



Regular Meeting Agenda May 21, 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

Robert S. McKinnell
City Clerk

Kevin A. Larson
City Treasurer

Damien R. Arrula
City Administrator

Christian L. Bettenhausen
City Attorney

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.

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

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

**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
May 21, 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. Pursuant to Government Code Section 54957.6
CONFERENCE WITH LABOR NEGOTIATOR
Agency Designated Representatives: Damien R. Arrula, City Administrator
Rosanna Ramirez, Director of Administrative Services
Employee Organizations: Placentia City Employees Association (PCEA), Placentia Police Officers Association (PPOA), Placentia Police Management Association (PPMA), and Unrepresented Employees
2. Pursuant to Government Code Section 54956.9(d)(2):
CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation
Significant exposure to litigation: (1 Case)
3. Pursuant to Government Code Section 54956.9(d)(1):
CONFERENCE WITH LEGAL COUNSEL- Existing Litigation
City of Placentia vs Onward Engineering, *et. al.*;
Case 30-2018-01040701
4. Pursuant to Government Code Section 54956.8
CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: 731 S. Melrose Street APN: 339-102-08
Agency Negotiator: Damien R. Arrula, City Administrator
Negotiating Parties: Placentia Industrial Park Properties
Under Negotiations: Price and Terms of Payment

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

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING AGENDA
May 21, 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 Charles Frost

PLEDGE OF ALLEGIANCE: Boy Scout Troop 723 Honor Guard

PRESENTATIONS:

- a. **Recognition of Placentia Police Officer Jeffery Irvine for 2018 Top Auto Theft Recovery**
Recipient: Police Officer Jeffrey Irvine
Presenters: Mayor Shader and Chief Lenyi

- b. **Proclamation Declaring May 19-25, 2019 as National Public Works Week**
Recipients: Director of Public Works Luis Estevez and Public Works Superintendent Joel Cardenas
Presenter: Mayor Shader

- c. **Presentation of Mayor’s “Do the Right Thing” Proclamation for Creation and Work on the Placentia Buzz to Sheila Jordan and Monica Alimonti**
Recipients: Sheila Jordan and Monica Alimonti
Presenter: Mayor Shader

CLOSED SESSION REPORT:

CITY ADMINISTRATOR REPORT:

ORAL COMMUNICATIONS:

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

CITY COUNCIL/BOARD MEMBER COMMENTS:

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

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 May 21, 2019**

Check Register

Fiscal Impact: \$396,357.60

Electronic Disbursement Register

Fiscal Impact: \$1,240,322.86

Recommended Action: It is recommended that the City Council:

- 1) Receive and file

1.c. **Second Reading of Ordinance No. O-2019-03 Approving the Revised Orange County Taxi Administration Program ("OCTAP") Regulations and Amending Chapter 6.68 of Title 6 of the Placentia Municipal Code Relating to the Regulation of Taxicabs**

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

Recommended Action: It is recommended that the City Council:

- 1) Waive full reading, by title only, and adopt Ordinance No. O-2019-03, An Ordinance of the City Council of the City of Placentia, California, amending Chapter 6.68 of Title 6 of the Placentia Municipal Code relating to the regulation of taxicabs; and
- 2) Approve Resolution No. R-2019-22, A Resolution of the City Council of the City of Placentia, California adopting into the existing City fee schedule the revised Orange County Taxi Administration Program ("OCTAP") Administrative Action and Fines Schedule outlined in the revised OCTAP Regulations.

1.d. **Resolution to Establish the Placentia Enhanced Infrastructure Financing District ("EIFD") Public Financing Authority ("PFA")**

Fiscal Impact: \$9.1 Million in Property Tax Increment Revenue Over Approximately 20 Years

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2019-23, A Resolution of the City Council of the City of Placentia, California establishing the membership of the Placentia Enhanced Infrastructure Financing District Public Financing Authority; and
- 2) Approve the members of the Placentia Enhanced Infrastructure Financing District Public Financing Authority; and
- 3) Authorize the City Administrator, or his designee, to execute all documents necessary, in a form approved by the City Attorney.

2. PUBLIC HEARING: None

3. REGULAR AGENDA:

3.a. Acquisition of Real Property Consisting of a Single Parcel Located at 731 S. Melrose Street (APN 339-102-08) Owned by Placentia Industrial Park Properties for the Future Development of a North Service Planning Area Navigation Center

Fiscal Impact: \$2,715,000 Real Property Purchase Price
\$2,715,000 California's Homeless Emergency Aid Program ("HEAP") Grant Funds

No General Fund dollars will be used for this acquisition or the construction of the proposed navigation center.

Recommended Action: It is recommended that the City Council:

- 1) Approve Resolution R-2019-24, A Resolution of the City Council of the City of Placentia, California, approving a Purchase Agreement with Placentia Industrial Park Properties for real property located at 731 S. Melrose Street and authorizing the acquisition of property in connection therein and, finding that the acquisition of said property is not a project for the purposes of CEQA as defined by the California Public Resources Code Sections 21065 and 21080; and
- 2) Execute the Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate ("Purchase Agreement") with Placentia Industrial Park Properties for real property located at 731 S. Melrose Street; and
- 3) Authorize the City Administrator and/or his designee to approve non-substantive changes as needed to execute the Purchase Agreement on behalf of the City in a form approved by the City Attorney; and
- 4) Find that the acquisition of the subject property is exempt from further CEQA review in that this action does not constitute a project for the purposes of CEQA as defined by the California Public Resources Code Sections 21065 and 21080. This finding is consistent with the determination made by the Planning Commission on May 14, 2019.

3.b. Study Session - Presentation of the Proposed Fiscal Year 2019-20 General Fund Operating Budget

Fiscal Impact: Expenditures: \$36,715,700 in Appropriations (Excluding Contingency Reserves)
Revenue: \$38,245,000 in Operating Resources (Including Beg. Fund Balance)

Recommended Action: It is recommended that the City Council:

- 1) Review and discuss the Proposed Fiscal Year ("FY") 2019-20 General Fund Operating Budget and provide input and direction for final budget adoption; and
- 2) Set the public hearing for budget adoption on June 18, 2019 at 7:00 p.m.

CITY COUNCIL/BOARD MEMBERS REQUESTS:

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

Adjourned in Memory of

Charles Frazee, Husband of Historical Committee Member Kathleen Frazee

ADJOURNMENT:

The City Council/Successor Agency/ICDA Agency Board of Directors will adjourn to Tuesday, June 4, 2019 at 5:30 p.m.

TENTATIVE AGENDA FORECAST

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

Award Construction Contract for Citywide ADA Ramps
Award Construction Contract for Residential Street Rehabilitation Project
Annual Measure M Certification
Transit Oriented Development CFD Property Annexation
Public Safety CFD Property Annexation
Yorba Linda Water District Billing Agreement
Award Contract for Design & Printing of Palm Quarterly
Award Contract for Senior Transportation Services to Keolis Transit Services, LLC
Extend Agreement with the Pun Group, Certified Public Accountants, for Auditing Services
Presentation of Draft Proposed FY 2019-20 Budget Including CIP Budget and Special Funds

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 May 21, 2019 meetings of the City Council, Successor Agency, and Industrial Commercial Development Authority was posted on May 16, 2019.

Rosanna Ramirez, Director of Administrative Services

**City of Placentia
Check Register**

For 05/21/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
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Grand Total: 396,357.60

Check Totals by ID

AP	396,357.60
EP	0.00
IP	0.00
OP	0.00

Void Total: 0.00

Check Total: 396,357.60

Fund Name

Check Totals by Fund

101-General Fund (0010)	286,901.89
205-State Gas Tax (0017)	9,526.92
208-Scssr Agency Ret Oblg (0054)	1,526.75
224-Asset Seiz 15% Training (0073)	1,944.00
227-Explorer Grant NOC (0076)	12.41
228-NOC-Public Safety Grant(0061)	359.39
229-Comm Trans Hous Grant (0062)	524.41
231-Placentia Reg Nav Cent(0078)	55,000.23
233-Gen Plan Update Fees (0074)	1,100.00
247-TOD Sewer Impact Fees (0071)	2,404.75
265-Landscape Maintenance (0029)	8,950.55
275-Sewer Maintenance (0048)	852.96
280-Misc Grants Fund (0050)	2,725.52
501-Refuse Administration (0037)	749.57
601-Employee Health & Wlfre (0039)	493.95
605-Risk Management (0040)	15,686.60
701-Special Deposits (0044)	7,597.70

Check Total: 396,357.60

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

User: Teri Knutson

Report: AP1400M <3.01>: AP: Warrant List - Machine

**1. b.
May 21, 2019**

City of Placentia
Check Register
For 05/14/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ANAHEIM FULLERTON V006631	1/2/18 TOWING SVS	103047-6181 Towing Services	AP050219	185.00	182885		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	1/8/18 TOWING SVS	103047-6181 Towing Services	AP050219	185.00	182893		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	7/14/18 TOWING SVS	103047-6181 Towing Services	AP050219	185.00	182933		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	7/16/18 CSUF PD TOWING SVS	103047-6181 Towing Services	AP050219	185.00	182935		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	7/19/18 TOWING SVS	103047-6181 Towing Services	AP050219	185.00	182941		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	2/2/18 TOWING SVS	103047-6181 Towing Services	AP050219	101.75	186557		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	12/21/18 TOWING SVS	103047-6181 Towing Services	AP050219	101.75	189964		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	10/21/18 TOWING SVS	103047-6181 Towing Services	AP050219	185.00	190983		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	9/17/18 TOWING SVS	103047-6181 Towing Services	AP050219	185.00	191017		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	12/2/18 CSUF PD TOWING SVS	103047-6181 Towing Services	AP050219	101.75	191133		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	12/4/18 CSUF PD TOWING SVS	103047-6181 Towing Services	AP050219	185.00	191138		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	10/25/18 TOWING SVS	103047-6181 Towing Services	AP050219	101.75	191251		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	11/13/18 TOWING SVS	103047-6181 Towing Services	AP050219	185.00	191276		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	10/25/18 TOWING SVS	103047-6181 Towing Services	AP050219	185.00	191361		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	12/19/18 TOWING SVS	103047-6181 Towing Services	AP050219	101.75	191459		00101128	05/02/2019

**City of Placentia
Check Register
For 05/14/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
MW OH	ANAHEIM FULLERTON V006631	12/28/18 TOWING SVS	103047-6181 Towing Services	AP050219	101.75 191471		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	12/29/18 TOWING SVS	103047-6181 Towing Services	AP050219	185.00 191473		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	10/15/18 TOWING SVS	103047-6181 Towing Services	AP050219	185.00 191710		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	10/18/18 TOWING SVS	103047-6181 Towing Services	AP050219	185.00 191712		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	10/23/18 TOWING SVS	103047-6181 Towing Services	AP050219	185.00 191718		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	11/5/18 TOWING SVS	103047-6181 Towing Services	AP050219	185.00 191728		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	10/23/18 CSUF PD TOWING SVS	103047-6181 Towing Services	AP050219	101.75 192052		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	11/20/18 TOWING SVS	103047-6181 Towing Services	AP050219	185.00 192068		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	11/22/18 TOWING SVS	103047-6181 Towing Services	AP050219	185.00 192072		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	9/14/18 TOWING SVS	103047-6181 Towing Services	AP050219	185.00 192152		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	9/28/18 CSUF PD TOWING SVS	103047-6181 Towing Services	AP050219	185.00 192170		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	2/3/18 TOWING SVS	103047-6181 Towing Services	AP050219	185.00 192629		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	2/3/18 TOWING SVS	103047-6181 Towing Services	AP050219	185.00 192634		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	2/6/18 TOWING SVS	103047-6181 Towing Services	AP050219	185.00 192639		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	2/14/18 TOWING SVS	103047-6181 Towing Services	AP050219	185.00 192813		00101128	05/02/2019

City of Placentia
Check Register
For 05/14/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ANAHEIM FULLERTON V006631	4/11/18 TOWING SVS	103047-6181 Towing Services	AP050219	185.00	193738		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	4/2/18 TOWING SVS	103047-6181 Towing Services	AP050219	101.75	193926		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	4/3/18 TOWING SVS	103047-6181 Towing Services	AP050219	101.75	193932		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	5/11/18 TOWING SVS	103047-6181 Towing Services	AP050219	185.00	193997		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	4/9/18 TOWING SVS	103047-6181 Towing Services	AP050219	101.75	194016		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	4/14/18 TOWING SVS	103047-6181 Towing Services	AP050219	185.00	194022		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	4/19/18 TOWING SVS	103047-6181 Towing Services	AP050219	101.75	194036		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	4/24/18 TOWING SVS	103047-6181 Towing Services	AP050219	185.00	194041		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	2/6/18 TOWING SVS	103047-6181 Towing Services	AP050219	185.00	194208		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	2/21/18 TOWING SVS	103047-6181 Towing Services	AP050219	101.75	194232		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	1/15/18 TOWING SVS	103047-6181 Towing Services	AP050219	185.00	194491		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	5/14/18 TOWING SVS	103047-6181 Towing Services	AP050219	185.00	194710		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	5/18/18 TOWING SVS	103047-6181 Towing Services	AP050219	185.00	194719		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	5/28/18 TOWING SVS	103047-6181 Towing Services	AP050219	101.75	194729		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	10/1/18 CSUF PD TOWING SVS	103047-6181 Towing Services	AP050219	185.00	194817		00101128	05/02/2019

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Check Register
For 05/14/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ANAHEIM FULLERTON V006631	4/26/18 TOWING SVS	103047-6181 Towing Services	AP050219	185.00	194899		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	5/16/18 TOWING SVS	103047-6181 Towing Services	AP050219	185.00	195104		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	5/22/18 TOWING SVS	103047-6181 Towing Services	AP050219	101.75	195107		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	5/20/18 TOWING SVS	103047-6181 Towing Services	AP050219	185.00	195208		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	7/15/18 TOWING SVS	103047-6181 Towing Services	AP050219	185.00	195316		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	7/20/18 CSUF PD TOWING SVS	103047-6181 Towing Services	AP050219	101.75	195322		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	8/4/18 TOWING SVS	103047-6181 Towing Services	AP050219	185.00	195338		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	5/5/18 TOWING SVS	103047-6181 Towing Services	AP050219	185.00	195436		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	4/6/18 TOWING SVS	103047-6181 Towing Services	AP050219	185.00	195805		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	1/7/18 TOWING SVS	103047-6181 Towing Services	AP050219	101.75	196259		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	1/26/18 TOWING SVS	103047-6181 Towing Services	AP050219	185.00	196293		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	1/13/18 TOWING SVS	103047-6181 Towing Services	AP050219	101.75	196369		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	1/24/18 TOWING SVS	103047-6181 Towing Services	AP050219	185.00	196394		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	2/8/18 TOWING SVS	103047-6181 Towing Services	AP050219	101.75	196517		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	2/19/18 TOWING SVS	103047-6181 Towing Services	AP050219	101.75	196543		00101128	05/02/2019

**City of Placentia
Check Register
For 05/14/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
MW OH	ANAHEIM FULLERTON V006631	1/22/18 TOWING SVS	103047-6181 Towing Services	AP050219	101.75 196570		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	1/30/18 TOWING SVS	103047-6181 Towing Services	AP050219	185.00 196586		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	4/5/18 TOWING SVS	103047-6181 Towing Services	AP050219	101.75 197582		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	5/5/18 TOWING SVS	103047-6181 Towing Services	AP050219	185.00 197598		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	2/11/18 TOWING SVS	103047-6181 Towing Services	AP050219	101.75 197846		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	1/30/18 TOWING SVS	103047-6181 Towing Services	AP050219	185.00 197984		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	1/20/18 TOWING SVS	103047-6181 Towing Services	AP050219	101.75 197985		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	1/2/18 TOWING SVS	103047-6181 Towing Services	AP050219	185.00 198190		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	1/5/18 TOWING SVS	103047-6181 Towing Services	AP050219	101.75 198196		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	10/6/18 CSUF PD TOWING SVS	103047-6181 Towing Services	AP050219	101.75 198624		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	7/12/18 TOWING SVS	103047-6181 Towing Services	AP050219	101.75 199230		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	7/14/18 CSUF PD TOWING SVS	103047-6181 Towing Services	AP050219	101.75 199232		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	7/11/18 CSUF PD TOWING SVS	103047-6181 Towing Services	AP050219	185.00 199256		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	8/3/18 TOWING SVS	103047-6181 Towing Services	AP050219	185.00 199280		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	9/7/18 CSUF PD TOWING SVS	103047-6181 Towing Services	AP050219	101.75 200720		00101128	05/02/2019

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MW OH	ANAHEIM FULLERTON V006631	9/9/18 TOWING SVS	103047-6181 Towing Services	AP050219	185.00 200722		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	9/12/18 CSUF PD TOWING SVS	103047-6181 Towing Services	AP050219	185.00 200735		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	9/14/18 CSUF PD TOWING SVS	103047-6181 Towing Services	AP050219	185.00 200739		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	8/25/18 CSUF PD TOWING SVS	103047-6181 Towing Services	AP050219	101.75 200804		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	9/8/18 CSUF PD TOWING SVS	103047-6181 Towing Services	AP050219	185.00 200830		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	9/12/18 TOWING SVS	103047-6181 Towing Services	AP050219	185.00 200833		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	9/13/18 CSUF PD TOWING SVS	103047-6181 Towing Services	AP050219	185.00 200835		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	8/28/18 TOWING SVS	103047-6181 Towing Services	AP050219	185.00 200951		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	9/21/18 CSUF PD TOWING SVS	103047-6181 Towing Services	AP050219	101.75 200979		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	8/31/18 TOWING SVS	103047-6181 Towing Services	AP050219	101.75 201054		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	9/1/18 TOWING SVS	103047-6181 Towing Services	AP050219	185.00 201055		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	9/15/18 CSUF PD TOWING SVS	103047-6181 Towing Services	AP050219	101.75 201075		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	10/27/18 TOWING SVS	103047-6181 Towing Services	AP050219	185.00 201100		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	8/11/18 CSUF PD TOWING SVS	103047-6181 Towing Services	AP050219	101.75 201312		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	8/22/18 TOWING SVS	103047-6181 Towing Services	AP050219	185.00 201331		00101128	05/02/2019

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MW OH	ANAHEIM FULLERTON V006631	8/30/18 TOWING SVS	103047-6181 Towing Services	AP050219	185.00 201343		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	8/30/18 CSUF PD TOWING SVS	103047-6181 Towing Services	AP050219	101.75 201344		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	8/5/18 TOWING SVS	103047-6181 Towing Services	AP050219	101.75 201419		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	8/16/18 CSUF PD TOWING SVS	103047-6181 Towing Services	AP050219	185.00 201504		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	8/16/18 CSUF PD TOWING SVS	103047-6181 Towing Services	AP050219	101.75 201506		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	9/21/18 TOWING SVS	103047-6181 Towing Services	AP050219	101.75 201536		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	10/2/18 TOWING SVS	103047-6181 Towing Services	AP050219	185.00 201547		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	11/6/18 TOWING SVS	103047-6181 Towing Services	AP050219	101.75 201659		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	11/15/18 TOWING SVS	103047-6181 Towing Services	AP050219	185.00 201666		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	12/7/18 CSUF PD TOWING SVS	103047-6181 Towing Services	AP050219	101.75 201689		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	12/8/18 CSUF PD TOWING SVS	103047-6181 Towing Services	AP050219	185.00 201690		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	7/12/18 TOWING SVS	103047-6181 Towing Services	AP050219	101.75 201707		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	8/29/18 CSUF PD TOWING SVS	103047-6181 Towing Services	AP050219	101.75 201774		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	8/30/18 TOWING SVS	103047-6181 Towing Services	AP050219	185.00 201776		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	9/2/18 CSUF PD TOWING SVS	103047-6181 Towing Services	AP050219	101.75 201788		00101128	05/02/2019

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MW OH	ANAHEIM FULLERTON V006631	12/13/18 TOWING SVS	103047-6181 Towing Services	AP050219	185.00	212902		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	12/15/18 TOWING SVS	103047-6181 Towing Services	AP050219	101.75	212905		00101128	05/02/2019
MW OH	ANAHEIM FULLERTON V006631	12/21/18 CSUF PD TOWING SVS	103047-6181 Towing Services	AP050219	185.00	212977		00101128	05/02/2019
Check Total:					16,400.25				
MW OH	AT & T V008736	MAY IRRIGATION INTERNET	296561-6215 Telephone	AP050119	30.00	APRIL LMD 19		00101132	05/02/2019
Check Total:					30.00				
MW OH	AVALOS, JUDY V005029	APR-OCT 17 CHORUS WEBSITE FEES	0044-2063 Placentia Community Chorus	AP050119	52.38	202016855039		00101133	05/02/2019
MW OH	AVALOS, JUDY V005029	OCT-APR 18 CHORUS WEBSITE FEES	0044-2063 Placentia Community Chorus	AP050119	65.94	202018646132		00101133	05/02/2019
MW OH	AVALOS, JUDY V005029	APR-OCT 18 CHORUS WEBSITE FEES	0044-2063 Placentia Community Chorus	AP050119	65.94	202020378397		00101133	05/02/2019
MW OH	AVALOS, JUDY V005029	OCT-APR 19 CHORUS WEBSITE FEES	0044-2063 Placentia Community Chorus	AP050119	65.94	202022068247		00101133	05/02/2019
Check Total:					250.20				
MW OH	BROTHERS NURSERY INC V011148	PLANTS FOR LOVE PLACENTIA	103655-6301 Special Department Supplies	AP050119	2,922.60	139767		00101134	05/02/2019
MW OH	BROTHERS NURSERY INC V011148	PLANTS FOR LOVE PLACENTIA	296561-6130 Repair & Maint/Facilities	AP050119	850.00	139767		00101134	05/02/2019
Check Total:					3,772.60				
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Supplies	AP050119	334.85	72176748		00101135	05/02/2019
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Supplies	AP050119	515.11	72176749		00101135	05/02/2019
Check Total:					849.96				

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MW OH	CBE V008124	APRIL COPIER OVERAGES	109595-6175 Office Equipment Rental	AP050119	214.63	IN2136348		00101136	05/02/2019
MW OH	CBE V008124	APRIL COPIER OVERAGES	109595-6175 Office Equipment Rental	AP050119	189.80	IN2136349		00101136	05/02/2019
				Check Total:	404.43				
MW OH	CDW GOVERNMENT INC V003755	CISCO SMARTNET RENEWAL	101523-6136 Software Maintenance	AP050119	4,580.00	RXJ9568	P11490	00101137	05/02/2019
				Check Total:	4,580.00				
MW OH	CHEMEX INDUSTRIES INC. V004683	GRAFFITI REMOVER	103652-6301 Special Department Supplies	AP050119	911.57	30404		00101138	05/02/2019
				Check Total:	911.57				
MW OH	DIAZ, JESUS V010764	DEPOSIT REFUND - BACKS BLDG	100000-4385 Facility Rental	AP050119	150.00	2002496.002		00101139	05/02/2019
				Check Total:	150.00				
MW OH	FIREMASTER V000409	FIRE EXTINGUISHER MAINT	103658-6301 Special Department Supplies	AP050119	387.57	0000645283		00101140	05/02/2019
				Check Total:	387.57				
MW OH	GOLDEN STATE WATER V000928	FEB-APRIL WATER CHARGES	109595-6335 Water	AP050119	20,010.15	041819		00101141	05/02/2019
MW OH	GOLDEN STATE WATER V000928	FEB-APRIL WATER CHARGES	109595-6335 / 21010-6335 Water	AP050119	197.16	041819		00101141	05/02/2019
				Check Total:	20,207.31				
MW OH	GONZALEZ, MIRIAM V011144	DEPOSIT REFUND - KRAEMER PARK	100000-4385 Facility Rental	AP050119	75.00	2002493.002		00101142	05/02/2019
MW OH	GONZALEZ, MIRIAM V011144	RENTAL REFUND - KREAMER PARK	100000-4385 Facility Rental	AP050119	56.00	2002495.002		00101142	05/02/2019
				Check Total:	131.00				
MW OH	HD ROOFS V011142	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP050119	810.00	30-19-037		00101143	05/02/2019

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				Check Total:	810.00			
MW OH	HDL COREN & CONE V001564	APR-JUN PROPERTY TAX MGMT	102020-6099 Professional Services	AP050119	3,465.00 0026506-IN	P11373	00101144	05/02/2019
				Check Total:	3,465.00			
MW OH	HERC RENTALS INC V010786	TILLER RENTAL FEES	103655-6301 Special Department Supplies	AP050119	82.96 30711435-001		00101145	05/02/2019
				Check Total:	82.96			
MW OH	HIGH PEAKS PLANNING LLC V010423	MARCH GENERAL PLAN UPDATE SV	149822-6017 Special Studies	AP050119	1,100.00 GPU 2019-15	P11448	00101146	05/02/2019
				Check Total:	1,100.00			
MW OH	IMPERIAL SPRINKLER V006506	PVC GLUE	103655-6130 Repair & Maint/Facilities	AP050119	49.04 3714063-00		00101147	05/02/2019
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION TEST KIT	103655-6130 Repair & Maint/Facilities	AP050119	186.90 3714855-00		00101147	05/02/2019
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION CONTROLLER	103655-6130 Repair & Maint/Facilities	AP050119	237.37 3715229-00		00101147	05/02/2019
MW OH	IMPERIAL SPRINKLER V006506	VALVE BOX	103655-6130 Repair & Maint/Facilities	AP050119	52.61 3717037-00		00101147	05/02/2019
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION DRIPPERS	103655-6130 Repair & Maint/Facilities	AP050119	505.47 3718454-00		00101147	05/02/2019
				Check Total:	1,031.39			
MW OH	JOHNSON CONTROLS FIRE V010833	WHITTEN ALARM REPAIRS	103654-6127 Alarm Monitoring	AP050119	1,039.50 85776941		00101148	05/02/2019
				Check Total:	1,039.50			
MW OH	JONES & MAYER V009822	LEGAL SERVICES	109595-6999 Other Expenditure	AP050119	5,375.00 91647	P11455	00101149	05/02/2019
				Check Total:	5,375.00			
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - PERRY	103041-6360 / 50040-6360 Uniforms	AP050119	387.78 700029000		00101150	05/02/2019

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MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - BROWN	103047-6360 / 50045-6360 Uniforms	AP050119	84.11 700029270		00101150	05/02/2019
					Check Total:	471.89		
MW OH	KNOWLES-MCNIFF INC V000558	FEB SOFTWARE SUPPORT	102020-6099 Professional Services	AP050119	1,417.50 INV91305		00101151	05/02/2019
MW OH	KNOWLES-MCNIFF INC V000558	MARCH SOFTWARE SUPPORT	102020-6099 Professional Services	AP050119	1,890.00 INV91306		00101151	05/02/2019
					Check Total:	3,307.50		
MW OH	LASCARI, RODNEY V011146	LIABILITY CLAIM PAYMENT	404582-6210 Liability Claims	AP050119	383.60 042419		00101152	05/02/2019
					Check Total:	383.60		
MW OH	LENYI, DARIN V010245	OCCPSA WORKSHOP MEALS	733041-6250 Staff Training	AP050119	180.00 041619		00101153	05/02/2019
MW OH	LENYI, DARIN V010245	TOLL ROADS REIMBURSEMENT	103040-6301 Special Department Supplies	AP050119	13.59 050219		00101153	05/02/2019
					Check Total:	193.59		
MW OH	LIEBERT CASSIDY V000597	MARCH LEGAL SERVICES	101005-6005 Legal Services	AP050119	161.00 1476488		00101154	05/02/2019
MW OH	LIEBERT CASSIDY V000597	MARCH LEGAL SERVICES	101512-6099 Professional Services	AP050119	2,645.00 1476489		00101154	05/02/2019
MW OH	LIEBERT CASSIDY V000597	MARCH LEGAL SERVICES	101512-6099 Professional Services	AP050119	1,564.00 1476490		00101154	05/02/2019
MW OH	LIEBERT CASSIDY V000597	MARCH LEGAL SERVICES	101512-6099 Professional Services	AP050119	3,289.00 1476491		00101154	05/02/2019
					Check Total:	7,659.00		
MW OH	MANAGED HEALTH V008122	MAY EAP SERVICES	395083-5161 Health Insurance Premiums	AP050119	313.95 PRM-03220		00101155	05/02/2019
					Check Total:	313.95		
MW OH	MAX ORDINATE ACADEMY	ADV SNIPER TRAINING REG	733041-6250	AP050119	1,550.00 050119-MACCU		00101156	05/02/2019

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	V011145		Staff Training					
				Check Total:	1,550.00			
MW OH	MC FADDEN-DALE V000635	FLOOR JACK	103658-6301 Special Department Supplies	AP050119	58.08 368081/5		00101157	05/02/2019
MW OH	MC FADDEN-DALE V000635	PW SUPPLIES	103654-6301 Special Department Supplies	AP050119	19.40 368113/5		00101157	05/02/2019
MW OH	MC FADDEN-DALE V000635	PW SUPPLIES	103654-6301 Special Department Supplies	AP050119	68.78 368911/5		00101157	05/02/2019
MW OH	MC FADDEN-DALE V000635	TRAILER SOCKET	103658-6301 Special Department Supplies	AP050119	25.00 369090/5		00101157	05/02/2019
				Check Total:	171.26			
MW OH	MIDAMERICA V008972	4TH QTR 401A FEES	395083-6025 Third Party Administration	AP050119	180.00 MAR0000011182		00101158	05/02/2019
				Check Total:	180.00			
MW OH	NEOFUNDS V010852	POSTAGE	109595-6325 Postage	AP050119	5,010.00 041719		00101159	05/02/2019
				Check Total:	5,010.00			
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102532-6315 Office Supplies	AP050119	21.00 63183		00101160	05/02/2019
MW OH	OFFICE INDUSTRIES V007477	PAPER	109595-6315 Office Supplies	AP050119	123.78 63206		00101160	05/02/2019
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102532-6315 Office Supplies	AP050119	21.33 B63183-1		00101160	05/02/2019
				Check Total:	166.11			
MW OH	PARKHOUSE TIRE INC V004472	ROADSIDE ASSISTANCE	103658-6134 Vehicle Repair & Maintenance	AP050119	843.11 1020210202		00101161	05/02/2019
MW OH	PARKHOUSE TIRE INC V004472	ROADSIDE ASSISTANCE	103658-6134 Vehicle Repair & Maintenance	AP050119	330.46 1020210258		00101161	05/02/2019
				Check Total:	1,173.57			

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MW OH	PARS V006999	FEB REP FEES	109595-6295 City Admin Services	AP050119	400.00 42755		00101162	05/02/2019
					Check Total:	400.00		
MW OH	PUBLIC SAFETY ALLIANCE V009799	ENHANCED DRUG ID REG	623041-6250 Staff Training	AP050119	135.00 050119 LEMUS		00101163	05/02/2019
					Check Total:	135.00		
MW OH	RIVERSIDE COUNTY V008065	ADV SEARCH WARRANT REG	733041-6250 Staff Training	AP050119	107.00 050119-CONRO		00101164	05/02/2019
MW OH	RIVERSIDE COUNTY V008065	ADV SEARCH WARRANT REG	733041-6250 Staff Training	AP050119	107.00 050119-WAGON		00101164	05/02/2019
					Check Total:	214.00		
MW OH	RWG LAW V010776	MARCH LEGAL SERVICES	101005-6005 Legal Services	AP050119	32,054.15 221455		00101165	05/02/2019
					Check Total:	32,054.15		
MW OH	SECO ELECTRIC & LIGHTING V010182	REPLACE BALL FIELD LIGHTS	103654-6130 Repair & Maint/Facilities	AP050119	5,110.22 5326		00101166	05/02/2019
					Check Total:	5,110.22		
MW OH	SHEETS, DAVID V011134	CITY SEAL VEHICLE DECALS	103658-6301 Special Department Supplies	AP050119	787.50 1376		00101167	05/02/2019
					Check Total:	787.50		
MW OH	SHRED-IT USA V000905	APRIL DOC SHRED SERVICES	374386-6299 Other Purchased Services	AP050119	318.94 8127015029		00101168	05/02/2019
					Check Total:	318.94		
MW OH	SO CAL GAS V000909	MARCH-APRIL GAS CHARGES	109595-6340 Natural Gas	AP050119	491.82 040419		00101169	05/02/2019
					Check Total:	491.82		
MW OH	SOUTHERN CALIFORNIA V000910	MAR-APR ELECTRICAL CHARGES	296561-6330 Electricity	AP050119	93.92 040919		00101170	05/02/2019
MW OH	SOUTHERN CALIFORNIA	MAR-APR ELECTRICAL CHARGES	109595-6330	AP050119	5,913.66 040919		00101170	05/02/2019

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	V000910		Electricity						
MW OH	SOUTHERN CALIFORNIA V000910	MAR-APR ELECTRICAL CHARGES	109595-6330 / 21009-6330 Electricity	AP050119	47.01	040919		00101170	05/02/2019
MW OH	SOUTHERN CALIFORNIA V000910	MAR-APR ELECTRICAL CHARGES	109595-6330 / 21011-6330 Electricity	AP050119	108.42	040919		00101170	05/02/2019
MW OH	SOUTHERN CALIFORNIA V000910	MAR-APR ELECTRICAL CHARGES	109595-6330 / 21012-6330 Electricity	AP050119	14.91	040919		00101170	05/02/2019
Check Total:					6,177.92				
MW OH	SUPERION LLC V005987	4/7-13 OS TRAINING	106902-6899 Other Capital Outlay	AP050119	440.00	234016	P11446	00101171	05/02/2019
Check Total:					440.00				
MW OH	TIAA COMMERCIAL FINANCE V010867	MAY PRINTER MGMT SVS	109595-6137 Repair Maint/Equipment	AP050119	1,742.25	6156130		00101172	05/02/2019
Check Total:					1,742.25				
MW OH	TIME WARNER CABLE V004450	MAY EOC INTERNET	109595-6215 Telephone	AP050119	596.86	0034466041619		00101173	05/02/2019
MW OH	TIME WARNER CABLE V004450	MAY PW YARD INTERNET FIBER	109595-6215 Telephone	AP050119	632.91	0347858041719		00101173	05/02/2019
Check Total:					1,229.77				
MW OH	UNITED STATES POSTAL V001085	PERMIT 26 POSTAGE	104070-6325 Postage	AP050119	1,210.00	04232019		00101174	05/02/2019
MW OH	UNITED STATES POSTAL V001085	PERMIT 26 POSTAGE	104070-6325 Postage	AP050119	3,000.00	04232019	P11406	00101174	05/02/2019
Check Total:					4,210.00				
MW OH	VASQUEZ, AGUSTIN V011143	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP050119	100.00	30-18-190		00101175	05/02/2019
Check Total:					100.00				
MW OH	VERIZON WIRELESS V008735	MAY PD DEVICES	109595-6215 Telephone	AP050119	2,354.27	9828553091		00101176	05/02/2019

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MW OH	VERIZON WIRELESS V008735	MAY IPAD CHARGES	109595-6215 Telephone	AP050119	38.01	9828553092		00101176	05/02/2019
MW OH	VERIZON WIRELESS V008735	MAY COUNCIL IPAD CHARGES	109595-6215 Telephone	AP050119	354.49	9828553093		00101176	05/02/2019
MW OH	VERIZON WIRELESS V008735	MAY IPAD CHARGES	109595-6215 Telephone	AP050119	220.95	9828553094		00101176	05/02/2019
MW OH	VERIZON WIRELESS V008735	MAY PUMP STATION INTERNET	109595-6215 Telephone	AP050119	19.00	9828557935		00101176	05/02/2019
MW OH	VERIZON WIRELESS V008735	MAY PUMP STATION INTERNET	109595-6215 / 21009-6215 Telephone	AP050119	19.01	9828557935		00101176	05/02/2019
Check Total:					3,005.73				
MW OH	WEST COAST ARBORISTS INC V001124	01-15 TREE MAINT	103655-6116 Tree Maintenance	AP050119	975.00	147141	P11372	00101177	05/02/2019
Check Total:					975.00				
MW OH	WILLDAN FINANCIAL V005723	2003 COP ARBITRAGE REBATE SVS	102020-6099 Professional Services	AP050119	162.24	010-41135		00101178	05/02/2019
MW OH	WILLDAN FINANCIAL V005723	2003 COP ARBITRAGE REBATE SVS	547525-6099 Professional Services	AP050119	1,137.76	010-41135		00101178	05/02/2019
Check Total:					1,300.00				
MW OH	ZAMBRANO, FELIPE V003496	CSUF MEETING PARKING	104070-6245 Meetings & Conferences	AP050119	8.00	04182019		00101179	05/02/2019
MW OH	ZAMBRANO, FELIPE V003496	CLEANING SUPPLIES	104071-6301 Special Department Supplies	AP050119	30.24	04182019		00101179	05/02/2019
Check Total:					38.24				
MW OH	LAWYERS TITLE V003010	ESCROW DEPOSIT 731 S. MELROSE	0078-2040 Special Deposits	AP050619	50,000.00	IRL36135-LL		00101180	05/06/2019
Check Total:					50,000.00				
MW OH	CALIFORNIA STATE V004813	PE 05/04/19 PD 05/10/19	0010-2196 Garnishments W/H	PY19010	1,268.75	2700/1901010		00101181	05/10/2019

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MW OH	CALIFORNIA STATE V004813	PE 05/04/19 PD 05/10/19	0029-2196 Garnishments W/H	PY19010	18.00	2700/1901010		00101181	05/10/2019
MW OH	CALIFORNIA STATE V004813	PE 05/04/19 PD 05/10/19	0048-2196 Garnishments W/H	PY19010	156.46	2700/1901010		00101181	05/10/2019
MW OH	CALIFORNIA STATE V004813	PE 05/04/19 PD 05/10/19	0037-2196 Garnishments W/H	PY19010	69.23	2700/1901010		00101181	05/10/2019
Check Total:					1,512.44				
MW OH	FRANCHISE TAX BOARD V000404	PE 05/04/19 PD 05/10/19	0029-2196 Garnishments W/H	PY19010	6.00	2710/1901010		00101182	05/10/2019
MW OH	FRANCHISE TAX BOARD V000404	PE 05/04/19 PD 05/10/19	0010-2196 Garnishments W/H	PY19010	48.00	2710/1901010		00101182	05/10/2019
MW OH	FRANCHISE TAX BOARD V000404	PE 05/04/19 PD 05/10/19	0048-2196 Garnishments W/H	PY19010	6.00	2710/1901010		00101182	05/10/2019
Check Total:					60.00				
MW OH	ORANGE COUNTY V000699	PE 05/04/19 PD 05/10/19	0010-2176 PCEA/OCEA Assoc Dues	PY19010	325.18	2610/1901010		00101183	05/10/2019
MW OH	ORANGE COUNTY V000699	PE 05/04/19 PD 05/10/19	0029-2176 PCEA/OCEA Assoc Dues	PY19010	6.73	2610/1901010		00101183	05/10/2019
MW OH	ORANGE COUNTY V000699	PE 05/04/19 PD 05/10/19	0037-2176 PCEA/OCEA Assoc Dues	PY19010	2.40	2610/1901010		00101183	05/10/2019
MW OH	ORANGE COUNTY V000699	PE 05/04/19 PD 05/10/19	0048-2176 PCEA/OCEA Assoc Dues	PY19010	21.63	2610/1901010		00101183	05/10/2019
Check Total:					355.94				
MW OH	PCEA C/O NORTH ORANGE V000679	PE 05/04/19 PD 05/10/19	0029-2176 PCEA/OCEA Assoc Dues	PY19010	0.70	2615/1901010		00101184	05/10/2019
MW OH	PCEA C/O NORTH ORANGE V000679	PE 05/04/19 PD 05/10/19	0048-2176 PCEA/OCEA Assoc Dues	PY19010	2.25	2615/1901010		00101184	05/10/2019
MW OH	PCEA C/O NORTH ORANGE V000679	PE 05/04/19 PD 05/10/19	0010-2176 PCEA/OCEA Assoc Dues	PY19010	33.80	2615/1901010		00101184	05/10/2019
MW OH	PCEA C/O NORTH ORANGE V000679	PE 05/04/19 PD 05/10/19	0037-2176	PY19010	0.25	2615/1901010		00101184	05/10/2019

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	V000679		PCEA/OCEA Assoc Dues						
				Check Total:	37.00				
MW OH	PLACENTIA POLICE V003519	PE 05/04/19 PD 05/10/19	0050-2178 Placentia Police Assoc Dues	PY19010	40.80	2620/1901010		00101185	05/10/2019
MW OH	PLACENTIA POLICE V003519	PE 05/04/19 PD 05/10/19	0010-2178 Placentia Police Assoc Dues	PY19010	2,058.61	2620/1901010		00101185	05/10/2019
MW OH	PLACENTIA POLICE V003519	PE 05/04/19 PD 05/10/19	0076-2178 Placentia Police Assoc Dues	PY19010	12.28	2620/1901010		00101185	05/10/2019
MW OH	PLACENTIA POLICE V003519	PE 05/04/19 PD 05/10/19	0061-2178 Placentia Police Assoc Dues	PY19010	91.47	2620/1901010		00101185	05/10/2019
MW OH	PLACENTIA POLICE V003519	PE 05/04/19 PD 05/10/19	0062-2178 Placentia Police Assoc Dues	PY19010	288.50	2620/1901010		00101185	05/10/2019
				Check Total:	2,491.66				
MW OH	VANTAGEPOINT TRANSFER V007191	PE 05/04/19 PD 05/10/19	0010-2170 Deferred Comp Payable - ICMA	PY19010	2,425.70	2606/1901010		00101186	05/10/2019
MW OH	VANTAGEPOINT TRANSFER V007191	PE 05/04/19 PD 05/10/19	0029-2170 Deferred Comp Payable - ICMA	PY19010	48.79	2606/1901010		00101186	05/10/2019
MW OH	VANTAGEPOINT TRANSFER V007191	PE 05/04/19 PD 05/10/19	0037-2170 Deferred Comp Payable - ICMA	PY19010	8.12	2606/1901010		00101186	05/10/2019
MW OH	VANTAGEPOINT TRANSFER V007191	PE 05/04/19 PD 05/10/19	0061-2170 Deferred Comp Payable - ICMA	PY19010	24.10	2606/1901010		00101186	05/10/2019
MW OH	VANTAGEPOINT TRANSFER V007191	PE 05/04/19 PD 05/10/19	0054-2170 Deferred Comp Payable - ICMA	PY19010	17.40	2606/1901010		00101186	05/10/2019
MW OH	VANTAGEPOINT TRANSFER V007191	PE 05/04/19 PD 05/10/19	0048-2170 Deferred Comp Payable - ICMA	PY19010	115.17	2606/1901010		00101186	05/10/2019
				Check Total:	2,639.28				
MW OH	ADOLPH, ALEXANDRA V011156	KRAEMER PARK DESIGN AWARD	504070-6290 Dept. Contract Services	AP050919	25.00	438A1		00101187	05/09/2019
				Check Total:	25.00				

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MW OH	ALL CITY MANAGEMENT V000005	3/24-4/6 CROSSING GUARD SVS	103047-6290 Dept. Contract Services	AP050919	3,393.25 60857	P11361	00101188	05/09/2019
MW OH	ALL CITY MANAGEMENT V000005	4/7-20 CROSSING GUARD SVS	103047-6290 Dept. Contract Services	AP050919	1,696.63 61222	P11361	00101188	05/09/2019
					Check Total:	5,089.88		
MW OH	ALTA LANGUAGE SERVICES V010194	LANGUAGE TESTING SVS	101512-6099 Professional Services	AP050919	122.00 IS429856		00101189	05/09/2019
					Check Total:	122.00		
MW OH	ANAHEIM SCREEN & GLASS V010390	INSTALL GLASS	103654-6130 Repair & Maint/Facilities	AP050919	826.84 38418		00101190	05/09/2019
					Check Total:	826.84		
MW OH	ANDA, ROSA V011180	DEPOSIT REFUND - AGUIRRE	100000-4385 Facility Rental	AP050919	100.00 2002501.002		00101191	05/09/2019
					Check Total:	100.00		
MW OH	ANTHEM LIFE INSURANCE V000046	MAY LIFE INSURANCE PMT	103040-5110 Life Ins Allocation	AP050919	5.00 050119A		00101192	05/09/2019
					Check Total:	5.00		
MW OH	ARELLANO, SAMUEL V011157	KRAEMER PARK DESIGN AWARD	504070-6290 Dept. Contract Services	AP050919	237.50 438A10		00101193	05/09/2019
					Check Total:	237.50		
MW OH	AT & T V008736	APRIL HVAC INTERNET SVS	109595-6215 Telephone	AP050919	40.00 APRIL HVAC 19		00101194	05/09/2019
MW OH	AT & T V008736	MAY POWELL BLDG INTERNET SVS	109595-6215 Telephone	AP050919	68.50 MAY 2019		00101194	05/09/2019
MW OH	AT & T V008736	MAY HVAC INTERNET SVS	109595-6215 Telephone	AP050919	49.25 MAY HVAC 19		00101194	05/09/2019
MW OH	AT & T V008736	MAY PD INTERNET SVS	109595-6215 Telephone	AP050919	61.17 MAY PD 19		00101194	05/09/2019
					Check Total:	218.92		

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MW OH	BAKER, LORREN V011158	KRAEMER PARK DESIGN AWARD	504070-6290 Dept. Contract Services	AP050919	25.00 438A3		00101195	05/09/2019
					Check Total:	25.00		
MW OH	BARTA, WILLIAM V011181	FACILITY RENTAL REFUND	100000-4385 Facility Rental	AP050919	201.00 2002499.002		00101196	05/09/2019
MW OH	BARTA, WILLIAM V011181	DEPOSIT REFUND - AGUIRRE	100000-4385 Facility Rental	AP050919	50.00 2002500.002		00101196	05/09/2019
					Check Total:	251.00		
MW OH	BUEGE, COURTNEY V011159	KRAEMER PARK DESIGN AWARD	504070-6290 Dept. Contract Services	AP050919	237.50 438A11		00101197	05/09/2019
					Check Total:	237.50		
MW OH	CALIFORNIA NEWSPAPER V009955	APRIL LEGAL ADVERTISING	171906-6185 Construction Services	AP050919	384.00 0000436683		00101198	05/09/2019
					Check Total:	384.00		
MW OH	CALIFORNIA STATE V010097	MARCH LIVE SCAN PROCESSING	101512-6099 Professional Services	AP050919	132.00 ASR18822		00101199	05/09/2019
					Check Total:	132.00		
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Supplies	AP050919	465.95 72183260		00101200	05/09/2019
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Supplies	AP050919	465.13 72185960		00101200	05/09/2019
					Check Total:	931.08		
MW OH	CARL WARREN & CO V008011	APRIL LIABILITY ADMIN SVS	404582-6025 Third Party Administration	AP050919	1,603.00 1874412		00101201	05/09/2019
					Check Total:	1,603.00		
MW OH	CELOSEAL ROOFING V008987	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP050919	100.00 30-19-012		00101202	05/09/2019
MW OH	CELOSEAL ROOFING V008987	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP050919	100.00 30-19-013		00101202	05/09/2019

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MW OH	CELOSEAL ROOFING V008987	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP050919	100.00	30-19-014		00101202	05/09/2019
MW OH	CELOSEAL ROOFING V008987	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP050919	100.00	30-19-015		00101202	05/09/2019
MW OH	CELOSEAL ROOFING V008987	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP050919	100.00	30-19-016		00101202	05/09/2019
MW OH	CELOSEAL ROOFING V008987	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP050919	100.00	30-19-017		00101202	05/09/2019
MW OH	CELOSEAL ROOFING V008987	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP050919	100.00	30-19-018		00101202	05/09/2019
MW OH	CELOSEAL ROOFING V008987	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP050919	100.00	30-19-019		00101202	05/09/2019
Check Total:					800.00				
MW OH	CITY OF BREA V000125	PRINTING SVS - BUSINESS CARDS	101511-6315 Office Supplies	AP050919	5.73	ASCS001078		00101203	05/09/2019
Check Total:					5.73				
MW OH	CONNOLLY, KELSEY ANN V011160	KRAEMER PARK DESIGN AWARD	504070-6290 Dept. Contract Services	AP050919	50.00	438B2		00101204	05/09/2019
Check Total:					50.00				
MW OH	CORREIA, JACOB V011161	KRAEMER PARK DESIGN AWARD	504070-6290 Dept. Contract Services	AP050919	50.00	438B5		00101205	05/09/2019
Check Total:					50.00				
MW OH	CORTEZ, CHRISTOPHER V011162	KRAEMER PARK DESIGN AWARD	504070-6290 Dept. Contract Services	AP050919	237.50	438A12		00101206	05/09/2019
Check Total:					237.50				
MW OH	CUNNINGHAM, ASHLEY V011163	KRAEMER PARK DESIGN AWARD	504070-6290 Dept. Contract Services	AP050919	600.00	438B8		00101207	05/09/2019
Check Total:					600.00				
MW OH	DATA TICKET INC.	MAR CODE CITATION PROCESSING	102533-6290	AP050919	996.63	100130		00101208	05/09/2019

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	V006119		Dept. Contract Services						
				Check Total:	996.63				
MW OH	DELL MARKETING L.P. V000301	ACROBAT PRO LICENSES	101523-6136 Software Maintenance	AP050919	350.16	10312003054	P11489	00101209	05/09/2019
				Check Total:	350.16				
MW OH	DITLINGER, RACHEL V011164	KRAEMER PARK DESIGN AWARD	504070-6290 Dept. Contract Services	AP050919	50.00	438A9		00101210	05/09/2019
				Check Total:	50.00				
MW OH	ENTERPRISE FLEET V003312	APRIL PD VEHICLE LEASE PMT	103042-6165 / 50070-6165 Vehicle Rental	AP050919	4,782.14	FBN3670694	P11371	00101211	05/09/2019
				Check Total:	4,782.14				
MW OH	FAIRWAY FORD V000376	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP050919	126.26	247866		00101212	05/09/2019
MW OH	FAIRWAY FORD V000376	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP050919	39.34	248103		00101212	05/09/2019
				Check Total:	165.60				
MW OH	FEDEX V000394	SHIPPING CHARGES	101511-6325 Postage	AP050919	46.99	6-520-16266		00101213	05/09/2019
MW OH	FEDEX V000394	SHIPPING CHARGES	101512-6315 Office Supplies	AP050919	35.45	6-534-24575		00101213	05/09/2019
				Check Total:	82.44				
MW OH	GARY L KUSUNOKI HEARINGS V004347	1 CITATION HEARING SVS	103047-6290 Dept. Contract Services	AP050919	110.00	1542		00101214	05/09/2019
				Check Total:	110.00				
MW OH	GOLDEN STATE WATER V000928	MARCH-APRIL WATER CHARGES	109595-6335 Water	AP050919	5,137.97	041919		00101215	05/09/2019
MW OH	GOLDEN STATE WATER V000928	MARCH-APRIL WATER CHARGES	296561-6335 Water	AP050919	1,683.71	041919		00101215	05/09/2019
				Check Total:	6,821.68				

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MW OH	GONZALES, REBECCA V011182	5/9 SR CENTER ENTERTAINMENT	104079-6301 Special Department Supplies	AP050919	450.00	05062019		00101216	05/09/2019
					Check Total:	450.00			
MW OH	GST V009410	APRIL IT SERVICES & MAINT	101523-6290 Dept. Contract Services	AP050919	8,278.00	INV33319	P11379	00101217	05/09/2019
					Check Total:	8,278.00			
MW OH	HADLEY TOW V010433	FEB 2018 TOWING SVS	103047-6181 Towing Services	AP050919	185.00	095547		00101218	05/09/2019
MW OH	HADLEY TOW V010433	FEB 2018 TOWING SVS	103047-6181 Towing Services	AP050919	185.00	095601		00101218	05/09/2019
MW OH	HADLEY TOW V010433	FEB 2018 TOWING SVS	103047-6181 Towing Services	AP050919	101.75	221773		00101218	05/09/2019
MW OH	HADLEY TOW V010433	FEB 2018 TOWING SVS	103047-6181 Towing Services	AP050919	185.00	221777		00101218	05/09/2019
					Check Total:	656.75			
MW OH	HALO CONFIDENTIAL V008544	APRIL PD BACKGROUND	103040-6290 Dept. Contract Services	AP050919	4,160.00	0125	P11363	00101219	05/09/2019
MW OH	HALO CONFIDENTIAL V008544	APRIL PD TRAINING SCHEDULING	103040-6290 Dept. Contract Services	AP050919	3,600.00	0127T	P11363	00101219	05/09/2019
					Check Total:	7,760.00			
MW OH	HEALTHPOINTE MEDICAL V010713	APRIL PRE EMPLOYMENT EXAMS	101512-6099 Professional Services	AP050919	1,229.00	30601-2851762		00101220	05/09/2019
					Check Total:	1,229.00			
MW OH	HOANG, HAN V011165	KRAEMER PARK DESIGN AWARD	504070-6290 Dept. Contract Services	AP050919	50.00	438A8		00101221	05/09/2019
					Check Total:	50.00			
MW OH	HOLTON, CAROLJEAN V011166	KRAEMER PARK DESIGN AWARD	504070-6290 Dept. Contract Services	AP050919	150.00	438B6		00101222	05/09/2019
					Check Total:	150.00			

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MW OH	ICMA V000512	MEMBERSHIP RENEWAL - ARRULA	101511-6255 Dues & Memberships	AP050919	1,400.00 050719		00101223	05/09/2019
					Check Total:	1,400.00		
MW OH	ICMA RETIREMENT TRUST V010029	ICMA P/E 5/4 PD 5/10	0010-2170 Deferred Comp Payable - ICMA	AP050919	2,620.44 051019A		00101224	05/09/2019
MW OH	ICMA RETIREMENT TRUST V010029	ICMA P/E 5/4 PD 5/10	0054-2170 Deferred Comp Payable - ICMA	AP050919	276.20 051019A		00101224	05/09/2019
MW OH	ICMA RETIREMENT TRUST V010029	ICMA P/E 5/4 PD 5/10	0029-2170 Deferred Comp Payable - ICMA	AP050919	88.88 051019A		00101224	05/09/2019
MW OH	ICMA RETIREMENT TRUST V010029	ICMA P/E 5/4 PD 5/10	0048-2170 Deferred Comp Payable - ICMA	AP050919	245.76 051019A		00101224	05/09/2019
MW OH	ICMA RETIREMENT TRUST V010029	ICMA P/E 5/4 PD 5/10	0037-2170 Deferred Comp Payable - ICMA	AP050919	163.25 051019A		00101224	05/09/2019
					Check Total:	3,394.53		
MW OH	IMPERIAL SPRINKLER V006506	INLINE VALVE	103655-6130 Repair & Maint/Facilities	AP050919	186.18 3721794-00		00101225	05/09/2019
					Check Total:	186.18		
MW OH	JACKMAN, ANDREW V004198	AQAUTICS STAFF TRAINING SVS	104070-6250 Staff Training	AP050919	2,000.00 05022019		00101226	05/09/2019
					Check Total:	2,000.00		
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 5/4 PD 5/10	0048-2131 Employer PARS/ARS Payable	AP050919	280.32 051019A		00101227	05/09/2019
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 5/4 PD 5/10	0010-2131 Employer PARS/ARS Payable	AP050919	1,180.13 051019A		00101227	05/09/2019
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 5/4 PD 5/10	0054-2131 Employer PARS/ARS Payable	AP050919	95.39 051019A		00101227	05/09/2019
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 5/4 PD 5/10	0029-2131 Employer PARS/ARS Payable	AP050919	78.03 051019A		00101227	05/09/2019
MW OH	JOHN HANCOCK USA-PARS	PARS P/E 5/4 PD 5/10	0037-2131	AP050919	187.38 051019A		00101227	05/09/2019

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	V010625		Employer PARS/ARS Payable						
				Check Total:	1,821.25				
MW OH	JOHN L HUNTER & V009056	FEB NPDES CONSULTING SVS	103593-6099 Professional Services	AP050919	4,556.25	PLANP0219	P11443	00101228	05/09/2019
				Check Total:	4,556.25				
MW OH	JONES & MAYER V009822	MARCH LEGAL SERVICES	101005-6005 Legal Services	AP050919	18,608.09	91417		00101229	05/09/2019
MW OH	JONES & MAYER V009822	MARCH LEGAL SERVICES	101005-6005 Legal Services	AP050919	1,120.39	91421		00101229	05/09/2019
MW OH	JONES & MAYER V009822	MARCH LEGAL SERVICES	101005-6005 Legal Services	AP050919	809.17	91422		00101229	05/09/2019
MW OH	JONES & MAYER V009822	MARCH LEGAL SERVICES	102531-6099 / 45057-6099 Professional Services	AP050919	670.32	91423		00101229	05/09/2019
MW OH	JONES & MAYER V009822	MARCH LEGAL SERVICES	101005-6005 Legal Services	AP050919	737.36	91424		00101229	05/09/2019
MW OH	JONES & MAYER V009822	MARCH LEGAL SERVICES	101005-6005 Legal Services	AP050919	335.16	91428		00101229	05/09/2019
MW OH	JONES & MAYER V009822	MARCH LEGAL SERVICES	101005-6005 Legal Services	AP050919	737.35	91429		00101229	05/09/2019
MW OH	JONES & MAYER V009822	CREDIT - MARCH LEGAL SERVICES	101005-6005 Legal Services	AP050919	-62.24	91431		00101229	05/09/2019
MW OH	JONES & MAYER V009822	MARCH LEGAL SERVICES	101005-6005 Legal Services	AP050919	22.34	91434		00101229	05/09/2019
MW OH	JONES & MAYER V009822	MARCH LEGAL SERVICES	101005-6005 Legal Services	AP050919	207.48	91435		00101229	05/09/2019
MW OH	JONES & MAYER V009822	MARCH LEGAL SERVICES	784070-6005 Legal Services	AP050919	5,000.23	91437		00101229	05/09/2019
MW OH	JONES & MAYER V009822	MARCH LEGAL SERVICES	101005-6005 Legal Services	AP050919	1,854.55	91438		00101229	05/09/2019
MW OH	JONES & MAYER	MARCH LEGAL SERVICES	101005-6005	AP050919	1,362.97	91439		00101229	05/09/2019

**City of Placentia
Check Register
For 05/14/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V009822		Legal Services						
MW OH	JONES & MAYER V009822	MARCH LEGAL SERVICES	101005-6005 Legal Services	AP050919	2,658.93	91440		00101229	05/09/2019
MW OH	JONES & MAYER V009822	MARCH LEGAL SERVICES	101005-6005 Legal Services	AP050919	2,775.93	91443		00101229	05/09/2019
MW OH	JONES & MAYER V009822	MARCH LEGAL SERVICES	101005-6005 Legal Services	AP050919	2,790.04	91445		00101229	05/09/2019
MW OH	JONES & MAYER V009822	MARCH LEGAL SERVICES	101005-6005 Legal Services	AP050919	178.75	91446		00101229	05/09/2019
MW OH	JONES & MAYER V009822	LEGAL SERVICES	109595-6999 Other Expenditure	AP050919	1,500.00	91731	P11455	00101229	05/09/2019
MW OH	JONES & MAYER V009822	LEGAL SERVICES	109595-6999 Other Expenditure	AP050919	7,600.00	91247	P11460	00101229	05/09/2019
Check Total:					48,906.82				
MW OH	LARSON, KEVIN V010355	CMTA CONF REIMBURSEMENT	101003-6245 Meetings & Conferences	AP050919	502.98	043019		00101230	05/09/2019
Check Total:					502.98				
MW OH	LEE, ALISON V011155	DEPOSIT REFUND - TYNES GYM	100000-4385 Facility Rental	AP050919	100.00	2002498.002		00101231	05/09/2019
Check Total:					100.00				
MW OH	LEGAL SHIELD V008104	MARCH-APRIL LEGAL SERVICES	0029-2192 Police Legal Services	AP050919	5.16	050519A		00101232	05/09/2019
MW OH	LEGAL SHIELD V008104	MARCH-APRIL LEGAL SERVICES	0076-2192 Police Legal Services	AP050919	0.13	050519A		00101232	05/09/2019
MW OH	LEGAL SHIELD V008104	MARCH-APRIL LEGAL SERVICES	0062-2192 Police Legal Services	AP050919	17.41	050519A		00101232	05/09/2019
MW OH	LEGAL SHIELD V008104	MARCH-APRIL LEGAL SERVICES	0010-2192 Police Legal Services	AP050919	111.33	050519A		00101232	05/09/2019
MW OH	LEGAL SHIELD	MARCH-APRIL LEGAL SERVICES	0048-2192	AP050919	25.37	050519A		00101232	05/09/2019

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V008104		Police Legal Services						
				Check Total:	159.40				
MW OH	LEXIPOL LLC V003511	LAW ENFORCEMENT MANUALS	103040-6290 Dept. Contract Services	AP050919	5,600.00	28660		00101233	05/09/2019
				Check Total:	5,600.00				
MW OH	M JACK BROOKS JD V010723	APRIL SR HR ANALYST SVS	101512-6099 Professional Services	AP050919	7,628.75	042019 PHR		00101234	05/09/2019
				Check Total:	7,628.75				
MW OH	MARIPOSA LANDSCAPES INC V000647	APRIL LANDSCAPE MAINT	103655-6115 Landscaping	AP050919	3,643.37	84362	P11384	00101235	05/09/2019
MW OH	MARIPOSA LANDSCAPES INC V000647	APR LANDSCAPE MAINT - LIBRARY	103655-6115 / 21008-6115 Landscaping	AP050919	1,492.67	84362	P11384	00101235	05/09/2019
MW OH	MARIPOSA LANDSCAPES INC V000647	APRIL LANDSCAPE MAINT	173555-6115 Landscaping	AP050919	9,142.92	84362	P11384	00101235	05/09/2019
MW OH	MARIPOSA LANDSCAPES INC V000647	APRIL LANDSCAPE MAINT - LMD	296561-6115 Landscaping	AP050919	6,040.63	84362	P11384	00101235	05/09/2019
				Check Total:	20,319.59				
MW OH	MCA DIRECT V011112	MINUTES BOOK PAPER	101513-6230 Printing & Binding	AP050919	202.92	2019026		00101236	05/09/2019
				Check Total:	202.92				
MW OH	MIZUTANI, KAZUSHI V011167	KRAEMER PARK DESIGN AWARD	504070-6290 Dept. Contract Services	AP050919	50.00	438B4		00101237	05/09/2019
				Check Total:	50.00				
MW OH	MONDRAGON, DENNIS V011168	KRAEMER PARK DESIGN AWARD	504070-6290 Dept. Contract Services	AP050919	50.00	438B9		00101238	05/09/2019
				Check Total:	50.00				
MW OH	OCCUHEALTH V011150	PRE EMPLOYMENT MEDICAL EXAM	101512-6099 Professional Services	AP050919	195.00	05012019		00101239	05/09/2019
				Check Total:	195.00				

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Check Register
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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP050919	125.60 63200		00101240	05/09/2019
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103550-6315 Office Supplies	AP050919	7.61 63211		00101240	05/09/2019
MW OH	OFFICE INDUSTRIES V007477	PAPER	109595-6315 Office Supplies	AP050919	206.30 63247		00101240	05/09/2019
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP050919	138.13 B63200-1		00101240	05/09/2019
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103550-6315 Office Supplies	AP050919	7.66 B63211-1		00101240	05/09/2019
					Check Total:	485.30		
MW OH	ORANGE COUNTY V001598	FILLING FEE DECLARATION NOTICE	713811-6185 Construction Services	AP050919	2,404.75 CEQA FEES		00101241	05/09/2019
					Check Total:	2,404.75		
MW OH	ORANGE COUNTY V007306	APRIL PARKING CITATIONS	0044-2038 Parking Fines	AP050919	5,537.50 050619		00101242	05/09/2019
					Check Total:	5,537.50		
MW OH	PEIRCE, BRENDEN V011169	KRAEMER PARK DESIGN AWARD	504070-6290 Dept. Contract Services	AP050919	25.00 438A7		00101243	05/09/2019
					Check Total:	25.00		
MW OH	PERIMETER PROTECTION V011153	INSTALL CAMERAS @ GOMEZ	104070-6299 Other Purchased Services	AP050919	2,910.00 042419		00101244	05/09/2019
MW OH	PERIMETER PROTECTION V011153	INTALL CAMERA @ CROWTHER	101523-6840 Machinery & Equipment	AP050919	1,596.00 042619		00101244	05/09/2019
					Check Total:	4,506.00		
MW OH	PERRIN, PAUL L V010648	4/24 PRE EMPLOYMENT POLYGRAPH	103040-6099 Professional Services	AP050919	225.00 19-08		00101245	05/09/2019
					Check Total:	225.00		
MW OH	PHONE SUPPLEMENTS INC	PHONE EQUIPMENT	103043-6301	AP050919	2,318.27 0063824		00101246	05/09/2019

**City of Placentia
Check Register
For 05/14/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
	V000832		Special Department Supplies					
				Check Total:	2,318.27			
MW OH	PLACENTIA FOUNDERS V001568	2017 BRADFORD HOUSE INSURANCE	404582-6201 Liability Insurance Premiums	AP050919	6,850.00 2018		00101247	05/09/2019
MW OH	PLACENTIA FOUNDERS V001568	2018 BRADFORD HOUSE INSURANCE	404582-6201 Liability Insurance Premiums	AP050919	6,850.00 2019		00101247	05/09/2019
				Check Total:	13,700.00			
MW OH	PLACENTIA-YORBA LINDA V007408	GOLD FOIL FOLDERS	101512-6315 Office Supplies	AP050919	440.17 82MI0959		00101248	05/09/2019
				Check Total:	440.17			
MW OH	RAMIREZ, CYNTHIA V011170	KRAEMER PARK DESIGN AWARD	504070-6290 Dept. Contract Services	AP050919	150.00 438B7		00101249	05/09/2019
				Check Total:	150.00			
MW OH	RELIANCE STANDARD LIFE APRIL LTD, GL V008214	INSURANCE PREMIUM	09595-5169 STD Ins Premium	AP050919	5,188.79 122921 LTD GL		00101250	05/09/2019
MW OH	RELIANCE STANDARD LIFE APRIL STD V008214	INSURANCE PREMIUM	109595-5169 STD Ins Premium	AP050919	2,685.70 163669 STD		00101250	05/09/2019
				Check Total:	7,874.49			
MW OH	ROOF TEK & V011151	DEMOLITION BOND REFUND	0044-2033 Construction & Demo Deposit	AP050919	100.00 30-19-054		00101251	05/09/2019
				Check Total:	100.00			
MW OH	RUBALCAVA, ERIC V011171	KRAEMER PARK DESIGN AWARD	504070-6290 Dept. Contract Services	AP050919	25.00 438A5		00101252	05/09/2019
				Check Total:	25.00			
MW OH	SAGECREST PLANNING AND V010576	APRIL PLAN CHECK SVS	102532-6290 Dept. Contract Services	AP050919	6,402.00 1375	P11447	00101253	05/09/2019
				Check Total:	6,402.00			
MW OH	SALMERON, IVAN V011172	KRAEMER PARK DESIGN AWARD	504070-6290 Dept. Contract Services	AP050919	50.00 438B3		00101254	05/09/2019

**City of Placentia
Check Register
For 05/14/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	50.00				
MW OH	SCHMELING, JOSEPH V011173	KRAEMER PARK DESIGN AWARD	504070-6290 Dept. Contract Services	AP050919	25.00	438A6		00101255	05/09/2019
				Check Total:	25.00				
MW OH	SELMAN CHEVROLET V009997	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP050919	93.55	478774CVR		00101256	05/09/2019
MW OH	SELMAN CHEVROLET V009997	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP050919	13.21	478965CVR		00101256	05/09/2019
MW OH	SELMAN CHEVROLET V009997	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP050919	124.99	478966CVR		00101256	05/09/2019
				Check Total:	231.75				
MW OH	SHERIDAN, JOSHUA V011174	KRAEMER PARK DESIGN AWARD	504070-6290 Dept. Contract Services	AP050919	25.00	438A14		00101257	05/09/2019
				Check Total:	25.00				
MW OH	SPARKLETTS V000967	APRIL SR CENTER WATER SVS	104079-6299 Other Purchased Services	AP050919	172.45	14974536 050119		00101258	05/09/2019
MW OH	SPARKLETTS V000967	APRIL WATER & COFFEE SVS	109595-6301 Special Department Supplies	AP050919	2,705.34	4106122 041719		00101258	05/09/2019
				Check Total:	2,877.79				
MW OH	TIME WARNER CABLE V004450	4/14-5/13 PD FIBER INTERNET	109595-6215 Telephone	AP050919	619.00	0528002040419		00101259	05/09/2019
				Check Total:	619.00				
MW OH	TRANSUNION RISK & V009317	APRIL PD DATABASE TRANSACTIONS	103042-6290 Dept. Contract Services	AP050919	167.00	050119		00101260	05/09/2019
				Check Total:	167.00				
MW OH	UBALDO, ANGELA V011175	KRAEMER PARK DESIGN AWARD	504070-6290 Dept. Contract Services	AP050919	25.00	438A2		00101261	05/09/2019
				Check Total:	25.00				
MW OH	ULINE	PROPERTY & EVIDENCE SUPPLIES	103043-6301	AP050919	2,122.05	107736780		00101262	05/09/2019

**City of Placentia
Check Register
For 05/14/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
	V006583		Special Department Supplies					
				Check Total:	2,122.05			
MW OH	UNIQUE PRINTING V010259	PRINTING SVS - BUSINESS CARDS	103040-6230 Printing & Binding	AP050919	64.65 40512		00101263	05/09/2019
MW OH	UNIQUE PRINTING V010259	OUT OF SERVICE DOOR MAGNETS	103040-6230 Printing & Binding	AP050919	290.93 40516		00101263	05/09/2019
				Check Total:	355.58			
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 5/4 PD 5/10	0010-2131 Employer PARS/ARS Payable	AP050919	1,073.93 051019A		00101264	05/09/2019
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 5/4 PD 5/10	0062-2131 Employer PARS/ARS Payable	AP050919	41.75 051019A		00101264	05/09/2019
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 5/4 PD 5/10	0062-2126 Employee PARS/ARS W/H	AP050919	41.75 051019A		00101264	05/09/2019
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 5/4 PD 5/10	0061-2131 Employer PARS/ARS Payable	AP050919	17.93 051019A		00101264	05/09/2019
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 5/4 PD 5/10	0010-2126 Employee PARS/ARS W/H	AP050919	1,073.93 051019A		00101264	05/09/2019
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 5/4 PD 5/10	0061-2126 Employee PARS/ARS W/H	AP050919	17.93 051019A		00101264	05/09/2019
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 5/4 PD 5/10	0050-2126 Employee PARS/ARS W/H	AP050919	92.36 051019A		00101264	05/09/2019
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 5/4 PD 5/10	0050-2131 Employer PARS/ARS Payable	AP050919	92.36 051019A		00101264	05/09/2019
				Check Total:	2,451.94			
MW OH	V & V MANUFACTURING INC V010393	INØD BADGE REPAIRS	103040-6299 Other Purchased Services	AP050919	61.26 48076		00101265	05/09/2019
				Check Total:	61.26			
MW OH	VENETIAN BUILDERS INC V011154	80% BLDG PERMIT REFUND	100000-4160 Building Permits	AP050919	872.12 B19-0080		00101266	05/09/2019

**City of Placentia
Check Register
For 05/14/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	872.12				
MW OH	VENTURA, KAREN V011176	KRAEMER PARK DESIGN AWARD	504070-6290 Dept. Contract Services	AP050919	25.00	438A4		00101267	05/09/2019
				Check Total:	25.00				
MW OH	VILLEGAS, EROS V011177	KRAEMER PARK DESIGN AWARD	504070-6290 Dept. Contract Services	AP050919	237.50	438A13		00101268	05/09/2019
				Check Total:	237.50				
MW OH	WELLS, SHANTICE V011178	KRAEMER PARK DESIGN AWARD	504070-6290 Dept. Contract Services	AP050919	50.00	438B1		00101269	05/09/2019
				Check Total:	50.00				
MW OH	WEST COAST LIGHTS & SIRENS V006106	INSTALL WINDOW CAGE & SEAT	103041-6301 Special Department Supplies	AP050919	862.16	18197		00101270	05/09/2019
				Check Total:	862.16				
MW OH	WEX BANK V007269	MARCH-APRIL PD FUEL COSTS	103658-6345 Gasoline & Diesel Fuel	AP050919	692.22	58903113		00101271	05/09/2019
				Check Total:	692.22				
MW OH	WHITTAKER, LESLEY V010779	SCAG CONF MILEAGE	102532-6315 Office Supplies	AP050919	109.44	SCAG2019		00101272	05/09/2019
				Check Total:	109.44				
MW OH	XLNT TINT WINDOW TINTING V001145	WINDOW TINTING IN PD	103041-6301 Special Department Supplies	AP050919	765.43	57600		00101273	05/09/2019
				Check Total:	765.43				
MW OH	YANG, ANDY V011179	KRAEMER PARK DESIGN AWARD	504070-6290 Dept. Contract Services	AP050919	50.00	438B10		00101274	05/09/2019
				Check Total:	50.00				
MW OH	YORBA LINDA WATER V001148	MARCH-APRIL WATER CHARGES	109595-6335 Water	AP050919	956.83	050919		00101275	05/09/2019
				Check Total:	956.83				
MW OH	ZAMBRANO, FELIPE	REC SUPPLIES REIMBURSEMENT	614071-6840	AP050919	207.96	05072019		00101276	05/09/2019

User: Teri Knutson

Report: AP1400M <3.01>: AP: Warrant List - Machine

**City of Placentia
Check Register
For 05/14/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V003496		Machinery & Equipment						

Check Total: 207.96
 Type Total: 396,357.60
 Check Total: 396,357.60

City of Placentia
Electronic Disbursement Register

For 05/21/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Ref #	Ref Date
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Grand Total: 509,117.27

EDR Totals by ID

AP	0.00
EP	509,117.27
IP	0.00
OP	0.00

Fund Name	<u>EDR Totals by Fund</u>
101-General Fund (0010)	210,186.43
208-Sccssr Agncy Ret Oblg (0054)	2,175.90
224-Asset Seiz 15% Training (0073)	388.12
225-Asset Seizure (0021)	16.54
227-Explorer Grant NOC (0076)	390.34
228-NOC-Public Safety Grant(0061)	4,093.20
229-Comm Trans Hous Grant (0062)	9,470.71
265-Landscape Maintenance (0029)	1,777.65
275-Sewer Maintenance (0048)	8,780.92
280-Misc Grants Fund (0050)	525.00
501-Refuse Administration (0037)	2,189.53
601-Employee Health & Wlfr (0039)	269,122.93

Void Total: 0.00
EDR Total: 509,117.27

Electronic Disbursement Sub Totals: 509,117.27

ACH Payroll Direct Deposit for 05/08/19: 334,847.99

Electronic Disbursement Total: 1,240,322.86

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 05/14/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	CALIFORNIA PUBLIC V010053	APRIL UAL PAYMENT	395083-5145 Retirement PERS	ACH050219	61,853.37	10000001562693		00011884	05/02/2019
EP	CALIFORNIA PUBLIC V010053	APRIL UAL PAYMENT	395083-5145 Retirement PERS	ACH050219	111,193.16	10000001562694		00011884	05/02/2019
Check Total:					173,046.53				
EP	EMPLOYMENT V010052	STATE TAX P/E 4/20 PD 4/26	0021-2135 Calif Income Tax W/H	ACH050619	4.03	042619		00011885	04/30/2019
EP	EMPLOYMENT V010052	STATE TAX P/E 4/20 PD 4/26	0029-2135 Calif Income Tax W/H	ACH050619	131.41	042619		00011885	04/30/2019
EP	EMPLOYMENT V010052	STATE TAX P/E 4/20 PD 4/26	0037-2135 Calif Income Tax W/H	ACH050619	214.25	042619		00011885	04/30/2019
EP	EMPLOYMENT V010052	STATE TAX P/E 4/20 PD 4/26	0010-2135 Calif Income Tax W/H	ACH050619	15,757.92	042619		00011885	04/30/2019
EP	EMPLOYMENT V010052	STATE TAX P/E 4/20 PD 4/26	0048-2135 Calif Income Tax W/H	ACH050619	662.36	042619		00011885	04/30/2019
EP	EMPLOYMENT V010052	STATE TAX P/E 4/20 PD 4/26	0076-2135 Calif Income Tax W/H	ACH050619	72.33	042619		00011885	04/30/2019
EP	EMPLOYMENT V010052	STATE TAX P/E 4/20 PD 4/26	0050-2135 Calif Income Tax W/H	ACH050619	54.45	042619		00011885	04/30/2019
EP	EMPLOYMENT V010052	STATE TAX P/E 4/20 PD 4/26	0054-2135 Calif Income Tax W/H	ACH050619	249.95	042619		00011885	04/30/2019
EP	EMPLOYMENT V010052	STATE TAX P/E 4/20 PD 4/26	0061-2135 Calif Income Tax W/H	ACH050619	241.56	042619		00011885	04/30/2019
EP	EMPLOYMENT V010052	STATE TAX P/E 4/20 PD 4/26	0062-2135 Calif Income Tax W/H	ACH050619	738.05	042619		00011885	04/30/2019
EP	EMPLOYMENT V010052	STATE TAX P/E 4/20 PD 4/26	0073-2135 Calif Income Tax W/H	ACH050619	16.65	042619		00011885	04/30/2019
Check Total:					18,142.96				
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/20 PD 4/26	0010-2115 Employee Medicare W/H	ACH050619	6,003.47	042619		00011886	04/30/2019

City of Placentia
Electronic Disbursement Register
For 05/14/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/20 PD 4/26	0010-2120 Employer Medicare Payable	ACH050619	6,003.47	042619		00011886	04/30/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/20 PD 4/26	0021-2110 Federal Income Tax W/H	ACH050619	11.07	042619		00011886	04/30/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/20 PD 4/26	0021-2115 Employee Medicare W/H	ACH050619	6.72	042619		00011886	04/30/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/20 PD 4/26	0021-2120 Employer Medicare Payable	ACH050619	0.72	042619		00011886	04/30/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/20 PD 4/26	0029-2110 Federal Income Tax W/H	ACH050619	379.07	042619		00011886	04/30/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/20 PD 4/26	0029-2115 Employee Medicare W/H	ACH050619	53.13	042619		00011886	04/30/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/20 PD 4/26	0029-2120 Employer Medicare Payable	ACH050619	53.13	042619		00011886	04/30/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/20 PD 4/26	0037-2110 Federal Income Tax W/H	ACH050619	519.47	042619		00011886	04/30/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/20 PD 4/26	0037-2115 Employee Medicare W/H	ACH050619	64.82	042619		00011886	04/30/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/20 PD 4/26	0037-2120 Employer Medicare Payable	ACH050619	64.82	042619		00011886	04/30/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/20 PD 4/26	0048-2110 Federal Income Tax W/H	ACH050619	1,727.74	042619		00011886	04/30/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/20 PD 4/26	0048-2115 Employee Medicare W/H	ACH050619	241.21	042619		00011886	04/30/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/20 PD 4/26	0048-2120 Employer Medicare Payable	ACH050619	241.21	042619		00011886	04/30/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/20 PD 4/26	0010-2110 Federal Income Tax W/H	ACH050619	43,481.70	042619		00011886	04/30/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/20 PD 4/26	0050-2110 Federal Income Tax W/H	ACH050619	217.03	042619		00011886	04/30/2019

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/20 PD 4/26	0076-2120 Employer Medicare Payable	ACH050619	19.18	042619		00011886	04/30/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/20 PD 4/26	0050-2115 Employee Medicare W/H	ACH050619	44.35	042619		00011886	04/30/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/20 PD 4/26	0050-2120 Employer Medicare Payable	ACH050619	44.35	042619		00011886	04/30/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/20 PD 4/26	0054-2110 Federal Income Tax W/H	ACH050619	560.20	042619		00011886	04/30/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/20 PD 4/26	0054-2115 Employee Medicare W/H	ACH050619	66.53	042619		00011886	04/30/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/20 PD 4/26	0054-2120 Employer Medicare Payable	ACH050619	66.53	042619		00011886	04/30/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/20 PD 4/26	0061-2110 Federal Income Tax W/H	ACH050619	583.38	042619		00011886	04/30/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/20 PD 4/26	0061-2115 Employee Medicare W/H	ACH050619	111.01	042619		00011886	04/30/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/20 PD 4/26	0061-2120 Employer Medicare Payable	ACH050619	111.01	042619		00011886	04/30/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/20 PD 4/26	0062-2110 Federal Income Tax W/H	ACH050619	1,899.01	042619		00011886	04/30/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/20 PD 4/26	0062-2115 Employee Medicare W/H	ACH050619	291.88	042619		00011886	04/30/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/20 PD 4/26	0062-2120 Employer Medicare Payable	ACH050619	291.88	042619		00011886	04/30/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/20 PD 4/26	0073-2110 Federal Income Tax W/H	ACH050619	45.03	042619		00011886	04/30/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/20 PD 4/26	0073-2115 Employee Medicare W/H	ACH050619	17.51	042619		00011886	04/30/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/20 PD 4/26	0073-2120 Employer Medicare Payable	ACH050619	17.51	042619		00011886	04/30/2019

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/20 PD 4/26	0076-2110 Federal Income Tax W/H	ACH050619	174.21	042619		00011886	04/30/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/20 PD 4/26	0076-2115 Employee Medicare W/H	ACH050619	19.18	042619		00011886	04/30/2019
Check Total:					63,425.53				
EP	ICMA RETIREMENT TRUST V000496	PE 05/04/19 PD 05/10/19	0029-2170 Deferred Comp Payable - ICMA	PY19010	146.64	2995/1901010		00011887	05/10/2019
EP	ICMA RETIREMENT TRUST V000496	PE 05/04/19 PD 05/10/19	0037-2170 Deferred Comp Payable - ICMA	PY19010	201.00	2995/1901010		00011887	05/10/2019
EP	ICMA RETIREMENT TRUST V000496	PE 05/04/19 PD 05/10/19	0048-2170 Deferred Comp Payable - ICMA	PY19010	784.66	2995/1901010		00011887	05/10/2019
EP	ICMA RETIREMENT TRUST V000496	PE 05/04/19 PD 05/10/19	0050-2170 Deferred Comp Payable - ICMA	PY19010	84.78	2995/1901010		00011887	05/10/2019
EP	ICMA RETIREMENT TRUST V000496	PE 05/04/19 PD 05/10/19	0010-2170 Deferred Comp Payable - ICMA	PY19010	13,266.47	2995/1901010		00011887	05/10/2019
EP	ICMA RETIREMENT TRUST V000496	PE 05/04/19 PD 05/10/19	0054-2170 Deferred Comp Payable - ICMA	PY19010	317.45	2995/1901010		00011887	05/10/2019
EP	ICMA RETIREMENT TRUST V000496	PE 05/04/19 PD 05/10/19	0076-2170 Deferred Comp Payable - ICMA	PY19010	42.15	2995/1901010		00011887	05/10/2019
EP	ICMA RETIREMENT TRUST V000496	PE 05/04/19 PD 05/10/19	0061-2170 Deferred Comp Payable - ICMA	PY19010	552.12	2995/1901010		00011887	05/10/2019
EP	ICMA RETIREMENT TRUST V000496	PE 05/04/19 PD 05/10/19	0062-2170 Deferred Comp Payable - ICMA	PY19010	467.26	2995/1901010		00011887	05/10/2019
Check Total:					15,862.53				
EP	PLACENTIA POLICE V000839	PE 05/04/19 PD 05/10/19	0010-2180 Police Mgmt Assn Dues	PY19010	848.20	2625/1901010		00011888	05/10/2019
EP	PLACENTIA POLICE V000839	PE 05/04/19 PD 05/10/19	0050-2180 Police Mgmt Assn Dues	PY19010	5.29	2625/1901010		00011888	05/10/2019
EP	PLACENTIA POLICE V000839	PE 05/04/19 PD 05/10/19	0061-2180 Police Mgmt Assn Dues	PY19010	15.34	2625/1901010		00011888	05/10/2019

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
				Check Total:	868.83				
EP	CALIFORNIA PUBLIC V006234	MAY MEDICAL INSURANCE	395000-4715 ISF Health Ins Reimbursement	ACH050919	144,754.28	10000001564618		00011889	05/09/2019
EP	CALIFORNIA PUBLIC V006234	MAY MEDICAL INSURANCE	395083-5161 Health Insurance Premiums	ACH050919	14,491.05	10000001564618		00011889	05/09/2019
				Check Total:	159,245.33				
EP	AMERICAN FIDELITY V010011	P/E 4/20 PD 4/26	0010-2188 Health Care SSA	ACH051019	321.87	042619		00011890	05/01/2019
EP	AMERICAN FIDELITY V010011	P/E 4/20 PD 4/26	0010-2190 Dependent Care SSA	ACH051019	68.75	042619		00011890	05/01/2019
EP	AMERICAN FIDELITY V010011	P/E 4/20 PD 4/26	0029-2188 Health Care SSA	ACH051019	9.59	042619		00011890	05/01/2019
EP	AMERICAN FIDELITY V010011	P/E 4/20 PD 4/26	0010-2155 Per Sec Plan - Opt. Life	ACH051019	35.10	042619		00011890	05/01/2019
EP	AMERICAN FIDELITY V010011	P/E 4/20 PD 4/26	0037-2188 Health Care SSA	ACH051019	16.83	042619		00011890	05/01/2019
EP	AMERICAN FIDELITY V010011	P/E 4/20 PD 4/26	395000-2187 Voluntary Plan Life	ACH051019	474.85	042619		00011890	05/01/2019
EP	AMERICAN FIDELITY V010011	P/E 4/20 PD 4/26	0037-2190 Dependent Care SSA	ACH051019	18.75	042619		00011890	05/01/2019
EP	AMERICAN FIDELITY V010011	P/E 4/20 PD 4/26	0048-2188 Health Care SSA	ACH051019	15.01	042619		00011890	05/01/2019
EP	AMERICAN FIDELITY V010011	P/E 4/20 PD 4/26	0048-2190 Dependent Care SSA	ACH051019	37.50	042619		00011890	05/01/2019
EP	AMERICAN FIDELITY V010011	P/E 4/20 PD 4/26	0054-2188 Health Care SSA	ACH051019	32.50	042619		00011890	05/01/2019
				Check Total:	1,030.75				
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/6 PD 4/12	0010-2150 Survivor Benefit Package	ACH051019	106.77	041219		00011891	05/01/2019
EP	CALIFORNIA PUBLIC	PERS P/E 4/6 PD 4/12	0010-2195	ACH051019	19.06	041219		00011891	05/01/2019

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Ref #	Ref Date
	V010053		PERS Uniform					
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/6 PD 4/12	0029-2140 Employee PERS W/H	ACH051019	996.72 041219		00011891	05/01/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/6 PD 4/12	0029-2150 Survivor Benefit Package	ACH051019	1.06 041219		00011891	05/01/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/6 PD 4/12	0029-2195 PERS Uniform	ACH051019	0.30 041219		00011891	05/01/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/6 PD 4/12	0037-2140 Employee PERS W/H	ACH051019	1,062.15 041219		00011891	05/01/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/6 PD 4/12	0037-2150 Survivor Benefit Package	ACH051019	1.02 041219		00011891	05/01/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/6 PD 4/12	0048-2140 Employee PERS W/H	ACH051019	5,038.83 041219		00011891	05/01/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/6 PD 4/12	0048-2150 Survivor Benefit Package	ACH051019	4.51 041219		00011891	05/01/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/6 PD 4/12	0048-2195 PERS Uniform	ACH051019	1.47 041219		00011891	05/01/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/6 PD 4/12	0050-2140 Employee PERS W/H	ACH051019	74.51 041219		00011891	05/01/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/6 PD 4/12	0050-2150 Survivor Benefit Package	ACH051019	0.18 041219		00011891	05/01/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/6 PD 4/12	0050-2195 PERS Uniform	ACH051019	0.06 041219		00011891	05/01/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/6 PD 4/12	0054-2140 Employee PERS W/H	ACH051019	869.98 041219		00011891	05/01/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/6 PD 4/12	0054-2150 Survivor Benefit Package	ACH051019	0.70 041219		00011891	05/01/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/6 PD 4/12	0061-2140 Employee PERS W/H	ACH051019	2,477.16 041219		00011891	05/01/2019
EP	CALIFORNIA PUBLIC	PERS P/E 4/6 PD 4/12	0061-2150	ACH051019	1.04 041219		00011891	05/01/2019

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V010053		Survivor Benefit Package						
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/6 PD 4/12	0010-2140 Employee PERS W/H	ACH051019	121,773.63	041219		00011891	05/01/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/6 PD 4/12	0061-2195 PERS Uniform	ACH051019	0.58	041219		00011891	05/01/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/6 PD 4/12	395083-5145 Retirement PERS	ACH051019	-63,643.78	041219		00011891	05/01/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/6 PD 4/12	0062-2140 Employee PERS W/H	ACH051019	5,776.35	041219		00011891	05/01/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/6 PD 4/12	0062-2150 Survivor Benefit Package	ACH051019	5.53	041219		00011891	05/01/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/6 PD 4/12	0062-2195 PERS Uniform	ACH051019	0.75	041219		00011891	05/01/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/6 PD 4/12	0073-2140 Employee PERS W/H	ACH051019	290.45	041219		00011891	05/01/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/6 PD 4/12	0073-2150 Survivor Benefit Package	ACH051019	0.65	041219		00011891	05/01/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/6 PD 4/12	0073-2195 PERS Uniform	ACH051019	0.32	041219		00011891	05/01/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/6 PD 4/12	0076-2140 Employee PERS W/H	ACH051019	63.14	041219		00011891	05/01/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/6 PD 4/12	0076-2150 Survivor Benefit Package	ACH051019	0.14	041219		00011891	05/01/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/6 PD 4/12	0076-2195 PERS Uniform	ACH051019	0.01	041219		00011891	05/01/2019
				Check Total:	74,923.29				
EP	INTERNAL REVENUE V010054	MEDICARE & FICA ADJUSTMENTS	101001-5140 Employers' Social Security	ACH051019	306.16	043019		00011892	05/01/2019
EP	INTERNAL REVENUE V010054	MEDICARE & FICA ADJUSTMENTS	101003-5135 Medicare	ACH051019	87.08	043019		00011892	05/01/2019

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Ref #	Ref Date
EP	INTERNAL REVENUE V010054	MEDICARE & FICA ADJUSTMENTS	101513-5135 Medicare	ACH051019	8.14 043019		00011892	05/01/2019
EP	INTERNAL REVENUE V010054	MEDICARE & FICA ADJUSTMENTS	102020-5135 Medicare	ACH051019	129.18 043019		00011892	05/01/2019
EP	INTERNAL REVENUE V010054	MEDICARE & FICA ADJUSTMENTS	102531-5135 Medicare	ACH051019	117.12 043019		00011892	05/01/2019
EP	INTERNAL REVENUE V010054	MEDICARE & FICA ADJUSTMENTS	102532-5135 Medicare	ACH051019	160.76 043019		00011892	05/01/2019
EP	INTERNAL REVENUE V010054	MEDICARE & FICA ADJUSTMENTS	103040-5135 Medicare	ACH051019	366.14 043019		00011892	05/01/2019
EP	INTERNAL REVENUE V010054	MEDICARE & FICA ADJUSTMENTS	103041-5135 Medicare	ACH051019	269.86 043019		00011892	05/01/2019
EP	INTERNAL REVENUE V010054	MEDICARE & FICA ADJUSTMENTS	101001-5135 Medicare	ACH051019	71.60 043019		00011892	05/01/2019
EP	INTERNAL REVENUE V010054	MEDICARE & FICA ADJUSTMENTS	103042-5135 Medicare	ACH051019	80.38 043019		00011892	05/01/2019
EP	INTERNAL REVENUE V010054	MEDICARE & FICA ADJUSTMENTS	547525-5135 Medicare	ACH051019	12.06 043019		00011892	05/01/2019
EP	INTERNAL REVENUE V010054	MEDICARE & FICA ADJUSTMENTS	103043-5135 Medicare	ACH051019	134.94 043019		00011892	05/01/2019
EP	INTERNAL REVENUE V010054	MEDICARE & FICA ADJUSTMENTS	103550-5135 Medicare	ACH051019	6.60 043019		00011892	05/01/2019
EP	INTERNAL REVENUE V010054	MEDICARE & FICA ADJUSTMENTS	103650-5135 Medicare	ACH051019	513.36 043019		00011892	05/01/2019
EP	INTERNAL REVENUE V010054	MEDICARE & FICA ADJUSTMENTS	103654-5135 Medicare	ACH051019	168.32 043019		00011892	05/01/2019
EP	INTERNAL REVENUE V010054	MEDICARE & FICA ADJUSTMENTS	104071-5135 Medicare	ACH051019	80.38 043019		00011892	05/01/2019
EP	INTERNAL REVENUE V010054	MEDICARE & FICA ADJUSTMENTS	296561-5135 Medicare	ACH051019	6.60 043019		00011892	05/01/2019

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	INTERNAL REVENUE V010054	MEDICARE & FICA ADJUSTMENTS	374386-5135 Medicare	ACH051019	26.42	043019		00011892	05/01/2019
EP	INTERNAL REVENUE V010054	MEDICARE & FICA ADJUSTMENTS	484356-5135 Medicare	ACH051019	26.42	043019		00011892	05/01/2019

Check Total: 2,571.52

Type Total: 509,117.27

Check Total: 509,117.27



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: MAY 21, 2019

SUBJECT: **SECOND READING OF ORDINANCE NO. O-2019-03 APPROVING THE REVISED ORANGE COUNTY TAXI ADMINISTRATION PROGRAM ("OCTAP") REGULATIONS AND AMENDING CHAPTER 6.68 OF TITLE 6 OF THE PLACENTIA MUNICIPAL CODE RELATING TO THE REGULATION OF TAXICABS**

FISCAL

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

SUMMARY:

On May 7, 2019, the City Council unanimously approved the first reading of Ordinance O-2019-03 approving the revised Orange County Taxi Administration Program ("OCTAP") by amending Chapter 6.68 of Title 6 of the Placentia Municipal Code. The recommended actions will approve the second reading and adoption of Ordinance No. O-2019-03 which will take effect 30 days after adoption. In addition, Resolution No. R-2019-XX is presented for Council consideration to incorporate the fines outlined in the new ordinance into the City's existing fee schedule.

RECOMMENDATION:

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

1. Waive full reading, by title only, and adopt Ordinance No. O-2019-03, An Ordinance of the City Council of the City of Placentia, California, amending Chapter 6.68 of Title 6 of the Placentia Municipal Code relating to the regulation of taxicabs; and
2. Approve Resolution No. R-2019-XX, A Resolution of the City Council of the City of Placentia, California adopting into the existing City fee schedule the revised Orange County Taxi Administration Program ("OCTAP") Administrative Action and Fines Schedule outlined in the revised OCTAP Regulations.

1. c.
May 21, 2019

DISCUSSION:

The Orange County Transportation Authority ("OCTA") has administered the OCTAP on behalf of Orange County Cities and the County of Orange since 1998. At that time, OCTAP was created to consolidate the licensing, application, and administrative functions to assist the cities and the County ("member agencies") in meeting the requirements set forth in Government Code Section 53075.5 and Vehicle Code 21100, *et seq.* The OCTAP Regulations define "taxicab" as excluding vehicles operating as Charter Party Carriers licensed as such by any State agency, including the California Public Utilities Commission ("CPUC"), or any other vehicle operating under the authority of any state agency, including the CPUC. Transportation network companies such as Uber and Lyft operate under the authority of the CPUC and are therefore expressly excluded from the definition of taxicab.

In October 2017, then Governor Brown signed into law new taxi regulations (AB 1069). This new law changed the way taxis were regulated and OCTAP could no longer operate as it once did. In October 2018, the OCTA Board of Directors directed Staff to establish a cooperative agreement with Orange County Cities and the County for the administration of OCTAP from January 1, 2019 through December 31, 2020. On December 3, 2018, the City Administrator approved a Cooperative Agreement with OCTA and the other cities for this program as it was within his administrative approval limit.

Since its inception, OCTAP was designed to be funded entirely through permit and license fees collected from taxi operators and drivers. With the arrival of transportation network companies ("TNC"), such as Uber and Lyft, the marketplace had greatly reduced revenues and thereby created a financially unsustainable condition for OCTAP as currently funded. Following discussion with the Orange County City Manager's Association ("OCCMA"), it was determined that contributions from member agencies would be required for OCTA to continue to administer OCTAP. Due to the continued decline of taxicab permits, the permit fees alone are not enough to sustain the program and therefore external contributions from member agencies were agreed upon using a population-based cost sharing model.

A new OCTAP structure was established, which included the formation of a Steering Committee to develop new taxicab regulations to help level the playing field between TNC service providers and traditional taxis. The OCTAP regulations are intended to define minimum taxicab company, taxicab vehicle, and taxicab driver permitting requirements, establish minimum safety standards for the operation of a taxicab, and consolidate the permitting of taxicab transportation service for the agencies. The OCTAP regulations are then enforced through adoption into each agency's municipal code through a model ordinance so the regulations are uniform throughout the County. Each agency is responsible for enforcing the OCTAP regulations, prosecuting violators, and notifying OCTAP of such occurrences. All policies, procedures, rules and regulations pertaining to taxicab companies, drivers, and vehicles not specifically provided for in the OCTAP regulations remain within the authority and jurisdiction of each agency. At the time of this writing, there are no known taxicab companies operating within the City of Placentia that would require this regulatory oversight.

At its February 5, 2019 meeting, the OCTAP Steering Committee approved new bylaws; adopted new and reduced taxi regulations, a fine schedule, and metered rates; and considered OCTAP permit fees for OCTA Board consideration. The committee unanimously approved all items, including recommending the proposed permit fees to the OCTA Board.

On May 7, 2019, the City Council unanimously approved Ordinance No. O-2019-03 adopting the new OCTAP regulations. This item is presented to the City Council for the second reading and the ordinance will take effect 30 days after adoption. In addition, Resolution No. R-2019-XX is presented to the City Council for its consideration to adopt the administrative action and fines schedule outlined in the revised OCTAP regulations into the City's existing fee schedule.

Prepared by:



Luis Estevez
Director of Public Works

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Ordinance O-2019-03, Relating to the Regulation of Taxi Cabs
2. Resolution R-2019-XX, Adopting OCTAP Administrative Action and Fines

ORDINANCE NO. O-2019-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, AMENDING CHAPTER 6.68 OF TITLE 6 OF THE PLACENTIA MUNICIPAL CODE RELATING TO THE REGULATION OF TAXICABS

City Attorney Summary

This ordinance would amend Chapter 6.68 of the City of Placentia Municipal Code to update the existing provisions relating to the regulation of taxicabs in accordance with AB 1069 recently passed by the California Legislature. The amendments contained in this ordinance are consistent with the requirements of Government Code section 53075.5 as amended by AB 1069. The City would continue to participate in the Orange County taxi administration program (OCTAP) administered by the Orange County Transportation Authority and adopt OCTAP's regulations as part of this ordinance.

A. Recitals

- (i) The California Legislature recently passed AB 1069 amending Government Code section 53075.5 to require every city and county in which a taxicab company is substantially located to adopt an ordinance or resolution regarding taxicab transportation service operation in order to protect the public health, safety, and welfare.
- (ii) The ordinance must provide for a policy for entry into the business of providing taxicab services, the establishment or registration of rates for the provision of such services, and a mandatory controlled substance and alcohol testing certification program.
- (iii) Section 53075.5(j)(1)(B) permits a city to enter into an agreement with a transit agency for the purpose of regulating or administering the taxicab companies located substantially within the jurisdictional boundaries of the transit agency, provides that a taxicab company is substantially located within the jurisdictional boundaries of the transit agency if it is substantially located within the city that enters into an agreement pursuant to Section 53075.5(j)(1)(B), and permits the transit agency to exercise all powers granted to the city that is a party to the agreement pursuant to Section 53075.5 in order to regulate or administer taxicab companies within those boundaries.
- (iv) The City of Placentia ("City") and other Orange County cities formed the Orange County Taxi Administration Program ("OCTAP") to comply with the requirements of Section 53075.5 and to establish minimum safety and service standards for the provision of taxicab services in Orange County, to increase public safety, to reduce administrative costs for the public and private sector, and to expand the provision of private transportation service in Orange County.

- (v) The City, along with several other Orange County cities and the County of Orange, has entered into Cooperative Agreement No. C-8-2015, effective January 1, 2019, with the Orange County Transportation Authority ("OCTA") for such administration and regulation.
- (vi) Pursuant to the Cooperative Agreement, OCTA administers OCTAP on behalf of the participating cities and the County.
- (vii) Pursuant to Article 4(B) of the Cooperative Agreement, the participating agencies are required to adopt OCTAP Regulations into their respective municipal codes and are responsible for enforcement of all violations of their taxicab ordinances and the OCTAP Regulations occurring within their jurisdictions.
- (viii) The City desires to amend Chapter 6.68 of the Placentia Municipal Code to comply with its obligations pursuant to the Cooperative Agreement and state law.

B. Ordinance

NOW, THEREFORE, the City Council of the City of Placentia does hereby find, determine and ordain as follows:

SECTION 1. Chapter 6.68 of Title 6 of the Placentia Municipal Code is hereby deleted in its entirety and replaced as follows:

6.68.010 Purpose and intent.

The purpose of this chapter is to provide an objective and comprehensive process for taxicab operations within the city.

6.68.020 Definitions.

Unless otherwise set forth herein, the words and phrases used in this chapter shall have the meaning set forth in the taxicab regulations adopted by the city council.

"OCTAP" means the Orange County Taxi Administration Program, an association of cities, including city, and the County of Orange, formed to establish a policy for entry into the business of providing taxicab transportation service in compliance with the agencies' requirements under California Government Code section 53075.5, and administered by the Orange County Transportation Authority.

"Substantially located" has the meaning set forth in California Government Code section 53075.5.

“Taxicab” means a vehicle capable of carrying not more than eight persons, excluding the driver, and used to carry passengers for hire. The term shall exclude a vehicle operating as a Charter Party Carrier licensed as such by any state agency, including the California Public Utilities Commission (CPUC), or any other vehicle operating under the authority of any state agency, including the CPUC.

6.68.030 Permit required.

It shall be unlawful for any taxicab driver or taxicab company to operate within the city without a permit issued by OCTAP.

6.68.040 Taxicab regulations.

All taxicab drivers and taxicab companies shall comply with the taxicab regulations adopted by the City Council, which include fees, rates, and fines. The taxicab regulations are made a part of this chapter by this reference as though set out in full herein. A copy of the taxicab regulations is on file in the office of the City Clerk.

6.68.050 Separate from business licensing.

The requirements of this chapter are separate and independent from the business licensing provisions of this code if the driver or company is substantially located within the city.

6.68.060 Violation and penalty.

Violation of this chapter shall be subject to the penalty provisions set forth in Chapters 1.08 and 1.10 of this code and in the taxicab regulations adopted by the City Council. In addition, any person or company operating a taxicab in the city without a valid permit may be subject to a fine of five thousand dollars (\$5,000.00).

SECTION 2. In compliance with Section 53075.5(b) of the California Government Code, the City Council hereby adopts as the City’s taxicab regulations the OCTAP Regulations attached hereto as Exhibit “A.” One full copy of the OCTAP Regulations, certified to be a true copy by the City Clerk, shall be kept on file in the office of the City Clerk for public inspection.

SECTION 3. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Ordinance shall nonetheless remain in full force and effect. The City Council of the City of Placentia hereby declares that it would have adopted each section, subsection, sentence, clause, phrase, or portion of this Ordinance, irrespective of the fact that any one or more

sections, subsections, sentences, clauses, phrases, or portions of this Ordinance be declared invalid or unenforceable.

SECTION 4. The Mayor shall sign, and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published and posted pursuant to the provisions of law and this Ordinance shall take effect thirty (30) days after passage.

INTRODUCED at a regular meeting of the City Council of the City of Placentia held on May 7, 2019.

PASSED, APPROVED AND ADOPTED this 21st day of May 2019.

Rhonda Shader, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

I, Robert S. McKinnell, 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 21st day of May 2019 by the following vote:

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

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

EXHIBIT A

REGULATIONS OF THE ORANGE COUNTY TAXI ADMINISTRATION PROGRAM
ATTACHED



**REGULATIONS
OF THE
ORANGE COUNTY
TAXI ADMINISTRATION
PROGRAM**

Approved 02/05/2019

Effective XX/XX/2019

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PURPOSE AND SCOPE

The Orange County Taxi Administration Program (OCTAP) is an association of Orange County Agencies formed to establish a policy for entry into the business of providing Taxicab transportation service in compliance with Agencies' requirements under California Government Code § 53075.5. OCTAP was formed pursuant to interagency-agreements between the Orange County Transportation Authority (OCTA) and participating Agencies. The objective of OCTAP is to establish minimum safety and service standards for the provision of Taxicab services in Orange County, to increase public safety, reduce administrative costs for the public and private sector, and to expand the provision of private transportation service in Orange County.

Although not a participating Agency, OCTA provides administrative functions for the OCTAP program and manages the permitting processes necessary to issue Taxicab company, vehicle, and driver permits on behalf of the Agencies. The OCTAP Regulations are intended to define minimum Taxicab company, Taxicab vehicle, and Taxicab driver permitting requirements, establish minimum safety and service standards for the operation of a Taxicab, and consolidate the permitting of Taxicab transportation service for the Agencies.

Agency Legislative Independence and Authority Retained.

The OCTAP Regulations are developed by the Agencies and enforced through adoption of the OCTAP Regulations into each Agency's municipal code. Each Agency shall be responsible for enforcing the OCTAP Regulations, prosecuting violators, and notifying OCTAP of such occurrences. All policies, procedures, ordinances, rules, and regulations pertaining to Taxicab companies, Taxicab drivers, Taxicabs, fares, notices, safety, Taxicab stands, pickup, hours of operations, and all other functions not specifically provided for in the OCTAP Regulations, shall remain within the authority and jurisdiction of each Agency.

Each Agency retains all authority, responsibility, and independence for Taxicab regulation and enforcement within its Area of Jurisdiction. Each Agency retains the right and authority to select the Company(ies) authorized to operate within its jurisdiction, including the number of Taxicabs authorized to pick up passengers within its jurisdiction. Each Agency reserves the right to implement and enforce additional requirements or limits beyond the OCTAP Regulations.

DEFINITIONS

1. Agency

"Agency" means each City and the County of Orange that participates in OCTAP.

2. Area of Jurisdiction

"Area of Jurisdiction" of each Agency means the area within the boundaries of a City, or for the County means the unincorporated area, including John Wayne Airport.

3. ASE

"ASE" means the National Institute for Automotive Service Excellence.

4. Bandit Taxicab

"Bandit Taxicab" refers to a Taxicab operating within the Area of Jurisdiction of any OCTAP Agency without a valid OCTAP permit, when one is required, or other permit issued by a permitting agency that is accepted by the OCTAP Agencies.

5. BAR

"BAR" means the Bureau of Automotive Repair.

6. Company

"Company" includes a natural person, firm, association, organization, partnership, business, trust, corporation, or public entity.

7. Company Permit

"Company Permit" means a valid permit issued by OCTAP authorizing a Company to operate a Taxicab business within the Area of Jurisdiction of any participating Agency, which allows the Company to serve that Agency.

8. Driver

"Driver" means a person who has a valid OCTAP-issued Driver Permit.

9. Driver Permit

“Driver Permit” means a valid permit issued by OCTAP authorizing a person to drive or control the movements of a Taxicab.

10. OCTA

“OCTA” means the Orange County Transportation Authority.

11. OCTAP

“OCTAP” means the Orange County Taxi Administration Program.

12. Permittee

“Permittee” means a Company that holds a valid OCTAP Company Permit.

13. Taxicab

“Taxicab” means a vehicle capable of carrying not more than eight persons, excluding the driver, and used to carry passengers for hire. The term shall exclude a vehicle operating as a Charter Party Carrier licensed as such by any state agency, including the California Public Utilities Commission (CPUC), or any other vehicle operating under the authority of any state agency, including the CPUC.

14. Taxicab Permit

“Taxicab Permit” means a valid permit issued by OCTAP, authorizing a particular vehicle to be operated as a Taxicab.

15. Transportation Agreements

“Transportation Agreements” means any separate agreement that an Agency has established with an OCTAP Permittee for operation within its jurisdiction.

AGENCY AND OCTA PARTICIPATION

Agency Responsibilities.

Each Agency shall:

- Participate as a member of OCTAP.
- Appoint its City Manager, Executive Officer, or their designee, to participate as a member of the OCTAP Steering Committee.

- Adopt and enforce a Taxicab ordinance or resolution consistent with the OCTAP Regulations.
- Enforce, and if necessary, prosecute all violations of its Taxicab ordinance or resolution and the OCTAP Regulations.
- Notify OCTAP of any public or law enforcement complaint pertaining to permitted Taxicab companies, Taxicabs, and Taxicab drivers within its Area of Jurisdiction.

OCTA Responsibilities.

OCTA shall provide the services described in the OCTAP Regulations on behalf of each Agency that adopts the OCTAP Regulations by ordinance or resolution, and shall:

- Provide staff and administrative services necessary to issue permits and implement the OCTAP Regulations.
- Collect fees to cover the costs of administering OCTAP and collect fines associated with violations of OCTAP Regulations.

However, OCTA shall not assume liability for the performance of Taxicab companies, Taxicab drivers, or Taxicabs. OCTA is not responsible for the enforcement of Agency ordinances or resolutions, the enforcement of non-permitted Taxicab operations, or for collecting franchise fees or business license fees imposed by participating Agencies on Taxicab companies or drivers.

STEERING COMMITTEE

The OCTAP Steering Committee shall be appointed by the Agencies. The OCTAP Steering Committee is responsible for creating the OCTAP Regulations and advising OCTA on matters including the OCTAP Regulations, the policies and procedures governing the issuance of permits, and public safety issues in Orange County. The OCTAP Steering Committee will meet as needed to advise OCTA on all matters discussed herein.

1. GENERAL RULES AND REQUIREMENTS

Each OCTAP Permittee, its management, employees, affiliated drivers, leaseholders, and owner-operators are individually and jointly responsible for complying with OCTAP Regulations; all California Vehicle Codes and Statutes; all applicable federal, state and local laws, statutes, and ordinances; all ordinances of a City, Agency, Airport, or County related to the operation of a Taxicab; and all lawful orders, rules, and regulations promulgated thereunder regarding the transportation of customers in a Taxicab.

1.1. Permittee.

- 1.1.1 Permittee shall ensure Taxicabs are driven only by OCTAP permitted Drivers.
- 1.1.2 Permittee shall not operate a Taxicab without a valid Taxicab Permit from OCTAP, unless otherwise permitted by law.
- 1.1.3 Permittee shall notify OCTAP within forty-eight (48) business hours of an affiliated Driver who becomes unqualified or unauthorized to drive a Taxicab or upon termination of employment or affiliation with Permittee.
- 1.1.4 Permittee shall maintain all programs and requirements for receiving a Company Permit and verify the continuous enrollment of affiliated drivers in their OCTAP-approved drug and alcohol testing program and DMV Pull Notice program.
- 1.1.5 Permittee shall comply with any separate requirements that may have been adopted by any Agency in which Permittee intends to operate, including, but not limited to, establishment of a franchise and the payment of business license fees or taxes.
- 1.1.6 Permittee shall cooperate fully with OCTAP Staff.
- 1.1.7 Permittee shall notify OCTAP staff within forty-eight (48) business hours when vehicles are removed from service and will surrender OCTAP vehicle permits in accordance with Section 4.5.
- 1.1.8 Permittee shall maintain reasonable financial responsibility to conduct Taxicab transportation services in accordance with the OCTAP Regulations.
- 1.1.9 Permittee shall maintain a safety education and training program in effect for all Taxicab Drivers, whether employees or contractors.
- 1.1.10 Permittee shall maintain a disabled access education and training program to instruct its Taxicab Drivers on compliance with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.) and amendments thereto, and state disability rights laws, including making clear that it is illegal to decline to serve a person with a disability or who has a service animal.
- 1.1.11 Permittee shall disclose fares, fees, or rates to the customer, and may satisfy this by disclosing fares, fees, or rates on its Internet Web site, mobile telephone application, or telephone orders upon request.

- 1.1.12 For on-demand (flagged) trips, the Taxicab must possess a fully operational taximeter with current and intact seals, or any type of device or technology approved by the Division of Measurement Standards to calculate fares, including the use of Global Positioning System metering, provided that the device or technology complies with Section 12500.5 of the Business and Professions Code and with all regulations established pursuant to Section 12107 of the Business and Professions Code. The customer shall not be charged a fare that exceeds the authorized fare.

1.2 Permitted Drivers.

- 1.2.1 A Driver must possess and display a valid OCTAP Driver Permit in order to operate a Taxicab, and at all times the taxicab is in operation, on behalf of a Permittee.
- 1.2.2 A driver shall not operate a taxicab without a valid OCTAP Taxicab Permit.
- 1.2.3 Permitted Drivers shall adhere to all regulations related to Taxicab Operation in Section 6.
- 1.2.4 Permitted Drivers may only pick up passengers in the Area of Jurisdiction of those agencies that have approved the Permittee he/she represents, unless otherwise permitted by law.
- 1.2.5 Permitted Drivers shall cooperate with the Permittee, Law and Code Enforcement Officers, and OCTAP Staff, including random testing and all vehicle inspections.
- 1.2.6 The Driver Permit must be displayed in the passenger side area of the dashboard, easily viewable from inside or outside of the vehicle. The Driver Permit must be attached in a way that makes it removable by the Driver to provide to law enforcement, code enforcement officers, or OCTAP staff, when requested. The Driver's California driver license number on the Driver Permit may be covered by a removable label, if desired. No other alterations, covered, or hidden information to the OCTAP Driver Permit is allowed.
- 1.2.7 A driver in possession of an altered or defaced permit will not be considered to be in possession of a valid Driver's Permit.
- 1.2.8 A Driver shall not display another person's OCTAP Driver Permit or allow another person to use their Driver Permit.

- 1.2.9 A Driver shall not carry more passengers in the Taxicab than are authorized by the manufacturer's recommendations. Operational seat belts must be available for all passengers.
- 1.2.10 A Driver shall operate a Taxicab in accordance with all applicable state and local laws and regulations and with due regard for the safety, comfort, and convenience of passengers, and of the general public.

2. COMPANY PERMITS

No Company shall operate a Taxicab business or advertise as a Taxicab business within the Area of Jurisdiction of an Agency without having first obtained a Company Permit from OCTAP, unless otherwise authorized by Government Code § 53075.5, or without permission from the Agency to operate in the Area of Jurisdiction of such Agency, if the Agency's legislative body requires such permission.

2.1 Company Permit Requirements.

A Company Permit shall be issued from OCTAP when the following conditions have been satisfied:

- 2.1.1 Submission of a complete Company Permit application package.
- 2.1.2 Submission of a copy of the applicant's drug and alcohol policy meeting OCTAP requirements and proof that the applicant has implemented a Drug and Alcohol Certification Program covering all its affiliated permitted Drivers pursuant to Government Code § 53075.5 and meeting the following requirements.
 - 2.1.2.1 A contract with a drug and alcohol program administrator and authorized lab certified by the U.S. Department of Transportation.
 - 2.1.2.2 Procedures and components substantially as in Part 40 of Title 49 of the Code of Federal Regulations, for pre-employment or pre-licensing and licensing renewal.
 - 2.1.2.3 Procedures and components substantially as in Part 382 of Title 49 of the Code of Federal Regulations for rehabilitation, return-to-duty and follow up testing.
 - 2.1.2.4 Procedures and components for random testing following U.S. Department of Transportation guidelines, annual minimum random testing rates, and additional tests as required following accidents, rehabilitation, return-to-service,

and other circumstances providing reasonable suspicion to test.

- 2.1.2.5 When requested, random testing reports to be made available to OCTAP by the program administrator.
 - 2.1.2.6 The applicant's and program administrator's records shall be made available to OCTAP upon request within forty-eight (48) business hours.
 - 2.1.2.7 The test results must be provided to OCTAP and the Permittee by the testing facility.
 - 2.1.2.8 Drivers must show a valid California driver license at the time and place of testing.
- 2.1.3 Submission of evidence of insurance, in full force and effect, in such form as required by OCTAP, issued by a solvent and responsible company licensed to do business in the State of California, insuring the applicant against loss by reason of injury or damage that may result to persons, including Taxicab passengers, or property, from the negligent operation or maintenance of such Taxicab.
- 2.1.3.1 Applicant shall provide a Certificate of Insurance and Insurance Policy Binder showing that the applicant is insured for a minimum combined single limit of one million dollars (\$1,000,000) for the injury or death of one or more persons in the same accident, and one hundred thousand dollars (\$100,000) for injury or destruction of property with an insurer with a minimum AM Best Rating of A-7. Each insurance policy required by these Regulations shall waive all rights of subrogation against OCTA, OCTAP and its member agencies, including their respective elected and appointed officials, officers, directors, employees, agents and volunteers. No self-insured retention shall be allowed.
 - 2.1.3.2 Deductibles shall not exceed ten thousand dollars (\$10,000) per occurrence. In addition, the applicant shall direct the insurance company to provide OCTAP copies of Endorsements to the insurance policy 1) naming OCTA, OCTAP and its member agencies, including their respective elected and appointed officials, officers, directors, employees, agents and volunteers, as additional insureds; and 2) indicating that coverage shall not be reduced, terminated or cancelled without thirty (30) days prior written notice to OCTAP; and 3) the OCTAP special endorsement must be

completed and duly executed by the agent or broker of record and submitted along with the proof of insurance.

- 2.1.3.3 At least one (1) business day prior to the expiration of the current policies, a Permittee shall submit insurance binders evidencing insurance coverage for the policy period subsequent to the expiration of the current policies. Lapses or interruptions of insurance coverage shall cause an immediate suspension of the Company Permit, pending revocation, and an immediate revocation of all Taxicab Permits issued to the Permittee. Reinstatement of a Company Permit may require payment of applicable fees and/or fines. Furthermore, if reinstated, any Taxicab(s) a Permittee desires to be placed back into service will require the issuance of a new Taxicab Permit with applicable fees paid.
- 2.1.4 Submission of Department of Motor Vehicles (DMV) Pull Notice Program Requester Code Number issued to applicant, as defined in Vehicle Code § 1808.1 and continuous enrollment in the Pull Notice program. All affiliated Taxicab Drivers must be enrolled within seven (7) calendar days from inception of the program or date of affiliation. Permittees are required to notify OCTAP upon receipt of a DMV Pull Notice for any affiliated Driver that indicates an action that would no longer qualify the Driver for a Driver Permit. Permittee shall require the Driver to immediately cease operation and surrender their Driver Permit to Permittee. Permittee shall return the Driver Permit to OCTAP within forty-eight (48) business hours of DMV Pull Notice receipt. DMV Pull Notice records shall be made available to OCTAP within forty-eight (48) business hours of request.
- 2.1.5 Submission of proof of current California Department of Motor Vehicles registration for each Taxicab listed in the Company Permit application. All Taxicabs listed in the Company Permit application shall be registered pursuant to Section 5.2.
- 2.1.6 Every owner, partner, or principal officer of applicant has submitted to Live Scan fingerprinting at an approved California Department of Justice fingerprinting agency to initiate a Department of Justice (DOJ) background check (first time applicants only unless otherwise required) and has enrolled in the DOJ subsequent arrest notification program.
- 2.1.7 Every owner, partner, or principal officer of applicant has successfully cleared all background checks.

- 2.1.8 At the time the Company Permit application is submitted, the applicant shall provide to OCTAP a list of OCTAP permitted Drivers authorized to operate the Taxicabs.
- 2.1.9 Payment of all applicable fees.
- 2.1.10 Company shall have a principal place of business from which it conducts its activities as a Taxicab company and related activities. Multiple locations for other activities such as storage, maintenance/repair, etc., are allowed. For the purposes of these Regulations, if the Company has provided OCTAP with a valid address for the receipt of notices and correspondence from OCTAP, a "principal place of business" may be a Taxicab.
- 2.1.11 OCTAP may require additional verification for compliance with the requirements defined herein.
- 2.1.12 OCTAP Company Permit number must be conspicuously posted in all company advertisement and media, as required by California Government Code § 53075.9. Posting must be worded as "OCTAP Company Permit #XXX". Additionally, advertisements must use the OCTAP permitted Company name.

2.2. Company Permit Denial.

A Company Permit shall be denied if any of the following apply to an applicant Company or to any owner, partner, or principal officer of an applicant Company:

- 2.2.1 Is less than 18 years of age.
- 2.2.2 Falsifies material information on the application for Company Permit.
- 2.2.3 Is a registered sex offender pursuant to California Penal Code § 290.
- 2.2.4 Is on formal probation or parole for any offense outlined in Sections 2.2.5., 2.2.6., or 2.2.7.
- 2.2.5 Is convicted (or pleads guilty or nolo contendere) in any state for any of the following: murder; robbery; pandering; pimping; crimes related to the sale or transportation of controlled substances, including marijuana; crimes involving the use of a weapon; or any other offense involving moral turpitude, or any crime that is substantially related to the qualifications, functions or responsibilities of a Permittee.

- 2.2.6 Is convicted (or pleads guilty or nolo contendere) in any state for a felony other than those listed in Section 2.2.5., within eight (8) years of the application.
- 2.2.7 Has any conviction within five (5) years of application (or plea of guilty or nolo contendere) in any state or has any final administrative determination of a violation of any statute, ordinance, or regulation reasonably and rationally pertaining to the same or similar business operation which would have resulted in suspension or revocation of the Company Permit under these Regulations.
- 2.2.8 Operation of its business without the insurance required in Section 2.1.3.
- 2.2.9 Failing to fully satisfy any court judgment entered against the Company arising from liability for operating Taxicabs, including, but not limited to, judgments related to collisions or operating without the requisite insurance, within ten (10) years from the date that the judgment was originally entered pursuant to California Code of Civil Procedure § 683.020 and § 683.030 or, if the judgment has been renewed, within ten (10) years from the date that the application for renewal of judgment is filed pursuant to California Code of Civil Procedure § 683.120.
- 2.2.10 For good cause, subject to appeal pursuant to Section 8. Good cause is defined to include, but is not limited to, arrests, charges, offenses, or convictions related to the responsibilities and functions of a Taxicab company not specifically outlined in this section, that would be prudent to consider in order to protect the public.

2.3. Company Affiliated Drivers.

At the time the Company Permit application is submitted, the applicant shall provide to OCTAP a list of OCTAP permitted Drivers authorized to operate the Taxicabs. A Permittee may add Drivers to its list of Drivers authorized to operate the Taxicabs identified in the Company Permit, provided that the Driver to be added has been issued a Driver Permit by OCTAP which states the Driver is affiliated with the Permittee.

2.4. Company Permit Issuance.

Upon applicant's satisfaction of the conditions listed in Company Permit Requirements, applicant shall be issued an OCTAP Company Permit within five (5) business days.

2.5. Term of Company Permit.

The Company Permit is valid until December 31, 2020, unless extended, suspended, or revoked.

2.6. Company Permit Renewal.

No less than sixty (60) days prior to the expiration of the Company Permit, the Permittee shall submit an application for renewal of its Company Permit in order to allow sufficient time to review the application for renewal. Failure to submit an application for renewal of the Company Permit at least sixty (60) days prior to the current expiration could result in a lapse in the Company Permit and suspension or revocation of Taxicab Permits. A lapse in the Company Permit may require a Company to submit an application and fees for a new Company Permit, and fees for Taxicab Permit(s).

2.7. Company Permit Suspension/Revocation.

A Company Permit may be suspended or revoked by OCTAP for any of the following reasons:

- 2.7.1 Providing late, false, or inaccurate information in the Company Permit application.
- 2.7.2 Allowing operation of a Taxicab by a driver not possessing a valid OCTAP Driver Permit when stating that the driver is affiliated with the Permittee.
- 2.7.3 Failure to comply with the OCTAP Regulations.
- 2.7.4 Operation of any Taxicab at a rate higher than the authorized fare or an agency program as described in Section 2.10.
- 2.7.5 Failure to cooperate with an Agency's law enforcement officers, code enforcement officers, OCTAP staff, and/or California Highway Patrol.
- 2.7.6 Operating its business in violation of the insurance requirements in Section 2.1.3.
- 2.7.7 Failure to comply with the drug and alcohol policy and program required in Section 2.1.2.
- 2.7.8 Failing to fully satisfy any court judgment entered against the Company arising from liability for operating Taxicabs, including, but not limited to, judgments related to collisions or operating without the requisite insurance, within ten (10) years from the date that the judgment was originally entered pursuant to California Code of Civil

Procedure § 683.020 and § 683.030 or, if the judgment has been renewed, within ten (10) years from the date that the application for renewal of judgment is filed pursuant to California Code of Civil Procedure § 683.120.

- 2.7.9 Circumstances providing grounds for denial of a Company Permit as outlined in the OCTAP Regulations.
- 2.7.10 Violating Government Code § 53075.9 pertaining to advertising.
- 2.7.11 For good cause, subject to appeal pursuant to Section 8. Good cause is defined to include, but is not limited to arrests, charges, offenses, and or convictions related to the responsibilities and functions of a Taxicab company not specifically outlined in this Section, that would be prudent to consider in order to protect the public.

2.8 Company Permit Penalties/Suspensions.

In lieu of revocation, OCTAP may impose a penalty in the form of a fine, a period of suspension, or both a fine and period of suspension. The OCTAP Administrative Action and Fines Schedule is attached as "Attachment 3."

2.9 Right to Appeal.

A Company Permit applicant or Permittee may appeal a Company Permit denial, revocation, suspension, or fine as provided for in Section 8.

2.10 Agency or Other Transportation Agreements.

- 2.10.1 An OCTAP Permittee may participate in agency or other transportation programs within the jurisdiction of OCTAP under the following conditions:
 - 2.10.1.1 Transportation program requirements do not conflict with OCTAP Regulations. Agency or other providers may require standards and guidelines that are greater than general OCTAP requirements. The agency or provider is responsible for managing and monitoring its program-specific requirements.
 - 2.10.1.2 Permittee is in good standing with OCTAP, maintains all required OCTAP permits, and continues to comply with all OCTAP requirements.
 - 2.10.1.3 Taxicab Driver must continue to display OCTAP Driver Permit regardless of any other agency or program identification that may be required by the sponsoring agency.

- 2.10.1.4 Permittee may establish a specialized fare structure for agency or program trips through its agreement with the agency.
- 2.10.1.5 For on-demand (flagged) trips, the metering device must be operated any time the Driver is carrying a customer on behalf of Permittee, regardless of an agreement pursuant to Section 6.4.

3. DRIVER PERMITS

A Driver must be affiliated with an OCTAP permitted Company and possess a valid OCTAP Driver Permit in order to operate a Taxicab.

3.1. Driver Permit Requirements

A Driver Permit may be obtained from OCTAP, provided the applicant has submitted all of the following:

- 3.1.1 Complete Driver Permit application, signed by a representative of the Permittee to which the driver intends to be affiliated.
- 3.1.2 Valid California driver license (Class C).
- 3.1.3 California Department of Motor Vehicles H6 report issued within thirty (30) days of submission of a complete application package.
- 3.1.4 A negative drug and alcohol screening test administered by Permittee's program administrator within the previous thirty (30) days in compliance with California Government Code § 53075.5(b)(3).
- 3.1.5 Proof of enrollment in Permittees current and active random drug and alcohol program.
- 3.1.6 Live Scan fingerprints taken at an approved California Department of Justice finger printing agency.
- 3.1.7 Acceptable CDL and DOJ background checks.
- 3.1.8 Payment of all applicable fees.

3.2 Driver Permit Issuance.

A Driver Permit shall be issued within five (5) business days after satisfaction of requirements in Section 3.1.

3.3 Term of Driver Permit.

A Driver Permit is valid until December 30, 2020, unless extended, suspended, revoked, otherwise terminated, or when issued based on a temporary or interim California driver license.

3.4 Renewal of Driver Permit.

Up to sixty (60) working days prior to the expiration of the Driver Permit, the Driver may reapply for a Driver Permit pursuant to Section 3 in order to allow time to review the application for renewal. The renewal of a Driver Permit shall be granted within five (5) business days of satisfaction of all requirements for renewal.

If a Driver Permit expires before approval of renewal, the Driver will not be allowed to operate a Taxicab until the renewal Driver Permit is approved, issued, and in the Driver's possession. Drivers who do not apply to renew prior to the expiration of their permit will be charged late fees in accordance with the OCTAP fee structure.

3.5 Driver Permit Limitation.

An OCTAP Driver Permit is only valid for the Driver to operate a Taxicab for the Permittee indicated on the Driver Permit. A Driver may not operate a Taxicab for another Company unless the Driver completes a transfer application pursuant to Section 3.7. Reproduction of a Driver Permit is strictly prohibited for any reason with the exception of Company management copying the permit for recordkeeping purposes.

3.6 Replacement Driver Permit.

A replacement for a lost or damaged Driver Permit or a subsequent Driver Permit previously issued based on a temporary or interim California driver license may be obtained from OCTAP upon payment of all applicable fees. A Driver shall not operate a Taxicab until a replacement permit is obtained and in possession of the Driver pursuant to this Section. A replacement Driver Permit shall expire on the same date as the original Driver Permit and shall not exceed the Driver's annual permit period.

3.7 Driver Permit Transfer to Another Company.

A Driver may request a transfer of his/her Driver Permit to another Permittee provided the Driver has submitted the following to OCTAP:

- 3.7.1 A Driver Permit application signed by an authorized representative of the prospective Permittee.
- 3.7.2 The Driver Permit transfer fee.
- 3.7.3 Valid California driver license (Class C).
- 3.7.4 OCTAP Driver Permit to be transferred.
- 3.7.5 Verification of enrollment transfer in Permittee's current and active random drug and alcohol program.
- 3.7.6 Driver shall not operate a Taxicab until the transfer permit is obtained and in possession of the Driver pursuant to this Section.
- 3.7.7 A transferred Driver Permit shall expire on the same date as the original Driver Permit and shall not exceed the Driver's permit period.

3.8 Driver Permit Denial.

A Driver Permit shall be denied if applicant:

- 3.8.1 Is less than 18 years of age.
- 3.8.2 Does not possess a valid California driver license (Class C).
- 3.8.3 Fails to enroll in the required random drug and alcohol program.
- 3.8.4 Fails the required drug and/or alcohol test. Upon testing positive for drugs and/or alcohol, the applicant shall not be eligible to reapply for a Driver Permit for a period of one (1) year from the test date.
- 3.8.5 Falsifies, or fails to disclose, material information on the application for a Driver Permit.
- 3.8.6 Is required to register as a sex offender pursuant to California Penal Code § 290.
- 3.8.7 Is on formal probation or parole for any offense outlined herein.
- 3.8.8 Is convicted (or pleads guilty or nolo contendere), regardless of the time elapsed, in any state, of any of the following or their equivalent: murder; a violation of California Vehicle Code § 2800.2 (pertaining to disregard for safety of persons or property), § 2800.3 (pertaining to flight from peace officer causing death or bodily injury), or § 20001 (pertaining to duty to stop at scene of accident); robbery; pandering;

pimping; crimes related to the manufacture, use, sale, possession, or transportation of controlled substances; sale or transportation of marijuana; crimes involving weapons; any crime for which registration would be required under California Penal Code § 290; crimes involving credit card fraud or use of another person's identifying information without authorization (California Penal Code § 530 or equivalent or substitute sections); or any other offense involving moral turpitude or any crime that is substantially related to the qualifications, functions or responsibilities of a Taxicab driver.

- 3.8.9 Is convicted of any felony in any state (or pleads guilty or nolo contendere), other than those felonies listed in Section 3.8.8, within eight (8) years of application.
- 3.8.10 Is convicted (or pleads guilty or nolo contendere) of any of the following within five (5) years of application: reckless driving; driving under the influence of intoxicating liquors or drugs (DUI); use or possession of marijuana; a violation of California Vehicle Code § 2800.1 (pertaining to flight from peace officer); § 20002 (pertaining to duty where property is damaged), § 20003 (pertaining to duty upon injury or death) or any corresponding substitute sections; vehicular manslaughter; and Penal Code §§ 240, 241, 242, and 243 or any corresponding substitute sections pertaining to assault and battery.
- 3.8.11 For good cause, subject to appeal pursuant to Section 8 below. Good cause is defined to include, but is not limited to, arrests, charges, offenses, and/or convictions related to the responsibilities and functions of a Taxicab driver, not specifically outlined in this Section, that would preclude an applicant from possessing an OCTAP Driver Permit.
- 3.8.12 Fails to execute a lease, sublease, or owner-operator agreement with Permittee.

3.9 Driver Permit Suspension/Revocation.

A Driver Permit may be suspended or revoked by OCTAP for any of the following reasons:

- 3.9.1 Failure to comply with the applicable provisions (including timeliness of submissions) of the OCTAP Regulations.
- 3.9.2 Circumstances providing grounds for denial of a Driver Permit as outlined in the OCTAP Regulations.
- 3.9.3 Revocation or suspension of driver's California driver license.

- 3.9.4 Driver's failure to cooperate with an Agency's law enforcement officers, code enforcement officers, OCTAP staff, and/or California Highway Patrol officers.
- 3.9.5 Notification to OCTAP by the Permittee that the Driver is no longer an authorized driver for the Permittee.
- 3.9.6 Testing positive on a drug and alcohol screening, or failure to submit to Permittees random drug and alcohol testing program.
- 3.9.7 Not enrolled and active in the required random drug and alcohol program.
- 3.9.8 For good cause pursuant to Section 8, subject to appeal. Good cause is defined to include, but is not limited to, arrests, charges, offenses, and or convictions related to the responsibilities and functions of a Taxicab driver, not specifically outlined in this Section, that would preclude a driver from possessing an OCTAP Driver Permit.
- 3.9.9 A Driver whose permit is revoked shall be prohibited from applying for a new Driver Permit for one (1) year from the date of revocation.

3.10 Driver Permit Penalty/Suspension.

In lieu of revocation, OCTAP may impose a penalty in the form of a fine, a period of suspension, or both a fine and a period of suspension as specified in the OCTAP Regulations. The OCTAP Administrative Action and Fines Schedule is attached as "Attachment 3."

3.11 Driver Permit Appeal.

The denial, suspension, or revocation of a Driver Permit may be appealed as provided in Section 8.

3.12 Driver Permit Surrender.

Upon expiration, suspension, or revocation of a Driver Permit, or upon termination of employment or affiliation with a Permittee, a Driver shall cease work immediately and surrender the Driver Permit to OCTAP within forty-eight (48) business hours.

4. TAXICAB PERMITS

4.1 Taxicab Permit Required.

No person shall operate a Taxicab, or advertise a Taxicab business, on behalf of a Permittee within the Area of Jurisdiction of an Agency without a Taxicab Permit from OCTAP, unless otherwise authorized by Government Code § 53075.5. At all times while providing taxi service, the Taxicab Permit must be displayed in the left-hand corner of the rear window of the Taxicab for which the Taxicab Permit is issued. A Taxicab Permit is nontransferable and is valid until December 31, 2020, unless, extended, suspended or revoked.

4.2 Inspections.

Prior to issuance or renewal of a Taxicab Permit, Company must complete a vehicle inspection at an ASE-certified or BAR-registered facility and submit proof to OCTAP, signed by the inspecting facility, that the Taxicab has met all inspection standards.

4.3 Vehicle Replacement.

OCTAP shall issue a Taxicab Permit for a replacement Taxicab, valid for the time remaining under the Taxicab Permit of the replaced Taxicab, upon satisfaction of the following conditions:

- 4.3.1 Permittee submits the new Taxicab within two weeks of the time that the original permit is surrendered.
- 4.3.2 Surrender of the existing Taxicab Permit to OCTAP.
- 4.3.3 Payment of Vehicle Permit replacement fee.
- 4.3.4 Company provides proof satisfactory to OCTAP that the replacement Taxicab passes a Taxicab inspection by an ASE-certified or BAR-registered facility.

4.4 Taxicab Permit Renewal.

A Taxicab Permit shall be renewed annually upon payment of applicable fees and submission of proof satisfactory to OCTAP that the Taxicab passes an inspection by a facility certified by an ASE-certified or BAR-registered facility.

- 4.4.1 Upon the successful completion of the above requirements, OCTAP shall provide a new expiration year for the Taxicab Permit.
- 4.4.2 A Taxicab presented for renewal after the permit expiration date will be charged late fees, up to and including the date the Taxicab permit is renewed (in accordance with the current OCTAP Fee Structure), and subjects the Permittee to other administrative actions and fines.

4.5 Taxicab Permit Surrender.

A Permittee, when selling or removing a Taxicab from the fleet, must assure that the OCTAP Taxicab Permit, welcome decals, and other OCTAP Taxicab markings are removed and that the vehicle cannot be mistaken by the public as an authorized Taxicab. OCTAP Permits and welcome decals must be surrendered to OCTAP within forty-eight (48) business hours.

4.5.1 A Permittee must surrender the Taxicab Permit to OCTAP if a Taxicab has been removed from the OCTAP-approved insurance policy, if the Taxicab Permit is revoked, or upon its expiration (if the Taxicab Permit will not be renewed).

4.5.2 A Taxicab permit which is voluntarily surrendered by a Permittee can be replaced upon completion of an annual Taxicab inspection and payment of the required fees, or as provided in Section 4.6.

4.6. Replacement Taxicab Permit.

If a Taxicab Permit has been damaged or is missing due to theft or destruction, a replacement permit will be issued to the same Taxicab and Permittee, upon payment of the required replacement fee. The replacement Taxicab Permit shall be valid for the remaining term of the Taxicab Permit that was replaced.

5. TAXICAB REQUIREMENTS

All Taxicabs shall meet the requirements of the California Vehicle Code, including, but not limited to, California Vehicle Code § 24000, et seq. The California Vehicle Code shall take precedence over any OCTAP Taxicab requirement. Taxicabs must be maintained to these standards at all times.

5.1 Proof of Insurance.

Taxicab Drivers shall at all times carry in the vehicle evidence of the form of financial responsibility in effect for the vehicle, pursuant to California Vehicle Code §§ 16020 through 16028.

5.2 California Vehicle Registration.

Evidence of valid and current vehicle registration must be maintained in each Taxicab, pursuant to California Vehicle Code § 4462.

5.2.1 Registered as a commercial vehicle, pursuant to California Vehicle Code § 260.

- 5.2.2 Registered to the Permittee showing the same Permittee name and address or registered to the OCTAP permitted Driver showing the same permitted Driver name and address.

5.3 Taxi Company Designation.

Permittee's Company name and/or logo shall be placed in an area visible from the interior and exterior of the vehicle at all times while in service and when soliciting passengers on behalf of Permittee.

5.4 Vehicle Maintenance and Records.

All Taxicabs shall be maintained in accordance with the service standards recommended by the vehicle manufacturer. Service records and repair or maintenance receipts shall be kept and made available to OCTAP Staff upon request.

5.5 Seating.

All Taxicabs shall be equipped to seat no more than eight (8) passengers, excluding the driver.

6. TAXICAB OPERATION

A Driver must possess and display a valid Driver Permit at all times while providing Taxicab service. Driver shall ensure that the Taxicab meets all requirements of the OCTAP Regulations prior to placing the Taxicab in service. Any driver in possession of an altered, copied, or defaced permit will not be considered in possession of a valid Driver's Permit.

6.1 Solicitation.

Driver shall not leave his/her Taxicab to solicit passengers.

6.2 Fares Charged.

For pre-arranged trips, a Driver shall not charge fares higher than those disclosed to the customer in accordance with Section 1.1.11. For on-demand (flagged) trips, the Taxicab must possess a fully operational taximeter with current and intact seals, or any type of device or technology approved by the Division of Measurement Standards to calculate fares, including the use of Global Positioning System metering, provided that the device or technology complies with Section 12500.5 of the Business and Professions Code and with all regulations established pursuant to Section 12107 of the Business and Professions Code. The customer shall not be charged a fare that exceeds the authorized fare.

6.3 Receipt.

Driver shall provide a receipt for the amount charged upon request of the person paying the fare, which contains the Driver's name and permit number, telephone number, Permittee name, charge amount, date, and time of transaction.

6.4 Accidents.

In the case of an automobile accident, unless rendered incapable, the Driver shall comply with the minimum requirements for the mandatory exchange of information established in California Vehicle Code § 16025.

6.5 Agency or other Transportation Agreements.

Permitted OCTAP Drivers may participate in agency or other transportation programs within the jurisdiction of OCTAP under the following conditions:

- 6.5.1 The Driver must continue to follow all OCTAP Regulations.
- 6.5.2 The Driver must continue to display the OCTAP Driver Permit regardless of any other identification that may be required by the program or agency.
- 6.5.3 Taximeter must continue to be operated at any time that the Driver is carrying a customer, regardless of any other fare agreement.

6.6 Advertising.

Every permitted Driver shall comply with Government Code § 53075.9 and include, in every written or oral advertisement of the Driver's Taxicab services, the name of the Permittee, the Permittee's OCTAP Permit number, and the Driver's OCTAP Permit number. An advertisement includes, but is not limited to, the issuance of any card, sign, or device to any person; the causing or allowing the placement of any sign or marking on or in any building or structure; or an advertisement in any media form, including newspaper, magazine, radio wave, satellite signal, or any electronic transmission, or in any directory soliciting Taxicab transportation services.

7. REPORTING VIOLATIONS OF OCTAP REGULATIONS

OCTAP may investigate for violations of OCTAP Regulations and issue any appropriate administrative actions, including fines. OCTAP will not investigate any reports of alleged illegal Taxicab operation, such as bandit Taxicab activity, but may refer such reports to the local code or law enforcement agency. A person reporting a violation must provide OCTAP with their name and contact information.

Reports alleging illegal Taxicab operation or violation of the OCTAP Regulations shall require all of the following information be provided:

- Date, time and location;
- Description of activity;
- Vehicle's license plate number, color, make and model, and any distinctive characteristics.

Reports alleging a violation of Government Code § 53075.9 pertaining to advertising must provide a copy or sample of the advertising information (such as the sign, business card, advertising display, webpage, electronic recording or phone directory) evidencing non-compliance with the statute.

8. APPEALS AND ADMINISTRATIVE HEARINGS

In the event a permit is denied, suspended, revoked, or a penalty is imposed, the applicant, Permittee, or Driver shall be notified in writing of the adverse action and the reason(s) supporting it.

8.1 Notice of Appeal.

No later than ten (10) calendar days following the date on the notice of adverse action, the applicant, Permittee, or Driver may submit a written appeal on a form provided by OCTAP. The applicant, Permittee, or Driver shall set forth in the appeal the reason(s) why such action is not proper. Failure to file a timely appeal shall constitute a waiver of the right to an appeal.

8.2 Stay.

Except as provided in Section 8.3., if an appeal is properly filed the adverse action shall be stayed pending the final determination on appeal.

8.3 Stay, Exception.

If OCTAP determines that the continued operation of a Taxicab, possession of a Company Permit, or possession of a Driver Permit represents a health or safety hazard for the public, the adverse action shall not be stayed pending the final determination on appeal.

8.4 Initial Review of Appeal.

If an appeal is timely filed, OCTAP shall either make the final decision regarding the appeal or shall assign a hearing officer to make the final decision regarding the appeal. OCTAP may review the appeal and any additional information provided therein and shall have the discretion to determine the appropriate action in response to the appeal.

8.5 Hearing Officer.

In the event OCTAP elects to assign a hearing officer to decide the appeal then the following shall apply:

- 8.5.1 The hearing officer shall not have participated in the decision which is the subject of the appeal.
- 8.5.2 The hearing officer shall expeditiously schedule the appeal hearing.
- 8.5.3 The appellant and OCTAP shall each have the right to appear in person and be represented by legal counsel or other representative, to present evidence, to call and cross-examine witnesses under oath, and to present argument.
- 8.5.4 The formal rules of evidence shall not apply, and any relevant evidence that is the sort of evidence upon which responsible persons are accustomed to rely in the conduct of serious affairs shall be admissible.
- 8.5.5 Hearsay evidence may be considered by the hearing officer, but no findings may be based solely on hearsay evidence unless supported or corroborated by other relevant and competent evidence.
- 8.5.6 OCTAP may promulgate supplementary rules and procedures for the conduct of the hearing, the forms of notice and proceedings, and the preparation and submission of the record.
- 8.5.7 The hearing officer shall have the discretion to determine the appropriate action in response to the appeal.
- 8.5.8 The decision of the hearing officer shall be the final administrative remedy and shall be binding upon the parties to the appeal.
- 8.5.9 If the hearing officer decides to suspend or revoke a permit, the appellant shall immediately surrender the permit to OCTAP.

8.6 Administrative Hearings.

Administrative hearings may be held at the discretion of OCTAP when the denial, suspension, or revocation of a Company Permit or Driver Permit, or other administrative actions, are initiated for good cause and in the interest of the health, welfare, and safety of the public.

9. PERMIT FEES AND TAXICAB FARES

9.1 OCTAP Permit Fees.

A schedule for Permit fees will be proposed by OCTAP, reviewed by the Steering Committee, and approved by the OCTA Board of Directors in the amount necessary to recover all costs incurred by OCTA in the administration of OCTAP. The fee schedule adopted by the OCTA Board of Directors is attached hereto as "Attachment 1."

9.2 Metered Rates.

Taxicab metered rates are established by OCTAP for on-demand (flagged) trips.

9.2.1 Each Agency agrees to adopt the metered rates approved by the OCTAP Steering Committee, which is attached hereto as "Attachment 2."

9.2.2 Proposed revisions to the Metered Rates will be provided by OCTAP to the Steering Committee for approval, or the Steering Committee may approve consideration of a revised Metered Rate recommended by a member.

9.3 Refund Policy.

There shall be no refund of any portion of the fees described in the OCTAP Regulations.

10. AMENDMENTS TO REGULATIONS

10.1 Administrative Amendments.

The Steering Committee may adopt administrative amendment(s) to the OCTAP Regulations. OCTAP shall notify each Agency and the OCTA Board of Directors of any changes adopted pursuant to this Section.

10.2 Substantive Amendments.

Notwithstanding Section 10.1, the Steering Committee is not authorized to adopt substantive amendments to the OCTAP Regulations. Any substantive amendment shall be recommended by the Steering Committee and be approved by each Agency. These amendments shall be effective only in the Area of Jurisdiction of each Agency that has approved the amendment(s). For purposes of this Section, a substantive amendment is defined as an amendment likely to have any of the following effects:

10.2.1. Affect the rights, responsibilities, and participation of any Agency (such an amendment must also be approved by the OCTA Board of Directors).

10.2.2. Decrease the number of Companies or the number of Taxicabs operating in the Area of Jurisdiction of any Agency.

10.2.3. Affect the purpose of the OCTAP Regulations.

10.3 OCTAP Permit Fees and Taxicab Metered Rates.

10.3.1. Sections 10.1 and 10.2 above shall not apply to an amendment to the OCTAP fee schedule, attached hereto as Attachment "1," which is adopted by the OCTA Board of Directors.

10.3.2. An amendment of the Taxicab Metered Rates for On-Demand (Flagged) Trips attached hereto as "Attachment 2" and adopted pursuant to Section 9.2 of these Regulations shall be considered an administrative amendment pursuant to Section 10.1 in order to ensure uniformity of fares within Orange County.

--End of Regulations--

OCTAP Regulations – Attachment 1
ORANGE COUNTY TAXI ADMINISTRATION PROGRAM
OCTAP FEE STRUCTURE

(OCTA IS CURRENTLY ANAYZING FEE STRUCTURE. THIS IS A PLACEHOLDER UNTIL FEES ARE APPROVED BY OCTA'S BOARD OF DIRECTORS)

OCTAP Regulations – Attachment 2

**ORANGE COUNTY APPROVED TAXICAB METERED RATES
FOR ON-DEMAND (FLAGGED) TRIPS**

Effective: _____, 2019

\$3.50 for the flag drop and first 1/5 mile
\$0.55 for each 1/5 mile, after the first 1/5 mile (\$2.75 per mile)
\$32.00 per hour wait time (Approximately \$0.53 per minute)

No Extra Charge for Additional Passengers.

OCTAP Regulations – Attachment 3

OCTAP ADMINISTRATIVE ACTION AND FINES SCHEDULE

Effective: _____, 2019

Applies to Taxicab Permittee	DESCRIPTION	FINES (per occurrence)	ACTION
	<p>Advertising Failure to include, in any form of advertisement; the company permit number and company name associated with the permit.</p>	Up to \$5,000	Escalating fines per advertising occurrence, up to \$5,000 per incident.
	<p>Taxicab permit Valid permit must be affixed to taxicab. Not in Service signs required if cab is not available for service.</p>	\$500	Warning or suspension of company permit and revocation of all taxicab permits. Renewal, replacement, or re-inspection and fees apply.
	<p>Random drug and alcohol testing Failure to maintain program in accordance to the policy submitted to OCTAP.</p>	\$500	Warning or suspension of company permit and revocation of vehicle permits. Re-inspection and fees apply.
	<p>Unauthorized driver Allowing a non-permitted individual or a driver to operate a taxicab without establishing a lease or owner-operator agreement.</p>	\$500	Warning or suspension company permit and revocation of all vehicle permits. Re-inspection and fees apply.
	<p>Insurance Failure to submit renewal at least one business day prior to policy expiration, incomplete submission, unqualified insurance provider, or inadequate coverage.</p>	\$250	Suspension of company permit and revocation of vehicle permits on insurance policy expiration date. Re-inspection and fees apply.
	<p>Fares Operating or allowing a driver to use a rate higher than authorized fares.</p>	\$250	Warning or suspension of company permit and revocation of vehicle permits. Re-inspection and fees may apply.
	<p>Failure to Cooperate or Comply with Regulations Failure to respond or provide documents requested by OCTAP and any failure to comply with regulations not specifically addressed in Administrative Action and Fines.</p>	\$250	Warning or suspension company permit and revocation of all vehicle permits. Re-inspection and fees apply.
	<p>Vehicle Registration Expired vehicle registration or operating a vehicle not registered to the OCTAP Permittee or affiliated permitted driver.</p>	\$250	Warning or suspension of company permit and revocation of vehicle permits. Re-inspection and fees apply.
	<p>Taximeter or Approved Metering Device Broken or missing seals, outdated seals, non-functioning meter, or a taximeter or metering device that charges a fare other than the authorized metered rate.</p>	\$100	Warning or suspension of company permit and revocation of vehicle permits. Re-inspection and fees apply.
	<p>Dispatch Failure to provide reservation and dispatch services or records in accordance to company policy submitted to OCTAP, or failure to provide dispatch records to OCTAP upon request.</p>	\$100	Fine will increase to \$250 after second offense in a 24 month period. May result in suspension of company permit and revocation of all vehicle permits. Re-inspection and fees apply.
<p>DMV Pull Notice Program Failure to maintain an active program, to enroll driver(s), to notify OCTAP of non-qualified driver(s) as required, or to provide pull notice records to OCTAP upon request.</p>	\$100	Warning or suspension of company permit and revocation of vehicle permits. Fine may increase for repeated occurrences	

	Customer Information Failure to display required interior information; out of service sign.	\$50	Warning. Re-inspection and fees apply.
	Driver Affiliation Notification Failure to notify OCTAP of non-qualified or unauthorized driver(s) within 48 hours.	\$50	Warning or suspension of company permit and revocation of all vehicle permits. Re-inspection and fees apply.
	Advertising Failure to include in any advertisement the OCTAP issued company and driver permit number and affiliated taxicab company name.	Up to \$5,000	Escalating fines per occurrence, up to \$5,000 per incident.
Applies to Taxicab Driver	Operating an Unsafe Vehicle Driver shall ensure daily that the taxicab meets all safety and inspection standards prior to placing the taxicab in service.	\$250	Vehicle may be placed Out of Service. Re-inspection and fees may apply.
	Fares Failure to run taximeter or approved metering device; charging a fare that exceeds authorized metered rate for on demand (flagged) trip; or charging more than the agreed-upon price for prearranged trips booked through the permitted taxicab company.	\$250	Repeated occurrence may result in suspension or revocation of Driver Permit.
	Failure to Comply with Regulations Allowing another person to use your driver permit, a non-permitted person, or driver not affiliated with Permittee to operate your taxicab. Operating a taxicab without a lease or operating agreement with Permittee; and any other failure to comply with regulations not specifically addressed in Administrative Action and Fines.	\$250	Warning, suspension, or revocation of driver permit.
	Acceptance of Payments Failure to accept Visa and/or MasterCard payments.	\$100	Warning, suspension, or revocation of driver permit for repeat offenses.
	Company Affiliation Driving a taxicab for a company not identified on your driver permit.	\$100	Warning, suspension, or revocation of driver permit.
	Failure to Cooperate Fail to respond to requests, or to provide documents requested by OCTAP staff.	\$100	Warning, suspension, or revocation of driver permit.
	Altered Permit Possession or use of an altered OCTAP permit.	\$100	Warning, suspension, or revocation of driver permit.
	Taximeter Broken or missing seals, outdated seals, non-functioning meter.	\$50	Taxicab will be placed Out of Service. Re-inspection and fees will apply
	Receipt Failure to provide a receipt or to provide a receipt that meets requirements set forth in regulations.	\$25	Re-inspection and fees may apply.
	Driver Permit Failure to display as required.	\$25	Fine increases to \$50 after second offense in a 24 month period.
	Insurance and Registration Failure to produce evidence of current insurance and/or registration	\$25 per item	Fines increasing to \$50 per item after second offense in a 24 month period.

RESOLUTION NO. R-2019-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA ADOPTING INTO THE EXISTING CITY FEE SCHEDULE THE REVISED ORANGE COUNTY TAXI ADMINISTRATION PROGRAM (OCTAP) ADMINISTRATIVE ACTION AND FINES SCHEDULE OUTLINED IN THE REVISED OCTAP REGULATIONS

WHEREAS, Government Code Section 53075.5 et. seq. requires every City of County to protect the public health, safety and welfare by adopting an Ordinance or Resolution in regard to taxicab transportation services which are operated within the jurisdiction of said City or County;

WHEREAS, the City regulates taxicabs pursuant to Chapter 6.68 of the Placentia Municipal Code;

WHEREAS, Orange County Cities have formed a voluntary association, the Orange County Taxi Administration Program (OCTAP) to coordinate taxicab service permitting and other administrative functions with the Orange County Transportation Authority (OCTA) in order to increase public safety, to reduce administrative costs for the public and private sector, update the administrative action and fines schedule, and to expand the provisions of private transportation service in Orange County;

WHEREAS, the OCTAP Safety Committee has reviewed, and the OCTAP Steering Committee has reviewed and approved amendments to the OCTAP Regulations to further protect the health, safety, and welfare of persons utilizing taxicab services in member agencies jurisdictions;

WHEREAS, the City Council of the City of Placentia adopted Ordinance No. O-2019-03 on May 7, 2019, amending Chapter 6.68 of Title 6 of the Placentia Municipal Code relating to the regulation of taxicabs to incorporate the revised OCTAP regulations;

WHEREAS, the revised OCTAP regulations include an Administrative Action and Fines Schedule which must be adopted by the City into its existing Fee Schedule.

NOW, THEREFORE, the City Council of the City of Placentia, California, does hereby resolve as follows:

Section 1. The City Council of the City of Placentia hereby ratifies and adopts the revised OCTAP Administrative Action and Fines Schedule into the City's existing fee schedule, dated and approved by the OCTAP Steering Committee on February 5, 2019, a copy of which is attached hereto as Attachment A.

PASSED, ADOPTED AND APPROVED THIS 21st day of May 2019.

Rhonda Shader, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, 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 21st day of May 2019 by the following vote:

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

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen

EXHIBIT A

**REGULATIONS OF THE ORANGE COUNTY TAXI ADMINISTRATION PROGRAM
ATTACHED**



**REGULATIONS
OF THE
ORANGE COUNTY
TAXI ADMINISTRATION
PROGRAM**

Approved 02/05/2019

Effective XX/XX/2019

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PURPOSE AND SCOPE

The Orange County Taxi Administration Program (OCTAP) is an association of Orange County Agencies formed to establish a policy for entry into the business of providing Taxicab transportation service in compliance with Agencies' requirements under California Government Code § 53075.5. OCTAP was formed pursuant to interagency-agreements between the Orange County Transportation Authority (OCTA) and participating Agencies. The objective of OCTAP is to establish minimum safety and service standards for the provision of Taxicab services in Orange County, to increase public safety, reduce administrative costs for the public and private sector, and to expand the provision of private transportation service in Orange County.

Although not a participating Agency, OCTA provides administrative functions for the OCTAP program and manages the permitting processes necessary to issue Taxicab company, vehicle, and driver permits on behalf of the Agencies. The OCTAP Regulations are intended to define minimum Taxicab company, Taxicab vehicle, and Taxicab driver permitting requirements, establish minimum safety and service standards for the operation of a Taxicab, and consolidate the permitting of Taxicab transportation service for the Agencies.

Agency Legislative Independence and Authority Retained.

The OCTAP Regulations are developed by the Agencies and enforced through adoption of the OCTAP Regulations into each Agency's municipal code. Each Agency shall be responsible for enforcing the OCTAP Regulations, prosecuting violators, and notifying OCTAP of such occurrences. All policies, procedures, ordinances, rules, and regulations pertaining to Taxicab companies, Taxicab drivers, Taxicabs, fares, notices, safety, Taxicab stands, pickup, hours of operations, and all other functions not specifically provided for in the OCTAP Regulations, shall remain within the authority and jurisdiction of each Agency.

Each Agency retains all authority, responsibility, and independence for Taxicab regulation and enforcement within its Area of Jurisdiction. Each Agency retains the right and authority to select the Company(ies) authorized to operate within its jurisdiction, including the number of Taxicabs authorized to pick up passengers within its jurisdiction. Each Agency reserves the right to implement and enforce additional requirements or limits beyond the OCTAP Regulations.

DEFINITIONS

1. Agency

"Agency" means each City and the County of Orange that participates in OCTAP.

2. Area of Jurisdiction

"Area of Jurisdiction" of each Agency means the area within the boundaries of a City, or for the County means the unincorporated area, including John Wayne Airport.

3. ASE

"ASE" means the National Institute for Automotive Service Excellence.

4. Bandit Taxicab

"Bandit Taxicab" refers to a Taxicab operating within the Area of Jurisdiction of any OCTAP Agency without a valid OCTAP permit, when one is required, or other permit issued by a permitting agency that is accepted by the OCTAP Agencies.

5. BAR

"BAR" means the Bureau of Automotive Repair.

6. Company

"Company" includes a natural person, firm, association, organization, partnership, business, trust, corporation, or public entity.

7. Company Permit

"Company Permit" means a valid permit issued by OCTAP authorizing a Company to operate a Taxicab business within the Area of Jurisdiction of any participating Agency, which allows the Company to serve that Agency.

8. Driver

"Driver" means a person who has a valid OCTAP-issued Driver Permit.

9. Driver Permit

“Driver Permit” means a valid permit issued by OCTAP authorizing a person to drive or control the movements of a Taxicab.

10. OCTA

“OCTA” means the Orange County Transportation Authority.

11. OCTAP

“OCTAP” means the Orange County Taxi Administration Program.

12. Permittee

“Permittee” means a Company that holds a valid OCTAP Company Permit.

13. Taxicab

“Taxicab” means a vehicle capable of carrying not more than eight persons, excluding the driver, and used to carry passengers for hire. The term shall exclude a vehicle operating as a Charter Party Carrier licensed as such by any state agency, including the California Public Utilities Commission (CPUC), or any other vehicle operating under the authority of any state agency, including the CPUC.

14. Taxicab Permit

“Taxicab Permit” means a valid permit issued by OCTAP, authorizing a particular vehicle to be operated as a Taxicab.

15. Transportation Agreements

“Transportation Agreements” means any separate agreement that an Agency has established with an OCTAP Permittee for operation within its jurisdiction.

AGENCY AND OCTA PARTICIPATION

Agency Responsibilities.

Each Agency shall:

- Participate as a member of OCTAP.
- Appoint its City Manager, Executive Officer, or their designee, to participate as a member of the OCTAP Steering Committee.

- Adopt and enforce a Taxicab ordinance or resolution consistent with the OCTAP Regulations.
- Enforce, and if necessary, prosecute all violations of its Taxicab ordinance or resolution and the OCTAP Regulations.
- Notify OCTAP of any public or law enforcement complaint pertaining to permitted Taxicab companies, Taxicabs, and Taxicab drivers within its Area of Jurisdiction.

OCTA Responsibilities.

OCTA shall provide the services described in the OCTAP Regulations on behalf of each Agency that adopts the OCTAP Regulations by ordinance or resolution, and shall:

- Provide staff and administrative services necessary to issue permits and implement the OCTAP Regulations.
- Collect fees to cover the costs of administering OCTAP and collect fines associated with violations of OCTAP Regulations.

However, OCTA shall not assume liability for the performance of Taxicab companies, Taxicab drivers, or Taxicabs. OCTA is not responsible for the enforcement of Agency ordinances or resolutions, the enforcement of non-permitted Taxicab operations, or for collecting franchise fees or business license fees imposed by participating Agencies on Taxicab companies or drivers.

STEERING COMMITTEE

The OCTAP Steering Committee shall be appointed by the Agencies. The OCTAP Steering Committee is responsible for creating the OCTAP Regulations and advising OCTA on matters including the OCTAP Regulations, the policies and procedures governing the issuance of permits, and public safety issues in Orange County. The OCTAP Steering Committee will meet as needed to advise OCTA on all matters discussed herein.

1. GENERAL RULES AND REQUIREMENTS

Each OCTAP Permittee, its management, employees, affiliated drivers, leaseholders, and owner-operators are individually and jointly responsible for complying with OCTAP Regulations; all California Vehicle Codes and Statutes; all applicable federal, state and local laws, statutes, and ordinances; all ordinances of a City, Agency, Airport, or County related to the operation of a Taxicab; and all lawful orders, rules, and regulations promulgated thereunder regarding the transportation of customers in a Taxicab.

1.1. Permittee.

- 1.1.1 Permittee shall ensure Taxicabs are driven only by OCTAP permitted Drivers.
- 1.1.2 Permittee shall not operate a Taxicab without a valid Taxicab Permit from OCTAP, unless otherwise permitted by law.
- 1.1.3 Permittee shall notify OCTAP within forty-eight (48) business hours of an affiliated Driver who becomes unqualified or unauthorized to drive a Taxicab or upon termination of employment or affiliation with Permittee.
- 1.1.4 Permittee shall maintain all programs and requirements for receiving a Company Permit and verify the continuous enrollment of affiliated drivers in their OCTAP-approved drug and alcohol testing program and DMV Pull Notice program.
- 1.1.5 Permittee shall comply with any separate requirements that may have been adopted by any Agency in which Permittee intends to operate, including, but not limited to, establishment of a franchise and the payment of business license fees or taxes.
- 1.1.6 Permittee shall cooperate fully with OCTAP Staff.
- 1.1.7 Permittee shall notify OCTAP staff within forty-eight (48) business hours when vehicles are removed from service and will surrender OCTAP vehicle permits in accordance with Section 4.5.
- 1.1.8 Permittee shall maintain reasonable financial responsibility to conduct Taxicab transportation services in accordance with the OCTAP Regulations.
- 1.1.9 Permittee shall maintain a safety education and training program in effect for all Taxicab Drivers, whether employees or contractors.
- 1.1.10 Permittee shall maintain a disabled access education and training program to instruct its Taxicab Drivers on compliance with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.) and amendments thereto, and state disability rights laws, including making clear that it is illegal to decline to serve a person with a disability or who has a service animal.
- 1.1.11 Permittee shall disclose fares, fees, or rates to the customer, and may satisfy this by disclosing fares, fees, or rates on its Internet Web site, mobile telephone application, or telephone orders upon request.

1.1.12 For on-demand (flagged) trips, the Taxicab must possess a fully operational taximeter with current and intact seals, or any type of device or technology approved by the Division of Measurement Standards to calculate fares, including the use of Global Positioning System metering, provided that the device or technology complies with Section 12500.5 of the Business and Professions Code and with all regulations established pursuant to Section 12107 of the Business and Professions Code. The customer shall not be charged a fare that exceeds the authorized fare.

1.2 Permitted Drivers.

- 1.2.1 A Driver must possess and display a valid OCTAP Driver Permit in order to operate a Taxicab, and at all times the taxicab is in operation, on behalf of a Permittee.
- 1.2.2 A driver shall not operate a taxicab without a valid OCTAP Taxicab Permit.
- 1.2.3 Permitted Drivers shall adhere to all regulations related to Taxicab Operation in Section 6.
- 1.2.4 Permitted Drivers may only pick up passengers in the Area of Jurisdiction of those agencies that have approved the Permittee he/she represents, unless otherwise permitted by law.
- 1.2.5 Permitted Drivers shall cooperate with the Permittee, Law and Code Enforcement Officers, and OCTAP Staff, including random testing and all vehicle inspections.
- 1.2.6 The Driver Permit must be displayed in the passenger side area of the dashboard, easily viewable from inside or outside of the vehicle. The Driver Permit must be attached in a way that makes it removable by the Driver to provide to law enforcement, code enforcement officers, or OCTAP staff, when requested. The Driver's California driver license number on the Driver Permit may be covered by a removable label, if desired. No other alterations, covered, or hidden information to the OCTAP Driver Permit is allowed.
- 1.2.7 A driver in possession of an altered or defaced permit will not be considered to be in possession of a valid Driver's Permit.
- 1.2.8 A Driver shall not display another person's OCTAP Driver Permit or allow another person to use their Driver Permit.

- 1.2.9 A Driver shall not carry more passengers in the Taxicab than are authorized by the manufacturer's recommendations. Operational seat belts must be available for all passengers.
- 1.2.10 A Driver shall operate a Taxicab in accordance with all applicable state and local laws and regulations and with due regard for the safety, comfort, and convenience of passengers, and of the general public.

2. COMPANY PERMITS

No Company shall operate a Taxicab business or advertise as a Taxicab business within the Area of Jurisdiction of an Agency without having first obtained a Company Permit from OCTAP, unless otherwise authorized by Government Code § 53075.5, or without permission from the Agency to operate in the Area of Jurisdiction of such Agency, if the Agency's legislative body requires such permission.

2.1 Company Permit Requirements.

A Company Permit shall be issued from OCTAP when the following conditions have been satisfied:

- 2.1.1 Submission of a complete Company Permit application package.
- 2.1.2 Submission of a copy of the applicant's drug and alcohol policy meeting OCTAP requirements and proof that the applicant has implemented a Drug and Alcohol Certification Program covering all its affiliated permitted Drivers pursuant to Government Code § 53075.5 and meeting the following requirements.
 - 2.1.2.1 A contract with a drug and alcohol program administrator and authorized lab certified by the U.S. Department of Transportation.
 - 2.1.2.2 Procedures and components substantially as in Part 40 of Title 49 of the Code of Federal Regulations, for pre-employment or pre-licensing and licensing renewal.
 - 2.1.2.3 Procedures and components substantially as in Part 382 of Title 49 of the Code of Federal Regulations for rehabilitation, return-to-duty and follow up testing.
 - 2.1.2.4 Procedures and components for random testing following U.S. Department of Transportation guidelines, annual minimum random testing rates, and additional tests as required following accidents, rehabilitation, return-to-service,

and other circumstances providing reasonable suspicion to test.

- 2.1.2.5 When requested, random testing reports to be made available to OCTAP by the program administrator.
 - 2.1.2.6 The applicant's and program administrator's records shall be made available to OCTAP upon request within forty-eight (48) business hours.
 - 2.1.2.7 The test results must be provided to OCTAP and the Permittee by the testing facility.
 - 2.1.2.8 Drivers must show a valid California driver license at the time and place of testing.
- 2.1.3 Submission of evidence of insurance, in full force and effect, in such form as required by OCTAP, issued by a solvent and responsible company licensed to do business in the State of California, insuring the applicant against loss by reason of injury or damage that may result to persons, including Taxicab passengers, or property, from the negligent operation or maintenance of such Taxicab.
- 2.1.3.1 Applicant shall provide a Certificate of Insurance and Insurance Policy Binder showing that the applicant is insured for a minimum combined single limit of one million dollars (\$1,000,000) for the injury or death of one or more persons in the same accident, and one hundred thousand dollars (\$100,000) for injury or destruction of property with an insurer with a minimum AM Best Rating of A-7. Each insurance policy required by these Regulations shall waive all rights of subrogation against OCTA, OCTAP and its member agencies, including their respective elected and appointed officials, officers, directors, employees, agents and volunteers. No self-insured retention shall be allowed.
 - 2.1.3.2 Deductibles shall not exceed ten thousand dollars (\$10,000) per occurrence. In addition, the applicant shall direct the insurance company to provide OCTAP copies of Endorsements to the insurance policy 1) naming OCTA, OCTAP and its member agencies, including their respective elected and appointed officials, officers, directors, employees, agents and volunteers, as additional insureds; and 2) indicating that coverage shall not be reduced, terminated or cancelled without thirty (30) days prior written notice to OCTAP; and 3) the OCTAP special endorsement must be

completed and duly executed by the agent or broker of record and submitted along with the proof of insurance.

- 2.1.3.3 At least one (1) business day prior to the expiration of the current policies, a Permittee shall submit insurance binders evidencing insurance coverage for the policy period subsequent to the expiration of the current policies. Lapses or interruptions of insurance coverage shall cause an immediate suspension of the Company Permit, pending revocation, and an immediate revocation of all Taxicab Permits issued to the Permittee. Reinstatement of a Company Permit may require payment of applicable fees and/or fines. Furthermore, if reinstated, any Taxicab(s) a Permittee desires to be placed back into service will require the issuance of a new Taxicab Permit with applicable fees paid.
- 2.1.4 Submission of Department of Motor Vehicles (DMV) Pull Notice Program Requester Code Number issued to applicant, as defined in Vehicle Code § 1808.1 and continuous enrollment in the Pull Notice program. All affiliated Taxicab Drivers must be enrolled within seven (7) calendar days from inception of the program or date of affiliation. Permittees are required to notify OCTAP upon receipt of a DMV Pull Notice for any affiliated Driver that indicates an action that would no longer qualify the Driver for a Driver Permit. Permittee shall require the Driver to immediately cease operation and surrender their Driver Permit to Permittee. Permittee shall return the Driver Permit to OCTAP within forty-eight (48) business hours of DMV Pull Notice receipt. DMV Pull Notice records shall be made available to OCTAP within forty-eight (48) business hours of request.
- 2.1.5 Submission of proof of current California Department of Motor Vehicles registration for each Taxicab listed in the Company Permit application. All Taxicabs listed in the Company Permit application shall be registered pursuant to Section 5.2.
- 2.1.6 Every owner, partner, or principal officer of applicant has submitted to Live Scan fingerprinting at an approved California Department of Justice fingerprinting agency to initiate a Department of Justice (DOJ) background check (first time applicants only unless otherwise required) and has enrolled in the DOJ subsequent arrest notification program.
- 2.1.7 Every owner, partner, or principal officer of applicant has successfully cleared all background checks.

- 2.1.8 At the time the Company Permit application is submitted, the applicant shall provide to OCTAP a list of OCTAP permitted Drivers authorized to operate the Taxicabs.
- 2.1.9 Payment of all applicable fees.
- 2.1.10 Company shall have a principal place of business from which it conducts its activities as a Taxicab company and related activities. Multiple locations for other activities such as storage, maintenance/repair, etc., are allowed. For the purposes of these Regulations, if the Company has provided OCTAP with a valid address for the receipt of notices and correspondence from OCTAP, a "principal place of business" may be a Taxicab.
- 2.1.11 OCTAP may require additional verification for compliance with the requirements defined herein.
- 2.1.12 OCTAP Company Permit number must be conspicuously posted in all company advertisement and media, as required by California Government Code § 53075.9. Posting must be worded as "OCTAP Company Permit #XXX". Additionally, advertisements must use the OCTAP permitted Company name.

2.2. Company Permit Denial.

A Company Permit shall be denied if any of the following apply to an applicant Company or to any owner, partner, or principal officer of an applicant Company:

- 2.2.1 Is less than 18 years of age.
- 2.2.2 Falsifies material information on the application for Company Permit.
- 2.2.3 Is a registered sex offender pursuant to California Penal Code § 290.
- 2.2.4 Is on formal probation or parole for any offense outlined in Sections 2.2.5., 2.2.6., or 2.2.7.
- 2.2.5 Is convicted (or pleads guilty or nolo contendere) in any state for any of the following: murder; robbery; pandering; pimping; crimes related to the sale or transportation of controlled substances, including marijuana; crimes involving the use of a weapon; or any other offense involving moral turpitude, or any crime that is substantially related to the qualifications, functions or responsibilities of a Permittee.

- 2.2.6 Is convicted (or pleads guilty or nolo contendere) in any state for a felony other than those listed in Section 2.2.5., within eight (8) years of the application.
- 2.2.7 Has any conviction within five (5) years of application (or plea of guilty or nolo contendere) in any state or has any final administrative determination of a violation of any statute, ordinance, or regulation reasonably and rationally pertaining to the same or similar business operation which would have resulted in suspension or revocation of the Company Permit under these Regulations.
- 2.2.8 Operation of its business without the insurance required in Section 2.1.3.
- 2.2.9 Failing to fully satisfy any court judgment entered against the Company arising from liability for operating Taxicabs, including, but not limited to, judgments related to collisions or operating without the requisite insurance, within ten (10) years from the date that the judgment was originally entered pursuant to California Code of Civil Procedure § 683.020 and § 683.030 or, if the judgment has been renewed, within ten (10) years from the date that the application for renewal of judgment is filed pursuant to California Code of Civil Procedure § 683.120.
- 2.2.10 For good cause, subject to appeal pursuant to Section 8. Good cause is defined to include, but is not limited to, arrests, charges, offenses, or convictions related to the responsibilities and functions of a Taxicab company not specifically outlined in this section, that would be prudent to consider in order to protect the public.

2.3. Company Affiliated Drivers.

At the time the Company Permit application is submitted, the applicant shall provide to OCTAP a list of OCTAP permitted Drivers authorized to operate the Taxicabs. A Permittee may add Drivers to its list of Drivers authorized to operate the Taxicabs identified in the Company Permit, provided that the Driver to be added has been issued a Driver Permit by OCTAP which states the Driver is affiliated with the Permittee.

2.4. Company Permit Issuance.

Upon applicant's satisfaction of the conditions listed in Company Permit Requirements, applicant shall be issued an OCTAP Company Permit within five (5) business days.

2.5. Term of Company Permit.

The Company Permit is valid until December 31, 2020, unless extended, suspended, or revoked.

2.6. Company Permit Renewal.

No less than sixty (60) days prior to the expiration of the Company Permit, the Permittee shall submit an application for renewal of its Company Permit in order to allow sufficient time to review the application for renewal. Failure to submit an application for renewal of the Company Permit at least sixty (60) days prior to the current expiration could result in a lapse in the Company Permit and suspension or revocation of Taxicab Permits. A lapse in the Company Permit may require a Company to submit an application and fees for a new Company Permit, and fees for Taxicab Permit(s).

2.7. Company Permit Suspension/Revocation.

A Company Permit may be suspended or revoked by OCTAP for any of the following reasons:

- 2.7.1 Providing late, false, or inaccurate information in the Company Permit application.
- 2.7.2 Allowing operation of a Taxicab by a driver not possessing a valid OCTAP Driver Permit when stating that the driver is affiliated with the Permittee.
- 2.7.3 Failure to comply with the OCTAP Regulations.
- 2.7.4 Operation of any Taxicab at a rate higher than the authorized fare or an agency program as described in Section 2.10.
- 2.7.5 Failure to cooperate with an Agency's law enforcement officers, code enforcement officers, OCTAP staff, and/or California Highway Patrol.
- 2.7.6 Operating its business in violation of the insurance requirements in Section 2.1.3.
- 2.7.7 Failure to comply with the drug and alcohol policy and program required in Section 2.1.2.
- 2.7.8 Failing to fully satisfy any court judgment entered against the Company arising from liability for operating Taxicabs, including, but not limited to, judgments related to collisions or operating without the requisite insurance, within ten (10) years from the date that the judgment was originally entered pursuant to California Code of Civil

Procedure § 683.020 and § 683.030 or, if the judgment has been renewed, within ten (10) years from the date that the application for renewal of judgment is filed pursuant to California Code of Civil Procedure § 683.120.

- 2.7.9 Circumstances providing grounds for denial of a Company Permit as outlined in the OCTAP Regulations.
- 2.7.10 Violating Government Code § 53075.9 pertaining to advertising.
- 2.7.11 For good cause, subject to appeal pursuant to Section 8. Good cause is defined to include, but is not limited to arrests, charges, offenses, and or convictions related to the responsibilities and functions of a Taxicab company not specifically outlined in this Section, that would be prudent to consider in order to protect the public.

2.8 Company Permit Penalties/Suspensions.

In lieu of revocation, OCTAP may impose a penalty in the form of a fine, a period of suspension, or both a fine and period of suspension. The OCTAP Administrative Action and Fines Schedule is attached as "Attachment 3."

2.9 Right to Appeal.

A Company Permit applicant or Permittee may appeal a Company Permit denial, revocation, suspension, or fine as provided for in Section 8.

2.10 Agency or Other Transportation Agreements.

- 2.10.1 An OCTAP Permittee may participate in agency or other transportation programs within the jurisdiction of OCTAP under the following conditions:
 - 2.10.1.1 Transportation program requirements do not conflict with OCTAP Regulations. Agency or other providers may require standards and guidelines that are greater than general OCTAP requirements. The agency or provider is responsible for managing and monitoring its program-specific requirements.
 - 2.10.1.2 Permittee is in good standing with OCTAP, maintains all required OCTAP permits, and continues to comply with all OCTAP requirements.
 - 2.10.1.3 Taxicab Driver must continue to display OCTAP Driver Permit regardless of any other agency or program identification that may be required by the sponsoring agency.

- 2.10.1.4 Permittee may establish a specialized fare structure for agency or program trips through its agreement with the agency.
- 2.10.1.5 For on-demand (flagged) trips, the metering device must be operated any time the Driver is carrying a customer on behalf of Permittee, regardless of an agreement pursuant to Section 6.4.

3. DRIVER PERMITS

A Driver must be affiliated with an OCTAP permitted Company and possess a valid OCTAP Driver Permit in order to operate a Taxicab.

3.1. Driver Permit Requirements

A Driver Permit may be obtained from OCTAP, provided the applicant has submitted all of the following:

- 3.1.1 Complete Driver Permit application, signed by a representative of the Permittee to which the driver intends to be affiliated.
- 3.1.2 Valid California driver license (Class C).
- 3.1.3 California Department of Motor Vehicles H6 report issued within thirty (30) days of submission of a complete application package.
- 3.1.4 A negative drug and alcohol screening test administered by Permittee's program administrator within the previous thirty (30) days in compliance with California Government Code § 53075.5(b)(3).
- 3.1.5 Proof of enrollment in Permittees current and active random drug and alcohol program.
- 3.1.6 Live Scan fingerprints taken at an approved California Department of Justice finger printing agency.
- 3.1.7 Acceptable CDL and DOJ background checks.
- 3.1.8 Payment of all applicable fees.

3.2 Driver Permit Issuance.

A Driver Permit shall be issued within five (5) business days after satisfaction of requirements in Section 3.1.

3.3 Term of Driver Permit.

A Driver Permit is valid until December 30, 2020, unless extended, suspended, revoked, otherwise terminated, or when issued based on a temporary or interim California driver license.

3.4 Renewal of Driver Permit.

Up to sixty (60) working days prior to the expiration of the Driver Permit, the Driver may reapply for a Driver Permit pursuant to Section 3 in order to allow time to review the application for renewal. The renewal of a Driver Permit shall be granted within five (5) business days of satisfaction of all requirements for renewal.

If a Driver Permit expires before approval of renewal, the Driver will not be allowed to operate a Taxicab until the renewal Driver Permit is approved, issued, and in the Driver's possession. Drivers who do not apply to renew prior to the expiration of their permit will be charged late fees in accordance with the OCTAP fee structure.

3.5 Driver Permit Limitation.

An OCTAP Driver Permit is only valid for the Driver to operate a Taxicab for the Permittee indicated on the Driver Permit. A Driver may not operate a Taxicab for another Company unless the Driver completes a transfer application pursuant to Section 3.7. Reproduction of a Driver Permit is strictly prohibited for any reason with the exception of Company management copying the permit for recordkeeping purposes.

3.6 Replacement Driver Permit.

A replacement for a lost or damaged Driver Permit or a subsequent Driver Permit previously issued based on a temporary or interim California driver license may be obtained from OCTAP upon payment of all applicable fees. A Driver shall not operate a Taxicab until a replacement permit is obtained and in possession of the Driver pursuant to this Section. A replacement Driver Permit shall expire on the same date as the original Driver Permit and shall not exceed the Driver's annual permit period.

3.7 Driver Permit Transfer to Another Company.

A Driver may request a transfer of his/her Driver Permit to another Permittee provided the Driver has submitted the following to OCTAP:

- 3.7.1 A Driver Permit application signed by an authorized representative of the prospective Permittee.
- 3.7.2 The Driver Permit transfer fee.
- 3.7.3 Valid California driver license (Class C).
- 3.7.4 OCTAP Driver Permit to be transferred.
- 3.7.5 Verification of enrollment transfer in Permittee's current and active random drug and alcohol program.
- 3.7.6 Driver shall not operate a Taxicab until the transfer permit is obtained and in possession of the Driver pursuant to this Section.
- 3.7.7 A transferred Driver Permit shall expire on the same date as the original Driver Permit and shall not exceed the Driver's permit period.

3.8 Driver Permit Denial.

A Driver Permit shall be denied if applicant:

- 3.8.1 Is less than 18 years of age.
- 3.8.2 Does not possess a valid California driver license (Class C).
- 3.8.3 Fails to enroll in the required random drug and alcohol program.
- 3.8.4 Fails the required drug and/or alcohol test. Upon testing positive for drugs and/or alcohol, the applicant shall not be eligible to reapply for a Driver Permit for a period of one (1) year from the test date.
- 3.8.5 Falsifies, or fails to disclose, material information on the application for a Driver Permit.
- 3.8.6 Is required to register as a sex offender pursuant to California Penal Code § 290.
- 3.8.7 Is on formal probation or parole for any offense outlined herein.
- 3.8.8 Is convicted (or pleads guilty or nolo contendere), regardless of the time elapsed, in any state, of any of the following or their equivalent: murder; a violation of California Vehicle Code § 2800.2 (pertaining to disregard for safety of persons or property), § 2800.3 (pertaining to flight from peace officer causing death or bodily injury), or § 20001 (pertaining to duty to stop at scene of accident); robbery; pandering;

pimping; crimes related to the manufacture, use, sale, possession, or transportation of controlled substances; sale or transportation of marijuana; crimes involving weapons; any crime for which registration would be required under California Penal Code § 290; crimes involving credit card fraud or use of another person's identifying information without authorization (California Penal Code § 530 or equivalent or substitute sections); or any other offense involving moral turpitude or any crime that is substantially related to the qualifications, functions or responsibilities of a Taxicab driver.

- 3.8.9 Is convicted of any felony in any state (or pleads guilty or nolo contendere), other than those felonies listed in Section 3.8.8, within eight (8) years of application.
- 3.8.10 Is convicted (or pleads guilty or nolo contendere) of any of the following within five (5) years of application: reckless driving; driving under the influence of intoxicating liquors or drugs (DUI); use or possession of marijuana; a violation of California Vehicle Code § 2800.1 (pertaining to flight from peace officer); § 20002 (pertaining to duty where property is damaged), § 20003 (pertaining to duty upon injury or death) or any corresponding substitute sections; vehicular manslaughter; and Penal Code §§ 240, 241, 242, and 243 or any corresponding substitute sections pertaining to assault and battery.
- 3.8.11 For good cause, subject to appeal pursuant to Section 8 below. Good cause is defined to include, but is not limited to, arrests, charges, offenses, and/or convictions related to the responsibilities and functions of a Taxicab driver, not specifically outlined in this Section, that would preclude an applicant from possessing an OCTAP Driver Permit.
- 3.8.12 Fails to execute a lease, sublease, or owner-operator agreement with Permittee.

3.9 Driver Permit Suspension/Revocation.

A Driver Permit may be suspended or revoked by OCTAP for any of the following reasons:

- 3.9.1 Failure to comply with the applicable provisions (including timeliness of submissions) of the OCTAP Regulations.
- 3.9.2 Circumstances providing grounds for denial of a Driver Permit as outlined in the OCTAP Regulations.
- 3.9.3 Revocation or suspension of driver's California driver license.

- 3.9.4 Driver's failure to cooperate with an Agency's law enforcement officers, code enforcement officers, OCTAP staff, and/or California Highway Patrol officers.
- 3.9.5 Notification to OCTAP by the Permittee that the Driver is no longer an authorized driver for the Permittee.
- 3.9.6 Testing positive on a drug and alcohol screening, or failure to submit to Permittees random drug and alcohol testing program.
- 3.9.7 Not enrolled and active in the required random drug and alcohol program.
- 3.9.8 For good cause pursuant to Section 8, subject to appeal. Good cause is defined to include, but is not limited to, arrests, charges, offenses, and or convictions related to the responsibilities and functions of a Taxicab driver, not specifically outlined in this Section, that would preclude a driver from possessing an OCTAP Driver Permit.
- 3.9.9 A Driver whose permit is revoked shall be prohibited from applying for a new Driver Permit for one (1) year from the date of revocation.

3.10 Driver Permit Penalty/Suspension.

In lieu of revocation, OCTAP may impose a penalty in the form of a fine, a period of suspension, or both a fine and a period of suspension as specified in the OCTAP Regulations. The OCTAP Administrative Action and Fines Schedule is attached as "Attachment 3."

3.11 Driver Permit Appeal.

The denial, suspension, or revocation of a Driver Permit may be appealed as provided in Section 8.

3.12 Driver Permit Surrender.

Upon expiration, suspension, or revocation of a Driver Permit, or upon termination of employment or affiliation with a Permittee, a Driver shall cease work immediately and surrender the Driver Permit to OCTAP within forty-eight (48) business hours.

4. TAXICAB PERMITS

4.1 Taxicab Permit Required.

No person shall operate a Taxicab, or advertise a Taxicab business, on behalf of a Permittee within the Area of Jurisdiction of an Agency without a Taxicab Permit from OCTAP, unless otherwise authorized by Government Code § 53075.5. At all times while providing taxi service, the Taxicab Permit must be displayed in the left-hand corner of the rear window of the Taxicab for which the Taxicab Permit is issued. A Taxicab Permit is nontransferable and is valid until December 31, 2020, unless, extended, suspended or revoked.

4.2 Inspections.

Prior to issuance or renewal of a Taxicab Permit, Company must complete a vehicle inspection at an ASE-certified or BAR-registered facility and submit proof to OCTAP, signed by the inspecting facility, that the Taxicab has met all inspection standards.

4.3 Vehicle Replacement.

OCTAP shall issue a Taxicab Permit for a replacement Taxicab, valid for the time remaining under the Taxicab Permit of the replaced Taxicab, upon satisfaction of the following conditions:

- 4.3.1 Permittee submits the new Taxicab within two weeks of the time that the original permit is surrendered.
- 4.3.2 Surrender of the existing Taxicab Permit to OCTAP.
- 4.3.3 Payment of Vehicle Permit replacement fee.
- 4.3.4 Company provides proof satisfactory to OCTAP that the replacement Taxicab passes a Taxicab inspection by an ASE-certified or BAR-registered facility.

4.4 Taxicab Permit Renewal.

A Taxicab Permit shall be renewed annually upon payment of applicable fees and submission of proof satisfactory to OCTAP that the Taxicab passes an inspection by a facility certified by an ASE-certified or BAR-registered facility.

- 4.4.1 Upon the successful completion of the above requirements, OCTAP shall provide a new expiration year for the Taxicab Permit.
- 4.4.2. A Taxicab presented for renewal after the permit expiration date will be charged late fees, up to and including the date the Taxicab permit is renewed (in accordance with the current OCTAP Fee Structure), and subjects the Permittee to other administrative actions and fines.

4.5 Taxicab Permit Surrender.

A Permittee, when selling or removing a Taxicab from the fleet, must assure that the OCTAP Taxicab Permit, welcome decals, and other OCTAP Taxicab markings are removed and that the vehicle cannot be mistaken by the public as an authorized Taxicab. OCTAP Permits and welcome decals must be surrendered to OCTAP within forty-eight (48) business hours.

4.5.1 A Permittee must surrender the Taxicab Permit to OCTAP if a Taxicab has been removed from the OCTAP-approved insurance policy, if the Taxicab Permit is revoked, or upon its expiration (if the Taxicab Permit will not be renewed).

4.5.2 A Taxicab permit which is voluntarily surrendered by a Permittee can be replaced upon completion of an annual Taxicab inspection and payment of the required fees, or as provided in Section 4.6.

4.6. Replacement Taxicab Permit.

If a Taxicab Permit has been damaged or is missing due to theft or destruction, a replacement permit will be issued to the same Taxicab and Permittee, upon payment of the required replacement fee. The replacement Taxicab Permit shall be valid for the remaining term of the Taxicab Permit that was replaced.

5. TAXICAB REQUIREMENTS

All Taxicabs shall meet the requirements of the California Vehicle Code, including, but not limited to, California Vehicle Code § 24000, et seq. The California Vehicle Code shall take precedence over any OCTAP Taxicab requirement. Taxicabs must be maintained to these standards at all times.

5.1 Proof of Insurance.

Taxicab Drivers shall at all times carry in the vehicle evidence of the form of financial responsibility in effect for the vehicle, pursuant to California Vehicle Code §§ 16020 through 16028.

5.2 California Vehicle Registration.

Evidence of valid and current vehicle registration must be maintained in each Taxicab, pursuant to California Vehicle Code § 4462.

5.2.1 Registered as a commercial vehicle, pursuant to California Vehicle Code § 260.

- 5.2.2 Registered to the Permittee showing the same Permittee name and address or registered to the OCTAP permitted Driver showing the same permitted Driver name and address.

5.3 Taxi Company Designation.

Permittee's Company name and/or logo shall be placed in an area visible from the interior and exterior of the vehicle at all times while in service and when soliciting passengers on behalf of Permittee.

5.4 Vehicle Maintenance and Records.

All Taxicabs shall be maintained in accordance with the service standards recommended by the vehicle manufacturer. Service records and repair or maintenance receipts shall be kept and made available to OCTAP Staff upon request.

5.5 Seating.

All Taxicabs shall be equipped to seat no more than eight (8) passengers, excluding the driver.

6. TAXICAB OPERATION

A Driver must possess and display a valid Driver Permit at all times while providing Taxicab service. Driver shall ensure that the Taxicab meets all requirements of the OCTAP Regulations prior to placing the Taxicab in service. Any driver in possession of an altered, copied, or defaced permit will not be considered in possession of a valid Driver's Permit.

6.1 Solicitation.

Driver shall not leave his/her Taxicab to solicit passengers.

6.2 Fares Charged.

For pre-arranged trips, a Driver shall not charge fares higher than those disclosed to the customer in accordance with Section 1.1.11. For on-demand (flagged) trips, the Taxicab must possess a fully operational taximeter with current and intact seals, or any type of device or technology approved by the Division of Measurement Standards to calculate fares, including the use of Global Positioning System metering, provided that the device or technology complies with Section 12500.5 of the Business and Professions Code and with all regulations established pursuant to Section 12107 of the Business and Professions Code. The customer shall not be charged a fare that exceeds the authorized fare.

6.3 Receipt.

Driver shall provide a receipt for the amount charged upon request of the person paying the fare, which contains the Driver's name and permit number, telephone number, Permittee name, charge amount, date, and time of transaction.

6.4 Accidents.

In the case of an automobile accident, unless rendered incapable, the Driver shall comply with the minimum requirements for the mandatory exchange of information established in California Vehicle Code § 16025.

6.5 Agency or other Transportation Agreements.

Permitted OCTAP Drivers may participate in agency or other transportation programs within the jurisdiction of OCTAP under the following conditions:

- 6.5.1 The Driver must continue to follow all OCTAP Regulations.
- 6.5.2 The Driver must continue to display the OCTAP Driver Permit regardless of any other identification that may be required by the program or agency.
- 6.5.3 Taximeter must continue to be operated at any time that the Driver is carrying a customer, regardless of any other fare agreement.

6.6 Advertising.

Every permitted Driver shall comply with Government Code § 53075.9 and include, in every written or oral advertisement of the Driver's Taxicab services, the name of the Permittee, the Permittee's OCTAP Permit number, and the Driver's OCTAP Permit number. An advertisement includes, but is not limited to, the issuance of any card, sign, or device to any person; the causing or allowing the placement of any sign or marking on or in any building or structure; or an advertisement in any media form, including newspaper, magazine, radio wave, satellite signal, or any electronic transmission, or in any directory soliciting Taxicab transportation services.

7. REPORTING VIOLATIONS OF OCTAP REGULATIONS

OCTAP may investigate for violations of OCTAP Regulations and issue any appropriate administrative actions, including fines. OCTAP will not investigate any reports of alleged illegal Taxicab operation, such as bandit Taxicab activity, but may refer such reports to the local code or law enforcement agency. A person reporting a violation must provide OCTAP with their name and contact information.

Reports alleging illegal Taxicab operation or violation of the OCTAP Regulations shall require all of the following information be provided:

- Date, time and location;
- Description of activity;
- Vehicle's license plate number, color, make and model, and any distinctive characteristics.

Reports alleging a violation of Government Code § 53075.9 pertaining to advertising must provide a copy or sample of the advertising information (such as the sign, business card, advertising display, webpage, electronic recording or phone directory) evidencing non-compliance with the statute.

8. APPEALS AND ADMINISTRATIVE HEARINGS

In the event a permit is denied, suspended, revoked, or a penalty is imposed, the applicant, Permittee, or Driver shall be notified in writing of the adverse action and the reason(s) supporting it.

8.1 Notice of Appeal.

No later than ten (10) calendar days following the date on the notice of adverse action, the applicant, Permittee, or Driver may submit a written appeal on a form provided by OCTAP. The applicant, Permittee, or Driver shall set forth in the appeal the reason(s) why such action is not proper. Failure to file a timely appeal shall constitute a waiver of the right to an appeal.

8.2 Stay.

Except as provided in Section 8.3., if an appeal is properly filed the adverse action shall be stayed pending the final determination on appeal.

8.3 Stay, Exception.

If OCTAP determines that the continued operation of a Taxicab, possession of a Company Permit, or possession of a Driver Permit represents a health or safety hazard for the public, the adverse action shall not be stayed pending the final determination on appeal.

8.4 Initial Review of Appeal.

If an appeal is timely filed, OCTAP shall either make the final decision regarding the appeal or shall assign a hearing officer to make the final decision regarding the appeal. OCTAP may review the appeal and any additional information provided therein and shall have the discretion to determine the appropriate action in response to the appeal.

8.5 Hearing Officer.

In the event OCTAP elects to assign a hearing officer to decide the appeal then the following shall apply:

- 8.5.1 The hearing officer shall not have participated in the decision which is the subject of the appeal.
- 8.5.2 The hearing officer shall expeditiously schedule the appeal hearing.
- 8.5.3 The appellant and OCTAP shall each have the right to appear in person and be represented by legal counsel or other representative, to present evidence, to call and cross-examine witnesses under oath, and to present argument.
- 8.5.4 The formal rules of evidence shall not apply, and any relevant evidence that is the sort of evidence upon which responsible persons are accustomed to rely in the conduct of serious affairs shall be admissible.
- 8.5.5 Hearsay evidence may be considered by the hearing officer, but no findings may be based solely on hearsay evidence unless supported or corroborated by other relevant and competent evidence.
- 8.5.6 OCTAP may promulgate supplementary rules and procedures for the conduct of the hearing, the forms of notice and proceedings, and the preparation and submission of the record.
- 8.5.7 The hearing officer shall have the discretion to determine the appropriate action in response to the appeal.
- 8.5.8 The decision of the hearing officer shall be the final administrative remedy and shall be binding upon the parties to the appeal.
- 8.5.9 If the hearing officer decides to suspend or revoke a permit, the appellant shall immediately surrender the permit to OCTAP.

8.6 Administrative Hearings.

Administrative hearings may be held at the discretion of OCTAP when the denial, suspension, or revocation of a Company Permit or Driver Permit, or other administrative actions, are initiated for good cause and in the interest of the health, welfare, and safety of the public.

9. PERMIT FEES AND TAXICAB FARES

9.1 OCTAP Permit Fees.

A schedule for Permit fees will be proposed by OCTAP, reviewed by the Steering Committee, and approved by the OCTA Board of Directors in the amount necessary to recover all costs incurred by OCTA in the administration of OCTAP. The fee schedule adopted by the OCTA Board of Directors is attached hereto as "Attachment 1."

9.2 Metered Rates.

Taxicab metered rates are established by OCTAP for on-demand (flagged) trips.

9.2.1 Each Agency agrees to adopt the metered rates approved by the OCTAP Steering Committee, which is attached hereto as "Attachment 2."

9.2.2 Proposed revisions to the Metered Rates will be provided by OCTAP to the Steering Committee for approval, or the Steering Committee may approve consideration of a revised Metered Rate recommended by a member.

9.3 Refund Policy.

There shall be no refund of any portion of the fees described in the OCTAP Regulations.

10. AMENDMENTS TO REGULATIONS

10.1 Administrative Amendments.

The Steering Committee may adopt administrative amendment(s) to the OCTAP Regulations. OCTAP shall notify each Agency and the OCTA Board of Directors of any changes adopted pursuant to this Section.

10.2 Substantive Amendments.

Notwithstanding Section 10.1, the Steering Committee is not authorized to adopt substantive amendments to the OCTAP Regulations. Any substantive amendment shall be recommended by the Steering Committee and be approved by each Agency. These amendments shall be effective only in the Area of Jurisdiction of each Agency that has approved the amendment(s). For purposes of this Section, a substantive amendment is defined as an amendment likely to have any of the following effects:

10.2.1. Affect the rights, responsibilities, and participation of any Agency (such an amendment must also be approved by the OCTA Board of Directors).

10.2.2. Decrease the number of Companies or the number of Taxicabs operating in the Area of Jurisdiction of any Agency.

10.2.3. Affect the purpose of the OCTAP Regulations.

10.3 OCTAP Permit Fees and Taxicab Metered Rates.

10.3.1. Sections 10.1 and 10.2 above shall not apply to an amendment to the OCTAP fee schedule, attached hereto as Attachment "1," which is adopted by the OCTA Board of Directors.

10.3.2. An amendment of the Taxicab Metered Rates for On-Demand (Flagged) Trips attached hereto as "Attachment 2" and adopted pursuant to Section 9.2 of these Regulations shall be considered an administrative amendment pursuant to Section 10.1 in order to ensure uniformity of fares within Orange County.

--End of Regulations--

OCTAP Regulations – Attachment 1
ORANGE COUNTY TAXI ADMINISTRATION PROGRAM
OCTAP FEE STRUCTURE

(OCTA IS CURRENTLY ANAYZING FEE STRUCTURE. THIS IS A PLACEHOLDER UNTIL FEES ARE APPROVED BY OCTA'S BOARD OF DIRECTORS)

OCTAP Regulations – Attachment 2

**ORANGE COUNTY APPROVED TAXICAB METERED RATES
FOR ON-DEMAND (FLAGGED) TRIPS**

Effective: _____, 2019

\$3.50 for the flag drop and first 1/5 mile
\$0.55 for each 1/5 mile, after the first 1/5 mile (\$2.75 per mile)
\$32.00 per hour wait time (Approximately \$0.53 per minute)

No Extra Charge for Additional Passengers.

OCTAP Regulations – Attachment 3

OCTAP ADMINISTRATIVE ACTION AND FINES SCHEDULE

Effective: _____, 2019

Applies to Taxicab Permittee	DESCRIPTION	FINES (per occurrence)	ACTION
	Advertising Failure to include, in any form of advertisement; the company permit number and company name associated with the permit.	Up to \$5,000	Escalating fines per advertising occurrence, up to \$5,000 per incident.
	Taxicab permit Valid permit must be affixed to taxicab. Not in Service signs required if cab is not available for service.	\$500	Warning or suspension of company permit and revocation of all taxicab permits. Renewal, replacement, or re-inspection and fees apply.
	Random drug and alcohol testing Failure to maintain program in accordance to the policy submitted to OCTAP.	\$500	Warning or suspension of company permit and revocation of vehicle permits. Re-inspection and fees apply.
	Unauthorized driver Allowing a non-permitted individual or a driver to operate a taxicab without establishing a lease or owner-operator agreement.	\$500	Warning or suspension company permit and revocation of all vehicle permits. Re-inspection and fees apply.
	Insurance Failure to submit renewal at least one business day prior to policy expiration, incomplete submission, unqualified insurance provider, or inadequate coverage.	\$250	Suspension of company permit and revocation of vehicle permits on insurance policy expiration date. Re-inspection and fees apply.
	Fares Operating or allowing a driver to use a rate higher than authorized fares.	\$250	Warning or suspension of company permit and revocation of vehicle permits. Re-inspection and fees may apply.
	Failure to Cooperate or Comply with Regulations Failure to respond or provide documents requested by OCTAP and any failure to comply with regulations not specifically addressed in Administrative Action and Fines.	\$250	Warning or suspension company permit and revocation of all vehicle permits. Re-inspection and fees apply.
	Vehicle Registration Expired vehicle registration or operating a vehicle not registered to the OCTAP Permittee or affiliated permitted driver.	\$250	Warning or suspension of company permit and revocation of vehicle permits. Re-inspection and fees apply.
	Taximeter or Approved Metering Device Broken or missing seals, outdated seals, non-functioning meter, or a taximeter or metering device that charges a fare other than the authorized metered rate.	\$100	Warning or suspension of company permit and revocation of vehicle permits. Re-inspection and fees apply.
Dispatch Failure to provide reservation and dispatch services or records in accordance to company policy submitted to OCTAP, or failure to provide dispatch records to OCTAP upon request.	\$100	Fine will increase to \$250 after second offense in a 24 month period. May result in suspension of company permit and revocation of all vehicle permits. Re-inspection and fees apply.	
DMV Pull Notice Program Failure to maintain an active program, to enroll driver(s), to notify OCTAP of non-qualified driver(s) as required, or to provide pull notice records to OCTAP upon request.	\$100	Warning or suspension of company permit and revocation of vehicle permits. Fine may increase for repeated occurrences	

Applies to Taxicab Driver	Customer Information Failure to display required interior information; out of service sign.	\$50	Warning. Re-inspection and fees apply.
	Driver Affiliation Notification Failure to notify OCTAP of non-qualified or unauthorized driver(s) within 48 hours.	\$50	Warning or suspension of company permit and revocation of all vehicle permits. Re-inspection and fees apply.
	Advertising Failure to include in any advertisement the OCTAP issued company and driver permit number and affiliated taxicab company name.	Up to \$5,000	Escalating fines per occurrence, up to \$5,000 per incident.
	Operating an Unsafe Vehicle Driver shall ensure daily that the taxicab meets all safety and inspection standards prior to placing the taxicab in service.	\$250	Vehicle may be placed Out of Service. Re-inspection and fees may apply.
	Fares Failure to run taximeter or approved metering device; charging a fare that exceeds authorized metered rate for on demand (flagged) trip; or charging more than the agreed-upon price for prearranged trips booked through the permitted taxicab company.	\$250	Repeated occurrence may result in suspension or revocation of Driver Permit.
	Failure to Comply with Regulations Allowing another person to use your driver permit, a non-permitted person, or driver not affiliated with Permittee to operate your taxicab. Operating a taxicab without a lease or operating agreement with Permittee; and any other failure to comply with regulations not specifically addressed in Administrative Action and Fines.	\$250	Warning, suspension, or revocation of driver permit.
	Acceptance of Payments Failure to accept Visa and/or MasterCard payments.	\$100	Warning, suspension, or revocation of driver permit for repeat offenses.
	Company Affiliation Driving a taxicab for a company not identified on your driver permit.	\$100	Warning, suspension, or revocation of driver permit.
	Failure to Cooperate Fail to respond to requests, or to provide documents requested by OCTAP staff.	\$100	Warning, suspension, or revocation of driver permit.
	Altered Permit Possession or use of an altered OCTAP permit.	\$100	Warning, suspension, or revocation of driver permit.
	Taximeter Broken or missing seals, outdated seals, non-functioning meter.	\$50	Taxicab will be placed Out of Service. Re-inspection and fees will apply
	Receipt Failure to provide a receipt or to provide a receipt that meets requirements set forth in regulations.	\$25	Re-inspection and fees may apply.
	Driver Permit Failure to display as required.	\$25	Fine increases to \$50 after second offense in a 24 month period.
	Insurance and Registration Failure to produce evidence of current insurance and/or registration	\$25 per item	Fines increasing to \$50 per item after second offense in a 24 month period.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF DEVELOPMENT SERVICES

DATE: MAY 21, 2019

SUBJECT: **RESOLUTION TO ESTABLISH THE PLACENTIA ENHANCED INFRASTRUCTURE FINANCING DISTRICT ("EIFD") PUBLIC FINANCING AUTHORITY ("PFA")**

FISCAL
IMPACT: \$9.1 Million in Property Tax Increment Revenue Over Approximately 20 Years

SUMMARY:

In response to the elimination of redevelopment agencies, California Senate Bill 628, effective January 1, 2015, and California Assembly Bill 313, effective January 1, 2016, authorized public agencies to form Enhanced Infrastructure Financing Districts ("EIFDs"), which are public financing instruments designed to succeed former Redevelopment Agency financing mechanisms and provide more flexibility than Infrastructure Financing Districts ("IFDs"). An EIFD is a governmental entity, separate and distinct from the city or county that establishes it and is governed by a Public Financing Authority ("PFA").

EIFDs can aid local government entities in funding public capital facilities, or other specified projects of communitywide significance, primarily by capturing tax increment revenue ("TI") generated within the district. EIFDs provide an opportunity for agencies to issue bonds for an array of public infrastructure projects as well as supporting economic development efforts in specific areas. Those areas of particular interest to Placentia are in the newly established Old Town Placentia Revitalization Plan area.

On February 19, 2019 the City Council approved Resolution No. R-2019-05, a Resolution of Intention ("ROI") proposing the establishment of the Placentia Enhanced Infrastructure Financing District ("Placentia EIFD") with the County of Orange and the initiation of proceedings to form an EIFD within City boundaries. Subsequently, on April 23, 2019 the County Board of Supervisors approved their resolution to participate in the Placentia EIFD and PFA.

This action and in accordance with EIFD law, is to adopt a resolution establishing the membership of the Placentia EIFD PFA.

1. d.
May 21, 2019

RECOMMENDATION:

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

1. Adopt Resolution No. R-2019-XX, A Resolution of the City Council of the City of Placentia, California establishing the membership of the Placentia Enhanced Infrastructure Financing District Public Financing Authority; and
2. Approve the members of the Placentia Enhanced Infrastructure Financing District Public Financing Authority as more fully described in Attachment 2; and
3. Authorize the City Administrator, or his designee, to execute all documents necessary, in a form approved by the City Attorney.

DISCUSSION:

In response to the elimination of redevelopment agencies, California Senate Bill 628, effective January 1, 2015, and California Assembly Bill 313, effective January 1, 2016, authorized the formation of EIFDs, which are public financing instruments designed to succeed the former Redevelopment Agency financing mechanism and provide more flexibility than IFDs. An EIFD is a governmental entity, separate and distinct from the city or county that establishes it and is governed by a PFA that is comprised of one or more members from the participating EIFD parties.

EIFDs can aid local government entities in funding public capital facilities, or other specified projects of communitywide significance, primarily by capturing TI generated within the district. The primary source of revenue available to an EIFD, like a Redevelopment project area, is TI. Essentially, the added improvements gained through EIFD funding would conceptually support future development and result in increased property values, which would generate increased property tax revenues from the base year (established from the most recent equalized tax roll prior to district formation). The increased revenue can then be leveraged for additional improvements through the issuance of bonds and/or applied to fund improvements on a "pay-as-you-go" basis from the date of formation.

Unlike Redevelopment, other affected taxing entities are not required to forgo their TI for the district; participation is voluntary. Each tax sharing entity that chooses to join an EIFD has the option to allocate up to 100% of its portion of TI to the district. Under the EIFD law, school districts are precluded from participation.

EIFDs provide an opportunity for agencies to issue bonds for an array of public infrastructure projects as well as supporting economic development efforts in specific areas. The area of particular interest to Placentia is the infrastructure needed in and around the newly established Old Town Placentia Revitalization Plan. This area will require a significant investment of infrastructure in order to attract developers to the area while improving the City's housing stock and retail opportunities for the public.

Southern California Association of Governments

Considering areas that an EIFD may serve, City Staff worked with the Southern California Association of Governments ("SCAG") to secure a grant under SCAG's Regional Transportation Pilot Program ("Pilot Program"). The Pilot Program Grant allowed the City to retain the services of Kosmont Companies ("Kosmont") to evaluate the implementation of an EIFD for the Old Town Revitalization Plan area based upon:

- High potential for development/redevelopment within 5 years
- Support mixed-use/transit-oriented development
- Catalytic transportation and related infrastructure projects for future development
- Infrastructure that provides communitywide and regional benefit
- Potential funding capacity from property tax increment and complementary sources

A feasibility study was conducted to evaluate whether an EIFD could be used to facilitate development adjacent to the future Metrolink station and complete the public improvements to help fulfill critical elements of the City's Old Town Placentia Revitalization Plan adopted by the City Council in 2017.

To that end, during the twelve (12)-month evaluation process, numerous steps have been taken to assess the benefits of this approach. These have included working with SCAG and Kosmont to evaluate different options for funding necessary improvements, identifying projects to be funded through the EIFD, determining the land areas in and around the Old Town Revitalization Plan and Transit Oriented Packing House District Plan areas that would contribute the necessary TI to facilitate the EIFD, and meeting with County of Orange Officials to discuss the proposed EIFD and their partnership.

On April 23, 2019 County Staff presented to the Board of Supervisors their recommendation to participate in the Placentia EIFD, a partnership between the City and the County, which would be the first of its kind in the State. The County Board of Supervisors approved Resolution No. 19-032 indicating their intention to participate in the Placentia EIFD.

Public Financing Authority and Appointments Process

Under EIFD law, the PFA is the governing board of the Placentia EIFD. With the County's participation in the Placentia EIFD, the PFA's membership is comprised of the two members of the City Council, a member of the County Board of Supervisors and two public members. Members shall serve at the pleasure of their respective appointing legislative bodies and shall serve until their successor assumes office.

The members are subject to compliance with the EIFD Law and Government Code Section 54974. Attachment 1 lists the recommended PFA members.

Placentia EIFD Area

The Placentia EIFD tax increment area is a developing area of the City within the Old Town Placentia area, the TOD Packing House District, and parcels south of the TOD Packing House District and adjacent to the 57 freeway. Land use designations in the Placentia EIFD Map include residential, commercial, industrial, open space and parks. The area contains over 300 parcels, which is approximately 7.1% of the City's total 4,243 acres. The existing assessed value is

approximately \$365 million, which is approximately 5.9% of the City's total of approximately \$6.1 billion. Within this area, approximately \$460 million in new development value projected. In summary, the newly established Old Town Revitalization Plan, the TOD Packing House District, the prime industrial lands, and the planned hospitality areas make this area the City's prime location for establishing an EIFD. Collectively the TI partnership with the County in this EIFD area will generate approximately \$8 million in net available funds (after estimated costs of debt issuance and interest costs) to dedicate toward the Old Town Revitalization Plan area. More specifically, the proceeds will completely fund the infrastructure outlined within the Old Town Streetscape Master Plan previously adopted by the City Council in 2017.

Infrastructure Financing Plan

Once completed, the Infrastructure Financing Plan ("IFP") prepared by Kosmont for the Placentia EIFD will include tax increment revenue projection updates, caps to the maximum tax increment revenue and bond authorization for the proposed EIFD contained in the IFP, and district formation and election cost information. The PFA is ultimately responsible for preparation and final adoption of an IFP for the Placentia EIFD, and the draft IFP is a proposal that will be provided for the PFA to consider. At a later date, and prior to final approval of an IFP for the Placentia EIFD by the PFA, the City Council and County Board of Supervisors will have an opportunity to review and approve the IFP, as an affected taxing entity of the Placentia EIFD. Future City Council and County Board of Supervisors approval of the IFP is required under the EIFD law for allocation of City and County property tax revenues to the Placentia EIFD.

Preliminary Projected Tax Increment Updates

Kosmont conducted a baseline tax increment analysis to determine district revenue potential based on planned/proposed projects and future development potential. Actual TI revenues are subject to changes in the types and timing of development and the real estate market.

Development Type	Sq. Ft./Units	Assessed Value Factor (2018\$)	Estimated AV (2018\$)
Residential	1,600 units	\$250K per unit	~\$400 million
Commercial/Retail/Office	125,000 sq. ft.	\$250 per sq. ft.	~\$31 million
Hotel	116 rooms	\$250K per room	~\$29 million
TOTAL			~\$460 million

Based on this analysis, the City's contribution is expected to be approximately 48% of its share of property tax increment (~6.5 out of 13.6 cents on the dollar) within the district boundary for a maximum of \$9,100,000 total over the approximately 20-year district lifetime. The County's contribution is expected to be approximately 43% of its share (~2.5 out of 5.9 cents) within the district boundary for a maximum of \$3,547,000 total over the approximately 20-year district lifetime.

While the Placentia area would benefit from a new dedicated revenue source for infrastructure improvements, formation of the Placentia EIFD would result in a reallocation of property tax TI revenue from the City's General Fund. Once the Placentia EIFD terminates, TI revenue would no longer be allocated to the Placentia EIFD and will flow back into the City's General Fund.

Preliminary Bonded Indebtedness

Kosmont Transaction Services provided a preliminary bonded indebtedness analysis with County's participation and estimated EIFD revenues. The preliminary \$8 million infrastructure loan is amortized over the course of 20 years. A total of approximately \$11.7 million (principle and interest) repaid over 20 years will include an annual payment of \$560,000 - \$600,000 for the initial \$8 million infrastructure loan.

Financial Implication of Establishing Placentia EIFD

Kosmont concluded several regional financial implications for the establishment of the Placentia EIFD, including providing essential regional transportation infrastructure improvements, improved regional competitiveness for Federal/State grant funds and supports County's Comprehensive Economic Development Strategy (e.g. job creation, quality of life improvement, promotion of environmental sustainability). Locally, based on Kosmont gross economic impact analysis, approximately 3,900+ construction jobs will be created, 1,150+ permanent jobs will be created, \$800+ million in economic output from construction, and \$164+ million in annual ongoing economic output. The resulting overall establishment of the Placentia EIFD will have created an acceleration of development and related fiscal revenues in the amount of approximately \$22 million in net fiscal impact to the City and \$15 million in net fiscal benefit to the County (present value net fiscal benefit over 50 years).

Community Participation and Public Outreach Efforts

There are a number of steps in the Placentia EIFD formation process that require public outreach and participation. Under the EIFD law, City Council must direct the City Clerk to mail a copy of the ROI to each landowner within the Placentia EIFD, each affected taxing entity, and the PFA. The requested actions include this step, which will constitute the first public outreach. Subsequent mailings will include the draft IFP and related CEQA documentation and Notice of Public Hearing. Stakeholders will have the opportunity to voice their opinion to the PFA at the Public Hearing. Additionally, the issuance of bonds by the Placentia EIFD in the future will involve public outreach.

FISCAL IMPACT:

As described above, preliminarily, it is projected that approximately \$8 million could be generated in net bond/loan proceeds over the approximately 20-year term of the proposed Placentia EIFD, to help fund core public infrastructure needed to support Placentia's growth. Placentia's contribution is expected to be approximately 48% of its share of property tax increment (~6.5 out of 13.6 cents on the dollar) within the district boundary for a maximum of \$9,100,000 total over the approximately 20-year district lifetime. The County's contribution is expected to be approximately 43% of its share (~2.5 out of 5.9 cents) within the district boundary for a maximum of \$3,547,000 total over the approximately 20-year district lifetime.

While the Placentia area would benefit from the infrastructure improvements, the formation of the EIFD would result in a reallocation of TI (i.e., the City's share of taxes levied on property within the district boundaries on that portion of the taxable valuation over and above the taxable valuation of the base year property tax roll) from the General Fund to pay for the Placentia infrastructure improvements. While this contribution will be dedicated, it should be noted that the City is only proposing an approximately 20-year EIFD, even though under state law, up to 45 years of TI contribution is authorized. This is purposeful and is designed to demonstrate a conservative

partnership and contribution from both agencies for a very specific purpose: Old Town Streetscape Master Plan Infrastructure, which will reap a significant return on investment for each agency.

The aforementioned TI projections are based upon various assumptions made utilizing the future growth potential of the residential, commercial, and industrial development sectors in the area. Once the EIFD has terminated, the property tax increment revenue allocated to the EIFD will flow back into the City's General Fund. The property tax generated up to the taxable valuation of the base year tax roll will continue to flow to the City's General Fund.

Prepared by:



Jeannette Ortega
Assistant to the City Administrator/
Economic Development Manager

Reviewed and approved:



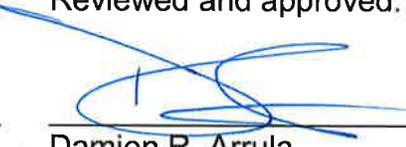
Joseph M. Lambert
Director of Development Services

Reviewed and approved:



Kim Krause
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Resolution No. R-2019-XX – Establishing the Placentia EIFD PFA
2. Members of the Placentia Enhanced Infrastructure Financing District Public Financing Authority

RESOLUTION NO. R-2019-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA ESTABLISHING THE PLACENTIA ENHANCED INFRASTRUCTURE FINANCING DISTRICT PUBLIC FINANCING AUTHORITY

A. Recitals

(i). The California Legislature enacted California Government Code (Code) sections 53398.50 through 53398.88 (EIFD Law) authorizing cities to form enhanced infrastructure financing districts and use specified property tax increment revenue generated within such districts to finance certain infrastructure and community benefit projects; and

(ii). In enacting the EIFD Law, the California Legislature found and determined that with the dissolution of redevelopment agencies, public benefits will accrue, if local agencies finance certain public infrastructure and community benefit projects authorized under the EIFD Law; and

(iii). The City Council has determined that it will be beneficial to the City of Placentia (City) to form the Placentia Enhanced Infrastructure Financing District (Placentia EIFD); and

(iv). By Resolution No. R-2019-05 the City Council has (1) stated its intention that the Placentia EIFD is proposed to be established under the EIFD Law; (2) identified the boundaries of the proposed Placentia EIFD; (3) identified the types of public facilities and development proposed to be financed or assisted by the proposed Placentia EIFD; (4) described the need for the proposed Placentia EIFD and the goals the Placentia EIFD proposes to achieve; (5) confirmed that incremental property tax revenue from the City and some, all or none of the affected taxing entities within the proposed Placentia EIFD may be used to finance these activities; and (6) set a time and place for a public hearing on the proposed Placentia EIFD; and

(v). By Resolution No. 19-032 the County of Orange Board of Supervisors has stated its intention to participate in the Placentia EIFD and Public Financing Authority.

(vi). Pursuant to the EIFD Law, the City Council is required to establish a Public Financing Authority to act as the governing board of the proposed Placentia EIFD at the same time that the City Council adopts a resolution stating its intention to form the proposed Placentia EIFD.

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

B. Resolution

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

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

2. Establishment of Public Financing Authority. Pursuant to the EIFD Law, the City Council establishes the Placentia Enhanced Infrastructure Financing District Public Financing Authority (Authority), as the governing board of the proposed Placentia EIFD.

3. Public Financing Authority Membership. The Authority shall have a membership consisting of two members of the Council, one member of the County Board of Supervisors and two members of the public chosen by the Council.

a. The two Council members of the Authority shall serve according to the following provision:

i. City Council appointments to the Authority shall occur during the annual Council appointments to various commission, committees typically held in the month of December.

b. The two public members of the Authority shall serve according to the following provisions:

i. Eligibility: Public members of the Authority shall be at least one of the following: (1) an owner of real property within the Placentia EIFD; (2) a resident of the Placentia EIFD; or (3) an owner or operator of any business, private or non-profit, that owns or leases real property in Placentia.

ii. Term: Public members of the Authority will serve a term of four years with the Authority.

4. Public Financing Authority Organization. The Authority is authorized and directed to adopt such bylaws, rules, regulations, and procedures as the Authority deems necessary or desirable for performance of its functions, all in accordance with applicable law.

5. Clerk of Authority. If requested by the Authority, the City Clerk or designee is authorized and directed to serve as either or both the clerk of the Authority and the elections official for the Authority for any and all bond issuance elections held by the Authority pursuant to the EIFD Law. If the Authority requests that the City Clerk serve as the elections official for the Authority, the City's election laws shall govern all elections called by the Authority, in accordance with Code section 53398.70, except as otherwise required by applicable law. The Authority may only direct the City Clerk to perform the official duties assigned to the clerk of the Authority under the EIFD Law and election functions under the EIFD Law and the Placentia Municipal Code.

6. Further Action. The Mayor or designee is authorized and directed to take such further action as is necessary or desirable to carry out the purposes and intent of this

Resolution consistent with the EIFD Law and other applicable law. If and as requested by the Authority, the Mayor or designee is authorized and directed to perform such services for the Authority as may be necessary or desirable for the conduct of Authority business consistent with or required by the EIFD Law and other applicable law.

APPROVED and ADOPTED this 21st day of May 2019.

Rhonda Shader, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, 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 21st day of May 2019 by the following vote:

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

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

**Placentia Enhanced Infrastructure Financing District (Placentia EIFD)
Members of the Public Financing Authority**

May 21, 2019

Senate Bill No. 628 Enhanced infrastructure financing districts

SECTION 1. CHAPTER 2.99. Enhanced Infrastructure Financing District

Article 1. General Provisions

53398.51.1.

(a) The public financing authority shall have a membership consisting of one of the following, as appropriate:

(1) If a district has only one participating affected taxing entity, the public financing authority's membership shall consist of three members of the legislative body of the participating entity, and two members of the public chosen by the legislative body. The appointment of the public members shall be subject to the provisions of Section 54974.

(2) If a district has two or more participating affected taxing entities, the public financing authority's membership shall consist of a majority of members from the legislative bodies of the participating entities, and a minimum of two members of the public chosen by the legislative bodies of the participating entities. The appointment of the public members shall be subject to the provisions of Section 54974.

(b) The legislative body shall ensure the public financing authority is established prior to adopting a resolution pursuant to Section 53398.69 to adopt an infrastructure financing plan and to form a district.

(c) Members of the public financing authority established pursuant to this chapter shall not receive compensation but may receive reimbursement for actual and necessary expenses incurred in the performance of official duties pursuant to Article 2.3 (commencing with Section 53232) of Chapter 2.

(d) Members of the public financing authority are subject to Article 2.4 (commencing with Section 53234) of Chapter 2.

(e) The public financing authority created pursuant to this chapter shall be a local public agency subject to the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950)), the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1), and the Political Reform Act of 1974 (Title 9 (commencing with Section 81000)).

Placentia EIFD Members

- Mayor Pro Tem Ward Smith
- Council Member Chad Wanke
- County Board of Supervisor Doug Chaffee
- Public Member: Rosalina Davis (4 Year Term)
- Public Member: Joe Rasic (4 Year Term)



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: DIRECTOR OF COMMUNITY SERVICES
DATE: MAY 21, 2019

SUBJECT: **ACQUISITION OF REAL PROPERTY CONSISTING OF A SINGLE PARCEL LOCATED AT 731 S. MELROSE STREET (APN 339-102-08) OWNED BY PLACENTIA INDUSTRIAL PARK PROPERTIES FOR THE FUTURE DEVELOPMENT OF A NORTH SERVICE PLANNING AREA NAVIGATION CENTER**

FISCAL

IMPACT: EXPENSE: \$2,715,000 Real Property Purchase Price
REVENUE: \$2,715,000 California's Homeless Emergency Aid Program ("HEAP")
Grant Funds

No General Fund dollars will be used for this acquisition or the construction of the proposed navigation center.

SUMMARY:

The crisis of unsheltered homelessness is one that is impacting the greater Orange County area. According to the most recent 2019 Point-in-Time count conducted by the County of Orange, approximately 6,860 people in Orange County experienced homelessness, 2,765 in North Orange County and 163 individuals in Placentia. This represents a 43% increase from 2017.

In an effort to comply with a Federal Mandate as well as 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 731 S. Melrose Street (Assessor Parcel Number 339-102-08), (the "Property") as a potential development site for a Navigation Center. After completing its due diligence on the Property, the City is recommending this site as a viable development for a Navigation Center for the purposes of complying with federal and local mandates recently imposed on cities. This action approves a Standard Offer, Agreement and Escrow Instructions for

3. a.
May 21, 2019

the Purchase of Real Estate ("Purchase Agreement") between the City and the private property owner, Placentia Industrial Park Properties (the "Owner"), collectively known as the "Parties."

RECOMMENDATION:

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

1. Approve Resolution R-2019-XX, A Resolution of the City Council of the City of Placentia, California, approving a Purchase Agreement with Placentia Industrial Park Properties for real property located at 731 S. Melrose Street and authorizing the acquisition of property in connection therein and, finding that the acquisition of said property is not a project for the purposes of CEQA as defined by the California Public Resources Code Sections 21065 and 21080; and
2. Execute the Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate ("Purchase Agreement") with Placentia Industrial Park Properties for real property located at 731 S. Melrose Street; and
3. Authorize the City Administrator and/or his designee to approve non-substantive changes as needed to execute the Purchase Agreement on behalf of the City in a form approved by the City Attorney; and
4. Find that the acquisition of the subject property is exempt from further CEQA review in that this action does not constitute a project for the purposes of CEQA as defined by the California Public Resources Code Sections 21065 and 21080. This finding is consistent with the determination made by the Planning Commission on May 14, 2019.

DISCUSSION:

Background

The crisis of unsheltered homelessness is one that is impacting the greater Orange County area. According to the most recent 2019 Point-in-Time count conducted by the County of Orange, approximately 6,860 people in Orange County experienced homelessness, 2,765 in North Orange County and 163 individuals in Placentia. This represents a 43% increase from 2017.

In an effort to comply with a Federal Mandate as well as 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, also known as the North Service Planning area ("North SPA"). 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 731 S. Melrose Street (Assessor Parcel Number 339-102-08), (the "Property").

Real Property Analysis

The City reviewed a preliminary title report on the Property which indicated that the Property was clear of any environmental liens or activity use limitations. In addition, a Property Condition Assessment Report was completed by JorgensenFM and the report indicated approximately \$118,000 in probable costs associated with minor capital improvements of the Property (i.e., mainly electrical system, ducting insulation, and concrete floor repairs, etc.).

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 awards by the Orange County Continuum of Care as part of the State of California's Homeless Emergency Aid Program ("HEAP") for the acquisition and capital improvements of the Navigation Center.

An appraisal of the property was initiated by the City and completed by R.P. Laurain & Associates, Inc. The appraisal report indicated that the fair market value of the property is \$2,715,000. The amount requested by the Owner is equivalent to the appraisal amount.

As part of the due diligence process, the final recommended location of the Navigation Center is 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, a securable facility and well-managed operations.

Community Engagement Process

The City coordinated a publicly noticed community meeting in order to seek feedback from residents and business owners on the proposed location of the Navigation Center. Informational efforts regarding the proposed community meeting included the dissemination of public

information pamphlets to property owners within 1,000 feet of the proposed Navigation Center, various links to social media outlets, and a summation of the topic of homelessness and the regional Navigation Center on the City’s website and the City Administrator’s Weekly Report. The public meeting was held on Wednesday, May 15, 2019, at the Whitten Community Center. The community meeting was simultaneously translated in Spanish utilizing an outside professional translation firm. At the meeting all facets of the homelessness crisis were discussed, including the legal challenges and potential costs, the North SPA regional solution, and details of the Navigation Center location and operations were fully explained to the attendees. Although feedback on this matter varied, several questions were answered by City Staff, including the City’s Police Department, non-profit service providers City Net and HIS House, and the County of Orange. There were some attendees at the meetings that supported the proposed location and approach toward solving the homeless crisis and there were some attendees that were not supportive.

Management and Operations Plan

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 (transportation) 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 Understanding (“MOU”) by the Cities has been presented and adopted by the City Council on April 2, 2019. The MOU outlines the acquisition costs, construction improvements and ongoing operational costs and maintenance of the two proposed Navigation Centers. In addition, a Settlement Agreement has been prepared and approved by all 13 North Orange County Cities, including Placentia. In order to address the aforementioned Local and Federal Mandates as well as avoid costly litigation, and ensure Placentia has a proactive and reasonable option for the Placentia Police Department, the City began working with the North SPA cities, the Court and Plaintiff’s counsel to create a comprehensive regional plan to address homelessness and thereby, enter into a Settlement Agreement.

Below is a tentative schedule for the proposed Navigation Center in the City of Placentia:

Date	Description
May 21, 2019	Purchase and Sale Agreement to the City Council
June 22, 2019	Close Escrow
June, 2019	Retain Design-Build Firm for Tenant Improvements
June, 2019	Develop and Issue a Request for Proposals for Site Operator/Provider
July, 2019	Award Contract for Site Operator/Provider
December, 2019	Tenant Improvements Completed
December, 2019	Grand Opening of Navigation Center
Ongoing	Audit and Monitor Operations Regularly

Planning Commission

The Land Use designation for the property is "M". This designation provides for industrial uses and their related facilities while maintaining an environment free from objectionable noise, odor, dust or other nuisances. Additionally, the "M" district permits emergency shelters by right, subject to compliance with conditions set forth in Placentia Municipal Code (PMC) Section 23.47.130 – Emergency Shelters (Homeless). The subject property is improved with an industrial building, which is in conformance with the "Industrial" land use designation.

The General Plan Land Use designation of the subject property is "Industrial". This is consistent with the Land Use Element Goal 2 to "provide and maintain an adequate level of service for all community public services and facilities." In addition, the Housing Element HE-1.4 of the General Plan states, "ensure the provisions of the Housing Accountability Act are reinforced and prohibit the denial of emergency shelter/transitional housing facility via discretionary approvals if it is consistent with adopted regulatory standards." In addition, the subject property conforms and is within the City's SB 2 zoning, which is required for placement of emergency shelters or navigation centers.

On May 14, 2019, the Planning Commission adopted Resolution No. PC-2019-09, finding that the acquisition of 731 S. Melrose Street (APN 339-102-08) conforms with the City of Placentia General Plan. In adopting Resolution No. PC-2019-09, the Planning Commission also found that the acquisition of said property is not a project for the purposes of CEQA as defined by the California Public Resources Code Sections 21065 and 21080. Staff recommends that the City Council find that the acquisition of the subject property is exempt from further CEQA review in that this action does not constitute a project for the purposes of CEQA as defined by the California Public Resources Code Sections 21065 and 21080. This finding is consistent with the determination made by the Planning Commission on May 14, 2019.

As such, the acquisition of 731 S. Melrose Street conforms with the applicable provisions of the City of Placentia General Plan, specifically the Land Use and Housing Elements, and SB 2 Zoning in that the City is furthering its efforts in addressing and providing services to the public with the objective of alleviating the overall homeless crisis within the City and North Orange County.

FISCAL IMPACT:

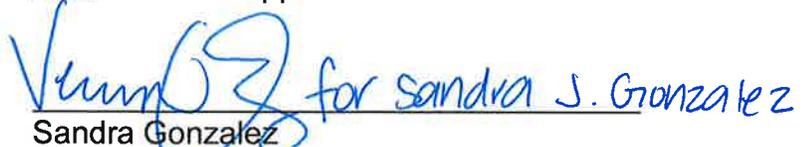
The total purchase price of \$2,715,000 will be made from the \$5,650,000 in grant funds awarded by the Orange County Continuum of Care as part of the State of California's Homeless Emergency Aid Program ("HEAP"). As part of the Purchase Agreement a \$50,000 deposit was provided to the Escrow Holder on May 6, 2019 by the City. This deposit will be part of the total purchase price. No General Fund dollars will be used for the acquisition of the property for the proposed Navigation Center.

Prepared by:



Jeannette Ortega
Assistant to the City Administrator/
Economic Development Manager

Reviewed and approved:



Sandra Gonzalez
Director of Community Services

Reviewed and approved:



Kim Krause
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Resolution R-2019-XX – Approving Purchase Agreement
2. Purchase Agreement with Placentia Industrial Park Properties

RESOLUTION NO. R-2019-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, APPROVING A PURCHASE AGREEMENT WITH PLACENTIA INDUSTRIAL PARK PROPERTIES FOR REAL PROPERTY LOCATED AT 731 S. MELROSE STREET AND AUTHORIZING THE ACQUISITION OF PROPERTY IN CONNECTION THEREIN AND FINDING THAT THE ACQUISITION OF SAID PROPERTY IS NOT A PROJECT FOR THE PURPOSES OF CEQA AS DEFINED BY THE CALIFORNIA PUBLIC RESOURCES CODE SECTIONS 21065 AND 21080

A. Recitals.

(i) The real property located at 731 S. Melrose Street, Placentia, California, Assessor Parcel Number ("APN") 339-102-08, which is within the City's municipal boundaries (the "Property" or "Site") is currently owned by Placentia Industrial Park Properties (the "Property Owner").

(ii) The City has expressed interest to purchase the Property 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").

(iii) The City and Property Owner have negotiated and prepared a Conveyance Instrument in a form of a Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate ("Purchase Agreement") for the City's purchase of the Property in the amount of \$2,715,000 and proceed with closing of escrow by June 22, 2019.

(iv) The total purchase price of \$2,715,000 will be made with funds secured in the amount of \$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).

All other legal prerequisites to the adoption of this resolution have occurred.

B. Resolution.

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

Section 1. On May 14, 2019, the Planning Commission adopted Resolution No. PC-2019-09, finding that the acquisition of 731 S. Melrose Street (APN 339-102-08) conforms with the City of Placentia General Plan. In adopting Resolution No. PC-2019-09, the Planning Commission also found that the acquisition of said property is not a

Project for the purposes of CEQA as defined by the California Public Resources Code Sections 21065 and 21080.

Section 2. The City Council approves the Purchase Agreement for the City's acquisition of the property at 731 S. Melrose Street, Placentia substantially in the form presented to the City Council.

Section 3. Pursuant to the Purchase Agreement, the City shall pay the Property Owner at 731 S. Melrose Street, Placentia the purchase price of \$2,715,000 at the close of escrow, subject to the additional due diligence performance.

Section 4. The City Administrator is authorized and directed both to execute and deliver the Purchase Agreement, any standard form escrow instructions, and such other documents, and to take all other actions, as are necessary to perform the Purchase Agreement for the City's purchase of the property, subject to the additional due diligence performance.

PASSED, APPROVED AND ADOPTED this 21st day of May 2019.

Rhonda Shader, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

I, Robert S. McKinnell, 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 21st day of May 2019 by the following vote:

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

ATTEST:

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

AIRCRE

STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE (Non-Residential)

Dated: May 1, 2019

1. Buyer.

1.1 City of Placentia, ("Buyer") hereby offers to purchase the real property, hereinafter described, from the owner thereof ("Seller") (collectively, the "Parties" or individually, a "Party"), through an escrow ("Escrow") to close 30 or on June 22, 2019 days **OR SOONER AS mutually agreed to by buyer and seller, provided escrow is in a position to execute the close** after the waiver or expiration of the Buyer's Contingencies, ("Expected Closing Date") to be held by Lawyers Title and Escrow - Linda Lastelic ("Escrow Holder") whose address is 16755 Von Karman Ave., Suite 100, Irvine, CA 92606, Phone No. (949) 223-5558, Facsimile No. _____ upon the terms and conditions set forth in this agreement ("Agreement"). Buyer shall have the right to assign Buyer's rights hereunder **in accordance with terms and conditions of Addendum Section 33**, but any such assignment shall not relieve Buyer of Buyer's obligations herein unless Seller expressly releases Buyer.

1.2 The term "Date of Agreement" as used herein shall be the date when by execution and delivery (as defined in paragraph 20.2) of this document or a subsequent counteroffer thereto, Buyer and Seller have reached agreement in writing whereby Seller agrees to sell, and Buyer agrees to purchase, the Property upon terms accepted by both Parties.

2. Property.

2.1 The real property ("Property") that is the subject of this offer consists of (insert a brief physical description) an approximate 11,310 sq. ft. free standing building, situated on an approximate .66 acre parcel is located in the County of Orange, is commonly known as (street address, city, state, zip) 731 S. Melrose St., Placentia, CA 92870 and is legally described as: to be determined by Title (APN: 339-102-08).

2.2 If the legal description of the Property is not complete or is inaccurate, this Agreement shall not be invalid and the legal description shall be completed or corrected to meet the requirements of Lawyers Title - Doug Thompson ("Title Company"), which shall issue the title policy hereinafter described.

2.3 The Property includes, at no additional cost to Buyer, the permanent improvements thereon, including those items which pursuant to applicable law are a part of the property, as well as the following items, if any, owned by Seller and at present located on the Property: electrical distribution systems (power panel, bus ducting, conduits, disconnects, lighting fixtures); telephone distribution systems (lines, jacks and connections only); space heaters; heating, ventilating, air conditioning equipment ("HVAC"); air lines; fire sprinkler systems; security and fire detection systems; carpets; window coverings; wall coverings; and _____ (collectively, the "Improvements").

2.4 The fire sprinkler monitor: is owned by Seller and included in the Purchase Price, is leased by Seller, and Buyer will need to negotiate a new lease with the fire monitoring company, ownership will be determined during Escrow, or there is no fire sprinkler monitor.

~~2.5 Except as provided in Paragraph 2.3, the Purchase Price does not include Seller's personal property, furniture and furnishings, and _____ all of which shall be removed by Seller prior to Closing.~~

3. Purchase Price.

3.1 The purchase price ("Purchase Price") to be paid by Buyer to Seller for the Property shall be \$2,715,000.00, payable as follows:
(Strike any not applicable)

(a) Cash down payment, including the Deposit as defined in paragraph 4.3 (or if an all cash transaction, the Purchase Price):

(b) ~~Amount of "New Loan" as defined in paragraph 5.1, if any:~~ \$2,715,000.00

(c) ~~Buyer shall take title to the Property subject to and/or assume the following existing deed of trust ("Existing Deed(s) of Trust") securing the existing promissory note(s) ("Existing Note(s)"): (i) An Existing Note ("First Note") with an unpaid principal balance as of the Closing of approximately:~~

~~Said First Note is payable at _____ per month, including interest at the rate of _____ % per annum, until paid (and/or the entire unpaid balance is due on _____)~~

(ii) ~~An Existing Note ("Second Note") with an unpaid principal balance as of the Closing of approximately:~~

~~Said Second Note is payable at _____ per month, including interest at the rate of _____ % per annum, until paid (and/or the entire unpaid balance is due on _____)~~

(d) ~~Buyer shall give Seller a deed of trust ("Purchase Money Deed of Trust") on the property, to secure the promissory note of Buyer to Seller described in paragraph 6 ("Purchase Money Note") in the amount of:~~

Total Purchase Price: \$2,715,000.00

3.2 If Buyer is taking title to the Property subject to, or assuming, an Existing Deed of Trust and such deed of trust permits the beneficiary to demand payment of fees including, but not limited to, points, processing fees, and appraisal fees as a condition to the transfer of the Property, Buyer agrees to pay such fees up to a maximum of 1.5% of the unpaid principal balance of the applicable Existing Note.

4. Deposits.

4.1 Buyer has delivered to Broker a check in the sum of _____, payable to Escrow Holder, to be delivered by Broker to Escrow Holder within 2 or _____ business days after both Parties have executed this Agreement and the executed Agreement has been delivered to Escrow Holder, or within 2 or _____ business days after both Parties have executed this Agreement and the executed Agreement has been delivered to Escrow Holder Buyer shall deliver to Escrow Holder a check in the sum of \$50,000.00. If said check is not received by Escrow Holder within said time period then Seller may elect to unilaterally terminate this transaction by giving written notice of such election to Escrow Holder whereupon neither Party shall have any further liability to the other under this Agreement. Should Buyer and Seller not enter into an agreement for purchase and sale, Buyer's check or funds shall, upon request by Buyer, be promptly returned to Buyer.

4.2 Additional deposits:

(a) ~~Within 5 business days after the Date of Agreement, Buyer shall deposit with Escrow Holder the additional sum of _____ to be applied to the Purchase Price at the Closing.~~

(b) ~~Within 5 business days after the contingencies discussed in paragraph 9.1 (a) through (m) are approved or waived, Buyer shall deposit with Escrow Holder the additional sum of _____ to be applied to the Purchase Price at the Closing.~~

(c) If an Additional Deposit is not received by Escrow Holder within the time period provided then Seller may notify Buyer, Escrow Holder, and Brokers, in writing that, unless the Additional Deposit is received by Escrow Holder within 2 business days following said notice, the Escrow shall be deemed terminated without

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further notice or instructions.

4.3 Escrow Holder shall deposit the funds deposited with it by Buyer pursuant to paragraphs 4.1 and 4.2 (collectively the "Deposit"), in a State or Federally chartered bank in an interest bearing account whose term is appropriate and consistent with the timing requirements of this transaction. The interest therefrom shall accrue to the benefit of Buyer, who hereby acknowledges that there may be penalties or interest forfeitures if the applicable instrument is redeemed prior to its accrued maturity. Buyer's Federal Tax Identification Number is _____. NOTE: Such interest bearing account cannot be opened until Buyer's Federal Tax Identification Number is provided.

4.4 Notwithstanding the foregoing, within 5 days after Escrow Holder receives the monies described in paragraph 4.1 above, Escrow Holder shall release \$100 of said monies to Seller as and for independent consideration for Seller's execution of this Agreement and the granting of the contingency period to Buyer as herein provided. Such independent consideration is non-refundable to Buyer but shall be credited to the Purchase Price in the event that the purchase of the Property is completed.

4.5 Upon waiver of all of Buyer's contingencies the Deposit shall become non-refundable but applicable to the Purchase Price except in the event of a Seller breach, or in the event that the Escrow is terminated pursuant to the provisions of Paragraph 9.1(n) (Destruction, Damage or Loss) or 9.1(o) (Material Change).

~~5. Financing Contingency. (Strike if not applicable)~~

~~5.1 This offer is contingent upon Buyer obtaining from an insurance company, financial institution or other lender, a commitment to lend to Buyer a sum equal to at least _____% of the Purchase Price, on terms reasonably acceptable to Buyer. Such loan ("New Loan") shall be secured by a first deed of trust or mortgage on the Property. If this Agreement provides for Seller to carry back junior financing, then Seller shall have the right to approve the terms of the New Loan. Seller shall have 7 days from receipt of the commitment setting forth the proposed terms of the New Loan to approve or disapprove of such proposed terms. If Seller fails to notify Escrow Holder, in writing, of the disapproval within said 7 days it shall be conclusively presumed that Seller has approved the terms of the New Loan.~~

~~5.2 If Buyer shall fail to notify its Broker, Escrow Holder and Seller, in writing within _____ days following the Date of Agreement, that the New Loan has not been obtained, it shall be conclusively presumed that Buyer has either obtained said New Loan or has waived this New Loan contingency.~~

~~5.3 If Buyer shall notify its Broker, Escrow Holder and Seller, in writing, within the time specified in paragraph 5.2 hereof, that Buyer has not obtained said New Loan, this Agreement shall be terminated, and Buyer shall be entitled to the prompt return of the Deposit, plus any interest earned thereon, less only Escrow Holder and Title Company cancellation fees and costs, which Buyer shall pay.~~

~~6. Seller Financing. (Purchase Money Note). (Strike if not applicable)~~

~~6.1 If Seller approves Buyer's financials (see paragraph 6.5), the Purchase Money Note shall provide for interest on unpaid principal at the rate of _____% per annum, with principal and interest paid as follows: _____. The Purchase Money Note and Purchase Money Deed of Trust shall be on the current forms commonly used by Escrow Holder, and be junior and subordinate only to the Existing Note(s) and/or the New Loan expressly called for by this Agreement.~~

~~6.2 The Purchase Money Note and/or the Purchase Money Deed of Trust shall contain provisions regarding the following (see also paragraph 10.3 (b)):~~

~~(a) Prepayment. Principal may be prepaid in whole or in part at any time without penalty, at the option of the Buyer.~~

~~(b) Late Charge. A late charge of 6% shall be payable with respect to any payment of principal, interest, or other charges, not made within 10 days after it is due.~~

~~(c) Due On Sale. In the event the Buyer sells or transfers title to the Property or any portion thereof, then the Seller may, at Seller's option, require the entire unpaid balance of said Note to be paid in full.~~

~~6.3 If the Purchase Money Deed of Trust is to be subordinate to other financing, Escrow Holder shall, at Buyer's expense prepare and record on Seller's behalf a request for notice of default and/or sale with regard to each mortgage or deed of trust to which it will be subordinate.~~

~~6.4 WARNING: CALIFORNIA LAW DOES NOT ALLOW DEFICIENCY JUDGEMENTS ON SELLER FINANCING. IF BUYER ULTIMATELY DEFAULTS ON THE LOAN, SELLER'S SOLE REMEDY IS TO FORECLOSE ON THE PROPERTY.~~

~~6.5 Seller's obligation to provide financing is contingent upon Seller's reasonable approval of Buyer's financial condition. Buyer to provide a current financial statement and copies of its Federal tax returns for the last 3 years to Seller within 10 days following the Date of Agreement. Seller has 10 days following receipt of such documentation to satisfy itself with regard to Buyer's financial condition and to notify Escrow Holder as to whether or not Buyer's financial condition is acceptable. If Seller fails to notify Escrow Holder, in writing, of the disapproval of this contingency within said time period, it shall be conclusively presumed that Seller has approved Buyer's financial condition. If Seller is not satisfied with Buyer's financial condition or if Buyer fails to deliver the required documentation then Seller may notify Escrow Holder in writing that Seller financing will not be available, and Buyer shall have the option, within 10 days of the receipt of such notice, to either terminate this transaction or to purchase the Property without Seller financing. If Buyer fails to notify Escrow Holder within said time period of its election to terminate this transaction then Buyer shall be conclusively presumed to have elected to purchase the Property without Seller financing. If Buyer elects to terminate, Buyer's Deposit shall be refunded less Title Company and Escrow Holder cancellation fees and costs, all of which shall be Buyer's obligation.~~

7. Real Estate Brokers.

7.1 Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this transaction with the following real estate brokers ("Broker(s)") and/or their agents ("Agent(s)"):

Seller's Brokerage Firm Ashwill Associates Commercial Real Estate License No. 01291393 is the broker of (check one): the Seller; or both the Buyer and Seller (dual agent).

Seller's Agent Cameron Jones License No. 01770606 is (check one): the Seller's Agent (salesperson or broker associate); or both the Seller's Agent and the Buyer's Agent (dual agent).

Buyer's Brokerage Firm CBRE, Inc. License No. 00409987 is the broker of (check one): the Buyer; or both the Buyer and Seller (dual agent).

Buyer's Agent Greg Sullivan License No. 00920305 is (check one): the Buyer's Agent (salesperson or broker associate); or both the Buyer's Agent and the Seller's Agent (dual agent).

The Parties acknowledge that other than the Brokers and Agents listed above, there are no other brokers or agents representing the Parties or due any fees and/or commissions under this Agreement. See paragraph 24 regarding the nature of a real estate agency relationship. Buyer shall use the services of Buyer's Broker exclusively in connection with any and all negotiations and offers with respect to the Property for a period of 1 year from the date inserted for reference purposes at the top of page 1.

7.2 Buyer and Seller each represent and warrant to the other that he/she/it has had no dealings with any person, firm, broker, agent or finder in connection with the negotiation of this Agreement and/or the consummation of the purchase and sale contemplated herein, other than the Brokers and Agents named in paragraph 7.1, and no broker, agent or other person, firm or entity, other than said Brokers and Agents is/are entitled to any commission or finder's fee in connection with this transaction as the result of any dealings or acts of such Party. Buyer and Seller do each hereby agree to indemnify, defend, protect and hold the other harmless from and against any costs, expenses or liability for compensation, commission or charges which may be claimed by any broker, agent, finder or other similar party, other than said named Brokers and Agents by reason of any dealings or act of the indemnifying Party.

8. Escrow and Closing.

8.1 Upon acceptance hereof by Seller, this Agreement, including any counteroffers incorporated herein by the Parties, shall constitute not only the agreement of purchase and sale between Buyer and Seller, but also Instructions to Escrow Holder for the consummation of the Agreement through the Escrow. Escrow Holder shall not prepare any further escrow instructions restating or amending the Agreement unless specifically so instructed by the Parties or a Broker herein. Subject to the reasonable approval of the Parties, Escrow Holder may, however, include its standard general escrow provisions. In the event that there is any conflict between the provisions of the Agreement and the provisions of any additional escrow instructions the provisions of the Agreement shall prevail as to the Parties and the Escrow Holder.

8.2 As soon as practical after the receipt of this Agreement and any relevant counteroffers, Escrow Holder shall ascertain the Date of Agreement as defined in paragraphs 1.2 and 20.2 and advise the Parties and Brokers, in writing, of the date ascertained.

8.3 Escrow Holder is hereby authorized and instructed to conduct the Escrow in accordance with this Agreement, applicable law and custom and practice of the community in which Escrow Holder is located, including any reporting requirements of the Internal Revenue Code. In the event of a conflict between the law of the state where the Property is located and the law of the state where the Escrow Holder is located, the law of the state where the Property is located shall prevail.

8.4 Subject to satisfaction of the contingencies herein described, Escrow Holder shall close this escrow (the "Closing") by recording a general warranty deed (a grant deed in California) and the other documents required to be recorded, and by disbursing the funds and documents in accordance with this Agreement.

8.5 Buyer and Seller shall each pay one-half of the Escrow Holder's charges and Seller shall pay the usual recording fees and any required documentary transfer taxes. Seller shall pay the premium for a standard coverage owner's or joint protection policy of title insurance. (See also paragraph 11.)

8.6 Escrow Holder shall verify that all of Buyer's contingencies have been satisfied or waived prior to Closing. The matters contained in paragraphs 9.1

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subparagraphs (b), (c), (d), (e), (g), (i), (n), and (o), 9.4, 12, 13, 14, 16, 18, 20, 21, 22, and 24 are, however, matters of agreement between the Parties only and are not instructions to Escrow Holder.

8.7 If this transaction is terminated for non-satisfaction and non-waiver of a Buyer's Contingency, as defined in Paragraph 9.2 or disapproval of any other matter subject to Buyer's approval, then neither of the Parties shall thereafter have any liability to the other under this Agreement, except to the extent of a breach of any affirmative covenant or warranty in this Agreement. In the event of such termination, Buyer shall, subject to the provisions of paragraph 8.10, be promptly refunded all funds deposited by Buyer with Escrow Holder, less only the \$100 provided for in paragraph 4.4 and the Title Company and Escrow Holder cancellation fees and costs, all of which shall be Buyer's obligation. If this transaction is terminated as a result of Seller's breach of this Agreement then Seller shall pay the Title Company and Escrow Holder cancellation fees and costs.

8.8 The Closing shall occur on the Expected Closing Date, or as soon thereafter as the Escrow is in condition for Closing; provided, however, that if the Closing does not occur by the Expected Closing Date and said Date is not extended by mutual instructions of the Parties, a Party not then in default under this Agreement may notify the other Party, Escrow Holder, and Brokers, in writing that, unless the Closing occurs within 5 business days following said notice, the Escrow shall be deemed terminated without further notice or instructions.

8.9 Except as otherwise provided herein, the termination of Escrow shall not relieve or release either Party from any obligation to pay Escrow Holder's fees and costs or constitute a waiver, release or discharge of any breach or default that has occurred in the performance of the obligations, agreements, covenants or warranties contained therein.

8.10 If this sale of the Property is not consummated for any reason other than Seller's breach or default, then at Seller's request, and as a condition to any obligation to return Buyer's deposit (see paragraph 21), Buyer shall within 5 days after written request deliver to Seller, at no charge, copies of all surveys, engineering studies, soil reports, maps, master plans, feasibility studies and other similar items prepared by or for Buyer that pertain to the Property. Provided, however, that Buyer shall not be required to deliver any such report if the written contract which Buyer entered into with the consultant who prepared such report specifically forbids the dissemination of the report to others.

9. Contingencies to Closing.

9.1 The Closing of this transaction is contingent upon the satisfaction or waiver of the following contingencies. IF BUYER FAILS TO NOTIFY ESCROW HOLDER, IN WRITING, OF THE DISAPPROVAL OF ANY OF SAID CONTINGENCIES WITHIN THE TIME SPECIFIED THEREIN, IT SHALL BE CONCLUSIVELY PRESUMED THAT BUYER HAS APPROVED SUCH ITEM, MATTER OR DOCUMENT. Buyer's conditional approval shall constitute disapproval, unless provision is made by the Seller within the time specified therefore by the Buyer in such conditional approval or by this Agreement, whichever is later, for the satisfaction of the condition imposed by the Buyer. Escrow Holder shall promptly provide all Parties with copies of any written disapproval or conditional approval which it receives. With regard to subparagraphs (a) through (m) the pre-printed time periods shall control unless a different number of days is inserted in the spaces provided.

(a) **Disclosure.** Seller shall make to Buyer, through Escrow, all of the applicable disclosures required by law (See AIR CRE ("AIR") standard form entitled "Seller's Mandatory Disclosure Statement") and provide Buyer with a completed Property Information Sheet ("Property Information Sheet") concerning the Property, duly executed by or on behalf of Seller in the current form or equivalent to that published by the AIR within 10 or _____ days following the Date of Agreement. Buyer has 10 days from the receipt of said disclosures to approve or disapprove the matters disclosed.

(b) **Physical Inspection.** Buyer has 10 or 30 _____ days following the receipt of the Property Information Sheet or the Date of Agreement, whichever is later, to satisfy itself with regard to the physical aspects and size of the Property.

(c) **Hazardous Substance Conditions Report.** Buyer has 30 or _____ days following the receipt of the Property Information Sheet or the Date of Agreement, whichever is later, to satisfy itself with regard to the environmental aspects of the Property. Seller recommends that Buyer obtain a Hazardous Substance Conditions Report concerning the Property and relevant adjoining properties. Any such report shall be paid for by Buyer. A "Hazardous Substance" for purposes of this Agreement is defined as any substance whose nature and/or quantity of existence, use, manufacture, disposal or effect, render it subject to Federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare. A "Hazardous Substance Condition" for purposes of this Agreement is defined as the existence on, under or relevantly adjacent to the Property of a Hazardous Substance that would require remediation and/or removal under applicable Federal, state or local law.

(d) **Soil Inspection.** Buyer has 30 or _____ days from the receipt of the Property Information Sheet or the Date of Agreement, whichever is later, to satisfy itself with regard to the condition of the soils on the Property. Seller recommends that Buyer obtain a soil test report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any soils report that Seller may have within 10 days following the Date of Agreement.

(e) **Governmental Approvals.** Buyer has 30 or _____ days following the Date of Agreement to satisfy itself with regard to approvals, and permits and approvals to purchase from governmental agencies or departments including the City Council which have or may have jurisdiction over the Property and which Buyer deems necessary or desirable in connection with its intended use of the Property, including, but not limited to, permits and approvals required with respect to zoning, planning, building and safety, fire, police, handicapped and Americans with Disabilities Act requirements, transportation and environmental matters.

(f) **Conditions of Title.** Escrow Holder shall cause a current commitment for title insurance ("Title Commitment") concerning the Property issued by the Title Company, as well as legible copies of all documents referred to in the Title Commitment ("Underlying Documents"), and a scaled and dimensioned plot showing the location of any easements to be delivered to Buyer within 10 or _____ days following the Date of Agreement. Buyer has 10 days from the receipt of the Title Commitment, the Underlying Documents and the plot plan to satisfy itself with regard to the condition of title. The disapproval by Buyer of any monetary encumbrance, which by the terms of this Agreement is not to remain against the Property after the Closing, shall not be considered a failure of this contingency, as Seller shall have the obligation, at Seller's expense, to satisfy and remove such disapproved monetary encumbrance at or before the Closing.

(g) **Survey.** Buyer has 30 or _____ days following the receipt of the Title Commitment and Underlying Documents to satisfy itself with regard to any ALTA title supplement based upon a survey prepared to American Land Title Association ("ALTA") standards for an owner's policy by a licensed surveyor, showing the legal description and boundary lines of the Property, any easements of record, and any improvements, poles, structures and things located within 10 feet of either side of the Property boundary lines. Any such survey shall be prepared at Buyer's direction and expense. If Buyer has obtained a survey and approved the ALTA title supplement, Buyer may elect within the period allowed for Buyer's approval of a survey to have an ALTA extended coverage owner's form of title policy, in which event Buyer shall pay any additional premium attributable thereto.

(h) **Existing Leases and Tenancy Statements.** Seller shall within 10 or _____ days following the Date of Agreement provide both Buyer and Escrow Holder with legible copies of all leases, subleases or rental arrangements (collectively, "Existing Leases") affecting the Property, and with a tenancy statement ("Estoppel Certificate") in the latest form or equivalent to that published by the AIR, executed by Seller and/or each tenant and subtenant of the Property. Seller shall use its best efforts to have each tenant complete and execute an Estoppel Certificate. If any tenant fails or refuses to provide an Estoppel Certificate then Seller shall complete and execute an Estoppel Certificate for that tenancy. Buyer has 10 days from the receipt of said Existing Leases and Estoppel Certificates to satisfy itself with regard to the Existing Leases and any other tenancy issues.

(i) **Owner's Association.** Seller shall within 10 or _____ days following the Date of Agreement provide Buyer with a statement and transfer package from any owner's association servicing the Property. Such transfer package shall at a minimum include copies of the association's bylaws, articles of incorporation, current budget and financial statement. Buyer has 10 days from the receipt of such documents to satisfy itself with regard to the association.

(j) **Other Agreements.** Seller shall within 10 or _____ days following the Date of Agreement provide Buyer with legible copies of all other agreements ("Other Agreements") known to Seller that will affect the Property after Closing. Buyer has 10 days from the receipt of said Other Agreements to satisfy itself with regard to such Agreements.

(k) **Financing.** If paragraph 5 hereof dealing with a financing contingency has not been stricken, the satisfaction or waiver of such New Loan contingency.

(l) **Existing Notes.** If paragraph 3.1(c) has not been stricken, Seller shall within 10 or _____ days following the Date of Agreement provide Buyer with legible copies of the Existing Notes, Existing Deeds of Trust and related agreements (collectively, "Loan Documents") to which the Property will remain subject after the Closing. Escrow Holder shall promptly request from the holders of the Existing Notes a beneficiary statement ("Beneficiary Statement") confirming: (1) the amount of the unpaid principal balance, the current interest rate, and the date to which interest is paid, and (2) the nature and amount of any impounds held by the beneficiary in connection with such loan. Buyer has 10 or _____ days following the receipt of the Loan Documents and Beneficiary Statements to satisfy itself with regard to such financing. Buyer's obligation to close is conditioned upon Buyer being able to purchase the Property without acceleration or change in the terms of any Existing Note or charges to Buyer except as otherwise provided in this Agreement or approved by Buyer, provided, however, Buyer shall pay the transfer fee referred to in paragraph 3.2 hereof. Likewise if Seller is to carry back a Purchase Money Note then Seller shall within 10 or _____ days following the Date of Agreement provide Buyer with a copy of the proposed Purchase Money Note and Purchase Money Deed of Trust. Buyer has 10 or _____ days from the receipt of such documents to satisfy itself with regard to the form and content thereof.

(m) **Personal Property.** In the event that any personal property is included in the Purchase Price, Buyer has 10 or _____ days following the Date of Agreement to satisfy itself with regard to the title condition of such personal property. Seller recommends that Buyer obtain a UCC-1 report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any liens or encumbrances affecting such personal property that it is aware of within 10 or _____ days.

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Following the Date of Agreement.

(n) **Destruction, Damage or Loss.** Subsequent to the Date of Agreement and prior to Closing there shall not have occurred a destruction of, or damage or loss to, the Property or any portion thereof, from any cause whatsoever, which would cost more than \$10,000.00 to repair or cure. If the cost of repair or cure is \$10,000.00 or less, Seller shall repair or cure the loss prior to the Closing. Buyer shall have the option, within 10 days after receipt of written notice of a loss costing more than \$10,000.00 to repair or cure, to either terminate this Agreement or to purchase the Property notwithstanding such loss, but without deduction or offset against the Purchase Price. If the cost to repair or cure is more than \$10,000.00, and Buyer does not elect to terminate this Agreement, Buyer shall be entitled to any insurance proceeds applicable to such loss. Unless otherwise notified in writing, Escrow Holder shall assume no such destruction, damage or loss has occurred prior to Closing.

(o) **Material Change.** Buyer shall have 10 days following receipt of written notice of a Material Change within which to satisfy itself with regard to such change. "Material Change" shall mean a substantial adverse change in the use, occupancy, tenants, title, or condition of the Property that occurs after the date of this offer and prior to the Closing. Unless otherwise notified in writing, Escrow Holder shall assume that no Material Change has occurred prior to the Closing.

(p) **Seller Performance.** The delivery of all documents and the due performance by Seller of each and every undertaking and agreement to be performed by Seller under this Agreement.

(q) **Brokerage Fee.** Payment at the Closing of such brokerage fee as is specified in this Agreement or later written instructions to Escrow Holder executed by Seller and Brokers ("Brokerage Fee"). It is agreed by the Parties and Escrow Holder that Brokers are a third party beneficiary of this Agreement insofar as the Brokerage Fee is concerned, and that no change shall be made with respect to the payment of the Brokerage Fee specified in this Agreement, without the written consent of Brokers.

9.2 All of the contingencies specified in subparagraphs (a) through (m) of paragraph 9.1 are for the benefit of, and may be waived by, Buyer, and may be elsewhere herein referred to as "Buyer's Contingencies."

9.3 If any of Buyer's Contingencies or any other matter subject to Buyer's approval is disapproved as provided for herein in a timely manner ("Disapproved Item"), Seller shall have the right within 10 days following the receipt of notice of Buyer's disapproval to elect to cure such Disapproved Item prior to the Expected Closing Date ("Seller's Election"). Seller's failure to give to Buyer within such period, written notice of Seller's commitment to cure such Disapproved Item on or before the Expected Closing Date shall be conclusively presumed to be Seller's Election not to cure such Disapproved Item. If Seller elects, either by written notice or failure to give written notice, not to cure a Disapproved Item, Buyer shall have the right, within 10 days after Seller's Election to either accept title to the Property subject to such Disapproved Item, or to terminate this Agreement. Buyer's failure to notify Seller in writing of Buyer's election to accept title to the Property subject to the Disapproved Item without deduction or offset shall constitute Buyer's election to terminate this Agreement. The above time periods only apply once for each Disapproved Item. Unless expressly provided otherwise herein, Seller's right to cure shall not apply to the remediation of Hazardous Substance Conditions or to the Financing Contingency. Unless the Parties mutually instruct otherwise, if the time periods for the satisfaction of contingencies or for Seller's and Buyer's elections would expire on a date after the Expected Closing Date, the Expected Closing Date shall be deemed extended for 3 business days following the expiration of: (a) the applicable contingency period(s), (b) the period within which the Seller may elect to cure the Disapproved Item, or (c) if Seller elects not to cure, the period within which Buyer may elect to proceed with this transaction, whichever is later.

9.4 The Parties acknowledge that extensive local, state and Federal legislation establish broad liability upon owners and/or users of real property for the investigation and remediation of Hazardous Substances. The determination of the existence of a Hazardous Substance Condition and the evaluation of the impact of such a condition are highly technical and beyond the expertise of Brokers. The Parties acknowledge that they have been advised by Brokers to consult their own technical and legal experts with respect to the possible presence of Hazardous Substances on the Property or adjoining properties, and Buyer and Seller are not relying upon any investigation by or statement of Brokers with respect thereto. The Parties hereby assume all responsibility for the impact of such Hazardous Substances upon their respective interests herein.

10. Documents Required at or Before Closing.

10.1 Five days prior to the Closing date Escrow Holder shall obtain an updated Title Commitment concerning the Property from the Title Company and provide copies thereof to each of the Parties.

10.2 Seller shall deliver to Escrow Holder in time for delivery to Buyer at the Closing:

- (a) Grant or general warranty deed, duly executed and in recordable form, conveying fee title to the Property to Buyer.
- (b) If applicable, the Beneficiary Statements concerning Existing Note(s).
- (c) If applicable, the Existing Leases and Other Agreements together with duly executed assignments thereof by Seller and Buyer. The assignment of Existing Leases shall be on the most recent Assignment and Assumption of Lessor's Interest in Lease form published by the AIR or its equivalent.
- (d) If applicable, Estoppel Certificates executed by Seller and/or the tenant(s) of the Property.
- (e) An affidavit executed by Seller to the effect that Seller is not a "foreign person" within the meaning of Internal Revenue Code Section 1445 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Internal Revenue Service such sum as is required by applicable Federal law with respect to purchases from foreign sellers.
- (f) If the Property is located in California, an affidavit executed by Seller to the effect that Seller is not a "nonresident" within the meaning of California Revenue and Tax Code Section 18662 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Franchise Tax Board such sum as is required by such statute.
- (g) If applicable, a bill of sale, duly executed, conveying title to any included personal property to Buyer.
- (h) If the Seller is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the sale of the Property.

10.3 Buyer shall deliver to Seller through Escrow:

- (a) The cash portion of the Purchase Price and such additional sums as are required of Buyer under this Agreement shall be deposited by Buyer with Escrow Holder, by federal funds wire transfer, or any other method acceptable to Escrow Holder in immediately collectable funds, no later than 2:00 P.M. on the business day prior to the Expected Closing Date provided, however, that Buyer shall not be required to deposit such monies into Escrow if at the time set for the deposit of such monies Seller is in default or has indicated that it will not perform any of its obligations hereunder. Instead, in such circumstances in order to preserve its rights to proceed Buyer need only provide Escrow with evidence establishing that the required monies were available.
- (b) If a Purchase Money Note and Purchase Money Deed of Trust are called for by this Agreement, the duly executed originals of those documents, the Purchase Money Deed of Trust being in recordable form, together with evidence of fire insurance on the improvements in the amount of the full replacement cost naming Seller as a mortgage loss payee, and a real estate tax service contract (at Buyer's expense), assuring Seller of notice of the status of payment of real property taxes during the life of the Purchase Money Note.
- (c) The Assignment and Assumption of Lessor's Interest in Lease form specified in paragraph 10.2(c) above, duly executed by Buyer.
- (d) Assumptions duly executed by Buyer of the obligations of Seller that accrue after Closing under any Other Agreements.
- (e) If applicable, a written assumption duly executed by Buyer of the loan documents with respect to Existing Notes.
- (f) If the Buyer is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the purchase of the Property.

10.4 At Closing, Escrow Holder shall cause to be issued to Buyer a standard coverage (or ALTA extended, if elected pursuant to 9.1(g)) owner's form policy of title insurance effective as of the Closing, issued by the Title Company in the full amount of the Purchase Price, insuring title to the Property vested in Buyer, subject only to the exceptions approved by Buyer. In the event there is a Purchase Money Deed of Trust in this transaction, the policy of title insurance shall be a joint protection policy insuring both Buyer and Seller.

IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING.

11. Prorations and Adjustments.

11.1 **Taxes.** Applicable real property taxes and special assessment bonds shall be prorated through Escrow as of the date of the Closing, based upon the latest tax bill available. The Parties agree to prorate as of the Closing any taxes assessed against the Property by supplemental bill levied by reason of events occurring prior to the Closing. Payment of the prorated amount shall be made promptly in cash upon receipt of a copy of any supplemental bill.

11.2 **Insurance.** WARNING: Any insurance which Seller may have maintained will terminate on the Closing. Buyer is advised to obtain appropriate insurance to cover the Property.

11.3 **Rentals, Interest and Expenses.** Scheduled rentals, interest on Existing Notes, utilities, and operating expenses shall be prorated as of the date of Closing. The Parties agree to promptly adjust between themselves outside of Escrow any rents received after the Closing.

11.4 **Security Deposit.** Security Deposits held by Seller shall be given to Buyer as a credit to the cash required of Buyer at the Closing.

11.5 **Post Closing Matters.** Any item to be prorated that is not determined or determinable at the Closing shall be promptly adjusted by the Parties by appropriate cash payment outside of the Escrow when the amount due is determined.

11.6 **Variations in Existing Note Balances.** In the event that Buyer is purchasing the Property subject to an Existing Deed of Trust(s), and in the event that a


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Beneficiary Statement as to the applicable Existing Note(s) discloses that the unpaid principal balance of such Existing Note(s) at the closing will be more or less than the amount set forth in paragraph 3.1(c) hereof ("Existing Note Variation"), then the Purchase Money Note(s) shall be reduced or increased by an amount equal to such Existing Note Variation. If there is to be no Purchase Money Note, the cash required at the Closing per paragraph 3.1(a) shall be reduced or increased by the amount of such Existing Note Variation.

11.7 *Variations in New Loan Balance.* In the event Buyer is obtaining a New Loan and the amount ultimately obtained exceeds the amount set forth in paragraph 5.1, then the amount of the Purchase Money Note, if any, shall be reduced by the amount of such excess.

11.8 *Owner's Association Fees.* Escrow Holder shall: (i) bring Seller's account with the association current and pay any delinquencies or transfer fees from Seller's proceeds, and (ii) pay any up front fees required by the association from Buyer's funds.

12. Representations and Warranties of Seller and Disclaimers.

12.1 Seller's warranties and representations shall survive the Closing and delivery of the deed for a period of 3 1 years, and any lawsuit or action based upon them must be commenced within such time period. Seller's warranties and representations are true, material and relied upon by Buyer and Brokers in all respects. Seller hereby makes the following warranties and representations to Buyer and Brokers:

(a) *Authority of Seller.* Seller is the owner of the Property and/or has the full right, power and authority to sell, convey and transfer the Property to Buyer as provided herein, and to perform Seller's obligations hereunder.

(b) *Maintenance During Escrow and Equipment Condition At Closing.* Except as otherwise provided in paragraph 9.1(n) hereof, Seller shall maintain the Property until the Closing in its present condition, ordinary wear and tear excepted.

(c) *Hazardous Substances/Storage Tanks.* Seller has no knowledge, except as otherwise disclosed to Buyer in writing, of the existence or prior existence on the Property of any Hazardous Substance, nor of the existence or prior existence of any above or below ground storage tank.

(d) *Compliance.* Seller has no knowledge of any aspect or condition of the Property which violates applicable laws, rules, regulations, codes or covenants, conditions or restrictions, or of improvements or alterations made to the Property without a permit where one was required, or of any unfulfilled order or directive of any applicable governmental agency or casualty insurance company requiring any investigation, remediation, repair, maintenance or improvement be performed on the Property.

(e) *Changes in Agreements.* Prior to the Closing, Seller will not violate or modify any Existing Lease or Other Agreement, or create any new leases or other agreements affecting the Property, without Buyer's written approval, which approval will not be unreasonably withheld.

(f) *Possessory Rights.* Seller has no knowledge that anyone will, at the Closing, have any right to possession of the Property, except as disclosed by this Agreement or otherwise in writing to Buyer.

(g) *Mechanics' Liens.* There are no unsatisfied mechanics' or materialmen's lien rights concerning the Property.

(h) *Actions, Suits or Proceedings.* Seller has no knowledge of any actions, suits or proceedings pending or threatened before any commission, board, bureau, agency, arbitrator, court or tribunal that would affect the Property or the right to occupy or utilize same.

(i) *Notice of Changes.* Seller will promptly notify Buyer and Brokers in writing of any Material Change (see paragraph 9.1(o)) affecting the Property that becomes known to Seller prior to the Closing.

(j) *No Tenant Bankruptcy Proceedings.* Seller has no notice or knowledge that any tenant of the Property is the subject of a bankruptcy or insolvency proceeding.

(k) *No Seller Bankruptcy Proceedings.* Seller is not the subject of a bankruptcy, insolvency or probate proceeding.

(l) *Personal Property.* Seller has no knowledge that anyone will, at the Closing, have any right to possession of any personal property included in the Purchase Price nor knowledge of any liens or encumbrances affecting such personal property, except as disclosed by this Agreement or otherwise in writing to Buyer.

12.2 Buyer hereby acknowledges that, except as otherwise stated in this Agreement, Buyer is purchasing the Property in its existing condition and will, by the time called for herein, make or have waived all inspections of the Property Buyer believes are necessary to protect its own interest in, and its contemplated use of, the Property. The Parties acknowledge that, except as otherwise stated in this Agreement, no representations, inducements, promises, agreements, assurances, oral or written, concerning the Property, or any aspect of the occupational safety and health laws, Hazardous Substance laws, or any other act, ordinance or law, have been made by either Party or Brokers, or relied upon by either Party hereto.

12.3 In the event that Buyer learns that a Seller representation or warranty might be untrue prior to the Closing, and Buyer elects to purchase the Property anyway then, and in that event, Buyer waives any right that it may have to bring an action or proceeding against Seller or Brokers regarding said representation or warranty.

12.4 Any environmental reports, soils reports, surveys, and other similar documents which were prepared by third party consultants and provided to Buyer by Seller or Seller's representatives, have been delivered as an accommodation to Buyer and without any representation or warranty as to the sufficiency, accuracy, completeness, and/or validity of said documents, all of which Buyer relies on at its own risk. Seller believes said documents to be accurate, but Buyer is advised to retain appropriate consultants to review said documents and investigate the Property.

13. Possession.

Possession of the Property shall be given to Buyer at the Closing subject to the rights of tenants under Existing Leases.

14. Buyer's Entry.

At any time during the Escrow period, Buyer, and its agents and representatives, shall have the right at reasonable times and subject to rights of tenants, to enter upon the Property for the purpose of making inspections and tests specified in this Agreement. No destructive testing shall be conducted, however, without Seller's prior approval which shall not be unreasonably withheld. Following any such entry or work, unless otherwise directed in writing by Seller, Buyer shall return the Property to the condition it was in prior to such entry or work, including the re-compaction or removal of any disrupted soil or material as Seller may reasonably direct. All such inspections and tests and any other work conducted or materials furnished with respect to the Property by or for Buyer shall be paid for by Buyer as and when due and Buyer shall indemnify, defend, protect and hold harmless Seller and the Property of and from any and all claims, liabilities, losses, expenses (including reasonable attorneys' fees), damages, including those for injury to person or property, arising out of or relating to any such work or materials or the acts or omissions of Buyer, its agents or employees in connection therewith.

15. Further Documents and Assurances.

The Parties shall each, diligently and in good faith, undertake all actions and procedures reasonably required to place the Escrow in condition for Closing as and when required by this Agreement. The Parties agree to provide all further information, and to execute and deliver all further documents, reasonably required by Escrow Holder or the Title Company.

16. Attorneys' Fees.

If any Party or Broker brings an action or proceeding (including arbitration) involving the Property whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees and costs. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term "Prevailing Party" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred.

17. Prior Agreements/Amendments.

17.1 This Agreement supersedes any and all prior agreements between Seller and Buyer regarding the Property.

17.2 Amendments to this Agreement are effective only if made in writing and executed by Buyer and Seller.

18. Broker's Rights.

~~18.1 If this sale is not consummated due to the default of either the Buyer or Seller, the defaulting Party shall be liable to and shall pay to Brokers the Brokerage Fee that Brokers would have received had the sale been consummated. If Buyer is the defaulting party, payment of said Brokerage Fee is in addition to any obligation with respect to liquidated or other damages.~~

18.2 Upon the Closing, Brokers are authorized to publicize the facts of this transaction.

19. Notices.

19.1 Whenever any Party, Escrow Holder or Brokers herein shall desire to give or serve any notice, demand, request, approval, disapproval or other communication, each such communication shall be in writing and shall be delivered personally, by messenger, or by mail, postage prepaid, to the address set forth in this agreement or by facsimile transmission, electronic signature, digital signature, or email.

19.2 Service of any such communication shall be deemed made on the date of actual receipt if personally delivered, or transmitted by facsimile transmission, electronic signature, digital signature, or email. Any such communication sent by regular mail shall be deemed given 48 hours after the same is mailed.


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Communications sent by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed delivered 24 hours after delivery of the same to the Postal Service or courier. If such communication is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

19.3 Any Party or Broker hereto may from time to time, by notice in writing, designate a different address to which, or a different person or additional persons to whom, all communications are thereafter to be made.

20. Duration of Offer.

20.1 If this offer is not accepted by Seller on or before 5:00 P.M. according to the time standard applicable to the city of Placentia, CA on the date of Friday, May 3, 2019, it shall be deemed automatically revoked.

20.2 The acceptance of this offer, or of any subsequent counteroffer hereto, that creates an agreement between the Parties as described in paragraph 1.2, shall be deemed made upon delivery to the other Party or either Broker herein of a duly executed writing unconditionally accepting the last outstanding offer or counteroffer.

21. LIQUIDATED DAMAGES. (This Liquidated Damages paragraph is applicable only if initialed by both Parties).

THE PARTIES AGREE THAT IT WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO FIX, PRIOR TO SIGNING THIS AGREEMENT, THE ACTUAL DAMAGES WHICH WOULD BE SUFFERED BY SELLER IF BUYER FAILS TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT. THEREFORE, IF, AFTER THE SATISFACTION OR WAIVER OF ALL CONTINGENCIES PROVIDED FOR THE BUYER'S BENEFIT, BUYER BREACHES THIS AGREEMENT, SELLER SHALL BE ENTITLED TO LIQUIDATED DAMAGES IN THE AMOUNT OF \$50,000. UPON PAYMENT OF SAID SUM TO SELLER, BUYER SHALL BE RELEASED FROM ANY FURTHER LIABILITY TO SELLER, AND ANY ESCROW CANCELLATION FEES AND TITLE COMPANY CHARGES SHALL BE PAID BY SELLER.

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22. ARBITRATION OF DISPUTES. (This Arbitration of Disputes paragraph is applicable only if Initialed by both Parties.)

22.1 ANY CONTROVERSY AS TO WHETHER SELLER IS ENTITLED TO THE LIQUIDATED DAMAGES AND/OR BUYER IS ENTITLED TO THE RETURN OF DEPOSIT MONEY, SHALL BE DETERMINED BY BINDING ARBITRATION BY, AND UNDER THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("COMMERCIAL RULES"). ARBITRATION HEARINGS SHALL BE HELD IN THE COUNTY WHERE THE PROPERTY IS LOCATED. THE NUMBER OF ARBITRATORS SHALL BE AS PROVIDED IN THE COMMERCIAL RULES AND EACH SUCH ARBITRATOR SHALL BE AN IMPARTIAL REAL ESTATE BROKER WITH AT LEAST 5 YEARS OF FULL TIME EXPERIENCE IN BOTH THE AREA WHERE THE PROPERTY IS LOCATED AND THE TYPE OF REAL ESTATE THAT IS THE SUBJECT OF THIS AGREEMENT. THE ARBITRATOR OR ARBITRATORS SHALL BE APPOINTED UNDER THE COMMERCIAL RULES, AND SHALL HEAR AND DETERMINE SAID CONTROVERSY IN ACCORDANCE WITH APPLICABLE LAW, THE INTENTION OF THE PARTIES AS EXPRESSED IN THIS AGREEMENT AND ANY AMENDMENTS THERETO, AND UPON THE EVIDENCE PRODUCED AT AN ARBITRATION HEARING. PRE-ARBITRATION DISCOVERY SHALL BE PERMITTED IN ACCORDANCE WITH THE COMMERCIAL RULES OR STATE LAW APPLICABLE TO ARBITRATION PROCEEDINGS. THE AWARD SHALL BE EXECUTED BY AT LEAST 2 OF THE 3 ARBITRATORS, BE RENDERED WITHIN 30 DAYS AFTER THE CONCLUSION OF THE HEARING, AND MAY INCLUDE ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY PER PARAGRAPH 16 HEREOF. JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT OF COMPETENT JURISDICTION NOTWITHSTANDING THE FAILURE OF A PARTY DULY NOTIFIED OF THE ARBITRATION HEARING TO APPEAR THEREAT.

22.2 BUYER'S RESORT TO OR PARTICIPATION IN SUCH ARBITRATION PROCEEDINGS SHALL NOT BAR SUIT IN A COURT OF COMPETENT JURISDICTION BY THE BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE UNLESS AND UNTIL THE ARBITRATION RESULTS IN AN AWARD TO THE SELLER OF LIQUIDATED DAMAGES, IN WHICH EVENT SUCH AWARD SHALL ACT AS A BAR AGAINST ANY ACTION BY BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE.

22.3 NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

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23. Miscellaneous.

23.1 **Binding Effect.** This Agreement shall be binding on the Parties without regard to whether or not paragraphs 21 and 22 are Initialed by both of the Parties. Paragraphs 21 and 22 are each Incorporated into this Agreement only if initialed by both Parties at the time that the Agreement is executed.

23.2 **Applicable Law.** This Agreement shall be governed by, and paragraph 22.3 is amended to refer to, the laws of the state in which the Property is located. Any litigation or arbitration between the Parties hereto concerning this Agreement shall be initiated in the county in which the Property is located.

23.3 **Time of Essence.** Time is of the essence of this Agreement.

23.4 **Counterparts.** This Agreement may be executed by Buyer and Seller in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Instrument. Escrow Holder, after verifying that the counterparts are identical except for the signatures, is authorized and instructed to combine the signed signature pages on one of the counterparts, which shall then constitute the Agreement.

23.5 **Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

23.6 **Conflict.** Any conflict between the printed provisions of this Agreement and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions. Seller and Buyer must initial any and all handwritten provisions.

23.7 **1031 Exchange.** Both Seller and Buyer agree to cooperate with each other in the event that either or both wish to participate in a 1031 exchange. Any party initiating an exchange shall bear all costs of such exchange. The cooperating Party shall not have any liability (special or otherwise) for damages to the exchanging Party in the event that the sale is delayed and/or that the sale otherwise fails to qualify as a 1031 exchange.

23.8 **Days.** Unless otherwise specifically indicated to the contrary, the word "days" as used in this Agreement shall mean and refer to calendar days.

24. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

24.1 The Parties and Brokers agree that their relationship(s) shall be governed by the principles set forth in the applicable sections of the California Civil Code, as summarized in paragraph 24.2.

24.2 When entering into a discussion with a real estate agent regarding a real estate transaction, a Buyer or Seller should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Buyer and Seller acknowledge being advised by the Brokers in this transaction, as follows:

(a) **Seller's Agent.** A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or subagent has the following affirmative obligations: (1) *To the Seller:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller. (2) *To the Buyer and the Seller:* a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(b) **Buyer's Agent.** A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations. (1) *To the Buyer:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer. (2) *To the Buyer and the Seller:* a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(c) **Agent Representing Both Seller and Buyer.** A real estate agent, either acting directly or through one or more associate licenses, can legally be the

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agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. (1) In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Seller or the Buyer. b. Other duties to the Seller and the Buyer as stated above in their respective sections (a) or (b) of this paragraph 24.2. (2) In representing both Seller and Buyer, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including Seller's willingness to accept a price less than the listing price or Buyer's willingness to pay a price greater than the price offered. (3) The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. Buyer and Seller should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Buyer has the duty to exercise reasonable care to protect Buyer, including as to those facts about the Property which are known to Buyer or within Buyer's diligent attention and observation. Both Seller and Buyer should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(d) **Further Disclosures.** Throughout this transaction Buyer and Seller may receive more than one disclosure, depending upon the number of agents assisting in the transaction. Buyer and Seller should each read its contents each time it is presented, considering the relationship between them and the real estate agent in this transaction and that disclosure. Buyer and Seller each acknowledge receipt of a disclosure of the possibility of multiple representation by the Broker representing that principal. This disclosure may be part of a listing agreement, buyer representation agreement or separate document. Buyer understands that Broker representing Buyer may also represent other potential buyers, who may consider, make offers on or ultimately acquire the Property. Seller understands that Broker representing Seller may also represent other sellers with competing properties that may be of interest to this Buyer. Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this transaction may be brought against Broker more than one year after the Date of Agreement and that the liability (including court costs and attorneys' fees), of any Broker with respect to any breach of duty, error or omission relating to this Agreement shall not exceed the fee received by such Broker pursuant to this Agreement; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

24.3 **Confidential Information.** Buyer and Seller agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

25. **Construction of Agreement.** In construing this Agreement, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Agreement. Whenever required by the context, the singular shall include the plural and vice versa. This Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

26. **Additional Provisions.**

Additional provisions of this offer, if any, are as follows or are attached hereto by an addendum or addenda consisting of paragraphs 28 through 37. (If there are no additional provisions write "NONE".)

See attached Addendum

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS AGREEMENT OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

- SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS AGREEMENT.
- RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PROPERTY. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PROPERTY, THE INTEGRITY AND CONDITION OF ANY STRUCTURES AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PROPERTY FOR BUYER'S INTENDED USE.

WARNING: IF THE PROPERTY IS LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THIS AGREEMENT MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED.

NOTE:

- THIS FORM IS NOT FOR USE IN CONNECTION WITH THE SALE OF RESIDENTIAL PROPERTY.
- IF EITHER PARTY IS A CORPORATION, IT IS RECOMMENDED THAT THIS AGREEMENT BE SIGNED BY TWO CORPORATE OFFICERS.

The undersigned Buyer offers and agrees to buy the Property on the terms and conditions stated and acknowledges receipt of a copy hereof.

Date: 5/2/19

BROKER

CBRE, Inc.

Attn: Greg Sullivan
Title: First Vice President

Address: 3501 Jamboree Road, Suite 100,
Newport Beach, CA 92660
Phone: (949) 725-8670
Fax: (949) 725-8545
Email: greg.sullivan@cbre.com
Federal ID No.: 95-2743174
Broker/AGENT DRE License #: 00409987

BUYER

City of Placentia

By: [Signature]
Name Printed: Darrena R. Arrula
Title: City Administrator
Phone: (714) 993-8117
Fax: _____
Email: darrula@placentia.org

By: [Signature]
Name Printed: JERANNETTE ORTEGA
Title: ASSISTANT TO THE CITY ADMINISTRATOR
Phone: _____
Fax: _____
Email: jortega@placentia.org

Address: 401 E. Chapman Ave., Placentia, CA
92870
Federal ID No.: _____

27. **Acceptance.**

27.1 Seller accepts the foregoing offer to purchase the Property and hereby agrees to sell the Property to Buyer on the terms and conditions therein specified.

27.2 In consideration of real estate brokerage service rendered by Brokers, Seller agrees to pay Listing Brokers a real estate Brokerage Fee per a separate agreement with Seller. Seller agrees to pay CBRE a real estate commission equal to two percent (2%) of the purchase price. ~~in a commission to~~ ~~% of the Purchase Price to be divided between the Brokerage ac-~~ ~~follows: Seller's Broker % and Buyer's Broker %.~~ This Agreement shall serve as an irrevocable instruction to Escrow Holder to pay such Brokerage Fee to Brokers out of the proceeds accruing to the account of Seller at the Closing.

27.3 Seller acknowledges receipt of a copy hereof and authorizes Brokers to deliver a signed copy to Buyer.

NOTE: A PROPERTY INFORMATION SHEET IS REQUIRED TO BE DELIVERED TO BUYER BY SELLER UNDER THIS AGREEMENT.

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BROKER

Ashwill Associates Commercial Real Estate
Attn: Cameron Jones
Title: Senior Vice President
Address: 2100 W. Orangewood Ave., Suite 110,
Orange, CA 92868
Phone: (714) 456-0500
Fax: (714) 456-9009
Email: cameron@ashwillassociates.com
Federal ID No.: _____
Broker/AGENT DRE License #: 01291393

Date: _____

SELLER

Placentia Industrial Park Properties, LP
Wm. W. Fox, Jr.
By: Wm. W. Fox, Jr. (May 3, 2019)
Name Printed: William W. Fox Jr.
Title: _____
Phone: (858) 412-5501
Fax: _____
Email: billx@mac.com
By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____
Address: 5621 Ladybird Ln., La Jolla, CA
92037
Federal ID No.: _____

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ADDENDUM TO THE STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE

Date: May 1, 2019

By and Between

Buyer: City of Placentia

Seller: Placentia Industrial Park Properties, LP

Property Address: 731 S. Melrose St., Placentia, CA 92870
(street address, city, state, zip)

This Addendum is attached and made part of the above-referenced Agreement (said Agreement and the Addendum are hereinafter collectively referred to as the "Agreement"). In the event of any conflict between the provisions of this Addendum and the printed provisions of the Agreement, this Addendum shall control.

The following terms and conditions are hereby incorporated in and made a part of the AIR Standard Offer, Agreement And Escrow Instructions for Purchase of Real Estate dated May 1, 2019 ("PSA"), on Property known as 731 S. MELROSE, PLACENTIA, California, in which is City of Placentia is referred to as Buyer.

28. Warehouse Pit and Channel Drains. Buyer and Seller have identified that warehouse pit and channel drain system requires repair work. Buyer and Seller agree that the Purchase Price reflects the condition of these systems and at the close of Escrow, Buyer shall accept those systems in their current condition.

29. Additional Disclosure Regarding Prior Tenant. Seller hereby discloses to Buyer that a prior Tenant of the Property had conducted a marijuana growing operation on the Property that, among other things, caused a nearby electrical utility pole to catch fire. The Orange County Register published an account of the incident: <https://www.ocregister.com/2017/10/16/electrical-fire-in-placentia-reveals-illegal-marijuana-growing-operation/>. Seller retains all claims against former tenants of the Property related to non-payment of rent, damage to the Property and other breaches of leases.

30. Property was vandalized on or about December 23, 24 or 25, 2018 resulting in damage to the existing electrical systems, including the main electrical panel and main water supply piping within the property. A police report was filed with the City of Placentia Police Department Case #18-04908 Officer Alcalá #1228. Repairs of the damaged systems have been completed.

31. Representations and Warranties and As Is Purchase:

(a) Survival of Disclaimers and Indemnity. These provisions shall survive Close of Escrow or any termination of this Agreement and shall not be merged with the Grant Deed of any other closing documents.

(b) Buyer's Independent Investigations Regarding Property. Buyer, by its execution of this Agreement, acknowledges that it will make or has the opportunity to make its own independent investigations as deemed necessary or appropriate concerning the ownership, use, condition, development or suitability of the Property, including, without limitation, any desired investigation or analysis of present or future laws, statutes, rules, regulations, ordinances, limitations, restrictions or requirements concerning the use, density, constructions, alternation, location or suitability of the Property, the condition of the Property and the Building, the age, construction, roof, HVAC, mechanical systems, electrical systems, plumbing systems, structural integrity, foundation, and building materials of the Building, the status of the land use approvals for the Property, any income to be derived from the Property, the presence or absence of Hazardous Materials on, within and adjacent to the Property, the location of the Property within any Natural Hazard Areas, the economic value of the Property, the adequacy of access to the Property, water, sewage and utilities servicing the Property, the presence of adequacy of infrastructure near or concerning the Land, any surface oil, subsoil, geologic or groundwater conditions or other physical conditions affecting the Property, the Lease, any possessory interests, and the status of any existing, pending or future entitlements and/or the necessity or existence of any fees, dedications, charges or costs or future regulations relating to the Property or whether any approvals or permits (including, without limitation, building permits or certificate of occupancy) or their equivalent may be required or granted, compliance of the Property of its operation or alterations, with any law, ordinance, rule, regulation or any other matter relating to the Property (collectively "Property Conditions").

(c) As Is Purchase. Except with respect to the limited representations and warranties contained in paragraph 12.1, Buyer is relying solely upon its own inspection, investigation and analyses in entering into this Agreement and is not relying in any way upon any representations, statements, agreements, warranties, studies, reports, descriptions, guidelines or other information or material furnished by Seller or its representatives, whether oral or written, express or implied, of any nature whatsoever regarding any such matters and Buyer will acquire the Property, if at all, "As Is", in its state and condition on the Closing Date, without representation by Seller or its representatives as to any matter. No patent or latent condition affecting the Property in any way, whether or not known or discoverable or hereafter discovered, shall affect Buyer's obligation to purchase the Property or any other obligation contained in this Agreement, nor shall such condition give rise to any right of damages, rescission or otherwise against Seller. In addition except with respect to the limited representations and warranties contained in paragraph 12.1, it is understood and agreed that Seller is not making and has not at any time made any warranties or representations of any kind or character express or implied, with respect to the Property or the Property Conditions including, but not limited to, any warranties or representations as to habitability, merchantability, fitness for a particular purpose or compliance with law. Buyer has not relied and will not rely on, and Seller is not liable for or bound by, and Buyer disclaims any express or implied warranties, guaranties, statements, representations or information pertaining to the Property or relating thereto (including specifically, without limitation, offering packages distributed with respect to the Property) made or furnished by Seller, the managers of the Property, or



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any real estate broker or agent representing or purporting to represent Seller, to whomever made or given, directly or indirectly, orally or in writing, unless specifically set forth in this Agreement.

(d) Assumption of Risk by Buyer. Effective from and after the Close of Escrow, and to the fullest extent allowable by applicable law, Buyer hereby irrevocably and unconditionally assumes the risk of any and all liabilities, claims, losses, damages, expenses (including, without limitation, attorneys' fees and costs) and obligations arising out of or incurred in connection with the Property Conditions, including, without limitation, any items that are triggered by or occur in connection with any Buyer modifications Buyer to the Property (collectively, the "Assumed Risks").

(e) Release by Buyer. Effective from and after the Close of Escrow, and to the fullest extent allowable by applicable law, Buyer hereby irrevocably and unconditionally releases, discharges and forever acquits Seller and all other Seller Parties and every entity affiliated with Seller or any of the other Seller Parties, from all Claims of any nature whatsoever known or unknown, suspected or unsuspected, fixed or contingent, which Buyer has, owns, holds or claims to have, own or hold, or at any time had, owned, held, or claimed to have, own or hold, or that may arise in the future, against Seller or any of the other Seller Parties, which Buyer may suffer or incur arising out of or relating to the Property, including, without limitation, the Property Conditions and the Assumed Risks. Buyer acknowledges and agrees that: (a) Buyer is an experienced and sophisticated owner of real property; (b) Buyer has expressly negotiated the limitations of liability contained in paragraph 30; and (c) the limitations contained in paragraph 30 are reasonable. Buyer acknowledges and agrees that Seller has agreed to enter into this Agreement in consideration for and in reliance upon the foregoing limitations of liability, and that the consideration under this Agreement is based in part on the limitations of liability. The provisions of this Section shall apply to any Claims, irrespective of its cause or origin, and regardless of whether it is based on strict liability or results from the passive or active negligence of Seller and/or any Seller Parties. Buyer agrees that the waivers and releases contained in paragraph 30 extend to all Claims of any nature and kind whatsoever, known or unknown, suspected or not suspected, and Buyer, by its initials set forth below expressly waives any of its rights granted under California Civil Code Section 1542, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

32. Tax Deferred Exchange. At its option, either Party may structure its acquisition or sale of the Property as part of a tax deferred exchange ("Exchange") pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended. If either Party shall elect to undertake an Exchange, the following terms shall apply:

(a) Either Party, at its option, may assign its rights in this Agreement, as well as acquire its interest in the Property, to an exchange accommodator selected by the Parties.

(b) Subject to the terms and conditions set forth in paragraph 30, each Party agrees to reasonably cooperate with the other in connection with the Exchange.

(c) Non exchanging Party shall in no way be obligated to pay any fees, costs or other expenses (including, without limitation, any escrow fees, brokerage commissions, title charges, survey costs, recording costs or documentary transfer taxes) in connection with the Exchange.

(d) The Closing shall not be contingent upon or subject to the consummation of the Exchange.

(e) The non exchanging Party shall have no responsibility or liability on account of the Exchange to the other Party or any third party involved in the Exchange.

(f) The non exchanging Party shall not be required to make any representations or warranties, nor assume any obligations, nor incur any costs, expenses or liabilities in connection with the Exchange.

(g) The obligations, representations, warranties and covenants of the non exchanging party shall pass through the Qualified Exchange Intermediary and shall thereafter vest in the ultimate recipient through the exchange.

33. Buyer Financing/Financials. Buyer represents to Seller that it has the financial ability to deliver the equity required to complete the purchase of the Property.

34. Assignment. Buyer may not assign, transfer or convey its rights or obligations under this Agreement without the prior written consent of Seller, and then only if Buyer's assignee assumes in writing all of Buyer's obligations. Notwithstanding the foregoing, at any time following Buyer's delivery of the entire \$2,715,000.00 Purchase Price to Escrow Holder, Buyer shall have the right (without the condition of Seller's consent) to assign its rights and obligations hereunder to an entity controlled by Buyer, but only upon such assignee's full assumption of the obligations of Buyer pursuant to this Agreement. Buyer shall remain liable and shall not be released from its obligations hereunder by reason of any assignment.

35. Confidentiality. Except as provided herein or as required by law, Buyer or Seller shall not disclose the existence of this Agreement, the Purchase Price or any material economic terms and conditions of this Agreement to any third party unless there is a legitimate need to do so in order to acquire or dispose the Property, without obtaining the prior written consent of the other party. Notwithstanding the foregoing, Buyer shall be entitled to disclose the terms and conditions of this Agreement to its legal counsel and consultants retained in connection with this transaction. Buyer also shall be entitled to disclose such terms and conditions to any potential lenders for the acquisition and development of the Property; provided, however, that Buyer shall direct the person or entity to which such information is disclosed that such information shall be kept strictly confidential. Buyer further agrees that in the event Buyer elects not to purchase the Property, Buyer shall immediately return to Seller all of the Documents and Materials previously delivered by Seller to Buyer, and shall not retain copies thereof.


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36. Conflicts. If there is any conflict between the provisions of this Addendum and the PSA, the provisions of this Addendum shall control. Capitalized terms not specifically defined in this Addendum shall have the meanings given in the PSA.

37. Assignment and Assumption of Warranties. Seller hereby assigns, and buyer assumes, all rights to any existing vendor or contractor warranties and guaranties related to equipment installed in the building or on the property and contracts for repairs to the building or property, expressly including any rights seller may have to bring legal action against such vendors and/or contractors for recovery of attorney fees and costs of suit.

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PROPERTY INFORMATION SHEET (For the sale or leasing of non-residential properties)

PREFACE:

Purpose: This Statement is NOT a warranty as to the actual condition of the Property/Premises. The purpose is, instead, to provide the brokers and the potential buyer/lessee with important information about the Property/Premises which is currently in the actual knowledge of the Owner and which the Owner is required by law to disclose.

Actual Knowledge: For purposes of this Statement the phrase 'actual knowledge' means: the awareness of a fact, or the awareness of sufficient information and circumstances so as to cause one to believe that a certain situation or condition probably exists.

TO WHOM IT MAY CONCERN:

Placentia Industrial Park Properties, LP ("Owner"), owns the Property/Premises commonly known as (street address, city, state, zip) 731 S. Melrose St., Placentia, CA 92870, located in the County of Orange, and generally described as (describe briefly the nature of the Premises or Property) an approximate 11,310 sq. ft. free standing building, situated on an approximate .66 acre parcel (hereinafter "Property"), and certifies that:

1. **Material Physical Defects.** Owner has no actual knowledge of any material physical defects in the Property or any Improvements and structures thereon, including, but not limited to the roof, except (if there are no exceptions write "NONE"): NONE.
2. **Equipment.**
 - A. Owner has no actual knowledge that the heating, ventilating, air conditioning, plumbing, loading doors, electrical and lighting systems, life safety systems, security systems and mechanical equipment existing on the Property as of the date hereof, if any, are not in good operating order and condition, except (if there are no exceptions write "NONE"): NONE.
 - B. Owner has no actual knowledge of any leases, financing agreements, liens or other agreements affecting any equipment which is being included with the Property, except (if there are no exceptions write "NONE"): NONE.
3. **Soil Conditions.** Owner has no actual knowledge that the Property has any slipping, sliding, settling, flooding, ponding or any other grading, drainage or soil problems, except (if there are no exceptions write "NONE"): NONE.
4. **Utilities.** Owner represents and warrants that the Property is served by the following utilities (check the appropriate boxes) public sewer system and the cost of installation thereof has been fully paid, private septic system, electricity, natural gas, domestic water, telephone, and other: _____.
5. **Insurance.** Owner has no actual knowledge of any insurance claims filed regarding the Property during the preceding 3 years, except (if there are no exceptions write "NONE"): Owner has filed an insurance claim(s) for damages caused by previous tenant and vandalism, now repaired at Owner's cost.
6. **Compliance With Laws.** Owner has no actual knowledge of any aspect or condition of the Property which violates applicable laws, rules, regulations, codes, or covenants, conditions or restrictions, or of improvements or alterations made to the Property without a permit where one was required, or of any unfulfilled order or directive of any applicable government agency or of any casualty insurance company that any work of investigation, remediation, repair, maintenance or improvement is to be performed on the Property, except (if there are no exceptions write "NONE"): NONE.
7. **Hazardous Substances and Mold.**
 - A. Owner has no actual knowledge of the Property ever having been used as a waste dump, of the past or present existence of any above or below ground storage tanks on the Property, or of the current existence on the Property of asbestos, transformers containing PCB's or any hazardous, toxic or infectious substance whose nature and/or quantity of existence, use, manufacture or effect, render it subject to Federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare, except (if there are no exceptions write "NONE"): NONE.
 - B. Owner represents and warrants that it is not currently, and never has been engaged in the business of hauling waste, and never stored hazardous substances on the Property, except (if there are no exceptions write "NONE"): NONE.
 - C. Owner has no actual knowledge of the existence on the Property of hazardous levels of any mold or fungi defined as toxic under applicable state or Federal law, except (if there are no exceptions write "NONE"): NONE.
8. **Fire Damage.** Owner has no actual knowledge of any structure on the Property having suffered material fire damage, except (if there are no exceptions write "NONE"): NONE.
9. **Actions, Suits or Proceedings.** Owner has no actual knowledge that any actions, suits or proceedings are pending or threatened before any court, arbitration tribunal, governmental department, commission, board, bureau, agency or instrumentality that would affect the Property or the right or ability of an owner or tenant to convey, occupy or utilize the Property, except (if there are no exceptions write "NONE"): NONE.
Owner has not served any Notices of Default on any of the tenants of the Property which have not been resolved except (if there are no exceptions write "NONE"): NONE.
10. **Governmental Proceedings.** Owner has no actual knowledge of any existing or contemplated condemnation, environmental, zoning, redevelopment agency plan or other land use regulation proceedings which could detrimentally affect the value, use and operation of the Property, except (if there are no exceptions write "NONE"): NONE.
11. **Unrecorded Title Matters.** Owner has no actual knowledge of any encumbrances, covenants, conditions, restrictions, easements, licenses, liens, charges or other matters which affect the title of the Property that are not recorded in the official records of the county recorder where the Property is located, except (if there are no exceptions write "NONE"): NONE.
12. **Leases.** Owner has no actual knowledge of any leases, subleases or other tenancy agreements affecting the Property, except (if there are no exceptions write "NONE"): NONE.
13. **Options.** Owner has no actual knowledge of any options to purchase, rights of first refusal, rights of first offer or other similar agreements affecting the Property, except (if there are no exceptions write "NONE"): NONE.
14. **Short Sale/Foreclosure.** The ability of the Owner to complete a sale of the Property is contingent is not contingent upon obtaining the consent of one or more lenders to conduct a 'short sale', i.e. a sale for less than the amount owing on the Property. (This paragraph only needs to be completed if this Property Information Sheet is being completed in connection with the proposed sale of the Property) One or more of any loans secured by the Property is is not in foreclosure.
15. **Energy Efficiency.** The Property has has not been granted an energy efficiency rating or certification such as one from the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) or Seller/Lessor does not know if the Property has been granted such a rating or certificate. If such a rating or certification has been obtained please describe the rating or certification and provide the name of the organization that granted it: _____.

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16. **Other.** (It will be presumed that there are no additional Items which warrant disclosure unless they are set forth herein): Property was vandalized on or about December 23, 24 or 25, 2018 resulting in damage to the existing electrical and main water supply systems, including the main electrical panel and other electrical distribution systems within the property. A police report was filed with the City of Placentia Police Department Case #18-04908 Officer Alcalá #1228. Additional Disclosure Regarding Prior Tenant. Seller hereby discloses to Buyer that a prior Tenant of the Property had conducted a marijuana growing operation on the Property that, among other things, caused a nearby electrical utility pole to catch fire. The Orange County Register published an account of the incident: <https://www.oregister.com/2017/10/16/electrical-fire-in-placentia-reveals-illegal-marijuana-growing-operation/>. Seller retains all claims against former tenants of the Property related to non-payment of rent, damage to the Property and other breaches of leases.

The statements herein will be relied upon by brokers, buyers, lessees, lenders and others. Therefore, Owner and/or the Owner's Property Manager has reviewed and modified this printed statement as necessary to accurately and completely state all the known material facts concerning the Property. To the extent such modifications are not made, this statement may be relied upon as printed. This statement, however, shall not relieve a buyer or lessee of responsibility for Independent Investigation of the Property. Owner agrees to promptly notify, in writing, all appropriate parties of any material changes which may occur in the statements contained herein from the date this statement is signed until title to the Property is transferred, or the lease is executed.

Date: _____
(fill in date of execution)

OWNER
Placentia Industrial Park Properties, LP
Wm. W. Fox, Jr.
By: Wm. W. Fox, Jr. (May 3, 2019)
Name Printed: William W. Fox Jr.
Title: _____

Buyer/lessee hereby acknowledges receipt of a copy of this Property Information Sheet on 5/2/19. (Fill in date received)

BUYER/LESSEE
City of Placentia
By: Rosanna Ray for
Name Printed: Damien R. Arruda
Title: City Administrator

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SELLER'S MANDATORY DISCLOSURE STATEMENT

(Required by law on transactions involving non-residential properties in California)
DO NOT USE THIS FORM WITH REGARD TO THE SALE OF RESIDENTIAL PROPERTIES

This disclosure statement is intended to be a part of the STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE (See paragraph 9.1(a) of said document) or _____ (the "Purchase Agreement") dated _____, regarding that certain real property commonly known as (street address, city, state, zip): 731 S. Melrose St., Placentia, CA 92870 (the "Property") wherein Placentia Industrial Park Properties, LP is the Seller and City of Placentia is the Buyer. Note: This disclosure statement is not designed nor intended to be used in place of the standard Property Information Sheet published BY AIR CRE ("AIR"). Both documents should be used in every transaction involving a sale.

In order to comply with State law concerning disclosures to a potential purchaser, Seller elects to:

- A. Utilize a report prepared by a professional consultant which has been approved by the AIR, i.e., First American Natural Hazard Disclosures, (800) 527-0027, or JCP Property Disclosure Reports, (800) 748-5233. A copy of their report is attached hereto. (Complete paragraph 8, 9, 10, 12 and 13 and sign this statement in the place provided.)
- B. Utilize a report prepared by _____, with phone number: _____. A copy of their report is attached hereto. (Complete paragraphs 8, 9, 10, 12, and 13, sign this Statement in the place provided, and attach a copy of The Commercial Property Owner's Guide to Earthquake Safety.)
- C. Complete this Disclosure Statement without the assistance of a professional consultant. (Complete paragraphs 1 through 13 and sign this Statement in the place provided. Remember to attach a copy of The Commercial Property Owner's Guide to Earthquake Safety.)

1. EARTHQUAKE FAULT ZONES. If the Property is located within a delineated Earthquake Fault Zone (a zone that encompasses a potentially or recently active trace of an earthquake fault that is deemed by the State Geologist to constitute a potential hazard to structures from surface faulting or fault creep), California Public Resources Code §2621 et seq. mandates that prospective purchasers be advised that the Property is located within such a Zone, and that its development may require a geologic report from a state registered geologist. In accordance with such law, Buyer is hereby informed that the Property is or is not within a delineated Earthquake Fault Zone.
2. SEISMIC HAZARD ZONES. If the Property is located within a Seismic Hazard Zone as delineated on a map prepared by the California Division of Mines and Geology, California Public Resources Code §2690 et seq. mandates that prospective purchasers be advised that the Property is located within such a Zone. In accordance with such law, Buyer is hereby informed that the Property is or is not within a Seismic Hazard Zone.
3. EARTHQUAKE SAFETY. If (1) the improvements on the Property were constructed prior to 1975, and (2) said improvements include structures with (i) pre-cast (e.g., tilt-up) concrete or reinforced masonry walls together with wood frame floors or roofs or (ii) unreinforced masonry walls, Buyer must be provided with a copy of The Commercial Property Owner's Guide to Earthquake Safety (the "Booklet") published by the California Seismic Safety Commission. Buyer is hereby informed that the Property:
 - (a) meets the foregoing requirements, and a copy of the Booklet and a completed "Commercial Property Earthquake Weakness Disclosure Report" is attached hereto. Within five business days of Buyer's receipt of said Disclosure Report, Buyer shall deliver a duly countersigned copy of the same to Escrow Holder, with a copy to Seller and Seller's Broker. Escrow Holder is hereby instructed that the Escrow shall not close unless and until Escrow Holder has received the Disclosure Report duly signed by both Seller and Buyer.
 - (b) does not meet the foregoing requirements requiring the delivery of the Booklet.
4. FIRE PROTECTION. If the Property is located within a designated State Responsibility Area as delineated on a map prepared by the California Department of Forestry, California Public Resources Code §4136 mandates that prospective purchasers be advised that the Property is located within a wildland area which may contain substantial forest fire risks and hazards, that the State may not be responsible to provide fire protection services, and that the Property may be subject to the requirements of Public Resources Code §4291 which requires the periodic removal of brush, the maintenance of firebreaks, and other similar activities. In accordance with such law, Buyer is hereby informed that the Property is or is not within a designated State Responsibility Area.
5. FIRE HAZARD. If the Property is located within an area designated as a Very High Fire Hazard Severity Zone pursuant to Government Code §51178 et seq, §51183.5 mandates that prospective purchasers be advised that the Property is located within such a zone and that the Property may be subject to various maintenance, design and/or construction requirements and/or restrictions. In accordance with such law, Buyer is hereby informed that the Property is or is not within a designated Very High Fire Hazard Severity Zone.
6. AREA OF POTENTIAL FLOODING. If the Property is located within an area of potential flooding in the event of the failure of a dam as shown on an inundation map designated pursuant to Government Code §8589.5, §8589.4 mandates that prospective purchasers be advised that the Property is located within such an area. In accordance with such law, Buyer is hereby informed that the Property is or is not within a designated area of potential flooding.
7. FLOOD HAZARD AREAS. If the Property is located within a designated Federal Flood Hazard Area as delineated on a map prepared by the Federal Emergency Management Agency, Federal law, i.e. 42 U.S.C. §4104a, mandates that prospective purchasers be advised that the Property is located within an area having special flood hazards and that flood insurance may be required as a condition to obtaining financing. In accordance with such law, Buyer is hereby informed that the Property is or is not within a designated Federal Flood Hazard Area.
8. FLOOD DISASTER INSURANCE. If the Seller or Seller's predecessor-in-interest has previously received Federal flood disaster assistance and said assistance was conditioned upon obtaining and maintaining flood insurance on the Property, Federal law, i.e. 42 U.S.C. §5154a, mandates that prospective purchasers be advised that they will be required to maintain such insurance on the Property and that if said insurance is not maintained and the Property is thereafter damaged by a flood disaster, the purchaser may be required to reimburse the Federal Government for the disaster relief provided. Buyer is hereby informed that to the best of the Seller's knowledge Federal flood disaster assistance has or has not been previously received with regard to the Property. Note: if such disaster assistance has been received, the law specifies that the required notice be "contained in documents evidencing the transfer of ownership".
9. WATER HEATER BRACING. If the Property contains one or more water heaters, Seller is required by California Health and Safety Code §19211 to certify to the Buyer that all such water heaters have been braced, strapped and/or anchored in accordance with law. Buyer is hereby advised that the required bracing, strapping and/or anchors: have been installed have not been installed, or Seller does not know whether they have been installed.
10. PRESENCE OF MOLD. If the seller or transferor of property knows of the presence of mold that affects the property and the mold either exceeds permissible exposure limits or poses a health threat then Health and Safety Code §26140, et seq. mandates that prospective purchasers be advised in writing of such mold. In accordance with such law, Buyer is hereby informed that the undersigned does or does not know of the presence of such mold affecting the Property.
11. TITLE INSURANCE. In the event that the Purchase Agreement does not at present provide that title insurance will be obtained, Buyer is strongly urged to consider purchasing such insurance, and, in accordance with California Civil Code §1057.6, is advised as follows:

IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW

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SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING.

12. HAZARDOUS SUBSTANCES. Seller is required by California Health and Safety Code §25359.7 to notify potential buyers of the presence of any hazardous substance that Seller knows, or has reasonable cause to believe, is located on or beneath the Property. In accordance with such law, Buyer is hereby notified that:

Seller neither knows nor has reasonable cause to believe that any hazardous substance is on or beneath the Property, or Seller knows or has reasonable cause to believe that the following hazardous substances are on or beneath the Property: _____.

13. OTHER. Property was vandalized on or about December 23, 24 or 25, 2018 resulting in damage to the existing electrical and main water supply systems, including the main electrical panel and other electrical distribution systems within the property. A police report was filed with the City of Placentia Police Department Case #18-04908 Officer Alcalá #1228. Additional Disclosure Regarding Prior Tenant. Seller hereby discloses to Buyer that a prior Tenant of the Property had conducted a marijuana growing operation on the Property that, among other things, caused a nearby electrical utility pole to catch fire. The Orange County Register published an account of the incident: <https://www.ocregister.com/2017/10/16/electrical-fire-in-placentia-reveals-illegal-marijuana-growing-operation/>. Seller retains all claims against former tenants of the Property related to non-payment of rent, damage to the Property and other breaches of leases.

PLEASE NOTE:

While the information contained in or attached to this Disclosure Statement is believed to be accurate as of the date that it was prepared, the applicable laws and the areas covered by the various natural hazard zones, etc. can change from time to time. Prior to the close of escrow, Buyer may wish to again check the status of the Property. Also, the city and/or county in which the Property is located may have established natural hazard zones in addition to those listed above. Buyer is advised to check with the appropriate local agency or agencies.

The descriptions contained within the above disclosure paragraphs are not intended to be full and complete dissertations of all of the possible ramifications to the Buyer and/or the Property. In the event that this document indicates that the Property is affected by one or more of the disclosures, Buyer is advised to:

1. Review the applicable laws in their entirety.
2. Seek advice of counsel as to the legal consequences of the items disclosed.
3. Retain appropriate consultants to review and investigate the impact of said disclosures.

Likewise no representation or recommendation is made BY AIR CRE or by any broker as to the legal sufficiency, legal effect, or consequences of this document or the Purchase Agreement to which it relates.

Date: _____

SELLER

Placentia/Indevria Park Properties, LP

Wm. W. Fox, Jr.
Wm. W. Fox, Jr. (May 3, 2019)

By: _____

Name Printed: William W. FOX Jr.

Title: _____

Receipt of the above Seller's Mandatory Disclosure Statement is hereby acknowledged:

Date: 5/2/2019

BUYER

City of Placentia

By: _____

Name Printed: _____

Title: _____

AIR CRE, 500 North Brand Blvd, Suite 900, Glendale, CA 91203, Tel 213-687-8777, Email contracts@aircre.com

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SMD-6.01, Revised 01-01-2019

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Last Edited: 5/2/2019 12:39 PM

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP
(As required by the Civil Code)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salesperson and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role. The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation. Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).

Buyer Seller Lessor Lessee

Date:

Buyer Seller Lessor Lessee

Date: 5-2-19

Signature of Damien R. Appala, City Administrator

Agent: CBRE, Inc. DRE Lic. #: 00409987
Real Estate Broker (Firm)

By: Greg Sullivan DRE Lic. #: 00920305 Date:
(Salesperson or Broker-Associate)

THIS FORM HAS BEEN PREPARED BY AIR CRE. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF THIS FORM FOR ANY SPECIFIC TRANSACTION. PLEASE SEEK LEGAL COUNSEL AS TO THE APPROPRIATENESS OF THIS FORM.

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**DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP
CIVIL CODE SECTIONS 2079.13 THROUGH 2079.24 (2079.16 APPEARS ON THE FRONT)**

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. (b) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. (c) "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. (d) "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. (f) "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. (l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (m) "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. (n) "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: (a) The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.

(C) CONFIRMATION: The following agency relationships are confirmed for this transaction.

Seller's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number _____

Is the broker of (check one): the seller; or both the buyer and seller. (dual agent)

Seller's Agent DO NOT COMPLETE, SAMPLE ONLY License Number _____

Is (check one): the Seller's Agent. (salesperson or broker associate); or both the Buyer's Agent and the Seller's Agent. (dual agent)

Buyer's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number _____

Is the broker of (check one): the buyer; or both the buyer and seller. (dual agent)

Buyer's Agent DO NOT COMPLETE, SAMPLE ONLY License Number _____

Is (check one): the Buyer's Agent. (salesperson or broker associate); or both the Buyer's Agent and the Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289, 2017-18 California Legislative session)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. (b) A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. (c) "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. (d) This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 (a) A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship. (b) A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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PSA 731 S. Melrose St. Placentia (City of Placentia) Buyer Signed 5.2.19

Final Audit Report

2019-05-03

Created:	2019-05-03
By:	Cameron Jones (cameron@ashwillassociates.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvkmvVL1hMjzMuwfnL9YtlmPJacWK903T

"PSA 731 S. Melrose St. Placentia (City of Placentia) Buyer Signed 5.2.19" History

-  Document created by Cameron Jones (cameron@ashwillassociates.com)
2019-05-03 - 5:34:31 PM GMT- IP address: 66.192.150.34
-  Document emailed to Wm. W. Fox, Jr. (billx@mac.com) for signature
2019-05-03 - 5:43:14 PM GMT
-  Document viewed by Wm. W. Fox, Jr. (billx@mac.com)
2019-05-03 - 5:43:49 PM GMT- IP address: 76.172.68.62
-  Document e-signed by Wm. W. Fox, Jr. (billx@mac.com)
Signature Date: 2019-05-03 - 5:47:44 PM GMT - Time Source: server- IP address: 76.172.68.62
-  Signed document emailed to jfoxcoral@gmail.com, Cameron Jones (cameron@ashwillassociates.com) and Wm. W. Fox, Jr. (billx@mac.com)
2019-05-03 - 5:47:44 PM GMT



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: DIRECTOR OF FINANCE
DATE: MAY 21, 2019
SUBJECT: **PRESENTATION OF THE PROPOSED FISCAL YEAR 2019-20 GENERAL FUND OPERATING BUDGET**

FISCAL
IMPACT: EXPENDITURES: \$36,715,700 in Appropriations (Excluding Contingency Reserves)
REVENUE: \$38,245,000 in Operating Resources (Including Beg. Fund Balance)

SUMMARY:

In compliance with City Charter Section 1203, the Proposed General Fund Operating Budget for Fiscal Year 2019-20 ("Budget") is being presented for consideration. A summary of the proposed budget is included in the attached PowerPoint presentation. The complete Budget, including all funds and specific detail for each department, will be presented at the June 4, 2019 City Council meeting. The public hearing and budget adoption are scheduled for June 18, 2019.

RECOMMENDATION:

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

1. Review and discuss the Proposed Fiscal Year ("FY") 2019-20 General Fund Operating Budget and provide input and direction for final budget adoption; and
2. Set the public hearing for budget adoption on June 18, 2019 at 7 p.m.

DISCUSSION:

The proposed Budget shows the General Fund has a beginning fund balance of \$389,300, estimated revenue of \$34,397,000, and transfers-in of \$3,458,700 for a grand total of \$38,245,000 in operating resources. Proposed expenditures of \$36,047,000, transfers-out of \$212,300 and capital expenditures of \$456,400 equal a total appropriations budget of \$36,715,700. An additional \$1,200,000 will be added to the General Fund Contingency Reserve due to the passage of Measure U and the implementation of the Reserve Policy dedicating 20% of those revenues to the reserve. An additional \$200,000 estimated revenue from the 4th quarter 2018-19 collection of the transactions and use tax is set-aside for the employee retention reserve established with the adoption of the reserve policy. The projected net change in fund balance from operations is a reduction of (\$60,000).

3. b.
May 21, 2019

The FY 2019-20 Budget was prepared with the following goals:

1. Recognize new funding from the passage of Measure U and appropriate according to the Reserve Policy.
2. Evaluate restoring positions and services that were cut to balance the 2018-19 FY Budget.
3. Provide funding for employee wage adjustments to reduce turnover and address employee retention goals.
4. Limit increases to supplies & services unless required by contract.
5. Start building reserves, in compliance with the City's Reserve Policy.
6. Use ongoing revenue to fund ongoing expenditures to support the City's goal of fiscal sustainability.
7. Limit use of beginning fund balance for one-time expenditures only.

This is the first full budget year that includes Transactions and Use Tax (TUT) revenues approved in Measure U. A separate fund is created for Measure U proceeds and appropriations. Per the Reserve Policy, funds are allocated according to the table below.

RESERVE ACCOUNT	New Ongoing Revenues		New One-time Revenues	
	Before GF Reserve Target Met	After GF Reserve Target Met	Before GF Reserve Target Met	After GF Reserve Target Met
Infrastructure, Vehicles, and Equipment Reserve	50%	60%	40%	80%
Post-Employment Benefits Sustainability Reserve	10%	10%	10%	20%
Employee Recruitment and Retention Reserve (including additional Staff)	20%	30%	0%	0%
General Fund Unassigned Fund Balance	20%	0%	50%	0%

The TUT revenue estimate for Fiscal Year 2018-19 was \$1 million. Of this amount, \$500,000 was appropriated for an infrastructure project and the rest remained in the Measure U Fund. The Fiscal Year 2019-20 Proposed Budget includes the transfer of \$200,000 for employee retention and \$200,000 for the General Fund Contingency Reserve from Measure U to the General Fund, as shown below. The amount set aside for the OPEB sustainability reserve will remain in the fund until a funding strategy is established. The Capital Improvement Program (CIP) projects will be direct-charged to the Measure U Fund.

Fiscal Year 2018-2019 Mid-Year Budget

REVENUE ESTIMATE - \$1,000,000	Policy	Allocation	Appropriation in FY 18-19	Appropriation in FY 19-20
Infrastructure, Vehicles, and Equipment Reserve - ADA Ramp Project	50%	\$500,000	\$500,000	\$0
Post-Employment Benefits Sustainability Reserve *	10%	\$100,000	\$0	\$0
Employee Recruitment and Retention Reserve (including additional Staff)	20%	\$200,000	\$0	\$200,000
General Fund Contingency Reserve Balance	20%	\$200,000	\$0	\$200,000

The estimated TUT revenue for 2019-20 is \$5,000,000 and the proposed distribution is shown below, in conformance with the Reserve Policy. The General Fund Contingency Reserve will have a balance of \$1.2 million or 3.3% of General Fund expenditures. The proposed Budget also includes a transfer of \$1 million from Measure U to the General Fund for employee recruitment and retention that was included in the proposed appropriation for salaries and benefits, including new positions. The amount assigned to the OPEB sustainability reserve will remain in the fund until a funding strategy is established. The CIP projects will be direct-charged to the Measure U Fund.

Fiscal Year 2019-2020 Proposed Budget

REVENUE ESTIMATE - \$5,000,000	Policy	Allocation	Proposed Appropriation in FY 19-20
Infrastructure, Vehicles, and Equipment Reserve – Proposed CIP Budget	50%	\$2,500,000	\$2,500,000
Post-Employment Benefits Sustainability Reserve *	10%	\$500,000	\$0
Employee Recruitment and Retention Reserve (including additional Staff)	20%	\$1,000,000	\$1,000,000
General Fund Contingency Reserve Balance	20%	\$1,000,000	\$1,000,000

Budget Notes

Revenue:

- Property Tax is estimated to increase by \$447,000 or 3%.
- Sales Tax is estimated to increase for the first time since 2015-16 but it is difficult to analyze due to the late reporting caused by the State's implementation of their software reporting system. The increase showing in the budget is 4.7%; however, Staff believes the increase is closer to 2.3% after adjustments for late payments.
- Utility User's Tax is being reported as a General Fund revenue rather than a transfer-in. This revenue source continues to decline.
- Intergovernmental Revenue includes reimbursement for two School Resource Officers
- As noted during the mid-year 2018-19 Budget review, many of the estimated revenue increases due to adoption of the new fee schedule last year were not realized. The estimates in this budget are based on the current year experience.
- Transfers-in includes \$2.4 million from Measure U, as detailed below.
 - Employee retention funds not appropriated in 2018-19 - \$200,000
 - General Fund Contingency Reserve funds not appropriated in 2018-19 - \$200,000
 - Employee retention funds estimated to be received in 2019-20 - \$1,000,000
 - General Fund Contingency Reserve Funds estimated to be received in 2019/20 - \$1,000,000

Expenditures:

- Some positions that were eliminated in previous year or filled with a professional service contract are proposed to be added to the Budget.
 - The Public Works Inspector added at mid-year is included for the full year. This position is partially funded by encroachment permit revenue.
 - Transportation Manager – the Traffic Engineer position was eliminated last year and those services are currently performed by a contract traffic engineer; however, a full-time position is recommended.
 - Community Services Officer (Records) – this position is proposed to improve customer service and reduce Dispatcher workload.
 - Management Analyst (Dispatch Communications Manager) – this position is recommended per the recommendation in the Police organizational study.
 - Police Officer – one Police Officer was added during the year last year due to the assignment of a second School Resource Officer. This position is fully funded this year.
 - Three Police Officers and one Community Services Coordinator continue to be funded with grants.
 - A part-time Civilian Investigator is added to the Police Department to address the backlog of cases.
 - A part-time Planning Intern is added to Development Services.
 - A part-time Code Enforcement Officer is added to Development Services.
 - Part-time hours are added back to Community Services to restore services at Gomez Pool, Koch Park, the Teen Center and to meet service demands at Cathy Torres Community Center. The funding is also increased to reflect the increase in the minimum wage.

- Some positions were reclassified to address service demands or increased workload.
 - Code Enforcement Officer to Senior Code Enforcement Officer (Development Services)
 - Planning Technician to Assistant Planner (Development Services)
 - Office Assistant to Administrative Assistant (Development Services)
 - Police Services Officer to Police Services Supervisor (Police)
 - Administrative Assistant to Senior Administrative Assistant (Police)
 - Office Assistant to Accounting Clerk (Finance)
 - The Management Analyst in Information Technology is being consolidated with the GIS Technician which reflects a savings to the General Fund
- Staff is also proposing to authorize “over-hires” in the Police Department to mitigate the long-lead time required to train new Staff. These positions will be added to the Position Allocation Plan but are not funded. This is a pilot project and it is anticipated that there will be enough funding in salary savings to fund usage of these positions.
 - 3 Police Officers
 - 2 Dispatchers
 - 4 Cadets
- Some professional service budgets were restored or increased to reflect current needs.
 - An increase in contracted IT services is recommended to address public safety needs
 - Funding for consulting services was added to Finance to develop a plan for addressing OPEB liabilities
 - Public Works Professional services were increased for various uses including
 - Increased workload due to the new infrastructure funding and development
 - Old Town Community Facility District development
 - Storm water pump station maintenance
 - Park maintenance landscaping services
 - Champion Sports Park lighting repairs
 - Pool and fountain maintenance
 - Old Town holiday decorations
- Some funding for capital projects is included in the General Fund
 - Lease payment for Motorola and Mark 43 systems
 - Final payment for OpenGov
 - Financial System upgrade
 - Transportation projects that were completed in conjunction with the City of Yorba Linda

	2016-17 Actuals	2017-18 Actuals	2018-19 Amended	2019-20 Proposed	% Change from 18-19
REVENUE					
Property Taxes	13,971,691	14,551,078	15,262,000	15,709,000	2.93%
Sales & Use Taxes	7,019,906	6,948,279	6,548,000	6,854,000	4.67%
Other Taxes	4,540,969	4,454,166	4,521,000	7,054,000	56.03%
Permits	609,040	746,072	935,700	872,000	-6.81%
Fines & Forfeitures	587,005	562,390	406,000	569,000	40.15%
Intergovernmental	297,831	252,963	384,000	253,000	-34.11%
Charges for Services	979,823	1,293,307	1,179,000	926,000	-21.46%
Miscellaneous Revenue	2,946,003	1,815,761	2,799,900	2,160,000	-22.85%
Sub-total	30,952,267	30,624,015	32,035,600	34,397,000	7.37%
Operating Transfers-In	4,906,541	3,576,784	3,305,027	3,458,700	4.65%
TOTAL REVENUES	35,858,808	34,200,799	35,340,627	37,855,700	7.12%
EXPENDITURES					
Legislative	1,336,177	1,319,340	1,116,273	1,339,900	20.03%
Administration	1,596,843	1,762,795	1,825,846	1,937,600	6.12%
Finance	1,118,160	1,040,685	1,083,262	1,091,200	0.73%
Development Services	903,463	823,895	978,561	1,093,700	11.77%
Public Safety - Police	12,306,924	12,097,456	11,153,422	13,290,900	19.16%
Public Safety - Fire	5,847,838	6,086,613	6,424,086	6,790,100	5.70%
Public Safety - Animal Control	301,921	370,565	360,970	352,000	-2.48%
Public Works	3,486,580	3,273,511	3,491,409	3,846,200	10.16%
Community Services	1,258,659	1,398,588	1,381,582	1,612,500	16.71%
General Government	6,306,825	3,818,859	4,285,045	4,004,200	-6.55%
Debt Service	1,622,588	1,747,530	1,443,693	488,700	-66.15%
Sub-total	36,085,978	33,739,836	33,544,149	35,847,000	6.87%
Capital Improvement Programs	-	-	915,696	456,400	-50.16%
Operating Transfers-Out	480,098	3,929,248	234,875	212,300	-9.61%
TOTAL EXPENDITURES	36,566,076	37,669,084	34,694,720	36,515,700	5.25%
Net Change in Unassigned Fund Balance	(707,268)	(3,468,285)	645,907	(60,000)	
Employee Retention Reserves	-	-	-	200,000	
Contingency Reserves	-	-	-	1,200,000	

Staff will be presenting the full Budget with department line item details as well as all other fund budgets at the June 4, 2019 City Council Meeting.

Reviewed and approved:



Kim Krause
Director of Finance

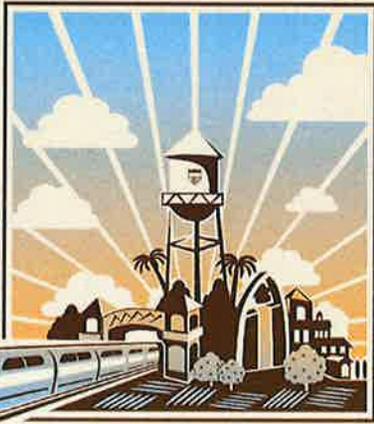
Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Power Point Presentation



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Rich Heritage, Bright Future

Proposed Citywide Budget Fiscal Year 2019-20 May 21, 2019





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Budget Goals

1. Recognize new funding from the passage of Measure U and appropriate according to the Reserve Policy.
2. Evaluate restoring positions and services that were cut to balance to 2018/19 Adopted Budget.
3. Provide funding for employee wage adjustments to reduce turnover and address employee retention goals.
4. Limit increases to supplies & services unless required by contract.
5. Start building reserves, in compliance with the City's reserve policy.
6. Use ongoing revenue to fund ongoing expenditures to support the City's goal of fiscal sustainability.
7. Limit use of beginning fund balance for one-time expenditures only.





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Budget Approach: Measure U

<u>RESERVE POLICY</u>	New Ongoing Revenues		New One-time Revenues	
	Before GF Reserve Target Met	After GF Reserve Target Met	Before GF Reserve Target Met	After GF Reserve Target Met
Infrastructure, Vehicles, and Equipment Reserve	50%	60%	40%	80%
Post-Employment Benefits Sustainability Reserve	10%	10%	10%	20%
Employee Recruitment and Retention Reserve (including additional staff)	20%	30%	0%	0%
General Fund Unassigned Fund Balance	20%	0%	50%	0%

Per the Reserve Policy \$1.2 million including 2018/19 and 2019/20 Measure U Funds will be set-aside in the General Fund Contingency Reserve.

\$200,000 of 2018/19 Measure U Funds will be set in Reserve for the purpose of Employee Retention.





Budget Approach: Measure U

Fiscal Year 2019-2020 Proposed Budget

	Policy	Estimate: \$1,000,000 Allocation 2018/19	Estimate: \$5,000,000 Allocation 2019/20
Infrastructure, Vehicles, and Equipment Reserve – Proposed CIP Budget	50%	\$500,000	\$2,500,000
Post-Employment Benefits Sustainability Reserve *	10%	\$100,000	\$500,000
Employee Recruitment and Retention Reserve (including additional staff)	20%	\$200,000	\$1,000,000
General Fund Contingency Reserve Balance	20%	\$200,000	\$1,000,000





Measure U Citizens' Oversight Committee

- **Proposed allocation of Measure U funds reviewed by Citizens' Oversight Committee on May 13, 2019**
- **Committee agrees that the proposed budget is in conformance with the Measure U Ordinance and Reserve Policy**



FY 2019/20 REVENUES





FY 2019/20 Revenue Assumptions

- **Property Tax is estimated with an increase of approximately 3% from 2018/19 Revised**
- **Sales Tax shows modest growth over Revised 2018/19**
 - Estimated growth is 2.3%; however, the amount of growth is difficult to determine due to delayed tax payments as a result of the State's new reporting software.
- **Utility Users Tax is reported as a General Fund revenue rather than a Transfer In**
 - Continues to decline
- **Intergovernmental Revenue includes reimbursement for two School Resource Officers**





FY 2019/20 Revenue Assumptions

- **Anticipated fee increases have not been realized – estimates are based on current year experience**
- **Transfers-in includes \$2.4 million from Measure U**
 - **2018/19 and 2019/20 General Fund Contingency Reserve - \$1.2 million**
 - **2018/19 and 2019/20 Employee Retention - \$1.2 million**
- **Excluding Measure U, revenues are anticipated to increase by \$115,000 (0.33%)**



FY 2019/20 EXPENDITURES





Budget Notes

- Recommend adding some positions, including some that were cut in 2018/19:
 - Community Services Officer (Records)
 - Management Analyst (Dispatch Communications Manager)
 - Part-time Civilian Investigator
 - Transportation Manager (previously Traffic Engineer position)
 - Additional part-time Code Enforcement Officer
 - Part-time Planning Intern
 - Additional part-time hours for Community Services Department in conjunction with restored services
 - Gomez Pool
 - Koch Park
 - Cathy Torres Community Center afterschool program
 - Teen Center





Budget Notes

- Reclassified some positions to meet service demands and/or address workloads:
 - Code Enforcement Officer to Senior Code Enforcement Officer (DS)
 - Planning Technician to Assistant Planner (DS)
 - Office Assistant to Administrative Assistant (DS)
 - Police Services Officer to Police Services Supervisor (PD)
 - Administrative Assistant to Senior Administrative Assistant (PD)
 - Office Assistant to Accounting Clerk (Finance)
 - Consolidate IT Management Analyst with GIS Technician (Admin)





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Budget Notes

- Allow for over-hire of 3 Police Officers, 2 Dispatchers, and 4 Cadets
 - Reduce the amount of time positions are vacant
 - Reduce turnover by decreasing forced overtime
 - Positions will be added to Position Allocation Plan but not budgeted (will be obtained through salary savings)
- 3 Police Officers and 1 Community Services Coordinator continue to be funded by grants





Budget Notes

- Some Professional Service budgets are increased to reflect current needs or fund current contracts
 - IT services to address public safety needs
 - Financial consulting services to develop and recommend options for addressing OPEB liabilities
 - Public Works Professional Services
 - Various consultants to address increased workload due to new infrastructure funding and development
 - Establishment of an Old Town Community Facilities District
 - Storm water pump station maintenance
 - Park maintenance landscaping services
 - Champion Sports Park lighting repairs
 - Pool and fountain maintenance
 - Old Town holiday decorations





Legislative Department

LEGISLATIVE	17/18 Actuals	18/19 Amended	19/20 Proposed	% Change
City Council	\$203,094	\$305,132	\$306,500	0.45%
City Clerk	70,945	59,222	21,900	-63.02%
City Treasurer	54,006	45,319	56,500	24.67%
Legal Services	991,296	706,600	955,000	35.15%
Total Legislative	\$1,319,340	\$1,116,273	\$1,339,900	20.03%

Budget Notes:

- Increase in City Treasurer is due to bank analysis and credit card processing fees
- Increase in Legal reflects potential litigation





Administration Department

ADMINISTRATION	17/18 Actuals	18/19 Amended	19/20 Proposed	% Change
City Administrator	\$485,985	\$518,603	\$570,200	9.95%
Human Resources	561,379	539,853	535,500	-0.81%
Records	181,513	137,008	145,500	6.20%
Disaster Preparedness	12,250	14,807	-	-100.00%
Information Technology	521,734	587,675	686,400	16.80%
Cable & WEB Services	0	27,900	0	-100.00%
Total Administration	\$1,762,861	\$1,825,846	\$1,937,600	6.12%

Budget Notes:

- Disaster Preparedness is moved to the Police Department
- Information Technology includes additional contract services to meet public safety needs; the 18/19 Amended Budget was reduced due to a vacancy





Finance Department

FINANCE	17/18 Actuals	18/19 Amended	19/20 Proposed	% Change
Finance Administration	\$1,040,685	\$1,083,262	\$1,091,200	0.73%
Total Finance	\$1,040,685	\$1,083,262	\$1,091,200	0.73%

Budget Notes:

- Reclassified the Office Assistant to Accounting Clerk
- Includes consultant services to evaluate and recommend funding options to address OPEB liabilities





Development Services Department

DEVELOPMENT SERVICES	17/18 Actuals	18/19 Amended	19/20 Proposed	% Change
Planning	\$426,411	\$457,856	\$506,300	10.58%
Building & Safety	248,396	241,244	244,300	1.27%
Code Enforcement	-	131,831	149,700	13.55%
Economic Development	149,088	147,630	193,400	31.00%
Total Development Services	\$823,895	\$978,561	\$1,093,700	11.77%

Budget Notes:

- Added a PT Administrative Aide intern to the Planning Department
- Added an additional PT Code Enforcement Officer
- Reclassified Code Enforcement Officer to Sr. Code Enforcement Officer
- Reclassified the Office Assistant to Administrative Assistant
- Reclassified Planning Technician to Assistant Planner
- The 18/19 Amended budget for Economic Development reflects salary savings due to a vacancy





Public Safety: Police Department

Budget Notes:

- Moved one Lieutenant position from Field Services to Administration
- Moved Emergency Services Coordinator from Admin. to Disaster Prep.
- Reduced overtime
- Added one PT Civilian Investigator in Invest.
- Added one CSO (Records) & one Dispatch Manager to Support Services
- Reclassed one PSO to PSS
- Reclassed Admin. Asst. to Sr. Admin. Asst.
- Moved one Traffic Officer to a grant fund

PUBLIC SAFETY: POLICE	17/18 Actuals	18/19 Amended	19/20 Proposed	% Change
Police Administration	\$1,548,316	\$1,491,560	\$1,849,400	23.99%
Field Services	6,338,099	4,922,253	6,190,200	25.76%
Investigations	1,200,661	1,845,487	2,076,100	12.50%
Support Services	1,802,050	1,783,178	2,067,600	15.95%
Code Enforcement	148,472	-	-	0.00%
Traffic	1,059,856	1,110,944	1,003,400	-9.68%
Disaster Preparedness	-	-	104,200	0.00%
Total Police	\$12,097,455	\$11,153,422	\$13,290,900	19.16%

- Added 3 Police Officers, 2 Dispatcher, 4 Cadet over-hires, unbudgeted (obtained through salary savings)
- Added funds to replace half of the service weapons





Public Safety: Fire & EMS

PUBLIC SAFETY: FIRE & EMS	17/18 Actuals	18/19 Amended	19/20 Proposed	% Change
Fire & EMS	\$6,086,613	\$6,424,086	\$6,790,100	5.70%
Total Fire & EMS	\$6,086,613	\$6,424,086	\$6,790,100	5.70%

Budget Notes:

- 5.7% increase to annual contract with Orange County Fire Authority





Public Safety: Animal Control

PUBLIC SAFETY: ANIMAL CONTROL	17/18 Actuals	18/19 Amended	19/20 Proposed	% Change
Animal Control	\$370,565	\$360,970	\$352,000	-2.48%
Total Animal Control	\$370,565	\$360,970	\$352,000	-2.48%

Budget Notes:

- OC Animal Care Services contract decreased





Public Works Department

Budget Notes:

- Moved City Engineer and PT Engineering Aide from PW Admin. to Engineering
- Added Transportation Manager position
- Moved PT Office Assistant from PW Admin. to Maintenance Admin.
- Moved seven PT Maintenance Aides from Bldgs. & Facilities into Streets
- Increased contract costs for Parks/Landscaping services and storm water pump station maintenance
- Moved one PT Maintenance Aide from Bldgs. & Facilities to Parks & Landscaping

PUBLIC WORKS	17/18 Actuals	18/19 Amended	19/20 Proposed	% Change
Public Works Admin.	\$500,802	\$337,431	\$174,500	-48.29%
Public Works Engineering	-	114,845	201,200	75.19%
Transportation	-	135,300	278,900	106.13%
Environmental Services	-	169,690	166,700	-1.76%
Maintenance Admin.	541,422	561,540	723,600	28.86%
Maintenance – Streets	1,127,863	433,990	636,400	46.64%
Maintenance – Buildings & Facilities	630,989	838,003	670,600	-19.98%
Maintenance – Parks & Landscaping	88,998	486,588	558,800	14.84%
Maintenance – Fleet	382,250	414,022	435,500	5.19%
Total Public Works	\$3,272,325	\$3,491,409	\$3,846,200	10.16%





Community Services Department

Budget Notes:

- Increased bank processing fees
- Increased PT salaries in Recreation due to restoring services previously cut/also increased due to minimum wage increase
- Increased professional services for sound services - no longer donated to Cultural Arts
- Moved PT salaries from Recreation to Senior Services

COMMUNITY SERVICES	17/18 Actuals	18/19 Amended	19/20 Proposed	% Change
Community Services Admin.	\$172,117	\$251,418	\$291,200	15.82%
Recreation Services	1,063,965	1,014,688	1,128,200	11.19%
Neighborhood Services	66,419	17,518	35,100	100.37%
Cultural Arts	5,838	5,720	13,800	141.26%
USDA Farmer's Market	468	-	0	0.00%
FACT Grant	35,428	-	0	0.00%
Heritage Festival	54,353	84,138	81,000	-3.73%
Senior Services	-	8,100	63,200	680.25%
Total Community Services	\$1,398,587	\$1,381,582	\$1,612,500	16.71%



FY 2019/20

REVENUES VS. EXPENDITURES

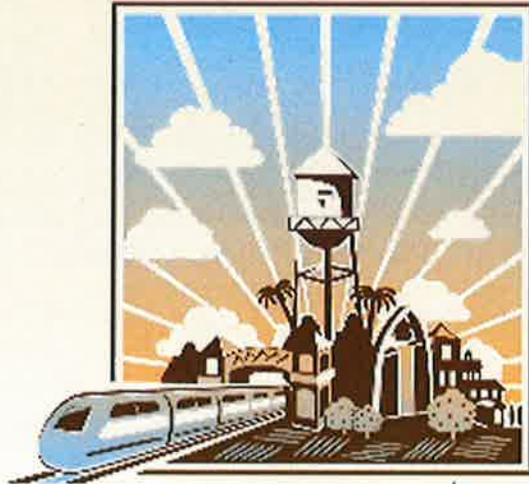




Estimated Fund Balance as of 06/30/20

Estimated Fund Balance as of 6/30/19	\$389,300
Proposed Revenues 19/20	34,397,000
Transfers-In	3,458,700
Proposed Operating Expenditures 19/20	35,847,000
Capital Improvement Programs	456,400
Transfers-Out	212,300
Estimated Fund Balance as of 6/30/19 (less reserves)	329,300
Total Reserves	1,400,000





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Next Steps

June 4, 2019: City Council Meeting to review the proposed City Operating Budget (line item detail) and Capital Improvements Program (CIP) Budget.

June 5, 2019: Publish Notice of Public Hearing.

June 18, 2019: City Council Meeting to hold a public hearing regarding the adoption of the Operating Budget and CIP Budget.



Questions?



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