMATED TRANSIT OCCUPANCY TAX (TOT)

SUMMARY:

On December 18, 2018, a public hearing was held to consider approval of a Development Plan Review (DPR), a Use Permit (UP), and a Disposition and Development Agreement (DDA) requested to allow for the development of an approximately 69,663-square foot, five-story, 116-room hotel building on an approximately 2.1-gross acre, unimproved site located at 380 S. Placentia Avenue (the Development). The City Council unanimously approved the project, adopted Resolution No. R-2018-66 adopting an Addendum to Mitigated Negative Declaration (MND) No. 2017-03 for the project, and approving DPR 2018-06 and UP 2018-06. City Council also conducted the first reading of Ordinance No. O-2018-10 approving DDA 2018-02. The recommended action will approve the second reading and adoption of Ordinance No. O-2018-10 which will take effect 30 days after adoption.

RECOMMENDATION:

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

Waive full reading, by title only, and adopt 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.

BACKGROUND:

On December 18, 2018, the City Council conducted a public hearing to consider the project-related entitlements which include a DPR, a UP, and a DDA to allow the construction of an approximately 69,663-square foot, five-story, 116-room hotel building at 380 S. Placentia Avenue

1. e.
January 15, 2019

(the Development). The approximately 2.1-gross acre site is located within a highly urbanized and developed area of the City, surrounded by existing residential, commercial, and industrial land uses. The subject site is triangular in shape and bound by the Orange Freeway/State Route 57 (SR 57) on the east, Burlington Northern and Santa Fe Railway (BNSF) tracks to the south, and Placentia Avenue on the west. The development project aims to establish and foster a symbiotic relationship with nearby land uses. The hotel will cater to the market needs of both the community and region by fulfilling a demand for easily accessible and upscale hotels near regional tourist destinations. The development will provide a compatible transition between nearby land uses with a commercial retail center to the west (City of Fullerton) and high density mixed use development to the east (TOD).

City Council unanimously approved the project by adopting Resolution No. R-2018-66 which adopted an Addendum to MND 2017-03 for the project, and approved DPR 2018-06 and UP 2018-06. City Council also conducted first reading of Ordinance No. O-2018-10, which would approve DDA 2018-02, taking effect 30 days after adoption of the Ordinance.

DISCUSSION:

Ordinance No. O-2018-10 will adopt DDA 2018-02 with Fine Hospitality Group related to the sale and terms for the transfer of ownership of the project site. Under the sale and terms of the DDA, the transfer of ownership of a City-owned site to Fine Hospitality Group shall provide fringe benefits to the City in the form of (a) the utilization of the hotel conference rooms for City government purposes and (b) discounted rates for Disaster Service Workers or Public Safety personnel employed by the City of Placentia when they are required to work special shifts. The DDA aims to establish and foster a symbiotic relationship between the City and Fine Hospitality Group by facilitating the development of a high-quality hotel development project.

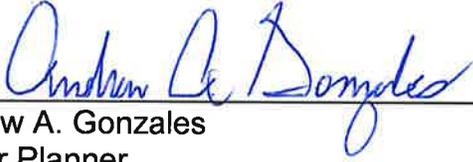
ENVIRONMENTAL REVIEW:

In accordance with the California Environmental Quality Act (CEQA) (Public Resources Code §§ 21000-21177) and pursuant to §15074 and §15164 of Title 14 of the California Code of Regulations (CCR), the City of Placentia, acting in the capacity of Lead Agency, adopted an Addendum to Mitigated Negative Declaration (MND) by adopting City Council Resolution No. R-2018-66 on December 18, 2018.

FISCAL IMPACT:

The proposed development will provide one-time fees of approximately \$211,755.52 in direct development impact fees. The purchase price of the property is \$1,552,000, the same purchase price at which the City acquired the property from OCTA as a result of right-of-way needed for the Placentia Avenue Grade Separation Project. Ongoing revenue will be generated through Transient Occupancy Tax (TOT) at a rate of ten (10) percent. According to the project applicant, a 68% occupancy rate is anticipated for 2020 in conjunction with a lodging rate of \$160.00 per night. Should these projections hold true, the City is anticipated to generate approximately \$455,520.00 in TOT for the 2020 calendar year. In addition to the aforementioned information, there will be additional positive revenue impacts associated with permanent job creation and construction job creation.

Prepared by:



Andrew A. Gonzales
Senior Planner

Reviewed and approved:



Joseph M. Lambert
Director of Development Services

Review and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Ordinance No. O-2018-10
Exhibit A: Disposition and Development Agreement No. 2018-02

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

City Attorney's Summary

An ordinance of the City of Placentia, California approving Disposition and Development Agreement 2018-02 between the City of Placentia and Fine Hospitality Group (Placentia Hospitality, LLC) related to the sale and terms for the transfer of ownership of a 2.1-acre City-owned site for the development of an approximately 69,663-square foot, five-story, 116-room hotel building at 380 S. Placentia Avenue. The City Council has adopted an Addendum to Mitigated Negative Declaration No. 2017-03 for the project in accordance with the California Environmental Quality Act Guidelines (CEQA) set forth in Title 14 CCR §15074 and §15164 and the City of Placentia Environmental Guidelines.

A. Recitals.

(i) Fine Hospitality Group (Placentia Hospitality, LLC) ("Applicant"), which will be the owner of the property located at 380 S. Placentia Avenue, Placentia, California filed an application for Development Plan Review 2018-06, Use Permit 2018-06, and Disposition and Development Agreement 2018-02 to develop and operate a five-story, 116-room hotel development.

(ii) California Government Code § 65867 authorizes the City of Placentia to enter into a disposition and development agreement that gives the applicant certain vested rights. In this case, Disposition and Development Agreement 2018-02 would, in pertinent part, memorialize sale and terms for the transfer of ownership from the City of Placentia to Fine Hospitality Group.

(iii) On November 13, 2018, 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 Disposition and Development Agreement No. 2018-02.

(iv) 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 Disposition and Development Agreement between the City and Applicant conforms to the policies and programs of the General Plan.

2. The City Council hereby approves the Disposition and Development Agreement between the City and Fine Hospitality Group 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 judgment that the Addendum to Mitigated Negative Declaration No. 2017-03, certified by the City Council, as part of the project, reduces the environmental impacts of Disposition and Development Agreement 2018-02 to a level less than significant based on the mitigation measures set forth therein.

4. Non-Substantive Changes to the Disposition and Development Agreement. The City Council hereby grants to the City Administrator and/or his designee the authority to make non-substantive changes to the Disposition and 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 December 18, 2018.

PASSED, APPROVED AND ADOPTED this 15th day of January 2019.

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 a regular meeting of the City Council of the City of Placentia, held on the 15th day of January 2019 by the following vote:

AYES:	Councilmembers:
NOES:	Councilmembers:
ABSENT:	Councilmembers:
ABSTAINED:	Councilmembers:

ATTEST:

Patrick J. Melia, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

EXHIBIT "A"
DISPOSITION AND DEVELOPMENT AGREEMENT 2018-02

**DISPOSITION AND DEVELOPMENT AGREEMENT BY
AND BETWEEN THE CITY OF PLACENTIA
AND PLACENTIA HOSPITALITY, LLC**

THIS DISPOSITION AND DEVELOPMENT AGREEMENT (“**Agreement**”) is hereby entered into as of _____, 2018 by and between the **CITY OF PLACENTIA**, a California charter city, (“**City**” or “**Seller**”) and Placentia Hospitality, LLC, a Nevada limited liability company (“**Developer**” or “**Buyer**”; “**Buyer**” and “**Seller**” may collectively be referred to herein as “**the Parties**”).

I. DEFINITIONS

"Agreement" means this Disposition and Development Agreement between the City and the Developer.

"Budget" means the budget for the design and construction of the Hotel, which Developer shall create for approval by the Franchisor and City in accordance with the Schedule of Performance.

"City or Seller" means the City of Placentia.

"City's Condition(s) Precedent" means the condition(s) precedent to the Conveyance for the benefit of the City, as set forth in Section VI.A of this Agreement.

"Closing Date" means the date on which transfer of the Property from City to Developer occurs.

"Closing(s) or Close" means the close of escrow for the Conveyance of title to the Property.

"Commence(s) Operations" or "Commencement of Operations" means the date on which the Hotel opens for business to the general public.

"Completion of Construction" means the completion of construction and operational readiness of the Hotel in accordance with this Agreement and the Scope of Development as determined by the City Administrator or his/her designee as evidenced by the issuance of the Release of Construction Covenants.

"Condition(s) Precedent" means, collectively the City's Condition(s) Precedent and the Developer's Condition(s) Precedent as set forth in Section VI of this Agreement.

"Conveyance(s)" means the transfer of title to the Property from the City to Developer upon satisfaction of all Conditions Precedent and Close of Escrow.

"County" means the County of Orange.

"Default" means the failure of a party to perform any action or covenant required by this Agreement within the Schedule of Performance following Notice and opportunity to cure, as set forth in Section XI of this Agreement.

"Developer" means Placentia Hospitality, LLC, a Nevada limited liability company.

"Developer's Condition(s) Precedent" means the condition(s) precedent to the

Conveyance for the benefit of the Developer, as set forth in Section VI.B of this Agreement.

"Environmental Law" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC §§ 9601 *et seq.*), the Hazardous Materials Transportation Act, as amended (49 USC §§ 1801 *et seq.*), the Resource Conservation and Recovery Act of 1976, as amended (42 USC §§ 6901 *et seq.*), the Toxic Substances Control Act (15 USC §§ 2601 *et seq.*), the Insecticide, Fungicide, Rodenticide Act (7 USC §§ 136 *et seq.*), the Superfund Amendments and Reauthorization Act (42 USC §§ 6901 *et seq.*), the Clean Air Act (42 USC §§ 7401 *et seq.*), the Safe Drinking Water Act (42 USC §§ 300f *et seq.*), the Solid Waste Disposal Act (42 USC § 6901 *et seq.*), the Surface Mining Control and Reclamation Act (30 USC §§ 1201 *et seq.*), the Emergency Planning and Community Right to Know Act (42 USC §§ 11001 *et seq.*), the Occupational Safety and Health Act (29 USC §§ 655 and 657), the California Underground Storage of Hazardous Substances Act (Health and Safety Code §§ 25280 *et seq.*), the California Hazardous Substances Account Act (Health & Safety Code §§ 25300 *et seq.*), the Porter-Cologne Water Quality Act (Water Code §§ 13000 *et seq.*), together with any amendments of or regulations promulgated thereunder and any other federal, state, and local Government Requirements, statutes, ordinances, or regulations now in effect that pertain to occupational health or industrial hygiene protect health, safety and the environment.

"Escrow" is defined in Section IV of this Agreement.

"Escrow Agent" is defined as the entity identified in Section IV of this Agreement.

"FIRPTA" means the Foreign Investment in Real Property Transfer Act.

"Franchise Agreement" means an agreement between the Developer and SpringHill Suites by Marriott Hotel which provides for the use of the SpringHill Suites by Marriott flag or brand, and describes, in detail, the standards of construction and standards of operation for the Hotel, as amended or replaced from time to time.

"Franchisor" means SpringHill Suites by Marriott Hotel or such other hotel franchise approved by the City acting in its sole and absolute discretion.

"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 Site is located, and of any other political subdivision, City or instrumentality exercising jurisdiction over the City, the Developer or the Site, including all applicable state labor standards, the City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the City's 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 Sections 51, *et seq.* Developer and its contractors and subcontractors shall comply with all governmental requirements applicable to public works, including without limitation the payment of prevailing wages in compliance with Labor Code Section 1770, *et seq.*, keeping of all records required pursuant to Labor Code Section 1776, complying with the maximum hours requirements of Labor Code Sections 1810 through 1815, and complying with all regulations and statutory requirements pertaining thereto, to the extent such requirements are applicable to the Hotel Project.

"Grading" is defined as the excavation and removal of at least 75% of dirt and/or soil

beyond clearing and grubbing on the Property required to create a level base where the hotel structure, subterranean parking structure and any other related building or structure will be erected.

"Hazardous Materials" means any substance, material, or waste which is now or becomes, regulated by any local governmental authority, the State of California, or the United States Government under any Environmental Law, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Section 25115, 25117 or 25122.7 or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) a petroleum or refined petroleum product, including without limitation petroleum-based paints and solvents, (vi) asbestos, (vii) polychlorinated biphenyls, (viii) methyl tertiary butyl ether (MTBE), (ix) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (x) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (xi) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §§6901, *et seq.* (42 U.S.C. §6903), or (xii) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§9601, *et seq.*, (xiii) any flammable or explosive materials, (xiv) a radioactive material, or (x) lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, PCBs and similar compounds including any different products and materials which have been found to have adverse effects on the environment or the health and safety of persons.

"Hotel" means the SpringHill Suites by Marriott Hotel as described in the Scope of Development and this Agreement.

"Hotel Manager" means Fine Hospitality Group, LLC, a Nevada limited liability company or such other person or entity approved by the City acting in its reasonable discretion.

"Hotel Management Agreement" means an agreement between the Developer and the Hotel Manager which describes, in detail, the standards of construction and standards of operation for the Hotel, as amended or replaced from time to time.

"Hotel Owner" means Placentia Hospitality LLC, a Nevada limited liability company.

"Indemnify" means indemnify, defend and hold harmless as provided in Section X of this Agreement.

"Indemnitee(s)" means the City, City and their respective representatives, elected officials, officers, employees and agents.

"Land Use Approvals and Permits" means Development Plan Review (DPR) No. 2018-16 and Use Permit (UP) No. 2018-06, compliance with the California Environmental Quality Act.

"Legal Description" means the legal description of the Site which is attached hereto as Exhibit 1 and incorporated herein by this reference.

"Memorandum of Agreement" means that attached hereto as Exhibit 5.

"Project" means the construction and operation of Hotel in accordance with this Agreement.

"Project Construction Lender" means the institutional lender, or lenders providing funds for the construction of the Hotel as approved by the City pursuant to Section VII of this Agreement.

"Project Construction Loan" means the construction loan approved by the City pursuant to Section VII in an amount sufficient (together with the Hotel Project Equity) to fund the cost of construction of the Hotel pursuant to the Budget.

"Report" means the preliminary title report for the Site, as described in Section IV.D of this Agreement.

"Repurchase Right" means the City's right to repurchase the Property from Developer if Developer does not meet the requirements set forth in Section XII.

"Right of Entry Agreement" is defined in Section XIII.B of this Agreement.

"Schedule of Performance" means the Schedule of Performance attached hereto as Exhibit 4 and incorporated herein by this reference, setting out the dates and/or time periods by which certain obligations set forth in this Agreement must be accomplished.

"Scope of Development" means the Scope of Development attached hereto as Exhibit 3 and incorporated herein by this reference, which describes the scope, amount and quality of development of the Hotel to be constructed by the Developer pursuant to the terms and conditions of this Agreement.

"Site" or **"Property"** means the approximately 2.1 acres owned by the City, located at 380 S. Placentia Blvd. Placentia, CA also identified by Assessor's Parcel Number 339-441-02 as described in the Legal Description as set forth in Exhibit 1 of this Agreement.

"Site Condition" means the condition of the Site with respect to soil, geology, the presence of known or unknown faults, and the Release of known or unknown Hazardous Materials or toxic substances.

"Site Map" means the map of the Site, which is attached hereto as Exhibit 1 and incorporated herein by this reference.

"State" means the State of California.

"Title Company" means North American Title Company or such other title company as may be approved by the parties.

"Title Policies" means, collectively, the Developer Title Policy and the City Title Policy.

II. SUBJECT OF AGREEMENT

A. Purpose of Agreement. The purpose of this Agreement is Developer desires to purchase the Property from the City and develop a Marriott SpringHill Suites Hotel ("Project" or "Hotel") more particularly described in the Scope of Development attached hereto as Exhibit 3.

B. Project Site. The project site ("Site" or "Property") consists of approximately 69,663 square foot, five-story, 64-foot high, 116-room hotel building on a +/-2.1 gross acre unimproved site. The development will feature a 116-space parking lot, decorative hardscape and

landscape improvements, outdoor pool area, and associated amenities for hotel guests including the onsite sale and consumption of beer and wine that is intended to be provided by a proposed hotel convenience market and includes all of the City's right, title and interest in and to the Property, including all privileges, easements, improvements and appurtenances benefiting the Property, except as expressly excluded, all of the City's interest, if any, in all mineral and water rights and all easements, rights-of-way and other appurtenances used or connected with the beneficial use or enjoyment of the Property, and all tangible and intangible personal property located on or related to the Property, as legally described in Exhibit 1 attached hereto and incorporated herein.

III. PURCHASE

A. **Purchase Price.** The purchase price ("Purchase Price") of the Property shall be One Million Five Hundred and Fifty-Two Thousand Dollars (\$1,552,000).

B. **Deposit.** Within three (3) business days following the Effective Date of this Agreement, Developer shall deposit the sum of Twenty-Five Thousand Dollars (\$25,000.00) ("**Deposit**") with Escrow Holder. If the Escrow closes successfully the Developer's Escrow Deposit shall be credited toward the Purchase Price. If the Escrow fails to close successfully due to the default of the Developer, the Developer's Deposit shall be transferred to City as liquidated damages pursuant to Section XI of this Agreement.

C. **Balance of Purchase Price.** The balance of the Purchase Price shall be paid prior to the Close of Escrow subject to Developer's completion, to the satisfaction of City, of the Conditions Precedent set forth in Section VI. The Closing Costs attributed to Developer as set forth herein, shall be paid by federal wire transfer of immediately available funds by Developer at Close of Escrow.

IV. ESCROW, CONVEYANCE, AND TITLE INSURANCE

A. **Escrow Holder.** Upon mutual delivery of a fully executed counterpart of this Agreement to North American Title Company, Attn: Erin Tweedy ("**Escrow Holder**") as chosen by the City, which is located at 6 Hutton Center Drive, Suite 550, Santa Ana, CA 92707, the Parties shall open escrow ("**Escrow**"). The "**Effective Date**" shall be the date Escrow Holder receives this Agreement fully executed by both Parties.

B. **Close of Escrow.** The date Escrow actually closes and the "Deed" (defined below) is recorded in the official records of the County of Orange ("**County**") shall be referred to as the "**Closing**" or the "**Close of Escrow.**" The Closing or Close of Escrow shall occur upon satisfaction by the Parties of the Conditions Precedent to the Close of Escrow set forth in Section VI of this Agreement. Escrow Holder is hereby authorized and instructed to act in accordance with the provisions of this Agreement, which Agreement, together with Escrow Holder's standard general escrow instructions, if executed by the Parties, shall constitute Escrow Holder's Escrow instructions. As between the Parties, if there is a conflict between Escrow Holder's general instructions and this Agreement, this Agreement will control.

C. **Taxes and Assessments.** All property taxes and assessments assessed against the Property, if any, shall be prorated and paid in full at Close of Escrow by the City using the most recent tax bill issued by the County Assessor. If and when received, City shall deposit

the tax bill for the fiscal year in which the Close of Escrow occurs with Escrow Holder at Close of Escrow. Any taxes and/or assessments assessed after the Close of Escrow, Developer shall be paid for by Developer.

D. Title Policy. The Escrow Agent shall provide Developer with a standard ALTA preliminary title report or reports (the "**Report(s)**") with respect to the title to the Property, together with legible copies of the documents underlying the exceptions ("**Exceptions**") set forth in the Reports, within fifteen (15) days from the date of this Agreement. The Developer shall have the right to reasonably approve or disapprove the Exceptions within thirty (30) days from the date of receipt of the Report and all Exceptions at which time Developer will provide written notice to City and Escrow Agent of Developer's approval or disapproval of any of such Exceptions set forth in the Report. Developer's failure to give written disapproval of the Report within such time limit shall be deemed approval of the Report. If Developer notifies City of its disapproval of any Exceptions in the Report, City shall have the right, but not the obligation, to remove any disapproved Exceptions within thirty (30) days after receiving written notice of Developer's disapproval or provide assurances satisfactory to Developer that such Exception(s) will be removed at City cost on or before the Closing for the Conveyance. If City cannot or does not elect to remove any of the disapproved Exceptions within that period, Developer shall have fifteen (15) days after the expiration of such thirty (30) day period to either give the City written notice that Developer elects to proceed with the purchase of the Property subject to the disapproved Exceptions not removed by the City or to give the City written notice that the Developer elects to terminate this Agreement. The Exceptions to title to the Property approved by Developer as provided herein shall hereinafter be referred to as the "**Condition of Title**" of the Property. The Developer shall have the right to approve or disapprove any further Exceptions reported by the Title Company after the Developer has approved the Condition of title for the Property with the exception of the Memorandum of Agreement, Repurchase Agreement and any other exception contemplated in this Agreement. On or before the Closing, Title Company shall have committed to issue to Developer the Title Policy. As used herein, the term "Title Policy" shall mean an ALTA extended coverage Owner's Policy of Title Insurance with liability in the amount of the Purchase Price, and such other endorsements as reasonably requested by Developer, showing title to the Property vested in Developer, subject only to the preprinted standard exceptions in such Title Policy, exceptions approved or deemed approved by Developer as provided above, and non-delinquent real property taxes and special assessments (collectively, the "**Permitted Exceptions**"). If Developer fails to provide an ALTA survey for the Real Property acceptable to the Title Company for purposes of issuing the Title Policy, then the Title Policy to be issued on the Close of Escrow shall include a general survey exception.

E. Escrow and Title Policy Fees. City shall pay the cost of the standard CLTA Title Policy coverage. Developer shall pay the documentary transfer tax, recording fees for the Deed (defined below), and the cost of the ALTA extended coverage and any other endorsements to the Title Policy. Otherwise the Parties shall each pay one-half of the reasonable and customary Escrow fees and any other closing costs not specifically allocated herein. In the event of a default, the defaulting party shall pay the Escrow Holder's Escrow cancellation fees, if any ("**Closing Costs**").

F. Deed. Title shall be conveyed by grant deed (the "**Deed**") in a form similar

to the Deed attached hereto as Exhibit 2.

G. Documents to Be Deposited into Escrow by City. On or before the date one day prior to the Closing Date, City shall deposit into Escrow for recordation and/or delivery to Developer upon the Close thereof:

1. The executed and acknowledged Deed in proper form for recording conveying the Property to Developer;
2. All other instruments and documents reasonably required by Escrow Holder to close the Escrow in accordance with the terms of this Agreement.

H. Documents and Sums to Be Deposited into Escrow by Developer. On or before 10:00 a.m. (local time) on the Closing Date and conditioned upon Developer satisfying the Conditions Precedent set forth in Section VI to the satisfaction of City, City having deposited the Deed and other instruments and documents referred to in the preceding Section IV.G, Developer shall deposit into Escrow for delivery to City upon the Close thereof:

1. A wire transfer in the amount of the Purchase Price less any Deposit that has been paid and is held in Escrow;
2. Executed and acknowledged Memorandum of Agreement;
3. Franchise Agreement approved by the City;
4. Hotel Management Agreement approved by the City;
5. All other instruments and documents reasonably required by Escrow Holder to close the Escrow in accordance with the terms of this Agreement.

I. Duties of Title Company/Escrow Holder. At Close of Escrow, Title Company and/or Escrow Holder shall (i) cause the Deed and the Memorandum of Agreement in substantial conformance with Exhibits 2 and 5 to be recorded in the Office of the Orange County Recorder (ii) deliver to City a duplicate original of the Title Policy, (iii) deliver to Developer the Title Policy; (iv) forward to Developer and City an accounting of all funds received and disbursed and copies of all executed and recorded or filed documents deposited into Escrow, with such recording and filing date endorsed thereon; and (v) any other actions specified in this Agreement that is/are necessary to comply with the Agreement's terms.

J. Escrow Holder Authorized to Complete. If necessary, Escrow Holder is hereby authorized to insert the date of Close of Escrow as the execution date of the Deed and is further authorized to insert the date of Close of Escrow and to fill in blank spaces in any and all documents and instructions delivered to it so long as it is done in conformance with this Agreement. Additionally, Escrow Holder is authorized to complete other actions as required by law including, but not limited to directing the City and the Developer to execute and deliver any instrument, affidavit, and statement, and to perform any act reasonably necessary to comply with the provisions of FIRPTA and any similar state act and regulation promulgated there under. City agrees to execute a Certificate of Non-Foreign Status by individual transferor and/or a Certification of Compliance with Real Estate Reporting Requirement of the 1986 Tax Reform Act as may be required by Escrow Agent, on the form to be supplied by Escrow Agent. Additionally, Escrow Holder is authorized to prepare and file with all appropriate governmental or taxing authorities a

uniform settlement statement, closing statement, tax withholding forms including an IRS 1099-S form, and be responsible for withholding taxes, if any such forms are provided for or required by law.

V. REPRESENTATIONS, WARRANTIES AND DISCLOSURES

A. City's Representations, Covenants, Warranties, And Obligations. City represents, covenants, and warrants as follows and all of these representations and warranties shall be true and correct as of the Effective Date, shall be true and correct at Close of Escrow, and shall survive the Close of Escrow:

1. City is a California municipal corporation, duly formed and validly existing under the laws of the State of California, is legally permitted to enter into this Agreement and to issue the permits and entitlements required to perform this Agreement and has or will have obtained all required authorizations prior to the Close of Escrow.

2. City shall, no later than (5) days following the Effective Date, provide Developer with a complete compilation of all engineering plans and studies, surveys, soils, environmental, and biological reports, and all other documents concerning the physical condition or development of the Property, if any, in possession of City (collectively, the "**Property Documents**") all of which shall be conveyed to Developer, and become the property of Developer, at no additional cost to Developer, at Close of Escrow.

3. Except as disclosed in the Property Documents, to City's knowledge, there are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, and other than as may be reflected in the title commitment, no party has been granted by City any license, lease, or other right relating to use or possession of the Property that would be binding on the Developer after Close of Escrow.

4. Except as disclosed in the Property Documents, to City's knowledge, there is no violation of any ordinance, regulation, law, or statute of any governmental authority or City pertaining to the Property.

5. To the best of City's knowledge, there are no threatened or pending annexation, condemnation, or other proceedings or litigation against or affecting any part of the Property.

6. City shall, prior to the Close of Escrow, keep the Property free of encumbrances except as contemplated by this Agreement.

7. Until the Close of Escrow, City shall not use the Property for any purpose other than its current use, and City shall use the Property in accordance with all applicable laws. Following the Effective Date, City shall not release, and shall not cause or permit any other party to release, any "Hazardous Materials" on the Property.

8. To the best of City's knowledge, no trash, garbage, construction materials, manure or other debris has been buried in any refuse pits within the Property.

9. Neither the entering into this Agreement nor the consummation of this sale constitutes a violation or breach by City of any contract or other instrument to which it is a party, or to which it is subject, or by which any of its assets or properties may be affected, or a violation of any judgment, order, writ, injunction, or decree issued against or imposed upon it, or, to the best

of City's knowledge, will result in a violation of any applicable law, order, rule or regulation of any governmental authority.

10. The Close of Escrow is contingent on the City providing clean title to Buyer. As of the date hereof, City has not received any written notice of any actions, suits or arbitrations pending or, to City's knowledge, threatened, against City with respect to the Property before any court, governmental authority or otherwise.

11. No elected official or employee of City, during the term of his or her office or service with City, shall have any direct or indirect interest in this Agreement or obtain any present or anticipated material benefit arising therefrom.

12. City shall not be responsible for conducting or financing processes nor any testing of the Property for Hazardous Materials pursuant to any Hazardous Materials Laws. The City has not conducted any testing of the Property for any Hazardous Materials pursuant to any applicable Environmental Law.

13. City is not relying upon any representations or warranties by Developer other than those expressly set forth in this Agreement and the representations and warranties of Developer set forth herein constitute all of the representations and warranties of Developer in regard to this transaction.

14. To the best of the City's knowledge, there are no conditions or restrictions which will adversely affect the title to the Property or Developer's right to construct the Project, as provided in this Agreement, that have not been disclosed in writing to Developer.

15. To the City's knowledge, there is no suit, legal action, administrative arbitration or other proceeding or governmental investigation process which has been served upon City or, which to City's best knowledge, is otherwise pending or threatened against City in which any party is making or has made a claim or defense that, if sustained, would adversely affect the performance of City under this Agreement or adversely interfere with the ability of City to consummate the transactions contemplated herein.

16. The City has not entered into any agreements which will adversely affect title to the Property or Developer's right to construct the Project.

B. Developer's Representations, Covenants, Warranties and Obligations. Developer makes the following representations and warranties, which shall be true and correct at the Effective Date and as of Close of Escrow:

1. Developer is a limited liability company, duly formed, validly existing and in good standing under the laws of the State of California and is qualified to do business in the State of California. Developer has duly authorized, executed, and delivered this Agreement, all consents required under Developer's organizational documents have been obtained, the person signing this Agreement on Developer's behalf are authorized and empowered to do so, this Agreement is binding upon Developer, all documents that are to be executed by Developer and delivered hereunder have been, or on the Closing Date will be, duly executed, authorized by, delivered by, and binding upon Developer and will constitute legal, valid and binding obligations of Developer.

2. No other authorizations or approvals will be necessary in order to enable Developer to enter into or to comply with the terms of this Agreement.

3. Neither this Agreement nor anything provided to be done under this Agreement violates or shall violate any contract, agreement or instrument to which Developer is a party or by which it is bound.

4. Developer will commence work on the Project Land Use Entitlements and building permits and will diligently pursue completion of the Project in accordance with the "Schedule of Performance" set forth in Exhibit 4 attached hereto.

5. This Agreement is a valid and binding agreement enforceable against Developer in accordance with its terms, subject to laws relating to bankruptcy and creditor's rights and generally applicable equitable principles.

6. Developer is not relying upon any representations or warranties by Seller other than those expressly set forth in this Agreement and the representations and warranties of Seller set forth herein constitute all of the representations and warranties of Seller in regard to this transaction.

7. Developer has not entered into any agreements which will adversely affect the title to the Property or Developer's right to construct the Project, as provided in this Agreement.

8. Developer represents and warrants to the Seller that there is no suit, legal action, administrative arbitration or other proceeding or governmental investigation process which has been served upon Developer or, which to Developer's best knowledge, is otherwise pending or threatened against Developer in which any party is making or has made a claim or defense that, if sustained, would adversely affect the performance of Developer under this Agreement or adversely interfere with the ability of Developer to consummate the transactions contemplated herein.

9. Developer possesses adequate financial resources and has the skill and experience to develop and operate the Project.

10. Developer is entering into this Agreement for the purpose of redeveloping the Property and not for speculation in land holding or land banking. In this regard, Developer recognizes the importance of the development of the Project on the Property to the general welfare of the residents of the City, and the fact that the qualifications and identity of Developer are of particular concern to Seller and that it is because of such qualifications and identity that Seller is entering into this Agreement with Developer.

11. Covenants Related to Construction, Use and Operation of the Property. Developer covenants and agrees for itself, its successors, assigns, and every successor in interest to the Site, as follows:

a) To construct the Project pursuant to this Agreement, the Scope of Development and the Schedule of Performance. The physical quality of the Hotel, including without limitation the construction quality, finish material, lighting, landscaping and site amenities shall, in no event, fail to meet the minimum construction quality, finish material, lighting, landscaping and site amenities approved by the City.

b) To Commence Operations of the Hotel as a first quality, hotel in accordance with the Scope of Development, Franchise Agreement, and/or Hotel Management Agreement, as applicable, and this Agreement.

c) From the date upon which the Hotel Commences Operation, the Developer shall continuously use and operate the Hotel. During such Operating Period the Hotel shall be operated under the name of Franchisor, as previously approved by the City, and be operated by the Hotel Manager. In addition, the City shall have the right, acting in its reasonable discretion, to approve any proposed replacement Franchisor and/or Hotel Manager provided that such proposed replacement Franchisor and/or proposed replacement Hotel Manager shall operate the Hotel at a quality standard not less than that required by this Agreement, or imposed by the original Franchisor and/or Hotel Manager, as applicable, pursuant to the original Franchise Agreement and/or original Hotel Management Agreement initially executed hereunder, which ever Agreement requires the higher standard; provided further, that such proposed replacement Franchisor and/or proposed replacement Hotel Manager shall have the financial capability and operating experience equivalent to, or greater than, the original Franchisor and/or Hotel original Hotel Manager, as the case may be, of the Hotel Project in the condition and at a quality level substantially equivalent to the condition and quality level, as the case may be, as existed as of the date of Commencement of Operation in compliance with this Agreement, which standard shall, in no event be less than AAA 3 Diamond standard as to physical condition and service as that standard is defined as of the date of execution of this Agreement.

d) Compliance with Franchise Agreement and/or Hotel Management Agreement. After the Conveyance, the Developer shall provide City with any amendments of the Franchise Agreement and/or Hotel Management Agreement, as applicable, within fifteen (15) working days after execution thereof. In addition, the Developer shall remain at all times in full compliance with the Franchise Agreement and/or Hotel Management Agreement, as applicable.

e) Maintenance Covenants. Developer covenants and agrees for itself, its successors and assigns and any successor in interest to the Hotel or part thereof to maintain, at no cost or expense to the City, the Hotel and all improvements thereon to the property and curb line, in compliance with the terms of this Agreement, the Land Use Approvals and Permits, and with all applicable provisions of the City Municipal Code. Such maintenance and repair shall also conform to the requirements of Developer's Franchisor and Hotel Management Agreement and/or Franchise and Hotel Management Agreement, as applicable. Maintenance and security of the Hotel Project shall be consistent with other similar class hotel projects in Orange County, and shall include, without limitation, regular graffiti removal, and trash and debris removal. The Site shall be kept free from any accumulation of debris or waste materials. The Developer shall maintain the landscaping required to be planted on the Site in a healthy condition in accordance with the approved landscape plan for the Hotel Project.

f) Minimum Hotel Project Value Covenant. The Developer covenants and agrees by and for itself, its successors, assigns and every successor in interest to the Property or any part thereof that commencing upon the Completion of Construction of the Hotel, the Developer shall not take action to decrease the assessed value (including the value of the improvements thereon and/or possessory interest therein) of the Property for property tax purposes below the assessed value as determined by the Orange County Assessor's Office at the time the Hotel opens. ("**Minimum Hotel Value**").

12. Each of the foregoing items (1) through (11), above, shall be deemed to be an on-going representation and warranty. Developer shall advise the City in writing if there is

ATTACHMENT 1
EXHIBIT A

any change pertaining to any matters set forth or referenced in the foregoing items (1) through (11). No member, manager, agent, employee or representative of Developer or the Hotel Manager, including their attorneys and accountants, nor any of their affiliates or spouses, shall have any personal liability for any breach of any representation or warranty or any other obligation by Developer under this Agreement.

VI. CONDITIONS PRECEDENT TO CLOSE OF ESCROW

A. City's Conditions Precedent. The following shall constitute conditions precedent to the Close of Escrow for the Property for the benefit of City, which conditions may be waived by City in City's sole discretion.

1. Developer shall have deposited into Escrow the documents and funds required to be deposited by Developer under the terms of this Agreement.

2. All "Matters to be Completed Prior to Conveyance" set forth in the Schedule of Performance have been completed by the Developer within the timeframes set forth to the reasonable satisfaction of the City unless waived by the City.

3. At Developer's own expense, Developer shall have obtained all Land Use Entitlements for use and subject to approval the City of Placentia Planning Department, Planning Commission and City Council including, but not limited to Development Plan Review (DPR) No. 2018-16 and Use Permit (UP) No. 2018-06, compliance with the California Environmental Quality Act and Final Building Plans for all of the construction of the Project.

4. Developer shall have submitted approved building plans to the City for issuance of building permit and be in a position to obtain issuance of building permits at the Closing upon the payment of applicable building permit fees and posting of any normally required security as required in the Schedule of Performance attached hereto as Exhibit 4.

5. Developer shall have been able to obtain, and the City Council shall have approved Developer's evidence of Financing Commitment(s) and Budget, as provided for in Section VII of this Agreement, and Developer's lender and equity sources for the financing and equity are prepared and willing to close and fund such financing and equity at the Close of Escrow.

6. Developer shall have executed and acknowledged a Memorandum of Agreement in substantially the form attached hereto as Exhibit 5.

7. Approval of lot line adjustment for the portion of the Site to be retained by City.

8. BNSF has provided written approval of a modification to its existing easement on the Property in substantial conformity with the form set forth in Exhibit 6.

9. The Developer shall have conducted its own due diligence and successfully received all necessary approvals required by law from public entities other than the City.

10. All representations and warranties of Developer in Section V.B shall be true and correct as of the Close of Escrow.

In the event the foregoing conditions precedent are not satisfied within the timeframes set forth in the Schedule of Performance, City, may either (i) waive such conditions and proceed to Close of

Escrow or (ii) terminate the Escrow and this Agreement by giving a written notice of termination to Developer and Escrow Holder and in such case, this Agreement shall terminate and each party shall be released from its obligations under this Agreement. However, if the timeframes for completion of the conditions precedent as set forth in the Schedule of Performance have expired, City shall be entitled to retain the Deposit paid to City as Liquidated Damages consistent with Section XI of this Agreement. Upon the Close of Escrow, the foregoing conditions precedent, and any Developer breach hereunder, shall be deemed satisfied or waived.

B. Developer's Conditions Precedent. The following shall constitute conditions precedent to the Close of Escrow for the Property for the benefit of Developer, which conditions may be waived by Developer, in Developer's sole and absolute discretion.

1. The Title Company shall be unconditionally committed to issue the Title Policy and the endorsements referred to in the List Title Exceptions and Endorsements.
2. All representations and warranties of City set forth in Section V.A shall be true and correct as of the Close of Escrow.
3. City shall have good and marketable title to the Property in fee and be able to convey the same to Developer in the condition required under this Agreement.
4. All leases and tenancies affecting the Property shall have been terminated, all tenants and other parties shall have vacated the Property, and all personal property shall have been removed from the Property.
5. There shall be no material adverse change in the physical condition of the Property, from the condition in which it existed as of the date of this Agreement that would render the Property unsuitable for Developer's intended development.
6. Developer has received all Land Use Entitlements and submitted building plans required for the City to issue building permits required for completion of the Project.

In the event any of the foregoing conditions precedent are not satisfied by the Closing Date, Developer may elect any of the following: (i) terminate Escrow and this Agreement by giving a written notice of termination to City and Escrow Holder, in which case, Escrow Holder shall return the Deposit to Developer, and thereafter neither Party shall have any further rights, obligations or liabilities under the Agreement; (ii) waive any such conditions and close Escrow; provided however, if such failure was due to a City default, then, Developer shall be entitled to exercise all remedies set forth in Section XI; or (iii) extended the Closing Date sixty (60) days, which may be further extended in Developer's sole discretion, so that City may satisfy the foregoing conditions.

VII. DEVELOPER'S EVIDENCE OF FINANCING

A. Submission of Evidence of Construction Contract. In the event Developer proposes financing the Project through a construction contract, the evidence of financing shall be the following.

1. By the deadlines specified therefor in the Schedule of Performance, the Developer agrees to deliver to City, for its reasonable approval, a written commitment(s) ("**Financing Commitment**"), from a lender acceptable to City in its reasonable discretion and licensed to do business in California, that is financially secure and possesses a sound credit rating ("**Project Construction Lender**"), by which said Construction Lender shall represent that it has agreed, subject to customary closing conditions and final loan documentation consistent with the terms of said written commitment(s), to make a construction loan to Developer ("**Project Construction Loan**") for the development and construction of the Project.

2. In the event of any disapproval, City shall, concurrently with delivery of the notice of such disapproval to Developer, inform Developer in writing of the reasons for disapproval and the required changes to the Financing Commitment. Developer shall have ten (10) business days from receipt of any notice from the City specifying required changes ("**Commitment Disapproval Notice**") within which to notify City that Developer and Construction Lender agree to make such changes or object to any requested changes. If Developer timely notifies City of its objections to the requested changes, then the City and Developer shall meet at a mutually acceptable time to discuss the differences within ten (10) days after the Developer gives such notice. Following such meeting, Developer and Construction Lender shall revise the Financing Commitment and resubmit it for approval to the City, as required by this Agreement, by the later of (i) thirty (30) days after receipt of the Commitment Disapproval Notice, or (ii) ten (10) days after such meeting. Any such resubmissions shall be approved or disapproved and revised within the times set forth herein with respect to the initial submission, and, so long as the City does not unreasonably delay the resubmission process, such resubmissions shall not extend any of the outside dates set forth in the Schedule of Performance.

3. The amount of the Financing Commitment shall not be less than (i) the amount of the construction contract for the Project, plus (ii) an amount equal to all consultant and loan fees, "points," commissions, charges, furnishings, fixtures, taxes, interest, start-up costs, Developer's overhead and administration, and other costs and expenses of developing and completing the Project (the costs listed in clauses (i) and (ii) of this Section are sometimes referred to collectively as "**Development Costs**"), less (iii) the amount of the Developer's documented and committed equity contribution to the cost of constructing the Project. Developer is required to fully fund all of the Development Costs.

4. In the event Developer will finance a portion of the Development Costs by means of an equity contribution or equity financing source, Developer agrees to demonstrate, to City's reasonable satisfaction, the source of the funds providing the equity contribution and that (i) such funds are committed without qualification to funding of the Development Costs, and (ii) the amount of funds committed is sufficient to cover all contemplated Development Costs (other than those financed by the Construction Loan) necessary to fully complete and render the Project operational.

5. In connection with submission of the Financing Commitment, Developer shall submit to and obtain City's approval, which approval shall not be unreasonably withheld, conditioned or delayed, of a construction budget, showing the projected pre-development and development costs of the Project and a sources and uses statement showing that the projected funding sources will be available as needed to fund all such projected costs at the time incurred

(“Budget”).

6. The Construction Loan shall be consistent with the terms and provisions of this Agreement. Prior to execution of any final Construction Loan documents by Developer, Developer shall secure the City’s approval of the terms and conditions of those Construction Loan documents, which approval shall be limited to and only for the purpose of assuring compliance of the Construction Loan documents with the requirements of this Agreement and the previously approved Financing Commitment and which shall not be unreasonably withheld, conditioned or delayed. City shall approve or disapprove said Construction Loan documents within ten (10) working days of their submission. Concurrent with any disapproval, City shall inform Developer in writing of the reasons for such disapproval. Developer shall draw upon and utilize the full amount of the Construction Loan only for financing the Development Costs for the Site and any other purposes approved by City, acting in its sole and absolute discretion, and the Construction Loan shall be disbursed and applied in accordance with the approved construction budget.

VIII. OTHER PROPERTY RELATED REQUIREMENTS

A. Operating Memoranda. It is recognized that performance under this Agreement will require a considerable degree of cooperation between the City and Developer. It is further realized that subsequent events may demonstrate that revisions will be required in the performance hereunder, and that a certain degree of flexibility will be required. It is to preserve such flexibility that certain provisions may have been delineated in this Agreement in general terms only, with the understanding that more precise details may be sent forth in “Operating Memoranda” as may be required from time to time. Each operating memorandum shall be approved by the City Council or City Administrator and Developer’s designated representative and shall be attached hereto as an addendum, and become a part hereof, and may be further changed and amended from time to time as necessary upon approval by the City and Developer.

B. No Reimbursement of Transient Occupancy Tax. It is fully understood by the Developer that 100% of the City’s Transient Occupancy Tax will be collected by the Developer at whatever level has been established by the City Council and that none of this tax is being shared with the Developer in any way.

C. Utilities and Street Improvements. To the extent any new, additional, increased or changed utility connections, or any street improvements are undertaken by the City wholly unrelated to the Project, the City shall diligently undertake all activities (including without limitation permitting and construction costs) so as not to impair or delay the construction and opening of the Hotel.

D. Advertising. The City entered into a Design, Build, Operate and Maintain (DBOM) Agreement with Lamar Central Outdoor, LLC on or about October 6, 2015 that authorizes the City a limited right to assign advertising space to promote economic development, as defined in the DBOM, on a space-available basis and subject to limitations on timeframes for advertising. The City and Developer agree for a period of two (2) years to cooperate in the placement of advertising for economic development purposes related to the operation of the Hotel subject to the terms and conditions of the DBOM.

E. Developer agrees to allow the City, at no cost, to use meeting rooms for City of Placentia purposes no less than ten (10) times per year based upon space availability.

ATTACHMENT 1
EXHIBIT A

F. Developer agrees to provide, based upon availability, hotel rooms to City of Placentia public safety personnel as required by the City to respond to public safety issues at a rate of 75% of the average standard rate.

G. BNSF Easement. Parties will cooperate in obtaining BNSF's written approval of the modification and/or extinguishment of the BNSF Easement in substantially the form set forth in Exhibit 6.

H. OCTA Retaining Wall. Condition of Approval #58 of the Land Use Entitlements require Developer to construct the Project without interfering with the existing retaining wall. The Parties understand and agree that, upon completion of construction of the Project, Developer shall not have any responsibility to maintain the wall.

IX. AS-IS SALE AND RELEASE OF LIABILITY

A. Developer acknowledges the following: (i) that it is an experienced and sophisticated purchaser of commercial real estate projects such as the Property; (ii) that Developer is familiar with the Property, and (iii) that, the Developer has had full and complete opportunity to conduct such investigations, examinations, inspections, and analysis of the Property, the Property Documents and market conditions as Developer, in its absolute discretion, may deem appropriate. Developer further acknowledges that, except for the City's Representations, Covenants, Warranties and the conditions and other terms of this Agreement, Developer has not relied upon any statements, representations or warranties by City or any agent of City.

B. Except as otherwise expressly provided in this Agreement, Developer agrees that the Property shall be sold, and that Developer shall accept possession of the Property on the Closing Date strictly on an "AS IS, WHERE IS, WITH ALL FAULTS" basis.

C. Release of Liability. Developer acknowledges that it will have the opportunity to inspect the property during its due diligence of the Property, and during such period, observe its physical characteristics, environmental conditions and existing conditions and the opportunity to conduct such investigation and study as Developer deems necessary. Except for the representations, warranties and covenants set forth in this agreement, Developer agrees to the following releases, waivers and assumptions of risks. Developer hereby forever releases and discharges Seller from all responsibility and liability relating to the physical, environmental or legal compliance status of the Property, whether arising before or after the effective date, regarding the condition, valuation, salability or utility of the Property, or its suitability for any purpose whatsoever (including, but not limited to, with respect to the presence in the soil, air, structures, and surface and subsurface waters, or hazardous materials or other materials or substances that have been or may in the future be determined to be toxic, hazardous, undesirable or subject to regulation and that may need to be specially treated, handled and/or removed from the property under current or future federal, state and local laws, regulations or guidelines, and any structural and geologic conditions, subsurface soil and water conditions and solid and hazardous waste and hazardous materials on, under, adjacent to or otherwise affecting the property of its use and operations. Developer further hereby waives (and by closing this transaction will be deemed to have waived) any and all objections, complaints and actions (including, but not limited to, federal state and local statutory and common law-based actions, and any private right of action under any federal, state or local laws, regulations or guidelines who which the property is or may be subject.

Developer further hereby expressly assumes the risk and changes in applicable laws and regulations relating to past, present and future environmental conditions on the property and the risk that adverse physical characteristics and conditions, including, without limitation, the presence of hazardous materials or other contaminants, may not have been revealed by its investigation.

Sellers Initials

Buyers Initials

X. INSURANCE AND INDEMNIFICATION

A. **Insurance.** Developer shall maintain a commercial general liability insurance policy with respect to Developer's activities on or about the Property with liability limits of at least Two Million and no/100 Dollars (\$2,000,000.00) per occurrence and shall cause City to be named as an additional insured by way of endorsement thereto. Developer shall also maintain Automobile Insurance with liability limits of at least One Million no/100 Dollars (\$1,000,000.00) per accident for owned, non-owned, and hired autos and Workers Compensation Insurance as required by law.

1. **Nature of Insurance.** All Liability Insurance and Automobile Liability Insurance policies required herein shall be issued by carriers that: (a) are listed in the then current "Best's Key Rating Guide-Property/Casualty-United States & Canada" publication (or its equivalent, if such publication ceases to be published) with a minimum financial strength rating of "A-" and a minimum financial size category of "VII" (exception may be made for the State Compensation Insurance Fund when not specifically rated); and (b) are authorized to do business in the state. Developer may provide any insurance under a "blanket" or "umbrella" insurance policy, provided that: (i) such policy or a certificate of such policy shall specify the amount(s) of the total insurance allocated to the Property and the Project which amount(s) shall equal or exceed the amount(s) required by this Agreement and shall not be reduced for claims made for other properties or projects; and (ii) such policy otherwise complies with this Agreement.

2. **Policy Requirements and Endorsements.** All insurance policies as required by this Agreement shall contain (by endorsement or otherwise) the following provisions:

(a) **Insured.** Liability Insurance and Automobile Liability Insurance policies shall name the City Parties as "additional insured." The coverage afforded to the City shall be at least as broad as that afforded to Developer and may not contain any terms, conditions, exclusions, or limitations applicable to the City that do not apply to Developer.

(b) **Primary Coverage.** All policies shall be written as primary policies, respecting the City. Any insurance or self-insurance maintained by the City shall be excess of all insurance required under this Agreement and shall not contribute with it.

(c) **Contractual Liability.** Liability Insurance policies shall contain contractual liability coverage, for the Developer's indemnity obligations under this Agreement.

3. **Deliveries to the City.** Evidence of Developer's maintenance of all

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insurance policies required by this Agreement shall be delivered to the City prior to the Close of Escrow. No later than three (3) days before any insurance required by this Agreement expires, is cancelled or its liability limits are reduced or exhausted, Developer shall deliver to the City evidence of such Party's maintenance of all insurance this Agreement requires. Each insurance cancelled, except after thirty (30) calendar days' advance written notice of cancellation or non-renewal has been given to City by certified mail, return receipt requested. Phrases such as "endeavor to" and "but failure to mail such Notice shall impose no obligation or liability of any kind upon the company" shall not be included in the cancellation wording of any certificates or policies of insurance applicable to the City Parties pursuant to this Agreement.

4. Waiver of Certain Claims. Developer shall cause each insurance carrier providing any Liability Insurance, Worker's Compensation Insurance, or Automobile Liability Insurance under this Agreement to endorse their applicable policy(ies) with a Waiver of Subrogation with respect to the City, if not already in the policy.

5. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions under insurance policies required by this Agreement shall be declared to and approved by City. The insurer under each such insurance policy shall eliminate such deductibles or self-insured retentions as respects the City Parties.

6. Insurance Independent of Indemnification. The insurance requirements of this Agreement are independent of the Parties' indemnification and other obligations under this Agreement and shall not be construed or interpreted in any way to satisfy, restrict, limit, or modify the parties' indemnification or other obligations or to limit the parties' liability under this Agreement, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall the provision of such insurance preclude the City from taking such other actions as are available to it under any other provision of this Agreement or otherwise at law or in equity.

B. Indemnification. Developer shall, and hereby does, indemnify, defend, protect and hold harmless City, and each of its managers, officers, directors, employees, agents, affiliates, representatives, attorneys, successors, and assigns (collectively with City, the ("**City Parties**") from and against all third party losses, liabilities, claims, demands, costs, damages (including liens, fines, or penalties), obligations, causes of action, disbursements, or expenses of any kind or nature whatsoever, including actual attorneys' fees, court costs, costs of arbitration, and litigation expenses (collectively, "**Claims**"), resulting from the Developer's activities on the Property before the Close of Escrow, including any mechanic's lien claims, and resulting from any governmental approval or determination made by City in relation to this Agreement and environmental compliance. The foregoing indemnity and defense obligations do not apply to (a) any loss, liability, cost or expense to the extent arising from or related to the sole negligence or willful misconduct of City, (b) any diminution in value of the Property arising from or relating to matters discovered by Developer during its investigation of the Property, (c) any latent defect in the Property discovered by Developer, or (d) the release or spread of any hazardous materials or regulated substances which are discovered (but not deposited) on or under the Property by Developer. The obligations of Developer under this Section shall survive the Close of Escrow or any earlier termination of this Agreement for a period of two (2) years.

C. Public Works Determination. Developer has been alerted to the requirements of California Labor Code section 1770, et seq., including, without limitation S.B. 975, which require the payment of prevailing wage rates and the performance of other requirements if it is determined that this Agreement or any portion of the Project constitutes a public works contract. It shall be the sole responsibility of Developer to determine whether to pay prevailing wages for any or all work required by this Agreement. As a material part of this Agreement, Developer agrees to assume all risk of liability arising from any decision not to pay prevailing wages for work required by this Development.

D. Survival. The covenants set forth in this Section shall survive the Close of Escrow.

XI. REMEDIES FOR DEFAULT

A. Developer's Default. In the event of Developer's failure to comply with the timelines set forth in the Schedule of Performance or purchase the Property due to a default or breach by Developer of this Agreement, where such default or breach is not cured by Developer within ten (10) business days after Developer's receipt from City of written notice of such default or breach, the amount of the Deposit (the "**Liquidated Damages Amount**") shall constitute liquidated damages as follows:

BY PLACING THEIR INITIALS HERE, CITY OF PLACENTIA AND DEVELOPER EACH AGREE THAT IN THE EVENT OF DEVELOPER'S FAILURE TO PURCHASE THE PROPERTY ON ACCOUNT OF A MATERIAL DEFAULT OR BREACH HEREUNDER BY DEVELOPER, THE DAMAGES TO CITY WOULD BE EXTREMELY DIFFICULT AND IMPRACTICABLE TO ASCERTAIN, AND THAT THEREFORE, IN THE EVENT OF DEVELOPER'S FAILURE TO PURCHASE THE PROPERTY ON ACCOUNT OF A MATERIAL DEFAULT OR BREACH HEREUNDER BY DEVELOPER, WHICH DEFAULT OR BREACH IS NOT CURED WITHIN THIRTY (30) DAYS AFTER WRITTEN NOTICE IS GIVEN BY CITY TO DEVELOPER, THE LAND PURCHASE DEPOSIT AMOUNT SHALL SERVE AS DAMAGES FOR SUCH BREACH OR DEFAULT BY DEVELOPER, AS A REASONABLE ESTIMATE OF THE DAMAGES TO CITY, INCLUDING COSTS OF NEGOTIATING AND DRAFTING THIS AGREEMENT, COSTS OF COOPERATING IN SATISFYING CONDITIONS TO CLOSING, COSTS OF SEEKING ANOTHER DEVELOPER, OPPORTUNITY COSTS IN KEEPING THE PROPERTY OUT OF THE MARKETPLACE, AND OTHER COSTS INCURRED IN CONNECTION HERewith. DELIVERY TO AND RETENTION BY CITY OF THE LAND PURCHASE DEPOSIT AMOUNT SHALL BE CITY'S SOLE AND EXCLUSIVE REMEDY AGAINST DEVELOPER, AND CITY WAIVES ANY AND ALL RIGHT TO SEEK OTHER RIGHTS OR REMEDIES AGAINST DEVELOPER, INCLUDING WITHOUT LIMITATION, SPECIFIC PERFORMANCE. THE PAYMENT AND RETENTION OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF

CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369 BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO CITY PURSUANT TO PROVISIONS OF CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. CITY HEREBY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTIONS 1680 AND 3389. UPON DEVELOPER'S FAILURE TO PURCHASE THE PROPERTY ON ACCOUNT OF A MATERIAL DEFAULT OR BREACH HEREUNDER BY DEVELOPER, THIS AGREEMENT SHALL BE TERMINATED AND NEITHER PARTY SHALL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS HEREUNDER, EACH TO THE OTHER, EXCEPT FOR THE RIGHT OF CITY TO RETAIN SUCH LIQUIDATED DAMAGES.

B. City's Default. In the event that the Close of Escrow does not occur within the time required herein due to a breach of this Agreement by City this Agreement shall not be terminated automatically, but only upon delivery to Escrow Holder and City of written notice of termination from Developer, in which event Escrow Holder shall automatically return all sums (including the Deposit) deposited by Developer and City shall, within ten (10) days after receipt of Developer's written demand accompanied by appropriate documentation, return to Developer its Deposit in the amount of Twenty-Five Thousand Dollars (\$25,000), plus reasonable expenses whereupon Developer and City shall each be released from all liability hereunder (except for those provisions which recite that they survive termination). In the event Developer does not terminate the Agreement, the Developer retains the right to seek specific performance or other equitable relief in the event of a breach of this Agreement by City.

C. Force Majeure. Following the Close of Escrow, and notwithstanding anything to the contrary in this Agreement, nonperformance shall be excused when performance is prevented or delayed by reason of any of the following forces reasonably beyond the control of such party (a "Force Majeure Delay"): (i) failure to perform by Developer attributable to any strike, lockout or other labor or industrial disturbance (whether or not on the part of the employees of either party hereto), civil disturbance, future order claiming jurisdiction, act of the public enemy, war, riot, sabotage, blockade, embargo, inability to secure customary materials, supplies or labor through ordinary sources by reason of regulation or order of any government or regulatory body; and (ii) delay attributable to severe weather, lightning, earthquake, fire, storm, hurricane, tornado, flood, washout, explosion, or any other cause beyond the reasonable control of the party from whom performance is required, or any of its contractors or other representatives. Any prevention, delay or stoppage due to any Force Majeure Delay shall excuse the performance of the party affected for a period of time equal to any such prevention, delay or stoppage (except the obligations of either party to pay money to the other party or to close escrow) provided that the Party claiming the Force Majeure Delay notifies the other Party of the Force Majeure Delay within a reasonable time (not to exceed ten business days) after the commencement of the Force Majeure Delay.

D. Escrow Fees on Default. If the failure to close is due to the default of one of the parties, the defaulting party shall bear the sole and full liability for paying any escrow cancellation fee.

XII. RIGHT TO REPURCHASE

A. Repurchase Rights And Obligations. A memorandum of Repurchase Right

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EXHIBIT A

in the form attached hereto as Exhibit 5 (“**Memorandum of Agreement**”) shall be recorded at the Close of Escrow. In the event that Developer has not completed Grading of the Project within one (1) year of issuance of building permits and/or laid the foundation within eighteen (18) months following issuance of building permits, the City shall have the right to repurchase the Property. The amount of the Purchase Price paid by Developer for the Property or the appraised value of the Property at or near the time the City exercises its Repurchase Price, whichever is lower, less all costs including the cost of escrow which shall be borne by Developer (“**Repurchase Price**”). Such Repurchase Price shall be payable as set forth in subparagraph B below. Within thirty (30) days after delivery of the Repurchase Notice, City and Developer shall open an escrow with Escrow Holder or other escrow holder as agreed to, in writing, by the City and Developer, for the sale of the Property. Thereafter, Developer and City shall cooperate in City’s repurchase of the Property upon the terms and conditions set forth in the following paragraphs.

B. Terms of Repurchase. The terms and provisions governing the repurchase of the Property by the City shall include the following:

1. The closing date for such repurchase shall be on or before the date that is ninety (90) days after the date of the delivery of the Repurchase Notice (“**Repurchase Closing Date**”).

2. The City will repurchase the property in an AS IS condition free of any encumbrances that the Developer may have placed against the property. Title to the Property shall be conveyed to City free and clear of any encumbrances or exceptions on the Property.

3. Customary Escrow and title costs shall be paid by Developer, provided, however, in the event that City desires to obtain an extended coverage Title Policy or any endorsements to the title policy, the incremental costs thereof shall be borne by City.

4. The Liquidated Damages provision herein shall be inapplicable and either party hereto may compel the specific performance of the Repurchase Right or Put Right, as applicable.

5. The sale of the Property by Developer to City shall be made without representation or warranty of any kind except that for each representation and warranty made by City under this Agreement in relation to the City’s sale to Developer, Developer shall represent and warrant to City in substantially similar form and manner in relation to City repurchase or shall disclose to City in writing any material fact or alteration to the Property as applicable.

6. City and Developer shall execute such other documents as are reasonably necessary to effectuate the intent of this Section XII.

XIII. MISCELLANEOUS PROVISIONS

A. Assignment. Developer understands that City is entering into this Agreement based on the prior experience and qualifications of Developer, its members and affiliates. Therefore, prior to the issuance of certificates of occupancy for the entire Project, Developer shall not assign, sell or otherwise transfer any or all of its rights under this Agreement to any third party without the prior written approval of the City. Approval of any assignment shall be in the reasonable discretion of the City. City understands and acknowledges that in connection with Developer may partner with additional development, equity and debt persons and entities

4340 Von Karman Ave, Ste 380
Newport Beach, CA 92660
Telephone: (949) 340-0130
Email: dmyers@djmyers-lalaw.com

If to City, to: Attention: City Administrator
City of Placentia
401 E. Chapman Avenue
Placentia, CA 92870
Telephone: (714) 993-8124
Facsimile: (714) 961-0283
Email: darrula@placentia.org

With copy to: Attention: Christian L. Bettenhausen
Jones & Mayer
3777 N. Harbor Blvd.
Fullerton, CA 92835
Telephone: (714) 446-1400
Facsimile: (714) 446-1448
Email: clb@jones-mayer.com

If to Escrow, to: Attention: Erin Tweedy
North American Title Company
6 Hutton Center Drive, Suite 550
Santa Ana, CA 92707
Telephone: (714) 419-9459
Facsimile: (714) 550-6411
Email: etweedy@nat.com

F. Attorneys' Fees. In the event that any dispute between City and Developer should result in litigation, the prevailing Party in that dispute shall be entitled to recover from the other Party all reasonable and necessary fees, costs and expenses of enforcing any right of the prevailing Party, including, without limitation, actual attorneys' fees and expenses, and the other costs of such litigation that were reasonable and necessary to enforce the terms of this Agreement. In addition to the foregoing award of attorney's fees and costs, the prevailing party shall be entitled to its attorney's fees and costs incurred in any post-judgment proceedings to collect or enforce any judgment. This provision is separate and shall survive the merger of this provision into any judgment on this Agreement.

G. Computation Of Periods. All periods of time referred to in his Agreement shall include all Saturdays, Sundays, and state or national holidays, unless the period of time specifies business days, provided that if the date to perform any act or give any notice with respect to this Agreement shall fall on a Saturday, Sunday, or state or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not Saturday, Sunday, or

state or national holiday. 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.

H. Interpretation. In the event of an ambiguity in or dispute regarding the interpretation of same, the interpretation of this Agreement shall not be resolved by any rule of interpretation providing for interpretation against the Party who causes uncertainty to exist or against the draftsman.

I. Survivability. All covenants of Developer or City which are intended hereunder to be performed in whole or in part after Close of Escrow and all representations and warranties (to the extent set forth above), and indemnities by either Party to the other, shall survive Close of Escrow and delivery of the deed, and be binding upon and inure to the benefit of the respective Parties.

J. Third Party Reports. In the event Developer cancels the Escrow except in the event of a default by City, Developer agrees to provide City with copies of any reports, maps, studies or other information (including draft reports and government data) generated or compiled with respect to the Property or the Developer's investigations. Such third-party work product, if any, is delivered on an "AS-IS, WITH ALL FAULTS, ERRORS, AND OMISSIONS" basis and Developer does not make, and hereby disclaims, any representations or warranties as to the accuracy or completeness of any such work product. Notwithstanding the foregoing, Developer shall not be obligated to provide any proprietary analysis prepared by Developer with respect to the Property.

K. Authority of Parties. Any individual signing this Agreement on behalf of a partnership or other business entity represents that he or she is authorized by such entity and has the power to enter into this Agreement and by such person's act such partnership or other business entity is bound hereto. Any individual signing this Agreement in the capacity of a trustee or co-trustee represents that he or she is authorized under the appropriate trust documents to enter into this Agreement and by such person's act such trust is bound hereto.

L. Amendment. This Agreement (including, without limitation, this Section) may only be amended by written amendment executed by City and Developer.

M. Counterparts. This Agreement may be executed in any number of identical counterparts, each of which when executed and delivered shall be an original, but all such counterparts, shall constitute but one and the same instrument, and may be delivered electronically.

N. Choice of Law. This Agreement shall be governed by the laws of the State of California.

O. No Third-Party Beneficiary. This Agreement is between Developer and City only and no third party not signatory hereto is intended expressly or by implication to be benefited hereby, including without limitation any brokers. No person or entity not signatory to this Agreement shall have any rights or causes of action against either City or Developer arising out of, related to, or due to City's or Developer's entry into this Agreement.

P. 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.

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

R. 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.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, City and Developer have duly executed this Agreement as of the Effective Date.

“CITY”

“DEVELOPER”

CITY OF PLACENTIA

PLACENTIA HOSPITALITY LLC,

By: _____

Name: _____

Its: _____

Dated: _____

By: _____

Name: _____

Its: _____

Dated: _____

APPROVED AS TO FORM

By: _____

Name: Christian L. Bettenhausen

Its: City Attorney

Dated: _____

List of Attachments:

- Exhibit 1 Legal Description of the Property & Site Map
- Exhibit 2 Form of Grant Deed
- Exhibit 3 Scope of Development
- Exhibit 4 Schedule of Performance
- Exhibit 5 Form of Memorandum of Agreement
- Exhibit 6 Site Plan of Proposed BNSF Easement

EXHIBIT 1
LEGAL DESCRIPTION OF THE PROPERTY & SITE MAP

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA, APN: 339-441-02 AND 339-441-03 AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THOSE PORTIONS OF LOTS 6 AND 7 IN BLOCK C OF THE KRAEMER TRACT, AS SHOWN ON A MAP RECORDED IN BOOK 12, PAGE 87, OF MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS: BEGINNING AT THE CENTER LINE OF INTERSECTION OF PLACENTIA AVENUE AND SANTA FE AVENUE AS SAID INTERSECTION IS SHOWN ON A MAP OF TRACT NO. 1405, RECORDED IN OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA; THENCE SOUTHERLY ALONG SAID CENTER LINE OF PLACENTIA AVENUE, SOUTH 14 DEGREES 04' 00" WEST 1218.37 FEET; THENCE LEAVING SAID CENTER LINE, NORTH 81 DEGREES 03' 06" EAST 45.21 FEET; THENCE NORTH 15 DEGREES 46' 27" EAST 207.72 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 15 DEGREES 46' 27" EAST 55.29 FEET TO A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1240.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 1 DEGREE 42' 27" AN ARC LENGTH OF 36.95 FEET; THENCE LEAVING SAID TANGENT CURVE NORTH 14 DEGREES 04' 00" EAST 194.12 FEET; THENCE SOUTH 75 DEGREES 56' 00" EAST 87.06 FEET; THENCE SOUTH 12 DEGREES 02' 12" EAST 228.97 FEET; THENCE SOUTH 81 DEGREES 03' 06" WEST 206.43 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2:

THAT PORTION OF LOT 7 IN BLOCK C OF THE KRAEMER TRACT, AS SHOWN ON A MAP RECORDED IN BOOK 12, PAGE 87 OF MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY, CALIFORNIA" DESCRIBED AS FOLLOWS: BEGINNING AT THE CENTER LINE INTERSECTION OF PLACENTIA AVENUE AND SANTA FE AVENUE AS SAID INTERSECTION IS SHOWN ON A HAP OF TRACT NO. 1405, RECORDED IN OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA; THENCE SOUTHERLY ALONG SAID CENTER LINE OF PLACENTIA AVENUE, SOUTH 14 DEGREES 04' 00" WEST 1218.37 FEET; THENCE LEAVING SAID CENTER LINE NORTH 81 DEGREES 03' 06" EAST 45.21 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 15 DEGREES 46' 27" EAST 207.72 FEET; THENCE NORTH 81 DEGREES 03' 06" EAST 206.43 FEET; THENCE SOUTH 12 DEGREES 02' 12" EAST 188.97 FEET; THENCE SOUTH 81 DEGREES 03' 06" WEST 303.49 FEET TO THE TRUE POINT OF BEGINNING.

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EXCEPTING FROM PARCEL 1 ONE-HALF OF ALL MINERALS, ORES, PRECIOUS AND USEFUL METALS SUBSTANCES AND HYDROCARBONS OF EVERY KIND AND CHARACTER, INCLUDING PETROLEUM OIL, GAS, ASPHALT AND TAR THAT MAY NOW OR HEREAFTER BE FOUND, LOCATED CONTAINED, DEVELOPED OR TAKEN ON, IN, UNDER, OR FROM SAID LAND, BUT WITHOUT THE RIGHT TO USE THAT PORTION OF SAID LAND ABOVE A DEPTH OF 500 FEET FROM THE

ATTACHMENT 2
EXHIBIT A

SURFACE OF SAID LAND IN CONNECTION WITH THE DEVELOPMENT THEREOF, AS EXCEPTED IN THE DEED FROM WILLIAM T. RODGER TO JACOB PURE, RECORDED OCTOBER 13, 1955 IN BOOK 3242, PAGE 27 OF OFFICIAL RECORDS. ALSO EXCEPTING FROM PARCELS 1 AND 2 ONE-HALF OF ALL MINERALS, ORES, PRECIOUS AND AND USEFUL METALS, SUBSTANCES AND HYDROCARBONS OF EVERY KIND AND CHARACTER, INCLUDING PETROLEUM, OIL, GAS, ASPHALTUM AND TAR THAT MAY NOW OR HEREAFTER BE FOUND, LOCATED CONTAINED, DEVELOPED OR TAKEN ON, IN, UNDER OR FROM SAID LAND, BUT WITHOUT THE RIGHT TO USE THAT PORTION OF SAID LAND ABOVE A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND IN CONNECTION WITH THE DEVELOPMENT THEREOF, AS RESERVED BY ROYCE NEAL CROOKS AND WIFE IN DEED RECORDED JANUARY 28, 1955 IN BOOK 2939, PAGE 503 OF OFFICIAL RECORDS.

PARCEL 3:

THAT PORTION OF LOT 6 IN BLOCK "C" OF THE KRAEMER TRACT, IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 12; PAGES 87 AND 88 OF MISCELLANEOUS RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

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BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF PLACENTIA AVENUE AS DESCRIBED IN DEED TO THE COUNTY OF ORANGE, RECORDED OCTOBER 22, 1913 IN BOOK 243, PAGE 3 OF DEEDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY, WITH THE CENTERLINE OF SANTA FE AVENUE AS DESCRIBED IN DEED TO THE COUNTY OF ORANGE, RECORDED MARCH 12, 1930 IN BOOK 359, PAGE 413, OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY; THENCE SOUTH $14^{\circ} 37' 12''$ WEST 567.93 FEET ALONG SAID CENTER LINE OF PLACENTIA AVENUE TO THE TRUE POINT OF BEGINNING; THENCE SOUTH $75^{\circ} 22' 48''$ EAST, 50.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 706.14 FEET; A RADIAL LINE OF SAID CURVE, THROUGH SAID POINT BEARS NORTH $75^{\circ} 22' 48''$ WEST; THENCE NORTHERLY 36.87 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $2^{\circ} 59' 31''$ TO THE GENERAL SOUTHWESTERLY LINE OF THE LAND DESCRIBED IN THE FINAL ORDER OF CONDEMNATION, FILED AS CASE NO. 148341, A CERTIFIED COPY OF WHICH WAS RECORDED JUNE 14, 1967 IN BOOK 8279, PAGE 947 OF SAID OFFICIAL RECORDS, A RADIAL LINE OF SAID CURVE PASSING THROUGH SAID POINT BEARS NORTH $72^{\circ} 23' 17''$ WEST; THENCE ALONG SAID LAST MENTIONED SOUTHWESTERLY LINE SOUTH $11^{\circ} 29' 00''$ EAST 195.67 FEET TO A POINT THEREIN; THENCE NORTHWESTERLY PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT 6 TO THE CENTERLINE OF SAID PLACENTIA AVENUE; THENCE NORTH $14^{\circ} 37' 12''$ EAST ALONG SAID CENTERLINE OF SAID PLACENTIA AVENUE TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM ONE HALF OF ALL MINERALS, ORES, PRECIOUS AND USEFUL METALS, SUBSTANCES AND HYDROCARBONS OF EVERY KIND AND CHARACTER, INCLUDING PETROLEUM, OIL, GAS, ASPHALTUM AND TAR, THAT

ATTACHMENT 2
EXHIBIT A

MAY NOW OR HEREAFTER BE FOUND, LOCATED, CONTAINED, DEVELOPED OR
TAKEN ON, IN UNDER OR FROM SAID LAND, BUT WITHOUT THE RIGHT TO USE
THAT PORTION OF SAID LAND ABOVE A DEPTH OF 500 FEET FROM THE
SURFACE OF SAID LAND IN CONNECTION WITH THE DEVELOPMENT THEREOF,
AS EXPECTED IN THE DEED FROM WILLIAM T. RODGER AND JACOB PURO,
RECORDED OCTOBER 13, 1955 IN BOOK 3243

**EXHIBIT 2
FORM OF GRANT DEED**

FORM OF GRANT DEED

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

For valuable consideration, receipt of which is hereby acknowledged, the City of Placentia, a California charter city ("City" or "Grantor") hereby grants to Placentia Hospitality, LLC, a California limited liability company ("Grantee") that certain real property located in the City of Placentia, County of Orange, State of California legally described as set forth on Attachment 1 attached hereto.

"CITY"

CITY OF PLACENTIA

By: _____

Name: _____

Its: _____

Dated: _____

APPROVED AS TO FORM

By: _____

Name: _____

Its: City Attorney

Dated: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF ORANGE)

On _____ before me, _____, 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 _____

EXHIBIT 3
SCOPE OF DEVELOPMENT

SCOPE OF DEVELOPMENT

The Developer shall develop the Hotel Project in accordance with the Development Agreement and the Land Use Approvals noted herein as Development Plan Review (DPR) No. 2018-06, Use Permit (UP) No. 2018-06, and Addendum to Mitigated Negative Declaration (MND) No. 2017-03. The proposed development shall comply with all applicable provisions of the Placentia Municipal Code.

The following is a general description of the Development Elements:

1. Hotel
 - a. Full-service Hotel constructed at approximately 64 feet tall, with 116-guestroom keys, approximately 69,663 sq. ft. of total buildable area, approximately 14,079 sq. ft. of first floor area, approximately 13,896 sq. ft. of buildable area per floor (2nd through 5th), approximately 1,600 sq. ft. of lounge and food preparation area, inclusive of a breakfast area, approximately 1,176 of outdoor pool area, gym area, and a meeting space room.
 - b. The Hotel shall be designed, developed, and operated in full compliance with the Land Use Approvals and conditions of approval adopted for DPR 2018-06, UP 2018-06, and Addendum to MND 2017-03.
2. Surface Parking
 - a. Exactly 116 parking spaces shall be located within an at-grade parking lot. The parking lot shall contain 58 standards, 54 compact, and 4 ADA parking stalls dimensioned in compliance with the Placentia Municipal Code.
3. Landscaping
 - a. Approximately 13,825 sq. ft. of onsite decorative landscaping. Landscaping will include a mix of drought tolerant trees, shrubs, and ground cover along the exterior boundary and interior of the project site. A landscaping plan is required to meet the requirements of the MWELO (Model Water Efficient Landscape Ordinance) as required by the Placentia Municipal Code. The landscape palette will feature Grape Myrtle, Brisbane Box, Australian Willow, and Date Palm trees. All landscaping will be equally distributed on the site with exception of landscaping along the westerly property line (street side) which will only feature ground cover and shrubs.

EXHIBIT 4

SCHEDULE OF PERFORMANCE

PERFORMANCE ITEM		DEADLINE TO PERFORM TASK
I.	MATTERS TO BE COMPLETED PRIOR TO CONVEYANCE	
	Execution of the Disposition and Development Agreement ("DDA")	
A.	City consider DDA.	December 18, 2018
B.	Developer executes DDA and delivers to City for approval and execution.	Within 10 days of Effective Date of DDA.
C.	If approved, City execute DDA.	Within 7 days of Developer execution.
D.	Delivery of duly executed Memorandum of Agreement.	Concurrent with execution of DDA.
	Escrow and Title	
A.	Developer open escrow.	Within 10 days following execution of the DDA.
B.	City delivers to Developer a preliminary title report and all underlying documents with respect to the title to the Site.	Within 15 days following the date of the DDA.
C.	Developer review and approval of title.	Within 30 days following the receipt of reports by Developer.
D.	Developer approval or disapproval of Site Condition.	Within 30 days following execution of DDA by Developer.
E.	Conditions Precedent to the Close of Escrow set forth in Section ___ of the DDA Satisfied.	Prior to the Close of Escrow.
F.	City and Developer submit escrow documents.	At least 2 days prior to close of escrow.

PERFORMANCE ITEM		DEADLINE TO PERFORM TASK
G.	Close of Escrow	Within ten (10) days of conditions precedent being satisfied or waived.
Financing		
A.	Developer submission of Franchise Agreement.	Within 60 days following the execution of the DDA.
B.	Developer submission of Budget.	Within 60 days following the execution of DDA.
C.	Developer submittal of Financing Commitment.	Within 15 days prior to the close of escrow.
D.	Execute Hotel Management Agreement	Within 60 days following the execution of the DDA.
Construction Permits		
A.	Developer shall submit application and plan submissions for all building plan approvals ("Plan Submission").	On or before one hundred twenty (120) days of execution of DDA.
B.	City plan checks building plans of Plan Submission and submits correction comments to Developer.	Within 30 days of Plan Submission.
C.	Developer makes all building plan corrections and resubmits to City for comment.	Within 15 days of City's plan check corrections.
D.	City rechecks building plans and submits correction comments to Developer, if necessary.	Within 15 days following receipt of Developer's resubmission.
E.	If necessary, Developer makes all building plan corrections necessary for building plan approval and resubmits for building plan approval.	Within 10 days following receipt of City's plan check corrections.
F.	If necessary, City identifies all outstanding correction items necessary for building plan approval.	Within 10 days following receipt of Developer's resubmission.

PERFORMANCE ITEM		DEADLINE TO PERFORM TASK
G.	If necessary, Developer makes all building plan corrections necessary to obtain building plan approval and resubmits for building plan approval.	Within 10 days following receipt of City's plan check corrections.
H.	Developer submits approved building plans to the City for issuance of building permit.	No later than Closing.
I.	City issues building permit.	Within 7 days following receipt of Developer's submission of approved building plans.
J.	Developer submits required insurance.	Prior to construction.
II.	MATTERS TO BE PERFORMED BY DEVELOPER FOLLOWING CLOSING OF ESCROW	
A.	Commence construction of Hotel.	Within 30 days of Construction Loan recording and funding.
B.	Hotel Construction Loan records and funds.	Within 90 days of Close of Escrow.
C.	Completion of Hotel.	18 months following start of construction.
D.	Hotel is open the public.	24 months following start of construction.
Release of Construction Covenants		
A.	Developer delivers written request for release of Construction Covenants for Hotel.	Following completion, final inspection and issuance of Final Certificate of Occupancy for a Hotel.
B.	City delivers a Release of Construction Covenants to Developer or gives reasons for not releasing covenants.	Within 5 days following Developer's submission of written request for release.

PERFORMANCE ITEM		DEADLINE TO PERFORM TASK
III.	RIGHT TO REPURCHASE IN THE EVENT CONSTRUCTION HAS NOT COMMENCED	
A.	Failure to complete Grading.	One year following issuance of building permits.
B.	City provides Developer with written notice of Option to Repurchase Property to due failure to comment Grading.	One year + 60 days following issuance of building permits and failure to grade.
C.	City and Developer open escrow for Repurchase due to failure to commence Grading.	Within 30 days of City providing notice of Repurchase Right.
D.	Repurchase Closing Date based upon failure to commence Grading.	Within 90 days of City providing notice of Repurchase Right.
E.	Failure to commence laying foundation within 18 months years of issuance of building permits.	Eighteen months following issuance of building permits.
F.	City provides Developer with written notice of Option to Repurchase Property to due failure to lay foundation.	Eighteen months + 60 days following issuance of building permits and failure to lay foundation.
G.	City and Developer open escrow for Repurchase due to failure to lay foundation.	Within 30 days of City providing notice of Repurchase Right.
H.	Repurchase Closing Date based upon failure to lay foundation.	Within 90 days of City providing notice of Repurchase Right.

EXHIBIT 5

MEMORANDUM OF AGREEMENT

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Attention: City Administrator
City of Placentia
401 E. Chapman Avenue
Placentia, CA 90670

MEMORANDUM OF AGREEMENT

This Memorandum of Purchase Agreement ("**Memorandum**") is entered into as of _____, 20__, by and between the **CITY OF PLACENTIA**, a California charter city, ("**City**" or "**Seller**") and Placentia Hospitality, LLC, a California limited liability company ("**Developer**").

1. **Sale of Property to Developer.** Pursuant to the Disposition and Development Agreement dated [INSERT DATE], by and between City and Developer (the "**DDA**"), which DDA is by the reference incorporated herein, City plans to sell and convey to Developer fee title to that certain real property particularly described in EXHIBIT 1 attached hereto and incorporated herein by this reference (the "**Property**").
2. **Right of Repurchase.** The City retains the right of repurchase as delineated in Section ____ of the Disposition and Development Agreement attached hereto as EXHIBIT 2.
3. **Automatic Termination.** This Memorandum shall automatically terminate and be of no further force or effect upon occurrence of the conditions stated in the Repurchase Agreement.
4. **Successors and Assigns.** This Memorandum and the DDA shall bind and inure to the benefit of the parties and their respective heirs, successors and assigns.
5. **No Alteration of DDA.** This Memorandum is subject to the terms, covenants, conditions and provisions of the DDA and is not intended and shall not be construed to alter, modify, limit, abridge or enlarge any of the terms, covenants, conditions or provisions of the DDA.
6. **Governing Law.** This Memorandum and the DDA shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

_____, 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 acknowledge to me that he/she/they executed the same in his/her/their 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.

Notary Public

(Seal)

EXHIBIT 6

SITE PLAN OF PROPOSED BNSF EASEMENT



FINE HOSPITALITY
GROUP



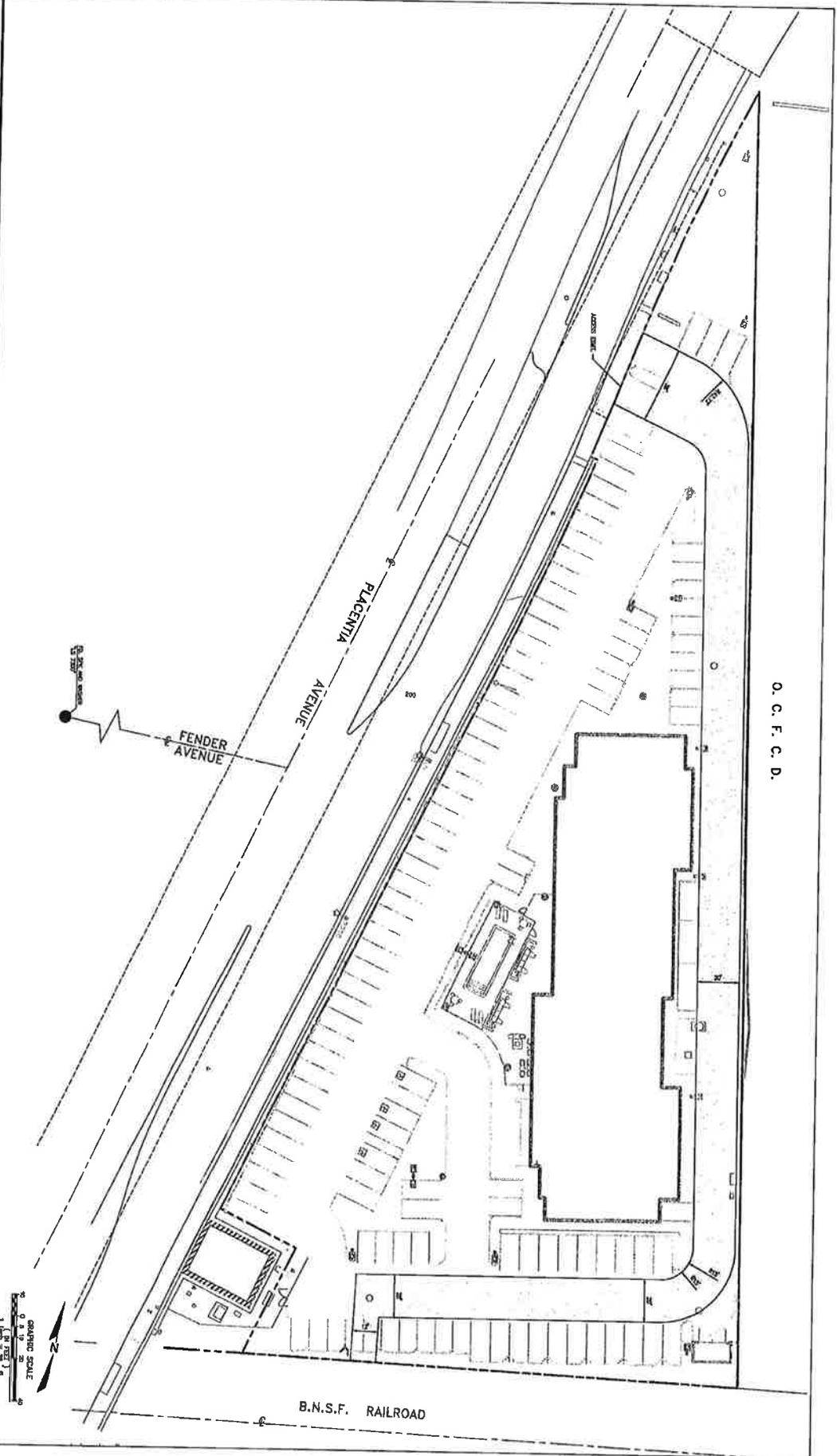
SpringHill Suites by Marriott
PLACENTIA

SHEET NAME:

PROPOSED BNSF EASEMENT

Prepared by: JTB/ST
Date: 11/27/15
Checked by: CUL
Date: 12/29/15

2 OF 2



40-A



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: DIRECTOR OF FINANCE
DATE: JANUARY 15, 2019
SUBJECT: **FOURTH QUARTER FISCAL YEAR 2017-18 TREASURER'S REPORT**
FISCAL
IMPACT: NONE

SUMMARY:

The Finance Department has prepared a Treasurer's Report and a comparable Cash and Investment Summary for the fourth quarter of Fiscal Year (FY) 2017-18. The Treasurer's Report includes all investments managed by the City and investments held by trustees.

RECOMMENDATION:

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

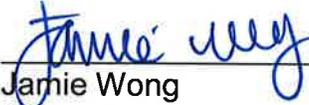
Receive and file the fourth quarter Fiscal Year 2017-18 Treasurer's Report.

DISCUSSION:

Government Code § 53646 states that the Treasurer or Finance Director of the City may render a report on investments at least quarterly to the legislative body.

The attached Treasurer's Report reflects the City's investment portfolio for the fourth quarter FY 2017-18. The City Treasurer has reviewed and signed the attached report.

Prepared by:



Jamie Wong
Accountant

Reviewed and approved:



Kim Krause
Director of Finance

1. f.
January 15, 2019

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Fourth Quarter FY 2017-18 Treasurer's Report
2. Fourth Quarter FY 2017-18 Cash and Investment Summary

City of Placentia

CITY TREASURER'S REPORT

**JUNE 2018
(Unaudited)**

FISCAL YEAR 2017-18



CITY OF PLACENTIA TREASURER'S REPORT
CASH AND INVESTMENT DETAIL - CITY
AS OF JUNE 30, 2018 (Preliminary)

HELD BY CITY						
Agency	Investment Description	Current Yield	Purchase Date	Maturity Date	Purchase Price	Market Value
CASH:						
Bank of America - General Checking	Account No. 143128-0221	N/A	N/A	On Demand	\$ 958,150.87	\$ 958,150.87
Bank of America - Workers' Comp	Account No. 143188-0525	N/A	N/A	On Demand	\$ 291,715.41	\$ 291,715.41
Bank of America - Healthcare	Account No. 143138-0513	N/A	N/A	On Demand	\$ 6,135.19	\$ 6,135.19
Bank of America - Successor Agency	Checking Acct	N/A	N/A	On Demand	\$ 743,964.51	\$ 743,964.51
Banc of California - General Checking	Account No. 203-015-2660	N/A	N/A	On Demand	\$ 3,743,556.58	\$ 3,743,556.58
Multi-Bank Securities Cash Account	Cash / Bank Deposits	N/A	N/A	On Demand	\$ 614.17	\$ 614.17
Total Cash					\$ 5,744,136.73	\$ 5,744,136.73
INVESTMENTS:						
Local Agency Investment Fund	City Account No. 98-30-678	1.52%	N/A	On Demand	\$ 6,033,722.05	\$ 6,033,722.05
Multi-Bank Securities Ally Bank	Certificate of Deposit	1.45%	2/4/2016	2/4/2019	\$ 245,000.00	\$ 244,193.95
Multi-Bank Securities American Federal Bk	Certificate of Deposit	1.50%	2/10/2016	2/10/2020	\$ 245,000.00	\$ 240,560.60
Multi-Bank Securities Morgan Stanley	Certificate of Deposit	2.50%	2/1/2018	2/1/2021	\$ 245,000.00	\$ 242,425.05
Multi-Bank Securities Goldman Sachs	Certificate of Deposit	2.00%	2/3/2016	2/3/2021	\$ 245,000.00	\$ 239,372.35
Total Investments					\$ 7,013,722.05	\$ 7,000,274.00
TOTAL CASH & INVESTMENTS HELD BY CITY					\$12,757,858.78	\$ 12,744,410.73
HELD BY FISCAL AGENT						
Agency	Investment Description	Current Yield	Purchase Date	Maturity Date	Purchase Price	Market Value
2011 Gas Tax Certificates of Participation						
Wells Fargo	Wells Fargo Money Market	0.03%	N/A	N/A	\$ 486,681.43	\$ 486,681.43
2003 Certificate of Participation						
US Bank	US Bank Money Market	0.03%	N/A	N/A	\$ 578,146.89	\$ 578,146.89
2013 Tax Allocation Refunding Bond						
US Bank	First American Treasury Fund	0.01%	N/A	N/A	\$ 557,534.18	\$ 557,534.18
2009 Lease Revenue Bond						
US Bank	US Bank Money Market	0.03%	N/A	N/A	\$ 440,190.08	\$ 440,190.08
TOTAL INVESTMENTS HELD BY FISCAL AGENT					\$ 2,062,552.58	\$ 2,062,552.58
Cash & Investments Held by City and Fiscal Agent - Market Value						\$ 14,806,963.31

CITY OF PLACENTIA TREASURER'S REPORT

CASH BALANCES

AS OF JUNE 30, 2018 (Preliminary)



CITY		
101	General Fund	2,955,612.42
116	Rehab Reimbursements Fund	219,139.33
201	Utility User Tax	(134,441.16)
205	State Gas Tax	330,604.06
206	Gas Tax Bond Fund	(365,104.45)
207	Housing Authority	(59,095.35)
209	Gas Tax - RMRA	(29,877.72)
210	Measure M	115,435.47
211	PEG Fund	3,016.10
215	Air Quality Management	164,636.64
224	Asset Seizure 15% Training	(41,743.48)
225	Asset Seizure	201,913.29
226	Traffic Offender Fund	53,381.32
227	Explorer Grant NOC	98,661.86
228	NOC-Public Safety Grant	120,116.06
229	Comm Based Trans Hous Grant	1,334,500.00
230	Supplemental Law Enforcement	31,478.25
235	Park Development	20,626.05
238	City Traffic Impact Fees	95,733.11
240	Sewer Construction	20,743.43
241	Public Safety Mitigation Fee	(184,129.59)
242	City Public Safety Impact Fee	166,956.43
245	Storm Drain Construction	23,043.99
247	TOD Sewer Impact Fees	(19,565.89)
250	Thoroughfare Construction	65,306.67
260	Street Lighting District	77,926.61
261	Public Safety CFD 2014-01	12,838.49
265	Landscape Maintenance	60,089.20
270	Housing & Community Develop. Fund	(184,307.35)
275	Sewer Maintenance	1,603,191.66
280	Miscellaneous Grants	85,877.06
401	City Capital Projects	(91,731.11)
405	In-Lieu Low/Mod Housing	62,000.00
501	Refuse Administration	288,910.20
601	Employee Health & Welfare	(348,978.27)
605	Risk Management	2,171,461.75
610	Equipment Replacement	14,269.53
615	Information Technology Fund	-
701	Special Deposits	614,583.93
715	Community Facilities District	35,116.95
	Sub-Total	9,588,195.49
SUCCESSOR AGENCY TO THE RDA		
208	Successor Agency Retirement Fund	729,915.20
	TOTAL CASH	\$ 10,318,110.69

CITY OF PLACENTIA TREASURER'S REPORT
DEFICIT CASH TRANSFERS
AS OF JUNE 30, 2018 (Preliminary)

DEFICIT CASH BALANCES					
Fund	Deficit Amount	Gas Tax	Asset Seizure	Sewer Maintenance	Total Funding Source
Utility Tax Fund	(134,441.16)	134,441.16			134,441.16
Gas Tax Bond	(365,104.45)			365,104.45	365,104.45
Housing Authority	(59,095.35)			59,095.35	59,095.35
Gas Tax - RMRA	(29,877.72)			29,877.72	29,877.72
Asset Seizure 15% Training	(41,743.48)		41,743.48		41,743.48
Public Safety Mitigation Fee	(184,129.59)			184,129.59	184,129.59
TOD Sewer Impact Fees	(19,565.89)			19,565.89	19,565.89
Housing & Comm. Develop.	(184,307.35)			184,307.35	184,307.35
City Capital Projects	(91,731.11)			91,731.11	91,731.11
Employee Health & Welfare	(348,978.27)			348,978.27	348,978.27
Total Transfers	(1,458,974.37)	318,748.51	41,743.48	1,098,482.38	1,458,974.37
Cash Balance <i>Before</i> Transfer		330,604.06	201,913.29	1,603,191.66	2,135,709.01
Cash Available <i>After</i> Transfer		11,855.55	160,169.81	504,709.28	676,734.64

**City of Placentia
Changes in Cash Balances
For the Month of June 2018**

RPT	Data		CASH BALANCE			TRANSFERS	CASH BALANCE
FUND	FUND	FUND	6/1/2018	RECEIPTS	DISBURSEMENTS	IN & OUT	6/30/2018
101	10	GENERAL FUND	\$ 4,538,374.73	\$ 1,110,889.76	\$ 6,713.37	\$ (2,700,365.44)	\$ 2,955,612.42
116	59	REHAB REIMBURSEMENTS FUND	\$ 219,139.33	\$ -	\$ -	\$ -	\$ 219,139.33
201	16	UTILITY TAX FUND	\$ 332,752.71	\$ 183,306.13	\$ -	\$ (650,500.00)	\$ (134,441.16)
205	17	GAS TAX FUND	\$ 407,410.71	\$ 83,590.36	\$ -	\$ (160,397.01)	\$ 330,604.06
206	52	GAS TAX BOND FUND	\$ (365,777.14)	\$ -	\$ -	\$ 672.69	\$ (365,104.45)
207	53	HOUSING AGENCY FUND	\$ (61,939.55)	\$ 2,844.20	\$ -	\$ -	\$ (59,095.35)
208	54	SUCCESSOR AGENCY FUND	\$ 943,515.92	\$ -	\$ (13,642.47)	\$ (199,958.25)	\$ 729,915.20
209	60	GAS TAX - RMRA FUND	\$ 85,993.88	\$ 51,238.82	\$ -	\$ (167,110.42)	\$ (29,877.72)
210	18	MEASURE "M" FUND	\$ 378,080.02	\$ -	\$ (3,610.88)	\$ (259,033.67)	\$ 115,435.47
211	58	PEG FUND	\$ 57,150.37	\$ -	\$ (48,495.44)	\$ (5,638.83)	\$ 3,016.10
215	19	AIR QUALITY FUND	\$ 169,877.66	\$ -	\$ (902.72)	\$ (4,338.30)	\$ 164,636.64
224	73	ASSET SEIZURE 15% TRAINING	\$ (38,200.78)	\$ 13.83	\$ (3,861.09)	\$ 304.56	\$ (41,743.48)
225	21	ASSET SEIZURE FUND	\$ 352,614.50	\$ 78.37	\$ (21,214.02)	\$ (129,565.56)	\$ 201,913.29
226	51	TRAFFIC OFFENDER FUND	\$ 53,095.32	\$ 286.00	\$ -	\$ -	\$ 53,381.32
227	76	EXPLORER GRANT NOC FUND	\$ 112,000.00	\$ -	\$ -	\$ (13,338.14)	\$ 98,661.86
228	61	NOC-PUBLIC SAFETY GRANT FUND	\$ 192,662.35	\$ -	\$ (24,601.88)	\$ (47,944.41)	\$ 120,116.06
229	62	COMM. BASED TRANS. GRANT FUND	\$ 1,972,716.54	\$ -	\$ (285,994.36)	\$ (352,222.18)	\$ 1,334,500.00
230	22	COPS/SUPPL LAW ENFORCE. FUND	\$ 86,498.81	\$ 2,884.37	\$ -	\$ (57,904.93)	\$ 31,478.25
235	23	PARK DEVELOPMENT FUND	\$ 36,006.05	\$ -	\$ -	\$ (15,380.00)	\$ 20,626.05
238	65	CITY TRAFFIC IMPACT FEES FUND	\$ 95,733.11	\$ -	\$ -	\$ -	\$ 95,733.11
240	24	SEWER CONSTRUCTION FUND	\$ 20,743.43	\$ -	\$ -	\$ -	\$ 20,743.43
241	57	PUBLIC SAFETY MITIGATION FUND	\$ (164,129.59)	\$ -	\$ -	\$ (20,000.00)	\$ (184,129.59)
242	67	CITY PUB. SAFETY IMPACT FEE FUND	\$ 58,823.96	\$ 150,000.00	\$ (41,867.53)	\$ -	\$ 166,956.43
245	25	STORM DRAIN CONSTRUCTION FUND	\$ 23,043.99	\$ -	\$ -	\$ -	\$ 23,043.99
247	71	TOD SEWER IMPACT FEES FUND	\$ 47,289.85	\$ -	\$ -	\$ (66,855.74)	\$ (19,565.89)
250	26	THOROUGHFARE CONST. FUND	\$ 69,786.67	\$ -	\$ -	\$ (4,480.00)	\$ 65,306.67
260	28	PLACENTIA LIGHTING DISTRICT FUND	\$ 49,612.37	\$ 1.74	\$ (30,406.25)	\$ 58,718.75	\$ 77,926.61
261	55	PUBLIC SAFETY CFD 2014-01 FUND	\$ 13,336.42	\$ 1,154.58	\$ (10,638.38)	\$ 8,985.87	\$ 12,838.49
265	29	LANDSCAPE MAINT. DISTRICT	\$ 95,157.89	\$ 10.22	\$ (23,193.06)	\$ (11,885.85)	\$ 60,089.20
270	30	HOUSING & COMMUNITY DEVELOP.	\$ (94,571.35)	\$ -	\$ -	\$ (89,736.00)	\$ (184,307.35)
275	48	SEWER MAINTENANCE FUND	\$ 1,623,064.70	\$ 47,369.20	\$ (46,878.87)	\$ (20,363.37)	\$ 1,603,191.66
280	50	MISC. GRANTS FUND	\$ 160,389.13	\$ -	\$ (399.88)	\$ (74,112.19)	\$ 85,877.06
401	33	CAPITAL PROJECTS FUND	\$ (555,399.59)	\$ -	\$ (373,805.62)	\$ 837,474.10	\$ (91,731.11)
405	34	IN-LIEU LOW/MOD HOUSING FUND	\$ 62,000.00	\$ -	\$ -	\$ -	\$ 62,000.00
501	37	REFUSE FUND	\$ 550,381.72	\$ 18,229.54	\$ (266,159.51)	\$ (13,541.55)	\$ 288,910.20
505	38	CNG FUELING STATION FUND	\$ -	\$ -	\$ -	\$ -	\$ -
601	39	HEALTH & WELFARE INS. FUND	\$ (527,752.93)	\$ 348.94	\$ (17,111.28)	\$ 195,537.00	\$ (348,978.27)
605	40	RISK MANAGEMENT FUND	\$ 1,882,012.31	\$ -	\$ (6,413.56)	\$ 295,863.00	\$ 2,171,461.75
610	41	EQUIPMENT REPLACEMENT FUND	\$ 14,269.53	\$ -	\$ -	\$ -	\$ 14,269.53
615	42	INFORMATION TECHNOLOGY FUND	\$ -	\$ -	\$ -	\$ -	\$ -
701	44	TRUST & AGENCY FUND	\$ 625,341.99	\$ 53,712.56	\$ (64,439.22)	\$ (31.40)	\$ 614,583.93
715	47	COMMUNITY FAC. DISTRICT FUND	\$ 44,102.82	\$ -	\$ -	\$ (8,985.87)	\$ 35,116.95
TOTAL PER GENERAL LEDGER			\$ 13,565,207.86	\$ 1,705,958.62	\$ (1,276,922.65)	\$ (3,676,133.14)	\$ 10,318,110.69

CITY OF PLACENTIA TREASURER'S REPORT
CERTIFICATION
AS OF JUNE 30, 2018 (Preliminary)

TREASURER'S REPORT

3 Month Projected Cash Requirements (July - Sept):*	\$ 9,200,000
3 Month Projected Cash Revenues (July - Sept): *	\$ 3,700,000

* Unaudited actuals

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

Submitted By:



Kim Krause, Finance Director

Approved By:



Kevin A. Larson, City Treasurer

**CITY OF PLACENTIA
BANK RECONCILIATION
June 30, 2018**

RPT FUND NO.	Data FUND NO.	FUND	G/L BALANCE June 30, 2018	END BALANCE PER BANK	TOTAL
101	10	General Fund (0010)	2,232,988.01	Bank of America Checking/City	\$968,150.87
116	59	Rehab Reimbursements Fd (0059)	219,139.33	Bank of America Checking/SA	743,964.51
201	18	Utility User Tax (0018)	516,058.84	Bank of California Checking	3,743,566.58
205	17	State Gas Tax (0017)	491,001.07	Unrecord Fund	
208	52	Gas Tax Bond Fund (0052)	-365,104.45	Local Agency Investment Fund	6,033,722.05
207	53	Housing Successor Agency (0053)	-59,095.35	Certificates of Deposit	967,166.12
208	54	Success Agency Ret Oblg (0054)	748,873.45	Unrecord Loss	12,833.88
209	60	State Gas Tax - RMRA (0060)	137,232.70		
210	18	Measure M (0018)	374,469.14	Payroll Sweep Account In Transit	72,445.64
211	58	PEG Fund (0058)	8,654.93	Less: A/P O/S Checks	(2,166,552.51)
215	19	Air Quality Management (0019)	184,756.64	Less: Payroll O/S Checks	(27,435.45)
224	73	Asset Seiz 15% Training (0073)	-41,743.48	Plus: Deposits In Transit	259.00
225	21	Asset Seizure (0021)	331,219.10	Less: Dir. Deposit Record 6/4	
226	51	Traffic Offender Fund (0051)	53,361.32		
227	76	Explorer Grant (0076)	112,000.00		
228	61	NOC-Public Safety Grant(0061)	188,115.64		
229	62	Comm Trans Hous Grant (0062)	1,886,722.18		
230	22	Suppl Law Enfrmnt (0022)	60,447.25	TOTAL	\$10,318,110.89
236	23	Park Development (0023)	36,006.05		
238	65	City Traffic Impct Fees (0065)	95,733.11		
240	24	Sewer Construction (0024)	20,743.43		
241	57	Public Safety Mitigat (0057)	-184,129.59		
242	67	City Pub Sfty Impct Fee (0067)	166,956.43		
245	25	Storm Drain Constroction (0025)	23,043.99		
247	71	TOD Sewer Impact Fees (0071)	47,289.86		
250	26	Thoroughfare Constroction (0026)	69,786.67		
260	28	Street Lighting District (0028)	19,207.80		
261	55	Public Safety CFD (0055)	12,838.49		
265	29	Landscape Maintenance (0029)	65,851.50		
270	30	CDBG Fund (0030)	-94,571.35		
275	48	Sewer Maintenance (0048)	1,623,555.03		
280	50	Misc Grants Fund (0050)	135,986.47		
401	33	City Capital Projects (0033)	-941,169.21		
405	34	Afford Housing In-Lieu (0034)	62,000.00		
501	37	Refuse Administration (0037)	304,001.75		
601	39	Employee Health & Wlfre (0039)	-844,515.27		
605	40	Risk Management (0040)	1,875,688.75		
610	41	Equipment Replacement (0041)	14,289.53		
701	44	Special Deposits (0044)	614,683.93		
715	47	Community Fac District (0047)	35,116.95		
TOTAL PER GENERAL LEDGER			10,318,110.89		
GRAND TOTAL			10,318,110.89		
Difference			\$		

PREPARED BY: *J. M. Kelly*

DATE: 9/6/18

APPROVED BY: *AC*

DATE: 9/10/18

Reviewed by: *K. K. K.*
12/12/18

**CITY OF PLACENTIA TREASURER'S REPORT
CASH AND INVESTMENT SUMMARY
AS OF JUNE 30, 2018**



Cash Accounts Held by City

Financial Agency	Account Type	Current Yield	Purchase Date	Maturity Date	Purchase Price	Market Value
Bank of America	General Checking	N/A	N/A	On Demand	\$ 958,150.87	\$ 958,150.87
Bank of America	Workers Compensation	N/A	N/A	On Demand	\$ 291,715.41	\$ 291,715.41
Bank of America	Health Care	N/A	N/A	On Demand	\$ 6,135.19	\$ 6,135.19
Bank of America	Successor Agency	N/A	N/A	On Demand	\$ 743,964.51	\$ 743,964.51
Banc of California	General Checking	N/A	N/A	On Demand	\$ 3,743,556.58	\$ 3,743,556.58
Multi-Bank Securities	Cash Account	N/A	N/A	On Demand	\$ 614.17	\$ 614.17
Total Cash Held by City:					\$ 5,744,136.73	\$ 5,744,136.73

Investment Accounts Held by City

Financial Agency	Account Type	Current Yield	Purchase Date	Maturity Date	Purchase Price	Market Value
Local Agency Investment Fund (LAIF)	State Investment Pool	1.52%	N/A	On Demand	\$ 6,033,722.05	\$ 6,033,722.05
Multi-Bank Securities Ally Bank	Certificate of Deposit	1.45%	2/4/2016	2/4/2019	\$ 245,000.00	\$ 244,193.95
Multi-Bank Securities American Federal Bank	Certificate of Deposit	1.50%	2/10/2016	2/10/2020	\$ 245,000.00	\$ 240,560.60
Multi-Bank Securities Morgan Stanley	Certificate of Deposit	2.50%	2/1/2018	2/1/2021	\$ 245,000.00	\$ 242,425.05
Multi-Bank Securities Goldman Sachs	Certificate of Deposit	2.00%	2/3/2016	2/3/2021	\$ 245,000.00	\$ 239,372.35
Weighted Average Yield of Investments:		1.57%	Total Investments Held by City:		\$ 7,013,722.05	\$ 7,000,274.00

Total Cash and Investments Held by City: **Purchase Price** **Market Value**
\$ 12,757,858.78 **\$ 12,744,410.73**

General Fund
Cash Balance as of June 30, 2018: **\$ 2,955,612.42**
Prior Year Cash Balance as of June 30, 2017: **\$ 1,842,148.78**
Net Change in General Fund Cash Balance Compared to Prior Year: **\$ 1,113,463.64**

3 Month Projected Cash Requirements (July - September): **\$ 9,200,000.00**
3 Month Projected Cash Revenues (July - September): **\$ 3,700,000.00**



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF DEVELOPMENT SERVICES

DATE: JANUARY 15, 2019

SUBJECT: TENTATIVE PARCEL MAP (TPM) NO. 2007-186 PERTAINING TO THE SUBDIVISION OF A +/- 0.57 ACRE LOT INTO THREE PARCELS LOCATED AT 1802 N. VALENCIA AVENUE, EAST SIDE OF VALENCIA AVENUE BETWEEN VALENCIA AVENUE AND THE WESTERN TERMINUS OF ALCOTT AVENUE

FISCAL IMPACT: APPROXIMATELY \$20,000 OF DEVELOPMENT IMPACT FEE REVENUE PRIOR TO CONSTRUCTION OF TWO NEW SINGLE-FAMILY RESIDENCES

SUMMARY:

At the Planning Commission meeting held January 8, 2019, the Planning Commission voted 6-0-1 (one member absent) to recommend approval of TPM 2007-186 to the City Council. TPM 2007-186 is a request to subdivide one existing parcel into three parcels for property located at 1802 N. Valencia Avenue. In accordance with Placentia Municipal Code (PMC) Sections 22.80.060 and 22.80.070, the Planning Commission hereby submits a report of its findings and recommends approval of TPM 2007-186 to the City Council.

RECOMMENDATION:

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

Adopt Resolution R-2019-XX, A resolution of the City Council of the City of Placentia, California, adopting a categorical exemption pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000-21177 and §15000 *et seq.* of Title 14 of the California Code of Regulations) (CEQA) and Approving Tentative Parcel Map (TPM) 2007-186 pertaining to the subdivision of property located on the east side of Valencia Avenue between Valencia Avenue and the west terminus of Alcott Avenue (Assessor's Parcel Number 346-361-50) and making findings in support thereof.

BACKGROUND:

PMC Section 22.80.010(a) requires a Parcel Map for all subdivisions of four (4) or fewer parcels and PMC Section 22.80.060(c) requires that the Planning Commission take action to recommend to the City Council conditional approval or denial of the subdivision map. At the Planning

**1. g.
January 15, 2019**

Commission meeting held January 8, 2019, the Planning Commission voted 6-0-1-0 (one member absent), to recommend approval of TPM 2007-186 to the City Council.

DISCUSSION:

Subject Site and Surrounding Land Uses

The table below illustrates the site and surrounding existing land uses, General Plan Land Use designation, and zoning:

Location	Existing Land Use	Land Use Element General Plan Designation	Zoning Map Designation
Subject Site	Single Family Residential	Low Density Residential	R-1 (Single-Family Residential)
North, South, East, & West (Across Valencia Avenue)	Single Family Residential	Low Density Residential	R-1

The subject site is currently occupied by a single-family house that is on the City's 2002 Historical Resources Survey, and an existing barn structure that has been determined to be of no historical significance through an historic structure report prepared by Diann Marsh (City of Placentia consultant) in June 1989. The following table outlines the size of the individual subdivided parcels.

Parcel No.	Lot Size (square feet)	Lot Size (acres)
1	9,530 square feet	.22 acres
2	7,571 square feet	.17 acres
3	7,499 square feet	.17 acres

Parcel 1 has an existing two-foot tree well easement dedicated to the City of Placentia. Parcel 2 has an existing 15-foot sewer easement dedicated to the City of Placentia along the north property line of the parcel. Parcel 2 also contains a proposed 15-foot-wide easement for public utilities and any incidental purposes reserved for Parcel 1 located at southeast corner of the parcel.

Applicable Code Section – Placentia Municipal Code

Chapter 22.16.020 of the PMC sets forth development standards defining the minimum lot width, lot depth, and lot area for all residential districts. The R-1 development standards require a minimum lot size of 7,000 square feet for all interior lots and a minimum street frontage of 70 feet for interior lots and a minimum street frontage of 40 feet for cul-de-sac and knuckle lots. The proposed subdivision will meet all the standards of PMC Section 22.16.020.

ENVIRONMENTAL:

The proposed application was reviewed by Staff in accordance with the requirements of the California Environmental Quality Act (CEQA), Public Resources Code §§ 21000 *et seq.*, the State CEQA Guidelines, 14 C.C.R. §§ 15000 *et seq.*, and the Environmental Guidelines of the City of Placentia. As part of their actions taken on January 8, 2019, the Planning Commission recommended that the City Council find that TPM 2007-186 is exempt from CEQA pursuant to State CEQA Guidelines §15315 (Class 15 - Minor Land Divisions), as it applies to the division of property in urbanized areas zoned for residential use into four or fewer parcels, the division is in conformance with the General Plan and zoning, no variances or exceptions are required, all services and access to the proposed parcels to local standards are available, the parcel was not involved in a division of a larger parcel within the previous 2 years, and the parcel does not have an average slope greater than twenty (20) percent.

CONCLUSION:

The proposed project is consistent with the City's General Plan and meets the minimum development standards of the PMC. With the recommended conditions of approval, the proposed subdivision located within the existing R-1 Zoning District will be compatible with adjacent land uses and will not result in any adverse impacts to the surrounding area.

FISCAL IMPACT:

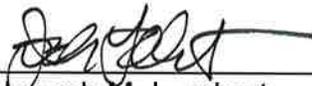
Pursuant to PMC Chapter 5.02 all new development is subject to Citywide Development Impact Fees. The proposed Tentative Parcel Map will result in two additional lots that will be eligible for development. Based on the zoning designation, one single family residence can be developed on each resulting new lot (Parcels 2 and 3), and the existing residence will remain situated on Parcel 1. The subsequent construction of two new homes will result in approximately \$20,000 of Development Impact Fee revenue.

Prepared by:



Arlen Beck
Planning Technician

Reviewed and approved:



Joseph M. Lambert
Director of Development Services

Reviewed and approved:



Damien R. Anula
City Administrator

Attachments:

1. Resolution No. R-2019-XX
 - a. Conditions of Approval
2. Resolution No. PC-2019-01 (unsigned and without attachments)
3. Historic Resources Inventory Record
4. Tentative Parcel Map Exhibit (TPM 2007-186)

RESOLUTION NO. R-2019-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, ADOPTING A CATEGORICAL EXEMPTION PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (PUBLIC RESOURCES CODE §§ 21000-21177 AND §15000 *ET SEQ.* OF TITLE 14 OF THE CALIFORNIA CODE OF REGULATIONS) (CEQA) AND APPROVING TENTATIVE PARCEL MAP (TPM) 2007-186 PERTAINING TO THE SUBDIVISION OF PROPERTY LOCATED ON THE EAST SIDE OF VALENCIA AVENUE BETWEEN VALENCIA AVENUE AND THE WEST TERMINUS OF ALCOTT AVENUE (ASSESSOR'S PARCEL NUMBER 346-361-50) AND MAKING FINDINGS IN SUPPORT THEREOF

A. Recitals.

WHEREAS, On January 8, 2019, the Planning Commission of the City of Placentia conducted, and concluded, a duly noticed public hearing, as required by law, recommending to the City Council of the City of Placentia, approval of Tentative Parcel Map (TPM) 2007-186 for the property located at 1802 N. Valencia Avenue.

WHEREAS, The Planning Commission heard testimony, received a report and other relevant information from City staff and members of the public including Jan Henderson ("Applicant" hereinafter), regarding a Tentative Parcel Map application.

WHEREAS, 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:

Section 1. The City Council hereby specifically finds that all of the facts set forth in the Recitals, Part A, of this Resolution are true and correct.

Section 2. Based upon substantial evidence presented to this City Council with regard to the Application, including written staff reports, verbal testimony and development plans, the City Council hereby specifically finds as follows:

a. The proposed project will not be: (1) detrimental to the health, safety or general welfare of the persons residing or working within the neighborhood of the proposed development or within the city, or (2) injurious to the property or improvements within the neighborhood or within the city. Subject to compliance with the attached Conditions of Approval set forth in Attachment "1.A." of the staff report (Attachment A to this Resolution) and by this reference incorporated herein and Standard Development Requirements, the project complies with all applicable code requirements

and development standards of the "R-1" Single Family Residential Zoning District and Title 22, and with other applicable regulations of the Placentia Municipal Code (PMC).

b. The proposed use is consistent with the City's General Plan. The General Plan Land Use designation for the subject site low-density residential, and the proposed use does not involve any change in the allowable land use of the subject site. The proposed project involves the subdivision of a .57-acre parcel into three single family residential parcels consistent with the "R-1" Single Family Residential Zone and the General Plan.

c. The proposed project as presented in the staff report and accompanying plans complies with all requirements of Chapter 23.12 of the PMC. City Staff carefully examined the proposed development against the applicable development regulations prescribed in Title 23 (Zoning Ordinance), and determined it to be in substantial compliance. The proposed subdivision includes Conditions of Approval and Standard Development Requirements to ensure full compliance with applicable code requirements.

d. Conditions necessary to secure the purposes of this section, including guarantees and evidence of compliance with conditions are made part of this Tentative Parcel Map approval. Attachment "1.A" of the staff report (Attachment A to this Resolution) contain Conditions of Approval and Standard Development requirements specific to this application in order to provide assurances that the proposed subdivision and related on and off-site improvements are in compliance with applicable requirements of the PMC.

e. That the proposed map is consistent with the General Plan. The proposed Tentative Parcel Map is to subdivide an existing .57 acre parcel into three single family residential lots. The proposed map is consistent with all policies, programs, and goals of the General Plan.

f. That the design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision. As part of the review of the application, an extensive record research was completed. Additionally, the application submitted a preliminary title report with their application. Although several easements have been found, they are mostly for utility access only.

g. That the design of the subdivision or the proposed improvements is not likely to cause substantial environmental damage or substantially and avoidably injure wildlife or their habitat. The subject site is an underutilized property that only has limited vegetation. There are no known areas within the City that host wildlife or their habitat, most particularly species.

Section 3. a. The City Council of the City of Placentia finds that TPM 2007-186 is exempt from the California Environmental Quality Act ("CEQA"), Public Resources

Code §§ 21000 *et seq.*, the State CEQA Guidelines, 14 C.C.R. §§ 15000 *et seq.*, and the Environmental Guidelines of the City of Placentia pursuant to the State CEQA Guidelines § 15315 (Class 15 – Minor Land Divisions) as it applies to the division of property in urbanized areas zoned for residential use into four or fewer parcels, the division is in conformance with the General Plan and zoning, no variances or exceptions are required, all services and access to the proposed parcels to local standards are available, the parcel was not involved in a division of a larger parcel within the previous 2 years, and the parcel does not have an average slope greater than 20 percent;

b. The City Council finds and determines that, based upon the findings set forth above and below, and changes and alterations which have been incorporated into and conditioned upon the proposed project, no significant adverse environmental effects will occur; and

c. The City Council finds that facts supporting the above-specified findings are contained in the staff report and exhibits, and the information provided during the public hearing conducted with respect to the Application.

Section 4. Based upon the findings and conclusions set forth herein, the City Council hereby approves Tentative Parcel Map 2007-186, as modified herein, and specifically subject to the conditions set forth in Attachment "1.A." of the staff report (Attachment A to this Resolution) attached hereto and by this reference incorporated herein.

PASSED, ADOPTED and APPROVED this 15th day of January 2019.

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 15th day of January 2019 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

ATTACHMENT "A"

Attachment A
Special Conditions of Approval for
Tentative Parcel Map 2007-186 (TPM 2007-186)
1802 N. Valencia Avenue

SPECIAL CONDITIONS

If the above referenced application is approved, applicant and/or property owner shall comply with the Special Conditions and Mitigation Measures listed below and the Standard Development Requirements attached.

ALL OF THE FOLLOWING SPECIAL CONDITIONS OF APPROVAL AND STANDARD DEVELOPMENT REQUIREMENTS SHALL BE FULLY COMPLIED WITH FOR THE DEVELOPMENT PLAN REVIEW TO CONTINUE IN GOOD STANDING.

DEVELOPMENT SERVICES DEPARTMENT – PLANNING DIVISION:

1. Failure to abide by and faithfully comply with any and all conditions attached to this action shall constitute grounds for revocation or amendment of said actions by the City of Placentia Planning Commission.
2. The applicant shall, as a condition of project approval, at its sole expense, defend, indemnify and hold harmless the City, its officers, employees, agents and consultants from any claim, action, proceeding, liability or judgment against the City, its officers, employees, agents and/or consultants, which action seeks to set aside, void, annul or otherwise challenge any approval by the City Council, Planning Commission, or other City decision-making body or City staff action concerning applicant's project. The applicant shall pay the City's defense costs, including attorney fees and all other litigation-related expenses, and shall reimburse the City for any and all court costs, which the City may be required to pay as a result of such defense. The applicant shall further pay any adverse financial award which may issue against the City including but not limited to any award of attorney fees to a party challenging such project approval. The City shall retain the right to select its counsel of choice in any action referred to herein. The City agrees to promptly notify the applicant of any such claim filed against the City and to fully cooperate in the defense of any such action.
3. Approval of Tentative Parcel Map (TPM) 2007-186 and the resulting Final Map is contingent upon City Council Approval.
4. TPM 2007-186 shall expire twenty-four (24) months after approval or conditional approval if a final map is not recorded. Upon written request, by the developer, the time limit may be extended an additional twelve (12) months by City Council.
5. A final map shall be prepared by or under the direction of a registered Civil engineer or licensed land surveyor in the State, as provided for in the Business and Professions Code.

6. TPM 2007-186 shall comply with the applicable requirements of Title 22 Subdivisions of the Placentia Municipal Code.
7. Any modifications to the approved Tentative Parcel Map and any modifications which will change, expand or intensify the use shall be subject to review and approval by the Director of Development Services. The Director of Development Services or his or her designee may determine if such modifications require approval by the Placentia Planning Commission or may be approved administratively by City staff.
8. Prior to final release of the buildings for occupancy, all Special Conditions of Approval and Standard Development Requirements shall have been completed and final inspections approved.
9. Applicant/builder is responsible, at its sole cost and expense, to cause all cable, telephone, electrical, and other utility services serving the property to be placed underground within the subject site. Prior to the issuance of building permits, Applicant/builder shall submit a separate utility plan for each such utility service. The utility plan shall indicate the precise location of where all cable, telephone, electrical, and other utility services serving the property will be placed underground within the subject site, as well as the points of connection at the proposed building or buildings on the site and the public right-of-way. Prior to the submittal of the utility plans to the City, the plans shall be reviewed and approved by the utility companies. Evidence of approvals shall be in the form of a signed and dated approval stamp and/or approval letter. If the precise locations of future utility services cannot be reasonably ascertained prior to the issuance of building permits, upon prior written approval of the Director of Development Services, prior to issuance of a certificate of occupancy. Applicant/builder shall provide the City with "as built" plans showing the precise locations where all cable, telephone, electrical, and other utility services serving the property were placed underground within the subject site, as well as the points of connection at the building or buildings on the site and the public right-of-way.
10. Applicant/Builder shall establish a rodent abatement program prior to the demolition of existing structures on the property, or before any other on or off-site work. A detailed description of how this program will work shall be submitted to the City Planning Division for approval prior to obtaining a demolition permit.

Amended by the Planning
Commission on 1/8/19

11. A solid decorative block wall, a minimum of 6'-0" high shall be installed around the perimeter boundaries of the site along the side yard and rear yard property lines, except that within the front yard setback, then the maximum height shall be 3'-0". Applicant shall repair any existing walls that will remain to the satisfaction of the City Building Official and Development Services Department. Prior to issuance of any building permits on the resulting lots, all walls and fences on the project site shall comply with the conditions herein and with all applicable provisions of the Placentia Municipal Code.

12. Developer shall pay in full to the City of Placentia, any and all applicable citywide Development Impact Fees (including, but not limited to fees relating to recreational facilities, sewer facilities, transportation infrastructure, storm drain facilities, public safety impacts and affordable housing impacts) adopted by and set forth by the City Council in effect at the time building permits are issued prior to issuance of the first building permit for the project.
13. Developer and/or property owner agrees to approve the incorporation of the project into Community Facilities District No. CFD 2014-01 (Public Services) pursuant to the provisions of California Government Code Section 53311, et seq. Said annexation into CFD No. 2014-01 shall be fully completed in accordance with California law prior to issuance of any Certificate of Occupancy for the project.
14. Developer and/or property owner agrees to approve the incorporation of the project into the Landscape Maintenance District No. LMD 1992-01 pursuant to the provisions of California Streets and Highways Code Section 22500, et seq. Said annexation into LMD No. 1992-01 shall be fully completed in accordance with California law prior to issuance of any Certificate of Occupancy for the project.
15. Developer and/or property owner agrees to approve the incorporation of the project into the Street Lighting District No. SLD 1981-01 pursuant to the provisions of California Streets and Highways Code Section 22500, et seq. Said annexation into SLD No. 1981-01 shall be fully completed in accordance with California law prior to issuance of any Certificate of Occupancy for the project.
16. Developer and/or property owner agrees that the City may, at its sole election, require that, instead of annexing into SLD 1981-01 and/or LMD 1992-1, the project shall be incorporated into a Community Facilities District to be created by the City pursuant to the provision of California Government Code Section 53311, et seq; the purpose of which, and the initial amount of the taxes and assessments thereunder, will be substantially the same, in whole or in part, as SLD 1981-1 and/or LMD 1992-1. Developer and/or property owner agrees to approve the incorporation of the project into said Community Facilities District, provided that the incorporation of the new CFD does not otherwise delay the development of the project; in which event the project shall instead be annexed into SLD 1981-01 and/or LMD 1992-1. Any automatic fee increases for the Community Services District shall not be inconsistent with the approved rate study.
17. Developer shall pay all applicable residential DIF's prior to issuance of the first building permit including but not limited to:
 - a. Developer shall pay in full to the City of Placentia, all applicable citywide Development Impact Fees adopted by and set forth in City Council Ordinance O-2017-10 and Chapter 5 of the PMC, prior to issuance of the first building permit.

- b. Developer shall pay in full to the City of Placentia, all applicable citywide Development Impact Fees adopted by and set forth in City Council Ordinance O-2017-11 and Chapter 5 of the PMC, prior to issuance of the first building permit.

BUILDING DIVISION

1. Building plans (architectural and structural) for the proposed new single-family homes shall be prepared by a licensed California architect or civil/structural engineer.
2. Grading plans including erosion control, wall, utility, street improvement, precise and rough, shall be designed and prepared by a licensed California civil engineer.
3. New residential homes need to have auto-fire sprinkler system throughout house and garage.
4. Fire sprinkler plans need to be reviewed & approved by the Orange County Fire Authority prior to the installation.

ENGINEERING DIVISION

1. All improvement and grading plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch Mylar and signed by a registered civil engineer or other registered/licensed professional as required.
2. The following items are required for the entitlement review:
 - a. Preliminary grading and drainage plan.
 - b. Preliminary geotechnical report.
 - c. Preliminary hydrology/drainage study.
 - d. Preliminary Water Quality Management Plan (WQMP) in the form and content per the City's WQMP template.
 - e. Sewer capacity study.
3. It is the applicant's responsibility to notify all utility companies and the City of Placentia for disconnection and/or relocation of the existing utilities, vaults and meters. It is also the applicant's responsibility to insure applicant notifies the Building Inspection Division that these utilities have been properly relocated and/or disconnected. Prior to recordation of the final map, the public improvement plans as required shall be prepared and signed by the City Engineer.
4. Prior to issuance of a Certificate of Occupancy, the engineer of record shall submit all approved project and site improvements plans on an AutoCAD DWG and DFX formatted Compact Disc (CD) to the Public Works Department. The applicant shall

pay for and provide the City with copies of as-built plans.

amended by the Planning
Commission on 1/8/19

5. Applicant is requesting that the existing 15-foot sanitary sewer easement belonging to the City on Parcel No. 2 be quitclaimed and relinquished back to the applicant. The City will not release said easement unless the applicant provides the City with a Sanitary Sewer and Hydrology/Hydraulic reports to ensure that the existing storm drain and sanitary sewer systems have adequate capacities. These reports will have to be prepared in accordance with the City's guidelines by a registered Civil Engineer in the State of California. All reports and studies have to be submitted to the City Engineer for review and final approval.

GRADING

1. Prior to the issuance of a grading permit, the applicant shall prepare a Low Impact Development (LID) specifically identifying the Best Management Practices (BMP's) that will be used on site to control predictable pollutant runoff. The plan shall identify the types of structural and/or non-structural measures to be used. The plan shall comply with the Orange County Drainage Area Management Plan (DAMP) and LID Implementation Guideline. Website available at (<http://ocwatersheds.com/publiced/residents/glltd>) Particular attention should be addressed to the appendix section "Best Management Practices for priority redevelopment." The LID shall clearly show the locations of structural or Nonstructural BMP's, and assignment of long term maintenance responsibilities. The plan shall be prepared to the general form and content and submitted to the Director of Public Works/City Engineer for review and approval.
2. Prior to the issuance of a grading permit, the applicant shall prepare a Water Quality Management Plan (WQMP) specifically identifying the Best Management Practices (BMP's) that will be used on site to control predictable pollutant runoff. The plan shall identify the types of structural and non-structural measures to be used. The plan shall comply with the Orange County Drainage Area Management Plan (DAMP). Particular attention should be addressed to the appendix section "Best Management Practices for Development." The WQMP shall clearly show the locations of structural BMP's, and assignment of long term maintenance responsibilities (which shall also be included in the Maintenance Agreement). The plan shall be prepared to the general form and content shown in the City of Placentia's WQMP Template and shall be submitted to the City Engineer for review and approval. Website available at (<http://www.placentia.org/index.aspx?nid=262>)
3. Prior to the issuance of a grading permit, the applicant shall demonstrate to the City Engineer that coverage has been obtained under the California's General Permit for Discharge of Storm Water Associated with Construction Activity by providing a copy of the Notice of Intent (NOI) submitted to the State Water Resources Control Board and a copy of the subsequent notification of the

issuance of a Waste Discharge Identification (WDID) Number to the City Engineer. Construction activity subject to this permit includes clearing, grading and disturbances to the ground such as stockpiling, or excavation. Prior to the issuance of a grading permit, the applicant shall submit to the City Engineer for review a Storm water Pollution Prevention Plan (SWPPP). A copy of the approved SWPPP shall be kept at the project site and available for review upon request.

4. Prior to the issuance of grading permits, the applicant shall prepare and submit a precise grading plan prepared by a licensed civil engineer to the Engineering Division of the Public Works Department showing building footprints, new and revised pads and elevations of finished grades, drainage routes, retaining walls, erosion control, slope easements, structural best management practices (BMPs) conforming to the approved water quality management plan, and other pertinent information. The project development shall accept and make provisions for the existing surface water that are the natural flows from the adjacent properties immediately abutting to the development site.
5. Prior to approval of the final design plans and issuance of a grading permit, the applicant shall conduct a site-specific geotechnical investigation for the entire site and prepare a report that fully assesses the geologic and soil conditions of the site. As part of the report preparation, soil sampling and any geotechnical testing will be completed at each location where structures are to be erected. The report shall provide grading and structural design recommendations for avoiding liquefaction, subsidence or collapse for each of the proposed structures. The recommendations shall be implemented by the Applicant.
6. Prior to the issuance of a grading permit, erosion control plans and notes shall be submitted and approved by the Engineering Division of Public Works Department.
7. All private slopes of 4 feet or more in vertical height and of 4:1 or greater slope, but less than 2:1 slope, shall be, at minimum, irrigated and landscaped with appropriate ground cover for erosion control. Slope planting required by this section shall include a permanent irrigation system to be installed by the developer prior to occupancy.
8. The development site for each parcel shall be graded to drain surface water to the existing City Street storm drain system with no cross lot drainage permitted. Drainage shall be indicated on the precise grading plans. All drainage shall be diverted to Valencia and Alcott Avenues.
9. Surety and agreement guaranteeing completion of all on-site grading improvements including drainage, structural BMPs, erosion control, grading operations shall be posted and executed to the satisfaction of the City Engineer prior to the issuance of grading permits.
10. The site grading, landscape, irrigation, and street improvement plans shall be

coordinated for consistency with each other and for consistency with the requirements and standards of the City of Placentia.

11. The applicant shall provide a quitclaim or relocation of existing easements as applicable in the plan review process prior to issuance of grading permit.
12. Provide and identify all pavement and driveway paving materials used inside the development areas.
13. Identify all storm drain structures, types, sizes and specifications on the plans.
14. Preliminary WQMP shall include a feasibility check to ensure the proposed infiltration BMPs are not proposed to be within 100 feet horizontally of a water supply well and/or non-potable well for the protection of groundwater quality per Orange County TGD. Yorba Linda Water currently operates a water well pump at the northwest corner of Bradford Avenue and Crowther Avenue.

Public Improvements and Construction

1. The applicant shall provide street resurfacing along the full length of the proposed subdivision on Alcott Avenue Cul-de-sac (grind to a depth of 2-inch and 2-inch A/C overlay), including new driveway approaches, sidewalks and curb and gutter. All public improvements shown on the plans and/or tentative map shall be constructed to the City of Placentia standards, ordinances, policies and/or reasonably determined by the City Engineer to be applicable to the project.

Underlined language added
after Planning Commission
meeting of 1/8/19

2. Prior to acceptance of the final map and prior to issuance of any building permits for new residential structures, all new public improvements including curb, gutter, sidewalk, asphalt concrete pavement, and street lights within property boundaries shall be constructed satisfactorily to the City Standards.

3. Prior to recordation of final map or issuance of building permit if recordation has already been accomplished, the applicant shall enter into an agreement and post security bond, in a form and amount acceptable to the City Engineer, guaranteeing the construction of public improvements in conformance with applicable City standards and the City Code, including, but not limited to the following:

Storm Drain Improvements and Construction

1. The project street and lot grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage area and outlet points. Unless otherwise approved by the City Engineer.

2. Drainage easements, when required, shall be shown on the grading plans and noted as follows: "Drainage Easement - no buildings, obstructions, or encroachments by landfills are allowed."
3. The project shall be designed to accept and properly dispose of all off-site drainage flowing onto or through the site. The storm drain design and improvements shall be subject to review and approval by City Engineer. The hydraulics and hydrology report shall include detailed drainage studies indicating how the grading, in conjunction with the drainage conveyance systems including applicable swales, channels, street flows, catch basins, storm drains, and flood water retarding, BMP treatment and LID, will allow building pads to be safe from inundation from rainfall runoff which may be expected from all storms up to and including the theoretical 100-year flood per the Orange County Hydrology Manual. The project development shall be designed to accept and properly dispose of all off-site drainage flowing onto or through the site. If the quantities exceed the existing downstream capacity, the developer shall provide adequate drainage facilities to mitigate the impact as approved by the City Engineer.
4. Prior to the approval of the improvement plans, the hydrology study shall show that the 25-year storm flow will be contained within the street from curb to curb and the 100-year storm flow shall be contained within the street right-of-way. When either of these criteria are exceeded, additional drainage facilities shall be installed. All analysis shall comply with the Orange County Hydrology Manual and County Local Drainage Manual.
5. The post development peak flow rate generated from the project site shall be less than or equal to the pre development peak flow rate from the site for all frequency storms up to and including 100-year return.
6. Drainage facilities with sump conditions shall be designed to convey the tributary 100-year storm flows. Secondary emergency flow bypass shall also be provided as approved by City Engineer.

Sewer line Improvements and Construction

1. Sewer flow calculations justifying pipe line design and connection to the main shall be prepared by a registered civil engineer and submitted as a part of an improvement plan for approval by the City Engineer. Provide sewer capacity analysis in accordance to the City's Guidelines to evaluate the proposed sewer flow rates into the City sewer system using current flow rate and for pipeline capacity availability. Please see attached "Sewer Capacity Guidelines."
2. Prior to issuance of building permits, the developer's engineer shall analyze and mitigate any sewer system deficiencies for all phases of the proposed development. Results of the system analysis may require special construction such as booster pumps, upsize the downstream pipes and backwater valves. The

engineering analysis and special construction requirements shall be subject to review and approval of City Engineer.

3. Onsite water improvement and fire protection plans shall be approved by the Fire Marshal, the local water district, and City Engineer. The water distribution lines and appurtenances shall conform to the applicable laws and adopted regulations enforced by the Yorba Linda Water.
4. Prior to the issuance of a building permit, the applicant shall dedicate ingress and egress of the access route within the project site and improve it fully operational as required by the Orange County Fire Authority and satisfaction to the City Engineer.
5. The applicant shall submit a Will Serve Letter from Orange County Sanitation District and Yorba Linda Water.

Final Map

1. Applicant shall provide a quitclaim or relocation of any existing easements that affect the proposed development.
2. The applicant shall prepare and submit a preliminary title report not older than 90 days.
3. Prior to approval of the Final Map, pursuant to the Subdivision Improvement Agreement for Public Improvements, the developer shall provide security in an amount specified in writing by the Registered Civil Engineer or a Licensed Land Surveyor of record. The developer shall enter into an agreement providing for the necessary right-of-way, design and construction of missing public improvements, which shall be constructed in coordination with adjacent existing improvements prior to occupancy of the development and subject to review and approval by the City Engineer.
4. Prior to the exoneration of any security, the applicant shall submit one (1) duplicate Mylar of the final map and all as built public improvement plans, in a manner acceptable to the City Engineer. The computer analysis may be submitted on a CD with a proper labeled.
5. This project falls under the City's Municipal Code: 8.04.390 Special requirements for construction/deconstruction waste. This is to ensure the diversion of at least fifty (50) percent of all construction/deconstruction waste generated within the city the following special requirements apply to all covered projects as listed in Section 8.04.400:
 - a) All contractors or owner-builders applying for a permit are required to complete a project form and attest that only an authorized city agent will be used to haul debris and other solid waste generated by that project.

- b) All contractors or owner-builders are required to place a deposit with the city to ensure their compliance with the required use of an authorized city agent. The specific deposit amount shall be an equivalent to three (3%) percent of the total project value.
- c) Upon completion of the project, and if proof deemed satisfactory by the city confirms that all solid waste hauling for that project was done by an authorized city agent then a full refund of the deposit will be made. Acceptable forms of proof are weight tickets, collection receipts, billings, or similar statements from an authorized city agent showing that they performed solid waste collection at the location established for that project. It is the contractor's or owner-builders' responsibility to provide receipts covering all hauling activity for that project. Failure to provide complete records will be deemed as noncompliance.
- d) Failure to provide receipts or other acceptable proof of compliance for all solid waste hauling on a project will result in the forfeiture of one hundred (100) percent of deposited funds. (O-2011-08 § 2, 2011)

ORANGE COUNTY FIRE AUTHORITY

1. Prior to approval of a final map or issuance of a grading permit or building permit, whichever comes first:

Methane investigation/mitigation (service codes PR172-PR176)

**ATTACHMENT 2
RESOLUTION NO. PC-2019-01**

RESOLUTION NO. PC-2019-01

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PLACENTIA APPROVING TENTATIVE PARCEL MAP (TPM) 2007-186 PERTAINING TO THE SUBDIVISION OF PROPERTY LOCATED ON THE EAST SIDE OF VALENCIA AVENUE BETWEEN VALENCIA AVENUE AND THE WEST TERMINUS OF ALCOTT AVENUE (ASSESSOR'S PARCEL NUMBER 346-361-50) AND MAKING FINDINGS IN SUPPORT THEREOF.

A. Recitals.

(i) Jan Henderson, as owner of the property located on the east side of Valencia Avenue between Valencia Avenue and the west terminus of Alcott Avenue (Assessor's Parcel Number 346-361-50) ("Applicant" hereinafter) heretofore filed an application for approval of Tentative Parcel Map (TPM) 2007-186, as described in the title of this Resolution. Hereinafter, in this Resolution, the subject Tentative Parcel Map request is referred to as the "Application".

(ii) On January 8, 2019, this Commission conducted a duly noticed public hearing, as required by law, and concluded said hearing prior to the adoption of this Resolution.

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

B. Resolution.

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

1. The Commission hereby specifically finds that all of the facts set forth in the Recitals, Part A, of this Resolution are true and correct.

2. Based upon substantial evidence presented to this Commission during the public hearing conducted with regard to the Application, including written staff reports, verbal testimony and development plans, this Commission hereby specifically finds as follows:

a. The proposed project will not be: (1) detrimental to the health, safety or general welfare of the persons residing or working within the neighborhood of the proposed development or within the city, or (2) injurious to the property or improvements within the neighborhood or within the city. Subject to compliance with the attached Conditions of Approval and Standard Development Requirements (Attachments "A and B), this development complies with all applicable code requirements and development standards for Zoning of Title 23 Placentia Municipal

Code Plan District and Title 22, Building Codes and Regulations of the Placentia Municipal Code.

b. Accepting that the Planning Commission recommends approval of Tentative Parcel Map 2007-186, the proposed use will be consistent with the City's General Plan. The General Plan Land Use designation for the subject site is "R-1 Single-Family", and the proposed use does not involve any change in the land use of the subject site. The proposed project involves the subdivision of an approximately 0.57 acre (24,600 square foot) lot into 3 lots located on the east side of Valencia Avenue between Valencia Avenue and the west terminus of Alcott Avenue (Assessor's Parcel Number 346-361-50) in the R-1 (Single-Family Residential) which is a development type that is consistent with this designation.

c. The proposed project as presented in the staff report and accompanying plans complies with all requirements of Chapter 22.80 Subdivision of four or less parcels. The proposed Development includes Conditions of Approval and Standard Development Requirements to ensure full compliance with applicable code requirements.

d. Conditions necessary to secure the purposes of this section, including guarantees and evidence of compliance with conditions are made part of this development approval. Attachment "B" contains Conditions of Approval and Standard Development Requirements specific to this development application in order to provide assurances that the proposed subdivision and related on and off-site improvements are in compliance with applicable requirements of the Placentia Municipal Code.

e. That the proposed map is consistent with the General Plan. The proposed Tentative Parcel Map is to subdivide a larger parcel into three smaller parcels. In an overall review of the General Plan, the proposed subdivision is consistent with all of the policies, programs, and goals. More specifically, it is a goal of the General Plan under policy 1.1 that, "continuous vacant or underutilized parcels should be comprehensively planned for development to minimize effects on the City's suburban atmosphere." The subject site is a 0.57-acre site that has a historic single-family house on it. The subdivision will allow for the development of two additional single-family homes on the newly created parcels. Furthermore, it is an objective of the City's Housing Element to increase the overall housing stock within the City. This includes providing sufficient housing to meet the City's share of the Regional Housing Needs Assessment (RHNA). By allowing the proposed project to be constructed there will be an increase in the housing inventory by two units. For these reasons, approval of the Tentative Parcel Map is consistent with all other goals, policies, programs, and land uses of applicable elements of the General Plan.

f. That the site is physically suitable for the type and density of development. The subject site is a 0.57 acre parcel, which has been designed to accommodate the units, as well as sufficient parking, landscaping, and open space.

Based on this, the subject site is adequate to accommodate the R-1 Zoning Designation.

g. That the design of the subdivision or type of improvements is not likely to cause serious public health problems. The proposed subdivision is to allow a subdivision of a 0.57-acre lot into 3 parcels.

h. That the design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision. As part of the review of the application, an extensive record research was completed. Additionally, the application submitted a preliminary title report with their application. Although easements have been found, they are for utility access only. ~~All of the easements will be protected in place and will not be altered by the construction of the project.~~

Amended by the Planning Commission on 1/8/19

i. That the design of the subdivision or the proposed improvements is not likely to cause substantial environmental damage or substantially and avoidable injure wildlife or their habitat. The subject site is an underutilized single-family use. There are no known areas within the City that host wildlife or their habitat, most particularly species.

3. The Planning Commission hereby recommends: (a). The City Council of the City of Placentia find that the project is categorically exempt pursuant to the California Environmental Quality Act (CEQA) guidelines set forth in Title 14 CCR § 15315 (Class 15 – Minor Land Divisions), the City of Placentia Environmental Guidelines, and California Public Resources Code §§ 21000, *et seq.*, and to direct staff to file a Notice of Exemption with respect to the subject Project;

(b). That, based upon the findings set forth below, and changes and alterations which have been incorporated into and conditioned upon the proposed project, no significant adverse environmental effects will occur; and

4. Based upon the findings and conclusions set forth herein, this Planning Commission hereby recommends approval of Tentative Parcel Map 2007-186 to the City of Placentia City Council, as modified herein, and specifically subject to the conditions set forth in Attachment “B” attached hereto and by this reference incorporated herein.

5. The Secretary to the Planning Commission shall:

- a. Certify to the adoption of this Resolution; and
- b. Forthwith transmit a certified copy of this Resolution, by certified mail, to the Applicant at the address of record set forth in the Application.

ADOPTED AND APPROVED this 8th day of January 2019.

CHRISTINE SCHAEFER, CHAIRMAN

I, Joseph Lambert, Secretary to the Planning Commission of the City of Placentia, do hereby certify that the foregoing Resolution was introduced at a regular meeting of the Planning Commission of the City of Placentia held on the 8th day of January 2019, and was passed at this regular meeting of the Planning Commission of the City of Placentia held on the 8th day of January 2019, by the following vote:

AYES:	COMMISSION MEMBERS:
NOES:	COMMISSION MEMBERS:
ABSENT:	COMMISSION MEMBERS:
ABSTAINED:	COMMISSION MEMBERS:

ATTEST:

JOE LAMBERT
SECRETARY TO THE PLANNING COMMISSION

APPROVED AS TO FORM

YOLANDA M. SUMMERHILL
ASSISTANT CITY ATTORNEY

HISTORIC RESOURCES INVENTORY

Ser. No. _____
HABS HAER Loc _____ SHL No. _____ NR Status 6
UTM: A 11/422990 C 3750666
B _____ D _____

IDENTIFICATION

1. Common name: Harrison H. Hale House
2. Historic name: Harrison H. Hale House
3. Street or rural address: 1802 N. Valencia Avenue
City Placentia Zip 92670 County _____
4. Parcel number: 336-361-50
5. Present Owner: Dewey Henderson Address: P. O. Box 267
City Yorba Linda, CA Zip 92686 Ownership is: Public _____ Private X
6. Present Use: Residence Original use: Residence

DESCRIPTION

- 7a. Architectural style: California Bungalow
- 7b. Briefly describe the present *physical appearance* of the site or structure and describe any major alterations from its original condition:

The single-story California Bungalow known as the Harrison H. Hale House is topped with a front-facing gabled roof and clad in stucco. Single exposed beam ends, rafter tails, and criss-cross latticework venting accent the roof line. The original front porch, supported by tall tapered columns made of riverstones and topped with concrete caps, is centered in the front facade. A metal awning has been added to the south side of the porch. The porch foundation is faced with the riverstones. The ca. 1915-style front door features a muntined border and corners. A single plate glass window, topped with a plain transom, is located on the south side of the front door while a 4-over-1 double-hung window has been placed on the north side. Another pair of rock pillars, also topped with concrete caps, flank the screened porch on the south side. This porch was enclosed later on with wood framing and screening material. A large stucco and brick chimney, flanked by 4-over-1 double-hung windows, graces the south facade. 6-over-1 double-hung windows are used throughout the rest of the house. A matching gable-roofed double garage is located behind the house. It is clad in narrow clapboard siding.

(Continued)



8. Construction date: 1902
Estimated _____ Factual X
9. Architect Unknown
10. Builder Unknown
11. Approx. property size (in feet)
Frontage 154' Depth 204'
or approx. acreage _____
12. Date(s) of enclosed photograph(s)
May 1989

13. Condition: Excellent ___ Good X Fair ___ Deteriorated ___ No longer in existence ___
14. Alterations: Stucco coating/ side porch screened in
15. Surroundings: (Check more than one if necessary) Open land ___ Scattered buildings ___ Densely built-up X
Residential X Industrial ___ Commercial ___ Other: ___
16. Threats to site: None known X Private development ___ Zoning ___ Vandalism ___
Public Works project ___ Other: ___
17. Is the structure: On its original site? X Moved? ___ Unknown? ___
18. Related features: ___

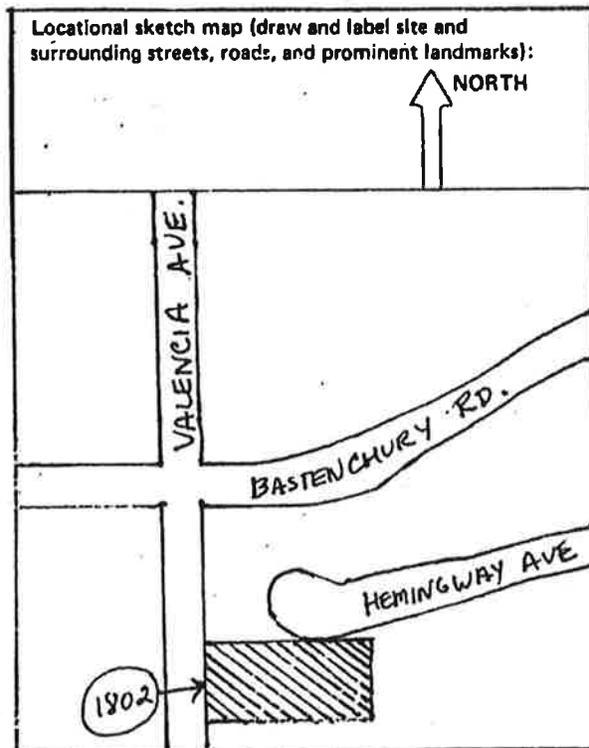
SIGNIFICANCE

19. Briefly state historical and/or architectural importance (include dates, events, and persons associated with the site.)

Harrison H. Hale, a prominent citizen of Placentia, was said to have built this home in 1902. He purchased 20 acres on the southeast corner of Valencia Avenue and Bastanchury Road and moved his family here in 1902. Mr. Hale was born in Vermont on June 13, 1860 and came to California in 1883. He was superintendent of the McNally Ranch in La Mirada from 1894 to 1897. At that time he moved to Placentia to a small ranch. A few years later the family moved to Palm Drive and Harry served as superintendent of a citrus ranch owned by the Lemkes. He and Achsa Morrison had been married in the mid-1890's and had two sons, Ray and Roy. After Achsa died, Harry married Bertha Kaeding. Active in local activities, he served as the president of the Anaheim Union Water Company for almost 20 years. While he was president the company there were several suits and countersuits involving water in Orange County. The AUWD felt that they had done almost all of the development and protection of the Santa Ana River over a long period of time, and therefore should play the lead in water-related decisions. This long-lived water company was one of the most important influences on the growth and successful economy

(Continued)

20. Main theme of the historic resource: (If more than one is checked, number in order of importance.)
Architecture ___ Arts & Leisure ___
Economic/Industrial ___ Exploration/Settlement X
Government ___ Military ___
Religion ___ Social/Education ___
21. Sources (List books, documents, surveys, personal interviews and their dates).
First American Title Insurance Company records; City Directories (1924 1950) Indexed Directory (1950); Placentia, A Pleasant Place Virginia Carpenter; Neighborhood interviews
22. Date form prepared June 1989
By (name) Diann Marsh
Organization City of Placentia consultant
Address: 321 East Eighth Street
City Santa Ana, CA Zip 92701
Phone: 714/541-2441



(Harrison Hale House description, continued)

A barn, covered with the same material, sits behind the garage. It is 1 and 1/2 stories high and has a barn door in the south side. The driveway is asphalt, bordered with concrete ledges. This house appears to have been built at least 10 years after the reputed 1902 construction date. It is possible there is a ca. 1902 house underneath this one, but even the shape and volumes indicate a possible later construction date.

(Harrison Hale House significance continued)

of the Placentia area, because the naturally arid land was not conducive to raising many kinds of trees and crops without irrigation. Harry served on the local school board for a number of years. He was very active in the Chamber of Commerce, taking over the presidency after A. S. Bradford, who had been present since its founding, died in 1934. Harry died in 1945, leaving each of his sons half of the ranch. Ray and his wife, the former Merle Van Ness, moved back to the ranch after they retired from teaching school in the San Joaquin Valley. The Harrison Hale House is significant as the home of a pioneer rancher and civic leader and for its part in the broad patterns of Placentia's economic and ranching history.



TENTATIVE PARCEL MAP NO. 2007-186

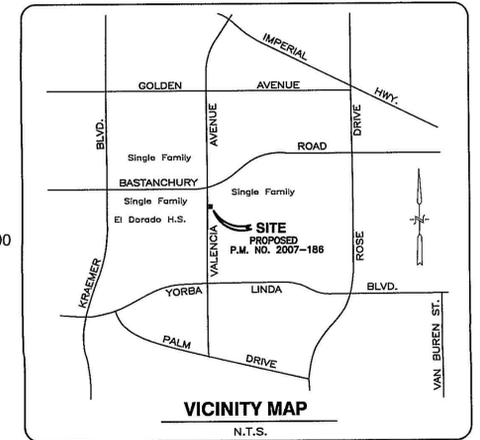
IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA.
BEING A SUBDIVISION OF LOT 37 OF TRACT NO. 7165, AS PER MAP RECORDED IN BOOK 295, PAGE 50,
IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

3 PARCELS 0.57 ACRES OCTOBER 2018

A.P.N. 336-361-50

NOTES:

- Existing Zoning: R-1
- Proposed Zoning: R-1
- Proposed Use: Single Family Residential.
- Development of Lots: For sale as lots.
- Water Supply: Yorba Linda Water District
1717 E. Miraloma Avenue, Placentia, CA 92870
- Sewage Disposal: City of Placentia Public Works (714) 993-8131
- Gas: Southern California Gas Co.
1919 S. State College Blvd., Anaheim, CA. 92806 (714) 634-3287
- Electricity: Southern California Edison Co.
14155 Bake Parkway, Irvine, CA. 92618 (949) 458-4414
- Telephone: AT&T
3939 E. Coronado St., 2nd. Floor, Anaheim, CA. 92807 (714) 666-5500
- Cable TV: Time-Warner Cable
7142 Chapman Ave., Garden Grove, CA. 92841 (714) 903-8245
- Flood Zone "X"
- Subdivider intends to comply with all requirements in Chapters 20,21,22.16 through 22.64 and other laws of the City in regards to construction and erosion control.



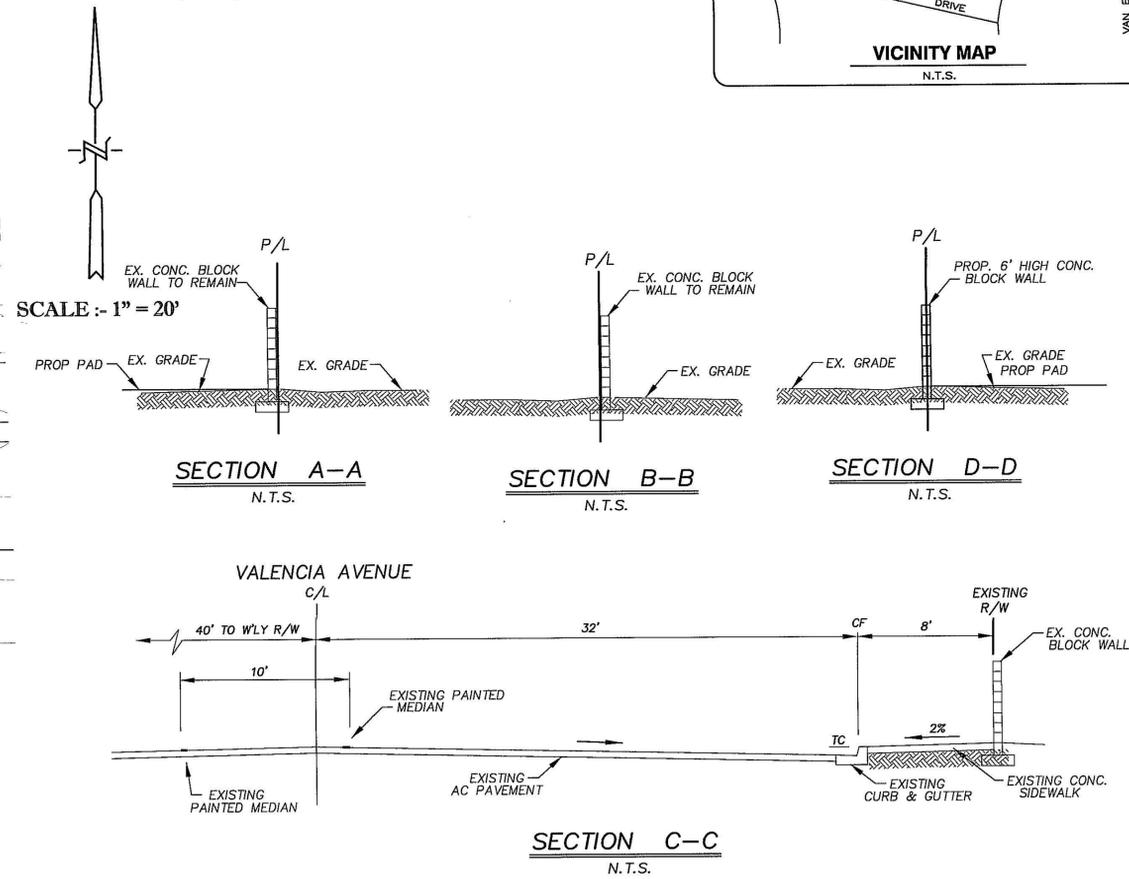
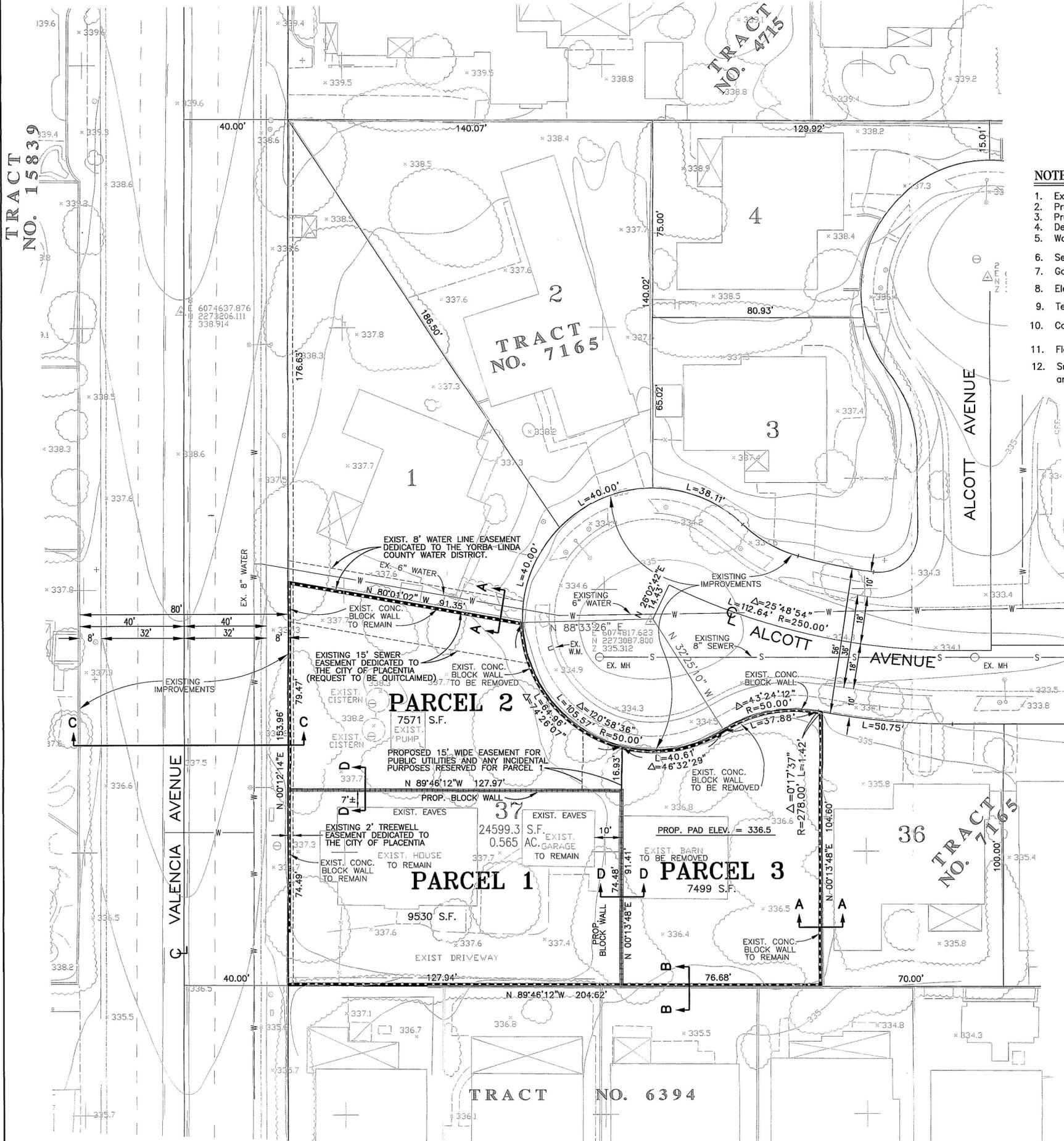
TRACT NO. 15839

TRACT NO. 4715

TRACT NO. 7165

TRACT NO. 7165

TRACT NO. 6394



SCALE: 1" = 20'

SECTION A-A
N.T.S.

SECTION B-B
N.T.S.

SECTION D-D
N.T.S.

VALENCIA AVENUE
C/L

SECTION C-C
N.T.S.

- ### LEGEND
- s- EXISTING SEWER LINE
 - w- EXISTING WATER LINE
 - o EXISTING FIRE HYDRANT
 - o EXISTING VALVE
 - EXISTING CONCRETE BLOCK WALL
 - o* EXISTING STREET LIGHT

PREPARED BY:
KING CIVIL ENGINEERING CORP.
101 S. KRAEMER BLVD., SUITE 232
PLACENTIA, CALIF. 92870
TEL. (714) 996-7010 FAX (714) 996-0322
kingcivil@earthlink.net

PREPARED FOR:
OWNER/SUBDIVIDER
JAN HENDERSON
1802 NORTH VALENCIA AVENUE
PLACENTIA, CALIFORNIA 92870
TEL. (714) 392-3784

I, THOMAS A. KING, DEPOSE AND STATE THAT JAN HENDERSON, OWNER OF THIS PROPERTY COMPRISING LOT 37 OF TRACT NO. 7165 AS SHOWN ON THIS MAP, HAS CONSENTED TO THE PREPARATION AND SUBMISSION OF THIS MAP.

THOMAS A. KING R.C.E. NO. 16916
DATED THIS 19 DAY OF OCTOBER, 2018





Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: EMERGENCY SERVICES COORDINATOR
DATE: JANUARY 15, 2018
SUBJECT: **CITY OF PLACENTIA DISASTER COUNCIL APPOINTMENTS**
FISCAL
IMPACT: NONE

SUMMARY:

Title 11- Emergency Organization of the City of Placentia Municipal Code creates the Placentia Disaster Council (PDC) and designates the Mayor to serve as the Chair of the Disaster Council. Additional members to this PDC shall be appointed by the Director of Emergency Services/Vice Chair (City Administrator), with the consent of the City Council. The Director of Emergency Services is recommending the appointment of Mayor Pro-Tem Ward Smith to serve on the reinstated PDC. This action will approve the appointment of Mayor Pro-Tem Smith to serve on the PDC.

RECOMMENDATION:

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

1. Review the appointment of Mayor Pro-Tem Smith, who shall serve as a general member, to serve on the Placentia Disaster Council; and
2. Direct staff to update all Emergency Services plans to reflect the new appointments of Mayor Shader and Mayor Pro-Tem Smith to the Placentia Disaster Council.

DISCUSSION:

Each year after the City Council reorganization and/or swearing in of new Councilmembers, the Mayor and City Council must consider appointments to numerous intergovernmental agencies, associations, and City subcommittees. The appointment of Councilmembers to the various agencies, associations and subcommittees were previously approved by the City Council via voice vote on December 18, 2018. However, it has come to Staff's attention that Placentia Disaster Council (PDC), has not been placed on the City Council appointment Committee/Commission list in several years and therefore action is required tonight to formally appoint an additional Councilmember to serve on the PDC.

1. h.
January 15, 2019

Due to the City's need to update its Emergency Operations Plan, Hazardous Mitigation Plan, prepare and carry out disaster related table-top exercises and other work plan items associated with emergency management, Staff is recommending that the Disaster Council resume its role and hold its first meeting in late January. In a review of Title 11 (Emergency Organization) of the Placentia Municipal Code (PMC) it has been determined that the Mayor shall automatically serve as Chair of the PDC, and additional members shall include: the Director of Emergency Services/Vice Chair (City Administrator), the Assistant Director of Emergency Services, Chiefs of Emergency Services (Department Heads in EOC operational roles) and representatives of civic, business, labor, veterans, professional or other organizations having an official group or organization emergency responsibility as may be appointed by the Director of Emergency Services with the advice and consent of the City Council.

Per Title 11 – Emergency Organization, Mayor Shader shall serve as the Chair of the PDC and the Director of Emergency Services is recommending the appointment of Mayor Pro-Tem Ward Smith to serve on the reinstated PDC. Although the PDC has been approved by Ordinance since 1974, no current member of the City Council has been designated as a member of the PDC; therefore, no member will need to be withdrawn from their appointment and/or given notice of replacement. Going forward, any additional Councilmember appointment to the PDC will be included within the Annual City Council Appointments to Intergovernmental Agencies, Associations, and Subcommittees in lieu of a separate appointment.

Prepared by:



Steven Torrence
Emergency Services Coordinator

Reviewed and approved:



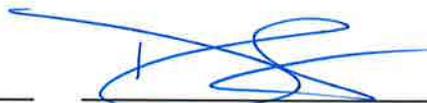
Darin Lenyi
Chief of Police

Reviewed and approved:



Kim Krause
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Ordinance 73-O-129 §3,1973
2. Title 11 Emergency Organization

**ORDINANCE NO. 73-0-129
AN ORDINANCE OF THE
CITY COUNCIL OF THE CITY
OF PLACENTIA RELATING
TO EMERGENCY ORGANIZATIONS AND FUNCTIONS.**

The City Council of the City of Placentia does ordain as follows:

SECTION 1. Purposes. The declared purposes of this ordinance are to provide for the preparation and carrying out of plans for the protection of persons and property within this City in the event of emergency; the direction of the emergency organization; and emergency functions of this City with all other public agencies and affected private persons, corporations with such emergency activities, including mutual aid activities, shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property of the City of Placentia.

SECTION 2. Definitions.

A. As used in this Ordinance, the term "emergency" shall mean the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within the City caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, or earthquake, or other conditions, including conditions resulting from war or imminent threat of war, but other than conditions resulting from a labor controversy, which conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of this City, requiring the combined forces of other political subdivisions to combat.

SECTION 3. Disaster Council Membership. The City of Placentia Disaster Council is hereby created and shall consist of the following:

A. The Mayor, who shall be Chairman.

B. The Director of Emergency Services, who shall be Vice-Chairman.

C. The Assistant Director of Emergency Services.

D. Such Chiefs of Emergency Services as are provided for by Resolution pursuant to this Ordinance.

E. Such representatives of civic, business, labor, veterans, professional or other organizations having an official group or organization emergency responsibility as may be appointed by the Director with the advice and consent of the City Council.

SECTION 4. Disaster Council Powers and Duties. It shall be the duty of the City of Placentia Disaster Council, and it is hereby empowered, to develop and recommend for adoption by the City Council, emergency and mutual aid plans and agreements and such ordinances and resolutions and rules and regulations as are necessary to implement such plans and agreements. The Disaster Council shall meet upon call of the Chairman or in his absence from the City or inability to call such meeting, upon the call of the Vice-Chairman.

SECTION 5. Director and Assistant Director of Emergency Services.

A. There is hereby created the office of Director of Emergency Services. The City Administrator shall be the Director.

B. There is hereby created the office of Assistant Director of Emergency Services, who shall be appointed by the Director, with the advice and consent of the City Council.

SECTION 6. Powers and Duties of the Director and Assistant Director of Emergency Services.

A. The Director is hereby empowered to:

(1) Request the City Council to proclaim the existence or threatened existence of a "local emergency"; if the City Council is in session, or to request chairman to issue such proclamation of the City Council is not in session, subject to confirmation by the City Council at the earliest practicable time;

(2) Request the Chairman to contact the Governor to proclaim a "state of emergency" when in the opinion of the Director the locally available resources are inadequate to cope with the emergency.

(3) Control and direct the effort of the emergency organization of this City for the accomplishment of the purposes of this Ordinance.

(4) Direct cooperation and coordination between the services and staff of the emergency organization of this City; and to resolve questions of authority and responsibility that may arise between them.

(5) Represent this City in all dealings with public or private agencies pertaining to emergencies as defined herein.

(6) In the event of the proclamation of a "local emergency" as herein provided, the proclamation of a "state of emergency" by the Governor or the Director of the State Office of Emergency Services, or the existence of a "state of war emergency" the Director is hereby empowered.

(a) To make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency; provided, however, such rules and regulations must be confirmed at the earliest practicable time by the City Council.

(b) To obtain vital supplies, equipment and such other properties found lacking and needed for the protection of the life and property of the people, and bind the City for the fair value thereof, and if required immediately, to commandeer the same for public use;

(c) To require emergency service of any City Officer or employee and, in the event of the proclamation of a "state of emergency" in the County in which the City is located, or the existence of a "state of war emergency", to command the aid of as many citizens of this community as he thinks necessary in the execution of his duties; such persons shall be entitled to all privileges, benefits and immunities as are provided by state law for registered disaster service workers;

(d) To requisition necessary personnel or material of any City department or agency; and

(e) To execute all of his ordinary powers as City Administrator, all of the special powers conferred upon him by

this ordinance or by Resolution or by Emergency Plan, pursuant hereto adopted by the City Council, all powers conferred upon him by any statute by any agreement, approved by the City Council, or by any other lawful authority, and in conformity with Section 38791 of the Government Code, to exercise complete authority over the City and to exercise all police power vested in the City by the Constitution and general laws.

B. The director of Emergency Services shall designate the order of succession to that office, to take effect in the event the Director is unavailable to attend meetings and otherwise perform his duties during an emergency. Such order of succession shall be approved by the City Council.

C. The Assistant Director shall, under the supervision of the Director and with the assistance of Emergency Service Chiefs, develop emergency plans and manage the emergency programs of this City; and shall have such other powers and duties as may be assigned by the Director.

SECTION 7. Emergency Organization. All officers and employees of this City, together with those volunteer forces enrolled to aid them during an emergency, and all groups, organizations and persons who may by agreement or operation of law, including persons impressed into service under the provisions of section 6.A.(6)(c), of this Ordinance, be charged with duties incident to the protection of life and property in this City during such emergency, shall constitute the emergency organization of the City of Placentia.

SECTION 8. Emergency Plan. The Placentia Disaster Council shall be responsible for the development of the City of Placentia Emergency Plan, which plan shall provide for the effective mobilization of all the resources of this City, both public and private to meet any condition constituting a local emergency, state of emergency, or state of war emergency; and shall provide for the organization, powers, and duties, services, and staff of the emergency organization. Such plan shall take effect upon adoption by Resolution of the City Council.

SECTION 9. Expenditures. Any expenditure made in connection with emergency activities, including mutual aid activities, shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property of the City of Placentia.

SECTION 10. Punishment of Violations. It shall be a misdemeanor, punishable by a fine of not to exceed \$500.00, or by imprisonment for not to exceed six months, or both, for any person during a disaster:

A. Wilfully to obstruct, hinder or delay any member of the emergency organization in the enforcement of any lawful rule or regulation issued pursuant to this Ordinance, or in the performance of any duty imposed upon him by virtue of this Ordinance.

B. To do any act forbidden by any lawful rules or regulations issued pursuant to this Ordinance, if such act is of such a nature as to give or be likely to give assistance to the enemy, or to imperil the lives or property of inhabitants of this City, or to prevent, hinder or delay the defense or protection hereof;

C. To wear, carry or display, without authority, any means of identification specified by the Emergency Agency of the State.

SECTION 11. Repeal of Conflicting Ordinance. Ordinance No. 207 - An Ordinance of the City Council of the City of Placentia Relating to Civil Defense and Disaster is hereby repealed upon the effective date of this Ordinance.

SECTION 12. Effective Date. This Ordinance shall become effective thirty (30) days from and after its passage.

SECTION 13. Severability. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

PASSED AND ADOPTED this 6th day of November, 1973

ROBERT LANGER
Mayor of the City of Placentia

Attest:
EDMUND M. PONCE
City Clerk

I, EDMUND M. PONCE, City Clerk of the City of Placentia, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of this City Council of the City of Placentia, held on the 16th day of October, 1973, and was finally passed at a regular meeting thereof on the 6th day of November 1973, by the following roll call vote:

AYES: COUNCILMEN:
GOMEZ, CALLAHAN, LYONS &
LANGER

NOES: COUNCILMEN:
NONE

ABSENT COUNCILMEN:
FINNELL (Out of Country on business)

EDMUND M. PONCE
City Clerk of the City of Placentia

THIS DOCUMENT IS A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

ATTEST: *Edmund M. Ponce*
CITY CLERK OF THE CITY OF PLACENTIA
ATTACHMENT F-121A

Title 11

EMERGENCY ORGANIZATION

Chapters:

- 11.04 General Provisions**
- 11.08 Disaster Council**
- 11.12 Director—Assistant**

Chapter 11.04**GENERAL PROVISIONS****Sections:**

11.04.010	Purpose.
11.04.020	Definitions.
11.04.030	Emergency organization composition.
11.04.040	Violations—Penalty.

11.04.010 Purpose.

The declared purposes of this title are to provide for the preparation and carrying out of plans for the protection of persons and property within this city in the event of emergency; the direction of the emergency organization; and emergency functions of this city with all other public agencies and affected private persons, corporations and organizations. Any expenditures made in connection with such emergency activities, including mutual aid activities, shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property of the city. (Ord. 73-O-129 § 1, 1973)

11.04.020 Definitions.

As used in this title, "emergency" means the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within the city caused by such conditions as air pollution, fire, flood, storm, epidemic, riot or earthquake, or other conditions, including conditions resulting from war or imminent threat of war, but other than conditions resulting from a labor controversy, which conditions are or are likely to be beyond the control of the services, personnel, equipment and facilities of this city, requiring the combined forces of other political subdivisions to combat. (Ord. 73-O-129 § 2, 1973)

11.04.030 Emergency organization composition.

All officers and employees of this city, together with those volunteer forces enrolled to aid them during an emergency, and all groups, organizations and persons who may by agreement or operation of law, including persons impressed into service under the provisions of Section 11.12.020(a)(6)(C), be charged with duties incident to the protection of life and property in this city during such emergency, shall constitute the emergency organization of the city. (Ord. 73-O-129 § 7, 1973)

11.04.040 Violations—Penalty.

It shall be a misdemeanor, punishable by a fine of not

to exceed \$500.00, or by imprisonment for not to exceed six months, or both, for any person during a disaster:

(1) Wilfully to obstruct, hinder or delay any member of the emergency organization in the enforcement of any lawful rule or regulation issued pursuant to this title, or in the performance of any duty imposed upon him by virtue of this title.

(2) To do any act forbidden by any lawful rules or regulations issued pursuant to this title, if such act is of such a nature as to give or be likely to give assistance to the enemy, or to imperil the lives or property of inhabitants of this city, or to prevent, hinder or delay the defense or protection thereof;

(3) To wear, carry or display, without authority, any means of identification specified by the Emergency Agency of the state. (Ord. 73-O-129 § 10, 1973)

Chapter 11.08

DISASTER COUNCIL

Sections:

- 11.08.010** **Membership.**
- 11.08.020** **Powers—Duties.**
- 11.08.030** **Emergency plan.**
- 11.08.040** **Expenditures.**

activities, including mutual aid activities, shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property of the city. (Ord. 73-O-129 § 9, 1973)

11.08.010 **Membership.**

The city disaster council is created and shall consist of the following:

- (1) The mayor, who shall be chairman;
- (2) The director of emergency services, who shall be vice-chairman;
- (3) The assistant director of emergency services;
- (4) Such chiefs of emergency services as are provided for by resolution pursuant to the ordinance codified herein;
- (5) Such representatives of civic, business, labor, veterans, professional or other organizations having an official group or organization emergency responsibility as may be appointed by the director with the advice and consent of the city council. (Ord. 73-O-129 § 3, 1973)

11.08.020 **Powers—Duties.**

It shall be the duty of the city disaster council, and it is hereby empowered, to develop and recommend for adoption by the city council, emergency and mutual aid plans and agreements and such ordinances and resolutions and rules and regulations as are necessary to implement such plans and agreements. The disaster council shall meet upon call of the chairman or in his absence from the city or inability to call such meeting, upon the call of the vice-chairman. (Ord. 73-O-129 § 4, 1973)

11.08.030 **Emergency plan.**

The Placentia disaster council shall be responsible for the development of the city emergency plan, which plan shall provide for the effective mobilization of all the resources of this city, both public and private to meet any condition constituting a local emergency, state of emergency or state of war emergency; and shall provide for the organization, powers and duties, services, and staff of the emergency organization. Such plan shall take effect upon adoption by resolution of the city council. (Ord. 73-O-129 § 8, 1973)

11.08.040 **Expenditures.**

Any expenditure made in connection with emergency

Chapter 11.12

DIRECTOR—ASSISTANT

Sections:

11.12.010 Created.

11.12.020 Powers.

11.12.010 Created.

(a) There is created the office of director of emergency services. The city administrator shall be the director.

(b) There is created the office of assistant director of emergency services, who shall be appointed by the director, with the advice and consent of the city council. (Ord. 73-O-129 § 5, 1973)

11.12.020 Powers.

(a) The director is empowered to:

(1) Request the city council to proclaim the existence or threatened existence of a local emergency, if the city council is in session, or to request chairman to issue such proclamation if the city council is not in session, subject to confirmation by the city council at the earliest practicable time;

(2) Request the chairman to contact the Governor to proclaim a state of emergency when in the opinion of the director the locally available resources are inadequate to cope with the emergency;

(3) Control and direct the effort of the emergency organization of this city for the accomplishment of the purposes of this title;

(4) Direct cooperation and coordination between the services and staff of the emergency organization of this city, and to resolve questions of authority and responsibility that may arise between them;

(5) Represent this city in all dealings with public or private agencies pertaining to emergencies as defined herein;

(6) In the event of the proclamation of a local emergency as herein provided, the proclamation of a state of emergency by the Governor or the Director of the State Office of Emergency Services, or the existence of a state of war emergency, the director is hereby empowered:

(A) To make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency; provided, however, such rules and regulations must be confirmed at the earliest practicable time by the city council,

(B) To obtain vital supplies, equipment and such other properties found lacking and needed for the protection of the life and property of the people, and bind the

city for the fair value thereof, and if required immediately, to commandeer the same for public use,

(C) To require emergency service of any city officer or employee and, in the event of the proclamation of a state of emergency in the county in which the city is located, or the existence of a state of war emergency, to command the aid of as many citizens of this community as he thinks necessary in the execution of his duties; such persons shall be entitled to all privileges, benefits and immunities as are provided by state law for registered disaster service workers,

(D) To requisition necessary personnel or material of any city department or agency, and

(E) To execute all of his ordinary powers as city administrator, all of the special powers conferred upon him by this title or by resolution or by emergency plan, pursuant hereto adopted by the city council, all powers conferred upon him by any statute, by any agreement, approved by the city council, or by any other lawful authority, and in conformity with Section 38791 of the Government Code, to exercise complete authority over the city and to exercise all police power vested in the city by the constitution and general laws.

(b) The director of emergency services shall designate the order of succession to that office, to take effect in the event the director is unavailable to attend meetings and otherwise perform his duties during an emergency. Such order of succession shall be approved by the city council.

(c) The assistant director shall, under the supervision of the director and with the assistance of emergency service chiefs, develop emergency plans and manage the emergency programs of this city; and shall have such other powers and duties as may be assigned by the director. (Ord. 73-O-129 § 6, 1973)



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF FINANCE

DATE: JANUARY 15, 2019

SUBJECT: **AGREEMENT WITH STATE OF CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION FOR ADMINISTRATION OF CITY OF PLACENTIA TRANSACTIONS AND USE TAX AND AGREEMENT FOR PREPARATION TO ADMINISTER AND OPERATE CITY OF PLACENTIA TRANSACTIONS AND USE TAX ORDINANCE**

FISCAL
IMPACT: PREPARATION TO ADMINISTER COSTS NOT-TO-EXCEED \$175,000
(ON-GOING ADMINSTRATIVE COSTS TO BE DETERMINED)

SUMMARY:

To receive funds from the City of Placentia's recently enacted Transactions and Use Tax, it is necessary for the City to contract with the State of California Franchise Tax Board for the administration of the Transactions and Use Tax (TUT). This action will approve two agreements necessary for the administration of the TUT.

RECOMMENDATION:

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

1. Approve Resolution No. R-2019-XX, A resolution of the City Council of the City of Placentia, California authorizing the City Administrator to execute agreements with the California Department of Tax and Fee Administration for implementation of a local transactions and use tax; and
2. Approve the agreement for Preparation to Administer and Operate City of Placentia's Transactions and Use Tax Ordinance; and
3. Approve the Agreement for State Administration of City of Placentia's Transactions and Use Taxes; and
4. Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

1. i.
January 15, 2019

DISCUSSION:

In preparation for the State of California Department of Tax and Fee Administration (CDTFA) to collect the City of Placentia's Transactions and Use Tax (TUT) it is necessary for the City to have an agreement in place with the CDTFA to process the transactions, collect the tax and distribute the tax back to the City. CDTFA will send a letter to each business taxpayer in the City informing them of the new requirement. They will also include the City's TUT in press releases in our area informing the public of the new tax and include an article in their quarterly Tax Information Bulletin which is received by most accountants and tax professionals. This will assist the City in getting the word out about the new TUT. CDTFA will begin collecting the TUT on April 1, 2019. The City should receive the first payments in June 2019.

CDTFA will need to modify their online systems to recognize the new TUT for the City of Placentia and requires an agreement for the "Preparation to Administer and Operate City of Placentia Transactions and Use Tax Ordinance". At this time, CDTFA cannot provide an exact cost for this work to be performed; however, all jurisdictions which have a new tax to be added to the sales tax rolls will split this one-time cost. Additionally, the statute that governs this fee includes a "not-to-exceed" amount of \$175,000 per jurisdiction (Revenue and Taxation Code Section 7272).

FISCAL IMPACT:

There are two fees associated with administration of the City's TUT. The fiscal impact for the one-time "Preparation to Administer and Operate City of Placentia Transactions and Use tax" is not to exceed amount of \$175,000.

There is an on-going administration fee for jurisdictions which have an additional TUT and this fee is also split between all jurisdictions with said additional taxes. This administration fee would be deducted each month from our TUT before CDTFA forwards the funds. Until the City's TUT is in place along with other jurisdiction's additional taxes, CDTFA is not able to give us an exact percentage, but the amount is typically within the 1% range.

Prepared by:



Matt Reynolds
Senior Management Analyst

Reviewed and approved:



Kim Krause
Finance Director

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Agreement for Preparation to Administer and Operate City of Placentia Transactions and Use Tax Ordinance
2. Agreement for State Administration of City of Placentia Transactions and Use Taxes
3. Resolution No. R-2019-XX

**AGREEMENT FOR PREPARATION TO ADMINISTER AND OPERATE
CITY'S TRANSACTIONS AND USE TAX ORDINANCE**

In order to prepare to administer a transactions and use tax ordinance adopted in accordance with the provision of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code, the City of Placentia, hereinafter called *City*, and the CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION, hereinafter called *Department*, do agree as follows:

1. The Department agrees to enter into work to prepare to administer and operate a transactions and use tax in conformity with Part 1.6 of Division 2 of the Revenue and Taxation Code which has been approved by a majority of the electors of the City and whose ordinance has been adopted by the City.

2. City agrees to pay to the Department at the times and in the amounts hereinafter specified all of the Department's costs for preparatory work necessary to administer the City's transactions and use tax ordinance. The Department's costs for preparatory work include costs of developing procedures, programming for data processing, developing and adopting appropriate regulations, designing and printing forms, developing instructions for the Department's staff and for taxpayers, and other appropriate and necessary preparatory costs to administer a transactions and use tax ordinance. These costs shall include both direct and indirect costs as specified in Section 11256 of the Government Code.

3. Preparatory costs may be accounted for in a manner which conforms to the internal accounting and personnel records currently maintained by the Department. The billings for costs may be presented in summary form. Detailed records of preparatory costs will be retained for audit and verification by the City.

4. Any dispute as to the amount of preparatory costs incurred by the Department shall be referred to the State Director of Finance for resolution, and the Director's decision shall be final.

5. Preparatory costs incurred by the Department shall be billed by the Department periodically, with the final billing within a reasonable time after the operative date of the ordinance. City shall pay to the Department the amount of such costs on or before the last day of the next succeeding month following the month when the billing is received.

6. The amount to be paid by City for the Department's preparatory costs shall not exceed one hundred seventy-five thousand dollars (\$175,000) (Revenue and Taxation Code Section 7272.)

7. Communications and notices may be sent by first class United States mail. Communications and notices to be sent to the Department shall be addressed to:

California Department of Tax and Fee Administration
P.O. Box 942879 MIC: 27
Sacramento, California 94279-0027

Attention: Supervisor
Local Revenue Branch

Communications and notices to be sent to City shall be addressed to:

City of Placentia
401 E. Chapman Avenue
Placentia, CA 92870
ATTEN: Finance Director

8. The date of this agreement is the date on which it is approved by the Department of General Services. This agreement shall continue in effect until the preparatory work necessary to administer City's transactions and use tax ordinance has been completed and the Department has received all payments due from City under the terms of this agreement.

CITY OF PLACENTIA

CALIFORNIA DEPARTMENT OF TAX
AND FEE ADMINISTRATION

By _____
(Signature)

By _____
Administrator

Damien R. Arrula
(Typed Name)

City Administrator
(Title)

**AGREEMENT FOR STATE ADMINISTRATION
OF CITY TRANSACTIONS AND USE TAXES**

The City Council of the City of Placentia as adopted, and the voters of the City of Placentia (hereafter called "City" or "District") have approved by the required majority vote, the City of Placentia Transactions and Use Tax Ordinance (hereafter called "Ordinance"), a copy of which is attached hereto. To carry out the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code and the Ordinance, the California State Department of Tax and Fee Administration, (hereinafter called the "Department") and the City do agree as follows:

**ARTICLE I
DEFINITIONS**

Unless the context requires otherwise, wherever the following terms appear in the Agreement, they shall be interpreted to mean the following:

1. "District taxes" shall mean the transactions and use taxes, penalties, and interest imposed under an ordinance specifically authorized by Revenue and Taxation code Section _____, and in compliance with Part 1.6, Division 2 of the Revenue and Taxation Code.

2. "City Ordinance" shall mean the City's Transactions and Use Tax Ordinance referred to above and attached hereto, Ordinance No. O-2018-08, as amended from time to time, or as deemed to be amended from time to time pursuant to Revenue and Taxation Code Section 7262.2.

**ARTICLE II
ADMINISTRATION AND COLLECTION
OF CITY TAXES**

A. Administration. The Department and City agree that the Department shall perform exclusively all functions incident to the administration and operation of the City Ordinance.

B. Other Applicable Laws. City agrees that all provisions of law applicable to the administration and operation of the Department Sales and Use Tax Law which are not inconsistent with Part 1.6 of Division 2 of the Revenue and Taxation Code shall be applicable to the administration and operation of the City Ordinance. City agrees that money collected pursuant to the City Ordinance may be deposited into the State Treasury to the credit of the Retail Sales Tax Fund and may be drawn from that Fund for any authorized purpose, including making refunds, compensating and reimbursing the Department pursuant to Article IV of this Agreement, and transmitting to City the amount to which City is entitled.

C. Transmittal of money.

1. For the period during which the tax is in effect, and except as otherwise provided herein, all district taxes collected under the provisions of the City Ordinance shall be transmitted to City periodically as promptly as feasible, but not less often than twice in each calendar quarter.

2. For periods subsequent to the expiration date of the tax whether by City's self-imposed limits or by final judgment of any court of the State of California holding that City's ordinance is invalid or void, all district taxes collected under the provisions of the City Ordinance shall be transmitted to City not less than once in each calendar quarter.

3. Transmittals may be made by mail or electronic funds transfer to an account of the City designated and authorized by the City. A statement shall be furnished at least quarterly indicating the amounts withheld pursuant to Article IV of this Agreement.

D. Rules. The Department shall prescribe and adopt such rules and regulations as in its judgment are necessary or desirable for the administration and operation of the City Ordinance and the distribution of the district taxes collected thereunder.

E. Preference. Unless the payor instructs otherwise, and except as otherwise provided in this Agreement, the Department shall give no preference in applying money received for state sales and use taxes, state-administered local sales and use taxes, and district transactions and use taxes owed by a taxpayer, but shall apply moneys collected to the satisfaction of the claims of the State, cities, counties, cities and counties, redevelopment agencies, other districts, and City as their interests appear.

F. Security. The Department agrees that any security which it hereafter requires to be furnished by taxpayers under the State Sales and Use Tax Law will be upon such terms that it also will be available for the payment of the claims of City for district taxes owing to it as its interest appears. The Department shall not be required to change the terms of any security now held by it, and City shall not participate in any security now held by the Department.

G. Records of the Department.

When requested by resolution of the legislative body of the City under section 7056 of the Revenue and Taxation Code, the Department agrees to permit authorized personnel of the City to examine the records of the Department, including the name, address, and account number of each seller holding a seller's permit with a registered business location in the City, pertaining to the ascertainment of transactions and use taxes collected for the City. Information obtained by the City from examination of the Department's records shall be used by the City only for purposes related to the collection of transactions and use taxes by the Department pursuant to this Agreement.

H. Annexation. City agrees that the Department shall not be required to give effect to an annexation, for the purpose of collecting, allocating, and distributing District transactions and use taxes, earlier than the first day of the calendar quarter which commences not less than two months after notice to the Department. The notice shall include the name of the county or counties annexed to the extended City boundary. In the event the City shall annex an area, the boundaries of which are not coterminous with a county or counties, the notice shall include a description of the area annexed and two maps of the City showing the area annexed and the location address of the property nearest to the extended City boundary on each side of every street or road crossing the boundary.

ARTICLE III
ALLOCATION OF TAX

A. Allocation. In the administration of the Department's contracts with all districts that impose transactions and use taxes imposed under ordinances, which comply with Part 1.6 of Division 2 of the Revenue and Taxation Code:

1. Any payment not identified as being in payment of liability owing to a designated district or districts may be apportioned among the districts as their interest appear, or, in the discretion of the Department, to all districts with which the Department has contracted using ratios reflected by the distribution of district taxes collected from all taxpayers.

2. All district taxes collected as a result of determinations or billings made by the Department, and all amounts refunded or credited may be distributed or charged to the respective districts in the same ratio as the taxpayer's self-declared district taxes for the period for which the determination, billing, refund or credit applies.

B. Vehicles, Vessels, and Aircraft. For the purpose of allocating use tax with respect to vehicles, vessels, or aircraft, the address of the registered owner appearing on the application for registration or on the certificate of ownership may be used by the Department in determining the place of use.

ARTICLE IV COMPENSATION

The City agrees to pay to the Department as the State's cost of administering the City Ordinance such amount as is provided for by law. Such amounts shall be deducted from the taxes collected by the Department for the City.

ARTICLE V MISCELLANEOUS PROVISIONS

A. Communications. Communications and notices may be sent by first class United States mail to the addresses listed below, or to such other addresses as the parties may from time to time designate. A notification is complete when deposited in the mail.

Communications and notices to be sent to the Department shall be addressed to:

California State Department of Tax and Fee Administration
P.O. Box 942879
Sacramento, California 94279-0027

Attention: Administrator
Local Revenue Branch

Communications and notices to be sent to the City shall be addressed to:

City of Placentia
401 E. Chapman Avenue
Placentia, CA 92870
ATTEN: Finance Director

Unless otherwise directed, transmittals of payment of District transactions and use taxes will be sent to the address above.

B. Term. The date of this Agreement is the date on which it is approved by the Department of General Services. The Agreement shall take effect on April 1, 2019. This Agreement shall continue until December 31 next following the expiration date of the City Ordinance, and shall thereafter be renewed automatically from year to year until the Department completes all work necessary to the administration of the City Ordinance and has received and disbursed all payments due under that Ordinance.

C. Notice of Repeal of Ordinance. City shall give the Department written notice of the repeal of the City Ordinance not less than 110 days prior to the operative date of the repeal.

ARTICLE VI
ADMINISTRATION OF TAXES IF THE
ORDINANCE IS CHALLENGED AS BEING INVALID

A. Impoundment of funds.

1. When a legal action is begun challenging the validity of the imposition of the tax, the City shall deposit in an interest-bearing escrow account, any proceeds transmitted to it under Article II. C., until a court of competent jurisdiction renders a final and non-appealable judgment that the tax is valid.

2. If the tax is determined to be unconstitutional or otherwise invalid, the City shall transmit to the Department the moneys retained in escrow, including any accumulated interest, within ten days of the judgment of the trial court in the litigation awarding costs and fees becoming final and non-appealable.

B. Costs of administration. Should a final judgment be entered in any court of the State of California, holding that City's Ordinance is invalid or void, and requiring a rebate or refund to taxpayers of any taxes collected under the terms of this Agreement, the parties mutually agree that:

1. Department may retain all payments made by City to Department to prepare to administer the City Ordinance.

2. City will pay to Department and allow Department to retain Department's cost of administering the City Ordinance in the amounts set forth in Article IV of this Agreement.

3. City will pay to Department or to the State of California the amount of any taxes plus interest and penalties, if any, that Department or the State of California may be required to rebate or refund to taxpayers.

4. City will pay to Department its costs for rebating or refunding such taxes, interest, or penalties. Department's costs shall include its additional cost for developing procedures for processing the rebates or refunds, its costs of actually making these refunds, designing and printing forms, and developing instructions for Department's staff for use in making these rebates or refunds and any other costs incurred by Department which are reasonably appropriate or necessary to make those rebates or refunds. These costs shall include Department's direct and indirect costs as specified by Section 11256 of the Government Code.

5. Costs may be accounted for in a manner, which conforms to the internal accounting, and personnel records currently maintained by the Department. The billings for such costs may be presented in summary form. Detailed records will be retained for audit and verification by City.

6. Any dispute as to the amount of costs incurred by Department in refunding taxes shall be referred to the State Director of Finance for resolution and the Director's decision shall be final.

7. Costs incurred by Department in connection with such refunds shall be billed by Department on or before the 25th day of the second month following the month in which the judgment of a court of the State of California holding City's Ordinance invalid or void becomes final. Thereafter Department shall bill City on or before the 25th of each month for all costs incurred by Department for the preceding calendar month. City shall pay to Department the amount of such costs on or before the last day of the succeeding month and shall pay to Department the total amount of taxes, interest, and penalties refunded or paid to taxpayers, together with Department costs incurred in making those refunds.

CITY OF PLACENTIA

CALIFORNIA STATE DEPARTMENT OF
TAX AND FEE ADMINISTRATION

By _____
(Signature)

By _____
Administrator

Damien R. Arrula
(Typed Name)

City Administrator
(Title)

RESOLUTION NO. R-2019-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION FOR IMPLEMENTATION OF A LOCAL TRANSACTIONS AND USE TAX

A. Recitals

(i). WHEREAS, on November 13, 2018 the City Council approved Ordinance No. 0-2018-08 amending the City Municipal Code and providing for a local transactions and use tax; and

(ii). WHEREAS, the California Department of Tax and Fee Administration (Department) administers and collects the transactions and use taxes for applicable jurisdictions within the state; and

(iii). WHEREAS, the Department will be responsible to administer and collect the transactions and use tax for the City; and

(iv). WHEREAS, the Department requires that the City enter into a "Preparatory Agreement" and an "Administration Agreement" prior to implementation of said taxes; and

(v). WHEREAS, the Department requires that the City Council authorize the agreements;

B. Resolution

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

1. The "Preparatory Agreement" attached as Exhibit A and the "Administrative Agreement" attached as Exhibit B are hereby approved and the City Administrator is hereby authorized to execute each agreement

APPROVED and ADOPTED this 15th day of January 2019.

Rhonda Shader, Mayor

ATTEST:

Patrick J. Melia, City Clerk

Resolution R-2019-02

Page 1 of 2

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 15th day of January 2019 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



Successor Agency to the Redevelopment Agency of the City of Placentia

AGENDA REPORT

TO: SUCCESSOR AGENCY

VIA: CITY ADMINISTRATOR/EXECUTIVE DIRECTOR

FROM: SUCCESSOR AGENCY STAFF

DATE: JANUARY 15, 2019

SUBJECT: **RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 19-20) FOR JULY 1, 2019 THROUGH JUNE 30, 2020**

FISCAL
IMPACT:

RPTTF FUNDED NON-ADMIN OBLIGATIONS:	\$1,945,253
RPTTF FUNDED ADMINISTRATIVE OVERHEAD:	<u>\$ 250,000</u>
TOTAL ROPS 19-20 EXPENDITURE REQUEST:	\$2,195,253

SUMMARY:

Pursuant to Health and Safety Code ("HSC") 34177 (l), successor agencies are required to prepare and submit a Recognized Obligation Payment Schedule ("ROPS") detailing each enforceable obligation that requires property tax revenue to satisfy debt of the former Redevelopment Agency for a twelve-month reporting period. This action respectfully requests the Successor Agency's review and approval of the ROPS 19-20, which covers the twelve-month reporting period of July 1, 2019 through June 30, 2020.

RECOMMENDATION:

It is recommended that the Successor Agency take the following action:

1. Approve Resolution SA-2019-01, A Resolution of the City Council of the City of Placentia, California, Acting as the Successor Agency to the Redevelopment Agency of the City of Placentia, California, approving and adopting the Recognized Obligation Payment Schedule for the period of July 1, 2019 to June 30, 2020 (ROPS 19-20).

DISCUSSION:

Pursuant to HSC 34177 (l), the Successor Agency is required to prepare a ROPS that identifies the enforceable obligations of the former Redevelopment Agency and the sources of funds for the repayments. ROPS 19-20, covering the period of July 1, 2019 through June 30, 2020, must be approved by the Countywide Oversight Board of the County of Orange ("Countywide Oversight Board") and submitted to the State Department of Finance ("DOF") no later than February 1, 2019. The Countywide Oversight Board Meeting will be held on Tuesday, January 29, 2019 and submitted to the DOF prior to February 1, 2019. Pursuant to Health and Safety Code 34177(m), the DOF has 45 days from submission after Countywide Oversight Board approval to review the

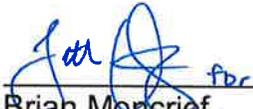
1. j.
January 15, 2019

ROPS and object to any enforceable obligations. If the ROPS is not submitted by the deadline, the City is subject to a \$10,000 fine for every day the ROPS is late and the administrative cost allowance for the Successor Agency is reduced by 25% after 10 days. At this time, Staff has prepared the ROPS 19-20 for the Successor Agency Board's review and approval.

FISCAL IMPACT:

Proposed ROPS 19-20 expenditures to be paid from the Redevelopment Property Tax Trust Fund (RPTTF) total \$2,195,253. Non-administrative enforceable obligations total \$1,945,253, while the administrative overhead request totals \$250,000. The administrative overhead request represents the total allocation the Successor Agency is authorized to receive pursuant to Health and Safety Code 34171.

Prepared by:



Brian Moncrief,
Staff to Successor Agency

Reviewed and approved:



Jeannette Ortega,
Assistant to the City Administrator/
Economic Development Manager

Reviewed and approved:



Henry Chao, CPA
Acting Accounting Manager

Reviewed and approved:



Kim Krause,
Director of Finance

Reviewed and approved:



Damien R. Arrula,
City Administrator/Executive Director

Attachments:

1. Successor Agency Board Resolution SA-2019-01
2. Recognized Obligation Payment Schedule for July 1, 2019 to June 30, 2020 (ROPS 19-20)

RESOLUTION NO. RSA-2019-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, ACTING AS THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF PLACENTIA, APPROVING AND ADOPTING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD OF JULY 1, 2019 TO JUNE 30, 2020 (ROPS 19-20)

A. Recitals.

(i) On December 29, 2011, the California Supreme Court delivered its decision in California Redevelopment Association v. Matosantos, finding ABx1 26 ("Dissolution Act") largely constitutional.

(ii) The Dissolution Act and the California Supreme Court's decision in California Redevelopment Association v. Matosantos, all California redevelopment agencies, including the Redevelopment Agency for the City of Placentia ("former Agency"), were dissolved on February 1, 2012.

(iii) On January 17, 2012, the Placentia City Council adopted Resolution No. R-2012-03 accepting for the City, the role of Successor Agency to the former Redevelopment Agency ("Successor Agency").

(iv) California Health and Safety Code § 34177 provides that before each twelve-month fiscal period, successor agencies to former redevelopment agencies must prepare a Recognized Obligation Payment Schedule ("ROPS") for the enforceable obligations of a former redevelopment agency. The next twelve-month period for which a ROPS is required is the period that commences on July 1, 2019 and ends on June 30, 2020 ("ROPS 19-20").

(v) The City Council, in its capacity as the Successor Agency, desires to adopt this Resolution approving the ROPS 19-20 in accordance with California Health and Safety Code § 34177, which covers the twelve-month fiscal period that commences on July 1, 2019 and ends on June 30, 2020.

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

B. Resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, ACTING AS THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF PLACENTIA, DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

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

2. The City Council, acting in its capacity as the Successor Agency, approves and authorizes transmittal of the ROPS 19-20, covering the period of July 1, 2019 through June 30, 2020, in substantially the form attached hereto as Exhibit "A", as required by State law.

3. In retaining the responsibilities of the Redevelopment Agency of the City of Placentia as provided in California Health and Safety Code § 34177, the City Council expressly determines, recognizes, reaffirms, and ratifies the statutory limitation on the City and the City Council's liability in retaining the responsibilities of the Redevelopment Agency of the City of Placentia under AB X1 26, AB 1484, and SB 107. Nothing in this Resolution shall be construed as a commitment, obligation, or debt of the City or any resources, funds, or assets of the City to fund the City's service as the Successor Agency to the Redevelopment Agency of the City of Placentia as provided in this Resolution.

4. The City Administrator, or his designee, hereby is authorized and directed to submit the ROPS 19-20 set forth in Exhibit "A" to the Oversight Board for approval and transmittal to all required County and State agencies as well as to post the ROPS 19-20 on the Successor Agency's website.

PASSED, APPROVED and ADOPTED THIS 15TH DAY OF JANUARY 2019.

Rhonda Shader, Chairman

ATTEST:

Patrick J. Melia, Agency Secretary

I, Patrick J. Melia, Secretary of the Successor Agency to the Redevelopment Agency of the City of Placentia do hereby certify that the foregoing Resolution No. RSA-2019-01 was adopted at a regular meeting of the City Council acting as the Successor Agency to the Redevelopment Agency of the City of Placentia held on the 15th day of January 2019 by the following vote:

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

Patrick J. Melia, Agency Secretary

APPROVED AS TO FORM:

Christian L. Bettenhausen, General Counsel

Exhibit A:

Recognized Obligation Payment Schedule for July 1, 2019 to June 30, 2020
(ROPS 19-20)

(SEE STAFF REPORT ATTACHMENT 2)

**Recognized Obligation Payment Schedule (ROPS 19-20) - Summary
Filed for the July 1, 2019 through June 30, 2020 Period**

Successor Agency: Placentia
County: Orange

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	19-20A Total (July - December)	19-20B Total (January - June)	ROPS 19-20 Total
A Enforceable Obligations Funded as Follows (B+C+D):	\$ -	\$ -	\$ -
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	-	-	-
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G):	\$ 698,413	\$ 1,496,840	\$ 2,195,253
F RPTTF	573,413	1,371,840	1,945,253
G Administrative RPTTF	125,000	125,000	250,000
H Current Period Enforceable Obligations (A+E):	\$ 698,413	\$ 1,496,840	\$ 2,195,253

Certification of Oversight Board Chairman:
Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title
/s/ _____
Signature Date

Placentia Recognized Obligation Payment Schedule (ROPS 19-20) - Report of Cash Balances
July 1, 2016 through June 30, 2017
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation. For tips on how to complete the Report of Cash Balances Form, see Cash Balance Tips Sheet.

A	B	C	D	E	F	G	H
		Fund Sources					
		Bond Proceeds		Reserve Balance	Other Funds	RPTTF	
	ROPS 16-17 Cash Balances (07/01/16 - 06/30/17)	Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, Grants, Interest, etc.	Non-Admin and Admin	Comments
1	Beginning Available Cash Balance (Actual 07/01/16) RPTTF amount should exclude "A" period distribution amount		0			0	
2	Revenue/Income (Actual 06/30/17) RPTTF amount should tie to the ROPS 16-17 total distribution from the County Auditor-Controller		274			1,899,537	
3	Expenditures for ROPS 16-17 Enforceable Obligations (Actual 06/30/17)					1,364,537	
4	Retention of Available Cash Balance (Actual 06/30/17) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)		274			535,000	
5	ROPS 16-17 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 16-17 PPA form submitted to the CAC	No entry required					
6	Ending Actual Available Cash Balance (06/30/17) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)						
		\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF COMMUNITY SERVICES

DATE: JANUARY 15, 2019

SUBJECT: **EXCLUSIVE NEGOTIATING AGREEMENT WITH OERP, LLC FOR REAL PROPERTY LOCATED AT 527 FEE ANA STREET FOR PROPOSED REGIONAL NAVIGATION CENTER**

FISCAL

IMPACT: \$130,000 (Letter Agreement)
No General Fund dollars will be used.

SUMMARY:

The crisis of unsheltered homelessness is one that impacts an entire community, both those experiencing homelessness and the broader community of housed residents, businesses and neighborhoods. According to the most recent 2017 Point-in-Time count conducted by the County of Orange, approximately 4,792 people in Orange County experienced homelessness (2,584 of whom were unsheltered) on any given night. This represents a 7% increase from 2015.

In an effort to comply with a Federal Mandate as well as a recent case law, *Martin v. Boise* (2018), the North Orange County Cities (the Cities), comprised of the cities of Placentia, Anaheim, Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Los Alamitos, Orange, Villa Park, Stanton, and Yorba Linda are collaborating on a regional approach to address homelessness. Based on the local mandate by U.S. District Federal Judge David Carter, the Cities are required to work on a homeless housing plan for the region, which shall include creating Navigation Centers designed to house and service North Orange County's homeless population. If cities do not comply with the mandate to add emergency housing, they will not legally be able to keep the homeless from creating an encampment in public areas, such as city halls, senior centers, parks and neighborhood sidewalks, including sidewalks in front of residents' homes.

The City has identified real property at 527 Fee Ana Street (Assessor Parcel Number 346-015-07), (the Property) as a potential development of a Navigation Center. This action tonight approves an Exclusive Negotiating Agreement (ENA) with the private property owner, OERP, LLC (the Owner) to allow the City to complete its due diligence on the Property. The due diligence includes a comprehensive environmental review of the Property, ongoing community input and feedback, and funding viability for the construction and ongoing operations of the Navigation Center. As part of the ENA, a good faith deposit of One Hundred and Thirty Thousand Dollars (\$130,000) will be made to the Owner to pay for actual and reasonable costs associated with the negotiation and preparation of a Purchase and Sale Agreement/Development Agreement.

3. a.

January 15, 2019

Funding for this deposit is made entirely by a Letter Agreement between the cities of Placentia, Fullerton and Orange. The Letter Agreement is currently being prepared and reviewed by each City's respective legal counsel. It is important to note, execution of the ENA will not bind the City to purchase, develop, or operate the Property as a Navigation Center.

RECOMMENDATION:

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

1. Execute an Exclusive Negotiating Agreement (ENA) with OERP, LLC for real property located at 527 Fee Ana Street; 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 crisis of unsheltered homelessness is one that impacts an entire community, both those experiencing homelessness and the broader community of housed residents, businesses and neighborhoods. According to the most recent 2017 Point-in-Time count conducted by the County of Orange, approximately 4,792 people in Orange County experienced homelessness (2,584 of whom were unsheltered) on any given night. This represents a 7% increase from 2015.

In an effort to comply with a Federal Mandate as well as a recent case law, *Martin v. Boise* (2018), The Cities, comprised of the cities of Placentia, Anaheim, Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Los Alamitos, Orange, Villa Park, Stanton, and Yorba Linda are collaborating on a regional approach to address homelessness. Based on the local mandate by U.S. District Federal Judge David Carter, the Cities are required to work on a homeless housing plan for the region, which shall include creating Navigation Centers designed to house and service North Orange County cities' homeless population. The requirement is to create Navigation Centers that would provide comprehensive supportive services including vocational services, recreational services, mental health, transportation services and 200 beds to the homeless residents of the North Orange County region. If cities do not comply with the mandate to add emergency housing, they will not legally be able to keep the homeless from creating an encampment in public areas, such as city halls, senior centers, parks and neighborhood sidewalks, including sidewalks in front of residents' homes.

The City has utilized a variety of tools to enforce the City's anti-camping laws for the above mentioned public spaces. The City's ability to address homelessness has been significantly diminished based upon the *Martin v. Boise* (2018) ruling by the Ninth Circuit Court of Appeals on September 2, 2018. The ruling asserted that the City of Boise's camping and disorderly conduct ordinance was unconstitutional, relying upon the U.S. Supreme Court precedent that it is cruel and unusual to criminalize a person's status, as opposed to his or her conduct. Ultimately, the Ninth Circuit Court of Appeals ruled that these types of Ordinances violated the Eighth Amendment when enforced against those who have been forced to sleep outdoors because they cannot obtain shelter.

This decision along with the recent Orange County Federal Court case presiding under Judge Carter significantly limits the City's ability to manage and control homeless proliferation and public camping in our community. In order to comply with these Federal requirements and court decisions, and to ensure that the City maintains local control over enforcement of its own anti-camping ordinance in public areas, including public sidewalks, the City of Placentia along with the North Orange County cities have identified two potential locations for Navigation Centers – one in Placentia and one in Buena Park. The Placentia location is identified as real property located at 527 Fee Ana Street (Assessor Parcel Number 346-015-07), (the Property).

The Owner has agreed to enter into an ENA with the City for a period of ninety (90) days. The ENA period will allow the City to complete its due diligence on the Property. The due diligence process includes a comprehensive environmental review of the Property, community input and feedback, and funding viability for the construction and ongoing operations of the Navigation Center. As part of the ENA, a good faith deposit of \$130,000 will be made to the Owner to pay for actual and reasonable costs associated with the negotiation and preparation of a Purchase and Sale Agreement/Development Agreement (the Deposit). Funding for this Deposit is provided entirely via Letter Agreement between the cities of Placentia, Fullerton and Orange. The Letter Agreement is currently being prepared and reviewed by each City's respective legal counsel.

More specifically, the final location of the Navigation Center will be determined by identifying a location that is suitable for safely housing homeless as well as addressing the following factors: proximity to residential areas, residential concerns, cost of construction, and well-managed operations. In addition, the proposed Navigation Center will be contingent upon receiving additional grant funding for the acquisition, construction improvements and ongoing operations and maintenance of the Navigation Centers. The City of Placentia will not be using any General Fund dollars for the Navigation Center in the City and has thus far secured \$5,650,000 in grant funding by the Orange County Continuum of Care as part of the State of California's Homeless Emergency Aid Program (HEAP).

The management and operational plan for the two proposed Navigation Centers will specify certain requirements to ensure local control for providing safe and secure housing as well as providing comprehensive programs and services. The Navigation Centers will be referral-only based facilities with managed and controlled access in and out. The proposed Navigation Centers will work not only to house the homeless, but to provide health resources, job and social skills, and opportunities to reunite with friends and family, with the goal of integrating North Orange County's homeless to become productive members of society while decreasing the number of homeless in public areas.

A comprehensive Memorandum of Understand (MOU) by the Cities is currently being developed and will be presented to the City Council in February 2019. The MOU will outline the acquisition costs, construction improvements and ongoing operational costs and maintenance of the two proposed Navigation Centers. Below is a tentative schedule for the proposed Navigation Center in the City of Placentia:

Date	Description
January 15, 2019	Enter into Exclusive Negotiating Agreement (expires April 15, 2019)
January 17, 2019	Good Faith Deposit of \$130,000
January 17, 2019	Due Diligence Period
January, 2019	Community Meeting (1 of 2)
February, 2019	Community Meeting (2 of 2)
February, 2019	Memorandum of Understanding by all North Orange County Cities
March, 2019	Purchase and Sale Agreement to the City Council
March, 2019	Open Escrow
April, 2019	Close Escrow
April, 2019	Draft Request for Proposals for Contractor Tenant Improvements & Site Operator
May, 2019	Release Request for Proposals for Contractor Tenant Improvements & Site Operator
June, 2019	Award Contract for Contractor Tenant Improvements
July, 2019	Award Contract for Site Operator
September, 2019	Tenant Improvements Completed
Late, 2019	Grand Opening of Navigation Center

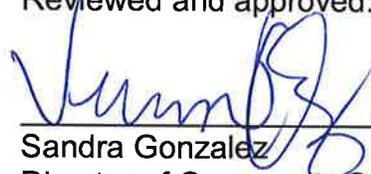
FISCAL IMPACT:

As part of the proposed ENA, the City would be required to provide the Owner with an initial deposit of \$130,000, which will be used to pay actual and reasonable costs associated with the negotiation and preparation of a Purchase and Sale Agreement/Development Agreement that are incurred during the term of the ENA. Funding for this deposit is made entirely by a Letter Agreement between the cities of Placentia, Fullerton and Orange. No General Fund dollars will be used for this item.

Prepared by:


 Jeannette Ortega
 Assistant to the City Administrator/
 Economic Development Manager

Reviewed and approved:

 for Sandra
 Sandra Gonzalez
 Director of Community Services *Gonzalez*

Reviewed and approved:


 Damien R. Arrula
 City Administrator

Attachment:

Exclusive Negotiating Agreement

EXCLUSIVE NEGOTIATING AGREEMENT

This EXCLUSIVE NEGOTIATING AGREEMENT ("Agreement"), dated as of this 15th day of January, 2019 is by and between the City of Placentia, a California Charter City ("City"), and OERP LLC ("Owner"), together the "Parties." For and in consideration of the mutual covenants and promises set forth herein, the Parties agree as set forth below, with reference to the following facts:

RECITALS

A. The City is a charter city and California municipal corporation exercising powers and organized and existing under the California Constitution.

B. City has expressed interest to purchase certain real property, located in the City of Placentia. The Property consists of the real property located at 527 Fee Ana Street, Placentia, California, Assessor Parcel Number ("APN") 346-015-07, which is within the City's municipal boundaries and more particularly shown and described in Exhibit 1 (the "Property" or "Site").

C. The Property is currently rented to Chuck Cheek DBA C.M.I. Precision Machining, LLC ("Tenant") a commercial company. As specified under the existing month-to-month agreement between the Tenant and Owner, Tenant will vacate the building within thirty (30) days of written notice. The City wishes to enter into exclusive negotiations with Owner with the purpose of reaching an agreement for the acquisition and tenant improvement of the building, thereby providing further economic and employment opportunities on and around the Site, to continue to maintain high standards of development and environmental protection. City seeks to utilize the Site in a manner that will maximize public benefits and welfare, while encouraging the development of a well-planned and operated Regional Navigation Center for the purpose of providing year-round services to individuals who are experiencing homelessness ("Project").

D. Subject to the terms of this Agreement, City and Owner agree that the object of their negotiations is the preparation of a purchase and sale agreement, or other agreement(s) effecting the conveyance of ownership and/or occupancy rights for the Site to the City ("Conveyance Instrument"), and otherwise setting forth the terms and conditions of a mutually acceptable arrangement that provides for the purchase and acquisition of the Site.

E. Assuming the Parties enter into a Conveyance Instrument and the City pursues the Project, the Parties acknowledge that completion of this Project may entail approvals from, and cooperation with, different governmental agencies, and potential resolution of environmental review issues, and that Owner requires a purchase price of Four Million Five Hundred Thousand Dollars (\$4,500,000), subject to the due diligence of the Site and potential viability of the Project.

F. The term "Owner" as used herein, refers to OERP, LLC and its existing and any future affiliates.

G. The Project shall be processed in accordance with the California Environmental Quality

Act, at California Public Resources Code Section 21000 *et seq.* and regulations promulgated pursuant thereto ("CEQA") and must be reviewed for its potential environmental impacts ("CEQA Review") at such time.

H. The Owner understands and acknowledges that the City is not obligated to purchase the Property if, in good faith, the City Council determines that such purchase is not in the public interest, not permitted by law, not consistent with the City of Placentia General Plan and/or zoning code, or for any other valid reason. Further, the Owner understands and acknowledges that the Parties are not obligated to reach agreement on the terms of the Conveyance Instrument.

NOW, THEREFORE, in consideration of performance by the Parties of the promises, covenants, and conditions herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals Incorporated.

The recitals stated above are incorporated into this Agreement by this reference as if fully stated herein.

2. Exclusive Negotiation Period/Effectiveness of Agreement.

The "Exclusive Negotiating Period" shall commence as of the Effective Date of this Agreement and shall terminate on the date that is ninety (90) days after the Effective Date, notwithstanding holidays unless the date that is ninety (90) days after the Effective Date shall fall on a weekend or holiday, in which case the Exclusive Negotiating Period shall be extended to the next business day. If upon the expiration of such Exclusive Negotiation Period a Conveyance Instrument has not been executed, City and Owner have the ability to extend the Exclusive Negotiating Period by the mutual written consent of both the City and the Owner up to ninety (90) additional days, in their discretion. The City Administrator shall be authorized to grant such extension for and on behalf of City, in his sole and absolute discretion. Any officer of Owner shall be authorized to grant such extension for and on behalf of Owner. If the Parties have mutually consented to an extension of the term of this Agreement as provided herein, then the Parties shall, within such extended term, continue to negotiate in good faith the proposed Conveyance Instrument. If City and Owner have not each approved and executed a Conveyance Instrument during the Exclusive Negotiating Period or extension as provided herein, this Agreement shall automatically terminate at the end thereof, and the Parties shall have no further rights or obligations hereunder.

3. Negotiations

- a. During the Exclusive Negotiating Period, Owner shall not negotiate with any person or entity other than the City regarding the sale of the Property or the development of the Project.
- b. The Conveyance Instrument shall include, among other relevant terms, the agreements between City and Owner regarding business terms mutually determined necessary or desirable by the Parties for inclusion therein. City shall provide Owner with an initial draft of the Conveyance Instrument. If the negotiations culminate in a Conveyance Instrument signed by Owner, such agreement shall become effective only after and if said Conveyance Instrument has been considered and approved by the City Council.

- c. During the Exclusive Negotiating Period, Owner shall not negotiate with any person or entity other than the authorized representative of the City concerning the purchase of the Property or the development of the Project.
- d. Owner and City understand and agree that no Party is under any obligation whatsoever to enter into a Conveyance Instrument. In the event of the expiration or earlier termination of this Agreement, the Owner shall be free at the Owner's option to negotiate with any persons or entity with respect to the sale, lease, and/or development of the Property.
- e. This Agreement may not be assigned by Owner without the prior express written consent of the City in its sole and absolute discretion. In the event of any such assignment without such prior written consent, this agreement shall immediately terminate.

4. Obligations of City.

- a. Financial Information. City shall provide whatever reasonable evidence Owner may require to prove that City has the financial capacity to proceed with the contemplated transaction, which shall be provided to the Owner.
- b. Confidentiality. City agrees, to the maximum extent permitted by the California Public Records Act (Government Code Section 6253 *et seq.*) or other applicable local, state, or federal disclosure laws (collectively, "Public Disclosure Laws"), to keep confidential all proprietary financial and other information submitted in connection with its financial obligations under this Agreement and any Conveyance Instrument (collectively, "Confidential Information"). Notwithstanding the preceding sentence, City may disclose Confidential Information to its officials, employees, agents, attorneys and advisors, but only if and to the extent necessary to carry out the purpose for which the Confidential Information was disclosed consistent with the rights and obligations provided for hereunder. City acknowledges that Owner has not made any representations or warranties that any Confidential Information Owner receives from City will be exempt from disclosure under any Public Disclosure Laws. In the event the City Attorney determines that the release of any Confidential Information is required by Public Disclosure Laws, or by order of a court of competent jurisdiction, City shall promptly notify Owner in writing of Owner's intention to release the Confidential Information so that City has the opportunity to evaluate whether to object to said disclosure and/or to otherwise take whatever steps it deems necessary or desirable to prevent disclosure, provided that City shall not be liable for any damages, attorneys' fees and costs for any alleged failure to provide said notice. If the City Attorney, in his or her discretion, determines that only a portion of the requested Confidential Information is exempt from disclosure under the Public Disclosure Laws, City may redact, delete or otherwise segregate the Confidential Information that will not be released from the non-exempt portion to be released.

Except for any disclosure that may be required under Public Disclosure Laws, during the Exclusive Negotiation Period, no public statements about the potential terms to be negotiated as part of the Conveyance Instrument shall be made by either Owner or City (other than those statements made to each party's respective agents, consultants and

employees those statements made to prospective tenants or retailers for the Project, if any). Notwithstanding anything to the contrary in the foregoing, the Parties shall not be liable for any damages, attorneys' fees and costs to the other party for any alleged public statement as provided above.

- f. Additional Documentation. City reserves the right to and may reasonably request any additional documentation, including additional reports, studies, analyses, and other information, from the Owner in order to negotiate the Conveyance Instrument as contemplated hereunder. Upon receiving such a request, Owner shall provide such additional documentation to City within three (3) days of written request by the City.

5. Obligations of Owner

- a. Owner shall cooperate fully in providing City with appropriate information, documentation and assistance as it relates to the evaluation and due diligence of the Site and potential viability of the Project, but such assistance shall not include financial assistance unless specifically provided herein.

- b. Throughout the Exclusive Negotiating Period, Owner and their respective legal counsel shall be available to meet with the City to discuss pertinent information to the preparation of a Conveyance Instrument.

6. Good Faith Deposit.

Concurrent with the execution of this Agreement by the City, City shall submit to Owner a good faith deposit ("Deposit") in the amount of One Hundred and Thirty Thousand Dollars (\$130,000) within two (2) days of execution of this Agreement. The Deposit shall be in the form of cash or in a manner reasonably acceptable by the Owner and City. The amount of \$50,000.00 shall be non-refundable. The balance of the Deposit must be refunded to the City if Owner and City fail to reach agreement on the Conveyance Instrument and this Agreement is terminated or expires on its own terms. Except as provided, City shall have no further Deposit obligations to the Owner even if the Exclusive Negotiating Period is further extended.

7. Environmental.

The Parties intend to diligently and in good faith work to negotiate the terms of the Conveyance Instrument during the term of this Agreement. There are many unknowns concerning the Project at this time, and during the term of this Agreement, City intends to undertake the studies, reports and analysis (or as otherwise determined appropriate by City) to allow it to develop the Project, Project designs, environmental impact analysis (which may include a traffic analysis as well as other technical studies, as appropriate) and financing plans necessary to determine whether to undertake the Project, including further confirmation of the Project that will be the subject of the Conveyance Instrument. Environmental analysis will occur when the Project's plans are sufficiently defined for purposes of CEQA, as and if required, and as otherwise required under applicable laws and regulations. Should City proceed with the Project, it will have the sole responsibility to pursue and obtain any necessary environmental approvals for the Project pursuant to CEQA.

Any and all costs outside the scope of the obligations under this Agreement will be identified as costs to each party under an executed Conveyance Instrument between City and Owner.

8. Access to Site.

During the term of this Exclusive Negotiating Period, Owner shall provide City reasonable access to all portions of the Site for the purpose of obtaining data and making surveys and tests necessary to evaluate the development potential of the Site and otherwise to conduct the land use due diligence relating to the Project as contemplated hereunder, including, without limitation, the right to make borings to investigate the soils and environmental condition of the Site. Said right of access shall be effective immediately at the execution of this Agreement. City will provide written request to enter the Property within twenty-four (24) hours of entering the Property.

9. Default.

Either party may terminate this Agreement if the other party should fail to comply with and perform in a timely manner any material obligation to be performed by such other party under this Agreement, provided the party seeking to terminate this Agreement shall provide at least ten (10) calendar days' written notice to the other party of such failure or nonperformance and such other party shall have a ten (10) calendar day period within which to cure such failure or nonperformance (or such longer period as may be reasonably necessary to cure such failure or nonperformance if such failure or nonperformance cannot reasonably be cured with such 10-day period). Termination shall be the sole remedy for default. In no event shall either party be liable for monetary damages, attorney fees and costs, or any other cost or expense for the default or termination of this Agreement, and any such right to recover damages is expressly waived. Notwithstanding the foregoing, in no event shall any cure period hereunder extend the term of this Agreement and in no event shall Owner terminate this Agreement absent a finding of uncured material default on the part of the City.

10. Termination of this Agreement.

Subject to the terms of Section 2, this Agreement shall terminate at the expiration of the Exclusive Negotiating Period (or at the end of any authorized extension thereof), and, provided a Conveyance Instrument has not been executed by the City and Owner, no party shall have any further duty or obligation to any other party. If a Conveyance Instrument has been executed by the City and the Owner, the Conveyance Instrument shall supersede this Agreement and thereafter govern the rights and obligations of the Parties with respect to the sale of the Property and the development of the Project.

11. Governing Law.

This Agreement and the legal relations between the Parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of California. Hence, the location for any action by either party shall be in Orange County.

12. No Other Agreement.

This Agreement constitutes the entire agreement of the Parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements and understandings between the

Parties. There are no agreements or understandings between the Parties and no representations by either party to the other as an inducement to enter into this Agreement, except as expressly set forth herein. Notwithstanding anything provided herein to the contrary, whether expressed or implied, the City and the Owner shall have no obligation to enter into a Conveyance Instrument with the other and neither the City or the Owner (nor its officers, members, staff or agents) have made any promises to the other than to exclusively negotiate a Conveyance Instrument for the Property in good faith during the Exclusive Negotiating Period, and no statements of City or Owner (or its officers, members, staff or agents) as to future obligations shall be binding upon either party unless and until a Conveyance Instrument has been approved and executed by the City and the Owner.

13. Notices.

Any notice which is required or which may be given hereunder may be delivered or mailed to the party to be notified, as follows:

If to Owner: _____

If to City: City of Placentia
401 East Chapman Avenue
Placentia, CA 92870
Attention: Damien R. Arrula, City Administrator

With a copy to: Jones & Mayer
3777 North Harbor Boulevard
Fullerton, CA 92835
Attention: Christian Bettenhausen

14. Indemnification.

Owner shall indemnify, defend, and hold City and its respective elected and appointed officials, officers, attorneys, employees, and agents (collectively, "City Indemnitees") harmless from any and all claims, actions, suits and other liability (collectively, "Claims") asserted against City resulting from or in connection with Owner's execution of this Agreement. This indemnity shall survive the expiration or termination of this Agreement. In the event that any Claim should be filed against any of the City Indemnitees which would require indemnification by Owner hereunder, City shall notify the Owner of such claim in a timely manner to permit Owner the opportunity to provide adequate representation to the City Indemnitees with respect to any such Claim. Notwithstanding anything in the foregoing to the contrary, this Section shall not be construed to mean that Owner shall hold the City Indemnitees harmless and/or defend them to the extent of any Claim(s) arising from the sole negligence, willful misconduct or illegal acts of any of the City Indemnitees and/or the failure of the City Indemnitees to follow any procedure or law applicable to the City.

15. Counterparts.

This Agreement may be executed in counterparts, each of which when so executed shall be

deemed an original, and all of which, together, shall constitute one and the same instrument.

16. Effect of Agreement.

All Parties expressly acknowledge and agree as follows: (a) City and Owner shall promptly commence the good faith negotiation of a Conveyance Instrument, in the City's discretion, upon execution of this Agreement; (b) upon the execution of a Conveyance Instrument by the Parties, if one is agreed to, then this Agreement shall be null and void and of no effect and shall be superseded by the terms and conditions of the Conveyance Instrument; and (c) if a Conveyance Instrument is not executed between the Parties by the expiration of the Exclusive Negotiating Period then this Agreement shall be of no further force and effect, and neither party shall have any further obligation to each other.

[Signatures of Parties on following page]

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

“City”

ATTEST:

CITY OF PLACENTIA

By: _____
Patrick Melia, City Clerk

By: _____
Damien R. Arrula, City Administrator

Approved as to form:

JONES & MAYER

By: _____
Christian Bettenhausen
City Attorney

“Owner”

OERP, LLC

By: _____

Its: _____

EXHIBIT 1
LEGAL DESCRIPTION

[Insert]

