



Regular Meeting Agenda

February 17, 2015

Placentia City Council

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

Chad P. Wanke
Mayor

Jeremy B. Yamaguchi
Mayor Pro Tem

Craig S. Green
Council Member

Scott W. Nelson
Council Member

Constance M. Underhill
Council Member

Patrick J. Melia
City Clerk

Kevin A. Larson
City Treasurer

Damien R. Arrula
Acting City Administrator

Andrew V. Arczynski
City Attorney

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

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Mission Statement

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

Vision Statement

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

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

Procedures for Addressing the Council/Board Members

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

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

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

Special Accommodations

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

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

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

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING AGENDA – EXECUTIVE SESSION
February 17, 2015
5:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

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

ORAL COMMUNICATIONS:

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

CITY COUNCIL:

1. Pursuant to Government Code Section 54956.9(d)(1) for Conference with Legal Counsel Regarding Existing Litigation – Two (2) cases:
 - a. Withrow v. Placentia, etc., et al, Orange County Superior Court Case No. 30-2014-00711735-CU-WM-CJC.
 - b. Sipple vs Alhambra, Placentia, et al, Los Angeles Superior Court Case No. BC462270.
2. Pursuant to Government Code Section 54956.8 Conference with Real Property Negotiator:
 - a. Property: 207-209 W. Crowther Ave APN: 339-402-05; 07; 08; 11
City Negotiator: Damien R. Arrula, Acting City Administrator
Negotiating Parties: Patrick Helgeson, Newport Equities
Under Negotiations: Price and Terms of Payment
3. Pursuant to Government Code Section 54956.9(d)(2) for Conference with Legal Counsel Regarding Anticipated Litigation – Three (3) Items
4. Pursuant to Government Code Section 54956.9(d)(4) for Conference with Legal Counsel Regarding the Initiation of Litigation – One (1) Item
5. Pursuant to Government Code Section 54957(b)(1) for Performance Evaluation of Public Employees:
 - a. City Administrator
 - b. City Attorney

SUCCESSOR AGENCY: None
ICDA: None

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

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING AGENDA
February 17, 2015
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 Nelson
Councilmember/Board Member Underhill
Mayor Pro Tem/Board Vice Chair Yamaguchi
Mayor/Board Chair Wanke

INVOCATION: Police Chaplain Ciro Beltran

PLEDGE OF ALLEGIANCE:

PUBLIC OATH OF OFFICE:

- a. City Treasurer Kevin A. Larson

PRESENTATIONS:

- a. **Proclamation Designating the Month of February, 2015 as Career Technical Education Month**
Recipient: Linda Skipper, ROP Administrator of Instructional Programs
Presenters: Mayor Wanke

EXECUTIVE SESSION REPORT:

CITY ADMINISTRATOR REPORT:

ORAL COMMUNICATIONS:

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

CITY COUNCIL/BOARD MEMBERS COMMENTS AND REPORTS:

The purpose of these reports is to provide information on projects and programs that are discussed at interagency board, committee, and commission meetings. No decisions are to be made on these issues. If a Council or Board Member would like formal action on any of the discussed items, it will be placed on a future Council or Board Agenda.

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

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

COUNCIL/SUCCESSOR AGENCY/ICDA CONSENT CALENDAR:

- a. **Consideration to Waive Reading in Full of all Ordinances and Resolutions**
Fiscal Impact: None
Recommended Action: Approve.
- b. **City Fiscal Year 2014-15 Check Register for February 17, 2015**
Fiscal Impact: \$786,440.51
Recommended Action: It is recommended that the City Council:
1) Receive and file.

COUNCIL CONSENT CALENDAR:

- c. **Approval of Final Map of Tract 17145, Including a Conditional Acceptance of the Offers of Dedication, Approval of the Subdivision Improvement Agreement, and Acceptance of the Subdivision Improvement Bonds**
Fiscal Impact: None
Recommended Action: It is recommended that the City Council:
1) Approve the Final Map of Tract 17145, subject to review and approval by the County Surveyor, and conditionally accept the offers of dedication shown thereon; and
2) Authorize the City Clerk to sign the Final Map; and
3) Approve the Subdivision Improvement Agreement, and authorize the Mayor and City Clerk to execute the same in a form approved by the City Attorney; and
4) Accept the Subdivision Improvement Bonds (Faithful Performance Bond No. 0187207, issued by Berkley Insurance Company, in the amount of \$1,235,986.50, and Labor and Material Bond No. 0187207, issued by Berkley Insurance Company, in the amount of \$ 1,235,986.50), which accompany the Subdivision Improvement Agreement.
- d. **Resolution of Intent to Annex Territory to Public Services Community Facilities District (2014-01)**
Fiscal Impact: \$8,977.50 (FISCAL YEAR 2015-2016)
\$18,425.50 Approximately (UPON DEVELOPMENT BUILD OUT)
Recommended Action: It is recommended that the City Council:
1) Accept the petition from Beazer Homes Holdings Corp. for annexation to Public Services Community Facilities District (2014-01) (Exhibit A – Signed Document is on file in the City Clerk’s office); and
2) Adopt Resolution No. R-2015-03, A Resolution of the City Council of the City of Placentia Acting as the Legislative Body of Community Facilities District No. 2014-01 Declaring its Intention to Annex Certain Territory thereto [Annexation No. 1] (Exhibit B); and
3) Set a public hearing for 7:00 p.m. on April 7, 2015 for public comment, for and against, and for the filing of written protest by any property owner regarding the annexation of territory to the District and the levy of a special tax for public safety services. (If there is no “majority protest,” a special landowner election will be called for immediately thereafter).
- e. **Acceptance of Construction Work for the Public Alley Way and Placentia Parking Lot Project located at 235 Bradford Avenue**
Fiscal Impact: Expense: \$114,303 for Construction Services & Southern California Edison Services
Offsetting Revenue: \$114,303 Gas Tax Funds
Budgeted: \$114,303 (Account No.: 333552-6185 J/L 61132)

Recommended Action: It is recommended that the City Council:

- 1) Accept the work performed by CHI Construction, for construction of the Public Alley Way and Placentia Parking Lot Project located at 235 Bradford Avenue in the total amount of \$107,300; and
- 2) Authorize the City Engineer to file a Notice of Completion with the Orange County Clerk Recorder's Office for the Project; and
- 3) Authorize the City Engineer to release retention funds in accordance with the terms of the contract; and
- 4) Approve Budget Resolution No. 2015-04 A Resolution of the City council of the City of Placentia, California, Authorizing a Budget Amendment in Fiscal Year 2014/15 in Compliance with City Charter §§ 1206 and 1209 Pertaining to Appropriations for Actual Expenditures.

f. **December 2014 Treasurer's Report**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Receive and File the December 2014 Treasurer's Report.

g. **Lease Agreement with Los Angeles SMSA Limited Partnership DBA Verizon Wireless for a Wireless Facility proposed to be at 700 Trumpet Avenue (APN: 336-564-01) aka Wagner Park**

Fiscal Impact: Revenue: \$181,988 Over a Five (5) Year Lease Term

Recommended Action: It is recommended that the City Council:

- 1) Approve a lease agreement with Los Angeles SMSA Limited Partnership dba Verizon Wireless to operate a wireless communication facility at Wagner Park in a form approved by the City Attorney, for an initial term of five (5) years, with the possibility of four (4) additional five (5) year term renewals; and
- 2) Authorize the Acting City Administrator to execute the lease, applicable documents and renewal terms, in a form approved by the City Attorney.

h. **Agreement for Transfer or Purchase of Equipment/Services and/or for Reimbursement of Training Costs for Fiscal Year 2014 Urban Areas Security Initiative (UASI) Between the City of Anaheim and the City of Placentia**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Approve the Agreement with the City of Anaheim, in a form approved by the City Attorney; and
- 2) Authorize the Acting City Administrator and/or his designee to execute all the necessary documents to effectuate these actions.

2. **PUBLIC HEARING:** None

3. **OLD BUSINESS:** None

4. **NEW BUSINESS:**

COUNCIL NEW BUSINESS:

a. **Acceptance of Family and Communities Together (FaCT) Grant in Partnership with the Friendly Center Inc. for Family Resource Center Services**

Fiscal Impact: Revenue: \$76,511.36 Grant Per Year for FY 2015-16 through FY 2019-20; \$223,488.64 Partner Agency Services for FY 2015-16 through FY 2019-20

Recommended Action: It is recommended that the City Council:

- 1) Authorize the Acting City Administrator or his designee to execute all contract documents and partnership agreements with the Friendly Center Inc. and County of Orange for the Family and Communities Together (FaCT) grant in a form approved by the City Attorney.

b. **Mid-Year Budget Review for Fiscal Year 2014-15**

Fiscal Impact: See Exhibit A

Recommended Action: It is recommended that the City Council:

- 1) Receive and file the Fiscal Year 2014-15 mid-year budget report; and
- 2) Approve Budget Resolution R-2015-05, A Resolution of the City Council of the City of Placentia Authorizing the Mid-Year Amendment to the Fiscal Year 2014-15 Budget; and
- 3) Discontinue the hiring freeze at it relates to the City's Fiscal Year 2014-15 Position Allocation Plan; and
- 4) Provide direction on the funding of the membership in the Association of California Cities of Orange County in the amount of \$12,340.

c. **Appointment of Acting City Administrator**

Fiscal Impact: Approximate Net Savings: \$15,400 per month

Recommended Action: It is recommended that the City Council:

- 1) Appoint Assistant City Administrator Damien R. Arrula as Acting City Administrator.

d. **Citizens Fiscal Sustainability Task Force**

Fiscal Impact: None

Recommended Action:

- 1) Set interviews of applicants for appointment to the Task Force on March 3, 2015 at 4 p.m.; and
- 2) Consider appointment of members to the Task Force at the regularly scheduled City Council meeting on March 3, 2015 at 7 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.

ADJOURNMENT:

The City Council/Successor Agency/ICDA Agency Board of Directors will adjourn to March 3, 2015 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:

March 3, 2015

- Citizen Fiscal Sustainability Task Force Interviews
- Placentia Chamber of Commerce Update

CERTIFICATION OF POSTING

I, Rosanna Ramirez, Interim Chief Deputy City Clerk of the City of Placentia and Assistant Secretary of the Industrial Commercial Development Authority and Successor Agency, hereby certify that the Agenda for the February 17, 2015 meetings of the City Council, Successor Agency, and Industrial Commercial Development Authority was posted on February 12, 2015.

Rosanna Ramirez,
Interim Chief Deputy City Clerk

**PRESENTATION – PROCLAMATION DESIGNATING THE MONTH OF FEBRUARY,
2015 AS CAREER TECHNICAL EDUCATION MONTH
CITY COUNCIL MEETING FEBRUARY 17, 2015**

Mayor Wanke to present proclamation for Career Technical Education Month

The North Orange County Regional Occupational Program has served the residents of Placentia and surrounding communities for over forty (40) years with top quality career-technical education. The state-supported program offers career-technical training opportunities annually to more than 22,000 high school juniors, seniors, and adults. It is a part of the secondary education system. Our mission is to prepare students for success in a changing global economy by providing them with top-quality career training and services that meet their educational and occupational goals.

Recipient: Linda Skipper, ROP Administrator of Instructional Programs
Presenter: Mayor Wanke

Presentation A
February 17, 2015

**City of Placentia
Check Register
For 02/17/2015**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
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Check Totals by ID	
AP	776,789.94
EP	9,650.57
IP	0.00
OP	0.00

Fund Name		Check Totals by Fund
101-General Fund (0010)		346,900.79
265-Landscape Maintenance (0029)		32,355.96
275-Sewer Maintenance (0048)		494.59
280-Misc Grants Fund (0050)		2,895.76
401-City Capital Projects (0033)		105,792.47
501-Refuse Administration (0037)		214,724.78
601-Employee Health & Wlfre (0039)		12,056.80
605-Risk Management (0040)		14,127.92
615-Information Technology (0042)		20,323.94
701-Special Deposits (0044)		36,767.50

Void Total: 0.00
Check Total: 786,440.51

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

Check Total: 786,440.51

*Reversed: approved
Funds & Payment*

**1.b.
February 17, 2015**

City of Placentia
Check Register
For 02/10/2015

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ACCO ENGINEERED SYSTEMS V006901	ROUBLESHOOT SERVER ROOM	A/C103554-6137 Repair Maint/Equipment	TK012815	321.00	1534577		00086391	01/29/2015
MW OH	ALL AROUND CARPET V009639	BUSINESS LICENSE REFUND	0044-2032 SB 1186 BL State Fee	Check Total: TK012815	321.00 1.00	12715A		00086392	01/29/2015
MW OH	ALL AROUND CARPET V009639	BUSINESS LICENSE REFUND	100000-4101 Gross Receipts	TK012815	42.00	12715A		00086392	01/29/2015
MW OH	ALLEGRA CONSULTING INC V009570	BRAND IMPLEMENTATION	102534-6099 Other Professional Services	Check Total: TK012815	43.00 5,600.00	1035	P10473	00086393	01/29/2015
MW OH	ALLEGRA CONSULTING INC V009570	FARMERS MARKET LOGO DESIGN	101572-6401 / 70014-6401 Community Programs	TK012815	6,760.00	1039	P10504	00086393	01/29/2015
MW OH	AMERICAN PUBLIC WORKS V000041	MEMBERSHIP RENEWAL	103550-6255 Dues & Memberships	Check Total: TK012815	12,360.00 1,125.00	010715		00086394	01/29/2015
MW OH	ANAHEIM REGIONAL V007613	MEDICAL EXAM-CASE 14-4964	103040-6099 Other Professional Services	Check Total: TK012815	1,125.00 750.00	001325651		00086395	01/29/2015
MW OH	ANGEL, BRYCE V002886	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	Check Total: TK012815	750.00 257.33	11230		00086396	01/29/2015
MW OH	ARAMARK UNIFORM V004232	FACILITY FLOOR MATS CLEANING	103554-6301 Special Department Supplies	Check Total: TK012815	257.33 101.32	530231047		00086397	01/29/2015
MW OH	ARAMARK UNIFORM V004232	FACILITY FLOOR MAT CLEANING	103554-6301 Special Department Supplies	TK012815	148.75	530248170		00086397	01/29/2015
MW OH	ARAMARK UNIFORM V004232	FACILITY FLOOR MAT CLEANING	103554-6301 Special Department Supplies	TK012815	101.32	530264944		00086397	01/29/2015
MW OH	ARAMARK UNIFORM	FACILITY FLOOR MAT CLEANING	103554-6301	TK012815	148.75	530315246		00086397	01/29/2015

**City of Placentia
Check Register
For 02/10/2015**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V004232		Special Department Supplies						
MW OH	ARAMARK UNIFORM V004232	FACILITY FLOOR MAT CLEANING	103554-6301 Special Department Supplies	TK012815	101.32	530332020		00086397	01/29/2015
MW OH	ARAMARK UNIFORM V004232	FACILITY FLOOR MAT CLEANING	103554-6301 Special Department Supplies	TK012815	148.75	530348748		00086397	01/29/2015
MW OH	ARAMARK UNIFORM V004232	PW UNIFORMS	103650-6360 Uniforms	TK012815	145.79	530231046	P10406	00086397	01/29/2015
MW OH	ARAMARK UNIFORM V004232	PW UNIFORMS	103650-6360 Uniforms	TK012815	107.47	530248169	P10406	00086397	01/29/2015
MW OH	ARAMARK UNIFORM V004232	PW UNIFORMS	103650-6360 Uniforms	TK012815	107.47	530264943	P10406	00086397	01/29/2015
MW OH	ARAMARK UNIFORM V004232	PW UNIFORMS	103650-6360 Uniforms	TK012815	100.25	530315245	P10406	00086397	01/29/2015
MW OH	ARAMARK UNIFORM V004232	PW UNIFORMS	103650-6360 Uniforms	TK012815	176.90	530332019	P10406	00086397	01/29/2015
MW OH	ARAMARK UNIFORM V004232	PW UNIFORMS	103650-6360 Uniforms	TK012815	206.18	530348747	P10406	00086397	01/29/2015
		Check Total:			1,594.27				
MW OH	ARMA INTERNATIONAL V009245	MEMBERSHIP-PISCHEL	101513-6255 Dues & Memberships	TK012815	215.00	389629		00086398	01/29/2015
		Check Total:			215.00				
MW OH	AT & T MOBILITY V008709	12/8-1/7 IPAD CHARGES	109595-6215 Telephone	TK012915	448.75	011515		00086399	01/29/2015
		Check Total:			448.75				
MW OH	BLAIS & ASSOCIATES V008128	OCT GRANT RESEARCH SUPPORT	101511-6099 Other Professional Services	TK012815	1,057.50	10-2014-PL1		00086400	01/29/2015
MW OH	BLAIS & ASSOCIATES V008128	NOV GRANT RESEARCH SUPPORT	101511-6099 Other Professional Services	TK012815	416.25	11-2014-PL2		00086400	01/29/2015
MW OH	BLAIS & ASSOCIATES	GRANT CONCEPT PROPOSAL PREP	109595-6999	TK012815	2,375.00	11-2014-PL1	P10495	00086400	01/29/2015

City of Placentia
Check Register
For 02/10/2015

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V008128		Other Expenditure						
				Check Total:	3,848.75				
MW OH	BURKE WILLIAMS & V006247	OCT-DEC LEGAL SERVICES	101005-6005 Legal Services	TK012815	1,624.36	184806	P10388	00086401	01/29/2015
				Check Total:	1,624.36				
MW OH	CALIFORNIA PARKS & V000174	MEMBERSHIP-ZAMBRANO	104071-6255 Dues & Memberships	TK012815	170.00	104351/2015		00086402	01/29/2015
				Check Total:	170.00				
MW OH	CANON FINANCIAL SERVICES V008867	CAN PD FAX LEASE	374386-6175 Office Equipment Rental	TK012815	15.09	14493996	P10290	00086403	01/29/2015
MW OH	CANON FINANCIAL SERVICES V008867	CAN PD FAX LEASE	109595-6175 Office Equipment Rental	TK012815	15.08	14493996	P10290	00086403	01/29/2015
MW OH	CANON FINANCIAL SERVICES V008867	CAN COPIER LEASE	374386-6175 Office Equipment Rental	TK012815	250.00	14493997	P10291	00086403	01/29/2015
MW OH	CANON FINANCIAL SERVICES V008867	CAN COPIER LEASE	109595-6175 Office Equipment Rental	TK012815	250.00	14493997	P10291	00086403	01/29/2015
MW OH	CANON FINANCIAL SERVICES V008867	CAN COPIER LEASE-CITY CLERK	109595-6175 Office Equipment Rental	TK012815	429.30	14534412	P10329	00086403	01/29/2015
MW OH	CANON FINANCIAL SERVICES V008867	CAN COPIER LEASE-CITY CLERK	374386-6175 Office Equipment Rental	TK012815	429.31	14534412	P10329	00086403	01/29/2015
				Check Total:	1,388.78				
MW OH	CANON SOLUTIONS AMERICA V008809	DEC COPIER USAGE	109595-6175 Office Equipment Rental	TK012815	237.34	4014894278		00086404	01/29/2015
MW OH	CANON SOLUTIONS AMERICA V008809	CAN COPIER BASE RATE	109595-6175 Office Equipment Rental	TK012815	21.78	4014834790	P10330	00086404	01/29/2015
MW OH	CANON SOLUTIONS AMERICA V008809	CAN COPIER USAGE	109595-6175 Office Equipment Rental	TK012815	273.91	4014897396	P10330	00086404	01/29/2015
				Check Total:	533.03				
MW OH	CARL WARREN & CO	JAN 3RD PARTY LIABILITY CLAIMS	404582-6025	TK012815	1,541.66	1653747	P10364	00086405	01/29/2015

City of Placentia
Check Register
For 02/10/2015

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V008011		Third Party Administration						
MW OH	CBE V008124	DEC COPIER USAGE-WHITTEN	101572-6135 Repair/Maint Off Furn & Eq	Check Total: TK012815	1,541.66 17.29	IN1648759	P10326	00086406	01/29/2015
MW OH	CBE V008124	DEC COPIER USAGE-REC	109595-6175 Office Equipment Rental	TK012815	272.69	IN1648758	P10327	00086406	01/29/2015
MW OH	CBE V008124	DEC COPIER USAGE-ADMIN	109595-6175 Office Equipment Rental	TK012815	134.98	IN1648757	P10328	00086406	01/29/2015
MW OH	CONROY, BRIAN V008501	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	Check Total: TK012815	424.96 113.44	3295		00086407	01/29/2015
MW OH	COUNTY OF ORANGE V008881	WATER QUALITY MONITORING	374386-6257 Licenses & Permits	Check Total: TK012815	113.44 3,467.57	PW150172	P10526	00086408	01/29/2015
MW OH	COUNTY OF ORANGE V007152	DEC SHARED RAN-AFIS COSTS	103040-6290 Dept. Contract Services	Check Total: TK012815	3,467.57 1,417.35	SH37951	P10382	00086409	01/29/2015
MW OH	CRAFTCO INC. V009329	CREDIT MEMO-ASPHALT	103652-6301 Special Department Supplies	Check Total: TK012815	1,417.35 -893.36	00423964A		00086410	01/29/2015
MW OH	CRAFTCO INC. V009329	ASPHALT COLD PATCH	103652-6301 Special Department Supplies	TK012815	1,713.15	00426044		00086410	01/29/2015
MW OH	D & D SERVICES INC. V007321	JAN-MAR ANIMAL DISPOSAL SVS	103045-6280 Animal Control Services	Check Total: TK012815	819.79 735.00	1231148		00086411	01/29/2015
MW OH	DATA TICKET INC. V006119	NOV CODE ENFORCE CITATION SVS	103046-6290 Dept. Contract Services	Check Total: TK012815	735.00 200.00	58117	P10475	00086412	01/29/2015
				Check Total:	200.00				

**City of Placentia
Check Register
For 02/10/2015**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	DENNIS AND DEBORAH V007072	JAN-MARCH LEASE PAYMENT-166 E.103041-6160	Facility Rental	TK012815	16,554.40	012715	P10531	00086413	01/29/2015
				Check Total:	16,554.40				
MW OH	DREAMWORKS REMODELING V009630	DEMOLITION BOND REFUND	0044-2033 Construction & Demo Deposit	TK012815	100.00	40-14-43		00086414	01/29/2015
				Check Total:	100.00				
MW OH	FASTSIGNS V007748	WATER CONSERVATION SIGNS	103652-6310 Street Signs	TK012815	1,273.03	261/30500		00086415	01/29/2015
				Check Total:	1,273.03				
MW OH	FUJITEC AMERICA INC V006496	PED BRIDGE ELEVATOR MAINT	103554-6290 Dept. Contract Services	TK012815	2,480.70	1100181159		00086416	01/29/2015
				Check Total:	2,480.70				
MW OH	GAIL MATERIALS INC V000430	BRICK DUST BAGS	103655-6301 Special Department Supplies	TK012815	1,036.80	78221		00086417	01/29/2015
				Check Total:	1,036.80				
MW OH	GAS CO, THE V000909	DEC-JAN GAS CHARGES	109595-6340 Natural Gas	TK012915	1,124.14	012715		00086418	01/29/2015
				Check Total:	1,124.14				
MW OH	GE CAPITAL V008085	MARCH COPIER LEASE-PW	484376-6175 Office Equipment Rental	TK012815	259.22	62026878	P10281	00086419	01/29/2015
				Check Total:	259.22				
MW OH	GOLDEN STATE WATER V000928	NOV-JAN WATER CHARGES	296561-6335 Water	TK012915	1,640.83	012015		00086420	01/29/2015
				Check Total:	1,640.83				
MW OH	GOLDEN STATE WATER V000928	NOV-JAN WATER CHARGES	109595-6335 Water	TK012915	1,972.91	012015		00086420	01/29/2015
				Check Total:	1,972.91				
MW OH	GONSALVES & SON, JOE V005577	FEB LEGISLATIVE SERVICES	101001-6099 Other Professional Services	TK012815	4,000.00	25017	P10304	00086421	01/29/2015
				Check Total:	4,000.00				

City of Placentia
Check Register
For 02/10/2015

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	GONZALES, CLARISSA V009631	DEPOSIT REFUND-AGUIRRE	100000-4385 Facility Rental	TK012815	100.00	2000452.002		00086422	01/29/2015
				Check Total:	100.00				
MW OH	GONZALEZ, IRENE V009632	DEPOSIT REFUND-BACKS BLDG	100000-4385 Facility Rental	TK012815	150.00	2000471.002		00086423	01/29/2015
				Check Total:	150.00				
MW OH	HALO CONFIDENTIAL V008544	JAN PD TRAINING & BKGRD CKS	103040-6290 Dept. Contract Services	TK012815	2,922.25	0040	P10301	00086424	01/29/2015
				Check Total:	2,922.25				
MW OH	HARRINGTON V009204	NOV GEOTECHNICAL SVS	103550-6015 Engineering Services	TK012815	1,140.00	16657		00086425	01/29/2015
MW OH	HARRINGTON V009204	DEC GEOTECHNICAL SVS	103550-6015 Engineering Services	TK012815	294.00	16691		00086425	01/29/2015
				Check Total:	1,434.00				
MW OH	HOYT ROOFS INC V003476	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	TK012815	100.00	30-14-117		00086426	01/29/2015
MW OH	HOYT ROOFS INC V003476	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	TK012815	100.00	30-14-16		00086426	01/29/2015
				Check Total:	200.00				
MW OH	ICC ORANGE EMPIRE V009637	MEMBERSHIP-CHANG	102532-6255 Dues & Memberships	TK012815	50.00	012215		00086427	01/29/2015
				Check Total:	50.00				
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	TK012815	445.30	2179797-00		00086428	01/29/2015
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	TK012815	102.22	2180689-00		00086428	01/29/2015
MW OH	IMPERIAL SPRINKLER V006506	LMD IRRIGATION SUPPLIES	296561-6115 Landscaping	TK012815	108.66	2184054-00		00086428	01/29/2015
				Check Total:	656.18				

**City of Placentia
Check Register
For 02/10/2015**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS-FIELD SVS	103041-6360 Uniforms	TK012815	108.95	7913	P10324	00086429	01/29/2015
					Check Total:	108.95			
MW OH	KLEIN & WILSON V008149	NOV LITIGATION SERVICES	101005-6006 Litigation	TK012815	3,438.96	20707	P10522	00086430	01/29/2015
MW OH	KLEIN & WILSON V008149	DEC LITIGATION SERVICES	101005-6006 Litigation	TK012815	101.97	20746	P10522	00086430	01/29/2015
					Check Total:	3,540.93			
MW OH	LEGAL SHIELD V008104	JAN LEGAL SERVICES	0037-2192 Police Legal Services	TK012815	17.43	12615A		00086431	01/29/2015
MW OH	LEGAL SHIELD V008104	JAN LEGAL SERVICES	0048-2192 Police Legal Services	TK012815	17.92	12615A		00086431	01/29/2015
MW OH	LEGAL SHIELD V008104	JAN LEGAL SERVICES	0010-2192 Police Legal Services	TK012815	381.91	12615A		00086431	01/29/2015
MW OH	LEGAL SHIELD V008104	JAN LEGAL SERVICES	0029-2192 Police Legal Services	TK012815	3.14	12615A		00086431	01/29/2015
					Check Total:	420.40			
MW OH	LILLEY PLANNING GROUP V008540	1/5-14 PW INSP SVS-BEAZER	0044-2048 / 45040-2048 Engineering Plan Check Deposit	TK012915	600.00	PLA159 B2		00086432	01/29/2015
MW OH	LILLEY PLANNING GROUP V008540	1/5-14 BLDG OFFICAL SVS	102532-6290 Dept. Contract Services	TK012915	3,128.00	PLA159	P10451	00086432	01/29/2015
MW OH	LILLEY PLANNING GROUP V008540	1/5-16 BLDG INSPECTOR SVS	102532-6045 Building Inspection Services	TK012915	1,920.00	PLA159	P10451	00086432	01/29/2015
MW OH	LILLEY PLANNING GROUP V008540	1/1-15 GENERAL PLAN UPDATE	332531-6017 / 6108670159-6017 Special Studies	TK012915	3,050.00	PLSP119	P10452	00086432	01/29/2015
MW OH	LILLEY PLANNING GROUP V008540	1/6-15 PW INSPECTOR SVS	103550-6290 Dept. Contract Services	TK012915	1,000.00	PLA159 B1	P10467	00086432	01/29/2015
MW OH	LILLEY PLANNING GROUP V008540	DEC GP AMENDMENT/ZONING SVS	333552-6017 / 6108670159-6017 Special Studies	TK012915	1,068.75	PLSP115A	P10506	00086432	01/29/2015
MW OH	LILLEY PLANNING GROUP V008540	1/3-12 GP AMENDMENT/ZONING SVS	SVS333552-6017 / 6108670159-6017	TK012915	1,757.50	PLSP116A	P10506	00086432	01/29/2015

City of Placentia
Check Register
For 02/10/2015

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V008540		Special Studies						
MW OH	MAILFINANCE V008685	NOV-FEB POSTAGE MACHINE LEASE	09595-6175 Office Equipment Rental	TK012915	12,524.25	H5127001		00086433	01/29/2015
				Check Total:	1,174.59				
MW OH	MANAGED HEALTH V008122	NOV EAP SERVICES	395083-5161 Health Insurance Premiums	TK012915	308.20	3200065248		00086434	01/29/2015
				Check Total:	308.20				
MW OH	MANAGEMENT PARTNERS V008226	GENERAL PLAN MANAGEMENT SVS	332531-6017 / 6108670159-6017 Special Studies	TK012915	350.00	INV01657	P10403	00086435	01/29/2015
				Check Total:	350.00				
MW OH	MARTINEZ, STEVE V006490	DEC RESERVE OFFICER STIPEND	103041-5005 / 50065-5005 Salaries/Part-Time	TK012915	200.00	DEC 2014		00086436	01/29/2015
				Check Total:	200.00				
MW OH	MONOGRAM MAGIC V008879	PD STAFF SHIRTS	103041-6360 / 50130-6360 Uniforms	TK012915	49.67	46290		00086437	01/29/2015
MW OH	MONOGRAM MAGIC V008879	PD STAFF SHIRTS	103043-6360 / 50080-6360 Uniforms	TK012915	87.45	46290		00086437	01/29/2015
MW OH	MONOGRAM MAGIC V008879	PD STAFF SHIRTS	103040-6360 / 50040-6360 Uniforms	TK012915	136.02	46290		00086437	01/29/2015
				Check Total:	273.14				
MW OH	MUNITEMPS V009595	11/24-26 TEMP CITY CLERK SVS	101513-6099 Other Professional Services	TK012915	1,660.65	125132	P10503	00086438	01/29/2015
MW OH	MUNITEMPS V009595	1/12-15 TEMP CITY CLERK SVS	101513-6099 Other Professional Services	TK012915	3,272.50	125251	P10503	00086438	01/29/2015
				Check Total:	4,933.15				
MW OH	NELSON, SCOTT V003479	TRAVEL REIMBURSEMENT	101001-6245 Meetings & Conferences	TK012915	135.55	012615		00086439	01/29/2015
				Check Total:	135.55				

City of Placentia
Check Register
For 02/10/2015

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	NELSON/NYGAARD V009556	NOV PARKING IN-LIEU STUDY SVS	109595-6999 Other Expenditure	TK012915	2,334.50	62730	P10471	00086440	01/29/2015
MW OH	NELSON/NYGAARD V009556	DEC PARKING IN-LIEU STUDY SVS	109595-6999 Other Expenditure	TK012915	6,210.00	62890	P10471	00086440	01/29/2015
		Check Total:		Check Total:	8,544.50				
MW OH	O'CAMPO, KAREN V009634	CLASS REFUND	100000-4340 / 79348-4340 Recreation Programs	TK012915	59.00	200475.002		00086441	01/29/2015
		Check Total:		Check Total:	59.00				
MW OH	OC PLUMBING V004312	WATER HEATER FOR CITY HALL	103554-6130 Repair & Maint/Facilities	TK012915	673.03	14821		00086442	01/29/2015
MW OH	OC PLUMBING V004312	PLUMBING SVS-MCFADDEN PARK	103554-6130 Repair & Maint/Facilities	TK012915	199.50	14830		00086442	01/29/2015
		Check Total:		Check Total:	872.53				
MW OH	OFFICE INDUSTRIES V007477	CREDIT MEMO	103650-6315 Office Supplies	TK012915	-6.89	048033		00086443	01/29/2015
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103650-6315 Office Supplies	TK012915	19.77	0481581		00086443	01/29/2015
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	101511-6315 Office Supplies	TK012915	57.48	0481641		00086443	01/29/2015
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102531-6315 Office Supplies	TK012915	75.92	0481991		00086443	01/29/2015
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102531-6315 Office Supplies	TK012915	21.59	0482091		00086443	01/29/2015
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	101511-6315 Office Supplies	TK012915	36.97	0482281		00086443	01/29/2015
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	101511-6315 Office Supplies	TK012915	62.25	0482301		00086443	01/29/2015
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	101511-6315 Office Supplies	TK012915	10.31	0482381		00086443	01/29/2015
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315	TK012915	529.92	0480571	P10337	00086443	01/29/2015

**City of Placentia
Check Register
For 02/10/2015**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V007477		Office Supplies						
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	TK012915	162.75	0480591	P10337	00086443	01/29/2015
			Check Total:		970.07				
MW OH	OLSON COMPANY V009629	CONSTRUCTION/DEMO BOND	0044-2033 Construction & Demo Deposit	TK012915	32,123.00	40-13-13		00086444	01/29/2015
			Check Total:		32,123.00				
MW OH	ORANGE COUNTY SHERIFF V007556	CYBER SAFETY REG-ANDERSON	103041-6250 Staff Training	TK012915	20.00	012715		00086445	01/29/2015
			Check Total:		20.00				
MW OH	PACIFIC COMPLIANCE V009292	UNDERGROUND FUEL TANK	103658-6301 Special Department Supplies	TK012915	1,470.00	1131		00086446	01/29/2015
			Check Total:		1,470.00				
MW OH	PARTS SOURCE V000817	VEHICLE BATTERIES	103658-6301 Special Department Supplies	TK012915	464.29	36018		00086447	01/29/2015
			Check Total:		464.29				
MW OH	PHOTOGRAPHY BY JOHN V000812	PHOTO-CITY TREASURER	102020-6315 Office Supplies	TK012915	27.00	4761		00086448	01/29/2015
MW OH	PHOTOGRAPHY BY JOHN V000812	COMMISSIONER PHOTOS	103550-6245 Meetings & Conferences	TK012915	216.00	804761		00086448	01/29/2015
MW OH	PHOTOGRAPHY BY JOHN V000812	COMMISSIONER PHOTOS	104071-6301 Special Department Supplies	TK012915	324.00	804761		00086448	01/29/2015
MW OH	PHOTOGRAPHY BY JOHN V000812	PHOTOGRAPHY SERVICES	102020-6315 Office Supplies	TK012915	54.00	804761		00086448	01/29/2015
			Check Total:		621.00				
MW OH	RAGGED ROBIN RANCH INC V009274	PLANNING SERVICES-HQT	0044-2048 / 45050-2048 Engineering Plan Check Deposit	TK012915	67.50	CR122A		00086449	01/29/2015
MW OH	RAGGED ROBIN RANCH INC V009274	PLANNING SERVICES	102531-6290 Dept. Contract Services	TK012915	7,332.50	CR122	P10340	00086449	01/29/2015

**City of Placentia
Check Register
For 02/10/2015**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
MW OH	REESE, STACY V009331	WINTER INSTRUCTOR PAYMENT	104070-6060 Instructional Services	TK012915	624.00 WINTER 2015		00086450	01/29/2015
				Check Total:	7,400.00			
MW OH	REIMER, DEBORAH V009346	1/12-22 BLDG PERMIT TECH SVS	102532-6290 Dept. Contract Services	TK012915	2,145.00 0126	P10366	00086451	01/29/2015
				Check Total:	624.00			
MW OH	RELiance STANDARD LIFE DEC LIFE INSURANCE PREMIUMS		395083-5163 Life Insurance Premiums	TK012915	905.24 DEC 14		00086452	01/29/2015
MW OH	RELiance STANDARD LIFE DEC LIFE INSURANCE PREMIUMS		395000-4730 ISF LTD Ins Reimbursements	TK012915	3,175.02 DEC 14		00086452	01/29/2015
MW OH	RELiance STANDARD LIFE DEC LIFE INSURANCE PREMIUMS		0010-2186 Optional Life Insurance	TK012915	487.33 DEC 14		00086452	01/29/2015
MW OH	RELiance STANDARD LIFE DEC LIFE INSURANCE PREMIUMS		395000-4725 ISF Life Ins Reimbursements	TK012915	1,726.76 DEC 14		00086452	01/29/2015
MW OH	RELiance STANDARD LIFE NOV LIFE INSURANCE PREMIUMS		395000-4730 ISF LTD Ins Reimbursements	TK012915	3,234.08 NOV 14		00086452	01/29/2015
MW OH	RELiance STANDARD LIFE NOV LIFE INSURANCE PREMIUMS		395083-5163 Life Insurance Premiums	TK012915	947.49 NOV 14		00086452	01/29/2015
MW OH	RELiance STANDARD LIFE NOV LIFE INSURANCE PREMIUMS		395000-4725 ISF Life Ins Reimbursements	TK012915	1,760.01 NOV 14		00086452	01/29/2015
MW OH	RELiance STANDARD LIFE NOV LIFE INSURANCE PREMIUMS		0010-2186 Optional Life Insurance	TK012915	487.33 NOV 14		00086452	01/29/2015
				Check Total:	12,723.26			
MW OH	RICK HAMM CONSTRUCTION/DEMO BOND		0044-2033 Construction & Demo Deposit	TK012915	100.00 40-14-47		00086453	01/29/2015
				Check Total:	100.00			
MW OH	SAMURAI ACADEMY V009059	WINTER INSTRUCTOR PAYMENT	104071-6060 Instructional Services	TK012915	61.10 WINTER 2015		00086454	01/29/2015

**City of Placentia
Check Register
For 02/10/2015**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	SHRED-IT LOS ANGELES V000905	I/15 DOCUMENT SHRED SVS	374386-6299 Other Purchased Services	TK012915	92.74	9404802093		00086455	01/29/2015
Check Total:					61.10				
MW OH	SIEMENS INDUSTRY INC V008785	NOV EMERGENCY SIGNAL MAINT	0010-1224 AR/City of Fullerton	TK012915	59.63	5620000629	P10413	00086456	01/29/2015
MW OH	SIEMENS INDUSTRY INC V008785	NOV EMERGENCY SIGNAL MAINT	0010-1232 Accts Rec/City of Anaheim	TK012915	59.63	5620000629	P10413	00086456	01/29/2015
MW OH	SIEMENS INDUSTRY INC V008785	NOV EMERGENCY SIGNAL MAINT	103652-6099 Other Professional Services	TK012915	1,543.92	5620000629	P10413	00086456	01/29/2015
MW OH	SIEMENS INDUSTRY INC V008785	NOV EMERGENCY SIGNAL MAINT	0010-1226 AR/City of Yorba Linda	TK012915	52.32	5620000629	P10413	00086456	01/29/2015
MW OH	SIEMENS INDUSTRY INC V008785	NOV ROUTINE SIGNAL MAINT	103652-6099 Other Professional Services	TK012915	4,170.27	5610007282	P10414	00086456	01/29/2015
MW OH	SIEMENS INDUSTRY INC V008785	NOV ROUTINE SIGNAL MAINT	0010-1224 AR/City of Fullerton	TK012915	176.80	5610007282	P10414	00086456	01/29/2015
MW OH	SIEMENS INDUSTRY INC V008785	NOV ROUTINE SIGNAL MAINT	0010-1228 AR/County of Orange	TK012915	28.05	5610007282	P10414	00086456	01/29/2015
MW OH	SIEMENS INDUSTRY INC V008785	NOV ROUTINE SIGNAL MAINT	0010-1226 AR/City of Yorba Linda	TK012915	127.50	5610007282	P10414	00086456	01/29/2015
MW OH	SIEMENS INDUSTRY INC V008785	NOV ROUTINE SIGNAL MAINT	0010-1232 Accts Rec/City of Anaheim	TK012915	182.38	5610007282	P10414	00086456	01/29/2015
Check Total:					6,400.50				
MW OH	SMITH, DONNA V001269	WINTER INSTRUCTOR PAYMENT	104070-6060 Instructional Services	TK012915	943.80	WINTER 2015		00086457	01/29/2015
MW OH	SOUTH BAY REGIONAL V005154	FTO REG-RADOMSKI	103041-6250 Staff Training	TK012915	115.00	215241		00086458	01/29/2015
Check Total:					115.00				

**City of Placentia
Check Register
For 02/10/2015**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	SOUTHERN CALIFORNIA V000910	DEC-JAN ELECTRICAL CHARGES	109595-6330 / 61139-6330 Electricity	TK012915	655.51	012715		00086459	01/29/2015
MW OH	SOUTHERN CALIFORNIA V000910	DEC-JAN ELECTRICAL CHARGES	0010-1226 AR/City of Yorba Linda	TK012915	129.71	012715		00086459	01/29/2015
MW OH	SOUTHERN CALIFORNIA V000910	DEC-JAN ELECTRICAL CHARGES	0010-1228 AR/County of Orange	TK012915	16.63	012715		00086459	01/29/2015
MW OH	SOUTHERN CALIFORNIA V000910	DEC-JAN ELECTRICAL CHARGES	109595-6330 Electricity	TK012915	8,691.21	012715		00086459	01/29/2015
MW OH	SOUTHERN CALIFORNIA V000910	DEC-JAN ELECTRICAL CHARGES	296561-6330 Electricity	TK012915	180.17	012715		00086459	01/29/2015
					Check Total:	9,673.23			
MW OH	SOUTHERN CALIFORNIA V001001	INSTALL PARKING LOT LIGHTING	333552-6185 / 61132-6185 Construction Services	TK012915	7,002.61	192470	P10523	00086460	01/29/2015
					Check Total:	7,002.61			
MW OH	SPARKLETT'S V000967	JAN WATER DELIVERY	109595-6301 Special Department Supplies	TK012915	54.34	4106122 011715		00086461	01/29/2015
					Check Total:	54.34			
MW OH	STATE OF CALIFORNIA V000239	STORAGE TANK FEES	103658-6301 Special Department Supplies	TK012915	103.89	0002-0278-498		00086462	01/29/2015
MW OH	STATE OF CALIFORNIA V000239	JAN-DEC STORAGE TANK MAINT	103658-6301 Special Department Supplies	TK012915	585.13	52-293-297		00086462	01/29/2015
					Check Total:	689.02			
MW OH	SUNGARD PUBLIC SECTOR V005987	FEB OS-ASP SERVICES	421523-6136 Software Maintenance	TK012915	5,905.08	94152	P10283	00086463	01/29/2015
					Check Total:	5,905.08			
MW OH	THE KARAGINES FAMILY V007073	JAN-MARCH LEASE PAYMENT	103041-6160 Facility Rental	TK012915	16,554.40	012715	P10530	00086464	01/29/2015
					Check Total:	16,554.40			
MW OH	THE PUBLIC GROUP LLC	SEPT CITY CLERK RECORDS MGMT	101513-6299	TK012915	80.00	580468		00086465	01/29/2015

**City of Placentia
Check Register
For 02/10/2015**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V009635		Other Purchased Services						
MW OH	THE PUBLIC GROUP LLC V009635	OCT CITY CLERK RECORDS MGMT	101513-6299 Other Purchased Services	TK012915	80.00	586425		00086465	01/29/2015
MW OH	THE PUBLIC GROUP LLC V009635	NOV CITY CLERK RECORDS MGMT	101513-6299 Other Purchased Services	TK012915	80.00	592470		00086465	01/29/2015
		Check Total:			240.00				
MW OH	TIME WARNER CABLE V004450	2/1-28 FIBER OPTIC LINES	109595-6215 Telephone	TK012915	1,483.99	35200 FEB 15		00086466	01/29/2015
MW OH	TIME WARNER CABLE V004450	1/25-2/24 FIBER OPTIC LINES	109595-6215 Telephone	TK012915	1,190.00	4770 FEB 15		00086466	01/29/2015
MW OH	TIME WARNER CABLE V004450	1/22-2/21 CITY HALL CABLE SVS	109595-6215 Telephone	TK012915	393.50	52862 FEB 15		00086466	01/29/2015
		Check Total:			3,067.49				
MW OH	TODD, LARRY V002103	WINTER INSTRUCTOR PAYMENT	104070-6060 Instructional Services	TK012915	1,932.00	WINTER 2015		00086467	01/29/2015
		Check Total:			1,932.00				
MW OH	TOLEDO, MANUEL A V004294	WINTER INSTRUCTOR PAYMENT	104070-6060 Instructional Services	TK012915	1,530.00	WINTER 2015		00086468	01/29/2015
		Check Total:			1,530.00				
MW OH	TRAFFIC MANAGEMENT V008463	PAINT	103652-6301 Special Department Supplies	TK012915	466.07	221849		00086469	01/29/2015
		Check Total:			466.07				
MW OH	TRUDELL, KRISTEN V009636	CLASS REFUND	100000-4340 / 79348-4340 Recreation Programs	TK012915	59.00	2000476.002		00086470	01/29/2015
		Check Total:			59.00				
MW OH	TURBO DATA SYSTEMS INC V001238	DEC PARKING CITATION PROCESSING	03047-6099 Other Professional Services	TK012915	1,666.98	22273	P10315	00086471	01/29/2015
		Check Total:			1,666.98				
MW OH	UNLIMITED	RETENTION PAYABLE	0033-2046	TK012915	-3,456.00	14-553-4		00086472	01/29/2015

City of Placentia
Check Register
For 02/10/2015

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V009586		Retentions Payable						
MW OH	UNLIMITED V009586	DEMO PACKING HOUSE	333552-6185 / 61133-6185 Construction Services	TK012915	69,120.00	14-553-4	P10491	00086472	01/29/2015
			Check Total:		65,664.00				
MW OH	US BANK PARS #6746022400 V008781	PARS/ARS P/E 1/17 PD 1/23	0010-2126 Employee PARS/ARS W/H	TK012915	1,338.56	12215J		00086473	01/29/2015
MW OH	US BANK PARS #6746022400 V008781	PARS/ARS P/E 1/17 PD 1/23	0010-2131 Employer PARS/ARS Payable	TK012915	1,338.56	12215J		00086473	01/29/2015
			Check Total:		2,677.12				
MW OH	WAHL, KATHI V003944	WINTER INSTRUCTOR PAYMENT	104070-6060 Instructional Services	TK012915	108.00	WINTER 2015		00086474	01/29/2015
			Check Total:		108.00				
MW OH	WEST COAST ARBORISTS INC/2/6-31 V001124	PARKS TREE MAINT	103655-6116 Tree Maintenance	TK012915	912.00	102586	P10393	00086475	01/29/2015
			Check Total:		912.00				
MW OH	WESTMINSTER PRESS V001125	SPRING QUARTERLY PRINTING	104070-6230 Printing & Binding	TK012915	4,728.48	0029469-IN	P10303	00086476	01/29/2015
			Check Total:		4,728.48				
MW OH	YOGA BODY & SOUL V009164	WINTER INSTRUCTOR PAYMENT	104071-6060 Instructional Services	TK012915	200.20	WINTER 2015		00086477	01/29/2015
			Check Total:		200.20				
MW OH	YORBA LINDA WATER V001148	DEC-JAN WATER CHARGES	109595-6335 Water	TK012915	358.45	011915		00086478	01/29/2015
			Check Total:		358.45				
MW IP	REPUBLIC WASTE SERVICES/DEC REFUSE COLLECTION SVS V007205		374386-6101 Disposal	ITK0202	210,251.16	676-002073364	P10426	00086479	02/02/2015
			Check Total:		210,251.16				
MW IP	MANAGED MOBILE INC V009496	VEHICLE MAINTENANCE	103658-6290 Dept. Contract Services	ITK0204	340.88	66833	P10376	00086480	02/04/2015
			Check Total:		340.88				

**City of Placentia
Check Register
For 02/10/2015**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW IP	MANAGED MOBILE INC V009496	VEHICLE MAINTENANCE	103658-6290 Dept. Contract Services	ITK0204	1,464.26	66863	P10376	00086480	02/04/2015
MW IP	MANAGED MOBILE INC V009496	VEHICLE MAINTENANCE	103658-6290 Dept. Contract Services	ITK0204	352.16	66878	P10376	00086480	02/04/2015
MW IP	MANAGED MOBILE INC V009496	VEHICLE MAINTENANCE	103658-6290 Dept. Contract Services	ITK0204	334.37	66917	P10376	00086480	02/04/2015
MW IP	MANAGED MOBILE INC V009496	VEHICLE MAINTENANCE	103658-6290 Dept. Contract Services	ITK0204	2,880.95	66982	P10376	00086480	02/04/2015
MW IP	MANAGED MOBILE INC V009496	VEHICLE MAINTENANCE	103658-6290 Dept. Contract Services	ITK0204	166.68	67159	P10376	00086480	02/04/2015
MW IP	MANAGED MOBILE INC V009496	VEHICLE MAINTENANCE	103658-6290 Dept. Contract Services	ITK0204	351.22	67227	P10376	00086480	02/04/2015
MW IP	MANAGED MOBILE INC V009496	VEHICLE MAINTENANCE	103658-6290 Dept. Contract Services	ITK0204	2,197.08	67263	P10376	00086480	02/04/2015
				Check Total:	8,087.60				
MW OH	ALL CITY MANAGEMENT V000005	1/4-17 CROSSING GUARD SVS	103047-6099 Other Professional Services	TK020515	2,777.25	37815	P10505	00086481	02/05/2015
MW OH	ALL CITY MANAGEMENT V000005	1/4-17 CROSSING GUARD SVS	103047-6099 / 50116-6099 Other Professional Services	TK020515	6,109.95	37815	P10505	00086481	02/05/2015
				Check Total:	8,887.20				
MW OH	AT & T V006635	PLACENTIA PUMP STATION PHONE	109595-6215 / 61138-6215 Telephone	TK020515	74.24	011815		00086482	02/05/2015
				Check Total:	74.24				
MW OH	AT & T V008736	1/20-2/19 INTERNET CHARGES	109595-6215 Telephone	TK020515	55.00	JANUARY 15		00086483	02/05/2015
				Check Total:	55.00				
MW OH	AT&T V004144	DEC-JAN PHONE CHARGES	109595-6215 Telephone	TK020515	1,530.95	012515		00086484	02/05/2015
MW OH	AT&T	DEC-JAN PHONE CHARGES	296561-6215	TK020515	488.78	012515		00086484	02/05/2015

City of Placentia
Check Register
For 02/10/2015

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V0004144		Telephone						
MW OH	BEE MAN, THE V000117	BEE REMOVAL SERVICES	103655-6130 Repair & Maint/Facilities	TK020515	175.00	84341		00086485	02/05/2015
				Check Total:	2,019.73				
MW OH	CALPERS V003986	7/1-6/30 SURVIVOR BENEFITS	101512-6099 Other Professional Services	TK020515	420.00	10000001445116		00086486	02/05/2015
MW OH	CALPERS V003986	7/1-6/30 SURVIVOR BENEFITS	101512-6099 Other Professional Services	TK020515	2,640.00	10000001445116		00086486	02/05/2015
MW OH	CALPERS V003986	7/1-6/30 SURVIVOR BENEFITS	101512-6099 Other Professional Services	TK020515	3,000.00	10000001445138		00086486	02/05/2015
MW OH	CALPERS V003986	7/1-6/30 SURVIVOR BENEFITS	101512-6099 Other Professional Services	TK020515	240.00	10000001445274		00086486	02/05/2015
MW OH	CALPERS V003986	7/1-6/30 SURVIVOR BENEFITS	101512-6099 Other Professional Services	TK020515	180.00	10000001445276		00086486	02/05/2015
				Check Total:	6,480.00				
MW OH	CARDENAS, JOEL V002648	FEBRUARY MONTHLY EXPENSES	103650-5001 Salaries/Full-Time Regular	TK020515	50.00	FEBRUARY 15		00086487	02/05/2015
MW OH	CHI CONSTRUCTION V009578	RETENTION PAYABLE	330000-2046 Retentions Payable	TK020515	-1,257.58	738		00086488	02/05/2015
MW OH	CHI CONSTRUCTION V009578	CONSTRUCTION PROGRESS PMT #3	333552-6185 / 61132-6185 Construction Services	TK020515	25,152.52	738	P10485	00086488	02/05/2015
				Check Total:	23,894.94				
MW OH	CLEARVIEW HOME ENERGY V009641	BUSINESS LICENSE REFUND	100000-4101 Gross Receipts	TK020515	386.30	2215A		00086489	02/05/2015
MW OH	CLEARVIEW HOME ENERGY V009641	BUSINESS LICENSE REFUND	0044-2032 SB 1186 BL State Fee	TK020515	1.00	2215A		00086489	02/05/2015
				Check Total:	387.30				

City of Placentia
Check Register
For 02/10/2015

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	COMMERCIAL AQUATIC V005203	JAN WHITTEN POOL CHEMICALS	103554-6130 Repair & Maint/Facilities	TK020515	409.86	I15-0076		00086490	02/05/2015
			Check Total:		409.86				
MW OH	COUNTY OF ORANGE V007152	JAN-MARCH 800MHZ COST SHARING	103043-6137 Repair Maint/Equipment	TK020515	6,074.25	SC08460	P10325	00086491	02/05/2015
			Check Total:		6,074.25				
MW OH	COUNTY OF ORANGE V007152	OCT-DEC 800MHZ FLAT RATE	103043-6137 Repair Maint/Equipment	TK020515	5,065.44	SC08417	P10487	00086492	02/05/2015
			Check Total:		5,065.44				
MW OH	COUNTY OF ORANGE V008881	JAN OCATS PHONE SERVICES	103043-6299 Other Purchased Services	TK020515	784.00	SH38653	P10401	00086493	02/05/2015
			Check Total:		784.00				
MW OH	CPS HR CONSULTING V008464	PD TESTING SERVICES	101512-6099 Other Professional Services	TK020515	423.50	SOP38491		00086494	02/05/2015
			Check Total:		423.50				
MW OH	DE DAVIS, BLANCA V009642	DEPOSIT REFUND-BACKS	100000-4385 Facility Rental	TK020515	150.00	2000489.002		00086495	02/05/2015
			Check Total:		150.00				
MW OH	DE LA PAZ, SHARLYN V009396	FEBRUARY MONTHLY EXPENSES	103040-5001 Salaries/Full-Time Regular	TK020515	50.00	FEBRUARY 15		00086496	02/05/2015
			Check Total:		50.00				
MW OH	DE LA TORRE, EDUARDO V003527	FEBRUARY MONTHLY EXPENSES	101511-5001 Salaries/Full-Time Regular	TK020515	5.00	FEBRUARY 15		00086497	02/05/2015
			Check Total:		5.00				
MW OH	DE LA TORRE, EDUARDO V003527	FEBRUARY MONTHLY EXPENSES	101514-5001 Salaries/Full-Time Regular	TK020515	20.00	FEBRUARY 15		00086497	02/05/2015
			Check Total:		20.00				
MW OH	DE LA TORRE, EDUARDO V003527	FEBRUARY MONTHLY EXPENSES	374386-5001 Salaries/Full-Time Regular	TK020515	25.00	FEBRUARY 15		00086497	02/05/2015
			Check Total:		25.00				
MW OH	DEPARTMENT OF	FY 14/15 WORKERS COMP SVS	404580-5165	TK020515	12,586.26	OSIP 60580		00086498	02/05/2015
			Check Total:		50.00				

**City of Placentia
Check Register
For 02/10/2015**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V009290		Workers' Compensation Claims						
MW OH	DOMINGO, ABIGAIL V009643	CLASS REFUND	100000-4340 / 79348-4340 Recreation Programs	TK020515	12,586.26	2000482.002		00086499	02/05/2015
			Check Total:		93.00				
MW OH	DOWNNEY SIGNS & BANNERS V009640	FARMERS MARKET STREET BANNER	01572-6301 / 70014-6301 Special Department Supplies	TK020515	2,030.25	1882	P10533	00086500	02/05/2015
			Check Total:		2,030.25				
MW OH	EMPIRE MEDIA V005067	JAN MEDIA SERVICES	441573-6099 Other Professional Services	TK020515	3,225.00	PLA-15-001	P10351	00086501	02/05/2015
			Check Total:		3,225.00				
MW OH	EVERBANK COMMERCIAL V009592	FEB PRINT MANAGEMENT SVS	109595-6230 Printing & Binding	TK020515	2,621.52	3030133	P10499	00086502	02/05/2015
			Check Total:		2,621.52				
MW OH	FILLERS, JACOB V009181	PD TRAINING-MILEAGE	103041-6250 Staff Training	TK020515	22.08	6210		00086503	02/05/2015
			Check Total:		22.08				
MW OH	GOLDEN STAR TECHNOLOGY V009410	FIREWALL INSTALLATION	421523-6290 Dept. Contract Services	TK020515	2,302.19	JAI110036		00086504	02/05/2015
MW OH	GOLDEN STAR TECHNOLOGY V009410	COUNCIL CHAMBER LAPTOPS	421523-6840 Machinery & Equipment	TK020515	2,805.38	JAI110141	P10500	00086504	02/05/2015
MW OH	GOLDEN STAR TECHNOLOGY V009410	PHONE SYSTEM SERVER BACK-UP	421523-6136 Software Maintenance	TK020515	8,911.29	JAI110155	P10521	00086504	02/05/2015
			Check Total:		14,018.86				
MW OH	GOLDEN STATE WATER V000928	DEC-JAN WATER CHARGES	109595-6335 Water	TK020515	9,148.48	013015		00086505	02/05/2015
MW OH	GOLDEN STATE WATER V000928	DEC-JAN WATER CHARGES	109595-6335 / 61139-6335 Water	TK020515	322.48	013015		00086505	02/05/2015
MW OH	GOLDEN STATE WATER	DEC-JAN WATER CHARGES	296561-6335	TK020515	12,263.78	013015		00086505	02/05/2015

**City of Placentia
Check Register
For 02/10/2015**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
	V000928		Water					
MW OH	HASKELL & WHITE LLP V007823	1/20 COUNCIL MTG ATTENDENCE	102020-6010 Accounting & Auditing Service	Check Total: TK020515	21,734.74 1,565.90 72615		00086506	02/05/2015
MW OH	HASKELL & WHITE LLP V007823	CAFR COMPLETION SVS	102020-6010 Accounting & Auditing Service	TK020515	4,000.00 72616		00086506	02/05/2015
				Check Total:	5,565.90			
MW OH	HENDRICKSON, ERIC V007376	FEBRUARY MONTHLY EXPENSES	102020-6010 Accounting & Auditing Service	TK020515	50.00 FEBRUARY 15		00086507	02/05/2015
MW OH	HI-WAY SAFETY RENTALS V000459	STREET SIGNS	103652-6310 Street Signs	Check Total: TK020515	50.00 766.26 21987		00086508	02/05/2015
MW OH	HUNZIKER, JEFF V008131	PD TRAINING-MILEAGE	103041-6250 Staff Training	Check Total: TK020515	766.26 22.08 020315		00086509	02/05/2015
				Check Total:	22.08			
MW OH	HUTCHINSON, MIKE V009644	CONST/DEMO BOND REFUND	0044-2033 Construction & Demo Deposit	Check Total: TK020515	250.00 250.00 40-14-10		00086510	02/05/2015
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	Check Total: TK020515	250.00 495.82 2185012-00		00086511	02/05/2015
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	TK020515	34.83 2186426-00		00086511	02/05/2015
				Check Total:	530.65			
MW OH	INTERNAL CONTROL V000504	JAN PRE-EMPLOYMENT TEST	103040-6099 Other Professional Services	TK020515	1,000.00 10693		00086512	02/05/2015
MW OH	KEY GOVERNMENT FINANCEEB PHONE SYSTEM LEASE V007864		333523-6840 / 30016-6840 Machinery & Equipment	Check Total: TK020515	1,000.00 3,000.92 153495001503	P10273	00086513	02/05/2015

City of Placentia
Check Register
For 02/10/2015

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	3,000.92				
MW OH	LE-NGUYEN, MAGGIE V007345	FEBRUARY MONTHLY EXPENSES	101511-5001 Salaries/Full-Time Regular	TK020515	35.00	FEBRUARY 15		00086514	02/05/2015
MW OH	LE-NGUYEN, MAGGIE V007345	FEBRUARY MONTHLY EXPENSES	102534-5001 Salaries/Full-Time Regular	TK020515	10.00	FEBRUARY 15		00086514	02/05/2015
MW OH	LE-NGUYEN, MAGGIE V007345	FEBRUARY MONTHLY EXPENSES	103650-5001 Salaries/Full-Time Regular	TK020515	5.00	FEBRUARY 15		00086514	02/05/2015
				Check Total:	50.00				
MW OH	LEAGUE OF CALIFORNIA V000573	ANNUAL MEMBERSHIP DUES	101001-6255 Dues & Memberships	TK020515	16,841.73	147746	P10529	00086515	02/05/2015
MW OH	LIEBERT CASSIDY V000597	PROFESSIONAL SVS	101512-6099 Other Professional Services	TK020515	53.00	1395530		00086516	02/05/2015
				Check Total:	53.00				
MW OH	LITTLE-BERZINS, SHANNON V009645	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	TK020515	100.00	30-14-105		00086517	02/05/2015
				Check Total:	100.00				
MW OH	LUNAR, JORGE V009646	DEPOSIT REFUND-WHITTEN	100000-4385 Facility Rental	TK020515	100.00	2000491.002		00086518	02/05/2015
				Check Total:	100.00				
MW OH	MARIPOSA LANDSCAPES V000647	INDEC LANDSCAPE MAINT-LMD	296561-6115 Landscaping	TK020515	8,724.38	66965	P10479	00086519	02/05/2015
MW OH	MARIPOSA LANDSCAPES V000647	INDEC LANDSCAPE MAINT	103655-6115 Landscaping	TK020515	37,153.36	66966	P10479	00086519	02/05/2015
MW OH	MARIPOSA LANDSCAPES V000647	INCAN LANDSCAPE MAINT	103655-6115 Landscaping	TK020515	37,153.36	67400	P10479	00086519	02/05/2015
MW OH	MARIPOSA LANDSCAPES V000647	INCAN LANDSCAPE MAINT-LMD	296561-6115 Landscaping	TK020515	8,724.38	67401	P10479	00086519	02/05/2015
				Check Total:	91,755.48				

City of Placentia
Check Register
For 02/10/2015

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	MCCONAHA, MICHAEL V002517	FEBRUARY MONTHLY EXPENSES	103550-5001 Salaries/Full-Time Regular	TK020515	50.00	FEBRUARY 15		00086520	02/05/2015
			Check Total:		50.00				
MW OH	MORENO, RANDY V009647	DEPOSIT REFUND-AGUIRRE BLDG	100000-4385 Facility Rental	TK020515	100.00	2000488.002		00086521	02/05/2015
			Check Total:		100.00				
MW OH	NATURE'S SELECT V008316	K9 DOG FOOD	103041-6301 Special Department Supplies	TK020515	37.83	136703		00086522	02/05/2015
MW OH	NATURE'S SELECT V008316	K9 DOG FOOD	103041-6301 Special Department Supplies	TK020515	173.98	137007		00086522	02/05/2015
			Check Total:		211.81				
MW OH	NGUYEN, MICHAEL V005291	FEBRUARY MONTHLY EXPENSES	102021-5001 Salaries/Full-Time Regular	TK020515	50.00	FEBRUARY 15		00086523	02/05/2015
			Check Total:		50.00				
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103550-6315 Office Supplies	TK020515	28.07	0481901		00086524	02/05/2015
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102020-6315 Office Supplies	TK020515	97.59	0482911		00086524	02/05/2015
			Check Total:		125.66				
MW OH	ORTEGA, JEANETTE V007724	FEBRUARY MONTHLY EXPENSES	101572-5001 Salaries/Full-Time Regular	TK020515	50.00	FEBRUARY 15		00086525	02/05/2015
			Check Total:		50.00				
MW OH	R H F INC V003206	BATTERIES FOR PD	103047-6301 Special Department Supplies	TK020515	931.50	68035		00086526	02/05/2015
			Check Total:		931.50				
MW OH	SCIENTIA CONSULTING V005617	FEB MDC MAINTENANCE	103043-6099 Other Professional Services	TK020515	1,254.00	7457	P10362	00086527	02/05/2015
			Check Total:		1,254.00				
MW OH	SOUTH COAST AQMD	ICE OPERATING FEES	103554-6257	TK020515	331.81	2783283		00086528	02/05/2015
			Check Total:		331.81				

**City of Placentia
Check Register
For 02/10/2015**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V001190		Licenses & Permits						
MW OH	SOUTH COAST AQMD V001190	YEARLY EMISSIONS FEES	103554-6257 Licenses & Permits	TK020515	119.76	2784475		00086528	02/05/2015
			Check Total:		451.57				
MW OH	SOUTHERN CALIFORNIA V000910	DEC-JAN ELECTRICAL CHARGES	109595-6330 / 61138-6330 Electricity	TK020515	384.27	013115		00086529	02/05/2015
MW OH	SOUTHERN CALIFORNIA V000910	DEC-JAN ELECTRICAL CHARGES	109595-6330 Electricity	TK020515	12,288.42	013115		00086529	02/05/2015
MW OH	SOUTHERN CALIFORNIA V000910	DEC-JAN ELECTRICAL CHARGES	0010-1232 Accts Rec/City of Anaheim	TK020515	22.93	013115		00086529	02/05/2015
MW OH	SOUTHERN CALIFORNIA V000910	DEC-JAN ELECTRICAL CHARGES	296561-6330 Electricity	TK020515	105.56	013115		00086529	02/05/2015
MW OH	SOUTHERN CALIFORNIA V000910	DEC-JAN ELECTRICAL CHARGES	0010-1224 AR/City of Fullerton	TK020515	149.31	013115		00086529	02/05/2015
MW OH	SOUTHERN CALIFORNIA V000910	DEC-JAN ELECTRICAL CHARGES	0010-1220 Accts Rec/Plac Library Dist	TK020515	3,708.42	013115		00086529	02/05/2015
			Check Total:		16,658.91				
MW OH	SPRINT V006533	12/26-1/25 PD PHONE RELAY SVS	109595-6215 Telephone	TK020515	37.99	313574471-039		00086530	02/05/2015
			Check Total:		37.99				
MW OH	SUNGARD PUBLIC SECTOR V005987	FORM RECONFIGURATION	421523-6136 Software Maintenance	TK020515	400.00	95015		00086531	02/05/2015
			Check Total:		400.00				
MW OH	SUNGARD PUBLIC SECTOR V008784	AGENCY MEMBERSHIP	102020-6255 Dues & Memberships	TK020515	195.00	PLACENT2015-2		00086532	02/05/2015
			Check Total:		195.00				
MW OH	THOMSON REUTERS - WEST V009649	DEC PD DATABASE RETRIEVAL	103042-6299 / 50055-6250 Other Purchased Services	TK020515	159.60	1003471667		00086533	02/05/2015
			Check Total:		159.60				

**City of Placentia
Check Register
For 02/10/2015**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	TRAFFIC MANAGEMENT V008463	PAINT	103652-6301 Special Department Supplies	TK020515	466.07	222825		00086534	02/05/2015
MW OH	TRANSUNION RISK & V009317	JAN DATABASE TRANSACTIONS	103042-6299 Other Purchased Services	Check Total: TK020515	466.07				
MW OH	VACCARO, FRANK V004321	OFFICIATING FEES	104071-6275 / 79376-6275 Officiating	Check Total: TK020515	114.50	020115		00086535	02/05/2015
MW OH	VERA, SANDRA V009293	FEBRUARY MONTHLY EXPENSES	101512-5001 Salaries/Full-Time Regular	Check Total: TK020515	1,392.00	012115	FEBRUARY 15	00086536	02/05/2015
MW OH	VERIZON WIRELESS V008735	12/21-1/20 PD AIRCARD CHARGES	109595-6215 Telephone	Check Total: TK020515	50.00	9739205719		00086538	02/05/2015
MW OH	VERIZON WIRELESS V008735	12/21-1/20 DEV SVS IPAD CHARGE	109595-6215 Telephone	Check Total: TK020515	1,129.87	9739212050		00086538	02/05/2015
MW OH	WESTERN TRANSIT V008280	DEC SR TRANSPORTATION SVS	504071-6401 Community Programs	Check Total: TK020515	1,167.88	2.2309	P10457	00086539	02/05/2015
MW OH	WEX BANK V007269	PD FLEET GASOLINE	103658-6345 Gasoline & Diesel Fuel	Check Total: TK020515	2,895.76	39584434	P10335	00086540	02/05/2015
MW OH	CALIFORNIA STATE V004813	P/E 1/31/15 PD 2/6/15	0010-2196 Garnishments W/H	Check Total: PY15003	975.96	2700/1501003		00086541	02/09/2015
MW OH	CALPERS LONG-TERM CARE/P/E V000845	1/31/15 PD 2/6/15	0010-2160 PERS Long Term Care	Check Total: PY15003	461.53	2630/1501003		00086542	02/09/2015
				Check Total:	22.10				

**City of Placentia
Check Register
For 02/10/2015**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	GREAT WEST V006983	P/E 1/31/15 PD 2/6/15	0010-2172 Deferred Comp Pay. - Gr West	PY15003	696.82	2607/1501003		00086543	02/09/2015
MW OH	GREAT WEST V006983	P/E 1/31/15 PD 2/6/15	0029-2172 Deferred Comp Pay. - Gr West	PY15003	9.94	2607/1501003		00086543	02/09/2015
MW OH	GREAT WEST V006983	P/E 1/31/15 PD 2/6/15	0048-2172 Deferred Comp Pay. - Gr West	PY15003	21.12	2607/1501003		00086543	02/09/2015
Check Total:					727.88				
MW OH	ORANGE COUNTY V000699	P/E 1/31/15 PD 2/6/15	0048-2176 PCEA/OCEA Assoc Dues	PY15003	18.74	2610/1501003		00086544	02/09/2015
MW OH	ORANGE COUNTY V000699	P/E 1/31/15 PD 2/6/15	0037-2176 PCEA/OCEA Assoc Dues	PY15003	5.73	2610/1501003		00086544	02/09/2015
MW OH	ORANGE COUNTY V000699	P/E 1/31/15 PD 2/6/15	0010-2176 PCEA/OCEA Assoc Dues	PY15003	284.34	2610/1501003		00086544	02/09/2015
MW OH	ORANGE COUNTY V000699	P/E 1/31/15 PD 2/6/15	0029-2176 PCEA/OCEA Assoc Dues	PY15003	8.65	2610/1501003		00086544	02/09/2015
Check Total:					317.46				
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 1/31/15 PD 2/6/15	0048-2176 PCEA/OCEA Assoc Dues	PY15003	1.95	2615/1501003		00086545	02/09/2015
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 1/31/15 PD 2/6/15	0029-2176 PCEA/OCEA Assoc Dues	PY15003	0.90	2615/1501003		00086545	02/09/2015
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 1/31/15 PD 2/6/15	0037-2176 PCEA/OCEA Assoc Dues	PY15003	0.59	2615/1501003		00086545	02/09/2015
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 1/31/15 PD 2/6/15	0010-2176 PCEA/OCEA Assoc Dues	PY15003	29.56	2615/1501003		00086545	02/09/2015
Check Total:					33.00				
MW OH	PLACENTIA POLICE V000839	P/E 1/31/15 PD 2/6/15	0010-2180 Police Mgmt Assn Dues	PY15003	910.48	2625/1501003		00086546	02/09/2015
MW OH	PLACENTIA POLICE	P/E 1/31/15 PD 2/6/15	0010-2178	PY15003	2,992.33	2620/1501003		00086547	02/09/2015
Check Total:					910.48				

City of Placentia
Check Register
For 02/10/2015

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V003519		Placentia Police Assoc Dues						
				Check Total:	2,992.33				
MW OH	VANTAGEPOINT TRANSFER P/E 1/31/15 PD 2/6/15 V007191		0029-2170 Deferred Comp Payable - ICMA	PY15003	19.17	2606/1501003		00086548	02/09/2015
MW OH	VANTAGEPOINT TRANSFER P/E 1/31/15 PD 2/6/15 V007191		0037-2170 Deferred Comp Payable - ICMA	PY15003	18.90	2606/1501003		00086548	02/09/2015
MW OH	VANTAGEPOINT TRANSFER P/E 1/31/15 PD 2/6/15 V007191		0048-2170 Deferred Comp Payable - ICMA	PY15003	28.77	2606/1501003		00086548	02/09/2015
MW OH	VANTAGEPOINT TRANSFER P/E 1/31/15 PD 2/6/15 V007191		0010-2170 Deferred Comp Payable - ICMA	PY15003	1,172.24	2606/1501003		00086548	02/09/2015
				Check Total:	1,239.08				
				Type Total:	776,789.94				
				Check Total:	776,789.94				

City of Placentia
Check Register
For 02/10/2015

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
EP	ICMA RETIREMENT TRUST V000496	P/E 1/31/15 PD 2/6/15	0029-2170 Deferred Comp Payable - ICMA	PY15003	77.62	2995/1501003		00006700	02/09/2015
EP	ICMA RETIREMENT TRUST V000496	P/E 1/31/15 PD 2/6/15	0010-2170 Deferred Comp Payable - ICMA	PY15003	9,271.07	2995/1501003		00006700	02/09/2015
EP	ICMA RETIREMENT TRUST V000496	P/E 1/31/15 PD 2/6/15	0048-2170 Deferred Comp Payable - ICMA	PY15003	146.87	2995/1501003		00006700	02/09/2015
EP	ICMA RETIREMENT TRUST V000496	P/E 1/31/15 PD 2/6/15	0033-2170 Deferred Comp Payable - ICMA	PY15003	3.75	2995/1501003		00006700	02/09/2015
EP	ICMA RETIREMENT TRUST V000496	P/E 1/31/15 PD 2/6/15	0037-2170 Deferred Comp Payable - ICMA	PY15003	151.26	2995/1501003		00006700	02/09/2015

Check Total: 9,650.57
Type Total: 9,650.57
Check Total: 9,650.57



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: ACTING CITY ADMINISTRATOR

FROM: PUBLIC WORKS MANAGER

DATE: FEBRUARY 17, 2015

SUBJECT: **APPROVAL OF FINAL MAP OF TRACT 17145, INCLUDING A CONDITIONAL ACCEPTANCE OF THE OFFERS OF DEDICATION, APPROVAL OF THE SUBDIVISION IMPROVEMENT AGREEMENT, AND ACCEPTANCE OF THE SUBDIVISION IMPROVEMENT BONDS**

FISCAL
IMPACT: NONE

SUMMARY:

At its regular meeting of March 18, 2014, the City Council adopted Resolution No. R-2014-15, approving Vesting Tentative Tract Map 17145 and setting forth the conditions of that approval. Staff has reviewed the Final Map of Tract 17145 and finds that it is in substantial conformance with the approved Tentative Map. The Final Map along with the acceptance of the offers of dedication, and approval of the Subdivision Improvement Agreement are now ready for the City Council's approval. The City Attorney has reviewed and approved the Subdivision Improvement Agreement and the Subdivision Improvement Bonds.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Approve the Final Map of Tract 17145, subject to review and approval by the County Surveyor, and conditionally accept the offers of dedication shown thereon; and
2. Authorize the City Clerk to sign the Final Map; and
3. Approve the Subdivision Improvement Agreement, and authorize the Mayor and City Clerk to execute the same in a form approved by the City Attorney; and
4. Accept the Subdivision Improvement Bonds (Faithful Performance Bond No. 0187207, issued by Berkley Insurance Company, in the amount of \$ 1,235,986.50, and Labor and Material Bond No. 0187207, issued by Berkley Insurance Company, in the amount of \$ 1,235,986.50), which accompany the Subdivision Improvement Agreement.

1.c.

February 17, 2015

DISCUSSION:

On March 18, 2014, the City Council introduced an ordinance approving a Development Agreement with HQT Corporation for the development of a 78-unit housing subdivision on a 7.82 acre site located at 1128 Kraemer Boulevard. The City Council also adopted Resolution No. R-2014-15, conditionally approving the Vesting Tentative Tract Map. At its regular meeting of April 1, 2014, the City Council adopted Ordinance No. O-2014-06, approving the Development Agreement. The next step in the process is the approval of the Final Map and corresponding Subdivision Improvement Agreement, which addresses the need to complete required infrastructure improvements prior to the filing of the Final Map. Included with the Subdivision Improvement Agreement are surety bonds to assure the completion of those improvements. The bonds and Subdivision Improvement Agreement have been reviewed by City Staff and the City Attorney.

FISCAL IMPACT:

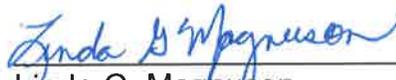
The City will receive all development fees and payments as stipulated in the Development Agreement for the Project.

Submitted by:

Reviewed and approved:



Michael McConaha
Public Works Manager



Linda G. Magnuson
Chief Financial Officer

Reviewed and approved:



Damien R. Arrula
Acting City Administrator

Attachments:

1. Final Map of Tract 17145
2. Subdivision Improvement Agreement
3. Subdivision Improvement Bonds

SHEET 1 OF 4 SHEETS
ALL OF TENTATIVE MAP
OF TRACT NO. 17145
78 NUMBERED LOTS
4 LETTERED LOTS
LOT "A" (PRIVATE STREETS)
LOTS "B" (WATER QUALITY BASIN),
"C" (PARK, OPEN SPACE), & "D" (LANDSCAPE)
7.98 ACRES GRASS
DATE OF SURVEY-DECEMBER 09 2012

TRACT NO. 17145

IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA.

BRING A SUBDIVISION OF PORTIONS OF LOTS 3 AND 4 OF THE CLARIUS TRACT, AS SHOWN ON A MAP RECORDED IN BOOK 29, PAGE 92 OF MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY, CALIFORNIA AND PARCEL 3 OF LOT LINE ADJUSTMENT 2014-01, RECORDED AS INSTRUMENT NO. 2014000485684 IN THE OFFICE OF THE ORANGE COUNTY RECORDER.

KING CIVIL ENGINEERING CORP.
THOMAS A. KING, R.C.E. 16916

ACCEPTED AND FILED AT THE
REQUEST OF

FIRST AMERICAN TITLE INSURANCE CO.

DATE _____ FEE \$ _____

INSTRUMENT NO. _____

BOOK _____ PAGE _____

HUGH NGUYEN

COUNTY CLERK-RECORDER

BY _____
DEPUTY

OWNERSHIP CERTIFICATE

We, the undersigned, being all parties having any record title interest in the land covered by this map, do hereby consent to the preparation and recording of said map, as shown within the distinctive border line.

We hereby dedicate to the City of Placentia:

- 1) An easement for public utility purposes, emergency access and public service vehicle ingress and egress purposes over Lot "A" (private streets) and Lot "C" as shown on this map.

We also hereby release and relinquish to the City of Placentia:

- 1) All vehicular access rights to Kraemer Boulevard except at approved access location, (Lot "A", Private Street).
- 2) The 3.00 foot public utility easement adjacent to Lot "A" as shown on this map.

By: _____
Robert T. Shields, President

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

State of California)
County of _____) ss

On _____ before me, _____ Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in the authorized capacity and that by his signature on the instrument the person or the entity upon behalf of which the instrument is executed, executed the instrument.

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

Witness my hand:

Signature _____ My Principal Place of Business is _____
Notary Public in and for said State in _____ County
(Print Name) My Commission expires _____

SIGNATURE OMISSION NOTICE

The following signatures have been omitted under the provisions of Section 66436, Subsection (a)(3)(A) of the Subdivision Map Act:

1. Anaheim Union Water Company, a corporation, holder of an easement recorded October 4, 1937 in Book 35, Page 106 of Deeds, for pipe lines and incidental purposes
2. Ada B. Daniels, holder of an easement recorded November 21, 1944 in Book 1290, Page 470 of Official Records, for domestic pipe line and incidental purposes. Location cannot be determined.
3. Edward H. Brunenmeier and Cora M. Brunenmeier, husband and wife as joint tenants, holder of an easement recorded March 30, 1954 in Book 2658, Page 472 of Official Records, for use and maintenance of the present domestic water line and irrigation pipe lines and incidental purposes. Location cannot be determined.
4. The Pacific Telephone and Telegraph Company, holder of easement recorded October 20, 1982 in Book 6303, Page 144 of Official Records.
5. The City of Placentia, a municipal corporation, holder of an easement, for road purposes, recorded per map Book 29, Page 92 of Miscellaneous Records of Los Angeles County.

ENGINEER'S STATEMENT

This map was prepared by me in accordance with the requirements of the Subdivision Map Act and local ordinance of the City of Placentia, California. I hereby state that all monuments are of the character and occupy the positions indicated, or that they will be set in such positions within 90 days after acceptance of improvements and that said monuments are sufficient to enable the survey to be retraced. I hereby state this final map substantially conforms to the conditionally approved tentative map.

Thomas A. King Date _____
R.C.E. 16916
Expiration Date: 6/30/2015

CITY ENGINEER'S STATEMENT

I hereby state that I have examined this map and have found it to be substantially in accordance with the tentative map, as filed with, amended and approved by the City Planning Commission, that all provisions of the Subdivision Map Act and City Subdivision Regulations have been complied with and the map is technically correct in all respects not stated to by the County Surveyor.

Dated this _____ day of _____, 2015
(Day) (Month)

Charles J. Verbits
R.C.E. NO. 32297
Expiration Date: 12/31/2016
City Engineer of Placentia

COUNTY SURVEYOR'S STATEMENT

I hereby state that I have examined the map and have found that all mapping provisions of the Subdivision Map Act have been complied with and I am satisfied said map is technically correct relative to the tract map boundary.

Dated this _____ day of _____, 2015
(Day) (Month)

Kevin R. Hills, County Surveyor
L.S. 6617, Expiration date: 12-31-15

By: Craig S. Wehrman, Chief Deputy Surveyor

CITY CLERK'S CERTIFICATE

State of California)
City of Placentia) ss
County of Orange)

I hereby certify that this map was presented for approval to the City Council of the City of Placentia at a regular meeting thereof held on the _____ day of _____, 2015, and that the City Council did, by an order duly passed and entered, approve said map and did accept on behalf of the public, subject to improvements, the dedication for street purposes of Kraemer Boulevard.

And did also accept on behalf of the City of Placentia:

1. The vehicle access rights to Kraemer Boulevard as released and relinquished.
2. The easement for public utility purposes, emergency access and public service vehicle ingress and egress purposes over Lots "A" (The private streets) and Lot "C" as dedicated.
3. The 3.00 foot public utility easement as dedicated.

And did also approve subject map pursuant to the provisions of Section 66436 (a)(3)(A) of the Subdivision Map Act.

We also hereby abandon, pursuant to Section 66434(d) of the Subdivision Map Act, all public streets within the boundary of this map which were acquired by the County of Orange per the map of the Clarius Tract recorded in Book 29, Page 92 of Miscellaneous Records of Los Angeles County, California and shown on this map.

Dated this _____ day of _____, 2015
(Day) (Month)

Patricia A. Melia
City Clerk of Placentia Deputy

COUNTY TREASURER-TAX COLLECTOR'S CERTIFICATE

State of California)
County of Orange) ss

I hereby certify that according to the records of my office, there are no liens against the land covered by this map or any part thereof for unpaid State, County, municipal or local taxes or special assessments collected as taxes, except taxes or special assessments collected as taxes not yet payable.

And do certify to the Recorder of Orange County that the provisions of the Subdivision Map Act have been complied with regarding deposits to secure payment of taxes or special assessments collected as taxes on the land covered by this map.

Dated this _____ day of _____, 2015
(Day) (Month)

Shan L. Frazier
County Treasurer-Tax Collector Deputy Treasurer-Tax Collector

7.86 ACRES GROSS

SHEET 1 OF 4 SHEETS
 TENTATIVE MAP OF TRACT NO. 17145
 4 LETTERED LOTS
 4 LETTERED LOTS
 "C" PALK OPEN SPACES, "P" LANDSCAPE
 7.86 ACRES GROSS
 50% OF SURVEY DEDICATED OF 2012
 KING CIVIL ENGINEERING CORP.
 THOMAS N. KING, R.C.S., 19916

BASES OF MEASUREMENT:
 SEE SHEET NO. 4
 DATUM STATEMENT:
 SEE SHEET NO. 4
 REFERENCE NOTES:
 SEE SHEET NO. 4

PERMITS AND NOTES:
 SEE SHEET NO. 4
 SEE SHEET NO. 4
 SEE SHEET NO. 4
 SEE SHEET NO. 4

THE CITY OF PLACENTA, COUNTY OF ORANGE, STATE OF CALIFORNIA,
 BEING A SUBDIVISION OF PORTIONS OF LOTS 3 AND 4 OF TRACT CLATS TRACT, AS SHOWN
 ON A MAP RECORDED IN BOOK 29 PAGE 2 OF ANGELES COUNTY RECORDS OF
 LOS ANGELES COUNTY, CALIFORNIA AND PARCELS 1 OF LOT LINE ADJUSTMENT
 INSTRUMENT NO. 2014000405684 IN THE OFFICE OF THE ORANGE
 COUNTY RECORDER.

TRACT NO. 17145

TRACT NO. 7328
 M.M. 283/39-46

TRACT NO. 6382
 M.M. 234/29-30

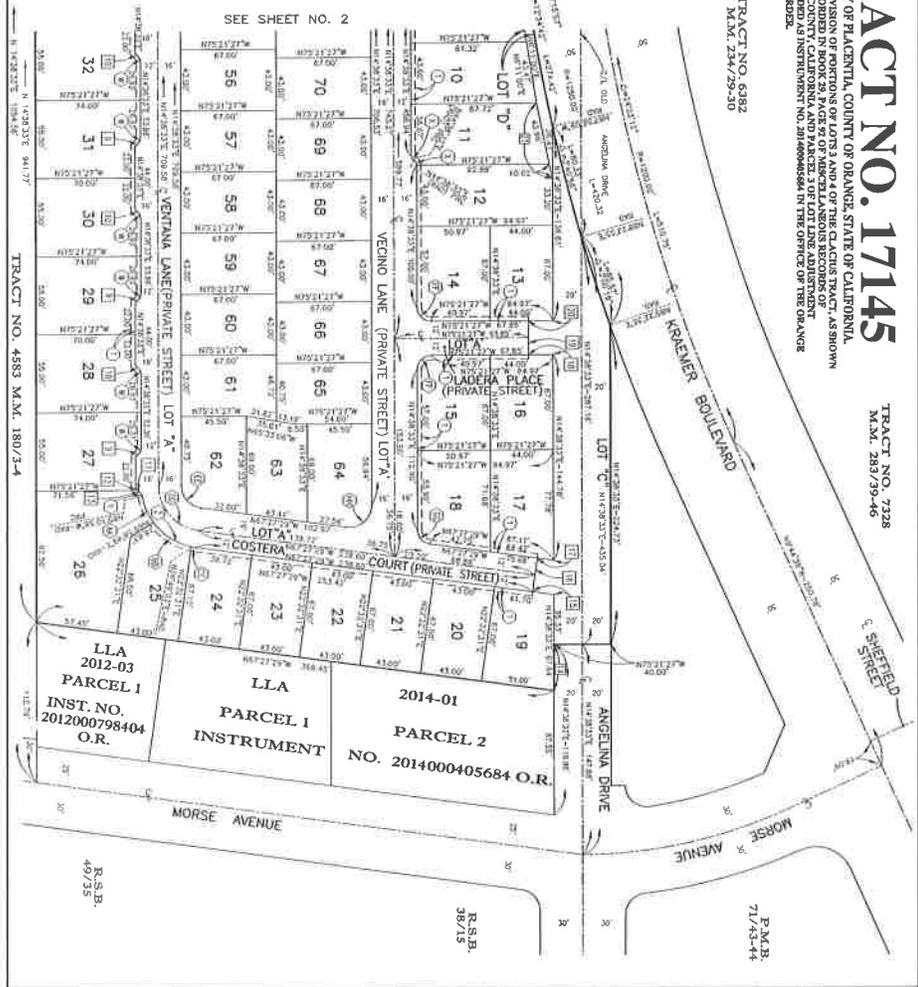


LINE DATA TABLE

LINE NO.	BEARING	DISTANCE
1	N 87°31' E	3.59
2	N 80°12' E	8.80
3	N 87°31' E	3.59
4	N 87°31' E	3.59
5	N 87°31' E	3.59
6	N 87°31' E	3.59
7	N 87°31' E	3.59
8	N 87°31' E	3.59
9	N 87°31' E	3.59
10	N 87°31' E	3.59
11	N 87°31' E	3.59
12	N 87°31' E	3.59
13	N 87°31' E	3.59
14	N 87°31' E	3.59
15	N 87°31' E	3.59
16	N 87°31' E	3.59
17	N 87°31' E	3.59
18	N 87°31' E	3.59
19	N 87°31' E	3.59
20	N 87°31' E	3.59
21	N 87°31' E	3.59
22	N 87°31' E	3.59
23	N 87°31' E	3.59
24	N 87°31' E	3.59
25	N 87°31' E	3.59
26	N 87°31' E	3.59
27	N 87°31' E	3.59
28	N 87°31' E	3.59
29	N 87°31' E	3.59
30	N 87°31' E	3.59
31	N 87°31' E	3.59
32	N 87°31' E	3.59

CURVE DATA TABLE

LINE NO.	BEARING	CHORD LENGTH	ARC LENGTH	ANGLE
1	N 87°31' E	3.59	3.59	0°
2	N 80°12' E	8.80	8.80	0°
3	N 87°31' E	3.59	3.59	0°
4	N 87°31' E	3.59	3.59	0°
5	N 87°31' E	3.59	3.59	0°
6	N 87°31' E	3.59	3.59	0°
7	N 87°31' E	3.59	3.59	0°
8	N 87°31' E	3.59	3.59	0°
9	N 87°31' E	3.59	3.59	0°
10	N 87°31' E	3.59	3.59	0°
11	N 87°31' E	3.59	3.59	0°
12	N 87°31' E	3.59	3.59	0°
13	N 87°31' E	3.59	3.59	0°
14	N 87°31' E	3.59	3.59	0°
15	N 87°31' E	3.59	3.59	0°
16	N 87°31' E	3.59	3.59	0°
17	N 87°31' E	3.59	3.59	0°
18	N 87°31' E	3.59	3.59	0°
19	N 87°31' E	3.59	3.59	0°
20	N 87°31' E	3.59	3.59	0°
21	N 87°31' E	3.59	3.59	0°
22	N 87°31' E	3.59	3.59	0°
23	N 87°31' E	3.59	3.59	0°
24	N 87°31' E	3.59	3.59	0°
25	N 87°31' E	3.59	3.59	0°
26	N 87°31' E	3.59	3.59	0°
27	N 87°31' E	3.59	3.59	0°
28	N 87°31' E	3.59	3.59	0°
29	N 87°31' E	3.59	3.59	0°
30	N 87°31' E	3.59	3.59	0°
31	N 87°31' E	3.59	3.59	0°
32	N 87°31' E	3.59	3.59	0°



SEE SHEET NO. 2

TRACT NO. 4583 M.M. 180/3-4

LLA
 2012-03
 PARCEL 1
 INST. NO.
 2012000798404
 O.R.

LLA
 PARCEL 1
 INSTRUMENT

2014-01
 PARCEL 2
 NO. 2014000405684 O.R.

R.S.B.
 49/35

R.S.B.
 38/15

P.M.B.
 71/75-15

CITY OF PLACENTIA

SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") is made and entered into as of this 17th day of February, 2015, by and between the CITY OF PLACENTIA, a Charter City and municipal corporation ("CITY"), and, BEAZER HOMES HOLDINGS CORP., a Delaware Corporation ("DEVELOPER"). In consideration of the approval and recordation by CITY of the final map of the subdivision described below and the mutual covenants and agreements contained herein, CITY and DEVELOPER agree as follows:

A. Recitals.

(i). CITY has previously approved a Tentative Tract Map for Tract No. 17145, in the City of Placentia, California.

(ii) DEVELOPER seeks approval and recordation of a final tract map concerning that certain real property more particularly described in Exhibit "A," attached hereto, pursuant to provisions of the California Subdivision Map Act (California Government Code § 66410, *et seq.*, and CITY ordinances and regulations relating to the filing, approval and recordation of subdivision maps. The Subdivision Map Act and CITY ordinances and regulations pertaining to the filing, approval and recordation of subdivision maps are collectively referred to in this Agreement as the "Subdivision Laws."

(iii) In consideration of the approval of a final tract map DEVELOPER desires to enter into this Agreement, whereby DEVELOPER covenants to install and complete, at DEVELOPER'S own expense, all public improvement work required by CITY in connection with the proposed subdivision ("Improvements").

(iv) Improvement plans for the construction, installation and completion of the Improvements have been prepared by DEVELOPER and approved by the City Engineer.

(v) All legal prerequisites to the making of this Agreement have occurred.

B. Agreement.

NOW, THEREFORE, in consideration of the approval and recordation of the Final Tract Map identified herein and other good and valuable consideration, receipt of which is hereby acknowledged, DEVELOPER and CITY agree as follows:

1. In consideration of CITY'S approval and filing of Tentative Subdivision Tract Map No. 17145 and Final Tract No. 17145, DEVELOPER undertakes and agrees that it will, at DEVELOPER'S sole cost and expense, make all the Improvements upon and in connection with said Tract in accordance with plans and specifications therefore on file with City ("Approved Plans"), incorporated herein and made a part hereof, and including all conditions of approval required by the Planning Commission and City Council of CITY ("Conditions") in connection with the various steps leading to approval of said Tentative Tract No. 17145. DEVELOPER

further undertakes and agrees upon the same consideration to comply with all ordinances and regulations of CITY, and to do all other and further acts required of it pursuant to this Agreement. DEVELOPER agrees in connection therewith to pay or cause to be paid all amounts becoming due to contractors, subcontractors, and persons renting equipment or furnishing labor or materials to the foregoing Final Tract with respect to such Improvements, or to DEVELOPER with respect thereto. DEVELOPER agrees that all such Improvements shall be constructed and completed in accordance with the Approved Plans, City standards as determined by the City Engineer and in accordance with any Conditions as hereinabove referred to, and in accordance with the remaining provisions of this Agreement. In case of any dispute, the good faith judgment of the City Engineer shall be final and binding upon the parties.

2. Subject to the provisions of § 28, below, DEVELOPER shall commence the construction and installation of the Improvements within 90 days from the approval of said map by CITY and shall complete said work within 365 days from the date of execution of this Agreement.

3. DEVELOPER shall acquire and dedicate, or pay the cost of acquisition by CITY, of all rights-of-way, easements and other interests in real property for construction or installation of the Improvements, free and clear of all liens and encumbrances. DEVELOPER'S obligations with regard to acquisition by CITY of off-site rights-of-way, easements and other interests in real property shall be subject to a separate agreement between DEVELOPER and CITY. DEVELOPER shall also be responsible for obtaining any public or private drainage easements or authorizations.

4. If any of the Improvements and/or land development work contemplated by this Agreement are to be constructed or installed on land not owned by DEVELOPER, no construction or installation shall be commenced prior to:

a. Receipt and conditional acceptance of the offer of dedication to CITY of appropriate rights-of-way, easements or other interest in real property, and appropriate authorization from the property owner to allow construction or installation of the Improvements or work, in form approved by CITY'S City Attorney; or

b. The dedication to, and acceptance by, CITY of appropriate rights-of-way, easements or other interests in real property, as determined by the City Engineer; or

c. The issuance by a court of competent jurisdiction pursuant to the Eminent Domain Law of the State of California of an order of possession. DEVELOPER shall comply in all respects with the order of possession. Nothing contained in this § 4 shall be construed as authorizing or granting an extension of time to DEVELOPER.

5. DEVELOPER shall at all times guarantee DEVELOPER'S performance of this Agreement by furnishing to CITY, and maintaining, good and sufficient security as required by the Subdivision Laws on forms approved by CITY for the purposes and in the amounts as follows:

a. To assure faithful performance of this Agreement in regard to said Improvements in an amount of 100% of the estimated cost of the Improvements;

b. To secure payment to any contractor, subcontractor, persons renting equipment, or furnishing labor and materials for the Improvements required to be constructed or installed pursuant to this Agreement in the additional amount of 100% of the estimated cost of the Improvements;

c. To guarantee or warranty the work done pursuant to this Agreement for a period of one (1) year following acceptance thereof by CITY against any defective work or labor done or defective materials furnished in the additional amount of 25% of the estimated cost of the Improvements; and

d. DEVELOPER shall also furnish to CITY good and sufficient security in the amount of 100% of the estimated cost of setting subdivision monuments.

6. The securities required by this Agreement shall be maintained in the Office of the City Clerk. The terms and provisions of the security documents referenced herein are incorporated into this Agreement by this reference. If any security is replaced by another approved security, the replacement shall be filed with the City Clerk and, upon filing, shall be deemed to have been made a part of and incorporated into this Agreement. Upon filing of a replacement security with the City Clerk, the former security may be released. The City Engineer shall approve replacement of security, in writing.

7. While no action of DEVELOPER shall be required in order for CITY to realize on its security under any security document, DEVELOPER agrees to cooperate with CITY to facilitate CITY'S realization under any security, and to take no action to prevent CITY from such realization under any such security. Notwithstanding the giving of any security or the subsequent expiration of any security or any failure by any surety or financial institution to perform its obligations with respect thereto, DEVELOPER shall be personally liable for performance under this Agreement and for payment of the cost of the labor and materials for the Improvements required to be constructed or installed hereby and shall, within ten (10) days after written demand therefore, deliver to City such substitute security as CITY shall require satisfying the requirements in this § 7.

8. DEVELOPER shall, at all times, maintain proper facilities and safe access for inspection of the Improvements by CITY and to the shops wherein any work is in preparation. Upon completion of the work, DEVELOPER may request a final inspection by the City Engineer. If the City Engineer determines that the work has been completed in accordance with the provisions of this Agreement, then the City Engineer shall certify the completion of the Improvements to the City Council. No Improvements shall be finally accepted unless all aspects of the work have been inspected and determined to have been completed in conformance with the Approved Plans, Conditions and CITY standards. DEVELOPER shall bear all costs of plan check, inspection and certification.

9. Subject to approval by the City Council of CITY, the securities required by this Agreement shall be released as follows:

a. Security for faithful performance of any act, obligation, work or agreement shall be released upon the final completion and acceptance of the act or work, subject to the provisions of subsection (b) hereof.

b. The City Engineer may authorize release of a portion of the security given for faithful performance of Improvements work as the improvement progresses upon application therefore by the DEVELOPER; provided; however, that no such release shall be for an amount less than 25% of the total improvement security given for faithful performance of the improvement work. In no event shall the City Engineer authorize a release of the improvement security, which would reduce such security to an amount below that required to guarantee the completion of the improvement work and any other obligation imposed by this Agreement.

c. Security to secure payment to the contractor, his or her subcontractors and to persons furnishing labor, materials or equipment shall, six (6) months after the completion and acceptance of the work, be reduced to an amount equal to the total claimed by all claimants for whom liens have been filed and of which notice has been given to the City Council of CITY, plus an amount reasonably determined by the City Engineer to be required to assure the performance of any other obligations secured by the security. The balance of the security shall be released upon the settlement of all claims and obligations for which the security was given.

d. No security given for the guarantee or warranty of work shall be released until the expiration of the warranty period and until any claims filed during the warranty period have been settled. As provided in § 5, the warranty period shall not commence until final acceptance of all the work and Improvements by the City Council.

e. CITY may retain from any security released an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorneys' fees.

10. DEVELOPER shall promptly replace, or cause to be replaced, or repair or have repaired, as the case may be, any public improvements, public utility facilities and surveying or subdivision monuments which are destroyed or damaged as a result of any work under this Agreement. DEVELOPER shall bear the entire cost of replacement or repairs of any and all public or public utility property damaged or destroyed by reason of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by CITY or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

11. DEVELOPER shall, at DEVELOPER'S sole cost and expense, obtain any and all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices and pay all fees and taxes required by law.

12. Default of DEVELOPER shall include, but not be limited to, DEVELOPER'S failure to timely commence construction pursuant to the provisions of this Agreement; DEVELOPER'S failure to timely complete construction of the Improvements; DEVELOPER'S failure to timely cure any defect in the Improvements; DEVELOPER'S failure to perform substantial construction work for a period of twenty (20) days after commencement of the work; DEVELOPER'S insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, either voluntary or involuntary, which DEVELOPER fails to discharge within thirty (30) days after the filing thereof; the commencement of a foreclosure action against the SUBDIVISION or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or DEVELOPER'S failure to perform any other obligation under this Agreement.

13. CITY reserves to itself all remedies available to it at law or in equity for breach of DEVELOPER'S obligations under this Agreement. CITY shall have the right, subject to this section, to draw upon or utilize the appropriate security to mitigate CITY damages in event of default by DEVELOPER. The right of CITY to draw upon or utilize such security is in addition to and not in lieu of any other remedy available to CITY. It is specifically understood by DEVELOPER that the estimated costs and security amounts may not reflect the actual cost of construction or installation of the Improvements and, therefore, CITY'S damages due to DEVELOPER'S default shall be measured by the actual cost of completing the required Improvements. The sums provided by the improvement security may be used by CITY for the completion of the Improvements in accordance with the improvement plans and specifications contained herein.

14. In the event DEVELOPER defaults under this Agreement, DEVELOPER authorizes CITY to perform such obligation twenty (20) days after mailing written notice of default to DEVELOPER and to DEVELOPER'S Surety, and agrees to pay the entire cost of such performance by CITY.

15. CITY may take over the work and prosecute the same to completion, by contract or by any other method CITY deems advisable, for the account and at the expense of DEVELOPER, and DEVELOPER'S surety shall be liable to CITY for any excess cost or damages occasioned CITY thereby. In such event, CITY, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to DEVELOPER as may be on the site of the Improvements and necessary for performance of the work.

16. Failure of DEVELOPER to comply with the terms of this Agreement shall constitute consent to the filing by CITY of a notice of violation against all the lots in the property contained within the area of the Final Map or to rescind the approval or otherwise revert said property to acreage. The remedy provided by this § 16 is in addition to and not in lieu of other remedies available to CITY. DEVELOPER agrees that the choice of remedy or remedies for DEVELOPER'S breach shall be within the discretion of CITY.

17. In the event DEVELOPER fails to perform any obligation hereunder, DEVELOPER agrees to pay all costs and expenses incurred by CITY in securing performance of such obligations, including costs of suit and reasonable attorneys' fees.

18. The failure of CITY to take enforcement action with respect to a default, or to declare a breach, shall not be construed as a waiver of that default or breach or subsequent default or breach of DEVELOPER.

19. DEVELOPER understands and agrees that by approval of the Final Map, CITY has conferred substantial rights upon DEVELOPER, including the right to sell, lease, or finance lots within the property covered by the Final Map, and has taken the final act necessary to subdivide said property. As a result, CITY will be damaged to the extent of the cost of installation of the Improvements by DEVELOPER'S failure to perform its obligations under this Agreement, including, but not limited to, DEVELOPER'S obligation to complete construction of the Improvements by the time established in this Agreement. CITY shall be entitled to all remedies available to it pursuant to this Agreement and the Subdivision Laws in the event of a default by DEVELOPER. DEVELOPER understands and agrees that the determination of whether a reversion to acreage or rescission of the said property constitutes an adequate remedy for default by the DEVELOPER shall be within the sole discretion of CITY.

20. DEVELOPER hereby warrants and guarantees all work hereunder against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of all landscaping within the Property in a vigorous and thriving condition reasonably acceptable to CITY, for a period of one (1) year following completion of the work and acceptance by CITY ("Warranty Period"). During the Warranty Period, DEVELOPER shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Improvements, in accordance with the then-current ordinances, resolutions, regulations, codes, standards, or other requirements of CITY, and to the approval of the City Engineer. All repairs, replacements, or reconstruction during the Warranty Period shall be at the sole cost, expense, and liability of DEVELOPER and its surety. As to any Improvements which have been repaired, replaced, or reconstructed during the Warranty Period, DEVELOPER and its surety hereby agree to extend the Warranty Period for an additional one (1) year period following CITY'S acceptance of the repaired, replaced, or reconstructed improvement(s). Nothing herein contained shall relieve DEVELOPER from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any such improvement following expiration of the Warranty Period or any extension thereof. DEVELOPER'S warranty obligation under this section shall survive the expiration or termination of this Agreement.

21. Neither DEVELOPER nor any of DEVELOPER'S agents or contractors are or shall be considered to be agents of CITY in connection with the performance of DEVELOPER'S obligations under this Agreement.

22. Until such time as the Improvements are accepted by CITY, DEVELOPER shall be responsible for and bear the risk of loss to any of the Improvements constructed or installed hereunder. Until such time as all Improvements required by this Agreement are fully completed

and accepted by CITY, DEVELOPER will be responsible for the care, maintenance of, and any damage to such Improvements. CITY shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the work or Improvements specified in this Agreement prior to the completion and acceptance of the work or Improvements. All such risks shall be the responsibility of and are hereby assumed by DEVELOPER.

23. Nothing contained herein shall preclude CITY from expending monies pursuant to agreements concurrently or previously executed between the parties, or from entering into agreements with other persons for the apportionment of costs of water and sewer mains, or other Improvements, pursuant to the provisions of CITY ordinances providing therefore, nor shall anything in this Agreement commit CITY to any such apportionment.

24. Until final acceptance of the Improvements, DEVELOPER shall give good and adequate warning to the public of each and every dangerous condition existing in, about or around said Improvements, and will take all reasonable actions to protect the public from any such dangerous condition.

25. Upon acceptance of the work by CITY and recordation of a Notice of Completion, ownership of the Improvements constructed pursuant to this Agreement shall vest in CITY.

26. DEVELOPER shall defend, indemnify, and hold harmless CITY, and its elected and appointed officials, officers, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of DEVELOPER, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of CITY, and its elected and appointed officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the gross negligence or willful misconduct of CITY as determined by a court or administrative body of competent jurisdiction. DEVELOPER'S obligation to indemnify hereunder shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by CITY, its elected and appointed officials, officers, employees, or agents.

27. Time is of the essence of this Agreement.

28. DEVELOPER shall commence substantial construction of the Improvements required by this Agreement as specified in § 2, above. In the event good cause exists, as determined by the City Administrator or his or her designee, the time for commencement of construction or completion of the Improvements hereunder may be extended. The request for

With a copy to:

Samuels, Green & Steel, LLP
19800 MacArthur Blvd., Suite 1000
Irvine, CA 92612
Attention: Martin Stein
Business (949) 263-0004
Email marty.stein@sgsattorneys.com

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

32. In the event that suit or arbitration is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees.

33. This Agreement constitutes the entire agreement of the parties with respect to the subject matter. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the parties.

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

Dated: _____

BEAZER HOMES HOLDINGS CORP.,
a Delaware Corporation

CITY OF PLACENTIA,
A Charter City and municipal corporation

By: _____
Name: Robert T. Shiota
Title: Division President

Chad P. Wanke, Mayor

ATTEST:

Patrick J. Melia, City Clerk

Approved as to form:

Andrew V. Arczynski, City Attorney

DEVELOPER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

Bond No. 0187207
Premium \$10,506.00
Executed in Triplicate

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Beazer Homes Holdings Corp., as Principal, and Berkley Insurance Company as Surety are held and firmly bound unto City of Placentia, CA, as Obligee, in the sum of One Million Two Hundred Thirty Five Thousand Nine Hundred Eighty Six and 50/100 (\$1,235,986.50), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

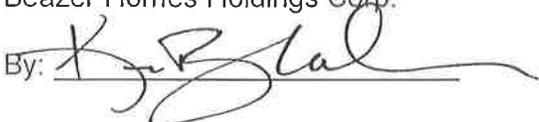
THE CONDITION OF THIS OBLIGATION IS SUCH, That, Whereas, said Principal has entered into an Agreement with said Obligee, dated 9/8/14, in which said Principal agrees to construct certain designated public improvements indentified as. TR No. 17145 Schaner Ranch, is hereby referred to and made a part hereof, located at Kramemer St, Placentia, CA, and said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, if the said Principal shall well and truly do and perform all the covenants, conditions and obligations of said agreement on its part to be done and performed at the time and in the manner specified therein, and shall indemnify and hold harmless the Obligee, its officers, agents and employees, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. As part of the obligation secured hereby and in addition to the face amount specified, Surety agrees to pay reasonable costs, expenses and fees, including attorneys' fees incurred by the Obligee in successfully enforcing such obligation.

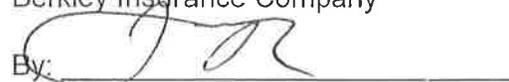
The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed hereunder or the specifications accompanying the same shall in no way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement, or to the work, or to the specifications.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact this 4 day of September, 2014.

(Principal)
Beazer Homes Holdings Corp.

By: 

(Surety)
Berkley Insurance Company

By: 
James A. Ross, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On SEP 04 2014 before me, Kelly Rowley, Notary Public, personally appeared James A. Ross who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(ies), and that by his/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature Kelly Rowley
Kelly Rowley, Notary Public

(Seal)

ACKNOWLEDGMENT

State of California
County of ORANGE

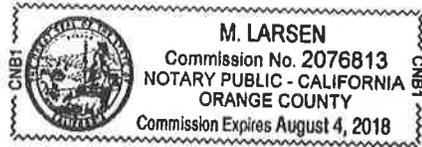
On 9/4/14 before me, M. Larsen
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature M. Larsen (Seal)



Bond No. 0187207
Premium \$ Included in Performance Bond
Executed in Triplicate

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Beazer Homes Holdings Corp., as Principal, and Berkley Insurance Company, as Surety are held and firmly bound unto City of Placentia, CA, as Obligee, in the sum of One Million Two Hundred Thirty Five Thousand Nine Hundred Eighty Six and 50/100 (\$1,235,986.50), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, said Principal has entered into an agreement with said Obligee dated 9/8, 2014 in which said principal agrees to construct certain designated public improvements, identified as TR No. 17145 Schaner Ranch, is hereby referred to and made a part hereof; and Whereas, under the terms of said agreement, the Principal is required to file a good and sufficient payment bond with the Obligee to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code. Now, therefore, the Principal and the undersigned as corporate Surety, are held firmly bound unto the Obligee and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the agreement and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the sum of One Million Two Hundred Thirty Five Thousand Nine Hundred Eighty Six and 50/100 dollars (\$1,235,986.50), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the Obligee in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered. It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect. The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such

change, extension, alteration, or addition. In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on September 4, 2014.

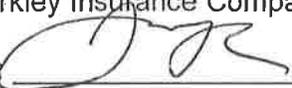
(Principal)

Beazer Homes Holdings Corp.

By: 

(Surety)

Berkley Insurance Company

By: 
James A. Ross, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On SEP 04 2014 before me, Kelly Rowley, Notary Public, personally appeared James A. Ross who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature Kelly Rowley
Kelly Rowley, Notary Public

(Seal)

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Thomas S. Branigan, Ashraf Elmasry, Edward C. Spector, Simone Gerhard, Daravy Mady, Tracy C. Aston or James A. Ross of Aon Risk Insurance Services West, Inc. of Los Angeles, CA* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, LLC, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 13 day of February, 2013.

Attest:

(Seal)

By Ira S. Lederman
Ira S. Lederman
Senior Vice President & Secretary

Berkley Insurance Company

By Jeffrey M. Hafter
Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 13 day of February, 2013, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

EILEEN KILLEEN
NOTARY PUBLIC, STATE OF CONNECTICUT
MY COMMISSION EXPIRES JUNE 30, 2017

Eileen Killeen
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this SEP 04 2014 day of _____

(Seal)

Andrew M. Fuma
Andrew M. Fuma

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and confirmation (on reverse) must be in blue ink.

ACKNOWLEDGMENT

State of California
County of Orange

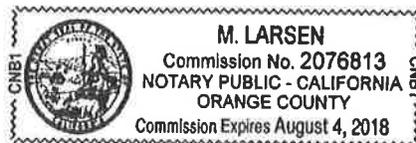
On 9/4/14 before me, M. Larsen
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature M. Larsen (Seal)





Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: ACTING CITY ADMINISTRATOR

FROM: PUBLIC WORKS MANAGER

DATE: FEBRUARY 17, 2015

SUBJECT: **RESOLUTION OF INTENT TO ANNEX TERRITORY TO PUBLIC SERVICES COMMUNITY FACILITIES DISTRICT (2014-01)**

FISCAL
IMPACT: REVENUE: \$8,977.50 (FISCAL YEAR 2015-2016)
REVENUE: Approximately \$18,425.50 (UPON DEVELOPMENT BUILD OUT)

SUMMARY:

On February 18, 2014, the City Council adopted Resolution No. R-2014-10, establishing Public Services Community Facilities District (2014-01) to provide a financing mechanism to sustain the delivery of essential public safety services to new residential developments. This action accepts the petition to annex territory from Beazer Homes Holdings Corp. to the District, and set a public hearing for the annexation.

RECOMMENDATION:

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

1. Accept the petition from Beazer Homes Holdings Corp. for annexation to Public Services Community Facilities District (2014-01) (**Exhibit A – Signed Document is on file in the City Clerk’s office**); and
2. Adopt Resolution No. R-2015- , A Resolution of the City Council of the City of Placentia Acting as the Legislative Body of Community Facilities District No. 2014-01 Declaring its Intention to Annex Certain Territory Thereto [Annexation No. 1] (**Exhibit B**); and
3. Set a public hearing for 7:00 p.m. on April 7, 2015 for public comment, for and against, and for the filing of written protest by any property owner regarding the annexation of territory to the District, and the levy of a special tax for public safety services. (If there is no “majority protest,” a special landowner election will be called for immediately thereafter).

1.d.

February 17, 2015

DISCUSSION:

The City Council has heretofore created a Community Facilities District (CFD) to assist in the financing of police, fire and life safety services to new residential development. This type of financing program, which is authorized under the Mello-Roos Community Facilities Act of 1982, envisioned the participation of all future additional new development projects, either by formation of new districts or annexation into the existing CFD.

Since the formation of CFD 2014-01, Tract 17145 has been approved by the City and is ready to be annexed into the CFD and contains a total of 78 residential lots. As a condition of approval, the project was required to annex to the CFD. In order to commence the annexation process, the City Council must adopt a Resolution of Intention. This resolution sets forth terms and conditions for annexing territory into the CFD, and includes the rate and apportionment for the special tax to be levied. The Resolution of Intention also establishes a date for a public hearing on the annexation action, and for an election among the authorized electors. The hearing date, which by statute must be within 30-60 days following the adoption of the Resolution of Intention, is scheduled for April 7, 2015. Since there are less than twelve (12) registered voters in the territory proposed to be annexed, the election will be a landowner vote.

Included as Attachment A is the Property Owner's Petition, initiating the annexation process. Prior to the public hearing, the property owner will return a Consent and Waiver to the City, waiving certain timing and noticing requirements related to the election code, which will enable the City to expedite the annexation process by conducting the special election immediately following the April 7, 2015 public hearing.

In addition to the Resolution of Intention, the City Council must adopt a resolution establishing the boundaries of the territory to be annexed into the CFD. The resolution, which identifies the parcels to be annexed into the CFD, will be recorded with the County Assessor's Office upon completion of the annexation process.

The special tax that is currently being assessed upon properties within the CFD is based upon a Fiscal Impact Analysis that was prepared for the initial formation of the CFD in 2014. Based on this analysis, the tax rate needed to support public safety services for new development was established at \$225.00 per single-family residential unit per year, subject to an annual escalator for all subsequent fiscal years.

Assuming that the City does not receive a majority protest against the annexation at the public hearing, the City will then be able to levy the special tax on all affected parcels within the annexed area in the coming fiscal year.

FISCAL IMPACT:

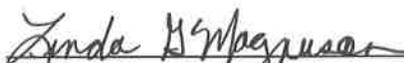
Community Facilities District 2014-01 is subject to an Annual Escalation Factor beginning on July 1, 2015, which shall be the greater of five percent (5%), or the annual percentage increase, if any, of the Consumer Price Index – All Urban Consumers (CPI-U) for the Los Angeles-Riverside-Orange County area as determined by the Bureau of Labor Statistics for the twelve (12) months ending in the preceeding December 31. At build-out, the new development will generate approximately \$18,427.50 per year for public safety services.

Submitted by:

Reviewed and approved:



Michael McConaha
Public Works Manager



Linda G. Magnuson
Chief Financial Officer

Reviewed and approved:



Damien R. Arrula
Acting City Administrator

Attachments:

1. Exhibit A – Property Owner Petition
2. Exhibit B – Resolution of Intention

-+CITY OF PLACENTIA
COMMUNITY FACILITIES DISTRICT NO. 2014-01 (PUBLIC SERVICES)
ANNEXATION NO. 1

PETITION

**Regarding Proceedings for Annexation of Territory
To Community Facilities District No. 2014-01 and Related Matters**

To: THE HONORABLE CITY COUNCIL,
ATTN: PATRICK J. MELIA, CITY CLERK
401 E. CHAPMAN AVENUE
PLACENTIA, CA 92870

Members of the Council:

This is a petition to institute proceedings to annex territory, namely the property identified and described in Exhibit A, to Community Facilities District No 2014-01 and related matters under the Mello-Roos Community Facilities Act of 1982, Sections 53311 and following of the California Government Code (the "Act") and it states as follows:

1. **Petitioner.** This Petition is submitted by the person (the "Petitioner") (whether one or more) identified below as or for the record owner(s) of the parcels of land identified below (the "Property"). The undersigned warrants to the City that the Petitioner is such owner, or is a legally authorized representative of such owner(s), and that such ownership constitutes ownership of more than 10% of the property described in Exhibit A attached hereto and more particularly described in Section 3 herein.
2. **Proceedings Requested.** This Petition asks that the City Council undertake proceedings under the Act to annex territory to the City of Placentia Community Facilities District No. 2014-01 (Public Services) (the "District") to levy special taxes on the Property.
3. **Boundaries.** This Petition asks that the territory to be included in the boundaries of the annexation to the District consisting of that shown on a map of the proposed boundaries of Annexation No. 1 filed with the City Clerk of the City and which map is attached hereto as Exhibit A and hereby made a part of this Petition and which map includes the Property.
4. **Purpose.** This Petition asks that the Property be annexed to the District and the special taxes be levied on the property to finance all or a part of the public services (the "Services") shown in Exhibit B attached hereto and made a part hereof.
5. **Special Taxes.** The Petitioner agrees that it has reviewed and preliminarily approves the Rate and Method of Apportionment of Special Taxes (the "RMA") attached hereto as Exhibit C and made a part hereof, which RMA is proposed to be used by the City for the levy

of Special Taxes in the District to pay for the Services, subject to the completion of all proceedings by the City under the Act.

6. Election. The Petitioner asks that the special election to be held under the Act to authorize the special taxes and to establish any appropriations limits for Annexation No. 1 be conducted by the City and its officials, using a mailed or hand-delivered ballot and that such ballot be canvassed and the results certified at the same meeting of the City Council as the public hearing on the District under the Act or as soon thereafter as possible.

7. Waivers. To expedite the completion of the proceedings for Annexation No. 1, the Petitioner waives all notices of hearing and all published notices regarding the establishment of the District, notices of election, applicable waiting periods under the Act for the holding of any public hearing and for election and all ballot arguments and analysis for the election, it being acknowledged by the Petitioner that all such notices are for the benefit of the Petitioner and may be waived. The Petitioner agrees to timely complete and return a consent and waiver to be provided to Petitioner by the City in order to expedite such proceedings. The Petitioner further hereby consents to and expressly waives any and all claims based on any irregularity, error, mistake or departure from the provisions of the Act or other laws of the State and any and all laws and requirements incorporated therein, and no step or action in any proceeding relative to the CFD or the special election therein shall be invalidated or affected by any such irregularity, error, mistake or departure.

8. Authority Warranted. The Petitioner warrants to the City that the presentation of this Petition, any waivers contained herein, casting of ballots at the property owner election and other actions mandated by the City for the formation of the District shall not constitute or be construed as events of default or delinquencies under any existing or proposed financing documents entered into or to be entered into by the Petitioner for the Property, including any "due-on-encumbrance" clauses under any existing security instruments secured by the Property. If requested by the City, the Petitioner agrees, at its expense, to supply to the City, current title evidence so that the City may supply any notice and ballot required under the Act for the establishment of the District.

9. Due-Diligence and Disclosures. The Petitioner agrees to cooperate with the City, its attorneys and consultants, and provide all information and disclosures required by the City about the Special Taxes to purchasers of the Property or any part of it.

10. Agreements. The Petitioner further agrees to execute such additional or supplemental agreements as may be required by the City to provide for any of the actions and conditions under this Petition, including any amount of cash deposit required to pay for the City's costs in annexing the Property to the District. By executing this Petition, the Petitioner agrees to all of the above.

The Petitioner (record owner) is:
BEAZER HOMES HOLDINGS Corp., a Delaware corporation.

Assessor Parcel No(s): 340-035-25

and the Property contains a total of **7.82** acres.

By: 

Bob Shiota
President, Beazer Homes

The address of the above: receiving any notice and ballot is:

1800 Imperial Highway, Suite 140
Brea, CA. 92821

DESCRIPTION OF SERVICES

Police protection services and fire protection and suppression services, including but not limited to (i) the costs of contracting services, (ii) equipment, vehicles, ambulances and paramedics, fire apparatus, supplies, (iii) the salaries and benefits of City staff that directly provide police protection services and fire protection and suppression services and other services as defined herein, respectively, and (iv) City overhead costs associated with providing such services within the District. On each July 1 following the Base Year the increases attributed to salaries and benefits shall be calculated and limited to the increase based on the Annual Escalation Factor as provided in the Rate and Method of Apportionment of the Special Taxes. The Special Tax will finance Services that are in addition to those provided in or required for the territory within the District and will not be replacing services already available. The Special Tax provides only partial funding for police and fire services.

List of Properties to be Annexed

APN(s)

Landowner(s)

340-034-25

HQT PLACENTIA LLC

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

CITY OF PLACENTIA COMMUNITY FACILITIES DISTRICT NO. 2014-01 (PUBLIC SERVICES)

A Special Tax as hereinafter defined shall be levied on all Assessor's Parcels within the City of Placentia Community Facilities District No. 2014-01 (Public Services), ("CFD No. 2014-01"), other than Assessor's Parcels classified as Exempt Property as defined herein, and collected each Fiscal Year commencing in Fiscal Year 2014-2015, in an amount determined by the CFD Administrator through the application of the procedures described below. All of the real property within CFD No. 2014-01, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to CFD No. 2014-01, unless a separate Rate and Method of Apportionment of Special Tax is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre or Acreage" means the land area of an Assessor's Parcel, expressed in acres, as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Subdivision Map, other final map, other parcel map, other condominium plan, or functionally equivalent map or instrument recorded in the Office of the County Recorder. The square footage of an Assessor's Parcel is equal to the Acreage multiplied by 43,560.

"Act" means the Mello-Roos Communities Facilities Act of 1982 as amended, being Chapter 2.5, Part 1, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated expenses related to the administration of CFD No. 2014-01: the costs of determining the amount of the levy of Special Taxes, the collection of Special Taxes, including the expenses of collecting delinquencies and pursuing foreclosures, the payment of a proportional share of salaries and benefits of any City employee and City overhead whose duties are directly related to the administration of CFD No. 2014-01, fees and expenses for counsel, audits, costs associated with responding to public inquiries regarding CFD No. 2014-01, and any and all other costs incurred in connection with the administration of CFD No. 2014-01.

"Annual Escalation Factor" means the greater of five percent (5%) or the annual percentage increase, if any, of the All Urban Consumers Consumer Price Index ("CPI"). The annual CPI used shall be for the area of Los Angeles – Riverside – Orange County, CA as determined by the Bureau of Labor Statistics for the twelve (12) months ending the preceding December 31.

"Assessor's Parcel" means a Condominium lot, Lot, or parcel shown in an Assessor's Parcel Map with an assigned assessor's parcel number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by assessor's parcel number.

"Base Year" means Fiscal Year beginning July 1, 2014 and ending June 30, 2015.

“Boundary Map” means the map of the boundaries of CFD No. 2014-01 recorded on _____, 2014 in the Orange County Recorder’s Office in Book __, Pages ____, of Maps of Assessments and Community Facilities Districts (instrument number _____), as the same may be amended by annexation from time to time hereafter.

“Building Permit” means a permit issued for new construction of a residential dwelling. For purposes of this definition, “Building Permit” shall not include permits for construction or installation of retaining walls, grading, utility improvements, or other such improvements not intended for human habitation.

“CFD Administrator” means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement for Services and providing for the levy and collection of the Special Taxes for CFD No. 2014-01.

“CFD No. 2014-01” means City of Placentia Community Facilities District No. 2014-01 (Public Services) established by the City Council under the Act.

“City” means the City of Placentia.

“City Council” means the Council of the city of Placentia, acting as the legislative body of CFD No. 2014-01.

“Condominium” means an estate in real property consisting of an undivided interest in common in a portion of a parcel of real property together with a separate interest in space in a residential, industrial or commercial building on such real property, such as an apartment, office or store. A condominium may include in addition a separate interest in other portions of such real property. Such estate may, with respect to the duration of its enjoyment, be either:

- (1) An estate of inheritance or perpetual estate;
- (2) An estate for life; or
- (3) An estate for years, such as a leasehold or a sublease hold.

“County” means the County of Orange.

“Developed Property” means an Assessor’s Parcel of Taxable Property for which a Building Permit was issued on or before **June 1** preceding the Fiscal Year for which Special Taxes are being levied.

“Developed Residential Property” means an Assessor’s Parcel of Taxable Property for which a Building Permit was issued on or before **June 1** preceding the Fiscal Year for which Special Taxes are being levied and which Building Permit was issued for purposes of constructing one or more Residential Unit(s).

“Exempt Property” means all Assessor’s Parcels within CFD No. 2014-01 that are exempt from the Special Taxes pursuant to law or Section F herein.

“Final Map” means an Assessor’s Parcel Map, a Final Subdivision Map, condominium plan, lot line adjustment, or any other map functionally considered to be an equivalent development map that has been recorded in the Office of the County Recorder.

“Final Subdivision Map” means a subdivision of property creating single family residential buildable Lots by recordation of a final subdivision map or parcel map pursuant to the Subdivision Map Act (California Government Code § 66410, et seq.), or recordation of a condominium plan pursuant to California Civil Code § 1352, that creates individual Lots or condominium lots for which building permits may be issued without further subdivision and is recorded prior to **June 1** preceding the Fiscal Year in which the Special Tax is being levied.

“Fiscal Year” means the period commencing on July 1 of any year and ending the following June 30.

“Future Annexation Area” means the areas designated for potential future annexation to CFD No. 2014-01 as shown in the “Map of Proposed Boundaries of City of Placentia Future Annexation Area of Community Facilities District No. 2014-01 (Public Services)” recorded and on file with the Orange County Recorder’s Office.

“Land Use Type” means any of the land use types listed in Table 1 below.

“Lot” means property within a Final Map identified by a lot number or condominium number for which a Building Permit has been issued or may be issued.

“Maximum Special Tax” means the maximum Special Tax determined in accordance with Section C, which may be levied in any Fiscal Year on an Assessor’s Parcel of Taxable Property.

“Multi-Family Residential Property” or “MFR Property” means all Assessor’s Parcels of Developed Property for which a Building Permit has been issued for purposes of constructing a residential structure consisting of five (5) or more residential units that share common walls, including, but not limited to, condominiums, and apartment units.

“Property Owner Association Property” means for each Fiscal Year any property within the boundaries of CFD 2014-01 that was owned by, or irrevocably dedicated as indicated in an instrument recorded with the County Recorder to, a property owner association, including any master or sub-association, as of **June 1**.

“Proportionately” means in a manner such that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor’s Parcels within each Land Use Type.

“Public Property” means any property that is owned by, dedicated or irrevocably dedicated to a city, the federal government, the State of California, the County, or any other public agency (each, a “Public Entity”); provided, however, that if any such property is leased by such a Public Entity to a private entity and is thereby subject to taxation pursuant to § 53340.1 of the Act, such leasehold estate shall be classified and taxed according to the use thereof.

“Residential Property” means all Assessor’s Parcels of Developed Property within CFD No. 2014-01 for which a Building Permit has been issued for purposes of constructing one or more Residential Unit(s).

“Residential Unit” means any residence in which a person or persons may live, which is not considered to be used for non-residential purposes.

“Services” means those authorized services that may be funded by CFD No. 2014-01 pursuant to the Act, as amended, including, without limitation, those services authorized to be funded by CFD No. 2014-01 as set forth in the documents adopted by the City Council at the time CFD No. 2014-01 was formed.

“Single-Family Residential Property” or “SFR Property” means an Assessor’s Parcel classified as Developed Property for which a Building Permit(s) has been issued for purposes of constructing one or more single-family residential dwelling units including residential structures or Condominium structures that consist of 4 or fewer units which share common walls.

“Special Tax” means the special tax authorized to be levied within CFD No. 2014-01 pursuant to the Act to fund the Special Tax Requirement.

“Special Tax Requirement” means the amount, as determined by the CFD Administrator, for any Fiscal Year to: (i) pay the costs of providing the Services during such Fiscal Year, (ii) pay Administrative Expenses associated with the Special Tax, (iii) establish or replenish any operational reserve fund established for Services, (iv) pay incidental expenses related to the Services as authorized pursuant to the Act, (v) fund an amount equal to a reasonable estimate

of delinquencies expected to occur in the Fiscal Year in which the Special Tax will be levied (“Estimated Special Tax Delinquency Amount”) and (vi) fund the shortfall, if any, in the Special Tax revenues collected in the preceding Fiscal Year necessary to fund the Special Tax Requirement for Services for such Fiscal Year where such shortfall resulted from delinquencies in the payment of Special Taxes in such Fiscal Year that exceeded the Estimated Special Tax Delinquency Amount included in the Special Tax Requirement for Services for such Fiscal Year.

“**Taxable Property**” means all Assessor’s Parcels that are not exempt from the Special Tax pursuant to law or Section F.

“**Undeveloped Property**” means an Assessor’s Parcel of Taxable Property for which a Building Permit has not been issued on or before **June 1** preceding the Fiscal Year for which Special Taxes are being levied.

B. CLASSIFICATION OF ASSESSOR’S PARCELS

Each Fiscal Year, beginning with Fiscal Year 2014-2015, using the definitions above, each Assessor’s Parcel within CFD 2014-01 shall be classified by the CFD Administrator as Taxable Property or Exempt Property. In addition, each such Fiscal Year, each Assessor’s Parcel of Taxable Property shall be further classified by the CFD Administrator as Developed Property or Undeveloped Property. Developed Property shall be further classified as Single-Family Residential Property or Multi-Family Residential Property. Commencing with Fiscal Year 2014-2015 and for each subsequent Fiscal Year, Developed Residential Property shall be subject to the levy of Special Taxes pursuant to Section C below.

C. MAXIMUM ANNUAL SPECIAL TAXES

1. Developed Residential Property

Each Fiscal Year commencing in Fiscal Year 2014-2015, each Assessor’s Parcel of Developed Residential Property shall be subject to the Special Tax. The Maximum Special Tax for Developed Residential Property for Fiscal Year 2014-2015 is shown below in Table 1.

**TABLE 1
DEVELOPED RESIDENTIAL PROPERTY
MAXIMUM SPECIAL TAX RATES**

Land Use Type	Maximum Special Tax
Residential	
SFR Property	\$225 per Residential Unit
MFR Property	\$170 per Residential Unit

For each subsequent Fiscal Year following the Base Year, the Maximum Special Tax rate shall be increased from the Maximum Special Tax rate in effect for the prior Fiscal Year by the Annual Escalation Factor.

2. Annexed Property

Each Fiscal Year commencing in Fiscal Year 2014-2015, each Assessor's Parcel of Developed Residential Property that has been annexed into CFD 2014-01 shall be subject to the prevailing Special Tax in effect during the then current Fiscal Year and as determined by Section C.1 above.

3. Undeveloped Property

Each Fiscal Year commencing in Fiscal Year 2014-2015, each Assessor's Parcel classified as Undeveloped Property shall be exempt from the levy of the Special Tax

4. Exempt Property

No Special Tax shall be levied on Exempt Property as defined in Section F.

For each Fiscal Year, if the use or ownership of an Assessor's Parcel or Exempt Property changes so that such Assessor's Parcel is no longer classified as one of the uses set forth in Section F, therefore making such Assessor's Parcel no longer eligible to be classified as Exempt Property, such Assessor's Parcel shall be deemed to be Taxable Property and shall be taxed pursuant to the provisions of Section C.

D. METHOD OF APPORTIONMENT OF SPECIAL TAX

Commencing in Fiscal Year 2014-2015 and for each subsequent Fiscal Year, the CFD Administrator shall levy the Special Tax on all Taxable Property of CFD No. 2014-01 until the total amount of Special Tax levied equals the Special Tax Requirement. The Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property within CFD No. 2014-01 up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.

Notwithstanding any provision of this Section D to the contrary, under no circumstances will the Special Tax levied against any Assessor's Parcel of Developed Property that is classified as Residential Property be increased by more than ten percent (10%) per Fiscal Year as a consequence of delinquency or default in the payment of Special Taxes by the owner of any other Assessor's Parcel, excluding therefrom the increased amount levied pursuant to the Annual Escalation Factor.

E. PREPAYMENT OF SPECIAL TAX

The Special Tax shall be levied in perpetuity for the purpose of financing ongoing authorized services and therefore may not be prepaid.

F. EXEMPTIONS

The City Council shall classify as Exempt Property: (i) Public Property, (ii) Property Owner Association Property, (iii) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement, including but not limited to property designated for open space, trails, pathways, parks or park and recreation related facilities, (iv) property reasonably designated by the City or CFD Administrator as Exempt Property due to deed restrictions, conservation easement, or similar factors.

G. APPEALS

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the CFD Administrator not later than twelve months after having paid the first installment of the Special Tax that is disputed. The CFD Administrator shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the decision of the CFD Administrator requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made but an adjustment shall be made to the Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s) to compensate for the overpayment of the Special Tax.

H. MANNER OF COLLECTION

The annual Special Taxes shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that the Special Taxes may be billed and collected at a different time or in a different manner if necessary to meet the financial obligations of CFD No. 2014-01.

Certificate of Election Official and Statement of Votes Cast

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF PLACENTIA)

The undersigned, Election Council of the City of Placentia, County of Orange, State of California, does hereby certify that pursuant to the provisions of Section 53326 of the Government Code and Division 12, commencing with Section 17000 of the Elections Code of the State of California, I did canvass the returns of the votes cast at the

CITY OF PLACENTIA
COMMUNITY FACILITIES DISTRICT NO. 2014-01
(PUBLIC SERVICES)
ANNEXATION NO. 1
SPECIAL ELECTION

in the City of Placentia, held on February 17, 2015.

I further certify that this Statement of Votes Cast shows the whole number of votes cast in the area proposed to be annexed to Community Facilities District No. 2014-01 (Public Services) of the City of Placentia for or against the Measure are full, true and correct.

VOTES CAST ON PROPOSITION A: YES _____

NO _____

VOTES CAST ON PROPOSITION B: YES _____

NO _____

WITNESS my hand this ____ day of _____, 2015

City Clerk
City of Placentia



**OFFICIAL BALLOT
SPECIAL ELECTION
CITY OF PLACENTIA
COMMUNITY FACILITIES DISTRICT NO. 2014-01
(Public Services)
Annexation No. 1**

**HQT Placentia LLC
13821 Newport Ave
Suite 120
Tustin, CA 92780**

This ballot is for a special landowner election. You must return this ballot in the enclosed postage paid envelope to the office of the City Clerk of the City of Placentia no later than 7:00 p.m. on February 17, 2015 either by mail or in person. The City Clerk's office is located at 401 E. Chapman Ave, Placentia, CA 92870.

To vote, mark a cross (X) in the voting square after the word "YES" or after the word "NO". All marks otherwise made are forbidden. All other distinguishing marks are forbidden and make the ballot void.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Placentia and obtain another.

PROPOSITION A: Shall special taxes be levied annually on taxable property within City of Placentia Community Facilities District No. 2014-01 (Public Services) Annexation No. 1, County of Orange, State of California (the "District"), so long as the special taxes are needed to pay for additional police protection services, fire protection and suppression services, and ambulance and paramedic services, and to pay expenses incidental thereto and to the levy and collection of the special taxes at the special tax rates and pursuant to the method of apportioning the special taxes set forth in Exhibit A to the Resolution of Annexation adopted by the City Council of the City of Placentia on February 17th, 2015?	Yes	<input type="checkbox"/>
	No	<input type="checkbox"/>
PROPOSITION B: Shall an appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, be established for City of Placentia Community Facilities District No. 2014-01 (Public Services) Annexation No. 1, County of Orange, State of California, in the amount of \$1,000,000?	Yes	<input type="checkbox"/>
	No	<input type="checkbox"/>

By execution in the space provided below, you also indicate your waiver of (i) the time limit pertaining to the conduct of the election, (ii) any requirement for analysis and arguments with respect to the ballot measure, and (iii) any irregularity in the proceedings relating to formation of the CFD and the levy of the special taxes.

Number of Votes: 8

Property Owner:

By: _____

CITY OF PLACENTIA
ORANGE COUNTY, CALIFORNIA

RESOLUTION NO. R-2015-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, MAKING CERTAIN FINDINGS, CERTIFYING THE RESULTS OF AN ELECTION AND ADDING PROPERTY TO COMMUNITY FACILITIES DISTRICT NO. 2014-01 (PUBLIC SERVICES), ANNEXATION NO. 1

WHEREAS, the City Council of the City of Placentia (the "City Council"), has previously formed a Community Facilities District pursuant to the provisions of the "Mello-Roos Community Facilities Act of 1982", being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, as amended, said Article 3.5 thereof. The existing Community Facilities District being designated as COMMUNITY FACILITIES DISTRICT NO. 2014-01 (Public Services) (the "District"); and,

WHEREAS, the City Council has also established a procedure to allow and provide for future annexations to the District and the territory proposed to be so annexed in the future was designated as Community Facilities District No. 2014-01 (Public Services), FUTURE ANNEXATION AREA (the "Future Annexation Area"); and

WHEREAS, at this time the unanimous consent to the annexation of certain territory within the Future Annexation Area to the District has been received from the property owner or owners of such territory, and such territory has been designated as ANNEXATION NO. 1 (the "Annexed Area"); and

WHEREAS, there has not been at least twelve (12) registered voters residing within the territory of Annexed Area for each of the ninety (90) days preceding February 17, 2015, therefore, pursuant to the Act the qualified electors of the Annexed Area shall be the "landowners" of such Annexed Area as such term is defined in Government Code Section 53317(f) and each such landowner who is the owner of record as of February 17, 2015 or the authorized representative thereof, shall have one vote for each acre or portion of an acre of land that she or he owns within such Annexed Area; and

WHEREAS, the time limit specified by the Act for conducting an election to submit the levy of the special taxes on the property within the Annexed Area to the qualified electors of the Annexed Area and the requirements for impartial analysis and ballot arguments have been waived with the unanimous consent of the qualified electors of the Annexed Area; and

WHEREAS, the City Clerk of the City of Placentia has caused ballots to be distributed to the qualified electors of the Annexed Area, has received and canvassed such ballots and made a report to the City Council regarding the results of

such canvas, a copy of which is attached as "Exhibit A" hereto and incorporated herein by this reference; and

WHEREAS, at this time the measure voted upon and such measure did receive the favorable 2/3's vote of the qualified electors, and the City Council desires to declare the results of the election; and

WHEREAS, a map showing the Annexed Area and designated as Annexation No. 1 (the "Annexation Map"), a copy of which is attached as "Exhibit B" hereto and incorporated herein by this reference, and a list of Assessor Parcel Numbers and landowners, a copy of which is attached as "Exhibit C" hereto and incorporated herein by this reference, has been submitted to the City Council.

NOW, THEREFORE, BE IT RESOLVED, determined and ordered by the City Council of the City of Placentia as follows:

Section 1. Recitals. The above recitals are all true and correct.

Section 2. Findings. This City Council does hereby determine as follows:

A. The unanimous consent to the annexation of the Annexed Area to the District has been given by all of the owners of the Annexed Area and such consent shall be kept on file in the Office of the City Clerk.

B. There has not been at least twelve (12) registered voters residing within the territory of Annexed Area for each of the ninety (90) days preceding February 17, 2015 therefore, pursuant to the Act the qualified electors of the Annexed Area shall be the "landowners" of such Annexed Area as such term is defined in Government Code Section 53317(f).

C. The qualified electors of the Annexed Area have unanimously voted in favor of the levy of special taxes within the Annexed Area upon its annexation to the District.

Section 3. Annexed Area. The boundaries and parcels of territory within the Annexed Area and on which special taxes will be levied in order to pay for the costs and expenses of authorized public services are shown on the Annexation Map as submitted to and hereby approved by this City Council.

Section 4. Declaration Of Annexation. The City Council does hereby determine and declare that the Annexed Area is now added to and becomes a part of the District. The City Council, acting as the City Council of the District, is hereby empowered to levy the authorized special tax within the Annexed Area.

Section 5. Notice. Immediately upon adoption of this Resolution, notice shall be given as follows:

A. A copy of the annexation map as approved shall be filed in the Office of the County Recorder no later than fifteen (15) days after the date of adoption of this Resolution.

B. An Amendment to the Notice of Special Tax Lien (Notice of Annexation) shall be recorded in the Office of the County Recorder no later than fifteen (15) days after the date of adoption of this Resolution.

PASSED, APPROVED and ADOPTED this 17th day of February 2015.

Mayor, City of Placentia

ATTEST:

City Clerk, City of Placentia

APPROVED AS TO FORM:

City Attorney, City of Placentia

RESOLUTION NO. R-2015-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PLACENTIA ACTING AS THE LEGISLATIVE BODY OF
COMMUNITY FACILITIES DISTRICT NO. 2014-01
DECLARING ITS INTENTION TO ANNEX CERTAIN
TERRITORY THERETO [ANNEXATION NO. 1]

A. Recitals.

(i). The City Council ("Council") of the City of Placentia, California ("City"), on January 7, 2014 adopted its Resolution of Intention ("Resolution of Intention") stating its intention to form Community Facilities District No. 2014-01 (Public Services) of the City of Placentia ("District") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, ("Act") being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, within the territory described more fully on the map entitled "Boundary Map, County of Orange, California, Community Facilities District No. 2014-01 (Public Services) of the City of Placentia," a copy of which is on file with the City Clerk of the City of Placentia.

(ii). On February 18, 2014 the Council adopted Resolution No. R-2014-10 ("Resolution") which established the District and called an election within the District on the proposition of levying a special tax.

(iii). On February 18, 2014, an election was held within the District at which the qualified electors, approved by more than a two-thirds (2/3) vote, the proposition of levying a special tax pursuant to a special tax formula ("Rate and Method of Apportionment") as set forth in Resolution No. R-2014-10 and attached hereto and incorporated herein as Exhibit "A", showing the tax levels in Fiscal Year 2014-15 and certain changes to indicate commencement of the levy the special tax.

(iv). The Council heretofore adopted Ordinance No. O-2014-03 ("Ordinance") which provided for the levying and collection of special taxes ("Special Taxes") within the District, as provided in the Act in accordance with the Rate and Method of Apportionment.

(v). The Council of the City, has received a petition ("Petition") requesting the institution of proceedings for annexation to the District signed by the landowner(s) within the

territory proposed to be annexed ("Property") pursuant to the Act.

(vi). The Council has determined that the Petition complies with the requirements of California Government Code § 53318 and now intends to annex the Property to the District.

(vii). The Council desires to adopt this Resolution of Intention to annex said Property to the District as provided in § 53339 of the Act consisting of the territory described in Exhibit "A" hereto and incorporated herein by this reference, which the Council hereby determines shall be known as "City of Placentia Community Facilities District No. 2014-01 (Public Services) Annexation No. 1" ("Annexation No. 1" or the "Annexation") pursuant to the Act to finance (1) the public services described in Exhibit "B" hereto and incorporated herein by this reference ("Services"); and (2) the incidental expenses to be incurred in connection with financing the Services and forming and administering the District ("Incidental Expenses").

(viii). It is the intention of the Council to consider financing the Services and the Incidental Expenses through the annexation of the Property to the District and the levy of a special tax therein to pay for the Services and the Incidental Expenses, provided that the special tax levies are approved at an election to be held within the District.

B. Resolution.

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

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

2. The Property is proposed to be annexed to the District pursuant to the terms of the Act. It is further proposed that the boundaries of the annexation shall be as described in Exhibit "A" hereto, which boundaries shall, upon recordation of the boundary map for the Annexation, include the entirety of all parcels subject to taxation by the District. The proposed boundaries of the Annexation are depicted on the map of the proposed Community Facilities District No. 2014-01 Annexation No. 1 which is on file in the office of the City Clerk entitled "Map of Proposed Boundaries of City of Placentia Community Facilities District No. 2014-01 (Public Services) Annexation No. 1" which map indicates by a boundary line the extent of the territory

included in the proposed community facilities district and shall govern for all details as to the extent of the Annexation. On the original and one (1) copy of the map of said Annexation on file in the City Clerk's office, the City Clerk shall endorse the certificate evidencing the date and adoption of this Resolution. The City Clerk shall file the original of such map in the City Clerk's Office and, within fifteen (15) days after the adoption of this Resolution, shall file a copy of such map so endorsed in the records of the County Recorder, County of Orange, State of California, all as required by § 3111 of the California Streets and Highways Code.

3. The name of the proposed Annexation shall be "City of Placentia Community Facilities District No. 2014-01 (Public Services) Annexation No. 1".

4. The Services proposed to be provided and financed by District are described on Exhibit "B" attached hereto. The cost of providing the Services includes Incidental Expenses, which include expenses to be incurred in connection with the determination of the amount of the levy of the special tax, the collection of the special tax including the expenses of collecting delinquencies, the payment of salaries and benefits of any City employee whose duties are directly related to the administration of the District, and costs otherwise incurred in order to carry out the authorized purposes of the District. The Council hereby finds and determines that the description of the Services herein is sufficiently informative to allow taxpayers within the proposed Annexation to understand what the funds may be used to finance. The City Council hereby finds that the proposed Services are necessary to meet increased demands placed upon the City as a result of development occurring in Community Facilities District No. 2014-01, including Annexation No. 1 thereto.

5. Except where funds are otherwise available, it is the intention of the City Council to levy annually in accordance with procedures contained in the Act a special tax within the District, including the Annexation area, secured by recordation of a continuing lien against all nonexempt real property in the District, including the Annexation area, sufficient to pay for the Services and Incidental Expenses. The rate and method of apportionment and manner of collection of the special tax within the District is described in detail in Exhibit "C" attached hereto and incorporated herein by this reference. Exhibit "C" allows each landowner within the District to estimate the maximum amount that may be levied against each parcel. In the

first year in which such special tax is levied, the levy shall include an amount sufficient to repay the District all amounts, if any, transferred to the District pursuant to § 53314 of the Act and interest thereon.

6. If special taxes of the District are levied against any parcel used for private residential purposes, (i) the maximum special tax rate shall not be increased over time except that it may be increased by an amount not to exceed the greater of five percent (5%) or the annual percentage increase, if any, of the All Urban Consumers Consumer Price Index ("CPI"). The annual CPI used shall be for the area of Los Angeles - Riverside - Orange County, CA as determined by the Bureau of Labor Statistics for the twelve (12) months ending the preceding December 31 to the extent permitted in the rate and method of apportionment; (ii) such tax shall be levied for a period not to exceed fifty (50) years commencing with Fiscal Year 2014-15, as further described in Exhibit "C" hereto; and (iii) under no circumstances will such special tax be increased as a consequence of delinquency or default by the owner of any other parcels within the District by more than ten percent (10%).

7. The special tax within the proposed Annexation is based on the expected demand that each parcel of real property within the proposed Annexation will place on the Services and on the benefit that each parcel derives from the Services. The City Council hereby determines that the proposed Services are necessary to meet the increased demand placed upon the City as a result of the development of land proposed for inclusion in the District. The City Council hereby determines the rate and method of apportionment of the special tax set forth in Exhibit "C" for the District to be reasonable. The special tax is apportioned to each parcel on the foregoing basis pursuant to § 53325.3 of the Act and such special tax is not based upon the value or ownership of real property. In the event that a portion of the property within Community Facilities District No. 2014-01 Annexation No. 1 shall become for any reason exempt, wholly or partially, from the levy of the special tax specified on Exhibit "C", the City Council shall, on behalf of Community Facilities District No. 2014-01, cause the levy to be increased, subject to the limitation of the maximum special tax for a parcel as set forth in Exhibit "C," to the extent necessary upon the remaining property within the District which is not delinquent or exempt in order to yield the special tax revenues required for the purposes described in § 5, above. The obligation to pay special taxes may be prepaid as set forth in Exhibit "C."

8. A public hearing ("Hearing") on the annexation of the Property to District, the proposed rate and method of apportionment of the special tax and Incidental Expenses shall be held on April 7, 2015 at 7:00 o'clock p.m., or as soon thereafter as the matter may be heard, at the chambers of the City Council of the City of Placentia, 401 E. Chapman Avenue, Placentia, California 92870-6101. Should the City Council determine to annex the Property to the District, a special election will be held within the District to authorize the levy of the special tax in accordance with the procedures contained in California Government Code § 53326. If held, the proposed voting procedure at the elections will be a landowner vote with each landowner who is the owner of record of land within the District at the close of the Hearing, or the authorized representative thereof, having one vote for each acre or portion thereof owned within the Annexation. Ballots for the special elections may be distributed by mail or by personal service.

9. At the time and place set forth above for the Hearing, any interested person, including all persons owning lands or registered to vote within the proposed Annexation, may appear and be heard.

10. The City may accept advances of funds or work-in-kind from any sources, including, but not limited to, private persons or private entities, for any authorized purpose, including, but not limited to, paying the cost incurred in creating Community Facilities District No. 2014-01. The District may enter into an agreement with the person or entity advancing the funds or work-in-kind, to repay all or a portion of the funds advanced, or to reimburse the person or entity for the value, or cost, whichever is less, of the work-in-kind, as determined by the City Council, with or without interest.

11. The City Clerk is hereby directed to publish a notice ("Notice") of the Hearing pursuant to California Government Code § 6061 in a newspaper of general circulation published in the area of the proposed District. Such Notice shall contain the text of this Resolution, state the time and place of the Hearing, a statement that the testimony of all interested persons or taxpayers will be heard, a description of the protest rights of the registered voters and landowners in the proposed Annexation as provided in § 53324 of the Act and a description of the proposed voting procedure for the election required by the Act. Such publication shall be completed at least seven (7) days prior to the date of the Hearing.

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

PASSED, APPROVED and ADOPTED this 17th day of February, 2015.

CHAD P. WANKE,
MAYOR

ATTEST:

PATRICK J. MELIA,
CITY CLERK

I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 17th day of February, 2015 by the following vote:

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

PATRICK J. MELIA,
CITY CLERK

APPROVED AS TO FORM:

ANDREW V. ARCZYNSKI,
CITY ATTORNEY



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: ACTING CITY ADMINISTRATOR

FROM: PUBLIC WORKS MANAGER

DATE: FEBRUARY 17, 2015

SUBJECT: **ACCEPTANCE OF CONSTRUCTION WORK FOR THE PUBLIC ALLEY WAY AND PLACENTIA PARKING LOT PROJECT LOCATED AT 235 BRADFORD AVENUE**

FISCAL
IMPACT: EXPENSE: \$114,303 FOR CONSTRUCTION SERVICES & SOUTHERN CALIFORNIA EDISON SERVICES
OFFSETTING REVENUE: \$114,303 (GAS TAX FUNDS)
BUDGETED: \$114,303 (ACCOUNT NO.: 333552-6185 J/L 61132)

SUMMARY:

In September 2014, the City Council awarded a contract to CHI Construction (CHI), for construction of the Public Alley Way and Placentia Parking Lot located at 235 Bradford Avenue (the Project). This action will conclude the Project, provide \$7,003 of additional funding for street light activation by Southern California Edison (SCE) and authorize filing a Notice of Completion with the Orange County Clerk Recorder's Office in the amount of \$107,300.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Accept the work performed by CHI Construction for construction of the Public Alley Way and Placentia Parking Lot Project located at, 235 Bradford Avenue in the total amount of \$107,300; and
2. Authorize the City Engineer to file a Notice of Completion with the Orange County Clerk Recorder's Office for the Project; and
3. Authorize the City Engineer to release retention funds in accordance with the terms of the contract; and
4. Approve Budget Resolution No. R-2015-xx, A Resolution of the City Council of the City of Placentia, California, Authorizing a Budget Amendment in Fiscal Year 2014/15 in Compliance with City Charter §§ 1206 and 1209 Pertaining to Appropriations for Actual Expenditures.

1.e.

February 17, 2015

DISCUSSION:

On September 16, 2014 the City Council awarded a construction contract to CHI for construction of the public alleyway and parking lot located at 235 Bradford Avenue. The Project construction provides an additional twelve (12) parking stalls in the downtown area, assisting in its revitalization which will generate economic growth and prosperity for the community. The Project improvements also allow for efficient access from Bradford Avenue to Main Street and include: resurfacing of the public street; adding improved drainage for the alley; new landscaping and design aesthetics; and new lighting standards. Since the Project features several new design components the Project's updated standards will be used for consistency as it relates to future infrastructure improvements for the downtown and Metrolink Station area.

The Project was completed on January 29, 2015. The City is prepared to accept the contractor's work and file a Notice of Completion with the Orange County Recorder's Office for this Project. In addition, the City Engineer is prepared to release \$5,365 to CHI which is the amount held in retention in accordance with the Agreement between the parties.

FISCAL IMPACT:

The City awarded a contract to CHI in the amount of \$94,126 for completion of the Project. The Project received a total of five (5) change orders, which ultimately resulted in an increase of \$11,597. The Project also had \$1,577 of increased quantities related to the various contract items. In addition, SCE required an activation fee of \$7,003 for the street lights located within the parking lot. The total funding of the CIP Project, including the SCE scope of work is funded utilizing Gas Tax funds

Submitted by:

Reviewed and approved:



Michael McConaha
Public Works Manager



Linda G. Magnuson
Chief Financial Officer

Reviewed and approved:



Damien R. Arrula
Acting City Administrator

Attachments:

1. Notice of Completion
2. Budget Resolution

RESOLUTION NO. R-2015-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2014/15 IN COMPLIANCE WITH CITY CHARTER §§ 1206 AND 1209 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES.

A. Recitals

(i). The adopted budget for the 2014/15 Fiscal Year sets out estimated appropriations for City expenses throughout the year.

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

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

B. Resolution

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

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

2. The adopted budget for Fiscal Year 2014/15, Resolution No. R-2015-xx, as heretofore amended, hereby is amended to reflect the following transfer of funds from the Account specified to the Account specified:

Fund	Description	Department	GL Acct. #	Increase (Decrease)
City Capital	Construction Services	Public Works	333552-6185 J/L 61132	7,003.00
City Capital	Transfers In	Public Works	330000-7017	(7,003.00)
Gas Tax	Transfers Out	Public Works	170000-8033	7,003.00
Gas Tax	Fund Balance	Public Works	0017-3001	(7,003.00)
				\$ 0

PASSED, ADOPTED AND APPROVED this 17th day of February, 2015.

CHAD P. WANKE, MAYOR

Attest:

PATRICK J. MELIA, CITY CLERK

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 17th day of February, 2015 by the following vote:

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

PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM:

ANDREW V. ARCZYNSKI, CITY ATTORNEY

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO	
Name City Clerk Street City of Placentia Address 401 E. Chapman Ave. City & Placentia, CA 92870 State	

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Free Recording Per Government Code Section 6103.

City Council Approval:

Deputy City Clerk

NOTICE OF COMPLETION

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

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is City of Placentia
3. The full address of the owner is 401 East Chapman Avenue
Placentia, CA 92870
4. The nature of the interest or estate of the owner is: In fee.
N/A
(If other than fee, strike "In fee" and insert, for example, "purchaser under contract of purchase," or "lessee")
5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

	NAMES	ADDRESSES
<u>N/A</u>		
6. A work of improvement on the property hereinafter described was completed on January 29, 2015. The work done was:
The public alley way and parking lot improvements included: resurfacing of the public street, adding improved drainage for the alley; landscaping and aesthetics; and lighting.
- The name of the contractor, if any, for such work of improvement was CHI Construction
7. 701 E. Ball Road, Suite 101, Anaheim, CA 92805 9/16/2014
(If no contractor for work of improvement as a whole, insert "none".) (Date of Contract)
8. The property on which said work of improvement was completed is in the city of Placentia
County of Orange, State of California, and is described as follows: Public Alley Way and Placentia Parking Lot, 235 South Bradford Avenue Project
9. The street address of said property is "none".
(If no street address has been officially assigned, insert "none".)

CITY OF PLACENTIA

Dated: 2-17-2015
Verification for Individual Owner

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

VERIFICATION

I, the undersigned, say: I am the City Engineer the declarant of the foregoing
("President of", "Manager of", "Owner of", etc.)

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

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

Executed on February 17, 2015, at Placentia, California.
(Date of Signature.) (City where signed)

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

DO NOT RECORD

REQUIREMENTS AS TO NOTICE OF COMPLETION

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

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

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

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

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

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

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

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

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

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





Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: ACTING CITY ADMINISTRATOR
FROM: CHIEF FINANCIAL OFFICER
DATE: FEBRUARY 17, 2015
SUBJECT: **DECEMBER 2014 TREASURER'S REPORT**

FISCAL
IMPACT: EXPENSE: NONE

SUMMARY:

The Finance Department has prepared a monthly Treasurer's Report for the month of December 2014. The Treasurer's Report includes all investments managed by the City and investments held by trustees.

RECOMMENDATION:

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

1. Receive and file the December 2014 Treasurer's Report.

DISCUSSION:

Government Code § 53646 states that the Treasurer or Chief Financial Officer of the City may render a report on investments at least quarterly to the legislative body. The attached Treasurer's Report reflects the City's investment portfolio for the month of December 2014. The City Treasurer has reviewed and signed the attached report.

Submitted by:

Linda G. Magnuson
Chief Financial Officer

Reviewed and approved:

Damien R. Arrula
Acting City Administrator

Attachments:

1. December 2014 Treasurer's Report

1.f.

February 17, 2015

City of Placentia

CITY TREASURER'S REPORT

DECEMBER 2014

Fiscal Year 2014-15



**CITY OF PLACENTIA TREASURER'S REPORT
SUMMARY OF CASH & INVESTMENTS
AS OF DECEMBER 31, 2014**

CASH & INVESTMENTS HELD BY CITY				
	Percent of Portfolio	Current Yield	Cost	Market Value
<u>Invested</u>				
Local Agency Investment Fund	27.91%	0.26%	\$ 2,085,704.83	\$ 2,085,704.83
<u>Non-Invested</u>				
Checking Accounts	72.09%		\$ 5,386,208.63	\$ 5,386,208.63
Total Cash & Investments Held by City	100.00%		\$ 7,471,913.46	\$ 7,471,913.46

CASH & INVESTMENTS HELD BY FISCAL AGENT				
	Percent of Portfolio	Current Yield	Cost	Market Value
Money Market Mutual Funds & Treasury Obligations	100.00%	Varies	\$ 3,475,227.68	\$ 3,475,227.68
Total Cash & Investments Held by FA	100.00%		\$ 3,475,227.68	\$ 3,475,227.68

TOTAL CASH AND INVESTMENTS	
Cash & Investments Held by City and Fiscal Agent - Market Value	\$ 10,947,141.14

CITY OF PLACENTIA TREASURER'S REPORT

CASH AND INVESTMENT DETAIL - CITY

AS OF DECEMBER 31, 2014

HELD BY CITY							
Agency	Investment Description	Coupon Rate	Current Yield	Purchase Date	Maturity Date	Purchase Price	Market Value
CASH:							
Bank of America - General Checking	Account No. 143128-0221	N/A	N/A	Varies	On Demand	\$ 5,278,346.19	\$ 5,278,346.19
Bank of America - Workers' Comp	Account No. 143188-0525	N/A	N/A	Varies	On Demand	\$ 88,630.12	\$ 88,630.12
Bank of America - Healthcare	Account No. 143138-0513	N/A	N/A	Varies	On Demand	\$ 19,232.32	\$ 19,232.32
Total Cash						\$ 5,386,208.63	\$ 5,386,208.63
INVESTMENTS:							
Local Agency Investment Fund	City Account No. 98-30-678	N/A	0.26%	Varies	On Demand	\$ 2,085,704.83	\$ 2,085,704.83
TOTAL CASH & INVESTMENTS HELD BY CITY						\$ 7,471,913.46	\$ 7,471,913.46



CITY OF PLACENTIA TREASURER'S REPORT
INVESTMENT DETAIL - HELD BY FISCAL AGENT
AS OF DECEMBER 31, 2014

HELD BY FISCAL AGENT						
Agency	Investment Description	Current Yield	Purchase Date	Maturity Date	Purchase Price	Market Value
2011 Gas Tax Certificates of Participation						
Wells Fargo	Wells Fargo Money Market	0.03%	N/A	N/A	\$ 484,626.09	\$ 484,626.09
2003 Certificate of Participation						
US Bank	US Bank Money Market	0.03%	N/A	N/A	\$ 855,679.38	\$ 855,679.38
2013 Tax Allocation Refunding Bond						
US Bank	First American Treasury Fund	0.01%	N/A	N/A	\$ 10.59	\$ 10.59
2009 Special Tax Revenue Refunding Bond						
US Bank	First American Treasury Fund	0.01%	N/A	N/A	\$ 971,810.57	\$ 971,810.57
1996 Special Tax Refunding Bonds						
US Bank	Invesco Pers Treasury	0.03%	N/A	N/A	\$ 33.63	\$ 33.63
2001 Special Tax Revenue Series A						
US Bank	First American Treasury Fund	0.03%	N/A	N/A	\$ 152,544.68	\$ 152,544.68
US Bank	Bayerische Landesbank Investment Agreement*	5.21%	N/A	N/A	\$ 571,500.00	\$ 571,500.00
2009 Lease Revenue Bond						
US Bank	US Bank Money Market	0.03%	N/A	N/A	\$ 439,022.74	\$ 439,022.74
TOTAL INVESTMENTS HELD BY FISCAL AGENT					\$ 3,475,227.68	\$ 3,475,227.68

*This is a fixed-interest investment agreement entered into in 2001 that holds the reserve requirement for the 2001 Special Tax Revenue Series A bond.

CITY OF PLACENTIA TREASURER'S REPORT



CASH BALANCES AS OF DECEMBER 31, 2014

CITY		
101	General Fund	(1,875,681.92)
115	Economic Uncertainty	500,000.00
201	Utility User Tax	517,778.58
205	State Gas Tax	1,143,774.09
206	Gas Tax Bond Fund	-
207	Housing Authority	122,274.98
210	Measure M	551,332.47
215	Air Quality Management	245,968.63
225	Asset Seizure	450,690.40
226	Traffic Offender Fund	45,695.46
230	Supplemental Law Enforcement	43,580.57
235	Park Development	142,601.00
240	Sewer Construction	17,167.85
245	Storm Drain Construction	93,666.06
250	Thoroughfare Construction	89,488.66
260	Street Lighting District	(104,974.55)
265	Landscape Maintenance	167,079.22
270	Housing and Community Development	29,435.00
275	Sewer Maintenance	2,174,123.27
280	Miscellaneous Grants	677,061.41
401	City Capital Projects	(817,581.57)
501	Refuse Administration	432.99
505	CNG Fueling Station	558,753.48
601	Employee Health & Welfare	(544,141.05)
605	Risk Management	1,885,584.20
610	Equipment Replacement	70,730.27
615	Information Technology	(53,199.42)
620	Citywide Services	-
701	Special Deposits	1,023,243.00
705	H.C.D. Rehabilitation Loans	165,172.12
715	Community Facilities District	784,145.74
	Sub-Total	8,104,200.94
SUCCESSOR AGENCY TO THE RDA		
208	Successor Agency Retirement Fund	(947,317.48)
POOLED CASH		
105	Pooled Cash (Investments)	(2,085,704.83)
	TOTAL CASH	\$ 5,071,178.63

City of Placentia
Changes in Cash Balances
December 31, 2014

RPT FUND	Data FUND	FUND	CASH BALANCE 11/30/2014	RECEIPTS	DISBURSEMENTS	TRANSFERS IN/(OUT)	CASH BALANCE 12/31/2014
101	10	GENERAL FUND	(3,918,154.59)	4,933,834.94	(3,085,928.22)	194,565.95	(1,875,681.92)
115	13	ECONOMIC UNCERTAINTY	500,000.00	-	-	-	500,000.00
201	16	UTILITY TAX FUND	298,838.28	218,940.30	-	-	517,778.58
205	17	GAS TAX	858,722.61	285,051.48	-	-	1,143,774.09
206	52	GAS TAX BOND FUND	-	-	-	-	-
207	53	HOUSING AGENCY	121,441.64	833.34	-	-	122,274.98
208	54	SUCCESSOR AGENCY FUND	(600,623.48)	-	(346,694.00)	-	(947,317.48)
210	18	MEASURE "M"	551,332.47	-	-	-	551,332.47
215	19	AIR QUALITY FUND	229,697.28	16,271.35	-	-	245,968.63
225	21	ASSET SEIZURE FUND	426,469.88	24,265.75	(45.23)	-	450,690.40
226	51	TRAFFIC OFFENDER FUND	45,266.46	572.00	(143.00)	-	45,695.46
230	22	COPS/SUPPL LAW ENFORCEMENT	33,139.63	10,440.94	-	-	43,580.57
235	23	PARK DEVELOPMENT FUND	127,641.00	14,960.00	-	-	142,601.00
240	24	SEWER CONSTRUCTION FUND	17,167.85	-	-	-	17,167.85
245	25	STORM DRAIN CONSTRUCTION FUND	93,666.06	-	-	-	93,666.06
250	26	THOROUGHFARE CONSTRUCTION	89,488.66	-	-	-	89,488.66
260	28	PLACENTIA LIGHTING DISTRICT	(145,829.09)	71,758.18	(30,903.64)	-	(104,974.55)
265	29	LANDSCAPE MAINT. DISTRICT	53,204.36	188,946.86	(75,072.00)	-	167,079.22
270	30	HOUSING & COMMUNITY DEVELOP.	29,435.00	-	-	-	29,435.00
275	48	SEWER MAINTENANCE FUND	2,137,124.77	74,422.81	(37,424.31)	-	2,174,123.27
280	50	MISC GRANTS	211,343.87	470,604.14	(4,886.60)	-	677,061.41
401	33	CAPITAL PROJECTS FUND	(657,032.00)	-	(160,549.57)	-	(817,581.57)
501	37	REFUSE FUND	(1,029,974.82)	1,321,443.87	(291,036.06)	-	432.99
505	38	CNG FUELING STATION	558,753.48	-	-	-	558,753.48
601	39	HEALTH & WELFARE INS.	(403,841.28)	119,206.57	(259,506.34)	-	(544,141.05)
605	40	RISK MANAGEMENT	1,954,466.46	16,634.59	(85,516.85)	-	1,885,584.20
610	41	EQUIPMENT REPLACEMENT FUND	70,730.27	-	-	-	70,730.27
615	42	INFORMATION TECHNOLOGY FUND	(39,389.81)	-	(13,809.61)	-	(53,199.42)
620	43	CITYWIDE INTERNAL SERVICE FUNDS	186,562.34	8,003.61	-	(194,565.95)	-
701	44	TRUST & AGENCY FUND	1,052,574.58	29,458.20	(58,789.78)	-	1,023,243.00
705	45	HOUSING & COMMUNITY DEV. (T&A)	165,172.12	-	-	-	165,172.12
715	47	COMMUNITY FAC. DISTRICT	(36,379.51)	820,525.25	-	-	784,145.74
		TOTAL ALL FUNDS	2,981,014.49	8,626,174.18	(4,450,305.21)	-	7,156,883.46
105	11	INVESTMENTS	(2,085,704.83)	-	-	-	(2,085,704.83)
		TOTAL PER GENERAL LEDGER	\$895,309.66				\$5,071,178.63

CITY OF PLACENTIA TREASURER'S REPORT
CERTIFICATION
AS OF DECEMBER 31, 2014

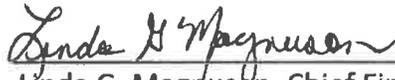
TREASURER'S REPORT

3 Month Projected Cash Requirements (Jan - March): \$7,600,000

3 Month Projected Cash Revenues (Jan - March): \$10,300,000

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

Submitted By:



Linda G. Magnuson, Chief Financial Officer

Approved By:



Kevin A. Larson, City Treasurer



CITY OF PLACENTIA TREASURER'S REPORT
DEFICIT CASH TRANSFERS
AS OF DECEMBER 31, 2014

DEFICIT CASH BALANCES

Fund	Deficit Amount	Economic Uncertainty	Utility Users' Tax	Gas Tax	Sewer Maintenance	CNG Fueling	Risk Management	Total Funding Source
General Fund	(1,875,681.92)	500,000.00	517,778.58	857,903.34				1,875,681.92
Street Lighting District	(104,974.55)			104,974.55				104,974.55
City Capital Projects	(817,581.57)			180,896.20			636,685.37	817,581.57
Employee Health & Welfare	(544,141.05)						544,141.05	544,141.05
Information Technology	(53,199.42)						53,199.42	53,199.42
Successor Agency Ret Fund	(947,317.48)							
Total Transfers	(4,342,895.99)	500,000.00	517,778.58	1,143,774.09	-	-	1,234,025.84	3,395,578.51
			NO FUNDING SOURCE AVAILABLE					
Cash Balance Before Transfer		500,000.00	517,778.58	1,143,774.09	2,174,123.27	558,753.48	1,885,584.20	6,780,013.62
Cash Available After Transfer		-	-	-	2,174,123.27	558,753.48	651,558.36	3,384,435.11



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: ACTING CITY ADMINISTRATOR

FROM: DIRECTOR OF COMMUNITY SERVICES

DATE: FEBRUARY 17, 2015

SUBJECT: **LEASE AGREEMENT WITH LOS ANGELES SMSA LIMITED PARTNERSHIP DBA VERIZON WIRELESS FOR A WIRELESS FACILITY PROPOSED TO BE LOCATED AT 700 TRUMPET AVENUE (APN: 336-564-01) AKA WAGNER PARK**

FISCAL
IMPACT: REVENUE: \$181,988 OVER A FIVE (5) YEAR LEASE TERM

SUMMARY:

Vinculums, on behalf of their client Verizon Wireless, has approached the City regarding placement of a proposed wireless facility at Wagner Park. On January 13, 2015 the Planning Commission reviewed the proposal and approved the construction of a forty-five (45) foot tall, free-standing wireless facility, designed as a monopine to be located in the center of the park. This action will approve a standard lease agreement with Los Angeles SMSA Limited Partnership, dba Verizon Wireless (Verizon) to construct and operate a wireless communication facility at Wagner Park.

RECOMMENDATION:

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

1. Approve a lease agreement with Los Angeles SMSA Limited Partnership dba Verizon Wireless to operate a wireless communication facility at Wagner Park in a form approved by the City Attorney, for an initial term of five (5) years, with the possibility of four (4) additional five (5) year term renewals; and
2. Authorize the Acting City Administrator to execute the lease, applicable documents and renewal terms, in a form approved by the City Attorney.

DISCUSSION:

The City Council has previously approved an ordinance amending the Municipal Code allowing the placement of wireless communications facilities in City parks. Currently, six (6) wireless facilities have been issued leases at City properties including Tuffree Hill Park, City Hall, Champions Sports Complex, Kraemer Memorial Park, Koch Park and most recently Richard Samp Park. Additionally, a lease was approved last year for a co-located facility at Tuffree Hill

1.g.

February 17, 2015

Park. Vinculums has approached the City requesting the installation of a proposed wireless communication facility at Wagner Park to increase the wireless data capability within that area of the City. Vinculums is proposing the construction of a monopine, which is designed to blend with the park's existing tree landscape palette. The proposed monopine structure will be placed in the center of the park within a 625 square foot equipment enclosure adjacent to the Wagner Elementary School soccer field fence line.

Safety

Wireless communication facilities are regulated by the Federal Communications Commission (FCC) and must receive a federal license before transmission can begin. Providers must comply with the American National Standards Institute (ANSI) and Institute of Electrical and Electronic Engineers (IEEE) standards for safe human exposure to radio electromagnetic fields. The proposed facility, like most facilities, creates exposures that are only a small fraction of the limits set forth by the FCC. Moreover, the limits themselves are many times below levels that are generally accepted as having the potential to cause adverse health effects.

Based on materials submitted by Verizon and a letter from Waterford, a consulting engineer for the telecommunication carrier, it has been determined that the wireless communications facility will operate at the lowest possible power levels and is below the established standards used by the FCC for safe human exposure to radio frequency electromagnetic fields. Finally, Verizon has indicated that the equipment operates quietly or virtually noise free. The equipment does not emit fumes, smoke or objectionable odors.

Planning

The City's Planning, Building, Engineering, Police and Community Services Departments along with Orange County Fire Authority and the Placentia Recreation and Parks Commission have reviewed the proposed development application and found no issues. Pursuant to § 23.82.070 of the Placentia Municipal Code, all major wireless communication facilities established within the City are required to obtain Planning Commission approval of a use permit application. The Planning Commission reviewed and approved the application from Verizon during their January 13, 2015 meeting.

Lease Terms

Based on the recent lease negotiation with Verizon for their site at Richard Samp Park, the City will use the City Attorney's office standard lease agreement for wireless facilities including the proposed lease terms:

- Lease payments of \$2,800 per month for the equipment location.
- Advanced payment of \$56,896 that will constitute the first twenty (20) months of rent.
- Lease escalations of four percent (4%) annually.
- Monopine will be approximately 45' in height and located within the equipment enclosure.
- Verizon Equipment: 625 square foot equipment area adjacent to the fence line of the soccer fields at Wagner Elementary School.
- Initial term of five (5) years with renewals of up to four (4) additional five (5) year terms.

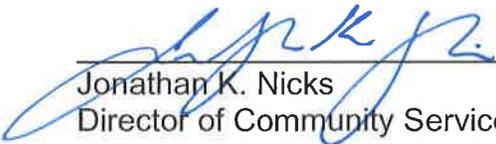
- A lump sum payment of \$3,000 to the City for reimbursable expenses to include legal and staff work related to the lease agreement.
- Additional contribution of \$1,000 for repairs to walkway areas in the park and installation of security lighting on the exterior of the equipment enclosure to address residents concerns.
- Traditional safeguards to the City for liability, damage, termination, and transferring lease of the site, etc.

FISCAL IMPACT:

The proposed lease is for \$2,800 per month (\$33,600 annually) with a 4% annual escalator. Verizon will provide fifty-six thousand eight hundred ninety-six dollars (\$56,896) of rent due in advance and payable within forty-five (45) days of the commencement date of operation which will constitute the first twenty (20) months of rent. The lease revenue stream proposed during the initial five (5) year period is consistent with the lease agreement with Verizon for Richard Samp Park that was approved by City Council on December 16, 2014. A lump sum payment of \$3,000 will be paid within 45 days of lease execution to cover City Attorney and Staff time needed to execute the lease. An additional contribution of \$1,000 will be provided for repairs to walkway areas in the park. The five (5) year total for lease and lump sum payments for the initial agreement is \$181,988 in General Fund revenue.

Prepared by:

Reviewed and approved:


Jonathan K. Nicks
Director of Community Services


Damien R. Arrula
Acting City Administrator

Attachments:

1. Draft Communications Site Lease Agreement
2. Site Plans and Renderings
3. Planning Commission Report from January 13, 2015

COMMUNICATIONS SITE LEASE AGREEMENT

THIS COMMUNICATIONS SITE LEASE AGREEMENT ("Lease Agreement"), dated as of the latter of the signature dates below ("Effective Date"), is made by and between Los Angeles SMSA Limited Partnership, d/b/a Verizon Wireless, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404) ("Lessee"), and the City of Placentia, whose address is 401 E. Chapman Avenue, Placentia, California 92879 ("Lessor") (jointly, the "Parties").

R E C I T A L S

This Lease Agreement is entered into based upon the following facts, circumstances and understandings:

A. Lessor represents and warrants that it owns certain real property legally described in Exhibit "A" attached hereto and commonly known as 700 Trumpet Avenue, Placentia, California 92870; Assessor's Parcel Number 336-564-01 ("Lessor's Real Property"). Lessee desires to lease a portion of Lessor's Real Property (the "Premises"), as expressly described in Exhibit "B" attached hereto. Lessor represents and warrants that it has the complete right and authority to grant the rights set forth herein and that Lessor has full rights of ingress to and egress from the Premises from a public roadway.

B. Lessee desires to construct and operate a wireless communications site at the Premises.

C. Based on the foregoing facts, circumstances and understandings and on the terms and conditions set forth below, Lessor is willing to lease the Premises to Lessee for Lessee's proposed use subject to the terms and conditions of this Lease Agreement.

WHEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the facts, circumstances and understandings set forth above (which are incorporated into the body of this Lease Agreement by this reference) and the terms and conditions set forth herein, the Parties, intending to be legally bound, hereto agree as follows:

1. **Grant and Acceptance of Lease.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Premises for Lessee's proposed use, subject to the following terms and conditions for the Term.

2. **Permitted Uses.**

(a) The Premises shall be used by Lessee for the operation of a wireless communications site. Specifically, the Premises consists of a parcel of ground space measuring approximately twenty-five feet (25') by twenty-five feet (25') and containing approximately six hundred twenty-five (625) square feet for the installation of an equipment shelter and an antenna structure to be in the form of a monopine (collectively, the "Land Space"), and utilities between the Land Space to the nearest appropriate utilities providers. Under this Lease Agreement, Lessee may install, place, use, modify, operate, upgrade, and remove on the Premises such antennas, transmitting and receiving equipment, conduits, wires, batteries, back-up generators, utility lines and facilities, supporting structures, storage facilities, telephone facilities, microwave equipment, and related equipment (collectively, "Lessee's Facilities") as Lessee deems necessary for the operation of its wireless communications site at

the Premises as more particularly shown in Exhibit "B," attached hereto and made a part hereof. Further, Lessee may perform the initial construction, ongoing maintenance, repairs, and modify its Lessee's Facilities as Lessee determines is necessary and appropriate for its ongoing business and has the right to do all work necessary to prepare, modify and maintain the Premises to accommodate Lessee's Facilities and as required for Lessee's communications operations at the Premises. Notwithstanding the foregoing however, the modification or replacement of equipment located on the antenna support structure or outside of Lessee's equipment shelter or cabinets shall be the same size or smaller as the equipment being modified or replaced, provided, however, if the equipment to be installed is larger than the existing equipment which is intended to be replaced, then the installation of such equipment shall be subject to Lessor's prior written approval.

(b) Lessor and Lessee acknowledge and agree that Lessee shall be permitted to install landscaping and irrigation (collectively, "Landscaping") at Lessor's Real Property if required by the Governmental Approvals (as defined below). Lessor hereby consents to the foregoing and to Lessee performing any and all acts required by the Governmental Approvals to install the Landscaping. Plans for the Landscaping shall be approved by Lessor, which approval shall not be unreasonably withheld, conditioned or delayed. Upon completion of the installation of the Landscaping, Lessor shall be responsible for watering and maintaining the same during the Term and all Renewal Terms (as defined below); provided however, that if Lessor fails to water or maintain the Landscaping as may be required by the Governmental Approvals within ten (10) days after Lessee's notice, Lessee shall have the right, but not the obligation to perform any such watering or maintenance, and the cost thereof shall be payable to Lessee by Lessor on demand. If Lessor does not make payment to Lessee within thirty (30) days after such demand, Lessee shall have the right to deduct the reasonable costs of the maintenance and replacement from the succeeding Rent (as defined below) payments normally due from Lessee to Lessor under this Lease Agreement.

3. Prior Approvals. Lessor and Lessee agree that:

(a) Lessee shall obtain all governmental licenses, permits and approvals (collectively, "Governmental Approvals") enabling Lessee to construct and operate wireless communications facilities on the Premises, and Lessee's ability to use the Premises for the Permitted Uses in Section 2 above is contingent upon Lessee receiving all necessary Governmental Approvals, and

(b) Lessee shall pay to Lessor within forty-five (45) days after the Effective Date, a one-time lump sum payment in the amount of \$3,000.00 to reimburse Lessor for its estimated staff and legal fees incurred in connection with the review and execution of this Lease Agreement, and such reimbursement sum shall not be considered Rent (as defined below), nor shall it offset any Rent or other consideration due in connection with this Lease Agreement, and such sum shall be fully earned and non-refundable by Lessor regardless of whether Lessee proceeds with or abandons the project specifically contemplated herein.

(c) Lessor agrees to cooperate with Lessee's reasonable requests for Lessor's signatures and other reasonable assistance as real property owner on permit applications, and obtaining and maintaining Governmental Approvals, for allowing site inspections by governmental agencies required in connection with reviewing permit applications, provided that such cooperation and assistance shall be at no expense to Lessor. In addition, Lessee shall have the right to initiate the ordering and/or scheduling of necessary utilities as shown in Exhibit "B" attached hereto, however, such scheduling must be coordinated with Lessor to minimize disruption to the primary use of Lessor's Real Property.

4. **Term.** The term of this Lease Agreement ("Term") shall be five (5) years commencing on the earlier to occur of the date that is the first day of the month following the date that: (a) Lessee begins construction of Lessee's Facilities on the Premises; (b) Lessee obtains its final building permit for the installation of Lessee's Facilities; or (c) is twelve (12) months after the Effective Date ("Commencement Date"). Lessee shall promptly deliver written notice to Lessor of the Commencement Date if this Lease Agreement commences pursuant to subsection (a) or (b) of this Section 4. Lessor and Lessee agree that they shall acknowledge in writing the Commencement Date if the Commencement Date is based upon (a) above. Lessee shall have the right to extend the Term of this Lease Agreement for up to four (4) additional terms of five (5) years each (each a "Renewal Term"). The terms and conditions for each Renewal Term shall be the same terms and conditions as in this Lease Agreement, except that the Rent and the amounts of insurance coverage as required herein shall be increased as set forth herein below. This Lease Agreement shall automatically be extended for each successive five (5) year Renewal Term unless Lessee notifies Lessor in writing of Lessee's intention not to extend this Lease Agreement at least ninety (90) days prior to the expiration of the first Term or any Renewal Term.

5. **Rent.** Upon the Commencement Date, Lessee shall pay Lessor, as rent, \$2,800.00 per month ("Rent"). Notwithstanding the foregoing, rent for the first (1st) twenty (20) months of the Term shall be payable in a lump-sum payment of \$56,896.00, in advance, to Lessor or Lessor's alternate payee specified in Section 22 below. The initial lump-sum Rent payment will be forwarded by Lessee to Lessor within forty-five (45) days after the Commencement Date or after a written acknowledgement confirming the Commencement Date, if such an acknowledgement is required, and thereafter, beginning on the twenty-first (21st) month of the Term, Rent shall be payable on the first day of each month, in advance, to Lessor or Lessor's alternate payee specified in Section 22 below, except that payment shall be prorated for the final fractional month of this Lease Agreement, or if this Lease Agreement is terminated before the expiration of any month for which Rent should have been paid. Rent shall be automatically adjusted by Lessee on each annual anniversary of the Commencement Date of the Term and of any Renewal Term by an increase of four percent (4%) of the Rent paid during the immediately preceding year.

As additional consideration, Lessee shall pay Lessor a one-time payment of \$1,000.00 as an administrative fee to be paid within forty-five (45) days after the Commencement Date or after a written acknowledgement confirming the Commencement Date to be used for the removal and replacement of a concrete pad around a liquid Amber tree located on the Property.

6. **Due Diligence Contingency and Pre-Commencement Date Access to Premises.**

(a) Lessee shall have the right (but not the obligation) at any time following the full execution of this Lease Agreement and prior to the Commencement Date, to enter the Premises for the purpose of making necessary inspections, taking measurements and conducting engineering surveys (and soil tests where applicable) and any other reasonably necessary tests to determine the suitability of the Premises for Lessee's Facilities (collectively, "Due Diligence"), and for the purpose of preparing the Premises for the installation or construction of Lessee's Facilities. During any Due Diligence activities or pre-installation or pre-construction work, Lessee shall have insurance which covers such activities as set forth in Section 16 below. Lessee shall notify Lessor of any proposed tests, measurements or pre-installation or pre-construction work and shall coordinate the scheduling of such activities with Lessor. If in the course of its Due Diligence Lessee determines that the Premises are unsuitable for Lessee's contemplated use, then Lessee shall have the right to terminate this Lease Agreement prior to the Commencement Date without any further liability or obligation to Lessor by delivery of written notice of termination to Lessor as set forth in Section 13 below. In the event Lessee terminates this Lease Agreement pursuant to the provisions of this Section 6, then, and in that event, Lessee, at Lessee's sole

cost, shall immediately return the Premises to the condition thereof existing prior to Lessee engaging in all Due Diligence activities, which shall be completed within forty-five (45) days after such termination.

(b) Except to the extent otherwise expressly set forth herein, Lessor hereby expressly disclaims all Warranties of Merchantability and Fitness for a Particular Purpose associated with the Premises, which, other than as expressly set forth herein, Lessee accepts the Premises "As Is."

7. Ongoing Access to Premises. Throughout the Term and any Renewal Term of this Lease Agreement, Lessee shall have the right of access without escort to the Premises for its employees and agents twenty-four (24) hours a day, seven (7) days per week to and from a public right-of-way, at no additional charge to Lessee. In exercising its right of access to the Premises herein, Lessee agrees to cooperate with any reasonable security or access control procedures utilized by Lessor at Lessor's Real Property of which Lessee receives written notice from Lessor, and further agrees not create a legal nuisance with the business or other activities of Lessor or of other tenants or occupants of Lessor's Real Property. Lessor shall maintain all existing access roadways or driveways extending from the nearest public roadway to the Premises in accordance with the City's standards and the City's budget constraints. Lessor shall have the right to reconfigure the traffic flow and location of such roadways and driveways on Lessor's Real Property without approval of or compensation to Lessee provided doing so does not prohibit or otherwise materially and adversely interfere with Lessee's ability to access the Premises. Lessor shall be responsible for maintaining and repairing such roadways and driveways at Lessor's sole expense, except for any damage caused directly by Lessee's use of such roadways or driveways. If Lessee causes any such damage, Lessee shall promptly repair the same at its sole expense to the condition in which it was prior to such damage. Lessee shall be responsible for the maintenance and compliance with laws of all towers and structures located on the Premises which Lessee constructs, including compliance with Part 17 of the Federal Communications Commission's ("FCC") rules.

8. Lessee's Work, Maintenance, Repairs and Restoration. All of Lessee's construction and installation work at the Premises shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner. Lessee shall maintain Lessee's Facilities and the Premises in a reasonably neat and safe condition in compliance with all applicable codes and governmental regulations. Lessee, at Lessee's expense, shall be required to make all repairs to the Premises due to damage caused by Lessee, its agents or contractors. Upon the expiration, cancellation or termination of this Lease Agreement, Lessee shall within ninety (90) calendar days thereafter surrender the Premises in good condition, less ordinary wear and tear and casualty not caused by Lessee, its agents or contractors; however, Lessee shall not be required to remove any foundation supports for Lessee's Facilities or conduits which have been installed by Lessee.

9. Title to Lessee's Facilities. Title to Lessee's Facilities and any equipment placed on the Premises by Lessee shall be held by and remain with Lessee. All of Lessee's Facilities shall remain the property of Lessee and are not fixtures. Lessee has the right to remove all of Lessee's Facilities at its sole expense on or before the expiration or termination of this Lease Agreement. Lessor acknowledges that Lessee may enter into financing arrangements including promissory notes and financial and security agreements for the financing of Lessee's Facilities (the "Collateral") with a third party financing entity and may in the future enter into additional financing arrangements with other financing entities. In connection therewith, Lessor (i) consents to the installation of the Collateral to the extent that the Collateral is part of the approved Lessee's Facilities; (ii) disclaims any interest in the Collateral, as fixtures or otherwise, whether arising at law or otherwise, including, but not limited to any statutory landlord's lien; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

10. Utilities. Lessee shall have the right to install utilities, at Lessee's expense, and to improve the present utilities on or near the Premises (including, but not limited to the installation of emergency back-up power). Lessee shall have the right to place utilities on (or to bring utilities across) Lessor's Real Property as shown in Exhibit "B" hereto in order to service the Premises and Lessee's Facilities. Lessor agrees to use reasonable efforts in assisting Lessee to acquire necessary utility service at no cost or expense to Lessor.

11. Interference with Communications. Lessee's Facilities and operations shall not interfere with the prior existing or future communications configurations, frequencies or operating equipment lawfully operated by Lessor ("Lessor's Communications") at Lessor's Real Property. Lessee's Facilities and operations shall comply with all applicable non-interference rules and procedures of the FCC. Upon written notice from Lessor supported by reasonable actual evidence of alleged interference by Lessee with Lessor's Communications, Lessee will cause such interference to cease within three (3) business days after receipt of such notice of interference from Lessor, or Lessee shall shut down the equipment causing such interference. If such interference cannot be cured within such three (3) business-day period, Lessee shall cease operation (except for intermittent testing to determine the cause of such interference) of such equipment until the interference has been corrected. Lessor shall require in writing of all future tenant(s) of any portion of Lessor's Real Property to abstain from engaging in activities or operations which cause interference with the communications operations of Lessee described in Section 2 above, and that all future tenants shall agree to promptly terminate interference or to promptly cure interference to Lessee's communications equipment caused by their operations. Lessor will not use, nor will Lessor permit its employees, tenants, agents or its independent contractors to use any portion of Lessor's Real Property in any way which materially interferes with the Lessee's Facilities, the operations of Lessee or the rights of Lessee under this Lease Agreement. Lessor will cause such interference to cease within three (3) business days after receipt of notice of alleged interference supported with reasonable actual evidence from Lessee. In the event any such interference does not cease within the aforementioned cure period, Lessor shall cease all operations which are suspected of causing such interference (except for operations related to public safety, health and welfare, and for intermittent testing to determine the cause of such interference) until the interference has been corrected. For the purposes of this Lease Agreement, "interference" may include, but is not limited to, any use on Lessor's Real Property that causes material and adverse electronic or physical obstruction with, or degradation of, the communications signals of Lessee's Facilities. In the event any such alleged interference does not cease promptly, the Parties acknowledge that continuing actual interference will cause irreparable injury, and therefore the party alleging interference shall have the right to bring a court action to enjoin such interference, or an FCC interference complaint. Lessor agrees to incorporate a covenant into any subsequent leases, licenses or rental agreements with other persons or entities for any portion of Lessor's Real Property to incorporate the duties specified in this Section 11.

12. Taxes. Lessee shall pay personal property taxes assessed against Lessee's Facilities, and Lessor shall pay when due all real property taxes and all other taxes, fees and assessments attributable to the Premises and this Lease Agreement.

13. Termination. This Lease Agreement may be terminated by Lessee in its sole discretion effective immediately without further liability by delivery of written notice thereof to Lessor prior to the Commencement Date for any reason resulting from Lessee's Due Diligence, or if a title report obtained by Lessee for Lessor's Real Property shows any defects of title or any liens or encumbrances which may adversely affect Lessee's use of the Premises for Lessee's intended use, or for any other or no reason. This Lease Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (a) by either party upon a default of any covenant, condition, or term hereof by the other

party, which default is not cured within thirty (30) days of receipt of written notice of default; provided, however, that no such failure will be deemed to exist if a defaulting party has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of a party; (b) by Lessee if it does not obtain any Governmental Approvals necessary to the construction or operation of Lessee's Facilities, is unable to obtain such Governmental Approvals without conditions which, in Lessee's reasonable discretion, are not standard or typical for premises where wireless communications facilities are located or is unable to maintain such Governmental Approvals despite reasonable efforts to do so; (c) by Lessee if Lessee is unable to occupy or utilize the Premises due to ruling or directive of the FCC or other governmental or regulatory agency, including, but not limited to, a take back of frequencies; or (d) by Lessee in its sole discretion. Lessee's termination of this Lease Agreement pursuant to this Section 13 shall be conditioned upon Lessee's written notice to Lessor, surrender as required in Section 8 of this Lease Agreement, and payment to Lessor of an early termination payment as liquidated damages by Lessee to Lessor equal to three (3) months Rent at the rate then in effect. The early termination payment in this Section shall not in any way be considered as Rent or a Rent offset. Other than as stated in this Lease Agreement, Lessor and Lessee shall not have the right to terminate, revoke or cancel this Lease Agreement. If termination of this Lease Agreement occurs as a result of Lessee's election pursuant to subsection 13(d) herein, Lessee shall, upon giving written notice to Lessor and paying the early termination fee, also immediately discontinue radio transmissions from the Premises.

14. Destruction of Premises. If the Premises is destroyed by natural disaster or by any party other than Lessee or any of Lessee's Subsequent Users (defined below), Lessee may elect to terminate this Lease Agreement pursuant to Section 13(d) of this Lease Agreement, except that no early termination payment shall be paid by Lessee to Lessor.

15. Condemnation. If a condemning authority takes all of Lessor's Real Property, or a portion which in Lessee's sole discretion is sufficient to render the Premises unsuitable for Lessee's ongoing operation of Lessee's Facilities, then this Lease Agreement shall terminate without further liability of Lessee as of the date when possession is delivered to the condemning authority. In any condemnation proceeding each party shall be entitled to make a claim against the condemning authority for just compensation recoverable under applicable condemnation law. Sale of all or part of Lessor's Real Property to a purchaser with the power of eminent domain in the face of the exercise of its power of eminent domain shall be treated as a taking by a condemning authority.

16. Insurance. Lessee shall maintain the following insurance: (1) Commercial General Liability with limits of \$1,000,000.00 per occurrence, (2) Automobile Liability with a combined single limit of \$1,000,000.00 per accident, (3) Workers Compensation as required by law, and (4) Employer's Liability with limits of \$1,000,000.00 each accident/disease/policy limit. Such insurance shall insure, on an occurrence basis, against liability of Lessee and its employees arising out of or in connection with Lessee's use, occupancy and maintenance of Lessor's Real Property.

Lessor, at Lessor's sole cost and expense, shall procure and maintain on Lessor's Real Property, commercial general liability insurance with a combined single limit of at least \$1,000,000.00 per occurrence for bodily injury and property damage. Lessor, Lessor's elected officials, officers, employees, and volunteers shall be included as an additional insured as their interest may appear on Lessee's Commercial General Liability and Automobile Liability policies as respects this Lease Agreement. Upon the Commencement Date of this Lease Agreement each party shall provide to the other a certificate of insurance evidencing the coverage required by this Section 16 and within thirty (30) days of the expiration or renewal of any insurance required by this Lease Agreement. Lessor reserves the right to

amend the policy limits required of Lessee upon the commencement of each Renewal Term to reflect what is required by lessors of the same or other wireless lessees operating in the City of Placentia or in similar areas with similar operations and reasonably commensurate with then-existing telecommunications industry standards.

The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to Lessor's Real Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either party as a result of any asserted right of subrogation. All such policies of insurance obtained by either party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other party.

17. Assignments or Transfers. Lessee shall not assign or transfer this Lease Agreement to any other person or entity in whole or in part unless the assignee or transferee first agrees in writing to fulfill all of the duties and obligations of Lessee in this Lease Agreement accruing thereafter, and Lessor has approved in writing of the assignment or transfer, and Lessor's City Attorney shall first approve in writing of the form of the assignment or transfer document. Notwithstanding the forgoing, however, Lessee may assign this Lease Agreement upon written notice to Lessor to Lessee's parent or subsidiary or any subsidiary of Lessee's parent, or any person or entity which acquires all or substantially all of Lessee's assets in the market defined by the FCC in which Lessor's Real Property is located by reason of a merger, acquisition, or other business reorganization, and assumes all obligations of Lessee under this Lease Agreement. Upon such assignment, Lessee shall be relieved of all liabilities and obligations hereunder (whether accruing prior to or after the effective date of assignment) provided that, in all cases, the assignee: (i) shall be fully responsible for all such liabilities and obligations, (ii) shall first accept all such liabilities and obligations in writing, and (iii) is of substantially similar financial strength or credit worthiness to Lessee at the inception of this Lease Agreement. Provided conditions (i)-(iii) above are met, Lessor shall look solely to the assignee for performance under this Lease Agreement following such assignment and all of assignor rights herein shall terminate. Notwithstanding anything to the contrary contained in this Lease Agreement, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Lease Agreement to any financing entity, or agent on behalf of any financing entity to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by loans, bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

18. Lessee's Subsequent Users and Subsequent Co-Users. Lessee shall have the privilege, subject to the prior written consent of Lessor, to enter into separate agreements with third parties to permit a portion of the Premises and Lessee's Facilities to be used by others whose business is the provision of wireless communications services, subject to the following conditions:

(a) Lessee may sublease vertical space on the monopine appearing in Exhibit "B" to third party providers of communications services ("Subsequent Users") in accordance with this Section 18, subject to those Subsequent Users: (1) obtaining all necessary Governmental Approvals from governmental agencies having jurisdiction, and (2) provided Lessor has negotiated a lease or license directly with the Subsequent User for its use of ground space, and (3) Lessor is granted an opportunity to review and approve the Subsequent User's proposed plans and drawings, which approval shall not be unreasonably withheld, conditioned or delayed, but which approval may be conditioned on the Subsequent User's installation meeting Lessor's reasonable aesthetic requirements. Lessor shall be

responsible for approving the location of the Subsequent User's ground equipment outside of the Premises. Lessee shall retain all rights to rental income from any Subsequent User with respect to the sublease for space on the monopine, and Lessor shall retain all rights to rental income from any Subsequent User with respect to the ground space lease or license it grants to the Subsequent User. If approved by Lessor and if all government zoning and other permits are obtained, Lessee and the Subsequent User(s) shall be entitled to modify their respective facilities and to erect additional improvements on the Premises, including but not limited to antennas, dishes and cabling, as are reasonably required for the operation and maintenance of the communications equipment to be installed on the monopine by the Subsequent User(s). All Subsequent Users shall be entitled to all rights of ingress and egress to the Premises and the right to install utilities, provided same is approved by Lessor.

(b) Lessee may allow third party providers of communications services ("Subsequent Co-Users") in accordance with this Section 18 to utilize Lessee's Facilities for the purpose of transmitting and/or receiving radio frequency transmissions that would otherwise be subject to Section 18(a), subject to (1) Lessee providing prior written notice to Lessor of each such Subsequent Co-User, and (2) no Subsequent Co-User shall be allowed to install any equipment whatsoever within the Premises, and (3) no Subsequent Co-User shall be allowed any physical occupancy of the Premises, and (4) for each Subsequent Co-User Lessee shall remit to Lessor on a monthly basis a sum equal to fifty percent (50%) of the rent or rent-equivalent charged by Lessee to the Subsequent Co-User, and (5) Lessee's rent or rent-equivalent charged to the Subsequent Co-User shall not be less than fifty percent of the Rent then charged by Lessor to Lessee.

(c) Any attempt by Lessee to grant rights of any kind in the Premises or this Lease Agreement that exceed those granted herein by Lessor to Lessee shall be *void ab initio*.

19. Non-disturbance and Quiet Enjoyment; Subordination; Estoppel Certificates.

(a) So long as Lessee is not in default under this Lease Agreement beyond all applicable cure periods, Lessee shall be entitled to quiet enjoyment of the Premises during the term of this Lease Agreement and any Renewal Term, and Lessee shall not be disturbed in its occupancy and use of the Premises or the exercise of its rights and privileges as granted herein.

(b) This Lease Agreement shall be subordinate to each and every deed of trust, mortgage or other security instrument which may now or hereafter affect Lessor's Real Property and to any renewals, extensions, supplements, amendments, modifications or replacements thereof. As a condition of such subordination, Lessor shall obtain and Lessee shall execute and deliver promptly any commercially reasonable agreement of subordination, provided that such agreement acknowledges that this Lease Agreement remains in full force and effect, recognizes Lessee's right to non-disturbance and quiet enjoyment of the Premises so long as Lessee is not in default under this Lease Agreement beyond all applicable cure periods, and Lessee's liability shall be capped at the remaining Rent under this Lease Agreement. If any mortgagee or lender succeeds to Lessor's interest in Lessor's Real Property through a foreclosure proceeding or by a deed in lieu of foreclosure, Lessee shall attorn to and recognize such successor as Lessor under this Lease Agreement provided such party similarly agrees not to disturb Lessee's occupancy and use of the Premises or the exercise of its rights and privileges as granted herein.

(c) At any time upon receipt by a party hereto of not less than thirty (30) days' prior written notice by the other party, the party requested shall execute, acknowledge and deliver to the other party or any other party specified by the requesting party, a statement in writing certifying that this Lease Agreement is in full force and effect, if true, and the status of any continuing defaults under this Lease Agreement, to the requested party's actual knowledge.

20. Indemnification.

(a) **Lessee's Indemnity.** Lessee hereby agrees to defend, indemnify and hold Lessor and Lessor's elected and appointed officials, officers, employees, and volunteers (collectively, "Lessor's Indemnitees") free and harmless from and against any and all losses, claims, liabilities, damages, actions, causes of action, costs and expenses (including reasonable attorney's fees and costs of court) and injuries (including personal injuries or death) to the extent caused by Lessee's occupation, use, operation, maintenance or repair of Lessee's Facilities at the Premises or access over Lessor's Real Property to the Premises, except to the extent resulting from the negligence or willful misconduct of Lessor or Lessor's Indemnitees, or any of them.

(b) **Lessor's Indemnity.** Lessor hereby agrees to defend, indemnify and hold Lessee and Lessee's officers, directors, partners, shareholders, employees, agents, contractors or subcontractors (collectively, "Lessee's Indemnitees") free and harmless from and against any and all losses, claims, liabilities, damages, actions, causes of action, costs and expenses (including reasonable attorney's fees and costs of court) and injuries (including personal injuries or death) to the extent caused by Lessor's use, operation, maintenance or repair of improvements on Lessor's Real Property, the use of Lessor's Real Property by other tenants or lessees of Lessor, any violation of governmental regulations relating to the Premises and any towers used by Lessee (including the lighting or painting for aviation pathways), except to the extent resulting from the negligence or willful misconduct of Lessee or Lessee's Indemnitees, or any of them.

(c) **Special Damages.** Notwithstanding any other provision of this Lease Agreement, neither party shall be liable to the other for consequential damages, damages for lost income and profits, exemplary or punitive damages or other special damages, whether in tort, contract or equity.

(d) **Survival of Indemnity Provisions.** The indemnity provisions of this Section 20 shall survive the expiration, cancellation or expiration of this Lease Agreement for the length of the applicable statute of limitations term during which a claim may be filed plus thirty (30) days, and any claims for indemnification under this Section 20 shall be brought within that period.

21. Hazardous Material. Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material (as defined below) on, under, about or within Lessor's Real Property in violation of any law or regulation. Lessor represents, warrants and agrees: (1) that neither Lessor nor, to Lessor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material on, under, about or within Lessor's Real Property in violation of any law or regulation, and (2) that Lessor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within Lessor's Real Property in violation of any law or regulation. Lessor and Lessee each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any representation, warranty or agreement contained in this Section. As used in this Section, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the State in which Lessor's Real Property is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation.

22. Notices and Deliveries. Any notice or demand required to be given herein shall be made by first class certified or registered mail, return receipt requested, or by reliable national overnight

delivery service, postage pre-paid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

Lessor: City of Placentia
401 E. Chapman Avenue
Placentia, California 92879
Attn: City Administrator

With a copy to: City Attorney
401 E. Chapman Avenue
Placentia, California 92879

Lessee: Los Angeles SMSA Limited Partnership,
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate
Site: Wagner

Lessor or Lessee may from time to time designate any other addressees and addresses for notices or deliveries by written notice to the other party.

23. Bankruptcy.

(a) Lessor and Lessee hereby expressly agree and acknowledge it is the intention of both Parties that if, during the term of this Lease Agreement, either party shall become a debtor in any voluntary or involuntary bankruptcy proceeding under the United States Bankruptcy Code, 11 U.S.C. §§ 101, *et seq.* (the "Code"), this Lease Agreement is and shall be treated as an unexpired lease of nonresidential real property for purposes of Section 365 of the Code, 11 U.S.C. § 365 (as may be amended), and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365 (as may be amended).

(b) Any person or entity to which this Lease Agreement is assigned pursuant to the provisions of the Code shall be deemed without further act to have assumed all of the obligations of Lessee arising under this Lease Agreement both before and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Lessor an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to Lessor, shall be the exclusive property of Lessor, and shall not constitute property of the Lessee or of the estate of Lessee within the meaning of the Bankruptcy Code. Any monies or other considerations constituting Lessor's property under the preceding sentence not paid or delivered to Lessor shall be held in trust for the benefit of Lessor and be promptly paid to Lessor.

24. Relocation. Lessor shall have the right once during or after the Third Renewal Term of this Lease Agreement to require Lessee, upon at least twelve (12) months written notice to Lessee and at Lessee's sole expense to relocate the Premises and Lessee's Facilities to another portion of Lessor's Real Property selected by Lessor in consultation with Lessee of equal size as the Premises and compatible for Lessee's use in Lessee's sole discretion. If an alternate location is agreed upon, Lessee shall relocate Lessee's Facilities upon receipt of all Governmental Approvals required for such relocation and Lessee's service will not be interrupted and Lessee shall be allowed, if necessary, to place a temporary cell site and antenna structure on Lessor's Real Property during such relocation. In the event that Lessee is unable or

unwilling to relocate its Premises and Lessee's Facilities as required by Lessor, Lessor may terminate this Lease Agreement pursuant to this Section 24 (except that no early termination payment shall be paid by Lessee to Lessor) or withdraw its direction to relocate. Upon termination Lessee shall remove Lessee's Facilities from the Premises and return the Premises to Lessor within ninety (90) calendar days of termination in to the condition in which it existed immediately prior to the Commencement Date, normal wear and tear and casualty excepted. Notwithstanding the foregoing, Lessor shall not be permitted to require Lessee to relocate in order to accommodate another tenant at Lessor's Real Property.

25. Miscellaneous.

(a) **Severability.** If any provision of this Lease Agreement is held to be invalid or unenforceable by a court of competent jurisdiction with respect to any party, the remainder of this Lease Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable shall not be affected, each provision of this Lease Agreement shall be valid and enforceable to the fullest extent permitted by law, and the Parties shall negotiate in good faith to amend this Lease Agreement to retain the economic effect of the invalid or unenforceable provisions. If any such action or determination renders the overall performance of this Lease Agreement impossible or materially impairs the original purpose, intent or consideration of this Lease Agreement, and the Parties are, despite the good faith efforts of each, unable to amend this Lease Agreement to retain the original purpose, intent and consideration in compliance with that court or agency determination, either party may terminate this Lease Agreement upon sixty (60) days' prior written notice to the other party.

(b) **Binding Effect.** Each party represents and warrants that said party has full power and authority, and the person(s) executing this Lease Agreement have full power and authority, to execute and deliver this Lease Agreement, and that this Lease Agreement constitutes a valid and binding obligation of each party, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement of creditor's rights generally and by general equitable principles (whether enforcement is sought in proceedings in equity or at law). This Lease Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective Parties.

(c) **Waivers.** No provision of this Lease Agreement shall be deemed to have been waived by a party unless the waiver is in writing and signed by the party against whom enforcement of the waiver is attempted. No custom or practice which may develop between the Parties in the implementation or administration of the terms of this Lease Agreement shall be construed to waive or lessen any right to insist upon strict performance of the terms of this Lease Agreement.

(d) **Governing Law, Courts.** This Lease Agreement shall be governed by and construed according to the laws of the State of California as such laws are applied to agreements entered into and to be performed entirely within California between California residents. Sole venue for any legal claim arising hereunder shall be in the Superior Court of the State of California in Orange County (the "Court"). The Parties consent to *in personam* jurisdiction and *in rem* jurisdiction by the Court, and waive all claims of *forum non conveniens* and any and all other claims that would defeat the venue or jurisdiction of the Court.

(e) **Attorneys' Fees and Costs.** The prevailing party in any legal claim arising hereunder shall be entitled to its reasonable attorneys' fees and costs and court costs as may be awarded by the Court.

(f) **Survival.** Terms, conditions, obligations, and indemnifications of this Lease Agreement which by their sense and context survive the termination, cancellation or expiration of this Lease Agreement will so survive.

(g) **Memorandum of Lease Agreement.** Lessor acknowledges that a Memorandum of Lease Agreement substantially in the form annexed hereto as Exhibit "C" will be recorded by Lessee in the Official Records of the County where Lessor's Real Property is located.

(h) **Entire Agreement; Amendments.** This Lease Agreement constitutes the entire agreement and understanding between the Parties regarding Lessee's lease of the Premises and supersedes all prior and contemporaneous offers, negotiations and other agreements concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease Agreement must be in writing and executed by duly authorized representatives of both Parties.

(i) **No Presumptions Regarding Preparation of Lease Agreement.** The Parties acknowledge and agree that each of the Parties has been represented by counsel or has had full opportunity to consult with counsel and that each of the Parties has participated in the negotiation and drafting of this Lease Agreement. Accordingly, it is the intention and agreement of the Parties that the language, terms and conditions of this Lease Agreement are not to be construed in any way against or in favor of any party hereto by reason of the roles and responsibilities of the Parties or their counsel in connection with the preparation of this Lease Agreement.

(j) **Interpretation.**

(1) Unless the context of this Lease Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

(2) The headings and captions in this Lease Agreement are for reference only and are not incorporated in any term herein.

(k) **No Personal Liability of Officials and Employees of either Party.** No elected official, officer, employee, agent, or volunteer of either party shall be personally liable for any default or liability whatsoever under this Lease Agreement, except in instances of criminal negligence.

(l) **Public Document.** Lessor is a municipal corporation under the laws of the State of California. Lessor and Lessee acknowledge that this Lease Agreement is subject to public disclosure as specified by California Government Code §§ 6250 *et seq.* and is a "public record" within the meaning of California Government Code § 6252(e).

(m) **No Assurances.** Execution of this Lease Agreement is completely unrelated to any and all City of Placentia ("City") planning process(es) and all other required municipal licenses, permits, authorizations, and approvals whatsoever which shall be subject to the normal planning and zoning processes of the City. Grant of this Lease Agreement does not assure Lessee that it will be successful in whole or in part in securing any or all required City permits, or any other required permits or authorizations. Lessee is solely responsible, at its sole expense, for securing any and all required governmental authorizations to construct and to operate Lessee's Facilities which shall be reviewed pursuant to prevailing City requirements at that time.

(n) **Payment of Sums during Breach.** The receipt of any sum paid by Lessee to Lessor after a breach of this Lease Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing by Lessor.

(o) **Claims.** Any claim by Lessee against Lessor arising hereunder shall be subject to California Government Code §§ 800 *et seq.*, and Chapter 1.16 of the Placentia Municipal Code.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Lease Agreement to be executed by their duly authorized representatives on the dates set forth below and acknowledge that this Lease Agreement is effective as of the last date written below.

LESSOR:

City of Placentia

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

LESSEE:

**Los Angeles SMSA Limited Partnership,
d/b/a Verizon Wireless**

By: AirTouch Cellular
Its: General Partner

By: _____
Name: Brian Mecum
Title: Area Vice President Network
Date: _____

EXHIBIT "A"

DESCRIPTION OF LESSOR'S REAL PROPERTY

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

Lot 60 of Tract No. 6394, in the City of Placentia, County of Orange, State of California, as shown on a Map recorded in Book 291, Pages 1, 2 and 3 of Miscellaneous Maps, in the office of the County Recorder of said County.

Assessor's Parcel Number: 336-564-01

EXHIBIT "B"

DESCRIPTION OF PREMISES

to the Communications Site Lease Agreement dated _____, 201__, by and between the City of Placentia, as Lessor, and Los Angeles SMSA Limited Partnership, d/b/a Verizon Wireless, as Lessee.

The Premises consist of those specific areas described/shown below or attached where Lessee's communications antennae, equipment and cables occupy Lessor's Real Property. The Premises and the associated utility connections and access, including easements, ingress, egress, dimensions, and locations as described/shown, are approximate only and may be adjusted or changed by Lessee at the time of construction and thereafter only with Lessor's prior written permission.

SEE ATTACHED.

(A final drawing or copy of a property survey and site plan depicting the above shall replace this Exhibit B when initialed by Lessor or Lessor's designated agent and may be modified from time to time when initialed by both Lessor and Lessee.)

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the day and year last written below.

LESSOR:

City of Placentia

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

LESSEE:

**Los Angeles SMSA Limited Partnership,
d/b/a Verizon Wireless**

By: AirTouch Cellular
Its: General Partner

By: _____
Name: Brian Mecum
Title: Area Vice President Network
Date: _____

[NOTARY ACKNOWLEDGMENTS FOLLOW]

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

LESSOR ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
)
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Notary Public

(Seal)

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

LESSEE ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

On _____, before me, _____, Notary Public, personally appeared Brian Mecum, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Public

(Seal)

EXHIBIT A

DESCRIPTION OF THE PROPERTY

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

Lot 60 of Tract No. 6394, in the City of Placentia, County of Orange, State of California, as shown on a Map recorded in Book 291, Pages 1, 2 and 3 of Miscellaneous Maps, in the office of the County Recorder of said County.

Assessor's Parcel Number: 336-564-01

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the day and year last written below.

LESSOR:

City of Placentia

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

LESSEE:

**Los Angeles SMSA Limited Partnership,
d/b/a Verizon Wireless**

By: AirTouch Cellular
Its: General Partner

By: _____
Name: Brian Mecum
Title: Area Vice President Network
Date: _____

[Notary Acknowledgments Follow]

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

LESSOR ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
)
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Notary Public

(Seal)

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

LESSOR ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
)
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Notary Public

(Seal)

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

LESSEE ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

On _____, before me, _____, Notary Public, personally appeared Brian Mecum, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Public

(Seal)

EXHIBIT A

(Legal Description of Property)

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

Lot 60 of Tract No. 6394, in the City of Placentia, County of Orange, State of California, as shown on a Map recorded in Book 291, Pages 1, 2 and 3 of Miscellaneous Maps, in the office of the County Recorder of said County.

Assessor's Parcel Number: 336-564-01



WAGNER
700 TRUMPET AVE.
PLACENTIA, CA 92870



CODE COMPLIANCE

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LOCAL CODES.

PROJECT DESCRIPTION

CONSTRUCTION OF AN UNMANNED WIRELESS CELL SITE FOR VERIZON.

PROJECT CONSISTS OF:

- (12) PANEL ANTENNAS MOUNTED ON A MONOPINE
- (12) RRU'S & (4) RAYCAPS
- (5) OUTDOOR EQUIPMENT CABINETS
- (1) GENERATOR
- (4) GPS ANTENNAS
- (1) CMU EQUIPMENT ENCLOSURE
- CONNECTIONS AS REQUIRED FOR POWER AND TELCO SERVICES.

SHEET INDEX	
SHEET	DESCRIPTION
T-1	TITLE SHEET
LS-1	TOPOGRAPHIC SURVEY
LS-2	TOPOGRAPHIC SURVEY
A-1	OVERALL SITE PLAN
A-2	ENLARGED SITE PLAN
A-3	ENLARGED SITE PLAN, LEASE AREA PLAN & ANTENNA PLAN
A-4	ELEVATIONS

PROJECT TEAM

ARCHITECT
 FULSANG ARCHITECTURE INC.
 3471 VIA LIDO SUITE 202
 NEWPORT BEACH, CA 92663
 CONTACT: ERIC FULSANG
 PHONE: (949) 838-4139

SURVEYOR
 BERT HAZE & ASSOCIATES
 3188 AIRWAY AVE #K1
 COSTA MESA, CA 92626
 CONTACT: BERT HAZE
 PHONE: (714) 557-1567

PROJECT REPRESENTATIVE
 EBI CONSULTING
 CONTACT: STEFANO TORRES
 PHONE: (213) 327-4885
 CONTACT: KRISTIN JONES
 PHONE: (717) 881-8158

PROJECT INFORMATION

APPLICANT/LESSEE
 VERIZON
 15505 SAND CANYON AVE.
 BUILDING 'D' 1st FLOOR
 IRVINE, CA 92618
 24 HR EMERGENCY CONTACT
 PHONE: (949) 286-7000

PROPERTY OWNER
 PROPERTY OWNER: CITY OF PLACENTIA
 CONTACT PERSON: TBD
 CONTACT NUMBER: (714) 993-8232
 PROPERTY OWNER ADDRESS: TBD

PROPERTY INFORMATION
 A.P.N.: 336-564-01 & 336-491-23
 JURISDICTION: CITY OF PLACENTIA
 CURRENT ZONING: R-1
 OCCUPANCY TYPE: B/U
 TYPE OF CONSTRUCTION: V-B
 ADA REQUIREMENTS: FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. DISABLED ACCESS NOT REQUIRED. 2010 CBC SECTION 1103B EXCEPTION 1

NOTES

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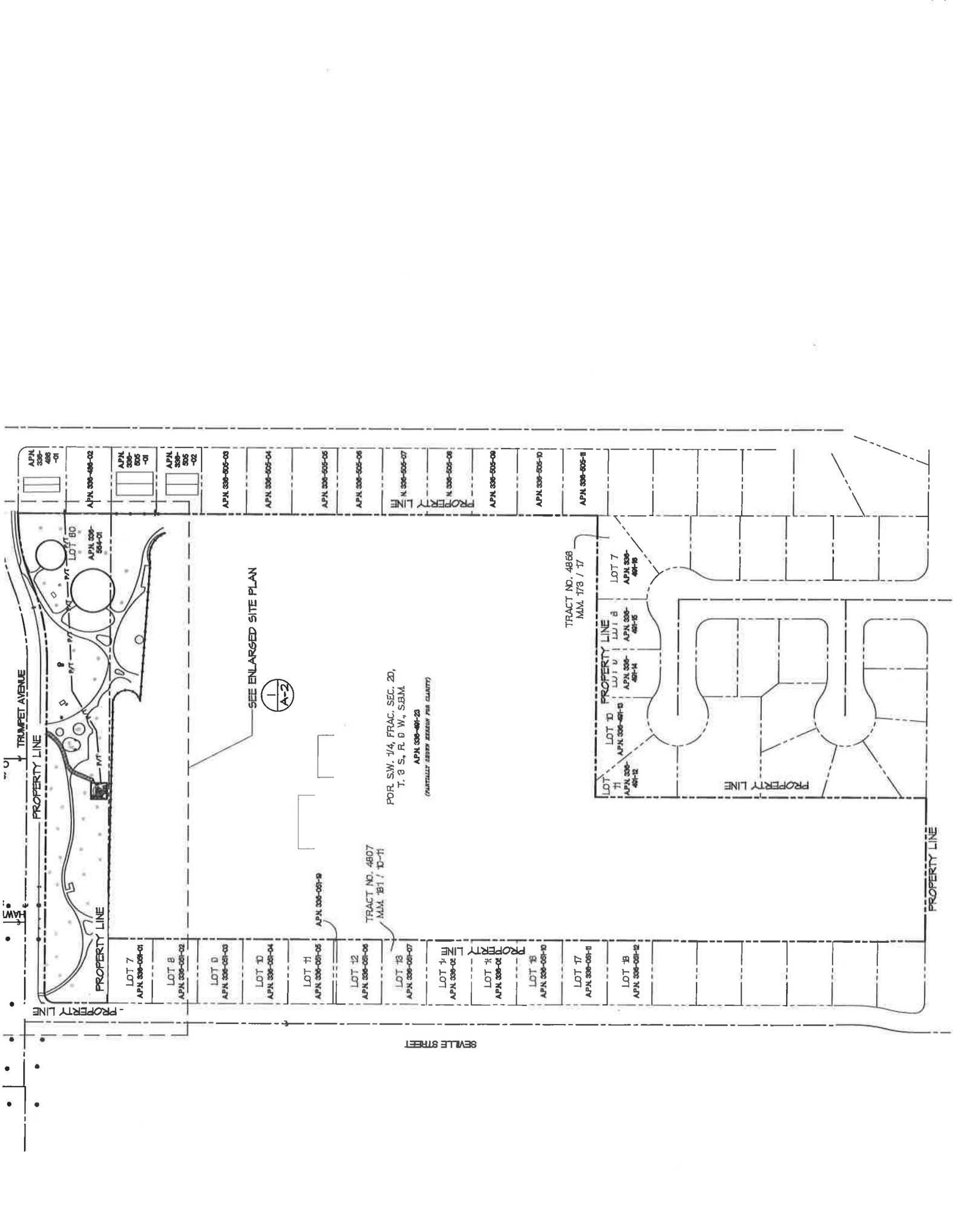
COAX/ANTENNA SCHEDULE

ANTENNA SECTOR	AZIMUTH	ANTENNA MAKE/MODEL	COAX LENGTH
ALPHA	120°	TBD	75'
BETA	240°	TBD	75'
GAMMA	0°	TBD	75'
MW	24°	TBD	60'
GPS	N/A	TBD	20'

NOTE: CONSTRUCTION MANAGER TO FIELD VERIFY CABLE LENGTHS PRIOR TO ORDERING, FABRICATION, OR INSTALLATION OF CABLES. CHECK RF DATA SHEET

APPROVAL

LANDLORD: _____
 PROJECT MANAGER: _____



1

TRUMPET AVENUE

PROPERTY LINE

PROPERTY LINE

SEVILLE STREET

APN 336-486-01

APN 336-486-02

APN 336-505-01

APN 336-505-02

APN 336-505-03

APN 336-505-04

APN 336-505-05

APN 336-505-06

APN 336-505-07

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APN 336-505-09

APN 336-505-10

APN 336-505-11

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APN 336-505-14

APN 336-505-15

APN 336-505-16

APN 336-505-17

APN 336-505-18

APN 336-505-19

APN 336-505-20

SEE ENLARGED SITE PLAN



TRACT NO. 4807
M.M. 181 / 10-11

POP. SW. 1/4, FRAC. SEC. 20,
T. 8 S., R. 6 W., SBIM.

APN 336-481-23
(PARTIALLY SHOWN HEREIN FOR CLARITY)

TRACT NO. 4868
M.M. 173 / 17

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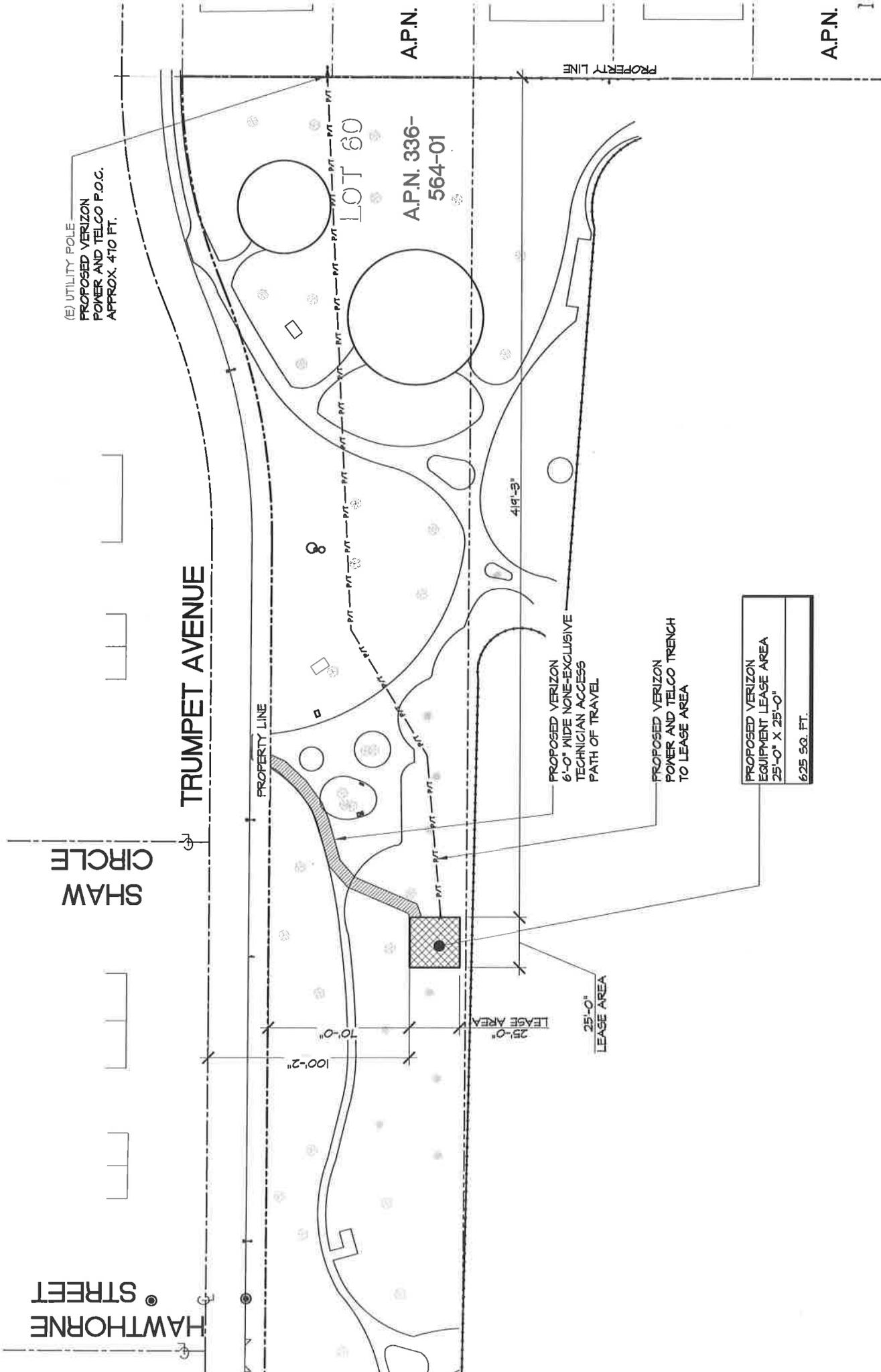
LOT 181
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APN 336-481-195

NOTE: 100'-0" SETBACK FROM
RESIDENTIAL PROPERTIES
MAINTAINED



(E) UTILITY POLE
PROPOSED VERIZON
POWER AND TELCO P.O.C.
APPROX. 470 FT.

TRUMPET AVENUE

SHAW
CIRCLE

HAWTHORNE
STREET

LOT 60

A.P.N. 336-
564-01

A.P.N.

A.P.N.

PROPOSED VERIZON
6'-0" WIDE NONE-EXCLUSIVE
TECHNICIAN ACCESS
PATH OF TRAVEL

PROPOSED VERIZON
POWER AND TELCO TRENCH
TO LEASE AREA

PROPOSED VERIZON
EQUIPMENT LEASE AREA
25'-0" X 25'-0"
625 SQ. FT.

PROPERTY LINE

PROPERTY LINE

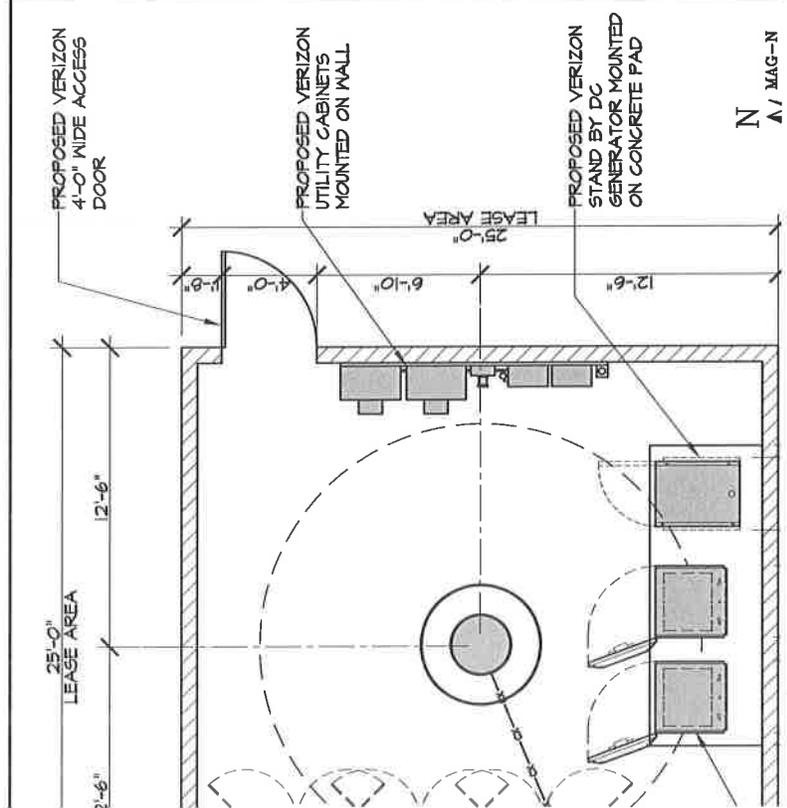
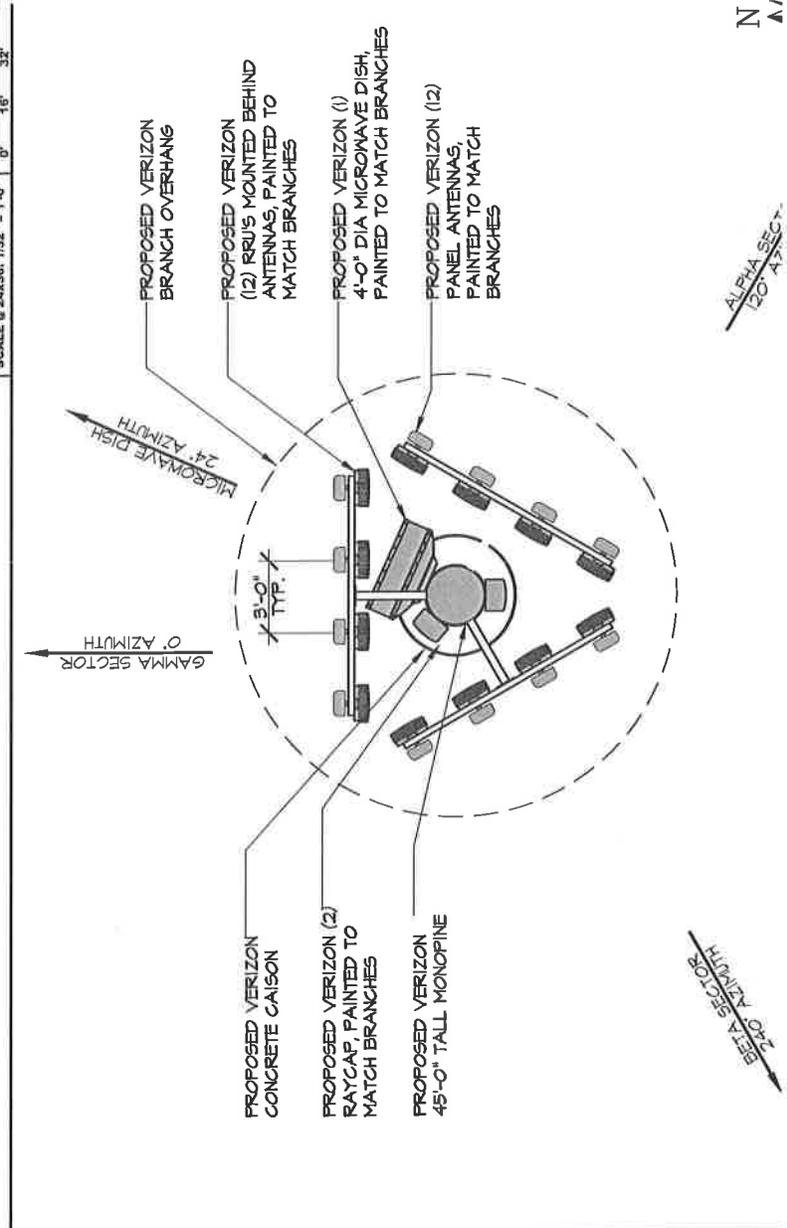
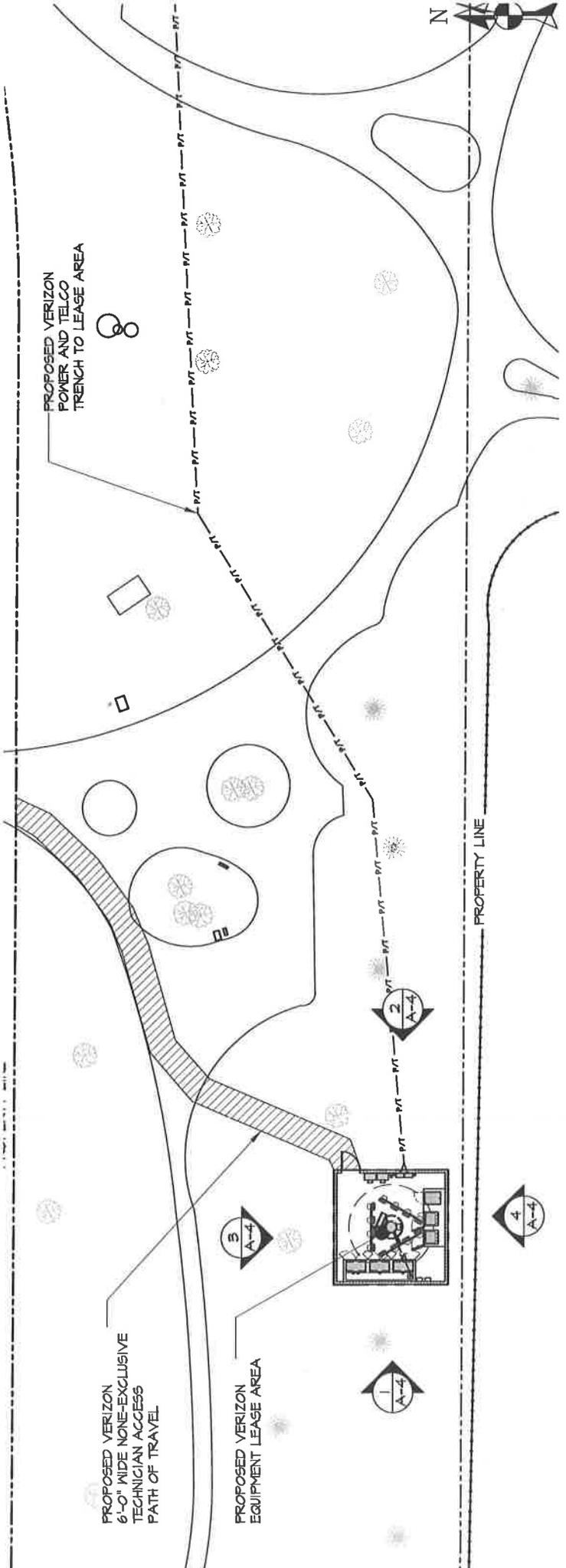
100'-2"

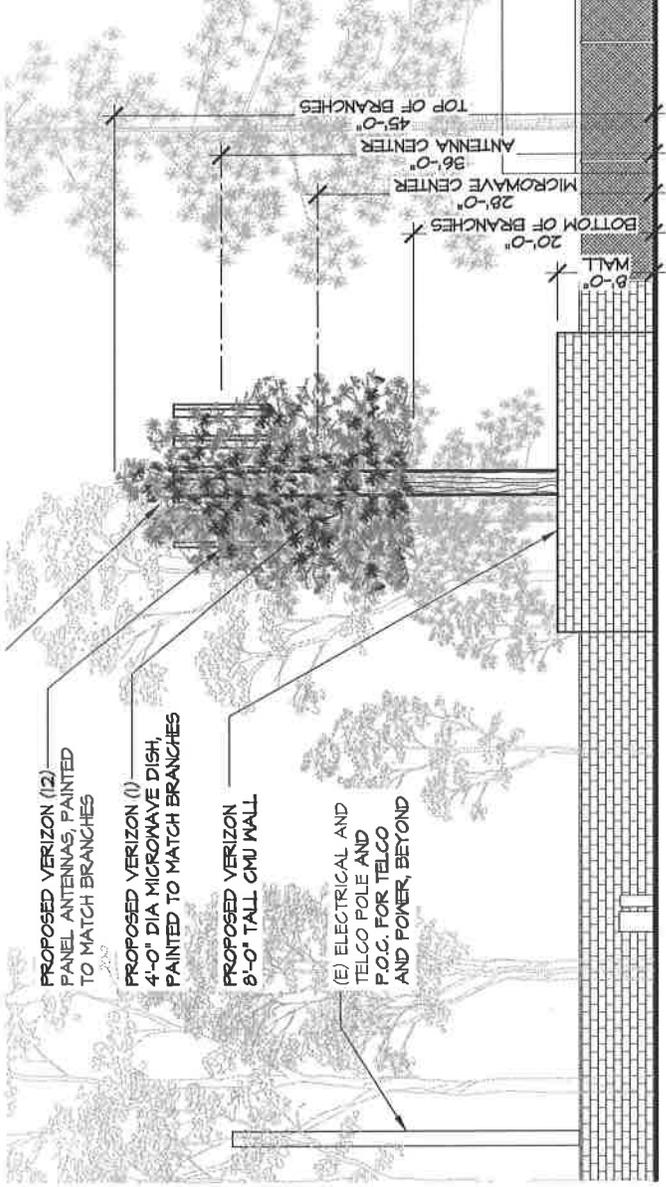
70'-0"

25'-0"
LEASE AREA

25'-0"
LEASE AREA

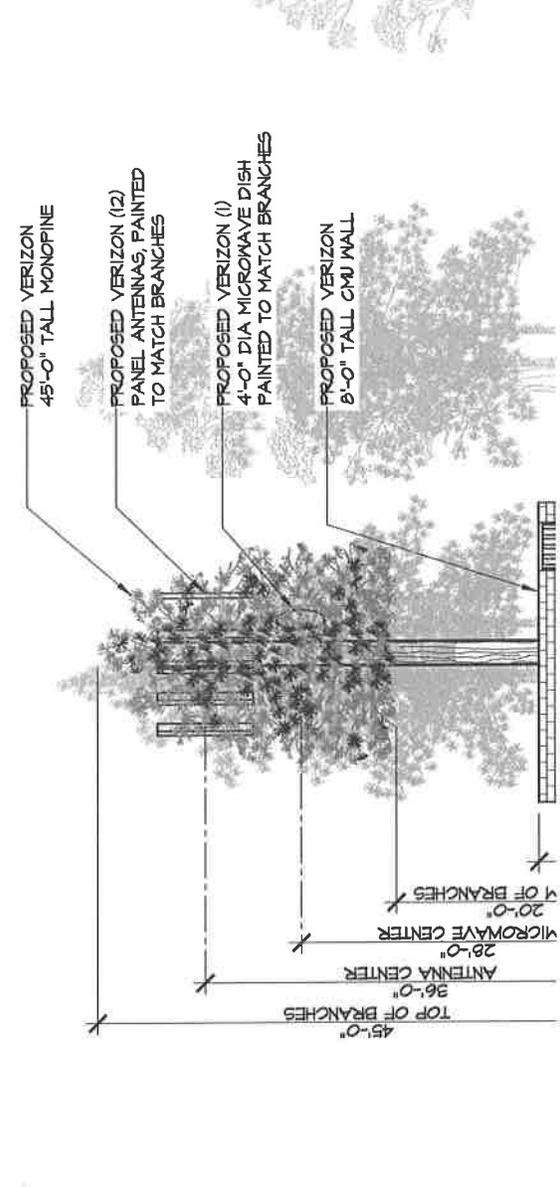
41'-3"





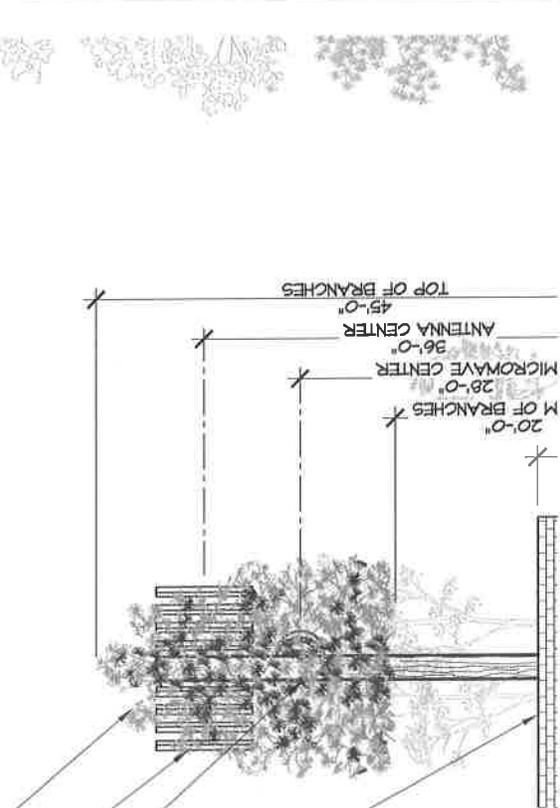
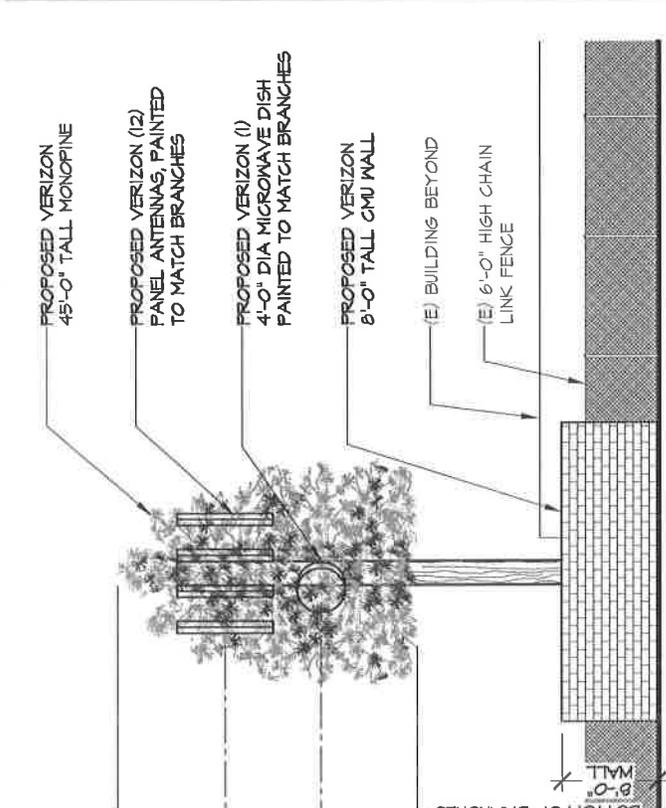
WEST ELEVATION

SCALE @ 11x17: 1/16" = 1'-0"
SCALE @ 24x36: 1/8" = 1'-0"



3

SCALE @ 11x17: 1/16" = 1'-0"
SCALE @ 24x36: 1/8" = 1'-0"





Placentia Planning Commission Agenda

Regular Meeting
January 13, 2015
6:30 p.m.

Placentia Library Meeting Room
411 E. Chapman Avenue

Christine Schaefer
Chair

Frank Perez
Vice Chair

Dana Hill
Commissioner

James Schenck
Commissioner

Thomas Solomonson
Commissioner

Vic Tomazic
Commissioner

Procedures for Addressing the Commission

Any person who wishes to speak regarding an item on the agenda or on a subject within the Planning Commission's jurisdiction during the "Oral Communications" portion of the agenda should fill out a "Speaker Request Form" and give it to the Commission Secretary 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 Commission Secretary BEFORE the item is called.

The Commission encourages 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 Commission discourages clapping, booing or shouts of approval or disagreement from the audience.

**PLEASE SILENCE CELL PHONES AND OTHER ELECTRONIC
EQUIPMENT WHILE THE COMMISSION IS 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)

Copies of all agenda materials are available for public review in the Office of the City Clerk, City Planning Division Counter, Placentia Library Reference Desk and the internet at www.placentia.org under the Planning Commission page. Persons who have questions concerning any agenda item may call the City Planning Division at (714) 993-8124 to make inquiry concerning the nature of the item described on the agenda.

In compliance California Government Code Section 54957.5, any writings or documents provided to a majority of the Planning Commission 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.

City of Placentia
401 E Chapman Avenue
Placentia, CA 92870

Phone: (714) 993-8124
Fax: (714) 961-0283
Website: www.placentia.org

**City of Placentia
Placentia Library Meeting Room
411 E. Chapman Avenue
January 13, 2015**

**REGULAR MEETING
6:30 p.m. – Library Meeting Room**

MEETING CALLED TO ORDER

ROLL CALL: Chair Schaefer
Vice Chair Perez
Commissioner Hill
Commissioner Schenck
Commissioner Solomonson
Commissioner Tomazic

PLEDGE OF ALLEGIANCE:

ORAL COMMUNICATIONS:

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

CONSENT CALENDER:

1. **Minutes**
Planning Commission Meetings- September 9, 2014, November 12, 2014

Recommended Action: Approve

PUBLIC HEARING

2. **Applicant: Verizon Wireless Communications**

Use Permit (UP) 2014-05

To permit the construction of a proposed 45 foot high Verizon wireless monopine located at 700 Trumpet Avenue (Wagner Park) within the R-1 Single Family Residential District. The proposed use is not expected to create a negative impact on the physical environment and is therefore categorically exempt pursuant to the California Environmental Quality Act (CEQA) Guideline § 15061()(3) and City Environmental Guidelines.

Recommended Action: It is recommended that the Planning Commission:

- a. Adopt Resolution No. PC-2015-01, A Resolution of the Planning Commission of the City of Placentia, California, approving Use Permit No. 2014-05 pertaining to construction of a Verizon wireless communication facility on property located at 700 Trumpet Avenue and making findings in support thereof; and
- b. Find that the Application is Categorically Exempt pursuant to the California Environmental Quality Act of 1970, as amended, the Guidelines promulgated thereunder (14 CCR § 15303) and Placentia Environmental Guidelines.

NEW BUSINESS:

DEVELOPMENT REPORT

DIRECTOR'S REPORT:

PLANNING COMMISSION REQUESTS

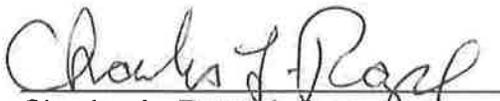
Commission members may make requests or ask questions of staff. If a Commission member would like to have formal action taken on a requested matter, it will be placed on a future Commission Agenda.

ADJOURNMENT

The Planning Commissioners ADJOURN to a Regular meeting on Tuesday, February 10, 2015 at 6:30 p.m. in the City Council Chambers at 401 East Chapman Avenue, Placentia.

CERTIFICATION OF POSTING

I, Charles L. Rangel, Secretary to the Planning Commission of the City of Placentia, hereby certify that the Agenda for the January 13, 2015 regular meeting of the Planning Commission of the City of Placentia was posted on January 8, 2015.


Charles L. Rangel, Secretary



Placentia Planning Commission

Agenda Staff Report

TO: PLANNING COMMISSION

FROM: CONTRACT SENIOR PLANNER

DATE: January 13, 2015

SUBJECT: USE PERMIT 2014-05

RECOMMENDATION:

It is recommended that the Planning Commission take the following action:

1. Adopt Resolution No. PC-2015-01, A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PLACENTIA, CALIFORNIA, APPROVING USE PERMIT NO. 2014-05 PERTAINING TO CONSTRUCTION OF VERIZON WIRELESS COMMUNICATION FACILITY ON PROPERTY LOCATED AT 700 TRUMPET AVENUE AND MAKING FINDINGS IN SUPPORT THEREOF; and
2. Find that the Application is Categorically Exempt pursuant to the California Environmental Quality Act of 1970, as amended, the Guidelines promulgated thereunder (14 CCR § 15061(b)(3)) and Placentia Environmental Guidelines.

DISCUSSION:

Pursuant to § 23.82.070 of the Placentia Municipal Code, all major wireless communication facilities established within the City are required to obtain Planning Commission approval of a use permit application.

Subject Site and Surrounding Land Uses:

The proposed site is located at 700 Trumpet Avenue and within Wagner Park. The following table shows the existing land uses, zoning and General Plan Land Use Designation:

	Land Use	General Plan Land Use Designation	Zoning Designation
Current & Proposed	City park	Open Space/Park	R-1 Single Family Residential
West	Single-family Homes	Low Density Residential	R-1 Single Family Residential
East	Single-family Homes	Low Density Residential	R-1 Single Family Residential

North	Single-family Homes	Low Density Residential	R-1 Single Family Residential
South	School	School	R-1 Single Family Residential

Antennas/Operational Characteristics:

VERIZON is proposing an unmanned wireless cell tower which consists of:

- 12 - panel antennas
- 12 remote radio units (RRU's)
- 3 raycaps
- 4 GPS antennas stored inside a concrete block enclosure lease area
- 1 standby generator
- Connections as required for power
- 45 foot tall monopine

The monopine is proposed to be located near Trumpet Street. The proposed equipment enclosure will be placed near the existing playground.

Aesthetics:

The City's wireless communication facility Ordinance specifically requires operators to consider visual impacts when locating and constructing a major wireless communication facility. The forty-five (45) foot tall monopine structure will be painted to match the branches and RRU's mounted in front of the antennas. The radio center, pole, branches and related equipment will be painted with green hues and earth tones to blend with each other so as to camouflage the overall look of the wireless facility within the park.

Equipment Enclosure:

The applicant proposes concrete masonry unit (CMU) block with which to build the enclosure and equipment cabinets. The City staff however recommends requiring that split-face brick with a flush cap is used instead because this material not only deters graffiti but has a superior decorative appearance.

Height:

In accordance with the R-1 District regulations, the maximum permitted height for structures in this district is thirty (30) feet. The proposed "monopine" is forty-five (45) feet tall; therefore, it exceeds development standards set forth in the R-1 District. The proposed monopine is fifteen (15) feet taller than the maximum allowable height within this district; however, the cell tower "monopine" (design is also regulated by Placentia Municipal Code § 23.81.090 (Height limits-Generally) which states that "chimneys, silos, cupolas, flag poles, monuments, gas storage holders, radio and other towers, water tanks, church steeples and similar structures and mechanical appurtenances may be permitted in excess of height limits provided a use permit is first obtained in each case."

Safety:

Wireless communication facilities are regulated by the Federal Communications Commission (FCC) and must receive a federal license before transmission can begin. Providers must comply with the American National Standards Institute (ANSI) and Institute of Electrical and Electronic Engineers (IEEE) standards for safe human exposure to radio electromagnetic fields. ANSI and IEEE standards are considered the most appropriate health and safety guidelines for this type of industry. If a wireless communications facility does not maintain ANSI/IEEE mandated standards, their FCC license will be revoked and any City authorized use permit would be declared null and void.

FCC rules require transmitting facilities (including wireless) to comply with Radio Frequency (RF) exposure guidelines. The rules have been clarified in several FCC rulemakings but are most conveniently grouped and discussed in the FCC's Office of Engineering and Technology Bulletin 65, titled, "*Evaluating Compliance with FCC Guidelines for Human Exposure to Radiofrequency Electromagnetic Fields.*" The limits established in the guidelines are designed to protect the public health with a very large margin of safety. The limits set forth by the FCC have been endorsed by the Environmental Protection Agency and the Food and Drug Administration.

As stated below, the proposed facility, like similar facilities, will create maximum exposures that are only a small fraction of the total limits set forth by the FCC. Moreover, the FCC limits themselves are many times below levels that are generally accepted as having the potential to cause adverse health effects. Nonetheless, it is recognized that any instance of noncompliance with the guidelines is potentially very serious, and the FCC has therefore implemented procedures to enforce compliance with its rules.

Based on a letter submitted by Verizon, the wireless communications facility will operate at the lowest possible power levels and is below the established standards used by the FCC for safe human exposure to radio frequency electromagnetic fields. These standards have been tested and are considered safe by ANSI and the IEEE. The attached Special Conditions of Approval (Attachment A) address continued compliance with ground level RF emissions as set forth in Bulletin 65.

Finally, the applicant has stated that the equipment operates quietly or almost noise free and that the proposed equipment does not emit fumes, smoke or objectionable odors.

Limits of Review

Section 332(c)(7) of the Communications Act (which is identical to § 704(a) of the Telecommunications Act of 1996) does not limit local government authority over siting wireless facilities, but it does set forth specific limitations on local governments. Specifically, 47 U.S.C. § 332(c)(7) (B) (iv) states: "No State or local government or instrumentality thereof may regulate the placement, construction, or modification of

personal wireless service facilities on the basis of the environmental effects of radio frequency emissions to the extent that such facilities comply with the Commission's regulations concerning such emissions."

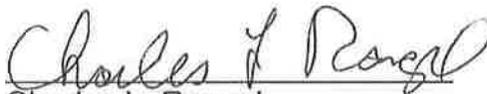
Therefore, the authority of the Planning Commission with regard to RF emissions is limited to reviewing the proposed project for planned compliance with the FCC RF emissions safety rules, and to ensure that any special conditions of approval accepted with the Use Permit maintain such compliance.

CEQA for Use Permit (UP) 2014-05:

The California Environmental Quality Act (CEQA) allows for exemptions for small new construction projects which do not result in any changes in land use or density. The applicant proposes to construct a (45) forty-five foot tall wireless facility and equipment enclosure and related equipment.

The proposed Use Permit was reviewed by staff in accordance with the requirements of the California Environmental Quality Act ("CEQA"), Public Resources Code §§ 21000 *et seq.*, the State CEQA Guidelines, 14 C.C.R. §§ 15000 *et seq.*, and the Environmental Impact Report Guidelines of the City of Placentia. Staff recommends that the Planning Commission exercise its independent judgment and find that Use Permit (UP) 2014-05 is exempt from CEQA pursuant to State CEQA Guidelines § 15061(b)(3) as it pertains to a use where it can be seen with certainty that there is no possibility that the project will have a significant effect on the environment.

Prepared by:


Charles L. Rangel
Contract Senior Planner

Reviewed and approved by:


Damien R. Arrula
Assistant City Administrator

Attachments:

1. Site plans and construction details
2. Colored photo simulations
3. Resolution
4. Conditions of approval

RESOLUTION NO. PC-2015-01

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PLACENTIA APPROVING USE PERMIT NO. 2014-05 PERTAINING TO CONSTRUCTION OF A VERIZON WIRELESS COMMUNICATION FACILITY ON PROPERTY LOCATED AT 700 TRUMPET AVENUE AND MAKING FINDINGS IN SUPPORT THEREOF.

A. Recitals.

(i). Core Development on behalf of Verizon, ("Applicant" hereinafter), has filed an application for approval of Use Permit NO. 2014-05 on property located at 700 Trumpet Avenue, as described in the title of this Resolution. Hereinafter, in this Resolution, the subject Use Permit request is referred to as the "Application."

(ii). On January 13, 2015 this Commission conducted a duly noticed public hearing, as required by law, and concluded said hearing prior to the adoption of this Resolution.

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

B. Resolution.

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

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

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

a. The proposed use will not be: (1) detrimental to the health, safety or general welfare of the persons residing or working within the neighborhood of the proposed use or within the city, or (2) injurious to the property or improvements within the neighborhood or within the city. Subject to compliance with the attached Special Conditions of Approval and Standard Development Requirements (Attachment "A"), this use complies with all applicable code requirements and development

standards of the "M" Manufacturing District and Placentia Municipal Code Chapter 23.47, Wireless Communication Facilities.

b. According to the submitted Radio frequency Exposure Pre-Installation Compliance Assessment Analysis Report and the letter from Waterford Consultants, the proposed Verizon wireless facility and related equipment are regulated by the Federal Communications Commission (FCC) and will operate within the frequencies established for Specialized Mobile Radio operators. The Verizon wireless telecommunication facility will operate at the lowest possible power levels that are below established standards used by the FCC for safe human exposure to radio frequency electromagnetic fields. These standards have been tested and considered safe by the American National Standards Institute (ANSI) and the Institute of Electrical and Electronics Engineers (IEEE). The applicant shall be required to submit a Report of Compliance with FCC/FAA concluding that the facility will comply with the prevailing standards for limiting public exposure to radio frequency energy and will not cause a significant impact on the environment.

c. With adherence to the Conditions of Approval related to aesthetic improvements, the forty-five (45) feet tall wireless communication facility will not have a visual or aesthetic impact on the property or in the immediate vicinity in that the facility shall include the installation of faux branches down to a level no lower than fifteen (15) feet from the ground in a manner that provides a general monopine tree appearance. A proposed raycap will be mounted to the pole and painted to match the pole. Furthermore, all antenna units are to be painted green or in green/brown patterns and shall be covered with panel covers (socks) with matching branch material. Special Conditions of Approval have been included to require that all new cable/utility runs are to be placed underground. The applicant has indicated that the Verizon equipment operates quietly or almost noise free and the equipment does not emit fumes, smoke or objectionable odors.

d. The proposed use is consistent with the City's General Plan. The General Plan Land Use designation for the subject site is "Open Space/Park", and the proposed use does not involve any change in the land use of the subject site. Wireless communications facilities are permitted within the "R-1" Single Family Residential Zoning District.

e. The proposed use, activity or improvements, subject to the attached Special Conditions of Approval and Standard

Development Requirements (Attachment "A"), is consistent with the provisions of the Zoning Ordinance or regulations applicable to the property.

f. Conditions necessary to secure the purposes of this section, including guarantees and evidence of compliance with conditions are made part of the Use Permit approval. Attachment "A" contains Special Conditions of Approval and Standard Development Requirements specific to Use Permit 2014-05 to ensure compliance with the Placentia Municipal Code.

3. The Planning Commission specifically finds that the Application is Categorically Exempt pursuant to the California Environmental Quality Act of 1970, as amended, the Guidelines promulgated thereunder, 14 CCR § 15061(b)(3), and Placentia Environmental Guidelines.

4. The Planning Commission hereby directs that, upon approval of Use Permit 2014-05, a Notice of Exemption be filed with the Orange County Clerk/Recorder.

5. Based upon the findings and conclusions set forth herein, this Planning Commission hereby approves Use Permit 2014-05 as modified herein, and specifically subject to the conditions set forth in Attachment "A" attached hereto and by this reference incorporated herein.

6. The Secretary to the Planning Commission shall certify to the adoption of this Resolution.

ADOPTED AND APPROVED this 13th day of January 2015.

Christine Schaefer, Chair

I, Charles L. Rangel, Secretary to the Planning Commission of the City of Placentia, do hereby certify that the foregoing Resolution was introduced at a regular meeting of the Planning Commission of the City of Placentia held on the 13th day of January 2015, and was passed at this regular meeting of the Planning Commission of the City of Placentia held on the 13th day of January 2015, by the following vote:

AYES:	COMMISSION MEMBERS:
NOES:	COMMISSION MEMBERS:

ABSENT:
ABSTAINED:

COMMISSION MEMBERS:
COMMISSION MEMBERS:

ATTEST:

Secretary to the Planning Commission

APPROVED AS TO FORM:

Andrew V. Arczynski,
City Attorney

Attachment "A"

Special Conditions of Approval and Standard Development Requirements for Use Permit (UP) 2014-05

SPECIAL CONDITIONS

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

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

CITY PLANNING DIVISION:

1. Use Permit (UP) 2014-05 is valid for a period of twelve (12) months from the date of final determination. If the use approved by this action is not established within such a period of time, this approval shall be terminated and shall be null and void.
2. Use Permit (UP) 2014-05 shall expire and be of no further force or effect if the use is discontinued or abandoned for a period of one (1) year.
3. The applicant shall, as a condition of project approval, at its sole expense, defend, indemnify and hold harmless the City, its officers, employees, agents and consultants from any claim, action, proceeding, liability or judgment against the City, its officers, employees, agents and/or consultants, which action seeks to set aside, void, annul or otherwise challenge any approval by the City Council, Planning Commission, or other City decision-making body or City staff action concerning applicant's project. The applicant shall pay the City's defense costs, including attorney fees and all other litigation-related expenses, and shall reimburse the City for any and all court costs, which the City may be required to pay as a result of such defense. The applicant shall further pay any adverse financial award which may issue against the City including but not limited to any award of attorney fees to a party challenging such project approval. The City shall retain the right to select its counsel of choice in any action referred to herein, subject to notice to the applicant. The City agrees to promptly notify the applicant of any such claim filed against the City and to fully cooperate in the defense of any such action.
4. Any and all landscape grounds, turf, trees and plant material disrupted by the construction and installation the wireless facility shall be replaced to the satisfaction of the Planning Division and the Community Services Department prior to final inspection.

5. No expansion or modification or co-location of the wireless communications facility shall occur at any time without first obtaining approval from the Development Services Department. The Director, or designee, may require that an expansion or future modification of the use permit requires Planning Commission discretionary review.
6. Applicant shall obtain approval of a Building and Zoning Compliance Application and shall obtain a valid Business License prior to the issuance of any building permits. Business Licenses for all sub-contractors shall be obtained.
7. Applicant shall provide to the Development Services Department a preliminary report and field report, both prepared by a licensed engineer, indicating that the operation of the facility is in full conformance with the standards established by the American National Standards Institute (ANSI) and the Institute of Electrical and Electronics Engineers (IEEE) for safe human exposure to electromagnetic fields (EMF) and radio frequency radiation (RFR). These reports are due within ninety (90) days after the start of operations.
8. Applicant shall receive and maintain a license by the Federal Communications Commission (FCC) to operate a wireless communication facility in this location. A copy of this FCC license shall be submitted to the Development Services Department prior to the issuance of any building permits.
9. The Applicant shall notify the City of any change in ownership, assignment, of the site lease or equipment, within 10 days of the effective date of any such modification. If the lease is extended or terminated, notice and evidence thereof shall be provided to the Development Services Department.
10. Applicant shall place all cable/utility runs underground.
11. Applicant/pole owner shall maintain the "monopine", its ground lease and related enclosure in good visual and physical condition at all times.
12. Wireless communication facilities shall not bear any signs or advertising devices other than certification, warnings or other required seals or signage at any time.
13. The applicant shall maintain its wireless telecommunication equipment in good condition and shall make repairs and replacements of equipment, stealth and structural components, due to damage caused by outdoor exposure and/or inclement weather. Under this condition, if the faux branch attachments and/or trunk bark features, among others, fade in color due to outdoor exposure, the applicant shall replace such components within sixty (60) days of written notice by the Director of Development Services or his/her designee. If the work cannot be completed within sixty (60) days, the applicant shall provide the City with a bond or certification of deposit in the amount of the valuation of the requested repair and completion timeline to guarantee the work. The applicant shall be responsible for maintaining the leased property, including any applicable landscaped areas, walkways and all paved surfaces, free from graffiti, debris and litter at all times.

14. The applicant shall comply with all provisions of the Placentia Municipal Code, including Chapter 23.76, Noise Control.
15. Prior to issuance of building permits, the applicant is required to provide the City with a letter and timeline from the pole owner regarding installation of new branch and antenna sock material. The applicant shall install new branch foliage which shall vary in density, spacing, size and angle to avoid rigid symmetry; overall tree shape shall integrate with the context of the site; colors of the faux trunk and branches shall be non-reflective; green leaves shall be interspersed with brown to provide more natural appearance, and the exterior surface of the faux trunk shall emulate the texture of a real tree; all antennas (panels, microwave and GPS), mounting brackets, and coaxial cables shall be completely screened from public view by the faux foliage and painted to match; branch foliage shall continue down the faux trunk so as to fully conceal the trunk from prominent public vantage points; and the overall design shall substantially conform to and implement the visual effect of an actual pine tree. The branches at the top of the "monopine" shall form a natural peak and not appear to have a flat top. Branches shall be at least 2.25 per foot from a level no higher than twelve (12) feet above ground level. All aesthetic design shall be approved by the Director of Development Services prior to issuance of building permits.
16. Applicant shall use split-face brick and a flush cap for all related equipment storage units to the satisfaction of the Director of Development Services. The related enclosure and any walls shall have creeping faux ivy placed on the walls to deter graffiti. A sample of the creeping faux ivy shall be approved the Director of Development Services or their designee prior to installation.

CITY BUILDING DIVISION:

17. Forty-five (45') high new "monopine" wireless communication facility plans including the tower itself shall be designed and prepared by a licensed California architect/engineer with wet signatures on the final approved set of plans.
18. Grading plans for the proposed facility shall be designed and prepared by a licensed California civil engineer. Grading plans shall address on-site drainage issues & NPDES/erosion control plans shall be also be submitted to the City for review and approval.
19. Structural plans and calculations for the forty-five (45)' high monopine structure shall be designed & prepared by a licensed California civil/structural engineer for the City's review and approval prior to construction.
20. The applicant and all contractors and sub-contractors shall obtain a city business license. Applicant and/or contractor shall request a standard sub-contractor form from the City Building Division prior to issuance of a building permit. This standard form shall be completed and submitted to the City Business License Division prior to the issuance of any building permits.

21. Obtain all building permits which include "monopine" structure, utility cabinets, block walls, electrical systems prior to construction.
22. Prior to issuance of building permits, applicant shall provide details of all the control equipment related to the monopine structure with detailed electrical single line drawings

CITY POLICE DEPARTMENT:

23. Burglary resistant material shall be used:
 - (a) Products intended for use shall be permanently labeled as such.
 - (b) Materials used shall meet UL 972 Standards for Safety Burglary Resistant Glazing Materials.
 - (c) Only materials approved by ICBO shall be used.
24. Address numbers shall be mounted near the front entry of any building or other conspicuous location and be no less than six (6) inches high. They shall be mounted on a contrasting background and easily visible from the street or walkway. If rear-vehicular access, the same numbers, no less than six (6) inches high shall be displayed on the rear of the building. Numerals of the street address shall be displayed on the uppermost roof, in luminous paint or other material capable of being read from the air. Minimum numeral size shall be twenty-four (24) inches. The building designation, if within a complex (such as "A" or "B" etc) shall accompany displayed street address.
25. Exterior lighting of an intensity of at least twenty-five hundredths (.25) foot-candles shall be provided adjacent to doors and windows. Exterior bulbs shall be protected by polycarbonate or other weather and vandal resistant globe or cover. Light(s) shall be operated during hours of darkness through either photovoltaic sensors or appropriate timers. Parking lots for use by the general public and/or employees shall be provided with exterior lighting of an intensity of at least one (1) foot-candle of light on the parking surface and operated from dusk until at least one-half (1/2) hour after the termination of business.

ORANGE COUNTY FIRE AUTHORITY:

26. Submit building plans to Orange County Fire Authority for review and approval prior to issuance of building permits.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: ACTING CITY ADMINISTRATOR

FROM: CHIEF OF POLICE

DATE: FEBRUARY 17, 2015

SUBJECT: AGREEMENT FOR TRANSFER OR PURCHASE OF EQUIPMENT/SERVICES AND/OR FOR REIMBURSEMENT OF TRAINING COSTS FOR FISCAL YEAR 2014 URBAN AREAS SECURITY INITIATIVE BETWEEN THE CITY OF ANAHEIM AND THE CITY OF PLACENTIA

FISCAL
IMPACT: N/A

INTRODUCTION:

The City of Anaheim Police Department (Anaheim) is the "Core City" for the Anaheim/Santa Ana Urban Area under the Fiscal Year 2014 Urban Areas Security Initiative (UASI). Anaheim has received and accepted a grant from the Federal Department of Homeland Security (DHS) and Federal Emergency Management Agency (FEMA), through the State of California Governor's Office of Emergency Services (CalOES), to enhance countywide emergency preparedness. This action will approve an agreement with Anaheim designate the City of Placentia as a sub-recipient of the UASI grant.

RECOMMENDATION:

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

1. Approve the Agreement with the City of Anaheim in a form approved by the City Attorney; and
2. Authorize the Acting City Administrator and/or his designee to execute all the necessary documents to effectuate these actions.

DISCUSSION:

The Office of Grants Management has awarded the City of Anaheim \$4,565,000 for the FY2014 UASI Grant, to be used in the Anaheim/Santa Ana Urban Area (ASAUA). Anaheim is the designated "Core City" and the City of Placentia is a sub-recipient of ASAUA. As one of the 34

1.h.

February 17, 2015

APPROVE AGREEMENT FY2014 URBAN AREAS SECURITY INITIATIVE (UASI)

FEBRUARY 17, 2015

Page 2 of 2

sub-recipients of the ASUA, the City will participate in training provided by Anaheim and funded by the UASI grant to address the unique equipment, training, planning and exercise needs of large urban areas, and to assist in building an enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism. Other surrounding agencies that are included in ASUA are the County of Orange, University of California Irvine, Municipal Water District of Orange County and the Orange County Fire Authority.

The City of Placentia has been a participant of the ASUA for the past five (5) years. As a participant, the City has been afforded opportunities to send Staff for training in terrorism and emergency preparedness under the ASUA. The City of Placentia will not directly receive the approved funds, but rather Anaheim will administer and disburse the grant funds where appropriate.

Prepared by:



Sharlyn de la Paz
Management Analyst

Reviewed and approved:



Ward L. Smith
Chief of Police

Reviewed and approved:



Linda G. Magnuson
Chief Financial Officer

Reviewed and approved:



Damien R. Arrula
Acting City Administrator

Attachment: Contract Agreement – FY 2014 Urban Areas Security Initiative (UASI)

AGREEMENT

SUB-RECIPIENT: CITY OF PLACENTIA

City Contract Number _____

TABLE OF CONTENTS

<u>Section Description</u>	<u>Page</u>
<u>I</u> <u>INTRODUCTION</u>	
§101. Parties to the Agreement	3
§102. Representatives of the Parties and Service of Notices	3
§103. Independent Party	4
§104. Conditions Precedent to Execution of this Agreement	4
<u>II</u> <u>TERM AND SERVICES TO BE PROVIDED</u>	
§201. Time of Performance	5
§202. Use of Grant Funds	5
<u>III</u> <u>PAYMENT</u>	
§301. Payment of Grant Funds and Method of Payment	8
<u>IV</u> <u>STANDARD PROVISIONS</u>	
§401. Construction of Provisions and Titles Herein	9
§402. Applicable Law, Interpretation and Enforcement	9
§403. Integrated Agreement	9
§404. Excusable Delays	9
§405. Breach	10
§406. Prohibition Against Assignment or Delegation	10
§407. Permits	10
§408. Non Discrimination and Affirmative Action	10
§409. Bonds	11

TABLE OF CONTENTS

<u>Section Description</u>	<u>Page</u>
§410. Indemnification	11
§411. Conflict of Interest	11
§412. Restriction on Disclosures	13
§413. Statutes and Regulations Applicable to All Grant Contracts	13
§414. Federal, State, and Local Taxes	20
§415. Inventions, Patents and Copyrights	20
§416. MBE/WBE	22

V

DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults	23
§502. Amendments	23

V

ENTIRE AGREEMENT

§601. Complete Agreement	24
§602. Number of Pages and Attachments	24
Execution (Signature) Page	25

EXHIBITS

Exhibit A	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
Exhibit B	Certification Regarding Lobbying
Exhibit C	Grant Assurances

AGREEMENT FOR TRANSFER OR PURCHASE OF EQUIPMENT/SERVICES OR FOR
REIMBURSEMENT OF TRAINING COSTS
FOR FY2014 URBAN AREAS SECURITY INITIATIVE (UASI)

BETWEEN
THE CITY OF ANAHEIM
AND CITY OF PLACENTIA

THIS AGREEMENT is made and entered into this 14th day of January 2015, by and between the CITY OF ANAHEIM, a municipal corporation (the "CITY"), and CITY OF PLACENTIA (the "SUB-RECIPIENT" or "Contractor").

WITNESSETH

WHEREAS, CITY, acting through the Anaheim Police Department in its capacity as a Core City for the Anaheim/Santa Ana Urban Area under the FY14 Urban Areas Security Initiative, has applied for, received and accepted a grant entitled "FY 2014 Urban Areas Security Initiative" from the federal Department Of Homeland Security(DHS), Federal Emergency Management Agency (FEMA), through the State of California Governor's Office of Emergency Services (CalOES), to enhance countywide emergency preparedness (the "grant"), as set forth in the grant guidelines and assurances that are incorporated to this Agreement by reference and located at:

"U.S. Department of Homeland Security "Fiscal Year 2014 Homeland Security Grant Program (HSGP) Funding Opportunity Announcement (FOA)"
http://www.fema.gov/media-library-data/1395161200285-5b07ed0456056217175fbdee28d2b06e/FY_2014_HSGP_FOA_Final.pdf

California Office of Emergency Services "FY2014 Homeland Security Grant Program: California Supplement to Federal Program Guidance and Application Kit"
<http://www.calema.ca.gov/EMS-HS-HazMat/Pages/Homeland-Security-Grant-Program-Documents.aspx>

Copies of the grant guidelines shall be retained in the Anaheim/Santa Ana Grant Office.

WHEREAS, this financial assistance is administered by the CITY OF ANAHEIM ("CITY") and is overseen by the California Governor's Office of Emergency Services ("CalOES"); and

WHEREAS, this financial assistance is being provided to address the unique equipment, training, planning, and exercise needs of large urban areas, and to assist them in building an enhanced and sustainable capacity to prevent, respond to, and

recover from threats or acts of terrorism; and

WHEREAS, the Anaheim/Santa Ana Urban Area ("ASAUA") consists of 34 cities in Orange County, including the City of Anaheim and the City of Santa Ana, the County of Orange, Santa Ana Unified School District Police, California State University, Fullerton, University of California, Irvine, Municipal Water District of Orange County, and the Orange County Fire Authority; and

WHEREAS, the Office of Grants Management ("OGM") awarded a FY14 UASI Grant of \$4,565,000 ("Grant Funds") to the CITY OF ANAHEIM, as a Core City, for use in the ASAUA; and

WHEREAS, the CITY has designated the Chief of Police, or his designee and the Anaheim Police Department, Emergency Management Director ("UASI Grant Office") to provide for terrorism prevention and emergency preparedness; and

WHEREAS, the UASI Grant Office now wishes to distribute FY14 UASI Grant Funds throughout the ASAUA, as further detailed in this Agreement ("Agreement") to CITY OF PLACENTIA ("SUB-RECIPIENT") and others;

WHEREAS, the CITY and SUB-RECIPIENT are desirous of executing this Agreement as authorized by the City Council and the Chief of Police which authorizes the CITY to prepare and execute the Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I
INTRODUCTION

§101. Parties to the Agreement

The parties to this Agreement are:

- A. The CITY, a municipal corporation, having its principal office at 425 South Harbor Boulevard, Anaheim, CA 92805; and
- B. CITY OF PLACENTIA, a municipal corporation, 401 E. Chapman Avenue, Placentia, CA 92870

§102. Representatives of the Parties and Service of Notices

- A. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

- 1. The representative of the City of Anaheim shall be, unless otherwise stated in the Agreement:

Dave Vangsness, Lieutenant
Anaheim Police Department
425 South Harbor Boulevard
Anaheim, CA. 92805
Phone: (714) 765-7901
Fax: (714) 765-1616
dvangsness@anaheim.net

- 2. The representative of CITY OF PLACENTIA shall be:

Eric Point, Lieutenant
CITY OF PLACENTIA
401 E. Chapman Avenue, Placentia, CA 92870
Phone: (714) 993-8167
E-mail: epoint@placentia.org

- B. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.
- C. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accord with this section, within five (5) business days of said change.

§103. Independent Party

SUB-RECIPIENT is acting hereunder as an independent party, and not as an agent or employee of the CITY OF ANAHEIM. No employee of SUB-RECIPIENT is, or shall be an employee of the CITY OF ANAHEIM by virtue of this Agreement, and SUB-RECIPIENT shall so inform each employee organization and each employee who is hired or retained under this Agreement. SUB-RECIPIENT shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the CITY OF ANAHEIM.

§104. Conditions Precedent to Execution of This Agreement

SUB-RECIPIENT shall provide copies of the following documents to the CITY OF ANAHEIM, unless otherwise exempted.

- A. Grant Assurances in accordance with section 415C of this Agreement attached hereto as Exhibit C and made part hereof.
- B. Certifications Regarding Ineligibility, Suspension and Debarment as required by Executive Order 12549 in accordance with Section 415A12 of this Agreement and attached hereto as Exhibit A and made a part hereof.
- C. Certifications and Disclosures Regarding Lobbying in accordance with Section 415C of this Agreement and attached hereto as Exhibit B and made a part hereof. SUB-RECIPIENT shall also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by SUB-RECIPIENT.

II
TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall commence on January 14, 2015 and end on March 31, 2016 or upon the final disbursement of all of the Grant Amount (as defined in Section 301) and any additional period of time as is required to complete any necessary close out activities. Said term is subject to the provisions herein.

§202. Use of Grant Funds

- A. CITY may, a) transfer to SUB-RECIPIENT, equipment or services purchased with grant funds and in accordance with grant guidelines set forth above; or, b) reimburse SUB-RECIPIENT for purchase of authorized equipment, exercises, services or training upon receiving prior written approval from CITY or its designee and in accordance with grant guidelines and in full compliance with all of the SUB-RECIPIENT'S purchasing and bidding procedures. SUB-RECIPIENT shall specify the equipment, services, exercises and training to be purchased using the Application for Project Funding. A paper copy of this document will be provided to SUB-RECIPIENT by CITY. In addition, a compact disc with a copy of the document will be provided to SUB-RECIPIENT by CITY. If additional copies of the document are needed, SUB-RECIPIENT may contact the Anaheim Grant Coordinator and it will be provided.
- B. SUB-RECIPIENT shall provide any reports requested by the CITY regarding the performance of the Agreement. Reports shall be in the form requested by the CITY, and shall be provided in a timely manner.
- C. The Authorized Equipment List (AEL) is a list of the allowable equipment which may be purchased pursuant to this Agreement and is located at <https://www.ilis.dhs.gov/knowledgebase>, and incorporated to this Agreement by reference. A copy of the AEL shall be retained in the Anaheim/Santa Ana Grant Office. Unless otherwise stated in program guidance any equipment acquired pursuant to this Agreement shall meet all mandatory regulations and/or DHS-adopted standards to be eligible for purchase using grant funds. SUB-RECIPIENT shall provide the CITY a copy of its most current procurement guidelines and follow its own procurement requirements as long as they meet the minimum federal requirements. Federal procurement requirements for the FY 14 UASI Grant can be found at 2 Code of Federal Regulations (CFR) Part 225 "Cost Principles for State, Local, and Indian Tribal Governments" and 44 CFR Part 13 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments."

Any equipment acquired or obtained with Grant Funds:

1. Shall be made available under the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant;
2. Shall be consistent with needs as identified in the National Priorities and Core Capabilities, the State Homeland Security Strategy and the Anaheim/Santa Ana Urban Area and Orange County Operational Area Homeland Security Grants Strategy, the Threat Hazard Identification and Risk Assessment (THIRA), the State Preparedness Report; and deployed in conformance with those plans;
3. Shall be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan;
4. Shall be subject to the requirements of 44 CFR Part 13.32 and 13.33. For the purposes of this subsection, "Equipment" is defined as nonexpendable property that is not consumed or does not lose its identity by being incorporated into another item of equipment, which costs \$5,000 or more per unit, or is expected to have a useful life of one (1) year or more. Items costing less than \$5,000, but falling into the following categories are also considered Equipment:
 - (1) electronics communications equipment for stationary or vehicular use, including cellular telephones acquired by lease or purchase, and
 - (2) electronic office equipment, including facsimile machines, copiers, electric typewriters, personal computers (monitors and CPU's), terminals and printers;
5. Shall be used by SUB-RECIPIENT in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer useful for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.
6. Shall be made available for use on other projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the awarding agency.

7. Shall be recorded on a ledger. This record must be updated bi-annually and forwarded to the City. The record shall include: (a) description of the item of Equipment, (b) manufacturer's model and serial number, (c) Federal Stock number, national stock number, or other identification number; (d) the source of acquisition of the Equipment, including the award number, (e) date of acquisition; (f) the per unit acquisition cost of the Equipment, (g) records showing maintenance procedures to keep the Equipment in good running order, and (h) location and condition of Equipment. Records must be retained pursuant to 44 C.F.R. Part 13.42, and Office of G&T.
 8. All equipment obtained under this Agreement shall have an ASAUA identification decal affixed to it, and, when practical, shall be affixed where it is readily visible.
 9. A physical inventory of the Equipment shall be taken and the results reconciled with the Equipment records at least once every two years. Inventory shall also be taken prior to any UASI, State or Federal monitor visits.
 10. SUB-RECIPIENT shall exercise due care to preserve and safeguard equipment acquired with grant funds from damage or destruction and shall provide regular maintenance and such repairs for said equipment as necessary, in order to keep said equipment continually in good working order. Such maintenance and servicing shall be the sole responsibility of SUB-RECIPIENT, who shall assume full responsibility for maintenance and repair of the equipment throughout the life of said equipment.
- D. Any training paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2014 Homeland Security Grant Program, as set forth above. All training expenses must be pre-authorized by CalOES at <http://www.firstrespondertraining.gov/admin>. A catalogue of Grantor approved and sponsored training courses is available at http://www.firstrespondertraining.gov/odp_webforms.
- E. Any exercise paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2014 Homeland Security Grant Program, as set forth above. Detailed Homeland Security Exercise and Evaluation Program Guidance is available at <http://hseep.dhs.gov>.
- F. Any planning paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2014 Homeland Security Grant Program, as set forth above.
- G. Any organizational activities paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2014 Homeland Security Grant Program, as set forth above.

III PAYMENT

§301. Payment of Grant Funds and Method of Payment

- A. CITY may, a) transfer to SUB-RECIPIENT, equipment or services purchased with grant funds; or, b) reimburse SUB-RECIPIENT for the purchase of authorized equipment, exercises, services or training upon receiving prior written approval from CITY or its designee and in accordance with grant guidelines and in full compliance with all of the SUB-RECIPIENT'S purchasing and bidding procedures. SUB-RECIPIENT shall specify the equipment, exercises, services or training to be purchased using the Application for Project Funding. A paper copy of this document will be provided to SUB-RECIPIENT by CITY. In addition, a compact disc with a copy of the document will be provided to SUB-RECIPIENT by CITY. If additional copies of the document are needed, SUB-RECIPIENT may contact the Anaheim Grant Coordinator and it will be provided. Funds may be used for planning, exercises, organizational and training activities, and the purchase of equipment as described in Section 202 above.
- B. SUB-RECIPIENT shall provide quarterly invoices to the CITY requesting payment and all supporting documentation. Each reimbursement request shall be accompanied by the Reimbursement Request for Grant Expenditures (attached hereto as Exhibit D) detailing the expenditures made by SUB-RECIPIENT as authorized by Section 202 above. Each reimbursement request shall be submitted to the Anaheim UASI Grant Office. For equipment for which SUB-RECIPIENT is requesting reimbursement, all appropriate back-up documentation must be attached to the reimbursement form, including invoices, proof of payment, packing slips, and Equipment Reimbursement Worksheet. For training reimbursements, SUB-RECIPIENT must include a copy of any certificates issued or a copy of the class roster verifying training attendees, proof that a CalOES tracking number has been assigned to the course, timesheets and payroll registers for all training attendees, receipts for travel expenses related to the training, and Training Reimbursement Worksheet. For regional project reimbursements, SUB-RECIPIENT must include approval from the lead agency for all submitted invoices.
- C. Payment of final invoice shall be withheld by the CITY until the SUB-RECIPIENT has turned in all supporting documentation and completed the requirements of this Agreement.
- D. It is understood that the CITY makes no commitment to fund this Agreement beyond the terms set forth herein.
- E. Funding for all periods of this Agreement is subject to the continuing availability to the CITY of federal funds for this program. The Agreement may be terminated immediately upon written notice to SUB-RECIPIENT of a loss or reduction of federal grant funds.

IV
STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party. The word "Sub-recipient" herein and in any amendments hereto includes the party or parties identified in this Agreement. The singular shall include the plural. If there is more than one Sub-recipient as identified herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

§402. Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the CITY. This Agreement shall be enforced and interpreted under the laws of the State of California and the CITY.

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining portions of provisions shall not be affected thereby.

§403. Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only by a written instrument executed by both parties hereto.

§404. Excusable Delays

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine

restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

§405. Breach

Except for excusable delays, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§406. Prohibition Against Assignment or Delegation

SUB-RECIPIENT may not, unless it has first obtained the written permission of the CITY:

- A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§407. Permits

SUB-RECIPIENT and its officers, agents and employees shall obtain and maintain all permits and licenses necessary for SUB-RECIPIENT performance hereunder and shall pay any fees required therefore. SUB-RECIPIENT further certifies to immediately notify the CITY of any suspension, termination, lapses, non renewals or restrictions of licenses, certificates, or other documents.

§408. Nondiscrimination and Affirmative Action

SUB-RECIPIENT shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the CITY. In performing this Agreement, SUB-RECIPIENT shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, mental disability, marital status, domestic partner status or medical condition. SUB-RECIPIENT shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

If required, SUB-RECIPIENT shall submit an Equal Employment Opportunity Plan ("EEO") to the DOJ Office of Civil Rights ("OCR") in accordance with guidelines listed at <http://www.ojp.usdoj.gov/ocr/eeop.htm>,

Any subcontract entered into by the SUB-RECIPIENT relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this § 408.

§409. Bonds

SUB-RECIPIENT must purchase a performance bond for any equipment item over \$250,000 or any vehicle (including aircraft or watercraft) financed with homeland security funds.

§410. Indemnification

To the fullest extent of the law, SUB-RECIPIENT agrees to indemnify, defend, and hold harmless the City of Anaheim, its officers, agents, employees, representatives and designated volunteers from and against any and all claims, demands, defense costs, or liability of any kind or nature arising out of or resulting from, or any way connected with SUB-RECIPIENT'S acts, errors or omissions in the performance of SUB-RECIPIENT'S services or use of grant funds under the terms of this Agreement.

§411. Conflict of Interest

A. SUB-RECIPIENT covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
3. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

B. Definitions:

1. The term "immediate family" includes but is not limited to domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father

in law, mother in law, brother in law, sister in law, son in law, daughter in law.

2. The term "financial or other interest" includes but is not limited to:

- a. Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
 - b. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.
- C. The SUB-RECIPIENT further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
- D. The SUB-RECIPIENT shall not subcontract with a former director, officer, or employee within a one year period following the termination of the relationship between said person and the Contractor.
- E. Prior to obtaining the CITY'S approval of any subcontract, the SUB-RECIPIENT shall disclose to the CITY any relationship, financial or otherwise, direct or indirect, of the SUB-RECIPIENT or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
- F. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the SUB-RECIPIENT, State of California, and Federal regulations regarding conflict of interest.
- G. The SUB-RECIPIENT warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement.
- H. The SUB-RECIPIENT covenants that no member, officer or employee of SUB-RECIPIENT shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.
- I. The SUB-RECIPIENT shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project

and shall substitute the term "subcontractor" for the term "SUB-RECIPIENT" and "sub subcontractor" for "Subcontractor".

§412. Restriction on Disclosures

Any reports, analysis, studies, drawings, information, or data generated as a result of this Agreement are to be governed by the California Public Records Act (California Government Code Sec. 6250, et seq.).

§413. Statutes and Regulations Applicable To All Grant Contracts

A. SUB-RECIPIENT shall comply with all applicable requirements of state, federal, county and SUB-RECIPIENT laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. SUB-RECIPIENT shall comply with state and federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. SUB-RECIPIENT shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. Office of Management and Budget (OMB) Circulars

SUB-RECIPIENT shall comply with OMB Circulars, as applicable: OMB Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225); OMB Circular A-102 (Grants and Cooperative Agreements with State and Local Governments, found in 44 CFR Part 13 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"); OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations).

2. Single Audit Act

If Federal funds are used in the performance of this Agreement, SUB-RECIPIENT shall adhere to the rules and regulations of the Single Audit Act, 31 USC Sec. 7501 et seq.; and any administrative regulation or field memos implementing the Act. When reporting under on the FY14 UASI Grant Program under the Single Audit Act, SUB-RECIPIENT shall use Catalog of Federal Domestic Assistance (CFDA) Program Number 97.067 "Homeland Security Grant Program"; Grant Identification Number 2014-00093; and Identify the City of Anaheim as the Pass-Through.

3. Americans with Disabilities Act

SUB-RECIPIENT hereby certifies that it will comply with the Americans with Disabilities Act, 42 USC §§ 12101, et seq., and its

implementing regulations. SUB-RECIPIENT will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. SUB-RECIPIENT will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by the SUB-RECIPIENT, relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

4. Political and Sectarian Activity Prohibited

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Neither shall any funds provided under this Agreement be used for any purpose designed to support or defeat any pending legislation or administrative regulation. None of the funds provided pursuant to this Agreement shall be used for any sectarian purpose or to support or benefit any sectarian activity.

If this Agreement provides for more than \$100,000 in grant funds or more than \$150,000 in loan funds, SUB-RECIPIENT shall submit to the CITY a Certification Regarding Lobbying and a Disclosure Form, if required, in accordance with 31 USC §1352. A copy of the Certificate is attached hereto as Exhibit B. No funds will be released to SUB-RECIPIENT until the Certification is filed.

SUB-RECIPIENT shall file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any Disclosure Form previously filed by SUB-RECIPIENT. SUB-RECIPIENT shall require that the language of this Certification be included in the award documents for all sub-awards at all tiers and that all subcontractors shall certify and disclose accordingly.

5. Records Inspection

At any time during normal business hours and as often as the CITY, the U.S. Comptroller General, and/or the Auditor General of the State of California may deem necessary, SUB-RECIPIENT shall make available for examination all of its records with respect to all matters covered by this Agreement. The CITY, the U.S. Comptroller General and/or the Auditor General of the State of California shall have the authority to audit, examine and make excerpts or transcripts from records, including SUB-RECIPIENT'S invoices, materials, payrolls, records of personnel, conditions of employment

and other data relating to all matters covered by this Agreement.

SUB-RECIPIENT agrees to provide any reports requested by the CITY regarding performance of the Agreement.

6. Records Maintenance

Records, in their original form, shall be maintained in accordance with requirements prescribed by the CITY with respect to all matters covered on file for all documents specified in this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Such records shall be retained for a period of three (3) years after the CITY receives notification of grant closeout from CalOES, and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. The CITY may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, shall at all times be retained within the County of Orange unless authorization to remove them is granted in writing by the CITY.

7. Subcontracts and Procurement

SUB-RECIPIENT shall comply with the federal and SUB-RECIPIENT standards in the award of any subcontracts. For purposes of this Agreement, subcontracts shall include but not be limited to purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts.

SUB-RECIPIENT shall ensure that the terms of this Agreement with the CITY are incorporated into all Subcontractor Agreements. The SUB-RECIPIENT shall submit all Subcontractor Agreements to the CITY for review prior to the release of any funds to the subcontractor. The SUB-RECIPIENT shall withhold funds to any subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective Subcontractor Agreement.

8. Labor

SUB-RECIPIENT shall comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed requirements for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System Personnel Administration (5 C.F.R. 900, Subpart F).

SUB-RECIPIENT shall comply, as applicable, with the provisions of

the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements, and the Hatch Act (5 USC §§1501-1508 and 7324-7328).

SUB-RECIPIENT shall comply with the Federal Fair Labor Standards Act (29 USC §201) regarding wages and hours of employment. None of the funds shall be used to promote or deter Union/labor organizing activities. CA Gov't Code Sec. 16645, et seq.

9. Civil Rights

SUB-RECIPIENT shall comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) The Age Discrimination act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601, et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (j) the requirements of any other nondiscrimination statute(s) which may apply to the application; and (k) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

10. Environmental

SUB-RECIPIENT shall comply, or has already complied, with the requirements of Titles II and III of the Uniform relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real

property acquired for project purposes regardless of Federal participation in purchases.

SUB-RECIPIENT shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451, et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401, et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93205); and (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234).

SUB-RECIPIENT shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271, et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

SUB-RECIPIENT shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801, et seq.) which prohibits the use of lead- based paint in construction or rehabilitation of residence structures.

SUB-RECIPIENT shall comply with the Federal Water Pollution Control Act (33 U.S.C. § 1251, et seq.) which restores and maintains the chemical, physical and biological integrity of the Nation's waters.

SUB-RECIPIENT shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of this project are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

By signing this Agreement, SUB-RECIPIENT ensures that it is in compliance with the California Environmental Quality Act (CEQA), Public Resources Code §21000, et seq. and is not impacting the environment negatively.

SUB-RECIPIENT shall comply with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

SUB-RECIPIENT shall comply, if applicable, with the provision of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501, et. seq.), which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

11. Preservation

SUB-RECIPIENT shall comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1, et seq.).

12. Debarment and Suspension

SUB-RECIPIENT shall comply with Federal Register, Volume 68, Number 228, regarding Suspension and Debarment, and SUB-RECIPIENT shall submit a Certification Regarding Debarment required by Executive Order 12549 and any amendment thereto. Said Certification shall be submitted to the CITY concurrent with the execution of this Agreement and shall certify that neither SUB-RECIPIENT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department head or agency. SUB-RECIPIENT shall require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors shall certify accordingly.

13. Drug-Free Workplace

SUB-RECIPIENT shall comply with the federal Drug-Free Workplace Act of 1988, 41 USC §701, 44 CFR Part 67; the California Drug-Free Workplace Act of 1990, CA Gov't Code §§ 8350-8357.

14. Miscellaneous

SUB-RECIPIENT shall comply with the Laboratory Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 USC §§2131, et seq.).

B. Statutes and Regulations Applicable To This Particular Grant

SUB-RECIPIENT shall comply with all applicable requirements of state and federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular grant program. SUB-RECIPIENT shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. Title 44 Code of Federal Regulations (CFR) Part 13; EO 12372; Department of Justice (DOJ) Office of Judicial Programs (OJP) Office of the Comptroller, U.S. Department of Homeland Security, Preparedness Directorate Financial Management Guide; U.S. Department of Homeland Security, Office of Grants and Training, FY 2009 Homeland Security Grant Program – Program Guidance and Application Kit; ODP WMD Training Course Catalogue; and DOJ Office for Civil Rights.

Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code Chapter 7 of Division 1 of Title 2, § 8607.1(e) and CCR Title 19, §§ 2445-2448.

Provisions of 44 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services; Part 38, Equal Treatment of Faith-based Organizations; Part 42, Nondiscrimination/Equal employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 64, Floodplain Management and Wetland Protection Procedures; Federal laws or regulations applicable to federal Assistance Programs; Part 69, New Restrictions on Lobbying; Part 70, Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-Profit Organizations; and Part 83, Government- Wide Requirements for a Drug Free Workplace (grants).

Nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1, and all other applicable federal laws, orders, circulars, or regulations.

2. Travel Expenses

SUB-RECIPIENT as provided herein may be compensated for SUB-RECIPIENT'S reasonable travel expenses incurred in the performance of this Agreement, to include travel and per diem,

unless otherwise expressed. Travel including in-State and out-of-State travel shall not be reimbursed without prior written authorization from the UASI Grant Office.

SUB-RECIPIENT'S travel and per diem reimbursement costs shall be reimbursed based on the SUB-RECIPIENT'S travel policies and procedures. If SUB-RECIPIENT does not have established travel policies and procedures, SUB-RECIPIENT'S reimbursement rates shall not exceed the amounts established by the State Department of Personnel Administration Rules and Regulations, PML 97-024, Section 599.619, dated July 1, 1997 and Section 599.631, and as amended from time to time.

3. Noncompliance

SUB-RECIPIENT understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds, and repayment by SUB-RECIPIENT to CITY of any unlawful expenditures.

C. Compliance With Grant Assurances

To obtain the Grant Funds, the Grantor required an authorized representative of the CITY to sign certain promises regarding the way the Grant Funds would be spent ("Grant Assurances"), attached hereto as Exhibit C. By signing these Grant Assurances, the CITY became liable to the Grantor for any funds that are used in violation of the grant requirements. SUB-RECIPIENT shall be liable to the Grantor for any funds the Grantor determines SUB-RECIPIENT used in violation of these Grant Assurances. SUB-RECIPIENT shall indemnify and hold harmless the CITY for any sums the Grantor determines SUB-RECIPIENT used in violation of the Grant Assurances.

§414. Federal, State and Local Taxes

Federal, State and local taxes shall be the responsibility of SUB-RECIPIENT as an independent party and not as a CITY employee.

§415. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

If any project produces any invention or discovery (Invention) patentable or otherwise under title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, the SUB-RECIPIENT shall report the fact and disclose the Invention promptly and fully to the CITY. The CITY shall report the fact and disclose the Invention to the Grantor. Unless there is a prior agreement between the CITY and the Grantor, the Grantor shall determine whether to

seek protection on the Invention. The Grantor shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of title 35 U.S.C. Sections 200, et seq. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983); and Executive Order 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp., p. 262). SUB-RECIPIENT

hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy.

B. Rights to Use Inventions

CITY shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

C. Copyright Policy

1. Unless otherwise provided by the terms of the Grantor or of this Agreement, when copyrightable material ("Material") is developed under this Agreement, the author or the CITY, at the CITY'S discretion, may copyright the Material. If the CITY declines to copyright the Material, the CITY shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement.
2. The Grantor shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement.
3. SUB-RECIPIENT shall comply with 24 CFR 85.34.

D. Rights to Data

The Grantor and the CITY shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the

notice of 17 U.S.C. Section 401 or 402, the Grantor acquires the data under a copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights. (48 CFR 27.404(a)).

E. Obligations Binding on Subcontractors

SUB-RECIPIENT shall require all subcontractors to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

§416. Minority, Women, And Other Business Enterprise Outreach Program

It is the policy of the CITY to provide minority business enterprises (MBEs), women business enterprises (WBEs) and all other business enterprises an equal opportunity to participate in the performance of all SUB-RECIPIENT contracts, including procurement, construction and personal services. This policy applies to all Contractors and Sub-Contractors.

DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS§501. Defaults

Should SUB-RECIPIENT fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the CITY reserves the right to terminate the Agreement, reserving all rights under state and federal law.

§502. Amendments

Any change in the terms of this Agreement, including changes in the services to be performed by SUB-RECIPIENT and any increase or decrease in the amount of compensation which are agreed to by the CITY and SUB-RECIPIENT shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

SUB-RECIPIENT agrees to comply with all future CITY Directives, or any rules, amendments or requirements promulgated by the CITY affecting this Agreement.

VI
ENTIRE AGREEMENT

§601. Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. Neither verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

§602. Number of Pages and Attachments

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes twenty-five (25) pages and three (3) Exhibits which constitute the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the City and CITY OF PLACENTIA have caused this Agreement to be executed by their duly authorized representatives on the date first set forth above.

ATTEST:

CITY OF ANAHEIM, a municipal Corporation
of the State of California

By: _____
Linda N. Andal
Clerk of the Council

By: _____
Raul Quezada
Chief of Police

SUB-RECIPIENT
CITY OF PLACENTIA

APPROVED AS TO FORM:

By: _____

By: _____
Kristin Pelletier
Sr. Assistant City Attorney

Printed Name _____

Title _____

APPROVED AS TO FORM

By: _____

Printed Name Andrew Arcynski

Title City Attorney

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Government-wide Debarment and Suspension (Nonprocurement). The certification shall be treated as a material representation of fact upon which reliance will be placed when the Agency determines to award the covered transaction or cooperative agreement.

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in covered transactions, as defined in the applicable CFR

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal State or local) with commission of any of these offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Authorized Agent Signature

Address: _____

Printed or Typed Name

Title

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this document, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EXHIBIT B

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

AGREEMENT NUMBER

CONTRACTOR/BORROWER/AGENCY

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

EXHIBIT C

*California Governor's Office of Emergency Services
FY2014 Grant Assurances
(All HSGP Applicants)*

Name of Applicant: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____ Fax Number: _____

E-Mail Address: _____

As the duly authorized representative of the applicant, I certify that the applicant named above:

1. Will assure that the Funding Opportunity Announcement for this program is hereby incorporated into your award agreement by reference. By accepting this award, the recipient agrees that all allocations and use of funds under this grant will be in accordance with the requirements contained in the FY2014 Homeland Security Grant Program Funding Opportunity Announcement, the California Supplement to the FY2014 Homeland Security Grant Program Funding Opportunity Announcement, and all applicable laws and regulations.
2. All allocations and use of funds under this grant will be in accordance with the Allocations, and use of grant funding must support the goals and objectives included in the State and/or Urban Area Homeland Security Strategies as well as the investments identified in the Investment Justifications which were submitted as part of the California FY2014 Homeland Security Grant Program application. Further, use of FY2014 funds is limited to those investments included in the California FY2014 Investment Justifications submitted to DHS/FEMA and Cal OES and evaluated through the peer review process.
3. Understands that in the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.
4. Has the legal authority to apply for Federal assistance and has the institutional, managerial and financial capability to ensure proper planning, management and completion of the grant provided by the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) and sub-granted through the State of California, California Governor's Office of Emergency Services (Cal OES).
5. Will assure that grant funds are used for allowable, fair, and reasonable costs only and will not be transferred between grant programs (for example: State Homeland Security Program and Urban Area Security Initiative) or fiscal years.
6. Will comply with any cost sharing commitments included in the FY2014 Investment Justifications submitted to DHS/FEMA/Cal OES, where applicable.
7. Will establish a proper accounting system in accordance with generally accepted accounting standards and awarding agency directives.
8. Will give the DHS/FEMA, the General Accounting Office, the Comptroller General of the United States, the Cal OES, the Office of Inspector General, through any authorized representatives, access to, and the right to examine, all paper or electronic records, books, and documents related to the award, and will permit access to its

facilities, personnel and other individuals and information as may be necessary, as required by DHS/FEMA or Cal OES, through any authorized representative, with regard to examination of grant related records, accounts, documents, information and staff.

9. Agrees, and will require any subrecipient, contractor, successor, transferee, and assignee to acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.
 - a. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS or Cal OES.
 - b. Recipients must give DHS and Cal OES access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS and Cal OES program guidance, requirements, and applicable laws.
 - c. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance, and recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
 - d. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS/Cal OES awarding office and the DHS Office of Civil Rights and Civil Liberties.
 - e. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

10. Will comply with any other special reporting, assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement, or detailed in the program guidance.
11. Agrees that funds utilized to establish or enhance State and Local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines, follow the Federal and State approved privacy policies, and achieve (at a minimum) the baseline level of capability as defined by the Fusion Capability Planning Tool.
12. Understands that a hold is in place on Fusion Center activities and the applicant is prohibited from obligating, expending, or drawing down HSGP – UASI funds in support of their State and/or Major Urban Area Fusion Center. Cal OES will notify the subgrantee in writing when DHS/FEMA has lifted the hold.
13. Will initiate and complete the work within the applicable timeframe (subgrantee performance period), in accordance with grant award terms and requirements, after receipt of approval from Cal OES and will maintain procedures to minimize the amount of time elapsing between the award of funds and the disbursement of funds.
14. Will provide timely, complete and accurate progress reports, and maintain appropriate support documentation to support the reports, and other such information as may be required by the awarding agency, including the Initial Strategy Implementation Plan (ISIP), within 45 (forty-five) days of the award, and update these reports and related documentation via the Grant Reporting Tool (GRT) twice each year.
15. Will provide timely notifications to Cal OES of any developments that have a significant impact on award-supported activities, including changes to key program staff.
16. Agrees to be non-delinquent in the repayment of any Federal debt. Examples of relevant debt, include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-

424B, item number 17 for additional information and guidance.

17. Will comply with the requirements of 31 U.S.C. § 3729, which set forth that no subgrantee, recipient or subrecipient of federal payments, shall submit a false claim for payment, reimbursement, or advance. Administrative remedies may be found in 38 U.S.C. §§ 3801-3812, addressing false claims and statements made.
18. Will comply with all applicable provisions of DHS/FEMA's regulations, including Title 44 of the Code of Federal Regulations, Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, including the payment of interest earned on advances.
19. Will comply with the Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule"), which are also located found within DHS regulations at Title 44, Code of Federal Regulations (CFR) Part 13, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"; will comply with OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non- Profit Organizations, relocated to 2 CFR Part 215.
20. Will comply with the financial and administrative requirements set forth in the current edition of the DHS Financial Management Guide; OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220; OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225; OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230; and OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, as applicable.
21. Will comply with all provisions of the Federal Acquisition Regulations, including but not limited to Title 48 CFR Part 31.2, part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations.
22. Will comply with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
23. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of, personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have family, business, or other connections.
24. Understands and agrees that Federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval from DHS/FEMA and Cal OES.
25. Will comply with all applicable lobbying prohibitions and laws, including those found 31 U.S.C. § 1352., and agrees that none of the funds provided under this award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal of any Federal contract, grant, loan, or cooperative agreement.
26. Agrees that, to the extent contractors or subcontractors are utilized, will use small, minority-owned, women-owned, or disadvantaged businesses, to the extent practicable.
27. Will comply with Title 2 of the Code of Federal Regulations Part 225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.
28. Will ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Subgrantees and subrecipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

29. Will comply, if applicable, with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801 et seq.), which prohibits the use of lead based paint in construction or rehabilitation of structures.
30. Will comply with all federal and state laws and regulations relating to civil rights protections and nondiscrimination. These include, but are not limited to:
- a. Title VI of the Civil Rights Act of 1964, Public Law 88-352, (42 U.S.C. § 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
 - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 et seq.), which prohibits discrimination on the basis of gender in educational programs and activities. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.
 - c. The Americans with Disabilities Act, as amended, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. § 12101 et seq.).
 - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
 - e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.
 - f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
 - g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. § 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
 - h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq., as implemented by 24 CFR Part 100), as amended, relating to nondiscrimination in the sale, rental and financing of housing.
 - i. Title 44 of the Code of Federal Regulations (CFR) Parts 7, 16, and 19 relating to nondiscrimination.
 - j. The requirements of any other nondiscrimination provisions in the specific statute(s) under which the application for Federal assistance is being made and any other applicable statutes.
 - k. The requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified individual with a disability in the United States will, solely by reason of the disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.
 - l. Will, in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds or race, color, religion, national origin, gender, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs.
 - m. Will provide an Equal Employment Opportunity Plan, if applicable, to the Department of Justice Office of Civil Rights within 60 days of grant award.
 - n. Will comply, and assure the compliance of all its subgrantees and contractors, with the nondiscrimination requirements and all other provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1.
31. Will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq. [P.L. 91-646]), which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interested in real property acquired for project purposes regardless of Federal participation in purchases. Will also comply with Title 44 CFR, Part 25, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-assisted programs.
32. Will comply with all provisions of DHS/FEMA's regulation 44 CFR Part 10, Environmental Considerations.
33. Will comply with all applicable Federal, State, and Local environmental and historical preservation (EHP) requirements. Failure to meet Federal, State, and Local EHP requirements and obtain applicable permits may jeopardize Federal funding. Agrees not to undertake any project having the potential to impact EHP resources

without the prior written approval of DHS/FEMA and Cal OES, including, but not limited to, ground disturbance, construction, modification to any structure, physical security enhancements, communications towers, any structure over 50 years old, and purchase and/or use of any sonar equipment. The subgrantee must comply with all conditions and restrictions placed on the project as a result of the EHP review. Any construction-related activities initiated without the necessary EHP review and approval will result in a noncompliance finding, and may not be eligible for reimbursement with DHS/FEMA and Cal OES funding. Any change to the scope of work will require re-evaluation of compliance with the EHP. If ground-disturbing activities occur during the project implementation, the subgrantee must ensure monitoring of the disturbance. If any potential archeological resources are discovered, the subgrantee will immediately cease activity in that area and notify DHS/FEMA/ and Cal OES and the appropriate State Historic Preservation Office.

34. Any construction activities that have been initiated prior to the full environmental and historic preservation review could result in a non-compliance finding. Subgrantees must complete the DHS/FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation, to their Cal OES program representative, for processing by the DHS/FEMA GPD EHP.
35. Grantees should submit the FEMA EHP Screening Form for each project as soon as possible upon receiving their grant award. The Screening Form for these types of projects is available at:
www.fema.gov/doc/government/grant/bulletins/info329_final_screening_memo.doc.
36. Will ensure that the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of this project, are not on the Environmental Protection Agency's (EPAs) List of Violating Facilities, and will notify Cal OES and the DHS/FEMA of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating if a facility to be used in the project is under consideration for listing by the EPA.
37. Will provide any information requested by DHS/FEMA/ and Cal OES to ensure compliance with applicable laws including, but not limited to, the following:
 - a. Institution of environmental quality control measures under the Archaeological and Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), and Environmental Justice (EO12898) and Environmental Quality (EO11514).
 - b. Notification of violating facilities pursuant to EO 11738.
 - c. Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. § 1451 et seq.).
 - d. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523).
 - e. California Environmental Quality Act (CEQA), California Public Resources Code Sections 21080- 21098, and California Code of Regulations, Title 14, Chapter 3 §§ 15000-15007.
 - f. Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
 - g. Applicable provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC § 3501 et seq.), which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.
38. Will comply with Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, § 8607.1(e) and CCR Title 19, §§ 2445, 2446, 2447, and 2448.
39. Agrees that subgrantees and subrecipients collecting Personally Identifiable Information (PII) must have a publically-available privacy policy that describes what PII they collect, how they plan to use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Subgrantees and subrecipients may also find DHS Privacy Impact Assessments, guidance and templates online at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_fuidance_june2010.pdf and at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf, respectively.

40. Agrees that all DHS/FEMA-funded project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, and approvals are obtained.
41. Will comply with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225(a), whereby all subgrantees, recipients, and subrecipients must ensure that all conference, meeting, convention, or training space, funded in whole or in part with Federal funds, complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. § 2225.
42. Will comply with the Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B138942.
43. Agrees that all publications created or published with funding under this grant shall prominently contain the following statement: *"This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."* The recipient also agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: *"Purchased with funds provided by the U.S. Department of Homeland Security."*
44. Acknowledges that DHS/FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: a) the copyright in any work developed under an award or sub-award; and b) any rights of copyright to which a recipient or sub-recipient purchases ownership with Federal support. The recipient must affix the applicable copyright notices of 17 U.S.C. section 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g. classified information or other information subject to national security or export control laws or regulations). The recipient agrees to consult with DHS/FEMA and Cal OES regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
45. Recipients receiving Federal financial assistance to be used to perform eligible work approved in the submitted application for Federal assistance and after the receipt of Federal financial assistance, through the State of California, agrees to the following:
 - a. Promptly return to the State of California all funds received which exceed the approved, actual expenditures as determined by the Federal or State government.
 - b. In the event the approved amount of the grant is reduced, the reimbursement applicable to the amount of the reduction will be promptly refunded to the State of California.
 - c. Property and equipment purchased under the HSGP reverts to Cal OES if the grant funds are deobligated or disallowed and not promptly repaid.
 - d. HSGP funds used for the improvement of real property must be promptly repaid following deobligation or disallowment of costs, and Cal OES reserves the right to place a lien on the property for the amount owed.
 - e. Separately account for interest earned on grant funds, and will return all interest earned, in excess of \$100 per Federal Fiscal Year.
46. Understands that recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
47. Will comply, if applicable, with the Laboratory Animal Welfare Act of 1966 (P. L. 89-544, as amended, 7 U.S.C. § 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

48. Will comply with the minimum wage and maximum hour provisions of the Federal Fair Labor Standards Act (29 U.S.C. § 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.
49. Agrees that "Classified national security information," as defined in Executive Order (EO) 12958, as amended or updated via later executive order(s), means information that has been determined pursuant to EO 12958 to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form. No funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for and granted access to such information by appropriate authorities.
50. Agrees that where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information by the contractor, subrecipient, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch (ISPB), or, an appropriate official within the Federal department or agency with whom the classified effort will be performed. Such contracts, subawards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operating Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008; EOs 12829, 12958, 12968, and other applicable executive orders; the National Industrial Security Program Operating Manual (NISPOM); and other applicable implementing directives or instructions. Security requirement documents may be located at: <http://www.dhs.gov/xopnbiz/grants/index.shtm>
51. Immediately upon determination by the award recipient that funding under this award may be used to support a contract, subaward, or other agreement involving access to classified national security information pursuant to paragraph 47, and prior to execution of any actions to facilitate the acquisition of such a contract, subaward, or other agreement, the award recipient shall contact ISPB, and the applicable Federal department or agency, for approval and processing instructions.

DHS Office of Security ISPB contact information:
Telephone: 202-447-5346
Email: DD254AdministrativeSecurity@dhs.gov
Mail: Department of Homeland Security
Office of the Chief Security Officer
ATTN: ASD/Industrial Security Program Branch
Washington, D.C. 20528

52. Will comply with the requirements regarding Data Universal Numbering System (DUNS) numbers. If recipients are authorized to make subawards under this award, they must first notify potential subrecipients that no entity may receive or make a subaward to any entity unless the entity has provided a DUNS number.

For purposes of this award term, the following definitions will apply:

- a. "Data Universal Numbering System (DUNS)" number means the nine digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet, currently at <http://fedgov.dnb.com/webform>.
- b. "Entity", as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C, as a Governmental organization, which is a State, local government, or Indian Tribe; or a foreign public entity; or a domestic or foreign nonprofit organization; or a domestic or foreign for-profit organization; or a Federal agency, but only as a sub recipient under an award or subaward to a non-Federal entity.
- c. "Subaward" means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient. It does not include your procurement of property and services needed to carry out the project or program (for further explanation, see section 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations") and may be provided through any legal agreement, including an agreement that you consider a contract.

- d. "Subrecipient" means an entity that receives a subaward from you under this award, and is accountable to you for the use of the Federal funds provided by the subaward.
53. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. § 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for Federally-assisted construction sub-agreements.
54. Agrees that equipment acquired or obtained with grant funds:
- Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement, in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant, and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.
 - Is consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy.
55. Will comply with Homeland Security Presidential Directive (HSPD)-5, Management of Domestic Incidents. The adoption of the National Incident Management System (NIMS) is a requirement to receive Federal preparedness assistance, through grants, contracts, and other activities. The NIMS provides a consistent nationwide template to enable all levels of government, tribal nations, nongovernmental organizations, and private sector partners to work together to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity.
56. Will comply with OMB Standard Form 424B Assurances – Non construction Programs, whereby the awarding agency may require subgrantees and subrecipients to certify to additional assurances.
57. Will not make any award or permit any award (subgrant or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension." As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 17, for prospective participants in primary covered transactions, the applicant will provide protection against waste, fraud and abuse, by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government. Applicant certifies that it and its principals:
- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.
 - Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
 - Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.
58. Will comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
59. Will obtain, via Cal OES, the prior approval from DHS on any use of the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

60. Will comply with the requirements of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. These regulations are codified at 2 CFR 3001.
61. Will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient engages in severe forms of trafficking in persons during the period of time that the award is in effect, procures a commercial sex act during the period of time that the award is in effect, or uses forced labor in the performance of the award or subawards under the award. Full text of the award term is provided at 2 CFR § 175.15.
62. Will comply with Title VI of the Civil Rights Act of 1964 prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to their programs and services. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. Recipient shall comply with DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768 (April 18, 2011), resulting from Executive Order 13166. For assistance and information regarding LEP obligations, refer to DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.
63. Will comply with the requirements of 42 U.S.C. § 7401 et seq. and Executive Order 11738, which provides for the protection and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters is considered research for other purposes.
64. Will comply with the requirements of the Federal regulations at 45 CFR Part 46 and the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 CFR Part 46.
65. Will comply with the requirements of the National Environmental Policy Act (NEPA), as amended, 42 U.S.C. § 4331 et seq., which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for its grant-supported activities, DHS requires the environmental aspects of construction grants (and certain non-construction projects as specified by the Component and awarding office) to be reviewed and evaluated before final action on the application.
66. Will comply with the requirements of section 1306(c) of the National Flood Insurance Act, as amended, which provides for benefit payments under the Standard Flood Insurance Policy for demolition or relocation of a structure insured under the Act that is located along the shore of a lake or other body of water and that is certified by an appropriate State or local land use authority to be subject to imminent collapse or subsidence as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels. These regulations are codified at 44 CFR Part 63.
67. Will comply with the requirements of the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4001 et seq.), which provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within one year of the identification. The

flood insurance purchase requirement applies to both public and private applicants for DHS support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

68. Will comply with the requirements of Executive Order 11990, which provides that federally-funded construction and improvements minimize the destruction, loss, or degradation of wetlands. The Executive Order provides that, in furtherance of section 101(b)(3) of NEPA (42 U.S.C. § 4331(b)(3)), Federal agencies, to the extent permitted by law, must avoid undertaking or assisting with new construction located in wetlands unless the head of the agency finds that there is no practicable alternative to such construction, and that the proposed action includes all practicable measures to minimize harm to wetlands that may result from such use. In making this finding, the head of the agency may take into account economic, environmental, and other pertinent factors. The public disclosure requirement described above also pertains to early public review of any plans or proposals for new construction in wetlands. This is codified at 44 CFR Part 9.
69. Will comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.
70. Understands the reporting of subawards and executive compensation rules, including first tier subawards to Cal OES.
 - a. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009,
 - b. Where and when to report: you must report on each obligating action described in the following paragraphs to Cal OES. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2013, the obligation must be reported by no later than December 31, 2013.)
 - c. What to report: You must report the information about each obligating action that the submission instructions posted in Information Bulletin 350, to Cal OES. To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>. Subgrantees must report subrecipient executive total compensation to Cal OES by the end of the month following the month during which you make the subaward. Exemptions include: If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report on subawards, and the total compensation of the five most highly compensated executives of any subrecipient.
 - d. Reporting Total Compensation of Recipient Executives: You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if
 - i. the total Federal funding authorized to date under this award is \$25,000 or more;
 - ii. in the preceding fiscal year, you received 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)
 - iv. Subrecipient Executives. Unless you are exempt as provided above, for each first-tier subrecipient under this award, you shall report the names and total

compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if in the subrecipient's preceding fiscal year, the subrecipient received 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and the public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986.

71. Understands that failure to comply with any of these assurances may result in suspension, termination, or reduction of grant funds.

72. The undersigned represents that he/she is authorized by the above named applicant to enter into this agreement for and on behalf of the said applicant.

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: ACTING CITY ADMINISTRATOR

FROM: DIRECTOR OF COMMUNITY SERVICES

DATE: FEBRUARY 17, 2015

SUBJECT: **ACCEPTANCE OF FAMILY AND COMMUNITIES TOGETHER (FACT) GRANT IN PARTNERSHIP WITH THE FRIENDLY CENTER INC. FOR FAMILY RESOURCE CENTER SERVICES**

FISCAL
IMPACT: REVENUE: \$76,511.36 GRANT PER YEAR FOR FY 2015-16 THROUGH FY 2019-20
\$223,488.64 PARTNER AGENCY SERVICES FOR FY 2015-16 THROUGH
FY 2019-20

SUMMARY:

The County of Orange (the County) has a Family and Communities Together (FaCT) grant program which funds public-private partnerships designed to support and develop Family Resource Centers (FRCs). FRC sites are funded throughout the County to provide communities with essential family support services, education, and resources. City Staff worked in collaboration with the Friendly Center, Western Youth Services, and Interval House (collectively "the Partnership") to submit a proposal to the County to establish a FaCT funded FRC in Placentia. During the County Board of Supervisors meeting held on February 10, 2015, the County awarded the Partnership's grant proposal for \$300,000 in FaCT funding for a five year period beginning July 1, 2015. The FaCT grant will provide \$76,511 to the City and will serve as a direct offset and/or supplement to the General Fund for Neighborhood Services and Community Services programs at the Whitten Community Center. Additionally, \$223,488 will be provided to the other Partnership members to fund family support services, emergency assistance, academic tutoring, community outreach, food programs, and counseling. This action will authorize the City Administrator, or designee, to execute all contract documents and partnership agreements with the Friendly Center Inc. and County of Orange for the Family and Communities Together (FaCT) grant.

RECOMMENDATION:

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

1. Authorize the Acting City Administrator or his designee to execute all contract documents and partnership agreements with the Friendly Center Inc. and County of Orange for the Family and Communities Together (FaCT) grant in a form approved by the City Attorney.

DISCUSSION:

The Friendly Center has been providing social service programs for over ninety-five (95) years. The Friendly Center has partnered with the City of Placentia's Community Services Department and Neighborhood Services Division since 2009. During the last several years as available City funded resources have diminished, the Friendly Center has been able to supplement and expand their programs into the Placentia Community to address the ongoing service needs of residents. The Friendly Center

4.a.

February 17, 2015

currently provides family advocacy, counseling services, tutoring, food distribution programs, employment assistance, and parenting classes. The Friendly Center has services available from the Whitten Community Center, Cathy Torrez Learning Center, and Gomez Community Center. The Friendly Center currently funds the programs and services in Placentia through independent fundraising, grants and sponsorships that they pursue and receive. The City's current agreement with the Friendly Center does not provide any direct funding for their services other than indirect resources such as use of the City facilities and part-time Community/Neighborhood Services Staff during collaborative programming.

FaCT Grant

The Friendly Center discussed with the City the opportunity to pursue grant funding through the County to further expand collaborative services and help offset the City's current General Fund expenditures. The County has the FaCT program which funds public-private partnerships to support and develop FRCs. FRC sites are funded throughout the County to provide essential family support services, education, and resources. Each FRC is a family-friendly, community-based site that provides access to comprehensive preventative and treatment oriented social, educational, and health services for all families. The County funds FaCT through Federal, State, County resources as well as volunteer, in-kind support, and private donations.

FaCT proposals must include a community facility that offers multiple programs including, but not limited to the following core services: a case management team; counseling; family support services; parenting education; domestic violence prevention and treatment (Personal Empowerment Program); out-of-school-time (afterschool) youth program; time limited family reunification; adoption recruitment; and information and referral services. City staff reviewed this requirement with the Friendly Center and Placentia is fortunate that the collaborative services currently provided at the Whitten Community Center nearly match the FRC model.

A few Orange County Cities including Garden Grove, Westminster, and Stanton have received this FaCT funding in the past. Those cities have established the resources and staffing capacity to pursue FaCT funding as the lead agency and handle all of the administrative requirements of the FRC. The City of Placentia does not currently have the same level of resources to dedicate to FRC administration and could not apply for FaCT funding as the lead agency. In consideration of this limitation, the Friendly Center proposed a collaborative service model similar to their operations in Orange where the Friendly Center is the lead agency and provides administrative support of the FRC. The City of Orange partners with the Friendly Center along with a few other non-profits to provide services as an FRC. Additionally, the Friendly Center has previously established partnerships with Western Youth Services for counseling and Interval House for domestic violence intervention which can join Placentia's current collaborative to create a stronger FRC.

The City's Director of Community Services and Neighborhood Services Manager worked with the Partnership to submit a proposal to the County to establish a FaCT funded FRC at the Whitten Community Center. During the County Board of Supervisors meeting held on February 10, 2015, the County selected the proposal for \$300,000 of funding for a five year period beginning July 1, 2015 through June 30, 2020.

As indicated in the chart below, the FaCT grant amount of \$76,511 will be allocated to the City and will serve as a direct offset and/or supplement to the General Fund for specific programs and activities that support FRC activities at the Whitten Community Center. Additionally \$223,488 will be provided to the other Partnership members to fund their specific services that they will provide as well as other administrative costs.

City Grant Funded Items	Allocation
Neighborhood Services Bilingual Information and Referral Staff	\$52,920.12
Community Services Staff for Out-of-School-Time (Afterschool) Program at the Whitten Community Center	\$17,795.40
Community Services Staff to support Parent Education Courses	\$3,045.84
Copy Machine Lease / Telephone & Internet / Office Supplies	\$2,750.00
Total FaCT Grant Allocation to the City	\$76,511.36
Partner Agency Grant Funded Services	Allocation
Friendly Center – FRC Administration, Family Support Services, Emergency Assistance, Academic Tutoring, Community Outreach, and Food Programs	\$153,964.64
Western Youth Services – Bilingual Counseling Services and Parent Education	\$55,524.00
Interval House – Domestic Violence Intervention Counseling	\$14,000.00
Total FaCT Allocation to Partner Agencies	\$223,488.64
TOTAL FaCT GRANT FUNDED SERVICES IN PLACENTIA	\$300,000

FISCAL IMPACT:

As outlined above, the City will receive \$76,511.36 a year in direct grant funding beginning July 1, 2015 through June 30, 2020 for a total of \$382,556.80 over the five year term. Additionally, \$223,488.64 a year will be provided to the Friendly Center, Western Youth Services, and Interval House during the same five year term. Overall \$300,000 a year in grant funded services will be provided to the community for a total of \$1.5 million dollars over the five year term.

Prepared by:

Reviewed and approved:


 Jonathan K. Nicks
 Director of Community Services


 Damien R. Arrula
 Acting City Administrator

Attachments:

1. County of Orange Board of Supervisors Agenda Report from February 10, 2015 for Approval of award recommendation for Families and Communities Together (FaCT) Agreements for Family Resource Centers (FRC)



AGENDA STAFF REPORT

Agenda Item

ASR Control 14-001453

MEETING DATE: 02/10/15
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTING AGENCY/DEPARTMENT: Social Services Agency (Approved)
DEPARTMENT CONTACT PERSON(S): Karen Vu (714) 245-6028
 Jyothi Atluri (714) 566-2828

SUBJECT: Contract Award Recommendation for Families & Communities Together (FaCT) Program

CEO CONCUR Concur	COUNTY COUNSEL REVIEW N/A	CLERK OF THE BOARD Discussion 3 Votes Board Majority
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Budgeted: N/A **Current Year Cost:** N/A **Annual Cost:** N/A

Staffing Impact: No **# of Positions:** **Sole Source:** N/A

Current Fiscal Year Revenue: N/A

Funding Source: GF: 11.7%, FED: 37.5% (CWS, PSSF), State: 47.8% (CWS,STOP), Other: 3% (Wraparound) **County Audit in last 3 years:** No

Prior Board Action: 12/16/2014 #38, 05/06/2014 # 37

RECOMMENDED ACTION(S):

1. Select Magnolia Park Family Resource Center to provide Family Resource Center Services for the period of July 1, 2015 through June 30, 2020.
2. Select Westminster Family Resource Center to provide Family Resource Center Services for the period of July 1, 2015 through June 30, 2020.
3. Select Stanton Family Resource Center to provide Family Resource Center Services for the period of July 1, 2015 through June 30, 2020.
4. Select El Modena Family Resource Center to provide Family Resource Center Services for the period of July 1, 2015 through June 30, 2020.
5. Select Anaheim Harbor Family Resource Center to provide Family Resource Center Services for the period of July 1, 2015 through June 30, 2020.
6. Select Friendly Center-Placentia Family Resource Center to provide Family Resource Center Services for the period of July 1, 2015 through June 30, 2020.

7. Select Community Health Enrichment Collaborative (CHEC) Family Resource Center to provide Family Resource Center Services for the period of July 1, 2015 through June 30, 2020.
8. Select Corbin Family Resource Center to provide Family Resource Center Services for the period of July 1, 2015 through June 30, 2020.
9. Select Minnie Street Family Resource Center to provide Family Resource Center and Differential Response Services for the period of July 1, 2015 through June 30, 2020.
10. Select Oak View Family Resource Center to provide Family Resource Center and Differential Response Services for the period of July 1, 2015 through June 30, 2020.
11. Select Friendly Center-Orange Collaborative Family Resource Center to provide Family Resource Center and Differential Response Services for the period of July 1, 2015 through June 30, 2020.
12. Select La Habra Family Resource Center to provide Family Resource Center and Differential Response Services for the period of July 1, 2015 through June 30, 2020.
13. Select South Orange County Family Resource Center to provide Family Resource Center and Differential Response Services for the period of July 1, 2015 through June 30, 2020.
14. Authorize the Social Services Agency to proceed with agreement negotiations with Family Resource Centers referenced in Recommended Action numbers one through thirteen and return to the Board for approval of the final agreements.

SUMMARY:

Approval of award recommendation for Families and Communities Together (FaCT) Agreements for Family Resource Centers (FRC) and Differential Response (DR) Services will continue the Promoting Safe and Stable Families (PSSF) program which provides a variety of community-based prevention and family support activities and services to Orange County's families at-risk of child abuse, neglect, domestic violence, illiteracy, school failure, unemployment, and drug and alcohol abuse.

BACKGROUND INFORMATION:

The Social Services Agency (SSA) is requesting your Board's approval of award recommendations and authorization to proceed with contract negotiations as specified in Recommendation Actions one through thirteen above. Eight award recommendations are for FRC services only, and five award recommendations are for both FRC and DR Services. The resulting agreements will be for the period of July 1, 2015 through June 30, 2020, in the amount of \$4,525,000 per year, for the aggregate total of \$22,625,000 for the five-year term.

On May 6, 2014, your Board approved seven FRC, five FRC and DR, and one Professional and Administrative Support Services contracts for the period beginning on July 1, 2014 and ending on June 30, 2015. These contracts, resulting from a Request for Proposal (RFP) released by SSA in 2010, are in the fourth and final year.

On December 16, 2014, your Board approved amendments to the five FRC and DR contracts referenced above. The amendments increased the agreement's maximum obligation by an average of \$56,700 to allow SSA to provide DR model services to participants in the Family Stabilization Program, a new component under California Work Opportunity and Responsibility to Kids to ensure a basic level of stability within a family prior to, or concurrently with, participation in Welfare-to-Work.

A new RFP was issued on June 9, 2014, to solicit proposals for FaCT FRC, DR, and FaCT Network Administrative Services (FNAS), previously known as Professional and Administrative Support Services.

The RFP included the following three Service Components (SC):

FRC Services

FRCs are located throughout Orange County's highest-risk communities providing essential family support services, education, and resources. Each FRC is a family-friendly, community-based site that provides access to comprehensive preventative and treatment oriented social, educational, and health services for all families including birth, blended, kinship, adoptive, and foster families. FRCs offer multiple programs including, but not limited to the following core services: a case management team; counseling; family support services; parenting education; domestic violence prevention and treatment (Personal Empowerment Program); out-of-school-time youth program; Time Limited Family Reunification family fun activities; adoption recruitment; and information and referral services in support of achieving FaCT goals.

FaCT FRC services are aligned to the following indicators from The 20th Annual Report on the Conditions of Children in Orange County:

- Good Health
- Economic Well-Being
- Safe Homes & Communities

DR Services

DR services consist of Case Management, Family Support, and In-Home Family Support services. DR is focused on preventing the recurrence of maltreatment and reducing the need for SSA Children and Family Services involvement and subsequent child abuse referrals. The cities of Anaheim, Huntington Beach, Lake Forest, Orange, and Santa Ana, have been identified as having the County's highest geographic need based upon the number of children placed in out of home care/dependency, numbers of child abuse reports, and numbers of individuals with incomes below poverty levels. DR services are provided from an FRC and serve all County residents.

FNAS Services

FNAS provides administrative support to the FaCT Program and FRCs. Services include community advocacy and public relations; fund and resource development; data evaluation; marketing and outreach community development; training and technical assistance; Community Engagement Advisory Committee support and leadership; administrative support; related services; and activities in support of FaCT capacity building and advocacy.

Anticipated awards and funding availability were identified as follows:

Based upon client demographics throughout Orange County, the intent of the RFP was to award contracts as follows:

Service Type and Service Component Number	Estimated Number Of Contracts To Be Awarded	Approximate Amount Of Funds Available Per Year
Family Resource Center (SC #1)	12	\$300,000 each
Differential Response (SC #2)	5	\$125,000 each
FaCT Network Administrative Services (SC #3)	1	\$500,000

Proposal Evaluations and Scoring

On June 18, 2014, SSA held an online Pre-Bid Conference to give prospective proponents an opportunity to ask questions and clarifications regarding the RFP and process. The deadline for receiving proposals was July 14, 2014. SSA received a total of fifteen proposals: fourteen proposals for FaCT FRC and DR Services, and one proposal for FNAS.

Five evaluation panels, each comprised of three members, reviewed, evaluated, and ranked FRC and DR proposals. The evaluation panels were comprised of the following professionals with experience serving families in the social and human services field:

- Two SSA Administrative Manager II
- Three SSA Administrative Manager I
- Seven SSA Senior Social Services Supervisors
- One SSA Retiree
- One HCA Psychologist
- One Non-Profit Community Based Organization Executive

Panel members independently rated proposals using the following criteria and potential maximum points.

<u>Rating Criteria</u>	FRC	DR	FNAS
Related Direct Service Experience	10	15	15
Prior Program Management Experience	15	10	15
Planned Program Management of Direct Services to be Provided	10	15	20
Direct Services to be Provided	35	25	25
Budget/Cost of Service Delivery	30	25	25
Geographic Location	<u>0</u>	<u>10</u>	<u>0</u>
Maximum Points Total	100	100	100

The RFP states the proposals would be evaluated with other proposals received for the same region (e.g. districts) and that proposal(s) with the highest score(s) for FRC Services within each service region would be considered for contract award. The determination of which site would also be awarded for DR Services was based upon a weighted score of FRC (70%) and DR (30%). Therefore, of the FRCs to be considered for an award based upon highest FRC scores, the proposal with the highest Total Weighted Score within that region would also be awarded DR Services for that region. The purpose for utilizing a

weighted score method to select a DR Provider for each region was to ensure DR clients would receive both DR and high quality FRC services in a single location.

Below is a summary of the combined FRC/DR proposal scores with one DR Provider designated for each geographic region.

Region 1 Proponents				Total Weighted FRC (70%) DR (30%)	Selected
	Location	FRC Score	DR Score		
Magnolia Park FRC	Garden Grove	77.50	63.00	73.2	Yes
Minnie Street FRC - DR Provider	Santa Ana	76.00	75.50	75.9	Yes
Westminster FRC	Westminster	74.20	63.00	70.8	Yes
Corbin FRC	Santa Ana	72.50	81.20	75.1	Yes
Region 2 Proponents					
Stanton FRC	Stanton	72.50	61.00	69.1	Yes
Oak View FRC - DR Provider	Huntington Beach	70.50	77.00	72.5	Yes
Region 3 Proponents					
Friendly Center Collaborative FRC - DR Provider	Orange	76.00	77.00	76.3	Yes
El Modena FRC	Orange	73.00	74.50	73.5	Yes
Region 4 Proponents					
La Habra FRC / La Habra - DR Provider	La Habra	81.70	69.80	78.1	Yes
Anaheim Harbor – FRC	Anaheim	74.50	80.80	76.4	Yes
Friendly Center Placentia FRC	Placentia	72.80	68.00	71.4	Yes
Richman FRC	Fullerton	71.30	64.80	69.4	No
Region 5 Proponents					
South Orange County - DR Provider	Lake Forest	76.00	76.50	76.2	Yes
CHEC FRC	San Juan Capistrano	76.00	66.50	73.2	Yes

Of the fourteen proposals received, all scored at least 70 points or higher for the FRC service component, and all fourteen proposals were recommended for a contract award by the evaluation panels. The RFP stated SSA’s intent was to award a contract to twelve FRCs and provided an allocation of FRCs per each region. Because the original plan to award twelve FRCs was met, SSA considered the Corbin FRC and Richman FRC, the lowest scoring FRCs in their respective areas, to be thirteenth and fourteenth proposals. Upon careful evaluation of Geographic Information System (GIS) mapping of *Density of Active and Aided Recipients by Zip*, attached for reference, SSA recommends also awarding a contract to Corbin FRC as the GIS mapping demonstrates Corbin FRC is physically located in one of the highest needs areas of Orange County as illustrated by the red zoning of the GIS map. Funding the Corbin FRC will enable SSA to better meet community needs. The Richman FRC is physically located in the city of

Fullerton, and GIS mapping indicates this area is not as high need as its neighboring city, Anaheim. SSA does not recommend awarding a contract to Richman FRC through this RFP but to seek further services in Anaheim.

Therefore, to expand services to further meet community needs, SSA intends to dedicate available funding to fund two additional FRCs, bringing the total to fifteen. SSA released a new RFP on January 15, 2015 to solicit proposals from community collaboratives to serve clients in the areas of Anaheim and Costa Mesa. SSA will return to your Board for approval of all of the contracts resulting from both RFPs.

Even though one additional FRC, Corbin, was added, the funding allocations per FRC remain the same as indicated in the RFP. Each FRC includes a collaborative of partner agencies that works together to achieve positive outcomes for the populations they serve. Attachment I identifies the lead and partner agencies of each recommended FRC.

The resulting agreements are planned to begin on July 1, 2015 and terminate June 30, 2020. SSA requested and received written approval from the California Department of Social Services to contract beyond the typical three year maximum contract term, for a total of five years, based on the benefit to the County, proponents, and the selected vendors' need to develop long-range program plans and resource utilization.

Only one proposal was received for FNAS; therefore, it was evaluated for responsiveness by one SSA Administrative Manager I and one Senior Social Services Supervisor. Their evaluation was reviewed by an SSA Deputy Purchasing Agent.

The proposal submitted by Family Support Network for FNAS received a combined score of 61 points and is not recommended for a contract award. The proposal received low scores in the categories of related direct services experience, prior program management experience and planned program management of direct services, and direct services to be provided. Family Support Network is a current contractor who satisfactorily provides SSA with Parent Mentor Services and Wraparound Support Services (Parent Partner Training) under separate agreements. FNAS is significantly different from services currently provided to SSA by Family Support Network. The submitted proposal indicates that Family Support Network does not have experience providing FNAS or similar services specified in the RFP. SSA is currently evaluating options to secure FNAS services.

FINANCIAL IMPACT:

FY 2015-16: \$4,525,000

The agreements will be for the period of July 1, 2015 through June 30, 2020, in the amount of \$4,525,000 per year, for the aggregate total of \$22,625,000 for the five-year term. Related appropriations and revenues will be included in the FY 2015-16 Recommended Budget and will be included in the budgeting process for future years.

The Federal and State dollars funding these Agreements are comprised of Child Welfare Services (CWS), Promoting Safe and Stable Families (PSSF), and Supportive Therapeutic Options Program (STOP) allocation funding and Wraparound Savings. Wraparound funding is made up of 40% State and 60% County dollars and can only be reinvested in children's programs.

Families and Communities Together (FaCT) Program - RFP #FY1415-01
 SERVICE COMPONENT #1 (FRC) SERVICES
 EVALUATION SCORES - Service Region 1

Attachment A

Proponent:	Rater	Related Direct Service Experience	Prior Program Mgmt. Experience	Planned Program Mgmt of Direct Svcs to be Provided	Direct Services to be Provided	Budget	Related Direct Service Experience	Prior Program Mgmt Experience	Planned Program Mgmt of Direct Svcs	Direct Services to be Provided	Budget	FRC TOTAL SCORE
Corbin Family & Community Center	1	3.5	4	3.5	4	3.5	7	12	7	28	21	75.0
	2	4	3.5	3.5	3.5	3.5	8	10.5	7	24.5	21	71.0
	3	3.5	4	3.5	3.5	3.5	7	12	7	24.5	21	71.5
Average Score												72.5

Proponent:	Rater	Related Direct Service Experience	Prior Program Mgmt. Experience	Planned Program Mgmt of Direct Svcs to be Provided	Direct Services to be Provided	Budget	Related Direct Service Experience	Prior Program Mgmt Experience	Planned Program Mgmt of Direct Svcs	Direct Services to be Provided	Budget	FRC TOTAL SCORE
Magnolia Park FRC	1	3.5	4	3.5	5	3.5	7	12	7	35	21	82.0
	2	4	4	4	4	3.5	8	12	8	28	21	77.0
	3	3.5	3.5	3.5	4	3.5	7	10.5	7	28	21	73.5
Average Score												77.5

Proponent:	Rater	Related Direct Service Experience	Prior Program Mgmt. Experience	Planned Program Mgmt of Direct Svcs to be Provided	Direct Services to be Provided	Budget	Related Direct Service Experience	Prior Program Mgmt Experience	Planned Program Mgmt of Direct Svcs	Direct Services to be Provided	Budget	FRC TOTAL SCORE
Minnie Street FRC	1	3.5	5	3.5	4	3.5	7	15	7	28	21	78.0
	2	3.5	5	4	3.5	3.5	7	15	8	24.5	21	75.5
	3	3.5	5	3.5	3.5	3.5	7	15	7	24.5	21	74.5
Average Score												76.0

Proponent:	Rater	Related Direct Service Experience	Prior Program Mgmt. Experience	Planned Program Mgmt of Direct Svcs to be Provided	Direct Services to be Provided	Budget	Related Direct Service Experience	Prior Program Mgmt Experience	Planned Program Mgmt of Direct Svcs	Direct Services to be Provided	Budget	FRC TOTAL SCORE
Westminster FRC	1	3.5	4	3.5	4	3.5	7	12	7	28	21	75.0
	2	4	4	3.5	3.5	3.5	8	12	7	24.5	21	72.5
	3	3.5	4	3.5	4	3.5	7	12	7	28	21	75.0
Average Score												74.2

Score Descriptions:
 5 - Exceptional
 4 - Above Average
 3.5 - Average
 2 - Poor
 1 - Inadequate
 0 - Non-Responsive

Families and Communities Together (FaCT) Program - RFP #FY1415-01
 SERVICE COMPONENT #1 (FRC) SERVICES
 EVALUATION SCORES - Service Region 2

Attachment A

Proponent:	Rater	Related Direct Service Experience	Prior Program Mgmt. Experience	Planned Program Mgmt of Direct Svcs to be Provided	Budget	Related Direct Service Experience	Prior Program Mgmt Experience	Planned Program Mgmt of Direct Svcs	Direct Services to be Provided	Budget	Related Direct Service Experience	Prior Program Mgmt Experience	Planned Program Mgmt of Direct Svcs	Direct Services to be Provided	Budget	FRC TOTAL SCORE
		Experience	Experience	to be Provided		Experience	Experience	Direct Svcs	be Provided		Experience	Experience	Direct Svcs	be Provided		Score
Oakview FRC	1	3.5	3.5	3.5	3.5	7	10.5	7	3.5	3.5	7	10.5	7	24.5	21	70.0
	2	3.5	4	3.5	3.5	7	12	7	3.5	3.5	7	12	7	24.5	21	71.5
	3	3.5	3.5	3.5	3.5	7	10.5	7	3.5	3.5	7	10.5	7	24.5	21	70.0
Average Score																70.5
Stanton Collaborative FRC	1	3.5	3.5	3.5	3.5	7	10.5	7	3.5	3.5	7	10.5	7	24.5	21	70.0
	2	4	3.5	4	4	8	10.5	7	4	4	8	10.5	7	28	24	77.5
	3	3.5	3.5	3.5	3.5	7	10.5	7	3.5	3.5	7	10.5	7	24.5	21	70.0
Average Score																72.5

Score Descriptions:
 5 - Exceptional
 4 - Above Average
 3.5 - Average
 2 - Poor
 1 - Inadequate
 0 - Non-Responsive

Families and Communities Together (FaCT) Program - RFP #FY1415-01
 SERVICE COMPONENT #1 (FRC) SERVICES
 EVALUATION SCORES - Service Region 3

Attachment A

Proponent:	Rater	Related Direct Service Experience	Prior Program Mgmt. Experience	Planned Program Mgmt of Direct Svcs to be	Direct Services to be Provided	Budget	Related Direct Service Experience	Prior Program Mgmt Experience	Planned Program Mgmt of Direct Svcs	Direct Services to be Provided	Budget	FRC TOTAL SCORE
		Experience	Experience	to be	be Provided		Experience	Experience	Direct Svcs	be Provided		SCORE
El Modena FRC	1	4	3.5	3.5	3.5	4	8	10.5	7	24.5	24	74.0
	2	4	3.5	3.5	3.5	4	8	10.5	7	24.5	24	74.0
	3	4	3.5	2	3.5	4	8	10.5	4	24.5	24	71.0
Average Score												73.0
Proponent:	Rater	Related Direct Service Experience	Prior Program Mgmt. Experience	Planned Program Mgmt of Direct Svcs to be Provided	Direct Services to be Provided	Budget	Related Direct Service Experience	Prior Program Mgmt Experience	Planned Program Mgmt of Direct Svcs	Direct Services to be Provided	Budget	FRC TOTAL SCORE
		Experience	Experience	Provided	be Provided		Experience	Experience	Direct Svcs	be Provided		SCORE
Friendly Center Collaborative	1	4	4	3.5	4	3.5	8	12	7	28	21	76.0
	2	4	4	3.5	4	3.5	8	12	7	28	21	76.0
	3	4	4	3.5	4	3.5	8	12	7	28	21	76.0
Average Score												76.0

Score Descriptions:
 5 - Exceptional
 4 - Above Average
 3.5 - Average
 2 - Poor
 1 - Inadequate
 0 - Non-Responsive

Families and Communities Together (FaCT) Program - RFP #FY1415-01
 SERVICE COMPONENT #1 (FRC) SERVICES
 EVALUATION SCORES - Service Region 4

Attachment A

Proponent:	Rater	Related Direct Service Experience	Prior Program Mgmt. Experience	Planned Program Mgmt of Direct Svcs to be Provided	Direct Services to be Provided	Budget	Related Direct Service Experience	Prior Program Mgmt Experience	Planned Program Mgmt of Direct Svcs	Direct Services to be Provided	Budget	FRC TOTAL SCORE
Anaheim Harbor	4	5	5	3.5	3.5	3.5	10	15	7	24.5	21	77.5
	2	4	4	4	3.5	3.5	8	12	8	24.5	21	73.5
	3	4	4	3.5	3.5	3.5	8	12	7	24.5	21	72.5
Average Score												74.5

Proponent:	Rater	Related Direct Service Experience	Prior Program Mgmt. Experience	Planned Program Mgmt of Direct Svcs to be Provided	Direct Services to be Provided	Budget	Related Direct Service Experience	Prior Program Mgmt Experience	Planned Program Mgmt of Direct Svcs	Direct Services to be Provided	Budget	FRC TOTAL SCORE
Friendly Center Placentia FRC	4	3.5	4	3.5	4	3.5	7	12	7	28	21	75.0
	2	3.5	3.5	3.5	3.5	3.5	7	10.5	7	24.5	21	70.0
	3	3.5	3.5	3.5	4	3.5	7	10.5	7	28	21	73.5
Average Score												72.8

Proponent:	Rater	Related Direct Service Experience	Prior Program Mgmt. Experience	Planned Program Mgmt of Direct Svcs to be Provided	Direct Services to be Provided	Budget	Related Direct Service Experience	Prior Program Mgmt Experience	Planned Program Mgmt of Direct Svcs	Direct Services to be Provided	Budget	FRC TOTAL SCORE
Richman FRC	4	3.5	3.5	4	3.5	3.5	7	10.5	8	24.5	21	71.0
	2	3.5	4	3.5	3.5	3.5	7	12	7	24.5	21	71.5
	3	3.5	4	3.5	3.5	3.5	7	12	7	24.5	21	71.5
Average Score												71.3

Proponent:	Rater	Related Direct Service Experience	Prior Program Mgmt. Experience	Planned Program Mgmt of Direct Svcs to be Provided	Direct Services to be Provided	Budget	Related Direct Service Experience	Prior Program Mgmt Experience	Planned Program Mgmt of Direct Svcs	Direct Services to be Provided	Budget	FRC TOTAL SCORE
La Habra FRC	4	3.5	5	4	5	3.5	7	15	8	35	21	86.0
	2	3.5	4	3.5	5	3.5	7	12	7	35	21	82.0
	3	4	4	4	4	3.5	8	12	8	28	21	77.0
Average Score												81.7

Score Descriptions:
 5 - Exceptional
 4 - Above Average
 3.5 - Average
 2 - Poor
 1 - Inadequate
 0 - Non-Responsive

Families and Communities Together (FaCT) Program - RFP #FY1415-01
 SERVICE COMPONENT #1 (FRC) SERVICES
 EVALUATION SCORES - Service Region 5

Attachment A

Proponent:	Rater	Related Direct Service Experience	Prior Program Mgmt. Experience	Planned Program Mgmt of Direct Svcs to be Provided	Direct Services to be Provided	Budget	Related Direct Service Experience	Prior Program Mgmt Experience	Planned Program Mgmt of Direct Svcs	Direct Services to be Provided	Budget	FRC TOTAL SCORE
CHEC FRC	1	4	4	3.5	4	3.5	8	12	7	28	21	76.0
	2	4	4	3.5	4	3.5	8	12	7	28	21	76.0
	3	4	4	3.5	4	3.5	8	12	7	28	21	76.0
Average Score												76.0
Proponent:	Rater	Related Direct Service Experience	Prior Program Mgmt. Experience	Planned Program Mgmt of Direct Svcs to be Provided	Direct Services to be Provided	Budget	Related Direct Service Experience	Prior Program Mgmt Experience	Planned Program Mgmt of Direct Svcs	Direct Services to be Provided	Budget	FRC TOTAL SCORE
South Orange County	1	4	4	3.5	4	3.5	8	12	7	28	21	76.0
	2	4	4	3.5	4	3.5	8	12	7	28	21	76.0
	3	4	4	3.5	4	3.5	8	12	7	28	21	76.0
Average Score												76.0

Score Descriptions:
 5 - Exceptional
 4 - Above Average
 3.5 - Average
 2 - Poor
 1 - Inadequate
 0 - Non-Responsive

COUNTY OF ORANGE SOCIAL SERVICES AGENCY
FAMILIES AND COMMUNITIES TOGETHER (FaCT)

RFP #FY1415-01

Attachment D

Individual Evaluator Score Sheet

Please rate the proposal for each criterion below, using a scale of 0 through 5, where 5 = Exceptional; 4 = Above Average; 3.5 = Average; 2 = Poor; 1 = Inadequate; 0 = Non-Responsive.

Service Component #1: FRC Services

Name of Agency Submitting Proposal: Friendly Center Collaborative

1. Related Direct Service Experience (Attachment C)

- Proposal demonstrates history of successfully providing same or similar services to the target population through contracts with the County of Orange.
- Proposal demonstrates history of successfully providing same or similar services to the target population through contracts with agencies other than the County of Orange.
- If applicable, Proposal justifies failed or incomplete contracts.
- If applicable, Proposal provides history of same or similar services to the target population aside from services indicated on Table One and/or Table Two.

Score (0-5) 4 x 2 = 8

2. Prior Program Management Experience (Attachments D and D1)

- Management/administrative staffs' relevant experience and expertise in developing, implementing, managing, delivering, and evaluating of services.
- Ability to address challenges and barriers in the delivery of services and target population to be served.
- Ability to monitor and improve performance.
- Ability to implement effective strategies to engage target population.
- Ability to identify and incorporate evidence based/evidence informed services.
- Experience in conducting community needs assessments.
- Effective recruitment strategies of bilingual staff and student intern positions or similar positions.
- Experience in working with the child welfare system, probation system, and children's mental health system.
- Experience utilizing community resources within Orange County.
- Collaborative's experience in program and facility management of similar services to this RFP.
- Experience working as a collaborative.

Score (0-5) 4 x 3 = 12

3. Planned Program Management of Direct Services to be Provided (Attachments E and E-1)

- Plan of supervision and coverage during absence.
- Ability to recruit, hire, maintain appropriate staff, and partner with agencies to deliver proposed services.
- Implementation, administration, and evaluation of service delivery.
- Ability to address challenges and barriers in the delivery of services.
- Ability to monitor performance and effectively correct collaborative or staffing issues, service delivery issues, etc.
- Identify effective start-up plan.
- Ability to achieve proposed objectives/goals, timelines, and budget.

Score (0-5) 3.5 x 2 = 7

COUNTY OF ORANGE SOCIAL SERVICES AGENCY
FAMILIES AND COMMUNITIES TOGETHER (FaCT)

RFP #FY1415-01

Attachment D

Individual Evaluator Score Sheet

4. Direct Services to be Provided (Attachment F1)

- An effective action plan to deliver services to the target population to be served.
- Suitable facility location(s) as noted in RFP.
- Ability to engage target population to ensure full program participation.
- A detailed plan, if utilizing subcontractors, to deliver proposed services.
- A quality assurance plan which includes self-evaluation and monitoring of administration and service delivery.
- A detailed list of major equipment to be used for the direct provision of services.
- Strategy to engage and retain parents and youth to participate in services.
- Strategy to recruit and retain CEAC members.
- Innovative features that would enhance services.
- Effective service delivery plan.
- Case management team.
- Rationale for workload standards.
- Non-FaCT funded services to be offered.
- Outreach plan to engage families in the child welfare system.
- History of collaborative partnership.
- Plan to ensure integrity of data collection and reporting.
- Comprehensive sustainability and governance plans.

Score (0-5) 4 x 7 = 28

5. Budget/ Cost of Service Delivery System (Attachments G and H)

- Proposed costs are reasonable, thoroughly justified, and appropriate in relation to the activities to be conducted and expected results and benefits.
- Proponent has sound knowledge of accepted budgeting and accounting practices as evidenced by sufficient line item detail to indicate such knowledge.
- There is a clear link between the proposed activities in the project narrative and proposed budget items.
- Proposed cost does not exceed the established budget limit and encompasses the entirety of service delivery.
- Proposed budget provides clear basis for the computation of all line items.

Score (0-5) 3.5 x 6 = 21

TOTAL POINTS: 76

1

Panel Member Number

8/20/14

Date

COUNTY OF ORANGE SOCIAL SERVICES AGENCY
FAMILIES AND COMMUNITIES TOGETHER (FaCT)

RFP #FY1415-01

Attachment D

Individual Evaluator Score Sheet

Please rate the proposal for each criterion below, using a scale of 0 through 5, where 5 = Exceptional; 4 = Above Average; 3.5 = Average; 2 = Poor; 1 = Inadequate; 0 = Non-Responsive.

Service Component #1: FRC Services

Name of Agency Submitting Proposal: Friendly Center Collaborative

1. Related Direct Service Experience (Attachment C)

- Proposal demonstrates history of successfully providing same or similar services to the target population through contracts with the County of Orange.
- Proposal demonstrates history of successfully providing same or similar services to the target population through contracts with agencies other than the County of Orange.
- If applicable, Proposal justifies failed or incomplete contracts.
- If applicable, Proposal provides history of same or similar services to the target population aside from services indicated on Table One and/or Table Two.

Score (0-5) 4 x 2 = 8

2. Prior Program Management Experience (Attachments D and D1)

- Management/administrative staffs' relevant experience and expertise in developing, implementing, managing, delivering, and evaluating of services.
- Ability to address challenges and barriers in the delivery of services and target population to be served.
- Ability to monitor and improve performance.
- Ability to implement effective strategies to engage target population.
- Ability to identify and incorporate evidence based/evidence informed services.
- Experience in conducting community needs assessments.
- Effective recruitment strategies of bilingual staff and student intern positions or similar positions.
- Experience in working with the child welfare system, probation system, and children's mental health system.
- Experience utilizing community resources within Orange County.
- Collaborative's experience in program and facility management of similar services to this RFP.
- Experience working as a collaborative.

Score (0-5) 4 x 3 = 12

3. Planned Program Management of Direct Services to be Provided (Attachments E and E-1)

- Plan of supervision and coverage during absence.
- Ability to recruit, hire, maintain appropriate staff, and partner with agencies to deliver proposed services.
- Implementation, administration, and evaluation of service delivery.
- Ability to address challenges and barriers in the delivery of services.
- Ability to monitor performance and effectively correct collaborative or staffing issues, service delivery issues, etc.
- Identify effective start-up plan.
- Ability to achieve proposed objectives/goals, timelines, and budget.

Score (0-5) 3.5 x 2 = 7

COUNTY OF ORANGE SOCIAL SERVICES AGENCY
FAMILIES AND COMMUNITIES TOGETHER (FaCT)

RFP #FY1415-01

Attachment D

Individual Evaluator Score Sheet

4. Direct Services to be Provided (Attachment F1)

- An effective action plan to deliver services to the target population to be served.
- Suitable facility location(s) as noted in RFP.
- Ability to engage target population to ensure full program participation.
- A detailed plan, if utilizing subcontractors, to deliver proposed services.
- A quality assurance plan which includes self-evaluation and monitoring of administration and service delivery.
- A detailed list of major equipment to be used for the direct provision of services.
- Strategy to engage and retain parents and youth to participate in services.
- Strategy to recruit and retain CEAC members.
- Innovative features that would enhance services.
- Effective service delivery plan.
- Case management team.
- Rationale for workload standards.
- Non-FaCT funded services to be offered.
- Outreach plan to engage families in the child welfare system.
- History of collaborative partnership.
- Plan to ensure integrity of data collection and reporting.
- Comprehensive sustainability and governance plans.

Score (0-5) 4 x 7 = 28

5. Budget/ Cost of Service Delivery System (Attachments G and H)

- Proposed costs are reasonable, thoroughly justified, and appropriate in relation to the activities to be conducted and expected results and benefits.
- Proponent has sound knowledge of accepted budgeting and accounting practices as evidenced by sufficient line item detail to indicate such knowledge.
- There is a clear link between the proposed activities in the project narrative and proposed budget items.
- Proposed cost does not exceed the established budget limit and encompasses the entirety of service delivery.
- Proposed budget provides clear basis for the computation of all line items.

Score (0-5) 3.5 x 6 = 21

TOTAL POINTS: 76

2

Panel Member Number

8.2014

Date

COUNTY OF ORANGE SOCIAL SERVICES AGENCY
FAMILIES AND COMMUNITIES TOGETHER (FaCT)

RFP #FY1415-01

Attachment D

Individual Evaluator Score Sheet

Please rate the proposal for each criterion below, using a scale of 0 through 5, where 5 = Exceptional; 4 = Above Average; 3.5 = Average; 2 = Poor; 1 = Inadequate; 0 = Non-Responsive.

Service Component #1: FRC Services

Name of Agency Submitting Proposal: Friendly Center Collaborative

1. Related Direct Service Experience (Attachment C)

- Proposal demonstrates history of successfully providing same or similar services to the target population through contracts with the County of Orange.
- Proposal demonstrates history of successfully providing same or similar services to the target population through contracts with agencies other than the County of Orange.
- If applicable, Proposal justifies failed or incomplete contracts.
- If applicable, Proposal provides history of same or similar services to the target population aside from services indicated on Table One and/or Table Two.

Score (0-5) 4 x 2 = 8

2. Prior Program Management Experience (Attachments D and D1)

- Management/administrative staffs' relevant experience and expertise in developing, implementing, managing, delivering, and evaluating of services.
- Ability to address challenges and barriers in the delivery of services and target population to be served.
- Ability to monitor and improve performance.
- Ability to implement effective strategies to engage target population.
- Ability to identify and incorporate evidence based/evidence informed services.
- Experience in conducting community needs assessments.
- Effective recruitment strategies of bilingual staff and student intern positions or similar positions.
- Experience in working with the child welfare system, probation system, and children's mental health system.
- Experience utilizing community resources within Orange County.
- Collaborative's experience in program and facility management of similar services to this RFP.
- Experience working as a collaborative.

Score (0-5) 4 x 3 = 12

3. Planned Program Management of Direct Services to be Provided (Attachments E and E-1)

- Plan of supervision and coverage during absence.
- Ability to recruit, hire, maintain appropriate staff, and partner with agencies to deliver proposed services.
- Implementation, administration, and evaluation of service delivery.
- Ability to address challenges and barriers in the delivery of services.
- Ability to monitor performance and effectively correct collaborative or staffing issues, service delivery issues, etc.
- Identify effective start-up plan.
- Ability to achieve proposed objectives/goals, timelines, and budget.

Score (0-5) 3.5 x 2 = 7

COUNTY OF ORANGE SOCIAL SERVICES AGENCY
FAMILIES AND COMMUNITIES TOGETHER (FaCT)

RFP #FY1415-01

Attachment D

Individual Evaluator Score Sheet

4. Direct Services to be Provided (Attachment F1)

- An effective action plan to deliver services to the target population to be served.
- Suitable facility location(s) as noted in RFP.
- Ability to engage target population to ensure full program participation.
- A detailed plan, if utilizing subcontractors, to deliver proposed services.
- A quality assurance plan which includes self-evaluation and monitoring of administration and service delivery.
- A detailed list of major equipment to be used for the direct provision of services.
- Strategy to engage and retain parents and youth to participate in services.
- Strategy to recruit and retain CEAC members.
- Innovative features that would enhance services.
- Effective service delivery plan.
- Case management team.
- Rationale for workload standards.
- Non-FaCT funded services to be offered.
- Outreach plan to engage families in the child welfare system.
- History of collaborative partnership.
- Plan to ensure integrity of data collection and reporting.
- Comprehensive sustainability and governance plans.

Score (0-5) 4 x 7 = 28

5. Budget/ Cost of Service Delivery System (Attachments G and H)

- Proposed costs are reasonable, thoroughly justified, and appropriate in relation to the activities to be conducted and expected results and benefits.
- Proponent has sound knowledge of accepted budgeting and accounting practices as evidenced by sufficient line item detail to indicate such knowledge.
- There is a clear link between the proposed activities in the project narrative and proposed budget items.
- Proposed cost does not exceed the established budget limit and encompasses the entirety of service delivery.
- Proposed budget provides clear basis for the computation of all line items.

Score (0-5) 3.5 x 6 = 21

TOTAL POINTS: 76

3

Panel Member Number

8-20-14

Date

**COUNTY OF ORANGE
SOCIAL SERVICES AGENCY**

MEMORANDUM OF RECOMMENDATION

**Families and Communities Together (FaCT Program)
RFP #FY1415-01**

September 30, 2014

To: Steve Sakamoto, SSA Contracts Manager

From: Michael Zimmerman, Senior Contract Administrator

Subject: Memorandum of Recommendation

In response to the referenced Request for Proposal (RFP), the proponents listed below are recommended for award as they meet the established evaluation criteria based on the following:

Service Component #1: Family Resource Center (FRC) Services

- Related Direct Service Experience
- Prior Program Management Experience
- Planned Program Management of Direct Services to be Provided
- Direct Services to be Provided
- Budget/Cost of Service Delivery System

Service Component #2: Differential Response (DR) Services

- Related Direct Service Experience
- Prior Program Management Experience
- Planned Program Management of Direct Services to be Provided
- Direct Services to be Provided
- Budget/Cost of Service Delivery System
- Geographic Location

Proponents recommended for Region 4 contract award are:

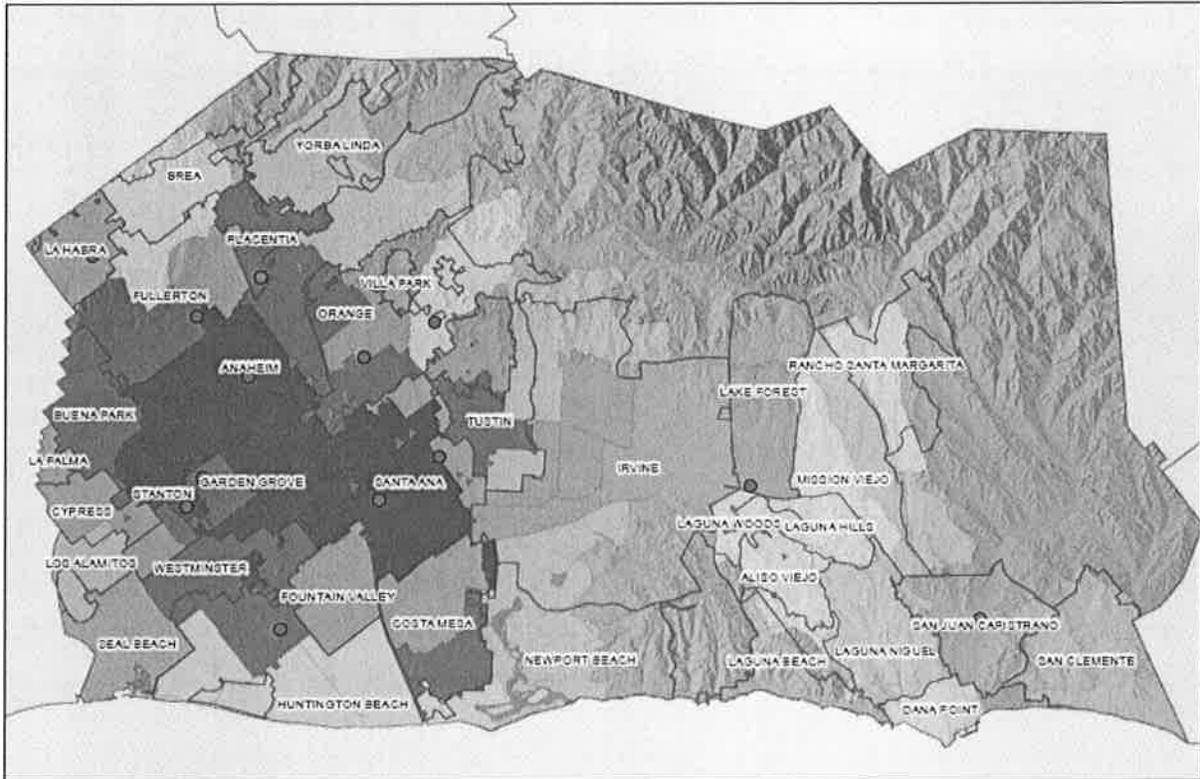
FRC	DR	Proponent Name
X		Anaheim Harbor Family Resource Center
X		Friendly Center Placentia Family Resource Center
X	X	La Habra Family Resource Center
X		Richman Family Resource Center

*X = recommended for award

Evaluation Committee Concurrence

Evaluator	Signature
2.	
3.	
4.	

Attached are the finalized *Individual Evaluator's Scoring Sheets* and *Summarized Scoring Sheet* for submittal with the ASR, as appropriate.

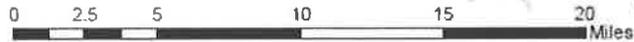


Density of Active and Aided Recipients By Zip

Legend

- Existing FRC
- Proposed FRC 2015-2020
- ▲ SBA Facilities

Density of Aided Recipients



**FAMILIES and COMMUNITIES TOGETHER (FaCT)
LIST OF COLLABORATIVE PARTNERS PER FRC
RFP #FY1415-01**

ATTACHMENT I

SERVICE REGION #1

Corbin Family & Community Center	
Lead:	Children's Bureau of Southern California
Partners: 1.	Human Options, Inc.
2.	The Raise Foundation
3.	Orange County Children's Therapeutic Arts Center

Magnolia Park FRC	
Lead:	City of Garden Grove
Partners: 1.	Boys Town
2.	Interval House
3.	Team of Advocates for Special Kids, Inc.

Minnie Street FRC	
Lead:	Human Options, Inc.
Partners: 1.	Child Guidance Center, Inc.
2.	The Cambodian Family
3.	The Raise Foundation

Westminster FRC	
Lead:	City of Westminster
Partners: 1.	Western Youth Services
2.	Interval House
3.	Abrazar, Inc.
4.	Boys & Girls Club of Westminster
5.	Boys Town

**FAMILIES and COMMUNITIES TOGETHER (FaCT)
LIST OF COLLABORATIVE PARTNERS PER FRC
RFP #FY1415-01**

ATTACHMENT I

SERVICE REGION #2

Oak View FRC	
Lead:	Children's Bureau of Southern California
Partners: 1.	Ocean View School District / Oak View School
2.	The Raise Foundation
3.	Western Youth Services
4.	Interval House

Stanton Collaborative FRC	
Lead:	City of Stanton
Partners: 1.	Western Youth Services
2.	Friendly Center, Inc.
3.	Interval House
4.	Camp Fire Orange County

SERVICE REGION #3

El Modena FRC	
Lead:	Community Action Partnership of Orange County
Partners: 1.	F.A.C.E.S. (Family Assessment Counseling & Education Services Inc.)
2.	Young Men's Christian Association (YMCA) of Orange
3.	WTLC, Inc. (Women's Transitional Living Center)
4.	People for Irvine Community Health DBA 2-1-1 Orange County

Friendly Center Collaborative Orange	
Lead:	Friendly Center, Inc.
Partners: 1.	Interval House
2.	City of Orange through its Police Department
3.	Western Youth Services

**FAMILIES and COMMUNITIES TOGETHER (FaCT)
LIST OF COLLABORATIVE PARTNERS PER FRC
RFP #FY1415-01**

ATTACHMENT I

SERVICE REGION #4

Anaheim Harbor	
Lead:	Children's Bureau of Southern California
Partners: 1.	The Raise Foundation
2.	Orange County Children's Therapeutic Arts Center
3.	Interval House
4.	Western Youth Services
5.	Child Guidance Center, Inc.

Friendly Center Placentia FRC	
Lead:	Friendly Center, Inc.
Partners: 1.	City of Placentia
2.	Interval House
3.	Western Youth Services

La Habra FRC	
Lead:	Institute for Healthcare Advancement
Partners: 1.	Western Youth Services
2.	Interval House
3.	Public Law Center
4.	Boys & Girls Club of La Habra

SERVICE REGION #5

CHEC	
Lead:	The Raise Foundation
Partners: 1.	Children's Bureau of Southern California
2.	Human Options, Inc.
3.	Mission Hospital Regional Medical Center

South Orange County	
Lead:	The Raise Foundation
Partners: 1.	Children's Bureau of Southern California
2.	Human Options, Inc.
3.	Mission Hospital Regional Medical Center



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: ACTING CITY ADMINISTRATOR
FROM: CHIEF FINANCIAL OFFICER
DATE: FEBRUARY 17, 2015
SUBJECT: **MID-YEAR BUDGET REVIEW FOR FISCAL YEAR 2014-15**

FISCAL
IMPACT: See Exhibit A - Attached

SUMMARY:

This report provides the City Council a Mid-Year budget and financial update for the Fiscal Year (FY) 2014-15 adopted budget. The report also makes recommendation for budget amendments, both to estimated revenues and to expenditures (appropriations), which would derive an estimated positive fund balance reserve of \$182,344 for the FY 2014-15 budget

RECOMMENDATION:

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

1. Receive and file the Fiscal Year 2014-15 mid-year budget report; and
2. Approve Budget Resolution R-2015-XX, A Resolution of the City Council of the City of Placentia Authorizing the Mid-Year Amendment to the Fiscal Year 2014-15 Budget; and
3. Discontinue the hiring freeze at it relates to the City's Fiscal Year 2014-15 Position Allocation Plan; and
4. Provide direction on the funding of the membership in the Association of California Cities of Orange County in the amount of \$12,340.

DISCUSSION:

The City Council adopted the City of Placentia FY 2014-15 budget at a public hearing on June 17, 2014. It is customary to conduct a thorough analysis of all estimated revenues and appropriations at the end of the first six (6) months of the fiscal year. This is particularly necessary, given the City's financial condition.

The adopted FY 2014-15 budget projected a balanced General Fund budget in which anticipated operating revenues slightly exceed operating appropriations by \$48. It is

4.b.

February 17, 2015

recommended that the General Fund revenue estimate including transfers-in be increased by \$855,154 to a total budget of \$31,238,072. It is also recommended that the General Fund expenditure budget including transfers-out be increased by \$672,810. These recommended changes in the General Fund will result in an increase in fund balance reserves of \$182,344. This will result in an ending General Fund balance of \$5,072,190.

Fiscal Year 2014-15 General Fund Revenues

	FY2013-14 Actual	FY2014-15 Thru 12/31/2014	FY2014-15 Approved Budget	Budget Amendment	FY2014-15 Amended Budget
Property Taxes	\$ 11,804,238	\$ 4,343,803	\$ 11,837,000	\$ 210,000	\$ 12,047,000
Sales & Use Taxes	5,847,742	1,622,774	5,879,000	199,450	6,078,450
Other Taxes	3,235,740	1,055,381	3,240,000	-	3,240,000
Licenses & Permits	1,594,947	465,903	1,564,400	-	1,564,400
Intergovernmental	79,248	84,392	274,442	71,435	345,877
Charges for Services	1,491,621	924,971	1,505,000	202,200	1,707,200
Fines & Forfeitures	459,123	189,751	475,000	(60,000)	415,000
Miscellaneous Rev.	1,579,583	252,482	1,229,176	-	1,229,176
Subtotal	26,092,242	8,939,457	26,004,018	623,085	26,627,103
Transfers-in	3,326,298	1,272,342	4,378,900	232,069	4,610,969
Total Revenue & Tr-In	\$ 29,418,540	\$ 10,211,799	\$ 30,382,918	\$ 855,154	\$ 31,238,072

It is requested that the City's General Fund estimated revenue and transfers-in budget be increased by \$855,154. The following is a brief description of the changes recommended:

Property Tax revenue appears to be exceeding revenue estimates made when the budget was adopted. The City receives property tax throughout the year with the major portion being received during the months of December and April. Secured, unsecured, and supplemental property tax receipts are all higher than anticipated in the adopted budget, and as a result, the budget is being increased by \$150,000 for those revenues. The Property Tax in Lieu – VLF revenue estimate is also being increased by \$60,000. The major payment of this revenue is received in January and May each year. In January, the City received \$2,060,922 and it is anticipated that the City will receive a total of \$4,100,000 for the fiscal year.

Sales & Use Tax category includes General Sales and Use Taxes, In-lieu Sales Tax and Prop 172 Sales and Use Tax.

- ❖ **General Sales & Use Tax** is collected in arrears on a monthly basis. This results in the revenue lagging behind transactions due to the fact that revenue received in July and August are accrued back to the previous fiscal year. The City has received 36% of its budgeted \$4,197,000 as of December 31st. This represents a third of the year's collections (September thru December). The revenue estimate has been adjusted by \$150,000.

- ❖ **In-lieu Sales Tax** – due to the Triple Flip, the State takes 25% of the City's 1% sales tax share and replaces it with an additional allocation of property tax. These payments are received twice a year, once in January and the other in May. The City's January payment was \$789,050. According to the City's sales tax consultant, HDL Companies, it is estimated that the City will received a total of \$1,481,450 which is \$49,450 more than the budgeted estimate. Therefore it is recommended that the budget be changed accordingly.
- ❖ **Prop 172 Sales & Use Tax** is collected and accrued in the same manner as the General Sales and Use Tax revenue. It appears that this revenue may also be exceeding its budget estimate however its budget will remain the same.

Other Taxes – All of the taxes included in this category appear to be in line with their estimated revenue budgets.

- ❖ **Franchise Tax** – The City collects franchise tax on cable television, trash collection, electric, natural gas, water and pipeline services. This revenue is collected throughout the year with the majority of the revenue being received in April. Electric and natural gas taxes are received in April while water franchise tax is received in March. At this time there is no change in the budgeted revenue estimate.
- ❖ **Real Property Transfer Tax** is received throughout the year. There is no change in the budgeted revenue estimate.
- ❖ **Transient Occupancy Tax** is paid in arrears and is received either on a monthly basis or quarterly basis. There is no change in the budgeted revenue estimate.
- ❖ **Per Barrel Oil Tax** is received throughout the year. It appears that receipts at midyear are slightly higher than anticipated however no change in the budgeted revenue estimate is recommended.

Licenses & Permits – There is no change recommended to the estimates for this category. Business License revenue is received throughout the year. The low percentage of revenue received as of December is due to the timing of business license renewals which are due in February. Although building permit revenue at midyear appears to be lower than projected, it is anticipated with the current construction activities that the City will meet the budgeted estimates.

Intergovernmental Revenue is being increased to include revenue already received from a State DUI enforcement grant (\$50,000) and excess Vehicle License Fee (\$21,435).

Charges for Services all of the revenue in this category appears to be in line with the adopted budget with one exception. City Admin fee is the charge to the Community Facilities District for the administration of the District. Each year \$67,400 has been built into the assessment for this purpose. It has been noticed that the City did not recover its administration costs for FY2012-13 and FY2013-14. In addition this reimbursement was inadvertently missed during the budget

process. It is recommended that the budget reflect the reimbursement of these costs in the amount of \$202,200.

Fines and Forfeitures – Revenue in this category appears to be behind the amount anticipated this fiscal year, resulting in an overall decrease in the revenue estimate of \$60,000. Traffic citation revenue is being decreased by \$50,000 as a result of personnel shortages. It is anticipated that the recent addition of a motorcycle officer will result in increased enforcement activities and revenue. The City Ordinance Fines revenue (parking citations) account is also being decreased by \$10,000.

Miscellaneous Revenue – There is no change recommended for any of the revenues included within this category. Donations & Contributions revenue shows a budget of \$343,176 which includes the reimbursement of the packing house demolition by the developer. This revenue will not be received until the final agreement is made and the demolition is completed. Lease revenue includes revenue from City owned leased property including cell tower and buildings as well as the debt service payment reimbursement on the 2003 COP from the Successor Agency. The debt service payment reimbursement will not be recorded until the end of the fiscal year.

Transfers-in – Transfers-in from other funds is being increased by a total of \$232,069. The major portion (\$222,069) of this increase is from the close out of the Citywide Services Internal Service Fund. When the FY2014-15 budget was developed it was decided that this fund was no longer necessary and that it should be eliminated. Now that FY2013-14 is completed, the balance of that fund is being moved into the General Fund.

Overall, the General Fund is projected to end the fiscal year with \$31,238,072 in revenues, realizing a \$855,154 budgetary increase over the adopted budget.

Fiscal Year 2014-15 General Fund Expenditures

	FY2013-14 Actual	FY2014-15 Thru 12/31/2014	FY2014-15 Approved Budget	Budget Amendment	FY2014-15 Amended Budget
Legislative	\$ 769,444	\$ 319,965	\$ 850,760	\$ -	\$ 850,760
Administration	1,372,147	690,314	1,380,376	79,950	1,460,326
Finance	937,246	443,906	876,980	-	876,980
Development Services	413,135	274,383	599,830	32,220	632,050
Public Safety	16,672,402	8,757,379	16,866,129	432,150	17,298,279
Public Works	448,737	466,591	917,400	-	917,400
Maintenance Services	1,991,968	1,060,393	2,495,920	-	2,495,920
Community Services	865,737	501,848	875,867	-	875,867
Environmental Services	-	-	1,100	-	1,100
General Government	-	622,691	1,256,200	38,690	1,294,890
Debt Service	1,506,611	-	1,085,512	-	1,085,512
Subtotal	24,977,427	13,137,470	27,206,074	583,010	27,789,084
Transfers-Out	6,134,961		3,176,796	89,800	3,266,596
Total Expenditures & T-O	\$ 31,112,388	\$ 13,137,470	\$ 30,382,870	\$ 672,810	\$ 31,055,680

It is requested that the City's General Fund expenditure and transfers-out budget be increased by \$672,810. Of this amount \$307,950 is due to an increase in leave balance payouts from attrition and \$32,150 is from the leave balance buy-out program. When the budget was adopted it was estimated that the cost of leave balance payouts would be \$296,200 in the General Fund with an additional \$240,000 being budgeted in the Employee Health and Welfare Fund for a total of \$536,200. Year to date expenditures for all leave payouts equals \$541,010. The increase is to provide funds for anticipated departures and \$90,000 in the Employee Health and Welfare Fund for any unanticipated staff turnover. It should be noted that there have been some salary savings as a result of attrition however most of these savings have been offset by contracted personnel and/or additional overtime requirements. The following is a brief description of the changes in the budget as requested:

Legislative - There is no change in the budget for the Legislative department. It should be noted, however that during the budget process it was decided that membership to the Association of California Cities of Orange County (ACCOC) would not be funded. The City's membership ended in December 2014. If it is decided to fund this membership an additional \$12,340 should be added to the department's budget.

Administration - \$79,950 is being added to this department's budget. Of this amount \$17,950 is necessary to fund the leave buyback program, \$12,000 is necessary to fund the regional dispatch feasibility study. The balance is necessary to fund accrued leave payouts due to attrition.

Development Services – The Economic Development division budget is being increased by \$32,220 to provide funding for business attraction. This includes the engagement of specialists in this field and materials incorporating the new Economic Development logo which will be used for business attraction and at the ICSC conference.

Public Safety – this department's budget is being increased by \$432,150, of this amount \$407,950 is due to the payment of leave balances as a result of attrition. There is also \$14,200 necessary to completely fund the leave buy-back program. The remaining \$10,000 is an increase in vehicle rental which is being funded by the transfer of funds from the Equipment Replacement Fund.

General Government - This budget is being increased by \$38,690. \$28,090 is being added to cover the cost of the short term disability insurance premium which is a part of the new alternative health and wellness plan. The citywide postage account is being increased by \$4,000 based on current usage. The balance of \$6,600 is for property taxes on City owned properties which are being leased for non-governmental purposes.

Transfers out – Street Lighting District – Each year the City Council approves the Engineer's Report for the assessment of taxes for the City's Street Lighting District. Included in the FY14-15 Engineer's report is the acknowledgment that the City's General Fund will be subsidizing this

district in the amount of \$239,793. As a result the transfer out budget will now reflect this information.

Transfers out – Employee Health & Welfare – As mentioned earlier, the budget for leave balance payouts is being directly charged to the General Fund, therefore the transfer out to this fund is being reduced accordingly.

Overall the General Fund is projected to end the fiscal year with operating expenditures totaling \$31,055,680 of which includes the \$672,810 increase as recommended.

Fiscal Year 2014-15 General Fund Summary

	Current Budget	Budget Amendment	Adjusted Budget
Revenue & Transfers-In	\$ 30,382,918	\$ 855,154	\$ 31,238,072
Expenditures & Transfers-Out	30,382,870	672,810	31,055,680
Net Change in Fund Balance	48	182,344	182,392
Fund Balance - Beginning	4,889,798		4,889,798
Fund Balance - Ending	\$ 4,889,846		\$ 5,072,190

The estimated ending fund balance of \$5,072,190 is comprised of non-spendable, restricted and unassigned funds. Assuming the non-spendable & restricted funds remain the same as in FY2013-14, City’s unrestricted fund balance reserves would be 3.8% of the City’s operating budget at the end of FY2014-15.

Fund Balance Projections

The following is a summarization of fund balances for the different types of funds. The attached budget amendment provides the changes in each fund as well as a complete listing of each fund.

Fund Type/Description	Fund Balance Beginning Actual	FY2014-15		Fund Balance Ending Estimated
		Estimated Revenues & Transfers in	FY2014-15 Estimated Expenditures & Transfers Out	
General Fund	\$4,889,798	\$31,238,072	\$31,055,680	\$5,072,190
Special Revenue Funds	2,862,279	8,542,405	8,618,794	2,785,890
Capital Projects Fund	(336,272)	5,549,873	5,213,601	0
Enterprise Funds	11,079,894	3,891,500	5,048,601	9,922,793
Internal Service Funds	3,174,043	2,481,120	3,312,096	2,343,067
Trust & Agency Funds	(8,325,484)	5,626,400	4,456,560	(7,155,644)
	<u>\$13,344,258</u>	<u>\$57,329,370</u>	<u>\$57,705,332</u>	<u>\$12,968,296</u>

Fiscal Year 2014-15 Estimated Revenues – Special Funds

The budget amendment outlines the changes in the revenue estimates for all special funds. These changes include:

- ❖ Measure M revenue has been increased by \$267,000 for a total of \$808,500 to account for the funds withheld and used to pay the debt service on the OCTA advance.
- ❖ Asset Seizure revenue has been increased by \$105,000 to reflect those funds the City has received this fiscal year.
- ❖ Storm Drain Construction Fund revenue has been increased to \$70,000 to account for funds received as a result of ongoing development projects.
- ❖ Thoroughfare Construction Fund revenue has been increase to \$70,000 to account for funds received as a result of ongoing development projects.
- ❖ Street Lighting District Fund transfer in from the General Fund has been increased by \$239,800 to account for the previously mentioned General Fund contribution to the assessment district. It should be noted that even with this transfer, budgeted expenditures are still higher than revenue. It is anticipated that there will be savings in energy costs with the results of the energy efficiency study.
- ❖ City Capital Project Fund revenue has been increased to reflect the funds anticipated from the OCTA as a reimbursement for expenditures related to the widening of Richfield Road and construction of the Richfield/Orchard traffic signal.
- ❖ Employee Health & Welfare Fund transfer in from the General Fund has been decreased by \$150,000 as a result of the previously mentioned movement of leave accrual payouts to the General Fund.

Fiscal Year 2014-15 Expenditures (Appropriations) – Special Funds

The budget amendment outlines the changes in expenditures for all special funds. These include:

- ❖ Measure M Fund expenditures have been increased by \$267,000 to account for the payment of the debt service obligation for the OCTA advance received by the City.
- ❖ Employee Health and Welfare Fund expenditures have been decreased by \$150,000 to account for the movement of leave accrual payouts to the General Fund.

- ❖ Citywide Services Fund expenditures have been increased by \$224,795 to account for the remaining depreciation of equipment held by the fund and to transfer the remaining fund balance to the General Fund thus eliminating this fund.
- ❖ Community Facilities District Fund expenditures have been adjusted by \$202,000 to account for the administrative charges owed to the General Fund for fiscal years 2012-13, 2013-14, and 2014-15.

Position Allocation Plan

At the February 3, 2015 City Council meeting it was decided that the 2014-15 Position Allocation Plan would be reconsidered during the mid-year budget review. At that meeting the City Council placed a temporary two-week hiring freeze on certain vacant funded positions. Since that time, the City has received five (5) additional employee resignations, resulting in impact in citywide operations. In order to maintain adequate City operations and given that the FY 2014-15 mid-year budget review creates a positive net fund balance, while also accounting for all vacant funded positions, Staff is recommending that the two-week hiring freeze be discontinued.

FISCAL IMPACT:

The fiscal impacts of the recommended budget amendments are detailed in the attached FY2014-15 Mid Year Budget Amendment.

Prepared by:



Linda G. Magnuson
Chief Financial Officer

Reviewed and approved:



Damien R. Arrula
Acting City Administrator

Attachments:

1. Resolution No. R-2015-XX
2. FY 2014-15 Mid-Year Budget Amendment (Exhibit A)
3. FY 2014-15 Mid-Year Budget PowerPoint presentation

RESOLUTION NO. R-2015-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA AUTHORIZING THE MID-YEAR AMENDMENT OF THE FISCAL YEAR 2014-15 BUDGET.

A. Recitals

(i). The adopted budget for the 2014-15 Fiscal Year sets out estimated appropriations for City expenses throughout the year.

(ii). From time to time the adopted budget must be adjusted when changes in revenue and expenditure estimates are determined to be necessary.

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

B. Resolution

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

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

2. The adopted budget for Fiscal Year 2014-15, Resolution No. R-2014-37, as heretofore amended, hereby is amended to reflect the following transfer of funds from the Account specified to the Account specified:

FUND	DESCRIPTION	DEPARTMENT	GL ACCOUNT #	AMOUNT
See Exhibit A				

PASSED, ADOPTED AND APPROVED this 17th day of February, 2015.

CHAD P. WANKE, MAYOR

Attest:

PATRICK J. MELIA,
CITY CLERK

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 17th day of February, 2015 by the following vote:

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

PATRICK J. MELIA,
CITY CLERK

APPROVED AS TO FORM:

ANDREW V. ARCZYNSKI,
CITY ATTORNEY

City of Placentia
Mid Year Budget Amendment
FY2014-2015

General Fund - Summary

	FY2013-14 Actual	FY2014-15 thru 12/31/2014	FY2014-15 Approved Budget	Budget Amendment	FY2014-15 Amended Budget
Revenue					
Property Taxes	11,804,238	4,343,803	11,837,000	210,000	12,047,000
Sales & use Taxes	5,847,742	1,622,774	5,879,000	199,450	6,078,450
Other Taxes	3,235,740	1,055,381	3,240,000	0	3,240,000
Licenses & Permits	1,594,947	465,903	1,564,400	0	1,564,400
Intergovernmental	79,248	84,392	274,442	71,435	345,877
Charges for Services	1,491,621	924,971	1,505,000	202,200	1,707,200
Fines & Forfeitures	459,123	189,751	475,000	(60,000)	415,000
Miscellaneous Revenue	1,579,583	252,482	1,229,176	0	1,229,176
Subtotal	26,092,242	8,939,457	26,004,018	623,085	26,627,103
Operating Transfers-in	3,326,298	1,272,342	4,378,900	232,069	4,610,969
Total Revenue & Transfers-in	29,418,540	10,211,799	30,382,918	855,154	31,238,072
Expenditures					
Legislative	769,444	319,965	850,760	0	850,760
Administration	1,372,147	690,314	1,380,376	79,950	1,460,326
Finance	937,246	443,906	876,980	0	876,980
Development Services	413,135	274,383	599,830	32,220	632,050
Public Safety	16,672,402	8,757,379	16,866,129	432,150	17,298,279
Public Works	448,737	466,591	917,400	0	917,400
Maintenance Services	1,991,968	1,060,393	2,495,920	0	2,495,920
Community Services	865,737	501,848	875,867	0	875,867
Environmental Services	0	0	1,100	0	1,100
General Government	0	622,691	1,256,200	38,690	1,294,890
Debt Service	1,506,611	0	1,085,512	0	1,085,512
Subtotal	24,977,427	13,137,470	27,206,074	583,010	27,789,084
Operating Transfers-Out	6,134,961	0	3,176,796	89,800	3,266,596
Total Expenditures & Trnsfrs-out	31,112,388	13,137,470	30,382,870	672,810	31,055,680
Ending Increase (Decrease) in Fund Balance	(1,693,848)	(2,925,671)	48	182,344	182,392

City of Placentia
Mid Year Budget Amendment
FY2014-2015

General Fund Revenue

	FY2013-14 Actual	FY2014-15 thru 12/31/2014	FY2014-15 Approved Budget	Budget Amendment	FY2014-15 Amended Budget
Property Taxes					
Current Year - Secured	6,288,672	3,524,482	6,370,000	100,000	6,470,000
Property Tax (VLF)	3,984,831	22,264	4,040,000	60,000	4,100,000
Current Year - Unsecured	231,997	187,760	220,000	30,000	250,000
Prior Yrs - Secured/Unsecured	72,069	38,739	90,000		90,000
Supplemental Roll	158,079	53,979	80,000	20,000	100,000
Public Util Tax Apport	103,277	0	102,000		102,000
OC St Light Assess Dist	893,374	499,734	870,000		870,000
Homeowners Prop Tax Relief	49,931	7,431	40,000		40,000
Prop Tax - Penalty/Interest	22,008	9,414	25,000		25,000
	11,804,238	4,343,803	11,837,000	210,000	12,047,000
Sales & Use Taxes					
General Sales & Use Taxes	4,240,633	1,512,208	4,197,000	150,000	4,347,000
In-lieu Sales Tax	1,335,820	0	1,432,000	49,450	1,481,450
Prop 172 Sales & Use Tax	271,289	110,566	250,000		250,000
	5,847,742	1,622,774	5,879,000	199,450	6,078,450
Other Taxes					
Franchise Taxes	2,228,157	639,208	2,250,000		2,250,000
Real Property Transfer Tax	186,353	90,393	170,000		170,000
Transient Occupancy Tax	775,422	294,498	770,000		770,000
Per Barrel Oil Tax	45,748	31,282	50,000		50,000
Other Taxes	60				0
	3,235,740	1,055,381	3,240,000	0	3,240,000
Licenses & Permits					
Business License	903,656	178,075	808,000		808,000
Drilling/Insp Permits	56				0
Encroachment Permits	124,024	24,276	91,300		91,300
Building Permits	356,348	177,705	450,000		450,000
Plumbing Permits	59,413	23,518	80,000		80,000
Electrical Permits	69,889	31,999	75,000		75,000
Heat /Ventilation AC Permits	61,593	22,527	40,000		40,000
Swimming Pool Permits	8,897	4,092	7,000		7,000
Transportation Permits	7,629	3,486	9,100		9,100
FOG Permits	1,936	225	3,000		3,000
Other Licenses & Permits	1,506		1,000		1,000
	1,594,947	465,903	1,564,400	0	1,564,400
Intergovernmental					
Federal Grants	2,225	3,690	139,016		139,016
State Grants	21,250	49,220	0	50,000	50,000
County Grants	16,771	6,006	0		0
POST-Intergovernmental	17,812	4,041	0		0
Vehicle License Fee	21,190	21,435	0	21,435	21,435
Other Intergovt Revenue			135,426		135,426
	79,248	84,392	274,442	71,435	345,877

City of Placentia
Mid Year Budget Amendment
FY2014-2015

General Fund Revenue

	FY2013-14 Actual	FY2014-15 thru 12/31/2014	FY2014-15 Approved Budget	Budget Amendment	FY2014-15 Amended Budget
Charges for Services					
General Plan Update Fee	60,073	26,498	75,000		75,000
Technology Fee	41,026	20,557	60,000		60,000
Planning Division Fees	191,202	136,177	226,850		226,850
Engineering Fees	6,807	378	4,000		4,000
Parking Permit Fees	8,126	810	8,000		8,000
Towing Fees	49,750	26,586	56,000		56,000
Storage Fees	243,037	143,410	280,000		280,000
Lien Fee	26,681	14,778	30,000		30,000
Emergency Medical Response	4,210	1,293	3,000		3,000
Special Police Services Fee	180,098	85,636	120,000		120,000
Public Safety Mitigation Fee	102,816	133,653	132,650		132,650
Vehicle Impound/Releases	43,130	26,480	50,000		50,000
DUI Vehicle Release Fees	14,223	11,392	12,000		12,000
Alarm System Monitoring	25,012	2,502	29,000		29,000
Recreation Programs	170,285	60,155	155,000		155,000
Placentia Quarterly	500		5,000		5,000
City Adm Fee		134,800		202,200	202,200
Sanitation Collect Fee	13,003		5,000		5,000
10%CBSC Collect Fee	156	1			0
Sale of Map/Publications	1,788	3,884	1,500		1,500
Business Site Insp Fee	10,225	4,583	9,000		9,000
Athletic Field Light Fees	96,357	20,446	75,000		75,000
Facility Rental	200,769	70,252	167,000		167,000
Other Charges for Services	2,347	700	1,000		1,000
	1,491,621	924,971	1,505,000	202,200	1,707,200
Fines and Forfeitures					
Vehicle Code Fines	163,686	54,305	180,000	(50,000)	130,000
City Ord Fines	282,339	127,073	280,000	(10,000)	270,000
Administrative Citations	13,098	8,373	15,000		15,000
	459,123	189,751	475,000	(60,000)	415,000
Miscellaneous Revenue					
Vacant Building Registration Fee	930	500	1,000		1,000
Live Scan Rolling Fee	1,713	1,208	1,000		1,000
Interest Earnings	5,254	5,054	8,000		8,000
Other Interest Earnings	81	(3,458)			0
Donations & Contributions	2,500	9,900	343,176		343,176
Reimbursements/Other Rev	334,782	64,496	107,000		107,000
Lease Revenue	1,015,157	78,688	608,000		608,000
Property Damage Reimb	65,408				0
ISF Health Ins Reimb	3,057	1,615			0
Abandoned Vehicle Reimb Prog					0
Sale of Surplus Property	1	779	1,000		1,000
Sale of Auction Vehicles	150,700	93,700	160,000		160,000
	1,579,583	252,482	1,229,176	0	1,229,176

City of Placentia
Mid Year Budget Amendment
FY2014-2015

General Fund Revenue

	FY2013-14 Actual	FY2014-15 thru 12/31/2014	FY2014-15 Approved Budget	Budget Amendment	FY2014-15 Amended Budget
Transfers In					
Transfer in - Utility User Tx Fd	3,223,101	1,050,273	3,100,000		3,100,000
Transfer in - Gas Tax Fund			805,000		805,000
Transfer in - SLEF	103,157		100,000		100,000
Transfer in - Sewer Maint Fund			75,200		75,200
Transfer in - Refuse Fund			200,000		200,000
Transfer in - Underground Ut	40				
Transfer in - CNG Fund			90,000		90,000
Transfer in - City Wide Svcs		222,069		222,069	222,069
Transfer in - Equip Repl Fund			8,700	10,000	18,700
	3,326,298	1,272,342	4,378,900	232,069	4,610,969
Total Revenue	29,418,540	10,211,799	30,382,918	855,154	31,238,072

City of Placentia
Mid Year Budget Amendment
FY2014-2015

General Fund Expenditures (Appropriations)

	FY2013-14 Actual	FY2014-15 thru 12/31/2014	FY2014-15 Approved Budget	Budget Amendment	FY2014-15 Amended Budget
Legislative					
City Council	154,970	88,013	168,645		168,645
City Clerk	112,852	28,046	70,840		70,840
City Treasurer	56,342	29,851	56,275		56,275
Commissions	1,639				
Legal Services	443,641	174,055	555,000		555,000
	769,444	319,965	850,760	0	850,760
Administration					
City Administrator	736,281	334,937	570,140	74,450	644,590
Human Resources	280,523	183,120	351,610	5,500	357,110
Records	124,126	49,166	169,540		169,540
Disaster Preparedness	54,694	31,883	80,590		80,590
Neighborhood Svcs	164,742	85,391	194,556		194,556
Cable & Web Services	11,781	5,817	13,940		13,940
	1,372,147	690,314	1,380,376	79,950	1,460,326
Finance					
Administration	131,061	157,970	304,500		304,500
Accounting/Budgeting	806,185	285,936	572,480		572,480
	937,246	443,906	876,980	0	876,980
Development Services					
Planning	140,677	98,186	231,420		231,420
Building & Safety	250,854	99,823	229,215		229,215
Economic Development	21,604	76,374	139,195	32,220	171,415
	413,135	274,383	599,830	32,220	632,050
Public Safety					
Police - Administration	1,276,286	656,681	1,117,085		1,117,085
Police - Field Services	7,183,163	3,111,229	5,791,260	370,000	6,161,260
Police - Investigation	1,487,171	855,799	1,501,105	39,150	1,540,255
Police - Support Services	1,402,663	730,481	1,458,005		1,458,005
Fire & Paramedic	5,147,729	2,730,247	5,469,280		5,469,280
Animal Control	175,390	23,205	128,323		128,323
Police - Code Enforcement		173,167	353,375		353,375
Police - Traffic		476,570	1,047,696	23,000	1,070,696
	16,672,402	8,757,379	16,866,129	432,150	17,298,279
Public Works					
PW - Administration	448,259	189,180	427,320		427,320
PW - Street/Curb/Gutter	478	26,127			0
PW - Facilities		250,444	490,080		490,080
PW - Parks		840			0
	448,737	466,591	917,400	0	917,400
Maintenance Services					
Administration	806,520	433,714	932,920		932,920
Street/Curb/Gutter	524,233	233,024	576,000		576,000

City of Placentia
Mid Year Budget Amendment
FY2014-2015

General Fund Expenditures (Appropriations)

	FY2013-14 Actual	FY2014-15 thru 12/31/2014	FY2014-15 Approved Budget	Budget Amendment	FY2014-15 Amended Budget
Parks	661,215	214,623	548,000		548,000
Vehicle/Equip Maint		179,032	439,000		439,000
	1,991,968	1,060,393	2,495,920	0	2,495,920
Community Services					0
Administration	169,341	102,553	186,051		186,051
Recreation Services	689,156	387,456	680,436		680,436
Neighborhood Services	(810)	39			0
Cultural Arts	8,050	11,800	9,380		9,380
	865,737	501,848	875,867	0	875,867
Environmental Services					
Environmental Services			1,100		1,100
	0	0	1,100	0	1,100
Debt Service					
Debt Service	1,506,611		1,085,512		1,085,512
	1,506,611	0	1,085,512	0	1,085,512
General Government					
General Government		622,691	1,256,200	38,690	1,294,890
	0	622,691	1,256,200	38,690	1,294,890
Transfers Out					
Transfer out - Str Lighting Dist	830,663		0	239,800	239,800
TO-Empl Health & Welfare Fd			1,381,500	(150,000)	1,231,500
Transfers out - Risk Mgt Fund			872,510		872,510
TO - Information Technology Fd			336,610		336,610
TO-CIP - Public Works Projects			343,176		343,176
TO-CIP - Technology Fee Proj			38,000		38,000
TO-CIP - General Plan Fee Proj			205,000		205,000
Transfer out -	5,304,298				0
	6,134,961	0	3,176,796	89,800	3,266,596
Total Expenditures	31,112,388	13,137,470	30,382,870	672,810	31,055,680

City of Placentia
Mid Year Budget Amendment
FY2014-2015

General Fund Expenditures (Appropriations)

	Account #	Adopted Budget	Budget Amendment	Amended Budget	Explanation
Administration					
City Administrator					
Leave Accrual Payout	101511.5020	0	50,000	50,000	Attrition
Leave Buyback	101511.5175	16,000	12,450	28,450	Budget Refinement
Other Professional Svc	101511.6001	3,000	12,000	15,000	Regional Dispatch Study
			<u>74,450</u>		
Human Resources					
Leave Buyback	101512.5175	5,500	5,500	11,000	Based on actuals.
			<u>5,500</u>		
Community Development					
Economic Development					
Other Professional Svcs	102534.6099	60,600	26,820	87,420	Business Attraction
Advertising/Promotional	102534.6225	1,000	5,400	6,400	ICSC, Business Attraction
			<u>32,220</u>		
Public Safety					
Field Services					
Leave Accrual Payout	103041.5020	0	370,000	370,000	Attrition
			<u>370,000</u>		
Investigation					
Leave Accrual Payout	103042.5020	0	29,150	29,150	Attrition
Vehicle Rental	103042.6165	39,700	10,000	49,700	Budget Refinement
			<u>39,150</u>		
Traffic					
Leave Accrual Payout	103047.5020	0	8,800	8,800	Attrition
Leave Buyback	103047.5175	0	14,200	14,200	Budget Refinement
			<u>23,000</u>		
General Government					
General Government					
STD Ins Premium	109595.5169	0	28,090	28,090	New health/wellness plan
Postage	109595.6325	25,000	4,000	29,000	Budget Refinement
Property Taxes	109595.6410	1,700	6,600	8,300	Taxes on leased properties
			<u>38,690</u>		
Transfers out					
Transfer out - St Ltg Dist	109999.8028	0	239,800	239,800	Per Assessment Engr Rpt
Transfer out - Emp H&W	109999.8039	1,381,500	(150,000)	1,231,500	Attrition
			<u>89,800</u>		
General Fund Total			<u><u>672,810</u></u>		

City of Placentia
Fund Balance Projections
FY2014-2015

	Fund Balance July 1, 2014 Actual	FY 2014-15 Estimated Revenues & Transfers In	FY2014-15 Estimated Expenditures & Transfers out	Fund Balance June 30, 2015 Estimated
<u>General Fund:</u>				
General Fund:	4,889,798	31,238,072	31,055,680	5,072,190
<u>Special Revenue Funds:</u>				
Utility User Tax	223,787	2,950,000	3,100,000	73,787
State Gas Tax Fund	545,649	1,314,700	1,352,600	507,749
Gas Tax Bond Fund	485,134	477,600	479,544	483,190
Measure M Fund	393,206	808,500	613,146	588,560
Air Quality Management Fund	229,737	62,000	288,540	3,197
Asset Seizure Fund	350,752	165,600	407,020	109,332
Traffic Offender Fund	40,261	9,000		49,261
Supplemental Law Enf Fund	106	100,000	100,000	106
Park Development Fund	89,541	291,720	48,500	332,761
Storm Drain Construction Fd	42,879	70,000	41,250	71,629
Thoroughfare Construction Fd	37,918	70,000	37,854	70,064
Street Lighting District Fund	(29,236)	377,800	392,850	(44,286)
Landscape Maint Dist Fund	244,667	396,000	521,210	119,457
Housing & Com Dev Fund	(38,387)	485,000	485,000	(38,387)
Misc Grants Fund	246,265	964,485	751,280	459,470
Total Special Rev Funds	2,862,279	8,542,405	8,618,794	2,785,890
<u>Capital Projects Fund:</u>				
City Capital Projects Fund	(336,272)	5,549,873	5,213,601	0
<u>Enterprise Funds:</u>				
Sewer Maintenance Fund	13,907,034	940,000	1,797,800	13,049,234
Refuse Administration Fund	(3,310,893)	2,852,500	3,160,801	(3,619,194)
CNG Fueling Station	483,753	99,000	90,000	492,753
Total Enterprise Funds	11,079,894	3,891,500	5,048,601	9,922,793
<u>Internal Service Funds:</u>				
Employee Health & Welfare Fd	19,722	1,231,500	1,231,500	19,722
Risk Management Fund	2,685,407	873,010	1,351,010	2,207,407
Equipment Replacement Fd	163,245	40,000	168,181	35,064
Information Technology Fd	80,874	336,610	336,610	80,874
Citywide Services	224,795		224,795	0
Total Internal Service Funds	3,174,043	2,481,120	3,312,096	2,343,067
<u>Trust and Agency Funds:</u>				
Successor Agency Ret Oblig	(13,173,855)	2,534,400	120,500	(10,759,955)
HCD Rehab Loans	165,167			165,167
Community Fac District	4,683,204	3,092,000	4,336,060	3,439,144
Total Trust & Agency Funds	(8,325,484)	5,626,400	4,456,560	(7,155,644)
Grand Total	13,344,258	57,329,370	57,705,332	12,968,296

City of Placentia
Mid Year Budget Amendment
FY2014-2015

Special Funds Estimated Revenues

	FY 2014-15 Approved Budget	Budget Amendment	FY2014-15 Amended Budget
<u>Special Revenue Funds:</u>			
Utility User Tax	2,950,000		2,950,000
State Gas Tax Fund	1,314,700		1,314,700
Gas Tax Bond Fund	477,600		477,600
Measure M Fund	541,500	267,000	808,500
Air Quality Management Fund	62,000		62,000
Asset Seizure Fund	60,600	105,000	165,600
Traffic Offender Fund	9,000		9,000
Supplemental Law Enf Fund	100,000		100,000
Park Development Fund	291,720		291,720
Storm Drain Construction Fd	0	70,000	70,000
Thoroughfare Construction Fd	0	70,000	70,000
Street Lighting District Fund	138,000	239,800	377,800
Landscape Maint Dist Fund	396,000		396,000
Housing & Com Dev Fund	485,000		485,000
Misc Grants Fund	964,485		964,485
Total Special Rev Funds	7,790,605	751,800	8,542,405
<u>Capital Projects Fund:</u>			
City Capital Projects Fund	5,213,601		5,213,601
	5,213,601	0	5,213,601
<u>Enterprise Funds:</u>			
Sewer Maintenance Fund	940,000		940,000
Refuse Administration Fund	2,852,500		2,852,500
CNG Fueling Station	99,000		99,000
Total Enterprise Funds	3,891,500	0	3,891,500
<u>Internal Service Funds:</u>			
Employee Health & Welfare Fd	1,381,500	(150,000)	1,231,500
Risk Management Fund	873,010		873,010
Equipment Replacement Fd	40,000		40,000
Information Technology Fd	336,610		336,610
Citywide Services	0		0
	2,631,120	(150,000)	2,481,120
<u>Trust and Agency Funds:</u>			
Successor Agency Ret Oblig	2,534,400		2,534,400
HCD Rehab Loans	0		0
Community Fac District	3,092,000		3,092,000
	5,626,400	0	5,626,400

City of Placentia
Mid Year Budget Amendment
FY2014-2015

Special Funds Expenditures (Appropriations)

	FY 2014-15 Approved Budget	Budget Amendment	FY2014-15 Amended Budget
<u>Special Revenue Funds:</u>			
Utility User Tax	3,100,000		3,100,000
State Gas Tax Fund	1,352,600		1,352,600
Gas Tax Bond Fund	479,544		479,544
Measure M Fund	346,146	267,000	613,146
Air Quality Management Fund	288,540		288,540
Asset Seizure Fund	407,020		407,020
Traffic Offender Fund	0		0
Supplemental Law Enf Fund	100,000		100,000
Park Development Fund	48,500		48,500
Storm Drain Construction Fd	41,250		41,250
Thoroughfare Construction Fd	37,854		37,854
Street Lighting District Fund	392,850		392,850
Landscape Maint Dist Fund	521,210		521,210
Housing & Com Dev Fund	485,000		485,000
Misc Grants Fund	751,280		751,280
Total Special Rev Funds	8,351,794	267,000	8,618,794
<u>Capital Projects Fund:</u>			
City Capital Projects Fund	5,213,601		5,213,601
	5,213,601	0	5,213,601
<u>Enterprise Funds:</u>			
Sewer Maintenance Fund	1,797,800		1,797,800
Refuse Administration Fund	3,160,801		3,160,801
CNG Fueling Station	90,000		90,000
Total Enterprise Funds	5,048,601	0	5,048,601
<u>Internal Service Funds:</u>			
Employee Health & Welfare Fd	1,481,500	(150,000)	1,331,500
Risk Management Fund	1,351,010		1,351,010
Equipment Replacement Fd	168,181		168,181
Information Technology Fd	336,610		336,610
Citywide Services	0	224,795	224,795
	3,337,301	74,795	3,412,096
<u>Trust and Agency Funds:</u>			
Successor Agency Ret Oblig	120,500		120,500
HCD Rehab Loans	0		0
Community Fac District	3,206,925	202,000	3,408,925
	3,327,425	202,000	3,529,425

City of Placentia
Mid Year Budget Amendment
FY2014-2015

Special Funds Budget Adjustments

	Account #	Adopted Budget	Budget Amendment	Amended Budget	Explanation
Measure M Fund					
Revenue					
Measure M - Turnback	180000.4092	540,000	<u>267,000</u>	807,000	Advance Repayment
			267,000		
Expenditures					
Principal	185525.6905	0	230,000	230,000	Advance Repayment
Interest	185525.6915	0	<u>37,000</u>	37,000	Advance Repayment
			267,000		
Asset Seizure Fund					
Revenue					
Narcotics Seizure/Fed	210000.4430	50,000	75,000	125,000	Based on actuals.
15% A.S. Set Aside	210000.4435	0	<u>30,000</u>	30,000	Based on actuals.
			105,000		
Storm Drain Construction Fund					
Revenue					
Acreage Tax	250000.4075	0	<u>70,000</u>	70,000	Development Activity
			70,000		
Thoroughfare Construction Fund					
Revenue					
Acreage Tax	260000.4075	0	<u>70,000</u>	70,000	Development Activity
			70,000		
Street Lighting District Fund					
Revenue					
Transfer in - General Fd	289999.7010		<u>239,800</u>	239,800	City Subsidy.
			239,800		
Employee Health & Welfare Fund					
Revenue					
Transfer in - General Fd	399999.7010	1,381,500	<u>(150,000)</u>	1,231,500	Accrual payouts to Gen Fd
			(150,000)		
Expenditures					
Leave Accrual Payout	395083.5020	200,000	<u>(150,000)</u>	50,000	Accrual payouts to Gen Fd
			(150,000)		
Equipment Replacement Fund					
Expenditures					
Depreciation Expense					
Transfer out - Gen Fd	419999.8010	8,700	<u>10,000</u>	18,700	Police Vehicle Lease
			10,000		
Citywide Services Fund					
Expenditures:					
Depreciation Expense	430000.6895	0	2,726	2,726	Depreciation expense
Transfer out - Gen Fd	439999.8010	0	<u>222,069</u>	222,069	Close out fund
			224,795		
Com Facilities District					
Expenditures:					
City Admin Cost	296561.6295	0	<u>202,000</u>	202,000	FY13,14,15 Admin Costs
			202,000		



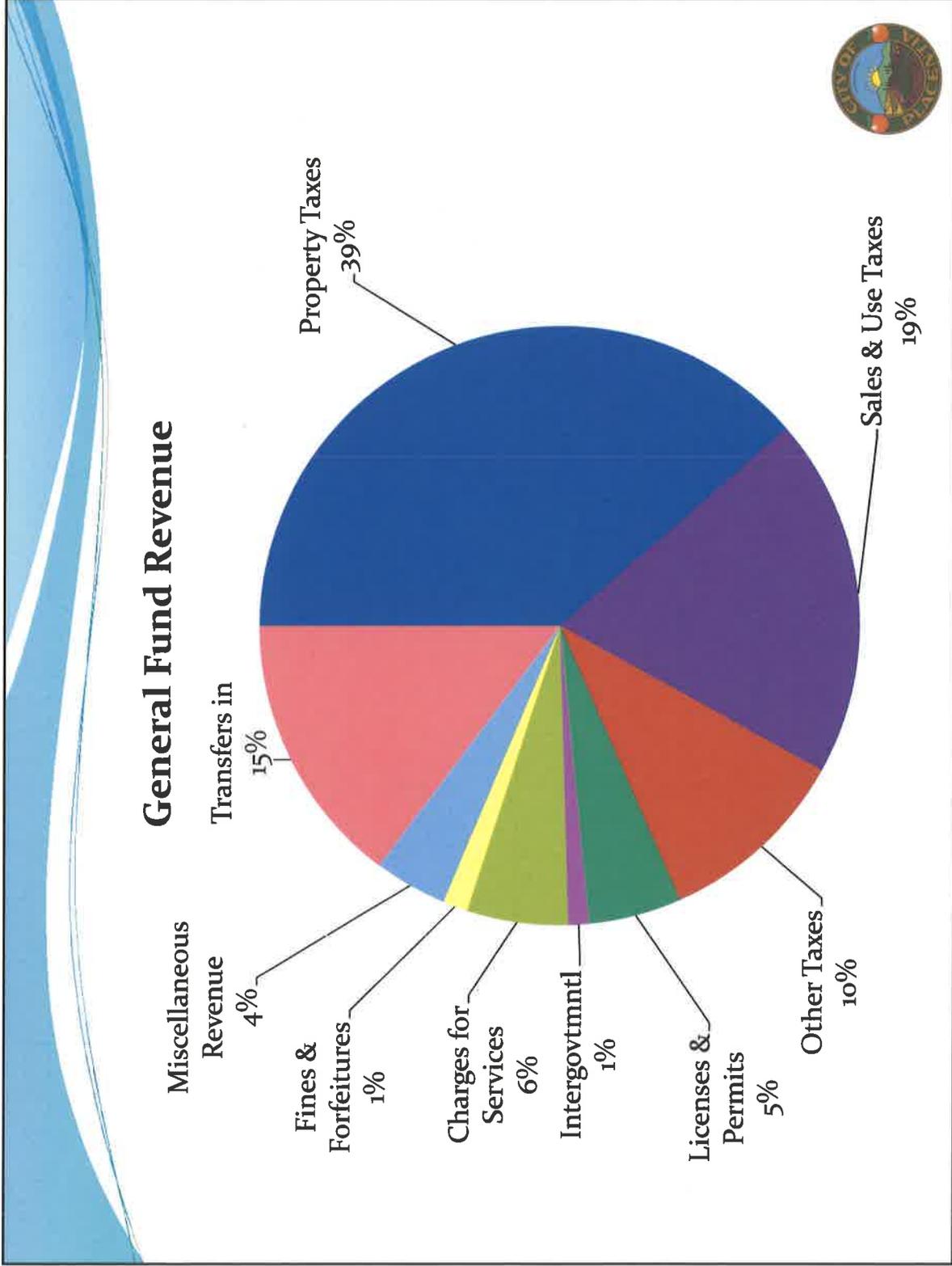
City of Placentia

Fiscal Year 2014-15 Mid-Year Budget Update
City Council Meeting - February 17, 2015

Fiscal Year 2014-15 General Fund Summary

	Approved Budget	Budget Amendment	Amended Budget
Operating Revenue & Transfers	\$30,382,918	\$855,154	\$31,238,072
Operating Expenditures & Transfers	30,382,870	672,810	31,055,680
Surplus/(Deficit)	\$48	\$182,344	\$182,392
Fund Balance Reserves - Beginning	4,889,798		4,889,798
Fund Balance Reserves - Ending	\$4,889,846	\$182,344	\$5,072,190





Fiscal Year 2014-15

General Fund Revenues

	Budget	Budget Amendment	Amended Budget
Property Tax	11,837,000	210,000	12,047,000
Sales & Use Taxes	5,879,000	199,450	6,078,450
Other Taxes	3,240,000		3,240,000
Licenses & Permits	1,564,400		1,564,400
Intergovernmental	274,442	71,435	345,877
Charges for Services	1,505,000	202,200	1,707,200
Fines & Forfeitures	475,000	(60,000)	415,000
Miscellaneous Revenue	1,229,176		1,229,176
Transfers-in	4,378,900	232,069	4,610,969
	30,382,918	855,154	31,238,072





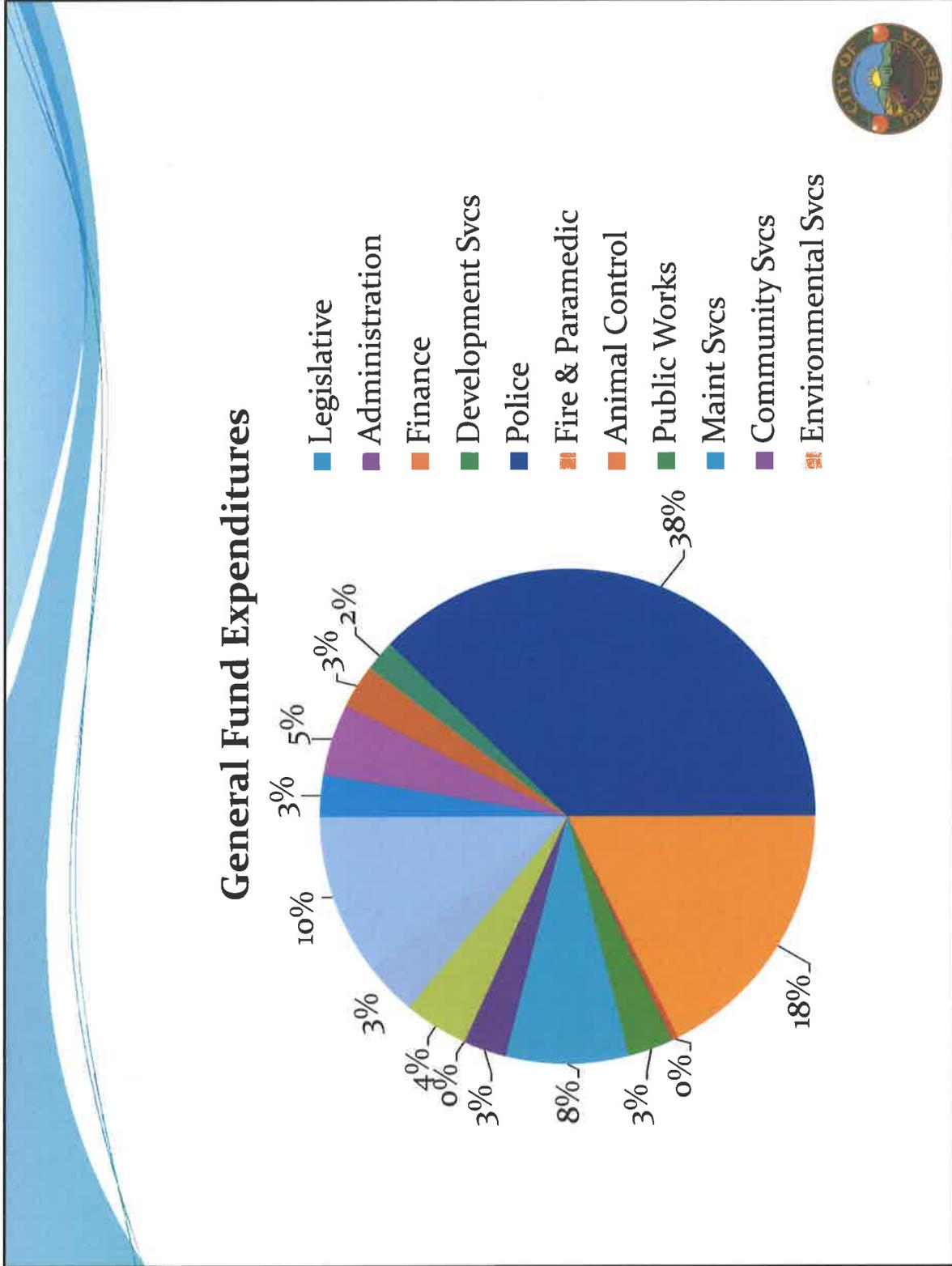
General Fund Revenue Adjustments

- **Property Tax Revenue** - \$210,000 increase is projected based on revised estimate.
- **Sales and Use Taxes** - \$199,450 increase is projected based on revised estimate.
- **Intergovernmental Revenue** - \$71,435 increase due to the receipt of DUI grant funds & vehicle license fee revenue.
- **Charges for Services** - \$202,200 increase due to reimbursement of City Admin fees
- **Fines & Forfeitures** - \$60,000 decrease is projected based on a revised estimate.
- **Operating Transfers-In** - \$232,069 due to the close out of the Citywide Internal Service Fund.

Fiscal Year 2014-15 General Fund Expenditures

	Budget	Budget Amendment	Amended Budget
Legislative	850,760		850,760
Administration	1,380,376	79,950	1,460,326
Finance	876,980		876,980
Development Services	599,830	32,220	632,050
Public Safety	16,866,129	432,150	17,298,279
Public Works	917,400		917,400
Maintenance Services	2,495,920		2,495,920
Community Services	875,867		875,867
Environmental Services	1,100		1,100
General Government	1,256,200	38,690	1,294,890
Debt Service	1,085,512		1,085,512
Transfers-out	3,176,796	89,800	3,266,596
	<u>30,382,870</u>	<u>672,810</u>	<u>31,055,680</u>





General Fund Expenditure Adjustments

- **Administration** – Increased by \$74,450 for additional professional services, leave liability reduction & attrition.
- **Development Services** – Increased \$32,220 for economic development purposes.
- **Public Safety** – Increased \$432,150 for vehicle lease increase, leave liability reduction & attrition.
- **General Government** – Increased \$38,690 for new health and wellness plan, postage & property taxes on leased properties
- **Transfers-out** – Reduced by \$150,000 to move leave liability reduction to General Fund.





Special Funds Revenue

- **Measure M** – increased by \$267,000 for repayment of OCTA advance repayment.
- **Asset Seizure** – increased by \$105,000 to reflect actual revenue received.
- **Storm Drain Construction** – increased by \$70,000 due to ongoing development activities.
- **Thoroughfare Construction** – increased by \$70,000 due to ongoing development activities.



Special Funds Revenue – Cont.

- **Street Lighting District** – increased by \$239,800 for the General Fund subsidy.
- **City Capital Project** – increased to reflect reimbursements due from OCTA
- **Employee Health & Welfare** – has been decreased by \$150,000 due to the General Fund absorbing leave liability reduction.

Special Funds - Expenditures

- **Measure M** – increased by \$267,000 for repayment of OCTA advance repayment.
- **Employee Health & Welfare** – decreased by \$150,000 because leave accrual payouts have moved to General Fund.
- **Citywide Services** – decreased by \$224,795 to close out fund.
- **Community Facilities District** – increased by \$202,000 to administrative charges.

General Fund Summary

	Current Budget	Budget Amendment	Adjusted Budget
Revenue & Transfers-in	\$30,382,918	\$855,154	\$31,238,072
Expenditures & Transfers-out	30,382,870	672,810	31,055,680
Net Change in Fund Balance	48	182,344	182,392
Fund Balance - Beginning	4,889,798		4,889,798
Fund Balance - Ending	\$4,889,846		\$5,072,190



**Overview of Position Allocation Plan
Fiscal Year 2014-15**

City Council Meeting
February 17, 2015

Funded Vacant/Promotional Positions

Current Vacancies

Title	Department	Status	Annual Cost	Balance for FY 2014-15
Chief Deputy City Clerk	Administration	Current Recruitment/Contract Chief Deputy	96,000	33,000
* Maintenance Worker	Public Works	Preparing for Recruitment	77,000	25,000
Crime Analyst	Police	Converted to PT- in Background	35,000	15,000
Seasonal PT Community Services (June-August)	Community Services	Preparing for Recruitment	46,000	6,000
* Police Sergeant	Police	Internal Recruitment Underway	193,000	61,000
* Police Lieutenant	Police	Internal Recruitment Underway	200,000	66,000
Police Officers (6)	Police	Current Recruitments/Background	696,000	232,000
			\$1,343,000	\$438,000





Attrition

Title	Department
Civilian Investigator	Police
Environmental and Code Compliance Supervisor	Police
Administrative Assistant	Police



QUESTIONS?



Position Allocation Plan Updates

City Wide Personnel (FTE)				
	2007-08	2014-15	Current	Reduction
City Wide	142	105	92	35%
Non-Safety	69	38	36	48%
Safety	73	67	56	23%
Sworn	55	47	40	27%





Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: DIRECTOR OF ADMINISTRATIVE SERVICES
FROM: INTERIM CHIEF DEPUTY CITY CLERK
DATE: FEBRUARY 17, 2015
SUBJECT: **APPOINTMENT OF ACTING CITY ADMINISTRATOR**
FISCAL
IMPACT: APPROXIMATE NET SAVINGS: \$15,400 PER MONTH

SUMMARY:

On January 12, 2015 City Administrator Troy L. Butzlaff announced his resignation from the City of Placentia, effective February 13, 2015, thus leaving a vacancy in the position of City Administrator. The appointment of an Acting City Administrator will ensure continuity of City operations until such time City Council determines a selection process for this position.

RECOMMENDATION:

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

1. Appoint Assistant City Administrator Damien R. Arrula as Acting City Administrator.

DISCUSSION:

With the recent departure of City Administrator Troy L. Butzlaff to the City of Azusa, it is necessary to fill the position of City Administrator. As a temporary solution and in order to provide continuity of leadership and stability, the appointment of an Acting City Administrator is recommended until one of the following may occur:

1. An Interim City Administrator is appointed; or
2. The appointment of a permanent City Administrator is made; or
3. A recruitment process is conducted and a permanent appointment is made.

It is recommended that the Acting City Administrator serve in this capacity for a period of three (3) to six (6) months to allow for one of the aforementioned processes to occur.

Mr. Damien R. Arrula currently serves as the City's Assistant City Administrator and would be an appropriate appointee for the acting position. During this temporary assignment, additional support will be provided to Mr. Arrula by the balance of the leadership team.

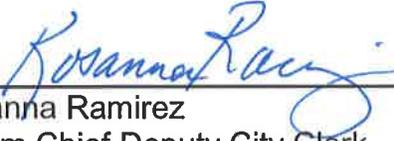
4.c.

February 17, 2015

The fiscal impact of utilizing the acting position will be a net savings of approximately \$15,400.00 per month.

Prepared by:

Reviewed and approved:



Rosanna Ramirez
Interim Chief Deputy City Clerk



Stephen D. Pischel
Director of Administrative Services