



Regular Meeting Agenda February 19, 2019

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

Rhonda Shader
Mayor

Ward L. Smith
Mayor Pro Tem

Craig S. Green
Councilmember

Chad P. Wanke
Councilmember

Jeremy B. Yamaguchi
Councilmember

Patrick J. Melia
City Clerk

Kevin A. Larson
City Treasurer

Damien R. Arrula
City Administrator

Christian L. Bettenhausen
City Attorney

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

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

Mission Statement

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

Vision Statement

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

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

Procedures for Addressing the Council/Board Members

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

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

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

Special Accommodations

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

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

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

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING AGENDA - CLOSED SESSION
February 19, 2019
5:00 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

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

ORAL COMMUNICATIONS:

At this time the public may address the City Council and Boards of Directors concerning any items on the Closed Session Agenda only. There is a five (5) minute time limit for each individual addressing the City Council and Boards of Directors.

The City Council and Boards of Directors will recess to the City Council Caucus Room for the purpose of conducting their Closed Session proceedings.

1. Pursuant to Government Code Section 54957.6
CONFERENCE WITH LABOR NEGOTIATOR
Agency Designated Representatives: Damien R. Arrula, City Administrator
Rosanna Ramirez, Director of Administrative Services
Employee Organizations: Placentia City Employees Association (PCEA), Placentia Police Officers Association (PPOA), Placentia Police Management Association (PPMA), and Unrepresented Employees
2. Pursuant to Government Code Section 54956.9(d)(2):
CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation
Significant exposure to litigation: (1 Case)
3. Pursuant to Government Code Section 54956.9(d)(1):
CONFERENCE WITH LEGAL COUNSEL – Existing Litigation
Name of Case: Joseph V. Aguirre vs City of Placentia, et al.
Orange County Superior Case No. 30-2018-00999734-CU-BC-CJC
4. Pursuant to Government Code Section 54956.9(d)(4):
CONFERENCE WITH LEGAL COUNSEL – Potential Initiation of Litigation
Significant exposure to litigation: (1 Case)

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

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING AGENDA
February 19, 2019
7:00 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

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

INVOCATION: Chaplain Kenneth Curry

PLEDGE OF ALLEGIANCE: Boy Scout Troop 723 Honor Guard

PRESENTATION:

- a. **Recognition of City Administrator Damien R. Arrula For Being Named as One of Orange County’s 100 Most Influential by the Orange County Register**
Recipient: Damien R. Arrula
Presenter: Mayor Shader

- b. **Recognition of Police Explorer Poornima Somaiah for Her achievement in the Police Explorer Tactical Competition**
Recipient: Poornima Somaiah
Presenters: Mayor Shader and Chief of Police Lenyi

- c. **Proclamation of “Do the Right Thing” Award to Carole Nixon for 30 Years of Outstanding Service and Commitment to the Placentia Heritage Festival Committee**
Recipient: Carole Nixon
Presenter: Mayor Shader

CLOSED SESSION REPORT:

CITY ADMINISTRATOR REPORT:

ORAL COMMUNICATIONS:

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

CITY COUNCIL/BOARD MEMBER COMMENTS:

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

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

- 1.a. **Consideration to Waive Reading in Full of all Ordinances and Resolutions**
Fiscal Impact: None
Recommended Action: Approve
- 1.b. **City Fiscal Year 2018-19 Register for February 19, 2019**
Check Register
Fiscal Impact: \$805,103.61
Electronic Disbursement Register
Fiscal Impact: \$587,244.35
Recommended Action: It is recommended that the City Council:
 1) Receive and file
- 1.c. **Resolution Adopting the Annual Statement of Investment Policy for 2019**
Fiscal Impact: None
Recommended Action: It is recommended that the City Council:
 1) Adopt Resolution No. R-2019-03, A resolution of the City Council of the City of Placentia, California, adopting the annual Statement of Investment Policy for the Year 2019.
- 1.d. **Second Reading of Ordinance No. O-2019-01 of the City Council of the City of Placentia, California, whereby Chapter 23.73 of the Municipal Code, currently entitled "Second Units" shall be amended to comply with new State regulations regarding accessory dwelling units and making conforming changes to Chapters 23.04, 23.10, 23.12, 23.15, 23.25, 23.72 and 23.107 of the Municipal Code (Zoning Code Amendment 2018-03)**
Fiscal Impact: None
Recommended Action: It is recommended that the City Council:
 1) Waive full reading, by title only, and adopt Ordinance O-2019-01, An ordinance of the City Council of the City of Placentia, amending Chapter 23.73 of the Municipal Code, currently entitled "Second Units" to comply with new State regulations regarding accessory dwelling units and making conforming changes to Chapters 23.04, 23.10, 23.12, 23.15, 23.25, 23.72 and 23.107 of the Municipal Code; and
 2) Find that the adoption of the ordinance is categorically exempt from environmental review and direct Staff to file a Notice of Exemption, in that CEQA Guidelines Section 15282(h) establishes that "the adoption of an ordinance regarding second units in a single-family or multifamily zone by a city or county to implement the provisions of Sections 65852.1 and 65852.2 of the Government Code" relating to "granny" housing and "second unit ordinances" are exempt from the requirements of CEQA.
- 1.e. **Second Reading of Ordinance No. O-2019-02 Adding Chapter 3.32 to the City's Municipal Code, Entitled "Transactions and Use Tax, Citizens' Oversight Committee"**
Fiscal Impact: None
Recommended Action: It is recommended that the City Council:
 1) Waive full reading, by title only, and adopt Ordinance O-2019-02, An ordinance of the City Council of the City of Placentia, California adding chapter 3.32 to the City's Municipal Code, entitled "Transaction and Use Tax, Citizens' Oversight Committee."
- 1.f. **Disposition of Real Property Consisting of a Single Parcel Located at 120 South Bradford Avenue (APN 339-052-28) Owned by Art M. Gastelum**
Fiscal Impact: Expenses: \$282,904.05 Purchase of 120 S. Bradford Avenue
 Funding: \$282,904.05 General Fund Savings in Lease & Risk Management Budget/FY 2019-20 Anticipated Sale of Chamber of Commerce Property at 117 N. Main Street

Recommended Action: It is recommended that the City Council:

- 1) Approve Resolution R-2019-04, A Resolution of the City Council of the City of Placentia, California, approving a Purchase and Sale Agreement with Art M. Gastelum for real property located at 120 South Bradford Avenue and authorizing the sale of property in connection therein and, finding that the acquisition of said property is not a project for the purposes of CEQA as defined by the California Public Resources Code Sections 21065 and 21080; and
- 2) Approve the Purchase and Sale Agreement with Art M. Gastelum for real property located at 120 South Bradford Avenue; and
- 3) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

1.g. **First Quarter Fiscal Year 2018-19 Treasurer's Report**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Receive and file the first quarter Fiscal Year 2018-19 Treasurer's Report.

2. PUBLIC HEARING:

2.a. **Public Hearing and Consideration of Proposed Programs and Activities to Be Submitted to the County of Orange for Community Development Block Grant (CDBG) Funding for Fiscal Year 2019-20**

Fiscal Impact: CDBG Funds in the Amount of \$428,563 For Fiscal Year 2019-20

Recommended Action: It is recommended that the City Council:

- 1) Open the Public Hearing to consider proposed programs and activities for the Community Development Block Grant Funding for Fiscal Year 2019-20; and
- 2) Receive the Staff report, consider all public testimony, ask any questions of Staff; and
- 3) Close the Public Hearing; and
- 4) Authorize the City Administrator to submit an application to the County of Orange to receive CDBG Funds to support public service programs, public facilities improvements, housing rehabilitation needs and administrative expenses in the amount of \$428,563 for Fiscal Year 2019-20.

3. REGULAR AGENDA:

3.a. **Amendment No. 3 to City Administrator Employment Agreement**

Fiscal Impact: \$26,381.13

Recommended Action: It is recommended that the City Council:

- 1) Approve Amendment No. 3 to the City Administrator's Employment Agreement, to be executed by the Mayor, in a form approved by the City Attorney.

3.b. **Fiscal Recap of 2018 Heritage Festival and Approval of 2019 Event**

Fiscal Impact: 2018 Expense: \$94,335 (Includes Staff Costs)

2018 Revenue: \$32,854

2018 Net Cost: \$61,481 City General Fund

2019 Expense: \$62,000 Estimated Expenditures for FY 2019-20

Recommended Action: It is recommended that the City Council:

- 1) Approve the Heritage Festival Committee's recommendation of event date and location for the 2019 Heritage Parade and Festival; and
- 2) Consider the Heritage Festival Committee's request for the City to fund \$62,000 for the 2019 Heritage Festival in the Fiscal Year 2019-20 budget.

3.c. **Consideration of Appointments to Fill Vacancies on the Citizens' Oversight Committee**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Make the necessary appointments to fill the three (3) positions on the Citizens' Oversight Committee.
 - a. Two (2) members from the Citizens' Fiscal Sustainability Task Force; and
 - b. One (1) member from the Financial Audit Oversight Committee; and
 - c. Two members shall serve a four (4) year term and one member shall serve a two (2) year term.

3.d. **Second Quarter Fiscal Year 2018-19 Treasurer's Report**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Receive and file the Second Quarter Fiscal Year 2018-19 Treasurer's Report.

3.e. **Resolution of Intent to Establish an Enhanced Infrastructure Financing District (EIFD)**

Fiscal Impact: \$8.2 Million in Property Tax Increment Revenue Over 20 Years

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2019-05, A resolution of intent of the City Council of the City of Placentia, California proposing to establish Placentia Enhanced Infrastructure Financing District to finance the construction and/or acquisition of capital improvements, establishing a Public Financing Authority, and authorizing certain other actions related thereto; and
- 2) Authorize the City Administrator, or his designee, to execute all documents necessary, in a form approved by the City Attorney.

CITY COUNCIL/BOARD MEMBERS REQUESTS:

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

ADJOURNMENT:

The City Council/Housing Successor Agency/ICDA Agency Board of Directors will adjourn to Tuesday, March 5, 2019 at 5:00 p.m.

TENTATIVE AGENDA FORECAST

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

- Agreement for Street Sweeping Services
- Traffic Signal Power Outage Policy Update
- Final Tract Map for Van Buren Industrial Development

CERTIFICATION OF POSTING

I, Rosanna Ramirez, Director of Administrative Services of the City of Placentia and Assistant Secretary of the Industrial Commercial Development Authority and Housing Successor Agency, hereby certify that the Agenda for the February 19, 2019 meetings of the City Council, Housing Successor Agency, and Industrial Commercial Development Authority was posted on February 14, 2019.

Rosanna Ramirez, Director of Administrative Services

City of Placentia
Check Register
For 02/19/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
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Grand Total: 805,103.61

Check Totals by ID

AP	805,103.61
EP	0.00
IP	0.00
OP	0.00

Fund Name

Check Totals by Fund

Void Total: 0.00

Check Total: 805,103.61

101-General Fund (0010)	293,880.25
205-State Gas Tax (0017)	9,142.92
208-Secssr Agency Ret Oblg (0054)	456.79
209-State Gas Tax - RMRRA (0060)	2,000.00
211-PEG Fund (0058)	3,190.25
215-Air Quality Management (0019)	480.00
224-Asset Seiz 15% Training (0073)	76.42
227-Explorer Grant NOC (0076)	21.55
228-NOC-Public Safety Grant(0061)	182.28
229-Comm Trans Hous Grant (0062)	109.52
233-Gen Plan Update Fees (0074)	17,667.08
247-TOD Sewer Impact Fees (0071)	35,255.35
260-Street Lighting District (0028)	2,000.00
261-Public Safety CFD (0055)	2,000.00
265-Landscape Maintenance (0029)	31,029.09
270-CDBG Fund (0030)	144,766.04
275-Sewer Maintenance (0048)	927.01
280-Misc Grants Fund (0050)	187.08
401-City Capital Projects (0033)	480.00
501-Refuse Administration (0037)	254,993.03
601-Employee Health & Wlfre (0039)	1,275.26
701-Special Deposits (0044)	4,983.69

Check Total: 805,103.61

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

User: Teri Knutson

Report: AP1400M <3.00>: AP: Warrant List - Machine

1. b.
February 19, 2019

**City of Placentia
Check Register
For 02/12/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	AED INSTITUTE OF AMERICA V011019	AED UNITS	103040-6055 Medical Services	AP013119	3,539.59	010819M6		00100311	01/31/2019
					Check Total:	3,539.59			
MW OH	ALL CITY MANAGEMENT V000005	12/2-15 CROSSING GUARD SVS	103047-6290 Dept. Contract Services	AP013119	3,393.25	58453	P11361	00100312	01/31/2019
MW OH	ALL CITY MANAGEMENT V000005	12/16-29 CROSSING GUARD SVS	103047-6290 Dept. Contract Services	AP013119	1,696.63	58735	P11361	00100312	01/31/2019
					Check Total:	5,089.88			
MW OH	AMERICAN OFFICE V009212	OFFICE CHAIRS	102020-6315 Office Supplies	AP013119	323.25	10579		00100313	01/31/2019
					Check Total:	323.25			
MW OH	AT&T V011041	JAN CITY HALL INTERNET, VOICE	109595-6215 Telephone	AP013119	1,127.04	9426826404		00100314	01/31/2019
					Check Total:	1,127.04			
MW OH	ATHENS SERVICES V006622	NOV STREET SWEEPING SVS	374386-6290 Dept. Contract Services	AP013119	13,350.46	5945273	P11440	00100315	01/31/2019
MW OH	ATHENS SERVICES V006622	DEC STREET SWEEPING SVS	374386-6290 Dept. Contract Services	AP013119	11,605.09	6082351	P11440	00100315	01/31/2019
					Check Total:	24,955.55			
MW OH	BANK OF AMERICA V008179	DEC S.A. BANK FEES	547525-6099 Professional Services	AP013119	114.99	0013170107		00100316	01/31/2019
					Check Total:	114.99			
MW OH	BEAR ELECTRICAL V010997	NOV TRAFFIC SIGNAL MAINT	103590-6099 Professional Services	AP013119	3,165.00	7229	P11430	00100317	01/31/2019
MW OH	BEAR ELECTRICAL V010997	NOV EMERGENCY SIGNAL MAINT	103590-6099 Professional Services	AP013119	7,569.75	7309	P11430	00100317	01/31/2019
					Check Total:	10,734.75			
MW OH	CALIFORNIA CHAMBER OF V002187	LABOR LAW POSTERS, PAMPHLETS	101512-6320 Books & Periodicals	AP013119	471.05	11289165		00100318	01/31/2019

**City of Placentia
Check Register
For 02/12/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	471.05				
MW OH	CALIFORNIA GATE & ENTRYPW V010729	YARD GATE MAINT	103654-6137 Repair Maint/Equipment	AP013119	105.00	116466		00100319	01/31/2019
				Check Total:	105.00				
MW OH	CALIFORNIA STATE V004813	P/E 1/26/19 PD 2/1/19	0010-2196 Garnishments W/H	AP013119	1,046.29	020119A		00100320	01/31/2019
MW OH	CALIFORNIA STATE V004813	P/E 1/26/19 PD 2/1/19	0037-2196 Garnishments W/H	AP013119	69.23	020119A		00100320	01/31/2019
MW OH	CALIFORNIA STATE V004813	P/E 1/26/19 PD 2/1/19	0029-2196 Garnishments W/H	AP013119	18.00	020119A		00100320	01/31/2019
MW OH	CALIFORNIA STATE V004813	P/E 1/26/19 PD 2/1/19	0048-2196 Garnishments W/H	AP013119	156.46	020119A		00100320	01/31/2019
				Check Total:	1,289.98				
MW OH	CITY OF ANAHEIM V010186	DEC-JAN ELECTRICAL CHARGES	109595-6330 Electricity	AP013119	64.11	011719		00100321	01/31/2019
				Check Total:	64.11				
MW OH	CITY OF BREA V000125	PRINTING SVS - BUSINESS CARDS	104071-6301 Special Department Supplies	AP013119	5.32	ASCS000967		00100322	01/31/2019
				Check Total:	5.32				
MW OH	DATA TICKET INC. V006119	DEC CITATION PROCESSING SVS	102533-6290 Dept. Contract Services	AP013119	267.00	96817		00100323	01/31/2019
				Check Total:	267.00				
MW OH	EMPIRE MEDIA V010651	DEC MEDIA PRODUCTION SVS	581573-6099 Professional Services	AP013119	3,190.25	0062	P11370	00100324	01/31/2019
				Check Total:	3,190.25				
MW OH	FLORES, JIM V011094	POOL BOND REFUND	0044-2045 Construction Deposits(Swim)	AP013119	500.00	501-1-715		00100325	01/31/2019
				Check Total:	500.00				
MW OH	FRANCHISE TAX BOARD	P/E 1/26/19 PD 2/1/19	0029-2196	AP013119	6.00	020119A		00100326	01/31/2019

**City of Placentia
Check Register
For 02/12/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000404		Garnishments W/H						
MW OH	FRANCHISE TAX BOARD V000404	P/E 1/26/19 PD 2/1/19	0010-2196 Garnishments W/H	AP013119	48.00	020119A		00100326	01/31/2019
MW OH	FRANCHISE TAX BOARD V000404	P/E 1/26/19 PD 2/1/19	0048-2196 Garnishments W/H	AP013119	6.00	020119A		00100326	01/31/2019
Check Total:					60.00				
MW OH	FUJITEC AMERICA INC V006496	ELEVATOR REPAIRS	103654-6290 Dept. Contract Services	AP013119	1,776.00	I100347926		00100327	01/31/2019
MW OH	FUJITEC AMERICA INC V006496	ELEVATOR MAINT	103654-6290 Dept. Contract Services	AP013119	2,710.74	I100349023		00100327	01/31/2019
Check Total:					4,486.74				
MW OH	GOLDEN STATE WATER V000928	NOV-JAN WATER CHARGES	109595-6335 Water	AP013119	3,931.30	013119		00100328	01/31/2019
MW OH	GOLDEN STATE WATER V000928	NOV-JAN WATER CHARGES	296561-6335 Water	AP013119	3,854.30	013119		00100328	01/31/2019
Check Total:					7,785.60				
MW OH	HDL COREN & CONE V001564	JAN-MAR PROPERTY TAX MGMT SVS	02020-6099 Professional Services	AP013119	3,465.00	0026213-IN		00100329	01/31/2019
Check Total:					3,465.00				
MW OH	HENSEL DIVERSIFIED V007413	HOUSING REHAB - 1772 VINCENTE	302535-6401 Community Programs	AP013119	17,720.00	0924181		00100330	01/31/2019
Check Total:					17,720.00				
MW OH	HIGH PEAKS PLANNING LLC V010423	NOV GENERAL PLAN UPDATE SVS	749822-6017 Special Studies	AP013119	1,709.00	GPU 2018-11	P11448	00100331	01/31/2019
MW OH	HIGH PEAKS PLANNING LLC V010423	DEC GENERAL PLAN UPDATE SVS	749822-6017 Special Studies	AP013119	2,825.00	GPU 2018-12	P11448	00100331	01/31/2019
Check Total:					4,534.00				
MW OH	HOME DEPOT CREDIT V010624	TAMALE FESTIVAL SUPPLIES	103652-6301 Special Department Supplies	AP013119	213.01	1033601		00100332	01/31/2019

**City of Placentia
Check Register
For 02/12/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	HOME DEPOT CREDIT V010624	FIELD REPAIR SUPPLIES	296561-6130 Repair & Maint/Facilities	AP013119	30.97	3011756		00100332	01/31/2019
MW OH	HOME DEPOT CREDIT V010624	FACILITY REPAIR SUPPLIES	103654-6301 Special Department Supplies	AP013119	90.64	3025464		00100332	01/31/2019
MW OH	HOME DEPOT CREDIT V010624	KRAEMER MEDIAN SUPPLIES	101904-6185 Construction Services	AP013119	117.22	33611		00100332	01/31/2019
MW OH	HOME DEPOT CREDIT V010624	ROOF PANELS	103654-6301 Special Department Supplies	AP013119	290.60	4011970		00100332	01/31/2019
MW OH	HOME DEPOT CREDIT V010624	PD RESTROOM REPAIR SUPPLIES	103654-6301 Special Department Supplies	AP013119	23.85	4023064		00100332	01/31/2019
MW OH	HOME DEPOT CREDIT V010624	GRAFFITI REMOVAL SUPPLIES	103652-6301 Special Department Supplies	AP013119	177.35	4025244		00100332	01/31/2019
MW OH	HOME DEPOT CREDIT V010624	PD RESTROOM REPAIR SUPPLIES	103654-6301 Special Department Supplies	AP013119	129.67	5017208		00100332	01/31/2019
MW OH	HOME DEPOT CREDIT V010624	PARK REPAIR SUPPLIES	103655-6301 Special Department Supplies	AP013119	222.13	5022966		00100332	01/31/2019
MW OH	HOME DEPOT CREDIT V010624	FIELD REPAIR SUPPLIES	296561-6130 Repair & Maint/Facilities	AP013119	50.30	5025116		00100332	01/31/2019
MW OH	HOME DEPOT CREDIT V010624	ROOF REPAIR MATERIALS	103654-6301 Special Department Supplies	AP013119	154.48	5025160		00100332	01/31/2019
MW OH	HOME DEPOT CREDIT V010624	CREDIT	296561-6130 Repair & Maint/Facilities	AP013119	-33.66	5121973		00100332	01/31/2019
MW OH	HOME DEPOT CREDIT V010624	BUILDING MAINT SUPPLIES	103654-6301 Special Department Supplies	AP013119	41.21	6011631		00100332	01/31/2019
MW OH	HOME DEPOT CREDIT V010624	PARK RESTROOM REPAIR SUPPLIES	103655-6130 Repair & Maint/Facilities	AP013119	120.13	6016654		00100332	01/31/2019
MW OH	HOME DEPOT CREDIT V010624	FACILITY REPAIR SUPPLIES	103655-6301 Special Department Supplies	AP013119	42.09	8034034		00100332	01/31/2019
MW OH	HOME DEPOT CREDIT V010624	LATE CHARGE	103652-6301 Special Department Supplies	AP013119	35.00	FCH-006758088		00100332	01/31/2019

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					Check Total:	1,704.99			
MW OH	ICMA RETIREMENT TRUST V010029	P/E 1/26/19 PD 2/1/19	0010-2170 Deferred Comp Payable - ICMA	AP013119	2,422.45	020119A		00100333	01/31/2019
MW OH	ICMA RETIREMENT TRUST V010029	P/E 1/26/19 PD 2/1/19	0029-2170 Deferred Comp Payable - ICMA	AP013119	82.63	020119A		00100333	01/31/2019
MW OH	ICMA RETIREMENT TRUST V010029	P/E 1/26/19 PD 2/1/19	0037-2170 Deferred Comp Payable - ICMA	AP013119	145.75	020119A		00100333	01/31/2019
MW OH	ICMA RETIREMENT TRUST V010029	P/E 1/26/19 PD 2/1/19	0054-2170 Deferred Comp Payable - ICMA	AP013119	238.70	020119A		00100333	01/31/2019
MW OH	ICMA RETIREMENT TRUST V010029	P/E 1/26/19 PD 2/1/19	0048-2170 Deferred Comp Payable - ICMA	AP013119	233.26	020119A		00100333	01/31/2019
					Check Total:	3,122.79			
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	101904-6185 Construction Services	AP013119	451.14	3611483-00		00100334	01/31/2019
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	101904-6185 Construction Services	AP013119	1,481.00	3617034-00		00100334	01/31/2019
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	101904-6185 Construction Services	AP013119	751.66	3618536-00		00100334	01/31/2019
					Check Total:	2,683.80			
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 1/26 PD 2/1	0029-2131 Employer PARS/ARS Payable	AP013119	76.42	020119A		00100335	01/31/2019
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 1/26 PD 2/1	0010-2131 Employer PARS/ARS Payable	AP013119	1,134.62	020119A		00100335	01/31/2019
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 1/26 PD 2/1	0054-2131 Employer PARS/ARS Payable	AP013119	85.70	020119A		00100335	01/31/2019
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 1/26 PD 2/1	0037-2131 Employer PARS/ARS Payable	AP013119	182.86	020119A		00100335	01/31/2019
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 1/26 PD 2/1	0048-2131 Employer PARS/ARS Payable	AP013119	277.09	020119A		00100335	01/31/2019

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MW OH	JOHN L HUNTER & V009056	JAN NPDES CONSULTING SVS	103593-6099 Professional Services	AP013119	5,157.50	PLANP1118	P11443	00100336	01/31/2019
				Check Total:	5,157.50				
MW OH	LENYI, DARIN V010245	GASOLINE	103658-6345 Gasoline & Diesel Fuel	AP013119	51.27	DL010319		00100337	01/31/2019
MW OH	LENYI, DARIN V010245	GASOLINE	103658-6345 Gasoline & Diesel Fuel	AP013119	55.86	DL122618		00100337	01/31/2019
				Check Total:	107.13				
MW OH	LIEBERT CASSIDY V000597	DEC LEGAL SERVICES	101005-6005 Legal Services	AP013119	1,280.00	1472034		00100338	01/31/2019
MW OH	LIEBERT CASSIDY V000597	DEC LEGAL SERVICES	101005-6005 Legal Services	AP013119	115.00	1472035		00100338	01/31/2019
MW OH	LIEBERT CASSIDY V000597	DEC LEGAL SERVICES	101005-6005 Legal Services	AP013119	8,515.80	1472036		00100338	01/31/2019
				Check Total:	9,910.80				
MW OH	MARIPOSA LANDSCAPES INCREAMER MEDIAN RENOVATION V000647		101904-6185 Construction Services	AP013119	10,619.57	83274		00100339	01/31/2019
MW OH	MARIPOSA LANDSCAPES INCREAMER MEDIAN RENOVATION V000647		101904-6185 Construction Services	AP013119	11,575.00	83275		00100339	01/31/2019
				Check Total:	22,194.57				
MW OH	MICHAEL BAKER V010699	NOV GENERAL PLAN UPDATE SVS	749822-6017 Special Studies	AP013119	2,384.96	1034320	P11457	00100340	01/31/2019
MW OH	MICHAEL BAKER V010699	DEC GENERAL PLAN UPDATE SVS	749822-6017 Special Studies	AP013119	1,443.12	1037736	P11457	00100340	01/31/2019
				Check Total:	3,828.08				
MW OH	MOLONEY, TRACEY V011052	MURAL PAINTING SVS	302535-6401 Community Programs	AP013119	12,000.00	12-12-18 001	P11476	00100341	01/31/2019
				Check Total:	12,000.00				

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MW OH	NAHILL, PATRICIA V011087	DOC PREP - SPRINGHILL SUITES	0044-2042 / 45066-2042 Construction Deposits	AP013119	3,267.02	385		00100342	01/31/2019
MW OH	NAHILL, PATRICIA V011087	DOC PREP - SPRINGHILL SUITES	103590-6015 Engineering Services	AP013119	2,732.98	385		00100342	01/31/2019
Check Total:					6,000.00				
MW OH	NATIONAL DEMOGRAPHICS V011093	REDISTRICTING OF PROJECT	101001-6001 Management Consulting Services	AP013119	47,000.00	2018-60		00100343	01/31/2019
Check Total:					47,000.00				
MW OH	NEGRETE, RAQUEL V007130	DEPOSIT REFUND - BACKS BLDG	100000-4385 Facility Rental	AP013119	150.00	2002417.002		00100344	01/31/2019
Check Total:					150.00				
MW OH	NEOFUNDS V010852	POSTAGE FOR CITY MACHINE	109595-6325 Postage	AP013119	5,010.00	011819		00100345	01/31/2019
Check Total:					5,010.00				
MW OH	NICKEY PETROLEUM V000696	GASOLINE	103658-6345 Gasoline & Diesel Fuel	AP013119	21,524.71	341834	P11377	00100346	01/31/2019
Check Total:					21,524.71				
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102532-6315 Office Supplies	AP013119	49.66	62718		00100347	01/31/2019
MW OH	OFFICE INDUSTRIES V007477	PAPER	109595-6315 Office Supplies	AP013119	161.67	62726		00100347	01/31/2019
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102532-6315 Office Supplies	AP013119	55.87	62729		00100347	01/31/2019
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102532-6315 Office Supplies	AP013119	43.97	62783		00100347	01/31/2019
Check Total:					311.17				
MW OH	ORANGE COUNTY V000699	P/E 1/26/19 PD 2/1/19	0010-2176 PCEA/OCEA Assoc Dues	AP013119	354.04	020119A		00100348	01/31/2019
MW OH	ORANGE COUNTY	P/E 1/26/19 PD 2/1/19	0029-2176	AP013119	6.74	020119A		00100348	01/31/2019

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	V000699		PCEA/OCEA Assoc Dues					
MW OH	ORANGE COUNTY V000699	P/E 1/26/19 PD 2/1/19	0037-2176 PCEA/OCEA Assoc Dues	AP013119	2.40 020119A		00100348	01/31/2019
MW OH	ORANGE COUNTY V000699	P/E 1/26/19 PD 2/1/19	0048-2176 PCEA/OCEA Assoc Dues	AP013119	21.62 020119A		00100348	01/31/2019
				Check Total:	384.80			
MW OH	PACIFIC EMBROIDERY V008348	STAFF JACKET	109595-6301 Special Department Supplies	AP013119	69.63 69887		00100349	01/31/2019
				Check Total:	69.63			
MW OH	PARCEL PENDING INC V010976	JAN-JUNE SOFTWARE SUBSCRIPTION	03654-6301 Special Department Supplies	AP013119	774.00 35777		00100350	01/31/2019
				Check Total:	774.00			
MW OH	PARKHOUSE TIRE INC V004472	TIRES	103658-6134 Vehicle Repair & Maintenance	AP013119	152.58 1020204686		00100351	01/31/2019
MW OH	PARKHOUSE TIRE INC V004472	TIRES	103658-6134 Vehicle Repair & Maintenance	AP013119	58.19 1020205247		00100351	01/31/2019
				Check Total:	210.77			
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 1/26/19 PD 2/1/19	0010-2176 PCEA/OCEA Assoc Dues	AP013119	36.80 020119A		00100352	01/31/2019
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 1/26/19 PD 2/1/19	0037-2176 PCEA/OCEA Assoc Dues	AP013119	0.25 020119A		00100352	01/31/2019
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 1/26/19 PD 2/1/19	0029-2176 PCEA/OCEA Assoc Dues	AP013119	0.70 020119A		00100352	01/31/2019
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 1/26/19 PD 2/1/19	0048-2176 PCEA/OCEA Assoc Dues	AP013119	2.25 020119A		00100352	01/31/2019
				Check Total:	40.00			
MW OH	PLACENTIA POLICE V000839	P/E 1/26/19 PD 2/1/19	0010-2180 Police Mgmt Assn Dues	AP013119	852.51 020119A		00100353	01/31/2019
MW OH	PLACENTIA POLICE	P/E 1/26/19 PD 2/1/19	0076-2180	AP013119	16.32 020119A		00100353	01/31/2019

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	V000839		Police Mgmt Assn Dues						
				Check Total:	868.83				
MW OH	PLACENTIA POLICE V003519	P/E 1/26/19 PD 2/1/19	0061-2178 Placentia Police Assoc Dues	AP013119	155.87	020119A		00100354	01/31/2019
MW OH	PLACENTIA POLICE V003519	P/E 1/26/19 PD 2/1/19	0010-2178 Placentia Police Assoc Dues	AP013119	2,163.80	020119A		00100354	01/31/2019
MW OH	PLACENTIA POLICE V003519	P/E 1/26/19 PD 2/1/19	0076-2178 Placentia Police Assoc Dues	AP013119	5.23	020119A		00100354	01/31/2019
MW OH	PLACENTIA POLICE V003519	P/E 1/26/19 PD 2/1/19	0062-2178 Placentia Police Assoc Dues	AP013119	90.34	020119A		00100354	01/31/2019
MW OH	PLACENTIA POLICE V003519	P/E 1/26/19 PD 2/1/19	0073-2178 Placentia Police Assoc Dues	AP013119	76.42	020119A		00100354	01/31/2019
				Check Total:	2,491.66				
MW OH	PTM DOCUMENT SYSTEMS V005062	TAX FORMS	102020-6230 Printing & Binding	AP013119	220.78	0069091		00100355	01/31/2019
				Check Total:	220.78				
MW OH	R&S SOIL PRODUCTS V011088	MULCH	101904-6185 Construction Services	AP013119	715.26	48398		00100356	01/31/2019
				Check Total:	715.26				
MW OH	RBI TRAFFIC INC V010707	DEC TRAFFIC ENGINEERING SVS	103550-6290 Dept. Contract Services	AP013119	4,080.00	2278	P11470	00100357	01/31/2019
MW OH	RBI TRAFFIC INC V010707	DEC TRAFFIC ENGINEERING - OCTA	331811-6185 / 61056-6185 Construction Services	AP013119	480.00	2278	P11470	00100357	01/31/2019
MW OH	RBI TRAFFIC INC V010707	DEC TRAFFIC ENGINEERING	192809-6185 Construction Services	AP013119	480.00	2278	P11470	00100357	01/31/2019
				Check Total:	5,040.00				
MW OH	REPUBLIC WASTE SERVICES V007205	DEC REFUSE COLLECTION SVS	374386-6101 Disposal	AP013119	228,346.22	676-003551834	P11418	00100358	01/31/2019
				Check Total:	228,346.22				

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MW OH	REYNOLDS, MATT V002521	REFUND - ICMA LOAN REPAYMENT	0010-2170 Deferred Comp Payable - ICMA	AP013119	259.47	020119A		00100359	01/31/2019
					Check Total:	259.47			
MW OH	ROTO-ROOTER V000894	PLUMBING SERVICES	103654-6130 Repair & Maint/Facilities	AP013119	299.99	AN228201		00100360	01/31/2019
MW OH	ROTO-ROOTER V000894	PLUMBING SERVICES	103654-6130 Repair & Maint/Facilities	AP013119	384.49	AN229587		00100360	01/31/2019
MW OH	ROTO-ROOTER V000894	PLUMBING SERVICES	103654-6130 Repair & Maint/Facilities	AP013119	624.96	AN229754		00100360	01/31/2019
MW OH	ROTO-ROOTER V000894	PLUMBING SERVICES	103654-6130 Repair & Maint/Facilities	AP013119	1,374.24	AN229911		00100360	01/31/2019
					Check Total:	2,683.68			
MW OH	SCI CONSULTING GROUP V009433	SOLID WASTE HANDLING SVC FEES	374386-6299 Other Purchased Services	AP013119	750.00	C8060		00100361	01/31/2019
MW OH	SCI CONSULTING GROUP V009433	LEVY ADMIN SVS CFD 2014-01	556562-6015 Engineering Services	AP013119	2,000.00	C8060		00100361	01/31/2019
MW OH	SCI CONSULTING GROUP V009433	LMD 92-1 ASSESSMENT ADMIN SVS	296561-6015 Engineering Services	AP013119	2,000.00	C8059	P11442	00100361	01/31/2019
MW OH	SCI CONSULTING GROUP V009433	SLD 81-1 ASSESSMENT ADMIN SVS	286560-6015 Engineering Services	AP013119	2,000.00	C8059	P11442	00100361	01/31/2019
					Check Total:	6,750.00			
MW OH	SHRED-IT USA V000905	DEC DOC SHRED SERVICES	374386-6299 Other Purchased Services	AP013119	525.94	8126376374		00100362	01/31/2019
					Check Total:	525.94			
MW OH	SITEONE LANDSCAPE V011004	PLANTS & MATERIALS	101904-6185 Construction Services	AP013119	1,222.69	88690705-001		00100363	01/31/2019
MW OH	SITEONE LANDSCAPE V011004	CREDIT - PLANTS	101904-6185 Construction Services	AP013119	-359.62	88794074-001		00100363	01/31/2019
MW OH	SITEONE LANDSCAPE	PLANTS & MATERIALS	101904-6185	AP013119	517.20	88796593-001		00100363	01/31/2019

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	V011004		Construction Services						
				Check Total:	1,380.27				
MW OH	SPARKLETTS V000967	WHITTEN WATER SERVICE	104071-6299 Other Purchased Services	AP013119	65.74	15169979 011219		00100364	01/31/2019
				Check Total:	65.74				
MW OH	THE PUBLIC GROUP LLC V009635	JAN RECORDS SOFTWARE SVS	101513-6299 Other Purchased Services	AP013119	80.00	864304		00100365	01/31/2019
MW OH	THE PUBLIC GROUP LLC V009635	FEB RECORDS SOFTWARE SVS	101513-6299 Other Purchased Services	AP013119	80.00	872386		00100365	01/31/2019
MW OH	THE PUBLIC GROUP LLC V009635	MARCH RECORDS SOFTWARE SVS	101513-6299 Other Purchased Services	AP013119	80.00	905240		00100365	01/31/2019
MW OH	THE PUBLIC GROUP LLC V009635	APRIL RECORDS SOFTWARE SVS	101513-6299 Other Purchased Services	AP013119	80.00	905280		00100365	01/31/2019
MW OH	THE PUBLIC GROUP LLC V009635	MAY RECORDS SOFTWARE SVS	101513-6299 Other Purchased Services	AP013119	80.00	905321		00100365	01/31/2019
MW OH	THE PUBLIC GROUP LLC V009635	JUNE RECORDS SOFTWARE SVS	101513-6299 Other Purchased Services	AP013119	80.00	905384		00100365	01/31/2019
MW OH	THE PUBLIC GROUP LLC V009635	JULY RECORDS SOFTWARE SVS	101513-6299 Other Purchased Services	AP013119	80.00	913750		00100365	01/31/2019
MW OH	THE PUBLIC GROUP LLC V009635	AUG RECORDS SOFTWARE SVS	101513-6299 Other Purchased Services	AP013119	80.00	922158		00100365	01/31/2019
MW OH	THE PUBLIC GROUP LLC V009635	SEPT RECORDS SOFTWARE SVS	101513-6299 Other Purchased Services	AP013119	80.00	930629		00100365	01/31/2019
MW OH	THE PUBLIC GROUP LLC V009635	OCT RECORDS SOFTWARE SVS	101513-6299 Other Purchased Services	AP013119	80.00	939163		00100365	01/31/2019
MW OH	THE PUBLIC GROUP LLC V009635	NOV RECORDS SOFTWARE SVS	101513-6299 Other Purchased Services	AP013119	80.00	947730		00100365	01/31/2019
MW OH	THE PUBLIC GROUP LLC V009635	DEC RECORDS SOFTWARE SVS	101513-6299 Other Purchased Services	AP013119	80.00	956376		00100365	01/31/2019

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				Check Total:	960.00				
MW OH	TRINH, JAMIE V010591	FALL TUITION REIMBURSEMENT	109595-5150 Tuition Reimbursement	AP013119	2,106.75	08142018		00100366	01/31/2019
				Check Total:	2,106.75				
MW OH	US BANK PARS #6746022400 V008781	P/E 1/26/19 PD 2/1/19	0010-2131 Employer PARS/ARS Payable	AP013119	793.89	020119A		00100367	01/31/2019
MW OH	US BANK PARS #6746022400 V008781	P/E 1/26/19 PD 2/1/19	0010-2126 Employee PARS/ARS W/H	AP013119	793.89	020119A		00100367	01/31/2019
MW OH	US BANK PARS #6746022400 V008781	P/E 1/26/19 PD 2/1/19	0062-2131 Employer PARS/ARS Payable	AP013119	9.59	020119A		00100367	01/31/2019
MW OH	US BANK PARS #6746022400 V008781	P/E 1/26/19 PD 2/1/19	0050-2126 Employee PARS/ARS W/H	AP013119	93.54	020119A		00100367	01/31/2019
MW OH	US BANK PARS #6746022400 V008781	P/E 1/26/19 PD 2/1/19	0062-2126 Employee PARS/ARS W/H	AP013119	9.59	020119A		00100367	01/31/2019
MW OH	US BANK PARS #6746022400 V008781	P/E 1/26/19 PD 2/1/19	0050-2131 Employer PARS/ARS Payable	AP013119	93.54	020119A		00100367	01/31/2019
				Check Total:	1,794.04				
MW OH	VANTAGEPOINT TRANSFER ICMA LOANS V007191	P/E 1/26 PD 2/1	0010-2170 Deferred Comp Payable - ICMA	AP013119	-259.47	020119A		00100368	01/31/2019
MW OH	VANTAGEPOINT TRANSFER ICMA LOANS V007191	P/E 1/26 PD 2/1	0010-2170 Deferred Comp Payable - ICMA	AP013119	2,891.34	020119A		00100368	01/31/2019
MW OH	VANTAGEPOINT TRANSFER ICMA LOANS V007191	P/E 1/26 PD 2/1	0061-2170 Deferred Comp Payable - ICMA	AP013119	18.41	020119A		00100368	01/31/2019
MW OH	VANTAGEPOINT TRANSFER ICMA LOANS V007191	P/E 1/26 PD 2/1	0029-2170 Deferred Comp Payable - ICMA	AP013119	94.47	020119A		00100368	01/31/2019
MW OH	VANTAGEPOINT TRANSFER ICMA LOANS V007191	P/E 1/26 PD 2/1	0054-2170 Deferred Comp Payable - ICMA	AP013119	17.40	020119A		00100368	01/31/2019
MW OH	VANTAGEPOINT TRANSFER ICMA LOANS V007191	P/E 1/26 PD 2/1	0048-2170 Deferred Comp Payable - ICMA	AP013119	230.33	020119A		00100368	01/31/2019
MW OH	VANTAGEPOINT TRANSFER ICMA LOANS V007191	P/E 1/26 PD 2/1	0037-2170	AP013119	14.83	020119A		00100368	01/31/2019

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	V007191		Deferred Comp Payable - ICMA						
				Check Total:	3,007.31				
MW OH	WEST COAST ARBORISTS INC V001124	12/1-15 TREE TRIMMING SVS	103655-6116 Tree Maintenance	AP013119	7,995.00	143345	P11372	00100369	01/31/2019
				Check Total:	7,995.00				
MW OH	ADAMS, STEPHANIE V009598	SR CENTER INSTRUCTOR PAYMENT	104071-6060 Instructional Services	AP020719	135.00	13119		00100371	02/07/2019
				Check Total:	135.00				
MW OH	ALBERT GROVER & V007111	DEC TRAFFIC SAFETY STUDY svcs	102802-6185 Construction Services	AP020719	6,006.01	18794-IN	P11376	00100372	02/07/2019
				Check Total:	6,006.01				
MW OH	ALTA LANGUAGE SERVICES V010194	JAN LANGUAGE TESTING	101512-6099 Professional Services	AP020719	62.00	IS417704		00100373	02/07/2019
				Check Total:	62.00				
MW OH	AT & T V008736	FEB POWELL BLDG INTERNET	109595-6215 Telephone	AP020719	50.00	FEB 2019		00100374	02/07/2019
MW OH	AT & T V008736	FEB HVAC INTERNET LINE	109595-6215 Telephone	AP020719	40.00	FEB HVAC 19		00100374	02/07/2019
MW OH	AT & T V008736	FEB PD YARD INTERNET SVS	109595-6215 Telephone	AP020719	61.07	FEB PD 19		00100374	02/07/2019
				Check Total:	151.07				
MW OH	AT&T V004144	DEC-JAN PHONE CHARGES	109595-6215 Telephone	AP020719	1,710.45	02072019		00100375	02/07/2019
MW OH	AT&T V004144	DEC-JAN PHONE CHARGES	296561-6215 Telephone	AP020719	552.26	02072019		00100375	02/07/2019
				Check Total:	2,262.71				
MW OH	BEAR ELECTRICAL V010997	AUG TRAFFIC SIGNAL MAINT	103590-6099 Professional Services	AP020719	2,810.75	6903	P11430	00100376	02/07/2019
MW OH	BEAR ELECTRICAL	DEC TRAFFIC SIGNAL MAINT	103590-6099	AP020719	3,165.00	7409	P11430	00100376	02/07/2019

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
	V010997		Professional Services					
MW OH	BEAR ELECTRICAL V010997	DEC EMERGENCY SIGNAL MAINT	103590-6099 Professional Services	AP020719	4,601.25 7461	P11430	00100376	02/07/2019
					Check Total:	10,577.00		
MW OH	CALIFORNIA DENTAL V008102	FEB DENTAL INSURANCE PREMUI	95000-4720 ISF Dental Ins Reimbursement	AP020719	605.50 FEB 2019		00100377	02/07/2019
MW OH	CALIFORNIA DENTAL V008102	FEB DENTAL INSURANCE PREMUI	95083-5162 Dental Insurance Premiums	AP020719	141.08 FEB 2019		00100377	02/07/2019
					Check Total:	746.58		
MW OH	CALMAT CO. V010007	ASHALT	103652-6132 Repair & Maintenance/Streets	AP020719	410.03 72042347		00100378	02/07/2019
MW OH	CALMAT CO. V010007	ASPHALT	103652-6132 Repair & Maintenance/Streets	AP020719	327.83 72073046		00100378	02/07/2019
MW OH	CALMAT CO. V010007	ASPHALT	103652-6132 Repair & Maintenance/Streets	AP020719	329.45 72083042		00100378	02/07/2019
MW OH	CALMAT CO. V010007	ASPHALT	103652-6132 Repair & Maintenance/Streets	AP020719	328.64 72083043		00100378	02/07/2019
MW OH	CALMAT CO. V010007	ASPHALT	103652-6132 Repair & Maintenance/Streets	AP020719	328.64 72085260		00100378	02/07/2019
MW OH	CALMAT CO. V010007	ASPHALT	103652-6132 Repair & Maintenance/Streets	AP020719	329.45 72088271		00100378	02/07/2019
					Check Total:	2,054.04		
MW OH	CCP INDUSTRIES INC V010526	PW SUPPLIES	103655-6301 Special Department Supplies	AP020719	299.79 IN02207610		00100379	02/07/2019
MW OH	CCP INDUSTRIES INC V010526	PW SUPPLIES	103655-6301 Special Department Supplies	AP020719	241.66 IN02236176		00100379	02/07/2019
MW OH	CCP INDUSTRIES INC V010526	GLOVES	103655-6301 Special Department Supplies	AP020719	447.99 IN02242713		00100379	02/07/2019
					Check Total:	989.44		

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Check Register
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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	CIVIL SOURCE INC V010462	OCT-DEC STREET REHAB MGMNT	601906-6185 Construction Services	AP020719	2,000.00	114656	P11432	00100380	02/07/2019
MW OH	CIVIL SOURCE INC V010462	OCT-DEC ADA RAMP ENG DESIGN	101905-6185 Construction Services	AP020719	6,110.00	11448	P11433	00100380	02/07/2019
					Check Total:	8,110.00			
MW OH	COUNTY OF ORANGE V008881	NPDES SHARED COSTS D10-701	103593-6257 Licenses & Permits	AP020719	3,861.28	PW190520		00100381	02/07/2019
					Check Total:	3,861.28			
MW OH	CRAFCO INC. V009329	ASPHALT	103652-6132 Repair & Maintenance/Streets	AP020719	607.71	9401959635		00100382	02/07/2019
					Check Total:	607.71			
MW OH	DISASTER KLEENUP V000331	RESTORATION SVS - PD YARD	103654-6137 Repair Maint/Equipment	AP020719	14,308.87	3752		00100383	02/07/2019
MW OH	DISASTER KLEENUP V000331	RESTORATION SVS - PD YARD	103654-6137 Repair Maint/Equipment	AP020719	500.00	3791		00100383	02/07/2019
					Check Total:	14,808.87			
MW OH	DUDEK & ASSOCIATES INC V004114	NOV SEWER ENGINEERING SVS	713811-6185 Construction Services	AP020719	35,255.35	20187852	P11429	00100384	02/07/2019
					Check Total:	35,255.35			
MW OH	FM THOMAS AIR V010634	HVAC SYSTEM MAINT	103654-6290 Dept. Contract Services	AP020719	240.00	39447	P11358	00100385	02/07/2019
MW OH	FM THOMAS AIR V010634	BOILER SYSTEM MAINT	103654-6290 Dept. Contract Services	AP020719	360.00	39481	P11358	00100385	02/07/2019
MW OH	FM THOMAS AIR V010634	SERVER ROOM HVAC MAINT	103654-6290 Dept. Contract Services	AP020719	1,557.34	39482	P11358	00100385	02/07/2019
					Check Total:	2,157.34			
MW OH	FRAZEE, KATHLEEN R. V000417	HISTORICAL COMMITTEE SUPPLIES	0044-2066 Historical Outreach	AP020719	50.32	120818		00100386	02/07/2019
MW OH	FRAZEE, KATHLEEN R.	HISTORICAL COMMITTEE SUPPLIES	0044-2066	AP020719	166.35	122118		00100386	02/07/2019

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Check Register
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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
	V000417		Historical Outreach					
				Check Total:	216.67			
MW OH	GOLDEN BELL PRODUCTS V005233	RELEASE IT ASPHALT	103652-6301 Special Department Supplies	AP020719	142.77 16577		00100387	02/07/2019
				Check Total:	142.77			
MW OH	GOLDEN STATE WATER V000928	NOV-JAN WATER CHARGES	109595-6335 Water	AP020719	13,929.73 012319		00100388	02/07/2019
MW OH	GOLDEN STATE WATER V000928	NOV-JAN WATER CHARGES	296561-6335 Water	AP020719	17,282.02 012319		00100388	02/07/2019
				Check Total:	31,211.75			
MW OH	GST V009410	JAN IT SERVICES & MAINT	101523-6290 Dept. Contract Services	AP020719	8,278.00 INV29737	P11379	00100389	02/07/2019
				Check Total:	8,278.00			
MW OH	HERC RENTALS INC V010786	AUGER RENTAL	101904-6185 Construction Services	AP020719	217.76 30531335-001		00100390	02/07/2019
				Check Total:	217.76			
MW OH	INTERNATIONAL INSTITUTE MEMBERSHIP - O'LEARY V000506		101002-6255 Dues & Memberships	AP020719	110.00 010719		00100391	02/07/2019
				Check Total:	110.00			
MW OH	INTERSTATE CONCRETE V010800	DEMOLITION BOND REFUND	0044-2033 Construction & Demo Deposit	AP020719	500.00 40-17-048B		00100392	02/07/2019
				Check Total:	500.00			
MW OH	IVY-IT INC V011068	INSTALL SYNTHETIC IVY	302535-6401 Community Programs	AP020719	4,240.63 01-11-19 001	P11464	00100393	02/07/2019
				Check Total:	4,240.63			
MW OH	JONES & MAYER V009822	OCT LEGAL SERVICES	101005-6005 Legal Services	AP020719	2,074.80 89449		00100394	02/07/2019
MW OH	JONES & MAYER V009822	OCT LEGAL SERVICES	101005-6005 Legal Services	AP020719	357.51 89451		00100394	02/07/2019

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Check Register
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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	JONES & MAYER V009822	OCT LEGAL SERVICES	101005-6005 Legal Services	AP020719	2,215.57	89530A		00100394	02/07/2019
					Check Total:	4,647.88			
MW OH	KING, ZACH V009974	PD TRAINING MEALS	613041-6250 Staff Training	AP020719	8.00	060618ZKM1		00100395	02/07/2019
					Check Total:	8.00			
MW OH	KNOWLES-MCNIFF INC V000558	JAN SOFTWARE MAINT SVS	101523-6136 Software Maintenance	AP020719	3,354.75	INV91279	P11417	00100396	02/07/2019
					Check Total:	3,354.75			
MW OH	M JACK BROOKS JD V010723	JAN HR SR. ANALYST SVS	101512-6099 Professional Services	AP020719	8,925.00	012019 PHR		00100397	02/07/2019
					Check Total:	8,925.00			
MW OH	MARIPOSA LANDSCAPES INC V000647	CAN LANDSCAPE MAINT	103655-6115 Landscaping	AP020719	3,643.37	83374	P11384	00100398	02/07/2019
MW OH	MARIPOSA LANDSCAPES INC V000647	CAN LANDSCAPE MAINT - LIBRARY	103655-6115 / 21008-6115 Landscaping	AP020719	1,492.67	83374	P11384	00100398	02/07/2019
MW OH	MARIPOSA LANDSCAPES INC V000647	CAN LANDSCAPE MAINT	173555-6115 Landscaping	AP020719	9,142.92	83374	P11384	00100398	02/07/2019
MW OH	MARIPOSA LANDSCAPES INC V000647	CAN LANDSCAPE MAINT - LMD	296561-6115 Landscaping	AP020719	6,040.63	83374	P11384	00100398	02/07/2019
					Check Total:	20,319.59			
MW OH	MMASC V008471	MEMBERSHIP - ORTIZ	101512-6255 Dues & Memberships	AP020719	85.00	01142019		00100399	02/07/2019
					Check Total:	85.00			
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102532-6315 Office Supplies	AP020719	37.43	62794		00100400	02/07/2019
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102532-6315 Office Supplies	AP020719	17.66	62798		00100400	02/07/2019
					Check Total:	55.09			

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Check Register
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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	PACIFIC MH CONSTRUCTION V009236	HOUSING REHAB - 743 GLENLAKE	302535-6401 Community Programs	AP020719	12,395.00	189584		00100401	02/07/2019
					Check Total:	12,395.00			
MW OH	PRINCIPAL FINANCIAL V000844	JAN LIFE INSURANCE PREMIUMS	102020-5163 Life Insurance Premiums	AP020719	302.78	124120967000-00		00100402	02/07/2019
MW OH	PRINCIPAL FINANCIAL V000844	JAN LIFE INSURANCE PREMIUMS	395083-5163 Life Insurance Premiums	AP020719	528.68	124120967000-00		00100402	02/07/2019
MW OH	PRINCIPAL FINANCIAL V000844	JAN LIFE INSURANCE PREMIUMS	104070-5163 Life Insurance Premiums	AP020719	116.55	124120967000-00		00100402	02/07/2019
MW OH	PRINCIPAL FINANCIAL V000844	JAN LIFE INSURANCE PREMIUMS	101511-5163 Life Insurance Premiums	AP020719	77.41	124120967000-00		00100402	02/07/2019
MW OH	PRINCIPAL FINANCIAL V000844	JAN LIFE INSURANCE PREMIUMS	103550-5163 Life Insurance Premiums	AP020719	148.94	124120967000-00		00100402	02/07/2019
MW OH	PRINCIPAL FINANCIAL V000844	JAN LIFE INSURANCE PREMIUMS	102531-5163 Life Insurance Premiums	AP020719	139.84	124120967000-00		00100402	02/07/2019
MW OH	PRINCIPAL FINANCIAL V000844	JAN LIFE INSURANCE PREMIUMS	103040-5163 Life Insurance Premiums	AP020719	105.30	124120967000-00		00100402	02/07/2019
					Check Total:	1,419.50			
MW OH	PSYCHOLOGICAL V009259	PRE EMPLOYMENT PSYCH EXAM SV	01512-6099 Professional Services	AP020719	400.00	523534		00100403	02/07/2019
					Check Total:	400.00			
MW OH	R DEPENDABLE V010189	POWELL BLDG ADA CONSTRUCTION	05803-6185 Construction Services	AP020719	98,100.00	PROGRESS	P11469	00100404	02/07/2019
MW OH	R DEPENDABLE V010189	POWELL BLDG ADA CONSTRUCTION	05803-6185 Construction Services	AP020719	310.41	PROGRESS	P11469	00100404	02/07/2019
					Check Total:	98,410.41			
MW OH	SA AQUATICS V002842	DEC FOUNTAIN MAINT	103654-6290 / 21008-6290 Dept. Contract Services	AP020719	142.50	204940		00100405	02/07/2019
MW OH	SA AQUATICS	DEC FOUNTAIN MAINT	103654-6290	AP020719	142.50	204940		00100405	02/07/2019

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Check Register
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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V002842		Dept. Contract Services						
				Check Total:	285.00				
MW OH	SECOND HARVEST FOOD V005571	JAN COMMODITIES DELIVERY	104079-6301 Special Department Supplies	AP020719	30.00	540914		00100406	02/07/2019
				Check Total:	30.00				
MW OH	SOUTHERN CALIFORNIA V000910	DEC-JAN ELECTRICAL CHARGES	109595-6330 / 21011-6330 Electricity	AP020719	119.11	01162019		00100407	02/07/2019
MW OH	SOUTHERN CALIFORNIA V000910	DEC-JAN ELECTRICAL CHARGES	109595-6330 Electricity	AP020719	5,943.08	01162019		00100407	02/07/2019
MW OH	SOUTHERN CALIFORNIA V000910	DEC-JAN ELECTRICAL CHARGES	296561-6330 Electricity	AP020719	967.31	01162019		00100407	02/07/2019
				Check Total:	7,029.50				
MW OH	SPARKLETTS V000967	JAN WATER, COFFEE SERVICE	109595-6301 Special Department Supplies	AP020719	1,258.44	4106122 011719		00100408	02/07/2019
				Check Total:	1,258.44				
MW OH	TIAA COMMERCIAL FINANCE V010867	EB PRINTER MGMNT SVS	109595-6137 Repair Maint/Equipment	AP020719	2,017.64	5914473		00100409	02/07/2019
				Check Total:	2,017.64				
MW OH	TIME WARNER CABLE V004450	1/21-2/20 EOC INTERNET	109595-6215 Telephone	AP020719	589.08	34466011619		00100410	02/07/2019
				Check Total:	589.08				
MW OH	TOM DODSON & ASSOCIATES V009472	NOV CEQA SUPPORT SERVICES	749822-6017 Special Studies	AP020719	5,310.00	PLA88 18-10	P11391	00100411	02/07/2019
MW OH	TOM DODSON & ASSOCIATES V009472	DEC CEQA SUPPORT SERVICES	749822-6017 Special Studies	AP020719	3,995.00	PLA88 18-11	P11391	00100411	02/07/2019
				Check Total:	9,305.00				
MW OH	VERIZON WIRELESS V008735	JAN PD DEVICES, IPAD SVS	109595-6215 Telephone	AP020719	1,746.22	9822629822		00100412	02/07/2019
MW OH	VERIZON WIRELESS	JAN CA IPAD CHARGES	109595-6215	AP020719	38.01	9822629823		00100412	02/07/2019

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For 02/12/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V008735		Telephone						
MW OH	VERIZON WIRELESS V008735	JAN IPAD CHARGES	109595-6215 Telephone	AP020719	342.08	9822629824		00100412	02/07/2019
MW OH	VERIZON WIRELESS V008735	JAN IPAD CHARGES	109595-6215 Telephone	AP020719	220.95	9822629825		00100412	02/07/2019
MW OH	VERIZON WIRELESS V008735	JAN PUMP STATION INTERNET	109595-6215 Telephone	AP020719	19.01	9822634689		00100412	02/07/2019
MW OH	VERIZON WIRELESS V008735	JAN PUMP STATION INTERNET	109595-6215 / 21009-6215 Telephone	AP020719	19.00	9822634689		00100412	02/07/2019
				Check Total:	2,385.27				
MW OH	WARREN, RICHARD V011095	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP020719	500.00	40-18-10		00100413	02/07/2019
				Check Total:	500.00				
				Type Total:	805,103.61				
				Check Total:	805,103.61				

City of Placentia
Electronic Disbursement Register
For 02/19/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Ref #	Ref Date
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Grand Total: 272,195.00

EDR Totals by ID

AP	0.00
EP	272,195.00
IP	0.00
OP	0.00

Fund Name	<u>EDR Totals by Fund</u>
101-General Fund (0010)	358,963.43
208-Scssr Agncy Ref Oblg (0054)	2,793.03
211-PEG Fund (0058)	160.93
224-Asset Seiz 15% Training (0073)	1,702.40
227-Explorer Grant NOC (0076)	513.59
228-NOC-Public Safety Grant(0061)	7,659.06
229-Comm Trans Hous Grant (0062)	3,233.70
265-Landscape Maintenance (0029)	2,545.97
275-Sewer Maintenance (0048)	13,065.15
280-Misc Grants Fund (0050)	636.80
501-Refuse Administration (0037)	3,332.98
601-Employee Health & Wifre (0039)	-122,412.04

Void Total: 0.00
EDR Total: 272,195.00

Electronic Disbursement Sub Totals:	<u>272,195.00</u>
ACH Payroll Direct Deposit for 02/15/19:	315,049.35
Electronic Disbursement Total:	<u>587,244.35</u>

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

City of Placentia
Electronic Disbursement Register
For 02/13/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	ICMA RETIREMENT TRUST V000496	PE 1/26/19 PD 2/1/19	0029-2170 Deferred Comp Payable - ICMA	PY19003	140.39	2995/1901003		00011575	02/01/2019
EP	ICMA RETIREMENT TRUST V000496	PE 1/26/19 PD 2/1/19	0037-2170 Deferred Comp Payable - ICMA	PY19003	183.50	2995/1901003		00011575	02/01/2019
EP	ICMA RETIREMENT TRUST V000496	PE 1/26/19 PD 2/1/19	0048-2170 Deferred Comp Payable - ICMA	PY19003	732.21	2995/1901003		00011575	02/01/2019
EP	ICMA RETIREMENT TRUST V000496	PE 1/26/19 PD 2/1/19	0054-2170 Deferred Comp Payable - ICMA	PY19003	268.70	2995/1901003		00011575	02/01/2019
EP	ICMA RETIREMENT TRUST V000496	PE 1/26/19 PD 2/1/19	0061-2170 Deferred Comp Payable - ICMA	PY19003	665.78	2995/1901003		00011575	02/01/2019
EP	ICMA RETIREMENT TRUST V000496	PE 1/26/19 PD 2/1/19	0010-2170 Deferred Comp Payable - ICMA	PY19003	13,184.95	2995/1901003		00011575	02/01/2019
EP	ICMA RETIREMENT TRUST V000496	PE 1/26/19 PD 2/1/19	0062-2170 Deferred Comp Payable - ICMA	PY19003	300.00	2995/1901003		00011575	02/01/2019
EP	ICMA RETIREMENT TRUST V000496	PE 1/26/19 PD 2/1/19	0076-2170 Deferred Comp Payable - ICMA	PY19003	25.09	2995/1901003		00011575	02/01/2019
EP	ICMA RETIREMENT TRUST V000496	PE 1/26/19 PD 2/1/19	0073-2170 Deferred Comp Payable - ICMA	PY19003	140.17	2995/1901003		00011575	02/01/2019
Check Total:					15,640.79				
EP	CALIFORNIA PUBLIC V010053	PAYROLL REPORTING ADMIN FEES	102020-6296 Admin Service Fee	ACH020419	200.00	10000001533724		00011576	01/31/2019
EP	CALIFORNIA PUBLIC V010053	PAYROLL REPORTING ADMIN FEES	102020-6296 Admin Service Fee	ACH020419	200.00	10000001543064		00011576	01/31/2019
EP	CALIFORNIA PUBLIC V010053	PAYROLL REPORTING ADMIN FEES	102020-6296 Admin Service Fee	ACH020419	200.00	10000001544145		00011576	01/31/2019
EP	CALIFORNIA PUBLIC V010053	ADMIN FEE - 20283 ARREARS	395083-6025 Third Party Administration	ACH020419	500.00	10000001547221		00011576	01/31/2019
EP	CALIFORNIA PUBLIC V010053	PAYROLL REPORTING ADMIN FEES	102020-6296 Admin Service Fee	ACH020419	200.00	10000001555611		00011576	01/31/2019
Check Total:					1,300.00				

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Electronic Disbursement Register
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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/12 PD 1/18	0010-2140 Employee PERS W/H	ACH020619	-1,000.00	011819		00011577	01/31/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/12 PD 1/18	0010-2145 Employee PERS Payback W/H	ACH020619	79.95	011819		00011577	01/31/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/12 PD 1/18	0010-2150 Survivor Benefit Package	ACH020619	101.34	011819		00011577	01/31/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/12 PD 1/18	0010-2165 PERS Employer Payable	ACH020619	77.10	011819		00011577	01/31/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/12 PD 1/18	0010-2195 PERS Uniform	ACH020619	20.90	011819		00011577	01/31/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/12 PD 1/18	0029-2140 Employee PERS W/H	ACH020619	802.97	011819		00011577	01/31/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/12 PD 1/18	0029-2150 Survivor Benefit Package	ACH020619	0.80	011819		00011577	01/31/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/12 PD 1/18	0029-2195 PERS Uniform	ACH020619	0.20	011819		00011577	01/31/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/12 PD 1/18	0037-2140 Employee PERS W/H	ACH020619	1,009.36	011819		00011577	01/31/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/12 PD 1/18	0037-2145 Employee PERS Payback W/H	ACH020619	2.58	011819		00011577	01/31/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/12 PD 1/18	0037-2150 Survivor Benefit Package	ACH020619	0.96	011819		00011577	01/31/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/12 PD 1/18	0048-2140 Employee PERS W/H	ACH020619	4,306.18	011819		00011577	01/31/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/12 PD 1/18	0010-2140 Employee PERS W/H	ACH020619	129,618.74	011819		00011577	01/31/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/12 PD 1/18	0048-2150 Survivor Benefit Package	ACH020619	3.72	011819		00011577	01/31/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/12 PD 1/18	395083-5145 Retirement PERS	ACH020619	-65,651.05	011819		00011577	01/31/2019

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For 02/13/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Ref #	Ref Date
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/12 PD 1/18	0048-2195 PERS Uniform	ACH020619	1.04 011819		00011577	01/31/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/12 PD 1/18	0050-2140 Employee PERS W/H	ACH020619	83.51 011819		00011577	01/31/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/12 PD 1/18	0050-2150 Survivor Benefit Package	ACH020619	0.22 011819		00011577	01/31/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/12 PD 1/18	0050-2195 PERS Uniform	ACH020619	0.13 011819		00011577	01/31/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/12 PD 1/18	0054-2140 Employee PERS W/H	ACH020619	843.80 011819		00011577	01/31/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/12 PD 1/18	0054-2150 Survivor Benefit Package	ACH020619	0.70 011819		00011577	01/31/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/12 PD 1/18	0061-2140 Employee PERS W/H	ACH020619	2,679.22 011819		00011577	01/31/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/12 PD 1/18	0061-2150 Survivor Benefit Package	ACH020619	1.56 011819		00011577	01/31/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/12 PD 1/18	0061-2195 PERS Uniform	ACH020619	0.81 011819		00011577	01/31/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/12 PD 1/18	0062-2140 Employee PERS W/H	ACH020619	1,033.70 011819		00011577	01/31/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/12 PD 1/18	0062-2150 Survivor Benefit Package	ACH020619	1.86 011819		00011577	01/31/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/12 PD 1/18	0073-2140 Employee PERS W/H	ACH020619	92.99 011819		00011577	01/31/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/12 PD 1/18	0073-2150 Survivor Benefit Package	ACH020619	0.33 011819		00011577	01/31/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/12 PD 1/18	0073-2195 PERS Uniform	ACH020619	0.07 011819		00011577	01/31/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/12 PD 1/18	0076-2140 Employee PERS W/H	ACH020619	49.15 011819		00011577	01/31/2019

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EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/12 PD 1/18	0076-2150 Survivor Benefit Package	ACH020619	0.11	011819		00011577	01/31/2019
					Check Total:	74,162.95			
EP	CALIFORNIA PUBLIC V010053	ARREARS CONTRIBUTION - DEAN	395083-6025 Third Party Administration	ACH020719	6,492.72	10000001547221		00011578	01/16/2019
					Check Total:	6,492.72			
EP	EMPLOYMENT V010052	STATE TAX P/E 1/26 PD 2/1	0029-2135 Calif Income Tax W/H	ACH020819	135.37	020119		00011579	02/06/2019
EP	EMPLOYMENT V010052	STATE TAX P/E 1/26 PD 2/1	0037-2135 Calif Income Tax W/H	ACH020819	245.59	020119		00011579	02/06/2019
EP	EMPLOYMENT V010052	STATE TAX P/E 1/26 PD 2/1	0048-2135 Calif Income Tax W/H	ACH020819	723.38	020119		00011579	02/06/2019
EP	EMPLOYMENT V010052	STATE TAX P/E 1/26 PD 2/1	0010-2135 Calif Income Tax W/H	ACH020819	16,145.28	020119		00011579	02/06/2019
EP	EMPLOYMENT V010052	STATE TAX P/E 1/26 PD 2/1	0050-2135 Calif Income Tax W/H	ACH020819	10.56	020119		00011579	02/06/2019
EP	EMPLOYMENT V010052	STATE TAX P/E 1/26 PD 2/1	0076-2135 Calif Income Tax W/H	ACH020819	81.52	020119		00011579	02/06/2019
EP	EMPLOYMENT V010052	STATE TAX P/E 1/26 PD 2/1	0054-2135 Calif Income Tax W/H	ACH020819	253.45	020119		00011579	02/06/2019
EP	EMPLOYMENT V010052	STATE TAX P/E 1/26 PD 2/1	0061-2135 Calif Income Tax W/H	ACH020819	391.91	020119		00011579	02/06/2019
EP	EMPLOYMENT V010052	STATE TAX P/E 1/26 PD 2/1	0062-2135 Calif Income Tax W/H	ACH020819	216.70	020119		00011579	02/06/2019
EP	EMPLOYMENT V010052	STATE TAX P/E 1/26 PD 2/1	0073-2135 Calif Income Tax W/H	ACH020819	303.59	020119		00011579	02/06/2019
					Check Total:	18,507.35			
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 1/26 PD 2/1	0010-2115 Employee Medicare W/H	ACH020819	5,740.09	020119		00011580	02/06/2019
EP	INTERNAL REVENUE	FED/MED/SS P/E 1/26 PD 2/1	0010-2120	ACH020819	5,740.09	020119		00011580	02/06/2019

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	V010054		Employer Medicare Payable						
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 1/26 PD 2/1	0010-2110 Federal Income Tax W/H	ACH020819	43,450.50	020119		00011580	02/06/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 1/26 PD 2/1	0010-2125 Employee Social Sec W/H	ACH020819	18.60	020119		00011580	02/06/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 1/26 PD 2/1	0076-2120 Employer Medicare Payable	ACH020819	23.43	020119		00011580	02/06/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 1/26 PD 2/1	0010-2130 Employer Soc Sec Payable	ACH020819	18.60	020119		00011580	02/06/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 1/26 PD 2/1	0029-2110 Federal Income Tax W/H	ACH020819	349.44	020119		00011580	02/06/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 1/26 PD 2/1	0029-2115 Employee Medicare W/H	ACH020819	53.54	020119		00011580	02/06/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 1/26 PD 2/1	0029-2120 Employer Medicare Payable	ACH020819	53.54	020119		00011580	02/06/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 1/26 PD 2/1	0037-2110 Federal Income Tax W/H	ACH020819	618.63	020119		00011580	02/06/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 1/26 PD 2/1	0037-2115 Employee Medicare W/H	ACH020819	67.98	020119		00011580	02/06/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 1/26 PD 2/1	0037-2120 Employer Medicare Payable	ACH020819	67.98	020119		00011580	02/06/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 1/26 PD 2/1	0048-2110 Federal Income Tax W/H	ACH020819	1,782.07	020119		00011580	02/06/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 1/26 PD 2/1	0048-2115 Employee Medicare W/H	ACH020819	226.97	020119		00011580	02/06/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 1/26 PD 2/1	0048-2120 Employer Medicare Payable	ACH020819	226.97	020119		00011580	02/06/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 1/26 PD 2/1	0050-2110 Federal Income Tax W/H	ACH020819	145.29	020119		00011580	02/06/2019
EP	INTERNAL REVENUE	FED/MED/SS P/E 1/26 PD 2/1	0050-2115	ACH020819	36.15	020119		00011580	02/06/2019

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	V010054		Employee Medicare W/H					
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 1/26 PD 2/1	0050-2120 Employer Medicare Payable	ACH020819	36.15 020119		00011580	02/06/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 1/26 PD 2/1	0054-2110 Federal Income Tax W/H	ACH020819	568.89 020119		00011580	02/06/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 1/26 PD 2/1	0054-2115 Employee Medicare W/H	ACH020819	64.29 020119		00011580	02/06/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 1/26 PD 2/1	0054-2120 Employer Medicare Payable	ACH020819	64.29 020119		00011580	02/06/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 1/26 PD 2/1	0061-2110 Federal Income Tax W/H	ACH020819	854.07 020119		00011580	02/06/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 1/26 PD 2/1	0061-2115 Employee Medicare W/H	ACH020819	150.30 020119		00011580	02/06/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 1/26 PD 2/1	0061-2120 Employer Medicare Payable	ACH020819	150.30 020119		00011580	02/06/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 1/26 PD 2/1	0062-2110 Federal Income Tax W/H	ACH020819	532.54 020119		00011580	02/06/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 1/26 PD 2/1	0062-2115 Employee Medicare W/H	ACH020819	79.11 020119		00011580	02/06/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 1/26 PD 2/1	0062-2120 Employer Medicare Payable	ACH020819	79.11 020119		00011580	02/06/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 1/26 PD 2/1	0073-2110 Federal Income Tax W/H	ACH020819	708.00 020119		00011580	02/06/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 1/26 PD 2/1	0073-2115 Employee Medicare W/H	ACH020819	67.21 020119		00011580	02/06/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 1/26 PD 2/1	0073-2120 Employer Medicare Payable	ACH020819	67.21 020119		00011580	02/06/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 1/26 PD 2/1	0076-2110 Federal Income Tax W/H	ACH020819	199.35 020119		00011580	02/06/2019
EP	INTERNAL REVENUE	FED/MED/SS P/E 1/26 PD 2/1	0076-2115	ACH020819	23.43 020119		00011580	02/06/2019

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	V010054		Employee Medicare W/H						
				Check Total:	62,264.12				
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/26 PD 2/1	0010-2140 Employee PERS W/H	ACH021119	801.36	020119		00011581	02/11/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/26 PD 2/1	0010-2145 Employee PERS Payback W/H	ACH021119	80.39	020119		00011581	02/11/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/26 PD 2/1	0010-2150 Survivor Benefit Package	ACH021119	106.93	020119		00011581	02/11/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/26 PD 2/1	0010-2150 Survivor Benefit Package	ACH021119	0.93	020119		00011581	02/11/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/26 PD 2/1	0010-2165 PERS Employer Payable	ACH021119	186.30	020119		00011581	02/11/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/26 PD 2/1	0010-2195 PERS Uniform	ACH021119	19.60	020119		00011581	02/11/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/26 PD 2/1	0029-2140 Employee PERS W/H	ACH021119	1,008.37	020119		00011581	02/11/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/26 PD 2/1	0029-2150 Survivor Benefit Package	ACH021119	1.05	020119		00011581	02/11/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/26 PD 2/1	0029-2195 PERS Uniform	ACH021119	0.30	020119		00011581	02/11/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/26 PD 2/1	0037-2140 Employee PERS W/H	ACH021119	1,133.22	020119		00011581	02/11/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/26 PD 2/1	0037-2145 Employee PERS Payback W/H	ACH021119	2.14	020119		00011581	02/11/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/26 PD 2/1	0037-2150 Survivor Benefit Package	ACH021119	1.04	020119		00011581	02/11/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/26 PD 2/1	0048-2140 Employee PERS W/H	ACH021119	5,056.64	020119		00011581	02/11/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/26 PD 2/1	0048-2150 Survivor Benefit Package	ACH021119	4.50	020119		00011581	02/11/2019

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EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/26 PD 2/1	0010-2140 Employee PERS W/H	ACH021119	125,877.11 020119		00011581	02/11/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/26 PD 2/1	0048-2195 PERS Uniform	ACH021119	1.47 020119		00011581	02/11/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/26 PD 2/1	395083-5145 Retirement PERS	ACH021119	-64,936.79 020119		00011581	02/11/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/26 PD 2/1	0054-2140 Employee PERS W/H	ACH021119	728.35 020119		00011581	02/11/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/26 PD 2/1	0054-2150 Survivor Benefit Package	ACH021119	0.56 020119		00011581	02/11/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/26 PD 2/1	0061-2140 Employee PERS W/H	ACH021119	2,762.49 020119		00011581	02/11/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/26 PD 2/1	0061-2150 Survivor Benefit Package	ACH021119	1.80 020119		00011581	02/11/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/26 PD 2/1	0061-2195 PERS Uniform	ACH021119	0.82 020119		00011581	02/11/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/26 PD 2/1	0062-2140 Employee PERS W/H	ACH021119	988.82 020119		00011581	02/11/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/26 PD 2/1	0062-2150 Survivor Benefit Package	ACH021119	1.86 020119		00011581	02/11/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/26 PD 2/1	0073-2140 Employee PERS W/H	ACH021119	321.73 020119		00011581	02/11/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/26 PD 2/1	0073-2150 Survivor Benefit Package	ACH021119	0.83 020119		00011581	02/11/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/26 PD 2/1	0073-2195 PERS Uniform	ACH021119	0.27 020119		00011581	02/11/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/26 PD 2/1	0076-2140 Employee PERS W/H	ACH021119	111.18 020119		00011581	02/11/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/26 PD 2/1	0076-2150 Survivor Benefit Package	ACH021119	0.24 020119		00011581	02/11/2019

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EP	CALIFORNIA PUBLIC V010053	PERS P/E 1/26 PD 2/1	0076-2195 PERS Uniform	ACH021119	0.09 020119		00011581	02/11/2019
EP	CALIFORNIA PUBLIC V010053	REPLACEMENT BENEFIT CHARGES	395083-6025 Third Party Administration	ACH021119	1,183.08 10000001553041		00011581	02/11/2019
Check Total:					75,446.68			
EP	BANK OF AMERICA V008741	COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	ACH012519	12.92 DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	ACH012519	59.91 DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	ACH012519	249.48 DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	ICSC MEMBERSHIP - SHADER	101001-6255 Dues & Memberships	ACH012519	50.00 DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	OUTGOING MAYOR'S GIFT	101001-6301 Special Department Supplies	ACH012519	31.65 DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	MAYOR'S RECEPTION SUPPLIES	101001-6301 Special Department Supplies	ACH012519	202.91 DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	MAYOR'S RECEPTION SUPPLIES	101001-6301 Special Department Supplies	ACH012519	105.86 DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	MAYOR'S DESK NAME PLATE	101001-6301 Special Department Supplies	ACH012519	41.25 DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	COUNCIL SUPPLIES	101001-6301 Special Department Supplies	ACH012519	6.45 DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	DEC OC REGISTER SUBSCRIPTION	101001-6301 Special Department Supplies	ACH012519	10.00 DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	WORKING LUNCH MTG MEALS	101511-6245 Meetings & Conferences	ACH012519	37.24 DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	CHAMBER GALA REG - ARRULA	101511-6245 Meetings & Conferences	ACH012519	65.00 DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA	BUSINESS MEETING MEALS	101511-6245	ACH012519	67.00 DECEMBER 18		00011582	01/25/2019

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	V008741		Meetings & Conferences						
EP	BANK OF AMERICA V008741	BUSINESS MEETING MEALS	101511-6245 Meetings & Conferences	ACH012519	90.73	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	CHAMBER GALA REG	101511-6245 Meetings & Conferences	ACH012519	65.00	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	BUSINESS MEETING MEALS	101511-6245 Meetings & Conferences	ACH012519	19.15	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	BUSINESS MEETING MEALS	101511-6245 Meetings & Conferences	ACH012519	56.49	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	BUSINESS MEETING MEALS	101511-6245 Meetings & Conferences	ACH012519	73.45	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	ADMIN STAFF MEETING MEALS	101511-6245 Meetings & Conferences	ACH012519	148.65	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	BUSINESS MEETING MEALS	101511-6245 Meetings & Conferences	ACH012519	6.21	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	BUSINESS MEETING MEALS	101511-6245 Meetings & Conferences	ACH012519	84.59	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101511-6315 Office Supplies	ACH012519	2.18	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101511-6315 Office Supplies	ACH012519	6.41	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	INTERVIEW PANEL SUPPLIES	101512-6301 Special Department Supplies	ACH012519	22.88	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	INTERVIEW PANEL SUPPLIES	101512-6301 Special Department Supplies	ACH012519	52.41	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	INTERVIEW PANEL SUPPLIES	101512-6301 Special Department Supplies	ACH012519	41.23	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	CREDIT - IPAD CASE	101523-6301 Special Department Supplies	ACH012519	-69.99	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA	IPAD CARRYING CASE	101523-6301	ACH012519	15.25	DECEMBER 18		00011582	01/25/2019

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	V008741		Special Department Supplies						
EP	BANK OF AMERICA V008741	COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	ACH012519	172.55	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	MONITORS & DESK MOUNTS	101523-6840 Machinery & Equipment	ACH012519	207.29	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	ROLLING TV STANDS	581573-6290 Dept. Contract Services	ACH012519	133.98	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	COMPUTER MONITORS	101523-6840 Machinery & Equipment	ACH012519	379.98	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	CONFERENCE LINE SUBSCRIPTION	101523-6999 Other Expenditure	ACH012519	1,442.18	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	MULCH	101904-6185 Construction Services	ACH012519	103.44	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	MULCH	101904-6185 Construction Services	ACH012519	155.16	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	DESK CALENDAR	102020-6315 Office Supplies	ACH012519	17.19	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	CHECK SCANNER SUPPLIES	102020-6315 Office Supplies	ACH012519	44.30	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	FINANCE STAFF MEETING MEALS	102020-6315 Office Supplies	ACH012519	165.54	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	CALBO TRAINING REG - BURNETT	102532-6250 Staff Training	ACH012519	645.00	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	CODE ENFORCEMENT JACKETS	102533-6360 Uniforms	ACH012519	286.59	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	DEV SVS MEETING SUPPLIES	102534-6245 Meetings & Conferences	ACH012519	19.55	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	DEV SVS MEETING MEALS	102534-6245 Meetings & Conferences	ACH012519	136.15	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA	PD COMMAND STAFF MTG MEALS	103040-6245	ACH012519	100.00	DECEMBER 18		00011582	01/25/2019

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	V008741		Meetings & Conferences						
EP	BANK OF AMERICA V008741	DISPATCH STAFF MEALS	103040-6301 Special Department Supplies	ACH012519	14.00	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	DISPATCH STAFF MEALS	103040-6301 Special Department Supplies	ACH012519	24.73	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	DISPATCH STAFF MEALS	103040-6301 Special Department Supplies	ACH012519	7.49	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	DISPATCH STAFF MEALS	103040-6301 Special Department Supplies	ACH012519	11.83	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	DISPATCH STAFF MEALS	103040-6301 Special Department Supplies	ACH012519	23.94	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	DISPATCH STAFF MEALS	103040-6301 Special Department Supplies	ACH012519	11.83	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	PD HOLIDAY CARDS	103040-6301 Special Department Supplies	ACH012519	30.15	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	DISPATCH STAFF MEALS	103040-6301 Special Department Supplies	ACH012519	27.05	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	DISPATCH STAFF MEALS	103040-6301 Special Department Supplies	ACH012519	22.06	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	PD HOLIDAY CARDS	103040-6301 Special Department Supplies	ACH012519	15.07	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	DISPATCH STAFF MEALS	103040-6301 Special Department Supplies	ACH012519	19.37	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	DISPATCH STAFF MEALS	103040-6301 Special Department Supplies	ACH012519	26.54	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	DISPATCH STAFF MEALS	103040-6301 Special Department Supplies	ACH012519	20.39	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	DISPATCH STAFF MEALS	103040-6301 Special Department Supplies	ACH012519	19.37	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA	DISPATCH STAFF MEALS	103040-6301	ACH012519	26.13	DECEMBER 18		00011582	01/25/2019

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	V008741		Special Department Supplies						
EP	BANK OF AMERICA V008741	DISPATCH STAFF MEALS	103040-6301 Special Department Supplies	ACH012519	15.64	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	103040-6301 Special Department Supplies	ACH012519	15.17	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	DISPATCH STAFF MEALS	103040-6301 Special Department Supplies	ACH012519	16.13	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	RETIREMENT PLAQUES	103040-6301 Special Department Supplies	ACH012519	42.99	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	DISPATCH STAFF MEALS	103040-6301 Special Department Supplies	ACH012519	19.85	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	PD STAFF XMAS MEALS	103040-6301 Special Department Supplies	ACH012519	165.88	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	PD STAFF XMAS MEALS	103040-6301 Special Department Supplies	ACH012519	119.28	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	103040-6301 Special Department Supplies	ACH012519	7.99	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	DISPATCH STAFF MEALS	103040-6301 Special Department Supplies	ACH012519	21.79	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	DISPATCH STAFF MEALS	103040-6301 Special Department Supplies	ACH012519	27.41	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	PD STAFF XMAS MEALS	103040-6301 Special Department Supplies	ACH012519	99.51	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	PD STAFF XMAS MEALS	103040-6301 Special Department Supplies	ACH012519	104.78	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	DISPATCH STAFF MEALS	103040-6301 Special Department Supplies	ACH012519	22.49	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	DISPATCH STAFF MEALS	103040-6301 Special Department Supplies	ACH012519	9.61	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA	DISPATCH STAFF MEALS	103040-6301	ACH012519	21.53	DECEMBER 18		00011582	01/25/2019

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	V008741		Special Department Supplies						
EP	BANK OF AMERICA V008741	DISPATCH STAFF MEALS	103040-6301 Special Department Supplies	ACH012519	13.76	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	DISPATCH STAFF MEALS	103040-6301 Special Department Supplies	ACH012519	21.85	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	DISPATCH STAFF MEALS	103040-6301 Special Department Supplies	ACH012519	25.60	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	DISPATCH STAFF MEALS	103040-6301 Special Department Supplies	ACH012519	12.05	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	PD STAFF MEALS DR18-04572	103041-6301 Special Department Supplies	ACH012519	79.63	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	BATTERIES FOR PATROL	103041-6301 Special Department Supplies	ACH012519	52.20	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	AIR PURIFIERS FOR PD	103041-6301 Special Department Supplies	ACH012519	470.52	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	JAN MCV DIRECT TV SVS	103041-6301 Special Department Supplies	ACH012519	77.99	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	EVIDENCE MARKERS	103043-6301 Special Department Supplies	ACH012519	210.00	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	SPILL ABSORTENT FOR JAIL	103043-6301 Special Department Supplies	ACH012519	109.77	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	XMAS TREE FOR DISPATCH	103043-6301 Special Department Supplies	ACH012519	90.42	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	BOXES, GLOVES, WIPES FOR PD	103043-6301 / 50100-6301 Special Department Supplies	ACH012519	984.39	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	MARKING PAINT	103047-6301 Special Department Supplies	ACH012519	48.36	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	12/21 DUI CHECKPOINT MEALS	103047-6301 / 50029-6301 Special Department Supplies	ACH012519	160.00	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA	12/21 DUI CHECKPOINT SUPPLIES	103047-6301 / 50029-6301	ACH012519	58.97	DECEMBER 18		00011582	01/25/2019

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	V008741		Special Department Supplies						
EP	BANK OF AMERICA V008741	PW STAFF MTG MEALS	103550-6245 Meetings & Conferences	ACH012519	87.20	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	PW STAFF MTG MEALS	103550-6245 Meetings & Conferences	ACH012519	57.11	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	LYFT SVS - ESTEVEZ REIMBURSED	103550-6245 Meetings & Conferences	ACH012519	51.44	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	PW STAFF MTG MEALS	103550-6245 Meetings & Conferences	ACH012519	294.45	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	CREDIT - BINDERS	103550-6315 Office Supplies	ACH012519	-7.32	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	BINDERS	103550-6315 Office Supplies	ACH012519	87.82	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	CREDIT - BINDERS	103550-6315 Office Supplies	ACH012519	-73.16	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	BINDERS	103550-6315 Office Supplies	ACH012519	70.99	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	DIVIDERS	103550-6315 Office Supplies	ACH012519	55.99	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	BINDERS & DIVIDERS	103550-6315 Office Supplies	ACH012519	115.72	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	BINDERS & DIVIDERS	103550-6315 Office Supplies	ACH012519	143.37	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	PW UNIFORM CLEANING SVS	103650-6360 Uniforms	ACH012519	82.50	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	PW SAFETY SWEATSHIRTS	103650-6360 Uniforms	ACH012519	198.08	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	PW UNIFORM CLEANING	103650-6360 Uniforms	ACH012519	34.65	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA	PW UNIFORM SWEATSHIRTS	103650-6360	ACH012519	196.17	DECEMBER 18		00011582	01/25/2019

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	V008741		Uniforms						
EP	BANK OF AMERICA V008741	SAND FOR GRAFFITI REMOVAL	103652-6301 Special Department Supplies	ACH012519	111.41	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	LIGHTS FOR DOWNTOWN	103652-6301 Special Department Supplies	ACH012519	366.85	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	MANAGEMENT JACKETS	103652-6301 Special Department Supplies	ACH012519	129.96	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	CREDIT - FACILITY SUPPLIES	103654-6301 Special Department Supplies	ACH012519	-11.30	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	PLASTIC TOTES	103654-6301 Special Department Supplies	ACH012519	90.12	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	PLASTIC TOTES	103654-6301 Special Department Supplies	ACH012519	290.13	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	JANITORIAL SUPPLIES	103654-6301 Special Department Supplies	ACH012519	152.97	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	SMOG CHECK FOR CITY VEHICLES	103658-6137 Repair Maint/Equipment	ACH012519	135.00	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	SMOG CHECK FOR CITY VEHICLES	103658-6137 Repair Maint/Equipment	ACH012519	58.20	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	SMOG CHECK FOR CITY VEHICLES	103658-6137 Repair Maint/Equipment	ACH012519	135.00	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	SMOG CHECK FOR CITY VEHICLES	103658-6137 Repair Maint/Equipment	ACH012519	135.00	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	GAS REGULATOR	103658-6137 Repair Maint/Equipment	ACH012519	67.68	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	GAS REGULATOR	103658-6137 Repair Maint/Equipment	ACH012519	64.68	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	GASOLINE - RADOMSKI	103658-6345 Gasoline & Diesel Fuel	ACH012519	29.50	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA	GASOLINE - REGER	103658-6345	ACH012519	60.50	DECEMBER 18		00011582	01/25/2019

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	V008741		Gasoline & Diesel Fuel						
EP	BANK OF AMERICA V008741	GASOLINE - PD UNITS	103658-6345 Gasoline & Diesel Fuel	ACH012519	125.00	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	GASOLINE - PD UNITS	103658-6345 Gasoline & Diesel Fuel	ACH012519	35.79	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	GASOLINE - PD UNITS	103658-6345 Gasoline & Diesel Fuel	ACH012519	125.00	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	GASOLINE - PD UNITS	103658-6345 Gasoline & Diesel Fuel	ACH012519	125.00	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	DEC REC SCHEDULING SOFTWARE	104070-6099 Professional Services	ACH012519	98.00	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	ASLA MEMBERSHIP - GONZALEZ	104070-6245 Meetings & Conferences	ACH012519	242.00	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	ASLA MEMBERSHIP - GONZALEZ	104070-6255 Dues & Memberships	ACH012519	270.00	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	CALENDARS	104070-6315 Office Supplies	ACH012519	20.08	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	CREDIT - SUPPLIES	104071-6301 Special Department Supplies	ACH012519	-10.41	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	TREE LIGHTING SUPPLIES	104071-6301 Special Department Supplies	ACH012519	71.98	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	TAMALE FESTIVAL SUPPLIES	104071-6301 Special Department Supplies	ACH012519	65.43	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	TREE LIGHTING SUPPLIES	104071-6301 Special Department Supplies	ACH012519	65.48	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	TAMALE FESTIVAL SUPPLIES	104071-6301 Special Department Supplies	ACH012519	320.35	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	CREDIT - RAIN PONCHOS	104071-6301 Special Department Supplies	ACH012519	-0.90	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA	TREE LIGHTING SUPPLIES	104071-6301	ACH012519	28.62	DECEMBER 18		00011582	01/25/2019

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	V008741		Special Department Supplies						
EP	BANK OF AMERICA V008741	TREE LIGHTING SUPPLIES	104071-6301 Special Department Supplies	ACH012519	71.04	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	CREDIT TREE LIGHTING SUPPLIES	104071-6301 Special Department Supplies	ACH012519	-32.13	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	TAMALE FESTIVAL SUPPLIES	104071-6301 Special Department Supplies	ACH012519	95.94	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	TREE LIGHTING SUPPLIES	104071-6301 Special Department Supplies	ACH012519	16.81	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	TREE LIGHTING SUPPLIES	104071-6301 Special Department Supplies	ACH012519	100.85	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	TREE LIGHTING SUPPLIES	104071-6301 Special Department Supplies	ACH012519	8.61	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	TREE LIGHTING RAIN PONCHOS	104071-6301 Special Department Supplies	ACH012519	63.36	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	TREE LIGHTING SUPPLIES	104071-6301 Special Department Supplies	ACH012519	8.93	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	P.A.R.K.S HOLIDAY SUPPLIES	104071-6301 Special Department Supplies	ACH012519	190.76	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	REC DEPT DRY CLEANING SVS	104071-6301 Special Department Supplies	ACH012519	12.50	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	P.A.R.K.S HOLIDAY SUPPLIES	104071-6301 Special Department Supplies	ACH012519	19.40	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	CREDIT TREE LIGHTING SUPPLIES	104071-6301 Special Department Supplies	ACH012519	-63.36	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	P.A.R.K.S HOLIDAY SUPPLIES	104071-6301 Special Department Supplies	ACH012519	184.05	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	P.A.R.K.S HOLIDAY SUPPLIES	104071-6301 Special Department Supplies	ACH012519	15.96	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA	DEC VOLUNTEER MATCH FEES	104071-6301	ACH012519	9.95	DECEMBER 18		00011582	01/25/2019

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	V008741		Special Department Supplies						
EP	BANK OF AMERICA V008741	SR CENTER RAFFLE PRIZES	104079-6301 Special Department Supplies	ACH012519	79.09	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	SR CENTER HOLIDAY SUPPLIES	104079-6301 Special Department Supplies	ACH012519	417.28	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	SR CENTER HOLIDAY PARTY MEALS	104079-6301 Special Department Supplies	ACH012519	341.57	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	SR CENTER HOLIDAY SUPPLIES	104079-6301 Special Department Supplies	ACH012519	73.89	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	DRINK COASTERS FOR STAFF	109595-6301 Special Department Supplies	ACH012519	377.13	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	MEETING SUPPLIES	109595-6301 Special Department Supplies	ACH012519	51.99	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	MEETING & COFFEE SUPPLIES	109595-6301 Special Department Supplies	ACH012519	92.32	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	HOLIDAY LUNCHEON SUPPLIES	109595-6301 Special Department Supplies	ACH012519	7.75	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	HOLIDAY LUNCHEON SUPPLIES	109595-6301 Special Department Supplies	ACH012519	52.39	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	HOLIDAY LUNCHEON SUPPLIES	109595-6301 Special Department Supplies	ACH012519	33.96	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	HOLIDAY LUNCHEON SUPPLIES	109595-6301 Special Department Supplies	ACH012519	16.81	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	HOLIDAY LUNCHEON SUPPLIES	109595-6301 Special Department Supplies	ACH012519	8.72	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	HOLIDAY LUNCHEON SUPPLIES	109595-6301 Special Department Supplies	ACH012519	25.98	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	HOLIDAY LUNCHEON SUPPLIES	109595-6301 Special Department Supplies	ACH012519	51.46	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA	MEETING SUPPLIES	109595-6301	ACH012519	24.99	DECEMBER 18		00011582	01/25/2019

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	V008741		Special Department Supplies						
EP	BANK OF AMERICA V008741	HOLIDAY LUNCHEON SUPPLIES	109595-6301 Special Department Supplies	ACH012519	32.97	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	HOLIDAY LUNCHEON SUPPLIES	109595-6301 Special Department Supplies	ACH012519	102.92	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	MISC SUPPLIES	109595-6301 Special Department Supplies	ACH012519	36.33	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	HOLIDAY LUNCHEON SUPPLIES	109595-6301 Special Department Supplies	ACH012519	25.39	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	HOLIDAY LUNCHEON SUPPLIES	109595-6301 Special Department Supplies	ACH012519	165.00	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	HOLIDAY LUNCHEON SUPPLIES	109595-6301 Special Department Supplies	ACH012519	61.50	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	HOLIDAY LUNCHEON SUPPLIES	109595-6301 Special Department Supplies	ACH012519	67.80	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	COUNTER SIGNS FOR CITY HALL	109595-6999 Other Expenditure	ACH012519	113.89	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	REPORT PREP & DATA COLLECTION	109595-6999 Other Expenditure	ACH012519	1,284.00	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	CCB EVENT SUPPLIES	504077-6301 Special Department Supplies	ACH012519	31.27	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	CCB EVENT SUPPLIES	504077-6301 Special Department Supplies	ACH012519	63.50	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	CCB EVENT SUPPLIES	504077-6301 Special Department Supplies	ACH012519	48.42	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	CCB EVENT SUPPLIES	504077-6301 Special Department Supplies	ACH012519	67.80	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA V008741	CCB EVENT SUPPLIES	504077-6301 Special Department Supplies	ACH012519	43.09	DECEMBER 18		00011582	01/25/2019
EP	BANK OF AMERICA	CCB EVENT SUPPLIES	504077-6301	ACH012519	70.71	DECEMBER 18		00011582	01/25/2019

**City of Placentia
Electronic Disbursement Register
For 02/13/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V008741		Special Department Supplies						
EP	BANK OF AMERICA V008741	DEC CITY HALL MUSIC	581573-6290 Dept. Contract Services	ACH012519	26.95	DECEMBER 18		00011582	01/25/2019
				Check Total:	18,380.39				
				Type Total:	272,195.00				
				Check Total:	272,195.00				



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF FINANCE

DATE: FEBRUARY 19, 2019

SUBJECT: **RESOLUTION ADOPTING THE ANNUAL STATEMENT OF INVESTMENT POLICY FOR 2019**

FISCAL
IMPACT: NONE

SUMMARY:

Submitted for City Council review and approval is the Statement of Investment Policy for the 2019 calendar year. The proposed investment policy states the goals of the City's investment activities, the types of investments in which the City is allowed to invest its funds and the reporting requirements.

The City currently lists four eligible government sponsored investment pools (GSIPs) within the policy: The Local Agency Investment Fund (LAIF), the Orange County Investment Pool, CalTrust and the California Asset Management Program (CAMP). As specified in the Investment Pool section of the Policy, investigation and due diligence are required by the Treasurer on an ongoing basis with analysis to determine that the investment pool is being managed in a manner consistent with the objectives of this Policy.

In summary, the Investment Policy addresses the following topics:

- **Scope** - states that the policy pertains to all of the City's funds.
- **Objective** - the investment priorities are stated in order as Safety, Liquidity, and Yield.
- **Prudent Investor Standard** - states that the City's authorized investors will act in a prudent manner as defined by "The Prudent Person Standard."
- **Delegation of Authority** - authorizes who can perform treasury duties on the City's behalf.
- **Ethics** - addresses ethics and conflicts of interest of those who manage the City's investment of funds.
- **Authorized Financial Dealers and Institutions** - defines how investment dealers and brokers will be selected and retained.
- **Authorized & Suitable Investments** - a matrix which shows authorized investments and portfolio limitations.

1. c.
February 19, 2019

- **Investment Pools** - description of government sponsored investment pools and review process when investing in them. The approved pools include the Local Agency Investment Fund (LAIF), the Orange County Investment Pool, CalTrust, and California Asset Management Program (CAMP).
- **Prohibited Investments** - investments that are prohibited have been listed.
- **Collateralization** - requirements have been clearly defined.
- **Diversification** - the goal of diversifying investments is addressed.
- **Safekeeping and Custody** - requirements have been defined.
- **Reporting** - defines content and frequency of reports.
- **Internal Control** - defines the role of internal control as it relates to the City's investment practices.
- **Annual Management Review and Audit** – defines the audit requirement for the City's Investment Policy, practices, procedures and portfolio management.

Appendix A is a glossary that lists and describes the various investment instruments allowed by the Policy. Appendix B is the Broker Dealer Questionnaire which is used to qualify investment broker/dealers for the City's use. Appendix C is the current list of authorized broker/dealers and banking institutions.

RECOMMENDATION:

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

Adopt Resolution No. R-2019-XX, A resolution of the City Council of the City of Placentia, California, adopting the annual Statement of Investment Policy for the Year 2019.

Prepared by:



Kim Krause
Director of Finance

Reviewed and approved:



Kevin Larson
City Treasurer

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Resolution No. R-2019-XX
2. Statement of Investment Policy 2019

RESOLUTION NO. R-2019-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, ADOPTING THE ANNUAL STATEMENT OF INVESTMENT POLICY FOR THE YEAR 2019

A. Recitals

(i) California Government Code §53646 provides that the Treasurer or Finance Director of the City of Placentia may annually provide a Statement of Investment Policy to the City Council and the Financial Audit Oversight Committee.

(ii) The Finance Director and the City Treasurer of the City of Placentia have prepared for approval the attached Statement of Investment Policy for 2019.

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

B. Resolution

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

1. The attached Statement of Investment Policy for the City of Placentia hereby is adopted for the calendar year 2019, in compliance with California Government Code §53646.

2. The Finance Director shall provide the Annual Statement of Investment Policy to each member of the Financial Audit Oversight Committee.

PASSED, APPROVED AND ADOPTED on the 19th day of February 2019.

Rhonda Shader, Mayor

ATTEST:

Patrick J. Melia, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, PATRICK J. MELIA, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia, held on the 19th day of February 2019, by the following vote:

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

Patrick J. Melia, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

**CITY OF PLACENTIA
STATEMENT OF INVESTMENT POLICY
2019**

INVESTMENT POLICY OVERVIEW

The Statement of Investment Policy ("Policy") is intended to provide guidelines for the prudent investment of the City of Placentia's ("City") temporarily idle cash and to outline the policies for investing funds. It is the City's policy to invest public funds in a manner which will provide foremost for the safety of the principal while meeting the short and long-term cash flow demands of the City. The ultimate goal is to enhance the economic status of the City while protecting its pooled funds in accordance with the applicable local, state and federal laws.

Annually, in accordance with California Government Code (CGC) Section 53646(a)(2), the City Council is presented a Statement of Investment Policy (Policy) for consideration and approval at a public meeting.

PURPOSE

This Policy sets forth the policies which shall govern the investment of the City's funds. It will be used by the City Treasurer, other City Officials and staff as well as all other third-party providers of investment or investment related services. Its purpose is to direct the prudent investment and protection of the City's funds and investment portfolio, in compliance with the requirements of CGC Section 53600 et. seq.

INVESTMENT OBJECTIVES

It is the policy of the City to invest funds in a manner which will provide for the preservation of capital while meeting the daily cash flow requirements of the City and attaining a reasonable rate of return within an acceptable and defined level of risk.

An overriding requirement is compliance with all Federal, State and local laws governing the investment of City funds, and as specified in the CGC Section 53600.5, when investing, reinvesting, purchasing, acquiring, exchanging, selling, and managing public funds, the primary objectives, in priority order of the investment activities shall be:

- a. **SAFETY:** Safety of principal is the foremost objective of the investment program. Investments of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective is to mitigate credit risk and interest rate risk.

- Credit Risk is the risk of loss of principal due to the failure of the security issuer. Credit Risk can be mitigated by:
 - Limiting investments to the safest types of securities
 - Prequalifying accountants, auditors, financial institutions, broker/dealers, financial advisors, and other outside consultants with which the City does business.
 - Diversifying the investment portfolio so that potential losses are minimized.
- Interest Rate Risk is the risk that the market value of securities will fall due to a rise in general market interest rates. It is the policy of the City to hold individual securities to maturity in an effort to meet liquidity demands. Interest rate risk can be mitigated by:
 - Holding individual securities to maturity – Structuring the investment portfolio so that securities mature to meet cash flow requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.
 - Employing a laddering strategy whereby staggering maturities of individual securities so that bonds come due in increments assuring an overall liquidity pattern.
 - Limiting maturities of individual securities and the average maturity of the overall portfolio.

b. **LIQUIDITY:** The investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements which might be reasonably anticipated.

c. **YIELD:** The investment portfolio shall be designed with the objective of achieving a competitive market rate of return or yield, while taking into account the investment risk constraints and liquidity needs. The core investments shall be limited to low risk securities to be held to maturity with the following exceptions:

- A security with declining credit may be sold early to minimize loss of principal.
- A security swap that would improve the quality, yield or target duration of the portfolio.
- The liquidity need of the portfolio requires a security to be sold.

PRUDENT INVESTOR STANDARD

The standard to be used by investment officials shall be that of a “prudent person” and shall be applied to the context of managing all aspects of the City’s investment portfolio.

The Prudent Person Standard

“The City Council, City Treasurer and others who are authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, and managing funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the City. Within the limitations of this Policy and considering individual investments as a part of an overall strategy, a trustee is authorized to acquire investments as authorized by law.”

ETHICS

Elected officials, City employees and any other individuals involved in the investment operations are prohibited from personal business activity that could conflict with the proper execution of the investment program, or which could impair the ability to make impartial investment decisions, or which could give the appearance thereof. Furthermore, these same individuals are prohibited from undertaking personal investment transactions with any individual with whom business is conducted on behalf of the City. Employees and investment officials are required to file annual disclosure statements as required for “public officials who manage public investments” (as defined and required by the Political Reform Act found in CGC Section 81000 et seq. and related regulations adopted by the Fair Political Practices Commission (FFPC)).

SCOPE

This Policy applies to all financial assets of the City.

The funds covered by this policy are accounted for in the City’s Comprehensive Annual Financial Report (CAFR) and include:

- A. General Fund
- B. Special Revenue Funds
- C. Debt Service Funds
- D. Capital Projects Funds
- E. Enterprise Funds
- F. Internal Service Funds
- G. Agency Funds
- H. Private Purpose Trust Funds

DELEGATION OF AUTHORITY

In accordance with the CGC Section 53607, the City Council hereby delegates investment authority to the City Treasurer for a period of one year and such investment authority must be renewed annually. Adoption of this Policy constitutes delegation of investment authority to the City Treasurer for the following year unless revoked in writing. The responsibility of the day-to-day investment of City funds will be the City Treasurer. In the Treasurer's absence, the Treasurer delegates investment authority to the Deputy City Treasurer (Finance Director) as allowable per CGC Section 41006. The City Treasurer shall be responsible for all investment transactions undertaken and shall establish a system of controls to regulate cash management and investment activities.

AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS:

The City Treasurer will maintain a list of approved financial dealers and banking institutions to provide investment and banking services to the City. All brokers and dealers that desire to become qualified bidders for investment transactions with the City must respond to the City's "Broker Dealer Questionnaire" (Appendix B) and submit related documents relative to eligibility. This includes a current audited financial statement, proof of state registration, proof of NASD registration and a certification they have received and reviewed the City's Investment Policy. An annual review of the financial condition and registrations of qualified broker/dealers will be conducted by the Treasurer. The current list of approved financial institutions is included as Appendix C.

AUTHORIZED & SUITABLE INVESTMENTS

Investments shall be made only in those instruments specifically authorized by California State laws (CGC Sections 53600-53609), and to no greater an extent than those authorized by those laws.

The City's specific permitted investment guidelines are listed below. It should be noted that the City's permitted investments may be more restrictive than the State guidelines. A glossary is provided in Appendix A.

City of Placentia
Statement of Investment Policy – 2019

Investment Type	Maximum Maturity	Maximum Percentage of Portfolio	Maximum Investment in One Issuer
US Treasury Bills, Notes and Bonds	5 Years	None	None
Federal Agency Obligations	5 Years	30%	15%
Negotiable Certificates of Deposit (CD's) or Time Deposits*	5 Years	30%	\$250,000
Non-Negotiable Certificates of Deposit (CD's) or Time Deposits*	5 Years	40%	\$250,000
Money Market Funds	N/A	20%	10%
Passbook Savings/Demand Deposits	N/A	None	None
Commercial Paper - rated highest quality by national ratings agencies	270 days	25%	10%
Bankers Acceptances	180 bankers days	30%	30%
Local Agency Investment Fund (LAIF)	N/A	None	N/A
Orange County Investment Pool	N/A	None	N/A
CalTrust (JPA)	N/A	None	N/A
California Asset Management Program (CAMP)	N/A	None	N/A
Repurchase Agreements (Repos)	1 year	30%	None

**Denotes a collateral requirement either initially, or at a pre-determined threshold. Please refer to Collateral section of the Policy for specific requirements.*

PROHIBITED INVESTMENTS

State and Federal laws notwithstanding, any investment not specifically described herein including, but not limited to, reverse repurchase agreements, derivatives, options, futures, zero coupon bonds, inverse floaters, range notes, first mortgages or trust deeds, collateralized mortgage obligations (CMO's), limited partnerships, real estate investment trusts (REIT's), open-end mutual funds, closed-end mutual funds, mutual funds with a weighted average maturity greater than 180 days, common stock, preferred stock, commodities, precious metals, securities with high price volatility and/or limited marketability (less than three active bidders), securities that may default on interest payments and any other speculative investment deemed in appropriate under the Prudent Investor standard a strictly prohibited. In addition, any investment transaction that might impair public confidence in the City of Placentia's government is to be avoided.

COLLATERALIZATION

Collateralization is required on certificates of deposits and repurchase agreements. In order to anticipate market changes and provide a level of security for all funds, the

collateralization level will be 110% of market value of principal and accrued interest. The City Treasurer may waive the collateral requirement for deposits up to the maximum dollar amount which are covered by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Administration (NCUA), currently \$250,000.

INVESTMENT POOLS

Government sponsored investment pools (Pools) are permitted under CGC Section 53635 and are an excellent short-term investment option for cash management purposes. These pools can provide safety, liquidity, and yield in a single diversified investment. However, thoughtful investigation and due diligence are required both initially at the time of joining and on an ongoing basis with analysis to determine that the investment pool is being managed in a manner consistent with the objectives of this Policy.

DIVERSIFICATION

The City recognizes diversification is an investment strategy that will mitigate risk in the investment portfolio. The City's investment portfolio shall be diversified to avoid incurring unreasonable and avoidable risks with regard to specific investment types. Within investment types, the City shall also maintain a mix of securities to avoid concentrations within individual financial institutions, geographic areas, industry types, and maturities.

The City will only invest in fixed rate, fixed maturity securities and no more than the percentages and amounts indicated in the preceding Authorized & Suitable Investments section shall be invested in any single investment type or financial institution.

SAFEKEEPING AND CUSTODY

All City investments shall have the City of Placentia as its registered owner, and all interest and principal payments shall indicate the City of Placentia as payee. All securities will be held with a qualified financial institution, contracted by the City as a third-party custodian with a separate custodial agreement (does not apply to insured Certificates of Deposit, money market funds, the Local Agency Investment Fund or the Orange County Investment Pool). All agreements and statements will be subject to review annually by external auditors in conjunction with their audit. All securities shall be acquired by the safekeeping institution on a "Delivery-vs-Payment" (DVP) basis. For Repurchase Agreements, the purchase may be delivered by book entry, physical delivery or by third-party custodial agreement consistent with the Government Code. The transfer of securities to the counterparty bank's customer book entry account may be used for book entry deliver. The City Treasurer or designee shall require a Broker Trade confirmation for all trades.

REPORTING

The City Treasurer will submit a quarterly investment report to the City Council for review. This report will include the following elements:

1. Type of investment, issuer, maturity, par and dollar amount invested.
2. Weighted average maturity of investments
3. Funds managed by contracted parties including loans.
4. Market value and source of valuation
5. Description of compliance with Policy.
6. City's ability to meet six (6) months cash needs; or why not.

INTERNAL CONTROL

The City Treasurer shall be responsible for all investment transactions undertaken and shall establish a system of controls to regulate cash management and investment activities. Internal policies and procedures shall be developed to assure that appropriate controls are in place to authorize, document and confirm all transactions. The same policies and procedures shall be followed for all investment types and all government-sponsored investment pools in which the City participates. A separate Investment Procedures Manual shall be established to assist staff with daily operations and shall be reviewed at least annually by the Treasurer. To provide further protection of the City's funds, written instructions require the City's bank to obtain verification of all wire transfers from two of the four following officers: City Mayor, City Treasurer, City Administrator, or Finance Director. All banking and investment accounts through approved financial institutions shall conform to the City of Placentia Wire and Funds Transfer Policy # 443.

ANNUAL MANAGEMENT REVIEW AND AUDIT

An annual audit of the City's Investment Policy, practices, procedures and portfolio status will be conducted by an independent auditor. The independent auditor will provide the City with written observations and recommendations regarding the adequacy of investment controls. The City's Financial Audit Oversight Committee will review these items as part of their annual audit review of the City's Comprehensive Annual Financial Report.

Appendix A

GLOSSARY

DEPOSITORY SERVICES

Active deposits are demand or checking accounts which receive revenues and pay disbursements.

Interest –bearing active deposits are money market accounts at a financial institution (I.e. bank, savings and loan, credit union). These accounts are demand accounts with restricted transaction activity.

Inactive deposits are Certificates of Deposit issued in any amount for periods of time as short as fourteen days and as long as several years. Interest must be calculated on a 360 day basis, actual number of days.

Passbook savings account is similar to an inactive deposit except not for a fixed term. The interest rate is much lower than Certificates of Deposit, but the savings account allows for flexibility. Funds can be deposited and withdrawn according to daily operational needs.

INVESTMENT SECURITIES

U.S. Treasury Issues are direct obligations of the United States Government. These issues are called bills, notes, and bonds. The maturity range of new issues is from 13 weeks (T-Bills) to 30 years (T-Bonds). These are highly liquid and are considered the safest investment security.

Federal Agency Issues are issued by direct U.S. Government agencies or quasi-governmental agencies. These issues are guaranteed directly or indirectly by the United States Government. Examples of these securities are Federal Home Loan Bank (FHLB) notes, Federal National Mortgage Association (FNMA) notes, Federal Farm Credit Bank (FFCB) notes, Federal Home Loan Mortgage (FHLMC) notes, Federal Intermediate Credit Bank (FICB) debentures, Small Business Administration (SBA) notes, Government National Mortgage Associations (GNMA) notes, and Student Loan Association (SALLMAE) notes.

Certificates of Deposit are investments for inactive funds issued by banks, savings and loans, and credit unions. Investments of up to \$250,000 are insured respectively by the Federal Deposit Insurance Corporation (FDIC), and the National Credit Union Share Insurance Fund (NCUSIF). Certificates of Deposit can be issued from 14 days to several

years in maturity allowing the City investment of funds to be matched to cash flow needs. For deposits exceeding \$250,000 the financial institution is required to collateralize the investment with 110% government securities. The City does not accept 150% collateral (First Trust Deeds) or 105% Letters of Credit (L.C.).

A **Non-Negotiable Certificate of Deposit** is a promissory note issued by a depository institution (such as a bank, credit union, savings association, etc.) that usually carries a penalty for early withdrawal and does not have a CUSIP.

Negotiable Certificates of Deposit are issued by a nationally or state-chartered bank, a savings association or a federal association (as defined by Section 5102 of the Financial Code), a state or federal credit union, or by a federally licensed or state licensed branch of a foreign bank and are assigned a CUSIP.

Money Market Mutual Funds may only invest in US Government securities permitted under this Policy and under California Government Code Section 53601 *et seq.* with final stated maturities of one year or less. The primary objective of the money market is to maintain a constant \$1.00 Net Asset Valuation (NAV). In addition the follow limitations shall apply:

- Only invests in US Government securities, and the weighted average maturity of the portfolio is less than 180 days.
- The fund shall be registered with the SEC.
- The fund shall have a minimum of \$500 million total asset portfolio at the time of investment, and should not drop below this threshold.
- The money market shall have attained the highest ranking or highest letter and numerical rating provided by not less than two nationally recognized statistical rating organizations, and shall maintain these ratings for the duration of the investment.

Passbook Savings/Demand Accounts are the accounts maintained to provide by a bank to provide depository and disbursement services for the City's daily cash flow requirements. These accounts are generally low or non-interest bearing accounts.

Commercial Paper is a short term debt security issued by financial companies and large corporations. Commercial paper must be "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical rating organization (NRSRO). It must be organized and operating in the United States, have a maximum maturity of 270 days. Investment in Commercial paper is limited to not more than 25% of the investment portfolio.

Local Agency Investment Fund (LAIF) is a special fund in the State Treasury which local agencies may use to deposit funds for investment. There is no minimum investment

period and the minimum transaction is \$5,000, in multiples of \$1,000 above that, with a maximum of \$50 million for any agency. It offers high liquidity because deposits can be converted to cash in twenty-four hours and no interest is lost. All interest is distributed to those agencies participating on a proportionate share determined by the amounts deposited and the length of time they are deposited. Interest is paid quarterly by electronic deposit to a designated bank account.

The State keeps an amount for reasonable costs of making the investments. State law provides that administrative costs are not to exceed 5% of quarterly earnings of the fund. However, if the 13-week Daily Treasury Bill Rate of the last day of the fiscal year is below 1%, then administrative costs shall not exceed 8% of quarterly earnings of the fund for the subsequent fiscal year.

Government Code Section 16429.3 states that “moneys placed with the Treasurer for deposit in the Local Agency Investment Fund by cities, counties, special districts, nonprofit corporations, or qualified quasi-governmental agencies shall not be subject to either of the following: (a) transfer or loan pursuant to Sections 16310, 16312, or 16313, or (b) impoundment or seizure by any state official or state agency.” During the 2002 legislative session, Government Code Section 16429.4 was added to the LAIF’s enabling legislation. This Section states that “the right of a city, county, city and county, special district, nonprofit corporation, or qualified quasi-governmental agency to withdraw its deposited moneys from the LAIF, upon demand, may not be altered, impaired, or denied in any way, by any state official or state agency based upon the state’s failure to adopt a State Budget by July 1 of each new fiscal year.”

Orange County Investment Pool is government-sponsored investment pool managed by the Orange County Treasurer. Funds are held in trust and invested. Government Code Section 27100.1 states that funds are deemed to be held in trust by the County Treasurer on behalf of the depositing entity or public official and shall not be deemed funds or assets of the County. The Legislature enacted this section to make clear what the status of the funds would be in the case of the County declaring bankruptcy.

The Treasurer’s foremost objective in investing public funds is to ensure that public funds are invested in a manner that provides for maximum security of principal and preservation of capital, while conforming to all Federal, State and local laws, statutes, and resolutions for investment of public funds. The second objective is to maintain sufficient liquidity to enable participants to meet their operating cash flow needs. Liquidity is essential to the safety of principal. The third and last important objective is to obtain a market rate of return throughout budgetary and economic cycles within the investment policy risk parameters and cash flow needs.

CalTrust is a Joint Powers Agency formed in 2005 as a government-sponsored investment pool. The pool offers four options: a government securities fund; a money market fund; a short-term fund and a medium-term fund. Participants must be a California public agency under CGC Section 6509.7. CalTrust is governed by an 11-member board who are experienced local government treasurers or investment officers. The investment objective of the pool is to attain as high a level of current income as is consistent with the preservation of principal. The pool is audited annually by an independent auditor. As of December 2017, the pool had \$2.7 billion in total assets.

California Asset Management Program (CAMP) is a Joint Powers Agency formed in 1999 as a government-sponsored investment pool. CAMP is a short-term money market portfolio and cash management vehicle. All California public agencies are eligible to participate. The JPA is governed by a 7-member board who are local government finance directors and treasurers or participants in the Trust. The investment objective of the pool is to attain as high a level of current income as is consistent with the preservation of principal. The pool is audited annually by an independent auditor. As of December 2016, the pool had \$2.0 billion in total assets. Investment services are currently provided to the pool by PFM Asset Management LLC.

Repurchase Agreements (Repo) are a form of short-term investment where the dealer sells government securities to an investor on a short-term basis with the agreement to buy them back. Investment in repurchase agreements may be made on any investment authorized in this policy. The maximum maturity is limited to one year and may not exceed 20% of the total portfolio.

Appendix B
City of Placentia
Investment Broker/Dealer Questionnaire

SECTION I: STATEMENT OF POSITION AND GENERAL REQUIREMENTS

The City of Placentia (hereinafter referred to as the “City”) is a city operating under the laws of the State of California. The City manages an investment portfolio which at June 30, 20XX totaled \$XX million. The portfolio is mainly comprised of demand deposits and deposits in the State of California Local Agency Investment Fund.

Annually the City adopts a written Investment Policy. The policy regulates the standards and procedures used in its cash management activities. A copy of the City’s Investment Policy is provided with this document. Each broker/dealer must certify that they have read the policy and will incorporate due diligence in conforming to the provisions of the City’s Investment Policy, as well as all applicable state and Federal regulations as they apply to the investment activities of California municipalities.

The City maintains relationships with qualified members of the broker/dealer community who, in their opinion, “understand the needs, constraints and goals of the City.”

Broker/dealers will be notified of their approval by the City in writing. No transactions will be conducted with an approved broker/dealer until all paperwork required by both parties has been executed. The City solicits competitive bids and offers on the majority of its transactions. All securities will be delivered against payment to a third-party custodian named by the City.

City personnel will review and substantiate all information and references requested in the document; therefore, please answer all questions as thoroughly as possible.

**SECTION II - PART 1: REQUEST FOR GENERAL INFORMATION FROM
BROKER/DEALER CANDIDATE**

1. Name of firm: _____
2. Address (local): _____
Address (main): _____
3. Telephone (local): () _____ () _____
Telephone (main): () _____ () _____

City of Placentia
Statement of Investment Policy – 2019

4. Primary Representative:

Name: _____ Title: _____

Telephone: _____ Fax: _____

Email: _____

5. Manager/Partner in Charge:

Name: _____ Title: _____

Telephone: _____ Fax: _____

Email: _____

6. What is the preferred method and frequency of communication?

7. Please provide five government agencies (cities, counties, special districts, etc.) references with whom the City's representative(s) listed in No. 4 above has/have an established Investment Broker/Dealer relationship. (Southern California Agencies preferred):

➤ Client name: _____ Contact: _____

Length of relationship: _____ Telephone: _____

➤ Client name: _____ Contact: _____

Length of relationship: _____ Telephone: _____

➤ Client name: _____ Contact: _____

Length of relationship: _____ Telephone: _____

➤ Client name: _____ Contact: _____

Length of relationship: _____ Telephone: _____

➤ Client name: _____ Contact: _____

Length of relationship: _____ Telephone: _____

8. What is your firm's current market capitalization? _____

City of Placentia
Statement of Investment Policy – 2019

9. Is your firm a broker (does not own securities being offered)? Yes: No:
Is your firm a dealer (does own securities being offered)? Yes: No:

10. Are all required licenses to operate as a broker/dealer firm in the State of California obtained, valid and current? Yes: No:

11. Please provide proof of the following:

Registration with NASD	<input type="checkbox"/> Attached	<input type="checkbox"/> NA
Registration with the State of California	<input type="checkbox"/> Attached	<input type="checkbox"/> NA
Financial Industry Regulatory Authority (FINRA)	<input type="checkbox"/> Attached	<input type="checkbox"/> NA
Your firm is qualified under SEC rule 15C3-1 (Uniform Net Capital Rule)	<input type="checkbox"/> Attached	<input type="checkbox"/> NA

12. Is your firm examined by and subject to rules and regulations of:

FDIC	<input type="checkbox"/> Yes	<input type="checkbox"/> No
SEC	<input type="checkbox"/> Yes	<input type="checkbox"/> No
NYSE	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Comptroller of Currency	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Federal Reserve System	<input type="checkbox"/> Yes	<input type="checkbox"/> No

13. What market sectors are you and your firm currently involved?

US T-bills	<input type="checkbox"/>	Treasury Notes/Bonds	<input type="checkbox"/>
US Agency Bonds	<input type="checkbox"/>	California State Bonds	<input type="checkbox"/>
Bankers' Acceptances	<input type="checkbox"/>	Commercial Paper	<input type="checkbox"/>
Bank CDs	<input type="checkbox"/>	Money Market Mutual Funds	<input type="checkbox"/>
Repurchase Agreements	<input type="checkbox"/>		
Medium Term Notes	<input type="checkbox"/>	Other _____	
Other _____		Other _____	

14. Does your firm specialize in any of the instruments listed above? If so, please specify:

15. Is the firm a primary dealer in U.S. Government Securities? Yes No

If so, for how long has your firm been a primary dealer? _____

What is your firm's total volume in U.S. Government and Agency Securities last year?

Firm-wide \$ _____ Number of Transactions: _____

Local Office \$ _____

Number of Transactions: _____

16. What reports, transactions, confirmations and paper trail would the City receive? (please attach sample documentation)

17. Do you provide any fixed income research and economic commentary?

Yes (attached) No

18. What sort of technical market perspective do you propose to bring to a relationship with the City?

SECTION II - PART II: REQUEST FOR BROKER/DEALER DISCLOSURE

19. To the best of your knowledge, has there been any "material" litigation, arbitration or regulatory proceedings, either pending, adjudicated or settled, that your firm has been subject to within the last five years that involved issues concerning the suitability of the sale or purchase of securities to institutional clients or fraudulent or unfair practices related to the sale of securities to an institutional client? If so, please describe each such matter briefly. For purposes of this section, proceedings are "material" if your independent accountant applying generally accepted accounting principles determines that such proceedings required disclosure on your financial statements.

Any "material" proceedings? Yes No If yes, provide attachment with explanation.

20. Please provide certified audited financial statements for the last three years. In addition, for those dealers preparing and submitting financial statements to the following organizations, please provide publicly available financial documents filed with these agencies for the previous two years: National Association of Securities Dealers, Securities and Exchange Commission, New York Stock Exchange and Federal Deposit Insurance Corporation.
21. Have any of your public-sector clients ever sustained a loss on a securities transaction arising from a misunderstanding or misrepresentation of the risk characteristics of the instrument?

Yes No

If so, please explain: _____

22. Please provide a schedule of fees and charges for various transactions and describe the process by which the city pays the fees and charges.

SECTION III: CERTIFICATION

I hereby certify that the preceding is true and correct to the best of my knowledge and that I am authorized to execute this request for information on behalf of the broker/dealer firm.

The firm has in place reasonable procedures and a system of controls designed to preclude imprudent investment activities arising out of transactions conducted between the firm and the City of Placentia.

All individuals assigned to the City's account have read the City's most current Investment Policy, understand the objectives and constraints set forth by the policy, agree to disclose potential conflicts or risks to public funds that might arise out of business transactions between the firm and the City, and will incorporate due diligence in conforming to the provisions of the policy as well as all applicable state and federal regulations as they apply to the investment activities of California municipalities.

The firm shall be provided an annual adopted Investment Policy for the City of Placentia and shall be informed of any changes to the policy. The undersigned certify that no securities will be sold to the City, which are in violation of State code or City policy; however, the City shall be responsible for ensuring compliance with percentage limits established by State code and City policy.

Name of firm _____

Name of Primary Representative _____ Title _____

Signature _____ Date _____

Name of principal or manager _____ Title _____

Signature _____ Date _____

Appendix C

LIST OF APPROVED FINANCIAL DEALERS AND BANKING INSTITUTIONS

Bank of America (commercial checking)

Banc of California (commercial checking)

Wells Fargo Bank (fiscal agent)

US Bank (fiscal agent)

Multi-Bank Securities (certificates of deposit)

Other banking and investment institutions as approved in writing by the City Treasurer

All banking and investment accounts through approved financial institutions shall conform to the City of Placentia Wire and Funds Transfer Policy # 443.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF DEVELOPMENT SERVICES

DATE: FEBRUARY 19, 2019

SUBJECT: **SECOND READING OF ORDINANCE NO. O-2019-01 OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, WHEREBY CHAPTER 23.73 OF THE MUNICIPAL CODE, CURRENTLY ENTITLED "SECOND UNITS" SHALL BE AMENDED TO COMPLY WITH NEW STATE REGULATIONS REGARDING ACCESSORY DWELLING UNITS AND MAKING CONFORMING CHANGES TO CHAPTERS 23.04, 23.10, 23.12, 23.15, 23.25, 23.72 AND 23.107 OF THE MUNICIPAL CODE (ZONING CODE AMENDMENT 2018-03)**

FISCAL
IMPACT: NONE

SUMMARY:

This ordinance would amend the Placentia Municipal Code (PMC) regarding the regulation of Accessory Dwelling Units (ADUs). Certain components of these regulations, as well as other related City regulations, do not comply with certain new State laws. Therefore, updates to the PMC are necessary to achieve compliance with recent State legislation. On February 5, 2019, the City Council held a public hearing in which public comments were received and the City Council approved the first reading of the ordinance. The recommended actions would approve the second reading and adoption of the ordinance, to take effect on March 21, 2019, and would make the finding that adoption of the ordinance is exempt from environmental review pursuant to the provisions of the California Environmental Quality Act (CEQA), Section 15282(h).

RECOMMENDATION:

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

1. Waive full reading, by title only, and adopt Ordinance O-2019-01, An ordinance of the City Council of the City of Placentia, amending Chapter 23.73 of the Municipal Code, currently entitled "Second Units" to comply with new State regulations regarding accessory dwelling units and making conforming changes to Chapters 23.04, 23.10, 23.12, 23.15, 23.25, 23.72 and 23.107 of the Municipal Code; and
2. Find that the adoption of the ordinance is categorically exempt from environmental review and direct Staff to file a Notice of Exemption, in that CEQA Guidelines Section 15282(h)

1. d.
February 19, 2019

establishes that “the adoption of an ordinance regarding second units in a single-family or multifamily zone by a city or county to implement the provisions of Sections 65852.1 and 65852.2 of the Government Code” relating to “granny” housing and “second unit ordinances” are exempt from the requirements of CEQA.

BACKGROUND:

On July 10, 2018, the Planning Commission conducted a public hearing regarding Zoning Code Amendment (ZCA) 2018-03, and recommended approval of the ZCA and also recommended that the City Council find that adoption of the ZCA is exempt from environmental review pursuant to the provisions of the CEQA, Section 15282(h). On February 5, 2019, the City Council held a public hearing in which public comments were solicited, and the City Council approved the first reading of the ordinance.

ADUs have been known as granny flats, in-law units, backyard cottages, secondary dwelling units and more according to the California Department of Housing and Community Development. An ADU is a secondary dwelling unit with complete independent living facilities for one or more persons. The purpose of the State mandates is to allow for affordable, innovative and effective means to provide additional rental housing as a component of the housing supply in California. According to State legislation, ADUs are a different form of housing that can help California meet its diverse housing needs.

In 2016, the State Legislature passed Assembly Bill No. 2299 and Senate Bill No. 1069 amending California Government Code Section 65852.2 related to ADUs, which took effect on January 1, 2017. On October 8, 2017, Senate Bill 229 and Assembly Bill 494 were passed, which further amended Government Code Section 65852.2 and clarified language regarding ADUs which took effect on January 1, 2018.

The intent of the bills is to reduce barriers to the development of ADUs, which have been found to be an affordable-by-design type of in-fill housing that can meet the needs of couples, small families, young people, students and seniors by offering new below market rental stock in existing neighborhoods.

DISCUSSION:

This amendment to the PMC is intended to establish ministerial regulations consistent with Government Code Section 65852.2 in a manner which properly balances the city’s goals of (1) expanding the mix of housing opportunities in the city by encouraging the establishment of ADUs within the city; and (2) maintaining the character of residential neighborhoods by regulating where and how ADUs may be built and operated. If there is any inconsistency between the terms of this Chapter and mandatory requirements of State law, the mandatory requirements of State law shall prevail, but only to the extent legally required.

“Accessory Dwelling Unit” or ADU means an attached or detached residential dwelling structure which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling is situated. An ADU also includes the following: (A) efficiency units, as

defined in Section 17958.1 of the Health and Safety Code; and (B) manufactured homes, as defined in Section 18007 of the Health and Safety Code. ADUs are considered to be an accessory use to a permitted Single-Family Residential use.

Ordinance amending Chapter 23.73

The ordinance as prepared will amend Chapter 23.73 – Second Units of the PMC, to comply with new State regulations regarding ADUs and making conforming changes to Chapters 23.04 – “Definitions”, 23.10 – “R-A”—Residential Agricultural, 23.12 “R-1”—Single-Family Residential, 23.15 “R-2”—Low-Medium Density Multiple-Family, 23.25 “RPC”—Residential Planned Community, 23.72 “PUD”—Planned Unit Development and 23.107 Specific Plan 7 as follows:

The proposed amendments include but are not limited to:

- 1) Changing terminology in the PMC from “Secondary Dwelling Units” to “Accessory Dwelling Units.”
- 2) Increasing the maximum size of the units from 700 square feet to 1,200 square feet.
- 3) Allowing parking spaces to be located within the setback area and allowing the parking spaces to be in tandem on an existing driveway, unless it is not feasible based upon fire and life safety conditions. At that point the parking requirement can be waived.
- 4) In situations where a garage, carport, or covered parking structure is proposed to be demolished in conjunction with the construction of a new ADU, the replacement parking spaces may be located in any configuration on the same property as the ADU, including, but not limited to, covered spaces, uncovered spaces, tandem spaces, or by the use of mechanical automobile parking lifts.

As also required by the newly enacted legislation and as previously indicated above, the City's Zoning Code will include provisions where the parking requirement for ADUs can be waived in certain instances in an effort to assist homeowners with the challenges of providing off-street parking. Parking can be waived for an ADU in any of the following circumstances:

- 1) The ADU is located within one-half mile of public transit.
- 2) The ADU is located within an architecturally and historically significant historic district.
- 3) The ADU is part of the existing primary residence or an existing accessory structure.
- 4) When on-street parking permits are required but not offered to the occupant of the ADU.
- 5) When there is a car share vehicle located within one block of the ADU.

The City's Zoning Code will also include the following new language (as required in Government Code Section 65852.2) which will be incorporated into the existing development standards in the PMC related to ADUs:

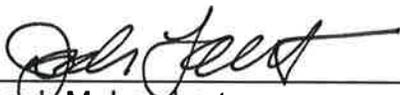
- 1) The floor area of an attached ADU shall not exceed 50 percent of the existing living area, with a maximum floor area of 1,200 square feet.
- 2) The total floor area for a detached ADU shall not exceed 1,200 square feet.
- 3) No passageway shall be required in conjunction with the construction of an ADU.
- 4) No setback shall be required for an existing garage that is converted to an ADU, and a setback of not more than five (5) feet from the side and rear lot lines shall be required for an ADU that is constructed above a garage. Pursuant to PMC Section 23.78.030 the property is required to provide and maintain off-street parking spaces for the primary dwelling unit.
- 5) Local building code requirements shall apply to detached dwellings, as appropriate.
- 6) Approval of the local health officer where a private sewage disposal system is being used, if required.

Textual changes to the existing PMC as briefly outlined above are addressed and included in the attached Ordinance No. O-2019-01, to achieve compliance with State standards as outlined in Senate Bill 1069 Assembly Bill 2299, and AB 424.

CEQA:

The proposed Zoning Code Amendment was reviewed by Staff and the Planning Commission in accordance with the requirements of CEQA. Based on that review and the Planning Commission recommendation, Staff recommends that the City Council find that adoption of ZCA 2018-03 is categorically exempt from environmental review because CEQA Guidelines Section 15282(h) establishes that "the adoption of an ordinance regarding second units in a single-family or multifamily zone by a city or county to implement the provisions of Sections 65852.1 and 65852.2 of the Government Code" relating to "granny" housing and "second unit ordinances" are exempt from the requirements of CEQA. Staff recommends that the City Council adopt a Categorical Exemption for this project, and direct Staff to file a timely Notice of Exemption.

Prepared by:



Joseph M. Lambert
Director of Development Services

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Ordinance No. O-2019-01 – Amending Chapter 23.73 of the PMC

ORDINANCE NO. O-2019-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, AMENDING CHAPTER 23.73 OF THE MUNICIPAL CODE, CURRENTLY ENTITLED "SECOND UNITS" TO COMPLY WITH NEW STATE REGULATIONS REGARDING ACCESSORY DWELLING UNITS AND MAKING CONFORMING CHANGES TO CHAPTERS 23.04, 23.10, 23.12, 23.15, 23.25, 23.72 AND 23.107 OF THE MUNICIPAL CODE

WHEREAS, effective January 1, 2017, Assembly Bill 2299 and Senate Bill 1069 amended California's existing second unit law (Government Code Section 65852.2);

WHEREAS, effective January 1, 2018, pursuant to AB 424, the California Legislature again amended Government Code section 65852.2;

WHEREAS, the state changed all references of "second units" to "accessory dwelling units";

WHEREAS, if the City does not have its own regulations of accessory dwelling units, it will be subject to state regulations;

WHEREAS, the general plan establishes maximum density of dwelling units per acre but such limitations are not intended to apply to lawful accessory dwelling units;

WHEREAS, it is in the public interest for the city to allow the development of accessory dwelling units in a manner that does not unreasonably impact existing residential neighborhoods;

WHEREAS, the Planning Commission conducted a duly noticed public hearing on the proposed ordinance, and the City Council thereafter conducted a duly noticed public hearing;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES ORDAIN AS FOLLOWS:

SECTION 1: Findings. The City Council finds that all the facts, findings, and conclusions set forth above in this Ordinance are correct.

SECTION 2: Chapter 23.73 Amendment. Chapter 23.73 of the Zoning Code, currently entitled "Second Units", is revised to provide as follows:

Chapter 23.73 ACCESSORY DWELLING UNITS

23.73.010 Purpose.

This chapter is intended to establish ministerial regulations consistent with Government Code section 65852.2 in a manner which properly balances the city's goals of (1) expanding the mix of housing opportunities in the city by encouraging the establishment of accessory dwelling units within the city; and (2) maintaining the character of residential neighborhoods by regulating when and how accessory dwelling units may be built and operated. If there is any inconsistency between the terms of this Chapter and mandatory requirements of state law, the mandatory requirements of state law shall control, but only to the extent legally required.

23.73.020 Definition of Accessory Dwelling Unit.

"Accessory Dwelling Unit" means an attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling is situated. An accessory dwelling unit also includes the following: (A) An efficiency unit, as defined in Section 17958.1 of the Health and Safety Code. (B) A manufactured home, as defined in Section 18007 of the Health and Safety Code.

23.73.030 Accessory Dwelling Units Permitted Use.

An accessory dwelling unit is a ministerially permitted use in the following zones:

- (1) Residential Agricultural (R-A) – See Chapter 23.10;
- (2) Single-Family Residential (R-1) – See Chapter 23.12;
- (3) Low-Medium Density Multiple Family (R-2) – See Chapter 23.15;
- (4) Residential Planned Community RPC – See Chapter 23.25;
- (5) Planned Unit Development (PUD) – See Chapter 23.72; and
- (6) Low density land use areas within Specific Plan 7 – See Chapter 23.107.

23.73.040 Submittal Requirements.

Each application for an accessory dwelling unit shall comply with the following requirements:

- (1) Fees. The applicant must pay all required fees which may be set by the City Council by resolution, including, but not limited to fees for planning staff to review the project, park impact fees, development impact fees, etc.
- (2) Application Contents. The application shall include the following documents, which shall be reviewed and approved by the director of Development Services or designee:
 - (a) Plot Plan (drawn to scale). Sixteen (16) sets of plans, including plot plans, elevations and landscape plans. The plans shall be drawn to

scale and shall indicate clearly, and with full dimensioning, the following information:

- (i) Lots;
- (ii) Setbacks;
- (iii) Rights of way;
- (iv) Building envelopes of current and proposed buildings and structures;
- (v) Paved areas;
- (vi) Setbacks;
- (vii) Location, size, height, materials, colors, and proposed use of buildings and structures;
- (viii) Yards and space between buildings;
- (ix) Walls and fences; location, height, materials and color;
- (x) Off-street parking delineated as to: location, number of spaces and dimensions of parking area;
- (xi) Detailed grading and drainage plans;
- (xii) Such other information as may be required to permit the planning director to determine compliance with this code.

(b) Floor Plans. Complete floor plans of both existing and proposed conditions. The dimensions of each room shall be provided, along with the resulting floor area calculation. The use of each room shall be labeled. The size and location of all doors, closets, walls and cooking facilities shall be clearly depicted.

(c) Elevations. North, South, East, and West elevations that show all exterior structure dimensions, all architectural projections, and all openings for both the existing residence and the proposed accessory dwelling unit.

23.73.050 Ministerial Review. Any application for an accessory dwelling unit that meets all applicable standards shall be approved ministerially without discretionary review or a public hearing.

23.73.60 Development Standards.

(1) Underlying Zoning. Accessory dwelling units shall comply with all of the development standards for a new single-family detached dwelling unit in the zone in which the accessory dwelling unit is to be located, including but not limited to, setbacks, height, lot coverage unless otherwise addressed by this chapter.

(2) The following standards shall also apply:

(a) Floorspace. The total area of floorspace of an attached accessory dwelling unit shall not exceed 50 percent of the proposed or existing primary dwelling living area or 1,200 square feet. The total area of floorspace of a detached accessory dwelling unit shall not exceed one thousand two hundred (1,200) square feet. The minimum floorspace requirements shall be the minimum size required by the California Building Standards Code, as it may be amended by the City.

(b) Setbacks for Units Attached to a Detached Structure. When an accessory dwelling unit is constructed onto or above a detached accessory building, such building shall conform to the setback standards established for the primary dwelling. No setback shall be required for an existing garage that is converted to an accessory dwelling unit. A setback of no more than five feet from the side and rear lot lines shall be required for an accessory dwelling unit that is constructed above a garage. If the property is required to provide and maintain a garage for the primary residence, even if the existing garage is converted to an accessory dwelling unit – the lot must still provide the required garage for the primary dwelling unit.

(c) Setbacks. The minimum required distance between a detached secondary dwelling unit and the primary dwelling unit, and all other structures, including garages, on the property, shall be ten feet. If an existing one-story garage is converted to an accessory dwelling unit, no setback is required for the converted garage. If an accessory dwelling unit is constructed above the first floor of any garage, the setback in the underlying zone shall control, except that in no event shall the required setback exceed five feet from the side and rear lot lines.

(d) Height. Detached accessory dwelling units shall not exceed twenty (20) feet in height. Attached accessory dwelling units shall comply with all height requirements applicable to the primary structure.

(e) Architecture. The accessory dwelling unit shall be of the same architectural style as the primary dwelling. The building materials, colors and exterior finishes shall be substantially the same as the primary dwelling. The entrance to the accessory dwelling unit shall not be clearly visible from the street adjacent to the property. The accessory dwelling unit shall appear to be a residence. If the garage is converted to an accessory dwelling unit, the man-door cannot be on the same wall where the garage door was previously.

(f) Parking. In general, one (1) off-street parking space shall be provided for the accessory dwelling unit in addition to the parking required for the primary residence. This required parking space may be covered or uncovered and shall meet all parking space location, dimension, and surfacing requirements as outlined in Chapter 23.78. The space may be provided as tandem parking on an existing driveway, provided the parking space blocks no more than one other required parking space. A

parking space for an accessory dwelling unit shall not be required in any of the following instances:

- (i) The accessory dwelling unit is located within one-half mile of public transit. For these purposes, "Public Transit" means a fixed location or a pair of closely proximate locations designed for and used by the public to board and alight from a single publicly owned and operated mass transportation system, such as a bus stop or train station.
- (ii) The accessory dwelling unit is located within an architecturally and historically significant historic district.
- (iii) The accessory dwelling unit is part of the existing primary residence or an existing accessory structure.
- (iv) When on-street parking permits are required but not offered to the occupants of the accessory dwelling unit.
- (v) When there is a car share vehicle located within one block of the accessory dwelling unit. For these purposes, "car share vehicle" means a motor vehicle that is to park in parking spaces designated for the exclusive use of car share vehicles, operated as part of a regional fleet by a public or private car sharing company or organization, and provides hourly or daily service.
- (g) Entrances. No more than one (1) exterior entrance on any one side of the accessory dwelling unit is allowed.
- (h) Stairways. No exterior stairways to the accessory dwelling unit may be clearly visible from any street immediately adjacent to the property.
- (i) Primary Unit Development Standards. The primary unit shall continue to comply with the minimum standards applicable to a single-family dwelling unit in the zone, including, but not limited to, maximum lot coverage and minimum floor area requirements.
- (j) Legal Lot. The accessory dwelling unit will be on a lot that had been legally subdivided.
- (k) One Single Family Dwelling. Contains or will contain only one legally existing (or legal non-conforming) single-family dwelling and only one accessory dwelling unit.

(l) Exception for an ADU Within an Existing Structure. If the following requirements of this subsection (l) are met, then an accessory dwelling unit need not comply with lot coverage requirements, maximum height requirements, the requirement to provide a parking space, and the setback requirement shall be only the minimum required to comply with applicable fire safety standards. All other code requirements continue to apply:

(i) The proposed accessory dwelling unit is proposed to be entirely within an accessory structure that was lawfully completed on or before March 19, 2019;

(ii) The accessory dwelling unit shall be equipped with fire sprinklers if fire sprinklers would be required if the unit were an addition to the primary residence;

(iii) If the structure being converted is a garage, and the zone requires the primary residence to have a garage on the lot, then after the conversion, a garage that meets all code requirements must be on the lot; and

(iv) The accessory dwelling has exterior access which is independent from the existing residence.

(m) ADU Does Not Exceed Density. When determining whether a lot exceeds the maximum permissible number of dwelling units on the lot, an accessory dwelling that conforms to the standards of this Chapter shall not be considered dwelling unit for purposes of that calculation.

23.73.070 Additional requirements.

Accessory dwelling units shall also be subject to the following requirements:

(1) Property Owner On-Site. If different families reside in the primary unit and the accessory dwelling unit, one of the families must include the property owner. This requirement only applies in the following zones: Residential Agricultural (R-A, See Chapter 23.10); Single-Family Residential (R-1, See Chapter 23.12), Residential Planned Community (RPC, See Chapter 23.25), and in the low density residential and medium density residential land use areas in Specific Plan 7 Zone (See Chapter 23.107).

(2) Additions. Any additions to an accessory dwelling unit shall meet the requirements of this Chapter.

(3) Deed Restriction. Before obtaining a permit for an accessory dwelling unit, the property owner shall file with the county recorder a declaration or agreement of restrictions, which has been approved by the city attorney as to its form and content,

describing restrictions that allows for and the continued use of the accessory dwelling as follows:

- (a) The accessory dwelling unit shall not be sold separately from the primary residence.
- (b) Rentals of accessory dwelling units shall have a contract length of at least thirty (30) days.
- (c) The restrictions shall be binding upon any successor in ownership of the property, and lack of compliance shall result in legal action against the property owner for compliance with the requirements for an accessory dwelling unit.
- (d) If subsection (1) of this Section applies, the covenant shall also state that the If different families reside in the primary unit and the accessory dwelling unit, one of the families must include the property owner.
- (e) If the planning fees were waived pursuant to Section 23.73.040(1)(A), then the covenant must also prohibit any use of the accessory dwelling unit except as a dwelling for persons that qualify as very low income.

SECTION 3: Municipal Code Section 23.04.023 is added to provide:

23.04.023 "Accessory Dwelling Unit" is defined in section 23.73.020.

SECTION 4: Municipal Code Section 23.04.607. Section 23.04.607, entitled, "Second Unit" is revised to provide,

23.04.067. "Second Unit" means an Accessory Dwelling Unit, as defined in section 23.73.020.

SECTION 5: Chapter 23.10. The following sections of Municipal Code Chapter 23.10 (R-A), Residential Agricultural District are revised to provide as follows:

23.10.020 Permitted uses.

Uses permitted in the "R-A" district shall be as follows:

- (1) One (1) single-family dwelling per minimum lot size;
- (2) General light farming of agricultural crops, including horticulture, grazing, and the maintenance of:
 - (a) Not over two (2) equine or bovine animals for private use per twenty thousand (20,000) square feet of land area,
 - (b) Not more than twenty-five (25) rabbits, chickens or small animals per twenty thousand (20,000) square feet of land area,
 - (c) Not more than an aggregate of four (4) sheep, goats, or similar animals per twenty thousand (20,000) square feet of land area;

- (3) Accessory buildings, structures, and uses ancillary to the uses permitted in this district. This is not to be construed as any commercial use;
- (4) Home occupations, in compliance with the provisions of Section 23.81.020;
- (5) Crop and tree farming.
- (6) Accessory dwelling units in compliance with Chapter 23.73.

23.10.030 Uses permitted subject to obtaining a use permit.

Uses permitted subject to obtaining a use permit in the “R-A” district shall be as follows:

- (1) Churches, schools, parks, playgrounds, public utilities, public and quasi-public buildings and uses;
- (2) Large family day care home per Section 23.81.160;
- (3) Day nursery;
- (4) An aggregate of two (2) single-family dwelling units per minimum lot size;
- ~~(5) Second units in compliance with Chapter 23.73;~~
- (6) Other uses determined to be compatible with those uses listed in Section 23.10.020.

SECTION 6: Chapter 23.12. The following sections of Municipal Code Chapter 23.12 (R-1), Single Family District are revised to provide as follows:

Section 23.12.020, Permitted Uses:

Uses permitted in the “R-1” district shall be as follows:

- Single-family residences including private garages;
- Public parks;
- Home occupations, upon the completion of application for a home occupation from the office of the planning department and compliance with the provisions of Section 23.81.020;
- Accessory buildings;
- (Elevated decks are permitted subject to the approval of a special use permit per Section 23.81.055);
- Structures and uses normally incidental to single-family residences;
- Small family day care home;
- Accessory dwelling units in compliance with Chapter 23.73.
- Accessory buildings and structures may not be constructed prior to the establishment of the main building.

Section 23.12.030. Uses permitted subject to obtaining a use permit

Uses permitted subject to obtaining a use permit in the “R-1” district shall be as follows:

- Churches, schools, playgrounds, public utilities, public and quasi-public buildings and uses;
- Crop and tree farming;

- Guesthouses;
- Public or private parking lots for automobiles when adjacent to any "C" or "M" district;
- Fraternity and sorority houses;
- Large family day care home per Section 23.81.160;
- Day nursery;
- ~~Second units in compliance with Chapter 23.73.~~

SECTION 7: Section 23.15.020. Section 23.15.020, relating to permitted uses in the Low-Medium Density Multiple Family (R-2) Zone is revised to provide as follows:

23.15.020 Permitted uses.

Uses permitted in the "R-2" district shall be as follows:

- Single-family dwellings;
- Two-family or duplex dwellings;
- Two (2) single-family dwellings;
- Two (2) unit condominiums or two (2) unit townhomes;
- Small family day care homes.

Exception: more than one (1) duplex structure or more than two (2) single-family dwellings if the lot can physically accommodate the project and satisfy the development standards for the district.

Accessory buildings, only if constructed simultaneously with or subsequent to the main building on the same lot;

Accessory uses, normally incidental to single-family residential use. This is not to be construed as permitting any commercial uses.

Accessory dwelling units in compliance with Chapter 23.73.

SECTION 8: Chapter 23.25. Section 23.25.020 of Municipal Code Chapter 23.25 (RPC), Residential Planned Community District, is revised to provide as follows:

23.25.020 Uses permitted.

Uses permitted in the "RPC" district shall be as follows:

- (1) Elevated decks, balconies and other similar structures are permitted subject to the approval of a special use permit per Section 23.81.055 in those areas developed to "R-1" standards;
- (2) Public schools, parks, playgrounds;
- (3) Single-family dwellings developed to the standards of Chapter 23.12;
- (4) Small family day care home.
- (5) Accessory dwelling units in compliance with Chapter 23.73.

SECTION 9: Chapter 23.72. Section 23.72.020 of Municipal Code Chapter 23.72 Planned Unit Development (PUD) is revised to provide as follows:

23.72.020 Permitted uses.

Permitted uses in the "PUD" planned unit development district shall be as follows:

- (1) Common accessory structures and recreational facilities;
- (2) Elevated decks, balconies and similar structures subject to the approval of the homeowner's association plus a special use permit per Section 23.81.055 in those areas designated "PUD-1";
- (3) Public parks;
- (4) Residential: any mixture of single-family structures including those described as detached, attached, semidetached, townhouse, patio, zero lot line.
- (5) Accessory dwelling units in compliance with Chapter 23.73.

SECTION 10: Chapter 23.107. Section 23.107.040 of Municipal Code Chapter 23.107, Specific Plan 7, is revised to provide as follows:

23.107.040 Permitted uses.

Uses permitted within the established land use areas shall be as follows:

- (1) Low density residential: detached single-family dwellings including garages, home dwellings, home occupations per Section 23.81.020, accessory dwelling units in compliance with Chapter 23.73;
- (2) Medium density residential: single-family detached dwellings, single-family attached dwellings, home occupations per Section 23.81.020, accessory dwelling units in compliance with Chapter 23.73;
- (3) Medium-high density residential: single-family attached and detached dwellings, condominium projects/cooperatives, multiple-family dwellings including duplexes, triplexes, apartments, home occupations per Section 23.81.020, common private recreation facilities, accessory dwelling units in compliance with Chapter 23.73;
- (4) High-density residential: Condominium projects/cooperatives, multiple-family dwellings including duplexes, triplexes, apartments, home occupations per Section 23.81.020, common private recreation facilities;
- (5) Commercial:
 - (a) Retail businesses conducted within a building which sell antiques, apparel, appliances and hardware, automobile parts and supplies (no repair or service), baked goods, books and stationery, flowers, furniture, jewelry, nursery and garden supplies, sporting goods, groceries (no liquor). Also drug stores and pharmacies, hobby shops, laundry and dry cleaners (no on-site plant), print shops,
 - (b) Service businesses including retail sales incidental thereto: Banks and financial institutions (no drive-through), barber, beauty salons, locksmith, restaurants without alcoholic beverage sale,
 - (c) Office uses: Accountants, architects, attorneys, chiropractors, dentists, doctors, optometrists, travel agencies, insurance companies, public utility offices,
 - (d) Community facilities: Post office branch,
 - (e) Small outdoor seating areas per Section 23.81.165,
 - (f) Use conformity determination.

Notwithstanding the provisions of this subsection, the planning commission of the city of Placentia may, upon application made pursuant to the provisions of Chapter 23.87, review and determine whether a proposed use, not otherwise specified in this subsection, conforms to the intent and purpose of this chapter with regard to permitted uses and has characteristics similar to those uses listed in this subsection. The city administrator shall determine the number of plot plans to be submitted together with the application. The planning commission shall make the findings required by Section 23.87.040(1) and (2) in making any such determination.

(6) Open space/park: Ball fields, snack shops, restrooms, recreation buildings, day care buildings, parking lots;

(7) Oil reserve: Tank farms and other storage facilities, oil wells, existing gang drilling sites;

(8) Public institutions: Schools, public utility and public and quasi-public buildings and uses;

(9) Parkway vistas: Sidewalks and walkways, landscaping, public and private lighting, public utilities, public and street information signs and driveways pursuant to Chapter 23.28 of this code.

SECTION 11: Interpretation. Any provision of the City of Placentia Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to affect the provisions of this Ordinance.

SECTION 12: Severability. Should any provision of this Ordinance, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise void, that determination shall have no effect on any other provision of this Ordinance or the application of this Ordinance to any other person or circumstance and, to that end, the provisions hereof are severable. The City Council of the City of Placentia declares that it would have adopted all the provisions of this ordinance that remain valid if any provisions of this ordinance are declared invalid.

SECTION 13. CEQA Exemption. This ordinance does not have the potential to cause significant effects on the environment because CEQA Guidelines Section 15282(h) establishes that “the adoption of an ordinance regarding second units in a single-family or multifamily zone by a city or county to implement the provisions of Sections 65852.1 and 65852.2 of the Government Code” relating to “granny” housing and “second unit ordinances” are exempt from the requirements of CEQA.

SECTION 14: Certification. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published and

posted pursuant to the provisions of law in that regard and this Ordinance shall take effect thirty (30) days after its final passage.

INTRODUCED at a regular meeting of the City Council of the City of Placentia held on February 5, 2019.

PASSED, APPROVED, AND ADOPTED this 19th day of February 2019.

Rhonda Shader, Mayor

ATTEST:

Patrick J. Melia, City Clerk

I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing Ordinance was adopted at a regular meeting of the City Council of the City of Placentia held on the 19th day of February 2019, by the following roll call vote:

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

ATTEST:

Patrick J. Melia, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF ADMINISTRATIVE SERVICES

DATE: FEBRUARY 19, 2019

SUBJECT: **SECOND READING OF ORDINANCE NO. 0-2019-02 ADDING CHAPTER 3.32 TO THE CITY'S MUNICIPAL CODE, ENTITLED "TRANSACTIONS AND USE TAX, CITIZENS' OVERSIGHT COMMITTEE"**

FISCAL
IMPACT: NONE

SUMMARY:

On November 6, 2018 a majority of Placentia voters voted in favor of Measure U and the measure was adopted and enacted by Ordinance O-2018-08 (Attachment 1). Ordinance O-2018-08 was subsequently adopted by the City Council on November 16, 2018 and calls for the formation of a Citizens' Oversight Committee (Committee) to review the expenditure of funds generated by the voter-approved Transactions and Use Tax and to provide an annual report to the City Council on those expenditures. At the City Council meeting on February 5, 2019, Ordinance O-2019-02 (Attachment 2), was introduced. The ordinance adds Chapter 3.32 to the Placentia Municipal Code (PMC) establishing the Committee required by Ordinance O-2018-08 and sets forth its composition and operating procedures. This action would approve the second reading and adoption of the ordinance, to take effect on March 21, 2019.

RECOMMENDATION:

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

Waive full reading, by title only, and adopt Ordinance O-2019-02, An ordinance of the City Council of the City of Placentia, California adding chapter 3.32 to the City's Municipal Code, entitled "Transaction and Use Tax, Citizens' Oversight Committee."

DISCUSSION:

Measure U, Ordinance O-2018-08 (Attachment 1), was adopted by the voters at the November 6, 2018 general election, and by the City Council on November 13, 2018, formally enacting a 1% transactions and use tax (Transactions and Use Tax) in the City.

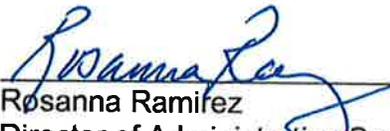
1. e.
February 19, 2019

Ordinance 0-2018-08 calls for the formation of a Citizens' Oversight Committee, whose purpose is to review the City's expenditure of the Transactions and Use Tax proceeds, and to provide an annual report to the City Council on those expenditures. Ordinance 0-2018-08 states that the committee shall consist of three (3) members, appointed by the City Council, who shall serve without compensation for a term of four years each. As long as those bodies exist, two of the members shall come from the Citizens Fiscal Sustainability Task Force and one from the Financial Audit Oversight Committee.

According to Ordinance 0-2018-08, the Committee is required to meet at least once annually. Each year the Committee is to present an annual report to the City Council, and the report shall be published on the City's webpage. Unless otherwise directed by resolution or ordinance of the City Council, the Committee shall not have any function, power, or authority other than those expressly provided in Ordinance 0-2018-08. In no event shall a failure of the City Council or the Citizens' Oversight Committee to meet, or to take any other action, invalidate any Transactions and Use Tax collected by the City. However, a court of competent jurisdiction may issue an order to the City compelling the City to comply with any requirements of Ordinance 0-2018-08.

At the City Council meeting on February 5, 2019, Ordinance O-2019-02 (Attachment 2), was introduced. The ordinance adds Chapter 3.32 to the Placentia Municipal Code (PMC) establishing the Committee required by Ordinance O-2018-08 and sets forth its composition and operating procedures. The Committee shall be composed of three (3) regular voting members. All members of the committee shall be appointed by the City Council and shall be subject to removal by a majority of the City Council. Two of the members shall come from the Citizens' Fiscal Sustainability Task Force and one from the Financial Audit Oversight Committee, so long as those bodies continue to exist.

Prepared by:



Rosanna Ramirez
Director of Administrative Services

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Ordinance O-2018-08 – Transaction and Use Tax (Measure U)
2. Ordinance O-2019-02 – Adding Chapter 3.32 to the PMC and Establishing the Formation of the Citizens' Oversight Committee

ORDINANCE NO. O-2018-08

**ORDINANCE OF THE CITY OF PLACENTIA, CALIFORNIA
ENACTING A LOCAL TRANSACTIONS AND USE TAX
("SALES TAX") TO BE ADMINISTERED BY THE
CALIFORNIA DEPARTMENT OF TAX AND FEE
ADMINISTRATION, SUBJECT TO ADOPTION BY THE
ELECTORATE**

THE PEOPLE OF THE CITY OF PLACENTIA DO ORDAIN AS FOLLOWS:

Section 1. TITLE. This ordinance shall be known as the City of Placentia Transactions and Use Tax Ordinance of 2018. The City of Placentia hereinafter shall be called "City." This ordinance shall be applicable in the incorporated territory of the City.

Section 2. OPERATIVE DATE. "Operative Date" means the first day of the first calendar quarter, commencing more than 110 days after the approval of the tax set forth herein by the voters pursuant to Section 15 of this ordinance.

Section 3. PURPOSE. This ordinance is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

A. To extend the imposition of an existing retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.9 of Part 1.7 of Division 2 which authorizes the City to adopt this tax ordinance which shall be operative if a majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.

B. To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.

C. To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefore that can be administered and collected by the California Department of Tax and Fee Administration in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the California Department of Tax and Fee Administration in administering and collecting the California State Sales and Use Taxes.

D. To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this ordinance.

Fee Administration, State Board of Equalization, State Treasury, or the Constitution of the State of California;

2. The result of that substitution would require action to be taken by or against this City or any agency, officer, or employee thereof rather than by or against the California Department of Tax and Fee Administration, in performing the functions incident to the administration or operation of this Ordinance.

3. In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:

a. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;

b. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.

4. In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.

B. The word "City" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.

Section 10. PERMIT NOT REQUIRED. If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this ordinance.

Section 11. EXEMPTIONS AND EXCLUSIONS.

A. There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.

B. There are exempted from the computation of the amount of transactions tax the gross receipts from:

1. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.

4. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this ordinance.

5. For the purposes of subparagraphs (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

6. Except as provided in subparagraph (7), a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.

7. "A retailer engaged in business in the City" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.

D. Any person subject to use tax under this ordinance may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

Section 12. AMENDMENTS TO STATE LAW. All amendments subsequent to the effective date of this ordinance to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this ordinance, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this ordinance.

Section 13. ENJOINING COLLECTION FORBIDDEN. No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the City, or against any officer of the State or the City, to prevent or enjoin the collection under this ordinance, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

Section 20. TERMINATION. The tax shall continue without sunset or expiration unless terminated by action of the voters.

INTRODUCED at a regular meeting of the City Council of the City of Placentia held on July 24, 2018.

PASSED, APPROVED AND ADOPTED this 13th day of November 2018.



Chad P. Wanke, Mayor



ATTEST:


Patrick J. Melia, City Clerk

I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing Ordinance was adopted at a regular meeting of the City Council of the City of Placentia, held on the 13th day of November 2018 by the following vote:

AYES: Councilmembers: Green, Smith, Shader, Wanke
NOES: Councilmembers: None
ABSENT: Councilmembers: Yamaguchi
ABSTAIN: Councilmembers: None



Patrick J. Melia, City Clerk

APPROVED AS TO FORM:


Christian L. Bettenhausen, City Attorney

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

I, Patrick J. Melia, City Clerk of the City of Placentia, California, do hereby certify that Ordinance No. 2018-08, is a full, true, and correct copy, and was adopted by a majority vote of the people of the City of Placentia, California, who voted on the measure for the adoption of said Ordinance, at the Regular Municipal Election held the 6th day of November, 2018, as appears by the official returns of said election, and the Statement of Votes Cast as declared by the City Council of the City of Placentia, Resolution No. 2018-XX, adopted on December 4, 2018.

Attest:


Patrick J. Melia, City Clerk

ORDINANCE NO. O-2019-02

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
PLACENTIA, CALIFORNIA ADDING CHAPTER 3.32 TO
THE CITY'S MUNICIPAL CODE, ENTITLED
"TRANSACTIONS AND USE TAX, CITIZENS' OVERSIGHT
COMMITTEE"**

City Attorney Summary

This Ordinance would add Chapter 3.32 to the City of Placentia Municipal Code, entitled "Transactions and Use Tax, Citizens' Oversight Committee," pursuant to the requirements of Ordinance No. 0-2018-08, adopted by the voters on November 6, 2018. This chapter establishes the Citizens' Oversight Committee required by Ordinance No. 0-2018-08, and sets forth its composition and operating procedures.

A. Recitals

- (i) Whereas, Ordinance No. O-2018-08 was adopted by the City's voters at the November 6, 2018 general election, and by the City Council on November 13, 2018, establishing a 1% retail transactions and use tax pursuant to the requirements of California Revenue and Tax Code section 7285.9.
- (ii) Whereas, Ordinance No. O-2018-08 requires the establishment of a three person Citizens' Oversight Committee, charged with reviewing the expenditure of funds generated by the tax.

B. Ordinance

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

SECTION 1. The above findings are true and correct and hereby incorporated into this ordinance.

SECTION 2. Chapter 3.32 "Transactions and Use Tax, Citizens' Oversight Committee" is hereby added to Title 3 "Revenue and Finance" of the Placentia Municipal Code as follows:

Chapter 3.32 Transactions and Use Tax, Citizen's Oversight Committee

3.32.010 Transactions and Use Tax

There shall be levied and collected a transactions and use tax pursuant to Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and

ATTACHMENT 2

Section 7285.9 of the Revenue and Taxation Code at a rate of 1%. Such tax shall be governed by Ordinance No. O-2018-08, which was approved by the voters at the November 6, 2018 general election and by the City Council on November 13, 2018.

This section of the Municipal Code constitutes a restatement of the existing law of the City, as Ordinance No. O-2018-08 constitutes a part of the law of the City and its provisions became effective as set forth in its text. This section is not intended to amend or change Ordinance No. O-2018-08 in any way.”

The transactions and use tax imposed by Ordinance No. 0-2018-08 is hereinafter referred to in this chapter as the “transactions and use tax” or “tax.”

3.32.020 Establishment of Citizens’ Oversight Committee.

Pursuant to Ordinance N. 0-2018-08, a citizens’ oversight committee is hereby established, and shall be hereinafter referred to in this chapter as the “committee.”

3.32.030 Pupose.

The purpose of the committee shall be to review the expenditure of funds generated by the transactions and use tax, and to provide an annual report to the city council on those expenditures. The committee shall meet at least once annually. The committee shall prepare an annual report which shall be presented to the city council, and shall also be published on the city’s webpage. Unless otherwise directed by resolution or ordinance of the city council, the committee shall not have any function, power, or authority other than those expressly provided in this chapter. In no event shall a failure of the City Council or the committee to meet, or to take any other action, invalidate any tax collected under this chapter; however any court of competent jurisdiction may issue an order to the city compelling the city to comply with this Section.

3.32.040 Membership.

The committee shall be composed of three (3) regular voting members. All members of the committee shall be appointed by the City Council, and shall be subject to removal by a majority of the City Council. Two of the members shall come from the Citizens’ Fiscal Sustainability Task Force and one from the Financial Audit Oversight Committee, so long as those bodies continue to exist in the City Council’s discretion.

3.32.050 Terms of office.

Except as otherwise provided in this section, each committee member shall serve a four (4) year term, which shall expire each succeeding July 1st. In the absence of resignation or removal, each member shall continue to serve until a successor is appointed and qualified. In order to create staggered terms, of those first three members appointed to the committee, two shall serve a four year term, and one shall serve a two year term.

3.32.060 Absence from meeting.

If a member is absent without excuse from three (3) consecutive committee meetings, the chair may notify the City Council to consider whether the member should be removed. It is the responsibility of each member to notify the chair or vice-chair before the meeting if a member is unable to attend.

3.32.070 Compensation and reimbursement for expenses.

The members of the committee shall serve without compensation, as stated in Ordinance No. O-2018-08. If the expenditure is approved in advance by the City Council, the city may pay reasonable expenses for members to attend meetings, conferences or other events that will directly assist the members in the performance of their duties under this chapter.

3.32.080 Officers, Meeting Rules and Records.

Each year the committee shall appoint one of their members to serve as chair, and one to serve as vice-chair. Each will serve a one year term. The chair shall run each meeting, and the vice-chair shall serve in the absence of the chair. The chair and vice-chair shall both serve at the pleasure of the committee.

All meetings of the committee shall be open to the public, and shall be noticed pursuant to the requirements of the Ralph M. Brown Act. The city administrator shall designate a city employee to act as secretary of the committee, who shall keep a record of its proceedings, and assist with public postings and the collection of records needed to accomplish the committee's purpose. The committee may adopt reasonable rules and regulations, which shall be consistent with the charter and this chapter.

3.32.090 Annual orientation and training.

Each member shall attend any annual orientation or training event organized by the city. An unexcused failure to attend any such event shall be grounds for removal from the committee.

SECTION 3. Severability. If any provision(s) of this ordinance or the application thereof to any person or circumstances is held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any other provision or application, and to this end, the provisions of this ordinance are declared to be severable. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, even though any one or more sections, subsections, clauses, phrases, parts or portions thereof was declared invalid or unconstitutional.

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

INTRODUCED at a regular meeting of the City Council of the City of Placentia held on February 5, 2019.

PASSED, APPROVED AND ADOPTED this ____ day of ____, 2019.

Rhonda Shader Mayor

ATTEST:

Patrick J. Melia, City Clerk

I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing Ordinance was adopted at a regular meeting of the City Council of the City of Placentia, held on the ____ day of _____, 2019 by the following vote:

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

Patrick J. Melia, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF DEVELOPMENT SERVICES

DATE: FEBRUARY 19, 2019

SUBJECT: **DISPOSITION OF REAL PROPERTY CONSISTING OF A SINGLE PARCEL LOCATED AT 120 SOUTH BRADFORD AVENUE (APN 339-052-28) OWNED BY ART M. GASTELUM**

FISCAL

IMPACT: EXPENSES: \$282,904.05 PURCHASE OF 120 S. BRADFORD AVENUE
FUNDING: \$282,904.05 GENERAL FUND SAVINGS IN LEASE & RISK
MANAGEMENT BUDGET / FY 2019-20 ANTICIPATED SALE OF
CHAMBER OF COMMERCE PROPERTY AT 117 N. MAIN STREET

SUMMARY:

The property located at 120 South Bradford Avenue (APN: 339-052-28) (the "Property") was built in 1940 by the Works Project Administration (WPA) of the New Deal as Placentia's first City Hall. The Property served as Placentia City Hall until 1974, when the construction of the new City Hall at 401 E. Chapman Avenue was completed. The Property's Spanish Revival architecture and its local historic significance have resulted in its designation as a City landmark and has been listed on the City's local list of Historic Buildings since 1989. The former Placentia Redevelopment Agency purchased the Property in October 2002 for redevelopment purposes. In April 2005, the former Placentia Redevelopment Agency sold the Property to a private individual for \$580,000 for use as an office building.

Subsequently, in 2014 the Property was acquired by Mr. Art M. Gastelum. Mr. Gastelum entered into a Lease with Option to Purchase Agreement (the "Agreement") with the City of Placentia (City). Under the terms of the Agreement, an initial \$100,000 deposit was made by the City to Mr. Gastelum. Over the course of the five-year agreement, the City has paid consecutive monthly lease payments in the amount of \$5,000 to Mr. Gastelum. Prior to the agreement expiration date of March 31, 2019, the City can exercise its option to purchase the Property for the full purchase price, less the deposit and monthly lease payments. Upon application of the principal payments and \$100,000 deposit, the total purchase of the property is \$525,000. As a result, the remaining balance of the purchase price is \$282,904.05. This action approves a Purchase and Sale Agreement between the City and Art M. Gastelum for the purchase of the Property based upon the aforementioned terms.

1. f.

February 19, 2019

RECOMMENDATION:

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

1. Approve Resolution R-2019-XX, A resolution of the City Council of the City of Placentia, California, approving a Purchase and Sale Agreement with Art M. Gastelum for real property located at 120 South Bradford Avenue and authorizing the sale of property in connection therein and, finding that the acquisition of said property is not a project for the purposes of CEQA as defined by the California Public Resources Code Sections 21065 and 21080; and
2. Approve the Purchase and Sale Agreement with Art M. Gastelum for real property located at 120 South Bradford Avenue; and
3. Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

DISCUSSION:

The property located at 120 South Bradford Avenue (APN: 339-052-28) (the "Property") was built in 1940 by the Works Project Administration (WPA) of the New Deal as Placentia's first City Hall. The Property served as Placentia City Hall until 1974, when the construction of the new City Hall at 401 E. Chapman Avenue was completed. Nonetheless, the Property's Spanish Revival architecture and its historic significance have made it a designated City landmark and has been listed on the City's local list of Historic Buildings since 1989. The former Placentia Redevelopment Agency purchased the Property in October 2002 for redevelopment purposes. In April 2005 the former Placentia Redevelopment Agency sold the Property to a private individual for \$580,000 for use as an office building.

Subsequently, in 2014 the Property was acquired by Mr. Art M. Gastelum. Mr. Gastelum entered into a Lease with Option to Purchase Agreement (the "Agreement") with the City of Placentia (City). Under the terms of the Agreement, an initial \$100,000 deposit was made by the City to Mr. Gastelum. Over the course of the 5-year Agreement, the City has paid consecutive monthly lease payments in the amount of \$5,000 to Mr. Gastelum. Prior to the Agreement expiration date of March 31, 2019, the City can exercise its option to purchase the Property for the full purchase price, less the deposit and monthly lease payments. As a result, the remaining balance of the purchase price is \$282,904.05.

In recent years, the Property has been leased by the City to various nongovernmental agencies and non-profits. Two current leases exist at the Property. The Property is currently leased to California State University Fullerton (CSUF) Auxiliary Services Corporation (ASC), a California non-profit corporation for its day-to-day business operations, including meetings and conferences related to the Center for Innovation, a business incubator program. In addition, the property is also leased to Emergency Ambulance Services, Inc. (EAS) for its day-to-day business operations, including parking and dispatching their vehicles on the Property. The CSUF lease is a subsidized lease to facilitate business partnerships within Placentia and the EAS lease is a market rate lease.

The Property has the potential to significantly contribute to the revitalization of the Old Town area in a variety of applications. In particular, the Property has the ability to become a centralized business center and Placentia Visitor's Bureau, in which the Placentia Chamber of Commerce and Placita Santa Fe Merchants can relocate and operate on the Property to facilitate local business growth. In the near term, the Property will continue to serve EAS and CSUF for their daily tenant operations. Other future options could include the Property being developed into a restaurant with outdoor dining due to the significant setback and courtyard area. While there are many options, it is necessary first for the City to acquire the property by taking advantage of the purchase option in the agreement.

On February 12, 2019, the Planning Commission adopted Resolution No. PC-2019-04, finding that the acquisition of 120 South Bradford (APN 339-052-28) conforms with the City of Placentia General Plan. In adopting Resolution No. PC-2019-04, the Planning Commission also found that the acquisition of said property is not a project for the purposes of CEQA as defined by the California Public Resources Code Sections 21065 and 21080. Staff recommends that the City Council find that the acquisition of the subject property is exempt from further CEQA review in that this action does not constitute a project for the purposes of CEQA as defined by the California Public Resources Code Sections 21065 and 21080. This finding is consistent with the determination made by the Planning Commission on February 12, 2019. The proposed acquisition does not result in a direct or indirect change in the environment because the ultimate use and/or development of the Property has not been identified. The development of the site, if any, remains unspecified, uncertain, and undefined at this time. If and when future development is proposed for the site, by either the City or another entity, the City would review such development consistent with CEQA.

FISCAL IMPACT:

The total purchase price for the property is \$525,000. The City made an initial deposit of \$100,000 and made monthly lease payments of \$5,000 since April 2014, of which \$142,095.95 was principal applied against the total purchase price. The remaining balance to purchase 120 S. Bradford Avenue is \$282,904.05 as of February 19, 2019.

The General Fund will initially pay the \$282,904.05 remaining principal balance and necessary escrow fees from savings in currently budgeted lease and risk management expenditures. It is anticipated the General Fund will be reimbursed the purchase balance upon the disposition and sale of the current City-owned (Chamber of Commerce leased) property located at 117 N. Main Street which is expected to occur in Fiscal Year 2019-20.

Submitted by:



Jeannette Ortega
Assistant to the City Administrator/
Economic Development Manager

Reviewed and approved:



Kim Krause
Director of Finance

Reviewed and approved:



Joseph M. Lambert
Director of Development Services

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Resolution No. R-2019-XX
2. Purchase and Sale Agreement

RESOLUTION NO. R-2019-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, APPROVING A PURCHASE AND SALE AGREEMENT WITH ART M. GASTELUM FOR REAL PROPERTY LOCATED AT 120 SOUTH BRADFORD AVENUE AND AUTHORIZING THE SALE OF PROPERTY IN CONNECTION THEREIN AND FINDING THAT THE ACQUISITION OF SAID PROPERTY IS NOT A PROJECT FOR THE PURPOSES OF CEQA AS DEFINED BY THE CALIFORNIA PUBLIC RESOURCES CODE SECTIONS 21065 AND 21080

A. Recitals.

(i) The property located at 120 South Bradford Avenue (APN: 339-052-28) (the "Property") was built in 1940 by the Works Project Administration (WPA) of the New Deal as Placentia's first City Hall.

(ii) The Property served as Placentia City Hall until 1974, when the construction of the new City Hall at 401 E. Chapman Avenue was completed.

(iii) The Property's Spanish Revival architecture and its historic significance have made it a designated City landmark and has been listed on the City's local list of Historic Buildings since 1989.

(iv) The former Placentia Redevelopment Agency purchased the Property in October 2002 for redevelopment purposes and in April 2005 the former Placentia Redevelopment Agency sold the Property to a private individual for use as an office building.

(iv) In 2014 the Property was acquired by Mr. Art M. Gastelum (Property Owner). The Property Owner entered into a Lease with Option to Purchase Agreement (the "Agreement") with the City of Placentia (City) on April 15, 2014.

(v) Prior to the Agreement expiration date of March 31, 2019, the City has exercised its option to purchase the Property for the full purchase price, less the deposit and monthly lease payments.

(vi) The City and Property Owner have negotiated and prepared a Purchase and Sale Agreement for the City's purchase of the property in the amount of \$282,904.05.

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

B. Resolution.

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

Section 1. On February 12, 2019, the Planning Commission adopted Resolution No. PC-2019-04, finding that the acquisition of 120 South Bradford (APN 339-052-28) conforms with the City of Placentia General Plan. In adopting Resolution No. PC-2019-04, the Planning Commission also found that the acquisition of said property is not a project for the purposes of CEQA as defined by the California Public Resources Code Sections 21065 and 21080. As the building will continue to be used for the same land use purposes and this acquisition makes no changes to the project, the City Council hereby finds that the acquisition of the subject property is exempt from further CEQA review in that this action does not constitute a project for the purposes of CEQA as defined by the California Public Resources Code Sections 21065 and 21080.

Section 2. The City Council approves the Purchase and Sale Agreement for the City's acquisition of the property at 120 South Bradford Avenue, Placentia substantially in the form presented to the City Council.

Section 3. Pursuant to the Purchase and Sale Agreement, the City shall pay to the owner of the property at 120 South Bradford Avenue, Placentia the purchase price of \$282,904.05.

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

PASSED, APPROVED AND ADOPTED this 19th day of February 2019.

Rhonda Shader, Mayor

ATTEST:

Patrick J. Melia, City Clerk

I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Placentia, held on the 19th day of February 2019 by the following vote:

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

ATTEST:

Patrick J. Melia, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

**PURCHASE AND SALE AGREEMENT
AND ESCROW INSTRUCTIONS**

THIS PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (the "Agreement"), dated this ___ day of February 2019, is entered into by and between City of Placentia, a California Charter City ("Buyer") and Art M. Gastelum ("Seller"), together the "Parties." For and in consideration of the mutual covenants and promises set forth herein, the Parties agree as set forth below, with reference to the following facts:

RECITALS

- A. Seller is the owner of that certain parcel(s) of real property and associated improvements located at 120 South Bradford Avenue, City of Placentia, California, 92870, and particularly identified in the Official Records of the County of Orange as Assessor's Parcel Number(s) 339-052-28 and as more particularly described in Exhibit A hereto, together with all rights, title and interest in and to all appurtenances and improvements located therein (collectively, the "Property").
- B. On April 15, 2014, the City entered into a Lease with Option to Purchase Agreement ("Lease Agreement") with Seller for the Property.
- C. The City and Seller have complied with all terms of the Lease Agreement, including said monthly rent payments and maintenance, in accordance with the attached Exhibit E hereto referred to as "Payment Schedule."
- D. Buyer desires to purchase the Property from Seller in accordance with the Lease Agreement Grant of Option Section, and Seller desires to sell the Property to Buyer, on the terms and subject to the conditions contained in this Agreement.
- E. The Governing Board of the City of Placentia has approved and authorized the transaction contemplated in this Agreement by way of City Council Resolution No. _____.
- F. All other legal prerequisites to this Agreement have been satisfied, and this Agreement furthers the common benefit of the citizens of the City of Placentia.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and representations contained in this Agreement, Seller and Buyer (sometimes herein referred to individually as a "Party," and jointly as the "Parties") agree as follows:

ARTICLE I

INCORPORATION OF RECITALS

The foregoing recitals are true and correct, and incorporated as herein by the Parties as a material aspect of this Agreement.

ARTICLE II

PURCHASE AND SALE

2.1 Purchase and Sale. Pursuant to the terms and conditions contained in this Agreement, Seller hereby agrees to sell the Property to Buyer, and Buyer hereby agrees to purchase the Property from Seller.

2.2 Purchase Price. The purchase price ("Purchase Price") for the Property shall be TWO HUNDRED EIGHTY-TWO THOUSAND NINE HUNDRED AND FOUR DOLLARS AND FIVE CENTS (\$282,904.05) payable by Buyer to Seller in cash at the Closing.

ARTICLE III

PURCHASE PRICE AND DEPOSITS

3.1 Opening of Escrow. Within three (3) days after this Agreement is executed by both Parties, Seller and Buyer shall open an escrow ("Escrow") through Arroyo Village Escrow ("Escrow Holder"), Attention: Debra Fernandez, Escrow Officer, Address: 1492 W. Colorado Blvd. Suite A, Pasadena, CA 91105 ("Escrow Agent"), by delivering an executed copy of this Agreement to Escrow Agent ("Opening of Escrow"). The opening date of Escrow ("Opening Date") shall be the date on which Escrow Holder receives a fully executed copy of this Agreement. Escrow Holder shall notify the Parties in writing of the Opening Date when established.

3.2 Deposit. Within five (5) business days after the Opening of Escrow, Buyer shall deliver a deposit (the "Deposit") in the amount of TEN THOUSAND DOLLARS and No/Cents (\$10,000.00). The Escrow Agent shall deposit the Deposit into a federally insured interest bearing account as designated by Buyer. The closing of the Escrow ("Close of Escrow") shall be in accordance with Article IV of this Agreement.

3.3 Purchase Price. The total Purchase Price for the Property shall be as set forth in Section 2.2 of this Agreement, which shall be payable by Buyer to Seller in cash ("Purchase Funds") at Closing. Notwithstanding the foregoing, Buyer may elect to pay the Purchase Price in cash at any time prior to the Closing.

3.4 Balance of Purchase Price. Upon the Close of Escrow, the amount of the Deposit shall be credited toward the Purchase Price. Buyer shall deposit with the Escrow Agent the Purchase Funds in accordance with Section 3.6, in sufficient time such that the Escrow Agent will be able to disburse the cash proceeds accruing to Seller on the Close of Escrow.

3.5 Escrow Instructions. This Agreement shall constitute joint primary escrow instructions to the Escrow Agent; provided, however, that the Parties shall execute such additional instructions as requested by the Escrow Holder not inconsistent with the provisions hereof. This

Agreement and any such escrow instructions executed by the Parties shall constitute the "Escrow Instructions" for the transaction described in this Agreement. In the event of any inconsistency between the Escrow Instructions and this Agreement, this Agreement shall control the rights and obligations of the parties.

Liquidated Damages. IF THE TRANSACTION CONTEMPLATED UNDER THIS AGREEMENT IS NOT CONSUMMATED DUE TO A BREACH OR DEFAULT OF BUYER THAT IS NOT CURED IN ACCORDANCE WITH THIS AGREEMENT, THEN SELLER SHALL HAVE THE RIGHT TO RECEIVE AND RETAIN THE DEPOSIT AS LIQUIDATED DAMAGES AS SELLER'S SOLE AND EXCLUSIVE REMEDY, EXCEPT THIS SECTION SHALL NOT LIMIT SELLER'S CLAIMS FOR ATTORNEYS' FEES UNDER THIS AGREEMENT. THE RETENTION OF THE DEPOSIT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF THE CALIFORNIA CIVIL CODE, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO THE CALIFORNIA CIVIL CODE. BUYER AND SELLER AGREE THAT (I) THE AMOUNT OF LIQUIDATED DAMAGES IS REASONABLE CONSIDERING ALL OF THE CIRCUMSTANCES EXISTING AS OF THE DATE OF THIS AGREEMENT, INCLUDING THAT ASCERTAINING THE AMOUNT OF SELLER'S ACTUAL DAMAGES WOULD BE COSTLY AND INCONVENIENT; AND (II) THE AMOUNT OF THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE ESTIMATE OF THE DAMAGES TO SELLER, INCLUDING THE COST OF NEGOTIATING AND DRAFTING THIS AGREEMENT, COSTS OF COOPERATING IN SATISFYING CONDITIONS TO CLOSING, COSTS OF SEEKING ANOTHER BUYER, OPPORTUNITY COSTS IN KEEPING THE PROPERTY OUT OF THE MARKETPLACE AND OTHER COSTS INCURRED IN CONNECTION WITH THIS AGREEMENT. BUYER HAS REVIEWED THE EFFECT OF THIS PROVISION WITH LEGAL COUNSEL AND HAS AGREED THAT SUCH DAMAGES ARE A REASONABLE AND FAIR ESTIMATE OF THE DAMAGES SELLER WILL SUSTAIN IF AN EVENT OF DEFAULT BY BUYER OCCURS. UPON ANY BREACH OR DEFAULT BY BUYER UNDER THIS AGREEMENT THAT HAS NOT BEEN CURED IN ACCORDANCE WITH THE TERMS HEREOF, THIS AGREEMENT SHALL BE TERMINATED AND NEITHER PARTY SHALL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS HEREUNDER, EXCEPT FOR THE RIGHT OF SELLER TO RECEIVE AND RETAIN THE DEPOSIT AS LIQUIDATED DAMAGES IN ACCORDANCE WITH THIS SECTION. BY INITIALING THIS SECTION IMMEDIATELY BELOW, SELLER AND BUYER ACKNOWLEDGE THEIR APPROVAL OF THIS LIQUIDATED DAMAGES PROVISION AND AFFIRM THEIR RESPECTIVE AGREEMENTS CONTAINED IN THIS SECTION.

Buyer's Initials

Seller's Initials

3.6 Form of Payment. All money payable under this Agreement, for the Deposit, the Purchase Funds or otherwise, shall be paid in cash, by wire transfer, or by a cashier's check or certified check of immediately available Federal funds of the United States.

ARTICLE IV
CONDITIONS PRECEDENT

The purchase and sale under this Agreement shall be subject to the satisfaction of the conditions precedent set forth in this Article IV (unless waived in writing by the party to whom the benefit of such condition runs) on or before the Closing Date, or such earlier date as is specified in this Agreement, each of which conditions shall be a covenant of the Party required to perform such condition.

4.1 Conditions to Buyer's Obligations and Due Diligence Period.

A. Delivery of Title Report; Seller's Cure. Seller shall cause First American Title ("Title Insurer") to deliver to Buyer a standard CLTA preliminary title report for the Property ("Title Report") within two (2) business days following the Opening of Escrow, together with copies of any exceptions referred to in Schedule B of the Title Report. **THE PROPERTY IS SOLD "AS-IS," WITH NO CONDITIONS AND THE BUYER SHALL ACQUIRE THE PROPERTY SUBJECT TO ALL OTHER EXCEPTIONS DESCRIBED IN THE TITLE REPORT** (collectively, "Approved Exceptions"). At the Closing, Seller shall deliver title to the Property to Buyer subject only to the Approved Exceptions.

(i) Buyer's Notice of Objection. If the Title Report contains exceptions which are not acceptable to Buyer ("Unpermitted Exceptions"), Buyer shall, within five (5) business days after receipt of the Title Report, deliver to Seller written notice of Buyer's objections (a "Notice of Objection"), if any, to such exceptions. If Buyer fails to deliver a Notice of Objection in accordance with the foregoing sentence, Buyer shall be deemed to have waived its right to object to any exceptions which would otherwise be Unpermitted Exceptions, and such exceptions shall thereafter be deemed Permitted Exceptions (as defined below).

(ii) Seller's Response Notice. Within five (5) days following the date of receipt of a Notice of Objection (the "Seller Notice Period") from Buyer, Seller shall give notice (a "Response Notice") advising Buyer whether Seller will cause any of the Unpermitted Exceptions to be removed from the Title Report at or prior to expiration of the Due Diligence Period. Buyer shall have the right, but not the obligation, to remove any Unpermitted Exceptions. If Seller fails to give the Response Notice during the Seller Notice Period, Seller shall be deemed to have elected not to remove any Unpermitted Exceptions.

(iii) Title Termination Notice. Unless Seller agrees to cause all of the Unpermitted Exceptions to be removed from the Title Report or otherwise addressed to the satisfaction of Buyer, Buyer may terminate this Agreement by giving notice in writing to Seller (the "Title Termination Notice") within five (5) business days following Buyer's receipt of the Response Notice or the date the Response Notice was due but not received. If Buyer gives a Title Termination Notice: (a) the Deposit shall be returned to Buyer, and; (b) this Agreement shall become null and void and of no further force or effect, except for those provisions that survive the early termination of this Agreement.

(iv) Specific Exclusions. Notwithstanding anything to the contrary set forth in this Article IV, any title matter arising after the date of the Title Report and added to the Title Report after its original issuance or any survey matter arising after the Due Diligence Period may be a Permitted Exception but first shall be subject to the same procedures set forth in this Section 4.1.A. (provided, however, that Buyer agrees to deliver a Notice of Objection no later than ten (10) business days following receipt of an update to the Title Report or Survey; and Seller shall have ten (10) business days to deliver a Response Notice). To the extent necessary the Closing shall be extended to accommodate such matters.

B. Delivery of Title and Title Insurance. Seller shall convey title to the Property to Buyer at the Closing (defined in Section 4.1 of this Article), subject only to the Permitted Exceptions. The term "Permitted Exceptions" shall mean: (i) liens for real property taxes shown as exceptions in the Title Report provided that the taxes are not delinquent; (ii) the standard exclusions to coverage under Title Insurer's Owner's Policy of Title Insurance ("Title Policy"); and (iii) any other lien, encumbrance, title exception or defect that appears in the Title Report, which Buyer has waived or which is caused by Buyer prior to the Closing. Notwithstanding the foregoing, in no event shall the following be considered Permitted Exceptions: deeds of trust or mortgages; lease agreements, judgments; mechanics' and materialmen's liens; tax liens; or liens, encumbrances or other title matters created by Seller after the date of this Agreement, other than those created with the prior written consent of Buyer. Buyer agrees that Seller's obligation to convey title to Buyer shall be deemed satisfied upon Title Insurer's willingness to issue the Title Policy subject only to the Permitted Exceptions.

C. Inspection. Buyer shall conduct or review such surveys, investigations, studies and inspections and make or review such geologic, environmental and soils tests and other studies of the Property as Buyer, in Buyer's discretion, deems necessary to determine the physical and land use characteristics of the Property (including its subsurface) and the Property's suitability for Buyer's anticipated use.

D. Review of Documents. Buyer has possession of copies of the documents, if any, listed on Exhibit B, and shall review the same. Seller represents that the documents listed on Exhibit B represent all documents which Seller knowingly has in its possession.

E. Representations and Warranties. Each of the representations and warranties by Seller contained in Section 9.1 was true and correct in all material respects as of the date made and continues to be true and correct in all material respects as of the Closing.

F. Delivery of Closing Documents. Execution, delivery and acknowledgement as appropriate by Seller of the closing documents set forth in Section 5.1B(i) and other necessary closing documents as may be reasonably requested by Buyer or Escrow Agent.

G. Due Diligence Period. Buyer shall have FIVE (5) CALENDAR DAYS after the Opening of Escrow (the "Due Diligence Period") to: (i) review the exceptions, legal descriptions and other matters contained in the Title Report; (ii) conduct or review such surveys, investigations, studies and inspections and make or review such geologic, environmental and soils tests and other studies of the Property; (iii) review the documents listed on Exhibit B, if any, and; (iv) review all other applicable due diligence materials respecting the Property (collectively, the "Due Diligence Items"). If Buyer, in its sole and absolute discretion, determines that the results

of any information, inspection, test, examination or any investigation provided under this Agreement or performed or obtained during the Due Diligence Period fails to meet Buyer's criteria (established in Buyer's sole and absolute discretion) for the purchase and operation of the Property in the manner contemplated by Buyer, or Buyer deems the Property to be unsuitable for Buyer's purposes for any reason, then Buyer shall have the option to terminate this Agreement and shall so advise Seller by written notice (the "Disapproval Notice"), with a copy to Escrow Agent, given no later than 5:00 p.m. (Pacific Standard Time) on or before the last day of the Due Diligence Period. In the event Buyer provides the Disapproval Notice to Seller on or before the expiration of the Due Diligence Period, then this Agreement shall be deemed terminated, in which event: (i) Seller shall be entitled to keep the Deposit; (ii) Buyer shall be entitled to receive a refund of any additional funds placed in Escrow (excluding the Deposit); (iii) Buyer shall pay for Escrow expenses incurred to date of termination; and (iv) neither party shall have any right against the other arising out of such termination. If Buyer fails to timely deliver the Disapproval Notice on or before the expiration of the Due Diligence Period, this Agreement shall remain in full force and effect.

H. Access to Property. At reasonable times during the term of the Escrow, and upon reasonable prior notice to Seller, Buyer, its agents, contractors and subcontractors, shall have the right to enter upon the Property thereon to make any and all inspections and tests as Buyer deems desirable in its sole discretion. Upon Seller's written request, Buyer shall provide Seller with a copy of the results, reports or findings ("Results") from such testing within three (3) business days of Buyer's receipt of the same. Buyer further agrees to use the Results solely in connection with its review of the Property, and not to disclose, communicate or publish the nature or content of the Results to any person or entity, except to its personnel, representatives, consultants, directly involved in its review of the Property, or as otherwise required by law, regulation, legal process or regulatory authority.

For any entry to or on the Property by Buyer, Buyer's agents, Buyer's consultants or Buyer's contractors, Buyer shall leave the Property in substantially similar condition after entry as Property or equipment upon Property was found, and Buyer expressly waives, and shall indemnify, defend and hold harmless Seller from and against, any liabilities, claims, damages (including injury or damage to person or property), losses, costs and expenses related to Buyer or Buyer's agents, contractors, or subcontractors entry, inspections and studies conducted by Buyer and/or its agents, consultants and contractors on, under, or about the Property, including equipment on the Property.

I. No Material Change. Seller shall not cause any material change in the status of the use, title, occupancy or physical condition of the Property, unless caused by Buyer or its agents, prior to Close of Escrow that has not been approved in writing by Buyer, which approval can be withheld in Buyer's sole discretion. Additionally, Seller shall: (i) maintain its existing insurance policies in full force and effect (Seller acknowledges that Buyer may be insured through the City of Placentia, a self-insured public agency and may not have specific policies in place applicable to the Property); (ii) provide prompt written notice to Buyer of any casualty or condemnation affecting any portion of the Property after the date of this Agreement, or any matter relating to zoning changes, rent control or increase in tax assessments; (iii) deliver to Buyer, promptly after receipt by Seller, copies of all notices of violation issued by any governmental authority with respect to the Property received by Seller after the date of this Agreement; (iv) advise Buyer promptly of any litigation, arbitration or other judicial or administrative proceeding

which concerns or affects the Property; and (v) comply in material respects with the requirements of all contracts, licenses, permits, approvals, guaranties and warranties.

J. Seller Performance. Seller shall have delivered all documents listed on Exhibit B, if any, and duly performed each and every undertaking, covenant and agreement required to be performed by Seller under this Agreement prior to or at the Close of Escrow.

K. Prior to the Closing, Seller shall have obtained any and all authorizations and approvals necessary to sell the Property.

4.2 Conditions to Seller's Obligations.

Close of Escrow and Seller's obligation to sell the Property to Buyer pursuant to this Agreement, are subject to the satisfaction of the following conditions at or prior to Closing.

A. Deposit. Buyer has placed the Deposit into escrow in accordance with Section 3.2, above.

B. No Default. Buyer shall not be in material default of Buyer's obligations under this Agreement, including, but not limited to, Buyer's obligation to deliver the Purchase Price into escrow on or before the Closing Date. If the conditions above have not been satisfied or waived by Seller at or before the Closing Date through no fault of Seller, then Seller may, upon written notice to Buyer, cancel the Escrow, terminate this Agreement, and recover any documents delivered to the Escrow Holder pursuant to this Agreement

C. Delivery of Purchase Price. The Purchase Funds shall be delivered by or on behalf of Buyer to Escrow Agent as described in Section 3.4, in sufficient time such that the Escrow Agent will be able to disburse the cash proceeds accruing to Seller on the Close of Escrow.

D. Representations and Warranties. Each of the representations and warranties by Buyer contained in Section 8.4A and Section 9.2 below shall be determined to have been true and correct in all material respects as of the date made and shall continue to be true and correct in all material respects as of the Closing.

E. Delivery of Closing Documents. Execution, delivery and acknowledgement as appropriate by Buyer of the closing documents set forth in Section 5.1B(ii) and other necessary closing documents as may be reasonably requested by Buyer or Escrow Agent. Seller shall have executed into Escrow, for delivery to Buyer and recordation with the Orange County Recorder's Office, a Grant Deed in the form attached hereto as Exhibit C.

4.3 Failure of Conditions. If any of the conditions precedent contained in this Article IV are not satisfied within the time periods specified in this Agreement (or waived or the time for satisfaction extended by the party to whose benefit the condition runs), the party to whose benefit the condition runs shall have the right to terminate this Agreement by delivering written notice to the other party and Escrow Agent within the time period specified by this Agreement. If Seller terminates this Agreement due to a failure of any condition set forth in Section 4.2, Seller shall have the right to retain the Deposit plus any accrued interest thereon, and exercise its rights under Article VI. If Buyer terminates this Agreement due to a failure of the conditions set forth in Section 4.1.C or G, Seller shall have the right to retain the Deposit plus any accrued interest

thereon. If Buyer terminates this Agreement due to a failure of the conditions set forth in Section 4.1.A, B, D, E, F, H, I or J, then Buyer shall have the right to receive a refund of the Deposit of Escrow Agent's and Title Insurer's normal escrow and title insurance cancellation fees and exercise its rights under Article VI. Nothing contained in this Agreement is intended nor shall permit any party in default to terminate this Agreement or the Escrow provided for in this Agreement as a result of such default.

ARTICLE V **CLOSING**

5.1 Closing. The purchase and sale of the Property shall be consummated at a Closing in accordance with the following:

A. Closing Date. The closing date shall occur on or before 11:00 a.m. on the date which is fifteen (15) calendar days after the expiration of the Due Diligence Period (the "Closing Date"), at the office of the Escrow Agent or such other location as is acceptable to the parties to this Agreement. Except as provided otherwise in Article VI, if the Escrow for the Property has not closed on or before the Closing Date, either party shall have the right to terminate this Agreement unless such party is in default of its obligations under this Agreement. Except as otherwise provided in Section 4.3, if this Agreement is terminated as a result of a failure of a condition other than as a result of Buyer's default under this Agreement, the Deposit, less Buyer's cost of the Escrow Agent's and Title Insurer's escrow and title cancellation fees and expenses, will be refunded to Buyer.

B. Closing Documents.

At or prior to Closing, Seller shall deposit into Escrow a Grant Deed in substantially the form attached hereto as Exhibit C, properly executed and acknowledged by Seller, in favor of Buyer, containing the legal description of the Property and subject only to the Approved Exceptions. At or prior to Closing, Buyer shall have deposited into Escrow any supplemental escrow instructions necessary to close this Escrow. Escrow Holder shall deliver to Seller the Purchase Price, when;

(i) Seller. No later than the day prior to the Closing Date, Seller shall duly execute and acknowledge as appropriate and deliver to Escrow Agent the following:

(a) A grant deed ("Deed") conveying the Property to Buyer in substantially the form attached to this Agreement as Exhibit C;

(b) A Non-Foreign Entity Affidavit ("Affidavit"), substantially in the form attached to this Agreement as Exhibit D, pursuant to Section 10.2; and

(c) Such documents and instruments as Escrow Agent or Title Insurer may reasonably require to evidence the due authorization and execution of the documents and instruments to be delivered by Seller under this Agreement and to issue the Title Policy.

The obligations of Seller to deliver documents and instruments into Escrow in accordance with this Section 5.1B(i) are separate, independent covenants of Seller and shall not be conditioned upon Buyer's deliveries in accordance with Section 5.1B(ii).

(ii) Buyer. No later than the day prior to the Closing Date, Buyer shall duly execute and acknowledge as appropriate and deliver to the Escrow Agent the following:

(a) The amount of the Purchase Funds, less the Deposit;

(b) A Change of Ownership Statement, as required by Title Insurer or Escrow Agent; and

(c) Such documents and instruments as Escrow Agent or Title Insurer may reasonably require to evidence the due authorization and execution of the documents and instruments to be delivered by Buyer under this Agreement and to issue the Title Policy.

The obligations of Buyer to deliver funds, documents and instruments into Escrow under this Section 5.1.B(ii) shall be separate, independent covenants of Buyer and shall not be conditioned upon Seller's deliveries in accordance with Section 5.1.B(i).

C. Closing Procedure. At such time as the Escrow Agent has received all of the items specified in Section 5.1.B, and at such time as Title Insurer is prepared to issue the Title Policy in accordance with Section 4.1.B, Buyer and Seller hereby authorize and instruct Escrow Agent to: (i) cause Title Insurer to record the Deed and issue the Title Policy to Buyer; (ii) pay to the authorities lawfully entitled thereto any recordation fees and transfer taxes in connection with this Agreement; (iii) deliver to Buyer and Seller a conformed copy of the Deed showing the recording information; and (iv) deliver to Buyer an executed original of the Affidavit. As specified in Exhibit E, Lease with Option to Purchase Agreement, Section 6.3.2, the City shall bear all costs of Escrow, including title reports, disclosure reports, and Seller's requirements by law to sell the Property and escrow fees.

5.2 Fees; Expenses; Prorations.

A. Fees, Expenses, Transfer Taxes.

(i) Buyer. Buyer shall pay: (a) all costs of the Escrow fees; (b) the cost of recording the Deed and all other documents recorded at the Closing; all documentary transfer taxes imposed in connection with the recording of the Deed; (c) the cost of the CLTA Title Policy for Buyer in the amount of the Purchase Price; and (d) any other customary fees and charges and expenditures authorized by Seller which are agreed upon by the Buyer. The parties agree that the amount of documentary transfer taxes will not be referred to in the Deed. Buyer shall have the right to procure an ALTA Extended Coverage Owner's Policy of Title Insurance ("ALTA Policy") and Buyer shall pay for the increased cost of such ALTA Policy above the cost of the CLTA Title Policy, the cost of any survey that the Title Insurer requires for issuance of an ALTA Policy (other than the cost of the survey of the Property previously obtained by Seller, and a copy of which has been delivered to Buyer) and for the cost of any other increase in the amount or scope of title insurance if Buyer elects to increase the amount or scope of title insurance coverage or to obtain endorsements to the Title Policy or ALTA Policy.

B. Real Property Taxes, Assessments and Rents. All real property taxes and assessments for the fiscal years of the taxing and assessing authorities in which the Closing occurs shall be prorated on the basis of a three hundred sixty-five (365) day year at the Closing with appropriate debits and credits to the accounts of Buyer and Seller so that Seller shall be responsible for paying all of the same, to the extent duly allocable to the period ending on the day immediately prior to the Closing Date and Buyer shall be responsible for paying all of the same (if any shall be due), to the extent duly allocable to the period commencing upon the Closing Date. At the Closing, Buyer shall reimburse Seller for any taxes and assessments which are allocable to the period commencing upon the Closing Date and which Seller has already paid. In addition, all rents, incomes and profits, if any, derived from the Property or attributable to the Property shall be prorated at the Closing with appropriate debits and credits to the accounts of Buyer and Seller so that Seller shall pay and receive, as appropriate, all of the same to the extent duly allocable to the period ending on the day prior to the Closing Date and Buyer shall pay and receive, as appropriate, all of the same to the extent duly allocable to the period commencing upon the Closing Date.

C. In the event the Department of Industrial Relations determines the sale of the Property is a public project pursuant to California Labor Code section 1720, *et seq.*, which requires the payment of prevailing wage rates and any other requirements, Buyer agrees to assume all risk of liability arising from the Department of Industrial Relations determination and shall bear the obligations to pay prevailing wages.

ARTICLE VI **BREACH**

6.1 General. If either Party breaches its obligations under this Agreement prior to the Closing, then the other party may, without terminating this Agreement, suspend performance by giving written notice to the other party until such breach is cured by the other party. Except for Seller's and Buyer's respective delivery obligations under Article V, including, without limitation, Buyer's delivery to the Escrow Agent of any portion of the Deposit or the Purchase Funds, neither party shall be in default under this Agreement unless it fails to cure a breach of such Party's obligations under this Agreement within twenty-four (24) hours after receipt of written notice of such breach from the non-breaching party. Nothing contained in this Agreement is intended nor shall permit any Party in default to terminate this Agreement or the Escrow provided for in this Agreement as a result of such default.

6.2 Buyer's Breach.

A. Buyer's Pre-Closing Breach. Except as expressly provided otherwise in Section 6.1, if Buyer breaches any of its obligations under this Agreement prior to the Closing and Buyer fails to cure such breach within twenty-four (24) hours after Buyer's receipt of written notice from Seller, then Seller may terminate this Agreement and retain the Deposit as liquidated damages in accordance with Section 3.3 as Seller's sole remedy. Notwithstanding the foregoing, Seller's right to recover attorneys' fees pursuant to Section 11.3 shall survive any termination of this Agreement pursuant to this Section. Buyer hereby acknowledges and agrees that in no event shall the notice and cure rights set forth in Section 6.1 apply to Buyer's failure to deliver any of the items into Escrow in accordance with Section 3.2 and Article V, including, without limitation, any portion of the Deposit or the Purchase Funds.

B. Buyer's Post-Closing Breach. If after the Closing, Buyer breaches any of its post-Closing obligations under this Agreement and Buyer fails to cure such breach within twenty-four (24) hours after Buyer's receipt of written notice from Seller, then Seller shall have the right to pursue any and all remedies available to Seller at law or in equity, including the specific performance of this Agreement. Buyer hereby acknowledges that Seller's right to recover attorneys' fees pursuant to Section 11.3 shall survive the Close of Escrow and the recordation of the Deed.

6.3 Seller's Breach.

A. Seller's Pre-Closing Breach. Except as expressly provided otherwise in Sections 4.3 and 6.1, if Seller breaches its obligations under this Agreement and Seller fails to cure such breach within twenty-four (24) hours after Seller's receipt of written notice from Buyer or such other time before Closing if the cure cannot reasonably be obtained within such twenty-four-hour period, Buyer shall have the right to elect one, but not both, of the remedies set forth in this Section 6.3.

(i) Termination. Buyer shall have the right to terminate this Agreement and receive a refund of the Deposit.

(ii) Specific Performance. Buyer shall have the right to obtain specific performance by Seller provided Buyer is not in breach of its obligations under this Agreement.

ARTICLE VII DEMOLITION, REHABILITATION AND SITE CLEARANCE

7.1 Buyer's Obligations. After the Closing Date, Buyer, at Buyer's sole cost and expense, shall be responsible for and Seller shall have no liability for, or obligation related to any of the following: (i) any grading and removal or re-compaction of soil on the Property; (ii) obtaining utilities to serve the Property; (iii) any rehabilitation or reconfiguration of the improvements currently located on the Property; (iv) paying any and all fees with respect to the Property incurred after the Closing Date and the construction of any improvements on the Property; (v) any lot line or boundary adjustment with respect to the Property; (vi) satisfying any and all on-site and off-site (i.e. inside and outside of the perimeter boundary of the Property) conditions of approval, construction and other obligations with respect to Buyer's anticipated use of the Property; and (vii) removal of any and all personal property located on the Property at the Close of Escrow. Seller hereby waives any interest in all such personal property located on the Property and releases Buyer from any liability as a result of Buyer's disposition thereof.

ARTICLE VIII CONDITION OF PROPERTY

8.1 Condition of Property.

A. General. Buyer, as specified in Section 4.1C, has or shall have inspected and conducted tests, inspections, investigations and studies of the Property as Buyer, in Buyer's

discretion, deems necessary. Buyer understands and acknowledges that the Property may be subject to earthquake, fire, floods, erosion, high water table, dangerous underground soil conditions, unavailability or shortages of water and other utilities and similar occurrences that may alter its condition or affect its suitability for any proposed use, including Buyer's anticipated use, if any. Seller shall have no responsibility or liability with respect to any such condition or occurrence. Buyer represents that it is acting and will act only upon information obtained by it from its own inspection and investigation of the Property and upon the express representations of Seller contained in this Agreement. Except as provided otherwise in this Agreement, the suitability or lack of suitability of the Property for any proposed use, or availability or lack of availability of permits or approvals of governmental or regulatory authorities with respect to any proposed or intended use of the Property, shall not affect the rights or obligations of the Seller under this Agreement.

B. Environmental Condition. In connection with or on account of the construction, operation, maintenance and demolition of the buildings, fixtures, machinery and equipment located on the Property, certain substances classified as hazardous (collectively, "Hazardous Substances") may have been released or may be present on the Property. For these purposes, "Hazardous Substances" includes "hazardous substances" as defined in CERCLA (defined below); "pollutants", "contaminants" and "Toxic Substances" as defined in the Toxic Substances Control Act; "Hazardous Materials" as defined in the Hazardous Materials Transportation Act; and other substances deemed or determined to be harmful, injurious, noxious, hazardous, nuisance causing or toxic under any Environmental Law (defined below), and including "Petroleum" as defined in RCRA (defined below). The documents listed on Exhibit B, if any, set forth in more detail the environmental condition of the Property. Buyer acknowledges receipt of the documents listed on Exhibit B, if any, relating to the environmental condition of the Property.

For purposes of this Agreement, the term "Hazardous Materials" shall mean any and all (a) substances, products, by-products, waste, or other materials of any nature or kind whatsoever which is or becomes listed, regulated or addressed under any Environmental Laws (defined below), and (b) any materials, substances, products, by-products, waste, or other materials of any nature or kind whatsoever whose presence in and of itself or in combination with other materials, substances, products, by-products, or waste may give rise to liability under any Environmental Laws or any statutory or common law theory based on negligence, trespass, intentional tort, nuisance, strict or absolute liability or under any reported decisions of any state or federal court; and (c) any substance, product, by-product, waste or any other material which may be hazardous or harmful to the air, water, soil, environment or affect industrial hygiene, occupational, health, safety and/or general welfare conditions, including without limitation, petroleum and/or asbestos materials, products, byproducts, or waste. The term "Environmental Laws" shall mean and include all federal, state, and local laws, statutes, ordinances, regulations, resolutions, decrees, and/or rules now or hereinafter in effect, as may be amended from time to time, and all implementing regulations, directives, orders, guidelines, and federal or state court decisions, interpreting, relating to, regulating or imposing liability (including, but not limited to, response, removal, remediation and damage costs) or standards of conduct or performance relating to industrial hygiene, occupational, health, and/or safety conditions, environmental conditions, or exposure to, contamination by, or clean-up of, any and all Hazardous Materials, including without limitation, all federal or state, or environmental clean-up statutes.

C. Seller hereby represents and warrants to Buyer that; there are no leases, options to purchase, rights of first refusal or contracts for lease or sale of the Property; and there are no liens or claims against the Property other than the Approved Exceptions. Seller specifically agrees to indemnify, defend and hold harmless Buyer, its directors, officers, members, agents and employees (collectively "Buyer Indemnitees") from and against any and all actions, claims, demands, losses, cost and expenses, including reasonable attorneys' fees and cost, damages and liabilities arising out of or in any way connected with any claim by a third party with regarding any lease, option to purchase, right of first refusal or contracts for lease or sale of the Property.

D. **No Warranties.** EXCEPT AS EXPRESSLY SET FORTH IN SECTION 8.1 (C) OF THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE SUITABILITY OR DEVELOPABILITY OF THE PROPERTY FOR BUYER'S PARTICULAR PURPOSES. BUYER ACKNOWLEDGES AND AGREES THAT UPON CLOSING SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PROPERTY "IN ITS THEN EXISTING CONDITION **AS IS, WHERE IS, WITH ALL FAULTS,**" EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT. BUYER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO MADE OR FURNISHED BY SELLER OR ANY AGENT PURPORTING TO REPRESENT SELLER, UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT. BUYER REPRESENTS TO SELLER THAT BUYER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS BUYER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS MATERIALS ON OR DISCHARGED FROM THE PROPERTY, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS, OTHER THAN SUCH REPRESENTATIONS AND WARRANTIES OF SELLER AS ARE EXPRESSLY SET FORTH IN THIS AGREEMENT. UPON CLOSING, SUBJECT TO SUCH REPRESENTATIONS AND WARRANTIES OF SELLER AS ARE EXPRESSLY SET FORTH IN THIS AGREEMENT, BUYER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY BUYER'S INVESTIGATIONS.

IN CONNECTION THEREWITH, BUYER ACKNOWLEDGES, UNDERSTANDS, AND HAS READ THE CONTENTS OF CALIFORNIA CIVIL CODE SECTION 1542, AND EXPRESSLY WAIVES ALL RIGHTS BUYER HAS, OR AT SOME TIME IN THE FUTURE MAY HAVE, UNDER CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES THAT:

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

THE COVENANTS SET FORTH IN THIS SECTION SHALL SURVIVE CLOSE OF ESCROW AND DELIVERY OF THE GRANT DEED.

BUYER INITIALS _____

8.2 The Purchase Price and the terms and conditions set forth in this Agreement are the result of arm's-length bargaining between entities familiar with transactions of this kind and the price, terms and conditions reflect the fact that Buyer shall not have the benefit of, and, except as represented and warranted by Seller in this Agreement, is not relying upon, any statements, representations or warranties whatsoever made by or enforceable against Seller relating to the condition, operations, dimensions, descriptions, soil condition, other environmental condition, suitability, availability of utilities, compliance or lack of compliance with any Environmental Law (defined in Section 8.4) or other state, federal, county or local law, ordinance, order, permit or regulation or any other attribute or matter of or relating to the Property. Buyer represents, warrants and covenants to Seller that, except for Seller's express representations and warranties specified in Section 9.1, Buyer is relying solely upon its own inspection and investigation of the Property. If Seller obtains or has obtained in connection with this Agreement the services, opinions or work product of surveyors, architects, engineers, attorneys, Escrow Agent, Title Insurer, governmental authorities or any other person or entity with respect to the Property, Buyer and Seller agree that Seller shall do so only for the convenience of both parties and the reliance by Buyer upon any such services, opinions or work product shall not create or give rise to any liability of or against Seller.

8.3 Governmental Approvals. Buyer agrees not to submit any land use-related applications, reports, studies or other documents, including, without limitation, plans and specifications, impact statements for water, sewage, drainage or traffic, environmental review forms or energy conservation checklists to any governmental agency or any amendment or modification to any such instruments or documents prior to the Close of Escrow unless first approved by Seller.

8.4 Environmental Matters.

A. Buyer's Representations and Release of Seller. Except for the express representations and warranties of Seller set forth in this Agreement, Buyer shall rely solely upon its own inspection of the Property in determining the Property's physical and environmental condition, and the Property's suitability for Buyer's particular purpose(s), and shall have the right to review all reports, documents and studies described in Sections 4.1.C and 4.1.D. Except for damages arising from the express representations and warranties of Seller set forth in this Agreement, Buyer waives its right to recover, and hereby releases, Seller, its officers, affiliated agencies, employees, agents and affiliates of any of them (collectively, "Seller's Related Parties") from any and all damages, losses, liabilities, costs or expenses whatsoever (including reasonable attorneys' fees and costs) and claims therefor, whether direct or indirect, known or unknown or

foreseen or unforeseen, which may arise from or be related to: (i) the physical condition of the Property; (ii) the Property's suitability, usability, or developability for Buyer's particular purpose(s); and (iii) the Property's compliance or lack of compliance with and remediation or "clean-up" liabilities arising under any law including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.), ("CERCLA") the Resources Conservation and Recovery Act of 1976 (42 U.S.C. Sections 6901 et seq.), ("RCRA") the Clean Water Act (33 U.S.C. Sections 466 et seq.), the Safe Drinking Water Act (14 U.S.C. Sections 1401-1450), the Hazardous Materials Transportation Act (49 U.S.C. Sections 1801 et seq.), the Toxic Substance Control Act (15 U.S.C. Sections 2601-2629), the California Hazardous Substances Act (Health & Safety Code Sections 25100-25600), the California Porter-Cologne Water Quality Control Act (Water Code Sections 13000 et seq.) and all regulations, rulings and orders promulgated or adopted pursuant thereto (collectively, "Environmental Laws"). Buyer acknowledges, understands, and has read the contents of Section 1542 of the California Civil Code, and expressly waives the benefits of Section 1542 of the California Civil Code, which provides as follows:

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

BUYER'S INITIALS

B. Drainage, Erosion Control and Storm Water Pollution Prevention Plans. Buyer shall be responsible for compliance with all state, local and federal governmental and regulatory requirements with respect to drainage, erosion control, the National Pollution Discharge Elimination System ("NPDES") or Storm Water Pollution Prevention Plans ("SWPPP's") on or relating to the Property to the extent such compliance requirements arise after the Close of Escrow.

ARTICLE IX **REPRESENTATIONS AND WARRANTIES**

9.1 Seller's Representations and Warranties. In consideration of Buyer's entering into this Agreement and as an inducement to Buyer to purchase the Property, Seller makes the following covenants, representations and warranties, each of which is material and is being relied upon by Buyer (and the continued truth and accuracy of which shall constitute a condition precedent to Buyer's obligations hereunder):

A. Authority. Seller has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby; requisite action has been taken by Seller in connection with the entering into of this Agreement and the instruments referenced herein, and the consummation of the transactions contemplated hereby; and no consent of any other party is required.

B. Encumbrances. Seller is the owner of the fee interest in the Property free and clear of all liens, encumbrances and other matters other than those set forth in the Title Policy and the Property is not subject to any outstanding contract of sale, right of first refusal or purchase option, in favor of any person or entity, except Buyer. Seller will not sell, lease, sublease, assign, mortgage or otherwise encumber the Property without Buyer's prior written approval, which may be withheld in Buyer's sole discretion.

C. Representations. All representations and warranties of Seller set forth in this Agreement shall be true on and as of the Close of Escrow as if those representations and warranties were made on and as of such time.

D. Legal Power. The individuals executing this Agreement and the instruments referenced herein on behalf of Seller, have the legal power, right and actual authority to bind Seller to the terms and conditions hereof and thereof.

E. No Breach. There are no contracts or agreements relating to the leasing, operation and maintenance of the Property which will be effective as to the Property following the Closing. There are no agreements, rights or agreements under which any third person or party has any right or option to purchase the Property. This Agreement and all documents required hereby to be executed by Seller are and shall be valid, legally binding obligations of and enforceable against Seller in accordance with their terms, subject only to the applicable bankruptcy, insolvency, reorganization, moratorium laws or similar laws or equitable principles effecting or limiting the rights of contracting parties generally. To Seller's knowledge, neither the execution and delivery of this Agreement and the documents referenced herein, nor the incurrance of the obligations set forth herein, nor the consummation of the transactions herein contemplated, nor compliance with the terms of this Agreement and the documents reference herein, result in the breach of any terms, conditions or provisions of, or constitute a default under, any bond, note, or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease, or other agreements or instruments to which Seller is a party or effecting the Property.

F. Litigation. There are no suits, claims, foreclosure proceedings, property tax protests, zoning or other administrative proceedings that are pending or, to the best of Seller's knowledge, threatened with respect to or in any manner affecting the Property.

G. Condemnation; Eminent Domain. Seller has neither received any written notice from a governmental authority, nor has any knowledge of any action regarding eminent domain proceedings for the condemnation of all or any portion of the Property. To Seller's knowledge, Seller has not received any written notices of violations, including, without limitation, any environmental law violations, that still exist from any municipal or governmental bodies regarding the Property.

H. Due Diligence. Seller has delivered to Buyer complete legible copies of the items listed on Exhibit B, if any, attached hereto. The documents delivered by Seller to Buyer are all the material documents concerning the Property that, to Seller's knowledge, are in Seller's possession or under its control.

I. Environmental Laws. Except as disclosed on Exhibit B, to Seller's knowledge, Seller has not received written notice from any governmental authority that the Property or the use or operation thereof are in violation of any Environmental Laws, and to Seller's knowledge, no such written notice has been issued and, to Seller's knowledge, no violation of any Environmental Laws has occurred. Except as disclosed on Exhibit B, to Seller's knowledge, no part of the Property has ever been used by any person or entity to refine, produce, use, store, handle, transfer, process, transport or dispose of any Hazardous Substances.

9.2 Buyer's Representations, Warranties and Covenants. In consideration of Seller entering into this Agreement, and as an inducement to Seller to sell the Property to Buyer, Buyer makes the following representations, warranties and covenants, each of which is material and is being relied upon by Seller (the continued truth and accuracy of which shall constitute a condition precedent to Seller's obligations hereunder and in the case of C. and D., below, ongoing obligations of Buyer which shall survive the Close of Escrow):

A. Authority. Buyer has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby; all requisite action (City Council) has been taken by Buyer in connection with the entering into of this Agreement and the instruments referenced herein, and the consummation of the transactions contemplated hereby; and no consent of any other party is required.

B. Representations. All representations and warranties of Buyer set forth in this Agreement shall be true on and as of the Close of Escrow as if those representations and warranties were made on and as of such time.

C. Zoning and Development Standards. The Buyer represents and warrants that its Due Diligence of the Property has included a review and analysis of the zoning, development, and land use regulations currently existing and governing the Property. Buyer represents and warrants that it understands such zoning, development, and land use regulations, and that by purchasing the Property, Buyer is acquiring title thereto "AS IS" and subject to such zoning, development, and land use regulations. Buyer expressly acknowledges and understands that such zoning, development, and land use regulations may limit the suitability, usability, or developability of the Property for Buyer's particular purpose(s), and that any amendment, deviation, variance, or other change or exception to the zoning, development, and land use regulations governing the Property at Closing is subject to the sole and absolute discretion of the City of Placentia, and that Buyer's application for the same may be denied. Buyer expressly acknowledges that Seller has make no representation(s) or warranty(ies) concerning or relating to the likelihood of the City of Placentia's approving Buyer's application for any amendment, deviation, variance, or other change or exception to the zoning, development, and land use regulations governing the Property, and Buyer expressly assumes the risk that such zoning, development, and land use regulations may limit or preclude Buyer's intended use or development of the Property.

D. Buyer's Exemption from Certain Disclosures. Buyer hereby notifies Seller, and Seller hereby acknowledges and accepts, that Buyer, a governmental entity, is exempt from the disclosure requirements generally applicable to transfers of residential property codified in

Article 1.5 (commencing with Section 1102) of Chapter 2, of Title 4, of Part 4, of Division 2, of the California Civil Code. Seller hereby expressly assumes all risks associated with or arising from the Buyer's exemption from such disclosure requirements.

ARTICLE X
CONDEMNATION, DAMAGE AND DESTRUCTION

10.1 Condemnation. If, between the date of this Agreement and the Closing Date, condemnation or eminent domain proceedings affecting any portions of the Property are initiated or are threatened to be initiated by any entity other than Buyer to such extent that it would prevent Buyer's anticipated use of the Property, then, Buyer shall have the right to either: (i) affirm this Agreement, which shall remain in full force and effect without any diminution of the Purchase Price and Seller shall assign to Buyer upon the Closing Date all of Seller's rights to any condemnation awards by depositing an assignment of said award with the Escrow Agent; or (ii) subject to and conditioned on Buyer's compliance with the remaining provisions of this Section 10.1, terminate this Agreement and Escrow Agent, as applicable, shall return the Deposit to Buyer, Escrow Agent's and Title Insurer's normal escrow and title insurance cancellation fees; and neither party shall have any further obligations or liabilities to each other, except that Buyer's indemnity obligations under this Agreement shall survive any such termination. Buyer shall not propose, institute, cooperate with or permit any condemnation of all or any part of the Property prior to the Close of Escrow.

10.2 Damage and Destruction. If, between the date of this Agreement and the Closing Date, any portion of the Property is materially damaged or destroyed to such an extent that it would prevent Buyer's anticipated use of the Property, then Buyer shall have the option by written notice to Seller to: (i) terminate this Agreement and Buyer shall have no obligation to purchase the Property and Seller shall have no obligation to sell the Property to Buyer and Escrow Agent or Seller, as applicable, shall return to Buyer the Deposit and Title Insurer's normal escrow and title insurance cancellation fees; or (ii) affirm this Agreement, which shall remain in full force and effect without delaying the Closing and without diminution of the Purchase Price.

ARTICLE XI
MISCELLANEOUS

11.1 Assignment. Buyer shall neither assign its rights nor delegate its obligations under this Agreement without obtaining Seller's prior written consent, which consent may be withheld in Seller's sole and absolute discretion. Upon the receipt of Seller's written consent, Buyer, Seller and Buyer's proposed assignee shall execute a written assignment and assumption agreement in a form reasonably acceptable to Seller, in which such assignee assumes of all of Buyer's obligations under this Agreement. In no event shall any such assignment release Buyer from any obligations or liability under this Agreement or delay the Close of Escrow. Prior to the delivery of any such assignment executed by Seller, Buyer shall reimburse Seller for Seller's reasonable attorneys' fees and costs incurred by Seller in connection with facilitating any such assignment. Notwithstanding the foregoing, Buyer shall have the right to assign its rights or obligations under this Agreement to any affiliate, parent or subsidiary entity without Seller's prior consent.

11.2 No Foreign Investors. Seller warrants and represents to Buyer that Seller is not a foreign individual, foreign corporation, foreign partnership, foreign trust, or foreign estate (as

those terms are defined in the Internal Revenue Code and Income Tax Regulations). Seller shall execute and deliver to Buyer at the Closing the Affidavit substantially in the form of Exhibit D, certifying the representations and warranties made pursuant to this Section.

11.3 Attorneys' Fees. If any action, proceeding or arbitration is brought to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to all other damages, all costs and expenses of such action, proceeding or arbitration, including but not limited to actual attorneys' fees (including the allocated costs of in-house counsel), witness fees' and court costs. The phrase "prevailing party" as used in this Section shall mean the party who receives substantially the relief desired whether by dismissal, summary judgment or otherwise. The terms of this Section shall survive the Close of Escrow and shall not be merged with the Deed.

11.4 Notices. All notices and requests under this Agreement shall be in writing and shall be sent by personal delivery, facsimile or e-mail (with hard copy to follow the next business day by overnight mail), by nationally recognized overnight mail carrier such as FedEx or delivered in person to the following street addresses:

SELLER: Art M. Gastelum
Gateway Science & Engineering, Inc.
Gateway Plaza, 12th Floor
300 North Lake Avenue
Pasadena, CA 91101

BUYER: City of Placentia
401 E. Chapman Avenue
Placentia, CA 92870
Attn: Damien R. Arrula
City Administrator

With a copy to: Jones & Mayer
3777 North Harbor Blvd.
Fullerton CA 92835
Attn: Christian Bettenhausen
City Attorney

Escrow Agent and
Title Insurer: Arroyo Village Escrow
1492 W. Colorado Blvd. Suite A
Pasadena, CA 91105
Attn: Debra Fernandez
Escrow Officer

All notices shall be effective upon the earlier of personal delivery or receipt of a facsimile confirmation statement, if sent by facsimile, or receipt of confirmation of delivery, if delivered by e-mail or a nationally recognized overnight mail carrier; provided, however, receipt of the Purchase Price shall only be effective upon actual receipt in the form required under Section 3.4.

Either Party may change its address or designate a new street address for notices under this Agreement by notice complying with the terms of this Section.

11.5 Cooperation. Buyer and Seller acknowledge that it may be necessary to execute documents other than those specifically referred to in this Agreement to complete the acquisition of the Property. Each party shall reasonably cooperate with the other in connection with the requirements imposed by this Agreement upon the other, to the end that neither party shall act in any manner to impede the other in performing its obligations under this Agreement. Buyer and Seller hereby agree to cooperate with each other by executing such other documents or taking such other action as may be reasonably necessary in accordance with the intent of the parties as evidenced by this Agreement, provided such documents do not create any additional liability or expense for such party not contemplated by this Agreement.

11.6 Survival. Buyer's and Seller's representations, warranties and obligations under this Agreement shall survive the Close of Escrow and shall not be merged into or defeated by the execution, delivery or recordation of the Deed given in connection with this Agreement. By consummating the transaction contemplated by this Agreement, Buyer waives its rights under any written disclosures made to Buyer by Seller or any other entity prior to the Closing. If prior to the Closing, Buyer receives notice of any information which indicates that any of Seller's representations and warranties are untrue, Buyer shall promptly notify Seller in writing of such information. If Buyer waives any representation or warranty, then Seller shall have no liability under this Agreement for such representation or warranty to the extent waived. If this Agreement is terminated because of a failure of conditions in Article IV or pursuant to Article X, then neither Buyer nor Seller shall have any liability if any of Buyer's or Seller's representations or warranties are inaccurate, except as set forth in Article VI.

11.7 Interpretation. This Agreement shall be construed and enforced in accordance with the laws of the State of California as applicable to contracts entered into in California among parties doing business therein. This Agreement contains the entire agreement between the Parties respecting the purchase and sale of the Property and supersedes all prior negotiations, discussions, understandings and agreements, both oral and written, between the parties with respect to such matters. This Agreement shall not be effective between the parties until the date this Agreement is executed and delivered into Escrow by both Seller and Buyer. This Agreement may not be modified or amended in any way except by a writing executed by both Buyer and Seller. All Exhibits referenced herein are incorporated by this reference in this Agreement. The section headings of this Agreement are for convenience only and are not to be construed as part of this Agreement and do not in any way amplify or define the terms, conditions, and covenants of this Agreement and shall not be used in construction or interpretation of this Agreement. There are no third-party beneficiaries to this Agreement. Unless the context otherwise indicates, whenever used in this Agreement, the word "party" or "parties" means Buyer or Seller or both, as the context may require. Time is of the essence in the performance of each term of this Agreement.

11.8 Successors and Assigns. Subject to the restrictions set forth in Section 10.1, this Agreement shall be binding upon and inure to the benefits of the successors and assigns of the parties to this Agreement. In no event shall Buyer have any right to delay or postpone the Closing to create a partnership, corporation or other form of business association or to obtain financing to acquire title to the Property or to coordinate with any other sale, transfer, exchange or conveyance.

11.9 Severability. If any term or provision of this Agreement is determined to be invalid or unenforceable, the remaining terms and provisions shall not be affected thereby and shall remain in full force and effect to the maximum extent permitted by law.

11.10 Dates. Whenever any determination is to be made or action is to be taken on a date specified in this Agreement, if such date shall fall on Saturday, Sunday or legal holiday under the laws of the State of California, then in such event said date shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

11.11 No Assumption of Seller's Liabilities. Buyer is acquiring only the Property from Seller and is not the successor of Seller. Except only for the obligations accruing after the Closing Date or assumed in writing by Buyer, Buyer does not assume or agree to pay, or indemnify Seller or any person or entity against any liability, obligation or expense of Seller or relating to the Property.

11.12 Limitation of Liability. No advisor, trustee, director, officer, partner, member, employee, beneficiary, shareholder, participant or agent of or in Seller or Buyer shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement, or any amendment or amendments to any of the foregoing made at any time or times, heretofore or hereafter. The terms of this Section survive the Closing or termination of this Agreement.

(Signature Page Follows Immediately)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

“SELLER”:

Art M. Gastelum

By: _____

Name: Art M. Gastelum, Owner

Dated: _____, 2019

“BUYER”:

City of Placentia,
a municipal corporation

By: _____

Name: Damien R. Arrula

Its: City Administrator

Dated: _____, 2019

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PLACENTIA IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 2 OF PARCEL MAP NO. 85-378, IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN BOOK 208, PAGES 13 AND 14 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY; EXCEPTING THEREFROM A PORTION OF SAID PARCEL 2, MORE PARTICULARLY DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID PARCEL 2; THENCE ALONG THE NORTHWESTERLY AND NORTHEASTERLY BOUNDARY LINE OF SAID PARCEL 2 THROUGH THE FOLLOWING COURSES NORTH $13^{\circ}59'25''$ EAST 65.00 FEET; THENCE SOUTH $76^{\circ}01'54''$ EAST 71.26 FEET; THENCE NORTH $13^{\circ}58'06''$ EAST 2.00 FEET; THENCE SOUTH $76^{\circ}01'54''$ EAST 20.00 FEET TO AN ANGLE POINT IN SAID NORTHEASTERLY BOUNDARY LINE; THENCE LEAVING SAID NORTHEASTERLY LINE AND ALONG THE SOUTHEASTERLY PROLONGATION OF SAID NORTHEASTERLY LINE SOUTH $76^{\circ}01'54''$ EAST 29.99 FEET TO A POINT ON THE SOUTHEASTERLY BOUNDARY LINE OF SAID PARCEL 2; THENCE ALONG SAID SOUTHEASTERLY LINE, SOUTH $13^{\circ}59'25''$ WEST 67.00 FEET TO THE MOST SOUTHERLY CORNER OF SAID PARCEL 2; THENCE LEAVING SAID SOUTHEASTERLY LINE AND ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 2; NORTH $76^{\circ}01'54''$ WEST 121.25 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 7,981 SQUARE FEET (0.183 ACRES)

APN: 339-052-28

EXHIBIT B

Attachments Provided by Seller

EXHIBIT C

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Attention: _____

SPACE ABOVE THIS LINE FOR
RECORDER'S USE

No recording fee required; this document exempt from fee pursuant to
Government Code Section 27383

Documentary Transfer Tax is set forth in a separate statement that is not part of the public record.

GRANT DEED

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Art M. Gastelum, a private individual ("Grantor"), hereby grants to the City of Placentia, a Charter City ("Grantee"), all that certain real property located in the County of Orange, State of California, more particularly described on Exhibit A, attached hereto and incorporated herein by this reference.

This grant and conveyance is made and accepted subject to:

1. All general and special real property taxes and assessments that are not delinquent, including supplemental taxes assessed as a result of this conveyance; and

(Signature of Grantor Follows Immediately)

IN WITNESS WHEREOF, this Grant Deed has been executed this __ day of _____,
2019.

GRANTOR:

ART M. GASTELUM

By: _____

Name: _____

Its: A private individual

EXHIBIT D

AFFIDAVIT

Art M. Gastelum, a private individual ("Seller"), hereby certifies to the City of Placentia ("Buyer"), as follows:

1. Seller understands and acknowledges that this Affidavit may be disclosed to the Internal Revenue Service by Buyer in connection with that certain Purchase and Sale Agreement and Escrow Instructions dated as of _____, 2019 (collectively, with any and all amendments thereto, the "Purchase Agreement"), between Buyer and Seller, as evidence of Buyer's compliance with Section 1445 of the Internal Revenue Code;
2. Seller is not a foreign individual, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
3. Seller's U.S. Employer Identification Number is _____;
4. Seller's office address is Gateway Plaza, Suite 320, 3000 North Lake Avenue, Pasadena, CA 91101;
5. Seller further understands and acknowledges that this Affidavit may be disclosed to the Franchise Tax Board of California by Buyer in connection with the Purchase Agreement;
6. Section 18662 of the California Revenue and Taxation Code provides that a buyer may be required to withhold 3 1/3% of the sales price of the California property sold by a non-resident seller, unless the sales price of the property is less than \$100,000.00;
7. Seller is not subject to any withholding pursuant to Section 18662 of the California Revenue and Taxation Code; and

The undersigned understands that any false statements contained in this Affidavit could be punished by fine or imprisonment or both. The undersigned certifies on behalf of Seller under penalty of perjury that the foregoing is true and correct, and that the undersigned is duly authorized to execute this Affidavit on behalf of Seller.

Dated as of this ____ day of _____, 2019, at _____, California.

ART M. GASTELUM,
a private individual

By: _____

Name: _____

Its: _____

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

State of California)
County of Orange)

On _____, before me, _____
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT E

**LEASE WITH OPTION TO PURCHASE
ENTERED ON APRIL 15, 2014**



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: DIRECTOR OF FINANCE
DATE: FEBRUARY 19, 2019
SUBJECT: **FIRST QUARTER FISCAL YEAR 2018-19 TREASURER'S REPORT**
FISCAL
IMPACT: NONE

SUMMARY:

The Finance Department has prepared a Treasurer's Report and a comparable Cash and Investment Summary for the first quarter of Fiscal Year (FY) 2018-19. The Treasurer's Report includes all investments managed by the City and investments held by trustees.

RECOMMENDATION:

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

Receive and file the first quarter Fiscal Year 2018-19 Treasurer's Report.

DISCUSSION:

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

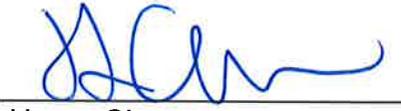
The attached Treasurer's Report reflects the City's investment portfolio for the first quarter of FY 2018-19. The City Treasurer has reviewed and signed the attached report.

Prepared by:



Jamie Wong
Accountant

Reviewed and approved:



Henry Chao
Acting Accounting Manager

1. g.
February 19, 2019

Reviewed and approved:



Kim Krause
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. First Quarter FY 2018-19 Treasurer's Report
2. First Quarter FY 2018-19 Cash and Investment Summary

City of Placentia

CITY TREASURER'S REPORT

**SEPTEMBER 2018
(Unaudited)**

FISCAL YEAR 2018-19



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

HELD BY CITY						
Agency	Investment Description	Current Yield	Purchase Date	Maturity Date	Purchase Price	Market Value
CASH:						
Bank of America - General Checking	Account No. 143128-0221	N/A	N/A	On Demand	\$ 57,643.77	\$ 57,643.77
Bank of America - Workers' Comp	Account No. 143188-0525	N/A	N/A	On Demand	\$ 8,524.39	\$ 8,524.39
Bank of America - Healthcare	Account No. 143138-0513	N/A	N/A	On Demand	\$ 17,175.95	\$ 17,175.95
Bank of America - Successor Agency	Checking Acct	N/A	N/A	On Demand	\$ 511,832.21	\$ 511,832.21
Banc of California - General Checking	Account No. 203-015-2660	N/A	N/A	On Demand	\$ 4,565,000.01	\$ 4,565,000.01
Multi-Bank Securities Cash Account	Cash / Bank Deposits	N/A	N/A	On Demand	\$ 4,815.75	\$ 4,815.75
Total Cash					\$ 5,164,992.08	\$ 5,164,992.08
INVESTMENTS:						
Local Agency Investment Fund	City Account No. 98-30-678	1.52%	N/A	On Demand	\$ 1,862,354.32	\$ 1,862,354.32
Multi-Bank Securities Ally Bank	Certificate of Deposit	1.45%	2/4/2016	2/4/2019	\$ 245,000.00	\$ 244,554.10
Multi-Bank Securities American Federal Bk	Certificate of Deposit	1.50%	2/10/2016	2/10/2020	\$ 245,000.00	\$ 241,187.80
Multi-Bank Securities Morgan Stanley	Certificate of Deposit	2.50%	2/1/2018	2/1/2021	\$ 245,000.00	\$ 242,412.80
Multi-Bank Securities Goldman Sachs	Certificate of Deposit	2.00%	2/3/2016	2/3/2021	\$ 245,000.00	\$ 239,634.50
Total Investments					\$ 2,842,354.32	\$ 2,830,143.52
TOTAL CASH & INVESTMENTS HELD BY CITY					\$ 8,007,346.40	\$ 7,995,135.60
HELD BY FISCAL AGENT						
Agency	Investment Description	Current Yield	Purchase Date	Maturity Date	Purchase Price	Market Value
2011 Gas Tax Certificates of Participation						
Wells Fargo	Wells Fargo Money Market	0.03%	N/A	N/A	\$ 488,425.56	\$ 488,425.56
2003 Certificate of Participation						
US Bank	US Bank Money Market	0.03%	N/A	N/A	\$ 489,168.56	\$ 489,168.56
2013 Tax Allocation Refunding Bond						
US Bank	First American Treasury Fund	0.01%	N/A	N/A	\$ 3,703.75	\$ 3,703.75
2009 Lease Revenue Bond						
US Bank	US Bank Money Market	0.03%	N/A	N/A	\$ 440,504.31	\$ 440,504.31
TOTAL INVESTMENTS HELD BY FISCAL AGENT					\$ 1,421,802.18	\$ 1,421,802.18
Cash & Investments Held by City and Fiscal Agent - Market Value						\$ 9,416,937.78

CITY OF PLACENTIA TREASURER'S REPORT



CASH BALANCES

AS OF SEPTEMBER 30, 2018 (Preliminary)

CITY		
101	General Fund (0010)	-1,246,988.55
116	Rehab Reimbursements Fd (0059)	211,846.82
201	Utility User Tax (0016)	43,198.06
205	State Gas Tax (0017)	16,108.58
206	Gas Tax Bond Fund (0052)	0
207	Housing Successor Agency (0053)	327,580.88
209	State Gas Tax - RMRA (0060)	196,387.59
210	Measure M (0018)	318,869.01
211	PEG Fund (0058)	-7,530.05
215	Air Quality Management (0019)	169,987.69
224	Asset Seiz 15% Training (0073)	-68,339.66
225	Asset Seizure (0021)	192,249.96
226	Traffic Offender Fund (0051)	5,374.27
227	Explorer Grant NOC (0076)	71,359.30
228	NOC-Public Safety Grant(0061)	-18,407.16
229	Comm Trans Hous Grant (0062)	1,281,435.04
230	Suppl Law Enfrcmnt (0022)	56,017.52
233	Gen Plan Update Fees (0074)	-11,624.66
234	Technology Impact Fees (0075)	8,449.00
235	Park Development (0023)	21,061.62
238	City Traffic Impct Fees (0065)	95,950.89
240	Sewer Construction (0024)	21,030.90
241	Public Safety Mitigat (0057)	0
242	City Pub Sfty Impct Fee (0067)	-34,971.76
245	Storm Drain Constrction (0025)	23,453.42
246	TOD Traffic Impact Fees (0070)	52.97
247	TOD Sewer Impact Fees (0071)	299,994.87
250	Thoroughfare Constction (0026)	66,299.76
260	Street Lighting Distrct (0028)	-2,058.11
261	Public Safety CFD (0055)	9,797.37
265	Landscape Maintenance (0029)	-49,631.58
270	CDBG Fund (0030)	144,634.25
275	Sewer Maintenance (0048)	1,309,897.96
280	Misc Grants Fund (0050)	74,455.54
401	City Capital Projects (0033)	-458,532.39
405	Afford Housing In-Lieu (0034)	54,254.40
501	Refuse Administration (0037)	-369,668.98
505	CNG Fueling Station (0038)	0
601	Employee Health & Wlfre (0039)	-184,482.71
605	Risk Management (0040)	1,776,288.81
610	Equipment Replacement (0041)	14,269.53
701	Special Deposits (0044)	586,837.78
715	Community Fac District (0047)	35,622.21
	Sub-Total	4,980,530.39
SUCCESSOR AGENCY TO THE RDA		
208	Sccssr Agency Ret Oblg (0054)	439,045.54
	TOTAL CASH	\$ 5,419,575.93

City of Placentia
Changes in Cash Balances
For the Month of September 2018

RPT	Data		CASH BALANCE			JOURNAL	CASH BALANCE
FUND	FUND	FUND	9/1/2018	RECEIPTS	DISBURSEMENTS	ENTRIES*	9/30/2018
101	10	GENERAL FUND	\$ 729,336.44	\$ 1,184,032.50	\$ (3,290,566.39)	\$ 130,208.90	\$ (1,246,988.55)
116	59	REHAB REIMBURSEMENTS FUND	\$ 211,846.82	\$ -	\$ -	\$ -	\$ 211,846.82
201	16	UTILITY TAX FUND	\$ 403,499.17	\$ 289,698.89	\$ -	\$ (650,000.00)	\$ 43,198.06
205	17	GAS TAX FUND	\$ 173,140.50	\$ -	\$ (65,817.92)	\$ (91,214.00)	\$ 16,108.58
206	52	GAS TAX BOND FUND	\$ -	\$ -	\$ -	\$ -	\$ -
207	53	HOUSING AGENCY FUND	\$ 323,747.54	\$ 3,833.34	\$ -	\$ -	\$ 327,580.88
208	54	SUCCESSOR AGENCY FUND	\$ 468,496.63	\$ -	\$ (13,151.59)	\$ (16,299.50)	\$ 439,045.54
209	60	GAS TAX - RMRA FUND	\$ 113,020.98	\$ 83,366.61	\$ -	\$ -	\$ 196,387.59
210	18	MEASURE "M" FUND	\$ 231,615.97	\$ 91,468.11	\$ (4,215.07)	\$ -	\$ 318,869.01
211	58	PEG FUND	\$ (3,870.60)	\$ -	\$ (3,659.45)	\$ -	\$ (7,530.05)
215	19	AIR QUALITY FUND	\$ 175,259.76	\$ -	\$ (1,053.77)	\$ (4,218.30)	\$ 169,987.69
224	73	ASSET SEIZURE 15% TRAINING	\$ (58,200.11)	\$ -	\$ (10,192.55)	\$ 53.00	\$ (68,339.66)
225	21	ASSET SEIZURE FUND	\$ 192,249.96	\$ -	\$ -	\$ -	\$ 192,249.96
226	51	TRAFFIC OFFENDER FUND	\$ 5,374.27	\$ -	\$ -	\$ -	\$ 5,374.27
227	76	EXPLORER GRANT NOC FUND	\$ 72,532.25	\$ -	\$ (1,172.95)	\$ -	\$ 71,359.30
228	61	NOC-PUBLIC SAFETY GRANT FUND	\$ 6,054.84	\$ -	\$ (24,462.00)	\$ -	\$ (18,407.16)
229	62	COMM. BASED TRANS. GRANT FUND	\$ 1,307,105.79	\$ -	\$ (25,670.75)	\$ -	\$ 1,281,435.04
230	22	COPS/SUPPL LAW ENFORCE. FUND	\$ 32,270.98	\$ 48,746.54	\$ -	\$ (25,000.00)	\$ 56,017.52
233	74	GENERAL PLAN UPDATES	\$ (8,665.93)	\$ -	\$ -	\$ (2,958.73)	\$ (11,624.66)
234	75	TECHNOLOGY IMPACT FEES	\$ 3,969.00	\$ -	\$ -	\$ 4,480.00	\$ 8,449.00
235	23	PARK DEVELOPMENT FUND	\$ 21,061.62	\$ -	\$ -	\$ -	\$ 21,061.62
238	65	CITY TRAFFIC IMPACT FEES FUND	\$ 95,950.89	\$ -	\$ -	\$ -	\$ 95,950.89
240	24	SEWER CONSTRUCTION FUND	\$ 21,030.90	\$ -	\$ -	\$ -	\$ 21,030.90
241	57	PUBLIC SAFETY MITIGATION FUND	\$ -	\$ -	\$ -	\$ -	\$ -
242	67	CITY PUB. SAFETY IMPACT FEE FUND	\$ 6,895.77	\$ -	\$ (41,867.53)	\$ -	\$ (34,971.76)
245	25	STORM DRAIN CONSTRUCTION FUND	\$ 23,453.42	\$ -	\$ -	\$ -	\$ 23,453.42
246	70	TOD TRAFFIC IMPACT FEES	\$ 52.97	\$ -	\$ -	\$ -	\$ 52.97
247	71	TOD SEWER IMPACT FEES FUND	\$ 299,994.87	\$ -	\$ -	\$ -	\$ 299,994.87
250	26	THOROUGHFARE CONST. FUND	\$ 66,299.76	\$ -	\$ -	\$ -	\$ 66,299.76
260	28	PLACENTIA LIGHTING DISTRICT FUND	\$ (30,503.40)	\$ 61.88	\$ (30,335.34)	\$ 58,718.75	\$ (2,058.11)
261	55	PUBLIC SAFETY CFD 2014-01 FUND	\$ 9,797.37	\$ -	\$ -	\$ -	\$ 9,797.37
265	29	LANDSCAPE MAINT. DISTRICT	\$ (13,269.04)	\$ 174.00	\$ (36,536.54)	\$ -	\$ (49,631.58)
270	30	HOUSING & COMMUNITY DEVELOP.	\$ -	\$ 169,754.00	\$ -	\$ (25,119.75)	\$ 144,634.25
275	48	SEWER MAINTENANCE FUND	\$ 1,334,012.30	\$ 80,719.82	\$ (56,834.16)	\$ (48,000.00)	\$ 1,309,897.96
280	50	MISC. GRANTS FUND	\$ 76,294.26	\$ 6,784.00	\$ (8,622.72)	\$ -	\$ 74,455.54
401	33	CAPITAL PROJECTS FUND	\$ (229,945.85)	\$ -	\$ (228,586.54)	\$ -	\$ (458,532.39)
405	34	IN-LIEU LOW/MOD HOUSING FUND	\$ 54,254.40	\$ -	\$ -	\$ -	\$ 54,254.40
501	37	REFUSE FUND	\$ 73,661.73	\$ 26,459.67	\$ (469,790.38)	\$ -	\$ (369,668.98)
505	38	CNG FUELING STATION FUND	\$ -	\$ -	\$ -	\$ -	\$ -
601	39	HEALTH & WELFARE INS. FUND	\$ (401,471.30)	\$ 210.70	\$ (131,365.86)	\$ 348,143.75	\$ (184,482.71)
605	40	RISK MANAGEMENT FUND	\$ 1,332,512.88	\$ 133,475.29	\$ (7,407.36)	\$ 317,708.00	\$ 1,776,288.81
610	41	EQUIPMENT REPLACEMENT FUND	\$ 14,269.53	\$ -	\$ -	\$ -	\$ 14,269.53
615	42	INFORMATION TECHNOLOGY FUND	\$ -	\$ -	\$ -	\$ -	\$ -
701	44	TRUST & AGENCY FUND	\$ 634,195.86	\$ 13,451.44	\$ (60,797.02)	\$ (12.50)	\$ 586,837.78
715	47	COMMUNITY FAC. DISTRICT FUND	\$ 35,622.21	\$ -	\$ -	\$ -	\$ 35,622.21
TOTAL PER GENERAL LEDGER			\$ 7,802,955.41	\$ 2,132,236.79	\$ (4,512,105.89)	\$ (3,510.38)	\$ 5,419,575.93

*Journal entries may include interest income and expenses such as E-V Spark payments and bank fees

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



DEFICIT CASH BALANCES							
Fund	Deficit Amount	Measure M	Asset Seizure	Sewer Maintenance	Special Deposits	Risk Management	Total Funding Source
General Fund	(1,246,988.55)					1,246,988.55	1,246,988.55
PEG Fund	(7,530.05)			7,530.05			7,530.05
Asset Seizure 15% Training	(68,339.66)		68,339.66				68,339.66
General Plan Update	(11,624.66)			11,624.66			11,624.66
Street Lighting District	(2,058.11)					2,058.11	2,058.11
City Public Safety Impact Fee	(34,971.76)	34,971.76					34,971.76
Landscape Maintenance	(49,631.58)	49,631.58					49,631.58
NOC-Public Safety	(18,407.16)	-	18,407.16				18,407.16
Refuse Administration	(369,668.98)				369,668.98		369,668.98
City Capital Projects	(458,532.39)			458,532.39			458,532.39
Employee Health & Welfare	(184,482.71)			184,482.71			184,482.71
Total Transfers	<u>(2,452,235.61)</u>	<u>84,603.34</u>	<u>86,746.82</u>	<u>662,169.81</u>	<u>369,668.98</u>	<u>1,249,046.66</u>	<u>2,452,235.61</u>
Cash Balance <i>Before</i> Transfer		318,869.01	192,271.87	1,309,897.96	587,437.78	1,776,298.39	4,184,775.01
Cash Available <i>After</i> Transfer		<u>234,265.67</u>	<u>105,525.05</u>	<u>647,728.15</u>	<u>217,768.80</u>	<u>527,251.73</u>	<u>1,732,539.40</u>

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

TREASURER'S REPORT

3 Month Projected Cash Revenues (Oct - Dec): *	\$ 9,400,000
3 Month Projected Cash Requirements (Oct - Dec):*	\$ 8,400,000

* Unaudited actuals

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

Submitted By:



Kim Krause, Finance Director

Approved By:



Kevin A. Larson, City Treasurer

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



Cash Accounts Held by City

Financial Agency	Account Type	Current Yield	Purchase Date	Maturity Date	Purchase Price	Market Value
Bank of America	General Checking Workers	N/A	N/A	On Demand	\$ 57,643.77	\$ 57,643.77
Bank of America	Compensation	N/A	N/A	On Demand	\$ 8,524.39	\$ 8,524.39
Bank of America	Health Care	N/A	N/A	On Demand	\$ 17,175.95	\$ 17,175.95
Bank of America	Successor Agency	N/A	N/A	On Demand	\$ 511,832.21	\$ 511,832.21
Banc of California	General Checking	N/A	N/A	On Demand	\$ 4,565,000.01	\$ 4,565,000.01
Multi-Bank Securities	Cash Account	N/A	N/A	On Demand	\$ 4,815.75	\$ 4,815.75
Total Cash Held by City:					\$ 5,164,992.08	\$ 5,164,992.08

Investment Accounts Held by City

Financial Agency	Account Type	Current Yield	Purchase Date	Maturity Date	Purchase Price	Market Value
Local Agency Investment Fund (LAIF)	State Investment Pool	1.52%	N/A	On Demand	\$ 1,862,354.32	\$ 1,862,354.32
Multi-Bank Securities Ally Bank	Certificate of Deposit	1.45%	2/4/2016	2/4/2019	\$ 245,000.00	\$ 244,554.10
Multi-Bank Securities American Federal Bank	Certificate of Deposit	1.50%	2/10/2016	2/10/2020	\$ 245,000.00	\$ 241,187.80
Multi-Bank Securities Morgan Stanley	Certificate of Deposit	2.50%	2/1/2018	2/1/2021	\$ 245,000.00	\$ 242,412.80
Multi-Bank Securities Goldman Sachs	Certificate of Deposit	2.00%	2/3/2016	2/3/2021	\$ 245,000.00	\$ 239,634.50
Weighted Average Yield of Investments:		1.64%	Total Investments Held by City:		\$ 2,842,354.32	\$ 2,830,143.52

Total Cash and Investments Held by City: **Purchase Price** **Market Value**
\$ 8,007,346.40 **\$ 7,995,135.60**

General Fund
Cash Balance as of September 30, 2018: **\$ (1,246,830.55)**
Prior Year Cash Balance as of September 30, 2017: **\$ (679,682.87)**
Net Change in General Fund Cash Balance Compared to Prior Year: **\$ (567,147.68)**

3 Month Projected Cash Requirements (October - December): **\$ 8,400,000.00**
3 Month Projected Cash Revenues (October - December): **\$ 9,400,000.00**



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF DEVELOPMENT SERVICES

DATE: FEBRUARY 19, 2019

SUBJECT: **PUBLIC HEARING AND CONSIDERATION OF PROPOSED PROGRAMS AND ACTIVITIES TO BE SUBMITTED TO THE COUNTY OF ORANGE FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING FOR FISCAL YEAR 2019-20**

FISCAL
IMPACT: CDBG FUNDS IN THE AMOUNT OF \$428,563 FOR FISCAL YEAR 2019-20

SUMMARY:

The Federal Housing and Community Development Act of 1974 provides Community Development Block Grant (CDBG) funds for projects that promote the development of viable urban communities by providing suitable living environments for persons of low and moderate income. As a Metropolitan City, the City does not compete with eleven (11) other County cities to apply and receive CDBG funds through the County of Orange. The amount of CDBG funding received by the City is established and provided directly by the U.S. Department of Housing and Urban Development (HUD) via the County of Orange. The funding allocation varies from year to year; therefore, the funding allocation will be presented to the City Council on an annual basis.

For Fiscal Year 2019-20, the anticipated funding amount is \$428,563, of which the City will receive \$379,707 directly. Eligible funding programs and activities must adhere to National Objectives established by HUD and the County's Consolidated Plan. The program and projects must achieve a specified performance outcome such as improving accessibility through removal of physical barriers or promoting livable and viable neighborhoods by providing a benefit to low to moderate income residents. This action will conduct a public hearing on the proposed programs and activities and authorize the City Administrator, or his designee, to submit the application to the County to receive CDBG funds for the programs and activities described herein.

RECOMMENDATION:

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

1. Open the Public Hearing to consider proposed programs and activities for the Community Development Block Grant Funding for Fiscal Year 2019-20; and
2. Receive the Staff report, consider all public testimony, ask any questions of Staff; and

2. a.
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3. Close the Public Hearing; and
4. Authorize the City Administrator to submit an application to the County of Orange to receive CDBG Funds to support public service programs, public facilities improvements, housing rehabilitation needs and administrative expenses in the amount of \$428,563 for Fiscal Year 2019-20.

DISCUSSION:

The Federal Housing and Community Development Act of 1974 provides CDBG funds for projects that promote the development of viable urban communities by providing suitable living environments for persons of low and moderate income. As a Metropolitan City, the City will no longer compete with eleven (11) other County cities to apply and receive CDBG funds through the County. The City's funding allocation will be established annually by HUD. Eligible programs and activities must adhere to the established performance objectives established by HUD and conform to the priority levels set by the County. This includes creating a suitable living environment that benefits communities, families or individuals that are from designated low to moderate income areas of the City. Projects must also achieve specified performance outcomes such as improving accessibility through removal of physical barriers or promoting livable and viable neighborhoods by providing a benefit to low to moderate income residents.

As indicated in the chart below, the CDBG amount of \$379,707 will be allocated to the City and will serve as a direct offset and/or supplement to the General Fund for specific programs and activities that support viable urban communities. The remaining \$48,856 will be provided to the County to cover costs related to preparation of the Annual Action Plan (AAP), Consolidated Annual Performance and Evaluation Report (CAPER), and other administrative costs.

CDBG ALLOCATION TO THE CITY OF PLACENTIA		
Activity	Program	Allocation
Housing Needs	Housing Rehabilitation Program	\$12,500
	Façade Improvement Program	\$50,000
Public Facilities/Non-Housing Rehabilitation	Neighborhood Facilities (Old City Hall: Roof and HVAC System Replacement)	\$155,351
	Neighborhood Facilities (Powell Building: Roof Replacement)	\$65,000
Public Services (Mandated 15% of CDBG Funds)	Senior Services Salaries (Lunch Program)	\$20,000
	Public Services Salaries (Neighborhood Services)	\$40,000
Administration - City	Assistant to the City Administrator/Economic Development Manager Salary for Administering CDBG Programs	\$36,856
Total CDBG Allocation to the City		\$379,707
CDBG ALLOCATION TO THE COUNTY OF ORANGE		
Activity	Program	Allocation
Administration - County	County Staff - Maximum HUD Allocation	\$48,856
Total CDBG Allocation to the County		\$48,856
TOTAL CDBG FUNDING ALLOCATION		\$428,563

Program Activities

Housing Needs: The goal is to preserve and rehabilitate existing ownership housing stock. Due to the large percentage of the City's housing stock exceeding 50 years of age, measures must be taken to preserve the quality and livability of existing residential units. Many of these housing units are owned by low-moderate income persons, often elderly or disabled residents, who are unable to adequately care for their homes. Minor exterior rehabilitation efforts are often necessary to provide exterior repairs, weatherization, or clean-up improvements to maintain the quality of living conditions or for health and safety issues.

In addition, the Façade Improvement Program will be implemented in an effort to remove blight and provide for the expansion of the City's tax base through the use of CDBG funds for eligible façade improvements to local businesses. The funds can be used for exterior improvements among the aging commercial buildings in the Old Town Placentia area. The program will be designed to promote Placentia as a positive venue for quality business, incentivize business improvements and attraction to enhance local economic growth, and ensure that government regulations promote a favorable business climate.

Public Facilities/Non-Housing Rehabilitation: The goal is to provide adequate American with Disabilities Act (ADA) accessibility among identified public areas in the City. Title II of the ADA requires all public entities to give individuals with disabilities an equal opportunity to benefit from all of their programs, services, and activities. Several of Placentia's public buildings, parks, and facilities, constructed prior to the enactment of ADA in 1990, have noted items requiring retrofit in order to remove possible barriers. The City has identified the Edwin T. Powell Building located at 143 S. Bradford as a public facility to improve and rehabilitate the building and its aging roof. In addition, the second public facility that has been identified is Old City Hall at 120 S. Bradford Avenue. The improvements to the building include roof replacement and installation of a new HVAC system.

Public Services: HUD requires 15% of the total CDBG funding allocation to be designated to public services. Based on the community need and HUD requirements, there is a high priority need to continue to support public services for senior and youth populations. The City's continuing Senior Lunch Program provides a local community benefit to the senior and disabled population by providing daily nutritional meals supplemented by much-needed social interaction. The program serves an average of 450 lunches a month to senior and disabled residents in Placentia and the surrounding communities. The majority of attendees are over the age of 65, live alone, and are considered low-income. The City also provides several neighborhood services programs including free food distribution and human services referrals in areas designated as low-to-moderate income. These neighborhood services programs insure that comprehensive and coordinated resources are available to support family needs.

Administrative Costs: HUD approves the allocation of 20% of the total CDBG funding for administrative costs. Per the current agreement with the County of Orange, the 20% will be equally divided between the City and the County. The County will file, on behalf of the City, several HUD mandated reports including the AAP, CAPER, Analysis of Impediments (AI), Citizen Participation Plan (CPP), and the Integrated Disbursement and Information System (IDIS) management. The City's administrative costs will be for the monitoring and reporting of the programs and activities.

Specifically, the submittal of quarterly expenditure reports, financial activity, contracts, and summary of accomplishments for each of the programs and activities.

FISCAL IMPACT:

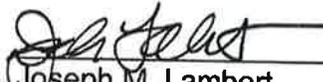
Submittal of the proposed CDBG program and activities to the County will have a positive financial impact. The City will receive approximately \$379,707 of the anticipated total amount of \$428,563 in CDBG allocated funds for FY 2019-20 for the implementation of specific programs and activities that will have a positive impact on our community.

Prepared by:



Jeannette Ortega
Assistant to the City Administrator/
Economic Development Manager

Reviewed and approved:



Joseph M. Lambert
Director of Development Services

Reviewed and approved:



Kim Krause
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

FROM: CITY ATTORNEY

DATE: FEBRUARY 19, 2019

SUBJECT: **AMENDMENT NO. 3 TO CITY ADMINISTRATOR EMPLOYMENT AGREEMENT**

FISCAL
IMPACT: \$26,381.13

SUMMARY:

As required under the terms of the City Administrator's Employment Agreement ("Agreement"), the City Council conducted an annual evaluation of the City Administrator. The attached Amendment No. 3 to the City Administrator Employment Agreement was prepared at the direction of the City Council.

RECOMMENDATION:

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

Approve Amendment No. 3 to the City Administrator's Employment Agreement, to be executed by the Mayor, in a form approved by the City Attorney.

DISCUSSION:

Currently the City Administrator receives a base salary of \$212,222.40. Following the conclusion of this year's evaluation of the City Administrator, the City Council requested the preparation of the attached Amendment No. 3 to the Agreement.

If approved, Amendment No. 3 would implement four changes to the City Administrator's Agreement:

1. Provide a 5% merit increase. This would constitute a \$10,611.12 increase, and would bring the annual base salary to \$222,833.52 per year; and
2. Provide a one-time grant of 154 hours of paid time off (PTO), valued at \$10,000; and
3. Increase the auto allowance to \$800 per month; and
4. Provide Educational Incentive Pay of 6% in recognition of the City Administrator's Masters Degree, similar to the Educational Incentive program currently provided to the City's Mid Management bargaining unit.

3. a.
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No other adjustments or modifications are proposed or recommended at this time.

Prepared and submitted by:

A handwritten signature in black ink, appearing to read 'Christian L. Bettenhausen', written over a horizontal line.

Christian L. Bettenhausen
City Attorney

Attachment:

Amendment No. 3 to City Administrator Employment Agreement

**AMENDMENT NO. 3
TO
CITY ADMINISTRATOR EMPLOYMENT AGREEMENT**

This Amendment No. 3 ("Amendment") to City Administrator Employment Agreement is made and entered into effective the 19th day of February 2019, by and between the CITY OF PLACENTIA, a Charter City and Municipal Corporation ("City"), and DAMIEN R. ARRULA, an individual (hereinafter "Administrator"). City and Administrator are sometimes individually referred to as "Party" and collectively as the "Parties."

A. Recitals:

(i). City and Administrator entered into a City Administrator Employment Agreement ("Agreement") effective March 1, 2016, through which Administrator has been providing City Administrator Services as more fully explained in the Agreement.

(ii). The Agreement was amended on March 1, 2017, and March 6, 2018.

(iii). Pursuant to the terms of the Employment Agreement the City Council conducted an annual evaluation of the City Administrator, and the Parties now desire to amend the Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

B. Amendment to Agreement.

1. Section 8(A) of the Agreement is hereby amended to provide as follows:
 - A. Administrator's annual Base Salary shall be adjusted to reflect a five percent (5%) merit increase. The new base salary shall be \$222,833.52. This amount shall be payable in bi-weekly installments at the same time and in the same manner as other City employees. Any increases shall be subject to City Council Approval, unless otherwise provided herein.
2. Pursuant to Section 15A of the Agreement, Administrator shall receive a one-time grant of 154 hours of PTO leave time.
3. Administrator's auto allowance shall be increased to \$800.00 per month.
4. Administrator shall receive an educational incentive pay for his Master's Degree in the amount of six percent (6%) of his base pay. The pay shall be administered in the same manner as educational incentives currently provided to members of the City's mid-management bargaining unit.

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

6. The Agreement, together with all amendments and this Amendment No. 3 and all Exhibits attached thereto, if any, constitutes the entire Agreement between the Parties and supersedes all prior negotiations, arrangements, representations, and understandings, if any, made by or between the Parties with respect to the subject matter hereof. No amendment or other modification of the Agreement, as modified by this Amendment No. 3 shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

7. Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Amendment No. 3 and that such execution is binding upon the entity for which he or she is executing this document.

IN WITNESS WHEREOF, the Parties have caused Amendment No. 3 to the City Administrator Employment Agreement to be executed as of the day and year first above written.

ADMINISTRATOR

CITY OF PLACENTIA

By: _____
Damien R. Arrula

By: _____
Rhonda Shader, Mayor

ATTEST:

By: _____
Patrick Melia, City Clerk

APPROVED AS TO FORM:

By: _____
Christian L. Bettenhausen
City Attorney



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: DIRECTOR OF COMMUNITY SERVICES
DATE: FEBRUARY 19, 2019
SUBJECT: **FISCAL RECAP OF 2018 HERITAGE FESTIVAL AND APPROVAL OF 2019 EVENT**

FISCAL 2018 EXPENSE: \$94,335 (Includes Staff costs)
IMPACT: 2018 REVENUE: \$32,854
2018 NET COST: \$61,481 CITY GENERAL FUND
2019 EXPENSE: \$62,000 ESTIMATED EXPENDITURES FOR FY 2019-20

SUMMARY:

The City of Placentia Community Services Department (the Department) serves as the liaison to the Heritage Festival Committee (Committee) and monitors all expenses and revenues associated with the Heritage Festival (Festival). The total expenses of the 2018 event, including Staff costs, media production, and supplies was \$94,335. Revenue from the event was generated from vendor applications and entry fees for band review and car show, totaling \$32,854. The event's net cost to the City was \$61,481.

The Committee is requesting approval of the event date, location, and parade route for the 2019 Festival. The Committee requests to keep the same parade route that was utilized for the 2018 Festival. Included in this request is a tentative event date of Saturday, October 12, 2019 with estimated expenditures of \$62,000. This action approves the date, location, and estimated net expenditure amount.

RECOMMENDATION:

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

1. Approve the Heritage Festival Committee's recommendation of event date and location for the 2019 Heritage Parade and Festival; and
2. Consider the Heritage Festival Committee's request for the City to fund \$62,000 for the 2019 Heritage Festival in the Fiscal Year 2019-20 budget.

DISCUSSION:

3. b.
February 19, 2019

DISCUSSION:

The Department serves as the liaison to the Committee and closely monitors all expenses and revenues associated with the Festival. The Committee worked with Staff to plan and organize the 54th Annual Heritage Festival which was held on Saturday, October 13, 2018. The total expenses of the 2018 event, including Staff costs, media production, and supplies was \$94,335. Revenue from the event was generated from vendor applications and entry fees for band review and car show, totaling \$32,854. The event's net cost to the City was \$61,481.

In 2015, 2016, and 2017 there were several heat-related incidents that occurred during the parade as the Southern California area experienced unusually high temperatures late into the fall season. These incidents prompted the Committee, City Staff, the Orange County Fire Authority, and the School District to evaluate the parade route. At the February 20, 2018 City Council meeting, a shorter, more streamlined parade route was offered for consideration and was approved by the Council for the 2018 event.

The total parade route distance in 2018 was 1.10 miles. The parade began at the intersection of Kraemer Boulevard and Yorba Linda Boulevard. The parade started at 9:15 a.m. and traveled north on Kraemer Boulevard in the southbound lanes, ending at the Festival location at Tri-City Park. The band review began at 9:00 a.m. at Palm Drive and Yorba Linda Boulevard. Bands traveled west on Yorba Linda Boulevard and fed into the parade north on Kraemer Boulevard in the southbound lanes, ending at the Festival location at Tri-City Park. The non-competing bands were staged in the westbound lanes of Yorba Linda Boulevard and the competing bands staged in the eastbound lanes of Yorba Linda Boulevard. The bands joined the main body of the parade at the intersection of Kraemer Boulevard and Yorba Linda Boulevard. The total distance of the band review portion of the parade was 0.38 miles. The buses of the non-competing bands traveled north onto Brookhaven Avenue to their parking destination on Golden Avenue.

City Staff and the Committee anticipated the 2018 route changes would provide for a more efficient and organized event. Unfortunately, the inclement weather experienced during the 2018 event presented challenges during the event and did not allow for City Staff to properly assess the success of the route. Of the 32 preregistered bands, 20 of them participated in the event. This included 16 high schools and 4 middle schools. Many of the marching bands opted to participate only in the band review portion of the event. Approximately half of the 20 bands in attendance opted to march in the parade. All other bands departed immediately after the band review portion of the event. This contributed to large "gaps" in the parade once again and caused confusion for exiting and bus pick up procedures. City Staff, the Police Department, and Committee members worked collaboratively to ease confusion and assist the band and parade entries.

While the inclement weather presented unforeseen challenges, the Committee is confident that the shorter route utilized in 2018 is more efficient and recommends continuing the same route for the 2019 event.

The festival continued as planned at Tri-City Park. However, the inclement weather continued throughout the entire day and resulted in the car show, vendor areas, and the games to be less successful than in prior years. For example, of the 165 preregistered car show vehicles, only 85 entries attended the event. Additionally, there were 139 vendors who preregistered in the areas

of Food, Non-Profit, Business, Home Based Business, and Crafts. Of those 139 preregistered vendors, approximately 99 attended the event. The inclement weather also posed a safety concern for the contracted games vendor, Fun Services. The vendor was unable to set up the inflatable attractions as the grass area was too wet to safely run power cords to each attraction. After discussing the options, City Staff and the games vendor agreed to forego the inflatable attractions which also resulted in less overall event revenue. As the rain continued, some vendors chose to leave the event early. Staff was able to accommodate most of these vendor requests and allowed vendors to leave.

Lastly, the inclement weather also posed a challenge in the event parking area located at Tuffree Middle School athletic fields. Traditionally each year, Staff gains approval from the School District to utilize the Tuffree Middle School fields for vendor and general event parking. Due to the heavy rain, the Tuffree fields were saturated during the entire event. Parking resumed on the fields as there was no alternative parking available. City Staff was diligent in identifying overly muddy areas of the fields and did not allow parking in those sections. However, the entrance and exit routes received much of the vehicle traffic and did sustain substantial damage. As part of the use agreement with the Placentia Yorba Linda Unified School District, the City agreed to repair any damage caused to the fields related to use at the Festival. Upon completion of the event, City Staff surveyed the damaged areas and immediately informed School District officials. City Staff met with School District staff the week following the event, obtained a quote to repair the fields, and coordinated the repairs within four business days. All the repairs were completed by a professional turf company in the amount of \$4,708. City Staff's diligence in completing the repairs quickly allowed for minimal interruption of playing time. The Committee may need to analyze alternative main parking areas should the School District not allow the City to use the field for parking.

Overall, all the areas of the Festival experienced less attendance in the 2018 year, which resulted in \$8,076 less revenue generated than the 2017 event. Due to limited attendance, the Festival concluded at 3:30 p.m. instead of 4:00 p.m.

Activities proposed for this year's event will continue to include a craft fair, food vendors, business expo, game area, display booths, beer and wine garden, concert, car show, and entertainment. The pancake breakfast will begin at 7:00 a.m. with the other Festival activities scheduled to begin at 10:00 a.m. and conclude at 4:00 p.m. Once City Council direction is provided, the planning process for the 2019 Festival will continue over the next several months including choosing an event theme.

FISCAL IMPACT:

2018 Heritage Festival Costs

The total cost of the 2018 Heritage Festival was \$94,335. This included all staff costs for Police Department, Public Works, and Community Services. The Committee spent \$62,620 from the Heritage Division budget in Community Services, which is a City account funded by Heritage Festival revenues and Community Services Department General Fund dollars. Event revenue for 2018 was \$32,854, (\$8,076 less than the 2017 event year), raised through vendor applications, car show and band entries, and donations.

At the February 20, 2018 City Council meeting, the Council approved a funding request of \$51,000 for general event supplies for the 2018 Festival, with remaining subsidy and Staff costs from General Fund dollars. Historically, the City has always subsidized the Heritage Festival. In 2018 revenue was \$8,076 less than the previous year. In response to this, Staff will work with the Committee to establish revenue goals for the 2019 event. Staff and the Committee plan to reevaluate all vendor fees for the 2019 year during an upcoming Committee meeting. Additionally, it has been identified that the non-profit vendor area has historically been the largest vendor area of the event. Over the past five (5) years, the event has averaged approximately 46 non-profit applicants. Currently, the non-profit vendors are the only applicants not required to pay a booth fee. To create uniformity among vendors and to establish a new revenue source, the Committee recommends that a small booth fee of \$35 be applied to each non-profit applicant for the 2019 year. The anticipated revenue to be collected is \$1,610 based on the five (5) year average of applicants.

The cost for the materials, services, and supplies required for the event, including items such as traffic control barricades; tables; chairs; porta potties; electrical equipment; entertainment; and marketing material is estimated to be \$62,000, based on the 2018 expenditures. The Community Services, Police, and Public Works Departments' personnel support for the Festival and Parade is estimated to be \$32,500, based on prior year expenditures. The 2018 Festival and Parade generated \$32,854 in revenue through participation fees, vendor fees, and various sponsorships and donations. After deducting revenue collected from the event, the net cost for the event is approximately \$61,481. The 2019 funding request from the Committee for general event supplies is \$62,000.

Prepared by:



Sandra J. Gonzalez
Director of Community Services

Reviewed and approved by:



Damien R. Arrula
City Administrator

Attachment:

2018 Event Expense Sheet



HERITAGE FESTIVAL 2018

104076-6099- Other Professional Services	Amount	Description
Total Expenditures	\$12,466.50	Provided for entertainers, contractors and hired agents for event and also included the cost of band review judges for SCSBOA, and shuttle services.
104076-6230- Printing and Binding	Amounts	Description
Total Expenditures	\$6,503.78	Purchased event flyers, posters, banners, and advertisements. Also provided for costs of date changes on banners. Purchased new street banner, pole banners and provided for design costs.
104076-6299 - Other Purchased Services	Amount	Description
Total Expenditures	\$23,235.22	Provided for rentals of event equipment including, electrical, generators, street closure equipment, tables, canopies, chairs and Porta Potties.
104076-6301 Special Department Supplies	Amount	Description
Total Expenditures	\$20,285.98	Provided for purchases of special events supplies. Included, small tools, equipment, car show/band supplies, awards, lunch, snacks, water for all staff/volunteers, trophies, certificates and committee supplies.
104076-6315 Office Supplies	Amount	Description
Total Expenditures	\$129.29	Provided for purchases of event office supplies. Included, paper, poster boards, pens, pencils, markers, file boxes and file folders.
104076- 6325 Postage	Amount	Description
Total Expenditures	\$0.00	Provided for postage costs of mailing vendor applications, vendor packets, parade packets, and shipping costs for band review trophies.
TOTALS	Amount	Description
Staff costs	\$31,715.22	City Staff costs (Public Works, Community Services, Police)
Expenditures	\$62,620.77	This includes all supplies/equipment costs outlined above
Total Costs	\$94,335.99	Total Event Cost
Revenue	\$32,854.61	Revenue collected from booth fees, sponsorships, donations and entry fees
Net Total 2018 Festival	\$61,481.38	Net cost to the City



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

DATE: FEBRUARY 19, 2019

SUBJECT: **CONSIDERATION OF APPOINTMENTS TO FILL VACANCIES ON THE CITIZENS' OVERSIGHT COMMITTEE**

FISCAL
IMPACT: NONE

SUMMARY:

On November 6, 2018 a majority of Placentia voters voted in favor of Measure U and the measure was adopted and enacted by Ordinance O-2018-08 (Attachment 1). Ordinance O-2018-08 was subsequently adopted by the City Council on November 16, 2018 and calls for the formation of a Citizens' Oversight Committee (Committee) to review the expenditure of funds generated by the voter-approved Transactions and Use Tax and to provide an annual report to the City Council on those expenditures. At the City Council meeting on February 5, 2019, Ordinance O-2019-02 (Attachment 2), was introduced. The ordinance adds Chapter 3.32 to the Placentia Municipal Code (PMC) establishing the Committee required by Ordinance O-2018-08 and sets forth its composition and operating procedures. This action requests that City Council make appointments to fill the three (3) vacancies on this Committee.

RECOMMENDATION:

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

Make the necessary appointments to fill the three (3) positions on the Citizens' Oversight Committee.

- a. Two (2) members from the Citizens' Fiscal Sustainability Task Force; and
- b. One (1) member from the Financial Audit Oversight Committee; and
- c. Two members shall serve a four (4) year term and one member shall serve a two (2) year term.

DISCUSSION:

At the November 6, 2018 General Election Measure U, a one-cent Transactions and Use Tax, was adopted by the voters. The Ordinance O-2018-08 (Attachment 1) called for the formation of a Citizens' Oversight Committee, whose purpose is to review the City's expenditure of the Transactions and Use Tax proceeds, and to provide an annual report to the City Council on those expenditures. The Ordinance also states that the Committee shall consist of three (3) members, appointed by the City Council, who shall serve without compensation. Two of the members shall

3. c.
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come from the Citizens Fiscal Sustainability Task Force (Task Force) and one from the Financial Audit Oversight Committee (FAOC), so long as those bodies exist. The terms shall be staggered with two (2) appointees serving a four year term and one (1) appointee serving a 2 year term. According to the Ordinance, the Committee is required to meet at least once annually. Each year the Committee is to present an annual report to the City Council, and the report shall be published on the City's webpage. Unless otherwise directed by resolution or ordinance of the City Council, the Committee shall not have any function, power, or authority other than those expressly provided in Ordinance O-2018-08. In no event shall a failure of the City Council or the Citizens' Oversight Committee to meet, or to take any other action, invalidate any Transactions and Use Tax collected by the City.

The Office of the City Clerk published a notice on the City's website, social media, and in the City Administrator's Weekly on December 20, 2018 inviting applications from the public. The deadline for filing applications was Thursday, January 17, 2019 at 5:00 p.m. Twelve (12) applications were received and interviews were held on Tuesday, February 5, 2019 at 4 p.m.

At the City Council meeting on February 5, 2019, Ordinance O-2019-02 (Attachment 2), was introduced. This ordinance adds Chapter 3.32 to the Placentia Municipal Code (PMC) establishing the Committee required by Measure U Ordinance O-2018-08 and sets forth its composition and operating procedures. All members of the committee shall be appointed by the City Council and shall be subject to removal by a majority of the City Council. Two of the members shall come from the Task Force and one from the FAOC, so long as those bodies continue to exist in the city council's discretion.

Applicant Glenn Casterline is a currently a member of the FAOC. While the Task Force is no longer active, the following two applicants were former members of the Task Force: Robert McKinnell and Glenn Casterline.

Staff respectfully requests that City Council make appointments to the Citizens' Oversight Committee from the twelve (12) applicants which have expressed an interest in serving.

Prepared by:

Reviewed and approved:



Rosanna Ramirez
Director of Administrative Services



Damien R. Arrula
City Administrator

Attachments:

1. Ordinance O-2018-08 – Transaction and Use Tax (Measure U)
2. Ordinance O-2019-02 – Adding Chapter 3.32 to the PMC and Establishing the Formation of the Citizens' Oversight Committee
3. List of applicants for the Citizens' Oversight Committee

ORDINANCE NO. O-2018-08

**ORDINANCE OF THE CITY OF PLACENTIA, CALIFORNIA
ENACTING A LOCAL TRANSACTIONS AND USE TAX
("SALES TAX") TO BE ADMINISTERED BY THE
CALIFORNIA DEPARTMENT OF TAX AND FEE
ADMINISTRATION, SUBJECT TO ADOPTION BY THE
ELECTORATE**

THE PEOPLE OF THE CITY OF PLACENTIA DO ORDAIN AS FOLLOWS:

Section 1. **TITLE.** This ordinance shall be known as the City of Placentia Transactions and Use Tax Ordinance of 2018. The City of Placentia hereinafter shall be called "City." This ordinance shall be applicable in the incorporated territory of the City.

Section 2. **OPERATIVE DATE.** "Operative Date" means the first day of the first calendar quarter, commencing more than 110 days after the approval of the tax set forth herein by the voters pursuant to Section 15 of this ordinance.

Section 3. **PURPOSE.** This ordinance is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

A. To extend the imposition of an existing retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.9 of Part 1.7 of Division 2 which authorizes the City to adopt this tax ordinance which shall be operative if a majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.

B. To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.

C. To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefore that can be administered and collected by the California Department of Tax and Fee Administration in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the California Department of Tax and Fee Administration in administering and collecting the California State Sales and Use Taxes.

D. To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this ordinance.

Section 4. **CONTRACT WITH STATE.** Prior to the operative date, the City shall contract with the California Department of Tax and Fee Administration to perform all functions incident to the administration and operation of this transactions and use tax ordinance; provided, that if the City shall not have contracted with the California Department of Tax and Fee Administration prior to the operative date, it shall nevertheless so contract and in such a case the operative date shall be the first day of the first calendar quarter following the execution of such a contract.

Section 5. **TRANSACTIONS TAX RATE.** For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the City at the rate of 1% (one cent per dollar) of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the operative date of this ordinance.

Section 6. **PLACE OF SALE.** For the purposes of this ordinance, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the California Department of Tax and Fee Administration.

Section 7. **USE TAX RATE.** An excise tax is hereby imposed on the storage, use or other consumption in the City of tangible personal property purchased from any retailer on and after the operative date of this ordinance for storage, use or other consumption in said territory at the rate of 1% (one cent per dollar) of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

Section 8. **ADOPTION OF PROVISIONS OF STATE LAW.** Except as otherwise provided in this ordinance and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this ordinance as though fully set forth herein.

Section 9. **LIMITATIONS ON ADOPTION OF STATE LAW AND COLLECTION OF USE TAXES.** In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

A. Wherever the State of California is named or referred to as the taxing agency, the name of this City shall be substituted therefor. However, the substitution shall not be made when:

1. The word "State" is used as a part of the title of the State Controller, State Treasurer, State Board of Control, California Department of Tax and

Fee Administration, State Board of Equalization, State Treasury, or the Constitution of the State of California;

2. The result of that substitution would require action to be taken by or against this City or any agency, officer, or employee thereof rather than by or against the California Department of Tax and Fee Administration, in performing the functions incident to the administration or operation of this Ordinance.

3. In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:

a. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;

b. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.

4. In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.

B. The word "City" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.

Section 10. PERMIT NOT REQUIRED. If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this ordinance.

Section 11. EXEMPTIONS AND EXCLUSIONS.

A. There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.

B. There are exempted from the computation of the amount of transactions tax the gross receipts from:

1. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.

2. Sales of property to be used outside the City which is shipped to a point outside the City, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the City shall be satisfied:

a. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-City address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

b. With respect to commercial vehicles, by registration to a place of business out-of-City and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.

4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of this ordinance.

5. For the purposes of subparagraphs (3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

C. There are exempted from the use tax imposed by this ordinance, the storage, use or other consumption in this City of tangible personal property:

1. The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.

2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.

3. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.

4. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this ordinance.

5. For the purposes of subparagraphs (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

6. Except as provided in subparagraph (7), a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.

7. "A retailer engaged in business in the City" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.

D. Any person subject to use tax under this ordinance may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

Section 12. AMENDMENTS TO STATE LAW. All amendments subsequent to the effective date of this ordinance to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this ordinance, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this ordinance.

Section 13. ENJOINING COLLECTION FORBIDDEN. No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the City, or against any officer of the State or the City, to prevent or enjoin the collection under this ordinance, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

Section 14. SEVERABILITY. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

Section 15. EFFECTIVE DATE AND SUBMISSION TO VOTERS. This ordinance relates to the levying and collecting of City transactions and use tax and shall take effect immediately. However, no tax imposed by this ordinance shall be effective unless this Ordinance has been approved by the voters of the City as required by Section 2(b) of Article XIII C of the California Constitution and applicable law. Furthermore, no tax imposed by this ordinance shall be effective prior to the operative date set by Section 2 of this ordinance.

Section 16. AUDIT. The proceeds of the tax imposed pursuant to this Ordinance, as well as the expenditure thereof, shall be audited annually by an independent accounting firm. Such independent audit may be a part of any other independent audit of municipal finances.

Section 17. CITIZENS' OVERSIGHT. A Citizens' Oversight Committee shall be formed to review the expenditure of funds generated by this ordinance, and to provide an annual report to the City Council on those expenditures. The committee shall consist of three members, appointed by the City Council. As long as those bodies exist, two of the members shall come from the Citizens Fiscal Sustainability Task Force and one from the Financial Audit Oversight Committee. Members so appointed shall serve without compensation for a term of four (4) years.

The Committee shall meet at least once annually. The Committee's annual report shall be presented to the City Council and shall also be published on the City's webpage. Unless otherwise directed by resolution or ordinance of the City Council, the Committee shall not have any function, power, or authority other than those expressly provided herein. In no event shall a failure of the City Council or the Citizens' Oversight Committee to meet or to take any other action invalidate any tax collected under this Chapter; however, any court of competent jurisdiction may issue an order to the City compelling the City to comply with this Section.

Section 18. USE OF FUNDS. The proceeds of the tax imposed by this ordinance shall be deposited in the general fund of the City and may be used to fund additional public safety and street and pothole repair services and for any other lawful municipal purpose. The tax does not meet the criteria established by Section 1(d) of Article XIII C of the California Constitution for special taxes, and is a general tax imposed for general government purposes.

Section 19. FINDING. The proposed tax will provide resources to the City that will help the City to maintain its financial viability and provide funding for its local police department and essential city services, including street/pothole repair; quick responses to 911 emergencies; fire protection/emergency medical services; gang, drug, graffiti prevention; public cleanliness; and general services.

Section 20. TERMINATION. The tax shall continue without sunset or expiration unless terminated by action of the voters.

INTRODUCED at a regular meeting of the City Council of the City of Placentia held on July 24, 2018.

PASSED, APPROVED AND ADOPTED this 13th day of November 2018.



Chad P. Wanke, Mayor



ATTEST:


Patrick J. Melia, City Clerk

I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing Ordinance was adopted at a regular meeting of the City Council of the City of Placentia, held on the 13th day of November 2018 by the following vote:

AYES: Councilmembers: Green, Smith, Shader, Wanke
NOES: Councilmembers: None
ABSENT: Councilmembers: Yamaguchi
ABSTAIN: Councilmembers: None



Patrick J. Melia, City Clerk

APPROVED AS TO FORM:


Christian L. Bettenhausen, City Attorney

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

I, Patrick J. Melia, City Clerk of the City of Placentia, California, do hereby certify that Ordinance No. 2018-08, is a full, true, and correct copy, and was adopted by a majority vote of the people of the City of Placentia, California, who voted on the measure for the adoption of said Ordinance, at the Regular Municipal Election held the 6th day of November, 2018, as appears by the official returns of said election, and the Statement of Votes Cast as declared by the City Council of the City of Placentia, Resolution No. 2018-XX, adopted on December 4, 2018.

Attest:


Patrick J. Melia, City Clerk

ORDINANCE NO. O-2019-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA ADDING CHAPTER 3.32 TO THE CITY'S MUNICIPAL CODE, ENTITLED "TRANSACTIONS AND USE TAX, CITIZENS' OVERSIGHT COMMITTEE"

City Attorney Summary

This Ordinance would add Chapter 3.32 to the City of Placentia Municipal Code, entitled "Transactions and Use Tax, Citizens' Oversight Committee," pursuant to the requirements of Ordinance No. 0-2018-08, adopted by the voters on November 6, 2018. This chapter establishes the Citizens' Oversight Committee required by Ordinance No. 0-2018-08, and sets forth its composition and operating procedures.

A. Recitals

- (i) Whereas, Ordinance No. O-2018-08 was adopted by the City's voters at the November 6, 2018 general election, and by the City Council on November 13, 2018, establishing a 1% retail transactions and use tax pursuant to the requirements of California Revenue and Tax Code section 7285.9.
- (ii) Whereas, Ordinance No. O-2018-08 requires the establishment of a three person Citizens' Oversight Committee, charged with reviewing the expenditure of funds generated by the tax.

B. Ordinance

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

SECTION 1. The above findings are true and correct and hereby incorporated into this ordinance.

SECTION 2. Chapter 3.32 "Transactions and Use Tax, Citizens' Oversight Committee" is hereby added to Title 3 "Revenue and Finance" of the Placentia Municipal Code as follows:

Chapter 3.32 Transactions and Use Tax, Citizen's Oversight Committee

3.32.010 Transactions and Use Tax

There shall be levied and collected a transactions and use tax pursuant to Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and

Section 7285.9 of the Revenue and Taxation Code at a rate of 1%. Such tax shall be governed by Ordinance No. O-2018-08, which was approved by the voters at the November 6, 2018 general election and by the City Council on November 13, 2018.

This section of the Municipal Code constitutes a restatement of the existing law of the City, as Ordinance No. O-2018-08 constitutes a part of the law of the City and its provisions became effective as set forth in its text. This section is not intended to amend or change Ordinance No. O-2018-08 in any way.”

The transactions and use tax imposed by Ordinance No. O-2018-08 is hereinafter referred to in this chapter as the “transactions and use tax” or “tax.”

3.32.020 Establishment of Citizens’ Oversight Committee.

Pursuant to Ordinance N. O-2018-08, a citizens’ oversight committee is hereby established, and shall be hereinafter referred to in this chapter as the “committee.”

3.32.030 Pupose.

The purpose of the committee shall be to review the expenditure of funds generated by the transactions and use tax, and to provide an annual report to the city council on those expenditures. The committee shall meet at least once annually. The committee shall prepare an annual report which shall be presented to the city council, and shall also be published on the city’s webpage. Unless otherwise directed by resolution or ordinance of the city council, the committee shall not have any function, power, or authority other than those expressly provided in this chapter. In no event shall a failure of the City Council or the committee to meet, or to take any other action, invalidate any tax collected under this chapter; however any court of competent jurisdiction may issue an order to the city compelling the city to comply with this Section.

3.32.040 Membership.

The committee shall be composed of three (3) regular voting members. All members of the committee shall be appointed by the City Council, and shall be subject to removal by a majority of the City Council. Two of the members shall come from the Citizens’ Fiscal Sustainability Task Force and one from the Financial Audit Oversight Committee, so long as those bodies continue to exist in the City Council’s discretion.

3.32.050 Terms of office.

Except as otherwise provided in this section, each committee member shall serve a four (4) year term, which shall expire each succeeding July 1st. In the absence of resignation or removal, each member shall continue to serve until a successor is appointed and qualified. In order to create staggered terms, of those first three members appointed to the committee, two shall serve a four year term, and one shall serve a two year term.

3.32.060 Absence from meeting.

If a member is absent without excuse from three (3) consecutive committee meetings, the chair may notify the City Council to consider whether the member should be removed. It is the responsibility of each member to notify the chair or vice-chair before the meeting if a member is unable to attend.

3.32.070 Compensation and reimbursement for expenses.

The members of the committee shall serve without compensation, as stated in Ordinance No. O-2018-08. If the expenditure is approved in advance by the City Council, the city may pay reasonable expenses for members to attend meetings, conferences or other events that will directly assist the members in the performance of their duties under this chapter.

3.32.080 Officers, Meeting Rules and Records.

Each year the committee shall appoint one of their members to serve as chair, and one to serve as vice-chair. Each will serve a one year term. The chair shall run each meeting, and the vice-chair shall serve in the absence of the chair. The chair and vice-chair shall both serve at the pleasure of the committee.

All meetings of the committee shall be open to the public, and shall be noticed pursuant to the requirements of the Ralph M. Brown Act. The city administrator shall designate a city employee to act as secretary of the committee, who shall keep a record of its proceedings, and assist with public postings and the collection of records needed to accomplish the committee's purpose. The committee may adopt reasonable rules and regulations, which shall be consistent with the charter and this chapter.

3.32.090 Annual orientation and training.

Each member shall attend any annual orientation or training event organized by the city. An unexcused failure to attend any such event shall be grounds for removal from the committee.

SECTION 3. Severability. If any provision(s) of this ordinance or the application thereof to any person or circumstances is held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any other provision or application, and to this end, the provisions of this ordinance are declared to be severable. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, even though any one or more sections, subsections, clauses, phrases, parts or portions thereof was declared invalid or unconstitutional.

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

INTRODUCED at a regular meeting of the City Council of the City of Placentia held on February 5, 2019.

PASSED, APPROVED AND ADOPTED this ____ day of ____, 2019.

Rhonda Shader Mayor

ATTEST:

Patrick J. Melia, City Clerk

I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing Ordinance was adopted at a regular meeting of the City Council of the City of Placentia, held on the ____ day of _____, 2019 by the following vote:

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

Patrick J. Melia, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

**City of Placentia
Citizens' Oversight Committee**

Applications Listed in Alphabetical Order

Bonnie Bell

Glenn Casterline

Ramona Delzer

Becky Fartash

Carey Hamel

Kevin Kirwin

Jeanne Krakowski

John Lewis

Robert McKinnell

Nicholas Polichetti

Christopher Reeves

Matthew Rocke



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: DIRECTOR OF FINANCE
DATE: FEBRUARY 19, 2019
SUBJECT: **SECOND QUARTER FISCAL YEAR 2018-19 TREASURER'S REPORT**

FISCAL
IMPACT: NONE

SUMMARY:

The Finance Department has prepared a Treasurer's Report and a comparable Cash and Investment Summary for the second quarter of Fiscal Year (FY) 2018-19. The Treasurer's Report includes all investments managed by the City and investments held by trustees.

RECOMMENDATION:

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

Receive and file the Second Quarter Fiscal Year 2018-19 Treasurer's Report.

DISCUSSION:

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

The attached Treasurer's Report reflects the City's investment portfolio for the second quarter FY 2018-19. The City Treasurer has reviewed and signed the attached report.

Prepared by:



Jamie Wong
Accountant

Reviewed and approved:



Henry Chao, CPA
Acting Accounting Manager

3. d.
February 19, 2019

Reviewed and approved:



Kim Krause
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Second Quarter FY 2018-19 Treasurer's Report
2. Second Quarter FY 2018-19 Cash and Investment Summary

City of Placentia

CITY TREASURER'S REPORT

**DECEMBER 2018
(Unaudited)**

FISCAL YEAR 2018-19



CITY OF PLACENTIA TREASURER'S REPORT

CASH AND INVESTMENT DETAIL - CITY
AS OF December 31, 2018 (Preliminary)

HELD BY CITY						
Agency	Investment Description	Current Yield	Purchase Date	Maturity Date	Purchase Price	Market Value
CASH:						
Bank of America - General Checking	Account No. 143128-0221	N/A	N/A	On Demand	\$ 46,678.11	\$ 46,678.11
Bank of America - Workers' Comp	Account No. 143188-0525	N/A	N/A	On Demand	\$ 34,672.67	\$ 34,672.67
Bank of America - Healthcare	Account No. 143138-0513	N/A	N/A	On Demand	\$ 2,534.45	\$ 2,534.45
Bank of America - Successor Agency	Checking Acct	N/A	N/A	On Demand	\$ 56.21	\$ 56.21
Banc of California - General Checking	Account No. 203-015-2660	N/A	N/A	On Demand	\$ 7,175,811.33	\$ 7,175,811.33
Multi-Bank Securities Cash Account	Cash / Bank Deposits	N/A	N/A	On Demand	\$ 302.05	\$ 302.05
Total Cash					\$ 7,260,054.82	\$ 7,260,054.82
INVESTMENTS:						
Local Agency Investment Fund	City Account No. 98-30-678	1.52%	N/A	On Demand	\$ 683,001.56	\$ 683,001.56
Multi-Bank Securities Ally Bank	Certificate of Deposit	1.45%	2/4/2016	2/4/2019	\$ 245,000.00	\$ 244,850.55
Multi-Bank Securities American Federal Bk	Certificate of Deposit	1.50%	2/10/2016	2/10/2020	\$ 245,000.00	\$ 241,616.55
Multi-Bank Securities Morgan Stanley	Certificate of Deposit	2.50%	2/1/2018	2/1/2021	\$ 245,000.00	\$ 242,177.60
Multi-Bank Securities Goldman Sachs	Certificate of Deposit	2.00%	2/3/2016	2/3/2021	\$ 245,000.00	\$ 239,698.20
Total Investments					\$ 1,663,001.56	\$ 1,651,344.46
TOTAL CASH & INVESTMENTS HELD BY CITY					\$ 8,923,056.38	\$ 8,911,399.28
HELD BY FISCAL AGENT						
Agency	Investment Description	Current Yield	Purchase Date	Maturity Date	Purchase Price	Market Value
2011 Gas Tax Certificates of Participation						
Wells Fargo	Wells Fargo Money Market	0.03%	N/A	N/A	\$ 488,138.13	\$ 488,138.13
2003 Certificate of Participation						
US Bank	US Bank Money Market	0.03%	N/A	N/A	\$ 888,159.42	\$ 888,159.42
2013 Tax Allocation Refunding Bond						
US Bank	First American Treasury Fund	0.01%	N/A	N/A	\$ 3,718.20	\$ 3,718.20
2009 Lease Revenue Bond						
US Bank	US Bank Money Market	0.03%	N/A	N/A	\$ 439,914.26	\$ 439,914.26
TOTAL INVESTMENTS HELD BY FISCAL AGENT					\$ 1,819,930.01	\$ 1,819,930.01
Cash & Investments Held by City and Fiscal Agent - Market Value						\$ 10,731,329.29

CITY OF PLACENTIA TREASURER'S REPORT



CASH BALANCES

AS OF December 31, 2018 (Preliminary)

CITY		
101	General Fund (0010)	243,572.00
116	Rehab Reimbursements Fd (0059)	209,824.07
201	Utility User Tax (0016)	84,034.80
205	State Gas Tax (0017)	-33,886.35
206	Gas Tax Bond Fund (0052)	2,516.11
207	Housing Successor Agency (0053)	-154,342.76
209	State Gas Tax - RMRA (0060)	353,933.43
210	Measure M (0018)	430,413.99
211	PEG Fund (0058)	-27,721.30
215	Air Quality Management (0019)	170,072.06
224	Asset Seiz 15% Training (0073)	-110,341.54
225	Asset Seizure (0021)	189,179.05
226	Traffic Offender Fund (0051)	5,374.27
227	Explorer Grant NOC (0076)	5,211.75
228	NOC-Public Safety Grant(0061)	183,117.93
229	Comm Trans Hous Grant (0062)	1,233,823.25
230	Suppl Law Enfrcmnt (0022)	84,260.90
233	Gen Plan Update Fees (0074)	-10,390.25
234	Technology Impact Fees (0075)	25,741.25
235	Park Development (0023)	21,061.62
236	Parks & Rec Impact Fees (0063)	6,102.00
238	City Traffic Impct Fees (0065)	98,716.45
240	Sewer Construction (0024)	21,030.90
241	Public Safety Mitigat (0057)	-34,129.59
242	City Pub Sfty Impct Fee (0067)	-149,273.66
245	Storm Drain Constrction (0025)	23,453.42
246	TOD Traffic Impact Fees (0070)	52.97
247	TOD Sewer Impact Fees (0071)	214,600.81
250	Thoroughfare Constction (0026)	8,165.76
260	Street Lighting Distrct (0028)	45,366.91
261	Public Safety CFD (0055)	22,765.55
265	Landscape Maintenance (0029)	32,369.36
270	CDBG Fund (0030)	-88,258.20
275	Sewer Maintenance (0048)	1,227,518.24
280	Misc Grants Fund (0050)	38,357.40
401	City Capital Projects (0033)	-605,162.51
405	Afford Housing In-Lieu (0034)	53,937.20
501	Refuse Administration (0037)	480,258.64
505	CNG Fueling Station (0038)	0
601	Employee Health & Wlfre (0039)	-61,885.38
605	Risk Management (0040)	1,982,631.89
610	Equipment Replacement (0041)	26,540.53
701	Special Deposits (0044)	698,312.04
715	Community Fac District (0047)	35,622.21
	Sub-Total	6,982,547.22
SUCCESSOR AGENCY TO THE RDA		
208	Sccssr Agency Ret Oblg (0054)	-21,340.38
	TOTAL CASH	\$ 6,961,206.84

City of Placentia
Changes in Cash Balances
For the Month of December 2018

RPT	Data		CASH BALANCE			JOURNAL	CASH BALANCE
FUND	FUND	FUND	12/1/2018	RECEIPTS	DISBURSEMENTS	ENTRIES*	12/31/2018
101	10	GENERAL FUND	\$ (1,196,235.19)	\$ 4,667,743.27	\$ (3,824,447.44)	\$ 596,511.36	\$ 243,572.00
116	59	REHAB REIMBURSEMENTS FUND	\$ 211,846.82	\$ -	\$ (2,022.75)	\$ -	\$ 209,824.07
201	16	UTILITY TAX FUND	\$ 551,638.98	\$ 182,395.82	\$ -	\$ (650,000.00)	\$ 84,034.80
205	17	GAS TAX FUND	\$ 179,342.45	\$ -	\$ (9,142.92)	\$ (204,085.88)	\$ (33,886.35)
206	52	GAS TAX BOND FUND	\$ (110,355.77)	\$ -	\$ -	\$ 112,871.88	\$ 2,516.11
207	53	HOUSING AGENCY FUND	\$ 10,782.09	\$ -	\$ (106,029.50)	\$ (59,095.35)	\$ (154,342.76)
208	54	SUCCESSOR AGENCY FUND	\$ 63,801.68	\$ -	\$ (11,902.02)	\$ (73,240.04)	\$ (21,340.38)
209	60	GAS TAX - RMRA FUND	\$ 306,200.37	\$ 77,549.80	\$ -	\$ (29,816.74)	\$ 353,933.43
210	18	MEASURE "M" FUND	\$ 274,629.06	\$ 160,000.00	\$ (4,215.07)	\$ -	\$ 430,413.99
211	58	PEG FUND	\$ (20,004.75)	\$ -	\$ (7,716.55)	\$ -	\$ (27,721.30)
215	19	AIR QUALITY FUND	\$ 158,475.35	\$ 17,108.78	\$ (1,293.77)	\$ (4,218.30)	\$ 170,072.06
224	73	ASSET SEIZURE 15% TRAINING	\$ (91,097.10)	\$ 296.00	\$ (20,022.09)	\$ 481.65	\$ (110,341.54)
225	21	ASSET SEIZURE FUND	\$ 189,164.25	\$ -	\$ (7.11)	\$ 21.91	\$ 189,179.05
226	51	TRAFFIC OFFENDER FUND	\$ 5,374.27	\$ -	\$ -	\$ -	\$ 5,374.27
227	76	EXPLORER GRANT NOC FUND	\$ 7,378.43	\$ -	\$ (2,166.68)	\$ -	\$ 5,211.75
228	61	NOC-PUBLIC SAFETY GRANT FUND	\$ 207,199.05	\$ -	\$ (24,119.59)	\$ 38.47	\$ 183,117.93
229	62	COMM. BASED TRANS. GRANT FUND	\$ 1,248,948.68	\$ -	\$ (15,125.43)	\$ -	\$ 1,233,823.25
230	22	COPS/SUPPL LAW ENFORCE. FUND	\$ 88,904.46	\$ 20,356.44	\$ -	\$ (25,000.00)	\$ 84,260.90
233	74	GENERAL PLAN UPDATES	\$ (11,312.93)	\$ 20,236.82	\$ (19,314.14)	\$ -	\$ (10,390.25)
234	75	TECHNOLOGY IMPACT FEES	\$ 14,543.00	\$ 11,198.25	\$ -	\$ -	\$ 25,741.25
235	23	PARK DEVELOPMENT FUND	\$ 21,061.62	\$ -	\$ -	\$ -	\$ 21,061.62
236	63	PARKS & RECREATION IMPACT FEES	\$ 6,102.00	\$ -	\$ -	\$ -	\$ 6,102.00
238	65	CITY TRAFFIC IMPACT FEES FUND	\$ 98,716.45	\$ -	\$ -	\$ -	\$ 98,716.45
240	24	SEWER CONSTRUCTION FUND	\$ 21,030.90	\$ -	\$ -	\$ -	\$ 21,030.90
241	57	PUBLIC SAFETY MITIGATION FUND	\$ -	\$ -	\$ -	\$ (34,129.59)	\$ (34,129.59)
242	67	CITY PUB. SAFETY IMPACT FEE FUND	\$ (43,237.72)	\$ -	\$ (106,035.94)	\$ -	\$ (149,273.66)
245	25	STORM DRAIN CONSTRUCTION FUND	\$ 23,453.42	\$ -	\$ -	\$ -	\$ 23,453.42
246	70	TOD TRAFFIC IMPACT FEES	\$ 52.97	\$ -	\$ -	\$ -	\$ 52.97
247	71	TOD SEWER IMPACT FEES FUND	\$ 263,408.80	\$ -	\$ (48,807.99)	\$ -	\$ 214,600.81
250	26	THOROUGHFARE CONST. FUND	\$ 8,165.76	\$ -	\$ -	\$ -	\$ 8,165.76
260	28	PLACENTIA LIGHTING DISTRICT FUND	\$ (41,404.90)	\$ 58,430.79	\$ (30,377.73)	\$ 58,718.75	\$ 45,366.91
261	55	PUBLIC SAFETY CFD 2014-01 FUND	\$ 12,457.37	\$ 10,308.18	\$ -	\$ -	\$ 22,765.55
265	29	LANDSCAPE MAINT. DISTRICT	\$ (79,539.59)	\$ 166,028.15	\$ (54,119.20)	\$ -	\$ 32,369.36
270	30	HOUSING & COMMUNITY DEVELOP.	\$ 143,634.25	\$ -	\$ (22,465.35)	\$ (209,427.10)	\$ (88,258.20)
275	48	SEWER MAINTENANCE FUND	\$ 1,293,210.31	\$ 60,087.64	\$ (77,779.71)	\$ (48,000.00)	\$ 1,227,518.24
280	50	MISC. GRANTS FUND	\$ 52,659.99	\$ -	\$ (14,302.59)	\$ -	\$ 38,357.40
401	33	CAPITAL PROJECTS FUND	\$ (508,607.05)	\$ -	\$ (1,440.00)	\$ (95,115.46)	\$ (605,162.51)
405	34	IN-LIEU LOW/MOD HOUSING FUND	\$ 54,254.40	\$ -	\$ (317.20)	\$ -	\$ 53,937.20
501	37	REFUSE FUND	\$ (290,133.47)	\$ 1,042,800.93	\$ (272,408.82)	\$ -	\$ 480,258.64
505	38	CNG FUELING STATION FUND	\$ -	\$ -	\$ -	\$ -	\$ -
601	39	HEALTH & WELFARE INS. FUND	\$ (448,440.61)	\$ 196.13	\$ 45,531.53	\$ 340,827.57	\$ (61,885.38)
605	40	RISK MANAGEMENT FUND	\$ 1,689,232.63	\$ 98,372.14	\$ (120,919.96)	\$ 315,947.08	\$ 1,982,631.89
610	41	EQUIPMENT REPLACEMENT FUND	\$ 14,269.53	\$ 12,271.00	\$ -	\$ -	\$ 26,540.53
615	42	INFORMATION TECHNOLOGY FUND	\$ -	\$ -	\$ -	\$ -	\$ -
701	44	TRUST & AGENCY FUND	\$ 610,492.35	\$ 128,492.91	\$ (41,273.22)	\$ 600.00	\$ 698,312.04
715	47	COMMUNITY FAC. DISTRICT FUND	\$ 35,622.21	\$ -	\$ -	\$ -	\$ 35,622.21
TOTAL PER GENERAL LEDGER			\$ 5,025,684.82	\$ 6,733,873.05	\$ (4,792,241.24)	\$ (6,109.79)	\$ 6,961,206.84

*Journal entries may include interest income, budgeted transfers between funds, and expenses such as E-V Spark payments and bank fees

CITY OF PLACENTIA TREASURER'S REPORT
DEFICIT CASH TRANSFERS
AS OF December 31, 2018 (Preliminary)

FINANCE

DEFICIT CASH BALANCES						
Fund	Deficit Amount	Asset Seizure	Sewer Maintenance	Special Deposits	Risk Management	Total Funding Source
State Gas Tax	(33,886.35)		33,886.35			33,886.35
Housing Successor Agency	(154,342.76)		154,342.76			154,342.76
PEG fund	(27,721.30)		27,721.30			27,721.30
Successor Agency	(21,340.38)		21,340.38			21,340.38
Asset Seizure 15% Training	(110,341.54)	110,341.54				110,341.54
Gen Plan Update Fees	(10,390.25)		10,390.25			10,390.25
Public Safety Mitigat	(34,129.59)				34,129.59	34,129.59
City Pub Safety Impact Fee	(149,273.66)	78,837.51		70,436.15		149,273.66
CDBG Fund	(88,258.20)		88,258.20			88,258.20
City Capital Projects	(605,162.51)			605,162.51		605,162.51
Employee Health & Welfare	(61,885.38)		61,885.38			61,885.38
Total Transfers	(1,296,731.92)	189,179.05	397,824.62	675,598.66	34,129.59	1,296,731.92
Cash Balance <i>Before</i> Transfer		189,179.05	1,227,518.24	698,312.04	1,982,631.89	4,097,641.22
Cash Available <i>After</i> Transfer		-	829,693.62	22,713.38	1,948,502.30	2,800,909.30

CITY OF PLACENTIA TREASURER'S REPORT
CERTIFICATION
AS OF December 31, 2018 (Preliminary)

TREASURER'S REPORT

3 Month Projected Cash Revenues (Jan - Mar):	\$ 8,700,000
3 Month Projected Cash Requirements (Jan - Mar):	\$ 7,500,000

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

Submitted By:

Kim Krause
Kim Krause, Finance Director

Approved By:

Kevin A. Larson
Kevin A. Larson, City Treasurer

**CITY OF PLACENTIA TREASURER'S REPORT
CASH AND INVESTMENT SUMMARY
AS OF DECEMBER 31, 2018**



Cash Accounts Held by City

Financial Agency	Account Type	Current Yield	Purchase Date	Maturity Date	Purchase Price	Market Value
Bank of America	General Checking Workers	N/A	N/A	On Demand	\$ 46,678.11	\$ 46,678.11
Bank of America	Compensation	N/A	N/A	On Demand	\$ 34,672.67	\$ 34,672.67
Bank of America	Health Care	N/A	N/A	On Demand	\$ 2,534.45	\$ 2,534.45
Bank of America	Successor Agency	N/A	N/A	On Demand	\$ 56.21	\$ 56.21
Banc of California	General Checking	N/A	N/A	On Demand	\$ 7,175,811.33	\$ 7,175,811.33
Multi-Bank Securities	Cash Account	N/A	N/A	On Demand	\$ 302.05	\$ 302.05
Total Cash Held by City:					\$ 7,260,054.82	\$ 7,260,054.82

Investment Accounts Held by City

Financial Agency	Account Type	Current Yield	Purchase Date	Maturity Date	Purchase Price	Market Value
Local Agency Investment Fund (LAIF)	State Investment Pool	1.52%	N/A	On Demand	\$ 683,001.56	\$ 683,001.56
Multi-Bank Securities Ally Bank	Certificate of Deposit	1.45%	2/4/2016	2/4/2019	\$ 245,000.00	\$ 244,850.55
Multi-Bank Securities American Federal Bank	Certificate of Deposit	1.50%	2/10/2016	2/10/2020	\$ 245,000.00	\$ 241,616.55
Multi-Bank Securities Morgan Stanley	Certificate of Deposit	2.50%	2/1/2018	2/1/2021	\$ 245,000.00	\$ 242,177.60
Multi-Bank Securities Goldman Sachs	Certificate of Deposit	2.00%	2/3/2016	2/3/2021	\$ 245,000.00	\$ 239,698.20
Weighted Average Yield of Investments:		1.72%	Total Investments Held by City:		\$ 1,663,001.56	\$ 1,651,344.46

Total Cash and Investments Held by City: **Purchase Price** **Market Value**
\$ 8,923,056.38 **\$ 8,911,399.28**

General Fund
Cash Balance as of December 31, 2018: **\$ 243,572.00**
Prior Year Cash Balance as of December 31, 2017: **\$ (180,663.77)**
Net Change in General Fund Cash Balance Compared to Prior Year: **\$ 424,235.77**

3 Month Projected Cash Requirements (January to March): **\$ 7,500,000.00**
3 Month Projected Cash Revenues (January to March): **\$ 8,700,000.00**



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF DEVELOPMENT SERVICES

DATE: FEBRUARY 19, 2019

SUBJECT: **RESOLUTION OF INTENT TO ESTABLISH AN ENHANCED INFRASTRUCTURE FINANCING DISTRICT (EIFD)**

FISCAL
IMPACT: \$8.2 Million in Property Tax Increment Revenue Over 20 Years

SUMMARY:

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

EIFDs can aid local government entities in funding public capital facilities, or other specified projects of communitywide significance, primarily by capturing tax increment revenue (TI) generated within the district. EIFDs provide an opportunity for agencies to issue bonds for an array of public infrastructure projects as well as supporting economic development efforts in specific areas. Those areas of particular interest to Placentia are in the newly established Old Town Placentia Revitalization Plan area. This action and in accordance with EIFD law, is to adopt a Resolution of Intention (ROI) proposing the establishment of the Placentia Enhanced Infrastructure Financing District (Placentia EIFD) with the County of Orange and to initiate proceedings to form an EIFD within City boundaries.

RECOMMENDATION:

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

1. Adopt Resolution No. R-2019-XX, A resolution of intent of the City Council of the City of Placentia, California proposing to establish Placentia Enhanced Infrastructure Financing District to finance the construction and/or acquisition of capital improvements, establishing a Public Financing Authority, and authorizing certain other actions related thereto; and

3. e.
February 19, 2019

2. Authorize the City Administrator, or his designee, to execute all documents necessary, in a form approved by the City Attorney.

DISCUSSION:

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

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

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

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

Southern California Association of Governments

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

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

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

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

After various meetings with County Executive Staff, and upon conducting their due diligence in review of the proposed EIFD, they have indicated that they support the establishment of a joint City/County EIFD. Moreover, they have indicated that they will be presenting a formal EIFD policy to the Board of Supervisors, that if implemented, would be utilized Countywide for other cities to consider partnering with the County on an establishment of an EIFD. Subsequent to County adoption of the Policy, County staff will present to the Board of Supervisors their recommendation to participate in the Placentia EIFD, a partnership between the City and the County, which would be the first of its kind in the State.

Proposed Placentia EIFD Area

The Proposed Placentia EIFD tax increment area is a developing area of the City within the Old Town Placentia area, the TOD Packing House District, and parcels south of the TOD Packing House District and adjacent to the 57 freeway, as more fully described in Attachment 1. Land use designations in the Placentia EIFD Map include residential, commercial, industrial, open space and parks. The proposed area contains over 300 parcels, which is approximately 7.1% of the City's total 4,243 acres. The existing assessed value is approximately \$365 million, which is approximately 5.9% of the City's total of approximately \$6.1 billion. Within this area, it is projected to have approximately \$460 million in new development value. In summary, the newly established Old Town Revitalization Plan, the TOD Packing House District, the prime industrial lands, and the planned hospitality areas make this area the City's prime location for establishing an EIFD. Collectively the TI partnership with the County in this proposed EIFD area will generate approximately \$8.2 million in available funds to dedicate toward the Old Town Revitalization Plan area. More specifically, the proceeds will completely fund the infrastructure outlined within the Old Town Streetscape Master Plan previously adopted by the City Council in 2017.

Initial Steps to Form EIFD

In consultation with the City Attorney's office, acting as EIFD formation counsel, and based upon state law (Government Code commencing with Section 53398.50 *et seq.*) the initial proceedings to form the Placentia EIFD include City Council approval of a resolution: (1) stating the City Council's intention to form the EIFD (the Resolution of Intention, or ROI); (2) creating the PFA; and (3) establishing the criteria for the PFA's public members. These initial steps, including the ROI, provide the framework for forming the district and constitute the start of the public notification process.

Resolution of Intention

The Resolution of Intention (ROI) proposing the establishment of the Placentia EIFD describes the following:

- **The boundaries of the proposed Placentia EIFD** - The Placentia EIFD boundaries include the entire Old Town Placentia and TOD Packing House District. A map showing the boundaries is included as Attachment 1.
- **The types of public facilities and development proposed to be financed by the Placentia EIFD** - The ROI states that the Placentia EIFD is intended to fund transit-supportive infrastructure, including improvements to bicycle and pedestrian connectivity, sidewalks, landscaping, signage, lighting, beautification, public safety access, parking, roadway, circulation, open space, water, sewer and other utility capacity improvements.
- **The need for the Placentia EIFD and the goals to be achieved** - The Placentia EIFD is necessary to promote economic development and support the provision of needed public infrastructure. Public infrastructure needs contain an estimated \$8 - 9 million funding gap, and the Placentia EIFD can make a meaningful contribution to addressing the gap, thereby assisting with implementation of approved plans.
- **The tax increment revenue from the City that may be used to finance the Placentia EIFD** - All City property tax increment revenue generated within the Placentia EIFD boundary, above the base year may be allocated to the Placentia EIFD (approximately 46% of future property tax increment is proposed to be dedicated to the EIFD over a 20-year period).
- **The time and place for a public hearing on the proposed Placentia EIFD to be conducted by the Public Financing Authority** – The public hearing is scheduled on June 18, 2019 in the City Council Chambers.

Public Financing Authority and Appointments Process

Under EIFD law, the PFA is the governing board of the Placentia EIFD. Though the County has expressed interest in partnering with the City as a contributing taxing entity, they have not yet taken all of the formal steps required by law to finalize that decision. Therefore, initially and pursuant to EIFD law, the PFA's membership would be comprised initially of the Mayor, two members of the City Council appointed by the City Council, and two public members selected by the City Council. Members shall serve at the pleasure of the City Council and shall serve until their successor assumes office.

The ROI also provides for a slightly different composition of the PFA governing board, should the County take formal action to participate in the Placentia EIFD. In that case the PFA's membership would be comprised of the Mayor, one member of the City Council appointed by the City Council, a member of the County Board of Supervisors, a public member selected by the City Council, and a member of the public selected by the Orange County Board of Supervisors. Members shall serve at the pleasure of their respective appointing legislative bodies and shall serve until their successor assumes office.

The members are subject to compliance with the EIFD Law and Government Code Section 54974.

Infrastructure Financing Plan

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

Preliminary Projected Tax Increment Updates

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

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

Based on this analysis, the City's contribution is ~46% of its share of property tax increment (~6.3 out of 13.6 cents on the dollar) within the district or \$8.2 million total over 20 years. The County's contribution is ~46% of its share (~2.7 out of 5.9 cents) within the district or \$3.5 million total over 20 years.

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

Preliminary Bonded Indebtedness

Kosmont Transaction Services provided a preliminary bonded indebtedness analysis with County's participation and estimated EIFD revenues. The preliminary \$8.2 million infrastructure loan is over the course of 20 years. A total of \$11.7 million (principle and interest) repaid over 20 years will include an annual payment of \$560,000 - \$600,000 for the initial \$8.2 million infrastructure loan.

Financial Implication of Establishing Placentia EIFD

Kosmont concluded several regional financial implications for the establishment of the Placentia EIFD, including providing essential regional transportation infrastructure improvements, improved regional competitiveness for federal/state grant funds and supports County's Comprehensive Economic Development Strategy (e.g. job creation, quality of life improvement, promote environmental sustainability). Locally, based on Kosmont gross economic impact analysis,

approximately 3,900+ construction jobs will be created, 1,150+ permanent jobs will be created, \$800+ million in economic output from construction, and \$164+ million in annual ongoing economic output. The resulting overall establishment of the Placentia EIFD will have created an acceleration of development and related fiscal revenues in the amount of approximately \$22 million in net fiscal impact to the City and \$15 million in net fiscal benefit to the County (present value net fiscal benefit over 50 years).

Community Participation and Public Outreach Efforts

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

EIFD Key Steps and Targeted Timeline

The following provides a timeline of the key steps involved in forming the proposed Placentia EIFD:

Description	Agency	Date
City Council adoption of resolution of intent to form EIFD, creating Public Financing Authority (PFA)	City	February 19, 2019
County Board resolution of intent to cooperate with City, providing summary of currently proposed terms of participation (voluntary action; not a mandatory resolution per EIFD legislation)	County	March, 2019
PFA drafts Infrastructure Financing Plan (IFP)	City	March – April, 2019
Distribute draft IFP to property owners and affected taxing entities (with existing CEQA documentation, e.g. general plan and specific plan EIR / MND / etc.)	City	By April 30, 2019 (at least 60 days in advance of PFA public hearing to approve IFP)
Four (4) weeks (at least once per week) of public noticing for PFA public hearing in newspaper of general circulation	City	June 18, 2019
City Council and County Board independently adopt resolution(s) approving draft IFP	City/County	By July 1, 2019
PFA conducts public hearing to approve IFP and form EIFD	City	July, 2019 (target before August for FY 18-19 Base Year)
Filings with Board of Equalization (BOE) per guidelines from Board for Change of Jurisdictional Boundaries	City	By December 1, 2019

FISCAL IMPACT:

As described above, preliminarily, it is projected that \$8.2 million could be generated through bond proceeds over the 20-year term of the proposed Placentia EIFD, to help fund core public infrastructure needed to support Placentia's growth. The City's contribution is ~46% of its share of property tax increment (~6.3 out of 13.6 cents on the dollar) within the district or \$8.2 million total over 20 years. The County's contribution is ~46% of its share (~2.7 out of 5.9 cents) within the district or \$3.5 million total over 20 years.

While the Placentia area would benefit from the infrastructure improvements, the formation of the EIFD would result in a reallocation of TI (i.e., the City's share of taxes levied on property within the district boundaries on that portion of the taxable valuation over and above the taxable valuation of the base year property tax roll) from the General Fund to pay for the Placentia infrastructure improvements. While this contribution will be dedicated, it should be noted that the City is only proposing a 20-year EIFD, even though under state law, up to 45 years of TI contribution is authorized. This is purposeful and is designed to demonstrate a conservative partnership and contribution from both agencies for a very specific purpose (Old Town Streetscape Master Plan Infrastructure), which will reap a significant return on investment for each agency.

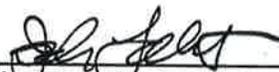
The aforementioned TI projections are based upon various assumptions made utilizing the future growth potential of the residential, commercial, and industrial development sectors in the area. Once the EIFD has terminated, the property tax increment revenue allocated to the EIFD will flow back into the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

Prepared by:



Jeannette Ortega
Assistant to the City Administrator/
Economic Development Manager

Reviewed and approved:



Joseph M. Lambert
Director of Development Services

Reviewed and approved:



Kim Krause
Finance Director

Reviewed and approved:

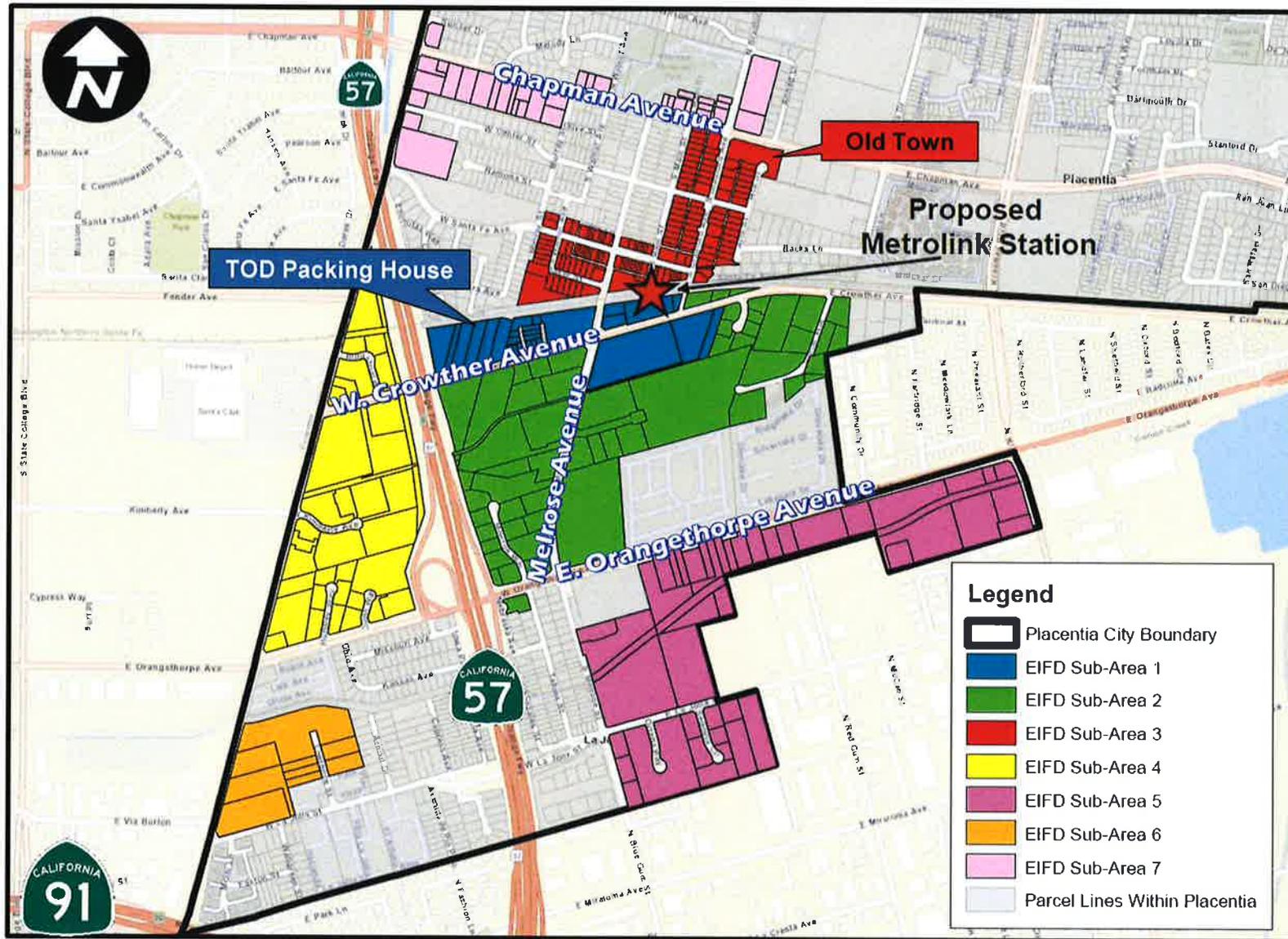


Damien R. Arrula
City Administrator

Attachments:

1. Proposed Boundaries of the Placentia EIFD
2. Resolution No. R-2019-XX

Proposed Boundaries of the Placentia EIFD (300+ Acres)



Source: City of Placentia, ArcGIS (2018)

ATTACHMENT 1

RESOLUTION NO. R-2019-05

A RESOLUTION OF INTENT OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA PROPOSING TO ESTABLISH PLACENTIA ENHANCED INFRASTRUCTURE FINANCING DISTRICT TO FINANCE THE CONSTRUCTION AND/OR ACQUISITION OF CAPITAL IMPROVEMENTS, ESTABLISHING A PUBLIC FINANCING AUTHORITY, AND AUTHORIZING CERTAIN OTHER ACTIONS RELATED THERETO

A. Recitals

(i). Pursuant to Chapter 2.99 of Part 1 of Division 2 of Title 5 of the California Government Code (commencing with Section 53398.50) (the "EIFD Law"), the City Council of the City of Placentia ("Council") is authorized to initiate the process to establish an Enhanced Infrastructure Financing District ("EIFD"); and

(ii). In accordance with Section 53398.54, the City has complied with the prerequisites prior to initiating the creation of or participating in the governance of the EIFD and will provide the required certification to the Department of Finance in accordance with EIFD Law; and

(iii). The Council proposes the establishment of an EIFD to finance certain public facilities; and

(iv). The proposed boundaries of the EIFD are identified on a map entitled "Proposed Boundaries of Placentia EIFD" a copy which is on file in the office of the City Clerk, and

(v). The EIFD will be formed by a Public Finance Authority ("PFA") which will be the governing board of the EIFD and will be responsible for implementing the Infrastructure Financing Plan ("IFP").

B. Resolution

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

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

Section 2. Intention and Proposal to Establish Enhanced Infrastructure Financing District. The Council proposes and intends to cause the establishment of an EIFD under the provisions of EIFD Law.

Section 3. Name of Enhanced Infrastructure Financing District. The name proposed for the EIFD is "Placentia Enhanced Infrastructure Financing District".

Section 4. Description of Boundaries. The proposed boundaries of the EIFD are as shown on the map of the EIFD on file in the office of the City Clerk, which boundaries are hereby preliminarily approved and to which map reference is hereby made for further particulars.

Section 5. Description of Facilities. The types of public facilities proposed to be financed by the EIFD and pursuant to the EIFD Law are transit-supportive infrastructure, including improvements to bicycle and pedestrian connectivity, sidewalks, landscaping, signage, lighting, beautification, public safety access, parking, roadway, circulation, open space, water, sewer and other utility capacity improvements, including those listed as facilities on Exhibit A, attached hereto and incorporated herein (the "Facilities").

Section 6. Necessity of EIFD and Goal. The Council hereby finds that the EIFD is necessary for the area within the boundaries of the EIFD and the City. The Council's goal for the EIFD is to create the means by which to assist in the provision of public facilities of communitywide significance that provide significant benefits and promote economic development within the boundaries of the EIFD or the surrounding community and, for those facilities located outside the EIFD boundaries, also have a tangible connection to the EIFD.

Section 7. Use of Incremental Tax Revenues. The Council hereby declares that, pursuant to the EIFD Law and if approved by resolution pursuant to Government Code Section 53398.68, incremental property tax revenue from the City of Placentia and County of Orange may finance the Facilities. The incremental property tax financing will be described in an IFP to be prepared for the PFA and the Council under the EIFD Law.

Section 8. Establishment of Public Financing Authority.

- A. The Council hereby establishes a Public Financing Authority to serve as the governing board of the EIFD. The PFA membership shall be comprised initially of the Mayor, two members of the City Council appointed by the City Council, and two public members selected by the City Council. Members shall serve at the pleasure of the City Council and shall serve until their successor assumes office.
- B. The Council further declares that should the County of Orange agree to participate as a taxing entity, then the PFA membership shall be comprised initially of the Mayor, one member of the City Council appointed by the City Council, a member of the County Board of Supervisors, a public member selected by the City Council, and a member of the public selected by the Orange County Board of Supervisors. Members shall serve at the pleasure of their respective appointing legislative bodies and shall serve until their successor assumes office.
- C. The members are subject to compliance with the EIFD Law and Government Code Section 54974.

Section 9. Preparation of Infrastructure Financing Plan. The Council hereby requests the PFA to direct City staff to work with Southern California Association of Governments and Kosmont Companies to prepare the IFP in accordance with the EIFD Law.

Section 10. Distribution of Infrastructure Financing Plan. The Council hereby directs the City staff to distribute the IFP to each owner of land within the boundaries of the EIFD and each affected taxing entity, together with any reports required by the California Environmental Quality Act. The Council hereby authorizes City staff to also distribute the IFP to the PFA and the City's Planning Commission.

Section 11. Public Hearing. The Council hereby establishes June 18, 2019 at the hour of 7:00 p.m., or as soon as possible thereafter as the matter may be heard, at the Council Chambers, 401 E. Chapman Avenue, Placentia, California, as the time and place, when and where the PFA will conduct a public hearing on the proposed establishment of the EIFD and the IFP.

Section 12. Mailing and Publication of Notice. The City Clerk is hereby directed to mail a copy of this Resolution to the PFA and each owner of land (as defined in the EIFD Law) within the EIFD and to each affected taxing entity (as defined in the EIFD Law). In addition, the City Clerk is hereby directed to cause notice of the public hearing to be published not less than once a week for four successive weeks in a newspaper of general circulation published in the City. The notice shall state that the EIFD will be used to finance public works, briefly describe the Facilities, briefly describe the proposed financial arrangements, including the proposed commitment of incremental tax revenue, describe the boundaries of the proposed EIFD and state the day, hour, and place, when and where any persons having any objections to the proposed IFP, or the regularity of any of the prior proceedings, may appear before the PFA and object to the adoption of the proposed IFP.

Section 13. Establishment of EIFD. This Resolution in no way obligates the PFA to establish the EIFD. The establishment of the EIFD is subject to the approval of the PFA by resolution and an ordinance following the holding of the public hearing referred to above.

Section 14. Severability. If any section, subsection, phrase or clause of this Resolution is for any reason found to be invalid, such section, subsection, phrase or clause shall be severed from, and shall not affect the validity of, all remaining portions of this Resolution that can be given effect without the severed portion.

Section 15. General Authorization. The City Clerk and all other officers and agents of the City are hereby authorized and directed to take all actions necessary or advisable to give effect to the transactions contemplated by this Resolution.

Section 16. That the Mayor shall sign and the City Clerk shall attest to the passage and adoption of this Resolution.

APPROVED and ADOPTED this 19th day of February 2019.

Rhonda Shader, Mayor

ATTEST:

Patrick J. Melia, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Patrick J. Melia, City Clerk of the City of Placentia do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 19th day of February 2019 by the following vote:

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

Patrick J. Melia, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

Old Town Placentia Revitalization Streetscape Master Plan

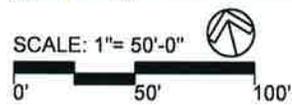
*Prepared by NUVIS Landscape Architecture
for the City of Placentia*



City of Placentia ♦ 401 E. Chapman Avenue ♦ Placentia, CA 92870 ♦ (714) 993-8117



- Site Amenities Legend**
- Tree Grates
 - Backed Benches
 - Trash/Recycle Receptacles
 - Bike Rack
 - Bollards
 - Removable Bollards
 - Street/Pedestrian Lights with Banners
 - Decorative Traffic Signals
 - Mosaic Art Pieces
 - Cantilever Gateway Signage



Santa Fe - Walnut Ave. to Melrose St.
 Old Town Placentia
 Placentia, CA

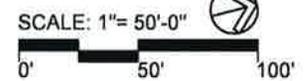
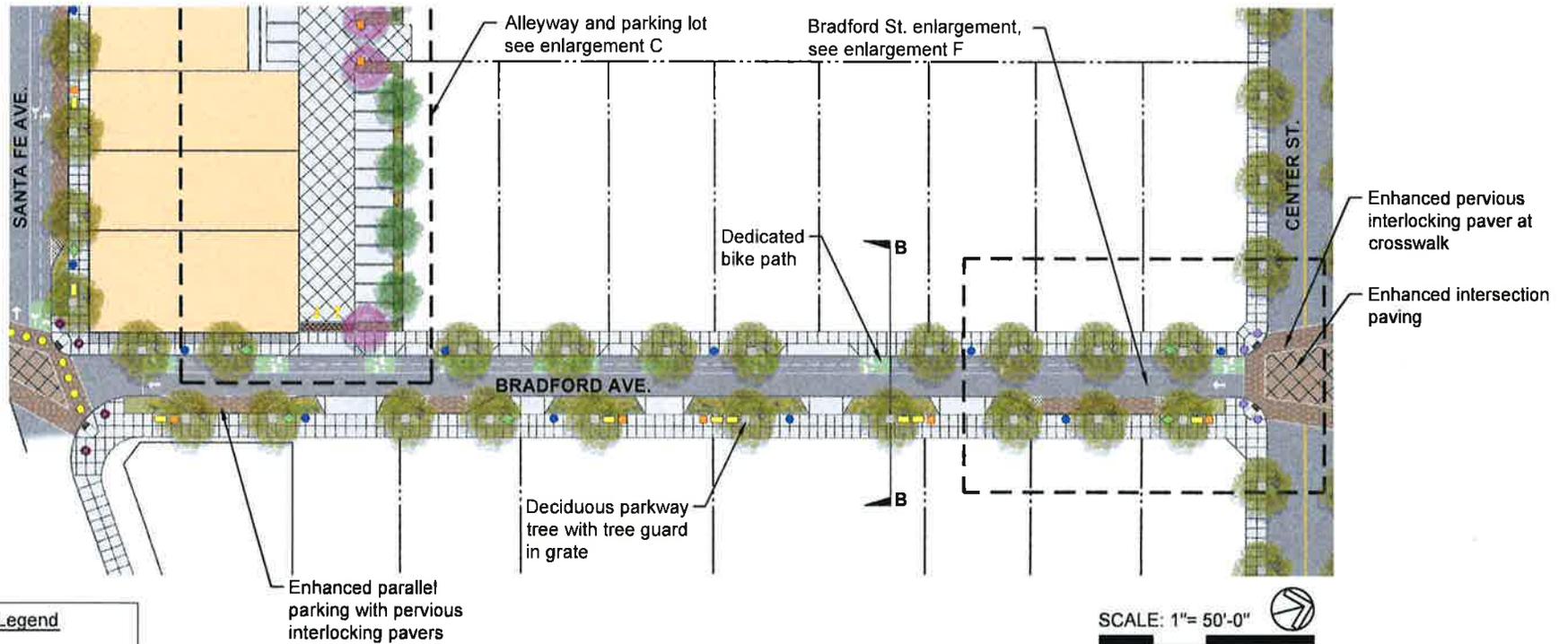


Santa Fe - Melrose St. to Bradford Ave.
Old Town Placentia
Placentia, CA

KEY MAP

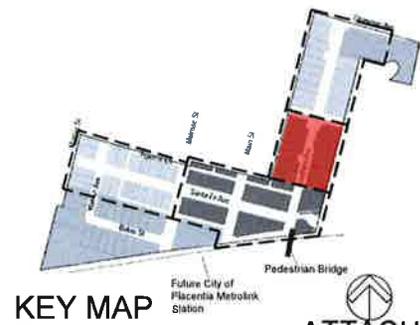
ATTACHMENT 2
FXHIRIT A





- Site Amenities Legend**
-  Tree Grates
 -  Backed Benches
 -  Trash/Recycle Receptacles
 -  Bike Rack
 -  Bollards
 -  Removable Bollards
 -  Street/Pedestrian Lights with Banners
 -  Decorative Traffic Signals
 -  Mosaic Art Pieces
 -  Cantilever Gateway Signage

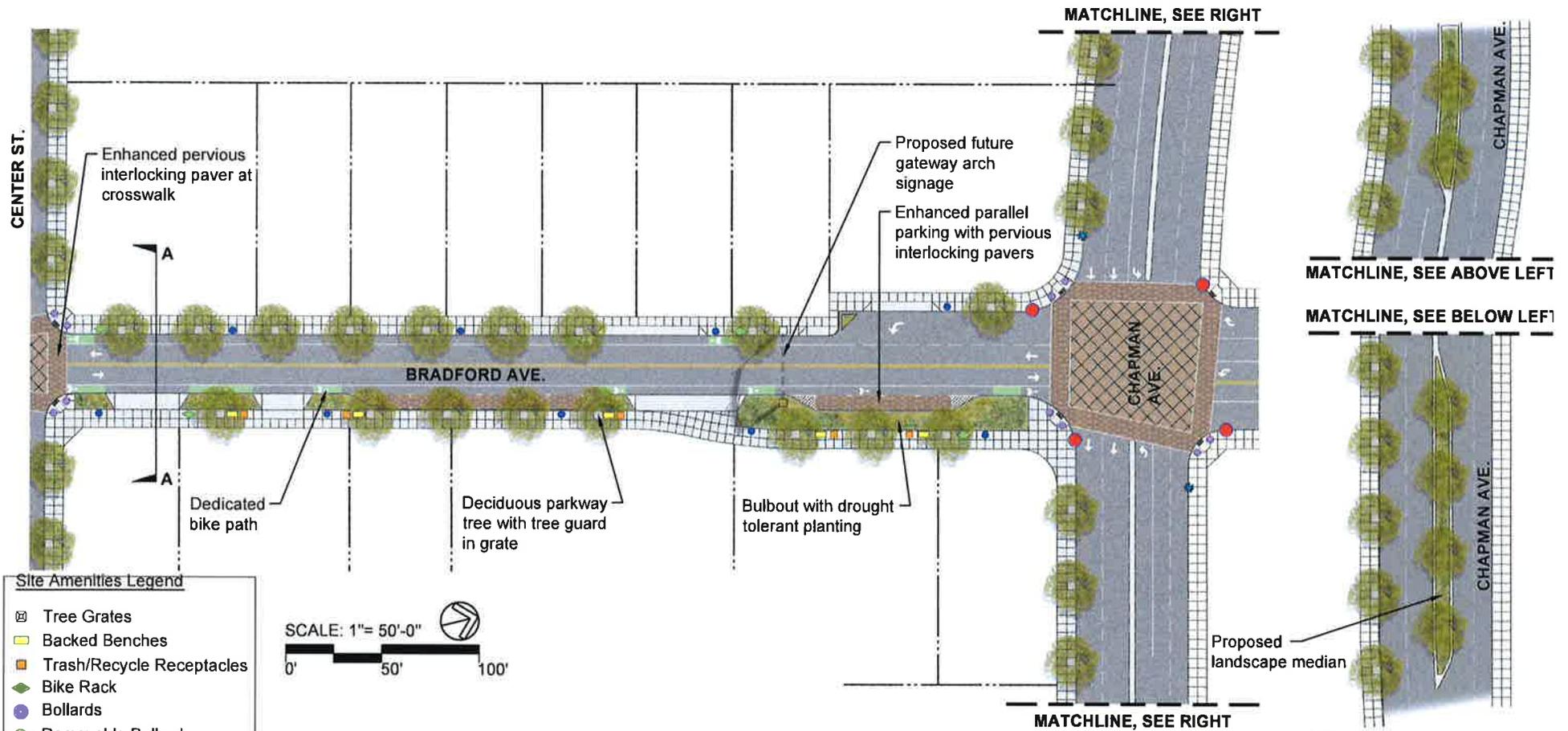
Bradford Avenue - Santa Fe to Center St.
Old Town Placentia
 Placentia, CA



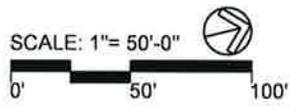
KEY MAP

ATTACHMENT 2
 EXHIBIT A





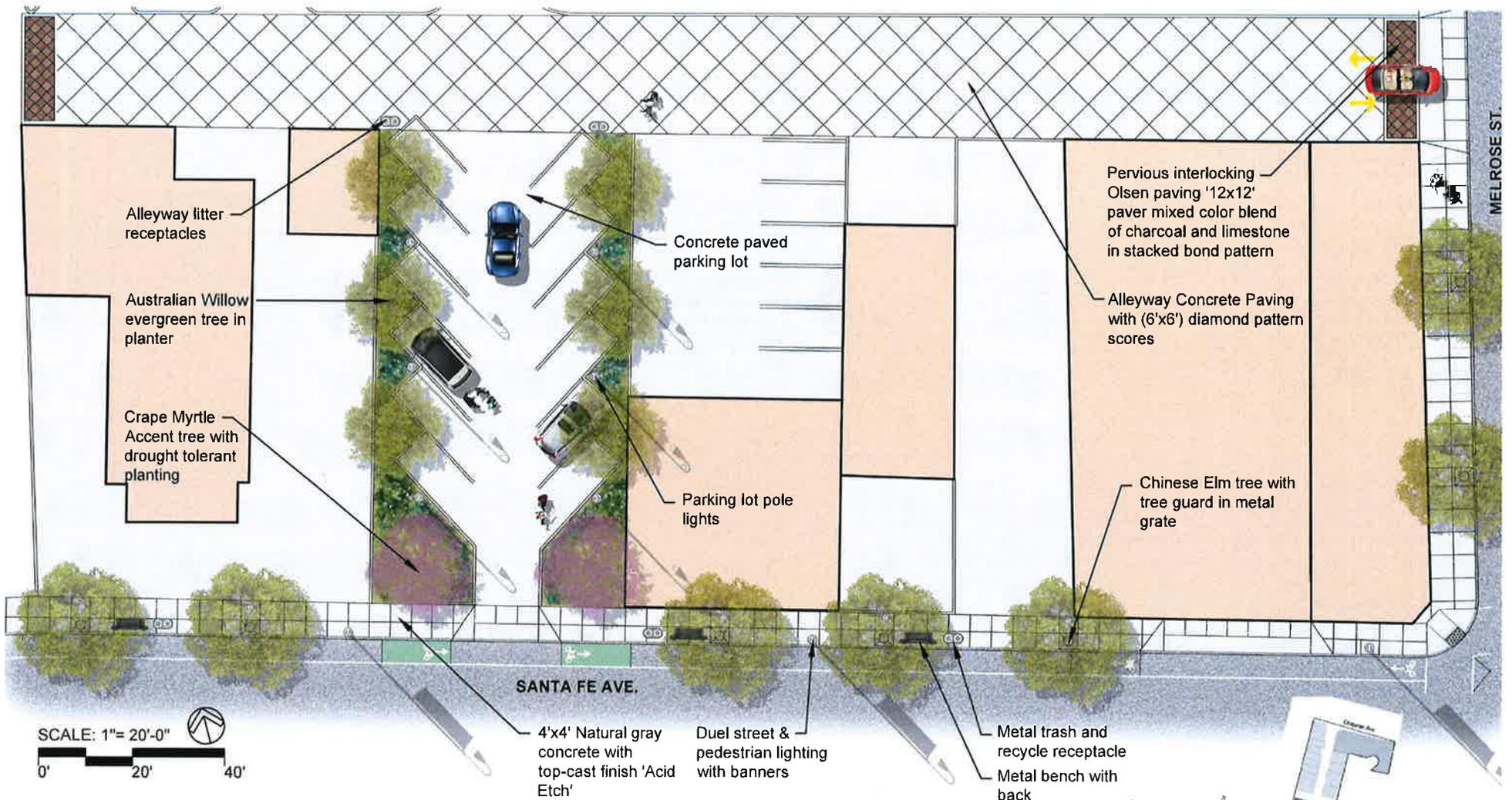
- Site Amenities Legend**
- Tree Grates
 - Backed Benches
 - Trash/Recycle Receptacles
 - Bike Rack
 - Bollards
 - Removable Bollards
 - Street/Pedestrian Lights with Banners
 - Decorative Traffic Signals
 - Mosaic Art Pieces
 - Cantilever Gateway Signage



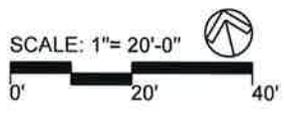
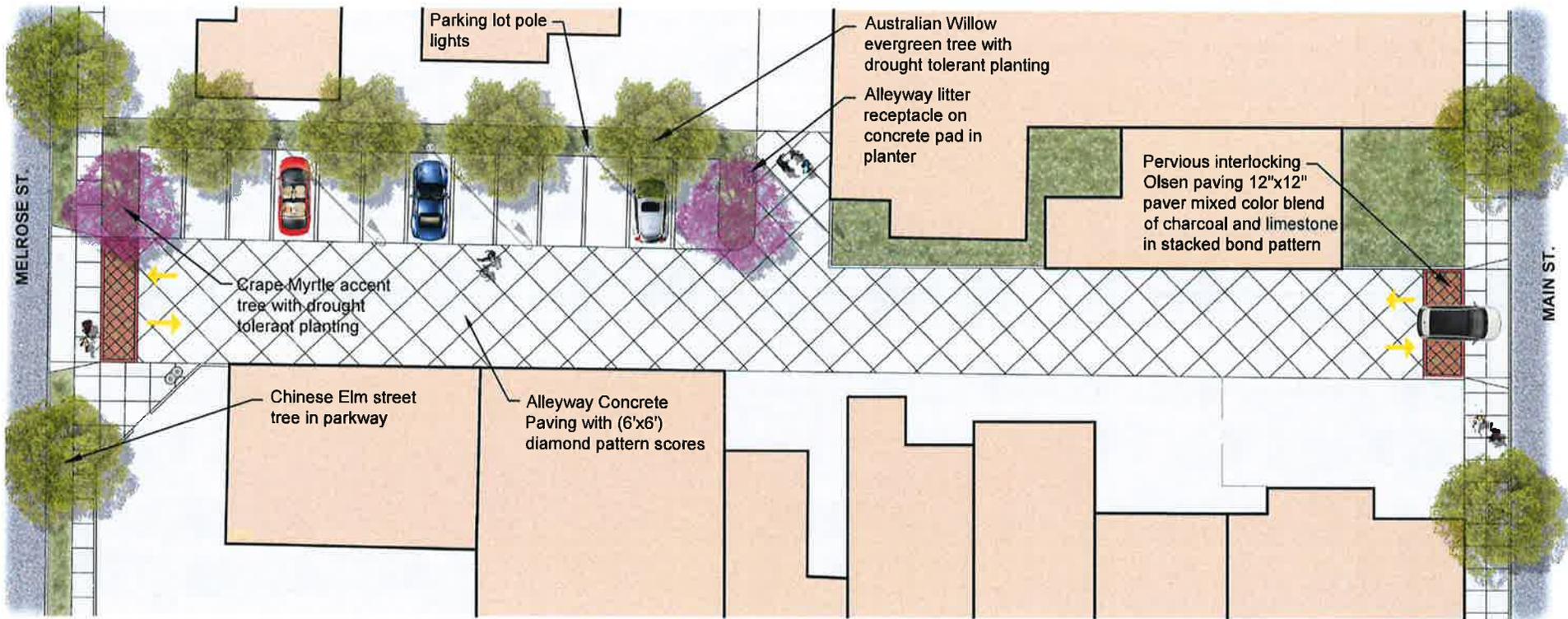
Bradford Ave. - Center St. to Chapman Avenue
Old Town Placentia
 Placentia, CA



KEY MAP



Enlargement A - Alleyway & Parking Lot
 Old Town Placentia
 Placentia, CA



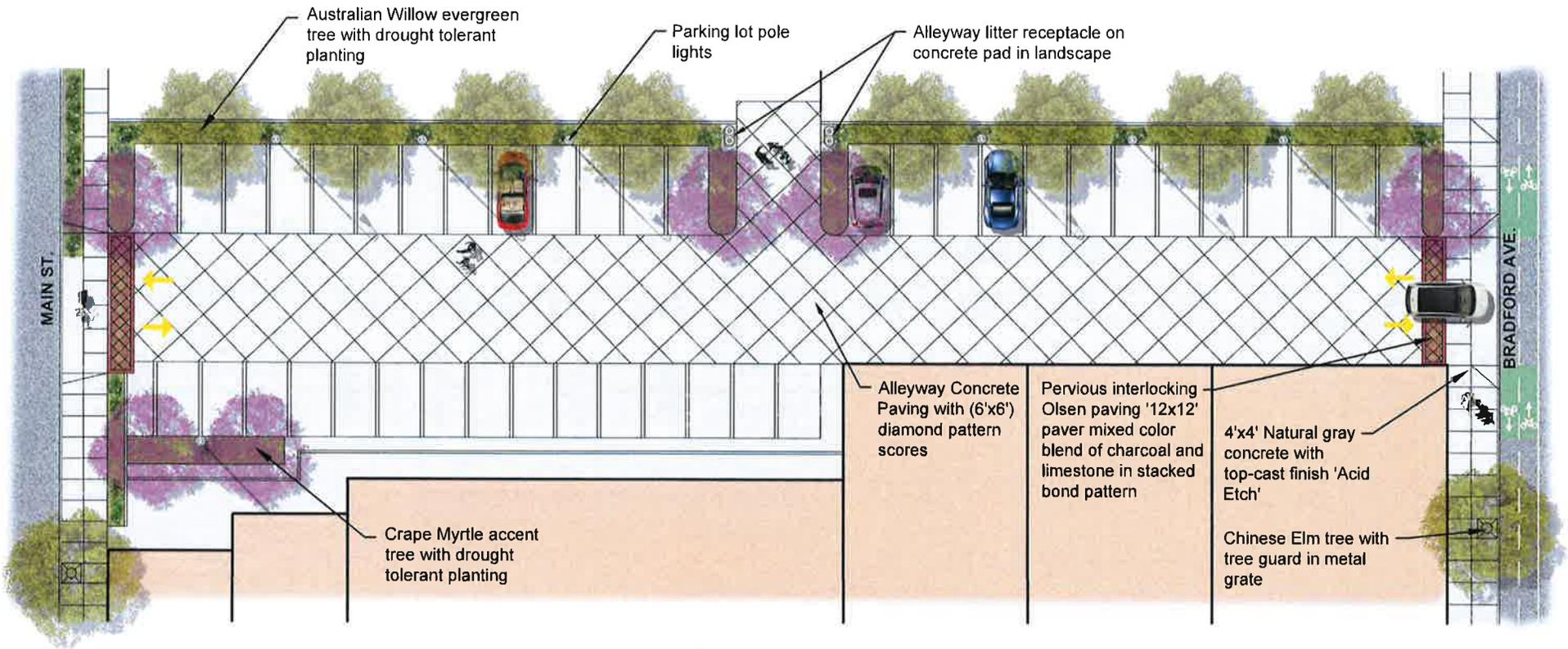
Enlargement B - Alleyway and Parking Lot
 Old Town Placentia
 Placentia, CA



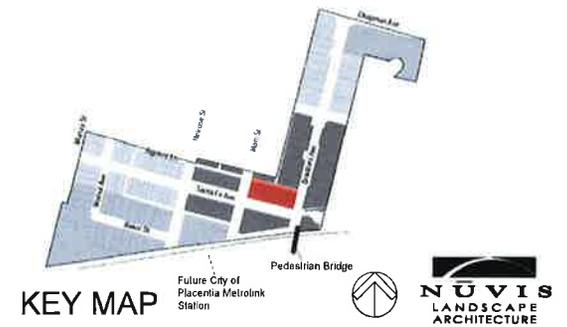
KEY MAP

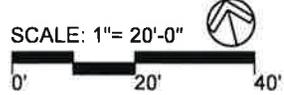
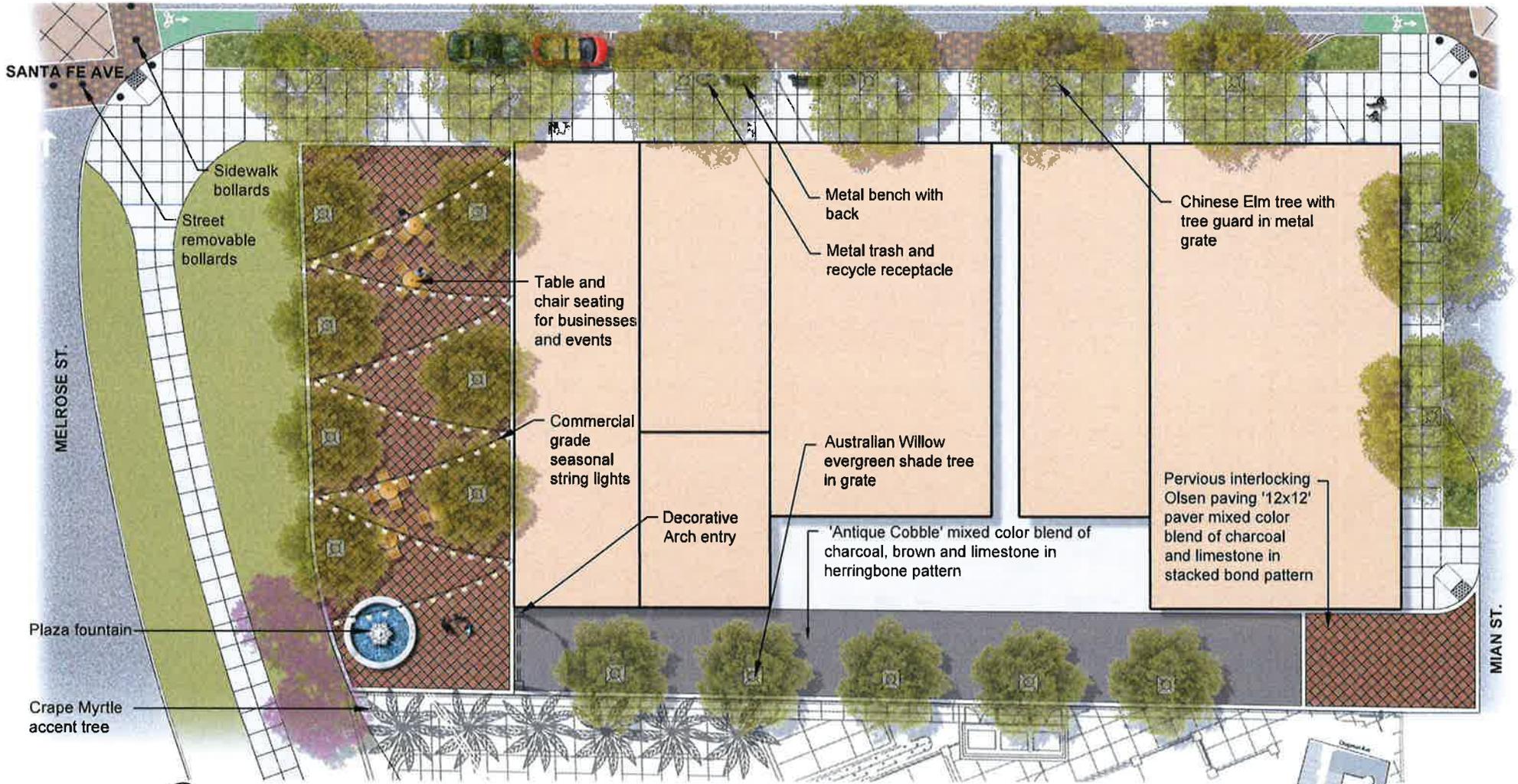


ATTACHMENT 2
 EXHIBIT A



Enlargement C - Alleyway and Parking Lot
 Old Town Placentia
 Placentia, CA





PROPOSED PARKING STRUCTURE

Enlargement D - Plaza Space and Alleyway
 Old Town Placentia
 Placentia, CA

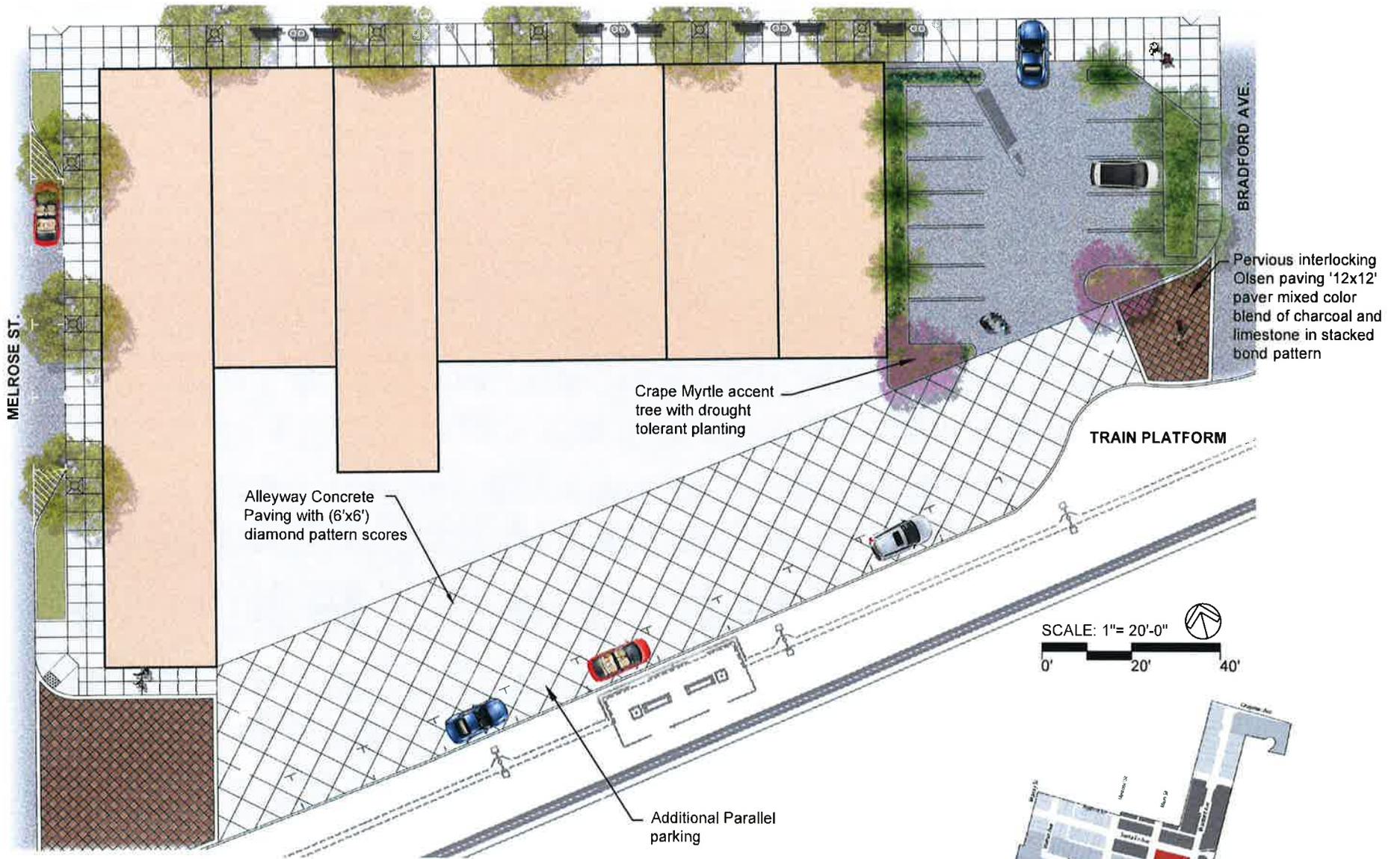
KEY MAP

Future City of Placentia Metrolink Station

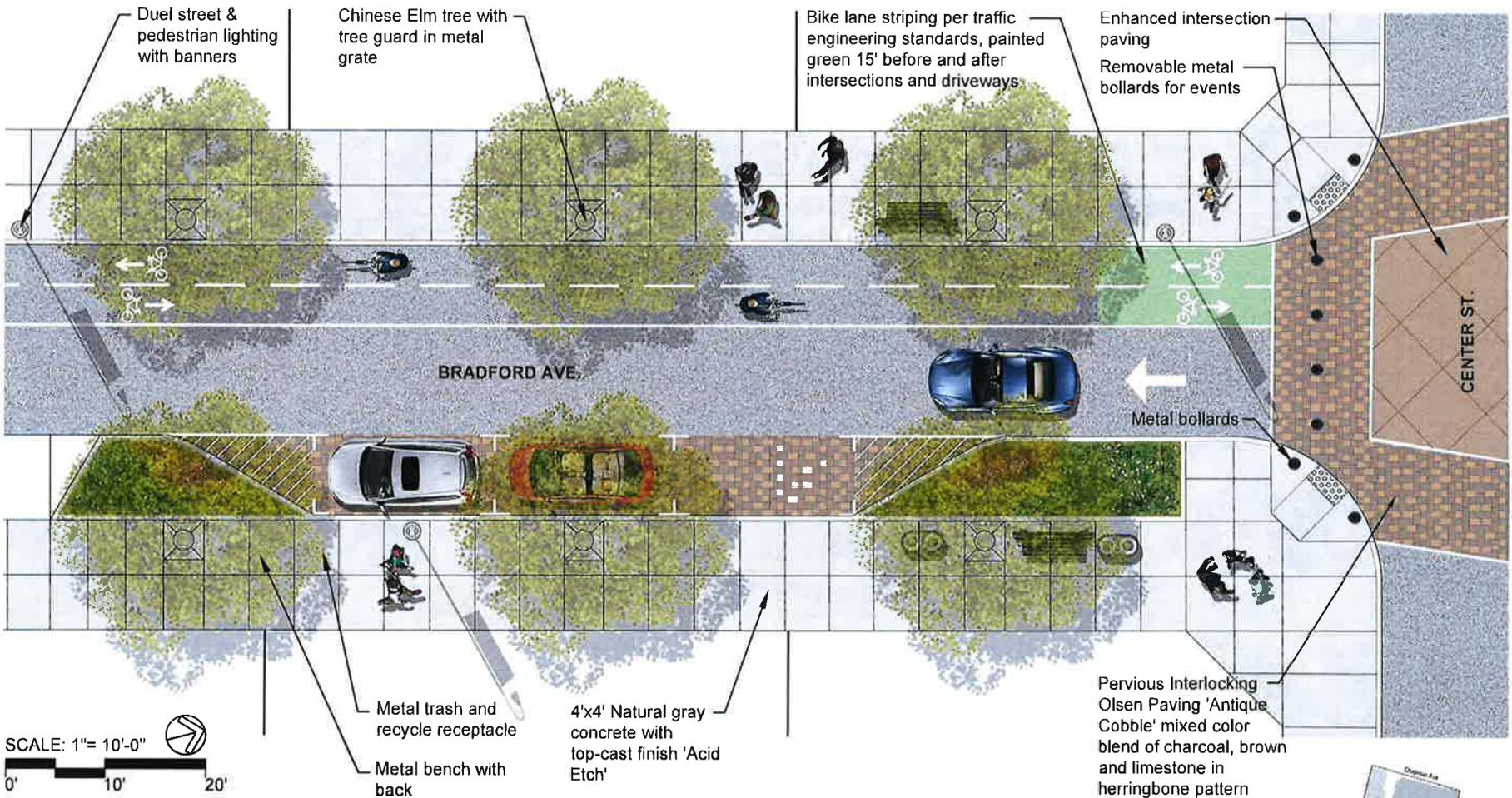
Pedestrian Bridge

NUVIS
 LANDSCAPE ARCHITECTURE

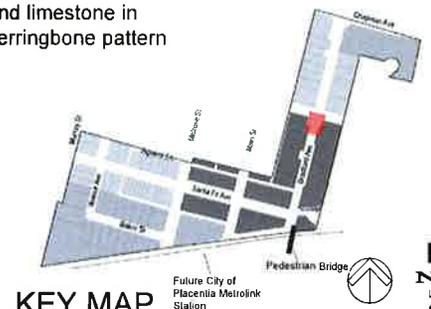
ATTACHMENT 2
EXHIBIT A



Enlargement E - One way street and Alleyway
 Old Town Placentia
 Placentia, CA



Enlargement F - Bradford Avenue
 Old Town Placentia
 Placentia, CA





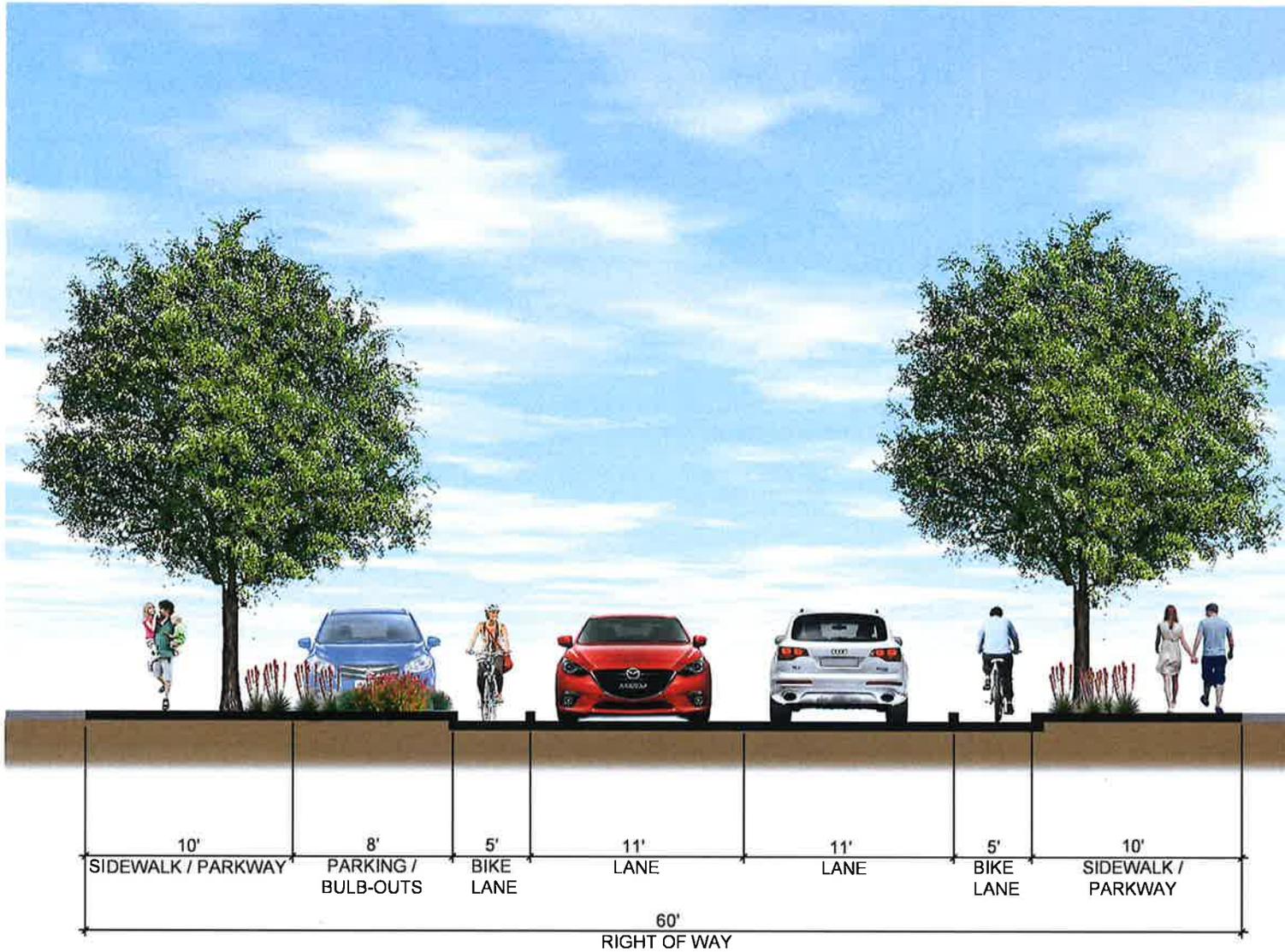
Simulation 1 - Bradford Avenue (Southbound)
OLD TOWN PLACENTIA
Placentia, CA



Simulation 2 - Bradford mid-way (Southbound)
OLD TOWN PLACENTIA
Placentia, CA

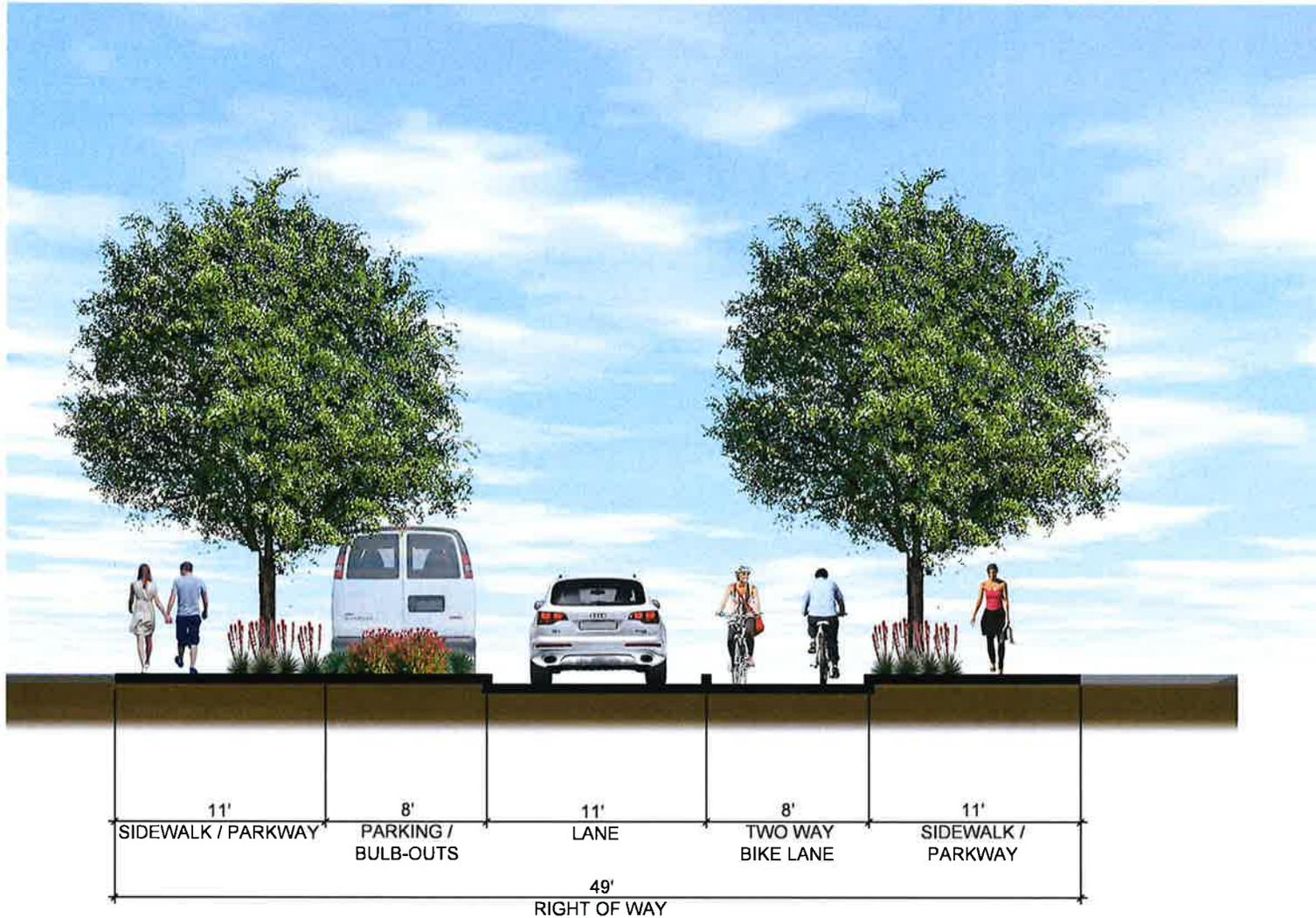


Simulation 3 (Alternative) - Santa Fe looking west
OLD TOWN PLACENTIA
Placentia, CA



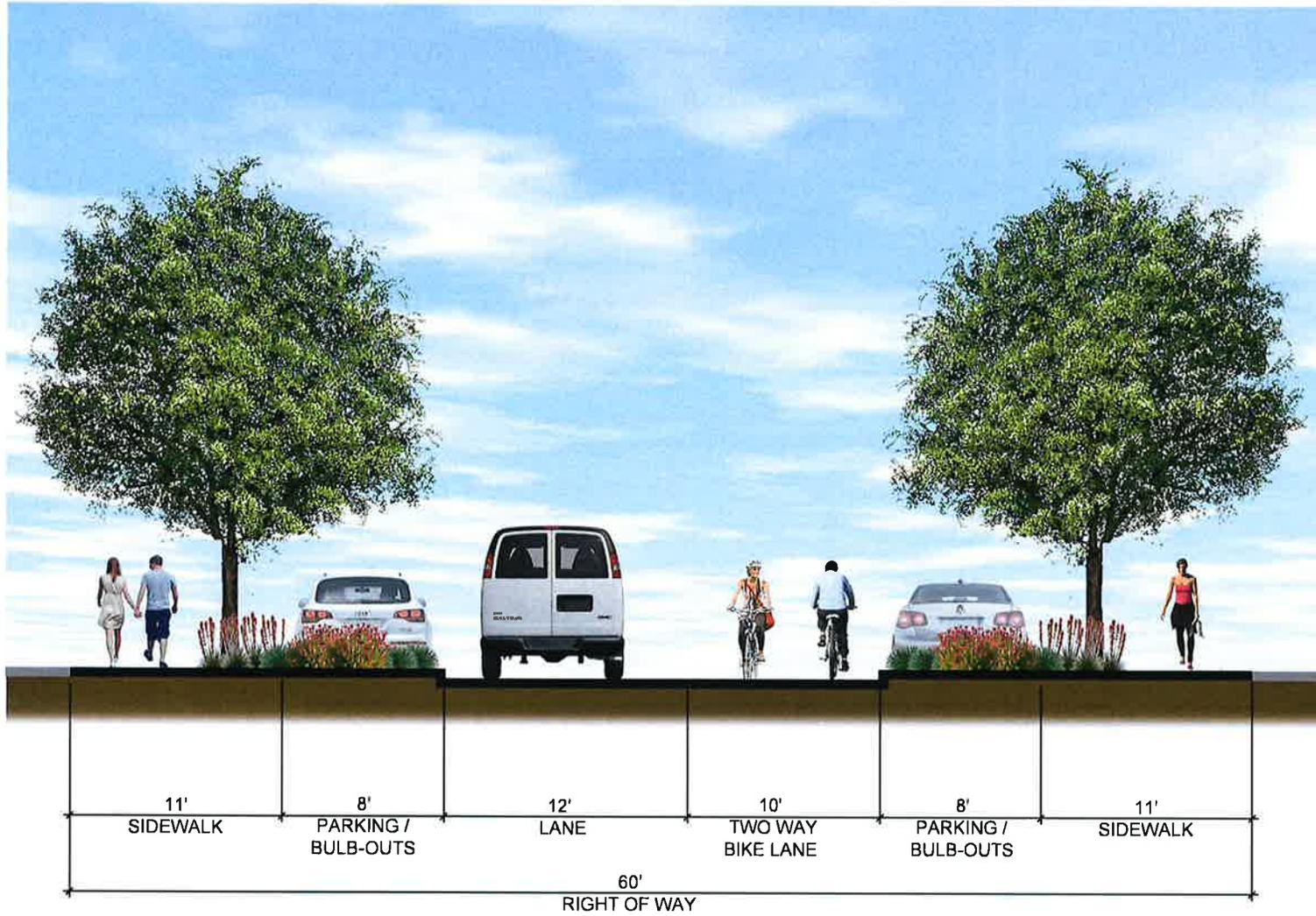
Section A - Bradford Avenue
 OLD TOWN PLACENTIA
 Placentia, CA

BRADFORD AVENUE
 CHAPMAN AVE. TO CENTER ST. (SOUTHBOUND)



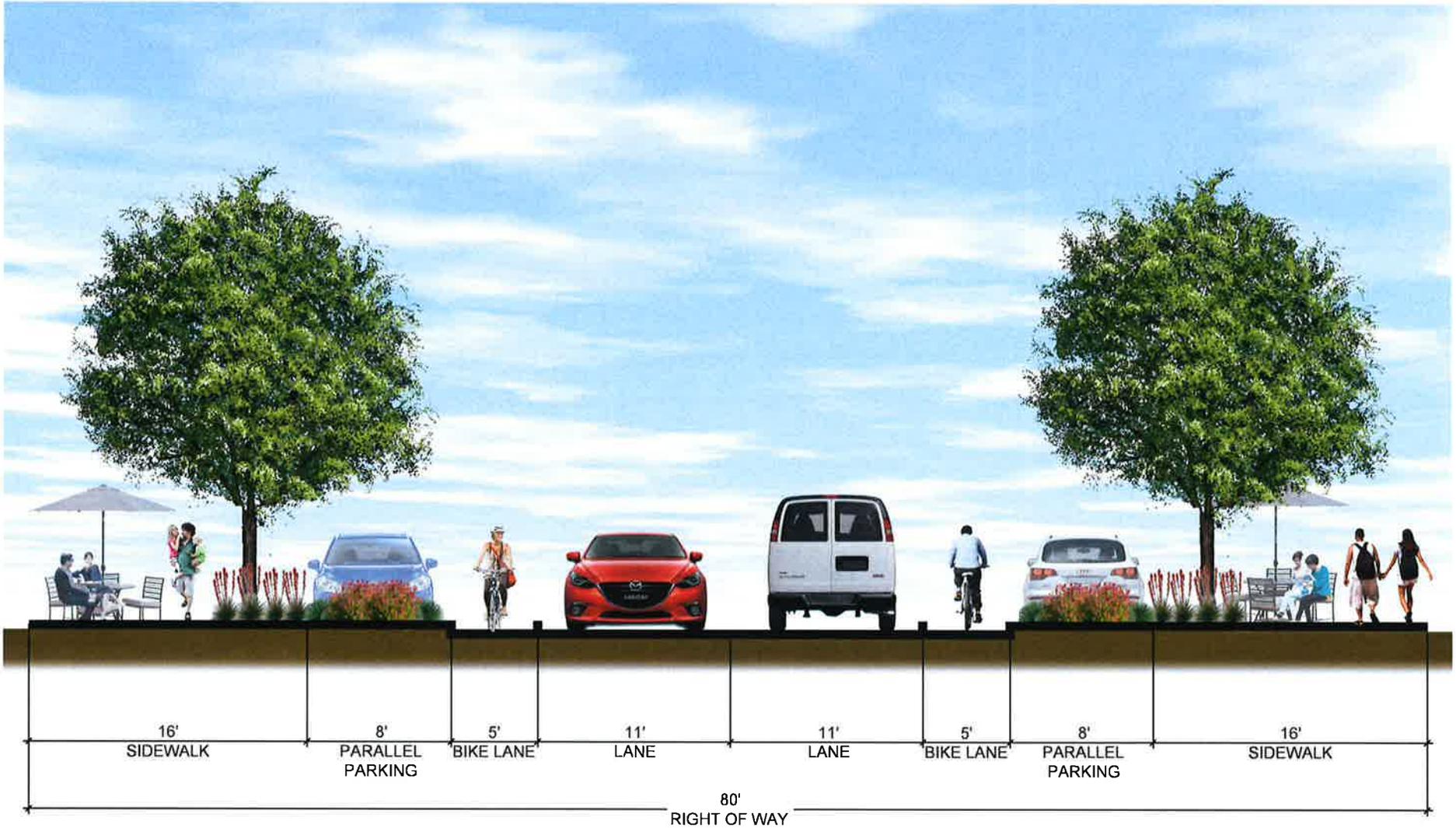
**BRADFORD AVENUE
CENTER ST. TO SANTA FE AVE. (SOUTHBOUND)**

Section B- Bradford Avenue
 OLD TOWN PLACENTIA
 Placentia, CA



**SANTA FE AVENUE
BRADFORD AVE. TO TO MAIN ST. (WESTBOUND)**

Section C - Santa Fe Avenue
OLD TOWN PLACENTIA
 Placentia, CA



**SANTA FE AVENUE
MAIN ST. TO MELROSE AVE. (WESTBOUND)**

Section D - Santa Fe Avenue
OLD TOWN PLACENTIA
Placentia, CA



CBF-10
DUCTILE-IRON CASTING
RECYCLED SOLID STEEL BAR

4' LENGTHS - STANDARD
 6' AND 8' LENGTHS WITH INTERMEDIATE ARMREST

COLOR BLACK

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* ALL DIMENSIONS ARE IN INCHES *

AVAILABLE OPTIONS:
 POWDER COATING
 10 STANDARD COLORS, 2 OPTIONAL METALLIC COLORS,
 CUSTOM COLORS (INCLUDING THE RAL RANGE)

LENGTHS
 STANDARD 4'
 STANDARD 6'
 STANDARD 8' LENGTH SHOWN

NOTES:
 1. DUCTILE IRON CASTINGS COME WITH A TEN YEAR WARRANTY AGAINST BREAKAGE.
 2. DIMENSIONS NOT TO SCALE. DO NOT SCALE DRAWINGS.
 3. ALL FABRICATED METAL COMPONENTS ARE STEEL SHOTBLASTED, ELDER, PHOSPHATIZED, PRIMERED, AND ELECTROSTATICALLY POWDER COATED WITH T.B.I.C. POLYESTER POWDER COATINGS. PRODUCTS ARE FULLY CLEANED AND PRETREATED, PRIMERED AND COATED WHILE HOT TO FILL CRACKS AND BUILD COATING FILLS. COATED PARTS ARE THEN FULLY CURED TO COATING MANUFACTURER'S SPECIFICATIONS. THE THICKNESS OF THE RESULTING FINISH AVOIDS 8-10 MILS (200-250 MICRONS).
 4. IT IS NOT RECOMMENDED TO LOCATE ANCHOR BOLTS UNTIL RESIN IS IN PLACE. THIS VICTOR STANLEY, INC. PRODUCT MUST BE PERMANENTLY AFFIXED TO THE GROUND. CONSULT YOUR LOCAL CODES FOR REGULATIONS.
 5. ANCHOR BOLTS NOT PROVIDED BY VICTOR STANLEY, INC.
 6. FOR HIGH SALT ABUSIVE CLIMATES, HOT DIP GALVANIZING BEFORE POWDER COATING IS AVAILABLE. SEE WRITTEN SPECIFICATIONS FOR DETAILS.
 7. ALL SPECIFICATIONS ARE SUBJECT TO CHANGE. CONTACT MANUFACTURER FOR DETAILS.
 8. THIS PRODUCT IS SHIPPED FULLY ASSEMBLED.

CBF-10
 CLASSIC SERIES
 BENCH WITH DUCTILE IRON END FRAMES
 SHOWN: 6' STANDARD 2-FOOT LENGTH

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 REV. 3/15/10 DRAWING 3010-02

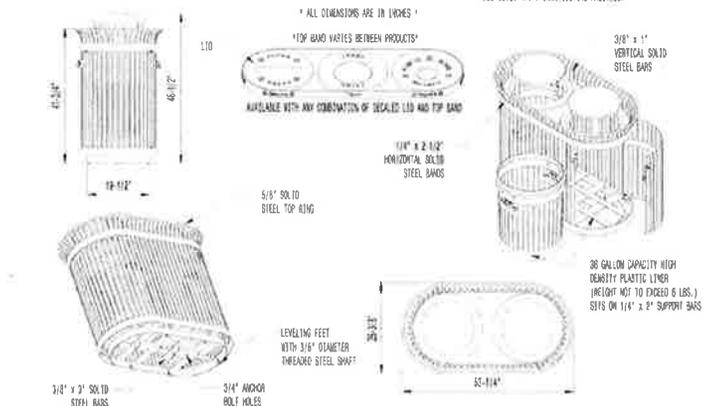
BENCHES
OLD TOWN PLACENTIA
 City of Placentia, CA



SD-242
 SIDE DOOR OPENING
 RECYCLED SOLID STEEL BAR
 'RECYCLE' TOP STEEL BAND
 TWO 36 GAL LINERS
 DOME LIDS
 COLOR BLACK

Victor Stanley, Inc.
 4145 Corporate Dr. Quincy, MA 01906-1000

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ALL DIMENSIONS ARE IN INCHES
 *TOP BAND VARIES BETWEEN PRODUCTS
 AVAILABLE WITH ANY COMBINATION OF DECALS, LID AND TOP BAND
 1 1/4" x 2 1/2" HORIZONTAL SOLID STEEL BANDS
 5/8" SOLID STEEL TOP RING
 3/8" x 1" VERTICAL SOLID STEEL BARS
 36 GALLON CAPACITY HIGH DENSITY PLASTIC LINER (WEIGHT NOT TO EXCEED 6 LBS.) SETS ON 1 1/4" x 2" SUPPORT BARS
 LEVELING FEET WITH 3/8" DIAMETER THREADED STEEL SHAFT
 3/4" x 2" SOLID STEEL BARS
 3/4" ANCHOR BOLT HOLES
 AVAILABLE OPTIONS:
 POWDER COATING
 10 STANDARD COLORS, 2 OPTIONAL METALLIC COLORS, CUSTOM COLORS (INCLUDING THE RAL RANGE)
 SECURITY
 STANDARD WITH LOCKABLE LATCH (AS SHOWN), AVAILABLE WITH OPTIONAL KEYS
 LOCK KEY: LID BOLTED IN PLACE, AVAILABLE WITH OPTIONAL MOUNT WITH 3 IN LINE ANCHOR HOLES AND OPTIONAL BOTTOM PLATE COVER.
 LIDS
 STANDARD WITH TAPERED FORMED LID, AVAILABLE WITH OPTIONAL DOME LID (AS SHOWN), DOME LID WITH ASHTRAY, RAIN BUCKET LID, RAIN BUCKET LID WITH ASHTRAY, CONE LID, CONE LID WITH SELF CLOSING COVER, ENCLOSED DOME LID WITH STAINLESS STEEL ASHTRAY, AND RECYCLE LIDS. ASHTRAYS AVAILABLE WITH OPTIONAL ASHTRAY COVER.
 CUSTOM PLAKES & DECALS
 AVAILABLE WITH STEEL PLAKES IN VARIOUS SIZES AND PRESSURE SENSITIVE VINYL OUTDOOR DECALS.
 NOTES:
 1. DRAWINGS NOT TO SCALE, DO NOT SCALE DRAWINGS.
 2. ALL FABRICATED METAL COMPONENTS ARE STEEL, SHEETMETAL, STAINLESS, PHOSPHATIZED, PRE-PAINTED, WNC, ELECTROSTATICALLY POWDER-COATED WITH P.O.D.E. POLYESTER POWDER COATING. PRODUCTS ARE FULLY CLEANED AND PRE-PRESSED, PRIMED AND COATED INSIDE -NOT TO FULL COVERSERS AND BUILT UP COATING. COATED PARTS ARE THEN FULLY CURED TO COATING MANUFACTURER'S SPECIFICATIONS. THE FINISHES OF THE RECYCLING FINISH AVERAGES 8-10 MILS (200-250 MICRONS).
 3. SOLID IMPROVED BRONZE SUSPENDING AND STAINLESS STEEL PIVOT PINS FOR DOOR MOUNTING, STANDARD 3/16" SOLID STEEL LATCH ASSEMBLY OR OPTIONAL PATENTED STAINLESS STEEL KEYS LOCK ASSEMBLY.
 4. THIS VICTOR STANLEY, INC. PRODUCT MUST BE PERMANENTLY AFFIXED TO THE GROUND. CONSULT YOUR LOCAL CODES FOR REGULATIONS.
 5. VICTOR STANLEY, INC., PLASTIC LINER LINERS ARE MOLDED ON TOOLING DESIGNED FOR AND OWNED BY VICTOR STANLEY, INC. THEY OFFER MAXIMUM CAPACITY AND STRENGTH WITH LIGHTWEIGHT CONSTRUCTION USING CRITICAL WOLDED RIBS, INTERNAL HANDHOLES, AND HIGH-STRENGTH MATERIALS. THIS MINIMIZES HANDLING DIFFICULTY AND FACILITATES EASY EMPTYING AND STORAGE WHILE AFFORDING LONG SERVICE LIFE.
 6. ANCHOR BOLT NOT PROVIDED BY VICTOR STANLEY, INC.
 7. FOR HIGH SALINITY/ADHESIVE CLIMATES, HOT DIP GALVANIZING BEFORE POWDER COATING IS AVAILABLE. HOT DIP GALVANIZING IS PERFORMED FOR VICTOR STANLEY, INC. BY AN ESTABLISHED QUALIFIED FIRM TO MEET PRODUCTS ARE SHIPPED FOR GALVANIZING. HOT DIP GALVANIZING INCLUDES AN ADHESIVE PRE-TREATMENT AND IMMERSION IN A TANK OF CHARGED LIQUID ZINC AT APPROX 860°F (460°C). THE RESULTING SURFACE IS RESISTANT TO RUST BUT HAS SOME UNEVENNESS RESULTING FROM THE BONDING OF THE ZINC TO THE STEEL SURFACE. AS A RESULT, THE POWDER-COATING SURFACE FINISH IS NORMAL FOR GALVANIZED SURFACE MAY EXHIBIT BUMPS, UNEVENNESS, AND MAY NOT BE AS SMOOTH AS THE STANDARD FINISH; THIS UNEVEN AND INCONSISTENT FINISH IS NORMAL FOR GALVANIZED SURFACE. CONTACT MANUFACTURER FOR DETAILS.
 8. ALL SPECIFICATIONS ARE SUBJECT TO CHANGE. CONTACT MANUFACTURER FOR DETAILS.
 9. THIS PRODUCT IS SHIPPED FULLY ASSEMBLED.

SD-242
 IRONSITE® SERIES

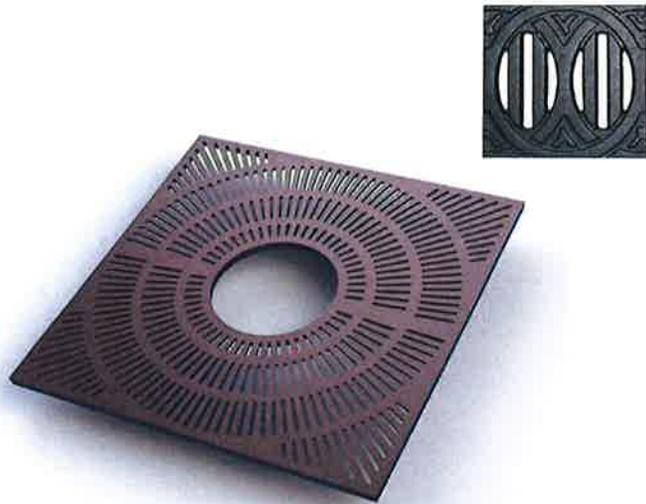
SIDE-DOOR RECYCLING STATION
 SHOWN: (2) OPTIONAL DOME LID

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 REV. 12/15/15 DRAWN C.O.B. 2015-1078

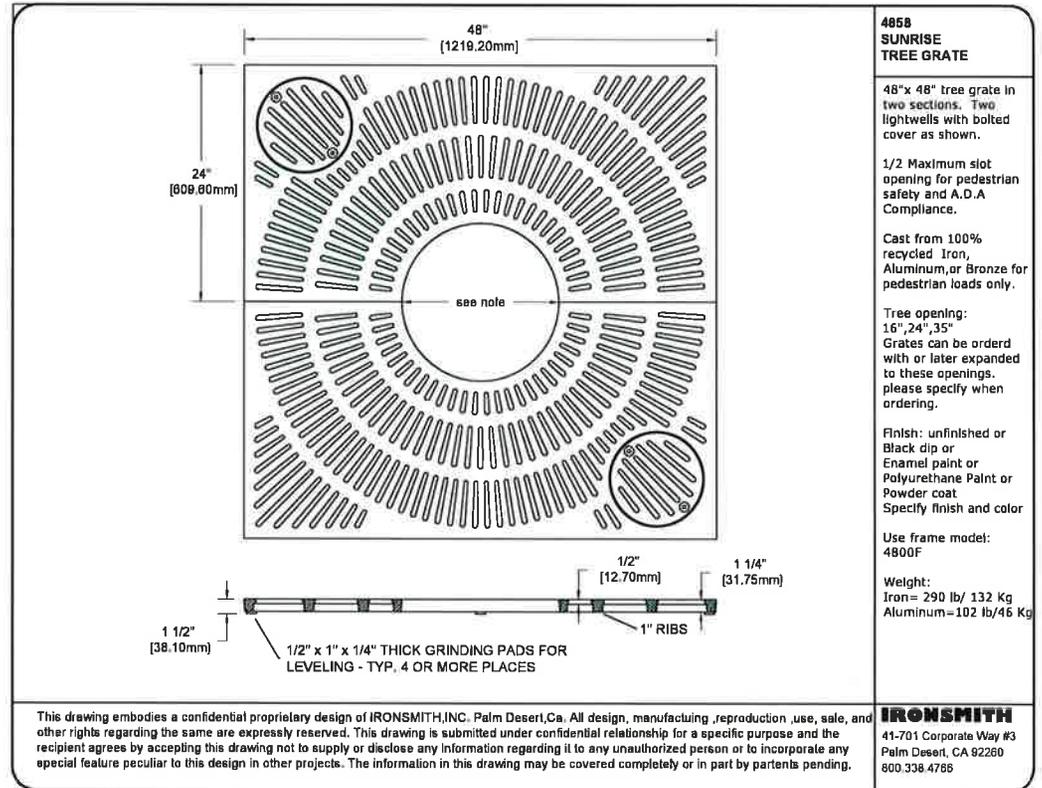
LITTER RECEPTACLES
 OLD TOWN PLACENTIA
 City of Placentia, CA



ATTACHMENT 2
EXHIBIT A



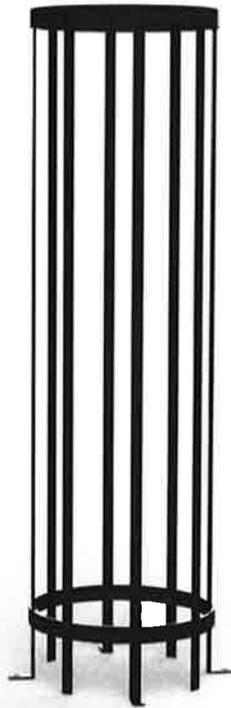
SUNRISE MODEL 48" SQUARE TREE GRATES
 TREE OPENINGS TO BE 24" WITH OPTION FOR EXPANSION TO 35"
 2 UP-LIGHTWELLS FLUSH OR BELOW GRADE
 PLUMBED WITH CONDUIT TO ACCOMODATE APPROX. 4 PLUGS
 COLOR TO BLACK POWDERED



TREE GRATE
 OLD TOWN PLACENTIA
 City of Placentia, CA



ATTACHMENT 2
 EXHIBIT A



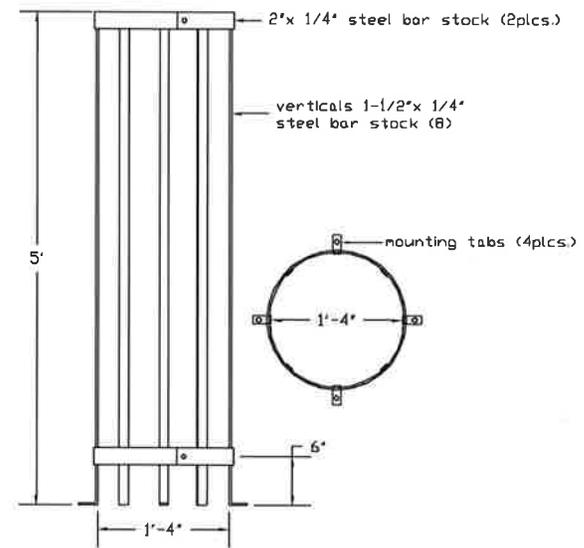
M6 TREE GUARD

BLACK POWDER
COAT FINISH

TREE GUARD
OLD TOWN PLACENTIA
City of Placentia, CA

TREE GUARD

M-6



- Jig welded from hot rolled steel.
- Guards are constructed in halves and bolt together
- 60" height and 16" tree opening standard
other dimensions available for additional cost
- Alternate attachment methods available
- All hardware provided by IRONSMITH
- Black powder coat standard finish
other finish options available

IRONSMITH TREE GUARDS
FOR LANDSCAPE ARCHITECTURE

(800) 338-4766

IRONSMITH
ATTACHMENT 2
EXHIBIT A



SALEM - 9023
 35" HIGH / 15" BASE
 FIXED OR REMOVABLE

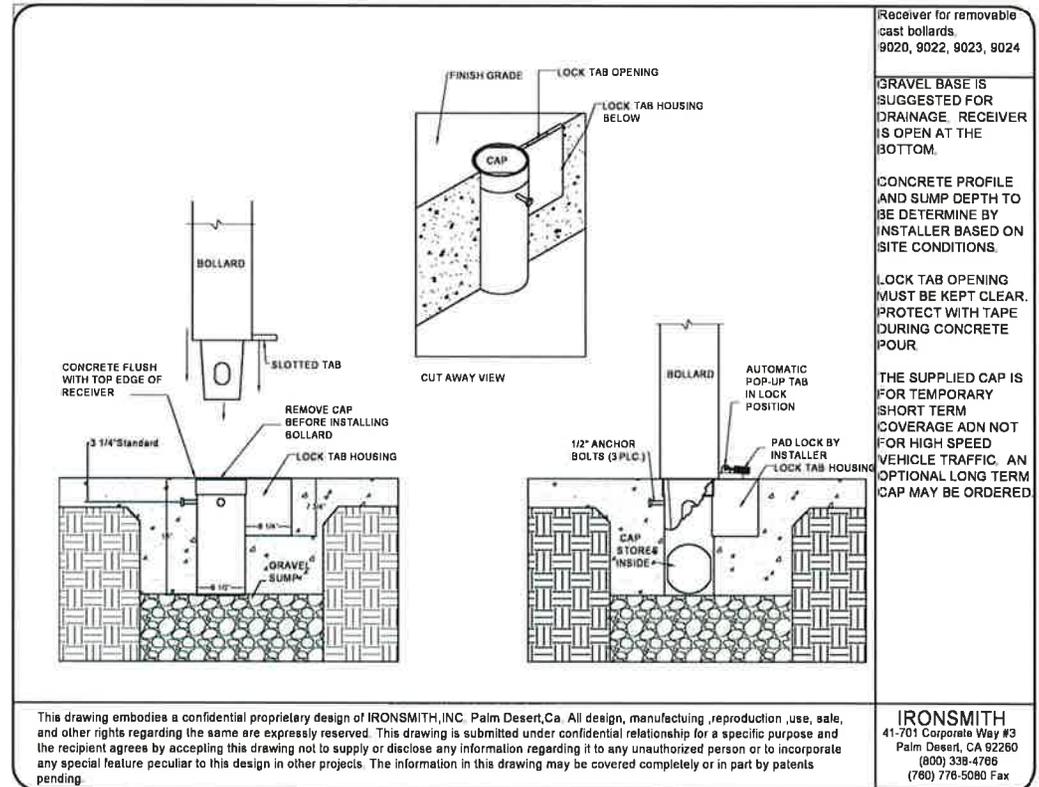
BLACK POWDER
 COAT FINISH



FIXED INSTALL



REMOVABLE INSTALL



Receiver for removable cast bollards 9020, 9022, 9023, 9024

GRAVEL BASE IS SUGGESTED FOR DRAINAGE. RECEIVER IS OPEN AT THE BOTTOM.

CONCRETE PROFILE AND SUMP DEPTH TO BE DETERMINE BY INSTALLER BASED ON SITE CONDITIONS.

LOCK TAB OPENING MUST BE KEPT CLEAR. PROTECT WITH TAPE DURING CONCRETE POUR

THE SUPPLIED CAP IS FOR TEMPORARY SHORT TERM COVERAGE AND NOT FOR HIGH SPEED VEHICLE TRAFFIC. AN OPTIONAL LONG TERM CAP MAY BE ORDERED

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IRONSMITH
 41-701 Corporate Way #3
 Palm Desert, CA 92260
 (800) 338-4766
 (760) 776-5080 Fax

BOLLARDS
 OLD TOWN PLACENTIA
 City of Placentia, CA

IRONSMITH
 ATTACHMENT 2
 EXHIBIT A

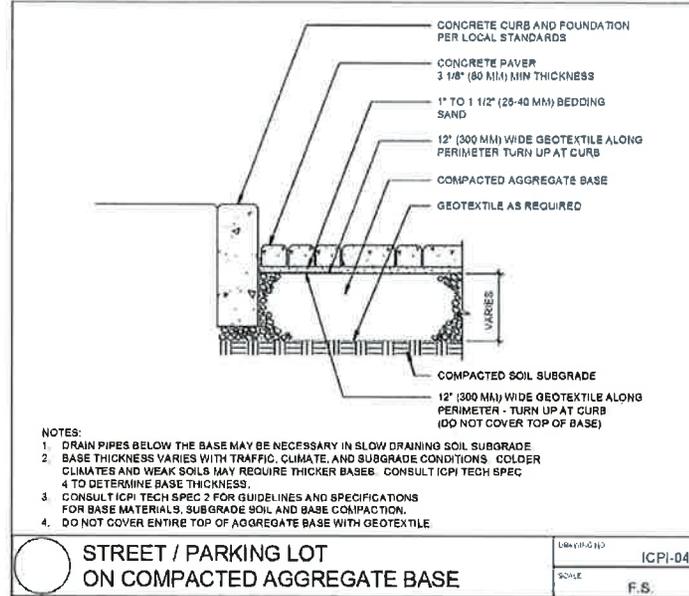


OLSEN PAVINGSTONE
ANTIQUE COBBLE (FLAT TOP) PAVERS

80 MM THICKNESS
RECTANGLES ONLY 8.25" X 5.5" SIZE
HERRINGBONE PATTERN
SET ON COMPACTED AGGREGATE BASE
NO GROUT FOR PERMEABILITY



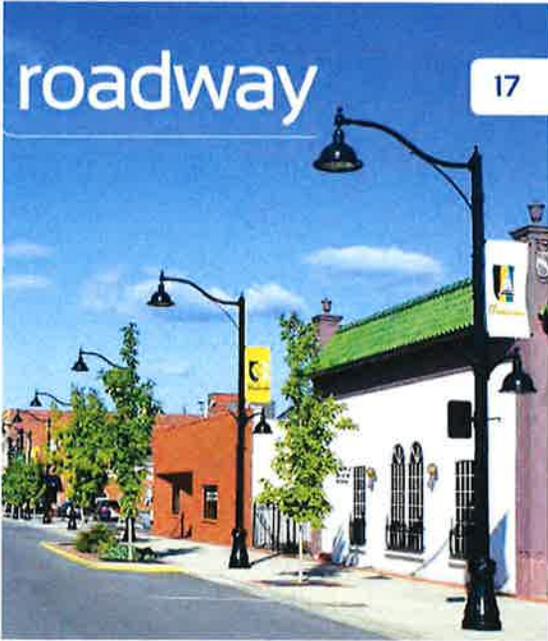
COLOR MIX:
20% LIMESTONE
30% CHARCOAL
50% BROWN



STANDARD GREY CONCRETE PAVING
FINISH TO BE GRACE TOP CAST ACID ETCH 03
(SEE PLANS FOR SCORE LINES & EXPANSION JOINT PATTERNS)



INTERLOCKING PERVIOUS PAVERS & CONCRETE PAVING OLD TOWN PLACENTIA City of Placentia, CA



roadway

17



OMEGA
LED LUMINAIRE FAMILY



BANNER ARMS
BUILDING SIDE OF POLE



WREATH HOOKS
BOTH SIDES OF POLE



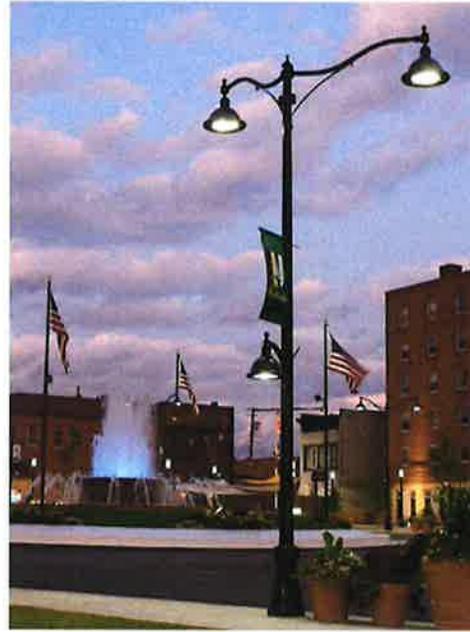
FLAG MOUNTS
STREET SIDE OF POLE



RECEPTACLES
GFI IN BASE WITH COVER



SPEAKER HUBS
AUDIO CAPABILITY



omega®

Omega® is a timeless but modern luminaire with a wide choice of color and finish options. The design is a classic, yet modern, street lighting fixture. The design is a classic, yet modern, street lighting fixture. The design is a classic, yet modern, street lighting fixture.



Omega

Omega

Omega

roadway

Roadway is a modern street lighting pole with a wide choice of color and finish options. The design is a classic, yet modern, street lighting fixture. The design is a classic, yet modern, street lighting fixture. The design is a classic, yet modern, street lighting fixture.

ROADWAY

- Available in black and bronze finishes.
- 12" and 18" poles are available in 12' and 15' heights.
- 12" and 18" poles are available in 12' and 15' heights.
- 12" and 18" poles are available in 12' and 15' heights.
- 12" and 18" poles are available in 12' and 15' heights.
- 12" and 18" poles are available in 12' and 15' heights.



Omega



Omega

Omega

STREET LIGHTING
OLD TOWN PLACENTIA
City of Placentia, CA



Sternberg
Lighting

ATTACHMENT 2
EXHIBIT A

153LED OMEGA SERIES



Optics

The luminaire shall be provided with individual refractor type optics applied to each LED. The luminaire shall provide Type _____ (2, 3, 3K, 4 or 5) light distribution per the IESNA classification. Testing shall be done in accordance with IESNA LM-79.

Electronic Drivers

The LED driver shall be U.L. recognized. It shall be securely mounted inside the fixture, for optimized performance and longevity. It shall be supplied with a quick-disconnect electrical connector on the power supply, providing easy power connections and fixture installation. It shall have overload as well as short circuit protection, and have a DC voltage output, constant current design, 50/60HZ. It shall be supplied with line-ground, line-neutral and neutral-ground electrical surge protection in accordance with IEEE/ANSI C62.41.2 guidelines. It shall be dimmable using a 0-10V signal.

For sources over 50W, The driver shall have a minimum efficiency of 90%. The driver shall be rated at full load with THD < 20% and a power factor of greater than 0.90. The driver shall contain over heat protection which reduces output to less than half rating if the case temperature reaches 85°C.

For sources under 50W, The driver shall have a minimum efficiency of 94%.

Photocontrols

Button Style: On a single assembly the photocontrol shall be mounted on the fixture and pre-wired to driver. On multiple head assembly's the photocontrol shall be mounted in the pole shaft on an access plate. The electronic button type photocontrol is instant on with a 5-10 second turn off, and shall turn on at 15 footcandles with a turn off at 2-3 footcandles. Photocontrol is 120-277 volt and warranted for 6 years.

Twist Lock Style: The photocontrol shall be mounted externally on the fixture and pre-wired to driver. The twist lock type photocontrol is instant on with a 3-6 second turn off, and shall turn on at 15 footcandles with a turn off at 2-3 footcandles. Photocontrol is 120-277 volt and warranted for 6 years.

Warranty

Seven year limited warranty. See product and finish warranty guide for details.

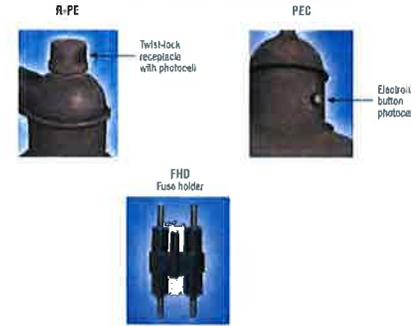
Finish

Refer to website for details.

Fixtures

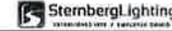


Options



555 Lawrence Ave., Roselle, IL 60172
info@sternberglighting.com
www.sternberglighting.com

STREET LIGHTING
OLD TOWN PLACENTIA
City of Placentia, CA



LED Ornamental Bollards

12-653A

770LED BIRMINGHAM LIGHTED BOLLARD SPECIFICATIONS

GENERAL

The Model 770LED decorative lighted bollard shall be cast aluminum, one-piece construction. The 16" diameter cast aluminum base shall be constructed with a 7 1/4" diameter smooth fluted cast aluminum shaft. The fluted shaft shall be Sternberg Lighting #770LED lighted bollard or #770LED-QR quick release lighted bollard. The bollard shall be U.L. or E.T.L. listed in U.S. and Canada.

CONSTRUCTION

The base shall be designed with a tall and smoothly curved pedestal bottom section and transition to a tall twelve flute vertical base section and be made of heavy wall, alloy cast aluminum. It shall have a 1" thick floor cast as an integral part of the base. The bollard cap shall be welded in place. The overall height of the bollard shall be 51".

ELECTRICAL/LED

The optical assembly shall be constructed of twelve (12) fluted openings with a white acrylic lens. The LED light source shall have an IP65 rated assembly. The assembly shall consist of highly efficient, four (4) optional three (3) sided extended aluminum heat sink, four (4) optional three (3) LED boards with 6 each high brightness LEDs and a sealed acrylic tube. The bollard shall be supplied with electrical surge protection in accord with IEEE/ANSI C62.41.2 and shall be U.L. or E.T.L. listed in U.S. and Canada. The LED lighted bollard shall have an L70 expected life of 70,000 hours with the LED life ratings determined in accordance with IESNA LM-80. The electronic LED driver shall be a U.L. Recognized, constant current design with THD < 20%.

QUICK RELEASE MOUNTING (Optional)

The Model 770LED-QR shall have a quick release option which allows quick removal of the bollard for convenience or emergency access. The basal portion shall be made of aluminum extrusion and shall have a keyway and flexible connection system for securing to bollard. The bollard shall have a molded extension and anti-rotation key and padlock slot. The quick release system shall allow for a flush post-mount installation after temporary bollard removal.

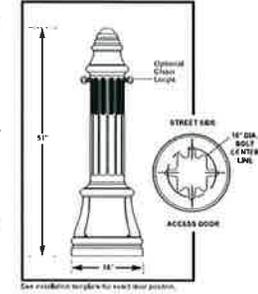
FINISH

Prior to coating, each assembly shall be chemically cleaned and etched in a 3-stage washing system which includes alkaline cleaning, rinsing, phosphoric etching, reverse osmosis water rinsing, and non-fluorocarbon, scaling to ensure maximum resistance and excellent adhesion for the finish coating. The finish coating shall be electrostatically applied semi-gloss, super durable poly ester powder baked at 400 degrees for a durable and superior, color retentive finish. Our optional antique Venetian Bronze finish and Swedish Iron finish are hand finished using a 3-step process. The total assembly shall be wrapped in shockproof wrapping or fully enclosed in corrugated cartons.

INSTALLATION

Four, hot dipped galvanized "L" type anchor bolts shall be provided with the post for non-quick release bollard installation. Quick release anchorage requires no anchor bolts. A door shall be provided for wiring and anchor bolt access. It shall be secured with tamper-proof, stainless steel hardware. Bollard will be provided with a mounting stud mounted on the base. (Not opposite the access door)

WARRANTY: Seven (7) year limited warranty. See product and finish warranty guide for details.



BUILDING A PART NUMBER PART NUMBER SELECTIONS

BOLLARD MODEL	OPTIONAL CHAIN LOOP	LIGHT SOURCE	DRIVER	OPTIONS	FINISH	MODELS	LIGHT SOURCES	STANDARD FINISHES*	RT	WBK	CD	TT	STERNBERG SELECT FINISHES
770LED	CL1	3545TLC/A	ML	PTB	VU	770LED 770LED-QR	3580TLC 30W 4500K Type V 4545TLC 30W 4500K Type V MGL - Deming 100-277V 4535TLC 30W 3500K Type V	• BKT Black Textured • WHT White Textured • PGT Park Green Textured • ARZ Architectural Medium Bronze Textured • DBT Dark Bronze Textured *Each finish is available upon request	• Rust • WBR Weathered Brown • CD Cedar • WBK Weathered Black • TT Two Tone	• VEG Venetian Green • SI Swedish Iron • DWG Dark Wash Gray Textured			
							OPTIONAL CHAIN LOOP • CL1 Chain Loop • CL2 Chain Loops 300"	3580TLC 23W 4500K Type V 3545TLC 23W 3545TLC 23W 4500K Type V 3535TLC 23W 3500K Type V	• PEK2 Photocell-Bornel 120 Volt • PEK3 Photocell-Bornel 208-277 Volt • PECE Photocell-Electronic 120 Volt • PECE-E Photocell-Electronic 208-277 Volt • LP Low Power/Reduced Output 11W (25 TLCA only)	• FHD Dual Fuses and Holder • GFI Ground Fault Interrupter Duplex Outlet			



*NOTES
1. All finishes are only listed in U.S. or E.T.L. Refer to website for details.



555 Lawrence Ave., Roselle, IL 60172 • 847-588-3400 • Fax 847-588-3440
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Sternberg Lighting

ATTACHMENT 2
EXHIBIT A



REPRESENTATIVE ABOVE INSTALLATION AT PECK ROAD & VALLEY BLVD



TRAFFIC SIGNAL ELEMENTS TO INCLUDE:

- POLES
- MAST ARMS
- PUSH BUTTON
- SIGN
- PEDESTRIAN COUNT DOWN MODULE
- LUMINAIRE
- COLOR TO BE BLACK

REFLECTORIZED STREET NAME SIGN

TRAFFIC SIGNAL POLES
OLD TOWN PLACENTIA
 City of Placentia, CA

valmont STRUCTURES

ROUND TAPERED STEEL Fluted FL30

Job Name	City	State	County
Job Location	City	State	County
Project No./Job No.	City	State	County

SPECIFICATIONS:

Fluted - The pole shaft conforms to ASTM A596 Grade A or A572 Grade 55 with a constant linear taper of 0.14 inch.

Fluting Process - The tapered shafts are cold rolled over a precision hardened steel mandrel to form the desired flute shape. The flutes are uniform and equally spaced throughout the process. The termination of the flutes is no greater than 1/8" true transition into the round section of the shaft. The results of the fluting process are flutes with architecturally pleasing reduced terminations and chip uniform flutes.

Linear Flute Layout - Flutes start and stop to ensure decorative nut covers and anchor base connection fit a smooth round diameter. Flute start and stop locations should be specified.

Fluted - A decorative spear fluted with hardware is provided.

Luminaire Arm - Luminaire arms are made from 2" schedule 40 pipe (2.375" O.D.) with a minimum yield strength of 28,000 psi. Double luminaire arms are oriented 180° apart. For other orientations and spool options please consult factory.

Luminaire Arm Attachment - Connection allows arm to be erected and held in place by gravity and secured by a single bolt.

Handhole - A covered handhole and grounding provision with hardware is provided.

Nut Covers - Decorative anchor bolt nut covers with hardware are provided.

Base Covers - Optional decorative base covers available as special order.

Anchor Base - The anchor base (base plate) conforms to ASTM A36.

Anchor Bolts - Anchor bolts conform to ASTM F1554 Grade 55 and are provided with two hex nuts and two flat washers. Bolts have an "L" bend on one end and are galvanized or zinc plated carbon steel or stainless steel.

Hardware - All structural fasteners are galvanized high strength carbon steel. All non-structural fasteners are galvanized or zinc plated carbon steel or stainless steel.

Finish - Standard finishes are galvanized, prepainted or any of Valmont's VPRO™ Protection Systems. Additional finish options available upon request.

Design Criteria - Please reference Design Criteria Specification for appropriate design conditions.

Fluted Tapered Steel

Fluted

Fluted Tapered Steel

VALMONT INDUSTRIES, INC. 1881 N. 28TH STREET, PO BOX 228, WILLY, ND 58078 USA 800 875 3888 VALMONTSTRUCTURES.COM

valmont STRUCTURES

WASHINGTON Fluted Tapered/Non-Tapered Aluminum

Job Name	City	State	County
Job Location	City	State	County
Project No./Job No.	City	State	County

SPECIFICATIONS:

Pole - The pole shaft is either spun or extruded from 6063 alloy aluminum.

Pole Top - A pole top plate and lumen are provided for top mount luminaire and/or bracket. A removable fin is available for poles receiving drilling patterns for side mount luminaire arm assemblies.

Structural Base - The structural base is cast from 305 alloy aluminum and provided with a 4.00" wide x 5.57" tall access door. A grounding provision with hardware is provided. The pole is inserted and welded into the structural base casting. The completed assembly is heat-treated to a T6 temper after the structural welding is complete.

Anchor Bolts - Anchor bolts conform to ASTM F1554 Grade 55 and are provided with two hex nuts and two flat washers. Bolts have an "L" bend on one end and are galvanized a minimum of 12" on the threaded end.

Finish - The standard finish for the pole assembly and components is a polyester powder applied coating in accordance with Valmont's Specifications. Additional finish options available upon request.

Design Criteria - Please reference Design Criteria Specification for appropriate design conditions.

Fluted Tapered Steel

Fluted Tapered Steel

Fluted Tapered Steel

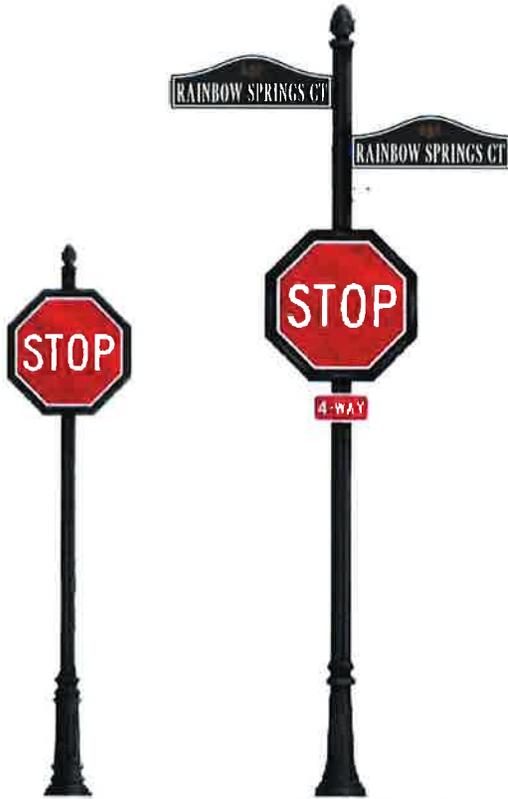
VALMONT INDUSTRIES, INC. 1881 N. 28TH STREET, PO BOX 228, WILLY, ND 58078 USA 800 875 3888 VALMONTSTRUCTURES.COM



WASHINGTON 8'16" ALUMINUM

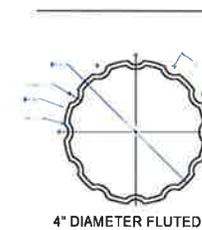


14 FT
13 FT
12 FT
11 FT
10 FT
9 FT
8 FT
7 FT
6 FT
5 FT
4 FT
3 FT
2 FT
1 FT



Part Name: Acorn Finial

Identification Number: FN-0103
Height: 6 1/2"
Width: 4 1/4"
Application: Fits 3" diameter post
Finish: Powder coat finish (standard gloss black)
Hardware Requirements: 3) 1/4-20 x 1/4" stainless set screws



Specifications

Material:
Extruded Aluminum

Alloy:
6063

Tolerance:
+/-0.020"

Wall Thickness:
0.128" +/-0.010"

Symmetry:
Shape is symmetrical about center lines

Estimated Weight:
3" Diameter: 1.34 lbs/ft
4" Diameter: 1.91 lbs/ft

Finish:
Black Powder Coat (Custom and Mill Finish Available)

Warranty:
1 Year Limited Manufacturer Warranty From Date of Purchase

Part Name: Classic Base

Identification Number: BS-04D
Height: 35"
Width/Footprint: 11"
Application: Fits 4" diameter post
Weight: - lb.
Finish: Powder coat finish (standard gloss black)
Hardware Requirements: 3) 1/4-20 x 1/4" stainless set screws



COLOR

POLES, BRACKETS, SCROLLS, ARMS, AND BASES
TO BE POWDER COATED GLOSS BLACK

STREET SIGNS
OLD TOWN PLACENTIA
City of Placentia, CA



ATTACHMENT 2
FXHIRT A



PRIMARY CANOPY STREET TREE

Ulmus parvifolia 'Drake'
Drake Chinese Elm

35'-45' Height
35'-50' Spread
Moderate Water Use



MEDIUM EVERGREEN SHADE TREE

Geijera parviflora
Australian Willow

30' Height
20' Spread
Low Water Use



COLORFUL FLOWERING ACCENT TREE

Lagerstroemia indica
Crape Myrtle

25' Height
15' Spread
Moderate Water Use

TREES

OLD TOWN PLACENTIA
Placentia, CA

SHRUBS, GROUNDCOVERS & ACCENTS

The plant palette was developed using tools such as UC Davis' Water Use Classification of Landscape Species (*WUCOLS IV) <http://ucanr.edu/sites/WUCOLS/> to select plants that have low or very low water use for the City of Placentia bioregion and are durable, longer-lived, and require low levels of maintenance. For example, Callistemon, Hesperaloe, Lantana, Myoporum, and Rosmarinus all have low or very low water use and are evergreen, durable, commercially available, low-maintenance shrub species which are appropriate for street medians and right-of-ways. Alternatively, Agave, Dasyliirion, Sedum, Senecio, and Yucca hybrids are low and very low water use succulents and accents which can create bold striking landscapes when paired with cobble and rock blankets.

Efficient and minimal water use for public landscapes is now a State-wide requirement due to multiple years of low annual rainfall levels in California. Successful landscape solutions are those which combine low and very low water use plants with non-living landscape materials like stabilized decomposed granite, rock and cobble blanket (both loose and stabilized with concrete), wood mulch, concrete pavers, permeable concrete, and other innovative sustainable materials.

This palette was specifically selected for medians and right-of-ways to create water-efficient landscape solutions which provide visual interest for both pedestrian and motorists.

Although not illustrated in this Streetscape Master Plan, landscape lighting features will be constructed with the streetscape improvements. Lighting improvements would include up-lighting landscape or other streetscape features. In addition, floor-mounted electrical outlets will be installed with the streetscape improvements as well. The final locations and quantities of these outlets will be determined during the final engineering design phase.

<i>Botanical Name</i>	<i>Common Name</i>	<i>Water Use*</i>	<i>Spacing</i>
SHRUBS			
Bougainvillea 'Rosenka'	Dwarf Bougainvillea	Low	36"
Callistemon 'Little John'	Dwarf Bottlebrush	Low	24"
Leucophyllum frutescens 'Green Cloud'	Green Cloud Texas Ranger	Low	30"
Nandina domestica 'Nana'	Dwarf Heavenly Bamboo	Low	12"
Punica granatum 'Nana'	Dwarf Pomegranate	Low	24"
Rhaphiolepis indica 'Ballerina'	Dwarf Indian Hawthorne	Low	30"
Teucrium chamaedrys	Germander	Low	18"
Westringia frutescens	Coast Rosemary	Low	36"
Xylosma congestum	Shiny Xylosma	Low	48"
GROUNDCOVERS			
Arctostaphylos 'Pacific Mist'	Pacific Mist Manzanita	Low	36"
Carissa macrocarpa 'Tomlinson'	Dwarf Natal Plum	Low	36"
Ceanothus 'Diamond Heights'	Diamond Heights Ceanothus	Low	30"
Cotoneaster dammeri 'Lowfast'	Bearberry Cotoneaster	Low	48"
Gazania rigens 'Sun Gold'	Sun Gold Gazania	Low	18"
Myoporum parvifolium	Myoporum	Low	48"
Rosmarinus o. 'Huntington Carpet'	Rosemary	Low	42"
SUCCULENT ACCENTS			
Agave desmettiana	Variiegated Smooth Agave	Very Low	42"
Agave amer. v. medio-picta 'Alba'	White-Striped Century Plant	Very Low	48"
Agave 'Blue Glow'	Blue Glow Agave	Very Low	42"
Aloe 'Blue Elf'	Blue Elf Aloe	Low	12"
Crassula argentea 'Crosby's Compact'	Compact Jade	Low	30"
Dasyliirion wheeleri	Spoon Yucca	Very Low	30"
Hesperaloe parviflora	Red/Yellow Yucca	Very Low	18"
Portulacaria afra 'Prostrate Form'	Dwarf Elephant's Food	Very Low	36"
Sedum 'Verde Yellow'	Verde Yellow Sedum	Low	24"
Sedum adolphii 'Firestorm'	Golden Sedum	Low	18"
Senecio mandraliscae	Blue Dicks	Low	18"
Senecio serpens	Blue Chalksticks	Low	12"
Yucca filamentosa 'Bright Star'	Adam's Needle	Very Low	24"

*Water use information was determined by consulting UC Davis' Water Use Classification of Landscape Services Species (WUCOLS IV) <http://ucanr.edu/sites/WUCOLS/>

SHRUB PALETTE OLD TOWN PLACENTIA Placentia, CA



ATTACHMENT 2
EXHIBIT A

SHRUBS



Bougainvillea 'Rosenka'
Dwarf Bougainvillea



Callistemon 'Little John'
Dwarf Bottlebrush



Leucophyllum frutescens
Texas Ranger



Nandina domestica 'Nana'
Dwarf Heavenly Bamboo



Punica granatum 'Nana'
Dwarf Pomegranate



Raphiolepis i. 'Ballerina'
Dwarf Indian Hawthorne



Teucrium chamaedrys
Germander



Westringia frutescens
Coast Rosemary



Xylosma congestum
Shiny Xylosma

GROUNDCOVERS



Arctostaphylos 'Pacific Mist'
Pacific Mist Manzanita



Ceanothus 'Diamond Heights'
Diamond Heights Lilac



Gazania lin. 'Colorado Gold'
Sun Gold Gazania



Myoporum parvifolium
Myoporum



Rosmarinus off. 'Hunt, Carpet'
Trailing Rosemary

SUCCULENTS



Agave desmettiana
Variegated Smooth Agave



Aloe rudikoppe 'Little Gem'
Little Gem Aloe



Dasylirion wheeleri
Spoon Yucca



Sedum adolphii 'Firestorm'
Golden Sedum



Senecio serpens
Punk Pickle

SHRUB PALETTE IMAGERY

OLD TOWN PLACENTIA

Placentia, CA



ATTACHMENT 2
EXHIBIT A