

Adjourned Regular Meeting Agenda December 14, 2010 Placentia City Council Placentia Redevelopment Agency

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.

Scott W. Nelson
Mayor

Jeremy B. Yamaguchi
Mayor Pro Tem

Joseph V. Aguirre
Council Member

Constance M. Underhill
Council Member

Chad P. Wanke
Council Member

Patrick J. Melia
City Clerk

Troy L. Butzlaff, ICMA-CM
City Administrator

Andrew V. Arczynski
City Attorney

Copies of all agenda materials are available for public review in the Office of the City Clerk, online at www.placentia.org, and at 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/Redevelopment Agency

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 Agency Board 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, Council and Agency 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 AGENCY BOARD ARE IN SESSION.

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

Phone: (714) 993-8117

Fax: (714) 961-0283

Email:

administration@placentia.org

Website: www.placentia.org

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 AND REDEVELOPMENT AGENCY
ADJOURNED REGULAR MEETING AGENDA – EXECUTIVE SESSION
December 14, 2010
5:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

ROLL CALL: Mayor / Agency Chairman Nelson
Mayor Pro Tem / Agency Vice Chairman Yamaguchi
Councilmember / Agency Member Aguirre
Councilmember / Agency Member Underhill
Councilmember / Agency Member Wanke

ORAL COMMUNICATIONS:

At this time the public may address the City Council/Redevelopment Agency Board of Directors concerning any items on the Executive Session Agenda only.

The City Council/Redevelopment Agency Board of Director will recess to the City Council Caucus Room for the purpose of conducting its Executive Session proceedings.

CITY COUNCIL:

1. Pursuant to Government Code Section 54956.9(b) for Conference with Legal Counsel Regarding Anticipated Litigation – Two (2) Items
2. Pursuant to Government Code Section 54956.9(c) for Conference with Legal Counsel Regarding the Initiation of Litigation – Two (2) Items

RDA:

1. Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8:
Property: 738 W. La Jolla, Placentia, CA 92870 APN 344-011-12
Agency Negotiator: Troy Butzlaff, City Administrator/Executive Director
Property Negotiator: Patricia Drew, TriMont Real Estate Advisors
Under Negotiations: Price and Terms of Payment

RECESS: - The City Council/Redevelopment Agency will recess to their 7:00 p.m. Adjourned Regular Meeting.

**PLACENTIA
CITY COUNCIL AND REDEVELOPMENT AGENCY
ADJOURNED REGULAR MEETING AGENDA
December 14, 2010
6:00 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

ROLL CALL: Mayor / Agency Chairman Nelson
Mayor Pro Tem / Agency Vice Chairman Yamaguchi
Councilmember / Agency Member Aguirre
Councilmember / Agency Member Underhill
Councilmember / Agency Member Wanke

INVOCATION: Ed Faulk, Police Chaplain

PLEDGE OF ALLEGIANCE:

PRESENTATIONS:

EXECUTIVE SESSION REPORT:

CITY ADMINISTRATOR REPORT:

ORAL COMMUNICATIONS:

At this time the public may address the City Council/Redevelopment Agency Board of Directors concerning any agenda item, which is not a public hearing item, or on matters within the jurisdiction of the City Council/Redevelopment Agency Board of Directors.

CITY COUNCIL/AGENCY MEMBER 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/Agency Member would like formal action on any of the discussed items it will be placed on a future Council/Agency Agenda.

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

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/Redevelopment Agency 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.

CONSENT CALENDAR CONTINUED:

COUNCIL/AGENCY CONSENT CALENDAR:

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

COUNCIL CONSENT CALENDAR:

- b. **Approval of Agreement with Williams Architects Inc. for Architectural Design of the Gomez Community Center Renovation Project**
Financial Impact: \$37,000 Park Development Fund
Account #333554-6107040133/6105
Recommendation: It is recommended that the City Council:
1) Authorize the City Administrator to execute a professional services agreement, in a form approved the City Attorney, with Williams Architects Inc. for architectural design services for the Gomez Community Center renovation project
- c. **Approval of Agreement to Transfer Funds for 2010 Edward Byrne Memorial Justice Assistance Grant (JAG) Program**
Financial Impact: \$9,461.00 of Grant Revenue
Recommendation: It is recommended that the City Council:
1) Authorize the Chief of Police to sign the attached "Agreement to transfer funds for 2010 Edward Byrne Memorial Justice Assistance Grant (JAG) Program", in a form approved by the City Attorney so that the Placentia Police Department can receive the available grant funds
- d. **Approve One Year Extension with Pacific Striping, Inc., for Repainting Traffic Control Striping**
Financial Impact: Expense: Budgeted - \$36,181.45, Account #103652-6132
Recommendation: It is recommended that the City Council:
1) Approve a one-year contract extension with Pacific Striping, Inc., for citywide striping
2) Authorize the City Administrator to execute a subject Amendment on behalf of the City in a form approved by the City Attorney
- e. **2ND – 4TH Quarter Treasurer’s Report Fiscal Year 2009-10**
Financial Impact: None
Recommendation: It is recommended that the City Council:
1) Receive and file the Treasurer’s Report for the period ended June 30, 2010

AGENCY CONSENT CALENDAR: None

2. PUBLIC HEARINGS:

COUNCIL: None

AGENCY:

- a. **A Public Hearing and Adoption of Resolution RA-2010-10 Allocating Less than the Amount Required by California Health and Safety Code for the Supplemental Educational Revenue Augmentation Fund**
Financial Impact: Not Applicable
Recommended Action: It is recommended that the City Council:
1) Conduct a Public Hearing and consider public input accordingly
2) Approve Resolution No. RA-2010-10, A Resolution of the Board of Directors of the Redevelopment Agency of the City of Placentia, California relating to Supplemental Educational Revenue Augmentation Fund payment for Fiscal Year 2010-11

3. **OLD BUSINESS:** None

4. **NEW BUSINESS:**

COUNCIL NEW BUSINESS:

a. **Consideration for Support of Proposed Association of California Cities–Orange County**

Financial Impact: \$12,337 Annual Member Dues to OC Division

Recommended Action: It is recommended that the City Council:

- 1) Discuss the proposed formation of the Association of California Cities – Orange County
- 2) Determine whether the City of Placentia would support, join and pay membership dues to the Association of California Cities – Orange County, if established

b. **Appointment to City Treasurer Position or Provide Direction to Staff Regarding Selection Process**

AGENCY NEW BUSINESS: None

CITY COUNCIL/AGENCY MEMBER REQUESTS:

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

ADJOURNMENT:

The City Council/Redevelopment Agency Board of Directors will adjourn to December 21, 2010 at 5:00 p.m.

CERTIFICATION OF POSTING

I, Vida Barone, Interim Chief Deputy Clerk for the City of Placentia and Assistant Secretary of the Placentia Redevelopment Agency, hereby certify that the Agenda for the December 14, 2010, meetings of the City Council and Redevelopment Agency was posted on December 9, 2010.

Vida Barone, Interim Chief Deputy City Clerk



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: NEIGHBORHOOD SERVICES MANAGER

DATE: DECEMBER 14, 2010

SUBJECT: APPROVAL OF AGREEMENT WITH WILLIAMS ARCHITECTS INC. FOR ARCHITECTURAL DESIGN OF THE GOMEZ COMMUNITY CENTER RENOVATION PROJECT

FINANCIAL
IMPACT: \$37,000 PARK DEVELOPMENT FUND
ACCOUNT#: 333554-6107040133 / 6105

INTRODUCTION:

The City has been awarded Community Development Block Grant (CDBG) funds to complete construction renovations to the Gomez Community Center, which was built in 1974 and is currently used for recreation, afterschool and social service programs. The proposed renovation will provide much needed upgrades to the center including both functional and aesthetic improvements. This item authorizes the City Administrator to execute a professional services agreement with Williams Architects Inc. for architectural design services including schematic designs and completion of construction documents for the Gomez Community Center renovation project.

RECOMMENDATION:

It is recommended that the City Council authorize the City Administrator to execute a professional services agreement, in a form approved by the City Attorney, with Williams Architects Inc. for architectural design services for the Gomez Community Center renovation project.

DISCUSSION:

The City of Placentia was awarded CDBG funds to complete construction renovations to the Gomez Community Center that will be matched with Park Development Funds and possibly State Grant Funding. The proposed project will involve modifying the South Wing of the building to create more usable activity space, renovating the restrooms, replacing exterior doors and windows, electrical upgrades, replacing the roof, and making additional aesthetic improvements. The City distributed a Request for Qualifications (RFQ) for Architectural Services for the renovation project in November 2010. The City received and evaluated thirteen statements of qualifications from qualified architectural firms. Submittals were scored and ranked by staff from Administration, Planning, Community Services, and Neighborhood Services based on selection criteria set forth in the RFQ.

Based upon the scoring of the submittals, staff has determined that Williams Architects Inc. is the best qualified firm to provide architectural services for this project. Williams Architects Inc. has experience working on similar Community Center projects for the cities of Banning, Ontario, Rubidoux, Pomona, Moreno Valley, Upland, and Chino. Williams Architects Inc. demonstrated an understanding of the specific renovation project including the need to gather community input on the proposed design, the emphasis on creating options that increase usable activity space in the building and the timeline needed to

1b

December 14, 2010

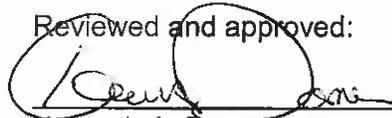
finish the renovations. Williams Architects also has experience working on renovation projects that involve CDBG funding and federal requirements.

Williams Architects Inc. has proposed a not to exceed cost of \$37,000 to provide the requested services, which include creating full schematic designs for the Gomez Community Center renovations, preparing construction documents, and providing assistance to the City during the construction phase of the project. Funding for the services will come from a combination of Park Development and State Grant Funding.

Submitted by:


Jonathan Nicks
Neighborhood Services Manager

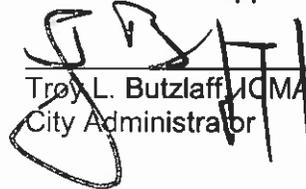
Reviewed and approved:


Kenneth A. Domer
Assistant City Administrator

Reviewed by:


Stephen D. Pischel
Director of Administrative Services and
Community Services

Reviewed and approved:


Troy L. Butzlaff, ICMA-CM
City Administrator

Attachment: Professional Services Agreement

CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this _____ day of _____, 20____, by and between the City of Placentia, a Municipal Corporation and Charter City (hereinafter referred to as "CITY") and Williams Architects Inc., a California Corporation (hereinafter referred to as "CONSULTANT").

A. Recitals.

(i) CITY has heretofore issued its Request for Qualifications pertaining to the performance of professional services with respect to the preparation of Architectural Services for the Gomez Community Center Renovation Project ("Project" hereinafter), a full, true and correct copy of which is attached hereto as Exhibit "A" and by this reference made a part hereof.

(ii) CONSULTANT has now submitted its proposal for the performance of such services, a full, true and correct copy of said proposal is attached hereto as Exhibit "B" and by this reference made a part hereof.

(iii) CITY desires to retain CONSULTANT to perform professional services necessary to render advice and assistance to CITY with regard to the Project.

(iv) CONSULTANT represents that it is qualified to perform such services and is willing to perform such professional services as hereinafter defined.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein it is agreed by and between CITY and CONSULTANT as follows:

B. Agreement.

1. Definitions:

The following definitions shall apply to the following terms, except where the context of this Agreement otherwise requires:

(a) Administrator: The City Administrator of CITY or his or her designee.

(b) Project: The preparation of architectural design and construction documents as described in Exhibit "A" hereto including, but not limited to, the preparation of all requisite maps, surveys, reports, plans, models, computer files, and documents, the presentation, both oral and in writing, of such maps, surveys, reports, plans, models, computer files, and documents to

CITY as required and attendance at any and all work sessions, public hearings and other meetings conducted by CITY with respect to the Project.

(c) Services: Such professional services as are necessary to be performed by CONSULTANT in order to complete the Project.

(d) Completion of Project: The date of completion of all phases of the Project, including any and all maps, surveys, reports, plans, models, computer files, and documents, the presentation, both oral and in writing, of such maps, surveys, reports, plans, models, computer files, and documents regarding the final approval of the Project as set forth in Schedule of Performance in Exhibit "A" hereto.

2. CONSULTANT Services:

(a) CONSULTANT shall forthwith undertake and complete the Project in accordance with Exhibits "A" and "B" hereto and all in accordance with Federal, State and CITY statutes, regulations, ordinances and guidelines, all to the reasonable satisfaction of CITY. CONSULTANT is bound by the contents of CITY's Request for Qualifications, Exhibit "A" hereto and incorporated herein by this reference, and the contents of the proposal submitted by CONSULTANT, Exhibit "B" hereto. In the event of conflict, the provisions of CITY's Request for Qualifications and this Agreement shall take precedence over those contained in CONSULTANT's proposals.

(b) CONSULTANT shall supply copies of all requisite maps, surveys, reports, plans, models, computer files, and documents (hereinafter collectively referred to as "Documents") including all supplemental technical documents, as described in Exhibits "A" and "B" to CITY within the time specified in Exhibit "A". Copies of the Documents shall be in such numbers as are required by Exhibit "A". CITY may thereafter review and forward to CONSULTANT comments regarding said Documents and CONSULTANT shall thereafter make such revisions to said Documents as are deemed necessary. CITY shall receive revised Documents in such form and in the quantities determined necessary by CITY. The time limits set forth pursuant to this Section B.2.(b) may be extended upon prior written approval of CITY.

(c) CONSULTANT shall, at CONSULTANT's sole cost and expense, secure and hire such other persons as may, in the opinion of CONSULTANT, be necessary to comply with the terms of this Agreement. In the event any such other persons are retained by CONSULTANT,

CONSULTANT hereby warrants that such persons shall be fully qualified to perform services required hereunder. CONSULTANT further agrees that no subcontractor shall be retained by CONSULTANT except upon the prior written approval of CITY.

3. Payment for Services:

(a) To pay CONSULTANT a maximum sum of \$37,000 for the performance of the services required hereunder. This sum shall cover the cost of all staff time and all other direct and indirect costs or fees, including the work of employees, consultants and subcontractors to CONSULTANT. Payment to CONSULTANT, by CITY, shall be made in accordance with the schedule set forth below.

(b) Payments to CONSULTANT shall be made by CITY in accordance with the invoices submitted by CONSULTANT, on a monthly basis, and such invoices shall be paid within a reasonable time after said invoices are received by CITY. All charges shall be in accordance with CONSULTANT's proposal either with respect to hourly rates or lump sum amounts for individual tasks. In no event, however, will said invoices exceed 95% of individual task totals described in Exhibits "A" and "B".

(c) CONSULTANT agrees that, in no event, shall CITY be required to pay to CONSULTANT any sum in excess of 95% of the maximum payable hereunder prior to receipt by CITY of all final Documents, together with all supplemental technical documents, as described herein, acceptable in form and content to CITY. Final payment shall be made not later than 60 days after presentation of final Documents and acceptance thereof by CITY.

(d) Additional services: Payment for additional services requested, in writing, by CITY, and not included in CONSULTANT's proposal as set forth in Exhibit "B" shall be paid on a reimbursement basis in accordance with the fee schedule set forth in said Exhibit "B." Any additional services must be approved, in advance, in writing, by the Administrator. Charges for additional services shall be invoiced on a monthly basis and shall be paid by CITY within a reasonable time after said invoices are received by CITY.

4. CITY Assistance to CONSULTANT:

CITY agrees to provide to CONSULTANT:

(a) Information and assistance as set forth in Exhibit "A" hereto.

(b) Photographically reproducible copies of maps and other information, if available, which CONSULTANT considers necessary in order to complete the Project.

(c) Such information as is generally available from CITY files applicable to the Project.

(d) Assistance, if necessary, in obtaining information from other governmental agencies and/or private parties. However, it shall be CONSULTANT's responsibility to make all initial contact with respect to the gathering of such information.

5. Records and Documents:

(a) CONSULTANT shall maintain complete and accurate records with respect to time, sales, costs, expenses, receipts and other such information required by CITY that relate to the performance of services under this Agreement. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible to the Administrator. CONSULTANT shall provide free access to the Administrator at reasonable times to such books and records; shall give CITY the right to examine and audit said books and records; shall permit CITY to make transcripts therefrom as necessary; and shall allow the inspection of all work, data, documents, proceedings, payroll documents, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original Documents notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of CITY and may be used, reused, or otherwise disposed of by CITY without the permission of CONSULTANT. With respect to computer files, CONSULTANT shall make available to CITY, at the CONSULTANT'S office and upon reasonable written request by CITY, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

6. Suspension or Termination:

(a) CITY may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon CONSULTANT at least ten (10) days

prior written notice. Upon receipt of said notice, CONSULTANT shall immediately cease all work under this Agreement, unless the notice provides otherwise. If CITY suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, CITY shall pay to CONSULTANT the actual value of the work performed up to the time of termination, provided that the work performed is of value to CITY. Upon termination of the Agreement pursuant to this Section, CONSULTANT will submit an invoice to the CITY pursuant to Section 3 and shall provide to CITY any and all Documents, whether in draft or final form, prepared by CONSULTANT as of the date of termination. CONSULTANT may not terminate this Agreement except for cause.

7. Default of CONSULTANT:

(a) CONSULTANT's failure to comply with the provisions of this Agreement shall constitute a default. In the event CONSULTANT is in default for cause under the terms of this Agreement, CITY shall have no obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and CITY may terminate this Agreement immediately by written notice to CONSULTANT. If such failure by CONSULTANT to make progress in the performance of work hereunder arises out of causes beyond CONSULTANT's control, and without fault or negligence of CONSULTANT, the same shall not be considered a default.

(b) If the Administrator CONSULTANT is in default in the performance of any of the terms or conditions of this Agreement, the Administrator shall cause to be served upon CONSULTANT written notice of default. CONSULTANT shall have ten (10) calendar days after service of said notice in which to cure the default by rendering satisfactory performance. In the event that CONSULTANT fails to cure its default within such period of time, CITY shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. Notices and Designated Representatives:

Any and all notices, demands, invoices and written communications between the parties hereto shall be addressed as set forth in this Section 8. The below-named individuals, furthermore, shall be those persons primarily responsible for the performance by the parties under this Agreement:

To City:	City of Placentia 401 E. Chapman Ave. Placentia, California 92870 Attention: City Administrator
To Consultant:	Williams Architects Inc. 276 N. Second Avenue Upland, CA 91786 Attention: Max E. Williams

Any such notices, demands, invoices and written communications, 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.

9. Insurance:

CONSULTANT shall neither commence work under this Agreement until it has obtained all insurance required hereunder in a company or companies acceptable to CITY nor shall CONSULTANT allow any subcontractor to commence work on a subcontract until all insurance required of the subcontractor has been obtained. CONSULTANT shall take out and maintain at all time during the term of this Agreement policies of insurance as required by Exhibit "C," attached hereto and by this reference herein incorporated.

Minimum insurance limits shall be as specified in Exhibit "C."

In addition to the requirements of Exhibit "C," and prior to commencing work on the Project, CONSULTANT shall furnish to CITY a certificate of insurance as proof that it has taken out full workers' compensation insurance for all persons whom CONSULTANT may employ

directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California.

In accordance with the provisions of California Labor Code Section 3700, every employer shall secure the payment of compensation to his employees. CONSULTANT prior to commencing work, shall sign and file with CITY a certification as follows:

“I am aware of the provisions of § 3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.”

CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of CITY to inform CONSULTANT of non-compliance with any insurance requirement in no way imposes any additional obligations on CITY nor does it waive any rights hereunder in this or any other regard.

CONSULTANT may effect for its own account insurance not required under this Agreement.

10. Indemnification:

CONSULTANT shall defend, indemnify and save harmless CITY, its elected and appointed officials, officers, agents and employees (“Indemnities”) , from all liability from loss, damage or injury to persons or property, including the payment by CONSULTANT of any and all legal costs and attorneys’ fees, in any manner arising out of the acts and/or omissions of CONSULTANT pursuant to this Agreement, including, but not limited to, all consequential damages, to the maximum extent permitted by law. In furtherance thereof, CONSULTANT agrees as follows:

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for CONSULTANT’s services, to the fullest extent permitted by law, CONSULTANT shall defend, indemnify, protect and hold harmless the Indemnities from and against any and all claims, charges, complaints, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action,

suits, rights, and demands of any nature whatsoever, including but not limited to the extent same are caused or contributed to in whole or in part whether actual or threatened which relate to or arise out of any act, omission, occurrence, condition, event, transaction, or thing which was done, occurred, or omitted to be done (“Claims”), by CONSULTANT, its officers, agents, employees or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement without regard to whether such Claims arise under federal, state, or local constitutions, statutes, rules or regulations, or the common law. With respect to the design of public improvements, CONSULTANT shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit “A” without the written consent of CONSULTANT.

(b) Indemnification for Other than Professional Liability. In addition to indemnification related to the performance of professional services and to the full extent permitted by law, CONSULTANT shall further indemnify, protect, defend and hold harmless the Indemnities from and against any liability (including Claims) where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by CONSULTANT or by any individual or entity for which CONSULTANT is legally liable, including but not limited to officers, agents, employees or subcontractors of CONSULTANT.

(c) General Indemnification Provisions. CONSULTANT agrees to obtain executed indemnity agreements which indemnify, protect, defend and hold harmless the Indemnities from liability, with provisions identical to those set forth here in this Section 9 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required, this failure shall be a material breach of this Agreement, and Consultant agrees to be fully responsible according to the terms of this entire Section 10. CITY shall have no obligation to ensure compliance with this Section by CONSULTANT and failure to do so will in no way act as a waiver. This obligation to indemnify and defend is binding on the successors, assigns or heirs of Consultant, and shall survive the termination of this Agreement or this Section.

(d) Obligation to Defend. It shall be the sole responsibility and duty of CONSULTANT to fully pay for and indemnify the Indemnities for the costs of defense, including but not limited

to attorney's fees and costs, for all Claims against CITY and the Indemnities, whether covered or uncovered by CONSULTANT's insurance, against the CITY and/or the Indemnities which arise out of any type of omission or error, negligent or wrongful act, of CONSULTANT, its officers, agents, employees, or subcontractors. CITY shall have the right to select defense counsel.

11. Assignment:

No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, either in whole or in part, nor any monies due hereunder, by CONSULTANT without the prior written consent of CITY.

12. Licenses/Certifications:

At all times during the term of this Agreement, CONSULTANT shall keep and maintain, in full force and effect, all licenses or certifications required of CONSULTANT by law for the performance of the services described in this Agreement.

13. Legal Responsibilities:

A. Legal Requirements. CONSULTANT shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. CONSULTANT shall at all times observe and comply with all such laws and regulations. Neither CITY, nor its elected or appointed officers, employees or agents shall be liable at law or in equity occasioned by failure of CONSULTANT to comply with this Section.

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

C. Undue Influence. CONSULTANT declares and warrants that no undue influence or pressure is used against or in concert with any elected or appointed officer, official, employee or agent of CITY in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No elected or appointed officer, official, employee or agent of CITY will receive compensation,

directly or indirectly, from CONSULTANT, or from any officer, employee or agent of CONSULTANT, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling CITY to any and all remedies at law or in equity.

D. No Benefit to Employees. No elected or appointed officer, official, employee or agent of CITY, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure, or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

E. Nondiscrimination. In connection with its performance under this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, marital status, ancestry, or national origin. CONSULTANT shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age, marital status, ancestry, or national origin. Such actions shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, or selection for training, including apprenticeship.

14. Patent/Copyright:

To the fullest extent permissible under law, and in lieu of any other warranty by CITY or CONSULTANT against patent or copyright infringement, statutory or otherwise, it is agreed that CONSULTANT shall defend at its expense any claim or suit against CITY on account of any allegation that any item furnished under this Agreement, or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and CONSULTANT shall pay all costs and damages finally awarded in any such suit or claim, provided that CONSULTANT is promptly notified in writing of the suit or claim and given authority, information and assistance at CONSULTANT'S expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the negligence, recklessness or willful misconduct of CONSULTANT. However, CONSULTANT will not indemnify CITY if the suit or claim results from: (1) CITY's alteration of a deliverable,

such that CITY's alteration of such deliverable created the infringement upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by CONSULTANT when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

B. CONSULTANT shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof and CONSULTANT shall not be obligated to indemnify CITY under any settlement made without CONSULTANT's consent or in the event CITY fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at CONSULTANT's expense. If the use or sale of such item is enjoined as a result of the suit or claim, CONSULTANT, at no expense to CITY, shall obtain for CITY the right to use and sell the item, or shall substitute an equivalent item acceptable to CITY and extend this patent and copyright indemnity thereto.

15. Release of Information/Conflict of Interest:

(a) All information gained by CONSULTANT in performance of this Agreement shall be considered confidential and shall not be released by CONSULTANT without CITY's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not, without written authorization from the Administrator or unless requested by CITY's City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the CITY. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.

(b) CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the CITY. CITY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding. CONSULTANT agrees to cooperate fully with CITY and to provide the opportunity to review any response to discovery

requests provided by Consultant. However, CITY's right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

17. Independent Contractor:

The Parties hereto agree that CONSULTANT and its employers, officers and agents are independent contractors under this Agreement and shall not be construed for any purpose to be employees of CITY.

18. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

19. Attorney's Fees:

In the event any legal proceeding is instituted to enforce any term or provision of the Agreement, the prevailing party in said legal proceeding shall be entitled to recover attorneys' fees and costs from the opposing party in an amount determined by the court to be reasonable.

20. Authority to Execute:

The person or persons executing this Agreement on behalf of CONSULTANT warrant(s) and represent(s) that he/she has the authority to execute this Agreement on behalf of CONSULTANT and has the authority to bind CONSULTANT to the performance of CONSULTANT's obligations hereunder.

21. Entire Agreement:

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party which is not embodied herein nor any other agreement, statement, or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement shall be effective only if it is in writing signed by all parties.

[ALL SIGNATURES APPEAR ON NEXT PAGE]

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

CONSULTANT

CITY

City Administrator

ATTEST:

City Clerk

Approved as to form:

Andrew V. Arczynski,
City Attorney



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: POLICE CHIEF

DATE: DECEMBER 14, 2010

SUBJECT: AUTHORIZATION TO SIGN "AGREEMENT TO TRANSFER FUNDS FOR 2010 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM"

FINANCIAL

IMPACT: \$9,461.00 OF GRANT REVENUE

INTRODUCTION:

The Orange County Sheriff's Department has applied for and received Federal "2010 JAG" grant funds. The Sheriff's Department is responsible for distributing these funds amongst local law enforcement within the county. The City of Placentia is designated to receive grant funds in the amount of \$9,461.00. In order to receive this funding the City must sign an agreement that will allow the transfer of funds from the Orange County Sheriff's Department to the City of Placentia. This action seeks Council approval for the Chief of Police to sign that agreement.

RECOMMENDATION:

It is recommended that the City Council authorize the Chief of Police to sign the attached "AGREEMENT TO TRANSFER FUNDS FOR 2010 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM", in a form approved by the City Attorney, so that the Placentia Police Department can receive the available grant funds.

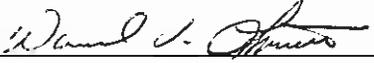
DISCUSSION:

The Orange County Sheriff's Department has applied for and received Federal "2010 JAG" grant funds which it is responsible for distributing amongst local law enforcement agencies within the county. The Placentia Police Department annually participates in this grant program and as such is designated to receive \$9,461.00.

On November 23, 2010, the Placentia Police Department was notified that these grant funds were now available. Before the County can disperse these funds to the eligible cities, the respective cities must sign an agreement to allow for the transfer of funds. A copy of that agreement is attached. The Police department plans to use these funds to purchase 9 new Taser X26 XDPM devices to be used by patrol supervisors and patrol officers as part of their regularly issued safety equipment. With the purchase of these additional devices we will be able to equip all officers and supervisors on-duty on any given watch throughout the week.

Based on the Council's past practice and acceptance of these grant funds, and in order to allow the County of Orange to pass on to the City of Placentia the aforementioned JAG Funds, the Chief of Police is asking for authorization from the City Council to sign the Agreement to Transfer Funds document required by the County.

Prepared by:



Captain Ward Smith
Patrol Division Commander

Reviewed and approved:



Troy L. Butzlaff, ICMA-CA
City Administrator

Submitted by:



James L. Anderson
Chief of Police



Karen Ogawa
Director of Finance

1 to obtain grant funds, SUBGRANTEE shall comply with the instructions and submit to SHERIFF all
2 required information and documentation, as set forth in Attachment B hereto ("How to Apply for JAG
3 Grant Reimbursements"), which is attached hereto and incorporated herein by reference. In no event
4 will the total amount of the grant funds transferred by COUNTY to SUBGRANTEE hereunder exceed
5 SUBGRANTEE's allocation, as set forth in Attachment C hereto ("JAG Program Allocation"), which is
6 attached hereto and incorporated herein by reference.

7 2. SUBGRANTEE shall be reimbursed with said grant funds only for expenditures
8 necessary to acquire personal property or equipment as set forth in Attachment A hereto [hereinafter
9 called "grant property and equipment"] or to perform such other grant functions, if any, for which
10 Attachment A specifies that SUBGRANTEE may utilize grant funds.

11 3. Throughout their useful life, SUBGRANTEE shall use grant property and equipment
12 only for grant purposes in accordance with Attachment A hereto.

13 4. SUBGRANTEE shall exercise due care to preserve and safeguard grant property and
14 equipment from damage or destruction and shall provide regular maintenance and such repairs for grant
15 property and equipment as are necessary, in order to keep said grant property and equipment
16 continually in good working order.

17 5. If grant property or equipment becomes obsolete, SUBGRANTEE shall dispose of it
18 only in accordance with the instructions of COUNTY or the agency from which COUNTY received the
19 grant funds.

20 6. SUBGRANTEE shall submit to the COUNTY grant program reporting documents and
21 information in accordance with requirements set out in Attachment D ("Edward Byrne Memorial Justice
22 Assistance Grant Reporting Requirements"), which is attached hereto and incorporated herein by
23 reference.

24 7. SUBGRANTEE shall comply with all applicable terms of the certification(s) that are
25 attached hereto as Attachment E and incorporated herein by reference.

26 8. By executing this Agreement, SUBGRANTEE agrees to comply with and be fully
27 bound by this Agreement and all applicable provisions of Attachments A, B, C, D and E hereto.

1 SUBGRANTEE shall notify COUNTY immediately upon discovery that it has not abided or no longer
2 will abide by any applicable provision of this Agreement or Attachments A, B, C, D or E hereto.

3 9. SUBGRANTEE and COUNTY shall be subject to examination and audit by the State
4 Auditor General with respect to this Agreement for a period of three years after final payment
5 hereunder.

6 10. SUBGRANTEE agrees to indemnify, defend and save harmless COUNTY and the
7 agency from which COUNTY received grant funds, and their elected and appointed officials, officers,
8 agents and employees from any and all claims and losses accruing or resulting to any and all contractors,
9 subcontractors, laborers, and any other person, firm or corporation furnishing or supplying work,
10 services, materials or supplies in connection with SUBGRANTEE's performance of this Agreement,
11 including Attachments A, B, C, D and E hereto, and from any and all claims and losses accruing or
12 resulting to any person, firm, or corporation who may be injured or damaged by SUBGRANTEE in the
13 performance of this Agreement, including Attachments A, B, C, D and E hereto.

14 11. No alteration or variation of the terms of this Agreement shall be valid unless made in
15 writing and signed by duly authorized representatives of the parties hereto, and no oral understanding or
16 agreement not incorporated herein shall be binding on any of the parties hereto.

17 12. SUBGRANTEE may not assign this Agreement in whole or in part without the express
18 written consent of COUNTY.

19 13. For a period of three years after final payment hereunder or until all claims related to
20 this Agreement are finally settled, whichever is later, SUBGRANTEE shall preserve and maintain all
21 documents, papers and records relevant to the work performed or property or equipment acquired in
22 accordance with this Agreement, including Attachments A, B, C, D and E hereto. For the same time
23 period, SUBGRANTEE shall make said documents, papers and records available to COUNTY and the
24 agency from which COUNTY received the grant funds or their duly authorized representative(s), for
25 examination, copying, or mechanical reproduction on or off the premises of SUBGRANTEE, upon
26 request, during usual working hours.

1 14. SUBGRANTEE shall provide to COUNTY all records and information requested by
2 COUNTY for inclusion in quarterly reports and such other reports or records as COUNTY may be
3 required to provide to the agency from which COUNTY received grant funds or other persons or
4 agencies.

5 15. COUNTY may terminate this Agreement and be relieved of the payment of any
6 consideration to SUBGRANTEE if a) SUBGRANTEE fails to perform any of the covenants contained
7 in this Agreement, including the applicable terms of Attachments A, B, C, D and E hereto, at the time
8 and in the manner herein provided, or b) COUNTY loses funding under the grant. In the event of
9 termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY.

10 16. SUBGRANTEE and its agents and employees shall act in an independent capacity in the
11 performance of this Agreement, including Attachments A, B, C, D and E hereto, and shall not be
12 considered officers, agents or employees of COUNTY or SHERIFF or of the agency from which
13 COUNTY received grant funds.

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1 **IN WITNESS WHEREOF**, the parties have executed this Agreement in the County of Orange,
2 State of California.

3
4 DATED: 11/23, 2010

COUNTY OF ORANGE, a political
subdivision of the State of California

6
7 By 
8 Sandra Hutchens, Sheriff-Coroner
9 Sheriff-Coroner Department
10 "COUNTY"

11 APPROVED AS TO FORM:
12 COUNTY COUNSEL

13 By 
14 Nicole Sims, Deputy

15 DATED: 10/19, 2010

16 DATED: _____, 2010

SUBGRANTEE

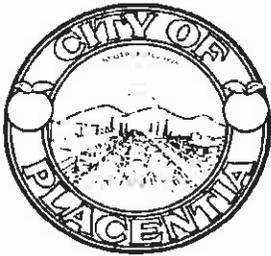
17
18 By _____
19 Name and Title

20 _____
21 City

22 ATTEST:

23 _____
24 City Clerk

25 DATED: _____, 2010



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: DECEMBER 14, 2010

SUBJECT: APPROVE ONE YEAR EXTENSION WITH PACIFIC STRIPING, INC., FOR REPAINTING TRAFFIC CONTROL STRIPING

FINANCIAL
IMPACT: EXPENSE: BUDGETED - \$36,181.45, ACCOUNT # 103652-6132

INTRODUCTION:

On June 20, 2006, the City Council approved a contract with Pacific Striping, Inc., for repainting traffic striping on specified streets throughout the City. The term of the agreement is for one (1) year, with optional one (1) year extensions up to a total of five (5) years dependent upon approval in the annual budget, contractor performance, and street striping necessity. This action will approve the final one-year extension to the existing contract.

RECOMMENDATION:

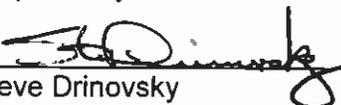
It is recommended that Council take the following actions:

1. Approve a one-year contract extension with Pacific Striping, Inc., for citywide striping.
2. Authorize the City Administrator to execute a subject Amendment on behalf of the City in a form approved by the City Attorney.

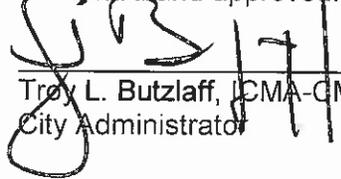
DISCUSSION:

Currently, the City contracts with Pacific Striping, Inc., to annually restripe the City's arterial and collector street network. The City has received satisfactory performance from Pacific Striping during their past four years of service. The current contract, signed on June 20, 2006, included a term of one (1) year with optional one-year extensions, up to five years in total, dependent upon approval in the annual budget, contractor performance, and street striping necessity. City Council is requested to approve the final one-year extension for this project for 2010. The Public Works Department will be soliciting for a new contract in 2011.

Prepared by:


Steve Drinovsky
Director of Public Works

Reviewed and approved:


Troy L. Butzlaff, CMA-CM
City Administrator

1d

December 14, 2010



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF FINANCE

DATE: DECEMBER 14, 2010

SUBJECT: 2ND – 4TH QUARTER TREASURER'S REPORT FISCAL YEAR 2009-10

FINANCIAL
IMPACT: NONE

INTRODUCTION:

The Finance Department has prepared Treasurer's Reports which present the City's investment portfolio as of June 30, 2010. It includes all investments managed by the City and investments held by trustees.

RECOMMENDATION:

It is recommended that the City Council receive and file the Treasurer's Report for the period ended June 30, 2010.

DISCUSSION:

Government Code section 53646 states that the Treasurer or Chief Financial Officer of the City shall render a report on investments at least quarterly to the legislative body. The attached Treasurer's Report satisfies the requirement set forth in the Government Code section 53646.

Submitted by:

Handwritten signature of Karen Ogawa in black ink.

Karen Ogawa
Director of Finance

Submitted by:

Handwritten signature of Chad Wanke in black ink.

Chad Wanke
City Treasurer

Reviewed and approved:

Handwritten signature of Troy L. Butzlaff in black ink.

Troy L. Butzlaff, ICMA - CM
City Administrator

1e

December 14, 2010

**CITY OF PLACENTIA
SUMMARY OF INVESTMENTS
AS OF DECEMBER 31, 2009**

INVESTMENTS HELD BY CITY				
	Percent of Portfolio	Current Yield	Cost	Market Value
Local Agency Investment Fund	14.12%	0.75%	\$ 991,442.09	\$ 991,442.09
Money Market Mutual Funds	0.15%	0.22%	\$ 10,308.73	\$ 10,308.73
Checking Accounts	85.73%		\$ 6,018,677.88	\$ 6,018,677.88
Total Investments Held by City	100.00%		\$ 7,020,428.70	\$ 7,020,428.70

INVESTMENTS HELD BY REDEVELOPMENT AGENCY				
	Percent of Portfolio	Current Yield	Cost	Market Value
Local Agency Investment Fund	100.00%	0.75%	\$ 452,269.68	\$ 452,269.68
Total Investments Held by RDA	100.00%		\$ 452,269.68	\$ 452,269.68

INVESTMENT HELD BY FISCAL AGENT				
	Percent of Portfolio	Current Yield	Cost	Market Value
Money Market Mutual Funds	90.13%	0.30%	\$ 4,956,091.15	\$ 4,956,091.15
Federal Agency Securities	9.87%	5.17%	\$ 542,648.61	\$ 557,000.03
Investment Agreements			\$ -	\$ -
Total Investments Held by Fiscal Agent	100.00%		\$ 5,498,739.76	\$ 5,513,091.18

TOTAL CASH AND INVESTMENTS	
Investments Held by City, RDA and Trustee - Market Value	\$ 12,985,789.56

**CITY OF PLACENTIA
INVESTMENT DETAIL
AS OF DECEMBER 31, 2009**

		HELD BY CITY						
Agency	Investment Description	Coupon Rate	Current Yield	Purchase Date	Maturity Date	Purchase Price	Market Value	
Local Agency Investment Fund	City Account No. 98-30-678	N/A	0.57%	Varies	On Demand	\$ 991,442.09	\$ 991,442.09	
Invesco AIM	Money Market Mutual Funds	N/A	0.21%	Varies	On Demand	\$ 10,308.73	\$ 10,308.73	
Bank of America - General Checking	Account No. 143128-0221	N/A	N/A	Varies	On Demand	\$ 5,163,282.12	\$ 5,163,282.12	
Bank of America - Rehabilitation	Account No. 07600-88870	N/A	N/A	Varies	On Demand	\$ 900.07	\$ 900.07	
Wells Fargo - HCD Rehabilitation	Account No. 000-70001183	N/A	N/A	Varies	On Demand	\$ 143,410.03	\$ 143,410.03	
Wells Fargo - HCD Rehabilitation	Account No. 000-7601008	N/A	N/A	Varies	On Demand	\$ 147.85	\$ 147.85	
Bank of America - Recreation Revolving	Account No. 143148-0220	N/A	N/A	Varies	On Demand	\$ 1,121.34	\$ 1,121.34	
Bank of America - Revolving	Account No. 143178-0219	N/A	N/A	Varies	On Demand	\$ 509.43	\$ 509.43	
Bank of America - CNG	Account No. 145930-6731	N/A	N/A	Varies	On Demand	\$ 635,889.02	\$ 635,889.02	
Bank of America - Workers'	Account No. 143188-0525	N/A	N/A	Varies	On Demand	\$ 15,727.77	\$ 15,727.77	
Bank of America - Healthcare	Account No. 143138-0513	N/A	N/A	Varies	On Demand	\$ 11,613.16	\$ 11,613.16	
Bank of America - Savings	Account No. 07609-85650	N/A	0.10%	Varies	On Demand	\$ 46,077.09	\$ 46,077.09	
TOTAL INVESTMENTS HELD BY CITY						\$7,020,428.70	\$7,020,428.70	

CITY OF PLACENTIA
INVESTMENT DETAIL
 AS OF DECEMBER 31, 2009

HELD BY REDEVELOPMENT AGENCY							
Agency	Investment Description	Coupon Rate	Current Yield	Purchase Date	Maturity Date	Purchase Price	Market Value
Local Agency Investment Fund	RDA Account No. 65-30-012	N/A	0.57%	Varies	On Demand	\$ 452,269.68	\$ 452,269.68
TOTAL INVESTMENTS HELD BY CITY						\$ 452,269.68	\$ 452,269.68

CITY OF PLACENTIA
INVESTMENT DETAIL
AS OF DECEMBER 31, 2009

HELD BY TRUSTEE							
Agency	Investment Description	Coupon Rate	Current Yield	Purchase Date	Maturity Date	Purchase Price	Market Value
2001 Certificate of Participation							
US Bank	US Bank Money Market	N/A	0.30%	Varies	Varies	\$ 668,934.38	\$ 668,934.38
2003 Certificate of Participation							
US Bank	US Bank Money Market	N/A	0.30%	Varies	Varies	\$ 1,597,915.27	\$ 1,597,915.27
2002 Tax Allocation Bond Series A							
US Bank	First American Treasury Fund	N/A	N/A	Varies	Varies	\$ 924,591.24	\$ 924,591.24
US Bank	United States Treasury Bonds	2.58%	5.17%	Varies	2/1/2010	\$ 218,229.11	\$ 224,000.00
2002 Tax Allocation Bond Series B							
US Bank	First American Treasury Fund	N/A	N/A	Varies	Varies	\$ 6.54	\$ 6.54
US Bank	United States Treasury Bonds	2.58%	5.17%	Varies	2/1/2010	\$ 324,419.50	\$ 333,000.03
2009 Subordinate Tax Allocation Notes							
US Bank	First American Treasury Fund	N/A	N/A	Varies	Varies	\$ 1,303,977.35	\$ 1,303,977.35
2009 Lease Revenue Bond							
US Bank	US Bank Money Market	N/A	0.30%	Varies	Varies	\$ 460,666.37	\$ 460,666.37
TOTAL INVESTMENTS HELD BY CITY						\$ 5,498,739.76	\$ 5,513,091.18

CITY OF PLACENTIA
CASH BALANCES
AS OF DECEMBER 31, 2009

101	General Fund	\$ (5,055,070.42)
114	Cash Basis Fund	1,000.00
201	Utility User Tax	1,212,287.56
205	State Gas Tax	293,309.63
210	Measure M	127,911.02
215	Air Quality Management	319,594.89
225	Asset Seizure	170,501.93
226	Traffic Offender Fund	3,843.43
230	Supplemental Law Enforcement	(41,234.61)
235	Park Development	411,512.21
240	Sewer Construction	161.12
245	Storm Drain Construction	694.70
250	Thoroughfare Construction	2,595.86
255	Underground Utilities	39.42
260	Street Lighting District	106,869.32
265	Landscape Maintenance	419,955.87
270	Housing and Community Development	(34,927.00)
275	Sewer Maintenance	1,709,788.09
280	Miscellaneous Grants	479,975.65
305	RDA Debt Service	2,198,890.00
401	City Capital Projects	(941,891.72)
405	Low & Moderate Housing	818,025.20
410	RDA Capital Projects	(333,293.77)
425	Orangethorpe Corridor	(2,500,028.76)
501	Refuse Administration	2,177,692.97
505	CNG Fueling Station	(587,654.54)
601	Employee Health & Welfare	(323,275.80)
605	Risk Management	657,599.42
610	Equipment Replacement	(227,530.59)
615	Information Technology	(36,267.11)
620	Citywide Services	(944,380.54)
701	Special Deposits	748,281.08
705	H.C.D. Rehabilitation Loans	9,200.81
710	Alta Vista District 85-1	363,501.96
715	Community Facilities District	1,603,333.81
	Total Cash	<u>\$ 2,811,011.09</u>

**CITY OF PLACENTIA
CERTIFICATION
AS OF DECEMBER 31, 2009**

TREASURER'S REPORT

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:



Karen Ogawa, Director of Finance

Approved By:



Chad Wanke, City Treasurer

**CITY OF PLACENTIA
SUMMARY OF INVESTMENTS
AS OF MARCH 31, 2010**

INVESTMENTS HELD BY CITY				
	Percent of Portfolio	Current Yield	Cost	Market Value
Local Agency Investment Fund	21.18%	0.75%	\$ 995,124.06	\$ 995,124.06
Money Market Mutual Funds	0.22%	0.22%	\$ 10,309.63	\$ 10,309.63
Checking Accounts	78.60%		\$ 3,693,077.22	\$ 3,693,077.22
Total Investments Held by City	100.00%		\$ 4,698,510.91	\$ 4,698,510.91

INVESTMENTS HELD BY REDEVELOPMENT AGENCY				
	Percent of Portfolio	Current Yield	Cost	Market Value
Local Agency Investment Fund	100.00%	0.75%	\$ 452,958.95	\$ 452,958.95
Total Investments Held by RDA	100.00%		\$ 452,958.95	\$ 452,958.95

INVESTMENT HELD BY FISCAL AGENT				
	Percent of Portfolio	Current Yield	Cost	Market Value
Money Market Mutual Funds	85.52%	0.30%	\$ 3,202,848.87	\$ 3,202,847.87
Federal Agency Securities	14.48%	5.17%	\$ 542,408.88	\$ 556,610.10
Investment Agreements			\$ -	\$ -
Total Investments Held by Fiscal Agent	100.00%		\$ 3,745,257.75	\$ 3,759,457.97

TOTAL CASH AND INVESTMENTS	
Investments Held by City, RDA and Trustee - Market Value	\$ 8,910,927.83

**CITY OF PLACENTIA
INVESTMENT DETAIL
AS OF MARCH 31, 2010**

HELD BY CITY										
Agency	Investment Description	Coupon Rate	Current Yield	Purchase Date	Maturity Date	Purchase Price	Market Value			
Local Agency Investment Fund	City Account No. 98-30-678	N/A	0.56%	Varies	On Demand	\$ 995,124.06	\$ 995,124.06			
Invesco AIM	Money Market Mutual Funds	N/A	0.21%	Varies	On Demand	\$ 10,309.63	\$ 10,309.63			
Bank of America - General Checking	Account No. 143128-0221	N/A	N/A	Varies	On Demand	\$ 2,780,893.02	\$ 2,780,893.02			
Bank of America - Rehabilitation	Account No. 07600-88870	N/A	N/A	Varies	On Demand	\$ 911.33	\$ 911.33			
Wells Fargo - HCD Rehabilitation	Account No. 000-70001183	N/A	N/A	Varies	On Demand	\$ 144,873.49	\$ 144,873.49			
Wells Fargo - HCD Rehabilitation	Account No. 000-7601008	N/A	N/A	Varies	On Demand	\$ 147.85	\$ 147.85			
Bank of America - Recreation Revolving	Account No. 143148-0220	N/A	N/A	Varies	On Demand	\$ 1,121.34	\$ 1,121.34			
Bank of America - Revolving	Account No. 143178-0219	N/A	N/A	Varies	On Demand	\$ 509.43	\$ 509.43			
Bank of America - CNG	Account No. 145930-6731	N/A	N/A	Varies	On Demand	\$ 722,176.16	\$ 722,176.16			
Bank of America - Workers'	Account No. 143188-0525	N/A	N/A	Varies	On Demand	\$ (1,693.52)	\$ (1,693.52)			
Bank of America - Healthcare	Account No. 143138-0513	N/A	N/A	Varies	On Demand	\$ (1,938.97)	\$ (1,938.97)			
Bank of America - Savings	Account No. 07609-85650	N/A	0.10%	Varies	On Demand	\$ 46,077.09	\$ 46,077.09			
TOTAL INVESTMENTS HELD BY CITY						\$4,698,510.91	\$4,698,510.91			

CITY OF PLACENTIA
INVESTMENT DETAIL
 AS OF MARCH 31, 2010

HELD BY/REDEVELOPMENT AGENCY							
Agency	Investment Description	Coupon Rate	Current Yield	Purchase Date	Maturity Date	Purchase Price	Market Value
Local Agency Investment Fund	RDA Account No. 65-30-012	N/A	0.56%	Varies	On Demand	\$ 452,958.95	\$ 452,958.95
TOTAL INVESTMENTS HELD BY CITY						\$ 452,958.95	\$ 452,958.95

CITY OF PLACENTIA
INVESTMENT DETAIL
AS OF MARCH 31, 2010

HELD BY TRUSTEE							
Agency	Investment Description	Coupon Rate	Current Yield	Purchase Date	Maturity Date	Purchase Price	Market Value
2001 Certificate of Participation							
US Bank	US Bank Money Market	N/A	0.30%	Varies	Varies	\$ -	\$ -
2003 Certificate of Participation							
US Bank	US Bank Money Market	N/A	0.30%	Varies	Varies	\$ 777,308.67	\$ 777,308.67
2002 Tax Allocation Bond Series A							
US Bank	First American Treasury Fund	N/A	N/A	Varies	Varies	\$ 925,529.02	\$ 925,529.02
US Bank	United States Treasury Bonds	2.58%	5.26%	Varies	8/2/2010	\$ 218,132.12	\$ 223,843.20
2002 Tax Allocation Bond Series B							
US Bank	First American Treasury Fund	N/A	N/A	Varies	Varies	\$ 464.11	\$ 463.11
US Bank	United States Treasury Bonds	2.58%	5.17%	Varies	8/2/2010	\$ 324,276.76	\$ 332,766.90
2009 Subordinate Tax Allocation Notes							
US Bank	First American Treasury Fund	N/A	N/A	Varies	Varies	\$ 1,038,539.85	\$ 1,038,539.85
2009 Lease Revenue Bond							
US Bank	US Bank Money Market	N/A	0.30%	Varies	Varies	\$ 461,007.22	\$ 461,007.22
TOTAL INVESTMENTS HELD BY CITY						\$ 3,745,257.75	\$ 3,759,457.97

**CITY OF PLACENTIA
CASH BALANCES
AS OF MARCH 31, 2010**

101	General Fund	\$ (5,474,728.04)
114	Cash Basis Fund	1,000.00
201	Utility User Tax	1,893,005.50
205	State Gas Tax	293,309.63
210	Measure M	297,388.35
215	Air Quality Management	332,972.05
225	Asset Seizure	183,735.43
226	Traffic Offender Fund	5,043.43
230	Supplemental Law Enforcement	(47,710.44)
235	Park Development	413,692.46
240	Sewer Construction	161.12
245	Storm Drain Construction	694.70
250	Thoroughfare Construction	2,595.86
255	Underground Utilities	39.42
260	Street Lighting District	107,861.45
265	Landscape Maintenance	381,714.52
270	Housing and Community Development	(40,802.00)
275	Sewer Maintenance	1,790,821.55
280	Miscellaneous Grants	1,358,603.42
305	RDA Debt Service	2,321,665.36
401	City Capital Projects	(1,475,513.84)
405	Low & Moderate Housing	182,188.79
410	RDA Capital Projects	(1,041,025.29)
425	Orangethorpe Corridor	(2,500,028.76)
501	Refuse Administration	1,621,604.99
505	CNG Fueling Station	(629,422.94)
601	Employee Health & Welfare	(561,796.12)
605	Risk Management	434,955.22
610	Equipment Replacement	(241,034.99)
615	Information Technology	(80,149.56)
620	Citywide Services	(1,444,734.22)
701	Special Deposits	696,125.86
705	H.C.D. Rehabilitation Loans	9,314.30
710	Alta Vista District 85-1	363,501.96
715	Community Facilities District	1,375,613.05
	Total Cash	\$ 530,662.22

**CITY OF PLACENTIA
CERTIFICATION
AS OF MARCH 31, 2010**

TREASURER'S REPORT

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:



Karen Ogawa, Director of Finance

Approved By:



Chad Wanke, City Treasurer

**CITY OF PLACENTIA
SUMMARY OF INVESTMENTS
AS OF JUNE 30, 2010**

INVESTMENTS HELD BY CITY				
	Percent of Portfolio	Current Yield	Cost	Market Value
Local Agency Investment Fund	1.23%	0.75%	\$ 96,490.67	\$ 96,490.67
Money Market Mutual Funds	0.13%	0.22%	\$ 10,310.85	\$ 10,310.85
Checking Accounts	98.64%		\$ 7,720,382.31	\$ 7,720,382.31
Total Investments Held by City	100.00%		\$ 7,827,183.83	\$ 7,827,183.83

INVESTMENTS HELD BY REDEVELOPMENT AGENCY				
	Percent of Portfolio	Current Yield	Cost	Market Value
Local Agency Investment Fund	100.00%	0.75%	\$ 53,581.21	\$ 53,581.21
Total Investments Held by RDA	100.00%		\$ 53,581.21	\$ 53,581.21

INVESTMENT HELD BY FISCAL AGENT				
	Percent of Portfolio	Current Yield	Cost	Market Value
Money Market Mutual Funds	86.05%	0.30%	\$ 3,346,855.29	\$ 3,346,855.29
Federal Agency Securities	13.95%	5.17%	\$ 542,408.88	\$ 556,899.50
Investment Agreements			\$ -	\$ -
Total Investments Held by Fiscal Agent	100.00%		\$ 3,889,264.17	\$ 3,903,754.79

TOTAL CASH AND INVESTMENTS	
Investments Held by City, RDA and Trustee - Market Value	\$ 11,784,519.83

CITY OF PLACENTIA
INVESTMENT DETAIL
AS OF JUNE 30, 2010

HELD BY CITY									
Agency	Investment Description	Coupon Rate	Current Yield	Purchase Date	Maturity Date	Purchase Price	Market Value		
Local Agency Investment Fund	City Account No. 98-30-678	N/A	0.59%	Varies	On Demand	\$ 96,490.67	\$ 96,490.67		
Invesco AIM	Money Market Mutual Funds	N/A	0.21%	Varies	On Demand	\$ 10,310.85	\$ 10,310.85		
Bank of America - General Checking	Account No. 143128-0221	N/A	N/A	Varies	On Demand	\$ 6,628,501.11	\$ 6,628,501.11		
Bank of America - Rehabilitation	Account No. 07600-88870	N/A	N/A	Varies	On Demand	\$ 922.85	\$ 922.85		
Wells Fargo - HCD Rehabilitation	Account No. 000-70001183	N/A	N/A	Varies	On Demand	\$ 147,119.50	\$ 147,119.50		
Wells Fargo - HCD Rehabilitation	Account No. 000-7601008	N/A	N/A	Varies	On Demand	\$ 147.85	\$ 147.85		
Bank of America - Recreation Revolving	Account No. 143148-0220	N/A	N/A	Varies	On Demand	\$ 1,121.34	\$ 1,121.34		
Bank of America - Revolving	Account No. 143178-0219	N/A	N/A	Varies	On Demand	\$ 509.43	\$ 509.43		
Bank of America - CNG	Account No. 145930-6731	N/A	N/A	Varies	On Demand	\$ 837,112.10	\$ 837,112.10		
Bank of America - Workers'	Account No. 143188-0525	N/A	N/A	Varies	On Demand	\$ 43,238.15	\$ 43,238.15		
Bank of America - Healthcare	Account No. 143138-0513	N/A	N/A	Varies	On Demand	\$ 15,632.89	\$ 15,632.89		
Bank of America - Savings	Account No. 07609-85650	N/A	0.10%	Varies	On Demand	\$ 46,077.09	\$ 46,077.09		
TOTAL INVESTMENTS HELD BY CITY						\$ 7,827,183.83	\$ 7,827,183.83		

**CITY OF PLACENTIA
 INVESTMENT DETAIL
 AS OF JUNE 30, 2010**

HELD BY REDEVELOPEMENT AGENCY										
Agency	Investment Description	Coupon Rate	Current Yield	Purchase Date	Maturity Date	Purchase Price	Market Value			
Local Agency Investment Fund	RDA Account No. 65-30-012	N/A	0.59%	Varies	On Demand	\$ 53,581.21	\$ 53,581.21			
TOTAL INVESTMENTS HELD BY CITY							\$ 53,581.21	\$ 53,581.21		

CITY OF PLACENTIA
INVESTMENT DETAIL
AS OF JUNE 30, 2010

HELD BY TRUSTEE							
Agency	Investment Description	Coupon Rate	Current Yield	Purchase Date	Maturity Date	Purchase Price	Market Value
2001 Certificate of Participation							
US Bank	US Bank Money Market	N/A	0.30%	Varies	Varies	\$ -	\$ -
2003 Certificate of Participation							
US Bank	US Bank Money Market	N/A	0.20%	Varies	Varies	\$ 943,163.71	\$ 943,163.71
2002 Tax Allocation Bond Series A							
US Bank	First American Treasury Fund	N/A	N/A	Varies	Varies	\$ 925,529.02	\$ 925,529.02
US Bank	United States Treasury Bonds	2.58%	5.26%	Varies	8/2/2010	\$ 218,132.12	\$ 223,932.80
2002 Tax Allocation Bond Series B							
US Bank	First American Treasury Fund	N/A	N/A	Varies	Varies	\$ 463.11	\$ 463.11
US Bank	United States Treasury Bonds	2.58%	5.28%	Varies	8/2/2010	\$ 324,276.76	\$ 332,966.70
2009 Subordinate Tax Allocation Notes							
US Bank	First American Treasury Fund	N/A	N/A	Varies	Varies	\$ 1,038,539.85	\$ 1,038,539.85
2009 Lease Revenue Bond							
US Bank	US Bank Money Market	N/A	0.27%	Varies	Varies	\$ 439,159.60	\$ 439,159.60
TOTAL INVESTMENTS HELD BY CITY						\$ 3,889,264.17	\$ 3,903,754.79

CITY OF PLACENTIA
CASH BALANCES
AS OF JUNE 30, 2010

101	General Fund	\$ (707,700.58)
114	Cash Basis Fund	1,000.00
201	Utility User Tax	2,748,142.96
205	State Gas Tax	1,945,405.69
210	Measure M	367,177.91
215	Air Quality Management	347,500.15
225	Asset Seizure	135,900.52
226	Traffic Offender Fund	5,943.43
230	Supplemental Law Enforcement	(8,463.55)
235	Park Development	413,471.60
240	Sewer Construction	161.12
245	Storm Drain Construction	694.70
250	Thoroughfare Construction	2,595.86
255	Underground Utilities	39.42
260	Street Lighting District	157,254.92
265	Landscape Maintenance	471,651.96
270	Housing and Community Development	(167,035.67)
275	Sewer Maintenance	2,292,345.17
280	Miscellaneous Grants	1,089,809.50
305	RDA Debt Service	2,918,666.13
401	City Capital Projects	(2,644,663.70)
405	Low & Moderate Housing	(3,249.23)
410	RDA Capital Projects	(2,596,325.57)
425	Orangethorpe Corridor	(2,353,158.30)
501	Refuse Administration	1,777,600.46
505	CNG Fueling Station	(703,466.40)
601	Employee Health & Welfare	(780,509.58)
605	Risk Management	275,876.13
610	Equipment Replacement	(157,874.99)
615	Information Technology	(143,298.45)
620	Citywide Services	(1,977,732.82)
701	Special Deposits	706,400.91
705	H.C.D. Rehabilitation Loans	9,427.79
710	Alta Vista District 85-1	363,501.96
715	Community Facilities District	2,485,218.05
	Total Cash	\$ 6,272,307.50

**CITY OF PLACENTIA
CERTIFICATION
AS OF JUNE 30, 2010**

TREASURER'S REPORT

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:



Karen Ogawa, Director of Finance

Approved By:



Chad Wanke, City Treasurer



Placentia Redevelopment Agency

AGENDA REPORT

TO: AGENCY BOARD

VIA: EXECUTIVE DIRECTOR

FROM: ASSISTANT CITY ADMINISTRATOR

DATE: DECEMBER 14, 2010

SUBJECT: ADOPTION OF RESOLUTION RA-2010-___ ALLOCATING LESS THAN THE AMOUNT REQUIRED BY CALIFORNIA HEALTH & SAFETY CODE FOR THE SUPPLEMENTAL EDUCATIONAL REVENUE AUGMENTATION FUND

FINANCIAL
IMPACT: NOT APPLICABLE

INTRODUCTION:

The Redevelopment Agency of the City of Placentia (Agency) is required to forfeit \$173,546 in the 2010-2011 Fiscal Year to the State for the second part of the diversion of redevelopment funds for the Supplemental Educational Revenue Augmentation Fund. This forfeiture of redevelopment funds was approved by the State Legislators and the Governor through the enactment of AB 26 X4 in 2009 and continued for this fiscal year to solve their inability to balance the State budget. This action adopts a resolution citing reasons why the Agency will allocate less than the required funding amount based on the lack of discretionary funding available after all obligations are made by the Agency.

RECOMMENDATION:

It is recommended that the Redevelopment Agency Board of Directors:

1. Adopt Resolution RA-2010-___ citing reasons as to why the Placentia Redevelopment Agency will allocate less than the amount required by California Health and Safety Code for the Supplemental Educational Revenue Augmentation Fund.

DISCUSSION:

The Governor approved budget bill AB 26 X4 as part of the 2009 State budget which authorized a devastating \$2.05 billion raid of local redevelopment funds, including \$1.7 billion in Fiscal Year 2009-10 and another \$350 million for the current Fiscal Year 2010-11. For the Redevelopment Agency of the City of Placentia (Agency), the amount for Fiscal Year 2009-10 was \$842,936 and the current Fiscal Year is \$173,546. For Fiscal Year 2009-10, a good faith payment of \$25,000 was made to the State.

Under Health and Safety Code § 33691(c)(2), prior to December 31, 2010, any agency which seeks to allocate less than the required amount to the Supplemental Educational Revenue Augmentation Fund (SERAF) must adopt a resolution stating the following:

2a

December 14, 2010

REDEVELOPMENT AGENCY BOARD OF DIRECTORS – SERAF Resolution

December 14, 2010

PAGE 2

- (1) That the difference between the amount allocated to the Redevelopment Agency of the City of Placentia and the amount required by California Health & Safety Code § 33690.5(a) is necessary to make payments on existing indebtedness that are due or required to be committed, set aside, or reserved by the Redevelopment Agency of the City of Placentia during the 2010-11 Fiscal Year and that are used by the Redevelopment Agency of the City of Placentia for that purpose, and the Redevelopment Agency of the City of Placentia has no other funds that can be used to pay said existing indebtedness and no other feasible method to reduce or avoid said indebtedness; or
- (2) The Redevelopment Agency of the City of Placentia has no other funds to make the allocation required by California Health & Safety Code § 33690.5(a).

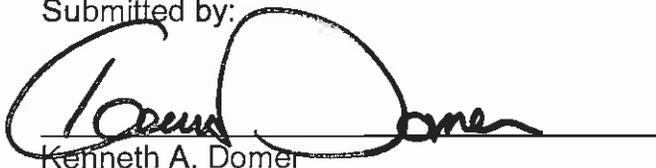
Based on a review of the Agency's finances, and as stated in the resolution, it is determined that the Agency has no other funds in which to make the allocation required after fulfilling its obligations. The consequences of not allocating the full amount has been termed the "death penalty" for a redevelopment agency. That is, an agency failing to make the SERAF payment may not conduct activities that would otherwise maintain normal operational ability. While there is uncertainty as to the enforcement of such death penalty provisions under the enacted legislation, the Agency would effectively not be able to conduct normal operations if payment were to be made due to its limited financial resources.

The California Redevelopment Association (CRA) has challenged the constitutionality of the State's take of redevelopment funds. Although the State Superior Court ruled in favor of the State, this ruling is being appealed. The CRA is confident that they will prevail on appeal. Further adding to the CRA's appeal is that the State is diverting this year's amount to fund the State Trial Court system, not local school districts, as was the original intent of the legislation and court ruling. A ruling on the appeal is hoped for prior to the May 2011 payment date. Until this matter is adjudicated, the Agency must preserve its rights by adopting the proposed resolution.

Financial Impact:

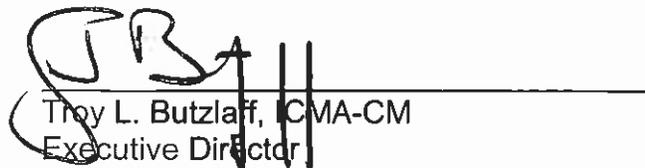
No financial impact will result from the passage of the resolution; however, future financial impact from not adopting the resolution could result in a \$173,546 loss of redevelopment funds.

Submitted by:



Kenneth A. Damer
Assistant City Administrator

Reviewed and approved:



Troy L. Butzlaff, CMA-CM
Executive Director

Attachments: Resolution RA-2010-____

RESOLUTION NO. RA-2010-

A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE REDEVELOPMENT AGENCY OF THE CITY OF
PLACENTIA, CALIFORNIA RELATING TO SUPPLEMENTAL
EDUCATIONAL REVENUE AUGMENTATION FUND PAYMENT
FOR FISCAL YEAR 2010-11

A. Recitals.

(i). California Health & Safety Code § 33690.5 ("Code") requires that for the 2010-11 fiscal year, each redevelopment agency shall remit, as determined by the State Director of Finance, prior to May 10, 2011, an amount determined for that agency to the county auditor for deposit in the county Supplemental Educational Revenue Augmentation Fund ("SERAF") that is established in the county treasury.

(ii). The Redevelopment Agency of the City of Placentia ("Agency") has been notified its SERAF payment due for 2010-11 is \$173,546 pursuant to § 33690.5(a) of the Code.

(iii). An agency may allocate to the auditor less than the amount required by § 33690.5(a) of the Code, if the agency finds that the difference between the amount allocated to the agency and the amount required by § 33690.5(a) of the Code is necessary to make payments on existing indebtedness that are due or required to be committed, set aside, or reserved by the agency during the 2010-11 fiscal year, and that are used by the agency for that purpose, and the agency has no other funds that can be used to pay this existing indebtedness and no other feasible method to reduce or avoid this indebtedness, and that the agency has no other funds to make the allocation required by § 33690.5(a) of the Code.

(iv). Any agency that intends to allocate to the auditor less than the amount required by § 33690.5(a) of the Code shall adopt, prior to December 31, 2010, after a noticed public hearing, a resolution that lists all existing indebtedness of the Agency pursuant to § 33691 of the Code.

(v). The Agency expects to be allocated approximately \$2,295,000 in fiscal year 2010-11 pursuant to

§ 33670 of the Code based on 2010-11 assessed valuations within the Agency's project area(s).

(vi). The only other resource the Agency has to pay its current obligations is \$103,371 in estimated available unrestricted fund balance.

(vii). The Agency has existing obligations during fiscal year 2010-11 of approximately \$2,696,048.80.

(viii). After paying its existing obligations for fiscal year 2010-11, the Agency will not have any resources available to pay any portion of the required SERAF payment for fiscal year 2010-11.

(ix). The information contained in this resolution has been reviewed for accuracy by the chief fiscal officer of the Agency.

(x). The duly noticed public hearing referred to above was conducted, and concluded, prior to the adoption of this resolution.

(xi). All legal prerequisites to the adoption of this resolution have occurred.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY OF THE CITY OF PLACENTIA HEREBY FINDS, DETERMINES AND RESOLVES AS FOLLOWS:

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

2. The following is a list of all existing indebtedness that has been incurred by the Agency prior to the effective date of § 33690.5 of the Code:

<u>Indebtedness</u>	<u>Payment</u>	<u>Due Date</u>
Tax Allocation Bonds 2002 Series B	\$203,058.75	8/1/10
Tax Allocation Bonds 2002 Series B	113,552.00	2/1/11
2009 Subordinate Tax Allocation Notes	0.00	8/1/10
2009 Subordinate Tax Allocation Notes	0.00	2/1/11
Amended and Restated Reimbursement Agreement	145,846.07	7/1/10
Amended and Restated Reimbursement Agreement	723,478.07	1/1/11
Amended and Restated Reimbursement Agreement	124,041.91	6/30/11

Agreement		
Housing Set-Aside Obligation (§ 33334.2)	459,000.00	6/30/11
County Tax Sharing Agreement	40,063.00	6/30/11
North Orange County CCD Tax Sharing Agreement	16,134.00	6/30/11
Orange County Water District Tax Sharing Agreement	2,463.00	6/30/11
Orange County Vector Control District Tax Sharing Agreement	642.00	6/30/11
Orange County Superintendent of School Tax Sharing Agreement	5,821.00	6/30/11
Placentia-Yorba Linda Unified School District	127,962.00	6/30/11
Tax Sharing Agreement		
Payments Due Under § 33607.5 of the Code	40,347.00	6/30/11
Payments Due Under § 33607.7 of the Code	15,790.00	6/30/11
County Property Tax Administrative Charge per SB 2557	20,000.00	4/27/11
Agency Operation and Administration (not exceeding 90% of the 2005-06 expenditures)	498,950.00	6/30/11
Land Purchase Agreement	158,900.00	6/30/10
	<u>\$2,696,048.80</u>	

3. The Agency finds that the difference between the amount allocated to the Agency and the amount required by § 33690.5(a) of the Code is necessary to make payments on existing indebtedness that are due or required to be committed, set aside, or reserved by the Agency during the 2010-11 fiscal year, and that are used by the Agency for that purpose, and the Agency has no other funds that can be used to pay this existing indebtedness and no other feasible method to reduce or avoid this indebtedness.

4. The Agency finds that it has no other funds to make the allocation required by § 33690.5(a) of the Code.

5. This resolution shall take effect from and after the date of approval and adoption thereof.

6. The Chairman shall sign this resolution and the Secretary shall attest and certify to the passage and adoption thereof.



Placentia City Council

AGENDA REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: CITY ADMINISTRATOR

DATE: DECEMBER 14, 2010

SUBJECT: CONSIDERATION FOR SUPPORT OF PROPOSED ASSOCIATION OF CALIFORNIA CITIES – ORANGE COUNTY

FINANCIAL IMPACT: \$12,337 Annual Member Dues to OC Division

INTRODUCTION:

The League of California Cities (State League) is an association of California city officials who work together to exchange information and combine resources to influence policy decisions. The State League is divided into sixteen (16) Regional Divisions and ten (10) Departments based on professional affiliations. Orange County is designated as a Regional Division. The OC Division is unique among all other divisions of the State League as it is the only one with its own, dedicated full-time staff and a separate dues structure. A significant number of Orange County cities have dropped their membership in the State League for either differences in policy or for financial reasons or both. Unfortunately, since the Orange County Division is part of the State League a city that chooses not to be a member of the State League cannot be a member of the Orange County Division. The purpose of forming a separate Association of California Cities – Orange County is to allow cities within Orange County to be part of an organization which will perform the same functions and provide the same services that the Orange County Division currently provides without the requirement of having to be a member of the State League. This item is being presented to the City Council for discussion and consideration whether the City of Placentia should support, join and pay membership dues to the Association of California Cities – Orange County.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Discuss the proposed formation of the Association of California Cities – Orange County; and
2. Determine whether the City of Placentia would support, join and pay membership dues to the Association of California Cities – Orange County, if established.

DISCUSSION:

The League of California Cities (State League) provides legislative advocacy, professional development, and educational services to member cities. The State League is divided into sixteen (16) Regional Divisions and ten (10) Departments based on professional affiliations. Orange County is designated as a Regional Division. The OC Division is unique among all

other divisions of the State League as it is the only one with its own, dedicated full-time staff and a separate dues structure. This separate dues structure has existed for over 30 years while OC Division advocacy activities, focused mainly on county and regional policy issues, have existed much longer. Until recently, OC Division employees have functioned separately, but complementary to the State League. Now OC Division staff are employed directly by the State League instead of the regional board. In addition, the OC Division pays an administrative fee to the State League for administrative support services (i.e. payroll, accounting, human resources) related to the regional division's activities.

For philosophical and/or economic reasons, four (4) Orange County cities have dropped their State League memberships and stopped paying State League dues altogether. Those cities are: Anaheim, La Habra, Orange, and Santa Ana. State League policy does not allow a city to be a member of a regional division if it is not a dues paying member of the State League itself. As a result, the State League does not allow those Orange County cities listed above to participate in the activities of the Orange County Division or pay the separate division dues. For the OC Division, this is a loss of approximately \$139,000 in annual dues or about 25% of total membership dues for the current calendar year.

Several other Orange County cities also have stated their intent to drop out of the State League in 2011 representing a potential additional revenue loss of \$117,000 to the OC Division. The impact of the current and prospective withdrawals from the State League threatens the financial viability of the OC Division to continue to support a full-time staff as currently constituted, or provide the broad range of Division membership and representation services, educational programs, and collaborative opportunities as those currently exist.

The issue of whether the OC Division can remain viable in light of the number of cities that have terminated their membership in the State League has lead several Orange County elected officials to propose the formation of a new 501(c)(3) non-profit organization: the Association of California Cities – Orange County (ACC-OC). The new Association would provide essentially the same services and programs of the current OC Division; however, it would be legally and financially separate from the State League.

The information developed for the proposed ACC-OC by its supporters is attached including a one-page summary (Attachment1). Also attached are the draft Articles of Incorporation and By-Laws for the proposed Association (Attachments 2 and 3), as summarized below:

- **Articles of Incorporation:** The Draft Articles of Incorporation establish the Association as a California Public Benefit Corporation organized and operated for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code. The stated purposes of the Association are to serve and represent its members by providing education, information legislative and advocacy services. It is anticipated that legislative advocacy would constitute a minor part of the Association's activities and the Association would be prohibited from supporting or opposing political candidates.
- **By-Laws:** The Draft By-Laws essentially mirror the current By-Laws of the OC Division with minor amendments to delete references to the State League and the responsibilities of a Regional Division of the State League. The purposes and functions of the

Association would be:

1. To advocate on behalf of its members the preservation and enhancement of local control;
2. To hold periodic meetings of city officials to foster and disseminate knowledge relating to municipal government by all appropriate means and to generate greater interest and more active civic consciousness among the members; and
3. To hold period meetings of city officials for the discussion of municipal issues for the purposes of promoting government efficiency and reducing the cost of government.

Additional related materials provided by the OC Division that discuss Division issues and the ACC-OC also are attached. These materials include: a fact sheet comparing the proposed ACC-OC to the current OC Division; and a briefing paper on the history of the OC Division and the proposed ACC-OC (Attachments 4 and 5). Lastly, a memorandum from the Executive Board of the State League responding to questions concerning the proposed ACC-OC and its relationship to the State League has been included (Attachment 6).

Since the OC Division is an entity of the State League, the actual formation of the ACC-OC will not result in the dissolution of the Division. The OC Division will continue to exist as a geographic sub-region of the State League, its functions and character would likely change dependent on its financial support from member cities and the number of cities choosing to remain members of the State League. In that regard, membership in the State League equals non-dues paying membership in the OC Division; dues paying membership in the OC Division provides additional local benefits beyond basic State League services.

Some of the arguments and concerns advanced against formation of a new Association include the following:

1. Organizational alternatives (including formation of a separate non-profit organization of Orange County cities) were evaluated four years ago by the Orange County City Managers' Association. It was recommended that the current model of a regional division be retained;
2. The OC Division should focus its activities on regional/county/local issues and defer to the State League on matters of State Legislation and/or statewide interest;
3. It should not be assumed that all or-most of the current Orange County cities that are not State League members will opt to join and pay dues to the new Association; and
4. There will still be a need for Orange County cities that belong to the State League to organize themselves and carry out the duties and responsibilities of a regional division.

Proponents of the proposed ACC-OC maintain that the new association will resolve a number of issues that have been problematic for cities in the past. These issues include:

1. Any Orange County city could continue to pay dues to, and fully participate in the policy development, legislative advocacy and education programs of the State League;
2. Any Orange County city that declines State League membership could choose to pay dues to and be a member of the new ACC-OC. That is not possible under current State League administrative policy;

3. If some or all of the current and prospective State League non-member OC cities chose to join the ACC-OC, the financial position of the new association and its ability to continue to provide a broad range of services to its members would be strengthened;
4. The current OC Division staff would be removed from the sometimes awkward position of being State League employees who are primarily accountable to a Regional Division and Board who sometimes find themselves in conflict with the State League legislative priorities and positions; and
5. The ACC-OC could take a legislative position on behalf of its member cities that is in conflict with the State League and communicate that position without violating State League by-laws.

In the event the ACC-OC is formed cities in Orange County will have the choice to join each of the organizations, none of them, or limited combinations of entities; that is, cities could join: the State League/OC Division and the ACC-OC; only the ACC-OC and not the State League/OC Division; the State League/OC Division and not the ACC-OC; but they could not join the ACC-OC and only the OC Division without belonging to the State League. The City currently budgets \$16,447 for membership in the State League and \$12,337 for the OC Division.

Staff is not recommending a position on this matter, but instead is presenting to the City Council the issue of whether the City should or should not support the formation of a separate organization to provide the services and programs currently provided through the OC Division. As of the preparation of this report 13 cities have agreed to support the formation of the ACC-OC and another 5 cities have the matter on their agendas for consideration. Although several cities have expressed reservations about the proposed ACC-OC, no city has outright rejected it.

Prepared and approved:



Troy L. Butzlaff, ICMA CM
City Administrator

Attachments – As Stated

ATTACHMENT 1

Association of California Cities

Orange County

- What is it?** A California non-profit association of Orange County cities formed to advocate on behalf of its members for the preservation and enhancement of local control.
- What does it do?** Holds monthly dinner meetings to facilitate communication between its member cities, collaboration on projects of mutual benefit and timely educational programs of interest to its members. Provides other educational events and collaborative forums to address problems of a regional nature in a manner that preserves the highest degree of local control and flexibility.
- What does it cost?** Member cities will pay the same amount in dues that they paid last year to be members of the Orange County Division, League of California Cities. Cities will also be offered a 10% discount on membership dues for purchasing a two year membership option.
- Can I join both AOCC-OC and the League of CA Cities?** Yes. You may choose to be a member of AOCC-OC, the State League, or both. Dues will be paid separately.
- Why should I join?** The AOCC-OC will provide a broad range of benefits to elected officials and their member cities. In particular, the AOCC-OC will offer (1) important educational and collaborative opportunities from a uniquely Orange County perspective, (2) a collective voice for Orange County cities without the requirement of paying two sets of dues, (3) the ability to either support or oppose positions taken by the State League without the internal conflict that arises in the current structure and (4) a better opportunity to leverage partnerships and seek nonprofit funding not presently available. The AOCC-OC will provide top quality educational, collaborative and policy resources to members while focusing specifically on Orange County issues.

ATTACHMENT 2

**Articles of Incorporation
of the
Association of California Cities
a California Public Benefit Corporation**

ONE: The name of this corporation is the Association of California Cities.

TWO: This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for charitable purposes. The specific purposes for which this corporation is organized are to serve and represent its members by providing education, information, legislative and advocacy services.

THREE: The name and address in the State of California of this corporation's initial agent for service of process is Robert Ming, 5 Fairlane Road, Laguna Niguel, CA 92677.

FOUR: (a) This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code.

(b) Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (1) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code or (2) by a corporation contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code.

(c) No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of, or in opposition to, any candidate for public office.

FIVE: The names and addresses of the persons appointed to act as the initial directors of this corporation are:

SIX: The property of this corporation is irrevocably dedicated to charitable purposes and no part of the net income or assets of the organization shall ever inure to the benefit of any director, officer, or member thereof or to the benefit of any private person.

On the dissolution or winding up of the corporation, its assets remaining after payment of, or provision for payment of, all debts and liabilities of this corporation, shall be distributed to a nonprofit fund, foundation, or corporation which is organized and operated exclusively for charitable purposes and which has established its tax-exempt

status under Section 501(c)(3) of the Internal Revenue Code.

Date: _____

, Director

We, the above-mentioned initial directors of this corporation, hereby declare that we are the persons who executed the foregoing Articles of Incorporation, which instrument is our act and deed.

ATTACHMENT 3

**Bylaws
of the
ASSOCIATION OF CALIFORNIA CITIES – ORANGE COUNTY
A California Public Benefit Corporation**

ARTICLE I

Section A: Name

The name of this organization shall be: "Association of California Cities – Orange County."

ARTICLE II – Purpose

Section A: Composition

The Association of California Cities – Orange County, shall be composed of each municipal corporation within the County of Orange which pays such dues assessment as may be determined by the Association.

Section B: Purposes and Functions

The purpose and functions of this Association shall be:

1. To advocate on behalf of its members the preservation and enhancement of local control.
2. To hold periodic meetings of city officials to foster and disseminate knowledge relating to municipal government by all appropriate means and to generate greater interest and more active civic consciousness among the members.
3. To hold periodic meetings of city officials for the discussion of municipal issues for the purposes of promoting governmental efficiency and reducing the cost of government.
4. To formulate policy and advocate the common policies of its members on local, regional, state and national issues of interest to its members.
5. To seek advisory votes from its members on specific policy matters, according to the process included in Article VI, Section C.

ARTICLE III – Membership

Section A: Eligibility

Any incorporated city in Orange County is eligible for membership.

Section B: Representatives

The membership of the Association shall be represented therein by the municipal officers of member cities. Active participation in the deliberations of the Association and a vote of any question shall be confined to member municipalities whose membership has not been suspended.

Section C: Suspension

Any municipality which is in arrears in payment of it dues assessment, as has been adopted by the Association, for a period of 90 days shall automatically be deemed suspended from membership, including all associated privileges including voting rights. It shall be the duty of the Association Executive Director to notify said city immediately.

Section D: Reinstatement

A member city that has been suspended for non-payment of dues assessment to the Association, or that relinquishes membership by choice for a period of more than 90 days, shall be reinstated to membership only after the city's total dues assessment has been paid to the Association for the current year of suspension in which non-membership occurred.

Section E: Notices

Notice will be deemed given to all member cities and council members three days after mailing of the notice by USPS (United States Postal Service), first-class, postage pre-paid, or upon facsimile to the clerk of each city, with electronic receipt confirmation received, or upon hand delivery to the clerk of each city, whichever method should be selected by the sender and/or, if multiple methods are selected, whichever should occur first.

ARTICLE IV – Officers

Section A: Board of Directors

The affairs of the Association shall be conducted by a Board of Directors. The Board of Directors of the Association shall consist of the President, the First and Second Vice Presidents, the Chair of the Advocacy Committee, three large city representatives and five district representatives. The Immediate Past President and the Chair of the City Managers' Committee shall serve as non-voting ex officio members of the Board of Directors.

Section B: Executive Committee

An Executive Committee will be comprised of the President, First Vice President, Second Vice President, the Advocacy Committee Chair, and the immediate Past President, providing he/she is still in office. The Executive Committee includes the Immediate Past President, as a non voting ex officio member.

Section C: Elections

Election of the President, First Vice President and Second Vice President, and Advocacy Committee Chair shall be held in the month preceding the annual meeting. The selection of the three large city representatives and five Supervisorial district representatives shall take place at least one month before the election of officers at the General Meeting. The eight largest member cities shall select the three large city representatives, while the cities in each of the five Supervisorial districts shall select one representative per district to the Board of Directors. The three large city representatives shall be elected prior to the five Supervisorial district representatives. For the three large city and five district positions, no city shall have more than one representative elected to the Board of Directors.

Section D: Terms and Vacancies

The President, Vice Presidents, Chair of the Advocacy Committee, three large city representatives and five district representatives shall serve for a term of one (1) year and until their successors are elected. The term of office for all members of the Board of Directors shall commence on [the Second Thursday in September of each year]. In the event of a vacancy, the office shall be filled by the Association membership at the next regularly scheduled meeting for the unexpired portion of such term, if the term expires more than three months from the election of new officers.

Section E: Nominations

A nominating committee, comprised of one member from each County Supervisorial District, shall be appointed by the President and confirmed by the Executive Committee two meetings before the meeting at which the President, Vice Presidents, and Advocacy Committee Chair will be elected. At the meeting immediately before the election, this committee will present its report to the Association. At that time and at the election meeting, members present may place in nomination from the floor additional candidates for any office then under consideration by the Association.

ARTICLE V – Duties of Officers

Section A: President

It shall be the duty of the President to preside at the meetings of the Association and the Board of Directors, and to perform such other duties as ordinarily pertain to the office of President.

Section B: Vice Presidents

The First and Second Vice Presidents shall assume, in order, the duties of the President during the absence of the President.

Section C: Large City and District Representatives

The large city and district representatives shall represent the membership of the Association and assume duties as assigned by the President.

Section D: Chair of the Advocacy Committee

It shall be the duty of the Chair of the Advocacy Committee to preside at the meetings of the Advocacy Committee.

Section E: The Board of Directors shall:

1. Meet when called by the President to plan and coordinate the business and proposed activities to be brought before the Association.
2. Prepare and present the annual budget to the membership for approval.
3. Establish and conduct a recruitment process for the position of Association Executive Director, and appoint or remove the Association Executive Director as it deems necessary or appropriate from time to time.
4. Solicit and nominate individuals to represent the Association on various bodies as defined in Article IX, Section A of these Bylaws.
5. Appoint the standing committees as defined in Article IX, Section A, of these Bylaws.
6. Appoint temporary and on-going task forces and committees as necessary.
7. Have the authority to act on behalf of the Association on matters of concern, including legislative and policy matters subject to approval of the Association at its next regular meeting.

Section F: Executive Committee

The Executive Committee shall be responsible for working with the Association Executive Director on setting the Board of Directors monthly meeting agenda items, establishing the monthly General Membership Agenda and Speaker, and confirming the nominations of the President.

ARTICLE VI – Meetings

Section A: Regular

Regular meetings of the Association shall be held monthly, on the second (2nd) Thursday of each month, whenever possible, and at such place as the Board of Directors may direct.

Section B: Special

Special meetings of the Association may be held at any time upon call of the President or upon petition of 25 percent of the member cities in good standing. No such special meeting may be legally held, however, unless written notice thereof is given to the member municipalities at least 24 hours in advance of such special meeting. Such notice shall specify the time, place and purpose of such special meeting, and no other business shall be transacted except that for which said meeting is called.

Section C: Advisory Votes

From time to time the Association may issue advisory votes on select policy matters to city representatives on various boards and commissions. Such policy matters shall be agendaized for a vote of the Association at any regular or special meeting provided that 10 days notice is given to member cities. Two-thirds (2/3) of member cities must support an Association advisory vote for it to be transmitted to city representatives. The meeting agenda shall make provision for affected city representatives to address the Association on the advisory vote policy matter.

Section D: Quorum

A majority of the member cities shall constitute a quorum for the transaction of business at any meeting of the Association.

Section E: Voting

1. A majority of the member cities present may act on any issue properly coming before any meeting of the Association, except that a Association Advisory Vote shall require a two-thirds (2/3) vote of the total number of member cities.
2. Each member city shall have one vote. The vote shall be cast by the Mayor of each member city, or his/her Council Member designee, confirmed in writing and delivered to the Association prior to the vote.
3. When taking positions on legislative matters and/or adopting the State and Federal Legislative Platforms, a weighted voting system may be used at the request of any member city prior to the vote. The weighted voting system shall require that a majority of member cities present at the meeting representing a majority of their total population will be required to act on the issue before the Association.
4. There shall be no secret ballots.

Section F: Minutes

The reading of the minutes of the prior meeting of the membership shall be acted upon and the prior reading therefore may be waived by a majority vote of the member cities present.

Section G: Procedure

The conduct of meetings shall be governed by Robert's Rules of Order where the question at issue is not determined by these Bylaws.

ARTICLE VII – Finances

Section A: Retention of Financial Professional

The Executive Director, with the advice and consent of the Board of Directors, shall secure appropriate financial professionals to oversee and maintain bookkeeping, financial reporting and auditing functions for the Association.

Section B: Audit

Each year the Board of Directors and Association Executive Director shall engage an independent auditor to compile and/or review financial records of the preceding fiscal year and report the findings to the Board of Directors.

Section D: Budgeting

Annual dues shall be approved and the annual budget shall be adopted by the Board of Directors and the Association no later than August preceding the fiscal year.

Section E: Dues

Annual dues assessments shall be due and payable by January 1 of each year.

Section F: Fiscal Year

The fiscal year of the Association shall be from January 1 to December 31 of each year.

ARTICLE VIII – Standing Committees

Section A: Budget Committee

The Board of Directors, or its designees, shall serve as the Budget Committee and shall prepare and present the annual budget according to Article VII, Section D, of these Bylaws.

Section B: Advocacy Committee

The policies governing the responsibilities and procedures of the Advocacy Committee are contained in the separate document entitled "Advocacy Committee Procedures" and attached to the Bylaws as Appendix A.

Section C: City Managers' Committee

The City Managers' Committee will advise the Association Board of Directors on matters pertaining to finance, budgeting, audit, and other matters pertaining to the Association, and may serve as a staff resource to all committees and task forces appointed by the Association. The City Managers' Committee shall consist of the members appointed by the President of the Orange County City Managers' Association.

ARTICLE IX – Appointments

Section A: Procedure

1. All appointments of individuals or committees to represent or serve the Association on a sustaining basis shall be nominated by the President, confirmed by the Executive Committee and approved by the Association.
2. All appointees shall be elected officials, except as otherwise provided by law.

3. A majority of the cities present (if a quorum was achieved) is necessary to appoint representatives to boards, commissions, or agencies. If there are three or more nominees for a position and none receives a majority vote of the number of members present, then all but the two nominees with the greatest number of votes shall be removed and the balloting repeated. If neither receives the required majority vote after two additional ballots, the meeting shall be continued to a subsequent time for further consideration. This rule limiting the number of ballots to a total of three (3) may be suspended upon a two-thirds (2/3) vote of eligible cities present.
4. Each recommended appointment shall be announced at the next regular meeting of the Association for approval. If disapproved, an appointment may be substituted by direction of the Association.
5. Any appointment may be revoked by the foregoing procedure or by direction of the Association.
6. Temporary task forces may be appointed by the President and confirmed by the Board of Directors without Association approval.

Section B: Reporting

A current list of all appointed individuals and committee members shall be maintained by the Association Executive Director. When appropriate, the President shall periodically call upon appointed individuals and committees to make direct reports to the Association.

Section C: Attendance

1. The Association Executive Director shall maintain accurate attendance records for all appointed individuals serving on committees.
2. Appointments to any position shall be considered vacated when the appointee fails to attend three (3) consecutive meetings of the committee to which they are appointed or fails to attend a majority of the regular meetings scheduled within their term.
3. Appointees by the Association shall attend a minimum of four (4) Association General Meetings per year.
4. Special exceptions to the above-described requirements may be granted by a majority vote of the Board of Directors and must be promptly reported to the membership.
5. The President shall report at each Association meeting any vacated positions.

Section D: Responsibilities of City Representatives

All city representatives appointed by the Association are responsible for exercising the duties of their positions with diligence, integrity and the highest regard for the public trust and the joint interest of the citizens of the cities within Orange County. Each appointee is fully accountable to the Association for actions taken as a city representative.

From time to time the Association may issue advisory votes on selected policy matters to city representatives appointed by the Association. In cases where city representatives fail to follow the Association advisory vote, a reconsideration of their appointment shall automatically be conducted at the next Association meeting and the subject city representative shall be given the

opportunity to explain and detail his or her position and vote on the policy matter. The city representative may be removed by a majority vote of the total number of member cities present, if a quorum was achieved, except as otherwise provided by law.

ARTICLE X – Amendments

Section A: Written Notice

Proposed amendments to these Bylaws must first be submitted in writing to the members of the Association for consideration and study at least thirty (30) days prior to the date of the meeting at which the proposed Bylaw amendments are to be acted upon.

Section B: Authority

These Bylaws may be amended at a meeting where:

1. two-thirds (2/3) of all member cities are present, and then
2. upon affirmative action of a majority of all member cities, whether present or not.

Certification of Approval

It is hereby certified that these Bylaws for the Association of California Cities - Orange County, were duly adopted by unanimous written consent by its Board of Directors on [September __, 2010].

ATTACHMENT 4

**Comparing the AOCC-OC to the OC Division Structures
FACT SHEET**

AOC	OC Division
<p><u>FINANCIAL STATEMENTS</u> Board and City Managers may receive and review financial statements, including full Profit & Loss, Balance Sheet, and Income and Expense Reports from a Certified Public Accountant.</p>	<p><u>FINANCIAL STATEMENTS</u> Board and City Managers may not receive and review financial statements, which are considered for “Internal/Management Use Only.” They can receive Income and Expense Schedules only.</p>
<p><u>DUAL REPORTING</u> Executive Director is responsible to one entity, the local OC Board of Directors and its member cities, strengthening Orange County’s voice and influence.</p>	<p><u>DUAL REPORTING</u> Executive Director is responsible to two, regularly opposing “masters.” This infringes on the Executive’s ability to succeed on behalf of OC members, minimizing the full impact that can be achieved and setting the Executive Director up to fail when there is disagreement between the two “masters.”</p>
<p><u>FUNDING AVAILABILITY</u> An independent 501 (c) 3 can attract broader financial resources that are not currently available to the OC Division.</p>	<p><u>FUNDING AVAILABILITY</u> The current status of the League (IRS Section 115) prevents tax-deductible donations.</p>
<p><u>LEGISLATIVE & POLICY POSITIONS</u> Can take legislative positions opposite the League. If OC cities agree with the League, AOCC-OC can offer additional support to the League.</p>	<p><u>LEGISLATIVE & POLICY POSITIONS</u> Currently, the OC Division is not permitted to take positions opposite of the League. It is against League policy. If the League moves to a 501 nonprofit designation, it will literally become against nonprofit law for the OC Division to take positions opposing the League.</p>
<p><u>BALLOT MEASURE ADVOCACY</u> May dedicate private funding, under a PAC, to ballot measure advocacy, if OC cities so desire.</p>	<p><u>BALLOT MEASURE ADVOCACY</u> No mechanism for the Division to engage in ballot measure advocacy, unless the League provides funding. The League did not provide CitiPAC funding to the Division to advocate for Prop 22 this year, tying the hands of Division staff in participating.</p>

<p><u>FLEXIBILITY</u> Offers maximum flexibility for cities by allowing cities to belong to the AOCC-OC, the League, or both.</p>	<p><u>FLEXIBILITY</u> A city must belong to both the League and the Division, per League policy. For this reason, 11 cities have discontinued Division membership.</p>
<p><u>LEAGUE POLICY COMMITTEES</u> Only League member cities can sit on policy committees. Appointments cannot be made by a separate entity. [However the idea of having the AOCC-OC Board mirror the Division Board would resolve this problem. It has been confirmed that this is a viable option with the League.</p>	<p><u>LEAGUE POLICY COMMITTEES</u> The OC Division President makes League Policy Committee appointments.</p>
<p><u>A VOICE IN SACRAMENTO</u> Allows OC to reach out beyond its borders for support with like minded business and municipal groups previously unavailable to OC under the Division structure. This would give OC a stronger voice in Sacramento.</p>	<p><u>A VOICE IN SACRAMENTO</u> The Division does not have a strong voice in Sacramento unless it is in alignment with the League.</p>
<p><u>STAFF SECURITY</u> An independent structure, if supported by OC cities, allows the organization to pursue expanded private funding that would create increased job security for staff.</p>	<p><u>STAFF SECURITY</u> OC Division staff does not enjoy the job security that state League staff enjoy, whose salaries and benefits are secured by private industry income from other income streams of the League.</p>

ATTACHMENT 5

The Orange County Division

Clearing up confusion regarding two separately funded, separately staffed functions called by the same name

League of California Cities

- 16 Divisions, each with a Division Board of Directors
- Focus = statewide priorities only (no local focus)
- One Regional Representative for each Division (16)

The Orange County Division

- Mid-1980's - Orange County cities create "overlay" to the League's standard OC Division with an entirely separate dues structure, local staff and office.
- The overlay addresses local and regional issues, provides education and collaborative opportunities and to offers benefits not offered by the state League
- The overlay functions as a separate entity from the League, with little oversight by the League until 2006.
- In 2006, the overlay is "absorbed" into the state League, and even though Orange County cities pay double the dues, (one to the state, and one to the overlay - also known as the OC Division), there is no distinction between the overlay and the League Division - causing confusion.
- The precarious nature of the overlay's services was made clear during recent economic times, when several cities drop their dues, due to a requirement of the state League to belong to both the state League and the overlay. The League can weather this storm. The local overlay cannot.

ACC-OC

ACC-OC is not a break off group from the state League, or the OC Division. The Orange County Division will continue to exist, whether or not OC cities pay additional dues for the overlay group's services. With the movement to ACC-OC, the Division will look just like the other 16 Divisions of the state League. The Division will still have a Regional Rep and a Board of Directors. No harm will come to the Division, as that term is known within the League. Conversely, harm will likely come to Orange County's long standing overlay group if a new structure and increased flexibility are not secured.

ACC-OC is simply a new name, and a separate nonprofit designation for the overlay of staff and services originally created by Orange County cities. The new name and structure saves the local services that Orange County cities has become accustomed to. ACC-OC does not infringe upon the League, whatsoever. There are no duplication of services. The two are complimentary.

The reason for the change started with financial and policies issues, but there are many recent examples of how a separate structure for the overlay portion of services would serve Orange County cities more effectively. See the comparison fact sheet showing the administrative differences between the two structures. The ACC-OC gives Orange County cities more transparency, more local control, more independence on policy issues, and more direct access to local services. Furthermore, the overlay organization, in its current structure, has lost critical financial mass to continue operations. For these reasons, many OC cities have opted to join the ACC-OC.

Two functions - one name?

While it may have seemed like a good idea for our local overlay to be absorbed into the state League nomenclature many years ago, this practice has created confusion on the practical matters of spending dues dollars for two separate sets of services. ACC-OC is just another name for the local overlay. It protects local services that are being diminished under the current structure.

How do the services of the League, the OC Division and the local overlay look now?

State League and 15 Divisions	Orange County Division – Two entities in one (Two dues payments. One to League. One to overlay.)
State League benefits Division Board of Directors One Regional Representative Focus on statewide objectives	State League benefits Division Board of Directors One Regional Representative Focus on statewide objectives <u>Plus</u> the overlay of local benefits: Board of Directors Dedicate local staff and programs Local advocacy Increase funding resources used locally for the direct benefit of OC cities Regional coordination/collaboration Increased information services on local issues Protection of decision making control at the local level Focus on local priorities

What changes if OC cities join ACC-OC?

It is the overlay, not the OC Division, that would be restructured, more effectively, under the ACC-OC moniker. The separate and yet complimentary nature of the services and their distinct and separate funding sources would be clear. Cities would have increased local control by deciding if they want membership in the state League (statewide services), the ACC-OC (local services), or both. The change would opaque to OC cities. In fact, the only thing cities should notice is a change is a new name on your check for local dues. Below is how the League, the Division and the overlay services would look with the name change to ACC-OC.

State League and 15 Divisions	Orange County Div (Dues to League only)
State League benefits Division Board of Directors One Regional Representative Focus on statewide objectives	State League benefits Division Board of Directors One Regional Representative Focus on statewide objectives
	ACC-OC (Dues to local association)
	<u>Plus</u> the overlay of local benefits: Board of Directors Dedicate local staff and programs Local advocacy Increase funding resources used locally for the direct benefit of OC cities Regional coordination/collaboration Increased information services on local issues Protection of decision making control at the local level Focus on local priorities

ATTACHMENT 6



1400 K Street, Suite 400 • Sacramento, California 95814
Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

TO: L. Allen Songstad
Robert Ming
Doug Chotkevys
Bob Dunek
Lacy Kelly

FROM: Chris McKenzie, Executive Director

DATE: November 9, 2010

SUBJECT: Response to Questions About the State League, Orange County Division
and Proposed Association of California Cities—Orange County

This memo answers the questions you raised with Jim Ridenour, League President, and me on October 8 about the relationship that could possibly be established between the state League/Orange County Division and the proposed new Association of Cities – Orange County. These responses represent my best efforts to answer the questions without having discussed them with the League board of directors which has final discretion over these matters. In my judgment, the board will be reluctant to take any steps that would potentially weaken the state League at a time when it has just achieved perhaps its most significant local control victory since its founding in 1898—the passage of Proposition 22 by a 61% - 39% margin.

I think it is important to remember that while the divisions and the state League have very intertwined and complimentary purposes, the divisions exist to build a stronger, more representative, and more effective state League—not the other way around. The purpose of the new association seems more about building a stronger county-based organization to deal with county and some statewide issues—sometimes even in competition with the state League. This will inevitably be viewed by some as a threat to enhancing the state League's effectiveness in the years to come. Our members, the governor and the state legislature expect the state League to be the place where consensus on city policy is built. Having separate organizations with different positions undermines that goal.

With that in mind, here are the answers to the questions we discussed. We are preparing a similar communication to all cities in the county.

1. May the New Association Serve as the Orange County Division? No, it may not since the Division is legally part of the state League and operates under the bylaws of the state League. The officers and directors of the new association, however, may serve

concurrently as the officers and directors of the Orange County Division if they come from cities that are members of both the state League and the new association. The officers would act in two separate fiduciary capacities, however, and would have to hold legally separate meetings. The meetings could be held consecutively in the same location, with one meeting being adjourned before the next is called to order, but only members of the state League could participate in the Division meetings.

2. Can the State League Contract With the New Association to Provide the Same Services It Provides to the Orange County Division?¹ Yes, in theory the state League board could agree to provide such services under contract for a fee. It currently has such a contract to provide staff services to the Institute for Local Government (ILG), a separate non-profit 501 (c) (3) eligible research arm of the League and CSAC. Whether the state League board would agree to such a contract would be a matter completely within the sole discretion of the state League board. Unlike the ILG, the new association would potentially have policy goals that are at odds with the state League (i.e., this is one of the purposes of the new association—to allow for the adoption of policy positions at odds with the state League).

3. Can the State League Contract With the New Association to Provide Services to the Orange County Division? Yes, the state League could enter into such a contract, but it would be a matter completely within the discretion of the state League board. The services provided to the state League/Division, however, could only be for the exclusive benefit of cities in Orange County that are members of the state League. The state League board would likely consider that the new association would potentially have policy goals that are at odds with the state League (i.e., this is one of the purposes of the new association—to allow for the adoption of policy positions at odds with the state League).

4. Is it Possible for Cities to Be Division Members Only? No. Under the state League bylaws, membership in the Division requires membership in the state League. Cities that are not members of the state League and the Division could not participate as voting members in Division programs and activities, such as voting on Division positions and resolutions on matters, serving as a Division officer, serving on a state League or Division policy committee, etc. With the approval of the state League board, however, cities could make payments to the Division as “sponsors” or “supporters” comparable to private corporate sponsors and could receive limited non-voting benefits such as attendance at Division events and meetings. Whether the state League board would be willing to consider such a status would be entirely within its discretion. I anticipate it would have serious concerns about creating a precedent in other areas of the state.

¹ Since 1996 the League has administered payroll for the Division. While the Division board of directors makes all financial decisions, in 2005 the state League also began to provide accounting services for which it is reimbursed. Since 2006 the state League has provided legal services, human resources services, officers’ and directors’ liability insurance, and general administrative support without cost to the Division and the cities of the county. All employees of the Division are state League employees, but the cost of their services is borne by the members of the Orange County Division of the state League.

5. Is it Possible for the New Association to Become a Chapter or Affiliate of the State League? Unlike some other organizations, the state League does not have chapters under its bylaws. To do so would require an amendment to the bylaws; this could not be effective until January 1, 2012. The League's affiliate status is typically reserved for statewide associations serving city officials, such as the California Redevelopment Association, but the new association could request affiliate status.

6. What Other Factors Should Be Considered About the New Association? The organizers and cities of Orange County should consider a number of factors in moving forward with the new organization, including:

- **Compliance Oversight.** If there is no contract with the state League to provide accounting and other oversight, what safeguards will exist to ensure compliance with all state and federal laws and best accounting practices?
- **Liability.** If the association sustains a financial or legal loss, will city members be responsible for paying any of the cost associated with that loss? What insurance coverages will be secured?
- **Purpose of Association.** If the association can't lobby, what advocacy purpose does it serve?
- **Audit and Accounting.** Will the association follow generally accepted accounting principles for nonprofit associations and have an annual audit?
- **Staffing.** Will the new association be able to attract and manage competent staff and offer a competitive compensation package?
- **Continuity.** Is it possible to sustain the association beyond its first year or two of existence?
- **Duplication of Services.** Will the new association duplicate any services provided by the Division or the state League?
- **Are Their Other Options?** The new association is being considered due to concern about the loss of cities in the membership of the state League/Division and a desire to adopt positions at odds with the state League. Are their other options, such as reducing dues or increasing dues on the remaining cities that would allow maintenance of services at the Division until cities return to membership?
- **Policy Influence.** Will the new association give Orange County cities a stronger or weaker voice in state policy matters?
- **Impact on the State League.** Will the formation of the new association discourage membership in the state League by Orange County cities, weakening the impact of the state League's efforts to "restore and protect local control for cities," the mission of the state League.

I trust this addresses the issues we discussed on October 8. Please let me know if you have any further questions.

c. League Executive Committee

Questions Answered About AOCC-OC

Compliance Oversight. If there is no contract with the state League to provide accounting and other oversight, what safeguards will exist to ensure compliance with all state and federal laws and best accounting practices?

The AOCC-OC will contract with a Certified Public Accountant that specializes in 501(c)3 nonprofits. This is a common practice among nonprofits, and should not cost the organization much more than it pays now, given the relatively small operating budget. The AOCC-OC will also conduct audits in compliance with IRS tax-exempt requirements. This is a new expense that the AOCC-OC expects to bear, but it is not cost prohibitive.

In addition, under the Division structure, the League does not permit access to full financial reports to anyone but internal “management.” The Board merely receives income and expense schedules. Under AOCC-OC, as is common and best practice for all 501(c)3 organizations, the Board will have receive full Profit & Loss, Balance Sheet, and Income and Expense Reports, for review and approval from a Certified Public Accountant.

• **Liability. If the association sustains a financial or legal loss, will city members be responsible for paying any of the cost associated with that loss? What insurance coverages will be secured?**

The association will be a separate nonprofit corporation that will provide liability protection for its members and will follow industry standard corporate formalities which prevent courts from looking through the corporation structure and applying liability to its members. Best Practices for nonprofits includes the securing of Liability and Directors and Officers Insurance. The AOCC-OC, like all reputable nonprofits, will secure these insurance policies to protect its Board, staff and members. This is a new expense that AOCC-OC expects to bear, but it is not cost prohibitive.

• **Purpose of Association. If the association can’t lobby, what advocacy purpose does it serve?**

501(c)3 nonprofits are permitted to engage in advocacy activities at up to 20% of their budget and resources. The current organization does not approach that level of time and resource commitment. Since the AOCC-OC services are designed to replicate services previously offered under the Division structure, the AOCC-OC will not be in danger of extended beyond that limited amount. If it desires to become more active, the AOCC-OC will poll its members to investigate forming a PAC or other options.

- **Audit and Accounting. Will the association follow generally accepted accounting principles for nonprofit associations and have an annual audit?**

All nonprofits, particularly 501 category nonprofits, are required to follow GAAP (Generally Accepted Accounting Principles). Certified Public Accountants that specialize in 501 category nonprofits ensure that GAAP is followed. At this time, an audit is required once every two years. The AOCC-OC will comply with this best practice.

- **Staffing. Will the new association be able to attract and manage competent staff and offer a competitive compensation package?**

The Board of the Division has made it clear to Division staff that should they be able to reach critical mass to move to the AOCC-OC structure, they would like the current Division staff to move over to the new organization with a competitive compensation package.

- **Continuity. Is it possible to sustain the association beyond its first year or two of existence?**

The AOCC-OC is more sustainable than the Division structure for three reasons.

1- The current Division structure has been proven unsustainable due to the requirement for cities to pay two sets of dues. For those cities that have dropped membership for this reason and are only interested in local services, the AOCC-OC structure is more sustainable than the current Division structure which requires payment of both sets of dues.

2- The local organization has, in the last 3.5 years, provided a host of "Value Added Services." The AOCC-OC will continue to provide these and new value added services, and will remain "member-centric," polling its member base to determine what services are needed and wanted. This will further increase sustainability.

3- Lastly, the new 501(c)3 structure allows the AOCC-OC to pursue grants and tax-deductible donations, further increasing financial sustainability.

- **Duplication of Services. Will the new association duplicate any services provided by the Division or the state League?**

No. The Division does not duplicate services of the League now, but compliments them. The AOCC-OC will continue to provide the same and expanded local services that add value to Orange County cities. See the attached "Value Added Performance of the Division," for information on value added services that do not duplicate state League benefits.

- **Are Their Other Options?** The new association is being considered due to concern about the loss of cities in the membership of the state League/Division and a desire to adopt positions at odds with the state League. Are there other options, such as reducing dues or increasing dues on the remaining cities that would allow maintenance of services at the Division until cities return to membership?

The Division Board has explored allowing some cities to pay less dues. The Board sees this as unfair to the full dues paying members and believes it sets a precedent that will ultimately undermine the sustainability of the organization. Regarding dues increases, Orange County cities have sent the clear message that they cannot and will not support a dues increase. The best option is to open the organizations funding base options, which is part of the benefit of moving to AOCC-OC. As mentioned previously, the Board expects new grants and sponsorships that become possible once the organizational structure is changed to a traditional 501(c)3.

- **Policy Influence.** Will the new association give Orange County cities a stronger or weaker voice in state policy matters?

On state policy matters, the AOCC-OC will give Orange County cities a stronger voice. On matters where the AOCC-OC and the State League agree, the AOCC-OC will add its name to the list of organizations supporting the State League, thereby increasing the voice of Orange County cities on state policy matters. Membership in the new association does not prevent members from also being members in the State League so many members will continue to be counted in State League number when determining State League influence. On matters where the AOCC-OC and the State League disagree, Orange County cities will have the ability to offer different approaches and ideas to state policy matters that may shape the discussion in ways that are more aligned with Orange County city interests. This option will no longer be available if the State League becomes a more traditional 501 nonprofit.

On local matters, the Division has had a strong voice and impact on Orange County issues and the Board expects this impact to be enhanced by moving to the new structure. The AOCC-OC will be viewed as speaking for Orange County cities because it is less influenced by positions taken by the State League, and because it is expected that the AOCC-OC will be able to bring back cities that have dropped the State League. This more unified voice will help the AOCC-OC have greater influence with the county and other local partnering agencies and nonprofits in Orange County.

- **Impact on the State League.** Will the formation of the new association discourage membership in the state League by Orange County cities, weakening the impact of the state League's efforts to "restore and protect local control for cities," the mission of the state League.

No. The OC Division has lost 1/3 of its members. These members have been lost to the League as well, and represent the largest cluster of dropped members of any Division in the state League. The AOCC-OC will have the same mission as the League - "To Restore and Protect Local Control," and when the two organizations align, the League potentially gets more Orange County cities to back up its voice under the AOCC-OC structure.

- **Cost to Operate Independently. Will it cost the AOCC-OC substantially more to maintain an independent 501(c)3 organization?**

No. While the AOCC-OC will incur some new costs necessary to operate in a professional and fiduciary manner, there are also a number of costs savings that will reduce expense in some areas. The new structure will also provide the AOCC-OC with greater transparency on expenses from functions currently handled by the State League and the ability to collaborate with Orange County partners to reduce those costs. Therefore, the new expenses will not be significant in the overall budget, and can be offset by the new funding opportunities created by the separate, 501(c)3 status.

**City Council Agenda Item 4 b.
Appointment to City Treasurer Position or Provide Direction to Staff
Regarding Selection Process**

Applications were solicited for a vacancy for the unexpired term of City Treasurer. The unexpired term runs through November 6, 2012. Attached are copies of the six (6) applications received by the City Clerk's Office by the December 9, 2010 deadline.

- 1) Greg Sowards
- 2) Ronald Molendyk
- 3) Craig S. Green
- 4) Dwayne Carl DeRose
- 5) Mark R. Johnson
- 6) Joseph Edward McLean

Pursuant to the City Charter the City Council must appoint a successor to fill the vacant position within 30 days from the date the office became vacant.

The City Council may decide to appoint someone from the list of applicants, interview the applicants and/or defer making a decision until January 4, 2011.

**City of Placentia
Application for City Treasurer**

The City of Placentia is anticipating a vacancy for the unexpired term of City Treasurer.
The unexpired term runs through November 6, 2012.

Deadline to submit application to the City Clerk's Office is **December 9, 2010, 5:30 p.m.**

Forms must be returned to: City Clerk's Office, 401 E. Chapman Avenue, Placentia, CA 92870

CITY TREASURER DESCRIPTION: The City Treasurer is an elected position and, by charter, is custodian of all public funds belonging to, or under the control of, the City or any office, department, or agency thereof. As custodian of all public funds, the City Treasurer, with the cooperation and assistance of the Finance Department, receives all monies coming into local financial institutions. The City Treasurer receives fifty dollars (\$50.00) per month compensation.

QUALIFICATIONS: All potential candidates must meet the following qualifications at the time of submitting their application:

1. City of Placentia residency
2. Active United States voter registration status

Please be advised that upon your appointment to the position of City Treasurer, you will be required to submit a Statement of Economic Interests (Form 700) within 30 days of appointment and complete state-mandated Ethics Training within one-year of appointment. The City Clerk's Office will assist you in the completion of these requirements, however, it should be noted that they are mandated by California State Law.

APPLICATION

Name as registered to vote: CHARLES GREGORY SOWARDS

Placentia residence address: 1613 SUSQUEHANNA AVE, PLACENTIA 92870
Street address, City, State, Zip

Telephone: 714-961-9011 Mobile Phone: SAME

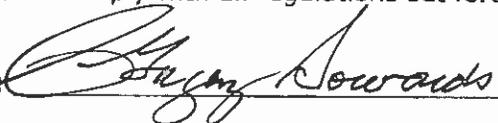
Email address: GREG-SOWARDS@DARBEIL.NET

How long have you resided in the City of Placentia? OVER 30 YEARS

Please attach a letter and/or resume that provides the following information:

1. Your current and/or former employment
2. Your qualifications, strengths, and experience relevant to the City Treasurer position
3. Your reasons for applying for the appointed City Treasurer position

I hereby certify that the facts set forth in the above application and any attached materials are true and correct to the best of my knowledge. I understand that, if appointed, such appointment will be subject to verification of data provided in this application and any related documents. I understand that if appointed, I must comply with all regulations set forth by City and State law.

Candidate Signature:  Date: 11-29-10

For any questions, please contact (714) 993-8231

C. Gregory Sowards
1613 Susquehanna Avenue
Placentia, California 92870
714-961-9010 Fax 714-960-9012

NOV 29 2010 PM03:15

City of Placentia
City Council
401 E. Chapman Avenue
Placentia, California 92870

Dear City Council;

First of all I would like you to know that I am honored and privileged to have the opportunity to apply for the unexpired term of City Treasurer, City of Placentia. Thank you in advance for your consideration.

As you all know, I have been intimately involved with budgetary issues over the last four years which I feel makes me an ideal candidate for Treasurer. I realize that many of those issues will never cross the Treasurer's desk but I do feel that this past experience would play a major role in carrying out my new duties of Custodian of Public Funds.

Prior to my role as Councilmember, I was involved in cleaning up the mess that prior administrations' and Councils had left behind: OnTrac, and its wake, in particular. This city was saved from Bankruptcy by the efforts of Citizens for a Better Placentia, which I was a founding member.

My personal pledge when I got involved in the clean up process was to be involved in whatever role I was tasked with to make my city a better place. I think my accomplishments over the last four years, along with current Council, speak for themselves and I'm looking forward to future involvement. I think performing the duties of City Treasurer would continue my pledge and offer the city years of experience and knowledge that other candidates do not possess.

Thank you in again for your consideration I look forward to working with Council over the next two years.

Sincerely,



Greg Sowards

MAY 29 2010 PM 03:15

C. GREGORY SOWARDS

**1613 Susquehanna Avenue
Placentia, California 92870
714.961.9011 Telephone
714.961.9012 Facsimile
Greg-Sowards@pacbell.net**

C. GREGORY SOWARDS

**1613 Susquehanna Avenue
Placentia, California 92870**

SUMMARY OF QUALIFICATIONS

- Over 25 years of strong and diverse experience in sales and marketing with an outstanding record of personal sales achievement and customer service.
- Productive and cooperative member of management team with input into planning, budgeting, projecting, marketing and policy decisions.
- Authoritative market knowledge in numerous product and service areas as well as compliance with applicable regulations.
- Able to reach corporate decision-makers with winning presentations, negotiate mutually beneficial agreements; build strong and lasting business relationships.
- Hire, train and develop highly competitive and energetic sales teams. Consistently exceed established sales and production goals.
- Organize, set up and exhibit products at trade shows and conventions.
- Create original marketing and advertising campaigns to introduce new products or open new territories.
- Highly focused and goal oriented; set realistic long and short term goals; direct all activity toward goal achievement and bottom line profitability.
- Represent multiple product lines; maintain high sales rates for each product.
- Structure contracts and agreements to involve long-term association.
- Willing to travel.

PROFESSIONAL EXPERIENCE

- 2006-2010 **COGNIS CORPORATION, LaGRANGE, IL**
National Key Account Manager
- Responsible for sales to key National Accounts
 - Coordinate planning and forecasting with materials management group.
 - Perform market research and analysis and execute sales plans accordingly.
 - Sales Manager of Omega 3 products in North America.

- 1999-2006 COGNIS CORPORATION, LaGRANGE, IL
National Sales Manager
- Responsible for US sales coordination
 - Hire, train and supervise sales force.
 - Perform market research and analysis and execute sales plans accordingly.
- 1998-1999 TRIARCO INDUSTRIES, INC., WAYNE, NJ
Director, Strategic Accounts
- Responsible for all Strategic Account Supervision.
 - Coordinate manufacturing with materials management group.
 - Plan, execute and monitor inventory levels based on customer projections.
 - Manage Customer Service function at this level.
- 1997-1998 ZETAPHARM, INC., NEW YORK, NY
Vice President, Fine Chemical Group
- Responsible for total operations of the Fine Chemical Group.
 - Travel and source materials globally.
 - Manage all activities of sales force.
 - Monitor and set gross profit margins to maximize profits.
 - Report directly to the President.
- 1986-1997 FALLEK CHEMICAL/TAKEDA USA, INC., ORANGEBURG, NY
Manager, West Coast Region
- Grew \$7 million territory to over \$50 million within 11 years.
 - Call on pharmaceutical manufacturers, food processors and animal feed blenders
 - Oversaw sales, assured meeting productions schedules, quality standards and specific customer requirements.
 - Opened Newport Beach Office. Hired, trained and developed staff of three Sales Representatives.
 - Generated 40% of the company's national revenue.
- 1984-1985 NUTRITIONAL RESEARCH LABORATORIES, LOS ANGELES, CA
Director, Sales and Marketing
- Directed all activities of sales staff.
 - Direct interface with Research and Development and Product Development
 - Performed market research and planning; selected target areas and companies.
 - Directed activities of the Purchasing Department.

EDUCATION

CALIFORNIA STATE UNIVERSITY, FULLERTON

Bachelor of Arts, Communications

Emphasis: Advertising and Public Relations

Member and past Chapter President: Sigma Alpha Epsilon Fraternity

PROFESSIONAL AFFILIATIONS

107th President, Drug, Chemical and Associated Technologies Association (DCAT)

Past President, Pacific Technology Exchange

Past three term President, Boys & Girls Club of Buena Park, California

Past Mayor, Mayor Pro Tem and Councilmember, City of Placentia

FAA Licensed Pilot

City of Placentia Application for City Treasurer

The City of Placentia is anticipating a vacancy for the unexpired term of City Treasurer.
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QUALIFICATIONS: All potential candidates must meet the following qualifications at the time of submitting their application:

1. City of Placentia residency
2. Active United States voter registration status

Please be advised that upon your appointment to the position of City Treasurer, you will be required to submit a Statement of Economic Interests (Form 700) within 30 days of appointment and complete state-mandated Ethics Training within one-year of appointment. The City Clerk's Office will assist you in the completion of these requirements, however, it should be noted that they are mandated by California State Law.

.....
APPLICATION

Name as registered to vote: RONALD MOLENDYK

Placentia residence address: 414 JADE AVENUE, PLACENTIA, CA. 92870
Street address, City, State, Zip

Telephone: 714-524-3157 Mobile Phone: 714-343-8688

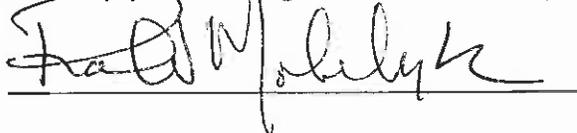
Email address: RON.MOLENDYK@ATT.NET

How long have you resided in the City of Placentia? 41 years

Please attach a letter and/or resume that provides the following information:

1. Your current and/or former employment
2. Your qualifications, strengths, and experience relevant to the City Treasurer position
3. Your reasons for applying for the appointed City Treasurer position

I hereby certify that the facts set forth in the above application and any attached materials are true and correct to the best of my knowledge. I understand that, if appointed, such appointment will be subject to verification of data provided in this application and any related documents. I understand that if appointed, I must comply with all regulations set forth by City and State law.

Candidate Signature:  Date: 12-1-10

For any questions, please contact (714) 993-8231

RONALD MOLENDYK
414 Jade Avenue, Placentia, CA 92870
Phone: 714.524.3157
Cellular: 714.343.8688

GOVERNMENT MANAGEMENT

QUALIFICATIONS & EXPERIENCE

45 years of executive experience in local government with the knowledge, experience and ability to manage and administer in public agencies and private business, and to deal effectively with people.

EDUCATION

Master of Science Degree, Administration: California State University, Long Beach
 Bachelor of Arts Degree, Recreation: California State University, Long Beach

WORK HISTORY

Municipal Consultant, Molendyk Associates: December 2000 – Present
Deputy City Manager, City of Maywood CA: May 2009 – March 2010
Parks and Recreation Director, City of Fullerton, CA: September 2004 – June 2007
Fairview Park Administrator/Special Projects, City of Costa Mesa: January 2002 – September 2004
City Manager / Redevelopment Agency and Public Finance Authority Executive Director, City of Perris, CA: May 1998 – November 2000
City Manager / Executive Director or Redevelopment Agency, Public Finance Authority, Recreation Authority / Transit Agency General Manager, City of Lake Elsinore, CA: October 1984 – May 1998 (Retired)
City Manager / City Clerk, City of Rolling Hills, CA: March 1984 – October 1984
Principal, Public Relations, Kobata Associates, Brea, CA: June 1981 – March 1984
Vice President / Partner, Integrity Enterprises, Placentia, CA: June 1981 – March 1984
Community Services Director, City of Brea, CA: January 1972 – June 1981
Parks and Recreation Director, City of Bell, CA: September 1967 – January 1972

CITY MANAGEMENT EXPERIENCE

CITY OF MAYWOOD - Deputy City Manager (Interim): May 2009 – March 2010

Under the direction of the City Manager, responsible for management of public works, parks and recreation, park and public works projects, special events, and transportation

CITY OF FULLERTON - Parks and Recreation Director (Interim): September 2004 – June 2007

Under the direction of the City Manager, responsible for the planning and execution of City and Department policies and programs.

Responsible for overall coordination, direction and financial management of the Parks and Recreation Department and its five divisions: Administration and Park Management, Human Services, Family and Senior Services, Recreation Services, and Cultural and Event Services.

Oversaw 52 parks and open space, 28 miles of trails, facilities including community centers, historic buildings, museums, sports complexes, and an aquatics facility with a \$5.4 million operating budget and \$20 million capital budget.

Results: Successfully implemented City Manger mandates to provide a balanced budget, improve community relations, complete major capital improvement projects, and develop a more entrepreneurial, efficient Parks and Recreation Department.

CITY OF COSTA MESA- Fairview Park Administrator/Special Projects: January 2002 – September 2004
 Administrator (P.T.) under Public Services Director to master plan; develop improvements at Fairview Park, a 50 acre park with emphasis being a natural resource. Worked with resource agencies, US Fish and Wildlife, State Fish and Game, Grants, Water Quality, Vernal Pools, Educational programs; work with citizens committee, residents, park & recreation commission and City Council.

Orange County River Park – a co-operative effort between the cities of Costa Mesa, Newport Beach, Huntington Beach, and County Harbors, Beaches, and Parks; city representative

Worked on renovation of Te-Winkle Park Lake and City Skateboard Park.

CITY OF PERRIS - City Manager, Executive Director of Redevelopment Agency, Public Finance Authority and Public Utilities Commission (Interim): May 1998 – November 2000

Administrative Head under direction of the Mayor and City Council/boards. Responsible for the efficient administration of all services for the City and its agencies including but not limited to finance, economic development, budget, grants, planning, public works, Police, Fire, intergovernmental and community relations, staff support to City Council, boards and agencies, and Planning Commission.

Oversaw financing strategy, paid down short- and long-term total debt for the City and Redevelopment Agency of \$10.5 million, contract services for personnel, finance, building and landscape maintenance.

Results: Balanced the budget for a city with serious financial problems, reduced operating costs by \$1 million, completed three audits reducing costs, and established a financial reserve where there was none.

CITY OF LAKE ELSINORE - City Manager / Executive Director of Redevelopment Agency, Public Finance Authority and Recreation Authority / General Manager, Transit System: October 1984 – May 1988 (Retired)

Administrative head of the City under the direction of the City Council and boards. Responsible for the efficient administration of all services of the City and its agencies.

Provide direct staff support to City Council members in a variety of areas, social functions, and public and agency meetings.

Worked directly with City commissions, special committees, and sub-committees and interacted with other agencies and boards as necessary. Supervised publication of a City newsletter/brochure, subsidized by advertisements.

Worked with the Chamber of Commerce and local businesses in the areas of economic development, community promotion, youth and senior employment discount programs, special businesses and community events.

Acted as liaison to Council and commissions for community services organizations, homeowners associations, senior citizens, Hispanic-American groups, the Sister City Committee, Historical Society, youth groups and cultural diversity events.

Results: Resolved critical budget issues, improved operating departments and the City image, oversaw major economic and redevelopment projects including Lake Elsinore Outlet Center, downtown revitalization, a professional baseball stadium, and other major residential and commercial developments.

PRIVATE MANAGEMENT EXPERIENCE**Municipal Consultant** - Molendyk Associates, Placentia, CA: December 2000 – Present

Management services in the areas of economic development, redevelopment, parks and recreation and grants. Cities served: Artesia, Beaumont, Calimesa, Costa Mesa, Fullerton, Indio, Hawaiian Gardens, La Puente, Lake Elsinore, Lake Forest, Maywood, Moreno Valley, Paramount, Perris, Placentia, San Clemente, San Dimas, San Juan Capistrano, Silverado-Modjeska Park and Recreation District, and San Diego Surfing Academy

Principal, Public Relations, Kobata Associates, Landscape Architects, Brea and Camarillo, CA: June 1981 – March 1984

Provided planning, development, construction and management services. Worked specifically with government agencies (federal, state, county, city and school districts) in the area of parks and recreation, public works and redevelopment projects.

Utilized skills in marketing and public relations and worked with elected officials, boards, commissions, staff and community groups, and prepared and presented proposals, plans and studies at public hearings.

Vice President / Partner, Integrity Enterprise, Inc., Placentia, CA June 1981 – March 1984

Management responsibilities of wholesale bowling supplies business including marketing, customer relations, finance/budget, personnel, planning, vehicle maintenance, facility management, legal negotiations and interfacing with corporate officers and manufacturers' representatives.

CERTIFICATES AND TRAINING

Disaster Assessment Seminar, State of California

Social Services Seminar, League of California Cities

Human Services Seminar, Southern California Association of Governments

Collective Bargaining, University of California, Los Angeles

Labor Relations Institute, League of California Cities

National Incident Management System (SEMS/NIMS/ICS) Certification

PROFESSIONAL AFFILIATIONS

International City Managers Association

Inland Empire City Managers Association

Lambda Alpha International – Land Economics

Board of Directors – County of Riverside Development Corporation

Board of Directors – Community Development Corporation – Lake Elsinore Valley

Community Redevelopment Agencies Association

Board of Directors, North Orange County YMCA: 1982 – 1984

California Parks and Recreation Society

State Board of Directors/Administration Section: 1978 – 1980; 1981 – 1983

Board of Directors, District Ten: 7 years

President, District Ten: 1976

Horticultural Advisory Board, Fullerton College: 1975 – 1983

American Association of Public Works

Western Alliance of Arts Administrators

Guest Lecturer – California State University – Long Beach

Traffic Commissioner – City of Placentia 1982 – 1988

Instructor/Coordinator – International Training Course California State University Fullerton

November 30, 2010

Dear Mayor and City Council

Re: Application for City Treasure – Placentia

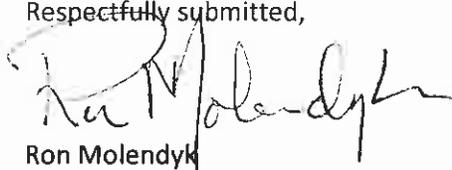
I appreciate your consideration of my application for City Treasurer for the City of Placentia.

Community Involvement – I have lived in the City of Placentia since 1969 (41 years). My involvement has been Chair and Member of the City of Placentia Traffic Commission 1982-1988. Also, I have participated in YMCA, Chamber, Tri-City Park, Little League and Community Events.

Professional Qualifications – Retired City Manager (18 years), Municipal Consultant and former Placentia business owner. I understand the position of City Treasurer, its duties, responsibilities to residents, City Council and City Management. As a former City Manager I have knowledge of municipal financing, redevelopment agencies, etc.

City Treasurer – I am applying to be involved with serving my City. To be part of making the City financially stable and to support the City's mission of making "Placentia a Pleasant Place."

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Ron Molendyk". The signature is written in a cursive style with a large initial "R" and "M".

Ron Molendyk

**City of Placentia
Application for City Treasurer**

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Deadline to submit application to the City Clerk's Office is **December 9, 2010, 5:30 p.m.**

Forms must be returned to: City Clerk's Office, 401 E. Chapman Avenue, Placentia, CA 92870

CITY TREASURER DESCRIPTION: The City Treasurer is an elected position and, by charter, is custodian of all public funds belonging to, or under the control of, the City or any office, department, or agency thereof. As custodian of all public funds, the City Treasurer, with the cooperation and assistance of the Finance Department, receives all monies coming into local financial institutions. The City Treasurer receives fifty dollars (\$50.00) per month compensation.

QUALIFICATIONS: All potential candidates must meet the following qualifications at the time of submitting their application:

- 1. City of Placentia residency - 20 yrs
- 2. Active United States voter registration status - Yes

Please be advised that upon your appointment to the position of City Treasurer, you will be required to submit a Statement of Economic Interests (Form 700) within 30 days of appointment and complete state-mandated Ethics Training within one-year of appointment. The City Clerk's Office will assist you in the completion of these requirements, however, it should be noted that they are mandated by California State Law.

APPLICATION

Name as registered to vote: CRAIG S. GREEN

Placentia residence address: 650 NERUNO AVE PLACENTIA, CA 92870
Street address, City, State, Zip

Telephone: (714) 524-8603 Mobile Phone: (714) 222-8603

Email address: CRAIG-GREEN@PRODIGY.NET

How long have you resided in the City of Placentia? 20 YEARS

Please attach a letter and/or resume that provides the following information:

- 1. Your current and/or former employment
- 2. Your qualifications, strengths, and experience relevant to the City Treasurer position
- 3. Your reasons for applying for the appointed City Treasurer position

I hereby certify that the facts set forth in the above application and any attached materials are true and correct to the best of my knowledge. I understand that, if appointed, such appointment will be subject to verification of data provided in this application and any related documents. I understand that if appointed, I must comply with all regulations set forth by City and State law.

Candidate Signature:  Date: 12-7-10

For any questions, please contact (714) 993-8231

Craig S. Green

Attachment to Application for Appointment to City Treasurer

Address: 650 Nenno Avenue, Placentia, California 92870 = 20 years

Phone: (714) 524-8602 = Home (714) 222-8603 = Cell

Email: craig-green@prodigy.net

Employment:

Senior Field Representative for California Assemblyman Chris Norby –
work out of the District Office in Brea

Qualifications:

I have been ‘involved’ with the financial world of the City of Placentia for almost 8 years now. I have been on the Citizen’s Financial Oversight Committee for two years and am now the Vice-Chairman. Having studied the various financial documents of the City I am well-versed in the overall financial picture of the City and am willing to spend the time necessary to continue the efforts to financial stability and transparency. My strengths in this area include my tenacity in pursuing the issues and

Reasons for applying for the Treasurer position:

I can make a positive difference in City Finances and reporting by following up on the entire financial picture of the City. Also, by ensuring transparency and timely reporting and asking questions when appropriate. I can put my last 8 years of experience with City Finances to work in a positive way.

If selected I will not need the City’s Health Insurance – That saves the City money.



Respectfully Submitted: Craig Green

Received 12/10/10
5:08pm LGS

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APPLICATION

Name as registered to vote: Dwayne Carl DeRose

Placentia residence address: 846 CARINA Ave, Placentia, CA 92870
Street address, City, State, Zip

Telephone: 714-996-9697 Mobile Phone: 909-938-9697

Email address: pplsderose@pacbell.net

How long have you resided in the City of Placentia? 28.3 years

Please attach a letter and/or resume that provides the following information:

1. Your current and/or former employment
2. Your qualifications, strengths, and experience relevant to the City Treasurer position
3. Your reasons for applying for the appointed City Treasurer position

I hereby certify that the facts set forth in the above application and any attached materials are true and correct to the best of my knowledge. I understand that, if appointed, such appointment will be subject to verification of data provided in this application and any related documents. I understand that if appointed, I must comply with all regulations set forth by City and State law.

Candidate Signature: Dwayne C. DeRose Date: 12/08/10

For any questions, please contact (714) 993-8231

Dwayne DeRose
846 Carina Ave. Placentia, CA 92870
(714) 996-9697 home
(909) 938-9697 cell

Wife - Kathy
Daughter - Lindsey
Son - Travis
Cat - Garfield

Employment / Experience

Verizon Communications – 23 years

Position: Fleet Services - Contracts - 7 years

In my current position I manage a sizeable number of contracts utilized to maintain the fleet of approximately 40,000 vehicles. In addition I manage the incoming and internal parts flow of our facilities in California, Texas, Florida, Massachusetts and Rhode Island.

National Sales Manager - Technical Engineering Services to external marketplace - 6 years
Managed contract development, implementation and execution. Managed engineering and sales staffs to effectively develop opportunities. Successfully managed profitable and efficient assumption of roles and activities of numerous engineering and testing operations.

Engineer - Calibration and Test Engineering - 10 years

Personal Experience:

HOA member - Silver Sands, Palm Desert - Landscaping
Placentia Chamber of Commerce - Vice President
Current applicant – Shadow Hills – HOA Board member

Education:

High School
Bachelor of Science – Business Administration

Conclusion:

My experience, both personally and professionally, establishes me up as a significant resource for business and financial review, contract negotiation, review, investments and overall operations.

We have a vested interest in this community with our residency of 28+ years, our involvement in the schools, volunteer positions and the Chamber of Commerce. I can be a GREAT ASSET to the City of Placentia fulfilling the duties of Treasurer. I am definitely focused on what is appropriate for the community, homeowners and businesses. I understand that the overall prosperity of our city, safety, the appearance of our community, and financial management is vital to the City of Placentia and our businesses and our homeowners.

APPLICATION

DEC 09 2010 AM 10:26

Name as registered to vote: MARK R. JOHNSON

Placentia residence address: 1037 MAGNOLIA AVE, PLACENTIA, CA 92870
Street address, City, State, Zip

Telephone: 714-961-0342 Mobile Phone: 714-732-7822

Email address: MARKRJ300@AOL.COM

How long have you resided in the City of Placentia? 17 YEARS

Please attach a letter and/or resume that provides the following information:

1. Your current and/or former employment
2. Your qualifications, strengths, and experience relevant to the City Treasurer position
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Candidate Signature: Mark R. Johnson Date: 12-7-10

For any questions, please contact (714) 993-8231

MARK JOHNSON
1037 Magnolia Ave.
Placentia, CA 92870
714-961-0342

My name is Mark Johnson. I have been a resident here in Placentia now for 17 years. I bought my house back when I was single, but now have a beautiful wife of 13 years, and 2 children ages 7 and 6. I was employed at Country Hills Liquor & Deli in Brea (on the corner of Birch & Kraemer) for 27 years – before it sold in July of 2010. I had been managing that convenience store for 23 years, but when the owner retired about 10 years ago, I took over all responsibilities for running the store. The owner, now well into his retirement, put it up for sale and I stayed with them until the very last day.

I was offered a management position by the new owner, but I declined, and decided to retire early at 45 years of age. Luckily, I have set myself up well enough to be able to do that. The store I ran did well over a million dollars a year in business. We had between 10 - 15 employees. I was responsible for recruiting, interviewing, hiring, training and managing all employees. I was also responsible for all operational areas such as advertising, marketing, sales, personnel, ordering, inventory control, workplace safety, and customer satisfaction. I was a member of the California Lottery Retail Advisory Board last year.

This year, I am Treasurer of the PTA at my children's school, Morse Elementary School. I volunteer 3 days a week in my children's classrooms – to allow the teachers to be spend more time with the children. Most of my life I have worked with, and managed money. I have written checks, made deposits, manually done payroll, prepared all information and documents for accountants and tax preparers, etc.

I am applying for the City Treasurer's position because I have been interested in becoming more involved in my community and now I have the time to dedicate to a position like this. My whole life has been working with money, checks, payments, etc. I met Chad Wanke this fall at a local event and we spoke for quite awhile. I liked what he had to say and I would consider it an honor to follow in his footsteps. I would love to use my newly found time to help the city I live in by becoming its Treasurer.

Thank you,



Mark Johnson

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APPLICATION

Name as registered to vote: JOSEPH EDWARD MCLEAN

Placentia residence address: 376 Hawaii Way, Placentia CA 92870
Street address, City, State, Zip

Telephone: 714-577-8985 Mobile Phone: 714-883-3868

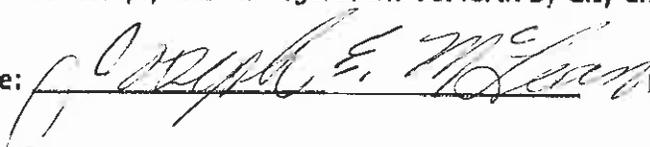
Email address: joemclean3@yahoo.com

How long have you resided in the City of Placentia? 18 yr

Please attach a letter and/or resume that provides the following information:

1. Your current and/or former employment
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Candidate Signature:  Date: 12/9/10

For any questions, please contact (714) 993-8231

Joe McLean
376 Hawaii Way
Placentia
Home 714-577-8985
joemcleanp3@yahoo.com
Work 714-996-5451

Personal

Placentia resident for 18 years
Graduated with BA in Geography from Cal State University Fullerton
Married 32 years, 2 children

Employment information

McLean Inc is our family business which started in 1964.
Manufacturer of machinery for sale and products for Black & Decker, Schlage locks, etc.
General Manager since 1993.
Currently overseeing finances, operations, and employees
2001 we had 3 shifts and 66 employees, currently 1 shift and 11 employees

Community involvement

Member of Placentia CERT
Placentia RACES since about 1999
Volunteered with Earth Week Run and Heritage Days Parade
Have worked with Mike McConaha and Eddie De La Torre

Served as Scoutmaster for two years in 1986, again for two years in 2004
Served as councilor to the Bishop of my church from 1981-1985, and 1998-2004
Assisting in overseeing organizations, expenditures and facility used by 150-200 families

Strengths, Qualifications and Experience

I have extensive business background with financial planning, budgeting and forecasting because of my involvement in our family business. As a long-term resident and many years of volunteering for community activities I feel I can be an asset to our city.

My interest and desire is to help our community remain strong and a great place to live.