



Regular Meeting Agenda

March 18, 2014

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

Scott W. Nelson
Mayor

Joseph V. Aguirre
Mayor Pro Tem

Constance M. Underhill
Council Member

Chad P. Wanke
Council Member

Jeremy B. Yamaguchi
Council Member

Patrick J. Melia
City Clerk

Craig S. Green
City Treasurer

Troy L. Butzlaff, ICMA-CM
City Administrator

Andrew V. Arczynski
City Attorney

City of Placentia
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Placentia, CA 92870

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Mission Statement

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

Vision Statement

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

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

Procedures for Addressing the Council/Board Members

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

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

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

Special Accommodations

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

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

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

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING AGENDA – EXECUTIVE SESSION
March 18, 2014
5:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

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

ORAL COMMUNICATIONS:

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

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

CITY COUNCIL:

1. Pursuant to Government Code Section 54956.9(d)(2) for Conference with Legal Counsel Regarding Anticipated Litigation – One (1) Item
2. Pursuant to Government Code Section 54956.9(d)(4) for Conference with Legal Counsel Regarding the Initiation of Litigation – One (1) Item
3. Pursuant to Government Code Section 54957.6 Conference with City Labor Negotiator Concerning Labor Negotiations with the following groups:
 - a. Placentia Police Management Association (PPMA)
 - b. Unrepresented Employees

City Representatives: Troy L. Butzlaff, City Administrator
Steve Pischel, Dir. Administrative/Community Services
4. Pursuant to Government Code Section 54956.8 Conference with Real Property Negotiator:
 - a. Property: Vacant 0.0631 Acre Parcel, APN 339-102-01
City Negotiator: Troy L. Butzlaff, City Administrator
Negotiating Parties: Suburban Propane, L.P.
Under Negotiations: Price and Terms of Payment

- a. Property: 207-209 W. Crowther Ave APN: 339-402-05; 07; 08; 11
City Negotiator: Troy L. Butzlaff, City Administrator
Negotiating Parties: Patrick Helgeson, Province Group
Under Negotiations: Price and Terms of Payment

SUCCESSOR AGENCY: None

ICDA:

- 1. Pursuant to Government Code Section 54956.8 Conference with Real Property Negotiator:

- a. Property: 120 South Bradford Avenue, APN 339-052-23
Agency Negotiator: Troy L. Butzlaff, Executive Director
Negotiating Parties: Noah Furie, Budget Capital Corporation
Under Negotiations: Price and Terms of Payment

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

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING AGENDA
March 18, 2014
7:00 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

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

INVOCATION: Police Chaplain Ken Milhander

PLEDGE OF ALLEGIANCE:

PRESENTATIONS:

- a. VIPS Recognition of 2013 Volunteer Hours to the Placentia Police Department
Recipients: Ed Alvarez, Ron Bartz, Lyle Lewinson, Lowell Stipe, Virginia Thomas, and Robert Werbick
Presenter: Chief of Police Rick Hicks, Crime Prevention Officer Marilyn Anderson and One OC Program Manager Cindy Braun
- b. General Plan Update Presentation
Presenter: Interim Assistant City Administrator Robyn Uptegraff

EXECUTIVE SESSION REPORT:

CITY ADMINISTRATOR REPORT:

ORAL COMMUNICATIONS:

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

CITY COUNCIL/BOARD MEMBERS COMMENTS AND REPORTS:

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

1. CONSENT CALENDAR (Items 1.a. through 1.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.

COUNCIL/SUCCESSOR AGENCY/ICDA CONSENT CALENDAR:

- a. **Consideration to Waive Reading in Full of all Ordinances and Resolutions**
Financial Impact: None
Recommended Action: Approve
- b. **Minutes**
City Council/Successor/ICDA Regular Meetings – March 4, 2014 and March 12, 2014
Recommended Action: Approve
- c. **City Fiscal Year 2013-14 Warrant Register for March 5, 2014 through March 18, 2014**
Financial Impact: \$2,009,730.91
Recommended Action: Approve

COUNCIL CONSENT CALENDAR:

- d. **Budget Amendment - Asset Forfeiture Funds and Authorization to Purchase Equipment**
Financial Impact: \$37,000 expenditure of Asset Forfeiture Funds to purchase equipment (Account No.: 213041-6840) Fiscal Year 2013-14 Budget
Recommended Action: It is recommended that the City Council:
 - 1) Adopt Resolution R-2014-13, A Resolution of the City Council of the City of Placentia, California, authorizing a budget amendment in Fiscal Year 2013-14 in the aggregate amount of \$37,000 in compliance with City Charter § 1206 and § 1209 pertaining to appropriations for actual expenditures
 - 2) Authorize the purchase of equipment and related peripheral software with Asset Forfeiture funds in an amount not to exceed \$37,000
 - 3) Authorize the City Administrator or his designee to execute all necessary documents to effectuate these actions
- e. **Approve Increase in Existing Purchase Authorization with Management Partners for Interim Management Services Related to Development Services Staffing**
Financial Impact: Expense: Not to exceed \$60,000
Budgeted in Account No.: 101511-6001
Recommended Action: It is recommended that the City Council:
 - 1) Approve and authorize the City Administrator to increase the existing purchase authorization with Management Partners for interim management services by \$35,000 for an aggregate amount of \$60,000 in Fiscal Year 2013-14
- f. **Consideration of a Professional Services Agreement with Lilley Planning Group to Complete the General Plan Update**
Financial Impact: Budgeted in the Account No.: 333523-6017 JL#6018670149
Recommended Action: It is recommended that the City Council:
 - 1) Approve a professional services agreement with Lilley Planning Group for General Plan Update services in an amount not to exceed \$42,000
- g. **Placentia Economic Development Plan**
Financial Impact: None
Recommended Action: It is recommended that the City Council:
 - 1) Receive and file the Placentia Economic Development Plan

SUCCESSOR AGENCY CONSENT CALENDAR: None

ICDA CONSENT CALENDAR: None

2. PUBLIC HEARINGS:

COUNCIL/SUCCESSOR AGENCY/ICDA: None

COUNCIL:

a. **Consideration of Development Applications for the Schaner Ranch Project Located at 1128 Kraemer Boulevard**

Financial Impact: Revenue: \$676,800+ (Public Benefits)

Recommended Action: It is recommended that the City Council:

- 1) Open the hearing, receive public testimony, close public hearing
- 2) Approve, by minute action, Mitigated Negative Declaration MND-2014-01 and the associated Mitigation Monitoring Reporting Program
- 3) Adopt Resolution No. R-2014-14, A Resolution of the City Council of the City of Placentia, California, adopting a General Plan Amendment pertaining to that certain real property more particularly described herein and modifying the designation hereof from low density residential to medium density residential
- 4) Waive full reading, reading by title only, and introduce for first reading, Ordinance O-2014-04, An Ordinance of the City Council of the City of Placentia, California, amending Title 23 (Zoning Ordinance) of the Placentia Municipal Code adding a new Chapter 23.110 establishing regulations pertaining to the specific plan 10 zone
- 5) Waive full reading, reading by title only, and introduce for first reading, Ordinance O-2014-05, An Ordinance of the City Council of the City of Placentia, California, amending the Official Zoning Map of the City of Placentia by the designation of that certain parcel of real property more particularly described herein form R-1 single family residential district to specific plan 10
- 6) Adopt Resolution No. R-2014-15, A Resolution of the City Council of the City of Placentia, California, approving a Vesting Tentative Map and adopting a Mitigated Negative Declaration (NMD-2014-01) pertaining to property located on a 7.82-acres site at 1128 Kraemer Boulevard by HQT Placentia LLC
- 7) Waive full reading, reading by title only, and introduce for first reading, Ordinance O-2014-06, An Ordinance of the Council of the City of Placentia, California, approving that document entitlement "Development Agreement No. 2013-01 concerning that certain real property located east of Kraemer Boulevard and south of Morse Avenue, Placentia, California" and authorizing the Mayor and City Clerk to execute the same on behalf of the City of Placentia

SUCCESSOR AGENCY: None

ICDA: None

3. OLD BUSINESS:

COUNCIL/SUCCESSOR AGENCY/ICDA OLD BUSINESS: None

COUNCIL OLD BUSINESS: None

SUCCESSOR AGENCY OLD BUSINESS: None

ICDA OLD BUSINESS: None

4. NEW BUSINESS:

COUNCIL/SUCCESSOR AGENCY/ICDA NEW BUSINESS: None

COUNCIL NEW BUSINESS:

a. Consideration of General Plan Steering Committee

Financial Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Appoint two (2) members of the City Council to serve on the General Plan Steering Committee
- 2) Appoint the Chair (or Chair's designee from the Commission) of the following Commissions to serve on the General Plan Steering Committee: Planning Commission, Recreation and Parks Commission, Traffic Safety Commission, and Cultural Arts Commission

b. Approve Award of Contract to True North Research for Public Opinion Research

Financial Impact: Expense: Not to exceed \$25,000

Budgeted: \$25,000 (Account No.: 101511-6099)

Recommended Action: It is recommended that the City Council:

- 1) Approve a Professional Services Agreement with True North Research for Public Opinion Research in an amount not to exceed \$25,000
- 2) Adopt Resolution R-2014-16, A Resolution of the City Council of the City of Placentia, California, authorizing the appropriation for Fiscal Year 2013-14 Annual Budget in the amount of \$25,000 to Account No. 101511-6099 (Other Professional Services)
- 3) Authorize the City Administrator to sign the Professional Services Agreement, in a form approved by the City Attorney

SUCCESSOR AGENCY NEW BUSINESS:

c. Approval of Agreement for Acquisition of Real Property

Financial Impact: Appropriation of \$100,000 in uncommitted Community Facilities Funds (Account No.: 503901-6710) to Fiscal Year 2013-14 Capital Improvement Program

Recommended Action: It is recommended that the City Council:

- 1) Approve the Acquisition Agreement and authorize and direct the City Administrator to execute the Commercial Property Purchase Agreement and any related documents necessary to fund and effectuate the acquisition transaction in a form acceptable to the City Attorney
- 2) Approve a lease, with option to purchase, agreement in a form acceptable to the City Attorney with Gastelum for a five-year term at a monthly lease payment of \$5,000
- 3) Adopt Resolution R-2014-17, A Resolution of the City Council of the City of Placentia, California, authorizing a budget amendment in Fiscal Year 2013-14 in the aggregate amount of \$100,000 in compliance with City Charter Sections 1206 and 1209 pertaining to appropriations for actual expenditures

- d. **Approval of Agreement for Acquisition of Real Property**
Financial Impact: Appropriation of \$27,500 in uncommitted Community Facilities Funds (Account No.: 503901-6710) to Fiscal Year 2013-14 Capital Improvement Program
Recommended Action: It is recommended that the City Council:
- 1) Approve the Acquisition Agreement and authorize and direct the City Administrator to execute Agreement for Sale of Real Estate and any related documents necessary to fund and effectuate the acquisition transaction in a form acceptable to the City Attorney
 - 2) Adopt Resolution R-2014-18, A Resolution of the City Council of the City of Placentia, California, authorizing a budget amendment in Fiscal Year 2013-14 in the aggregate amount of \$27,500 in compliance with City Charter Sections 1206 and 1209 pertaining to appropriations for actual expenditures

ICDA NEW BUSINESS: None

CITY COUNCIL/BOARD MEMBERS REQUESTS:

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

ADJOURNMENT:

The City Council/Successor Agency/ICDA Agency Board of Directors will adjourn to March 25, 2014 at 6:00 p.m.

CERTIFICATION OF POSTING

I, Tania Moreno, Deputy City Clerk for the City of Placentia and Assistant Secretary of the Industrial Commercial Development Authority and Successor Agency, hereby certify that the Agenda for the March 18, 2014 meetings of the City Council, Successor Agency, and Industrial Commercial Development Authority was posted on March 13, 2014.

Tania Moreno, Deputy City Clerk

**VIPS RECOGNITION OF 2013 VOLUNTEER HOURS TO THE PLACENTIA POLICE
DEPARTMENT
CITY COUNCIL MEETING MARCH 18, 2014**

Mayor Nelson to introduce Chief of Police Rick Hicks, Crime Prevention Officer Marilyn Anderson and One OC Program Manager Cindy Braun.

Crime Prevention Officer Anderson to provide a brief description on the VIPS Program. Crime Prevention Officer Anderson and One OC Program Manager to recognize the VIPS for their volunteer service to the Placentia Police Department for 2013.

Presenters: Chief of Police Rick Hicks, Crime Prevention Officer Marilyn Anderson, and One OC Program Manager Cindy Braun

Recipients: Ed Alvarez, Ron Bartz, Lyle Lewinson, Lowell Stipe, Virginia Thomas and Robert Werbick

**Presentation A.
March 18, 2014**

**GENERAL PLAN UPDATE PRESENTATION
CITY COUNCIL MEETING MARCH 18, 2014**

City Administrator Troy L. Butzlaff to introduce Interim City Administrator Robyn Uptegraff who will be providing an update on the General Plan.

Presenter: Interim City Administrator Robyn Uptegraff

**Presentation B.
March 18, 2014**

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING MINUTES – EXECUTIVE SESSION
March 4, 2014
5:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER: Mayor/Board Chair Nelson called the meeting to order at 5:45 p.m.

ROLL CALL:

PRESENT: Council/Agency Members Underhill, Wanke, Yamaguchi, Aguirre, Nelson
ABSENT: None

ORAL COMMUNICATIONS:

Jeff Buchanan, resident, asked City Council to take into consideration Placentia Policy No. 352 when conducting the City Administrator's evaluation. He alleged that actions by the City Administrator during a department head meeting drove a Staff member to leave the City. He expressed his concerns regarding the City Administrator using a city credit card to pay for gasoline and a potential violation of the Brown Act by Staff.

Mayor Nelson directed the City Attorney to address the Brown Act violation comments.

City Attorney Arczynski noted that the information contained on the agenda item was correct, but there was a typographical error on the labeling of the executive session items.

CITY COUNCIL:

1. Pursuant to Government Code Section 54956.9(d)(2) for Conference with Legal Counsel Regarding Anticipated Litigation – One (1) Item
2. Pursuant to Government Code Section 54956.9(d)(4) for Conference with Legal Counsel Regarding the Initiation of Litigation – One (1) Item
3. Pursuant to Government Code Section 54957.6 Conference with City Labor Negotiator Concerning Labor Negotiations with the following groups:
 - a. Placentia Police Officers Association (PPOA)
 - b. Placentia Police Management Association (PPMA)
 - c. Placentia City Employees Association (PCEA)

City Representatives: Troy L. Butzlaff, City Administrator
Steve Pischel, Dir. Administrative/Community Services

4. Pursuant to Government Code Section 54957 for Public Employee Performance Evaluation
 - a. City Administrator
5. Pursuant to Government Code Section 54956.8 Conference with Real Property Negotiator:

- a. Property: Vacant 0.0631 Acre Parcel, APN 339-102-01
City Negotiator: Troy L. Butzlaff, City Administrator
Negotiating Parties: Suburban Propane, L.P.
Under Negotiations: Price and Terms of Payment
- b. Property: 207-209 W. Crowther Ave APN: 339-402-05; 07; 08; 11
City Negotiator: Troy L. Butzlaff, City Administrator
Negotiating Parties: Patrick Helgeson, Province Group
Under Negotiations: Price and Terms of Payment

SUCCESSOR AGENCY:

- 1. Pursuant to Government Code Section 54956.8 Conference with Real Property Negotiator:
 - a. Property: 132 Crowther Avenue, APN 339-091-08
Agency Negotiator: Troy L. Butzlaff, Executive Director
Negotiating Parties: Mark McEwen, DMWP, LLC
Under Negotiations: Price and Terms of Lease

ICDA:

- 1. Pursuant to Government Code Section 54956.8 Conference with Real Property Negotiator:
 - a. Property: 120 South Bradford Avenue, APN 339-052-23
Agency Negotiator: Troy L. Butzlaff, Executive Director
Negotiating Parties: Noah Furie, Budget Capital Corporation
Under Negotiations: Price and Terms of Payment

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

CALL TO ORDER:

PRESENT: Council/Agency Members Underhill, Wanke, Yamaguchi, Aguirre, Nelson
ABSENT: None

STAFF PRESENT: City Clerk, Patrick Melia; City Administrator/Executive Director, Troy L. Butzlaff; City Attorney/Agency Counsel, Andrew V. Arczynski; Director of Administrative Services and Community Services, Steve Pischel; Interim Finance Director, Michael Nguyen; Director of Public Works, Steve Drinovsky; Police Chief, Rick Hicks; Deputy Chief of Police, Ward Smith; Traffic Engineer, Ruth Smith; Deputy City Clerk, Tania Moreno

INVOCATION: Kenneth Milhander, Police Chaplain

PLEDGE OF ALLEGIANCE: Councilmember Wanke

EXECUTIVE SESSION REPORT:

City Attorney/Agency Counsel Arczynski reported the Council/Agency met in Executive Session to discuss the items listed on the agenda. He noted there were no reportable actions from Executive Session that evening.

CITY ADMINISTRATOR REPORT:

City Administrator Butzlaff announced that the Police Department offers Live Scan fingerprinting services to the public. He announced the registration for CERT classes scheduled to begin April 28, 2014. He announced the comment period for the College Town Plan in the City of Fullerton.

ORAL COMMUNICATIONS:

Stanley Nelson, resident, expressed his concerns regarding the second reading of Ordinance O-2014-02.

Craig Green, City Treasurer, expressed his concerns regarding a newspaper article on the February 22, 2014 Placentia News Times edition. He spoke in support of the Budget Stabilization Plan community workshops.

Jeff Buchanan, resident, noted that he attended the executive session meeting and spoke regarding the City Administrator evaluation and potential Brown Act violations by City Staff.

Linda Lucio, resident, expressed her concerns regarding comments made by Mr. Buchanan in opposition of the City Administrator. She thanked City Staff and Council for their hard work.

CITY COUNCIL/BOARD MEMBERS COMMENTS AND REPORTS:

Councilmember Underhill noted that Placentia received several statewide awards.

Councilmember Yamaguchi thanked Staff for the Commission and Committee appreciation event. He thanked all Commission and Committee members for their hard work. He reported he was part of the Disneyland Resort scholarship program event. He thanked residents who attended the Budget Stabilization Plan community workshops.

Councilmember Wanke reported he attended an Orange County Fire Authority meeting in which they discussed the standards of coverage. He noted that the Board decided to deal with other pressing projects before discussing standards of coverage. He thanked all Commission and Committee members for their hard work.

Mayor Pro Tem Aguirre reported he attended the Commission and Committee appreciation event and thanked the members for their work. He announced openings in the Cultural Arts Committee.

Mayor Nelson reported he attended the Commission and Committee appreciation event.

City Attorney Arczynski noted that he disagrees with the Brown Act violations analysis by Mr. Buchanan.

Mayor Nelson respectfully disagreed with Mr. Buchanan's allegations. He attended a meeting in Sacramento regarding CalPers.

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

A motion was made by Mayor Pro Tem Aguirre, seconded by Councilmember Wanke, to approve Consent Calendar Item Nos. 1.a. through 1.f.

COUNCIL/SUCCESSOR AGENCY/ICDA CONSENT CALENDAR:

- a. **Consideration to Waive Reading in Full of all Ordinances and Resolutions**
Financial Impact: None
Recommended Action: Approve
(5 – 0, as recommended)

- b. **Minutes**
City Council/Successor/ICDA Regular Meeting – February 18, 2014
Recommended Action: Approve
(5 – 0, as recommended)

- c. **City Fiscal Year 2013-14 Warrant Register for February 19, 2014 through March 4, 2014**
Financial Impact: \$814,520.85
Recommended Action: Approve
(5 – 0, as recommended)

COUNCIL CONSENT CALENDAR:

- d. **Bradford Avenue Updated Parking Restrictions**
Financial Impact: None
Recommended Action: It is recommended that the City Council:
1) Adopt Resolution R-2014-11, A Resolution of the City Council of the City of Placentia, California, updating parking restrictions on Bradford Avenue
(5 – 0, as recommended)

- e. **Approval of Memorandum of Understanding Between the City and the Placentia City Employees Association**
Financial Impact: Expense: \$51,000 estimated in Fiscal Year 2013-14
Savings: Continued savings of \$200,000 from employee contributions to retirement; Additional ongoing and long-term savings through implementation of MOU amendments
Recommended Action: It is recommended that the City Council:
1) Approve the proposed Memorandum of Understanding with the Placentia City Employees Association
2) Authorize the Director of Administrative/Community Services, and Interim Finance Director/Finance Services Manager to sign the document on behalf of the City Council and City Administrator
(5 – 0, as recommended)

- f. **Approval of Memorandum of Understanding Between the City and the Placentia Police Officers Association**
Financial Impact: Expense: \$75,000 estimated in Fiscal Year 2013-14
Savings: Continued savings from employee contributions to retirement; Additional ongoing and long-term savings through implementation of MOU amendments
Recommended Action: It is recommended that the City Council:
1) Approve the proposed Memorandum of Understanding with the Placentia Police Officers Association

- 2) Authorize the Director of Administrative/Community Services, and Interim Finance Director/Finance Services Manager to sign the document on behalf of the City Council and City Administrator
- 3) Adopt Resolution R-2014-12, A Resolution of the City Council of the City of Placentia, California, authorizing the implementation of provisions of Section 414(h)(2) of the Internal Revenue Code (IRC) to pre-tax member paid contributions for Placentia Police Officers Association (PPOA) members

(5 – 0, as recommended)

SUCCESSOR AGENCY CONSENT CALENDAR: None

ICDA CONSENT CALENDAR: None

2. PUBLIC HEARINGS:

COUNCIL/SUCCESSOR AGENCY/ICDA: None

COUNCIL: None

SUCCESSOR AGENCY: None

ICDA: None

3. OLD BUSINESS:

COUNCIL/SUCCESSOR AGENCY/ICDA OLD BUSINESS: None

COUNCIL OLD BUSINESS:

a. Second Reading and Adoption of Ordinance O-2014-02 Repealing Ordinance O-2013-09 Allowing Digital and Static Advertising Displays On City-Owned Property

CEQA Determination: Not Applicable

Financial Impact: Not Applicable

Recommended Action: It is recommended that the City Council:

- 1) Waive full reading, reading by title only, and accept for second reading and adoption, Ordinance O-2014-02, entitled an Ordinance of the City Council of the City of Placentia, California, repealing Ordinance O-2013-09, Zoning Code Amendment 2014-01

(5 – 0, as recommended)

City Administrator Butzlaff provided a brief staff report on item 3.a. He noted that this is the second reading, adoption of Ordinance O-2014-02, and recommended the adoption of the ordinance.

Mayor Nelson noted that Regency is behind the referendum petition. He noted that it is not the City's intention to place Las Vegas style billboards. He noted that Council is revising the Ordinance to allow billboards along the 57 and 91 corridors.

A motion was made by Mayor Nelson, seconded by Councilmember Wanke, and carried (5 – 0) to waive full reading, reading by title only, and accept for second reading and adoption,

Ordinance O-2014-02, entitled an Ordinance of the City Council of the City of Placentia, California, repealing Ordinance O-2013-09, Zoning Code Amendment 2014-01.

- b. **Second Reading and Adoption of Ordinance No. O-2014-03 Entitled: An Ordinance of the City Council of the City of Placentia, Acting in its Capacity as the Legislative Body of the City of Placentia Community Facilities District No. 2014-01 (Public Services) Authorizing the Levy of a Special Tax Therein; Authorizing the Levy of Collection of Special Taxes by Community Facilities District No. 2014-01 and the Furnishing of the Specified Services**

Financial Impact: Not Applicable

Recommended Action: It is recommended that the City Council:

- 1) Conduct second reading by title only and adopt Ordinance No. O-2014-03, entitled an Ordinance of the City Council of the City of Placentia, acting in its capacity as the legislative body of the City of Placentia Community Facilities District No. 2014-01 (Public Services) authorizing the levy of a special tax therein; authorizing the levy and collection of special taxes by Community Facilities District No. 2014-01 and the furnishing of the specified services

(5 – 0, as recommended)

City Administrator Butzlaff provided a brief staff report on item 3.b. He noted that this is the second reading, adoption of Ordinance O-2014-03, and recommended the adoption of the ordinance.

A motion was made by Mayor Nelson, seconded by Councilmember Wanke, and carried (5 – 0) to conduct second reading by title only and adopt Ordinance No. O-2014-03, entitled an Ordinance of the City Council of the City of Placentia, acting in its capacity as the legislative body of the City of Placentia Community Facilities District No. 2014-01 (Public Services) authorizing the levy of a special tax therein; authorizing the levy and collection of special taxes by Community Facilities District No. 2014-01 and the furnishing of the specified services.

SUCCESSOR AGENCY OLD BUSINESS: None

ICDA OLD BUSINESS: None

4. NEW BUSINESS:

COUNCIL/SUCCESSOR AGENCY/ICDA NEW BUSINESS: None

COUNCIL NEW BUSINESS: None

SUCCESSOR AGENCY NEW BUSINESS:

- a. **Adoption of a Resolution Authorizing and Directing the Interim Director of Finance to Establish a Separate Bank Account and Federal Tax ID for the Successor Agency**

Financial Impact: Not Applicable

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution RSA-2014-02, A Resolution of the City Council of the City of Placentia, California, acting as the Successor Agency to the

Redevelopment Agency of the City of Placentia, authorizing and directing establishment of a bank account for the Successor Agency, establishing a separate Federal EIN for the Successor Agency and authorizing the execution of all documents reasonably necessary to establish said account and Federal EIN

- 2) Authorize the City Administrator/Executive Director to execute all documents necessary to effectuate this action

(5 – 0, as recommended)

City Administrator Butzlaff provided a brief staff report on item 4.a. He noted that this is an administrative action.

A motion was made by Mayor Nelson, seconded by Councilmember Wanke, and carried (5 – 0) to adopt Resolution RSA-2014-02, A Resolution of the City Council of the City of Placentia, California, acting as the Successor Agency to the Redevelopment Agency of the City of Placentia, authorizing and directing establishment of a bank account for the Successor Agency, establishing a separate Federal EIN for the Successor Agency and authorizing the execution of all documents reasonably necessary to establish said account and Federal EIN; and authorize the City Administrator/Executive Director to execute all documents necessary to effectuate this action.

ICDA NEW BUSINESS: None

CITY COUNCIL/BOARD MEMBERS REQUESTS:

Councilmember Underhill inquired about a future Study Session regarding the Budget Stabilization Plan.

City Administrator Butzlaff noted that the tentative date for the Study Session is March 25, 2014.

Councilmember Wanke expressed his appreciation to the employee groups regarding the Memorandums of Understanding.

Mayor Nelson noted that the City Administrator evaluation would be placed on a future agenda. He expressed his appreciation for the work done by the City Administrator.

ADJOURNMENT:

The City Council/Successor Agency/ICDA Agency Board of Directors adjourned to March 12, 2014 in memory of Richard Solorsa and Brenda S. Papis.

SCOTT W. NELSON
MAYOR/AGENCY CHAIR

ATTEST:

PATRICK J. MELIA, CITY CLERK/AGENCY
SECRETARY

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
ADJOURNED REGULAR MEETING MINUTES – EXECUTIVE SESSION
March 12, 2014
6:00 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER: Mayor/Board Chair Nelson called the meeting to order at 6:00 p.m.

ROLL CALL:

PRESENT: Councilmember/Board Member Underhill, Wanke, Yamaguchi, Aguirre, Nelson
ABSENT: None

ORAL COMMUNICATIONS: None

CITY COUNCIL:

1. Pursuant to Government Code Section 54957 for Public Employee Performance Evaluation
 - a. City Administrator

SUCCESSOR AGENCY: None

ICDA: None

ADJOURNMENT:

The City Council/Successor Agency/ICDA Agency Board of Directors adjourned at 8:30 p.m. to March 18, 2014 at 5:30 p.m.

SCOTT W. NELSON
MAYOR/AGENCY CHAIR

ATTEST:

PATRICK J. MELIA, CITY CLERK/AGENCY
SECRETARY

City of Placentia
Warrant Register
For 03/18/2014

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
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Grand Total: 2,009,730.91

Warrant Totals by ID	
AP	1,943,208.09
EP	66,522.82
IP	0.00
OP	0.00

Warrant Totals by Fund	
101-General Fund	1,559,000.86
265-Landscape Maintenance	3,449.14
270-Housing and Community Develop.	13,825.00
275-Sewer Maintenance	8,928.65
280-Misc Grants Fund	990.06
401-City Capital Projects	61,982.89
501-Refuse Administration	16,276.18
601-Employee Health & Welfare	192,735.46
605-Risk Management	68,879.56
615-Information Technology	7,008.64
620-Citywide Services	70,835.87
701-Special Deposits	5,818.60

Void Total: 0.00
Warrant Total: 2,009,730.91

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

Warrant Total: 2,009,730.91

1.c.
March 18, 2014

**City of Placentia
Warrant Register
For 03/12/2014**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ADAMS, ED V001652	WINTER INSTRUCTOR PAYMENT	104071-6060 / 79340-6060 Instructional Services	TK0311A	767.60	WINTER 2014	P10058	00083321	03/18/2014
				Vendor Total:	767.60				
MW OH	ADMINSURE V004980	JAN WORKER'S COMP SVS	404580-6025 Third Party Administration	TK0311A	3,640.12	68837		00083322	03/18/2014
				Vendor Total:	3,640.12				
MW OH	ALL CITY MANAGEMENT V000005	FEB CROSSING GUARD SVS	103041-6099 Other Professional Services	TK0311A	7,227.36	34260	P09401	00083323	03/18/2014
				Vendor Total:	7,227.36				
MW OH	ANAHEIM ICE V000318	WINTER INSTRUCTOR PAYMENT	104071-6060 / 79314-6060 Instructional Services	TK0311A	110.50	WINTER 2014	P10039	00083324	03/18/2014
				Vendor Total:	110.50				
MW OH	ANDRES TECHNICAL V009334	REFUND-BUSINESS LICENSE	100000-4101 Gross Receipts	TK0311A	33.85	22714A		00083325	03/18/2014
				Vendor Total:	33.85				
MW IP	ANTHEM LIFE INSURANCE V000046	MARCH OPTIONAL LIFE INSURANCE	10-2186 Optional Life Insurance	ITK030614	5.00	03314A		00083296	03/06/2014
				Vendor Total:	5.00				
MW OH	ARAMARK UNIFORM V004232	PW UNIFORMS	103650-6360 Uniforms	TK0311A	138.73	502-8399051	P09047	00083326	03/18/2014
MW OH	ARAMARK UNIFORM V004232	PW UNIFORMS	103650-6360 Uniforms	TK0311A	64.80	502-8399052	P09047	00083326	03/18/2014
MW OH	ARAMARK UNIFORM V004232	PW UNIFORMS	103650-6360 Uniforms	TK0311A	150.89	528553493	P09047	00083326	03/18/2014
MW OH	ARAMARK UNIFORM V004232	PW UNIFORMS	103650-6360 Uniforms	TK0311A	72.22	528553494	P09047	00083326	03/18/2014
MW OH	ARAMARK UNIFORM V004232	PW UNIFORMS	103650-6360 Uniforms	TK0311A	191.66	528570352	P09047	00083326	03/18/2014
				Vendor Total:	618.30				
MW OH	ARCZYNSKI, ANDREW V	FEB LEGAL SERVICES	101005-6005	TK0311A	35,389.06	022814	P09399	00083327	03/18/2014

**City of Placentia
Warrant Register
For 03/12/2014**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V005588		Legal Services						
MW OH	ARUMUGAM, ARUNKUMAR CLASS REFUND V009333		100000-4340 / 79340-4340 Recreation Programs	Vendor Total: TK0311A	35,389.06 85.00 92196			00083328	03/18/2014
MW IP	AT & T V008736	FEB U-VERSE CHARGES	431010-6215 Telephone	Vendor Total: ITK030614	85.00 50.00 021914			00083297	03/06/2014
MW IP	AT&T V004144	JAN-FEB PHONE CHARGES	296561-6215 Telephone	Vendor Total: ITK0227A	50.00 260.19 021514			00083278	02/27/2014
MW IP	AT&T V004144	JAN-FEB PHONE CHARGES	431010-6215 Telephone	ITK0227A	812.36 021514			00083278	02/27/2014
MW IP	ATHENS SERVICES V006622	JAN STREET SWEEPING	374387-6099 Other Professional Services	Vendor Total: ITK030614	1,072.55 14,084.53 3899190114		P09060	00083298	03/06/2014
MW IP	BANK OF AMERICA V008741	CALDAG MANUAL	102532-6320 Books & Periodicals	Vendor Total: ITK030414	14,084.53 95.13 JANUARY 14			00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	CALDAG MANUAL	102531-6320 Books & Periodicals	ITK030414	78.72 JANUARY 14			00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	CAFR AWARD APPLICATION	102021-6099 Other Professional Services	ITK030414	435.00 JANUARY 14			00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	BUSINESS LICENSE MTG SUPPLIES	102020-6245 Meetings & Conferences	ITK030414	8.99 JANUARY 14			00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	CALDAG MANUAL	101512-6320 Books & Periodicals	ITK030414	62.31 JANUARY 14			00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	MISC SUPPLIES	101512-6301 Special Department Supplies	ITK030414	115.80 JANUARY 14			00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	MMAC MEMBERSHIP-DE LA TORRE	01512-6255 Dues & Memberships	ITK030414	75.00 JANUARY 14			00083295	02/25/2014

**City of Placentia
Warrant Register
For 03/12/2014**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW IP	BANK OF AMERICA V008741	INTERVIEW PANEL MEAL	101512-6250 Staff Training	ITK030414	26.46	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	INTERVIEW PANEL MEAL	101512-6250 Staff Training	ITK030414	16.05	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	INTERVIEW PANEL MEAL	101512-6250 Staff Training	ITK030414	23.28	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	NOTARY REG,OATH,BOND	101512-6250 Staff Training	ITK030414	34.00	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	INTERVIEW PANEL MEAL	101512-6245 Meetings & Conferences	ITK030414	12.64	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	MISC SUPPLIES	101511-6315 Office Supplies	ITK030414	6.45	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	CERTIFICATE FRAME	101511-6315 Office Supplies	ITK030414	24.28	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	CAMERA BATTERY	101511-6301 Special Department Supplies	ITK030414	12.95	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	GASOLINE-BUTZLAFF	101511-5199 Other Employee Benefits	ITK030414	59.21	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	FASTRAK-BUTZLAFF	101511-5199 Other Employee Benefits	ITK030414	35.00	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	GASOLINE-BUTZLAFF	101511-5199 Other Employee Benefits	ITK030414	70.08	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	GASOLINE-BUTZLAFF	101511-5199 Other Employee Benefits	ITK030414	65.60	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	ED TRAINING REG-LE	102534-6245 Meetings & Conferences	ITK030414	50.00	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	GASOLINE-BUTZLAFF	101511-5199 Other Employee Benefits	ITK030414	47.33	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	BOOK FOR CITY TREASURER	101003-6245 Meetings & Conferences	ITK030414	116.59	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA	MISC SUPPLIES	101001-6301	ITK030414	32.95	JANUARY 14		00083295	02/25/2014

City of Placentia
Warrant Register
For 03/12/2014

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V008741		Special Department Supplies						
MW IP	BANK OF AMERICA V008741	1/21 COUNCIL DINNER	101001-6245 Meetings & Conferences	ITK030414	47.40	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	1/21 COUNCIL DINNER	101001-6245 Meetings & Conferences	ITK030414	26.30	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	1/21 COUNCIL DINNER	101001-6245 Meetings & Conferences	ITK030414	4.16	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	1/21 COUNCIL DINNER	101001-6245 Meetings & Conferences	ITK030414	20.49	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	LEAGUE CONF AIRFARE-NELSON	101001-6245 Meetings & Conferences	ITK030414	462.00	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	1/7 COUNCIL DINNER	101001-6245 Meetings & Conferences	ITK030414	51.79	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	LEAGUE CONF HOTEL-NELSON	101001-6245 Meetings & Conferences	ITK030414	659.61	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	LEAGUE CONF REG-NELSON	101001-6245 Meetings & Conferences	ITK030414	550.00	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	1/7 COUNCIL DINNER	101001-6245 Meetings & Conferences	ITK030414	55.24	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	BUILDING CLASS REG-CHERENE	0044-2049 Health & Safety Collection	ITK030414	895.00	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	SR. CENTER SUPPLIES	0044-2040 / 79278-2040 Special Deposits	ITK030414	67.95	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	ACCOC MEETING REG-LE	102534-6245 Meetings & Conferences	ITK030414	65.00	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	APPLE TV CORD	103040-6301 Special Department Supplies	ITK030414	16.19	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	SHIPPING CHARGES	103040-6325 Postage	ITK030414	19.99	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	SHIPPING CHARGES	103040-6325 Postage	ITK030414	11.90	JANUARY 14		00083295	02/25/2014

**City of Placentia
Warrant Register
For 03/12/2014**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW IP	BANK OF AMERICA V008741	ACCOC PARKING-LE	102534-6245 Meetings & Conferences	ITK030414	5.00	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	PD NOTARY SERVICES	103041-6250 Staff Training	ITK030414	40.00	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	SLI #7 HOTEL-MCELHINNEY	103041-6250 Staff Training	ITK030414	294.84	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	PD NOTARY SERVICES	103041-6250 Staff Training	ITK030414	40.00	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	SLI #8 HOTEL-MCELHINNEY	103041-6250 Staff Training	ITK030414	196.56	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	RIFLE TRAINING MEALS	103041-6250 Staff Training	ITK030414	21.60	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	PD NOTARY SERVICES	103040-6301 Special Department Supplies	ITK030414	40.00	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	RIFLE TRAINING MEALS	103041-6250 Staff Training	ITK030414	68.63	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	RIFLE TRAINING MEALS	103041-6250 Staff Training	ITK030414	56.68	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	GASOLINE-BUTZLAFF	101511-5199 Other Employee Benefits	ITK030414	68.89	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	SHIPPING CHARGES	103041-6301 Special Department Supplies	ITK030414	8.24	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	BATTERIES FOR PD	103041-6301 / 50040-6301 Special Department Supplies	ITK030414	104.15	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	BATTERIES FOR PD	103041-6301 / 50040-6301 Special Department Supplies	ITK030414	84.08	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	UNIFORM CLEANING-ALEXANDER	103041-6360 / 50040-6360 Uniforms	ITK030414	15.55	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	NARC TRAINING-PERRY	103042-6250 Staff Training	ITK030414	365.00	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA	PD SEARCH WARRANT SUPPLIES	103042-6301	ITK030414	19.00	JANUARY 14		00083295	02/25/2014

**City of Placentia
Warrant Register
For 03/12/2014**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V008741		Special Department Supplies						
MW IP	BANK OF AMERICA V008741	PD SEARCH WARRANT SUPPLIES	103042-6301 Special Department Supplies	ITK030414	13.95	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	CAPE SEMINAR REG-TORRES	103043-6245 Meetings & Conferences	ITK030414	20.00	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	CAPE SEMINAR REG-TORRES	103043-6245 Meetings & Conferences	ITK030414	200.00	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	DISPATCH SUPERVISOR	103043-6250 Staff Training	ITK030414	350.00	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	SWABS & STERILE WATER AMPULES	103043-6301 / 50081-6301 Special Department Supplies	ITK030414	231.00	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	JAIL BLANKETS	103043-6301 / 50085-6301 Special Department Supplies	ITK030414	96.06	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	LATEX GLOVES & LABLES	103043-6301 / 50100-6301 Special Department Supplies	ITK030414	554.88	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	CDS FOR PD	103043-6301 / 50100-6301 Special Department Supplies	ITK030414	372.60	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	CASE DR13-3989 PHOTOS	103043-6301 / 50100-6301 Special Department Supplies	ITK030414	6.03	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	KEYS FOR PD VIPS	103043-6301 / 50130-6301 Special Department Supplies	ITK030414	51.84	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	PESTICIDE CERT RENEWAL	103550-6245 Meetings & Conferences	ITK030414	60.00	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	PATCH CREW SUPPLIES	103652-6301 Special Department Supplies	ITK030414	113.11	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	CEMENT FOR ADA SIDEWALKS	103652-6301 Special Department Supplies	ITK030414	53.30	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	CEMENT BUCKETS	103652-6301 Special Department Supplies	ITK030414	329.38	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	CEMENT FOR ADA SIDEWALKS	103652-6301 Special Department Supplies	ITK030414	42.48	JANUARY 14		00083295	02/25/2014

**City of Placentia
Warrant Register
For 03/12/2014**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW IP	BANK OF AMERICA V008741	ASPHALT RELEASE	103652-6301 Special Department Supplies	ITK030414	143.10	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	REPLACEMENT LIGHTS	103655-6130 Repair & Maint/Facilities	ITK030414	43.59	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	REPLACEMENT LIGHTS	103655-6130 Repair & Maint/Facilities	ITK030414	14.01	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	BALLAST	103655-6130 Repair & Maint/Facilities	ITK030414	104.25	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	SECURITY LIGHTS	103655-6130 Repair & Maint/Facilities	ITK030414	84.21	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	RESTROOM LIGHTS	103655-6130 Repair & Maint/Facilities	ITK030414	14.01	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	LIGHT BALLAST	103655-6130 Repair & Maint/Facilities	ITK030414	366.02	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	JACK HAMMER RENTAL	103655-6170 Equipment & Tool Rental	ITK030414	75.00	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	CREDIT	103655-6170 Equipment & Tool Rental	ITK030414	-17.18	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	SOD FOR BALL FIELDS	103655-6301 Special Department Supplies	ITK030414	25.79	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	PW TONER	103655-6301 Special Department Supplies	ITK030414	115.00	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	ITK030414	51.71	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	CONCRETE CUTTER BLADE	103655-6301 Special Department Supplies	ITK030414	61.45	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	PAINT SUPPLIES	103655-6301 Special Department Supplies	ITK030414	63.80	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	BACK STOP BOARDS	103655-6301 Special Department Supplies	ITK030414	198.41	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA	GOMEZ POOL REPAIR SUPPLIES	103655-6301	ITK030414	34.80	JANUARY 14		00083295	02/25/2014

**City of Placentia
Warrant Register
For 03/12/2014**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V008741		Special Department Supplies						
MW IP	BANK OF AMERICA V008741	BACK STOP BOARDS	103655-6301 Special Department Supplies	ITK030414	16.92	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	CONCRETE REPAIR SUPPLIES	103655-6301 Special Department Supplies	ITK030414	28.66	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	CONCERT SHARE REG-ZAMBRANO	104071-6245 Meetings & Conferences	ITK030414	45.00	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	CPRS MEMBERSHIP-NICKS	104071-6255 Dues & Memberships	ITK030414	165.00	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	SMAF MEMBERSHIP-BRAND	104071-6255 Dues & Memberships	ITK030414	70.00	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	MEMORIAL BENCH PLAQUE	104071-6301 Special Department Supplies	ITK030414	245.00	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ITK030414	67.47	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ITK030414	172.94	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	SR. CENTER/P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ITK030414	159.06	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ITK030414	51.46	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	FUTSAL SUPPLIES	104071-6301 Special Department Supplies	ITK030414	97.24	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	SR. CENTER WATER SVS	104071-6301 / 79105-6301 Special Department Supplies	ITK030414	7.74	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	YOUTH BASKETBALL SUPPLIES	104071-6301 / 79376-6301 Special Department Supplies	ITK030414	28.62	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	PLAN ROOM SUPPLIES	333554-6899 / 6112340158-6899 Other Capital Outlay	ITK030414	487.83	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	HDMI TO VGA-J. MARTINEZ	422023-6301 Special Department Supplies	ITK030414	161.97	JANUARY 14		00083295	02/25/2014

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MW IP	BANK OF AMERICA V008741	BUSINESS CARD SCANNER	422023-6301 Special Department Supplies	ITK030414	444.92	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	MISC SUPPLIES	431010-6301 Special Department Supplies	ITK030414	35.42	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	CITY HALL FOUNTAIN KEYS	433654-6130 Repair & Maint/Facilities	ITK030414	6.80	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	LIGHT BULBS	433654-6137 Repair Maint/Equipment	ITK030414	43.57	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	VALVE STEMS	433654-6137 Repair Maint/Equipment	ITK030414	96.93	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	EXHAUST FAN	433654-6137 Repair Maint/Equipment	ITK030414	101.51	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	RESTROOM REPAIR SUPPLIES	433654-6137 Repair Maint/Equipment	ITK030414	31.20	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	POOL CHEMICAL DELIVERY	433654-6137 Repair Maint/Equipment	ITK030414	74.52	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	RESTROOM REPAIR SUPPLIES	433654-6137 Repair Maint/Equipment	ITK030414	166.45	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	RESTROOM REPAIR SUPPLIES	433654-6137 Repair Maint/Equipment	ITK030414	6.48	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	SIGNAL BOX KEYS	433654-6301 Special Department Supplies	ITK030414	41.42	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	RUBBING COMPOUND/WAX	433658-6134 Vehicle Repair & Maintenance	ITK030414	29.12	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	SMOG TEST	433658-6290 Dept. Contract Services	ITK030414	40.00	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	SMOG TEST	433658-6290 Dept. Contract Services	ITK030414	40.00	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	SMOG TEST	433658-6290 Dept. Contract Services	ITK030414	40.00	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	SMOG TEST	433658-6290 Dept. Contract Services	ITK030414	40.00	JANUARY 14		00083295	02/25/2014

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	V008741		Dept. Contract Services						
MW IP	BANK OF AMERICA V008741	SMOG TEST	433658-6290 Dept. Contract Services	ITK030414	40.00	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	CODE ENFORCEMENT	103041-6250 Staff Training	ITK030414	100.00	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	SMOG TEST	433658-6290 Dept. Contract Services	ITK030414	40.00	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	HEALTH/SAFETY CODE	103041-6250 Staff Training	ITK030414	125.00	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	SMOG TEST	433658-6290 Dept. Contract Services	ITK030414	40.00	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	SMOG TEST	433658-6290 Dept. Contract Services	ITK030414	40.00	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	SMOG TEST	433658-6290 Dept. Contract Services	ITK030414	40.00	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	PW SHOP RAGS	433658-6301 Special Department Supplies	ITK030414	534.61	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	SANDING DISCS,AIR DRILL	433658-6301 Special Department Supplies	ITK030414	268.16	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	WATER TRUCK SUPPLIES	433658-6301 Special Department Supplies	ITK030414	48.41	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	CITY GRILL SUPPLIES	433658-6301 Special Department Supplies	ITK030414	12.21	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	PROPANE WAND	433658-6301 Special Department Supplies	ITK030414	159.68	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	GAS PUMP TEST	433658-6345 Gasoline & Diesel Fuel	ITK030414	380.44	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	OIS TRAINING REG-ANGEL,AUDISSI	103041-6250 Staff Training	ITK030414	452.00	JANUARY 14		00083295	02/25/2014
MW IP	BANK OF AMERICA V008741	PD WATER SERVICE	103041-6301 Special Department Supplies	ITK030414	226.80	JANUARY 14		00083295	02/25/2014

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MW IP	BANK OF AMERICA V008741	MCV DIRECT TV SERVICES	103041-6301 Special Department Supplies	ITK030414	51.99	JANUARY 14		00083295	02/25/2014
MW OH	BEARD ELECTRIC V004055	PUMP STATION MAINT	103652-6301 Special Department Supplies	Vendor Total: TK0311A	15,360.21 589.78	49265	P10050	00083329	03/18/2014
MW OH	BOWE, JACQI V005959	SR. CENTER ENTERTAINMENT	0044-2067 / 79392-2067 Heritage Committee	Vendor Total: TK0311A	589.78 150.00	21414	P09996	00083330	03/18/2014
MW OH	BREA ELECTRIC COMPANY V007990	INSTALL WIRING FOR IRRIGATION	103655-6115 Landscaping	Vendor Total: TK0311A	150.00 248.54	20335	P10032	00083331	03/18/2014
MW OH	BREA ELECTRIC COMPANY V007990	REPLACE BREAKERS	103655-6301 Special Department Supplies	TK0311A	1,566.20	20439	P10038	00083331	03/18/2014
MW OH	BURKE WILLIAMS & V006247	JAN LEGAL SERVICES	101005-6005 Legal Services	Vendor Total: TK0311A	1,814.74 6,169.58	174672	P08928	00083332	03/18/2014
MW OH	CALED V001993	MEMBERSHIP DUES-LE	102534-6255 Dues & Memberships	Vendor Total: TK0311A	6,169.58 250.00	030414	P10079	00083333	03/18/2014
MW OH	CALIFORNIA FORENSIC V000232	FEB BLOOD DRAWS	103040-6055 Medical Services	Vendor Total: TK0311A	250.00 870.75	02.28.14	P08871	00083334	03/18/2014
MW IP	CALIFORNIA PUBLIC V006234	MARCH MEDICAL PREMIUMS	395083-5161 Health Insurance Premiums	Vendor Total: ITK0227A	870.75 13,011.97	10000001423447		00083279	02/27/2014
MW IP	CALIFORNIA PUBLIC V006234	MARCH MEDICAL PREMIUMS	395000-4715 ISF Health Ins Reimbursement	ITK0227A	115,274.80	10000001423447		00083279	02/27/2014
MW OH	CALIFORNIA STATE	P/E 3/1/14 PD DATE 3/7/14	0010-2196	Vendor Total: PY14005	128,286.77 461.53	2700/1401005		00083313	03/07/2014

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	V004813		Garnishments W/H						
				Vendor Total:	461.53				
MW OH	CALIFORNIA STATE V006510	DEC CSUF IMPOUND FEES	103041-6183 CSUF PD Reimburse Impound Fees	TK0311A	1,154.25	DEC 13 CSUFDP09220		00083335	03/18/2014
				Vendor Total:	1,154.25				
MW IP	CALPERS V003986	1959 SURVIVOR BENEFITS	101512-5145 Retirement PERS	ITK0227A	55.20	10000001420168		00083280	02/27/2014
MW IP	CALPERS V003986	1959 SURVIVOR BENEFITS	101512-5145 Retirement PERS	ITK0227A	3,864.00	10000001420209		00083280	02/27/2014
MW IP	CALPERS V003986	1959 SURVIVOR BENEFITS	101512-5145 Retirement PERS	ITK0227A	441.60	10000001420209		00083280	02/27/2014
MW IP	CALPERS V003986	1959 SURVIVOR BENEFITS	101512-5145 Retirement PERS	ITK0227A	55.20	10000001420527		00083280	02/27/2014
MW IP	CALPERS V003986	1959 SURVIVOR BENEFITS	101512-5145 Retirement PERS	ITK0227A	2,649.60	10000001420530		00083280	02/27/2014
				Vendor Total:	7,065.60				
MW OH	CANON FINANCIAL SERVICE V008867	ARCH PD FAX LEASE PAYMENT	374386-6175 Office Equipment Rental	TK0311A	15.08	13581870	P09070	00083336	03/18/2014
MW OH	CANON FINANCIAL SERVICE V008867	ARCH PD FAX LEASE PAYMENT	431010-6175 Office Equipment Rental	TK0311A	15.09	13581870	P09070	00083336	03/18/2014
MW OH	CANON FINANCIAL SERVICE V008867	ARCH COPIER LEASE PAYMENT	374386-6175 Office Equipment Rental	TK0311A	250.00	13581871	P09071	00083336	03/18/2014
MW OH	CANON FINANCIAL SERVICE V008867	ARCH COPIER LEASE PAYMENT	431010-6175 Office Equipment Rental	TK0311A	250.00	13581871	P09071	00083336	03/18/2014
				Vendor Total:	530.17				
MW OH	CARL WARREN & CO V008011	FEB 3RD PARTY LIABILITY CLAIMS	04582-6025 Third Party Administration	TK0311A	1,481.00	1568598	P09119	00083337	03/18/2014
				Vendor Total:	1,481.00				
MW OH	CARWASH OF AMERICA V000771	FEB CITY CAR WASHES	433658-6290 Dept. Contract Services	TK0311A	209.76	FEB 14	P08973	00083338	03/18/2014

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MW OH	CB RANCH ENTERPRISES V000178	EXCURSION 3/29/14	104071-6270 / 79506-6270 Excursions	Vendor Total: TK0311A	209.76	32914	P09979	00083339	03/18/2014
MW OH	CITY OF BREA V000125	PRINTING SERVICES	431010-6230 Printing & Binding	Vendor Total: TK0311A	210.00	6-1797	P10028	00083340	03/18/2014
MW OH	CITY OF LA HABRA V000600	2ND QTR COURT LIAISON SVS	103043-6290 Dept. Contract Services	Vendor Total: TK0311A	147.74	LH 14-302-AR	P08919	00083341	03/18/2014
MW OH	CITY OF TUSTIN V005980	2014 MEMBERSHIP RENEWAL	101512-6255 Dues & Memberships	Vendor Total: TK0311A	7,135.75	2014	P10064	00083342	03/18/2014
MW OH	CLARK CONSTRUCTION V009340	WALKTHROUGH INSPECTION-120	S03901-6099 Other Professional Services	Vendor Total: TK0311A	250.00	022714	P10071	00083343	03/18/2014
MW OH	DFS FLOORING INC V000099	FEB CARPET CLEANING	433654-6130 Repair & Maint/Facilities	Vendor Total: TK0311A	750.00	300098-105	P08974	00083344	03/18/2014
MW OH	DOG SERVICES UNLIMITED V002335	WINTER INSTRUCTOR PAYMENT	104071-6060 / 79316-6060 Instructional Services	Vendor Total: TK0311A	605.00	WINTER 2014	P10059	00083345	03/18/2014
MW IP	DUDEK & ASSOCIATES INC V004114	ENGINEERING SVS	484356-6017 Special Studies	Vendor Total: ITK030614	526.85	20133231	P10054	00083299	03/06/2014
MW IP	DUDEK & ASSOCIATES INC V004114	ENGINEERING SVS	484356-6017 Special Studies	ITK030614	114.71	20134937-A	P10054	00083299	03/06/2014
MW IP	DUDEK & ASSOCIATES INC V004114	ENGINEERING SVS	484356-6017 Special Studies	ITK030614	780.00	20140070	P10054	00083299	03/06/2014
				Vendor Total:	1,748.17				

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MW OH	EDUCATIONAL CREDIT V004608	P/E 3/1/14 PD DATE 3/7/14	0010-2196 Garnishments W/H	PY14005	78.82	2711/1401005		00083314	03/07/2014
MW OH	EJ WARD INC V001108	FUEL READER PARTS/SUPPORT	433658-6134 Vehicle Repair & Maintenance	Vendor Total: TK0311A	78.82 1,213.75	43347	P10035	00083346	03/18/2014
MW OH	EVANS GUNSMITHING'S V003336	JAN RANGE FEES	103043-6160 Facility Rental	Vendor Total: TK0311B	1,213.75 75.00	6692	P10016	00083347	03/18/2014
MW OH	EXPRESS EMPLOYMENT V009055	2/10-20 PW VEHICLE MAINT STAFF	433658-6290 Dept. Contract Services	Vendor Total: TK0311B	75.00 2,439.68	13743510-3	P09971	00083348	03/18/2014
MW IP	FEDEX V000394	SHIPPING CHARGES	101512-6325 Postage	Vendor Total: ITK030614	2,439.68 36.84	2-545-11970	P10056	00083300	03/06/2014
MW IP	FENSTERMAKER, DANIEL V005067	FEB MEDIA SERVICES	441573-6099 Other Professional Services	Vendor Total: ITK0227A	36.84 3,991.65	PLA-14-002	P09962	00083281	02/27/2014
MW IP	GAS CO, THE V000909	FEB GAS CHARGES	431010-6340 Natural Gas	Vendor Total: ITK0227A	3,991.65 917.55	022414		00083282	02/27/2014
MW IP	GAS CO, THE V000909	FEB GAS CHARGES	431010-6340 Natural Gas	ITK030614	15.83	030314		00083301	03/06/2014
MW IP	GE CAPITAL V008085	MARCH COPIER LEASE-ADMIN	431010-6175 Office Equipment Rental	Vendor Total: ITK030614	933.38 164.58	60296780	P08896	00083302	03/06/2014
MW IP	GE CAPITAL V008085	MARCH COPIER LEASE-ADMIN	374386-6175 Office Equipment Rental	ITK030614	164.58	60296780	P08896	00083302	03/06/2014
MW IP	GE CAPITAL V008085	MARCH COPIER LEASE-REC	374386-6175 Office Equipment Rental	ITK030614	145.03	60303028	P08897	00083302	03/06/2014
MW IP	GE CAPITAL	MARCH COPIER LEASE-REC	431010-6175	ITK030614	145.03	60303028	P08897	00083302	03/06/2014

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	V008085		Office Equipment Rental					
MW OH	GERL-FIT COMPANY LLC V009235	WINTER INSTRUCTOR PAYMENT	104071-6060 / 79348-6060 Instructional Services	Vendor Total: TK0311B	619.22 247.80	P10040	00083349	03/18/2014
MW IP	GOLDEN STATE WATER V000928	DEC-FEB WATER CHARGES	431010-6335 Water	Vendor Total: ITK0227A	247.80 5,380.38	021914	00083283	02/27/2014
MW IP	GOLDEN STATE WATER V000928	DEC-FEB WATER CHARGES	431010-6335 Water	ITK030614	10,483.73	022714	00083303	03/06/2014
MW IP	GOLDEN STATE WATER V000928	DEC-FEB WATER CHARGES	296561-6335 Water	ITK030614	2,949.75	022714	00083303	03/06/2014
MW OH	GONSALVES & SON, JOE V005577	MARCH LEGISLATIVE SERVICES	101001-6099 Other Professional Services	Vendor Total: TK0311B	18,813.86 4,000.00	P09059	00083350	03/18/2014
MW OH	GOYETTE, PAT V009339	REDUCED PRICE EXCURSION	104071-6270 / 79506-6270 Excursions	Vendor Total: TK0311B	4,000.00 50.00	92185	00083351	03/18/2014
MW OH	GREAT WEST V006983	P/E 3/1/14 PD DATE 3/7/14	0010-2172 Deferred Comp Pay. - Gr West	Vendor Total: PY14005	50.00 567.79	2607/1401005	00083315	03/07/2014
MW OH	GREAT WEST V006983	P/E 3/1/14 PD DATE 3/7/14	0029-2172 Deferred Comp Pay. - Gr West	PY14005	16.90	2607/1401005	00083315	03/07/2014
MW OH	GREAT WEST V006983	P/E 3/1/14 PD DATE 3/7/14	0048-2172 Deferred Comp Pay. - Gr West	PY14005	42.22	2607/1401005	00083315	03/07/2014
MW OH	GRYPHON FITNESS V008543	WINTER INSTRUCTOR PAYMENT	104071-6060 / 79348-6060 Instructional Services	Vendor Total: TK0311B	626.91 195.00	P09994	00083352	03/18/2014
MW OH	GUTIERREZ, GLADYS	CLASS REFUND	100000-4340 / 79348-4340	Vendor Total: TK0311B	195.00 47.00	92005	00083353	03/18/2014

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	V009332		Recreation Programs						
MW OH	HALO CONFIDENTIAL V008544	FEB PD TRAINING MGMT & BACKGR	100000-4385 / 79195-4385 Dept. Contract Services	TK0311B	3,120.00	0024	P09390	00083354	03/18/2014
				Vendor Total:	47.00				
MW OH	HAN CHOE, CHARLES V009342	DEPOSIT REFUND-WHITTEN	100000-4385 / 79195-4385 Facility Rental	TK0311B	150.00	92207		00083355	03/18/2014
				Vendor Total:	3,120.00				
MW OH	HARRINGTON V009204	GEOTECHNICAL SOIL SVS	333552-6185 / 61020-6185 Construction Services	TK0311B	4,900.00	16192	P09776	00083356	03/18/2014
				Vendor Total:	150.00				
MW OH	HENSEL DIVERSIFIED V007413	HOUSING REHAB-513 MADISON AVE	100000-4385 / 79195-4385 Community Programs	TK0311B	225.00	022514	P10063	00083357	03/18/2014
				Vendor Total:	4,900.00				
MW OH	HETH, MARTIN V009338	CLASS REFUND	100000-4340 / 79310-4340 Recreation Programs	TK0311B	110.00	37930		00083358	03/18/2014
				Vendor Total:	225.00				
MW IP	HI-WAY SAFETY RENTALS V000459	TRAFFIC DELINEATORS	103652-6305 Traffic Control Devices	ITK0227A	821.88	13183	P10001	00083284	02/27/2014
				Vendor Total:	110.00				
MW OH	HOUSE NEXT DOOR V009328	BLDG PERMIT REIMBURSEMENT	100000-4162 Plumbing Permits	TK0311B	56.00	030314	P10047	00083359	03/18/2014
MW OH	HOUSE NEXT DOOR V009328	BLDG PERMIT REIMBURSEMENT	100000-4164 Electrical Permits	TK0311B	29.60	030314	P10047	00083359	03/18/2014
MW OH	HOUSE NEXT DOOR V009328	BLDG PERMIT REIMBURSEMENT	100000-4160 Building Permits	TK0311B	167.20	030314	P10047	00083359	03/18/2014
MW OH	HOUSE NEXT DOOR V009328	BLDG PERMIT REIMBURSEMENT	100000-4166 Heat/Ventilation Air Cond	TK0311B	81.60	030314	P10047	00083359	03/18/2014
				Vendor Total:	334.40				

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MW OH	HR GREEN INC. V007928	JAN CITY ENGINEER	484356-6015 Engineering Services	TK0311B	6,720.00	90959	P09636	00083360	03/18/2014
MW OH	HR GREEN INC. V007928	JAN ENGINEERING SVS-OC	GRADE33552-6015 / 6105615155-6015 Engineering Services	TK0311B	3,535.00	90813	P09870	00083360	03/18/2014
MW OH	HR GREEN INC. V007928	FEB ENGINEERING SVS-OC	33552-6015 / 6105615155-6015 Engineering Services	TK0311B	2,975.00	91062	P09870	00083360	03/18/2014
			Vendor Total:		13,230.00				
MW OH	IIT ORANGE COUNTY DC LP REFUND-BUSINESS LICENSE V009337		0044-2032 SB 1186 BL State Fee	TK0311B	1.00	22514A		00083361	03/18/2014
MW OH	IIT ORANGE COUNTY DC LP REFUND-BUSINESS LICENSE V009337		10000-4102 Business License Admin Fee	TK0311B	14.00	22514A		00083361	03/18/2014
MW OH	IIT ORANGE COUNTY DC LP REFUND-BUSINESS LICENSE V009337		10000-4101 Gross Receipts	TK0311B	33.00	22514A		00083361	03/18/2014
			Vendor Total:		48.00				
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	TK0311B	90.00	1750567-00	P10036	00083362	03/18/2014
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	TK0311B	63.35	1900475-01	P10036	00083362	03/18/2014
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	TK0311B	118.30	1904191-00	P10036	00083362	03/18/2014
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	TK0311B	110.42	1904191-01	P10036	00083362	03/18/2014
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	TK0311B	594.00	1919768-00	P10036	00083362	03/18/2014
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	TK0311B	59.02	1922296-00	P10036	00083362	03/18/2014
			Vendor Total:		1,035.09				
MW OH	IPMA-HR V000507	MEMBERSHIP- S. PISCHEL	101512-6255 Dues & Memberships	TK0311B	149.00	24198411	P10026	00083363	03/18/2014
			Vendor Total:		149.00				

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MW OH	JOHN L HUNTER & V009056	JAN STORMWATER INSPECTIONS	103550-6015 Engineering Services	TK0311B	1,790.00	PLANP0114	P08957	00083364	03/18/2014
				Vendor Total:	1,790.00				
MW IP	KEY GOVERNMENT FINANCE V007864	APRIL PHONE SYSTEM LEASE	333523-6840 / 30016-6840 Machinery & Equipment	ITK030614	3,000.92	153495001404	P08961	00083304	03/06/2014
				Vendor Total:	3,000.92				
MW OH	KIDZ LOVE SOCCER V008469	WINTER INSTRUCTOR PAYMENT	104071-6060 / 79348-6060 Instructional Services	TK0311B	1,792.80	WINTER 2014	P10042	00083365	03/18/2014
				Vendor Total:	1,792.80				
MW OH	KISH, PAULETTE V008332	EXCURSION PRICE REDUCTION	104071-6270 / 79506-6270 Excursions	TK0311B	50.00	92184		00083366	03/18/2014
				Vendor Total:	50.00				
MW OH	KNOWLES-MCNIFF INC V000558	FEB SOFTWARE MAINT	422023-6136 Software Maintenance	TK0311B	1,086.75	INV90640	P10077	00083367	03/18/2014
				Vendor Total:	1,086.75				
MW IP	LEGAL SHIELD V008104	FEB LEGAL SERVICES	0048-2192 Police Legal Services	ITK0227A	28.08	022414		00083285	02/27/2014
MW IP	LEGAL SHIELD V008104	FEB LEGAL SERVICES	0037-2192 Police Legal Services	ITK0227A	12.72	022414		00083285	02/27/2014
MW IP	LEGAL SHIELD V008104	FEB LEGAL SERVICES	0010-2192 Police Legal Services	ITK0227A	408.84	022414		00083285	02/27/2014
MW IP	LEGAL SHIELD V008104	FEB LEGAL SERVICES	0029-2192 Police Legal Services	ITK0227A	6.60	022414		00083285	02/27/2014
MW IP	LEGAL SHIELD V008104	FEB LEGAL SERVICES	0043-2192 Police Legal Services	ITK0227A	14.96	022414		00083285	02/27/2014
				Vendor Total:	471.20				
MW OH	LIFTGATE SERVICE V006206	SIGN TRUCK LIFTGATE REPAIR	433658-6290 Dept. Contract Services	TK0311B	2,542.54	26264	P10061	00083368	03/18/2014
				Vendor Total:	2,542.54				
MW OH	LILLEY PLANNING GROUP	2/3-14 BUILDING INSPECTION SVS	102532-6045	TK0311B	1,920.00	PLA137	P09113	00083369	03/18/2014

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	V008540		Building Inspection Services						
MW OH	LILLEY PLANNING GROUP V008540	2/3-14 BUILDING CONTRACT SVS	102532-6290 Dept. Contract Services	TK0311B	3,400.00	PLA137	P09113	00083369	03/18/2014
MW OH	LILLEY PLANNING GROUP V008540	2/15-28 BUILDING CONTRACT SVS	102532-6290 Dept. Contract Services	TK0311B	2,856.00	PLA138	P09113	00083369	03/18/2014
MW OH	LILLEY PLANNING GROUP V008540	2/15-28 BUILDING INSPECTION SV	102532-6045 Building Inspection Services	TK0311B	1,920.00	PLA138	P09113	00083369	03/18/2014
MW OH	LILLEY PLANNING GROUP V008540	2/15-28 PLANNING SVS	333523-6017 / 6108670159-6017 Special Studies	TK0311B	696.00	PLA138	P09113	00083369	03/18/2014
MW OH	LILLEY PLANNING GROUP V008540	NOV-FEB PLANNING SVS	333523-6017 / 6108670159-6017 Special Studies	TK0311B	4,300.00	PLSP101	P09113	00083369	03/18/2014
MW OH	LILLEY PLANNING GROUP V008540	2/17-28 PLANNING SVS	333523-6017 / 6108670159-6017 Special Studies	TK0311B	2,650.00	PLSP102	P09113	00083369	03/18/2014
MW OH	LILLEY PLANNING GROUP V008540	2/4-13 PW INSPECTOR SVS	103550-6290 Dept. Contract Services	TK0311B	1,400.00	PLA137B	P09144	00083369	03/18/2014
MW OH	LILLEY PLANNING GROUP V008540	FEB PW INSPECTION SVS-SAFE	333552-6185 / 6111440011-6185 Construction Services	TK0311B	100.00	PLA137B.	P09722	00083369	03/18/2014
MW OH	LILLEY PLANNING GROUP V008540	FEB PW INSPECTION SVS-SAFE	333552-6185 / 6111440151-6185 Construction Services	TK0311B	100.00	PLA137B.	P09722	00083369	03/18/2014
				Vendor Total:	19,342.00				
MW OH	LOWE, JAMES V009335	CLASS REFUND	100000-4340 / 79510-4340 Recreation Programs	TK0311B	15.00	92129		00083370	03/18/2014
				Vendor Total:	15.00				
MW IP	MANAGED HEALTH V008122	MARCH EAP SERVICES	395083-5161 Health Insurance Premiums	ITK0227A	557.44	3200055543		00083286	02/27/2014
				Vendor Total:	557.44				
MW OH	MANAGEMENT PARTNERS V008226	BUDGET STABILIZATION:ACTIVIT	101511-6001 Management Consulting Services	TK0311B	4,040.00	INV00950	P10025	00083371	03/18/2014
MW OH	MANAGEMENT PARTNERS V008226	FEB INTERIM MGMT ASSISTANCE	101511-6001 Management Consulting Services	TK0311B	4,619.87	00965	P10068	00083371	03/18/2014

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MW OH	MANSOOR, JOANNA V008806	DEPOSIT REFUND-AGUIRRE	100000-4385 / 79160-4385 Facility Rental	TK0311B	100.00	2000003.002		00083372	03/18/2014
				Vendor Total:	8,659.87				
MW OH	MARY LOU'S BEAUTY SALON V009341	REFUND-BUSINESS LICENSE	100000-4101 Gross Receipts	TK0311B	63.70	030514A		00083373	03/18/2014
MW OH	MARY LOU'S BEAUTY SALON V009341	REFUND-BUSINESS LICENSE	0044-2032 SB 1186 BL State Fee	TK0311B	1.00	030514A		00083373	03/18/2014
MW OH	MARY LOU'S BEAUTY SALON V009341	REFUND-BUSINESS LICENSE	100000-4102 Business License Admin Fee	TK0311B	9.00	030514A		00083373	03/18/2014
				Vendor Total:	73.70				
MW OH	MATHIS GROUP V009222	FEB CONSULTING SVS-COUNCIL	101511-6001 Management Consulting Services	TK0311B	3,000.00	15964	P10060	00083374	03/18/2014
				Vendor Total:	3,000.00				
MW OH	MC FADDEN-DALE V000635	MISC PARTS	433658-6301 Special Department Supplies	TK0311B	61.45	139021/5	P09786	00083375	03/18/2014
MW OH	MC FADDEN-DALE V000635	MISC PARTS	433658-6301 Special Department Supplies	TK0311B	-61.45	139041/5	P09786	00083375	03/18/2014
MW OH	MC FADDEN-DALE V000635	MISC PARTS	433658-6301 Special Department Supplies	TK0311B	111.24	139042/5	P09786	00083375	03/18/2014
MW OH	MC FADDEN-DALE V000635	MISC PARTS	433658-6301 Special Department Supplies	TK0311B	33.36	139082/5	P09786	00083375	03/18/2014
				Vendor Total:	144.60				
MW OH	METZ, ROBIN V003957	1/14/14 OFFICIATING FEE	104071-6275 / 79364-6275 Officiating	TK0311B	25.00	11414	P09999	00083376	03/18/2014
				Vendor Total:	25.00				
MW OH	MI CASITA RESTAURANTE V009336	REFUND-BUSINESS LICENSE	100000-4102 Business License Admin Fee	TK0311B	9.00	22714C		00083377	03/18/2014
MW OH	MI CASITA RESTAURANTE V009336	REFUND-BUSINESS LICENSE	100000-4101 Gross Receipts	TK0311B	606.42	22714C		00083377	03/18/2014

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MW OH	MI CASITA RESTAURANTE V009336	REFUND-BUSINESS LICENSE	0044-2032 SB 1186 BL State Fee	TK0311B	1.00	22714C		00083377	03/18/2014
			Vendor Total:		616.42				
MW OH	MICROSTAR KEG V009327	REFUND-BUSINESS LICENSE	0044-2032 SB 1186 BL State Fee	TK0311B	1.00	031114		00083378	03/18/2014
MW OH	MICROSTAR KEG V009327	REFUND-BUSINESS LICENSE	100000-4102 Business License Admin Fee	TK0311B	9.00	031114		00083378	03/18/2014
MW OH	MICROSTAR KEG V009327	REFUND-BUSINESS LICENSE	100000-4101 Gross Receipts	TK0311B	180.40	031114		00083378	03/18/2014
			Vendor Total:		190.40				
MW IP	MINNESOTA LIFE INSURANCE V000627	MARCH LIFE INSURANCE	101511-5163 Life Insurance Premiums	ITK0227A	644.40	MARCH 2014		00083287	02/27/2014
			Vendor Total:		644.40				
MW OH	MZN CONSTRUCTION INC V003959	HOUSING REHAB-513 MADISON AVE	2555-6401 Community Programs	TK0311B	11,400.00	0002814-IN	P10062	00083379	03/18/2014
MW OH	MZN CONSTRUCTION INC V003959	HOUSING REHAB-513 MADISON AVE	2555-6401 Community Programs	TK0311B	2,200.00	0002815-IN	P10062	00083379	03/18/2014
			Vendor Total:		13,600.00				
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103650-6315 Office Supplies	TK0311C	12.64	045468	P08944	00083380	03/18/2014
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	101511-6315 Office Supplies	TK0311C	45.33	045355I	P08959	00083380	03/18/2014
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	101511-6315 Office Supplies	TK0311C	43.15	045391I	P08959	00083380	03/18/2014
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102020-6315 Office Supplies	TK0311C	191.04	045441I	P09126	00083380	03/18/2014
MW IP	OFFICE INDUSTRIES V007477	RECYCLED PAPER	374386-6315 Office Supplies	ITK030614	244.13	045110	P09977	00083305	03/06/2014
MW IP	OFFICE INDUSTRIES V007477	RECYCLED PAPER	374386-6315 Office Supplies	ITK030614	244.13	045201	P09977	00083305	03/06/2014

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MW IP	OFFICE INDUSTRIES V007477	RECYCLED PAPER	374386-6315 Office Supplies	ITK030614	244.13	045274	P09977	00083305	03/06/2014
MW IP	OFFICE INDUSTRIES V007477	RECYCLED PAPER	374386-6315 Office Supplies	ITK030614	244.13	045353	P09977	00083305	03/06/2014
MW IP	OFFICE INDUSTRIES V007477	RECYCLED PAPER	374386-6315 Office Supplies	ITK030614	244.13	045412	P09977	00083305	03/06/2014
MW IP	OFFICE INDUSTRIES V007477	RECYCLED PAPER	374386-6315 Office Supplies	ITK030614	244.13	045469	P09977	00083305	03/06/2014
MW IP	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	101512-6315 Office Supplies	ITK030614	27.13	045171I	P10055	00083305	03/06/2014
MW IP	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	101512-6315 Office Supplies	ITK030614	47.27	045172I	P10055	00083305	03/06/2014
MW IP	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	101512-6315 Office Supplies	ITK030614	16.95	045206I	P10055	00083305	03/06/2014
MW IP	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	101512-6315 Office Supplies	ITK030614	120.24	045295I	P10055	00083305	03/06/2014
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	101513-6315 Office Supplies	TK0311C	494.06	045477I	P10057	00083380	03/18/2014
					Vendor Total:	2,462.59			
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	433658-6134 Vehicle Repair & Maintenance	TK0311C	55.23	278976	P09178	00083381	03/18/2014
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	433658-6134 Vehicle Repair & Maintenance	TK0311C	9.19	279327	P09178	00083381	03/18/2014
					Vendor Total:	64.42			
MW OH	ORANGE COUNTY V000699	P/E 3/1/14 PD DATE 3/7/14	0010-2176 PCEA/OCEA Assoc Dues	PY14005	226.59	2610/1401005		00083316	03/07/2014
MW OH	ORANGE COUNTY V000699	P/E 3/1/14 PD DATE 3/7/14	0043-2176 PCEA/OCEA Assoc Dues	PY14005	19.24	2610/1401005		00083316	03/07/2014
MW OH	ORANGE COUNTY V000699	P/E 3/1/14 PD DATE 3/7/14	0037-2176 PCEA/OCEA Assoc Dues	PY14005	4.19	2610/1401005		00083316	03/07/2014
MW OH	ORANGE COUNTY	P/E 3/1/14 PD DATE 3/7/14	0048-2176	PY14005	20.31	2610/1401005		00083316	03/07/2014

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	V000699		PCEA/OCEA Assoc Dues						
MW OH	ORANGE COUNTY V000699	P/E 3/1/14 PD DATE 3/7/14	0029-2176 PCEA/OCEA Assoc Dues	PY14005	8.65	2610/1401005		00083316	03/07/2014
			Vendor Total:		278.98				
MW OH	ORANGE COUNTY FIRE V000704	3RD QTR FIRE/PARAMEDIC SVS	103044-6190 Fire Authority Services	TK0311C	1,281,765.75	S0274551	P10045	00083382	03/18/2014
MW OH	ORANGE COUNTY FIRE V000704	VEHICLE REPLACEMENT FUND	335538-6842 / 61113-6842 Vehicles	TK0311C	35,292.50	S0274551	P10045	00083382	03/18/2014
MW OH	ORANGE COUNTY FIRE V000704	PLACENTIA FACILITIES MAINT	103044-6130 Repair & Maint/Facilities	TK0311C	5,222.00	S0274551	P10045	00083382	03/18/2014
			Vendor Total:		1,322,280.25				
MW OH	ORANGE COUNTY V007306	2ND QTR ANIMAL CARE SVS	103045-6280 Animal Control Services	TK0311C	43,076.00	AC1390101	P08922	00083383	03/18/2014
			Vendor Total:		43,076.00				
MW OH	ORANGE EMPIRE CHORUS V001452	RISER RENTAL	0044-2040 / 80034-2040 Special Deposits	TK0311C	150.00	03042014	P10043	00083384	03/18/2014
			Vendor Total:		150.00				
MW OH	ORVAC ELECTRONICS V000705	PW SUPPLIES	433654-6350 Small Tools/Equipment	TK0311C	17.19	INV30058	P10052	00083385	03/18/2014
MW OH	ORVAC ELECTRONICS V000705	PW SUPPLIES	433654-6350 Small Tools/Equipment	TK0311C	32.58	INV35667	P10052	00083385	03/18/2014
			Vendor Total:		49.77				
MW OH	PACIFIC COMPLIANCE V009292	JAN-DEC INSPECTIONS	433658-6290 Dept. Contract Services	TK0311C	1,500.00	206	P10034	00083386	03/18/2014
			Vendor Total:		1,500.00				
MW OH	PASCARELLA, RICHARD V002546	MFF COMMAND STAFF-MEALS	103040-6250 Staff Training	TK0311C	24.00	3217	P10005	00083387	03/18/2014
			Vendor Total:		24.00				
MW OH	PCEA C/O NORTH ORANGE	00E 3/1/14 PD DATE 3/7/14	0010-2176	PY14005	23.55	2615/1401005		00083317	03/07/2014

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	V000679		PCEA/OCEA Assoc Dues						
MW OH	PCEA C/O NORTH ORANGE V000679	00E 3/1/14 PD DATE 3/7/14	0029-2176 PCEA/OCEA Assoc Dues	PY14005	0.90	2615/1401005		00083317	03/07/2014
MW OH	PCEA C/O NORTH ORANGE V000679	00E 3/1/14 PD DATE 3/7/14	0048-2176 PCEA/OCEA Assoc Dues	PY14005	2.11	2615/1401005		00083317	03/07/2014
MW OH	PCEA C/O NORTH ORANGE V000679	00E 3/1/14 PD DATE 3/7/14	0043-2176 PCEA/OCEA Assoc Dues	PY14005	2.00	2615/1401005		00083317	03/07/2014
MW OH	PCEA C/O NORTH ORANGE V000679	00E 3/1/14 PD DATE 3/7/14	0037-2176 PCEA/OCEA Assoc Dues	PY14005	0.44	2615/1401005		00083317	03/07/2014
			Vendor Total:		29.00				
MW IP	PLACENTIA CITY OF V000778	FEB DENTAL CLAIMS	395083-5130 Dental Claim	ITK030614	5,368.70	0202-0226		00083306	03/06/2014
			Vendor Total:		5,368.70				
MW OH	PLACENTIA POLICE V000839	P/E 3/1/14 PD DATE 3/7/14	0010-2180 Police Mgmt Assn Dues	PY14005	935.59	2625/1401005		00083318	03/07/2014
			Vendor Total:		935.59				
MW OH	PLACENTIA POLICE V003519	P/E 3/1/14 PD DATE 3/7/14	0010-2178 Placentia Police Assoc Dues	PY14005	3,125.74	2620/1401005		00083319	03/07/2014
MW OH	PLACENTIA POLICE V003519	P/E 3/1/14 PD DATE 3/7/14	0050-2178 Placentia Police Assoc Dues	PY14005	100.06	2620/1401005		00083319	03/07/2014
			Vendor Total:		3,225.80				
MW IP	PLACENTIA, CITY OF V000782	FEB WORKERS COMP	404580-5165 Workers' Compensation Claims	ITK030614	63,758.44	0203-0228		00083307	03/06/2014
			Vendor Total:		63,758.44				
MW OH	POINT, ERIC V002831	MFF COMMAND STAFF-MEALS	103041-6250 Staff Training	TK0311C	24.00	3219	P10011	00083388	03/18/2014
			Vendor Total:		24.00				
MW IP	PRINCIPAL FINANCIAL V000844	FEB LIFE INSURANCE	101511-5163 Life Insurance Premiums	ITK0227A	221.48	124121438000-00		00083288	02/27/2014
MW IP	PRINCIPAL FINANCIAL	FEB LIFE INSURANCE	395083-5163	ITK0227A	402.45	124121438000-00		00083288	02/27/2014

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	V000844		Life Insurance Premiums						
MW IP	PRINCIPAL FINANCIAL V000844	FEB LIFE INSURANCE	101512-5163 Life Insurance Premiums	ITK0227A	126.23	124121438000-00		00083288	02/27/2014
MW IP	PRINCIPAL FINANCIAL V000844	FEB LIFE INSURANCE	103650-5163 Life Insurance Premiums	ITK0227A	240.97	124121438000-00		00083288	02/27/2014
MW IP	PRINCIPAL FINANCIAL V000844	FEB LIFE INSURANCE	103040-5163 Life Insurance Premiums	ITK0227A	154.30	124121438000-00		00083288	02/27/2014
			Vendor Total:		1,145.43				
MW OH	RAGGED ROBIN RANCH INC2/3-13 V009274	PLANNING CONTRACT SVS	102531-6001 Management Consulting Services	TK0311C	4,500.00	2-13-14	P09833	00083389	03/18/2014
			Vendor Total:		4,500.00				
MW OH	RAMIREZ, PAULINA V009319	WINTER INSTRUCTOR PAYMENT	104071-6060 / 79348-6060 Instructional Services	TK0311C	72.00	WINTER 2014	P09992	00083390	03/18/2014
MW OH	REAGINS, DANNY V009165	12/17/13 OFFICIATING FEE	104071-6275 / 79364-6275 Officiating	TK0311C	72.00		P09998	00083391	03/18/2014
			Vendor Total:		72.00				
MW OH	REGGER, JASON V004017	CHIA- MEALS	103042-6245 Meetings & Conferences	TK0311C	25.00	121713	P10030	00083392	03/18/2014
			Vendor Total:		25.00				
MW OH	SA AQUATICS V002842	NOV FOUNTAIN MAINT	433654-6290 Dept. Contract Services	TK0311C	120.00	3218	P09293	00083393	03/18/2014
MW OH	SA AQUATICS V002842	NOV FOUNTAIN MAINT	0010-1220 Accts Rec/Plac Library Dist	TK0311C	142.50	203718	P09293	00083393	03/18/2014
MW OH	SA AQUATICS V002842	DEC FOUNTAIN MAINT	0010-1220 Accts Rec/Plac Library Dist	TK0311C	142.50	203740	P09293	00083393	03/18/2014
MW OH	SA AQUATICS V002842	DEC FOUNTAIN MAINT	433654-6290 Dept. Contract Services	TK0311C	142.50	203740	P09293	00083393	03/18/2014
			Vendor Total:		570.00				
MW OH	SAMURAI ACADEMY	WINTER INSTRUCTOR PAYMENT	104071-6060 / 79303-6060	TK0311C	32.50	WINTER 2014	P09995	00083394	03/18/2014

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	V009171		Instructional Services						
MW OH	SHRED-IT LOS ANGELES V000905	SHRED DOCUMENT SVS	374386-6299 Other Purchased Services	TK0311C	86.67	9403216544	P08883	00083395	03/18/2014
				Vendor Total:	32.50				
MW OH	SIEMENS INDUSTRY INC V008785	JAN EMERGENCY TRAFFIC SIGNAL	03652-6099 Other Professional Services	TK0311C	2,146.73	400119836	P09324	00083396	03/18/2014
MW OH	SIEMENS INDUSTRY INC V008785	JAN EMERGENCY TRAFFIC SIGNAL	0010-1232 Accts Rec/Other Agencies	TK0311C	196.68	400119836	P09324	00083396	03/18/2014
MW OH	SIEMENS INDUSTRY INC V008785	JAN EMERGENCY TRAFFIC SIGNAL	0010-1226 AR/City of Yorba Linda	TK0311C	385.07	400119836	P09324	00083396	03/18/2014
MW OH	SIEMENS INDUSTRY INC V008785	JAN EMERGENCY TRAFFIC SIGNAL	0010-1224 AR/City of Fullerton	TK0311C	39.36	400119836	P09324	00083396	03/18/2014
MW OH	SIEMENS INDUSTRY INC V008785	JAN ROUTINE TRAFFIC SIGNAL	MA0010-1226 AR/City of Yorba Linda	TK0311C	127.50	400119035	P09325	00083396	03/18/2014
MW OH	SIEMENS INDUSTRY INC V008785	JAN ROUTINE TRAFFIC SIGNAL	MA0010-1232 Accts Rec/Other Agencies	TK0311C	182.38	400119035	P09325	00083396	03/18/2014
MW OH	SIEMENS INDUSTRY INC V008785	JAN ROUTINE TRAFFIC SIGNAL	MA003652-6099 Other Professional Services	TK0311C	4,170.27	400119035	P09325	00083396	03/18/2014
MW OH	SIEMENS INDUSTRY INC V008785	JAN ROUTINE TRAFFIC SIGNAL	MA0010-1224 AR/City of Fullerton	TK0311C	176.80	400119035	P09325	00083396	03/18/2014
MW OH	SIEMENS INDUSTRY INC V008785	JAN ROUTINE TRAFFIC SIGNAL	MA0010-1228 AR/County of Orange	TK0311C	28.05	400119035	P09325	00083396	03/18/2014
MW OH	SIEMENS INDUSTRY INC V008785	TRAFFIC SIGNAL CABINET REPLAC	B3652-6099 Other Professional Services	TK0311C	35,590.00	400119654	P09664	00083396	03/18/2014
				Vendor Total:	43,042.84				
MW OH	SIGALOS, DENNIS A. V007072	APRIL-JUNE LEASE-166 E. LA	103041-6160 Facility Rental	TK0311C	15,913.50	030414	P10076	00083397	03/18/2014
MW OH	SIMPLEX GRINNELL	QUARTERLY ALARM MONITORING	33564-6127	TK0311C	3,094.94	76815574	P09048	00083398	03/18/2014
				Vendor Total:	15,913.50				

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	V008625		Alarm Monitoring						
MW IP	SOUTHERN CALIFORNIA V000910	JUL-FEB ELECTRICAL CHARGES	103552-6330 Electricity	Vendor Total: ITK0227A	3,094.94	77.54 022514		00083289	02/27/2014
MW IP	SOUTHERN CALIFORNIA V000910	JUL-FEB ELECTRICAL CHARGES	296561-6330 Electricity	ITK0227A	27.17	022514		00083289	02/27/2014
MW IP	SOUTHERN CALIFORNIA V000910	JUL-FEB ELECTRICAL CHARGES	431010-6330 Electricity	ITK0227A	15,242.88	022514		00083289	02/27/2014
MW IP	SOUTHERN CALIFORNIA V000910	JAN-FEB ELECTRICAL CHARGES	296561-6330 Electricity	ITK030614	107.14	030114		00083308	03/06/2014
MW IP	SOUTHERN CALIFORNIA V000910	JAN-FEB ELECTRICAL CHARGES	0010-1224 AR/City of Fullerton	ITK030614	83.45	030114		00083308	03/06/2014
MW IP	SOUTHERN CALIFORNIA V000910	JAN-FEB ELECTRICAL CHARGES	431010-6330 Electricity	ITK030614	14,267.12	030114		00083308	03/06/2014
MW IP	SOUTHERN CALIFORNIA V000910	JAN-FEB ELECTRICAL CHARGES	0010-1232 Accts Rec/Other Agencies	ITK030614	17.93	030114		00083308	03/06/2014
MW IP	SOUTHERN CALIFORNIA V000910	JAN-FEB ELECTRICAL CHARGES	0010-1220 Accts Rec/Plac Library Dist	ITK030614	3,595.48	030114		00083308	03/06/2014
MW OH	SPARKLETTES V000967	FEB WATER DELIVERY	431010-6301 Special Department Supplies	Vendor Total: TK0311C	33,418.71	51.06 4106122 021714 P08884		00083399	03/18/2014
MW IP	SPRINT V006533	FEB HOTSPOT CHARGES	431010-6215 Telephone	Vendor Total: ITK030614	51.06	37.99 313574471-028		00083309	03/06/2014
MW IP	ST JUDE HERITAGE V003499	FEB PRE EMPLOYMENT EXAMS	101512-6099 Other Professional Services	Vendor Total: ITK0227A	37.99	130.00 30050		00083290	02/27/2014
MW OH	SUNGARD PUBLIC SECTOR V005987	JAN HR MODULE SUPPORT	422023-6136 Software Maintenance	Vendor Total: TK0311C	130.00	560.00 78357	P08992	00083400	03/18/2014

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MW OH	SYNOPTTEK INC V007863	CISCO SUPPORT SVS	333523-6840 / 30016-6840 Machinery & Equipment	TK0311C	3,084.48 222018	P09907	00083401	03/18/2014
MW OH	SYNOPTTEK INC V007863	WINDOWS 7 LICENSES	422023-6136 Software Maintenance	TK0311C	600.00 22217	P09987	00083401	03/18/2014
MW OH	SYNOPTTEK INC V007863	CISCO SUPPORT SVS	422023-6136 Software Maintenance	TK0311C	4,155.00 222288	P10029	00083401	03/18/2014
MW IP	TIME WARNER CABLE V004450	FEB-MARCH 10 MB CHARGES	431010-6215 Telephone	ITK0227A	7,839.48 1,166.55 022514		00083291	02/27/2014
MW IP	TIME WARNER CABLE V004450	MARCH T10 MB DEDICATED ACCESS	1010-6215 Telephone	ITK030614	1,807.27 030114		00083310	03/06/2014
MW OH	TOBIAS AND ASSOCIATES V009344	REFUND-BUSINESS LICENSE	100000-4101 Gross Receipts	TK0311C	2,973.82 386.10 272714B		00083402	03/18/2014
MW OH	TORRES, SAL V009270	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	TK0311C	386.10 100.00 30-14-03	P10053	00083403	03/18/2014
MW OH	TORRES, SAL V009270	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	TK0311C	100.00 30-14-04	P10053	00083403	03/18/2014
MW OH	TSAI, YA CHEN V009345	EXCURSION REFUND	104071-6270 / 79506-6270 Excursions	TK0311C	200.00 65.00 92179		00083404	03/18/2014
MW OH	TSAI, YA CHEN V009345	EXCURSION REFUND	104071-6270 / 79506-6270 Excursions	TK0311C	65.00 92181		00083404	03/18/2014
MW OH	TURBO DATA SYSTEMS INC V001238	FEB CITATION PROCESSING	103041-6099 Other Professional Services	TK0311C	130.00 1,633.82 21195	P08918	00083405	03/18/2014
MW IP	US BANK PARS #6746022400	PARS/ARS P/E 2/15 PD 2/21	0043-2126	ITK0227A	14.79 22014		00083292	02/27/2014

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	V008781		Employee PARS/ARS W/H						
MW IP	US BANK PARS #6746022400 V008781	PARS/ARS P/E 2/15 PD 2/21	0033-2131 Employer PARS/ARS Payable	ITK0227A	10.58	22014		00083292	02/27/2014
MW IP	US BANK PARS #6746022400 V008781	PARS/ARS P/E 2/15 PD 2/21	0010-2131 Employer PARS/ARS Payable	ITK0227A	1,220.22	22014		00083292	02/27/2014
MW IP	US BANK PARS #6746022400 V008781	PARS/ARS P/E 2/15 PD 2/21	0033-2126 Employee PARS/ARS W/H	ITK0227A	10.58	22014		00083292	02/27/2014
MW IP	US BANK PARS #6746022400 V008781	PARS/ARS P/E 2/15 PD 2/21	0010-2126 Employee PARS/ARS W/H	ITK0227A	1,220.22	22014		00083292	02/27/2014
MW IP	US BANK PARS #6746022400 V008781	PARS/ARS P/E 2/15 PD 2/21	0043-2131 Employer PARS/ARS Payable	ITK0227A	14.79	22014		00083292	02/27/2014
MW OH	US BANK PARS #6746022400 V008781	PARS/ARS P/E 3/1 PD 3/7	0043-2131 Employer PARS/ARS Payable	TK0311C	22.75	36141		00083406	03/18/2014
MW OH	US BANK PARS #6746022400 V008781	PARS/ARS P/E 3/1 PD 3/7	0043-2126 Employee PARS/ARS W/H	TK0311C	22.75	36141		00083406	03/18/2014
MW OH	US BANK PARS #6746022400 V008781	PARS/ARS P/E 3/1 PD 3/7	0010-2131 Employer PARS/ARS Payable	TK0311C	1,156.43	36141		00083406	03/18/2014
MW OH	US BANK PARS #6746022400 V008781	PARS/ARS P/E 3/1 PD 3/7	0010-2126 Employee PARS/ARS W/H	TK0311C	1,156.43	36141		00083406	03/18/2014
MW OH	US BANK PARS #6746022400 V008781	PARS/ARS P/E 3/1 PD 3/7	0037-2126 Employee PARS/ARS W/H	TK0311C	1.93	36141		00083406	03/18/2014
MW OH	US BANK PARS #6746022400 V008781	PARS/ARS P/E 3/1 PD 3/7	0037-2131 Employer PARS/ARS Payable	TK0311C	1.93	36141		00083406	03/18/2014
			Vendor Total:		4,853.40				
MW OH	VACCARO, FRANK V004321	1/14/14 OFFICIATING FEE	104071-6275 / 79364-6275 Officiating	TK0311C	25.00	011414	P09997	00083407	03/18/2014
MW OH	VACCARO, FRANK V004321	12/17/13 OFFICIATING FEE	104071-6275 / 79564-6275 Officiating	TK0311C	25.00	121713	P09997	00083407	03/18/2014
			Vendor Total:		50.00				
MW OH	VANTAGEPOINT TRANSFER	P/E 3/1/14 PD DATE 3/7/14	0048-2170	PY14005	20.76	2606/1401005		00083320	03/07/2014

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	V007191		Deferred Comp Payable - ICMA						
MW OH	VANTAGEPOINT TRANSFER P/E 3/1/14 PD DATE 3/7/14 V007191		0029-2170 Deferred Comp Payable - ICMA	PY14005	13.84	2606/1401005		00083320	03/07/2014
MW OH	VANTAGEPOINT TRANSFER P/E 3/1/14 PD DATE 3/7/14 V007191		0010-2170 Deferred Comp Payable - ICMA	PY14005	1,165.53	2606/1401005		00083320	03/07/2014
			Vendor Total:		1,200.13				
MW IP	VERIZON WIRELESS V008735	FEB PD AIRCARD CHARGES	431010-6215 Telephone	ITK030614	1,141.04	3720399886		00083311	03/06/2014
			Vendor Total:		1,141.04				
MW OH	VULCAN MATERIALS V001102	PAVING ASPHALT	103652-6301 Special Department Supplies	TK0311C	326.43	70246241	P10037	00083408	03/18/2014
MW OH	VULCAN MATERIALS V001102	PAVING ASPHALT	103652-6301 Special Department Supplies	TK0311C	327.24	70249252	P10037	00083408	03/18/2014
MW OH	VULCAN MATERIALS V001102	PAVING ASPHALT	103652-6301 Special Department Supplies	TK0311C	340.20	70260261	P10037	00083408	03/18/2014
MW OH	VULCAN MATERIALS V001102	PAVING ASPHALT	103652-6301 Special Department Supplies	TK0311C	473.04	70267328	P10037	00083408	03/18/2014
MW OH	VULCAN MATERIALS V001102	PAVING ASPHALT	103652-6301 Special Department Supplies	TK0311C	557.28	70267329	P10037	00083408	03/18/2014
MW OH	VULCAN MATERIALS V001102	PAVING ASPHALT	103652-6301 Special Department Supplies	TK0311C	272.24	70272002	P10037	00083408	03/18/2014
			Vendor Total:		2,296.43				
MW OH	WEST COAST ARBORISTS INC/1-15 TREE TRIMMING V001124		103655-6115 Landscaping	TK0311C	2,124.00	94609	P09336	00083409	03/18/2014
			Vendor Total:		2,124.00				
MW IP	WEX BANK V007269	FEB PD FLEET GAS	433658-6345 Gasoline & Diesel Fuel	ITK0227A	2,258.43	35895507	P09068	00083293	02/27/2014
			Vendor Total:		2,258.43				
MW OH	WILLDAN ENGINEERING V001127	DEC TRAFFIC ENGINEERING	103550-6015 Engineering Services	TK0311C	5,040.00	00612405	P09219	00083410	03/18/2014

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MW OH	WILLDAN ENGINEERING V001127	JAN TRAFFIC ENGINEERING	103550-6015 Engineering Services	TK0311C	3,920.00	00612457	P09219	00083410	03/18/2014
MW OH	WILLDAN ENGINEERING V001127	JAN ENGINEERING SVS	0044-2048 / 45037-2048 Engineering Plan Check Deposit	TK0311C	360.00	00612460	P09271	00083410	03/18/2014
MW OH	WILLDAN ENGINEERING V001127	DEC TRAFFIC ENGINEERING	333523-6017 / 6108670159-6017 Special Studies	TK0311C	840.00	00612406	P09754	00083410	03/18/2014
			Vendor Total:		10,160.00				
MW OH	WILLDAN ENGINEERING V007112	FEB ENGINEERING	103550-6015 Engineering Services	TK0311C	2,021.75	00512604	P09858	00083411	03/18/2014
MW OH	WILLDAN ENGINEERING V007112	JAN ENGINEERING	103550-6015 Engineering Services	TK0311C	1,614.00	00512647	P09858	00083411	03/18/2014
			Vendor Total:		3,635.75				
MW OH	WM CURBSIDE INC V000230	JAN USED OIL PICK-UP	504315-6301 / 20040-6301 Special Department Supplies	TK0311C	140.00	0000404-2960-7	P09044	00083412	03/18/2014
MW IP	YORBA LINDA WATER V001148	JAN-FEB WATER CHARGES	431010-6335 Water	ITK0227A	1,664.04	022414		00083294	02/27/2014
MW IP	YORBA LINDA WATER V006633	FEB SEWER CHARGES	484356-6297 Billing Services	ITK030614	1,664.04	68605		00083312	03/06/2014
			Vendor Total:		250.00				
MW OH	YOUNG REMBRANDTS V005204	WINTER INSTRUCTOR PAYMENT	104071-6060 / 79348-6060 Instructional Services	TK0311C	87.10	WINTER 2014	P10041	00083413	03/18/2014
MW OH	ZEP SALES AND SERVICE V001155	CLEANING SUPPLIES	433658-6301 Special Department Supplies	TK0311C	109.53	9000729865	P10033	00083414	03/18/2014
			Vendor Total:		87.10				
			Type Total:		1,943,208.09				
			Warrant Total:		1,943,208.09				

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EP	ACOSTA, JOAQUIN E000017	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	R022614	188.23	MARCH 14		00005587	02/27/2014
		Vendor Total:			188.23				
EP	ALDWIR, MAMOUN E000113	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	R022614	1,069.64	MARCH 14		00005588	02/27/2014
		Vendor Total:			1,069.64				
EP	ANDERSON, MARLA E000071	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	R022614	800.48	MARCH 14		00005589	02/27/2014
		Vendor Total:			800.48				
EP	ARMSTRONG, JOHN T E000046	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	R022614	1,293.35	MARCH 14		00005590	02/27/2014
		Vendor Total:			1,293.35				
EP	BABCOCK, CHARLES A E000015	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	R022614	278.00	MARCH 14		00005591	02/27/2014
		Vendor Total:			278.00				
EP	BEALS, SHARLENE E000076	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	R022614	188.23	MARCH 14		00005592	02/27/2014
		Vendor Total:			188.23				
EP	BONESCHANS, DENNIS E000020	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	R022614	188.23	MARCH 14		00005593	02/27/2014
		Vendor Total:			188.23				
EP	BUNNELL, DONALD E000062	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	R022614	495.46	MARCH 14		00005594	02/27/2014
		Vendor Total:			495.46				
EP	BURGNER, ARTHUR E000074	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	R022614	495.46	MARCH 14		00005595	02/27/2014
		Vendor Total:			495.46				
EP	CHANDLER, JOHN P E000109	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	R022614	1,008.00	MARCH 14		00005596	02/27/2014
		Vendor Total:			1,008.00				

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EP	CHANG, ROBERT E000107	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	Vendor Total: R022614	1,008.00 1,326.00 MARCH 14		00005597	02/27/2014
EP	COBBETT, GEOFFREY E000007	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	Vendor Total: R022614	1,326.00 787.42 MARCH 14		00005598	02/27/2014
EP	COOK, ARLENE M E000018	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	Vendor Total: R022614	787.42 495.46 MARCH 14		00005599	02/27/2014
EP	D'AMATO, ROBERT E000056	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	Vendor Total: R022614	495.46 495.46 MARCH 14		00005600	02/27/2014
EP	DAVID, PRESTON E000112	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	Vendor Total: R022614	495.46 795.34 MARCH 14		00005601	02/27/2014
EP	DAVIS, CAROLYN E000005	APRIL MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	Vendor Total: R022614	795.34 495.46 MARCH 14		00005602	02/27/2014
EP	DELOS SANTOS, JAMIE E000045	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	Vendor Total: R022614	495.46 993.00 MARCH 14		00005603	02/27/2014
EP	DICKSON, ROBERTA JO E000011	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	Vendor Total: R022614	993.00 188.23 MARCH 14		00005604	02/27/2014
EP	DOWNEY, CAROL E000082	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	Vendor Total: R022614	188.23 495.46 MARCH 14		00005605	02/27/2014
EP	DURNIL, RODNEY	MARCH MEDICAL REIMBURSEMENT	5083-5161	Vendor Total: R022614	495.46 954.98 MARCH 14		00005606	02/27/2014

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	E000036		Health Insurance Premiums						
EP	ECKENRODE, NORMAN E000029	APRIL MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	Vendor Total: R022614	954.98 495.46	MARCH 14		00005607	02/27/2014
EP	ELSTRO, ANN M E000027	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	Vendor Total: R022614	495.46 495.46	MARCH 14		00005608	02/27/2014
EP	ESCOBOSA, LILLIAN E000055	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	Vendor Total: R022614	495.46 495.46	MARCH 14		00005609	02/27/2014
EP	ESPINOZA, ROSALINDA E000016	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	Vendor Total: R022614	495.46 437.00	MARCH 14		00005610	02/27/2014
EP	FIGUEROA, DANIEL E000057	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	Vendor Total: R022614	437.00 179.21	MARCH 14		00005611	02/27/2014
EP	FISCHER, HAROLD A E000023	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	Vendor Total: R022614	179.21 672.00	MARCH 14		00005612	02/27/2014
EP	FRICKE, JUERGEN E000075	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	Vendor Total: R022614	672.00 672.00	MARCH 14		00005613	02/27/2014
EP	FULLER, GLENN H E000081	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	Vendor Total: R022614	672.00 659.00	MARCH 14		00005614	02/27/2014
EP	GALLANT, KAREN E000008	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	Vendor Total: R022614	659.00 495.46	MARCH 14		00005615	02/27/2014
				Vendor Total:	495.46				

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EP	GARNER, JO ANN E000047	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	R022614	495.46	MARCH 14		00005616	02/27/2014
				Vendor Total:	495.46				
EP	GARNER, KITTY E000080	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	R022614	993.00	MARCH 14		00005617	02/27/2014
				Vendor Total:	993.00				
EP	GOMEZ, DANIEL E000049	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	R022614	495.46	MARCH 14		00005618	02/27/2014
				Vendor Total:	495.46				
EP	GRIMM, DENNIS L E000042	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	R022614	442.00	MARCH 14		00005619	02/27/2014
				Vendor Total:	442.00				
EP	HOCH, ELEANOR M E000078	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	R022614	188.23	MARCH 14		00005620	02/27/2014
				Vendor Total:	188.23				
EP	HOLTSLAW, KATHERINE E000121	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	R022614	437.00	MARCH 14		00005621	02/27/2014
				Vendor Total:	437.00				
EP	ICMA RETIREMENT TRUST V000496	P/E 3/1/14 PD DATE 3/7/14	0037-2170 Deferred Comp Payable - ICMA	PY14005	44.30	2995/1401005		00005679	03/07/2014
EP	ICMA RETIREMENT TRUST V000496	P/E 3/1/14 PD DATE 3/7/14	0043-2170 Deferred Comp Payable - ICMA	PY14005	50.00	2995/1401005		00005679	03/07/2014
EP	ICMA RETIREMENT TRUST V000496	P/E 3/1/14 PD DATE 3/7/14	0048-2170 Deferred Comp Payable - ICMA	PY14005	97.00	2995/1401005		00005679	03/07/2014
EP	ICMA RETIREMENT TRUST V000496	P/E 3/1/14 PD DATE 3/7/14	0029-2170 Deferred Comp Payable - ICMA	PY14005	58.00	2995/1401005		00005679	03/07/2014
EP	ICMA RETIREMENT TRUST V000496	P/E 3/1/14 PD DATE 3/7/14	0010-2170 Deferred Comp Payable - ICMA	PY14005	8,153.42	2995/1401005		00005679	03/07/2014
				Vendor Total:	8,402.72				
EP	IRVINE, SUZETTE	MARCH MEDICAL REIMBURSEMENT	5083-5161	R022614	800.48	MARCH 14		00005622	02/27/2014

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	E000019		Health Insurance Premiums						
EP	JENKINS, ROBERT E000084	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	Vendor Total: R022614	800.48 495.46	MARCH 14		00005623	02/27/2014
EP	JOHNSON, SHARON E000099	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	Vendor Total: R022614	495.46 495.46	MARCH 14		00005624	02/27/2014
EP	JONES, ROBERT E000053	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	Vendor Total: R022614	495.46 179.21	MARCH 14		00005625	02/27/2014
EP	JUDD, TERRELL E000115	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	Vendor Total: R022614	179.21 1,069.64	MARCH 14		00005626	02/27/2014
EP	KIRKLAND, RICHARD L E000110	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	Vendor Total: R022614	1,069.64 338.17	MARCH 14		00005627	02/27/2014
EP	LITTLE, DIANE M E000098	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	Vendor Total: R022614	338.17 442.00	MARCH 14		00005628	02/27/2014
EP	LOOMIS, CORINNE E000122	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	Vendor Total: R022614	442.00 338.17	MARCH 14		00005629	02/27/2014
EP	LOWREY, B J E000041	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	Vendor Total: R022614	338.17 272.00	MARCH 14		00005630	02/27/2014
EP	MAERTZWEILER, MICHAEL E000032	APRIL MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	Vendor Total: R022614	272.00 495.46	MARCH 14		00005631	02/27/2014
				Vendor Total:	495.46				

**City of Placentia
Warrant Register
For 03/12/2014**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
EP	MANNING, VEDA M E000063	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	R022614	188.23	MARCH 14		00005632	02/27/2014
				Vendor Total:	188.23				
EP	MARMOLEJO, PACO E000068	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	R022614	1,326.00	MARCH 14		00005633	02/27/2014
				Vendor Total:	1,326.00				
EP	MILANO, JAMES E000054	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	R022614	495.46	MARCH 14		00005634	02/27/2014
				Vendor Total:	495.46				
EP	MILLER, RICHARD E000106	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	R022614	1,008.00	MARCH 14		00005635	02/27/2014
				Vendor Total:	1,008.00				
EP	MONTOOTH, MARLENE E000021	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	R022614	188.23	MARCH 14		00005636	02/27/2014
				Vendor Total:	188.23				
EP	NAJERA, ROBERT JR E000065	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	R022614	795.34	MARCH 14		00005637	02/27/2014
				Vendor Total:	795.34				
EP	NISSEN, JANICE E000073	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	R022614	188.23	MARCH 14		00005638	02/27/2014
				Vendor Total:	188.23				
EP	OLEA, ARLENE J E000014	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	R022614	1,069.64	MARCH 14		00005639	02/27/2014
				Vendor Total:	1,069.64				
EP	ORTEGA, MANUEL E E000100	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	R022614	926.00	MARCH 14		00005640	02/27/2014
				Vendor Total:	926.00				
EP	PALMER, GEORGE E000094	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	R022614	830.00	MARCH 14		00005641	02/27/2014
				Vendor Total:	830.00				

**City of Placentia
Warrant Register
For 03/12/2014**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
EP	PASCUA, RAYNALD E000114	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	Vendor Total: R022614	830.00 1,326.00 MARCH 14		00005642	02/27/2014
EP	PASPALL, MIHAJLO E000085	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	Vendor Total: R022614	1,326.00 477.42 MARCH 14		00005643	02/27/2014
EP	PEREZ, ROBERT E000111	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	Vendor Total: R022614	477.42 179.21 MARCH 14		00005644	02/27/2014
EP	PICHON, WALTER E000103	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	Vendor Total: R022614	179.21 208.36 MARCH 14		00005645	02/27/2014
EP	PONCE, EDMUND M E000040	APRIL MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	Vendor Total: R022614	208.36 188.23 MARCH 14		00005646	02/27/2014
EP	REDIFER, KIM R E000022	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	Vendor Total: R022614	188.23 830.00 MARCH 14		00005647	02/27/2014
EP	RENDEN, BRIAN E000083	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	Vendor Total: R022614	830.00 820.82 MARCH 14		00005648	02/27/2014
EP	REYES, ROGER T E000024	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	Vendor Total: R022614	820.82 800.48 MARCH 14		00005649	02/27/2014
EP	RICE, RUSSELL J E000059	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	Vendor Total: R022614	800.48 993.00 MARCH 14		00005650	02/27/2014
EP	RISHER, THOMAS A	MARCH MEDICAL REIMBURSEMENT	5083-5161	Vendor Total: R022614	993.00 807.00 MARCH 14		00005651	02/27/2014

**City of Placentia
Warrant Register
For 03/12/2014**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	E000013		Health Insurance Premiums						
EP	RITCHIE, SYLVIA E000072	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	Vendor Total: R022614	807.00 495.46	MARCH 14		00005652	02/27/2014
EP	RIVERA, AIDA E000026	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	Vendor Total: R022614	495.46 188.23	MARCH 14		00005653	02/27/2014
EP	ROACH, MICHAEL E000105	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	Vendor Total: R022614	188.23 1,008.00	MARCH 14		00005654	02/27/2014
EP	ROBB, SANDRA E000043	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	Vendor Total: R022614	1,008.00 495.46	MARCH 14		00005655	02/27/2014
EP	ROBERTSON, JAMES S E000093	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	Vendor Total: R022614	495.46 188.23	MARCH 14		00005656	02/27/2014
EP	ROKOSZ, KEN A E000035	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	Vendor Total: R022614	188.23 338.17	MARCH 14		00005657	02/27/2014
EP	ROSE, RICHARD D E000050	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	Vendor Total: R022614	338.17 1,359.00	MARCH 14		00005658	02/27/2014
EP	SALE, LEE R E000031	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	Vendor Total: R022614	1,359.00 495.46	MARCH 14		00005659	02/27/2014
EP	SANCHEZ, LAURA E000058	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	Vendor Total: R022614	495.46 188.23	MARCH 14		00005660	02/27/2014
				Vendor Total:	188.23				

City of Placentia
Warrant Register
For 03/12/2014

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
EP	SANGOLUISA, ZORA G E000048	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	R022614	188.23	MARCH 14		00005661	02/27/2014
		Vendor Total:			188.23				
EP	SCHLIEDER, BEVERLY E000120	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	R022614	1,326.00	MARCH 14		00005662	02/27/2014
		Vendor Total:			1,326.00				
EP	SCHULTZ, DANIEL E000070	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	R022614	179.21	MARCH 14		00005663	02/27/2014
		Vendor Total:			179.21				
EP	SOMOYA, JOHN P E000089	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	R022614	659.00	MARCH 14		00005664	02/27/2014
		Vendor Total:			659.00				
EP	SOTO, PHILIP J E000052	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	R022614	495.46	MARCH 14		00005665	02/27/2014
		Vendor Total:			495.46				
EP	SPRAGUE, GARY A E000064	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	R022614	1,313.00	MARCH 14		00005666	02/27/2014
		Vendor Total:			1,313.00				
EP	STEPHEN, JEFFREY E000119	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	R022614	1,326.00	MARCH 14		00005667	02/27/2014
		Vendor Total:			1,326.00				
EP	TAYLOR, DAVID M E000088	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	R022614	1,008.00	MARCH 14		00005668	02/27/2014
		Vendor Total:			1,008.00				
EP	THOMANN, DARYLL L E000101	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	R022614	495.46	MARCH 14		00005669	02/27/2014
		Vendor Total:			495.46				
EP	TOTH, STEVE E000067	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	R022614	830.00	MARCH 14		00005670	02/27/2014
		Vendor Total:			830.00				

**City of Placentia
Warrant Register
For 03/12/2014**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
EP	TRIFOS, WILLIAM E000104	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	R022614	830.00	MARCH 14		00005671	02/27/2014
				Vendor Total:	1,212.00				
EP	VALENTINE, THOMAS E000118	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	R022614	1,313.00	MARCH 14		00005672	02/27/2014
				Vendor Total:	1,313.00				
EP	VERSTYNEN, WILLIAM E000092	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	R022614	350.91	MARCH 14		00005673	02/27/2014
				Vendor Total:	350.91				
EP	WAHL, KATHLEEN A E000030	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	R022614	188.23	MARCH 14		00005674	02/27/2014
				Vendor Total:	188.23				
EP	WIEST, STEPHEN E000079	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	R022614	495.46	MARCH 14		00005675	02/27/2014
				Vendor Total:	495.46				
EP	WORDEN, LARRY M E000116	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	R022614	1,102.77	MARCH 14		00005676	02/27/2014
				Vendor Total:	1,102.77				
EP	ZAMORA, JERRY E000037	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	R022614	830.00	MARCH 14		00005677	02/27/2014
				Vendor Total:	830.00				
EP	ZINN, JOHN E000009	MARCH MEDICAL REIMBURSEMENT	5083-5161 Health Insurance Premiums	R022614	795.34	MARCH 14		00005678	02/27/2014
				Vendor Total:	795.34				
				Type Total:	66,522.82				
				Warrant Total:	66,522.82				



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: CHIEF OF POLICE

DATE: MARCH 18, 2014

SUBJECT: **BUDGET AMENDMENT - ASSET FORFEITURE FUNDS AND AUTHORIZATION TO PURCHASE EQUIPMENT**

FINANCIAL IMPACT: \$37,000.00 EXPENDITURE OF ASSET FORFEITURE FUNDS TO PURCHASE EQUIPMENT (ACCOUNT #213041-6840) FISCAL YEAR 2013-2014 BUDGET

INTRODUCTION:

Both state and federal law allows law enforcement agencies to use proceeds from the seizure of criminal and illegal assets obtained from drug trafficking and/or other illicit activity for direct law enforcement services. Those law enforcement services include, among other things, equipment for the operations of law enforcement activities, training, supporting community policing activities, and the furtherance of criminal interdiction. This action will approve the transfer of funds from the Asset Forfeiture Revenue Account to the Asset Forfeiture Expenditure Account for the purchase of law enforcement related equipment and software for personnel assigned to Administration, Patrol, Investigations, and Communications.

RECOMMENDATION:

It is recommended that the City Council take the following action(s):

1. Adopt Resolution R-2014-___, a resolution of the City Council of the City of Placentia, California, authorizing a budget amendment in Fiscal Year 2013-14 in the aggregate amount of \$37,000.00 in compliance with City Charter § 1206 and 1209 pertaining to appropriations for actual expenditures; and
2. Authorize the purchase of equipment and related peripheral software with Asset Forfeiture funds in an amount not to exceed \$37,000.00, and
3. Authorize the City Administrator or his designee to execute all necessary documents to effectuate these actions.

1.d.
March 18, 2014

DISCUSSION:

Both state and federal laws permit law enforcement agencies to seize the ill-gotten assets obtained from drug trafficking and/or other criminal activity. The fundamental purpose of the Asset Forfeiture Program is to employ asset forfeiture powers in a manner that enhances public safety and security while protecting the rights of the accused. This is accomplished by removing the proceeds of crime and other assets relied upon by criminals and their associates to perpetuate their criminal activity against our society. The appropriate use of asset forfeiture has the ability to disrupt or dismantle criminal organizations by removing their financial support.

State and federal laws only permit law enforcement agencies to use these Asset Forfeiture funds for direct law enforcement purposes and only for programs that will enhance future investigations or support additional law enforcement measures against criminal acts, drug trafficking and other narcotic related offenses. The purchase of equipment and services is specifically permissible under Asset Forfeiture guidelines and will enhance future Police Department efforts to detect, discover, and track illicit drug dealers, identify, track and arrest gang members, enhance daily patrol functions, improve investigations and follow-up to illegal activities, and apprehend dangerous criminals.

Items to be purchased in conjunction with the use of these funds include:

- General Investigations vehicle replacement - Detective positions investigate nearly all crimes that occur in the City, including homicide. Investigative personnel need reliable and inconspicuous vehicles to conduct surveillances and commute to and from areas within the county and oftentimes, outside the county. The Crimes Property detective vehicle broke and was taken out-of-service in March, 2013 and was not replaced due to limited funds. The lease of a vehicle through Enterprise Leasing would replace this vital asset.
- Columbitech Mobile VPN / 2FA ONE - Columbitech Mobile VPN is a software-based mobile virtual private network and provides mobile worker secure and reliable wireless access to critical confidential data and applications.

2FA ONE is an authentication management software program. The use of this software will reduce the amount of sign-ins required and more importantly, complies with the mandated dual authentication process required by the Department of Justice.

- BairAnalytics Crime Analysis software - ATAC (Automated Tactical Analysis of Crime) workstation provides crime pattern analysis, predictive analytics, crime mapping and reporting to crime investigations and intelligence analysis. In using this particular crime analysis software it will allow our agency to share crime data with the majority of our bordering agencies to track and compare data refining our crime fighting efforts.

FISCAL IMPACT:

The cost for the requested equipment is \$37,000.00. Since all of the equipment is being funded with Asset Forfeiture funds, no General Funds will be needed.

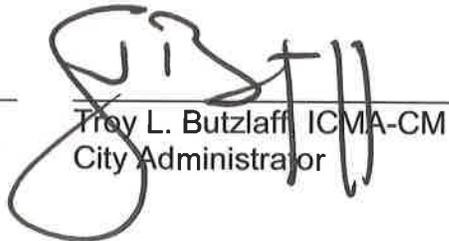
Submitted by:


Lt. Richard Pascarella
Administrative Division Commander

Reviewed and Approved:


R.A. Hicks
Chief of Police

Reviewed and Approved:


Trey L. Butzlaff, ICMA-CM
City Administrator

Reviewed and Approved:


Michael Nguyen
Interim Finance Director

ATTACHMENTS: Written estimate from Enterprise Fleet Management, Duratech USA, and Bair Analytics; Resolution R-2014-___.



Open-End (Equity) Lease Rate Quote

Quote No: 2460823

Prepared For: City of Placentia Police Department
Pascarella, Richard

Date 12/03/2013
AE/AM ZRJ/DKM

Unit #

Used Vehicle Starting Mileage 41080

Year 2013 Make Dodge Model Grand Caravan

Series SXT Front-wheel Drive Passenger Van

Vehicle Order Type Used Term 48 State CA Customer# 225732

\$ 16,500.00	Capitalized Price of Vehicle ¹
\$ 0.00	* Sales Tax <u>0.0000%</u> State <u>CA</u>
\$ 253.00	* Initial License Fee
\$ 0.00	* Registration Fee
\$ 585.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00	* Tax on Gain On Prior
\$ 0.00	* Security Deposit
\$ 0.00	Extended Service Contract
\$ 17,085.00	Total Capitalized Amount (Delivered Price)
\$ 281.90	Depreciation Reserve @ <u>1.6500%</u>
\$ 79.87	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)²

Order Information

Driver Name
Exterior Color
Interior Color
Lic. Plate Type Unknown
GVWR 0

\$ 361.77 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00 Commercial Automobile Liability Enrollment
Liability Limit \$0.00

\$ 0.00 Physical Damage Management

Comp/Coll Deductible 0 / 0

\$ 0.00 Full Maintenance Program³ Contract Miles 0

OverMileage Charge \$ 0.00 Per Mile

Incl: # Brake Sets (1 set = 1 Axle) 0

Tires 0

Loaner Vehicle Not Included

\$ 0.00 Additional Services SubTotal

\$ 28.94 Use Tax 8.0000%

State CA

\$ 390.71 Total Monthly Rental Including Additional Services

\$ 3,553.80 Reduced Book Value at 48 Months

\$ 400.00 Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 12,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle.

Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE City of Placentia Police Department

BY

TITLE

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The Inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.



Open-End (Equity) Lease Rate Quote

Quote No: 2460823

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	C	\$ 85.00
RECON	C	\$ 500.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 585.00
Other Charges Total		\$ 585.00



Open-End (Equity) Lease Rate Quote

Quote No: 2460823

VEHICLE INFORMATION:

2013 Dodge Grand Caravan SXT Front-wheel Drive Passenger Van - US

Series ID: RTKM53

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$ 15,000.00	\$ 15,000.00
Total Options	\$ 0.00	\$ 0.00
Destination Charge	\$ 0.00	\$ 0.00
Total Price	\$ 15,000.00	\$ 15,000.00

SELECTED COLOR:

Exterior: black -

Interior: -

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
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DuraTech USA, Inc.

Rugged Mobile Computing Solutions



Certified 8(a), SDB, DBE, SBE, MBE, WBE & CUCP

www.DuraTechUSA.com Sales@DuraTechUSA.com
714-898-2171 Office 866-704-9132 Fax

Quote prepared for: Placentia PD Attn: Lt. Eric Point
714-920-7442 epoint@placentia.org

11/26/2013		Contact: Lorraine Trevino	Quote# 112613PPD		
LIC-S001-SL	Columbitech Mobile VPN Server License "Flagship Program Discount"	\$2,500.00	1	\$2,500.00	
LIC-S001-GWSL	Columbitech Gateway Server License "Flagship Program Discount"	\$1,250.00	1	\$1,250.00	
LIC-U001-UL	Columbitech Mobile VPN User License	\$95.00	35	\$3,325.00	
MAINT-S001-SL	1 Year Maintenance - Server License	\$1,000.00	1	\$1,000.00	
MAINT-001-GWSL	1 Year Maintenance - Gateway Server License	\$500.00	1	\$500.00	
MAINT-L001-UL	1 Year Maintenance - User License	\$20.00	35	\$700.00	
		Taxable Subtotal		\$7,075.00	
		Non Taxable Subtotal		\$2,200.00	
		8% Sales Tax		\$566.00	
		Total		\$9,841.00	
LIC-S001-SL	Columbitech Mobile VPN Server License "Flagship Program Discount"	\$2,500.00	1	\$2,500.00	
LIC-S001-GWSL	Columbitech Gateway Server License "Flagship Program Discount"	\$1,250.00	1	\$1,250.00	
LIC-U001-UL	Columbitech Mobile VPN User License	\$95.00	35	\$3,325.00	
MAINT-S001-SL	3 Year Maintenance - Server License	\$2,250.00	1	\$2,250.00	
MAINT-001-GWSL	3 Year Maintenance - Gateway Server License	\$1,125.00	1	\$1,125.00	
MAINT-L001-UL	3 Year Maintenance - User License	\$45.00	35	\$1,575.00	
		Taxable Subtotal		\$7,075.00	
		Non Taxable Subtotal		\$4,950.00	
		8% Sales Tax		\$566.00	
		Total		\$12,591.00	
		Costs savings of \$1575.00 if 3 Year Maintenance is purchased in advance			
		Flagship Account Program: End-User agrees to the following:			
		- Be a reference point for new prospects who are considering our solution. You will be notified and asked first, no surprise calls			
		- Take part in any Lunch & Learns we may have in your area			
		- Allow our marketing department to do a success story article about your agency			

Accept above Flagship Account Terms: _____

Prices are good for 30 days and may be subject to change w/o notice
Terms: Govt. IssuedNet 30 PO, Prepaid Company Check or Wire Transfer, All Pricing is in U.S.D.
All California sales require Sales Tax and \$6 EWF per LCD,

12812 Valley View Street, Suite 10 Garden Grove, CA 92845

www.DuraTechUSA.com Sales@DuraTechUSA.com

DuraTech USA, Inc.



Rugged Mobile Computing Solutions

Certified 8(a), SDB, DBE, SBE, MBE, WBE & CUCP

www.DuraTechUSA.com Sales@DuraTechUSA.com

714-898-2171 Office 866-704-9132 Fax

Quote prepared for: The City of Placentia PD Attn: Lt. Eric Point

epoint@placentia.org 714-920-7442

11/26/2013

Contact: Lorraine Trevino

Quote# 112613WCPD

Part#	Description	Unit Cost	Qty	Ext. Cost
ONE	2FA ONE Server/Client Software	\$43.29	30	\$1,298.70
RDR-134-01	Elkon Solo Bio Reader USB	\$30.00	30	\$900.00
2FA M&S	1 Year Annual Maintenance and Support: Patches, Hot Fixes, Technical Support, new releases 20% of SW cost.	\$9.00	30	\$270.00
2FA Professional Services	One 4 hour day remote with configuration, deployment and training. (\$250 ea additional hour beyond 4 hours)	\$1,000.00	1	\$1,000.00
		Non-Taxable Subtotal		\$2,568.70
		Taxable Subtotal		\$900.00
		8% CA Sales Tax		\$72.00
		Ground Shipping		\$35.00
		Total		\$3,575.70

Lead time 1-2 weeks ARO Depending on configuration

Prices are good for 30 days and may be subject to change w/o notice

Terms: Govt. IssuedNet 30 PO, Prepaid Company Check or Wire Transfer, All Pricing is in U.S.D.

All California sales require Sales Tax and \$6 EWF per LCD,



October 16, 2013

Ashley Urban, Crime Analyst
 Placentia Police Department
 401 E. Chapman Avenue
 Placentia, CA 92870

Dear Ms. Urban,

Per your request, BAIR Analytics is providing this written quote detailing the costs for a proposed software licensing, software support, services and training agreement for Placentia Police Department, California.

Recommended Package

Based on your requirements, following is the recommended package that we believe meets the Placentia Police Department's needs:

Option 1: 1 Year

Item	List Price Per Item	GSA Price Per Item	Discounted Price Per Item	Item Count	Total Price
*ATACRAIDS-Annual Fee	\$3,000	N/A	N/A	1	\$3,000
RAIDS Online	Free	Open Market	N/A	1	Free
RMS Translation Service and Software	\$7,500	Open Market	\$3,400	1	\$3,400
CAD Translation Service and Software	\$7,500	Open Market	\$1,800	1	\$3,400
Total					\$9,800

**This item is available through the GSA. Contract #: GS-35F-0416W*

Option 2: 3 Year

Item	List Price Per Item	GSA Price Per Item	Discounted Price Per Item	Item Count	Total Price
*ATACRAIDS-Annual Fee	\$3,000	N/A	\$2,700	1	\$8,100
RAIDS Online	Free	Open Market	N/A	1	Free
RMS Translation Service and Software	\$7,500	Open Market	\$3,400	1	\$3,400
CAD Translation Service and Software	\$7,500	Open Market	\$3,400	1	\$3,400
Total					\$14,900

**This item is available through the GSA. Contract #: GS-35F-0416W*

Option 3: 5 Year

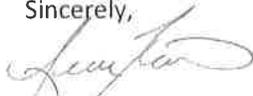
Item	List Price Per Item	GSA Price Per Item	Discounted Price Per Item	Item Count	Total Price
*ATACRAIDS-Annual Fee	\$3,000	N/A	\$2,400	1	\$12,000
RAIDS Online	Free	Open Market	N/A	1	Free
RMS Translation Service and Software	\$7,500	Open Market	\$3,400	1	\$3,400
CAD Translation Service and Software	\$7,500	Open Market	\$3,400	1	\$3,400
Total					\$18,800

**This item is available through the GSA. Contract #: GS-35F-0416W*

Conditions

There is no charge for tax or shipping and handling on any of the products or services listed. These costs will be honored for a period of 90 days from the date of this letter. Prices are subject to change without notice. If you have any questions or would like clarification on any of these items, please contact me at our toll free number (800) 380-1138 or at (303) 346-6000. We look forward to working with you.

Sincerely,



Sean Bair
President

RESOLUTION NO. R-2014-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2013/14 IN THE AGGREGATE AMOUNT OF \$37,000.00 IN COMPLIANCE WITH CITY CHARTER §§ 1206 AND 1209 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES.

A. Recitals

(i). The adopted budget for the 2013/14 Fiscal Year sets out estimated appropriations for City expenses throughout the year.

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

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

B. Resolution

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

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

2. The adopted budget for Fiscal Year 2013/14, Resolution No. R-2013-33, as heretofore amended, hereby is amended to reflect the following transfer of funds from the Account specified to the Account specified:

Fund	Description	Department	GL Acct. #	Increase (Decrease)
Asset Seizure	Mach & Equip	Admin	213041-6840	37,000.00
Asset Seizure	Fund Balance	Admin	0021-3001	(37,000.00)
				\$ 0

PASSED, ADOPTED AND APPROVED this 18th day of March, 2014.

SCOTT NELSON, 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 18th day of March, 2014 by the following vote:

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

PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM:

ANDREW V. ARCZYNSKI, CITY ATTORNEY



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

FROM: CITY ADMINISTRATOR

DATE: MARCH 18, 2014

SUBJECT: **APPROVE INCREASE IN EXISTING PURCHASE AUTHORIZATION WITH MANAGEMENT PARTNERS FOR INTERIM MANAGEMENT SERVICES RELATED TO DEVELOPMENT SERVICES STAFFING**

FISCAL

IMPACT: EXPENSE: NOT TO EXCEED \$60,000
BUDGETED IN ACCOUNT NO: 101511-6001

SUMMARY:

In October 2013 the City's Assistant City Administrator, Ken Domer, announced his resignation to accept a position with another public agency. The Assistant City Administrator position is a critical position with administrative and operational responsibility for the City's building and planning functions, as well as coordinating the activities of the Successor Agency and the City's economic development efforts. Due to the critical nature of this position and to insure continued management of development services, the City Administrator retained Management Partners to provide interim management services through the assignment of Robyn Uptegraff. This action will approve an increase to the existing purchase authorization with Management Partners for interim management services through the end of the fiscal year.

RECOMMENDATION:

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

1. Approve and authorize the City Administrator to increase the existing purchase authorization with Management Partners for interim management services by \$35,000 for an aggregate amount of \$60,000 in Fiscal Year 2013-14.

DISCUSSION:

The Assistant City Administrator position has been vacant since early October after the incumbent accepted a position with another agency. The Assistant City Administrator is a critical position with management and operational responsibility over the Development Service Department (e.g., building and planning). In addition, the Assistant City Administrator manages the City's redevelopment and economic development activities, as well as provides on-going coordination of many special projects.

1.e.
March 18, 2014

Due to the critical nature of this position and to insure continuity in management over the development services function, the City Administrator entered into an agreement on September 30, 2013 with Management Partners to provide a highly qualified individual to serve as interim Assistant City Administrator until such a time as a permanent replacement could be hired. Robyn Uptegraff was assigned to serve as Interim Assistant City Administrator. Robyn has extensive land use/development experience in both the public and private sectors. Robyn served as Assistant City Manager/Development Services for the City of Santa Ana for 22 years before retiring in 2000. Following her retirement from Santa Ana, Ms. Uptegraff joined the Irvine Company and eventually became their Senior Vice President for Entitlement & Environmental Affairs. Ms. Uptegraff left the Irvine Company in 2011 to start her own consulting company specializing in strategic planning, feasibility analysis and entitlement review. She also serves as a Special Advisor to Management Partners and has worked for several different public agencies in an interim capacity.

The existing agreement with Management Partners provides that Ms. Uptegraff will work between 10 to 15 hours per week at a rate of \$135 per hour. The agreement does not have an expiration date and can be terminated at any time. The initial purchase authorization, which was for \$25,000, has been expended and additional purchase authorization is now needed.

The City is in the process of recruiting a new Assistant City Administrator. This process is expected to be complete by the end of March. In order to continue to provide consistent management and technical expertise until the new Assistant City Administrator is appointed, as well as to retain Ms. Uptegraff to work on various special projects through the remainder of the fiscal year, staff is requesting that an additional \$35,000 be added to the original purchase authorization with Management Partners for an aggregate amount of \$60,000.

FISCAL IMPACT:

Although this was not a budgeted expenditure in the Fiscal Year 2013-14 operating budget, sufficient funds are available as a result of budgetary savings from unfilled vacant positions.

Reviewed and approved:



Troy L. Butzlaff, ICMA-CM
City Administrator



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: INTERIM ASSISTANT CITY ADMINISTRATOR

DATE: MARCH 18, 2014

SUBJECT: **CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH LILLEY PLANNING GROUP TO COMPLETE THE GENERAL PLAN UPDATE**

FISCAL
IMPACT: BUDGETED IN ACCOUNT NO.: 333523-6017 JL#6108670159

SUMMARY:

The City's current General Plan was adopted in the mid-1970's. A General Plan Update was initiated in 2002, but to date, has not been completed. The proposed contract with Lilley Planning Group adds the expertise and manpower necessary to complete the draft General Plan Update by September 2014. Environmental review will then occur, with adoption of the General Plan Update targeted for Spring 2015.

RECOMMENDATION:

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

1. Approve a Professional Services Agreement with Lilley Planning Group for General Plan Update services in an amount not to exceed \$42,000.

DISCUSSION:

The General Plan is the City's land use constitution, a legal policy document that is mandated by the State of California. The General Plan is intended to reflect the community's values and set policies to guide in the development, maintenance, and use of the City's built environment. It forms the basis for future decision making as it relates to the seven mandatory elements: Land Use, Housing, Conservation, Open Space, Circulation, Safety, and Noise. The City's current General Plan was adopted in the mid-1970's. Since that time, a comprehensive update was started in 2002 and restarted in 2009, but due to changing priorities, staffing, and financial resources, the General Plan update has not concluded.

A variety of work on the update was underway in 2013. In early 2013, the City retained Lilley Planning Group (LPG) to undertake the review of the previously drafted General Plan Update work. In addition, the City applied to the Southern California Association of Governments (SCAG) for a grant to address sustainability issues within the update and to assess the City's development code to ensure that it is compatible and reinforcing to the General Plan Update

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March 18, 2014

policies. SCAG approved the City's application and awarded the contract for the work to RBF. Finally, the City updated its Housing Element, which is required by the State to be updated on a prescribed schedule. The updated Housing Element was approved by the City Council in January 2014.

The General Plan Update is now ready to move forward toward completion. The proposed agreement with Lilley Planning Group represents a restated and expanded scope of work, with LPG serving as the lead to guide the City through the completion of existing draft elements and the creation of those elements not yet drafted (Circulation and Noise). In addition, LPG will coordinate closely with RBF to ensure that all aspects of the SCAG grant are satisfied and that the City achieves an enhanced product. Lilley Planning Group is a highly experienced firm, with the benefit of a long association with the City of Placentia. LPG has undertaken the review of the existing draft and is the most efficient and cost effective option to move forward.

The schedule for completion of an administrative draft of the General Plan Update is September 2014. The document is subject to CEQA, with environmental review occurring when the administrative draft is complete. Adoption of the General Plan Update is targeted for Spring 2015.

FISCAL IMPACT:

Funds have been budgeted in the City's Capital Improvement Program budget through the collection of the General Plan Update fees on development permits.

Prepared by:

Reviewed and approved:


Robyn Uptegraff
Interim Assistant City Administrator


Troy L. Butzlaff, ICMA-CM
City Administrator

Attachments:

1. Scope of Work for General Plan Update
2. Professional Services Agreement

Scope of Work for General Plan Update

The Land Use, Safety, and Conservation elements require updating, validation of data, policy and goal identification and consistency to the overall document to be prepared.

The Open Space Element has not been started. This element is required to have not only the policy document but an implementation plan as well. Our team will need to review current work plans, inventory and conditions, identify goals and objectives and develop a policy portion as well as an implementation portion of the element. Our team will work to review, update and prepare the open space element for the City of Placentia. As part of this work we will review any input received, validate demographic and regional context and integrate best practices and any changes in the industry that are applicable. We will review for internal consistency and consistency with other elements and other City policies and goals.

The Circulation Air Quality and Noise Elements have not been started to date. A traffic study is nearly completed and has reviewed conditions considering land use policy changes identified by the City. No other technical studies have been completed to date. Our firm will not be preparing any of the technical studies but we will use the technical analysis and incorporate the findings and information into the policy and goals for the circulation and noise elements of the General Plan. Our team will work to review, update and prepare the Circulation and Noise elements for the City of Placentia. As part of this work we will review any input received, validate demographic and regional context and integrate best practices and any changes in the industry that are applicable. We will build off of the technical reports that are prepared and submitted for the City by other consultants. We will incorporate this information into the final drafts. We will review for internal consistency and consistency with other elements and other City policies and goals.

In order to complete this work we envision the following plan:

Task 1. Coordination Meetings with City Team: Bi-monthly coordination meetings are anticipated to be held with the City team to coordinate materials, manage workload, communicate needs and obtain information. (estimated 56 hours)

Task 2. Data Review/Analysis: Our team will need to complete review of all data and demographic related information available for the General Plan update. This will include Department of Finance, Census, City documents, SCAG, Housing Element, etc. This review will help us update the tables, charts and graphs throughout each element and bring this portion of the document up to date. (estimated 25 hours)

Task 3. Partially Complete Elements - Research, Refinement, Document Preparation: We will review the documents (Land Use, Safety, Conservation) that have been prepared to date, update demographic information where appropriate, apply new formulas, legislative updates or other requirements to ensure the elements comply with State and Federal Law and meet all local requirements as well. We understand that the Economic Development policy has been completed. We will incorporate policies and goals from this work throughout the Land Use Element where appropriate. In addition we will review draft information for internal consistency and consistency with other City policies and goals. We will identify any conflicts and make a decision list for review. It is assumed that the City will have a geologist and/or other specialists to review and provide

recommendations on earthquake, flood and other safety and hazardous risks for the City. (estimate 60 hours)

Task 4. Prepare Drafts of Additional Elements – Research, Review, Document Preparation:

We will review the information related to (Open Space), update demographic information where appropriate, apply new formulas, legislative updates or other requirements to ensure the elements comply with State and Federal Law and meet all local requirements as well. We will develop a draft policy and implementation plan for the Open Space Element. In addition we will review draft information for internal consistency and consistency with other City policies and goals. We will identify any conflicts and make a decision list for review. (estimate 60 hours)

Task 5. Circulation, Noise and Air Quality - Research, Refinement, Document Preparation:

We will review the technical documents that have been prepared to date, update demographic information where appropriate, apply new formulas, legislative updates or other requirements to ensure the elements comply with State and Federal Law and meet all local requirements as well. In addition we will prepare draft information, ensure internal consistency and consistency with other City policies and goals. We will identify any conflicts and make a decision list for review. (estimate 80 hours)

Task 6. Coordinate with Sustainability Team: The City has hired a consulting firm through a SCAG grant to prepare a Sustainability Plan. The intent of the plan is to incorporate Sustainability goals and policies as appropriate throughout the General Plan rather than develop this as a stand-alone document. Our team will coordinate with the Sustainability team throughout this effort. (estimate 36 hours)

Task 7. Community Outreach: We will work with the City's Sustainability consultant to coordinate and implement a community outreach strategy. (estimate 35 hours)

GPAC: The plan is to re-engage the GPAC (members of the Council and 1 member from each of the City's Commissions). The GPAC will be confirmed at the end of March and the first meeting is anticipated for April or May 2014. The first meeting will be to introduce the process to date, provide an overview of the project and outline the steps to completion. We will meet with the GPAC again toward the end of summer to provide a draft of the General Plan for their review and input. Finally we will present a final document to the GPAC prior to bringing the document to Commission and Council for adoption. Our team will take the lead on facilitating the meetings with the GPAC on the General Plan Update.

In addition to the GPAC this effort will include input from the community at large. We anticipate at least two public events (already scheduled events, such as the Cowabunga Crab Fest and the Movies in the Park, where a good portion of Placentia residents, business owners and property owners are likely to be) one in late spring and one in summer that will allow the community to be familiar with the direction of the General Plan and provide input on quality of life and prioritization input. The Sustainability consultant will take the lead on coordinating and leading these efforts as well as promoting the events, developing all materials and gathering and summarizing all input received.

Task 8. City Leadership Review: We will provide a draft for each department head to review. We anticipate meeting with representatives from: planning, public works, administration, finance, fire, police and community services. We will review the goals,

data and backup material in the appropriate section and ensure no changes are needed and that no errors or omissions are present. After the initial review, intended to follow the community outreach effort, our team will prepare a final draft for the review of the leadership team prior to preparing the final document. (estimate 36 hours)

Task 9. Revisions and Final Draft: We will incorporate comments and corrections from the City team and community/GPAC into a final document to be presented to the Planning Commission and City Council. (estimate 60 hours)

Task 10. Public Hearings: Our team will support staff in the presentation of the General Plan Update to the Planning Commission and City Council. We anticipated one workshop style meetings with the Planning Commission and one working meeting and one adoption meeting with the Council. We assume that the City will prepare the necessary staff reports, adopting documents, copies, notification and other related documents. (estimate 12 hours)

Assumptions: We assume the City will be responsible for meeting rooms, reproductions, electronic document posting on line, any maps and graphics. Our team will provide reproducible versions of all documents. All electronic files will be distributed to the City for review and archiving. Graphics and images will be incorporated into the document from City files, information gathered in the field or stock images as approved by the City. We assume the City will provide for any mapping, promotion of events, public notices, mailings, GIS, document final formatting and coordination of the GPAC meetings to ensure compliance with the Brown Act.

- **Environmental:** It is assumed that a environmental determination and review process will be necessary for the General Plan Update. Our team is assuming that the City will conduct a separate RFP process to solicit the help of a firm to prepare this documentation for this project.

Scope Estimate: \$42,000.00 (at an estimate of 460). This is proposed as a not-to-exceed rather than a retainer for services. Should the work be more limited in scope than anticipated and the hours and duration be shortened the firm will only bill for hours needed. If however, additional tasks, services or time frame were necessary additional funds may be required.

Lilley Planning Group

Consulting Services

Contract Manager: Jennifer A. Lilley, President

The Lilley Planning Group will perform consulting services at the following hourly rates:

Project Manager (Jennifer Lilley)	\$100.00
Principal (Jennifer Davis)	\$100.00
Planning Consultant (Ray Pascua)	\$90.00
Planning Technician	\$50.00

Rates reflect all costs for the office overhead, if any, including direct and indirect costs. These fees reflect all anticipated fee increases during the contract duration.

**CITY OF PLACENTIA
CONSULTING SERVICES AGREEMENT**

This Agreement is made and entered into this _____ day of _____, 20____, by and between the City of Placentia, a Municipal Corporation and Charter City(hereinafter “CITY”) and Lilley Planning Group, a California corporation (hereinafter “CONSULTANT”).

A. Recitals.

(i) CITY requires professional services pertaining to the preparation and completion of the General Plan Update, as more fully detailed in the Scope of Work (“Work” hereinafter).

(ii) CONSULTANT has now submitted a proposal for the performance of such services, pursuant to the terms and provisions hereof.

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

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

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

B. Agreement.

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

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

(b) Scope of Services: The provision of General Plan Update services, Scope of Services attached to this Agreement as Exhibit “A” and incorporated herein by reference (the “services”), which includes the agreed upon schedule of performance and the schedule of fees. Consultant warrants that all services and work shall be performed in a competent, professional, and satisfactory manner in accordance with all standards prevalent in the industry. In the event of any inconsistency between the terms contained in the Scope of Services and the terms set forth in this Agreement, the terms set forth in this Agreement shall govern.

2. Time of Completion: (a) The time for completion of the services is an essential condition of this Agreement. CONSULTANT shall prosecute regularly and diligently the Work in accordance with the agreed-upon schedule of performance set

forth in Exhibit "A." CONSULTANT shall not be accountable for delays in the progress of its work caused by any condition beyond CONSULTANT's control and without the fault or negligence of CONSULTANT. Delays shall not entitle CONSULTANT to any additional compensation regardless of the party responsible for the delay.

(b) CONSULTANT shall supply copies of all requisite maps, surveys, reports, plans, models, computer files, and documents (hereinafter collectively referred to as "Documents") including all supplemental technical documents, as described in Exhibit "A" to CITY within the time specified herein. Copies of the Documents shall be in such numbers as are required by Exhibit "A."

(c) CONSULTANT shall, at CONSULTANT's sole cost and expense, secure and hire such other persons as may, in the opinion of CONSULTANT, be necessary to comply with the terms of this Agreement. In the event any such other persons are retained by CONSULTANT, CONSULTANT hereby warrants that such persons shall be fully qualified to perform services required hereunder. CONSULTANT further agrees that no subcontractor shall be retained by CONSULTANT except upon the prior written approval of CITY.

3. Payment for Services: (a) CITY shall pay CONSULTANT a maximum sum of \$42,000.00 for the performance of the services. This sum shall cover the cost of all staff time and all other direct and indirect costs or fees, including the work of employees, consultants and subcontractors to CONSULTANT. Payment to CONSULTANT, by CITY, shall be made in accordance with the schedule set forth below.

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

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

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

and shall be paid by CITY within a reasonable time after said invoices are received by CITY.

4. CITY Assistance to CONSULTANT: CITY agrees to provide to CONSULTANT:

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

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

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

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

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

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

6. Suspension or Termination: (a) CITY may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon CONSULTANT at least ten (10) days prior written notice. Upon receipt of said notice, CONSULTANT shall immediately cease all work under this Agreement, unless the notice provides otherwise. If CITY suspends or terminates a portion of this

Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

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

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

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

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

To City: City of Placentia
401 E. Chapman Ave.
Placentia, California 92870-6101
Attention: City Administrator

To Consultant: Lilley Planning Group
138 West Amerige
Fullerton, California 92832
Attention: Jennifer Lilley, AICP

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

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

(b) Minimum insurance limits shall be as specified in Exhibit "A."

(c) In addition to the requirements of Exhibit "B," and prior to commencing work on the Work, CONSULTANT shall furnish to CITY a certificate of insurance as proof that it has taken out full workers' compensation insurance for all persons whom CONSULTANT may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California.

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

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

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

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

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

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

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

(c) Obligation to Defend. It shall be the sole responsibility and duty of CONSULTANT to fully pay for and indemnify the Indemnitees for the costs of defense, including but not limited to attorney's fees and costs, for all Claims against CITY and the Indemnitees, whether covered or uncovered by CONSULTANT's insurance, against the City and/or the Indemnitees which arise out of any type of omission or error, negligent or wrongful act, of CONSULTANT, its officers, agents, employees, or subcontractors. CITY shall have the right to select defense counsel.

11. Assignment: Because of the specialized nature of the services to be rendered pursuant to this Agreement, only _____ shall perform the services described in this Agreement. _____ may use assistants, under direct supervision, to perform some of the services under this Agreement. CONSULTANT shall provide CITY fourteen (14) days' notice prior to the departure of _____ from CONSULTANT's employ. Should he/she leave CONSULTANT's employ, CITY shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, CONSULTANT's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between CITY and CONSULTANT.

12. Licenses/Certifications: At all times during the term of this Agreement, CONSULTANT shall keep and maintain, in full force and effect, all licenses or

certifications required of CONSULTANT by law for the performance of the services described in this Agreement.

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

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

(c) Undue Influence. CONSULTANT declares and warrants that no undue influence or pressure is used against or in concert with any elected or appointed officer, official, employee or agent of CITY in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No elected or appointed officer, official, employee or agent of CITY will receive compensation, directly or indirectly, from CONSULTANT, or from any officer, employee or agent of CONSULTANT, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling CITY to any and all remedies at law or in equity.

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

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

14. Patent/Copyright: (a) To the fullest extent permissible under law, and in lieu of any other warranty by CITY or CONSULTANT against patent or copyright infringement, statutory or otherwise, it is agreed that CONSULTANT shall defend at its expense any claim or suit against CITY on account of any allegation that any item furnished under this Agreement, or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and CONSULTANT shall pay all costs and damages finally awarded in any such suit or claim, provided that CONSULTANT is promptly notified in writing of the suit or claim and given authority, information and assistance at CONSULTANT'S expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the negligence, recklessness or willful misconduct of CONSULTANT. However, CONSULTANT will not indemnify CITY if the suit or claim results from: (1) CITY's alteration of a deliverable, such that CITY's alteration of such deliverable created the infringement upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by CONSULTANT when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

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

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

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

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

16. [[RESERVED]]

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

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

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

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

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

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

CONSULTANT

Jennifer Lilley, AICP
Lilley Planning Group

CITY

Mayor

ATTEST:

City Clerk

Approved as to form:

Andrew V. Arczynski,
City Attorney



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
FROM: CITY ADMINISTRATOR
DATE: MARCH 18, 2014
SUBJECT: **PLACENTIA ECONOMIC DEVELOPMENT PLAN**
FISCAL
IMPACT: NONE

SUMMARY:

With the dissolution of the Redevelopment Agency in February 1, 2012, many cities including Placentia no longer have the financial tools to attract businesses. Consequently, cities are placing more emphasis on economic development strategies and programs to create immediate and sustainable new revenue. The City's Economic Development Committee, which was established in December 2012, has been working on various economic development initiatives including the preparation of an Economic Development Plan. An Economic Development Plan has been prepared by a third-party consultant and was reviewed and accepted by the Economic Development Committee at their February 25, 2014 meeting. The Economic Development Committee is recommending that the City Council receive and file the Placentia Economic Development Plan.

RECOMMENDATION:

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

1. Receive and file the Placentia Economic Development Plan.

DISCUSSION:

The quality of life experienced by residents is directly linked to the success and overall health of the businesses within a community and therefore, of great importance to the community as a whole, and City government specifically. A healthy business community, through the creation of jobs and revenue, is a major element in allowing the City to carry out its essential city services, as well as nonessential services that combined, create a positive quality of life standard that all residents of Placentia expect. In December 2012 the City Council approved the formation of an Economic Development Committee, consisting of 11 members from the business community, Chamber of Commerce and the Placentia Yorba Linda Unified School District to advise the City Council on business issues and to design, develop, and implement a comprehensive economic development program for the City of Placentia.

One of the first tasks the Economic Development Committee set out to complete was the preparation of an Economic Development Plan to assess the existing conditions that drive the economy in Placentia and to help local stakeholders and decision makers to implement strategies that will contribute to the City's future economic health.

1.g.
March 18, 2014

The purpose of the Economic Development Plan is to:

- Enable the City to address quality of life issues, while keeping the general tax burden to its citizens as low as possible;
- Enable the City to better respond to the community's desire for quality of life infrastructure investment, including roads, parks, community centers, safety facilities, City buildings, etc.;
- Create new, permanent jobs and retain existing jobs in the community;
- Encourage business-to-business transactions;
- Retain dollars that are currently spent outside of the community; and
- Communicate the value of a sound and diversified economy to all of the residents of the City.

In addition to serving as a road map for creating new revenues and opportunities through economic development, this Plan will be used in conjunction with the City's General Plan update as a resource to identify current economic development conditions and to demonstrate how the land use plan will promote business activity and employment growth within the City, consistent with the priorities identified by City leaders and the community.

The City retained a consultant, William Rawlings the City Manager of Artesia and an expert in economic development, to prepare an Economic Development Plan. The draft Plan was presented to the Economic Development Committee on January 28, 2014. The Committee further reviewed, made some minor revisions and accepted the Plan on February 25, 2014. The Committee plans to work with City Staff on the implementation of the Plan over the coming months. At this time, the Committee is recommending that the City Council receive and file the Placentia Economic Development Plan.

FISCAL IMPACT:

There is no fiscal impact.

Prepared by:


Maggie Le
Management Analyst

Reviewed and approved:


Troy L. Butzlaff, ICMA-CM
City Administrator

Attachment:

Placentia Economic Development Plan



Placentia
Economic Development
Plan

Presented
January 29, 2014

Prepared for
City of Placentia



Prepared by
William Rawlings



City Council

Scott Nelson, Mayor

Joseph V. Aguirre, Mayor Pro Tem

Jeremy B. Yamaguchi, Council Member

Chad P. Wanke, Council Member

Connie Underhill, Council Member

Economic Development Committee

City Staff

City Administrator Troy L. Butzlaff

Management Analyst Maggie Le

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Introduction and Purpose

It is a new time in City Government as it relates to economic development activities. Redevelopment, the primary tool for financing business assistance in the City of Placentia was eliminated on February 1, 2012. However, it is important to recognize that redevelopment was but one tool in the "economic development toolbox" and in light of reduced funding and reduced staff resources, it is imperative to begin a commitment to proactive economic development. Cities are finding that simply reacting to development opportunities when they come along or strategic, general approaches are no longer sufficient to keep up with the economic times they find themselves in.

It is also critically important to recognize that creating a "Business Friendly" environment is a philosophy no City in 2013, least of all the City of Placentia, can avoid to postpone. From the City Council to the Management team, to the Staff at all levels of the various City Departments, Economic Development in general and a laser like focus on business retention and development specifically, must become one of the highest priorities of City government.

The purpose of this report is to identify key areas in the City that present immediate opportunities for economic development, mid-term actions the City can take to positively impact the bottom line within a year or two, long-term actions that can be taken now to provide benefits for the City over the next ten years, and most importantly, a specific, detailed "to do list" and "road map" for immediate implementation.

This report is meant to be a tool for use by City Staff and City leaders to create immediate and sustainable new revenue for the City so that it can continue to provide a high level of community service.

While it is envisioned that this report will be used predominately by Senior City Staff and the City Council (and the Economic Development Committee), due to staff limitations and reduced resources, it is designed to be implemented in stages, by contractors and consultants, where necessary. While the best results for the City (the most money generated) would include progress on all approaches presented, progress on only one, would put the City in a more secure position financially.

This is an exciting time in history for the City of Placentia, and it is hoped that the ideas presented in this report will be helpful in moving the City forward to what we see as a bright future.

William A. Rawlings

Methodology and Approach

The author of this report spent a total of 25 hours in the City, driving each street, with a special emphasis on all non-residential streets, "border streets" (shared or near an adjacent City), and "main streets" (streets where the majority of the City's retail (read: economic activity) is taking place). In addition, significant time was spent walking and "shopping" in the City's existing retail and commercial areas, most especially, the "Downtown" area. Time was invested speaking with shoppers and shopkeepers alike. In addition, recent Buxton, HDL and various other information sources were extensively reviewed and considered. Conversations were had with both the City Administrator and Assistant City Administrator.

The City's current economic and budgetary situation and challenges were reviewed and considered. The City's relationship with surrounding Cities, the County in general, and the region were further evaluated.

What follows is a thorough, top-down review of the things Placentia needs to do *right now*, to position itself to survive and thrive in the new economic reality all California Cities find themselves in 2014.

Executive Summary

After several years of difficult structural budget challenges, mitigated by resource and staff reductions, together with fortuitous one-time revenue sources, the City of Placentia heads into 2014 and beyond with an approximate \$1,500,000 ongoing budget challenge.

After years of strong, steady leadership by the City Council and talented professional guidance by the Management Team, the City finds itself facing the future without the use of redevelopment tools, limited budget reduction options, and few one-time funding sources on the horizon.

The solution to this situation is simple, but not easy: The City of Placentia must "grow the pie". It must grow revenues *organically*, that is, within its own borders through economic development and smart, thoughtful *reuse* and *re-designation* of existing land and development. It must create an environment whereby the private sector is empowered to "redevelop" and intensify land use, thereby creating additional value to the landowner, and ultimately to the City and community.

Increased densities are sharp tools and must be used carefully and thoughtfully, with diligent attention to the concerns and interests of City residents. However, if used properly, with abundant oversight, increased densities, zoning overlays, and targeted incentives can have a significant positive impact on the City's finances.

This report will, among other things, help show how to use these tools.

Demographics

Placentia, incorporated in 1926, is a diverse City of about 52,000 located in northern Orange County, near the junction of the 91 and 57 freeways. The City is bordered on the East by the City of Yorba Linda, on the South by the City of Anaheim, on the West by the City of Fullerton, and on the North by the City of Brea.

The City is fully built out with the vast majority of the City devoted to residential land uses (about 85%), a small portion devoted to traditional "industrial use" (about 10%) and only a very small portion currently being used as retail/commercial (about 5%). In fact the five percent devoted to retail/commercial is misleadingly high, as much of this space is not actually being used for, or is underused for retail.

When the City was incorporated in 1926, the tax base was very different than today, with a focus on property tax. During the ensuing 90 years and with the vast changes at the State level (beyond the scope of this report), cities today (including Placentia) find themselves dependent on sales tax. A city with five percent of its land area being actively used for retail faces a steep hill indeed.

This report is designed to address this issue head on with specific recommended steps to increase revenue to the City. All City Staff should be motivated to help implement the following ideas as their ability to provide police protection, street maintenance, and general community support are directly dependent on how the City can grow revenues.



The City of Placentia, near the junction of the 91 and 57 FWYS

CURRENT ECONOMIC ENVIRONMENT

The challenges of the Great Recession are still present but economic activity is slowly picking up in and around Placentia.

Downtown Placentia, the City's historic downtown shopping area, continues to attempt to survive the unstable economy. The lack of a redevelopment financial investment has left the City without the ability to address major infrastructure issues in the downtown area such as parking constraints and the inability to improve the lighting and streetscape. Security has also been an issue that the area has historically struggled with, and the goal is to continue to work with the Police Department and the Placentia downtown merchants on the matter of security to improve the shopping and dining environment.

The elimination of redevelopment on February 1, 2012, serves as a reminder that economic development must remain a top priority for the City of Placentia. While redevelopment was a primary financing mechanism for providing business assistance, it was but one tool and, despite the reduced funding and staff, it should not deter the City from continuing its history of cultivating a "business friendly" environment. All staff throughout the organization should be reminded to "keep economic development at the forefront of their approach" as a philosophy incorporated into daily activities of serving the public, since without continued growth in revenue (through Economic Development), it will be increasingly difficult for them to accomplish their primary job responsibilities.

Analysis of the Local Economic Climate and The Economic Development Climate in Placentia

Location

One of the City's most important benefits is its location. Placentia is located at the junction of the 91 and 57 freeways, and thereby offers easy access to the Los Angeles/Orange County/Inland Empire regions, regional airports, and shipping ports. It is directly adjacent to Cal State Fullerton and its 30,000 plus students, staff and visitors.

Safety and Service

There is a perception of safety in the community thanks to a low overall crime rate and a very low property crime rate for businesses. Companies regularly comment on the high service levels provided by the Placentia Police Department and also mention that the maintenance of the City's infrastructure is of good quality.

Small Town Feel

Businesses appreciate the personal scale of the community, which is a stark contrast to the larger communities in the region. They comment on feeling an attachment to the sense of place created by the residents, the ability to meet with the Mayor, Councilmembers, City Administrator, and Community Development Director/Assistant City Administrator and the ability to participate in - and often financially support community events.

Lack of Available Space

A City that is nearly built out that has very few vacancies and competitive lease rates leaves limited opportunities for new businesses to enter the area. There are few, if any, opportunities for parcel assemblage for large projects and most buildings are being utilized at or near their highest and best use. The opportunities that do exist are located in two of the City's largest neighborhood commercial centers, which are owned by several different property owners with varying levels of interest in improving and/or selling their properties. While high occupancies and well laid out parcels are an advantage, they leave little opportunity to add new businesses or to make sizeable impacts to an area.

Limited Clustering

"Clustering" is an economic development theory which suggests that individual businesses can better compete when they exist in an area of similar and complementary companies. It creates healthy competition and allows for a coordination of resources and ideas, which can help attract the best employees. In other words, the whole is greater than the sum of its parts. The best example of this would be the Silicon Valley, where high tech firms compete, cooperate, and grow with fantastic results. On a smaller scale, a more common example would be a jewelry mart. On its own, a single jewelry store may enjoy some modest success. However, grouped with several stores, they become a destination for shopping and together enjoy more sales and success.

Aging Commercial Areas

Many of Placentia's commercial centers were built in the 1960's and 1970's. Since their inception, they have been very active retail facilities that provide many of the neighborhood services Placentia residents require. Unfortunately, these centers are beginning to show their age. Designs are becoming outdated and maintenance is being deferred. As a result, tenants are somewhat marginal, rents are beginning to lag behind area rates, and vacancies are beginning to remain open a bit longer than in the past.

Since several of these centers are located within the City's former Redevelopment

Area, including the two largest retail centers in the City, redevelopment funding and strategies would have been appropriate considerations to revitalize and reinvigorate these centers. However, with the demise of redevelopment in 2012, these funds are not available.

The larger commercial centers are characterized by multiple parcels and multiple owners, making the redevelopment of these centers more difficult.

Restrictive Entitlement Requirements

The City of Placentia (like most Orange County cities) has had a long-standing requirement to following standard planning approaches that while sound in the 70's and 80's, have now resulted in stagnating growth and development. This is a dilemma that many cities have found themselves in, in the last decades. The time has come for a more flexible and creative approach to zoning and the planning process to allow denser and thus more profitable developments, but also bringing needed amenities and revenue.

In addition, the City requires a Conditional Use Permit (CUP) for warehousing and distribution uses on the basis that certain warehousing and distribution uses create significant traffic impacts to the area. The requirement to obtain a CUP adds to the expense of occupying a building and the time required to obtain a CUP can delay occupancy. Both of these factors can make a vacant building less attractive to potential businesses.

Sign Requirements

Businesses have sometimes commented that they would like to have enhanced signage to announce their presence. While the City has recently changed its temporary sign regulations to allow more consecutive display days and more total display days each year, more may be able to be done in this area.

Good Distribution is not the same as Sales

The small manufacturing/industrial area of the City is located along wide, straight streets with good freeway access. Many of the industrial sites were built with large buildings with limited parking areas. All of these factors are very enticing to warehousing and distribution uses. Unfortunately, modern warehousing does not generate many jobs and sales are often recorded outside of the community. Unless these industrial areas are rezoned or the buildings are razed or retooled, this area of the City will continue to be naturally attractive to warehouses that create very little positive economic impact for the community.

Regional Shopping Centers Nearby

The neighboring cities of Brea and Anaheim have regional shopping centers and/or big box stores that draw retail dollars away from Placentia's businesses. Placentia has limited land available to create centers to compete with these outlets; therefore, it will be necessary for Placentia's businesses to compete in other ways, such as by providing individualized services or goods that are not available through the national chain stores.

Solid Reputation

The City of Placentia is seen as a good City to do business with. Management is seen as creative, flexible and willing to consider new ideas to improve the quality of life in the City. Because Placentia's organizational structure is small, it is possible to quickly meet with key staff to discuss a new project. However, due to continued staff reductions and reduced resources, it may become difficult to service existing and potential new businesses and developments.

Undeveloped land

There is very limited vacant land zoned for commercial use. This means that any significant new development will be, necessarily, re-use or redevelopment (in the classic sense).

The City should encourage retail and/or restaurant uses at key intersections throughout the City by the creation of an overlay zoning designation. An overlay zoning district would allow a more limited and tailored list of allowed land uses while providing flexibility to the current commercial development standards.

Assessment

We use the term "Economic Development" routinely in this report. What is Economic Development, and specifically, what do we mean when we use this term?

Economic development is a multi-faceted approach to the development of policies and programs designed to preserve, enhance and promote a vibrant and successful business community, with the specific goal of increasing City revenue by increasing sales tax and property tax income to the City. Additional goals are retention and expansion of employment opportunities for City residents and increased and targeted amenities for the community (desired stores, restaurants, and commercial businesses).

The quality of life experienced by the residents of a community and visitors are directly linked to the success and overall health of the businesses within a community and therefore, of great importance to the City as a whole, and City government as well.

A healthy business community, through the creation of jobs and revenue, is a major element in allowing the City to carry out its essential city services, as well as nonessential services that combined, create a positive quality of life standard that all residents of Placentia expect. Continued and renewed success in this area will be much of the reason people will choose Placentia as a place to live, work and play in the future.

Examples of the benefits of an Economic Development Program may include, but are not limited to:

- Enabling the City to address quality of life issues, while keeping the general tax burden to its citizens as low as possible
- Enabling the City to better respond to the community's desire for quality of life infrastructure investment, including roads, parks, community centers, safety facilities, City buildings, etc.
- Creating new, permanent jobs and retaining existing jobs in the community
- Encouraging business-to-business transactions
- Retaining dollars that are currently spent outside the community. Placentia residents' economic investment will stay in Placentia
- Communicating the value of a sound and diversified economy to all of the residents of the City

For example, the City of Placentia's per capita sales tax generated is about \$102. This is the lowest per capita number in the area (with the exception of the City of Yorba Linda, a city designed as predominately residential and benefitting from substantially higher per unit property tax revenue, an enviable but rare circumstance). Surrounding cities per capita sales tax range from a low of about \$136, in Fullerton (benefitting from Cal State Fullerton and Fullerton Community College), to about \$180 in Anaheim, to about \$445 in Brea (benefitting from the Brea Mall). The difference between the cities is caused by many things (see above examples), that the City of Placentia cannot change (the City cannot move the Brea mall, for example), but one thing it can address is the desire and need for City residents to leave the City to purchase retail items or to have a meal in other Cities.

If the City of Placentia were to raise its per capita sales tax (by the prudent application of its new Economic Development plan) to the next highest adjacent city's level, \$136, it would mean another approximately \$1,700,000 per year in new revenue for use by the City Council and City Staff to provide increased levels of services to City residents.

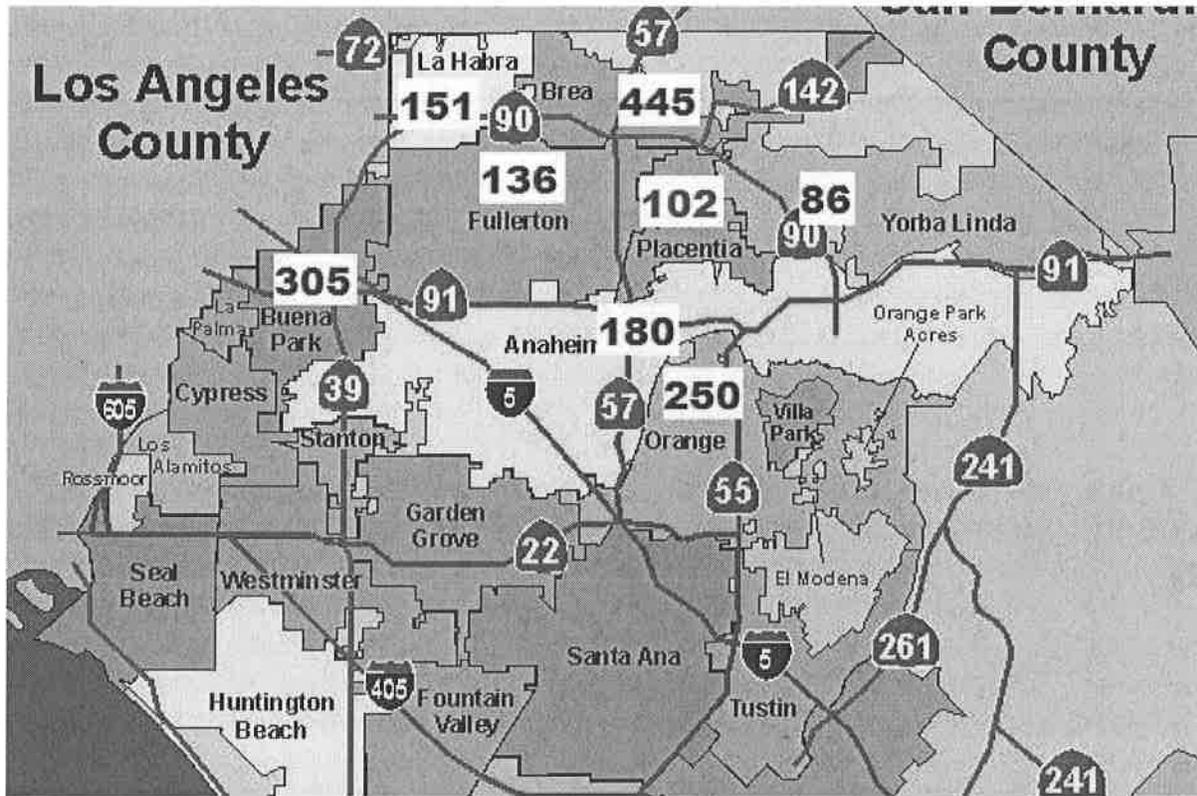
A fully attainable goal of reaching a per capita number similar to the City of Anaheim's \$180, would result in additional revenue to the City of approximately \$4,000,000.

These increases in revenue could be a "game changer" for the City of Placentia, allowing a more prudent budgeting process and a smoothing of financial challenges.

Conservatively, if only 50% of this goal is met, it still results in an additional \$850,000 to \$2,000,000 per year of new revenue.

It is important to acknowledge that City of Placentia residents are already spending this money, just not in the City. This goal does not represent an effort to motivate residents to spend more money (in absolute terms), just to spend it inside the City.

To accomplish this, the Economic Development Plan must create opportunities for residents to spend their money within the City limits. While it is unlikely the City can capture money being spent at the regional Mall in Brea, almost all other sources are attainable with the right amount of planning and incentives.



The City of Placentia's per capita sales tax is \$102

VISION AND MISSION

The City of Placentia's Economic Development Strategy should include a vision statement as well as a mission statement that can be stated (and memorized for repetition in personal marketing and recruitment by both the City Council, Economic Development Committee and Staff) clearly.

While the exact content is best developed by the City Council with the assistance of the Economic Development Committee, a suggestion is offered. The Vision for economic development in the City of Placentia is:

"A well balanced City where business complements and adds to the quality of life for all who live, work, shop and play in Placentia."

The Mission statement established to achieve this vision could be one of the following:

"Facilitate the growth, diversification and stability of the Placentia economy; create prosperous income, shopping and recreational opportunities for all residents of the City; expand the economy; and provide a sustainable future for Placentia."

To enhance the economic viability of our community, business, and residents through collaborate efforts and partnership with key economic driven organizations.

PHILOSOPHY AND PRINCIPLES

Some guiding principles and overall philosophy behind the City's goals could include the following:

The City of Placentia is committed to proactive economic development. Accordingly, the principles outlined below are the fundamental rules that will guide economic development in the City.

- Revenue (sales tax) producing businesses are vital to the quality of life of our residents by allowing the City to provide basic services.
- Economic Development efforts should focus on retaining and attracting quality, high income producing businesses and business services that will enhance Placentia's commercial and industrial areas.
- Economic Development efforts should protect and expand Placentia's General Fund revenue base.
- The City's Economic Development efforts should attract businesses that enhance the quality of life for Placentia's businesses and residents.
- Economic Development and Planning efforts should facilitate the conversion of non-income producing land/business properties into income producing ones where practical.
- Businesses should be treated with dignity and respect and be recognized as an important part of Placentia's community.
- The City, where appropriate and within the limitations of law, should provide incentives for quality business investment in terms of retention or attraction in targeted areas. These incentives could include, but are not limited to, general business information; site location assistance; technical assistance referrals; employment linkages; marketing and public information assistance; permit processing and problem solving; financing referrals; economic data and analysis, etc.
- There must be an active partnership between the City, the business community, business organizations such as the Placentia Area Chamber of Commerce, Placita Santa Fee Merchants Association and residential neighborhoods.

ECONOMIC DEVELOPMENT GOALS

The following are some general goals to establish and achieve the City's adopted vision and mission statement related to economic development.

- Promote a strong, diversified and sustainable local economy and enhance the quality of life in the community.
- Increase the City's sales tax revenue growth and tax base.
- Retain and enhance the existing businesses.
- Encourage and promote the development and enhancement of retail areas to achieve a vibrant shopping, dining and/or entertainment experience.
- Encourage active cooperation between the City and local businesses concerning economic development issues.

The following are additional reasons and explanation for Economic Development Goals:

1. Business Retention - businesses that feel appreciated will tend to stay in town.
2. Job Development - to provide better wages, benefits, and employment opportunities.
3. Increased Tax Base - additional revenue to support, maintain, and improve local services such as roads, parks, libraries, and emergency medical services.
4. Economic Diversification - helps expand the economy and reduces a community's vulnerability to a single business sector.
5. Productive Use of Property - property used for its "highest and best use" maximizes the productivity of that property.
6. Quality of Life - more local tax dollars and jobs raise the overall standard of living of the residents.

CITY-WIDE ECONOMIC DEVELOPMENT ACTIVITIES

Business development and assistance should remain a priority for the City of Placentia.

Staff should assess potential federal grant funds to seek opportunities to use them for business assistance programs. An immediate resource could be Community Development Block Grant (CDBG) allocations. Staff can research the ability to use CDBG funds in the future for façade improvements and business signage. Even though CDBG funds are restricted to targeted census tracts, these funds could likely be well used by struggling businesses in Placentia.

Staff should continue to look for new and creative activities as well as traditional economic development activities for Placentia such as:

- 1) underwriting investment cost and investment risk (i.e. infrastructure financing districts, tax abatement, low interest loans);
- 2) leveraging costs of amenities and infrastructure (construction of utilities, using rule 20a funds);
- 3) modifying regulations that are seen as burdensome to business.

The City could also continue to work with developers to not only bring in enhanced shopping, dining and entertainment opportunities, but also to create aesthetically pleasing developments that bring new jobs to the City. Assistance could also be used to not just attract, but also retain high paying jobs within the City.

It is critical that the City continue to assist and help maintain the business base that currently exists.

The City contracts with HdL Companies for property and sales tax analysis and information. Continued use of HdL data such as sales tax analysis, trends, economic drivers, emerging industries and new or expanding businesses will assist in the City's business attraction and retention efforts. Communicating federal and state legislative changes such as the California State Building Code to the business community will assist Placentia business owners to forecast expenses when considering tenant improvements and expansion plans. Consequently, notification of changes in business regulations and laws will help facilitate development in the City.

Additionally, the City should consider creating a Business Owners Seminar Series to provide assistance to existing and new startup businesses that are considering the City for location.

The City should consider creating an expanded "Shop Placentia" campaign for residents.

The City should consider creating or expanding partnerships with the Placentia Chamber, a Placita Santa Fe Merchants Association or Business Improvement District (BID) and a Workforce Development Partnership.

Finally, the City should monitor and support statewide economic development legislation that may evolve in a post-redevelopment environment.

The City should consider offering the following incentives and assistance programs to business owners, property owners and/or developers:

- Business Ombudsperson;
- Expedited Permit Processing;
- No Impact/Exaction Fees;
- Free Business Seminars;
- Assistance with Downtown Association Special Events;
- Sales Tax Sharing (considered on a case by case basis);
- Commercial Broker Meetings;
- Site Selection Assistance;
- Guide to Doing Business in Placentia (online handbook);
- Coordinated Project Review;
- Business License Facilitation;
- Business Outreach and Visitation.

In an environment of limited funding and reduced staffing levels, many of the aforementioned strategies can be implemented with a minimum of funding and staff time or with the assistance of appropriate consultants.

Business Attraction and Economic Diversification Strategies

- 1) Work with site selectors, real estate developers, state and local economic development agencies and other partners to attract new business and industry to Placentia properties through attendance at ICSC and other marketing events
- 2) Conduct regular contact with brokers representing vacant properties to assist with business attraction efforts
- 3) Meet with potential developers wanting to relocate or expand in the City
- 4) Continue to use HdL data to target new and expanding national businesses
- 5) Participate in a full range of economic development activities, including marketing and promotion, research, committee meetings and other efforts to attract new business and industry to Placentia
- 6) Provide updated demographic information on the City's website to assist with business attraction efforts
- 7) Continue to work towards becoming a more "business friendly" City

Business Retention, Expansion and Attraction Strategies

What is Business Retention?

"Business Retention" is the effort to retain existing businesses, which provide significant income, employment, and/or desired amenities to the Placentia community.

The ability to retain a business begins with the motivation of corporate management to stay within a city by expanding, contracting, or renewing their lease. If the local city does not have the appropriate space to respond to a business' changing needs, the business will not stay.

Other factors that may affect retention include the city's responsiveness to issues raised by the business, the extent to which relationships are established and maintained, and the ability of the city to continue to provide a safe, effective environment in which to do business.

What is Business Attraction?

"Business attraction" is the process of attracting desirable businesses into the city to lease or buy space in which to operate. A business attraction program is primarily a marketing effort to commercial brokers and potential businesses, although incentive programs for relocation may be possible through the City's Economic Development Committee.

Most cities recognize the importance of business attraction activities to expand their financial base and effectively compete with surrounding areas for large sales tax generating businesses. Generally, business attraction efforts involve "packaging" the city's assets, communicating those assets to its target audience, developing attractive financial assistance programs, and implementing a business friendly, relationship-driven process to get them located into the city quickly and easily. Specific ideas for business retention and attraction include:

- 1) Survey businesses to determine plans for changes or expansions
- 2) Initiate Executive Business Visits to HdL's "Top 100" non-national sales tax producers by the City Administrator, Director of Community Development/Assistant City Administrator, and Council (as calendars permit) to provide added assistance as these businesses may not have the same support as national tenants
- 3) Use HdL data to target existing businesses who may be positioned to expand within the City
- 4) Expand the active involvement in the Placentia Chamber of Commerce and other business groups
- 5) Participate with regional County Economic Development partners to assist and retain existing businesses
- 6) Maintain on-going open communication with businesses and meet with them on an on-going basis to discuss current operations, future needs, space requirements, etc.
- 7) Communicate the provisions of the City's Specific Plans to property owners and businesses
- 8) Encourage the purchase of local goods and services through a "Buy Placentia" policy for businesses (not to be confused with the "shop Placentia" goal targeted at resident shoppers)
- 9) Partner with the Placentia Chamber of Commerce and Placentia Downtown Merchant

Association to showcase, wherever possible, business success and expansion through City participation in ribbon cuttings and other business recognition programs.

10) Begin a business outreach and visitation program to ensure constant communication and feedback with the business community

11) Retain Placentia's Top 10 Income-Generating Businesses

12) Promote Placentia's uniqueness as a place to do business, by clearly and consistently communicating the benefits to existing businesses

Placentia's business attraction efforts should be targeted primarily towards businesses which have the following characteristics, in order of priority:

- Sales tax generating
- Property tax enhancement
- Other revenue enhancement (such as hotel in lieu tax, etc.)
- Will result in infrastructure improvement

As a second priority, attraction efforts should be directed at businesses that provide services and support to other, larger businesses, thereby expanding the amenities in existing commercial and industrial areas. Although they are not significant revenue producers themselves, the availability of support businesses (such as child care facilities, printers, restaurants, etc.) helps attract and retain revenue-generating businesses by making Placentia a more convenient place to operate. As an added benefit, many support businesses also make Placentia a more convenient place to live.

Attract general fund revenue-producing business into Placentia when space becomes available. Distribute the marketing packages to local brokers, developers, and target businesses and:

1. Expand relationships among commercial brokers outside of the North Orange County area
2. Consider offering financial assistance to potential target businesses on a case-by-case basis
3. Continue to streamline land use entitlement, permitting, and inspection processes for targeted businesses who express a desire to relocate to Placentia
4. Encourage retail and/or restaurant uses at key intersections in the City

The City should consistently send the message that businesses are essential for supporting the City's residential services and high quality of life. Additional steps should include the following:

- A. Develop a public relations campaign to promote the importance of Placentia businesses to the residential quality of life
- B. Continue to provide "in-service" training to City staff so they fully understand the need to present the City as business friendly
- C. Continue to review entitlement and permitting processes for opportunities to improve responsiveness to the business community
- D. Continue to coordinate business appreciation events
- E. Enhance annual State of the City luncheon so that it becomes a "must attend" event for the business community
- F. Provide outreach to integrate businesses and their employees into the Placentia community
- G. Increase public awareness of the City of Placentia
- H. Assemble key City staff to quickly respond to the needs of high priority businesses (known as "Strike Teams")

Coordination and Cooperation Strategies

- 1) Continue to support and promote the City's efforts to streamline and make the development review process more efficient
- 2) Serve as a knowledgeable and reliable source for local business assistance and development programs
- 3) Expand efforts to share information regarding the City's economic development programs and activities with community constituencies in order to develop a stronger community "buy-in" to the City's economic development program through the local media, City website, economic development newsletter as well as using partners such as the Placentia Chamber and Placentia Downtown Association
- 4) Leverage marketing and development opportunities through partnerships with local economic development organizations such as the Placentia Chamber, Placentia Downtown Association

- 5) Ensure current information is posted on the City's website such as upcoming business seminars and conferences, demographic information, etc.
- 6) Work closely with the Code Enforcement Division to ensure commercial properties are well-maintained
- 7) Support efforts in Placentia by other governmental agencies such as Caltrans for street improvements and off-ramps maintenance and for potential commuter line extension

ACTION TARGET AREAS

It is essential that the strategies identified to meet the goals outlined above, be clear, concise and measurable. In order to provide focus to the strategies outlined above, the following economic development target areas are established.

Downtown Placentia



Downtown has traditionally been the heart of the community, both from a business and cultural standpoint. While this focus has eroded for many residents over time, with the possibility of expanded commuter traffic from the rail expansion, along with the possible refocus and expansion of the Downtown are discussed later in this report, there is the opportunity to bring the focus back to the downtown area.

Following are specific strategies for the area:

- 1) Use bond proceeds under a future Infrastructure Development Bond (IDB) issuance to implement a Parking Management Plan including a parking structure and possible parking meters (Don't panic, just an idea for consideration offered in the interest of full disclosure of possible solutions), as well as to capitalize on the possible new train station. The impact of a parking meter program can be offset by a permit or offset program for business owners and employees.

- 2) Creation of or implementation of recommendations of the Downtown Specific Plan as development proposals are received.

- a. Parking
 - b. Streetscape Improvements
 - c. Security
- 3) Educate business community and developers on the zoning guidelines of the Downtown Specific Plan
 - 4) Continue to foster relationships with property owners, property managers and commercial leasing agents to assist with identifying new uses and filling vacancies
 - 5) Conduct regular contact with brokers representing vacant properties to assist with business attraction efforts
 - 6) Use Buxton's retail match list to identify potential businesses for the area
 - 7) Support the City Liaison to the Placentia Downtown Association
 - 8) Provide administrative services to the Placentia Downtown Association for annual re-approval of business improvement area and levy of assessments (when and if a BID is put in place)
 - 9) Assist with marketing the Downtown area to the greater Placentia area and region
 - 10) Assist with the processing of special events and coordinating logistics for special events (such as a Friday Farmers Market, Spring and Fall Antique Faires, Car Show, Dia de los Muertos Art and Music Festival, Halloween Capers, Holiday Sonata, Christmas Parade, and the Tamale Festival, etc.)
 - 11) Incorporate any identified capital improvements into the City's Capital Improvement Program to meet needed infrastructure requirements for future development (i.e. alleys, streets, and parking lots lighting upgrades, sewer upgrades, etc.)
 - 12) Continue business outreach and visitation to ensure constant communication and feedback with the business community
 - 13) Create a Workforce Development program to facilitate connecting employers to qualified Placentia residents who are looking for employment and to assist with items such as employee recruitment and training
 - 14) Minimize code violations through outreach and Code Enforcement

15) Work with the Downtown Association to research the viability of a BID staff position to aide with security, maintenance and business hospitality issues



East Chapman Placentia Plaza Shopping Center

Placentia Plaza, East Chapman



The Placentia Plaza shopping center on East Chapman is strategically located right off the 57 Freeway and on the way to the Historic Downtown area. Unfortunately, the center suffers from extreme age, outdated functionality and multiple owners. The retail uses mainly consist of low per square foot sales stores that effectively minimize the revenue benefit to the City as well as meeting few of the resident's needs. However, the site has many attributes that can be capitalized on with some flexibility on the part of the City. The property is perfect for a business assistance program (focused initially on a façade improvement program).



Auto Area/West side of the 57 FWY



As two of the City's consistent top 20 sales tax generators, the importance of the auto dealers cannot be overstated. These businesses consistently outperform most other City sales tax generators, on a per square foot basis and on a per unit basis (given a choice between two retail units of similar size, it is always best to choose the one with the highest sales).

The City should provide the maximum support possible to maintain these revenue sources. Other surrounding low unit sales properties should be considered for overlay zoning that would allow additional car sales. Recruitment efforts should focus



on high dollar per unit stores and high unit turnover dealerships, luxury cars and used car sales for example.

The appeal of attracting luxury (expensive per unit sales) is not just the higher dollars involved, but rather the smaller footprint of the store. This smaller footprint will make it much easier for the City to accommodate a new dealership given area site constraints. In addition, national chain used car dealerships have a much higher turnover than new car dealerships and thus make up in volume what they lack in price.

It should be noted that the question of open points for various auto brands is beyond the scope of this report and is not addressed.

An alternative to additional car sales (and cheaper for the City to incentivize and attract) are car repair shops. Here, we are speaking of high volume, insurance partnered business that can add substantial sales tax revenue to the City.

Yorba Linda Center

The shopping center on Yorba Linda and Rose represents a classic opportunity for the application of Redevelopment practice, in all its permutations. The property is underutilized and with a new design and denser development could generate significant new sales tax revenue for the City. However, Redevelopment has been eliminated by the State of California, and with it the tax increment that could fund a transition as noted above. This means that the City must look at a combination of financial tools, including: working with the existing property owner to invest in the reuse or to find a new investor who shares the City’s vision for the property. Private investment, together with appropriate incentives (Infrastructure Development bonds, sales tax sharing agreements, restaurant incentive programs) and other creative solutions could move this project forward.

Shopping Center, Yorba Linda and Rose



Shopping Centers at Orangethorpe and Lakeview, Imperial and Rose, and the Placentia Town Center Shopping Center

These three shopping centers are newer, well placed and generally well maintained. The City's main focus here should be to maintain high dollar per square foot retail uses and to create and maintain positive working relationships with the owners and tenants. As the properties age, the City should stay ahead of the erosion of sales by proactively partnering with the ownerships to keep the centers current and desirable locations to shop.

Placentia Town Center Shopping Center



Orangethorpe and Lakeview



Imperial And Rose (West & East)



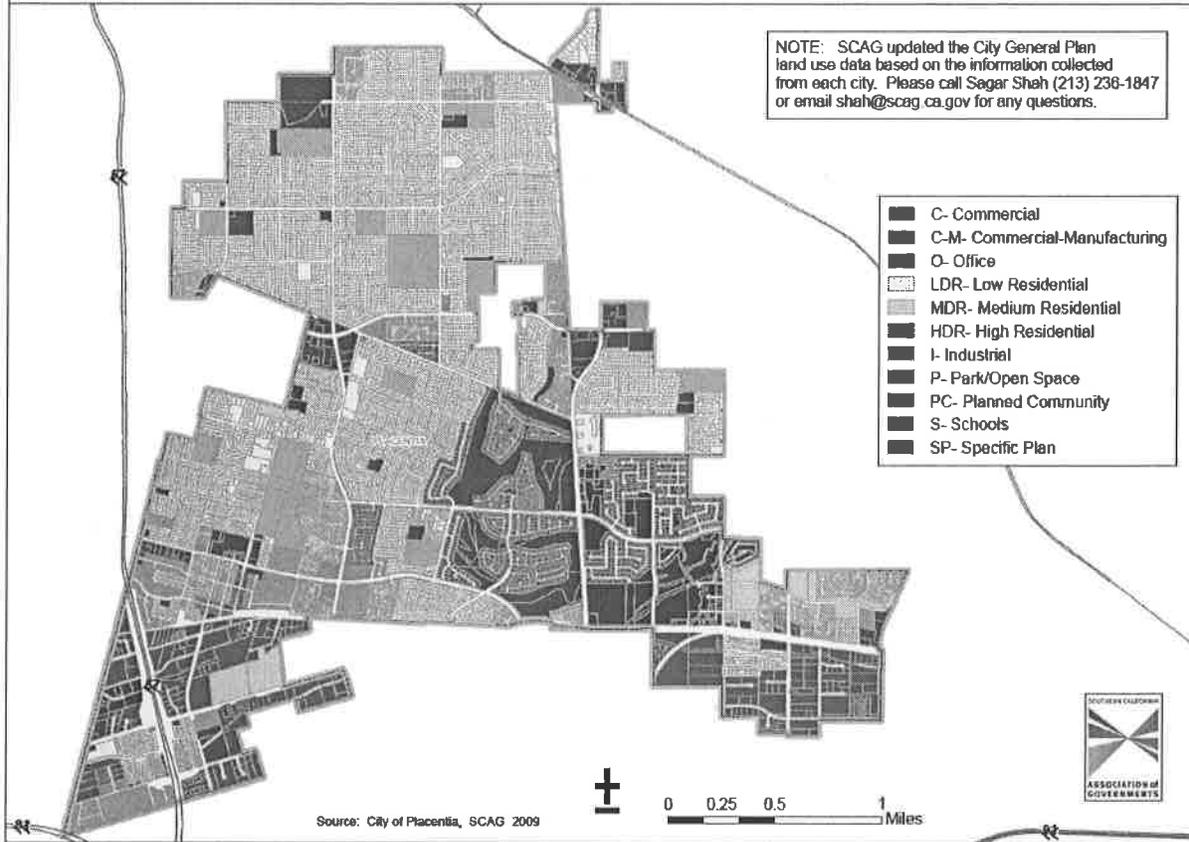
City Wide Economic Development Strategies

In evaluating the City as a whole, consideration should be given to the following “planning” concepts:

1. Create an overlay zoning plan for the South West corner of the City to facilitate expansion of existing or recruitment of new auto dealerships, including used car dealerships (large national chains), as a priority and to generally allow the gradual change to retail and restaurant uses and away from low unit sales and low job per parcel business.
2. Create an overlay zoning plan for the South East corner of the City to facilitate the gradual change to retail and restaurant uses and away from low unit sales and low job per parcel business.
3. Create an overlay zoning plan for the residential area between the 57 Freeway and the Downtown area that would allow, gradually over time, a transition to retail and denser mixed use type development. While challenging, this would allow the Downtown area to reach a critical mass of sustainability, while creating a draw from the busy 57 Freeway corridor into the City. In addition, it would create higher end, dense residential and office uses that would invigorate the Downtown area.
4. Consider highly focused and targeted zoning changes, specific plans or overlay zones to facilitate development of the few infill opportunities within the city.
5. Treat every re-use, infill, expansion and development project as an economic development opportunity to increase sales tax revenue.
6. Implement a rigorous, consistent financial analysis process to evaluate ALL projects from a revenue standpoint before even considering the traditional planning process.
7. When a solid financial performer is recruited, apply a flexible and creative planning process to maximize the success of the project.
8. Establish a restaurant incentive program (focused on national, sit-down chains).
9. Within the limits of the law and consistent with City policy, actively discourage low per unit performers and non-retail (i.e.: “office uses” that generate no sales tax revenue), especially in retail/commercial areas.

General Plan Land Use in City of Placentia

NOTE: SCAG updated the City General Plan land use data based on the information collected from each city. Please call Sagar Shah (213) 236-1847 or email shah@scag.ca.gov for any questions.



Strategies for supporting Manufacturing:

- 1) Continue to study the manufacturing area on the west side of Placentia, creating a special economic development district focused on supporting existing manufacturing businesses and attracting new business with incentives to hire Placentia residents, and encourage job creating businesses to locate in the District.
- 2) Encourage manufacturing businesses to participate in the Small Manufacturers Advantage Program.
- 3) Meet with the property owners on the west side of Placentia to assess their current and future needs as the area redevelops.

Strategies for encouraging Housing

- 1) Encourage the creation of denser housing (40+ ua) within the existing non-residential areas of the Placentia General Plan as long as it is accompanied by retail.
- 2) Encourage the development of housing within the Downtown Placentia Specific Plan Area, as long as it is accompanied by appropriate retail (mixed use).
- 3) Encourage the rehabilitation and preservation of older housing stock in Placentia.
- 4) Self sufficiency and no general fund impact.

Strategies for Workforce Development

- 1) Maintain relationships and communication with the (to be created) Workforce Development Center, Fullerton, Santa Ana and Santiago Canyon Colleges, Cal State Fullerton and for-profit universities. Placentia High School District and programs such as the Regional Occupation Program (ROP).
- 2) Refer businesses to County, State and Federal employment programs such as the Welfare-to-Work Program, California Employment & Training Panel, and Federal On-the-Job Training Programs.
- 3) Encourage collaboration between the business community and educational partners for satellite classrooms in commercial areas or other similar opportunities for the mutual benefit of workers and business owners.
- 4) Encourage the business community to offer internships, career development courses, and skills enhancement workshops.

Conclusion and Next Steps

In conclusion, recognizing the critical role that economic development must play in helping the City of Placentia continue to maintain and enhance the quality of life that the residents expect, the main measurement that will demonstrate success is increased revenue.

Next steps should include the following items:

1. Finalize draft with staff input.
2. Present plan to Council and Economic Development Committee.
3. Begin implementation with existing staff or contractor.

In addition to the many ideas suggested within this report, following below are 33 actions (divided into specific and general objectives) that should be completed or begun immediately.

SPECIFIC OBJECTIVES FOR FISCAL YEAR 2014-2015

1. Produce and distribute Fall/Winter edition of the *Growing Placentia* as a printed, paper, and mailed newsletter.
2. Produce and distribute Fall/Winter edition of the *Growing Placentia* as an electronic newsletter.
3. Attend League of California Cities Economic Development Conference.
4. Attend ICSC Western Division Conference in San Diego in September, 2014.
5. Attend ICSC Conference in Las Vegas in May, 2014.
6. Run "Shop Placentia" ads in conjunction with the holiday shopping season (Thanksgiving weekend and Christmas)
7. Produce and distribute Spring/Summer edition of the *Growing Placentia* as an electronic newsletter
8. Revise and update the Economic Development Plan by July 1, 2014

General Objectives for Fiscal year 2014-2015

1. Update demographics information on the City's website.
2. Investigate allowing cell sites on City property (including City Parks), if not already done.
3. Host a "Breakfast with the City" meeting
4. Conduct business outreach and visitations (at least the top 20 sales tax producers, per HDL).
5. Coordinate a minimum of two business assistance seminars.
6. Investigate allowing Billboards along the City right of way along the 57 Freeway (we understand that there has already been some preliminary work on this issue).
7. Explore re-using City property for retail generation (if possible and not already explored).
8. Explore the sale-leaseback of City property (not recommended unless all other options have been exhausted).

9. Consider a self-funded City owned parking structure or surface lot (funded with bond proceeds, using parking fees as collateral).
10. Incentivize new development with proximity to the possible new train station.
11. Create a restaurant incentive program.
12. Create a "Downtown area" lot consolidation program.
13. Create a City-wide lot consolidation program.
14. Create a "Downtown area" housing rehab program.
15. Create a "Downtown area" business improvement program.
16. Create a "Downtown area" business façade program.
17. Create a City-wide business façade program.
18. Create a targeted retail incentive program.
19. Acquire options for specific properties to allow targeted retail negotiations.
20. Create various overlay zoning areas as specified in this report.
21. Create targeted overlay zoning areas in the "auto" area and industrial areas.
22. Create voter approved Measure "X" to allow tax of non-retail uses occupying retail properties (not recommended until all other options are executed).
23. Use zoning and planning process to protect all retail property.
24. Allow greater densities (up to 40 units to the acre) to facilitate mixed use development.
25. Focus on high per square foot sale retail uses.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: INTERIM ASSISTANT CITY ADMINISTRATOR

DATE: MARCH 18, 2014

SUBJECT: **CONSIDERATION OF DEVELOPMENT APPLICATIONS FOR THE SCHANER RANCH PROJECT LOCATED AT 1128 KRAEMER BOULEVARD**

FISCAL
IMPACT: REVENUE: \$676,800+ (PUBLIC BENEFITS)

SUMMARY:

HQT Placentia, LLC (Applicant) is requesting approvals to allow the development of a residential neighborhood comprised of 78 single-family detached homes and common area open space (the Project) on a 7.82 acre site located at 1128 Kraemer Boulevard. The site currently has a General Plan designation of Low Density Residential and a Low Density Single-Family Residential (R-1) zoning designation. The actions for consideration include approval of a Mitigated Negative Declaration and Mitigation Monitoring & Reporting Program, a General Plan Amendment changing the site from Low Density Residential to Medium Density Residential; a Zoning Code Amendment creating Specific Plan 10, a Zone Change rezoning the site as Specific Plan 10, a Vesting Tentative Tract Map, and a Development Agreement (collectively, the Application).

RECOMMENDATION:

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

1. Open the hearing, receive public testimony, close public hearing;
2. Approve, by minute action, Mitigated Negative Declaration MND-2014-01 and the associated Mitigation Monitoring Reporting Program; and
3. Adopt Resolution No. R-2014-___, A Resolution of the City Council of the City of Placentia, California, Adopting a General Plan Amendment Pertaining to that Certain Real Property More Particularly Described Herein and Modifying the Designation Hereof from Low Density Residential to Medium Density Residential; and
4. Waive full reading, reading by title only, and introduce for first reading, Ordinance O-2014-___, An Ordinance of the City Council of the City of Placentia, California, Amending Title 23 (Zoning Ordinance) of the Placentia Municipal Code Adding a New Chapter 23.110 Establishing Regulations Pertaining to the Specific Plan 10 Zone; and
5. Waive full reading, reading by title only, and introduce for first reading, Ordinance O-2014-___, An Ordinance of the City Council of the City of Placentia, California, Amending the Official

2.a.
March 18, 2014

Zoning Map of the City of Placentia By The Designation of that Certain Parcel of Real Property More Particularly Described Herein Form R-1 Single Family Residential District to Specific Plan 10; and

6. Adopt a Resolution of the City Council of the City of Placentia Approving a Vesting Tentative Map and Adopting a Mitigated Negative Declaration (NMD-2014-01) Pertaining to Property Located on a 7.82-Acres Site at 1128 Kraemer Boulevard by HQT Placentia LLC; and
7. Waive full reading, reading by title only, and introduce for first reading, Ordinance O-2014-___, An Ordinance of the Council of the City of Placentia Approving that Document Entitlement "Development Agreement No. 2013-01 Concerning That Certain Real Property Located East of Kraemer Boulevard and South of Morse Avenue, Placentia, California" and Authorizing the Mayor and City Clerk to Execute the Same on Behalf of the City of Placentia.

DISCUSSION:

The applicant, HQT Placentia, LLC (Applicant) is requesting approvals to allow the development of a residential neighborhood comprised of 78 single family detached homes and common area open space (the Project) on a 7.82 acre site located at 1128 Kraemer Boulevard. The site currently has a General Plan designation of Low Density Residential and a Low Density Single-Family Residential (R-1) zoning designation.

The Site consists of multiple parcels and is essentially rectangular in shape. The Site is primarily a vacant lot that was previously used for farming and over the years has become a junkyard including abandoned vehicles, equipment, dilapidated out-buildings, and a +/- 1,500 square foot vacant, two-story single-family structure. The existing house and the dilapidated out-buildings will be demolished as part of the Project. All vehicles and equipment will be removed.

Project Chronology:

In Fall 2011, the Applicant met with City Councilmembers and neighbors to review a proposed mixed-use project with 122 dwelling units and 2,900 square feet of commercial for the Site. Based on feedback from the City Council, the Applicant revised the plan down to the 112 unit residential subdivision and 5,004 square feet of commercial space.

In late 2012, the Applicant submitted plans to develop a mixed use project consisting of a 112-unit residential subdivision and 5,004 square feet of commercial space.

On January 8, 2013, a Study Session was conducted before the Planning Commission for the proposed residential/commercial project. Subsequently, neighbors residing east and south of the proposed Project presented the Applicant with a list of issues, including:

1. The residential density proposed is too high. Retain the R-1 zoning.
2. The Project should include building setbacks that are at least 20 feet from existing residential property lines.
3. Windows in new homes should be strategically placed to protect privacy.

4. The existing perimeter block wall (back wall of existing homes) should be fully rebuilt to a height of 8 feet.
5. A minimum of 3 parking spaces per unit (including garages) should be provided to ensure ample parking.
6. Traffic controls should be installed to assist current and new residents to easily and safely enter their neighborhoods. The specific suggestion was a three way signal at Newcastle and Kraemer.
7. School crossings on Morse are needed to ensure the safety of pedestrians, particularly school children.
8. The Project should not include a convenience store that would operate extended hours or have a high volume of traffic.

As a result of these concerns, the Applicant and neighborhood representatives met over several months to more fully understand issues and seek an approach for the project which would be acceptable to all parties.

In November 2013, the Applicant submitted revised applications for a 78-unit single-family development, deleting the previously proposed commercial square footage and reducing the residential unit count by 34 (a 30% reduction). The Project's density was reduced from 14 units/acre to 9.97 units/acre, the units all became single-family detached homes with driveways, the back yard setbacks were increased from 10 feet to 20 feet on the east and south side of the Project Site, and additional guest parking was incorporated into the plan.

In early December 2013, the Project plans were distributed to the various reviewing Departments to establish comments and conditions of approval.

On January 7, 2014, a meeting was held at City Hall with the City Administrator, Police Chief, City Planning Staff, the Applicant, and three neighboring residents (Casterline, Summerville, and Gardner). Three primary issues were discussed and where, possible, resolution was provided. The two resolved issues from that meeting are summarized below.

- Traffic on Kraemer
 - City agreed to do a traffic analysis post-Project completion to reassess whether or not a signal was warranted at the Project entrance
 - City agreed to collect a fair share deposit from the Applicant to pay for a traffic signal, if it is determined to meet warrants
 - If feasible, City will add a "Do Not Block" marking on Kraemer for Fairway and Newcastle
- Pedestrian safety
 - City agreed to increased Police Department enforcement on Morse (use of a speed trailer, etc)
 - City agreed to install signage on Morse "For Local Traffic Only"
 - City agreed to investigate the feasibility of a loading/unloading zone on Morse
 - City will seek opportunities for a Safe Route to School grant for additional improvements

The third issue identified by the residents attending concerned parking adequacy. This issue is discussed in more detail in the Project summary.

On January 14, 2014 a study session was conducted with the Planning Commission to introduce the 78 unit proposal and to allow the Applicant to speak on Project amenities, Project design, and to provide an update on the community engagement activities and outreach. At the study session staff went over the Project, Project history, and concerns raised by residents. Staff also discussed the general Project elements and the required entitlements. The Applicant provided a presentation and added more detail about the Project approach and design.

On January 23, 2014, a Notice of Public Hearing was sent to the Placentia News Times that the proposed Project and related applications and environmental determination would be considered by the Placentia Planning Commission. On January 27, the City mailed out notices to residents within 300 feet of the subject site announcing the public hearing for the proposed Project.

On January 31, 2014, the Notice of Public Hearing was published in the Placentia News Times. The published notice was the same notice that was mailed to the residents announcing that the Planning Commission would be holding a public hearing on February 25, 2014. The notice also established the 20-day review period for the Mitigated Negative Declaration (MND) for the proposed Project and stated that the MND was available at the Planning Counter for public review from January 31, 2014 to February 19, 2014.

On January 31, 2014, a Notice of Intent to adopt a Negative Declaration was filed with the Orange County Recorder's office.

On February 14, 2014, a second notice was published in the Placentia News Times and notices were again mailed to the residents within 300 feet announcing that the Planning Commission would hold a public hearing on February 25, 2014. The notice reiterated that the MND was available for review and identified the applications for the proposed Project. No comments on the MND were received by the City by the February 19, 2014 date.

On February 25, 2014, the Planning Commission held a public hearing to consider the proposed Project. Seven residents provided comments on the Project, with comments both in support of the project and comments requesting additional project modifications (reduced density, increased on-site parking, CC&R provisions regarding use of garages for parking, Project fence height, assurance that staff approvals of "minor modifications" would be limited). After consideration, the Planning Commission unanimously recommended approval of the Project applications as presented.

Since the Planning Commission meeting, staff has continued to work with the Applicant to address, where feasible, concerns raised at the Planning Commission. As a result, the Conditions of Approval presented for consideration by the City Council are updated from the Conditions reviewed by the Planning Commission. The changes made will be highlighted in the review of the Project which follows.

Subject Site and Surrounding Land Uses:

	Existing Land Use	Land Use Element General Plan Designation	Zoning Map Designation
Site (Existing)	Existing vacant lot w/single family residence	Low Density Residential	R-1
Site (Proposed)	Demolish existing single family residence and construct 78 units and related on/off site improvements	Medium Density Residential	Specific Plan 10
North	Single-Family Residential	Low Density Residential	R-1
South	Single-Family Residential	Low Density Residential	R-1
East	Single-Family Residential	Low Density Residential	R-1
West	Single-Family and Medium Residential	Low and Medium Density Residential	R-1 and R-G

Review of Current Application:

The Applicant proposes to construct 78 single family detached homes within a gated subdivision with private streets, a linear park at the northwest portion of the site, and a natural park/water-quality planter box located at the southwestern end of the site. All units will be two stories and multiple floor plans will be offered. A total of 332 parking spaces will be provided with the proposed Project. The residential community will have a homeowner's association and recorded CC&R's.

In addition to these improvements, the Applicant agrees to dedicate land for the widening of Kraemer Boulevard and to install a sidewalk, curb and gutter, and related street improvements along this frontage. The Applicant will also improve the east side of Angelina from the Project boundary to Morse.

Four floor plans are proposed for the single-family detached homes. A summary of the unit plans is as follows:

Plan	Type	Home Size	No. of units
Plan 1	3-Bed/2.5 BA	2,084 sq. ft	16
Plan 2	3 Bed/Loft/3 BA	2,134 sq. ft.	21
Plan 3	4 Bed/Loft/3 BA	2,269 sq. ft.	26
Plan 4	4 bed/loft/4.5 BA	2,786 sq. ft.	15
			Total: 78

All the homes will have an enclosed two-car garage. The community CC&R's will include a provision requiring that residents maintain their garages for resident parking. In addition, all units will be developed with a driveway that will accommodate two parking spaces for use by the homeowner as guest parking. In all plans, the units are two stories, with the garage and general living area (kitchen,

dining, and living room) on the first floor and the sleeping area on the first and/or second floors. The proposed architecture style for the homes will be a Monterey-Spanish.

Exhibit B of the proposed Development Agreement provides the following Project information:

- Vesting Tentative Map
- Development plans, including site plan, street scenes/perspectives, elevations, unit plans, color scheme, and color/material boards

Conditions of Approval and Special Development Requirements have been developed for the Project and are provided as Exhibit C of the Development Agreement.

An administrative issue was raised at the Planning Commission concerning Condition #6, a standard condition of the City, which allows minor modifications to be approved by the Director of Development Services. Concern was raised that the condition was too broad and did not provide adequate parameters to guide the Director as to what could be approved. In response, staff proposes that Condition #6 be modified to add expanded definition of when a minor modification can be considered and to identify the types of minor modifications which could not be approved administratively. In addition, the updated condition includes language, which ensures that the residential plan identified for the lots abutting existing homes (Lots 27-41) cannot be changed and that the number of bedroom windows cannot increase.

Density

The proposed General Plan Amendment changes the Site designation from Low Density Residential, with a maximum density of six dwelling units/acre, to Medium Density Residential, with a maximum density of fifteen dwelling units/acre. Specific Plan 10, which is proposed to be added to the Zoning Code and applied to this site, establishes a maximum density of ten units/acre for the Site. As designed and approved, the Project itself has a density to 9.97 dwelling units/acre. The Project involves the demolition of one housing unit and the construction of 78 residential units. There will be a net housing gain of 77 units.

Architecture and Community Wall

The proposed homes have been designed with Monterey-Spanish architectural style. The features of this style include tile roofs, window plant-on treatments, and covered porches. The majority of the walls will have a stucco finish and the rear facades of the structures along Kraemer Boulevard will be enhanced with window casings to provide a visual upgrade from Kraemer Boulevard.

The proposed Project will include installation of a wall around the Project perimeter. Concern was raised at the Planning Commission regarding certainty that the Applicant demolish existing neighbor walls, install an eight (8) foot wall as measured from the Project side, and repair any damage to landscape or hardscape caused by the work. To address this issue, Condition #25 has been added. Condition #25 requires that the 8 foot wall be constructed unless a majority of homeowners desire that the wall be shorter. In no event would the wall be less than six (6) feet. The condition is written to allow for the height decision to be made separately for three segments of the wall – the entrance wall, the southern wall, and the eastern wall.

Access, Interior Circulation, and Parking

The proposed Project will have one vehicular access point at the southwest portion of the site, coming off from Kraemer Boulevard. The single vehicle access was reviewed by staff and the Orange County Fire Authority (OCFA). Condition #37 has been corrected at the request of the City Engineer to accurately reflect the project entrance. OCFA reviewed the development plans under Guideline B-09 of the OCFA Fire Master Plans for Commercial and Residential Development. Based on the review, OCFA established Site Development Requirements and determined that the proposed Project did not require a secondary vehicle access. The OCFA guidelines state that a minimum of two vehicle access points is required for any development containing 150 or more residential units. The proposed 78 unit Project falls 72 units below the 150 unit threshold that would require a secondary vehicle access.

As previously noted the proposed Project will be a gated community and will have interior private streets, owned and maintained by the Home Owners Association (HOA). The interior streets will be 24 and 28 feet in width from curb to curb and will have a four foot wide sidewalk on one side of the street throughout the Project. The primary street will provide a loop for the interior of the Project providing a free flowing circulation pattern minimizing the need for any backing up of emergency and service vehicles. The Project exceeds the minimum street width required by the OCFA of 20 feet. The interior street corners will meet or exceed the minimum outside turning radius of 38 feet and an inside turning radius of 17 feet as required by the OCFA Fire Master Plans for Commercial & Residential Development.

The guest parking standard established by Specific Plan 10 is .25 guest parking spaces per unit, which exceeds the code requirement for guest parking in the R-1 and R-2 districts. The Project meets this requirement by providing twenty guest parking spaces on the private streets in designated areas. In addition, another 156 parking spaces will be provided on driveways for a total of 176 guest parking spaces for the Project. No parking is allowed along Kraemer Boulevard.

In response to concerns raised at the Planning Commission, Condition of Approval #26 has been enhanced to require that the community CC&Rs include a provision requiring that garages must be used for vehicle parking and that driveways can only be used once the garages are used.

Traffic Generation

As part of the review of the proposed Project, the City commissioned a Focused Traffic Study that was performed by KOA Corporation which is included in the Mitigated Negative Declaration. The Focused Traffic Study looked at the trip generation, distribution analysis, level of service and queuing analysis at targeted Project intersections and driveways, and an access circulation analysis. The traffic estimated to be generated from the proposed Project is 743 trips/day, with 59 trips during the AM peak hour and 78 trips during the PM peak hour. The Focused Traffic Study looked at five study intersections:

- Kraemer Boulevard at Yorba Linda Boulevard
- Kraemer Boulevard at Morse Avenue
- Kraemer Boulevard at Newcastle Drive
- Kraemer Boulevard at Madison Avenue
- Morse Avenue at Angelina

The targeted intersections were evaluated to determine what impact, if any, would result from the proposed Project relative to the Level of Service (LOS) at each studied intersection. The degree of congestion at an intersection is described by the LOS, which ranges from a LOS A to a LOS F, with LOS A representing free-flow conditions with little delay and LOS F representing over saturated traffic flow throughout peak hour. The Focused Study also looked at Project trip generation alternatives.

Based on the Focused Traffic Study, the LOS at each intersection under the alternatives was maintained at an acceptable LOS of B and C with the exception of the intersection at the Project entrance. The LOS at the Project entrance was at a LOS F mainly due to the left hand turns that would be made by vehicles leaving the site during peak hours.

The Focused Traffic Study looked at options to improve the LOS F, which included the installation of a traffic signal at the Project entrance and limiting and/or restricting left turn movement for vehicles leaving the site. Based upon the analysis, a traffic signal at the Project entrance did not meet the warrants to justify the installation. Although a traffic signal is not warranted, the City will require in the Development Agreement that the Applicant post a bond for 50% of the cost for a new signal. Upon Project completion and occupancy of the proposed Project, a new traffic analysis will be performed at the Project entrance and if a signal is warranted, the signal will be installed.

The recommended option to raise the LOS F to an acceptable LOS at the Project entrance is to physically restrict left turn egress from the Project Site and only allow right turns. The trip distribution analysis indicated that there would be sufficient queuing at the Kraemer Boulevard and Morse Avenue intersection to accommodate U-turns for right turn movement leaving the Project site that seek to go south bound on Kraemer Boulevard. The no-left restriction from the Project Site would include the installation of a raised median (pork-chop) on Kraemer Boulevard at the Project entrance that will be mountable by emergency vehicles.

In addition, the Applicant will be required to widen Kraemer Boulevard to its full width and complete all the street improvements per Orange County/City of Placentia Major Arterial Roadway standards. The current traffic volume plus traffic generated by the proposed Project can be accommodated by the divided roadway, which is the current configuration of Kraemer Boulevard along the Project Site.

Landscaping:

The Project is providing approximately 20,179 sq. ft. of landscaping in the HOA maintained common areas. Approximately 14,241 sq. ft. of the total will be located in the northwest portion of the site in an active recreation area which will include trees and shrubs, a bocce ball court, half court basketball court, picnic tables tot lot, etc. A 5,938 square foot landscape area will be located in the southwestern portion of the site adjacent to the site entrance and will also serve as a water quality filtration feature. In addition, there will be an HOA-maintained planted landscaping strip located between the back of sidewalk and the 6' high masonry wall along Kraemer Boulevard.

A minimum of one tree will be planted within the front yard setback of every lot and a minimum of ten trees will be planted in the common areas. The Project will have two Project entry/identification signs that will be recessed and stepped back along Kraemer Boulevard at the driveway entrance to

allow and provide for vehicular sight-lines. The final landscape plans will be reviewed and approved by the City.

Proposed Discretionary Actions:

General Plan Amendment

The existing General Plan land use designation for the property is Low Density Residential which allows for the maximum development 6 dwelling units/acre. The existing General Plan would allow the development of 47 homes on the Site. The Applicant is proposing to change the General Plan designation to the next residential designation in the City's existing General Plan which is Medium Density Residential, allowing for the maximum development of 15 dwelling units/acre. Although the Medium Density Residential designation allows for the development of up to 15 dwelling units/acre, the applicant is proposing to develop the proposed Project at a density of 9.97 units/acre and a maximum density of 10 units/acre will be established at zoning for the Site through Specific Plan 10.

Zoning Code Amendment adding Specific Plan 10 and Zone Change

Currently the Site is zoned R-1 (Single-Family), which allows for the development of single-family units at the General Plan density of 6 units/acre. The Applicant is proposing to define development standards in a new zoning district, Specific Plan 10, and to rezone the Site to the new district. The Specific Plan 10 zone, provided as Exhibit 4, would be a new Chapter (23.110, Specific Plan 10) in the Placentia Municipal Code. The uses proposed for Specific Plan 10 are the same as those uses allowed in the R-1 zoning district. The Specific Plan 10 development standards are summarized as follows:

	R-1 Standards	Specific Plan 10 Standards	Proposed Project
Density	6 dwelling units/acre	10 dwelling units/acre	9.97 dwelling units/acre
Lot Size	7,000 sq. ft. Min	2,600 sq. ft. Min. 3,900 sq. ft. Min. on easterly edge of Tract	2,866 square feet Min. 3,968 square feet on easterly edge of Tract
Lot Width Lot Depth	70 Feet 100 Feet	40 Feet 65 Feet	43 feet 67 feet
Height	30 Feet Max	30 Feet Max	28 Feet
Lot Coverage	50%	50%	48%

Building Setbacks:			
Front Yard- Garage	20 feet	18 feet	18 feet
Living		5 feet	5 feet
Side Yard	6-10 feet	4 feet	4 feet
Rear Yard	20 feet	10 feet; 20 feet for easterly and southern portion of tract	10 feet; 20 feet for easterly and southern portion of tract
Parking:			
Garage	2 spaces	2 spaces	2 spaces
Driveway	Not addressed	2 spaces	2 spaces
Guest	Not addressed	.25 spaces/unit	.25 paces/unit

The addition of the Specific Plan 10 zoning district and the designation of that district for the Site allows the development standards in place at the inception of the Project to regulate activity over the life of the Project, as residents consider back yard improvements, room additions, and other improvements.

As noted in the Chronology, on-site parking for the neighborhood has been a topic of concern for some adjacent residents. As shown above, the Project is required to provide guest parking at .25 spaces per dwelling unit or 20 spaces. In addition, each home will have two enclosed parking spaces which will be required in the community CC&Rs to be used exclusively for vehicle parking. Two additional spaces are provided for each home on their driveway. Based upon staff review, the parking standards in Specific Plan 10 are adequate to meet neighborhood needs.

Vesting Tentative Map

The applicant is proposing to subdivide the Site to sell individual lots to future homeowners. Accordingly, the applicant has requested a Vesting Tentative Map to subdivide the site, creating 78 lots for individual ownership, two lots for common area open space, and one lot for the common area private streets. The lots for the proposed homes will range from 2,866 square feet to 6,666 square feet. The subdivision will allow the applicant to sell the individual lots that will be developed with the units and maintain the common area parcels that will be owned by the HOA. The Project will be required to submit Conditions, Covenants, and Restrictions (CC&R's) that will be reviewed and approved by the City to ensure the long term maintenance of the Project. In addition, the approval of the Vesting Tentative Tract Map includes the vacation of a portion of unimproved Angelina Drive that will become the linear park for the Project.

Pursuant to Section 22.76.080 (b) of the Placentia Municipal Code, the Applicant is requesting approval from the City Council for issuance of grading and building permits for construction before recordation of the final map pursuant to Section 66464 of the Government Code, as amended. Developers make such a request on occasion in an effort to move forward with a project during the map recordation process through the County. Developers under this scenario know that there is a

risk associated with the permits being issued prior to the map being recorded as items relative to the map may change or require correction by the County thereby requiring the issued permit(s) to be voided and corrections addressed. The Applicant acknowledges this risk and agrees that any costs resulting from proceeding are solely theirs. The City Council may grant approval when it is satisfied that all conditions of the final map have been fulfilled. Should the Council approve the request, staff will work with the Applicant to ensure that all conditions are met and that all documents required are executed by the Applicant prior to the issuance of any permits.

Development Agreement

A development agreement is a contract between a municipality and property owner wherein the property owner is provided substantial assurance by the City that existing policies, rules and regulations will remain in effect through the Project's completion and the property owner agrees to abide by a defined set of conditions regulating the use of the site and to provide public benefits.

Development Agreement No. 2013-01 (DA 2013-01) reflects the Project as proposed, and commits that the Applicant can proceed with the development as approved for a period of ten years. In exchange, the Applicant agrees to develop the Project to all standards described and undertake all required on- and off-site improvements. The Applicant further agrees to guarantee the following public benefits:

- Contribution of \$267,306 as a public safety mitigation fee
- Agreement to approve incorporation of the Project into Community Facilities District 2014-01 which will impose a special tax on each home to pay for Police and Fire protection
- Post a bond in the amount of \$125,000 representing the Applicant's fair share of the cost of a traffic signal on Kraemer, should one be warranted upon Project completion
- Contribution of \$409,500 as a low-moderate housing mitigation fee
- Contribution of \$291,720 as a park in-lieu fee, less credit for on-site improvements as allowed by Chapter 5.28 of the Placentia Municipal Code

CEQA:

As described in the attached Initial Study/Mitigated Negative Declaration, in accordance with the California Environmental Quality Act (California Public Resources Code §§ 21000-21177) and pursuant to §15063 of the California Code of Regulations, the City of Placentia, acting in the capacity of Lead Agency, is required to undertake the preparation of an Initial Study to determine if the proposed Project would have a significant environmental impact.

An Initial Study was prepared by Tierra West Advisors and it was concluded that a Mitigated Negative Declaration would be prepared. A Mitigated Negative Declaration was prepared by Blodgett/Baylosis Associates. The Mitigated Negative Declaration identified twenty-six (26) Mitigation Measures. The Mitigation Measures were established to make any potential impact less than significant with the identified mitigation measures. Mitigation Measures were established for Aesthetics, Air Quality, Biological Resources, Cultural Resources, Hazards and Hazardous Materials, Hydrology and Water Quality, Noise, Public Services, Transportation, and Utilities. The MND and Mitigation Monitoring and Reporting Program are provided as Attachments 1 and 2.

The City of Placentia prepared a Notice of Intent to adopt a Mitigated Negative Declaration which was filed with the Orange County Recorder to establish the review period of January 31 through February 19, 2014. No comments were received during the review period. If approved by the City Council, a Notice of Determination will be filed with the Orange County Clerk/Recorder within five days as required by law, after the second reading of the proposed ordinances.

FISCAL IMPACT:

The City will receive development fees and payments as part of the Applicant obligations under the Development Agreement as detailed above. Ongoing public safety costs will be covered through the Project's inclusion in the Community Facilities District.

Prepared by:

Reviewed and approved:

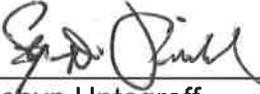
for 

Louis Morales
Contract Planner



Troy L. Butzlaff, ICMA-CIM
City Administrator

Reviewed and approved:


for _____
Robyn Uptegraff
Interim Assistant City Administrator

Attachments:

1. Attachment 1: Mitigated Negative Declaration MND-2014-01
2. Attachment 2: Mitigation Monitoring and Reporting Program
3. Attachment 3: Resolution Adopting General Plan Amendment GPA-2014-01
4. Attachment 4: Ordinance Amending Title 23 (Zoning Ordinance)
5. Attachment 5: Ordinance Amending Zoning Map (Zone Change 2013-01)
6. Attachment 6: Resolution Approving Vesting Tentative Map No. 17145
7. Attachment 7: Ordinance Approving Document Entitled "Development Agreement No. 2013-01"
8. Attachment 8: Development Agreement No. 2013-01

ATTACHMENT 1

MITIGATED NEGATIVE DECLARATION AND INITIAL STUDY

**MITIGATED NEGATIVE DECLARATION AND
INITIAL STUDY
SCHANER RANCH HOUSING DEVELOPMENT
1128 N. KRAEMER BOULEVARD
PLACENTIA, CALIFORNIA**

LEAD AGENCY:

**CITY OF PLACENTIA
DEPARTMENT OF DEVELOPMENT SERVICES
401 E. CHAPMAN AVENUE
PLACENTIA, CALIFORNIA 92870**



JANUARY 22, 2014

PLAC 001

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MITIGATED NEGATIVE DECLARATION

PROJECT NAME: Schaner Ranch Housing/Commercial Development

PROJECT ADDRESS: 1128 N. Kraemer Boulevard

CITY AND COUNTY: Placentia, Orange County

PROJECT: The City of Placentia, in its capacity as the Lead Agency for the project, is considering the approval of a 78-unit, single-family residential development. The 78 single-family units will consist of four different floor plans. The 7.82-acre project site is located on two lots with frontage along Kraemer Boulevard and Angelina Drive. A main entryway along the eastern Kraemer Boulevard frontage will be located at the southwestern portion of the project site. This will serve as an entry/exit driveway connection to an internal roadway which leads to direct access to the individual single-family units. A total of 332 parking spaces will be provided with the proposed project.

FINDINGS: The environmental analysis provided in the attached Initial Study indicates that the proposed project will not result in any significant adverse unmitigable impacts. For this reason, the City of Placentia has determined that a *Mitigated Negative Declaration* is the appropriate CEQA document for the proposed project. The following findings may be made based on the analysis contained in the attached Initial Study:

- The construction and subsequent occupancy of the proposed project *will not* have the potential to degrade the quality of the environment.
- The construction and subsequent occupancy of the proposed project *will not* have the potential to achieve short-term goals to the disadvantage of long-term environmental goals.
- The construction and subsequent occupancy of the proposed project *will not* have impacts that are individually limited, but cumulatively considerable, when considering planned or proposed development in the City.
- The construction and subsequent occupancy of the proposed project *will not* have environmental effects that will adversely affect humans, either directly or indirectly.

The environmental analysis is provided in the attached Initial Study prepared for the proposed project. The project is also described in greater detail in the attached Initial Study.

Signature

Date January 21, 2014

City of Placentia Department of Development Services

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SECTION 1 - INTRODUCTION

1.1 PURPOSE OF THE INITIAL STUDY

This Initial Study evaluates the environmental impacts associated with the construction and subsequent occupancy of a 78-unit, single-family residential development. The 78 single-family units will consist of four different floor plans. The 7.82-acre project site is located on two lots with frontage along Kraemer Boulevard and Angelina Drive. A main entryway along the eastern Kraemer Boulevard frontage will be located at the southwestern portion of the project site. This will serve as an exit/entry driveway connection to an internal roadway which leads to direct access to the individual single-family units. A total of 332 parking spaces will be provided with the proposed project. The primary purpose of the California Environmental Quality Act (CEQA) is to ensure that decision-makers and the public understand the environmental implications of an action or project and to ascertain whether the proposed project will have the potential for significant adverse impacts on the environment once it is occupied. Pursuant to the CEQA Guidelines, additional purposes of this Initial Study include the following:

- To provide the City of Placentia with information to use as the basis for deciding whether to prepare an environmental impact report (EIR), a mitigated negative declaration, or a negative declaration for a project;
- To facilitate the proposed project's environmental assessment early in the planning phases;
- To eliminate unnecessary EIRs; and,
- To determine the nature and extent of any new impacts associated with the proposed project.¹

1.2 INITIAL STUDY'S ORGANIZATION

The following annotated outline summarizes the format and content of this Initial Study:

- *Section 1 - Introduction*, provides the procedural context surrounding this Initial Study's preparation and insight into its composition.
- *Section 2 - Project Description*, provides an overview of the affected area along with a description of the proposed project.
- *Section 3 - Environmental Analysis*, includes an analysis of potential impacts associated with the implementation of the proposed project.
- *Section 4 - Conclusions*, identifies the Mandatory Findings of Significance related to the proposed project's approval and subsequent implementation.

¹ California, State of, *Title 14. California Code of Regulations. Chapter 3. Guidelines for the Implementation of the California Environmental Quality Act as Amended 2000.* (CEQA Guidelines) § 15050.

- *Section 5 - References*, identifies the sources used in the preparation of this Initial Study.

1.3 INITIAL STUDY CHECKLIST

The environmental analysis indicates that the proposed project will not result in any significant adverse impacts. For this reason, the City of Placentia has determined that a Mitigated Negative Declaration is the appropriate CEQA document for the proposed project’s environmental review. The following findings may be made based on the analysis completed as part of this Initial Study’s preparation:

- The proposed project *will not* have the potential to degrade the quality of the environment.
- The proposed project *will not* have the potential to achieve short-term goals to the disadvantage of long-term environmental goals.
- The proposed project *will not* have impacts that are individually limited, but cumulatively considerable.
- The proposed project *will not* have environmental effects that will adversely affect humans, either directly or indirectly.

The findings of this Initial Study are summarized in Table 1-1 provided below and on the following pages.

**Table 1-1
 Summary (Initial Study Checklist)**

Environmental Issues Area Examined	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
Section 3.1 Aesthetic Impacts. <i>Would the project:</i>				
a) Have a substantial adverse affect on a scenic vista?		X		
b) Substantially damage scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?			X	
c) Create a new source of substantial light or glare that would adversely affect day or nighttime views in the area?		X		
Section 3.2 Agriculture and Forestry Resources Impacts. <i>Would the project:</i>				
a) Convert Prime Farmland, Unique Farmland or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				X
b) Conflict with existing zoning for agricultural use, or a Williamson Act Contract?				X

**Table 1-1
 Summary (Initial Study Checklist)**

Environmental Issues Area Examined	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
c) Would the project conflict with existing zoning for or cause rezoning of, forest land (as defined in Public Resources Code §4526), or zoned timberland production (as defined by Government Code §51104[g])?				X
d) Would the project result in the loss of forest land or the conversion of forest land to a non-forest use?				X
e) Involve other changes in the existing environment that, due to their location or nature, may result in conversion of farmland to non-agricultural use?				X
Section 3.3 Air Quality Impacts. Would the project:				
a) Conflict with or obstruct the implementation of the applicable air quality plan?				X
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?		X		
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is in non-attainment under an applicable Federal or State ambient air quality standard (including releasing emissions, which exceed quantitative thresholds for ozone precursors)?			X	
d) Expose sensitive receptors to substantial pollutant concentrations?			X	
e) Create objectionable odors affecting a substantial number of people?				X
Section 3.4 Biological Resources Impacts. Would the project have a substantial adverse effect:				
a) Either directly or through habitat modifications, on any species identified as a candidate, sensitive or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U. S. Fish and Wildlife Service?				X
b) On any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?				X
c) On Federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				X
d) In interfering substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory life corridors, or impede the use of native wildlife nursery sites?				X

**Table 1-1
 Summary (Initial Study Checklist)**

Environmental Issues Area Examined	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
e) In conflicting with any local policies or ordinances, protecting biological resources, such as a tree preservation policy or ordinance?		X		
f) By conflicting with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or State habitat conservation plan?				X
Section 3.5 Cultural Resources Impacts. <i>Would the project:</i>				
a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5 of the CEQA Guidelines?		X		
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5 of the CEQA Guidelines?				X
c) Directly or indirectly destroy a unique paleontological resource, site or unique geologic feature?				X
d) Disturb any human remains, including those interred outside of formal cemeteries?				X
Section 3.6 Geology Impacts. <i>Would the project result in or expose people to potential impacts involving:</i>				
a) The exposure of people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving rupture of a known earthquake fault (as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault), ground-shaking, liquefaction, or landslides?			X	
b) Substantial soil erosion or the loss of topsoil?				X
c) Location on a geologic unit or a soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?				X
d) Location on expansive soil, as defined in California Building Code (2010), creating substantial risks to life or property?				X
e) Soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?				X
Section 3.7 Greenhouse Gas Emissions Impacts. <i>Would the project</i>				
a) Result in the generation of greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			X	

**Table 1-1
 Summary (Initial Study Checklist)**

Environmental Issues Area Examined	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
b) Increase the potential for conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing emissions of greenhouse gasses?			X	
Section 3.8 Hazards and Hazardous Materials Impacts. <i>Would the project:</i>				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?		X		
b) Create a significant hazard to the public or the environment or result in reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?			X	
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?			X	
d) Be located on a site, which is included on a list of hazardous material sites compiled pursuant to Government Code Section 65962.5, and as a result, would it create a significant hazard to the public or the environment?				X
e) Be located within an airport land use plan, or where such a plan has not been adopted, within two miles of a public airport or a public use airport, would the project result in a safety hazard for people residing or working in the project area?				X
f) Within the vicinity of a private airstrip, result in a safety hazard for people residing or working in the project area?				X
g) Impair implementation of, or physically interfere with, an adopted emergency response plan or emergency response plan or emergency evacuation plan?				X
h) Expose people or structures to a significant risk of loss, injury, or death involving wild lands fire, including where wild lands are adjacent to urbanized areas or where residences are intermixed with wild lands?				X
Section 3.9 Hydrology and Water Quality Impacts. <i>Would the project:</i>				
a) Violate any water quality standards or waste discharge requirements?		X		
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge in such a way that would cause a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?				X

**Table 1-1
 Summary (Initial Study Checklist)**

Environmental Issues Area Examined	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
c) Substantially alter the existing drainage pattern of the site or area, including the alteration of the course of a stream or river, in a manner, which would result in substantial erosion or siltation on- or off-site?				X
d) Substantially alter the existing drainage pattern of the site or area, including the alteration of the course of a stream or river, in a manner that would result in flooding on- or off-site?				X
e) Create or contribute runoff water, which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?		X		
f) Substantially degrade water quality?				X
g) Place housing within a 100-year flood hazard area as mapped on a Federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				X
h) Place within a 100-year flood hazard area, structures that would impede or redirect flood flows?				X
i) Expose people or structures to a significant risk of flooding because of dam or levee failure?			X	
j) Result in inundation by seiche, tsunami, or mudflow?				X
Section 3.10 Land Use and Planning Impacts. Would the project:				
a) Physically divide an established community, or otherwise result in an incompatible land use?				X
b) Conflict with an applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to, a general plan, proposed project, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?			X	
c) Conflict with any applicable habitat conservation or natural community conservation plan?				X
Section 3.11 Mineral Resources Impacts. Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				X
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, proposed project, or other land use plan?				X

**Table 1-1
 Summary (Initial Study Checklist)**

Environmental Issues Area Examined	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
Section 3.12 Noise Impacts. <i>Would the project result in:</i>				
a) Exposure of persons to, or generation of, noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?		X		
b) Exposure of people to, or generation of, excessive ground-borne noise levels?		X		
c) Substantial permanent increase in ambient noise levels in the project vicinity above noise levels existing without the project?			X	
d) Substantial temporary or periodic increases in ambient noise levels in the project vicinity above levels existing without the project?		X		
e) For a project located with an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				X
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?				X
Section 3.13 Population and Housing Impacts. <i>Would the project:</i>				
a) Induce substantial growth in an area either directly or indirectly (e.g., through projects in an undeveloped area or extension of major infrastructure)?				X
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?			X	
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?				X
Section 3.14 Public Services Impacts. <i>Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, the construction of which would cause significant environmental impacts in order to maintain acceptable service ratios, response times or other performance objectives in any of the following areas:</i>				
a) Fire protection services?			X	
b) Police protection services?		X		
c) School services?			X	
d) Other governmental services?				X

**Table 1-1
 Summary (Initial Study Checklist)**

Environmental Issues Area Examined	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
Section 3.15 Recreation Impacts. Would the project:				
a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?			X	
b) Affect existing recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?			X	
Section 3.16 Transportation Impacts. Would the project:				
a) Cause a conflict with an applicable plan, ordinance, or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to, intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?		X		
b) Result in a conflict with an applicable congestions management program, including but not limited to, level of service standards and travel demand measures, or other standards established by the County Congestion Management Agency for designated roads or highways?				X
c) A change in air traffic patterns, including either an increase in traffic levels or a change in the location that results in substantial safety risks?				X
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)				X
e) Result in inadequate emergency access?				X
f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?			X	
Section 3.17 Utilities Impacts. Would the project:				
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?		X		
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental impacts?			X	

**Table 1-1
 Summary (Initial Study Checklist)**

Environmental Issues Area Examined	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?			X	
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?			X	
e) Result in a determination by the wastewater treatment provider that serves or may serve the project that it has inadequate capacity to serve the project's projected demand in addition to the provider's existing commitments?				X
f) Be served by a landfill with insufficient permitted capacity to accommodate the project's solid waste disposal needs?		X		
g) Comply with Federal, State, and local statutes and regulations related to solid waste?				X
h) Result in a need for new systems, or substantial alterations in power or natural gas facilities?				X
i) Result in a need for new systems, or substantial alterations in communication systems?				X
Section 3.18 Mandatory Findings of Significance. <i>The approval and subsequent implementation of the proposed project:</i>				
a) Will not have the potential to degrade the quality of the environment, with the implementation of the recommended standard conditions and mitigation measures included herein.				X
b) Will not have the potential to achieve short-term goals to the disadvantage of long-term environmental goals, with the implementation of the recommended standard conditions and mitigation measures referenced herein.				X
c) Will not have impacts that are individually limited, but cumulatively considerable, when considering planned or proposed development in the immediate vicinity, with the implementation of the recommended standard conditions and mitigation measures contained herein.				X
d) Will not have environmental effects that will adversely affect humans, either directly or indirectly, with the implementation of the recommended standard conditions and mitigation measures contained herein.				X



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SECTION 2 - PROJECT DESCRIPTION

2.1 LOCATION OF THE PROJECT AREA

The proposed project site is located within the City of Placentia. The City of Placentia is located in the northern portion of Orange County (the Los Angeles County line is located approximately 4.2 miles to the north of the project site). The City is bounded on the north by Brea, on the east by Yorba Linda, on the west by Fullerton and on the south by Anaheim. The major State highways that serve the area include the SR-57 (Orange Freeway) located approximately one mile to the west of the project, the SR-91 (Riverside Freeway) located approximately 2.5 miles to the south of the project site, and SR-90 (Imperial Highway) located approximately two miles to the north of the project site.² The City's location in a regional context is illustrated in Exhibit 2-1. The City's location in relation to the surrounding communities is illustrated in Exhibit 2-2.

The 7.82-acre project site is bounded by Kraemer Boulevard and Angelina Drive to the west, Morse Avenue to the north, Cypress Point Drive to the east and Fairway Lane to the south. The Orange County Tax Assessor's Parcel Numbers (APNs) that are applicable to the proposed project site include 340-034-21, 340-034-20, 340-034-19, and 340-034-17. The project site's current legal address is 1128 N. Kraemer Boulevard, Placentia, California. The location of this site within the City is indicated in Exhibit 2-3. Finally, a vicinity map is provided in Exhibit 2-4.

2.2 ENVIRONMENTAL SETTING

The City of Placentia has a total land area of 3,474 acres (5.4 square miles) and is fully urbanized. According to the City's General Plan, the distribution of land uses include 2,203 acres (63.4%) of residential development, 171 acres (4.9%) of commercial development, 351 acres (10.1%) of industrial uses, 213 acres (6.1%) of institutional and public uses, and 317 acres (9.0%) of open space. According to the 2011 U. S. Census estimates, the City's population was 51,302 persons. The same Census data indicated there were 16,679 housing units in the City.

The project site is one of the few remaining underutilized properties in Placentia. The southwest corner of the site is currently occupied by a two-storey, single-family residential unit with a detached two-car garage. The northern half of the property is poorly maintained with debris, consisting of inoperable vehicles, trailers, building materials, and old equipment scattered throughout this portion of the property. The southern half of the property, which includes the residence, is in a better state of maintenance.³ The floor area of the existing residential unit is approximately 1,500 square feet. The residence is a wood frame structure with a gable type roof. This existing home will be demolished as part of the project site improvements. Photographs of the project site are included in Exhibits 2-5 through 2-7. An aerial photograph of the project site and the surrounding area is provided in Exhibit 2-8.

² United States Geological Survey. *Terra Server USA. The National Map, Placentia, California.* July 1, 1979. Distances were calculated using Google maps measuring tool.

³ Blodgett/Baylosis Associates. Site Survey (Site survey was conducted on November 26, 2012).

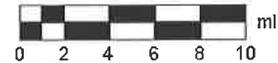


EXHIBIT 2-1
REGIONAL LOCATION MAP
 Source: Delorme Street Atlas USA, 2009

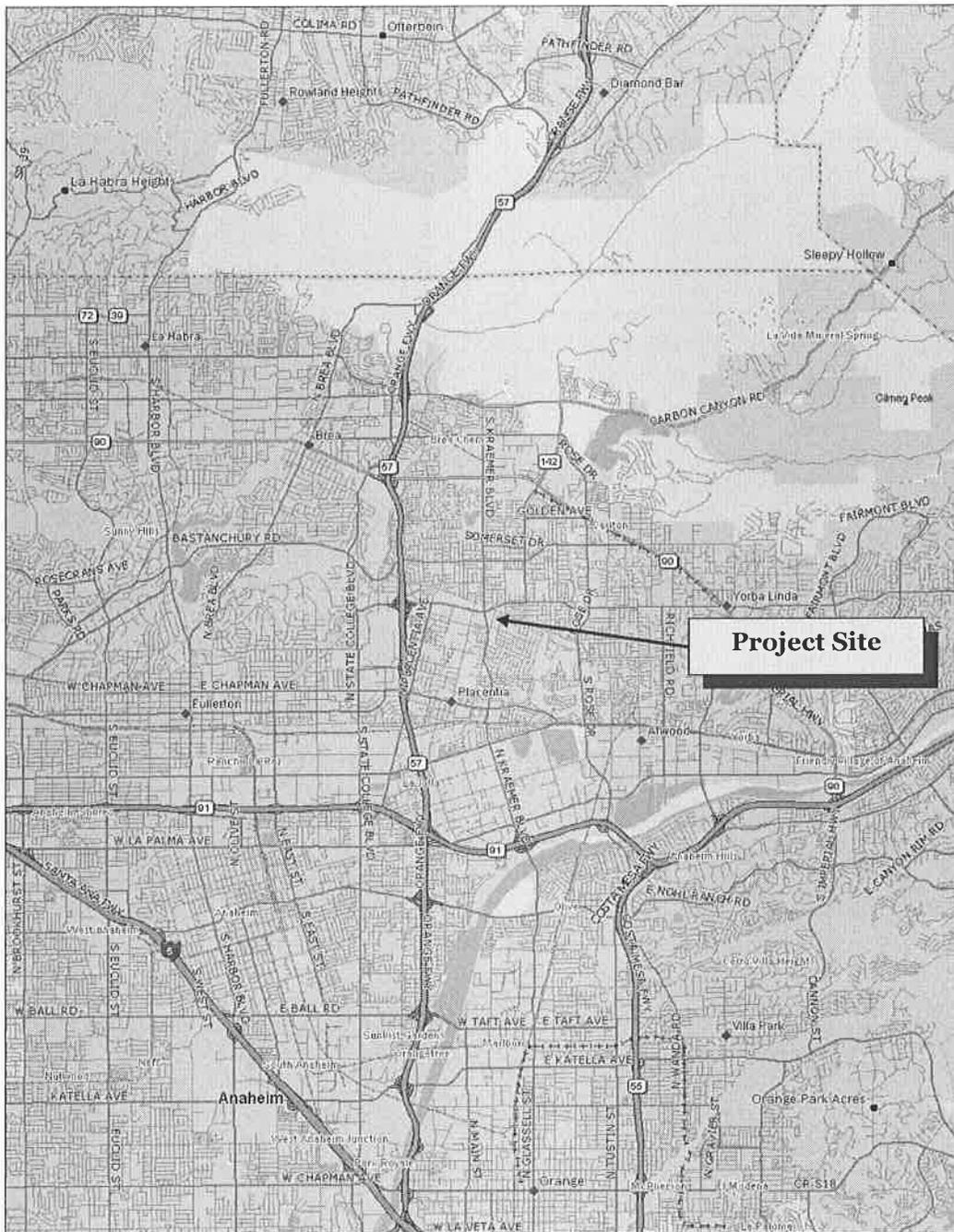


EXHIBIT 2-2
AREA MAP

Source: Delorme Street Atlas USA, 2009

CITY OF PLACENTIA • MITIGATED NEGATIVE DECLARATION AND INITIAL STUDY
1128 N. KRAEMER BOULEVARD • SCHANER RANCH HOUSING DEVELOPMENT

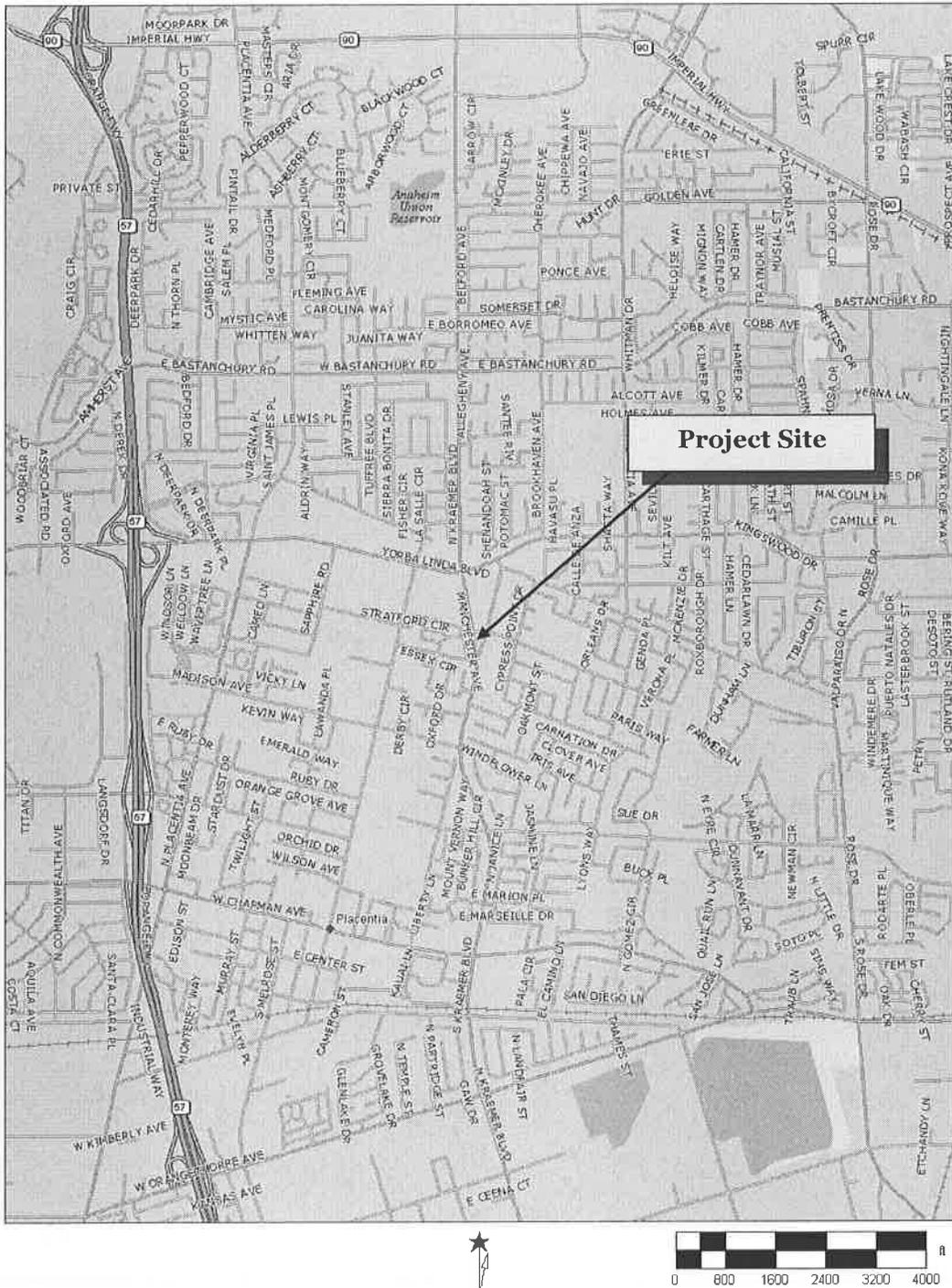


EXHIBIT 2-3
LOCAL AREA

Source: Delorme Street Atlas USA, 2005

CITY OF PLACENTIA • MITIGATED NEGATIVE DECLARATION AND INITIAL STUDY
 1128 N. KRAEMER BOULEVARD • SCHANER RANCH HOUSING DEVELOPMENT

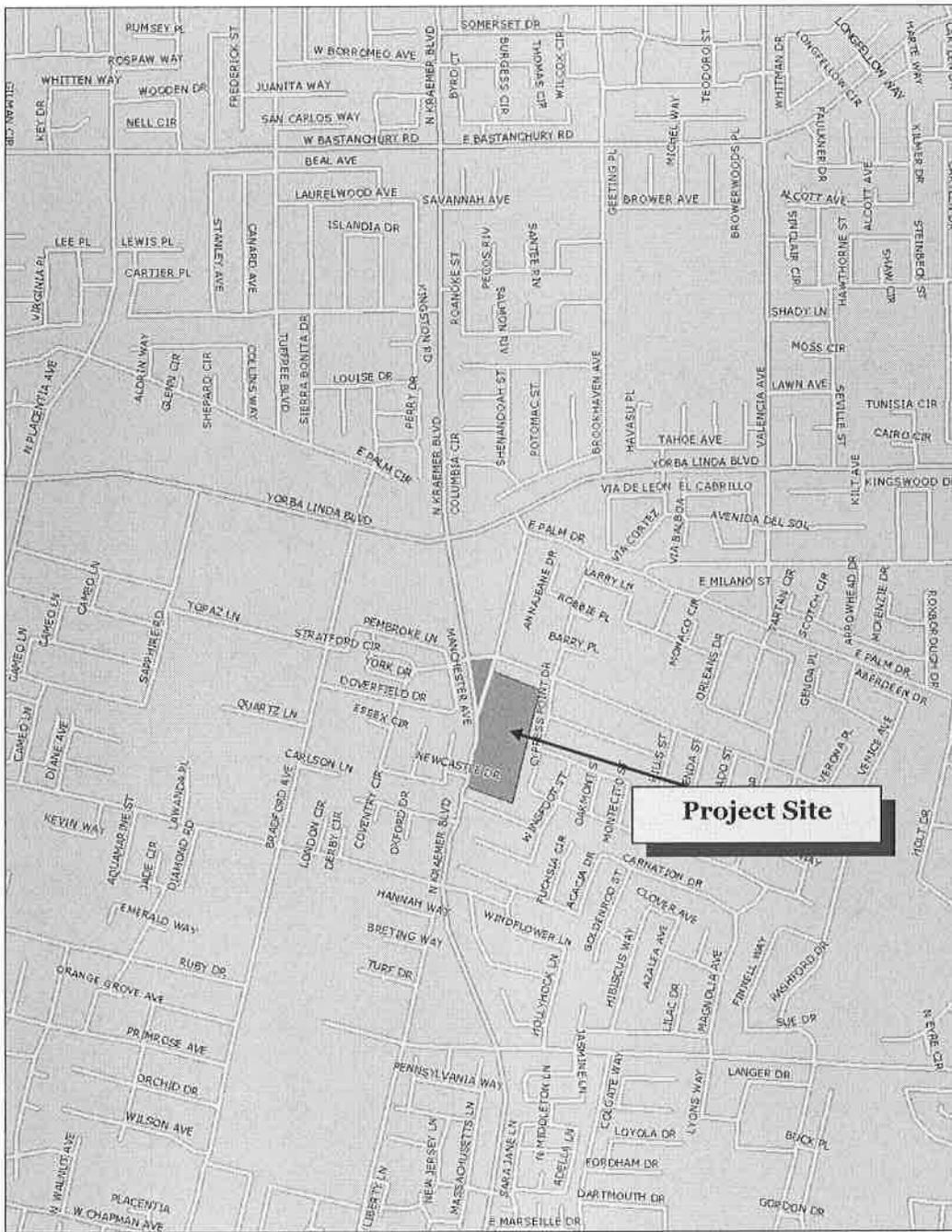


EXHIBIT 2-4
VICINITY MAP

Source: Delorme Street Atlas USA, 2005



View of the project site looking north (project site's Kraemer Avenue frontage is visible in the right hand portion of the photograph).



View of the project site looking south (project site's Kraemer Avenue frontage is visible in the left hand portion of the photograph).

EXHIBIT 2-5
PHOTOGRAPHS OF THE PROJECT SITE
Source: Blodgett/Baylosis Associates 2012



View of the project site's interior (northern portion).

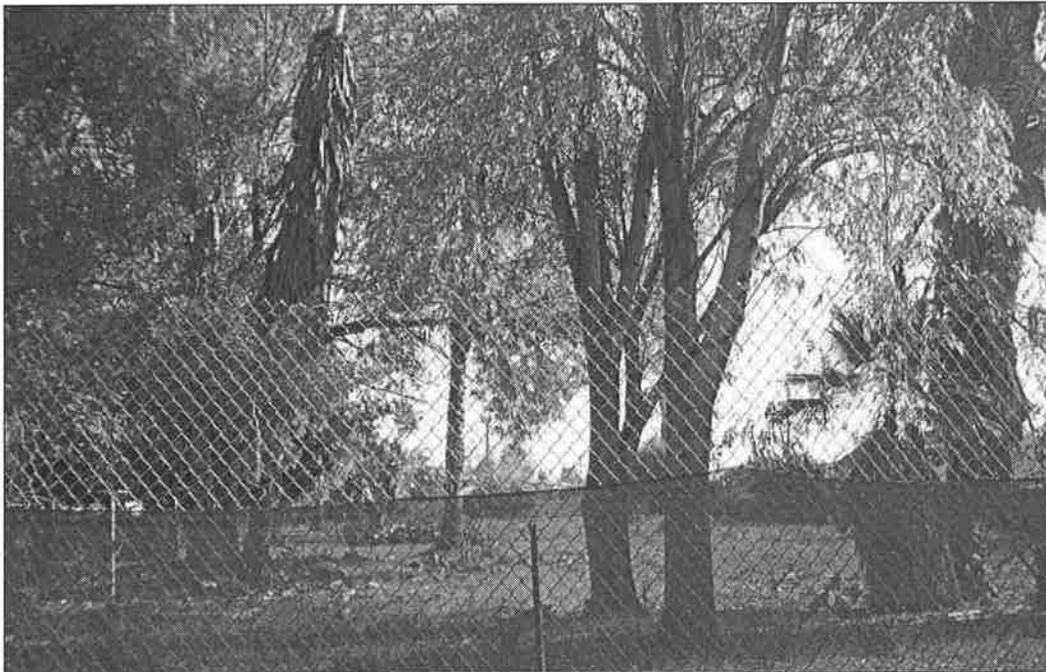


View of the project site's interior (southern portion).

EXHIBIT 2-6
PHOTOGRAPHS OF THE PROJECT SITE
Source: Blodgett/Baylosis Associates 2012



View of the single-family residence located on the project site.



View of the project site's interior (southernmost portion).

EXHIBIT 2-7
PHOTOGRAPHS OF THE PROJECT SITE
Source: Blodgett/Baylosis Associates 2012



Note: This photo was taken in 2004.

EXHIBIT 2-8
AERIAL PHOTOGRAPH
Source: United States Geological Survey (Terraserver USA)

Single-family residential units abut the project site on the north, east, and south sides. The Blessed Sacrament Church and commercial development are located immediately north of the project site, on the north side of Morse Avenue. Morse Elementary School and Kraemer Middle School are located approximately 880 feet northeast and 2,500 feet southwest of the site, respectively. Major physiographic features in the project area include the Chino Hills located approximately three miles to the north, the Puente Hills located approximately five miles to the northwest, and the Coyote Hills located approximately five miles to the east.

2.3 PROJECT DESCRIPTION

2.3.1 OVERVIEW OF THE SITE PLAN

The proposed project involves the construction and subsequent occupancy of a 78-unit, single-family residential development. The project density will be approximately 9.97 units per acre. The 7.82-acre project site is located on two lots with frontage along Kraemer Boulevard and Angelina Drive. The residential structures will be arranged around a series of private internal streets. A main entryway along the eastern Kraemer Boulevard frontage will be located at the southwestern portion of the project site. This will serve as an exit/entry driveway connection to an internal roadway which provides direct access to the individual single-family units. A total of 332 parking spaces will be provided with the proposed project.

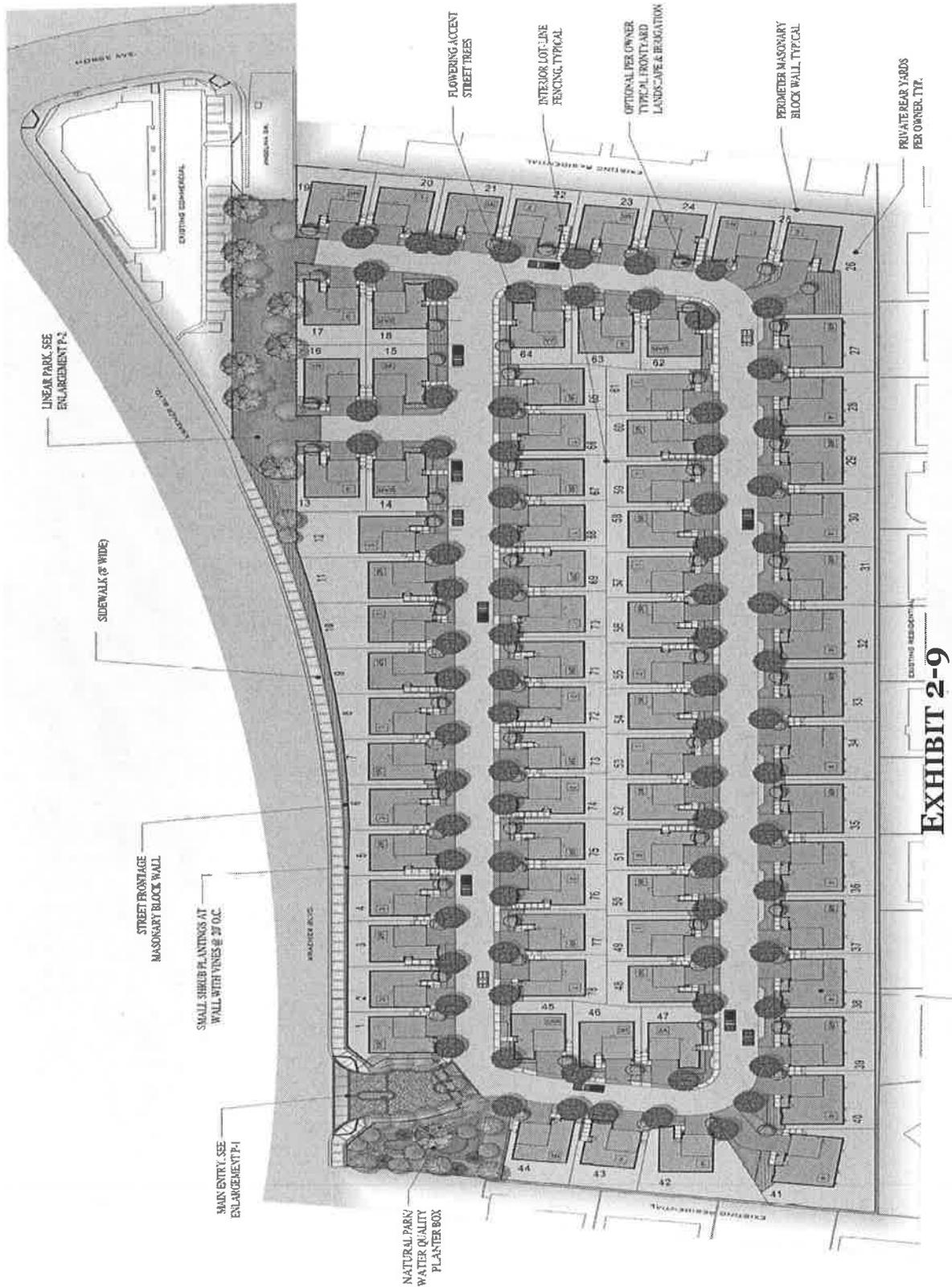
A total of 143,462 square feet (3.29 acres) will be devoted to open space.⁴ A linear park will be located at the northernmost portion of the project site, which will include a half basketball court, a tot-lot with playground structures, and picnic pads with benches. A water-quality planter box will be located at the southwestern end of the project site, south of the main entry/exit.

2.3.2 PHYSICAL CHARACTERISTICS OF THE RESIDENTIAL UNITS

The proposed project involves the construction of 78 single-family residential units. Four different floor plans for the two-storey, single-family units are proposed. The residential units are summarized in Table 2-1. A single entry/exit is located on the east side of the Kraemer Boulevard frontage. This driveway connects Kraemer Boulevard to the internal roadway. This internal roadway provides direct access to each single-family unit.

Each unit will contain a private garage that provides two enclosed parking spaces. Each unit will also contain a private driveway that provides an additional two parking spaces for a total of four parking spaces per unit. Guest parking accounts for 20 spaces. Therefore, the total parking capacity of the proposed project is 332 spaces. The site plan is shown in Exhibit 2-9.

⁴ King Civil Engineering Corporation. Vesting Tentative Tract Map No. 17145, Site Plan (No Date).



LINEAR PARK SEE ENLARGEMENT P-2

SIDEWALK (8' WIDE)

STREET FRONTAGE MASONRY BLOCK WALL

SMALL SHRUB PLANTINGS AT WALL WITH VINES ON 2' OC

MAIN ENTRY SEE ENLARGEMENT P-1

NATURAL PARK WATER QUALITY PLANTER BOX

FLOWERING ACCENT STREET TREES

INTERIOR LOT-LINE FENCING, TYPICAL

OPTIONAL PER OWNER TYPICAL FRONTYARD LANDSCAPE & REGIMENTATION

PERIMETER MASONRY BLOCK WALL, TYPICAL

PRIVATE REAR YARDS PER OWNER, TYP.

EXHIBIT 2-9

SITE PLAN

Source: Segura Associates, Inc.

**Table 2-1
 Description of Residential Units**

Floor Plan	Description	Floor Area	No. of Units
Plan 1	3 bedroom, 2 ½ bath	2,084 sq. ft.	16 units
Plan 2	3 bedroom, 3 bath, loft	2,134 sq. ft.	21 units
Plan 3	4 bedroom, 3 bath, loft	2,269 sq. ft.	26 units
Plan 4	4 bedroom, 4.5 bath, loft	2,786 sq. ft.	15 units
Total			78 units

Source: Tierra West Advisors, Inc.

2.3.4 OPEN SPACE

A total of 143,462 square feet of land area will be devoted to open space. This open space will include landscaping along the Kraemer Boulevard and Angelina Drive frontages, common open space areas, open space included in private yards, a small linear park located at the northern end of the project site and a natural park located at the southwestern end of the site. A tot-lot with playground structures will be located in the northernmost portion of the site and the larger passive open space area (water quality planter box) will be located in the southernmost portion, south of the main entry.⁵

2.3.5 CIRCULATION, ACCESS, AND PARKING

Primary vehicular access to the individual residential units will be provided by a single entry/exit on the east side of Kraemer Boulevard opposite Newcastle Avenue. Access to the mixed use component will be provided by existing curb-cuts with Kraemer Boulevard and Morse Avenue. The residential structures will be arranged around a series of private internal streets. A total of 143,462 square feet will be devoted to open space.⁶

As indicated previously, primary access to the residential component will be provided by a main entry located opposite to Newcastle Drive. The primary entry will include a 13-foot entry lane and a 13-foot exit lane separated by a six-foot raised median. The entry/exit will be designed to accommodate vehicles turning around to exit onto Kraemer Boulevard in the event they do not enter the proposed development. In addition, the 13-foot entry and exit lanes will be able to accommodate two lanes of vehicles. Once inside the residential development, vehicles will proceed along the main internal roadway (A Street) that has a curb-to-curb width 24 feet with no on-street parking permitted. From the main internal roadway, vehicles

⁵ KTGy Group, Inc. Architecture Package. November 13, 2013

⁶ King Civil Engineering Corporation. Vesting Tentative Tract Map No. 17145, Site Plan (No Date).

will proceed to the more narrow streets that will provide direct access to the enclosed garages of the individual residential units. These internal streets have an average width ranging between 24 and 28 feet.⁷

Each of the residential units will contain two enclosed parking spaces for a total of 156 parking spaces. In addition, 156 regular parking spaces will be provided by each unit's driveway space. The guest parking will account for an additional 20 parking spaces. Therefore, a total of 332 (4.25 spaces per unit) will be provided with the implementation of the proposed project.

2.3.6 URBAN DESIGN

As indicated previously, the average density of the proposed project is 9.97 dwelling units per acre. The architectural style of the structures will be similar to a Mediterranean-Spanish style. The elevations employ various articulation treatments including eaves, balconies, and window treatments. The roofing materials will consist of tile. The residential units will consist of two levels with a maximum height of approximately 28 feet, respectively.⁸ Street view building elevations for the single-family units are shown in Exhibit 2-10 while the floor plans are shown in Exhibits 2-11 and 2-12.

2.3.7 OCCUPANCY

The proposed development will consist of 78 single-family detached homes. A Homeowner's Association (HOA) will be responsible for the maintenance of the common areas and the enforcement of the CC&Rs.

2.3.8 BUILDING CONSTRUCTION

The construction phases for the proposed project will take approximately 12 months to complete. The site preparation phase is projected to take 2 months to complete, the construction of the 78 units will be completed in an additional 8 months, and the finishing phases (installation of landscaping, paving of parking areas, etc.) will take an additional 2 months to complete.

2.4 OBJECTIVES OF THE PROJECT & DISCRETIONARY ACTIONS

2.4.1 PROJECT OBJECTIVES

The City of Placentia seeks to accomplish the following objectives with the proposed project:

- To facilitate the creation of new residential development to accommodate projected demand;
- To promote new infill development in the City; and,
- To ensure that the project is in conformance with the City of Placentia General Plan.

⁷ King Civil Engineering Corporation. Vesting Tentative Tract Map No. 17145, Site Plan (No Date).

⁸ Ibid.



Plan 1, 2, and 3 Street Perspectives.

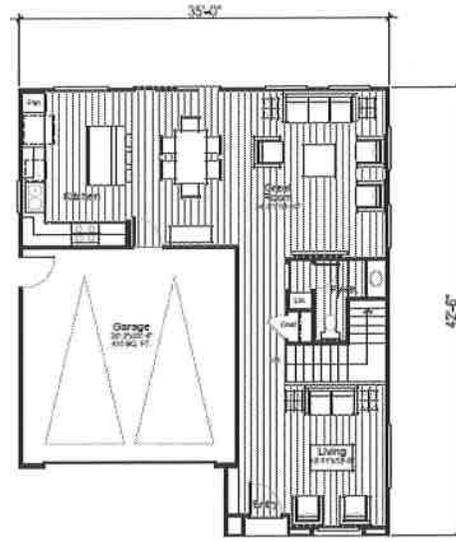


Plan 4 Street Perspectives.

EXHIBIT 2-10
STREET VIEW PERSPECTIVES
Source: KTG Y Group, Inc.



Second Floor
 1164 SQ. FT.



First Floor
 920 SQ. FT.

Plan 1
 3 Bed, 2.5 Bath
 2,084 SQ. FT.



Second Floor
 1240 SQ. FT.



First Floor
 894 SQ. FT.

Plan 2
 3 Bed+Loft, 3 Bath
 2,134 SQ. FT.

EXHIBIT 2-10
FLOOR PLANS – PLAN 1 AND PLAN 2

Source: KTGy Group, Inc.



Second Floor
 1378 SQ. FT.

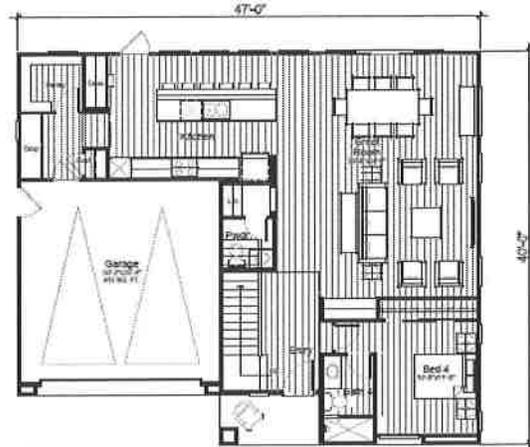


First Floor
 893 SQ. FT.

Plan 3
 4 Bed+Loft, 3 Bath
 2,269 SQ. FT.



Second Floor
 1511 SQ. FT.



First Floor
 1275 SQ. FT.

Plan 4
 4 Bed+Loft, 4.5 Bath
 2,786 SQ. FT.

EXHIBIT 2-11
FLOOR PLANS – PLAN 3 AND PLAN 4
 Source: KTYG Group, Inc.

2.4.2 DISCRETIONARY ACTIONS

Discretionary approvals for this project include the following:

- The approval of a General Plan Amendment (GPA);
- The approval of a Zone Change (ZC);
- The approval of a Planned Unit Development (PUD);
- The approval of a Development Agreement (DA);
- The approval of a Tentative Tract Map (TTM); and,
- The vacation of Angelina Drive.

The City will also be required to adopt the Mitigated Negative Declaration and to approve the Mitigation Monitoring Program.



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SECTION 3 - ENVIRONMENTAL ANALYSIS

This section of the Initial Study analyzes the potential environmental impacts that may result from the proposed project's implementation. The issue areas evaluated in this Initial Study include:

- Aesthetics (Section 3.1);
- Agricultural & Forestry Resources (Section 3.2);
- Air Quality (Section 3.3);
- Biological Resources (Section 3.4);
- Cultural Resources (Section 3.5);
- Geology & Soils (Section 3.6);
- Greenhouse Gas Emissions; (Section 3.7);
- Hazards & Hazardous Materials (Section 3.8);
- Hydrology & Water Quality (Section 3.9);
- Land Use & Planning (Section 3.10);
- Mineral Resources (Section 3.11);
- Noise (Section 3.12);
- Population & Housing (Section 3.13);
- Public Services (Section 3.14);
- Recreation (Section 3.15);
- Transportation (Section 3.16);
- Utilities (Section 3.17); and,
- Mandatory Findings of Significance (Section 3.18).

The environmental analysis contained in this section reflects the Initial Study Checklist format used by the City of Placentia Department of Development Services in its environmental review process pursuant to the CEQA Guidelines. Under each issue area, an assessment of impacts is provided in the form of questions and answers. The analysis contained herein serves as a response to the individual questions. For the evaluation of potential impacts, questions are stated and an answer is provided according to the analysis undertaken as part of this Initial Study's preparation. To each question, there are four possible responses:

- *No Impact.* The approval and subsequent implementation of the proposed project *will not* have any measurable environmental impact on the environment.
- *Less Than Significant Impact.* The approval and subsequent implementation of the proposed project *may have* the potential for affecting the environment, although these impacts will be below levels or thresholds that the City of Placentia or other responsible agencies consider to be significant.
- *Less Than Significant Impact with Mitigation.* The approval and subsequent implementation of the proposed project *may have* the potential to generate impacts that will have a significant impact on the environment. However, the level of impact may be reduced to levels that are less than significant with the implementation of mitigation measures.
- *Potentially Significant Impact.* The approval and subsequent implementation of the proposed project may result in environmental impacts that are significant.

3.1 AESTHETIC IMPACTS

3.1.1 THRESHOLDS OF SIGNIFICANCE

According to the City of Placentia, a project may be deemed to have a significant adverse aesthetic impact if it results in any of the following:

- An adverse effect on a scenic vista;
- Substantial damage to scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway; or,
- A new source of substantial light and glare that would adversely affect day-time or night-time views in the area.

3.1.2 ANALYSIS OF ENVIRONMENTAL IMPACTS

A. Would the project affect a scenic vista? Less than Significant Impact with Mitigation.

The project site is one of the few remaining underutilized properties in Placentia. The southwest corner of the site is currently occupied by a two-storey, single-family residential unit with a detached two-car garage. The northern half of the property is poorly maintained with debris, consisting of inoperable vehicles, trailers, building materials, and old equipment, scattered throughout this portion of the property. The southern half of the property, which includes the residence, is better maintained.⁹ The floor area of the existing residential unit is approximately 1,500 square feet. The residence is a wood frame structure with a gable type roof. This existing home is slated for demolition as part of the project site's development. The major physiographic features located in the vicinity of the project site include the Coyote Hills located approximately six miles northwest of the site, the Chino Hills located approximately four miles to the north of the site, and the Puente Hills located approximately five miles to the northwest.

The rear elevation of the adjacent units located north, east and south of the site abut the site. The proposed new units that will be located adjacent to these existing homes will have a maximum height of 28 feet and will be set back approximately 10-feet. As a result, the new units will not result in any unique or adverse visual impact from the adjacent residences. In addition to the site's development, the proposed project will eliminate an existing blighted condition due to its current state of poor maintenance. To ensure that the property is maintained during construction phases, the following mitigation will be required:

- During the construction phases, the site will be maintained in good condition and secured from public access. Any temporary fencing shall be maintained in good condition. Any undeveloped surfaces where construction will not occur for more than 90-days must be maintained free of weeds, rubbish, and construction debris.

⁹ Blodgett/Baylosis Associates. Site Survey (Site survey was conducted on November 26, 2012).

The aforementioned mitigation will reduce the potential impacts to levels that are less than significant.

B. Would the project substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a State scenic highway? Less than Significant Impact.

No natural undeveloped areas remain within the project site or the adjacent properties. The historic character of the property and the attendant impacts associated with the proposed project's implementation are discussed herein in Section 3.5. Because of its existing disturbed and poorly maintained condition, the potential impacts are less than significant.

C. Would the project create a new source of substantial light or glare that would adversely affect day or nighttime views in the area? Less than Significant Impact with Mitigation.

Sources of lighting in the area include vehicle headlights on the adjacent Kraemer Boulevard and other local streets in the vicinity, street lights, signage, and building lighting. Light sensitive land uses include the single-family homes located to the north, east and south of the site and on the opposite side of Kraemer Boulevard. In addition, the proposed 78-unit residential development is also considered to be a light sensitive land use.¹⁰ To ensure that potential spill-over lighting is prevented, the following mitigation is required:

- The Applicant shall ensure that all street lighting meet the equipment and illumination standards of the City to the satisfaction of the Department of Development Services. The Applicant must also submit an exterior lighting plan in conformance with City standards for review and approval by the Department of Development Services prior to the issuance of building permits.

The mitigation identified above will reduce the potential impacts to levels that are less than significant.

3.1.3 CUMULATIVE IMPACTS

The potential aesthetic impacts related to views, aesthetics, and light and glare is site specific. Furthermore, the analysis determined that the proposed project would not result in any significant adverse aesthetic impacts. As a result, no cumulative aesthetic impacts are anticipated.

3.1.4 MITIGATION MEASURES

The following mitigation will be required to ensure the site is properly maintained:

Mitigation Measure 1 (Aesthetic Impacts). During the construction phases, the site will be maintained in good condition and secured from public access. Any temporary fencing shall be maintained in good condition. Any undeveloped surfaces where construction will not occur for more than 90 days must be maintained free of weeds, rubbish, and construction debris.

¹⁰ Blodgett/Baylosis Associates. Site Survey (Site survey was conducted on November 26, 2012).

Mitigation Measure 2 (Aesthetic Impacts). The Applicant shall ensure that all street lighting meet the equipment and illumination standards of the City to the satisfaction of the Department of Development Services. The Applicant must also submit an exterior lighting plan in conformance with City standards for review and approval by the Department of Development Services prior to the issuance of building permits.

3.2 AGRICULTURE AND FORESTRY RESOURCES

3.2.1 THRESHOLDS OF SIGNIFICANCE

According to the City of Placentia, a project may be deemed to have a significant impact on agricultural and/or forestry resources if it results in any of the following:

- The conversion of prime farmland, unique farmland or farmland of statewide importance;
- A conflict with existing zoning for agricultural use or a Williamson Act Contract;
- A conflict with existing zoning for or cause rezoning of, forest land (as defined in Public Resources Code §4526), or zoned timberland production (as defined by Government Code §51104[g]);
- The loss of forest land or the conversion of forest land to a non-forest use; or
- Changes to the existing environment that due to their location or nature may result in the conversion of farmland to non-agricultural uses.

3.2.2 ANALYSIS OF ENVIRONMENTAL IMPACTS

A. *Would the project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance, as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use? No Impact.*

There are no soils in the City designated as *Prime Farmland, Unique Farmland* or *Soils of Statewide Importance*.¹¹ The soils that underlie the project site are classified by the United States Soil Conservation Service as belonging to the Myford Sandy Loam Association. This soil association is not considered to be "Prime Farmland Soils." This Soil Association is a result of alluvial deposition that occurred prior to the area's urbanization. In addition, this Soil Association does not possess any unique development constraints. Land uses and land cover in the area are shown in Exhibit 3-1. The site was formerly an orchard, though the orchard trees are not being maintained. Since no commercial agricultural activities are being conducted or planned within the property, no significant impacts on prime farmland soils will occur with the implementation of the proposed residential development.

¹¹ State of. Department of Conservation. *Farmland Mapping and Monitoring Program*. July 13, 1995.



EXHIBIT 3-1
AGRICULTURE AND FORESTRY RESOURCES AROUND THE
PROJECT SITE

Source: United States Geological Survey

B. Would the project conflict with existing zoning for agricultural use or a Williamson Act Contract? No Impact.

The project site was historically used as a citrus grove and limited truck farming. The northern portion of the site contains poorly maintained vegetation that appears to be remnants of the earlier orchard. The southern portion of the site has been recently tilled, though this is likely due to weed clearance requirements as opposed to any farming. During the site survey, poultry were observed on-site. The site's General Plan and Zoning designations contemplate residential development. In addition, the project site is not subject to a Williamson Act Contract. As a result, no impacts on existing or future Williamson Act Contracts will result from the proposed project's implementation.

C. Would the project conflict with existing zoning for or cause rezoning of, forest land (as defined in Public Resources Code Section 4526), or zoned timberland production (as defined by Government Code § 51104[g])? No Impact.

The City of Placentia is located in the midst of a larger urban area and no forest lands are located within the City or in the surrounding area.¹² In addition, the City of Placentia General Plan does not specifically provide for any forest land protection since it is not required. As a result, no impacts on forest land or timber resources will result from the implementation of the proposed project.

D. Would the project result in the loss of forest land or the conversion of forest land to a non-forest use? No Impact.

The project site is located in the midst of an urban area. No forest land is located within the City nor does the City of Placentia General Plan provide for any forest land protection.¹³ As a result, no loss or conversion of forest lands will result from the implementation of the proposed project.

E. Would the project involve other changes in the existing environment that, due to their location or nature, may result in conversion of farmland to non-agricultural use? No Impact.

The project site was historically used as a citrus grove and limited truck farming. Previously, three residences occupied the site, two of which have apparently been demolished. The City's applicable General Plan and Zoning designations for the project site do not contemplate continued agricultural uses. As a result, the implementation of the proposed project will not involve the conversion of any existing farmland area to urban uses.

3.2.3 CUMULATIVE IMPACTS

The analysis determined that there is no remaining agricultural or forestry resources on-site or in the vicinity. Furthermore, the analysis determined that future use would not result in any significant adverse

¹² United States Geological Survey. TerraServer USA. *The National Map – Placentia, California*. July 1, 1979.

¹³ Blodgett/Baylosis Associates. Site Survey (Site survey was conducted on November 26, 2012). Also refer to the United States Geological Survey. TerraServer USA. *The National Map – Placentia, California*. July 1, 1979.

impacts on agricultural or forestry resources. As a result, no cumulative impacts on agricultural or farmland resources will occur.

3.2.4 MITIGATION MEASURES

The analysis of agriculture and forestry resources indicated that no significant adverse impacts would result from the proposed project's implementation. As a result, no mitigation measures are required.

3.3 AIR QUALITY

3.3.1 THRESHOLDS OF SIGNIFICANCE

According to the City of Placentia, a project will normally be deemed to have a significant adverse environmental impact on air quality, if it results in any of the following:

- A conflict with the obstruction of the implementation of the applicable air quality plan;
- A violation of an air quality standard or contribute substantially to an existing or projected air quality violation;
- A cumulatively considerable net increase of any criteria pollutant for which the project region is in non-attainment under an applicable Federal or State ambient air quality standard;
- The exposure of sensitive receptors to substantial pollutant concentrations; or
- The creation of objectionable odors affecting a substantial number of people.

The South Coast Air Quality Management District (SCAQMD) has established quantitative thresholds for short-term (construction) emissions and long-term (operational) emissions for criteria pollutants. These criteria pollutants include the following:

- *Ozone (O₃)* is a nearly colorless gas that irritates the lungs, damages materials, and vegetation. O₃ is formed by photochemical reaction (when nitrogen dioxide is broken down by sunlight).
- *Carbon monoxide (CO)*, a colorless, odorless toxic gas that interferes with the transfer of oxygen to the brain, is produced by the incomplete combustion of carbon-containing fuels emitted as vehicle exhaust.
- *Nitrogen dioxide (NO₂)* is a yellowish-brown gas, which at high levels can cause breathing difficulties. NO₂ is formed when nitric oxide (a pollutant from burning processes) combines with oxygen.

- *Sulfur Dioxide (SO₂)* is a colorless, pungent gas formed primarily by the combustion of sulfur-containing fossil fuels. Though SO₂ concentrations have been reduced to levels below State and Federal standards, further reductions are desirable since SO₂ is a precursor to sulfates and PM₁₀.
- *PM₁₀ and PM_{2.5}* refers to particulate matter less than ten microns and two and one-half microns in diameter, respectively. Particulates of this size cause a greater health risk than larger-sized particles since fine particles can more easily be inhaled.¹⁴

A project would be considered to have a significant effect on air quality if it violated any ambient air quality standard (AAQS), contributed substantially to an existing air quality violation, or exposed sensitive receptors to substantial pollutant concentrations. In addition to the Federal and State AAQS standards, there are daily and quarterly emissions thresholds for construction activities and the operation of a project have been established by the SCAQMD. Projects in the South Coast Air Basin (SCAB) generating *construction-related* emissions that exceed any of the following emissions thresholds are considered to be significant under CEQA:

- 75 pounds per day of reactive organic compounds;
- 100 pounds per day of nitrogen dioxide;
- 550 pounds per day of carbon monoxide;
- 150 pounds per day of PM₁₀; or,
- 150 pounds per day of sulfur oxides.¹⁵

A project would have a significant effect on air quality if any of the following *operational* emissions thresholds for criteria pollutants are exceeded:

- 55 pounds per day of reactive organic compounds;
- 55 pounds per day of nitrogen dioxide;
- 550 pounds per day of carbon monoxide;
- 150 pounds per day of PM₁₀; or,
- 150 pounds per day of sulfur oxides.¹⁶

3.3.2 ANALYSIS OF ENVIRONMENTAL IMPACTS

A. *Would the project conflict with or obstruct implementation of the applicable air quality plan? No Impact.*

The City of Placentia is located within the South Coast Air Basin which covers a 6,600 square-mile area within Orange County and the non-desert portions of Los Angeles County, Riverside County, and San Bernardino County. Air quality in the basin is monitored by the SCAQMD at various monitoring stations

¹⁴ South Coast Air Quality Management District, *Final 2007 Air Quality Plan*, Adopted June 2007.

¹⁵ South Coast Air Quality Management District. *CEQA Air Quality Handbook*. April 1993 [as amended 2009].

¹⁶ Ibid.

located throughout the area.¹⁷ Measures to improve regional air quality are outlined in the SCAQMD’s Air Quality Management Plan (AQMP).¹⁸ The 2007 AQMP replaced the 2003 AQMP and is designed to meet both State and Federal Clear Air Act planning requirements for all of the geographic areas that are under the jurisdiction of the SCAQMD, including the South Coast Air Basin. The most recent 2007 AQMP focused on the control of ozone and smaller particulates and their precursors. The AQMP also incorporated significant new scientific data, emission inventories, ambient measurements, control strategies, and air quality modeling. The Final 2007 AQMP was jointly prepared with the California Air Resources Board (CARB) and the Southern California Association of Governments (SCAG).¹⁹

Two consistency criteria that may be referred to in determining a project’s conformity with the AQMP is described in Chapter 12 of the AQMP and in Section 12.3 of the SCAQMD’s CEQA Air Quality Handbook. *Consistency Criteria 1* refers to a project’s potential for resulting in an increase in the frequency or severity of an existing air quality violation or a contribution to the continuation of an existing air quality violation. *Consistency Criteria 2* refers to the project’s potential for exceeding the assumptions included in the AQMP or other regional growth projections relevant to the AQMP’s implementation.²⁰ Table 3-1 indicates the proposed project’s conformity to the aforementioned criteria. As indicated in Table 3-1, the proposed project will not lead to any non-conformity with an adopted air quality plan and no significant adverse impacts are anticipated.

**Table 3-1
 Air Quality Conformity Criteria**

Issue	Description	Findings
Criteria #1	Will the project result in an increase in the frequency or severity of an existing air quality violation or in the continuation of a violation?	The project’s emissions are below SCAQMD thresholds of significance. Refer to Table 3-3 included in this section that indicates the long-term emissions and the daily thresholds.
Criteria #2	Will the project exceed the assumptions included in the AQMP or other regional growth projections relevant to them?	The zoning and general plan designations that are applicable to the site assumed both a residential use and density that corresponds with that envisioned for the proposed project. The project will not result in an exceedance of regional or local growth projections.
Criteria Pollutants	The SCAQMD indicates the daily emissions levels that will constitute a significant adverse impact.	Following development, the proposed project will not generate mobile or stationary emissions that will exceed the SCAQMD’s daily thresholds for significance.

Source: South Coast Air Quality Management District.

¹⁷ South Coast Air Quality Management District. *CEQA Air Quality Handbook*. April 1993 [as amended 2009].

¹⁸ South Coast Air Quality Management District, *Final 2007 Air Quality Plan*, Adopted June 2007.

¹⁹ Ibid.

²⁰ South Coast Air Quality Management District. *CEQA Air Quality Handbook*. April 1993 [as amended 2009]. Table 11-4.

The proposed project is also an infill development and is not considered by the SCAQMD to be a regionally significant project.²¹ The project will not adversely affect any regional population, housing, and employment projections prepared for the City by SCAG (refer to the analysis of population and housing impacts provided herein in Section 3.13) and the proposed project does not conflict with the Growth Management Plan. Finally, the project is not subject to the requirements of the AQMP's PM₁₀ Program, which is limited to the desert portions of the SCAQMD's planning area. As a result, the proposed project would not be in conflict with or result in an obstruction of an applicable air quality plan and no impacts will occur.

B. Would the project violate any air quality standard or contribute substantially to an existing or projected air quality violation? Less than Significant Impact with Mitigation.

The potential construction-related emissions from the proposed project were estimated using the computer model CalEEMod developed for the SCAQMD (the worksheets are included in Appendix A). As indicated in Table 3-2, the estimated construction emissions will be below the SCAQMD's daily thresholds of significance.

**Table 3-2
 Estimated Construction Emissions**

Emissions Source	ROG	NOX	CO	SOX	PM10	PM2.5
Overall Construction (tons/year)	1.58	7.13	4.99	0.01	0.78	0.49
Overall Construction (lbs/year)	3,160	14,260	9,980	20	1,560	980
Overall Construction (lbs/day)^a	12.15	54.85	38.38	0.08	6.00	3.77
Daily SCAQMD Thresholds (lbs./day)	75	100	550	150	150	32

Source: California Air Resources Board, CalEEMod [computer program].

Long-term emissions refer to those air quality impacts that will occur once the proposed project has been constructed and is operational. These impacts will continue over the operational life of the project. The long-term air quality impacts associated with the proposed project include the following: mobile emissions associated with vehicular traffic and off-site stationary emissions associated with the generation of energy (natural gas and electrical). The analysis of long-term operational impacts also used the CalEEMod computer model. As indicated in Table 3-3, the projected long-term emissions are also below thresholds considered to be a significant impact.

²¹ South Coast Air Quality Management District. *CEQA Air Quality Handbook*. April 1993 [as amended 2009].

**Table 3-3
 Estimated Operational Emissions**

Emissions Type	Criteria Pollutants					
	ROG	NOx	CO	SO2	PM10	PM2.5
Area-wide (tons/year)	0.90	0.03	2.45	0.00	0.12	0.12
Energy (tons/year)	0.02	0.13	0.06	0.00	0.01	0.01
Mobile (tons/year)	0.86	1.65	8.78	0.02	1.70	0.14
Waste (tons/year)	--	--	--	--	0.00	0.00
Water (tons/year)	--	--	--	--	0.00	0.00
Total (tons/year)	1.78	1.82	11.29	0.02	1.83	0.27
Total (lbs/year)	3,560	3,640	22,580	40	3,660	540
Total (lbs/day)	14	14	87	0	14	2
Daily Thresholds	55	55	550	150	150	32

Source: California Air Resources Board, CalEEMod [computer program].

As indicated in Table 3-3, the projected long-term emissions are below thresholds considered to represent a significant adverse impact. Because the project area is located in a non-attainment area for ozone and particulates, the following mitigation measures have been provided in Section 3.3.4 as a means to further reduce potential construction-related emissions:

- The Applicant shall ensure that trucks carrying demolition debris are hosed off before leaving the construction-site pursuant to the approval of the Department of Development Services.
- The Applicant shall ensure that the contractors adhere to all pertinent SCAQMD protocols regarding grading, site preparation, and construction activities.
- The Applicant shall ensure that the grading and building contractors must adhere to all pertinent provisions of Rule 403 pertaining to the generation of fugitive dust during grading and/or the use of equipment on unpaved surfaces. The contractors will be responsible for being familiar with, and implementing any pertinent best available control measures.

The aforementioned measures will further reduce the potential air quality impacts to levels that are less than significant.

C. *Would the project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is in non-attainment under an applicable Federal or State ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)? Less than Significant Impact.*

As indicated in the previous section, the future uses contemplated as part of the proposed project's implementation will result in long-term stationary and mobile emissions (refer to Table 3-3), though these emissions will be below the SCAQMD's daily levels of significance. As a result, the cumulative air quality impacts are considered to be less than significant.

D. *Would the project expose sensitive receptors to substantial pollutant concentrations? Less than Significant Impact.*

Sensitive receptors refer to land uses and/or activities that are especially sensitive to poor air quality and typically include homes, schools, playgrounds, hospitals, convalescent homes, and other facilities where children or the elderly may congregate.²² These population groups are generally more sensitive to poor air quality. The proposed residential development is considered to be sensitive receptors.²³

The areas surrounding the most congested intersections are often found to contain high levels of CO that exceed applicable standards. These areas of high CO concentration are referred to as *hot spots*. Two variables influence the creation of a hot-spot and these variables include traffic volumes and traffic congestion. Typically, a hot-spot may occur near an intersection that is experiencing severe congestion (a LOS E or LOS F). The SCAQMD stated in its CEQA Handbook that a CO hotspot would not likely develop at an intersection operating at LOS C or better. Since the Handbook was written, there have been new CO emissions controls added to vehicles and reformulated fuels are now sold in the SCAB resulting in a lowering of both ambient CO concentrations and vehicle emissions. The proposed use will generate approximately 56 trip ends during the busiest morning (AM) peak hour traffic period and 80 trip ends during the PM peak hour. This additional peak hour traffic will not be great enough to lead to a significant net increase in traffic congestion that would result in a significant decline in an intersection's level of service (LOS E or F). All of the existing intersections in the area are operating at a good level of service (LOS C or better). As a result, the impacts are less than significant.

E. *Would the project create objectionable odors affecting a substantial number of people? No Impact.*

The SCAQMD has identified land uses that are typically associated with odor complaints. These uses include activities involving livestock, rendering facilities, food processing plants, chemical plants, composting activities, refineries, landfills, and businesses involved in fiberglass molding.²⁴ No odor emissions are anticipated given the nature of the proposed use (mixed use and residential). As a result, the proposed project will not result in any significant adverse odor impacts.

²² South Coast Air Quality Management District. *CEQA Air Quality Handbook, Appendix 9*. 2004 (as amended).

²³ Ibid.

²⁴ Ibid.

3.3.3 CUMULATIVE IMPACTS

The proposed project's implementation would not result in any new exceedance of air pollution standards nor contribute significantly to an existing air quality violation. Furthermore, the analysis determined that the implementation of the proposed project would not result in any significant adverse air quality impacts. As a result, no significant adverse cumulative impacts will occur.

3.3.4 MITIGATION MEASURES

As indicated previously, the proposed project will not result in any significant adverse operational air quality impacts. However, the following mitigation measures will be effective in further reducing potential air emissions related to construction activities and to exposure from freeway traffic emissions:

Mitigation Measure 3 (Air Quality Impacts). The Applicant shall ensure that trucks carrying demolition debris are hosed off before leaving the construction site pursuant to the approval of the Department of Development Services.

Mitigation Measure 4 (Air Quality Impacts). The Applicant shall ensure that the contractors adhere to all pertinent SCAQMD protocols regarding grading, site preparation, and construction activities.

Mitigation Measure 5 (Air Quality Impacts). The Applicant shall ensure that the grading and building contractors must adhere to all pertinent provisions of Rule 403 pertaining to the generation of fugitive dust during grading and/or the use of equipment on unpaved surfaces. The contractors will be responsible for being familiar with, and implementing any pertinent best available control measures.

3.4 BIOLOGICAL RESOURCES

3.4.1 THRESHOLDS OF SIGNIFICANCE

According to the City of Placentia, a project may be deemed to have a significant adverse impact on biological resources if it results in any of the following:

- A substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or the U.S. Fish and Wildlife Service;
- A substantial adverse effect on any riparian habitat or other sensitive natural plant community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service;
- A substantial adverse effect on Federally protected wetlands as defined by Section 404 of the Clean Water Act through direct removal, filling, hydrological interruption, or other means;

- A substantial interference with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory life corridors, or impede the use of native wildlife nursery sites;
- A conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance; or,
- A conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or State habitat conservation plan.

3.4.2 ANALYSIS OF ENVIRONMENTAL IMPACTS

A. Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service? No Impact.

As indicated in the preceding sections, the City and the project site are located in an urbanized area. The historic use of the project site was in agriculture and truck farming uses. In recent years, the site's use for agriculture has declined. There are no sensitive or unique biological resources located within the project site or in the adjacent properties.²⁵ As a result, no impacts on any candidate, sensitive, or special status species will result from the adoption and subsequent implementation of the proposed project.

B. Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service? No Impact.

There is no native or natural riparian plant habitats located within the project site.²⁶ No streams or jurisdictional waters of the U. S. are located within the project site's boundaries. There are no trees located within the project site that are protected specimens.²⁷ Land cover is shown in Exhibit 3-2. New trees and landscaping will also be provided as part of the site's development (refer to Subsection E). As a result, no significant adverse impacts on natural or riparian habitats will result from the proposed project's implementation.

²⁵ California Department of Fish and Game, *Natural Diversity Database*, 2010.

²⁶ Blodgett/Baylosis Associates. Site Survey (Site survey was conducted on November 26, 2012). United States Geological Survey. TerraServer USA. *The National Map – Placentia, California*. July 1, 1979.

²⁷ Blodgett/Baylosis Associates. Site Survey (Site survey was conducted on November 26, 2012).

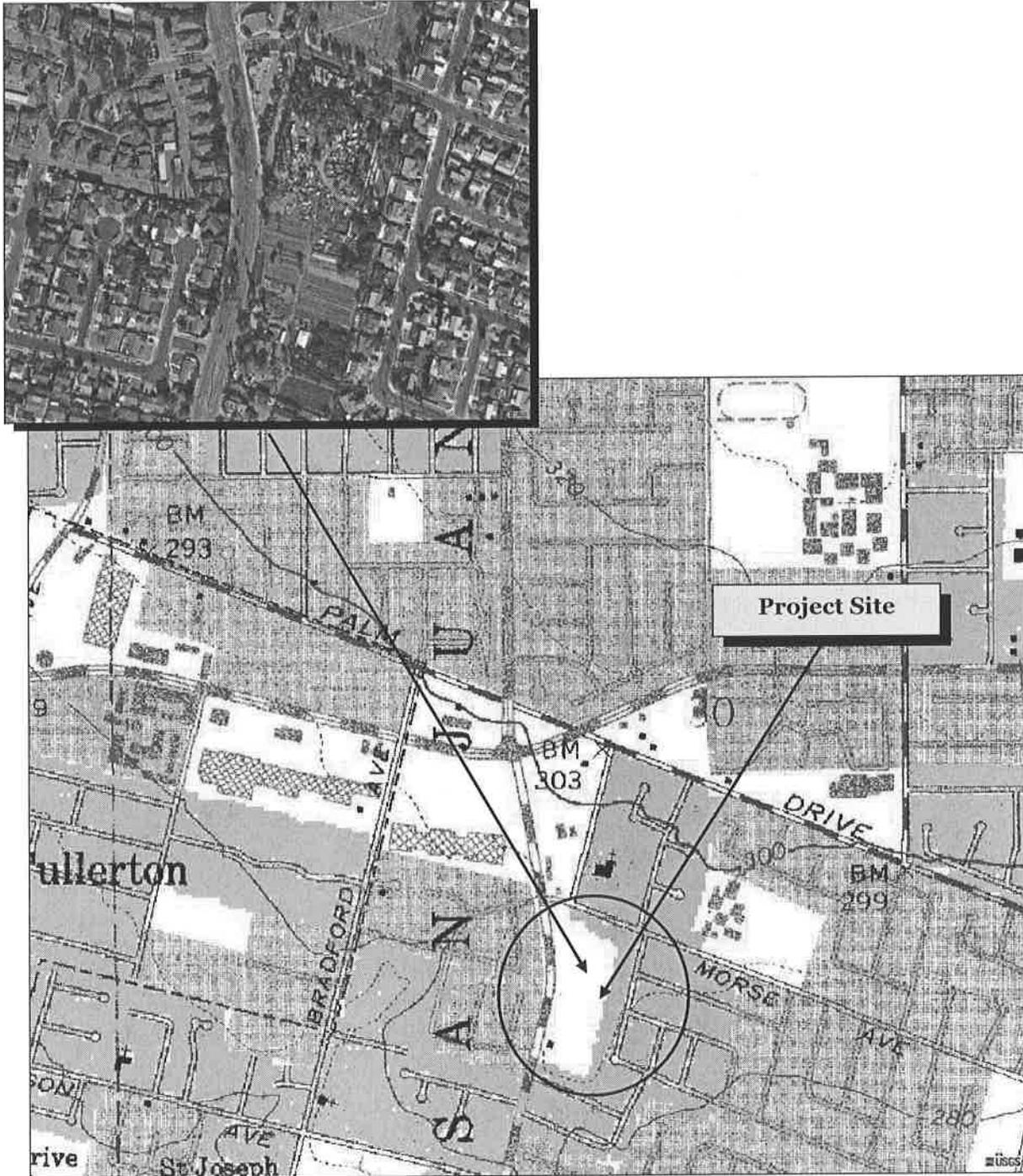


EXHIBIT 3-2
LAND COVER AROUND THE PROJECT SITE

Source: United States Geological Survey

C. Would the project have a substantial adverse effect on Federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means? No Impact.

The project site does not contain any wetland habitat. No natural blue line streams or jurisdictional waters of the U. S. are located within the project site. As a result, the implementation of the proposed project will not result in any significant adverse impact on any protected wetland area or designated blue-line stream.

D. Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory life corridors, or impede the use of native wildlife nursery sites? No Impact.

As indicated in the preceding section, no natural open space areas are located within the project site that functions as animal migration corridors.²⁸ In addition, the project site is surrounded by urban development and roadways. Kraemer Boulevard and Angelina Drive extend along the site's western side and Morse Avenue is located to the north of the site. Residential development abuts the site on the north, east and south side. As a result, the site does not have any utility as a migration corridor and no impacts are anticipated.

E. Would the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance? Less than Significant Impact with Mitigation.

The construction of the proposed project will not result in the removal of any protected vegetation. There are trees that are interspersed throughout the site. The following mitigation measure will be required as a means to address potential tree removal impacts:

- The Applicant has agreed to replace any mature trees on a one-to-one basis. This mitigation must be implemented at the discretion of the City.

The aforementioned mitigation will reduce the potential impacts to levels that are less than significant.

F. Would the project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or State habitat conservation plan? No Impact.

As indicated previously, the project site is located within an urbanized setting with no natural habitat. As a result, no adverse impacts on local, regional, or State habitat conservation plans will result from the implementation of the proposed project.

²⁸ Blodgett/Baylosis Associates. Site Survey (Site survey was conducted on November 26, 2012).

3.4.3 CUMULATIVE IMPACTS

The impacts on biological resources are typically site specific. The proposed project would not involve any loss of protected habitat since no such habitat is found within the project site's boundaries. As a result, no cumulative impacts on biological resources will be associated with the proposed project's implementation.

3.4.4 MITIGATION MEASURES

The analysis indicated that the implementation of the proposed project would not result in any significant adverse impacts on biological resources for the majority of the issues. The following mitigation is required as a means to address potential tree removal impacts:

Mitigation Measure 6 (Biological Resources Impacts). The Applicant has agreed to replace any mature trees on a one-to-one basis. This mitigation must be implemented at the discretion of the City.

3.5 CULTURAL RESOURCES

3.5.1 THRESHOLDS OF SIGNIFICANCE

According to the City of Placentia, a project will normally have a significant adverse impact on cultural resources if it results in any of the following:

- A substantial adverse change in the significance of a historical resource as defined in §15064.5 of the State CEQA Guidelines;
- A substantial adverse change in the significance of an archaeological resource pursuant to §15064.5 of the State CEQA Guidelines;
- The destruction of a unique paleontological resource, site or unique geologic feature; or
- The disturbance of any human remains, including those interred outside of formal cemeteries.

3.5.2 ANALYSIS OF ENVIRONMENTAL IMPACTS

A. Would the project cause a substantial adverse change in the significance of a historical resource as defined in §15064.5 of the State CEQA Guidelines? Less than Significant Impact with Mitigation.

Historic structures and sites are defined by local, State, and Federal criteria. A site or structure may be historically significant if it is locally protected through a local general plan or historic preservation ordinance. In addition, a site or structure may be historically significant according to State or Federal criteria even if the locality does not recognize such significance. The State, through the State Historic Preservation Office (SHPO), maintains an inventory of those sites and structures that are considered to be historically significant. Finally, the U. S. Department of Interior has established specific guidelines and criteria that indicates the manner in which a site, structure or district is to be defined as having historic

significance and in the determination of its eligibility for listing on the National Register of Historic Places.²⁹ To be considered eligible for the National Register, a property's significance may be determined if the property is associated with events, activities, or developments that were important in the past, with the lives of people who were important in the past, or represents significant architectural, landscape or engineering elements. Specific criteria include the following:

- Districts, sites, buildings, structures, and objects that are associated with the lives of significant persons in or past;
- Districts, sites, buildings, structures, and objects that embody the distinctive characteristics of a type, period or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or
- Districts, sites, buildings, structures, and objects that have yielded or may be likely to yield, information important in history or prehistory.

Ordinarily, properties that have achieved significance within the past 50 years are not considered eligible for the National Register. However, such properties *will qualify* if they are integral parts of districts that do meet the criteria or if they fall within the following categories:

- A religious property deriving primary significance from architectural or artistic distinction or historical importance;
- Districts, sites, buildings, structures, and objects that are associated with events that have made a significant contribution to the broad patterns of our history;
- A building or structure removed from its original location that is significant for architectural value, or which is the surviving structure associated with a historic person or event;
- A birthplace or grave of a historical figure of outstanding importance if there is no appropriate site or building associated with his or her productive life;
- A cemetery that derives its primary importance from graves of persons of transcendent importance, from age, from distinctive design features, or from association with historic events;
- A reconstructed building when accurately executed in a suitable environment and presented in a dignified manner as part of a restoration master plan, and when no other building or structure with the same association has survived;
- A property primarily commemorative in intent if design, age, tradition, or symbolic value has invested it with its own exceptional significance; or

²⁹ U. S. Department of the Interior, National Park Service. National Register of Historic Places. <http://nrhp.focus.nps.gov>. 2010.

- A property achieving significance within the past 50 years if it is of exceptional importance.³⁰

Review of the State of California State Historic Preservation Office (SHPO) indicated there are no National Register designations listed, eligible properties or State landmarks located within or adjacent to the project site.³¹ There are no historic structures or significant sites located within the project site.³² The following structures have been identified as historically significant in the City's draft General Plan:³³

- *Santa Fe District (Santa Fe Street between Bradford Avenue and Main Street).* Santa Fe Street was the first commercial street in the townsite, extending from the train depot (now demolished) at Bradford Avenue to the two-storey bank building at Main Street. The area included a Chamber of Commerce building, a grocery store, feed store, post office, a lumber yard, barber shop, blacksmith shop and livery stable, a reading and recreation room which grew into the library, a hardware store, a hotel and many other stores. This area will not be impacted by the proposed project.
- *Placentia Orange Growers Association (201 W Crowther Avenue).* The Placentia Orange Growers Association first incorporated in 1894, shipped fruit from Fullerton until 1911 when the association constructed its first packinghouse in Placentia. The modern building located at 207 West Crowther, now used as an office, was constructed in 1934 after a fire had damaged the earlier structure. This site will not be impacted by the proposed project.
- *Placentia Mutual Orange Association (341 South Melrose Street).* The Placentia Mutual Orange Association was organized October 12, 1910. The first packinghouse, constructed by Sam Kraemer at the corner of Bradford Avenue and Crowther, still stands. This site will not be impacted by the proposed project.
- *Bradford Brothers, Inc. (100 E. Santa Fe Street).* Hartwell and Warren Bradford, sons of A.S. Bradford, opened an independent citrus packinghouse in 1922. The building was constructed along Santa Fe Avenue and now houses the Placentia-Yorba Unified School District warehouse operation. Hartwell Bradford maintained the A.S. Bradford House as a residence until his death. This site will not be impacted by the proposed project.
- *Old City Library (143 S. Bradford Avenue).* The Edwin T. Powell Building is the former library building constructed by the Placentia Library District in 1926. The architect was Carlton Winslow who had gained worldwide recognition for his design of the Los Angeles City Library. This building served the City until the new library was constructed in 1974. Currently, the senior center is housed in the City-owned building. This site will not be impacted by the proposed project.

³⁰ U. S. Department of the Interior, National Park Service. National Register of Historic Places. <http://nrhp.focus.nps.gov>. 2010.

³¹ State of California State office of Historic Preservation. California Historical Resources. 2011 .

³² California Dept. of Conservation. State Office of Historic Preservation. 2006; and the City of Placentia.

³³ Placentia, City of. *Placentia General Plan, Chapter 6, Resource Management Element (Administrative Draft)*. November 2003.

- *Old City Hall (120 S. Bradford Avenue)*. The City Hall Building, in use until the new Civic Center was dedicated in 1974, was constructed in the 1940s and replaced a building on Bradford Avenue just north of Santa Fe. The City owns that portion of the site occupied by the fire station. This site will not be impacted by the proposed project.
- *Kraemer Memorial Park (Bradford Avenue, north of Chapman)*. Mr. and Mrs. Edward Backs donated this site for Kraemer Park to the City of Placentia in 1954. Trees planted throughout the park were donated by, and dedicated to, other City pioneers. This site will not be impacted by the proposed project.
- *Veteran's Memorial Fountain (Chapman Avenue and Walnut Street)*. The Veteran's Memorial Fountain was donated to the City by Edward and Angeline Backs. The sculptor was John Edward Svenson who cast the dolphins in Norway. Arthur Barton, landscape architect for Kraemer Park, designed the courtyard, which surrounds the fountain. This site will not be impacted by the proposed project.
- *Water Tower (Chapman Avenue and Main Street)*. The 50,000-gallon water tower, which today bears the markings of Placentia's All America City Award, remains in active service for the Golden State Water Company. The water tower was constructed in 1941. This site will not be impacted by the proposed project.
- *Valencia High School (500 N. Bradford Avenue)*. Valencia High School, the first high school in Placentia, was rebuilt (after a fire) in its present form in 1935 with some later additions. It is a good example of Art Deco architecture. Bradford Elementary School, constructed in 1912 as a replacement for the original Placentia school on Chapman and Placentia Avenues, previously occupied the site. One structure from the 1912 school remains behind the auditorium. This site will not be impacted by the proposed project.
- *Bradford House (136 Palm Circle)*. The Albert Sumner Bradford home in Bradford Park was constructed in 1902 in the modified Queen Anne Style. The home was located on the Tesoro (treasure) Ranch, which is now the site of the Town Center Shopping Mall. This site will not be impacted by the proposed project.
- *Nenno House (502 Palm Drive)*. The Nenno home was constructed in 1907-08 by John and Antionette Nenno. John was one of several citrus fumigators, and the house was the site of a small citrus ranch. The house has been recently restored as an office building with a similar architectural style to the freestanding office building on the north end of the property. This site will not be impacted by the proposed project.
- *George Key Home (625 W. Bastanchury Avenue)*. The George Key Home was constructed in 1898 and is an excellent example of ranch homes of that period, once found throughout the area. In 1983, the County of Orange purchased the home and its contents to be operated as a museum. This site will not be impacted by the proposed project.

- *Tri-City Park (Kraemer Boulevard and Golden Avenue)*. Three cities that adjoin the site, Fullerton, Brea and Placentia, have joined together to develop this lake and its park. It was originally a storage reservoir on the ranch land of Colonel J.K. Tuffree who had surveyed ranch lands owned by Don Able Stearns. Tuffree took land in Placentia in lieu of cash payments for his services. This site will not be impacted by the proposed project.
- *Charles Wagner, Jr. House (903 E. Yorba Linda Boulevard)*. The Wagner home was constructed in 1920 by one of three Wagner brothers. It was recently used as a boutique and restaurant, and in spring 1991 was used as a backdrop for film production. This site will not be impacted by the proposed project.

The southwest corner of the proposed project site is currently occupied by a two-storey, single-family residential unit with a detached two-car garage.³⁴ This existing home will be demolished as part of the project site improvements. The floor area of this existing residential unit is approximately 1,500 square feet. The residence is a wood frame structure with a gable type roof. To obtain additional information regarding this structure, the preparers of this report visited the "History Room" at the Placentia Public Library to see if there was any available information concerning this property and/or structure. The site was surveyed as part of a Citywide survey completed in the 1980s. A completed Historic Resources Survey form (included in the Appendix) was completed and contains the following information regarding the existing building:

"W. Loftus and J. P. O'Brian once owned this corner of Morse and Kraemer Blvd. Although this house is very old, there is no record of its early owner. This was originally A. S. Bradford property. Dr. and Mrs. Brunemeier moved here in 1936 from their former home at 148 Primrose Avenue. The property is called a "ranch," so it must have had some land with it. Dr. and Mrs. Brunemeier appear to have led a rather fascinating life before coming to Placentia in 1927. They were missionaries in China and were forced to leave the country. Cora Brunemeier was a nurse by profession. The Brunemeier's lived and served Placentia for over 25 years. They were both active in community and civic affairs and Dr. Brunemeier had prominent status as a physician and surgeon, with offices at 229 S. Bradford. Mr. Brunemeier was the head of the Loyal Temperance Union for many years."

The project site and the existing residence are not identified as being historically significant according to Federal and State criteria. However, the existing residence home is considered to be locally significant. As a result, the following mitigation measure is required as a means to address demolition impacts:

- The project Applicant will take photographs of the residences' exterior and interior and preserve any available drawings and plans which will be placed in the History Room of the City of Placentia Library. The Applicant may also consider moving the home and garage (approximately 100 feet to the south) to the open space area located to the south of the main entry.

The aforementioned mitigation will reduce the potential impacts to levels that are less than significant.

³⁴ Blodgett/Baylosis Associates. Site Survey (Site survey was conducted on November 26, 2012).

B. Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5 of the State CEQA Guidelines? No Impact.

The project site was previously disturbed with the construction of the existing buildings and the former agricultural use. No archaeological resources were reported during previous grading and excavation activities in the area. The early anthropologist and ethnographer, J. P. Harrington, noted the presence of two Indian settlements located in what is now Buena Park along Coyote Creek. Modern references place both village sites along Coyote Creek in what is now Buena Park. Both sites are located at least five miles from the project site.³⁵ Another encampment was recorded in the Brea Canyon area. In addition, artifacts were collected in the West Coyote Hills development. In addition, human remains were discovered in the vicinity of the new park located at Pebble Beach Avenue just east of Idaho Street in the southern portion of the City of La Habra. The proposed project site is located more than five miles to the southeast. Given the previous on-site disturbance, no impacts on cultural resources are anticipated from the proposed project.

C. Would the project directly or indirectly destroy a unique paleontological resource, site or unique geologic feature? No Impact.

The potential for paleontological resources in the area is considered low due to the character of subsurface soils (recent alluvium) and the amount of disturbance associated with the past development. As a result, no significant adverse impacts are anticipated.

D. Would the project disturb any human remains, including those interred outside of formal cemeteries? No Impact.

There are no cemeteries located in the immediate area of the project site. The nearest cemetery to the project site is the Yorba Cemetery located 4.6 miles to the southeast. The project site was first developed in the 1880's so the likelihood of encountering a burial within the property is low. In the event human remains are encountered during grading and excavation activities, the requirements outlined in Appendix K of the CEQA Guidelines will apply. As a result, no significant adverse impacts are anticipated.

3.5.3 CUMULATIVE IMPACTS

The potential environmental impacts related to cultural resources are site specific. Furthermore, the analysis herein also determined that the implementation of the proposed project would not result in any impacts on cultural resources. As a result, no cumulative impacts will occur as part of the implementation of the proposed project.

³⁵ McCawley, William. *The First Angelinos, The Gabrielino Indians of Los Angeles*. 1996.

3.5.4 MITIGATION MEASURES

The following mitigation is required as a means to address potential impacts related to the potential demolition of the existing residence and garage:

Mitigation Measure 7 (Cultural Resources Impacts). The project Applicant will take photographs of the residences' exterior and interior and preserve any available drawings and plans which will be placed in the History Room of the City of Placentia Library. The Applicant may also consider moving the home and garage (approximately 100-feet to the south) to the open space area located to the south of the main entry.

3.6 GEOLOGY

3.6.1 THRESHOLDS OF SIGNIFICANCE

According to the City of Placentia, a project may be deemed to have a significant adverse impact on the environment if it results in the following:

- The exposure of people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving rupture of a known earthquake fault (as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault), ground-shaking, liquefaction, or landslides;
- Substantial soil erosion resulting in the loss of topsoil;
- The exposure of people or structures to potential substantial adverse effects, including location on a geologic unit or a soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse;
- Locating a project on an expansive soil, as defined in the California Building Code (2010), creating substantial risks to life or property; or
- Locating a project in, or exposing people to potential impacts, including soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater.

3.6.2 ANALYSIS OF ENVIRONMENTAL IMPACTS

- A. *Would the project expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving rupture of a known earthquake fault (as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault), ground-shaking, liquefaction, or landslides? Less than Significant Impact.*

The project area is located within a seismically active region (refer to Exhibit 3-3).³⁶ The Whittier Fault is located north of the City and is included within an Alquist-Priolo Special Studies Zone indicating this portion of the fault has been active in relatively recent geological times (since the Pleistocene). The Whittier fault extends over 20 miles from the Whittier Narrows area continuing southeasterly to the Santa Ana River where it merges with the southeasterly trending Elsinore fault. These two faults, combined with smaller faults, form the Whittier-Elsinore fault zone. Other nearby significant faults include the Norwalk fault and numerous, relatively short, unnamed faults within and adjoining the West Coyote Oil Field located in neighboring La Habra. Because of their relatively recent displacement or suspected earthquake activity, these latter faults are also considered active or potentially active.

The project site is not located within an area designated as an Alquist-Priolo Special Studies Zone (refer to Exhibit 3-4).³⁷ There are no fault rupture hazards that are anticipated to impact the proposed project site. The site is located within a seismically active region and, as a result, the potential impacts are less than significant.

The Puente Hills Blind Thrust Fault is located to the northeast of the City of Placentia. This fault produced the 5.9 magnitude Whittier Narrows earthquake, though it was only discovered in 1999. A 2003 study led by the Southern California Earthquake Center (SCEC) researchers found that the fault had ruptured at least four times in the last 11,000 years, with magnitudes ranging from 7.2 to 7.5. This fault is a blind thrust fault that extends from the Puente Hills into downtown Los Angeles. This blind thrust fault is located deep below the ground surface and, as a result, no surface expression from previous earthquakes is visible. An earthquake associated with the Puente Hills fault would potentially generate strong ground-shaking in the project area. However, the new homes would be constructed to meet the most current building codes and, as a result, the impacts would be less than significant.

Liquefaction is the result of strong ground-shaking of water-saturated, loose to moderately dense sand and silty sand. Strong ground-shaking causes sediment, saturated with groundwater, to lose strength and behave as though it was a liquid. Liquefaction occurs where the water table is high and soils are generally loose. Liquefaction is generally associated with the presence of shallow (near surface) ground water and loose and sandy soils or alluvial deposits. The California Geological Survey provides mapping of liquefaction hazard zones for the City of Placentia.

³⁶ U.S. Geological Survey, *Evaluating Earthquake Hazards in the Los Angeles Region - An Earth Science Perspective*, USGS Professional Paper 1360, 1985.

³⁷ Fault rupture refers to the actual vertical or lateral displacement that may occur along a fault trace in the event of an earthquake.



EXHIBIT 3-3
REGIONAL FAULT MAP
Source: United States Geological Survey

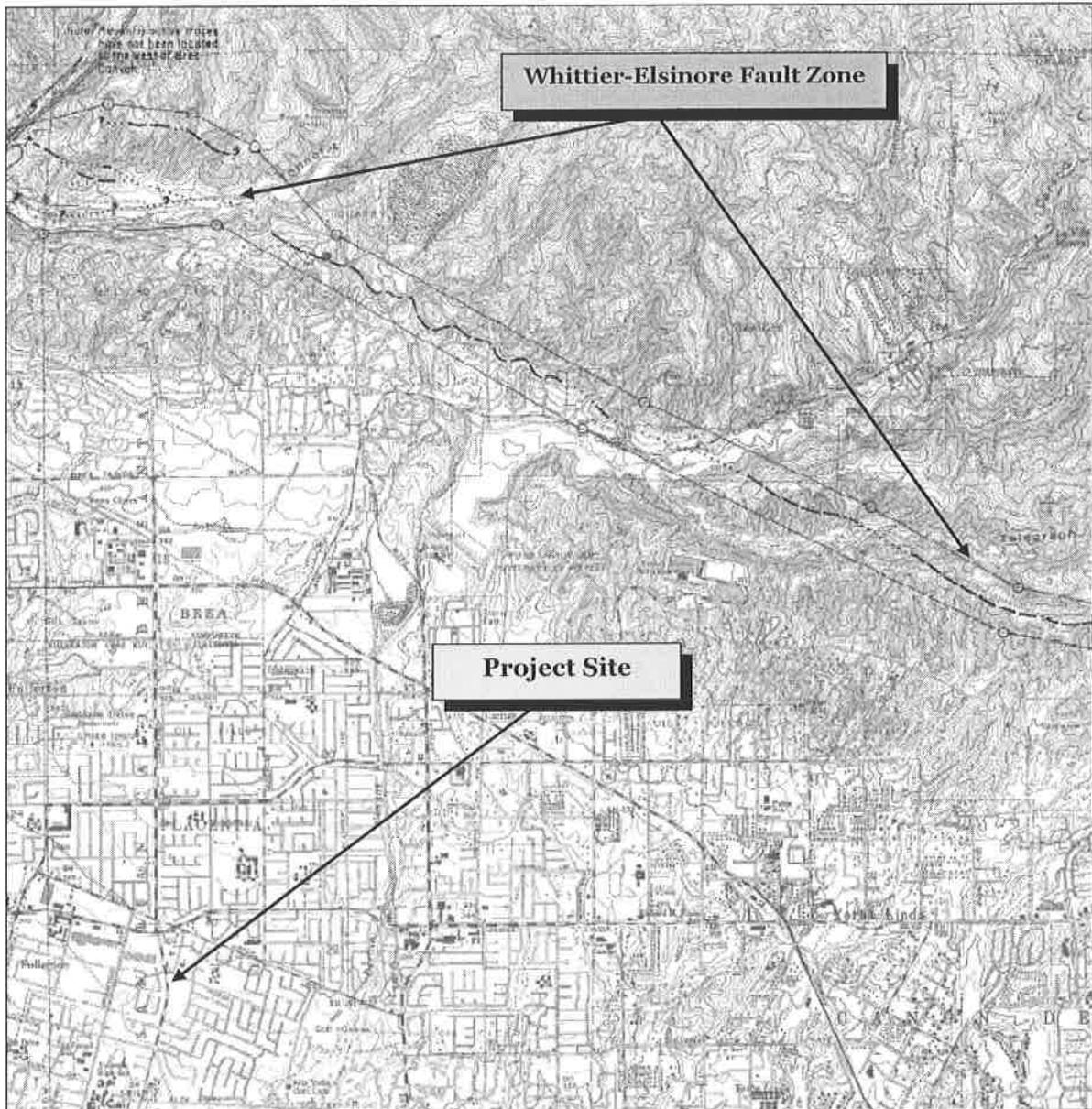


EXHIBIT 3-4
ALQUIST-PRIOLO SPECIAL STUDIES ZONE FOR THE
WHITTIER-ELSINORE FAULT ZONE
Source: California Geological Survey

Recent studies have been completed by the California Geological Survey (CGS) Seismic Hazard Zones Mapping Program. According to the Seismic Hazard Evaluations of the Yorba Linda 7.5 Minute Quadrangle prepared by the USGS, the project site is within a potential liquefaction hazard zone (refer to Exhibit 3-5). As a result, the project site will continue to be exposed to potential liquefaction and ground shaking in the event of an earthquake. However, the degree of impact will not be significantly different from that anticipated for the surrounding areas. As a result, the potential adverse impacts are anticipated to be less than significant.

B. Would the project expose people or structures to potential substantial adverse effects, including substantial soil erosion or the loss of topsoil? No Impact.

The City's topography is generally level.³⁸ The proposed project's implementation will not result in any significant soil erosion. The proposed residential development will involve the continued covering over of the site with impervious surfaces (buildings, parking areas, etc.). Mitigation measures have been identified in Section 3.9.4 as a means to control storm water runoff and potential erosion related impacts. As a result, the potential impacts are considered to be less than significant.

C. Would the project expose people or structures to potential substantial adverse effects, including location on a geologic unit or a soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse? No Impact.

The project site is located within an area subject to potential liquefaction (refer to Exhibit 3-5). The soils that underlie the existing project site have been identified by the United States Soil Conservation Service as belonging to the Myford Sandy Loam Association. These soils do not present a constraint to development. As a result, no significant expansive soil impacts are anticipated.

D. Would the project result in or expose people to potential impacts, including location on expansive soil, as defined in Uniform Building Code (2010) creating substantial risks to life or property? No Impact.

The impacts of expansive soils are addressed in the previous section along with the requisite mitigation. No further impacts and mitigation are identified in this subsection.

E. Would the project result in or expose people to potential impacts, including soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater? No Impact.

No septic tanks will be used as part of the future residential development. The proposed development will be connected to the sanitary sewer system. As a result, no impacts associated with the use of septic tanks will occur as part of the proposed project's implementation.

³⁸ United States Geological Survey. TerraServer USA. *The National Map – Placentia, California*. July 1, 1979.

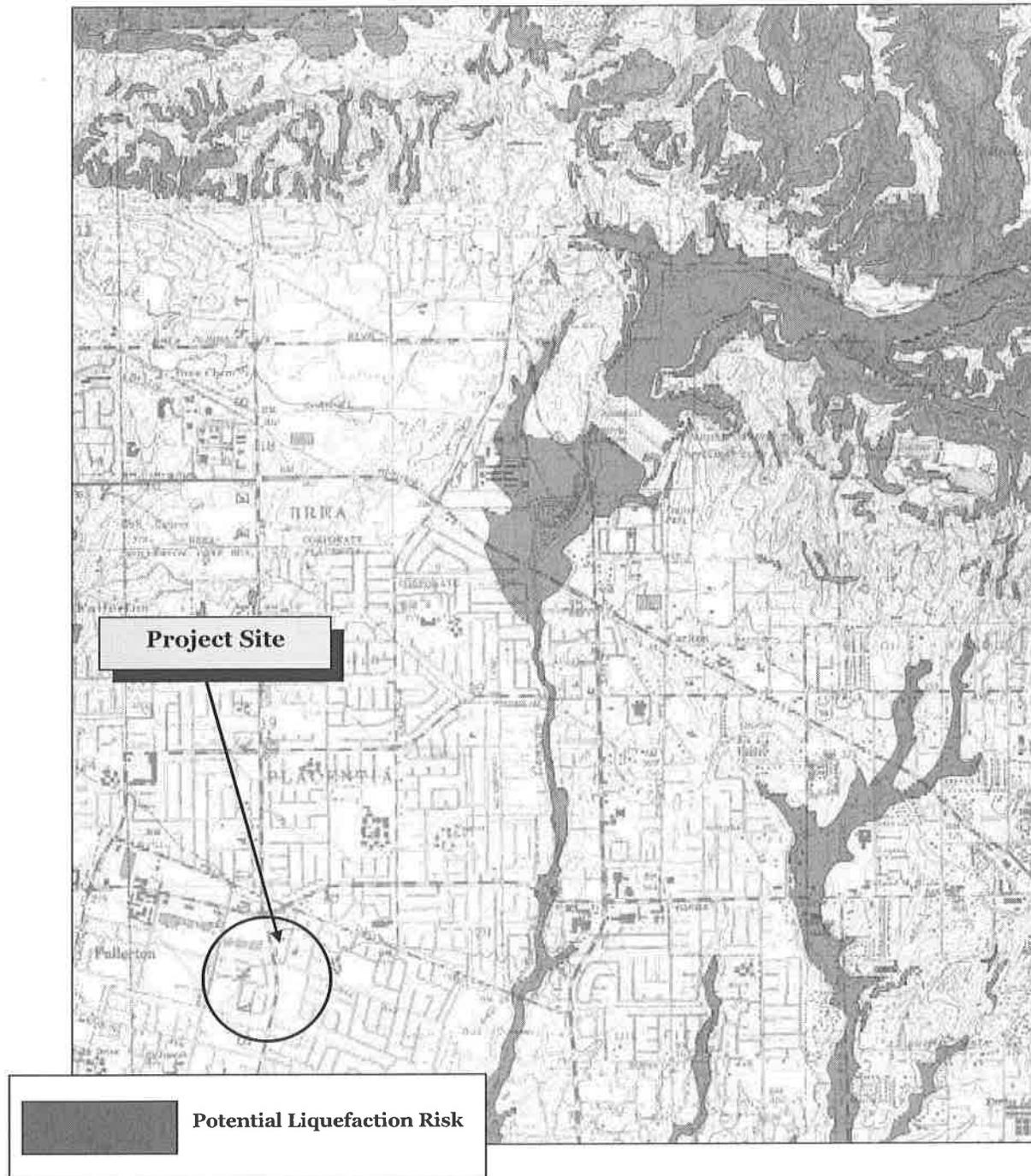


EXHIBIT 3-5
LIQUEFACTION POTENTIAL
Source: California Geological Survey

3.6.3 CUMULATIVE IMPACTS

The potential cumulative impacts related to earth and geology is site specific. Furthermore, the analysis herein determined that the implementation of the proposed project would not result in significant adverse impacts related to landform modification, grading or the destruction of a geologically significant landform or feature. As a result, no cumulative earth and geology impacts will occur as part of the proposed project's implementation.

3.6.4 MITIGATION MEASURES

The analysis determined that the proposed project would not result in any significant impacts. As a result, no mitigation is required.

3.7 GREENHOUSE GAS EMISSIONS

3.7.1 THRESHOLDS OF SIGNIFICANCE

According to the City of Placentia, a project may be deemed to have a significant adverse impact on greenhouse gas emissions if it results in any of the following:

- The generation of greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment; and,
- The potential for conflict with an applicable plan, policy or regulation adopted for the purpose of reducing emissions of greenhouse gasses.

3.7.2 ENVIRONMENTAL ANALYSIS

A. Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment? Less Than Significant Impact.

The passage of Assembly Bill (AB) 32, the California Global Warming Solutions Act of 2006, established the California target to achieve reductions in GHG to 1990 GHG emission levels by the year 2020.³⁹ The proposed project is an infill residential development on a site that was previously underutilized. The proposed project is also consistent with the City of Placentia Housing Element and the attendant housing strategies that are designed to help the City meet its Regional Housing Needs Allocation (RHNA). The State also supports such infill initiatives as a means to meet the State's sustainable development objectives. As a result, the impacts related to additional greenhouse gas emissions resulting from the proposed project's implementation are considered to be less than significant.

³⁹ California, State of. OPR Technical Advisory – CEQA and Climate Change: Addressing Climate Change through the California Environmental Quality Act (CEQA) Review. June 19, 2008.

B. Would the project conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing emissions of greenhouse gasses? Less than Significant Impact.

The proposed project will be consistent with the California Environmental Protection Agency Climate Action Team’s proposed early action measures to mitigate climate change. These early action measures are designed to ensure that projects meet the Governor’s climate reduction targets, and are documented in the *Climate Action Team Report to Governor Schwarzenegger at the Legislature*, March 2006. The early action measures are also included in the CARB Scoping Plan and are mandated under AB-32. A complete list of CARB Scoping Plan Measures/Recommended Actions needed to obtain AB-32 goals, as well as the Governor’s Executive Order, are referenced in Table 3-4. Table 3-4 also identifies which CARB *Recommended Actions* apply to the proposed project, and of those, whether the proposed project is consistent.

**Table 3-4
 Recommended Actions for Climate Change**

ID #	Sector	Strategy Name	Applicable to Project?	Will Project Conflict With Implementation?
T-1	Transportation	Pavley I and II – Light-Duty Vehicle GHG Standards	No	No
T-2	Transportation	Low Carbon Fuel Standard (Discrete Early Action)	No	No
T-3	Transportation	Regional Transportation-Related GHG Targets	No	No
T-4	Transportation	Vehicle Efficiency Measures	No	No
T-5	Transportation	Ship Electrification at Ports (Discrete Early Action)	No	T-5
T-6	Transportation	Goods-movement Efficiency Measures	No	T-6
T-7	Transportation	Heavy Duty Vehicle Greenhouse Gas Emission Reduction Measure	No	T-7
T-8	Transportation	Medium and Heavy-Duty Vehicle Hybridization	No	T-8
T-9	Transportation	High Speed Rail	No	No
E-1	Electricity and Natural Gas	Increased Utility Energy efficiency programs More stringent Building and Appliance Standards	Yes	No
E-2	Electricity and Natural Gas	Increase Combined Heat and Power Use by 30,000 GWh	No	No
E-3	Electricity and Natural Gas	Renewable Portfolio Standard	No	No
E-4	Electricity and Natural Gas	Million Solar Roofs	No	No
CR-1	Electricity and Natural Gas	Energy Efficiency	Yes	No
CR-2	Electricity and Natural Gas	Solar Water Heating	No	No
GB-1	Green Buildings	Green Buildings	No	No
W-1	Water	Water Use Efficiency	Yes	No
W-2	Water	Water Recycling	No	No

**Table 3-4
 Recommended Actions for Climate Change (continued)**

ID #	Sector	Strategy Name	Applicable to Project?	Will Project Conflict With Implementation?
W-3	Water	Water System Energy Efficiency	Yes	No
W-4	Water	Reuse Urban Runoff	No	No
W-5	Water	Increase Renewable Energy Production	No	No
W-6	Water	Public Goods Charge (Water)	No	No
I-1	Industry	Energy Efficiency and Co-benefits Audits for Large Industrial Sources	No	No
I-2	Industry	Oil and Gas Extraction GHG Emission Reduction	No	No
I-3	Industry	GHG Leak Reduction from Oil and Gas Transmission	No	No
I-4	Industry	Refinery Flare Recovery Process Improvements	No	No
I-5	Industry	Removal of Methane Exemption from Existing Refinery Regulations	No	No
RW-1	Recycling and Waste Management	Landfill Methane Control (Discrete Early Action)	No	No
RW-2	Recycling and Waste Management	Additional Reductions in Landfill Methane – Capture Improvements	No	No
RW-3	Recycling and Waste Management	High Recycling/Zero Waste	Yes	No
F-1	Forestry	Sustainable Forest Target	No	No
H-1	High Global Warming Potential Gases	Motor Vehicle Air Conditioning Systems (Discrete Early Action)	No	No
H-2	High Global Warming Potential Gases	SF6 Limits in Non-Utility and Non-Semiconductor Applications (Discrete Early Action)	No	No
H-3	High Global Warming Potential Gases	Reduction in Perfluorocarbons in Semiconductor Manufacturing (Discrete Early Action)	No	No
H-4	High Global Warming Potential Gases	Limit High GWP Use in Consumer Products (Discrete Early Action, Adopted June 2008)	No	No
H-5	High Global Warming Potential Gases	High GWP Reductions from Mobile Sources	No	No
H-6	High Global Warming Potential Gases	High GWP Reductions from Stationary Sources	No	No
H-7	High Global Warming Potential Gases	Mitigation Fee on High GWP Gases	No	No
A-1	Agriculture	Methane Capture at Large Dairies	No	No

Source: California Air Resources Board, *Assembly Bill 32 Scoping Plan*, 2008.

Of the 39 measures identified, those that would be considered to be applicable to the proposed project include actions related to electricity and natural gas use and water conservation. AB-32 requires California to reduce its GHG emissions by approximately 28 to 33 percent below business as usual. Potential indirect GHG emissions could also be generated by incremental electricity consumption and waste generation. The proposed project would not be in conflict with adopted initiatives designed to control GHG emissions in the coming years. The project will also involve the reuse of an existing urban property and “infill development” which is seen as an important strategy in reducing regional GHG emissions. As a result, the proposed project is not expected to result in any significant impacts related to a conflict with an applicable plan, policy or regulation adopted for the purpose of reducing emissions of greenhouse gasses.

3.7.3 CUMULATIVE IMPACTS

The analysis herein determined that the implementation of the proposed project would not result in any significant adverse impacts related to the emissions of greenhouse gasses. As a result, no significant adverse cumulative impacts will result from the proposed project’s implementation.

3.7.4 MITIGATION MEASURES

The analysis of potential impacts related to greenhouse gas emissions indicated that no significant adverse impacts would result from the proposed project’s implementation. As a result, no mitigation measures are required.

3.8 HAZARDS & HAZARDOUS MATERIALS

3.8.1 THRESHOLDS OF SIGNIFICANCE

According to the City of Placentia, a project may be deemed to have a significant adverse impact on risk of upset and human health if it results in any of the following:

- The creation of a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials;
- The creation of a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment;
- The generation of hazardous emissions or the handling of hazardous or acutely hazardous materials, substances or waste within one-quarter mile of an existing or proposed school;
- Locating the project on a site that is included on a list of hazardous material sites compiled pursuant to Government Code Section 65962.5 resulting in a significant hazard to the public or the environment;

- Locating the project within an area governed by an airport land use plan, or where such a plan has not been adopted, within two miles of a public airport or a public use airport;
- Locating the project in the vicinity of a private airstrip that would result in a safety hazard for people residing or working in the project area;
- The impairment of the implementation of, or physical interference with, an adopted emergency response plan or emergency evacuation plan; or,
- The exposure of people or structures to a significant risk of loss, injury or death involving wild land fire, including where wild lands are adjacent to urbanized areas or where residences are intermixed with wild lands.

3.8.2 ANALYSIS OF ENVIRONMENTAL IMPACTS

A. *Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials? Less than Significant Impact with Mitigation.*

AB Geoscience & Environmental Consultants performed a Phase I Environmental Site Assessment for the project site (1128 through 1280 North Kraemer Boulevard). The key findings of the Phase I analysis, which included a detailed record search of various governmental databases, are summarized below: ⁴⁰

- *US EPA National Priority List (NPL)* is the EPA's database of uncontrolled or abandoned hazardous waste sites identified for priority remedial actions under the Superfund program. No site was recorded in the NPL list within one mile of the project site.
- *Proposed National Priority List (PNPL)* is the EPA's database of uncontrolled or abandoned hazardous waste sites proposed for priority remedial actions under the Superfund program. No site was recorded in the PNPL list within a one-mile radius of the project site.
- *US EPA Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS)* contains sites, which are either proposed to be or are on the NPL and sites, which are in the screening assessment phase for possible inclusion on the NPL. No site was recorded in CERCLIS list within ½-mile of the project site.
- *US EPA RCRA Corrective Actions (CORRACTS)* includes sites that are undergoing "corrective action." Corrective actions may be required beyond the facility's boundary and can be required regardless of when the release occurred, even if it predates RCRA. No site was recorded in CORRACTS list within one mile of the project site.

⁴⁰ AB Geosciences and Environmental Consultants, Inc. Phase I Environmental Assessment [prepared for] 1128 through 1280 N. Kraemer Boulevard. Placentia, California. April 17, 2006.

- *Resource Conservation and Recovery Information System (RCRIS-TSD)* includes selective information on a site, which generate, transport, stores, treats, and /or dispose of hazardous waste as defined by RCRA. No site was recorded in RCRIS-TDS list within ½-mile of the project site.
- *Resource Conservation and Recovery Information System (RCRIS-LQGs)* includes selective information on-site, which generate, transport, stores, treats, and /or dispose of hazardous waste in quantity of over 1,000 kilograms per month. No site was recorded in the RCRIS-LQGs list within ¼-mile of the project site.
- *Resource Conservation and Recovery Information System (RCRIS)* includes selective information on-site, which generate, transport, stores, treats, and /or dispose of hazardous waste in quantity of 100 to 1,000 kilograms per month. No sites were recorded in RCRIS list within ¼-mile of the project site.
- *Emergency Response Notification System (ERNS)* is a national database used to collect information on reported releases of oil and hazardous substances. The project site is not reported in the ERNS list.
- *Biennial Reporting System (BRS)* is a National system administered by the EPA that collects data on the generation and management of hazardous waste. BRS captures detailed data from two sources: Large Quantity Generators (LQG) and Treatment, Storage, and Disposal Facilities. No site was reported under the BRS list that is located within one mile of the project site.
- *Superfund (CERCLIS) Consent Decrees (CONSENT)* includes major legal settlements that establish responsibility and standards for cleanup at NPL (Superfund) sites, released periodically by United States District Courts after settlement by parties to litigation matters. No site was reported under the CONSENT list that is located within one mile of the project site.
- *Records of Decision (ROD)* documents mandate a permanent remedy at an NPL (Superfund) site containing technical and health information to aid in the cleanup. No site was reported in the ROD list that is located within one mile of the project site.
- *National Priority List Deletions (DELISTED NPL)* contains site, which has been deleted from NPL. In accordance with 40 CFR 300.425. (e), sites may be deleted from the NPL, where no further response is appropriate. No site was reported in the DELISTED NPL list that is located within one mile of the project site.
- *Facility Index System/Facility Identification Initiative Program Summary Report (FINDS)* contains both facility information and other sources of information that contain more detail. Databases include: PCS, AIRS, DOCKET, C-DOCKET, FURS, FFIS, STATE, and PADs. The project site is not reported in the FINDS list.

- *Hazardous Materials Information Reporting System (HMIRS)* contains hazardous material spill incidents reported to the Department of Transportation (DOT). The project site is not reported in the HMIRS list.
- *PCB Activity Database System (PADS)* identifies generators, transporters, commercial storers, and/or brokers and disposers of PCBs who are required to notify the EPA of such activities. The project site is not reported in the PADS list.
- *Brownfields Sites (US BROWNFIELDS)* list includes listing of Brownfields properties addressed by cooperative agreement recipients and Brownfields properties addressed by Targeted Brownfields Assessments (TBA). No site was reported in the US BROWNFIELDS list that is located within ½-mile of the project site.
- *Risk Management Plans (RMP)* includes companies with existing Risk Management Plan. Under the Clean Air Act Amendments of 1990, the Risk Management Program Rules (RPM Rule), requires that all companies that use certain flammable and toxic substances develop a Risk Management Plan. No site was reported under the RMP list that is located within one mile of the project site.
- *Toxic Chemical Release Inventory System (TRIS)* is a National US EPA database used to collect information on sites reported with releases of toxic materials to the air, land, and water in reportable quantities. The project site is not reported in the TRIS list.
- *Toxic Substance Control Act (TSCA)* identifies manufacturers and importers of chemical substances by plant sites. The project site is not reported in the TSCA list.
- *Annual Workplan Sites (AWP)*, California DTSC's AWP identifies known hazardous substance sites targeted for cleanup. No site was reported under the AWP list that is located within one mile of the project site.
- *CalSites Database (CAL-SITES)* database contains potential or confirmed hazardous substance release properties. In 1996, California EPA reevaluated and significantly reduced the number of sites in the CAL-SITES database. No site was reported under the CAL-SITE list that is located within one mile of the project site.
- *California Hazardous Material Incident Report System (CHMIRS)* contains information on reported hazardous material incidents (accidental releases or spill). The project site is not reported in the CHMIRS list.
- *Hazardous Wastes & Substances Sites List (CORTESE)* is a State database used to collect information on-site with reported hazardous waste. One site was reported under the CORTESE list, within ½-mile of the site (Texaco Service Station 3370 Yorba Linda Boulevard, Fullerton).

- *Proposition 65 Records (NOTIFY 65)* contains facility notifications about any release, which could impact drinking water and thereby expose the public to a potential health risk. One site was reported in the NOTIFY 65 list as being within one mile of the site (Sad Performance 101 South Bradford Avenue, Placentia).
- *Solid Waste Information System (SWIS)* is an inventory of active, closed, and inactive landfills records typically contain an inventory of solid waste disposal facilities or landfills. No site was reported in the SWIS list as being within 1/2-mile of the project site.
- *Waste Management Unit Database (MMUDS/SWAT)* is used by the State Water Resources Control Board staff and the Regional Water Quality Control Board for program tracking and inventory of waste management units. No site was reported under the WMUDS/SWAT list as being located within 1/2-mile of the project site.
- *Leaking Underground Storage Tank Information System (LUST)* databases are provided by the Cal EPA and Regional Water Quality Control Board. Five sites were reported under the LUST list as being within 1/2-mile of the site: USPS Placentia Post Office (1400 N. Kraemer Boulevard, Placentia), ARCO #6226 (102 E. Yorba Linda Boulevard, Placentia), Texaco Service Station (3370 Yorba Linda Boulevard, Fullerton), Unocal # 5483 (8013 Kraemer Avenue, Placentia), and TOSCO – 76 #5483 (801 S. Kraemer Boulevard, Placentia).
- *California Bond Expenditure Plan (CA BOND EXP. PLAN)*. The Department of Health Services developed a site-specific expenditure plan as the basis for an appropriation of Hazardous Substance Cleanup Bond Act funds. No site was reported under the CA BOND EXP. PLAN list as being located within one mile of the project site.
- *Active UST Facilities (CA UST)* is a database gathered from local regulatory agencies. Four sites were reported under the CA UST list as being within 1/4-mile of the site: USPS Placentia Post Office (1400 N. Kraemer Boulevard, Placentia), ARCO #6226 (102 E. Yorba Linda Boulevard, Placentia), Texaco Service Station (3370 Yorba Linda Boulevard, Fullerton), and Unocal #5483 (8013 Kraemer Avenue, Placentia).
- *Voluntary Cleanup Program Properties (VCP)* contains low-threat level properties with either confirmed or unconfirmed releases and project proponents have requested that DTSC oversee investigation and/or cleanup activities. No site was reported under the VCP list as being located within 1/2-mile of the project site.
- *CA FED UST* contains a historical listing of active and inactive underground storage tanks from the State Water Resources Control Board. No site was reported under the CA FID UST list as being located within 1/4-mile of the project site.
- *Hazardous Substance Storage Container Database (HIST UST)* contains a historical listing of UST sites. Refer to local/County source for current data. No site was reported under the HIST UST list as being located within 1/4-mile of the project site.

- *Above-ground Storage Tank Facilities (AST)* contains all registered above-ground storage tanks. The project site is not reported in the AST list.
- *Cleaner Facilities (CLEANERS)* contains a list of drycleaner related facilities that have EPA ID numbers. No site was reported under the CLEARERS list as being located within ¼-mile of the project site.
- *Discharge System (CAWDS)* is a list of sites, which have been issued waste discharge requirements. The project site is not reported in the CAWDS list.
- *List of Deed Restriction (DEED)*. The use of recorded land use restrictions is one of the methods the DSTC uses to protect the public from unsafe exposure to hazardous substances and wastes. The project site is not reported in the DEED list.
- *Emission Inventory Data (EMI)* contains toxics and criteria pollutant emissions data collected by the ARB and local air pollutant agencies. The project site is not reported under the EMI list.
- *Properties Needing Further Evaluation (NFE)* contains properties that are suspected of being contaminated. These are unconfirmed contaminated properties that need to be assessed using the PEA process. PEA in progress indicates properties where DSTC is currently conducting a PEA. PEA indicates properties where DTSC has determined a PEA is required, but not currently underway. No site was reported under the NFE list that is located within ¼-mile of the project site.
- *Facility and Manifest Data (HAZNET)* is extracted from the copies of hazardous waste manifests received each year by the DSTC. The project site is not reported in the HAZNET list.
- *California Regional Water Quality Control Board (RWQCB)* maintains a regional file for leaks, investigation, and cleanup cost recovery. No site was reported under this list that is located within ½-mile of the project site.⁴¹

The project will involve the demolition of the existing single-family unit and the removal of the existing debris (abandoned vehicles, containers, machinery, etc.) located throughout the site. During these activities, lead and/or asbestos containing materials may be encountered. As a result, the following mitigation is required:

- The Applicant, and the contractors, must adhere to all requirements governing the handling, removal, and disposal of asbestos-containing materials, lead paint, underground septic tanks, and other hazardous substances and materials that may be encountered during demolition and land clearance activities. Documentation as to the amount, type of, and evidence of disposal of materials at an appropriate hazardous material landfill site shall be provided to the Chief Building Official prior to the issuance of the Building Permits. Any contamination encountered during the

⁴¹ AB Geosciences and Environmental Consultants, Inc. Phase I Environmental Assessment [prepared for] 1128 through 1280 N. Kraemer Boulevard. Placentia, California. April 17, 2006.

demolition, grading, and/or site preparation activities must also be removed and disposed of in accordance with State and Federal law prior to the issuance of any building permit.

The aforementioned mitigation will reduce the potential impact to levels that are considered to be less than significant.

B. Would the project create a significant hazard to the public or the environment, or result in reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment? Less than Significant Impact.

Future on-site demolition and site clean-up activities must comply with all pertinent requirements of the Fire Department, SCAQMD, Regional Water Quality Control Board, California Department of Toxic Substances Control, and other pertinent regulatory agencies. Compliance with the regulations of these agencies will reduce the potential risk to levels that are less than significant (refer to Subsection A). The use of any hazardous materials will be limited to those that are commercially available and typically used in a household setting. As a result, the impacts will be less than significant.

C. Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school? Less than Significant Impact.

Single-family residential units abut the project site on the north, east, and south sides. The Blessed Sacrament Church and commercial development are located immediately north of the project site, on the north side of Morse Avenue. Morse Elementary School and Kraemer Middle School are located approximately 880 feet northeast and 2,500 feet southwest of the site, respectively. Because of the nature of the proposed use (residential), no hazardous or acutely hazardous materials will be emitted that may affect a school site. As a result, no impacts from the future uses are anticipated. The project will involve the demolition of the existing single-family unit and the removal of the existing orchard trees. During these activities, lead and/or asbestos containing materials may be encountered. The mitigation identified in Subsection A addresses potential impacts associated with demolition and site preparation activities. As a result, the potential impacts will be less than significant.

D. Would the project be located on a site, which is included on a list of hazardous material sites compiled pursuant to Government Code Section 65962.5, and, as a result, would it create a significant hazard to the public or the environment? No Impact.

The proposed project site is not included on a hazardous sites list compiled pursuant to Government Code Section 65962.5. In fact, no Cortese sites are found in the City of Placentia.⁴² One site was reported under the CORTESE list, within ½-mile of the site (Texaco Service Station 3370 Yorba Linda Boulevard, Fullerton). As a result, no impacts will occur with respect to locating a potential development on a site included on a hazardous list pursuant to the Government Code.

⁴² California, State of, Department of Toxic Substances Control, *DTSC's Hazardous Waste and Substances Site List - Site Cleanup (Cortese List)*, 2009.

E. Would the project be located within an airport land use plan, or where such a plan has not been adopted, within two miles of a public airport or a public use airport, would the project result in a safety hazard for people residing or working in the project area? No Impact.

The City of Placentia is not located within two miles of an operational public airport. The nearest airport, Fullerton Airport, is located approximately seven miles to the southwest. The John Wayne Airport is located approximately 16 miles to the south, and the Los Angeles International Airport (LAX) is located approximately 32 miles to the west.⁴³ As a result, the proposed project's implementation will not present a safety hazard to aircraft and/or airport operations at a public use airport.

F. For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area? No Impact.

The City of Placentia is not located within two miles of an operational private airport or airstrip.⁴⁴ As a result, the proposed project will not present a safety hazard related to aircraft and/or airport operations at a private use airstrip.

G. Would the project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan? No Impact.

At no time will any designated emergency evacuation routes be closed to vehicular traffic as a result of the proposed project's implementation. The project contractors will be required to submit a construction and staging plan to the City for approval. Thus, no impacts on emergency response or evacuation plans will result from the project's construction.

H. Would the project expose people or structures to a significant risk of loss, injury or death involving wild lands fire, including where wild lands are adjacent to urbanized areas or where residences are intermixed with wild lands? No Impact.

The adjacent properties are developed and the site's development will result in the elimination of debris and unmaintained landscaping that currently presents a fire risk.⁴⁵ There are no areas of *native* vegetation found within the properties located adjacent to the project site. As a result, there is no wildfire risk from the project site or the adjacent properties.

⁴³ United States Geological Survey. TerraServer USA. *The National Map – Placentia, California*. July 1, 1979.

⁴⁴ Google Maps. 2011.

⁴⁵ United States Geological Survey. TerraServer USA. *The National Map – Placentia, California*. July 1, 1979.

3.8.3 CUMULATIVE IMPACTS

The potential impact related to hazardous materials is site specific. Furthermore, the analysis herein also determined that the implementation of the proposed project would not result in any significant unmitigable impacts related to hazards and/or hazardous materials. As a result, no significant adverse cumulative impacts will result from the proposed project's implementation.

3.8.4 MITIGATION MEASURES

The environmental analysis determined that there may be a potential for hazardous materials to be encountered during the demolition and land clearance phases of development. As a result, the following mitigation measure is required:

Mitigation Measure 8 (Hazardous Materials Impacts). The Applicant, and the contractors, must adhere to all requirements governing the handling, removal, and disposal of asbestos-containing materials, lead paint, underground septic tanks, and other hazardous substances and materials that may be encountered during demolition and land clearance activities. Documentation as to the amount, type, and evidence of disposal of materials at an appropriate hazardous material landfill site shall be provided to the Chief Building Official prior to the issuance of the Building Permits. Any contamination encountered during the demolition, grading, and/or site preparation activities must also be removed and disposed of in accordance with State and Federal law prior to the issuance of the building permit.

The aforementioned mitigation measure will reduce the potential hazardous materials impacts to levels that are less than significant.

3.9 HYDROLOGY & WATER QUALITY

3.9.1 THRESHOLDS OF SIGNIFICANCE

According to the City of Placentia, a project may be deemed to have a significant adverse environmental impact on water resources or water quality if it results in any of the following:

- A violation of any water quality standards or waste discharge requirements;
- A substantial depletion of groundwater supplies or interference with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level;
- A substantial alteration of the existing drainage pattern of the site or area through the alteration of the course of a stream or river in a manner that would result in substantial erosion or siltation on- or off-site;

- A substantial alteration of the existing drainage pattern of the site or area, including the alteration of the course of a stream or river, in a manner that would result in flooding on- or off-site;
- The creation or contribution of water runoff that would exceed the capacity of existing or planned storm water drainage systems or the generation of substantial additional sources of polluted runoff;
- The substantial degradation of water quality;
- The placement of housing within a 100-year flood hazard area as mapped on a Federal Flood Hazard Boundary, Flood Insurance Rate Map, or other flood hazard delineation map;
- The placement of structures within 100-year flood hazard areas that would impede or redirect flood flows;
- The exposure of people or structures to a significant risk of flooding as a result of dam or levee failure; or
- The exposure of a project to inundation by seiche, tsunami or mudflow.

3.9.2 ANALYSIS OF ENVIRONMENTAL IMPACTS

A. Would the project violate any water quality standards or waste discharge requirements? Less than Significant Impact with Mitigation.

The project is considering the approval of a 78-unit, single-family residential development. The project site is currently developed, though the majority of the property consists of pervious land cover (the yard area and the former orchard). Pre-development, this site is approximately 95% pervious and 5% impervious. Following the site's development, this site will be approximately 21% pervious and 79% impervious. In the absence of mitigation, the impervious surfaces (internal driveways, parking areas, etc.) that will be constructed as part of the site's redevelopment could lead to the presence of debris, leaves, soils, oil/grease, and other pollutants within the parking areas.⁴⁶ These pollutants may enter the storm drain system during periods of rainfall.

The proposed project will be required to implement storm water pollution control measures pursuant to the National Pollutant Discharge Elimination System (NPDES) requirements. The Applicant will be required to prepare a Water Quality Management Plan (WQMP) utilizing Best Management Practices (BMPs) to control or reduce the discharge of pollutants to the maximum extent practicable. The WQMP will also identify post-construction BMPs that will be the responsibility of the homeowners association to implement over the life of the project.

⁴⁶ Blodgett/Baylosis Associates. Site Survey (Site survey was conducted on November 26, 2012).

In addition, the following mitigation is required as part of this project to ensure that potential water quality impacts are mitigated:

- Prior to issuance of any grading permit for the project that will result in soil disturbance of one or more acres of land, the Applicant shall demonstrate that coverage has been obtained under California's General Permit for Stormwater Discharges Associated with Construction Activity by providing a copy of the Notice of Intent (NOI) submitted to the State Water Resources Control Board and a copy of the subsequent notification of the issuance of a Waste Discharge Identification (WDID) Number or other proof of filing shall be provided to the Chief Building Official and the City Engineer.
- The Applicant shall prepare and implement a Storm Water Pollution Prevention Plan (SWPPP). The SWPPP shall be submitted to the Chief Building Official and City Engineer prior to the issuance of a grading permit. The Applicant shall register their SWPPP with the State of California. A copy of the current SWPPP shall be kept at the project site and be available for review on request.

With the aforementioned mitigation, the impacts will be less than significant.

B. Would the project substantially deplete groundwater supplies or interfere substantially with groundwater recharge in such a way that would cause a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of a pre-existing nearby well would drop to a level which would not support existing land uses or planned uses for which permits have been granted)? No Impact.

Soil deposits within the project area consist of Holocene alluvium, beach sand, and artificial fill. This Holocene alluvium is described as unconsolidated and poorly consolidated sand, silt, and clay deposited as stream channels and the depth of these deposits range up to 175 feet in thickness. The Pleistocene stream terrace and alluvial deposits are reddish-brown, semi-consolidated silt, sand, and gravel. The lower part of the Holocene alluvium sediments consists of inter-fingering lenses of coarse sand and gravel overlain by a relatively impermeable clay cap. This area of inter-fingering lenses of coarse sand and gravel is part of the Upper Aquifer. The Upper Aquifer ranges from 100 to 200 feet thick and includes the Talbert aquifer and numerous semi-perched aquifers of limited extent. The Talbert aquifer contains geographically confined water that is yielded freely to many wells in the area. The Middle Aquifer system ranges from 50 to over 1,600 feet thick, and includes the Main aquifer, which yields large quantities of fresh water to wells.⁴⁷

The proposed project's implementation will not involve any excavation that would affect a local aquifer. In addition, the proposed project will not affect any existing water well. As a result, no significant adverse impacts are anticipated.

⁴⁷ AB Geosciences and Environmental Consultants, Inc. Phase I Environmental Assessment [prepared for] 1128 through 1280 N. Kraemer Boulevard. Placentia, California. April 17, 2006.

C. Would the project substantially alter the existing drainage pattern of the site or area, including the alteration of the course of a stream or river, in a manner, which would result in substantial erosion or siltation on- or off-site? No Impact.

There are no designated “blue line streams” or “Waters of the U. S.” located within the project site. The project will not affect or alter any existing drainage pattern of a stream or river.⁴⁸ No changes to any existing stream bed will occur as a result of the proposed project’s implementation and, as a result, no significant adverse impacts are anticipated.

D. Would the project substantially alter the existing drainage pattern of the site or area, including the alteration of the course of a stream or river, in a manner, which would result in flooding on- or off-site? No Impact.

The proposed project’s implementation will not impact any designated blue-line stream, drainage course, or “Waters of the U. S.” as indicated in the previous section. No other natural stream channels remain within the affected area. As a result, no impacts are anticipated.

E. Would the project create or contribute runoff water that would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff? Less Than Significant Impact with Mitigation.

The project will involve the demolition of the existing single-family unit and the removal of the existing debris (abandoned vehicles, containers, machinery, etc.). In the absence of mitigation, the impervious surfaces (internal driveways, parking areas, etc.) that will be constructed as part of the site’s development could lead to the presence of debris, leaves, soils, oil/grease, and other pollutants within the parking areas.⁴⁹ The following measures are required as a means to address potential storm water impacts:

- All catch basins and public access points that cross or abut an open channel shall be marked by the Applicant with a water quality label in accordance with City standards. This measure must be completed and approved by the City Engineer prior to the issuance of a Certificate of Occupancy.
- The Applicant shall be responsible for the construction of all on-site drainage facilities as required by the City Engineer.

No surface water bodies are found within the project site, or in the immediate vicinity, that would be affected by the project.⁵⁰ The aforementioned mitigation will reduce the potential impacts to levels that are less than significant.

⁴⁸ United States Geological Survey. TerraServer USA. *The National Map – Placentia, California*. July 1, 1979.

⁴⁹ Blodgett/Baylosis Associates. Site Survey (Site survey was conducted on November 26, 2012).

⁵⁰ United States Geological Survey. TerraServer USA. *The National Map. Placentia, California*. July 1, 1979.

F. Would the project otherwise substantially degrade water quality? No Impact.

In the absence of mitigation, the impervious surfaces (internal driveways, parking areas, etc.) that will be constructed as part of the site's development could lead to the presence of debris, leaves, soils, oil/grease, and other pollutants within the parking areas.⁵¹ Previous mitigation will address this issue. As a result, no significant adverse impacts are anticipated.

G. Would the project place housing within a 100-year flood hazard area as mapped on a Federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map? No Impact.

The proposed project site is located outside of a designated 100-year flood zone (Zone X) according to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps.⁵² Therefore, no flood-related impacts with respect to the placement of housing within a 100-year flood zone will occur.

H. Would the project place within a 100-year flood hazard area, structures that would impede or redirect flood flows? No Impact.

The proposed project site is not located within a designated 100-year flood hazard area as defined by FEMA.⁵³ As a result, the future development contemplated as part of the proposed project's implementation will not impede or redirect the flows of potential floodwater, since the proposed project site is not located within a flood hazard area. Therefore, no flood-related impacts are anticipated.

I. Would the project expose people or structures to a significant risk of flooding as a result of dam or levee failure? Less than Significant Impact.

The City is located within the potential inundation area of the Carbon Canyon Dam and the Prado Dam. The Carbon Canyon Dam, an earthen structure with a capacity of 6,614 acre-feet, is located approximately one mile north of Placentia. The structure provides flood protection to the Cities of Placentia, Brea, Yorba Linda, Anaheim, Fullerton, Buena Park and unincorporated areas of the County of Orange. If an inundation event should occur as a result of dam failure, floodwaters are expected to generally follow the path of the Carbon Canyon Creek Channel. Floodwaters may potentially reach the SR-91 Freeway in the southern portion of the City. Prado Dam, designed in the 1930s, is located approximately 18 miles east of Placentia in Riverside County. The functioning capability of the Dam was increased (as of November 1999) due to the completion of the Seven Oaks Dam located approximately 40 miles upstream on the Santa Ana River. During a flood, the Seven Oaks Dam will store water intended for Prado Dam. Once the flood threat at Prado Dam passes, Seven Oaks Dam will begin to release its stored floodwater at a rate that does not exceed the downstream channel capacity. Working in tandem, the Prado and Seven Oaks Dams provide increased flood protection to Orange County.⁵⁴ The level of risk is comparable to that of the entire City and, as a result, the impacts to the project site are less than significant.

⁵¹ Blodgett/Baylosis Associates. Site Survey (Site survey was conducted on November 26, 2012).

⁵² Federal Emergency Management Agency. *Flood Insurance Rate Maps*. 2010 (as amended).

⁵³ Ibid.

⁵⁴ Placentia, City of. *Placentia General Plan, Safety Element (Administrative Draft)*. November 2003.

J. *Would the project result in inundation by seiche, tsunami, or mudflow? No Impact.*

The City of Placentia is located inland approximately 16 miles from the Pacific Ocean and the project area would not be exposed to the effects of a tsunami. There are no naturally-occurring permanent surface water features located within the City. The Tri-City Park, located in the northern portion of Placentia contains a 10-acre manmade lake. In addition, a number of other smaller man-made lakes are found within the Alta Vista Country Club golf course.⁵⁵ No surface water bodies, reservoirs, or volcanoes are located near the project site that would present seiche or volcanic hazards. As a result, no impacts related to seiche, tsunami, or mudflows will result from the implementation of the proposed project.

3.9.3 CUMULATIVE IMPACTS

The potential impacts related to hydrology and storm water runoff are typically site specific. The implementation of the proposed project will not result in any significant adverse impacts related to hydrology. As a result, no cumulative impacts are anticipated.

3.9.4 MITIGATION MEASURES

In addition, the following mitigation is required as part of this project to ensure that potential water quality impacts are mitigated:

Mitigation Measure 9 (Hydrology and Water Quality Impacts). Prior to issuance of any grading permit for the project that will result in soil disturbance of one or more acres of land, the Applicant shall demonstrate that coverage has been obtained under California's General Permit for Stormwater Discharges Associated with Construction Activity by providing a copy of the Notice of Intent (NOI) submitted to the State Water Resources Control Board and a copy of the subsequent notification of the issuance of a Waste Discharge Identification (WDID) Number or other proof of filing shall be provided to the Chief Building Official and the City Engineer.

Mitigation Measure 10 (Hydrology and Water Quality Impacts). The Applicant shall prepare and implement a Storm Water Pollution Prevention Plan (SWPPP). The SWPPP shall be submitted to the Chief Building Official and City Engineer prior to the issuance of a grading permit. The Applicant shall register their SWPPP with the State of California. A copy of the current SWPPP shall be kept at the project site and be available for review on request.

The following measures are required as a means to address potential storm water impacts:

Mitigation Measure 11 (Hydrology and Water Quality Impacts). All catch basins and public access points that cross or abut an open channel shall be marked by the Applicant with a water quality label in accordance with City standards. This measure must be completed and approved by the City Engineer prior to the issuance of a Certificate of Occupancy.

⁵⁵ Placentia, City of. *Placentia General Plan, Safety Element (Administrative Draft)*. November 2003.

Mitigation Measure 12 (Hydrology and Water Quality Impacts). The Applicant shall be responsible for the construction of all on-site drainage facilities as required by the City Engineer.

3.10 LAND USE

3.10.1 THRESHOLDS OF SIGNIFICANCE

According to the City of Placentia, a project may be deemed to have a significant impact on land use and development if it results in any of the following:

- The disruption or division of the physical arrangement of an established community;
- A conflict with an applicable land use plan, policy or regulation of the agency with jurisdiction over the project; or
- A conflict with any applicable conservation plan or natural community conservation plan.

3.10.2 ANALYSIS OF ENVIRONMENTAL IMPACTS

A. *Would the project physically divide or disrupt an established community or otherwise result in an incompatible land use? No Impact.*

The project site is one of the few remaining underutilized properties in Placentia. The southwest corner of the site is currently occupied by a two-storey, single-family residential unit with a detached two-car garage. The northern half of the property is poorly maintained with debris, consisting of inoperable vehicles, trailers, building materials, and old equipment, scattered throughout this portion of the property. The southern half of the property, which includes the residence, is in a better state of maintenance.⁵⁶ The floor area of the existing residential unit is approximately 1,500 square feet. The residence is a wood frame structure with a gable type roof. This existing home will be demolished as part of the project site improvements.⁵⁷ The project site is located along the Kraemer Boulevard corridor that includes a mix of commercial retail, single-family, and multiple-family uses. Land uses immediately adjacent to the project are as follows:

- *North.* Single-family homes are located to the north of the site. These homes have frontage on the south side of Morse Avenue and their rear property lines abut the project site.
- *East.* Single-family homes with frontage along Cypress Point Drive, are located to the east of the site. The rear property lines of these homes abut the project site.
- *South.* Single-family homes abut the project site's south side. These homes have frontage along Fairway Lane. The rear property line of these units abut the project site.

⁵⁶ Blodgett/Baylosis Associates. Site Survey (Site survey was conducted on November 26, 2012).

⁵⁷ United States Geological Survey. TerraServer USA. *The National Map – Placentia, California.* July 1, 1979.

- *West.* Kraemer Boulevard and Angelina Drive are located immediately to the west. The uses located opposite the project site along Kraemer Boulevard and Angelina Drive consists of single-family residential, multi-family residential and commercial/retail uses.

Land uses around the project site are shown in Exhibit 3-6. The proposed development will be confined to the project site. No additional land area will be required to accommodate the proposed use and no division of an existing residential neighborhood will occur as part of the proposed project's implementation. As a result, no significant adverse impacts are anticipated.

B. Would the project conflict with an applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including but not limited to, a general plan, proposed project, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect? Less than Significant Impact.

The proposed project involves the approval of a 78-unit, single-family residential development. The project site is currently designated as *Low-Density Residential* in the City of Placentia General Plan and the corresponding Zoning designation that is applicable to the project site is *Low-Density Residential (R-1)*.⁵⁸ The General Plan and Zoning designations that are applicable to the site and the surrounding area are shown in Exhibits 3-7 and 3-8, respectively.

The current adopted General Plan and Zoning designations that are applicable to the project site permits residential development at a density of six dwelling units per acre translating into a potential development consisting of 47 units. As part of the current General Plan Update, the City is considering designating the project site as *Medium-Density Residential* which permits a density of up to 15 dwelling units per acre. This would allow for the development of up to 118 units on the project site which exceeds the current proposal for 78 units. Although the City of Placentia is currently going through the General Plan Update, the timing for the adoption of the General Plan update may not be in line with the timing for the development of the project site.

⁵⁸ Tierra West Advisors, Inc. Initial Study/Initial Study Checklist [prepared for the] HQT Homes Schaner Ranch Housing Development. April 2012. (The document was not intended for public circulation).

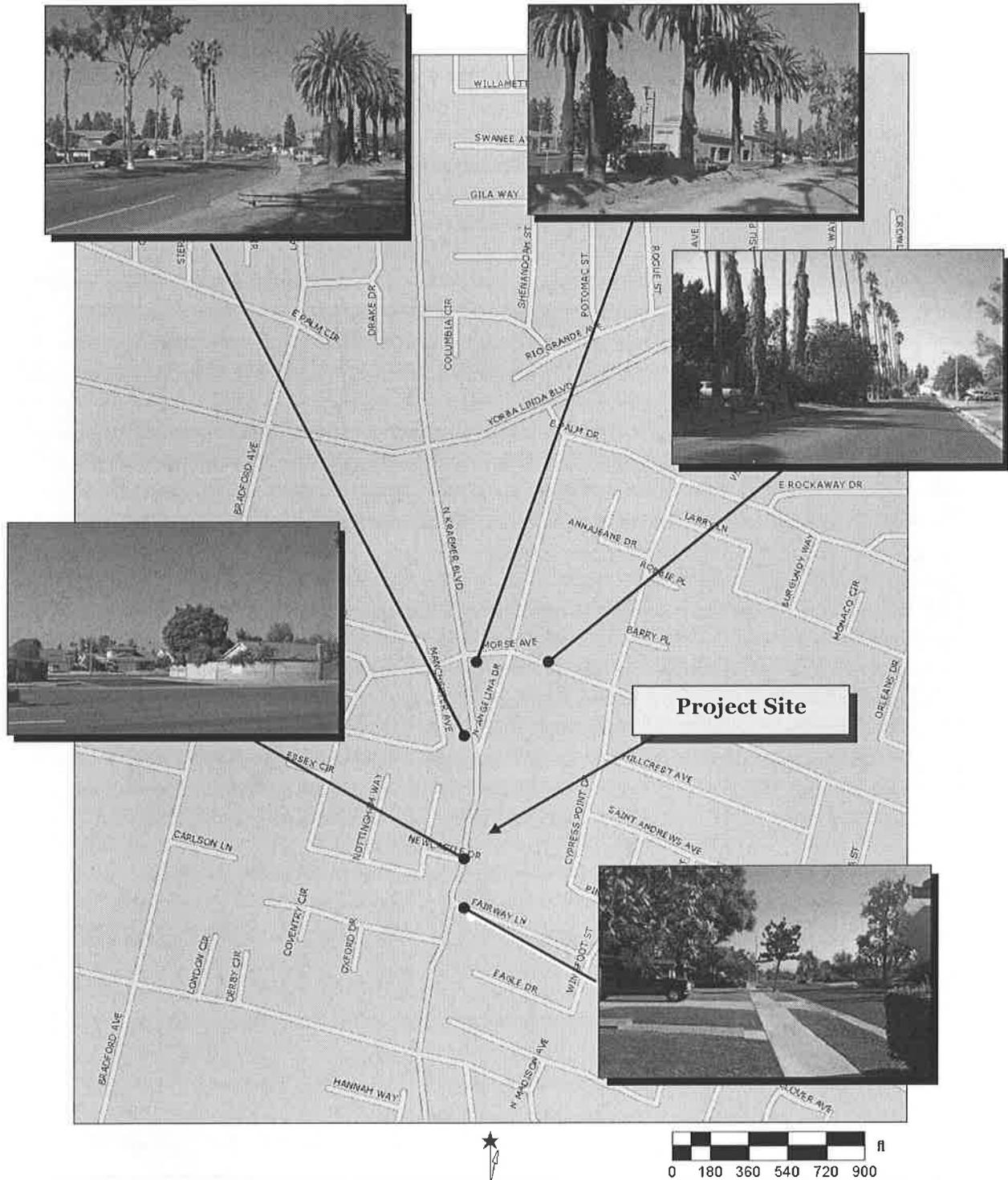


EXHIBIT 3-6
EXISTING LAND USES IN THE AREA
Source: Blodgett/Baylosis Associates

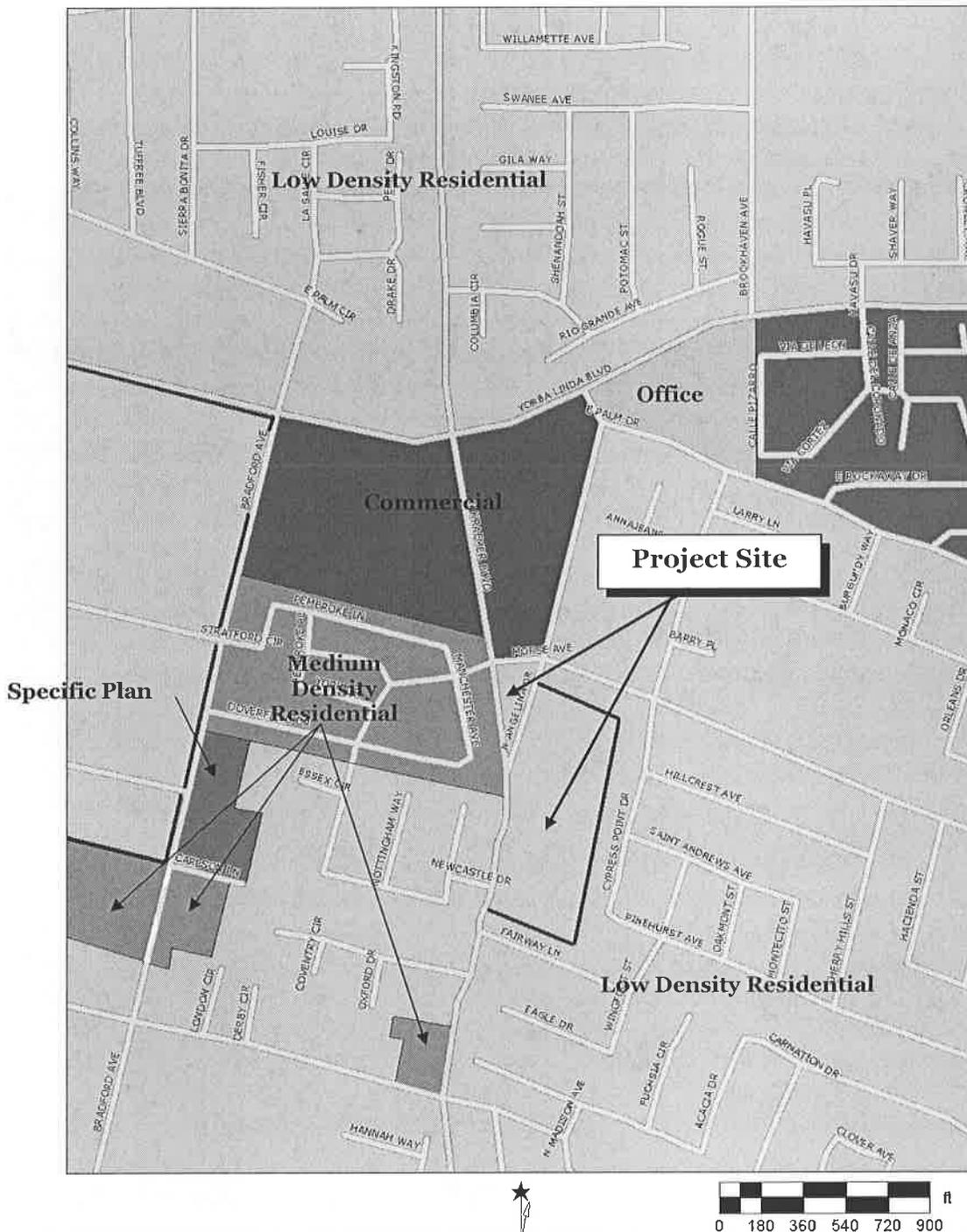


EXHIBIT 3-7
GENERAL PLAN DESIGNATIONS
 Source: City of Placentia

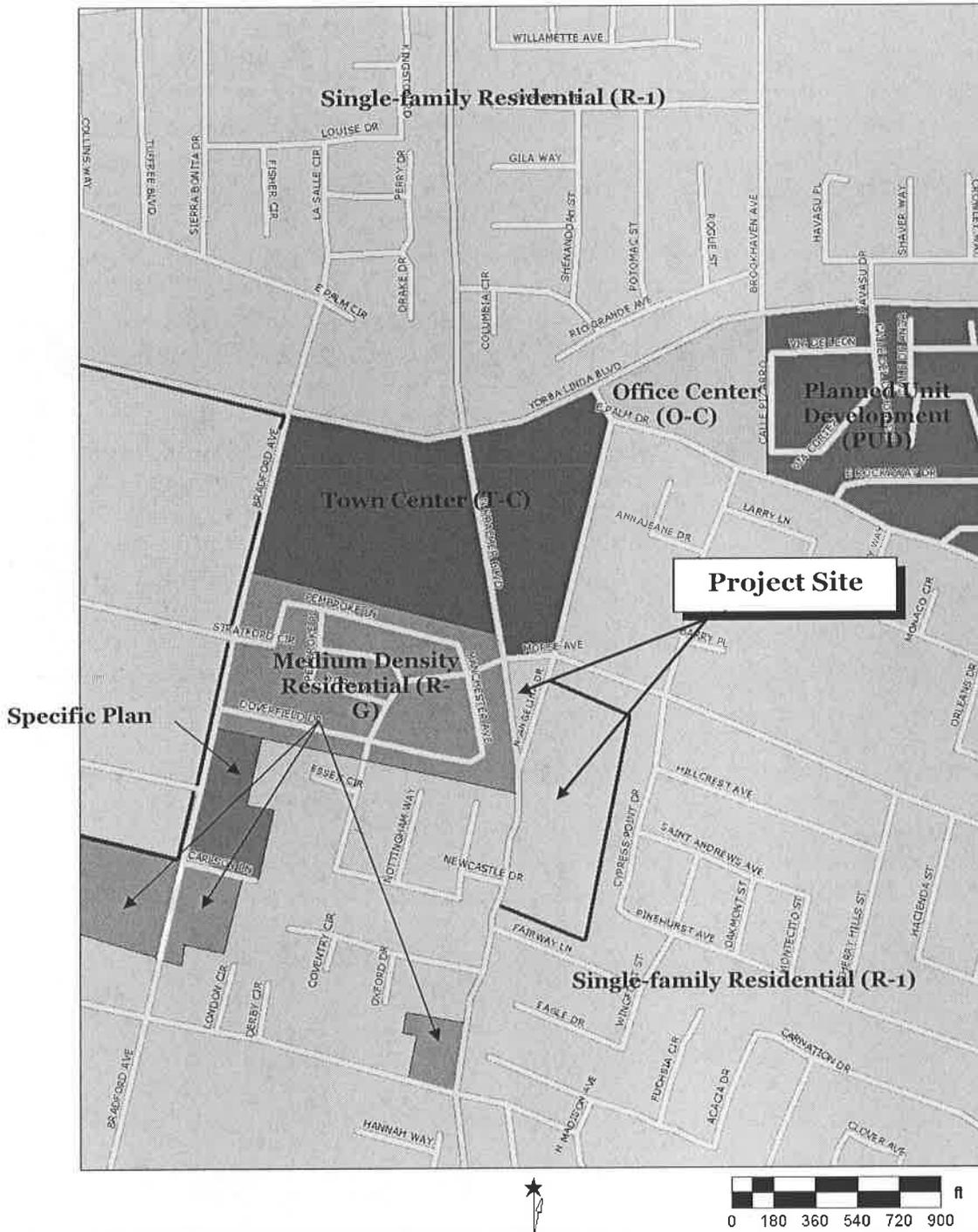


EXHIBIT 3-8
ZONING DESIGNATIONS
Source: City of Placentia

The project Applicant will be required to apply for a General Plan Amendment and Zone Change in addition to approval of a Tract/Parcel Map and other related entitlements. The approval of the General Plan Amendment and Zone Change will enable the proposed project, as it is currently envisioned, to proceed. The proposed project will also assist the City of Placentia in meeting its Regional Housing Needs Assessment (RHNA).⁵⁹ The proposed project site is identified in the Housing Element (Housing Element Program HE-1.7: Vacant and Underutilized Land Inventory) as a site that is available to accommodate Placentia's housing need. As a result, the impacts are considered to be less than significant.

C. Will the project conflict with any applicable habitat conservation plan or natural community conservation plan? No Impact.

No natural open space areas are located within the proposed project site.⁶⁰ In addition, the project site is surrounded by urban development and roadways. Kraemer Boulevard and Angelina Drive extend along the site's western side. Residential development abuts the site on the north, east and south side. The project site and the adjacent parcels are not included within areas that are subject to a habitat conservation plan or a local coastal plan (LCP). As a result, no adverse impacts on local, regional, or State habitat conservation plans will result from the implementation of the proposed project.

3.10.3 CUMULATIVE IMPACTS

The analysis determined that the proposed project would not result in any significant adverse land use impacts. As a result, no significant adverse cumulative land use impacts will occur.

3.10.4 MITIGATION MEASURES

The analysis of land use and development impacts indicated that no significant adverse impacts on land use and development would result from the implementation of the proposed project. As a result, no mitigation measures are required.

3.11 MINERAL RESOURCES

3.11.1 THRESHOLDS OF SIGNIFICANCE

According to the City of Placentia, a project may be deemed to have a significant adverse impact on energy and mineral resources if it results in any of the following:

- The loss of availability of a known mineral resource that would be of value to the region and the residents of the State; or
- The loss of availability of a locally important mineral resource recovery site delineated on a local general plan, proposed project, or other land use plan.

⁵⁹ Tierra West Advisors, Inc. Initial Study/Initial Study Checklist [prepared for the] HQT Homes Schaner Ranch Housing Development. April 2012. (The document was not intended for public circulation).

⁶⁰ Blodgett/Baylosis Associates. Site Survey (Site survey was conducted on November 26, 2012).

3.11.2 ANALYSIS OF ENVIRONMENTAL IMPACTS

- A. *Would the project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the State? No Impact.*

No active or abandoned oil or gas well is located within the project site, though an abandoned dry well is located approximately 250 feet to the west of the project site.⁶¹ The project site is not located within a Significant Mineral Aggregate Resource Area (SMARA) nor is it located in an area with active mineral extraction activities. As a result, no impacts on existing mineral resources will result from the proposed project's implementation.

- B. *Would the project result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, proposed project or other land use plan? No Impact.*

There are no mineral, oil or energy extraction and/or generation activities located within the project site. Review of maps provided by the State Department of Conservation indicated that there are no oil wells located within the project site (refer to the previous discussion).⁶² As a result, the project's implementation will not include any materials that are considered rare or unique. Thus, the proposed project will not result in any significant adverse effects on mineral resources in the region.

3.11.3 CUMULATIVE IMPACTS

The potential impacts on mineral resources are site specific. Furthermore, the analysis determined that the implementation of the proposed project would not result in any impacts on mineral resources and no cumulative impacts will occur.

3.11.4 MITIGATION MEASURES

The analysis of potential impacts related to mineral resources indicated that no significant adverse impacts would result from the proposed project's implementation. As a result, no mitigation measures are required.

⁶¹ AB Geosciences and Environmental Consultants, Inc. Phase I Environmental Assessment [prepared for] 1128 through 1280 N. Kraemer Boulevard. Placentia, California. April 17, 2006.

⁶² Ibid.

3.12 NOISE

3.12.1 THRESHOLDS OF SIGNIFICANCE

According to the City of Placentia, a project may be deemed to have a significant impact on the environment if it results in any of the following:

- The exposure of persons to, or the generation of, noise levels in excess of standards established in the local general plan, noise ordinance or applicable standards of other agencies;
- The exposure of people to, or generation of, excessive ground-borne noise levels;
- A substantial permanent increase in ambient noise levels in the vicinity of the project above levels existing without the project;
- A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project;
- Locating within an area governed by an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or private use airport, where the project would expose people to excessive noise levels; or,
- Locating within the vicinity of a private airstrip that would result in the exposure of people residing or working in the project area to excessive noise levels.

3.12.2 ANALYSIS OF ENVIRONMENTAL IMPACTS

A. Would the project result in exposure of persons to, or generation of, noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies? Less than Significant Impact with Mitigation.

Noise levels may be described using a number of methods designed to evaluate the “loudness” of a particular noise. The most commonly used unit for measuring the level of sound is the decibel (dB). Zero on the decibel scale represents the lowest limit of sound that can be heard by humans. The eardrum may rupture at 140 dB. In general, an increase of between 3.0 dB and 5.0 dB is the ambient noise level that is considered to represent the threshold for human sensitivity. In other words, increases in ambient noise levels of 3.0 dB or less are not generally perceptible to persons with average hearing abilities. Noise levels that are associated with common, everyday activities are illustrated in Exhibit 3-9.

Noise Levels – in dBA

 Serious Injury	165	
	160	
	155	
	150	
 Pain	145	sonic boom
	140	
	135	
	130	
	125	jet take off at 200 ft.
	120	
 Discomfort	115	music in night club interior
	110	motorcycle at 20 ft.
	105	power mower
	100	
	95	freight train at 50 ft.
	90	food blender
	85	electric mixer, light rail train horn
 Range of Typical Noise Levels	80	
	75	
	70	portable fan, roadway traffic at 50 ft.
	65	
	60	dishwasher, air conditioner
	55	
	50	normal conversation
	45	refrigerator, light traffic at 100 ft.
	40	
	35	library interior (quiet study area)
 Threshold of Hearing	30	
	25	
	20	
	15	
	10	rustling leaves
	5	
	0	

EXHIBIT 3-9
TYPICAL NOISE SOURCES AND LOUDNESS SCALE
 Source: Blodgett/Baylosis Associates

Section 23.76.050 (Exterior Noise Standards) of the City of Placentia Municipal Code has established the following *exterior* noise standards for residential zones: 55 dBA between 7:00 AM and 10:00 PM and 50 dBA between 10:00 PM and 7:00 AM. In the event the alleged offensive noise consists entirely of impact noise, simple tone noise, speech, music, or any combination, each of the above noise levels shall be reduced by 5 dBA. It is unlawful for any person at any location within the incorporated area of the City to create any noise, or to allow the creation of any noise on property owned, leased, occupied, or otherwise controlled by such person, when the foregoing causes the noise level, when measured on any other residential, commercial, or industrial property, either incorporated or unincorporated to exceed:

- The noise standards for a cumulative period of time more than 30 minutes in any hour;
- The noise standard plus 5 dBA for a cumulative period of more than 15 minutes in any hour;
- The noise standard plus 10 dBA for a cumulative period of more than 5 minutes in any hour;
- The noise standard plus 15 dBA for a cumulative period of more than one minute in any hour; or
- The noise standard plus 20 dBA for any period of time.

In the event the ambient noise level exceeds any of the first four aforementioned noise limit categories mentioned above, the cumulative period applicable to a category shall be increased to reflect the ambient noise level. In the event the ambient noise level exceeds the fifth noise limit category, the maximum allowable noise level for the residential zones shall be increased to reflect the maximum ambient noise level.

Section 23.76.060 (Interior Noise Standards) of the City's Municipal Code has established the following *interior* noise standards for residential zones: 55 dBA between 7:00 AM and 10:00 PM and 45 dBA between 10:00 PM and 7:00 AM. In the event the alleged offensive noise consists entirely of impact noise, simple tone noise, speech, music, or any combination thereof, each of the above noise levels shall be reduced by 5 dBA. It is unlawful for any person at any location within the incorporated area of the City to create any noise, or to allow the creation of any noise on property owned, leased, occupied, or otherwise controlled by such person, when the foregoing causes the noise level when measured within any other dwelling unit on any residential property, either incorporated or unincorporated, to exceed:

- The interior noise standard for a cumulative period of more than 5 minutes in any hour;
- The interior noise standard plus 5 dBA for a cumulative period of more than one minute in any hour; or
- The interior noise standard plus 10 dBA for any period of time.

In the event the ambient noise level exceeds either of the first two noise limit categories mentioned above, the cumulative period applicable to said category shall be increased to reflect said ambient noise level. In

the event the ambient noise level exceeds the third noise limit category, the maximum allowable noise level under said category shall be increased to reflect the maximum ambient noise level. To characterize ambient noise levels, a field study was conducted within the project site. Noise monitoring was conducted using a Sper Scientific digital sound level meter Model 840029. Noise measurements were taken on the project site's front property line along Kraemer Boulevard. Measurements were taken at 12:00 PM on a Monday (November 26, 2012). The average noise level for the measurement period was 63.03 dBA. The cumulative traffic associated with the proposed project will not be great enough to result in a measurable or perceptible increase in traffic noise (it typically requires a doubling of traffic volumes to increase the ambient noise levels to 3.0 dBA or greater). As a result, the traffic noise impacts resulting from the proposed project's occupancy are deemed to be less than significant. The following measure will further ensure that on-site activities related to the project's occupancy activities do not adversely impact noise sensitive land uses located to the north of the project area:

- Project site activities and uses must conform to the City of Placentia Noise Control Ordinance.

The aforementioned mitigation measure is identified in Section 3.12.4. This measure will reduce the potential impacts to levels that are less than significant.

B. Would the project result in exposure of people to, or generation of, excessive ground-borne noise levels? Less than Significant Impact with Mitigation.

The current noise environment within the area surrounding the project site is dominated by traffic from Kraemer Boulevard. Based on the Federal Highway Administration's (FHWA) traffic noise prediction model, the following noise levels have been projected assuming no noise attenuation measures (sound walls, etc.):

- The 75 dBA contour extends approximately 50 feet from the centerline of Kraemer Boulevard;
- The 71 dBA contour extends approximately 100 feet from the centerline of Kraemer Boulevard;
- The 66 dBA contour extends approximately 200 feet from the centerline of Kraemer Boulevard;
- The 63 dBA contour extends approximately 300 feet from the centerline of Kraemer Boulevard;
and,
- The 60 dBA contour extends approximately 500 feet from the freeway's centerline.

The majority of the project site's land area (approximately 75%) is located in an area where the ambient noise levels are 65 dBA or greater.

Based on the Federal Highway Administration (FHWA) traffic noise prediction model, the future *unmitigated exterior* noise levels forecasted for the dwelling units will range from 60 dBA to 65 dBA, depending on the distance from Kraemer Boulevard and the "line of sight" obstructions provided by the new buildings that will be constructed. The following mitigation is required as a means to address the exterior ambient noise levels:

- The Applicant shall provide a "windows closed" (i.e., mechanical ventilation) in each of the residential dwelling units facing Kraemer Avenue.
- Each dwelling unit will be constructed with weather-stripped solid core exterior doors and exterior wall/roof assemblies shall be insulated to further reduce interior ambient noise levels.
- The Applicant shall ensure that double-paned windows are installed within each of the residential units that have an unobstructed view of Kraemer Boulevard.

These measures will reduce the potential impacts to levels that are less than significant.

C. Would the project result in a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project? Less than Significant Impact.

The cumulative traffic associated with the proposed project will not be great enough to result in a measurable or perceptible increase in traffic noise (it typically requires a doubling of traffic volumes to increase the ambient noise levels to 3.0 dBA or greater). As a result, the traffic noise impacts resulting from the proposed project's occupancy are deemed to be less than significant.

D. Would the project result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project? Less than Significant Impact with Mitigation.

The construction activities related to site preparation and building construction may lead to relatively high noise levels during the construction period. Noise levels associated with various types of construction equipment are summarized in Exhibit 3-10. The noise levels described in Exhibit 3-10 are those that would be expected at a distance of 50 feet from the noise source.

Composite construction noise is best characterized in a study prepared by Bolt, Beranek, and Newman. In the aforementioned study, the noisiest phases of construction are anticipated to be 89 dBA as measured at a distance of 50 feet from the construction activity. This value takes into account both the number of pieces and spacing of the heavy equipment typically used in a construction effort. In later phases during building erection, noise levels are typically reduced from these values and the physical structures further break up line-of-sight noise. However, as a worst-case scenario, the 89 dBA value was used as an average noise level for the construction activities. Based on spreading losses, noise levels could exceed 70 dBA at the property line.

Typical noise levels 50-ft. from source

			70	80	90	100
<i>Equipment Powered by Internal Combustion Engines</i>	<i>Earth Moving Equipment</i>	Compactors (Rollers)		■		
		Front Loaders		■	■	
		Backhoes		■	■	■
		Tractors			■	■
		Scrapers, Graders			■	
		Pavers			■	
		Trucks			■	■
	<i>Materials Handling Equipment</i>	Concrete Mixers		■	■	
		Concrete Pumps			■	
		Cranes (Movable)		■	■	
		Cranes (Derrick)		■	■	
	<i>Stationary Equipment</i>	Pumps	■			
		Generators		■		
		Compressors			■	
	<i>Impact Equipment</i>	Pneumatic Wrenches			■	
Jack Hammers				■	■	
Pile Drivers				■	■	
<i>Other Equipment</i>	Vibrators	■	■			
	Saws		■			

EXHIBIT 3-10
TYPICAL CONSTRUCTION NOISE LEVELS
 Source: Blodgett/Baylosis Associates

The following mitigation measures are required to mitigate potential construction noise impacts:

- The Applicant shall ensure that the contractors conduct demolition and construction activities between the hours of 7:00 AM and 7:00 PM on weekdays and 8:00 AM to 5:00 PM on Saturdays, with no construction permitted on Sundays or Federal holidays.
- The contractors shall notify the nearby schools as to the times and duration of construction activities.

The mitigation measures identified in the preceding section under 3.12.2.C will also address the potential long-term noise impacts.

E. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels? No Impact.

The City of Placentia is not located within two miles of an operational public airport. The nearest airport, Fullerton Airport, is located approximately seven miles to the southwest. The John Wayne Airport is located approximately 16 miles to the south and the Los Angeles International Airport (LAX) is located approximately 32 miles to the west.⁶³ As a result, the proposed project's implementation will not result in any aircraft noise exposure impacts.

F. Within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels? No Impact.

The project site is not located within two miles of an operational private airport. As a result, no impacts related to the exposure of persons to aircraft noise from a private airstrip will result.

3.12.3 CUMULATIVE IMPACTS

The analysis indicated the implementation of the proposed project would not result in any significant unmitigable adverse cumulative noise impacts. As a result, no significant adverse cumulative noise impacts will occur.

3.12.4 MITIGATION MEASURES

The following measures will further ensure that on-site project activities do not adversely impact noise sensitive land uses located to the north of the project area:

Mitigation Measure 13 (Noise Impacts). Project site activities and uses must conform to the City of Placentia Noise Control Ordinance.

⁶³ United States Geological Survey. TerraServer USA. *The National Map – Placentia, California.* July 1, 1979.

Mitigation Measure 14 (Noise Impacts). The Applicant shall provide a "windows closed" (i.e., mechanical ventilation) in each of the residential dwelling units along Kraemer Avenue.

Mitigation Measure 15 (Noise Impacts). Each dwelling unit will be constructed with weather-stripped solid core exterior doors and exterior wall/roof assemblies shall be insulated to further reduce interior ambient noise levels.

Mitigation Measure 16 (Noise Impacts). The Applicant shall ensure that double-paned windows are installed within each of the residential units that have an unobstructed view of Kraemer Boulevard.

The following mitigation measures are required to mitigate potential construction noise impacts:

Mitigation Measure 17 (Stationary Noise). The Applicant shall ensure that the contractors conduct demolition and construction activities between the hours of 7:00 AM and 7:00 PM on weekdays and 8:00 AM to 5:00 PM on Saturdays, with no construction permitted on Sundays or Federal holidays.

Mitigation Measure 18 (Stationary Noise). The contractors shall notify the nearby school administration as to the times and duration of construction activities.

3.13 POPULATION & HOUSING

3.13.1 THRESHOLDS OF SIGNIFICANCE

According to the City of Placentia, a project may be deemed to have a significant impact on housing and population if it results in any of the following:

- A substantial growth in the population within an area, either directly or indirectly related to a project;
- The displacement of a substantial number of existing housing units, necessitating the construction of replacement housing; or,
- The displacement of substantial numbers of people, necessitating the construction of replacement housing.

3.13.2 ANALYSIS OF ENVIRONMENTAL IMPACTS

A. *Would the project induce substantial population growth in an area, either directly or indirectly (e.g., through projects in an undeveloped area or extension of major infrastructure)? No Impact.*

According to the 2010 U. S. Census, the City's population is 51,302 persons. The average household size was 3.16 persons per household. Assuming an average household size of 3.16 persons per unit, the potential build-out population of the 78-unit development will be 247 persons. Table 3-5 also provides an alternate estimate for the potential residential population based on the number of bedrooms. The figures

shown in Table 3-5 assume four persons per unit in the three bedroom floor plan and five persons per unit in the four bedroom floor plan. Using this technique, the ultimate population is projected to be 456 persons.

**Table 3-5
 Population and Housing Projections**

Projection Method	Description	Total No. Units	Potential Population	
			Persons/Unit	Population
Average Household Size	3.16 persons/unit	78 units	3.16 persons/unit	247 persons
Plan 1	3 bedrooms	16 units	4 persons/unit	64 persons
Plan 2	3 bedrooms	21 units	4 persons/unit	84 persons
Plan 3	4 bedrooms	26 units	5 persons/unit	130 persons
Plan 4	4 bedrooms	15 units	5 persons/unit	75 persons
Total		78 units		353 persons

Source: Blodgett/Baylosis Associates. 2012

Growth-inducing impacts are generally associated with the provision of urban services to an undeveloped or rural area. The variables that typically contribute to growth-inducing impacts, and the project's potential growth-inducing impacts, are identified in Table 3-6. As indicated in the table, the proposed 78-unit residential development would not result in any growth inducing impacts. As a result, no significant adverse impacts are anticipated.

**Table 3-6
 Potential Growth-Inducing Impacts**

Factor Contributing to Growth Inducement	Project's Potential Contribution	Basis for Determination
New development in an area presently undeveloped.	The proposed project will promote development of an underutilized parcel.	The project will promote development consistent with the draft General Plan.
Extension of roadways and other transportation facilities.	The project will not involve the extension or modification of any off-site roadways.	The only off-site improvements include those required to facilitate access.
Extension of infrastructure and other improvements.	No off-site water, sewer, and other infrastructure are anticipated.	The only infrastructure improvements will serve the proposed project site only.
Major off-site public projects (treatment plants, etc).	No major facilities are proposed at this time.	No off-site facilities will be required to accommodate the projected demand.
Removal of housing requiring replacement housing elsewhere.	The project does not involve the removal of existing affordable or subsidized units.	No affordable housing will be affected by the proposed project.
Additional population growth leading to increased demand for services.	The proposed project will not result in any long-term growth in employment.	Limited employment will be provided by the proposed mixed use development.
Short-term growth inducing impacts related to the project's construction.	The proposed project may result in the creation of new construction employment.	Short-term increases in construction employment is a beneficial impact.

Source: Blodgett/Baylosis Associates. 2012.

B. Would the project displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere? Less than Significant Impact.

The southwest corner of the site is currently occupied by a two-story, single-family residential unit with a detached two-car garage.⁶⁴ The floor area of the existing residential unit is approximately 1,500 square feet and will be demolished as part of the project site improvements. The unit that will be demolished will be replaced by 78 new residential units. As a result, the potential impacts related to housing dislocation will be less than significant.

C. Would the project displace substantial numbers of people, necessitating the construction of replacement housing elsewhere? No Impact.

As indicated in the previous subsection, the existing residential unit will be demolished to accommodate the proposed project. This existing unit is privately owned and is not subsidized or considered to be an affordable unit. As a result, the potential population displacement impacts are considered to be less than significant.

3.13.3 CUMULATIVE IMPACTS

The analysis of potential population and housing impacts indicated that no significant adverse impacts would result from the proposed project's implementation. As a result, no significant adverse cumulative housing and population impacts will occur.

3.13.4 MITIGATION MEASURES

The analysis of potential population and housing impacts indicated that no significant adverse impacts would result from the proposed project's implementation.

3.14 PUBLIC SERVICES

3.14.1 THRESHOLDS OF SIGNIFICANCE

According to the City of Placentia, a project may be deemed to have a significant adverse impact on public services if it results in any of the following:

- A substantial adverse physical impact associated with the provision of new or physically altered governmental facilities, the construction of which would cause a significant environmental impact in order to maintain acceptable service ratios, response times or other performance objectives relative to fire protection services;
- A substantial adverse physical impact associated with the provision of new or physically altered governmental facilities, the construction of which would cause a significant environmental impact

⁶⁴ Blodgett/Baylosis Associates. Site Survey (Site survey was conducted on November 26, 2012).

in order to maintain acceptable service ratios, response times or other performance objectives relative to police protection services;

- A substantial adverse physical impact associated with the provision of new or physically altered governmental facilities, the construction of which would cause a significant environmental impact in order to maintain acceptable service ratios, response times or other performance objectives relative to school services; or,
- A substantial adverse physical impact associated with the provision of new or physically altered governmental facilities, the construction of which would cause a significant environmental impact in order to maintain acceptable service ratios, response times or other performance objectives relative to other government services.

3.14.2 ANALYSIS OF ENVIRONMENTAL IMPACTS

A. *Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, the construction of which would cause significant environmental impacts in order to maintain acceptable service ratios, response times or other performance objectives relative to fire protection services? Less than Significant Impact.*

The Orange County Fire Authority (OCFA) provides emergency services to the City of Placentia under a joint powers agreement (JPA). The OCFA provides fire prevention, fire suppression, and emergency services to 22 jurisdictions within Orange County. The OCFA has served the City of Placentia since May 16, 1980. Two fire stations are located within the corporate boundaries of the City: Fire Station 34 is located at 1530 North Valencia and Fire Station 35 is located at 110 South Bradford. The first response station to the project site is Station 34. According to the OCFA, the standard response goal throughout the OCFA service area is for the first engine to reach an emergency scene within five minutes, 80% of the time and a paramedic to reach the scene within eight minutes, 90% of the time. This standard is met and exceeded in the City of Placentia. The current ISO rating for the City of Placentia is Class 3.⁶⁵

The project's implementation would change the specific fire protection requirements for the site, though the impacts on the provision of fire protection services would be less than significant given the access to the site and availability of, and proximity to, the existing fire protection facilities. Future development would also be subject to any conditions prescribed by the OCFA (compliance with applicable codes and ordinances including those related to emergency access, fire flows, etc.). The proposed residential development will also be required to adhere to all pertinent site and building design regulations. As a result, the impacts to fire protection service and facilities are anticipated to be less than significant.

B. *Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, the construction of which would cause significant environmental impacts in order to maintain acceptable service ratios, response times or other performance objectives relative to police protection? Less than Significant Impact with Mitigation.*

⁶⁵ Placentia, City of. *Placentia General Plan, Safety Element (Administrative Draft)*. November 2003.

The City of Placentia operates its own police department out of its main facility located in the Civic Center. The Placentia Police Department (PPD) serves the City with a staff of 53 sworn full-time officers, 18 non-sworn full-time personnel (including civilians), seven non-sworn part-time personnel, (including civilian employees) and five volunteers. The PPD is divided into two divisions: Operations and Support Services. The PPD programs and services include fingerprinting, a bicycle safety program, Drug Abuse Resistance Education (DARE), a burglary prevention program and a robbery prevention program. The proposed project will place an incremental demand on local law enforcement services. As a result, the following mitigation measures are required:

- The Applicant shall ensure that all exterior lighting (i.e., parking areas, building areas, and entries) shall employ illumination in a manner that meets the approval of the Chief Building Official and Police Chief before Building Permits are issued.
- The Applicant's building and site improvements shall conform to the City of Placentia as required by the Police Chief and the Chief Building Official before Building Permits are issued.

With compliance to the aforementioned mitigation measures, the project's potential law enforcement impacts will be less than significant.

C. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, the construction of which would cause significant environmental impacts in order to maintain acceptable service ratios, or other performance objectives relative to school services? Less than Significant Impact.

Placentia's educational services for the proposed project will be provided by the Placentia-Yorba Linda Unified School District (PYLUSD). Communities served by PYLUSD include Placentia, Yorba Linda and parts of Anaheim, Brea, Fullerton and unincorporated territory. There are a total of 16 schools located within the City of Placentia. Of these 16 schools, 10 are elementary schools, two are middle schools, three are high schools, and there is a District Education Center. Three school facilities (the Adult Education, the District Education Center, and Parkview School) provide for alternative education opportunities. The nearest schools to the project site include Morse Elementary School, Kraemer Middle School, and Valencia High School.⁶⁶

A total of 78 residential units will be constructed as part of this project. Table 3-7 estimates the number of potential students using two types of projections. The first projection provides a worse case estimate of the potential student enrollment impacts associated with the proposed project. This worse case projection assumes that school-aged children will occupy the second, third, and fourth bedrooms of the units resulting in a potential for 197 students (two students for each of the three-bedroom units, and three students for each of the four bedroom units). The second projection was derived from the Orange County School Impact Fee Advisory Group study. These rates assumed a student generation rate of 0.527 students per unit, translating into a potential enrollment demand of 42 students. Orange County school districts use these later rates in developing fees.

⁶⁶ Placentia, City of. *Placentia General Plan, Land Use Element, Chapter 2 (Administrative Draft)*. November 2003.

**Table 3-7
 Projected Enrollment Generation**

Factor	Total Students/Unit	Projected Students
3 bedrooms	37 units (2 students/unit)	74 students
4 bedrooms	41 units (3 students/unit)	123 students
Subtotal		197 students
Orange County ²	0.527 students/unit	42 students

Sources:

1. Blodgett/Baylosis Associates. 2012.
2. Orange Co. School Impact Fee Advisory Group, Tindale-Oliver Associates, Inc. February 2006.

The following mitigation will be required to mitigate the proposed project’s impacts on local schools:

- The Applicant will be required to pay school impact fees for construction of new facilities in accordance with AB-2926 to mitigate school impacts prior to issuance of Building Permits. Evidence of payment of the school fees shall be submitted to the Chief Building Official.

The payment of these fees will reduce the potential impacts to levels considered less than significant.

D. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, the construction of which would cause significant environmental impacts in order to maintain acceptable service ratios, response times or other performance objectives relative to other governmental services? No Impact.

The proposed project’s implementation is not expected to have any impact on existing governmental services other than those identified in the preceding sections. As a result, no significant impacts associated with the proposed project’s implementation are anticipated.

3.14.3 CUMULATIVE IMPACTS

The proposed project’s implementation will result in an incremental increase in the demand for police and fire service calls. However, no new facilities will be required to accommodate the proposed use. As a result, no cumulative impacts are anticipated.

3.14.4 MITIGATION MEASURES

The following mitigation measures will further reduce the project’s potential impacts on public services:

Mitigation Measure 19 (Public Services). The Applicant shall ensure that all exterior lighting (i.e., parking areas, building areas, and entries) shall employ illumination in a manner that meets the approval of the Chief Building Official and Police Chief before Building Permits are issued.

Mitigation Measure 20 (Public Services). The Applicant's building and site improvements shall conform to the City of Placentia as required by the Police Chief and the Chief Building Official before Building Permits are issued.

Mitigation Measure 21 (Public Services). The Applicant will be required to pay school impact fees for construction of new facilities in accordance with AB-2926 to mitigate school impacts prior to issuance of Building Permits. Evidence of payment of the school fees shall be submitted to the Chief Building Official.

3.15 RECREATION IMPACTS

3.15.1 THRESHOLDS OF SIGNIFICANCE

According to the City of Placentia, a project may be deemed to have a significant adverse impact on the environment if it results in any of the following:

- The use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated; or,
- The construction or expansion of recreational facilities, which might have an adverse physical effect on the environment.

3.15.2 ANALYSIS OF ENVIRONMENTAL IMPACTS

A. *Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated? Less than Significant Impact.*

The City of Placentia Recreational Services Division maintains and operates the City parks and oversees recreational services. Currently, Placentia owns 16 public parks totaling 82.5 acres of parkland. The nearest public park to the project site is Goldenrod Park (899 Goldenrod Street) located approximately 2,000 feet to the southeast. The City of Placentia Draft General Plan includes a park development standard of four acres per 1,000 residents.⁶⁷ The Municipal Code currently calls for 2.5 acres of parkland for every 1,000 residents. The proposed project's site plan contemplates a total of 143,462 square feet of land area that will be devoted to open space. This open space will include landscaping along the Kraemer Boulevard and Angelina Drive frontages, other common open space areas, open space included in private yards, and the two small parks. A tot-lot will be located in the northernmost portion of the site and the larger passive open space area located in the southernmost portion, south of the main entry.⁶⁸ Assuming a potential population of 353 persons (based on the average household size for the City), the proposed project will need 0.89 acres of parkland to accommodate the City standard of 2.5 acres of parkland per

⁶⁷ Placentia, City of. *Placentia General Plan, Open Space and Recreation, Chapter 5 (Administrative Draft)*. November 2003.

⁶⁸ Ibid.

1,000 residents.⁶⁹ The City of Placentia Municipal Code includes the following parkland dedication requirements for new residential development:

- *Requirements.* As a condition of approval of a final map or parcel map, the subdivider shall dedicate land, pay an in-lieu fee or both, at the option of the City, for park or recreational purposes.⁷⁰
- *General standard.* The City requires that 2.5 acres of property for each one thousand (1,000) persons be devoted to Local Park and recreational purposes. (This standard is different from the four acres of parkland for every 1,000 persons identified in the City of Placentia General Plan).⁷¹
- *Standards and formula for dedication of land.* Where a park or recreational facility has been designated in the adopted Recreation and Parks Element of the General Plan and is to be located in whole or in part within the proposed subdivision to serve the immediate and future needs of the residents of the subdivision, the subdivider shall dedicate land sufficient in size and topography to serve the residents of the subdivision (the amount of land to be provided shall be determined using the 2.5 acres of parkland per 1,000 persons).⁷²
- *Formula for fees in lieu of land dedication.* If there is no park or recreational facility designated in the adopted recreation and parks element, to be located in whole or in part within the proposed subdivision, the subdivider shall, in lieu of dedicating land, pay a fee that will be used for park and recreation facilities.⁷³
- *Criteria for requiring both dedication and fee.* In subdivisions of over 50 lots, the subdivider may be required to dedicate both land and pay an in-lieu fee. ⁷⁴
- *Determination of land or fee.* Whether the City Council accepts land dedication or elects to require payment of a fee in lieu thereof, or a combination of both, shall be determined by consideration of the following:

- (1) The adopted recreation and parks element of the general plan;
- (2) The topography, geology, access and location of land in the subdivision available for dedication;
- (3) The size and shape of the subdivision and land available for dedication;

⁶⁹ Placentia, City of. *Placentia General Plan, Open Space and Recreation, Chapter 5 (Administrative Draft)*. November 2003.

⁷⁰ Placentia, City of. *City of Placentia Municipal Code. Section 22.54.020*. As amended 2012.

⁷¹ Ibid. Section 22.54.030.

⁷² Ibid. Section 22.54.040.

⁷³ Ibid. Section 22.54.050.

⁷⁴ Ibid. Section 22.54.060.

- (4) The feasibility of dedication;
 - (5) The compatibility of dedication with the adopted recreation and parks element;
 - (6) The availability of previously acquired park property; and,
 - (7) The determination of the City Council as to whether land shall be dedicated, or whether a fee shall be charged, or a combination thereof, shall be final and conclusive.⁷⁵
- *Credits for private open space.* Planned developments, real estate developments, community apartment projects, condominium projects and stock cooperatives shall be eligible to receive a credit as determined by the City Council, against the amount of land required to be dedicated, or the amount of the fee imposed, pursuant to this chapter, for the value of private open space within the development which is useable for active recreational uses.⁷⁶

The proposed project will be required to provide the necessary parkland and/or pay the in-lieu fees for new parkland. Assuming a potential population of 353 persons (based on average household size), the proposed project will need 0.89 acres of parkland to accommodate the City requirement for 2.5 acres of parkland per 1,000 residents.⁷⁷ The open space that will be provided will total 3.29 acres. As a result, the impact of the proposed project on recreational facilities will be less than significant. The City may require some form of dedication and/or the payment of in-lieu fees.

B. Would the project affect existing recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment? Less than Significant Impact.

The proposed project's site plan contemplates a total of 143,462 square feet of land area that will be devoted to open space. This open space will include landscaping along the Kraemer Boulevard and Angelina Drive frontages, other common open space areas, open space included in private yards, and the two small parks. A tot-lot will be located in the southernmost portion of the site, south of the main entry, and the larger passive open space area (linear park) will be located in the northernmost portion.⁷⁸ These internal open space areas and the City's requirements governing the payment of in-lieu fees and/or the dedication of parkland will result in the potential impacts being less than significant.

3.15.3 CUMULATIVE IMPACTS

The analysis determined the proposed project would not result in any potential impact on recreational facilities and services. As a result, no cumulative impacts on recreational facilities would result from the proposed project's implementation.

⁷⁵ Placentia, City of. *City of Placentia Municipal Code. Section 22.54.070.* As amended 2012.

⁷⁶ Ibid. Section 22.54.085.

⁷⁷ Ibid.

⁷⁸ Placentia, City of. *Placentia General Plan, Open Space and Recreation, Chapter 5 (Administrative Draft).* November 2003.

3.15.4 MITIGATION MEASURES

The analysis of potential impacts related to parks and recreation indicated that no significant adverse impacts would result from the proposed project's implementation. As a result, no mitigation measures are required.

3.16 TRANSPORTATION & CIRCULATION

3.16.1 THRESHOLDS OF SIGNIFICANCE

According to the City of Placentia, a project will normally have a significant adverse impact on traffic and circulation if it results in any of the following:

- A conflict with an applicable plan, ordinance, or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to, intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit;
- A conflict with an applicable congestion management program, including but not limited to, level of service standards and travel demand measures, or other standards established by the County Congestion Management Agency for designated roads or highways;
- Results in a change in air traffic patterns, including either an increase in traffic levels or a change in the location that results in substantial safety risks;
- Substantially increases hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment);
- Results in inadequate emergency access; and,
- A conflict with adopted policies, plans or programs regarding public transit, bicycle or pedestrian facilities, or otherwise decrease the performance or safety of such facilities.

The degree of congestion at an intersection is described by the level of service, which ranges from LOS A to LOS F, with LOS A representing free-flow conditions with little delay and LOS F representing over-saturated traffic flow throughout the peak hour. Brief descriptions of the six levels of service for signalized intersections are shown in Table 3-8 and Exhibit 3-11 provide a visual description of the level of service definitions.

Level of service analysis for signalized intersections is based on the Intersection Capacity Utilization (ICU) technique. This analysis is widely accepted and essentially measures the amount of traffic signal "green" time required for the intersection. The ICU calculation procedure is based on a critical movement methodology that shows the amount of capacity utilized by each critical movement at an intersection. A capacity of 1,700 vehicles per hour per lane is assumed together with a 0.05 clearance interval, based upon

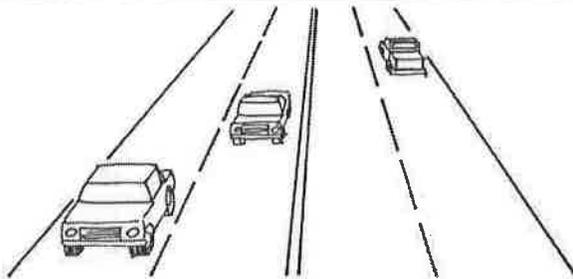
the guidelines in the Orange County Congestion Management Plan (CMP). The City of Placentia indicated that traffic studies should analyze all signalized intersections by the ICU method. The City also required all unsignalized intersections to be analyzed by the Highway Capacity Analysis (HCM) method. The methodology in the HCM is based upon measurements or forecasts of control delay for traffic utilizing all approaches to the intersection. Intersection average delay and poorest movement delay are reported for all unsignalized intersections.⁷⁹

**Table 3-8
 Level of Service Descriptions**

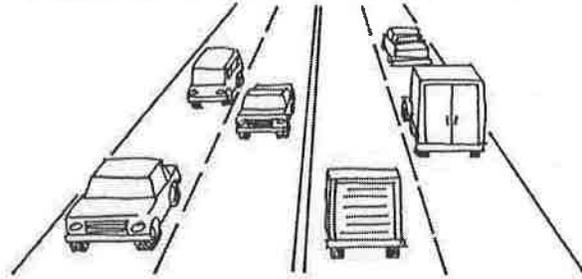
LOS	Description
A	No approach phase is fully utilized by traffic, and no vehicle waits longer than one red indication. Typically, the approach appears quite open, turns are made easily, and nearly all drivers find freedom of operation.
B	This service level represents stable operation, where an occasional approach phase is fully utilized and a substantial number are nearing full use. Many drivers begin to feel restricted within platoons of vehicles.
C	This level still represents stable operating conditions. Occasionally drivers may have to wait through more than one red signal indication, and backups may develop behind turning vehicles. Most drivers feel somewhat restricted, but not objectionably so.
D	This level encompasses a zone of increasing restriction approaching instability at the intersection. Delays to approaching vehicles may be substantial during short peaks within the peak period; however, enough cycles with lower demand occur to permit periodic clearance of developing queues, thus preventing excessive backups.
E	Capacity occurs at the upper end of this service level. It represents the most vehicles that any particular intersection approach can accommodate. Full utilization of every signal cycle is seldom attained no matter how great the demand.
F	This level describes forced flow operations at low speeds, where volumes exceed capacity. These conditions usually result from queues of vehicles backing up from a restriction downstream. Speeds are reduced substantially, and stoppages may occur for short or long periods of time due to the congestion. In the extreme case, both speed and volume can drop to zero.

Source: Highway Capacity Manual, Transportation Research Board, Special Report No. 209, Washington, D.C., 2000.

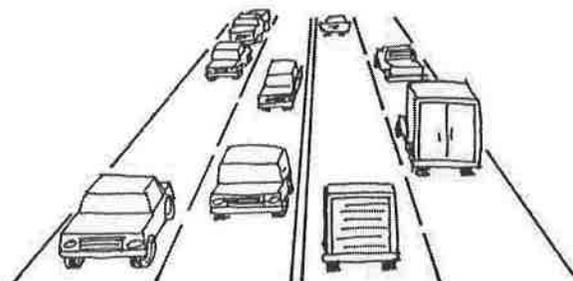
⁷⁹ KOA Corporation. *Focused Traffic Study for the Schaner Ranch – HQT Project (TTM 17145) in the City of Placentia.* February 5, 2013.



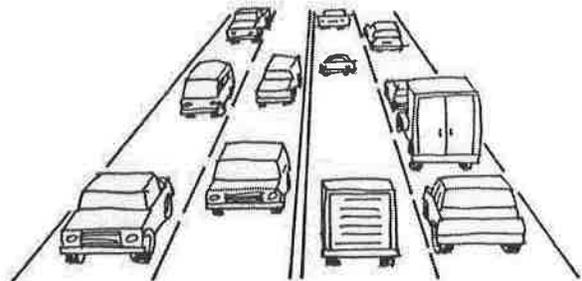
Level of Service A
Free flow in which there is little or no restriction on speed or maneuverability.



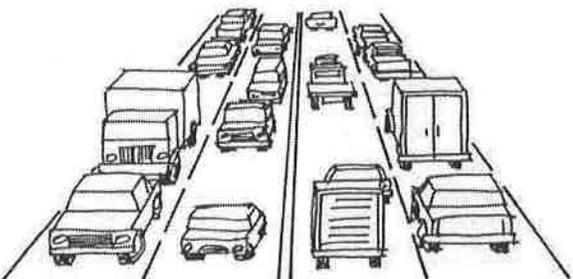
Level of Service B
Stable flow though operating speed is beginning to be restricted by other traffic.



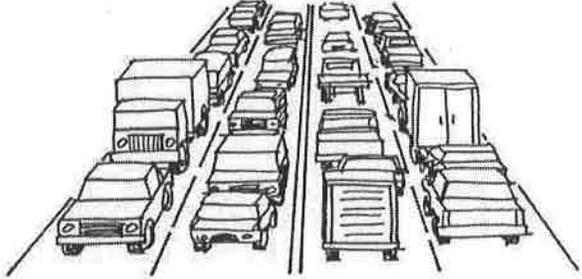
Level of Service C
Stable flow though drivers are becoming restricted in their freedom to select speed, change lanes or pass.



Level of Service D
Tolerable average operating speeds are maintained but are subject to considerable sudden variation.



Level of Service E
Speeds and flow rates fluctuate and there is little independence on speed selection or ability to maneuver.



Level of Service F
Speeds and flow rates are below those attained in Level E and may, for short periods, drop to zero.

EXHIBIT 3-11 LEVEL OF SERVICE DEFINITIONS

Source: Blodgett/Baylosis Associates

3.16.2 ANALYSIS OF ENVIRONMENTAL IMPACTS

- A. *Would the project cause a conflict with an applicable plan, ordinance, or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to, intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit? Less than Significant Impact with Mitigation.*

The City of Placentia is served by various major transportation facilities including two State Highways (State Route 57 and State Route 90 [Imperial Highway]). Major north-south trending arterial roadways within the City include Placentia Avenue, Kraemer Boulevard and Rose Drive/Tustin Avenue. Major east-west trending arterial roadways within the City include Imperial Highway, Bastanchury Road, Yorba Linda Boulevard, Chapman Avenue and Orangethorpe Avenue. Imperial Highway, Yorba Linda Boulevard, Orangethorpe Avenue and Chapman Avenue have full interchanges with the SR-57 Freeway. Other north-south roadways include Bradford Avenue, Melrose Street, Valencia Avenue, Central Avenue, Jefferson Street, Van Buren Street, Richfield Road, and Kraemer Boulevard. Local east to west roadways include Golden Avenue, Palm Drive, Madison Avenue, Buena Vista Avenue, Alta Vista Avenue, and Crowther Avenue.⁸⁰ The project area is primarily characterized by residential uses, with commercial uses along Kraemer Boulevard at Morse Avenue and on Kraemer Boulevard north of Morse Avenue to Yorba Linda Boulevard. The project site's connection to the City street network would be the main entry/exit located along the eastern Kraemer Boulevard frontage.

Streets providing regional access for project traffic include Kraemer Boulevard, a four-lane divided Primary Arterial street running in a generally north-south direction in the project vicinity, and Yorba Linda Boulevard, a four-to-six lane divided Primary/Major Arterial street running in a generally east-west direction. Both of these streets are part of the County Master Plan of Arterial Highways (MPAH) network. Access to the project site will be provided by a driveway entry located along the eastern Kraemer Boulevard frontage, opposite Newcastle Drive.⁸¹

Project trip generation is typically calculated in accordance with the Institute of Transportation Engineers (ITE) publication Trip Generation (8th Edition, 2008). This document is widely used in Southern California and indicates the probable traffic generation rates for various land uses based upon studies of existing developments in comparable settings. Trip Generation, Eighth Edition, indicates the daily AM and PM peak hour trip generation rates for residential townhouse and shopping center projects.⁸² The trip generation rates for this project are shown in Table 3-9 provided on the following page.⁸³

⁸⁰ KOA Corporation. *Focused Traffic Study for the Schaner Ranch – HQT Project (TTM 17145) in the City of Placentia*. January 10, 2014.

⁸¹ Ibid.

⁸² Ibid.

⁸³ Ibid.

**Table 3-9
 Trip Generation Rates**

ITE Code	Project Description	Quantity	Daily	AM Peak Hour			PM Peak Hour		
				Total	In	Out	Total	In	Out
210	Single Family Detached Unit	DU	9.52	0.75	0.19	0.56	1.00	0.63	0.37

Notes: DU = Dwelling Units; TSF = Thousand Square Feet.

By applying these trip generation rates to the respective project land uses, the proposed 78-unit, single-family residential development would generate a total of 59 AM peak hour trips and 78 PM peak hour trips on weekdays, as shown in Table 3-10.⁸⁴

**Table 3-10
 Project Traffic Generation Summary**

ITE Code	Project Description	Quantity*	Daily	AM Peak Hour			PM Peak Hour		
				Total	In	Out	Total	In	Out
210	Single Family Detached Unit	78 DU	743	59	15	44	78	49	29

Note; * DU = Dwelling Units; TSF = Thousand Square Feet.

The study intersections were determined through consultation with City of Placentia staff. As shown in Exhibit 3-12, the study intersections are as follows:

- Kraemer Boulevard at Yorba Linda Boulevard.
- Kraemer Boulevard at Morse Avenue.
- Kraemer Boulevard at Newcastle Drive.
- Kraemer Boulevard at Madison Avenue.
- Morse Avenue at Angelina Drive.⁸⁵

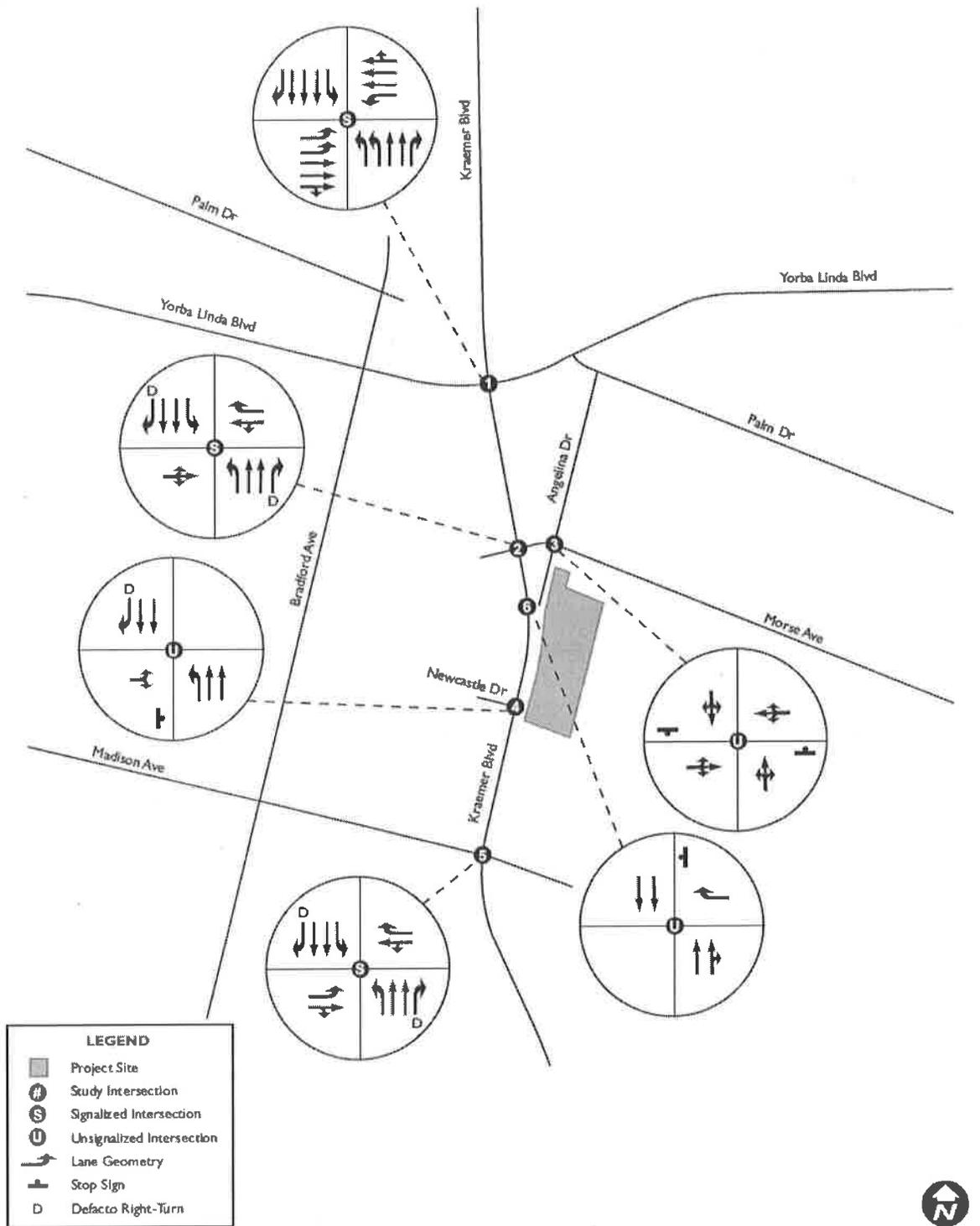
Exhibit 3-12 also illustrates the existing lane geometries for the study intersections.⁸⁶

⁸⁴ KOA Corporation. *Focused Traffic Study for the Schaner Ranch – HQT Project (TTM 17145) in the City of Placentia*. January 10, 2014.

Ibid.

⁸⁵ Ibid.

⁸⁶ Ibid.



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EXHIBIT 3-12
STUDY INTERSECTIONS AND EXISTING LANE GEOMETRY
 Source: KOA Corporation

AM and PM peak period turning movement traffic counts for three of the study intersections were conducted in 2011 for the City of Placentia General Plan Circulation Element Update (Kraemer/Yorba Linda, Kraemer/Morse, and Kraemer/Madison). These counts were conducted prior to the closure of Kraemer Boulevard at Crowther Avenue for the OC Bridges grade separation project, and are therefore the most accurate and recent counts available for typical conditions. Additional counts were taken at Kraemer/Newcastle and Morse/Angelina to supplement the Circulation Element counts. Adjustments were made to the Kraemer/Newcastle and Morse/Angelina counts to account for the lower volumes on Kraemer due to the grade separation closure. The existing through volumes at these two intersections were adjusted upward to balance to nearby intersections. The existing AM and PM peak hour traffic volumes for the study intersections are illustrated on Exhibits 3-13 and 3-14. All traffic count data used in this study is compiled in Appendix A of the traffic report.⁸⁷ Table 3-11 summarizes the results of the level of service analysis for the existing conditions. As shown in the table, all intersections operate at acceptable levels of service (LOS C or better) under the existing conditions. The analysis worksheets for the Existing Conditions are included in Appendix B of the traffic study.

Table 3-11
Intersection Level of Service Analysis, Existing Conditions

Intersection			Approach Lanes'												AM Peak Hour		PM Peak Hour	
			Northbound			Southbound			Eastbound			Westbound			Delay'	LOS	Delay'	LOS
No.	Name	TC'	L	T	R	L	T	R	L	T	R	L	T	R				
1	Kraemer BI / Yorba Linda BI	TS	2	2	1	1	3	1	2	3	0	1	3	0	29.9	C	31.1	C
2	Kraemer BI Morse Av	TS	1	2	0	1	2	0	0	1	0	0	1	1	15.0	B	13.4	B
3	Angelina Dr / Morse Av	CSS	0	1	0	0	1	0	1	1	0	0	1	0	13.7	B	12.1	B
4	Kraemer BI /Newcastle Dr	CSS	1	2	0	0	2	0	0	1	0	0	0	0	18.5	C	26.5	D
5	Kraemer BI Madison Av	TS	1	2	0	1	2	0	1	1	0	0	1	1	16.8	B	12.2	B

Notes: ' TC = Traffic Control; TS = Traffic Signal; CSS = Cross-Street Stop; L = Left Turn; T = Through; R = Right Turn Highway Capacity Manual (HCM) average control delay (seconds per vehicle).

Future traffic volumes for the Project Opening Year (Year 2014) scenario are based on an interpolation of existing intersection volumes and volumes derived from City of Placentia General Plan Circulation Element 2035 traffic forecast (developed from the OCTAM 3.4 model traffic forecast and the NCHRP-255 methodology). In addition, added traffic from the vacant land use at the commercial property at the southeast corner of the intersection of Kraemer Boulevard and Morse Avenue was incorporated into the background traffic volume forecasts at each study intersection for the Opening Year (2014) and Long Range (2020) analyses to account for the vacant land use.

⁸⁷ KOA Corporation. *Focused Traffic Study for the Schaner Ranch – HQT Project (TTM 17145) in the City of Placentia*. January 10, 2014.

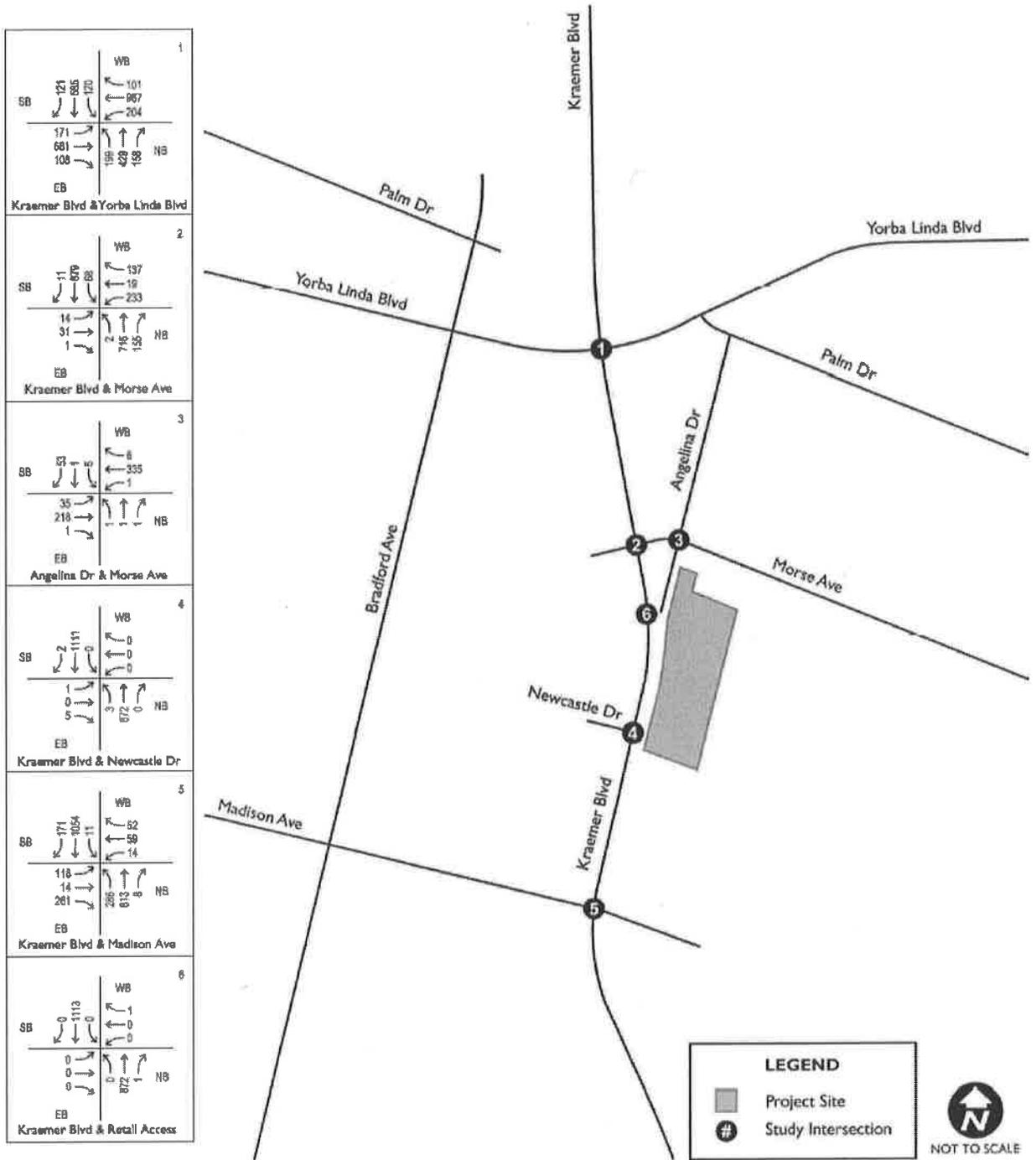


EXHIBIT 3-13
EXISTING AM PEAK HOUR TRAFFIC VOLUMES

Source: KOA Corporation

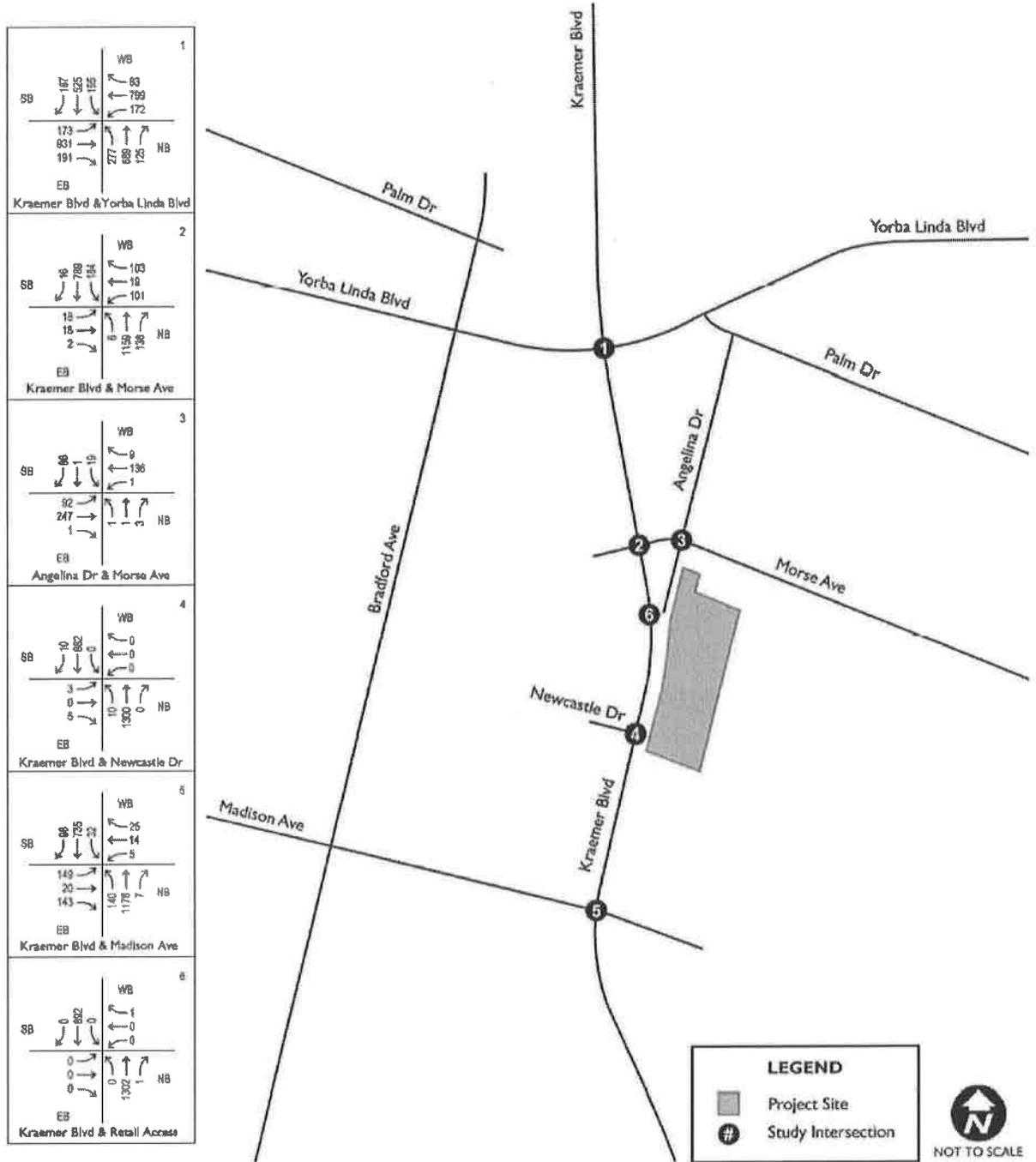


EXHIBIT 3-14
EXISTING PM PEAK HOUR TRAFFIC VOLUMES
 Source: KOA Corporation

Four project trip distribution alternatives were analyzed for the Opening Year conditions:

- Alternative 1A –Outbound Distribution 45% Right-Turn, 55% Left-Turn (full access);
- Alternative 1B –Outbound Distribution 70% Right-Turn, 30% Left-Turn (full access);
- Alternative 2 –Outbound Distribution 100% Right-Turn, 0% Left-Turn (allows left-in); and,
- Alternative 3 –Outbound Distribution 100% Right-Turn, 0% Left-Turn (right-in, right out only).

The Project Opening Year 2014 AM and PM peak hour traffic volumes for the study intersections are illustrated on Exhibits 3-15 and 3-16 for Alternative 1A, Exhibits 3-17 and 3-18 for Alternative 1B, Exhibits 3-19 and 3-21 Alternative 2, and Exhibits 3-22 and 3-23 for Alternative 3. The four trip distribution alternatives were analyzed for level of service for the Project Opening Year conditions. A level of service comparison of trip distribution alternatives is shown in Table 3-12 for Opening Year conditions. As shown in the tables, all intersections operate at acceptable levels of service (LOS C or better) for each alternative, except for the intersection of Kraemer Boulevard at Newcastle Drive.

The intersection of Kraemer Boulevard and Newcastle Drive is expected to operate at Level of Service F under Alternative 1A and 1B, and Level of Service B under Alternatives 2 and 3. It should be noted that the Level of Service F condition under Alternatives 1A and 1B does not have a significant impact on delay to the through movements on Kraemer Boulevard, but reflects a long delay for project traffic making left turns from the project driveway. Alternatives 1A and 1B would require mitigation if either project access alternative is allowed. The intersection analysis worksheets for the Project Opening Year conditions are included in Appendix C of this report.

**Table 3-12
Intersection Level of Service Analysis, Opening Year 2014 with
Project Conditions**

Intersection		AM Peak Hour		PM Peak Hour	
No.	Name	Delay ²	LOS	Delay ²	LOS
Alternative 1A					
1	Kraemer BI / Yorba Linda BI	30.1	C	32.6	C
2	Kraemer BI / Morse Av	15.3	B	13.2	B
3	Angelina Dr / Morse Av	13.8	B	12.2	B
4	Kraemer BI / Newcastle Dr	67.8	F	163.5	F
5	Kraemer BI / Madison Av	17.9	B	12.9	B

Table 3-12
Intersection Level of Service Analysis, Opening Year 2014 with
Project Conditions (continued)

Intersection		AM Peak Hour		PM Peak Hour	
No.	Name	Delay ²	LOS	Delay ²	LOS
Alternative 1B					
1	Kraemer BI / Yorba Linda BI	30.1	C	33.8	C
2	Kraemer BI / Morse Av	15.5	B	14.4	B
3	Angelina Dr / Morse Av	13.8	B	12.5	B
4	Kraemer BI / Newcastle Dr	58.4	F	183.3	F
5	Kraemer BI / Madison Av	17.8	B	13.5	B
Alternative 2					
1	Kraemer BI / Yorba Linda BI	30.1	C	32.7	C
2	Kraemer BI / Morse Av	15.5	B	13.3	B
3	Angelina Dr / Morse Av	13.8	B	12.2	B
4	Kraemer BI / Newcastle Dr	12.1	B	14.3	B
5	Kraemer BI / Madison Av	17.6	B	13.0	B
Alternative 3					
1	Kraemer BI / Yorba Linda BI	30.1	C	32.6	C
2	Kraemer BI / Morse Av	15.3	B	13.7	B
3	Angelina Dr / Morse Av	13.8	B	12.2	B
4	Kraemer BI / Newcastle Dr	12.0	B	13.1	B
5	Kraemer BI / Madison Av	17.4	B	12.3	B

KOA Corporation. *Focused Traffic Study for the Schaner Ranch – HQT Project (TTM 17145)*
 in the City of Placentia. January 10, 2014.

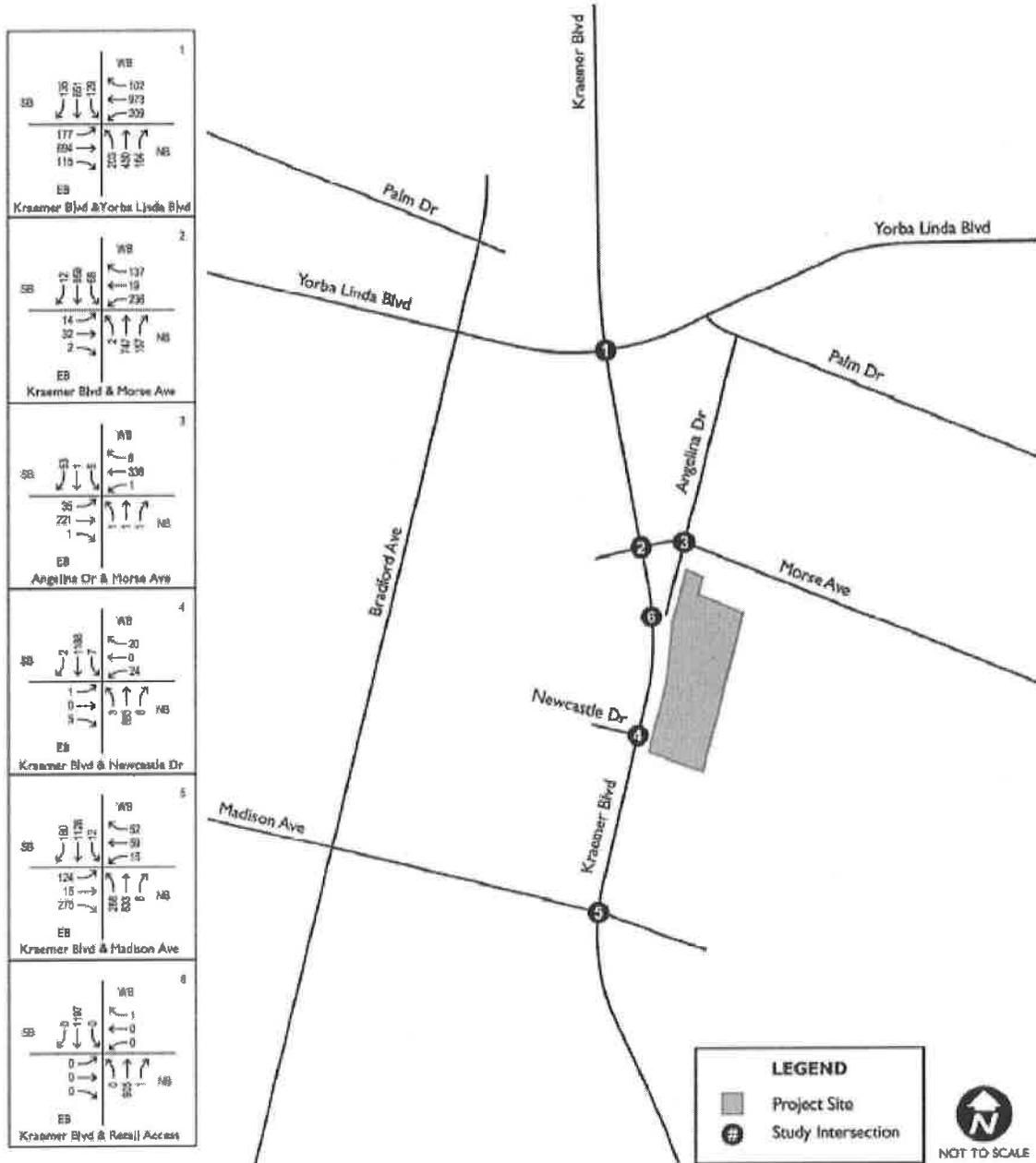


EXHIBIT 3-15
OPENING YEAR 2014 AM TRAFFIC VOLUMES (ALT. 1A)
 Source: KOA Corporation

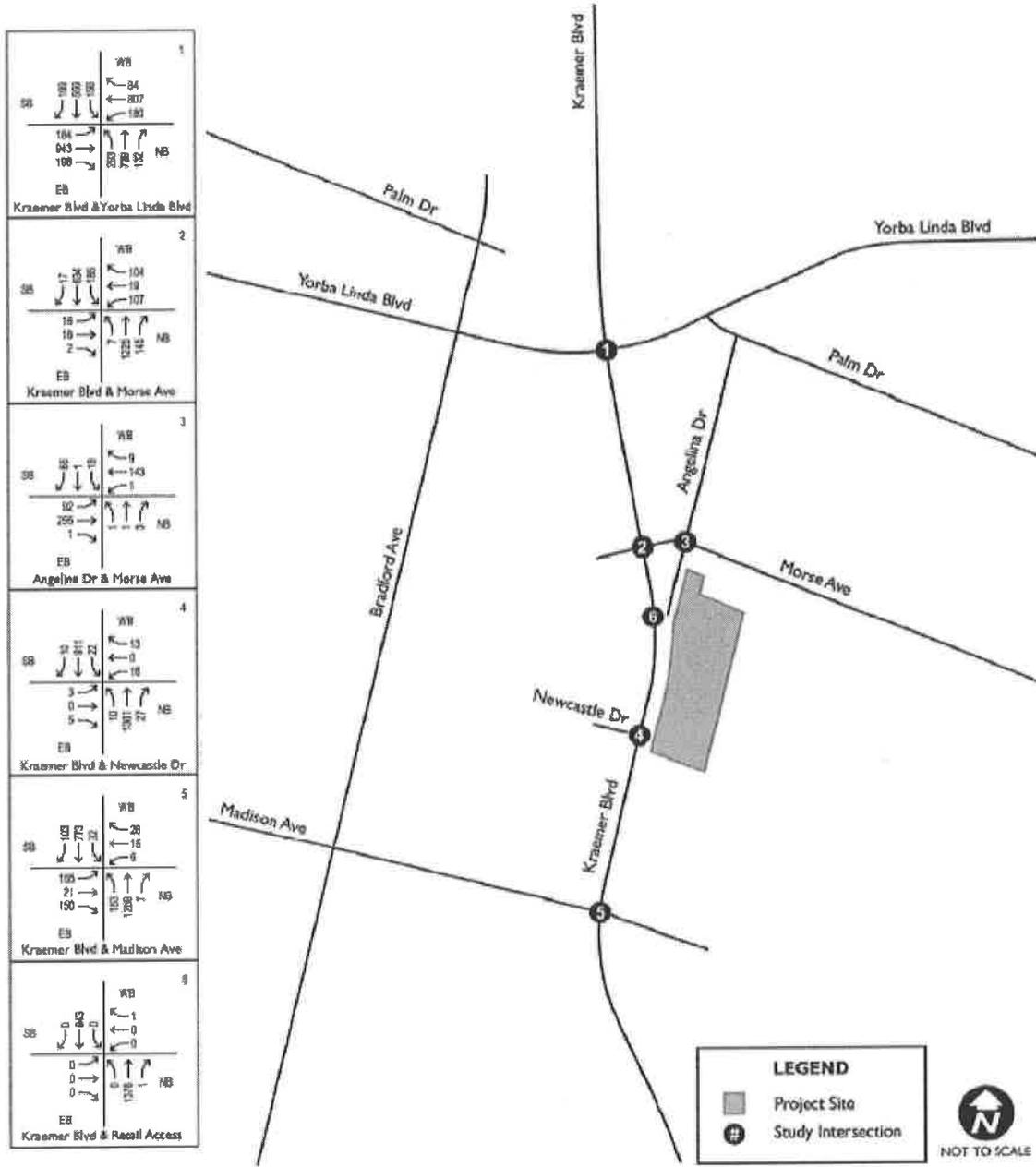


EXHIBIT 3-16
OPENING YEAR 2014 PM TRAFFIC VOLUMES (ALT. 1A)
 Source: KOA Corporation

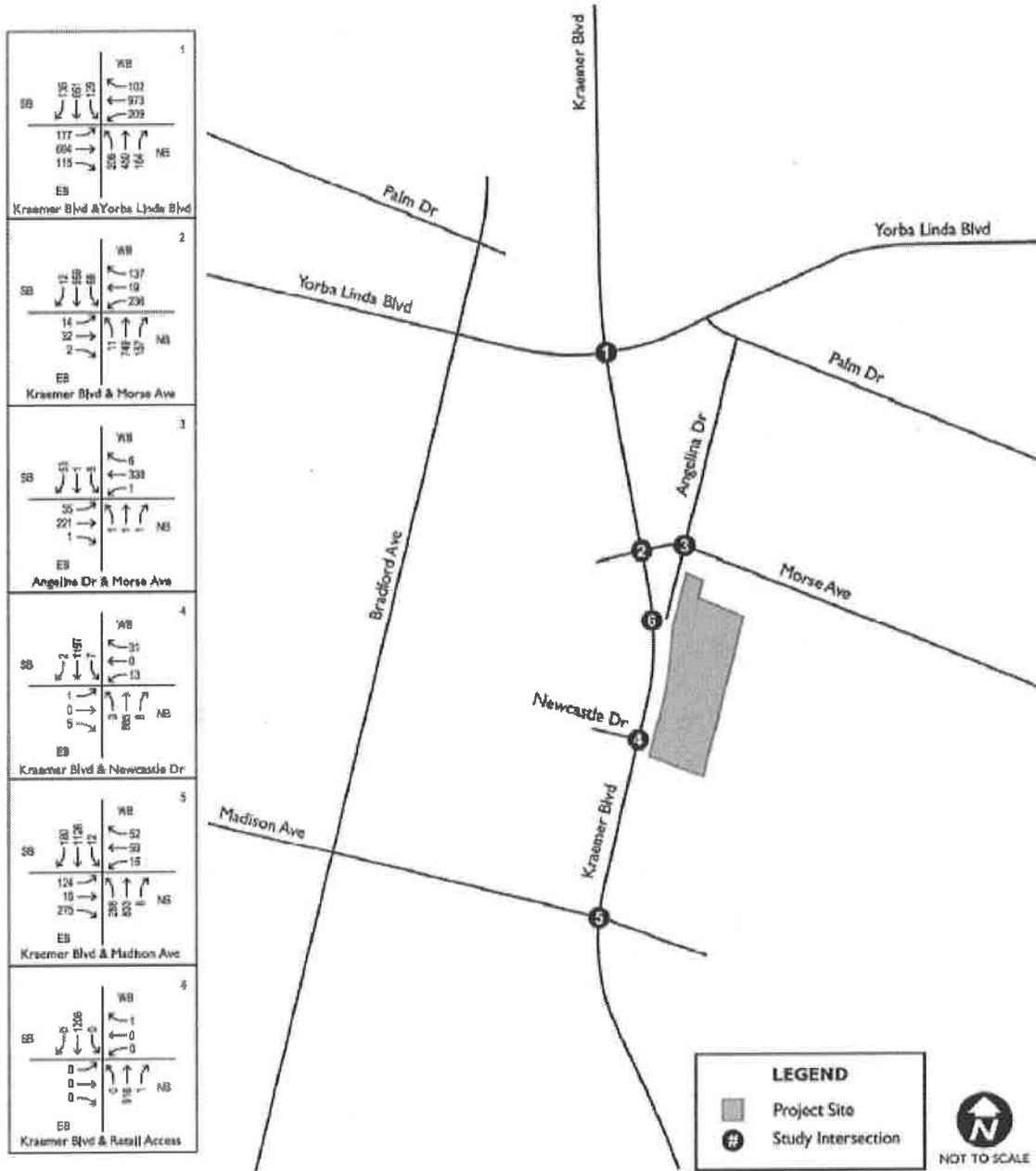


EXHIBIT 3-17
OPENING YEAR 2014 AM TRAFFIC VOLUMES (ALT. 1B)
 Source: KOA Corporation

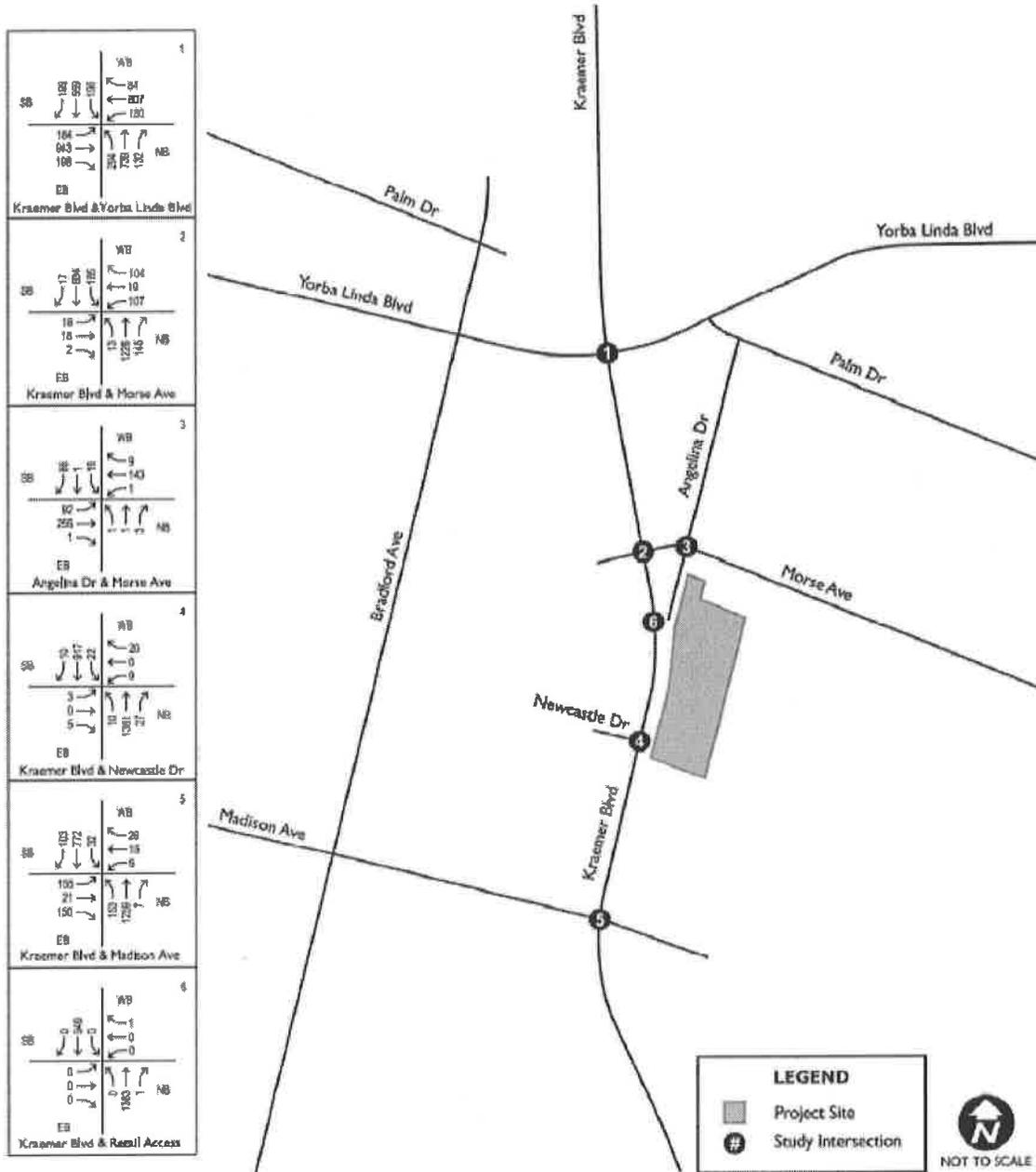


EXHIBIT 3-18
OPENING YEAR 2014 PM TRAFFIC VOLUMES (ALT. 1B)
 Source: KOA Corporation

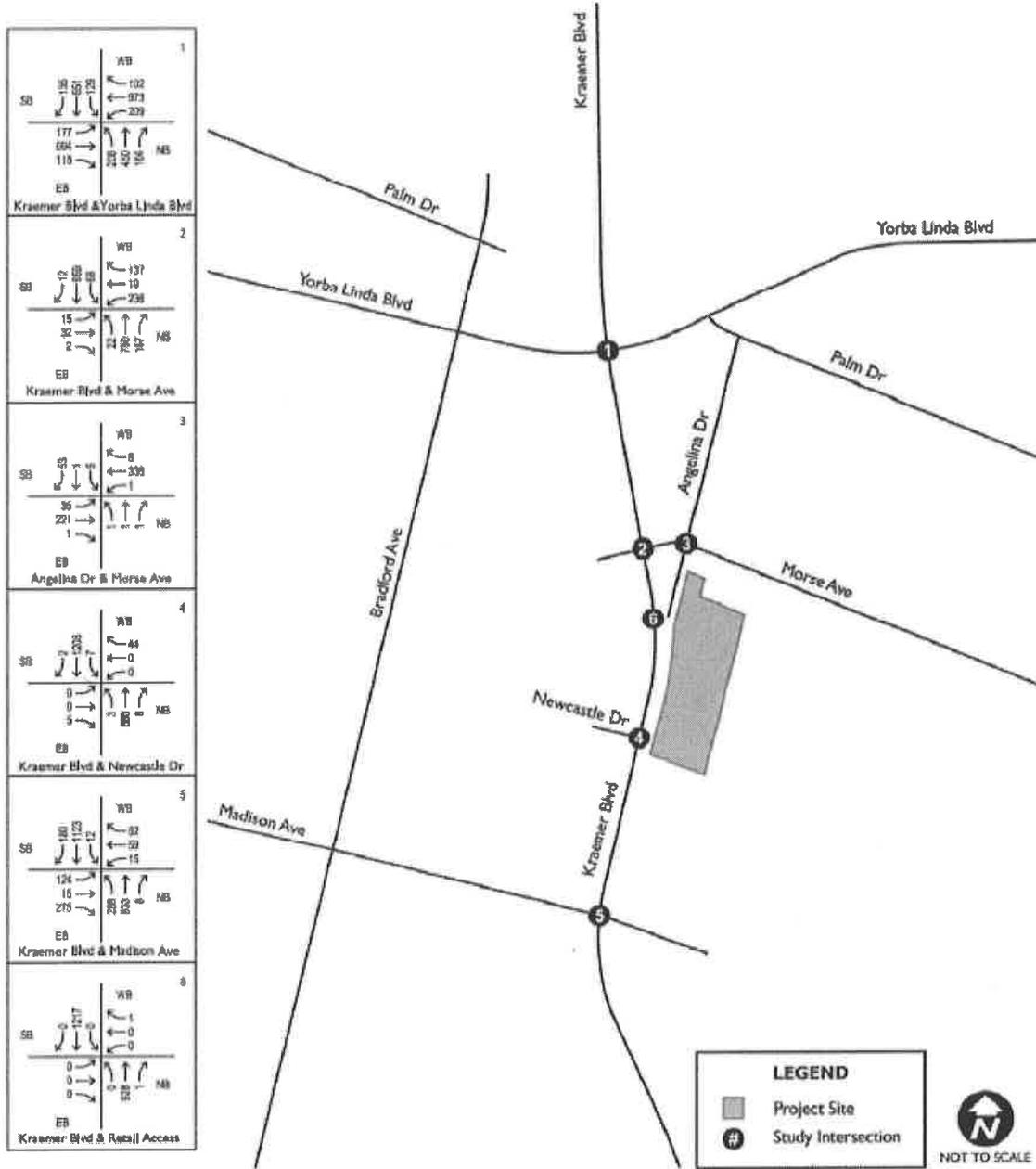


EXHIBIT 3-19
OPENING YEAR 2014 AM TRAFFIC VOLUMES (ALT. 2)

Source: KOA Corporation

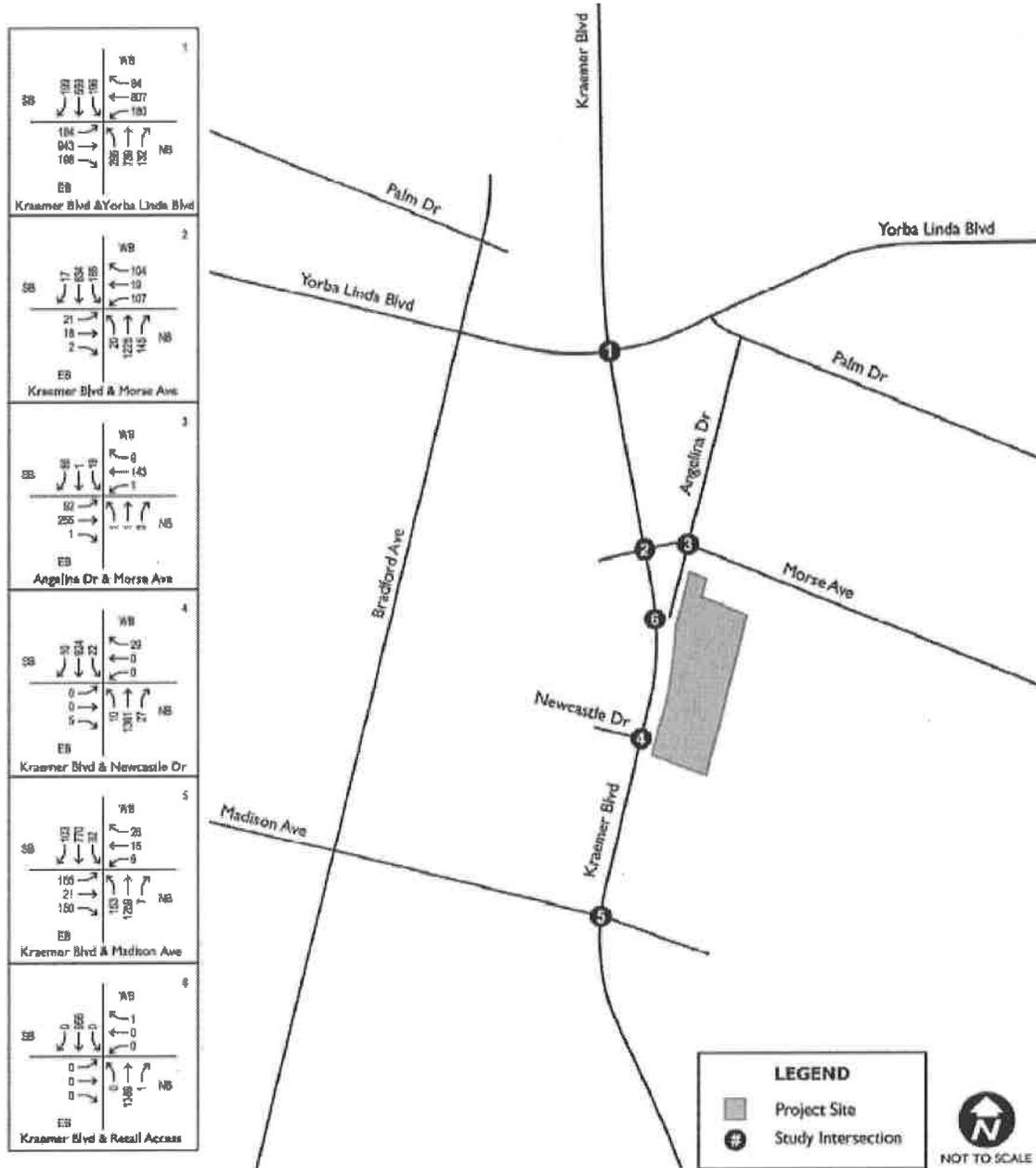


EXHIBIT 3-20
OPENING YEAR 2014 PM TRAFFIC VOLUMES (ALT. 2)
 Source: KOA Corporation

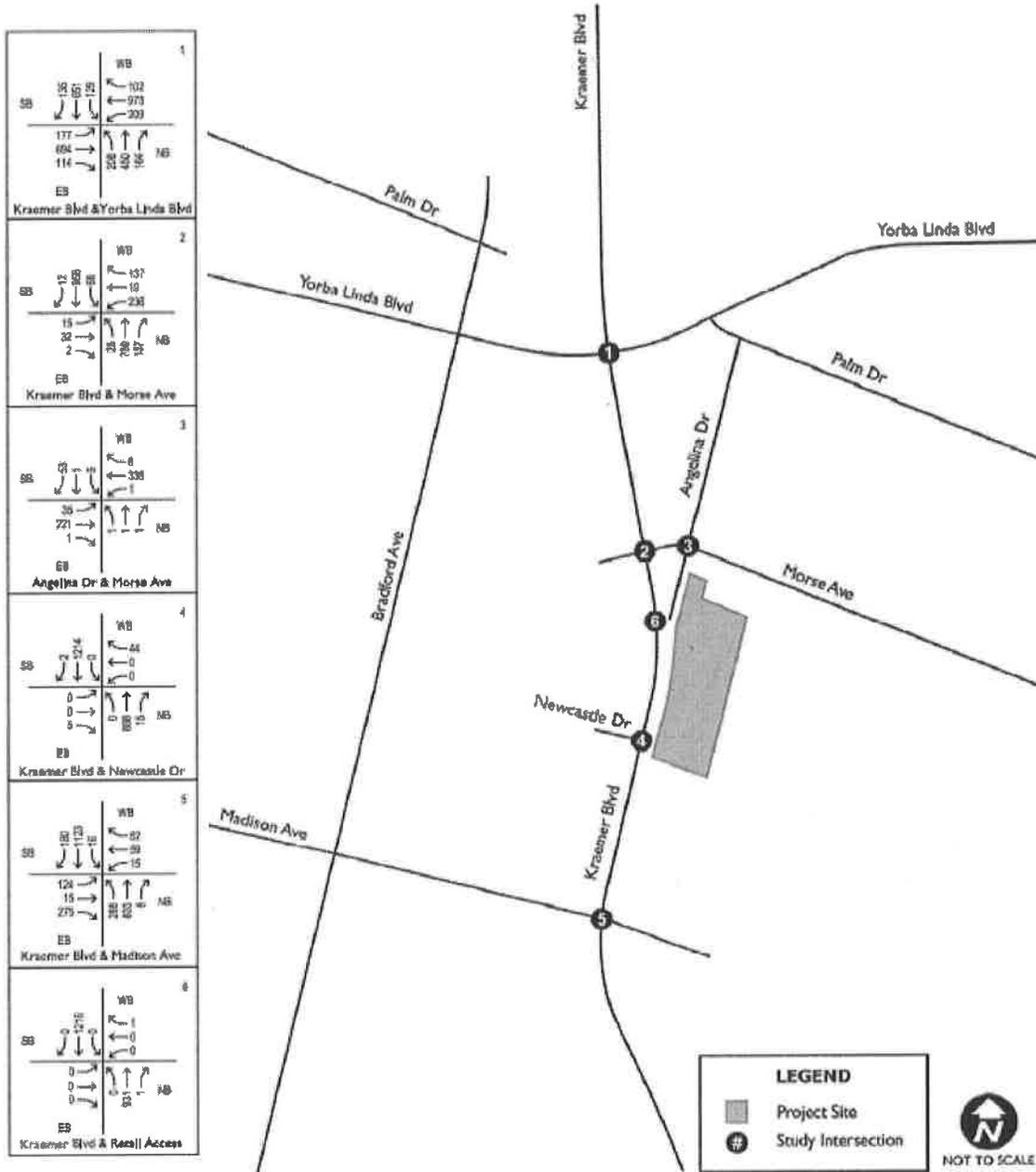


EXHIBIT 3-21
OPENING YEAR 2014 AM TRAFFIC VOLUMES (ALT. 2)
 Source: KOA Corporation

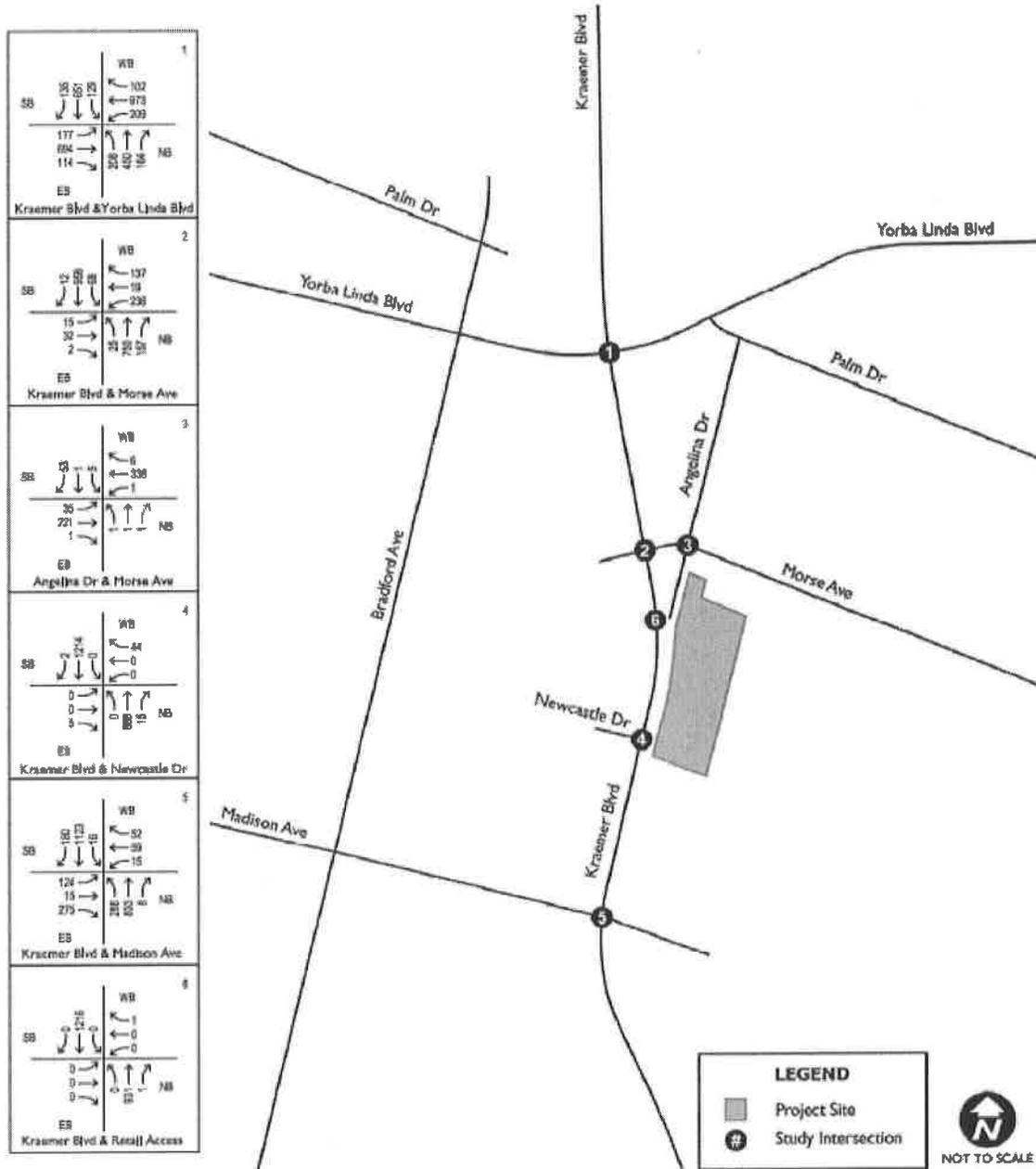


EXHIBIT 3-22
OPENING YEAR 2014 PM TRAFFIC VOLUMES (ALT. 3)

Source: KOA Corporation

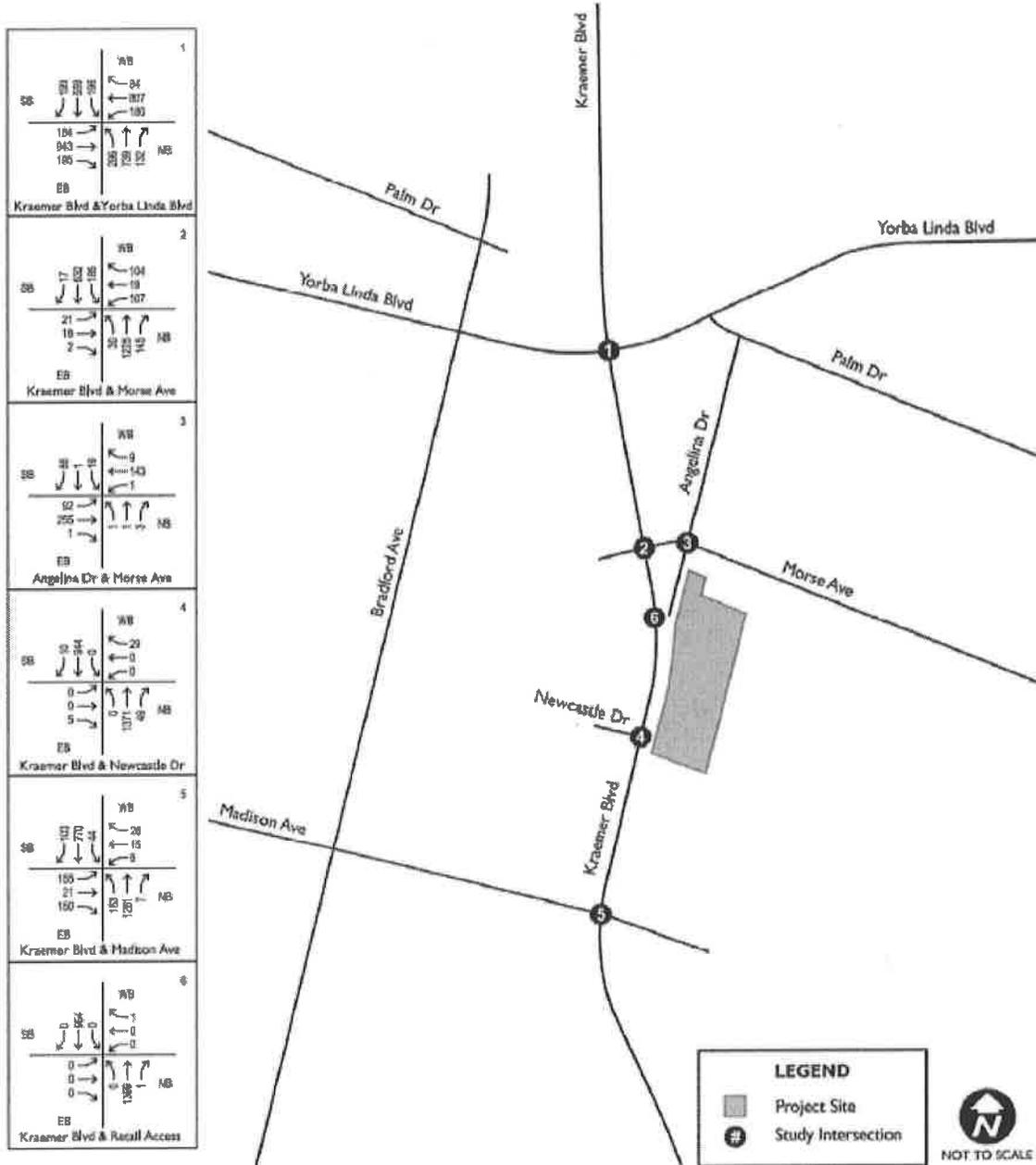


EXHIBIT 3-23
OPENING YEAR 2014 AM TRAFFIC VOLUMES (ALT. 3)
 Source: KOA Corporation

Future traffic volumes for the Long Range (Year 2020) scenario are based on volumes derived from City of Placentia General Plan Circulation Element 2035 traffic forecast (developed from the OCTAM 3.4 model traffic forecast and the NCHRP-255 methodology). The same four project trip distribution alternatives were analyzed as for the opening year. The Long Range 2020 AM and PM peak hour traffic volumes for the study intersections are illustrated on Exhibits 3-24 and 3-25 for Alternative 1A, Exhibits 3-26 and 3-27 for Alternative 1B, Exhibits 3-28 and 3-29 for Alternative 2, and Exhibits 3-30 and 3-31 for Alternative 3. The four trip distribution alternatives were analyzed for level of service for the Long Range conditions. Table 3-13 summarizes the results of the Long Range level of service analyses for the four alternatives. As shown in the table, all intersections operate at acceptable levels of service (LOS C or better) for each alternative, except the intersection of Kraemer Boulevard and Newcastle Drive. The intersection of Kraemer Boulevard and Newcastle Drive is expected to operate at Level of Service F under Alternatives 1A and 1B, and acceptable Level of Service (LOS C or better) under Alternatives 2 and 3.

Table 3-13
Summary of Year 2020 Intersection Operations Analysis Results

Intersection		AM Peak Hour		PM Peak Hour	
No.	Name	Delay ²	LOS	Delay ²	LOS
Alternative 1A					
1	Kraemer BI / Yorba Linda BI	30.8	C	34.1	C
2	Kraemer BI / Morse Av	14.7	B	14.6	B
3	Angelina Dr / Morse Av	13.9	B	12.5	B
4	Kraemer BI / Newcastle Dr	86.3	F	252.1	F
5	Kraemer BI / Madison Av	20.9	C	12.9	B
Alternative 1B					
1	Kraemer BI / Yorba Linda BI	30.9	C	34.1	C
2	Kraemer BI / Morse Av	14.8	B	14.3	B
3	Angelina Dr / Morse Av	13.9	B	12.5	B
4	Kraemer BI / Newcastle Dr	71.6	F	183.1	F
5	Kraemer BI / Madison Av	20.8	C	12.9	B
Alternative 2					
1	Kraemer BI / Yorba Linda BI	30.9	C	34.2	C

Table 3-13
Summary of Year 2020 Intersection Operations Analysis Results
(continued)

Intersection		Intersection		Intersection	
No.	Name	Delay ²	LOS	Delay ²	LOS
2	Kraemer BI / Morse Av	14.9	B	14.5	B
3	Angelina Dr / Morse Av	13.9	B	12.5	B
4	Kraemer BI / Newcastle Dr	13.6	B	16.2	C
5	Kraemer BI / Madison Av	20.6	C	12.9	B

Alternative 3

1	Kraemer BI / Yorba Linda BI	30.9	C	34.1	C
2	Kraemer BI / Morse Av	14.8	B	14.2	B
3	Angelina Dr / Morse Av	13.9	B	12.5	B
4	Kraemer BI / Newcastle Dr	12.4	B	13.5	B
5	Kraemer BI / Madison Av	20.1	C	12.8	B

KOA Corporation. *Focused Traffic Study for the Schaner Ranch – HQT Project (TTM 17145) in the City of Placentia.* January 10, 2014.

The Level of Service F condition under Alternative 1 A and 1B does not have a significant impact on delay to the through movements on Kraemer Boulevard, but reflects a long delay for project traffic making left turns from the project driveway. Alternatives 1A and 1B would require mitigation if either project access alternative is allowed. The analysis worksheets for the Long Range conditions are included in Appendix D of the traffic study. A queuing analysis was conducted for the project driveway for the 2014 with project and 2020 with project conditions, for each trip distribution scenario. The intersection of Kramer Boulevard at Newcastle Drive is considered critical based on the expected trip distribution from the project site and was selected in consultation with the City. The stacking analyses determined that in both the Opening Year (2014) and Long Range (2020), a maximum of two vehicles outbound would be queued at the project driveway access to Kraemer Boulevard opposite Newcastle Drive at any one time under Alternative 1A (a maximum queue length of 38 feet in 2014 and 48 feet in 2020). Under Alternative 1B there would be a maximum outbound queue length of 25 feet. There is basically no queue for Alternatives 2 and 3. The maximum queue length would be within the available storage length of the traffic lanes provided for outbound traffic (approximately 60 feet).⁸⁸

⁸⁸ KOA Corporation. *Focused Traffic Study for the Schaner Ranch – HQT Project (TTM 17145) in the City of Placentia.* January 10, 2014.

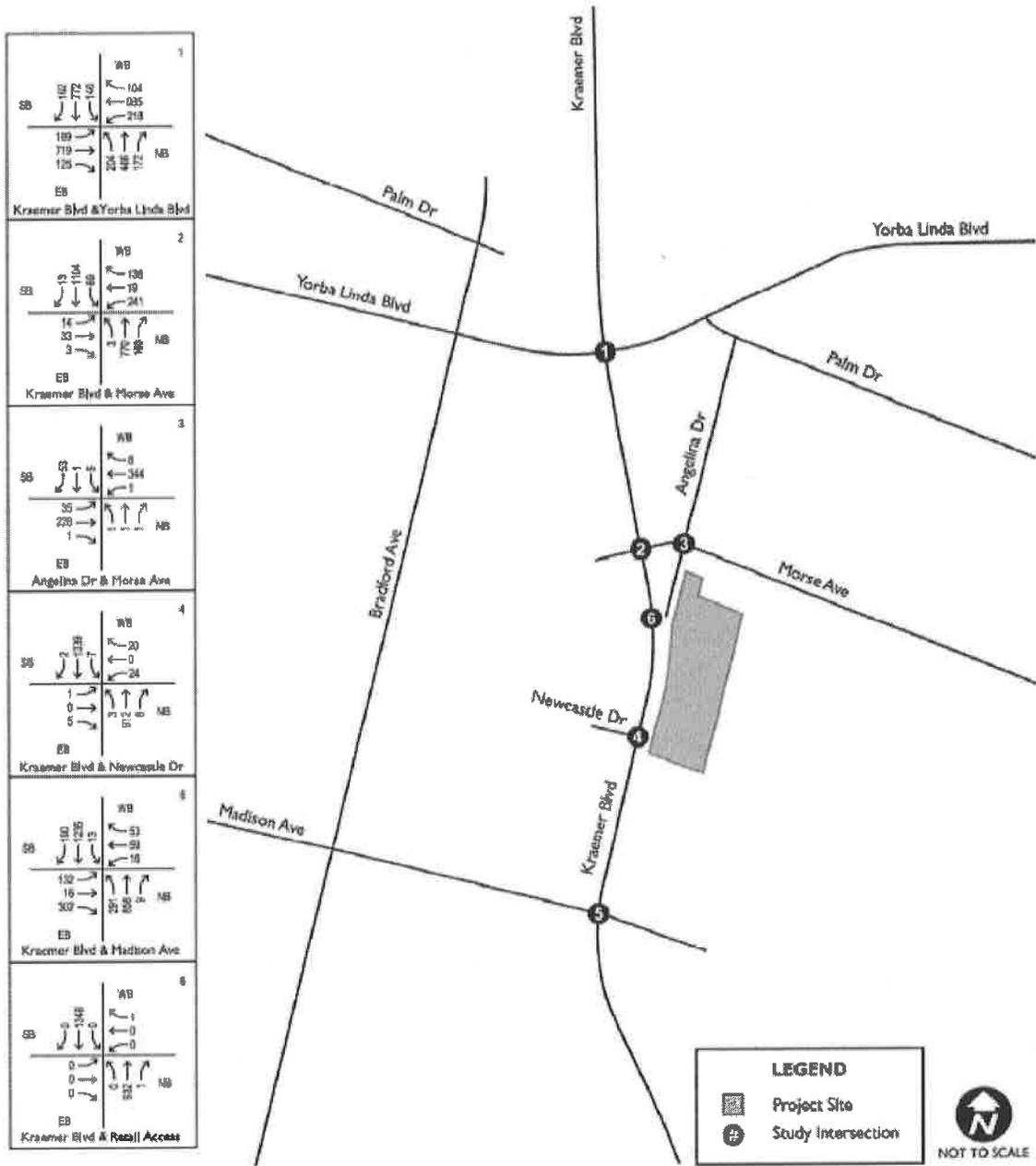


EXHIBIT 3-24 LONG RANGE 2020 AM TRAFFIC VOLUMES (ALT. 1A)

Source: KOA Corporation

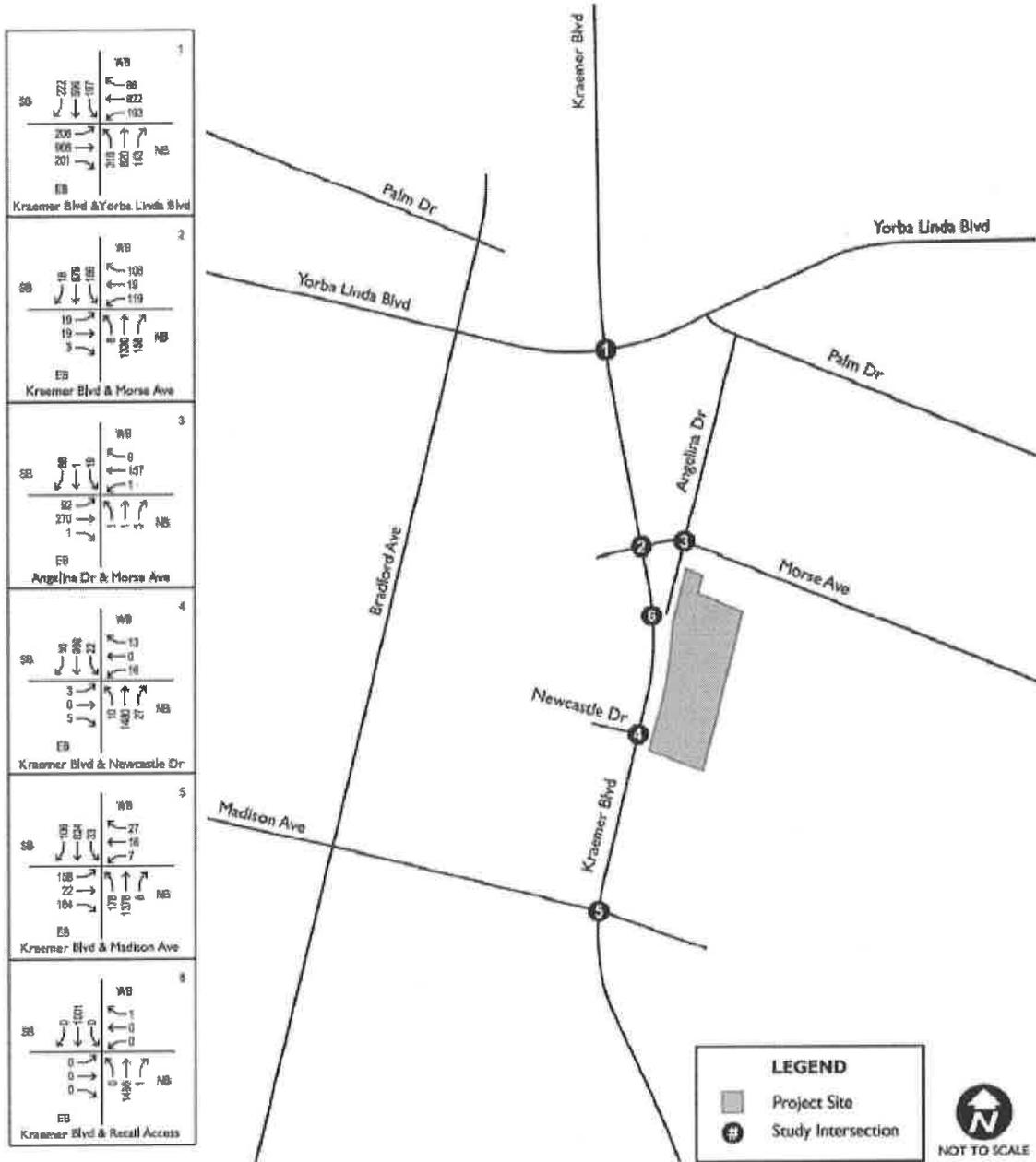


EXHIBIT 3-25
LONG RANGE 2020 PM TRAFFIC VOLUMES (ALT. 1A)

Source: KOA Corporation

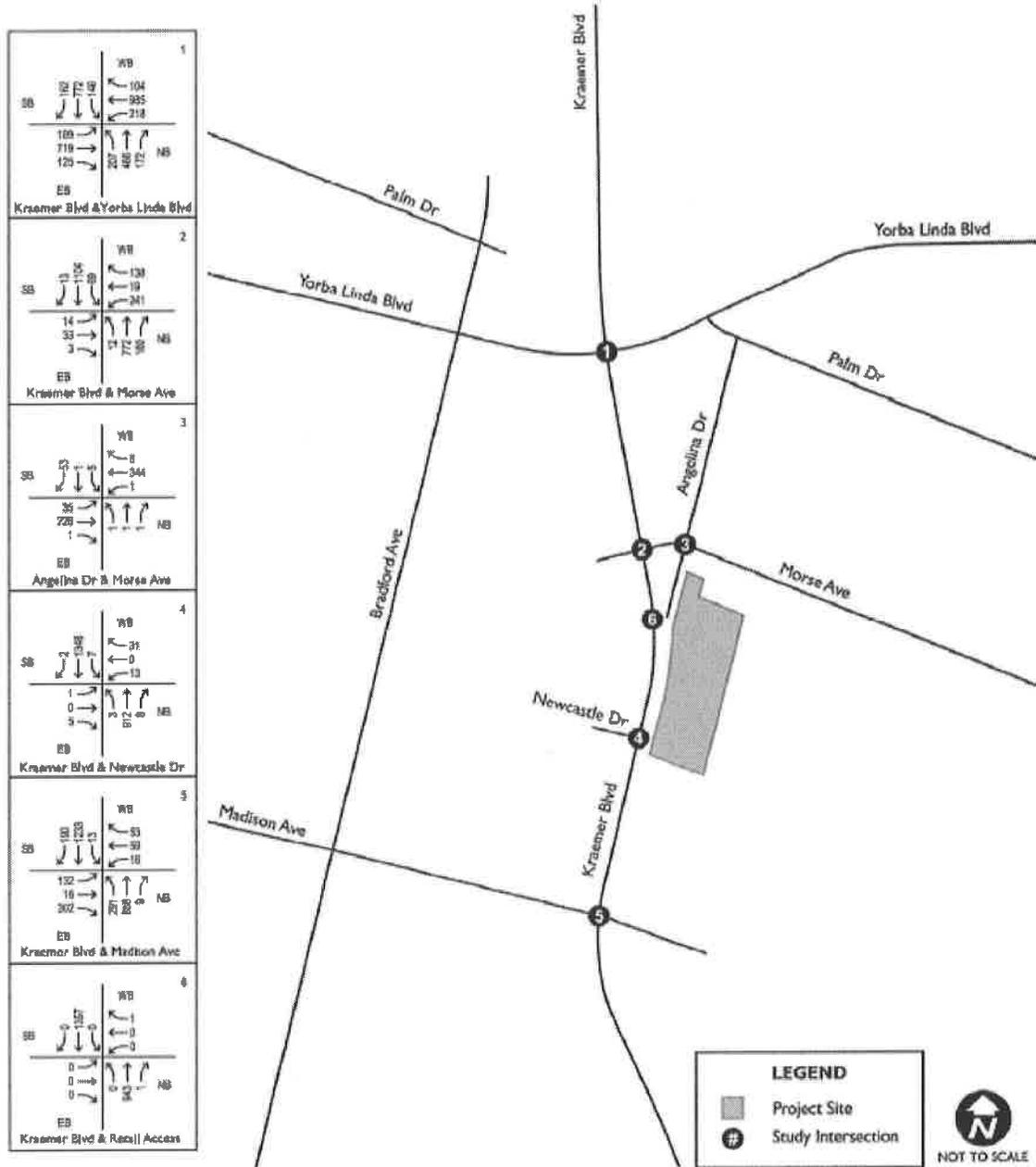


EXHIBIT 3-26
LONG RANGE 2020 AM TRAFFIC VOLUMES (ALT. 1B)
 Source: KOA Corporation

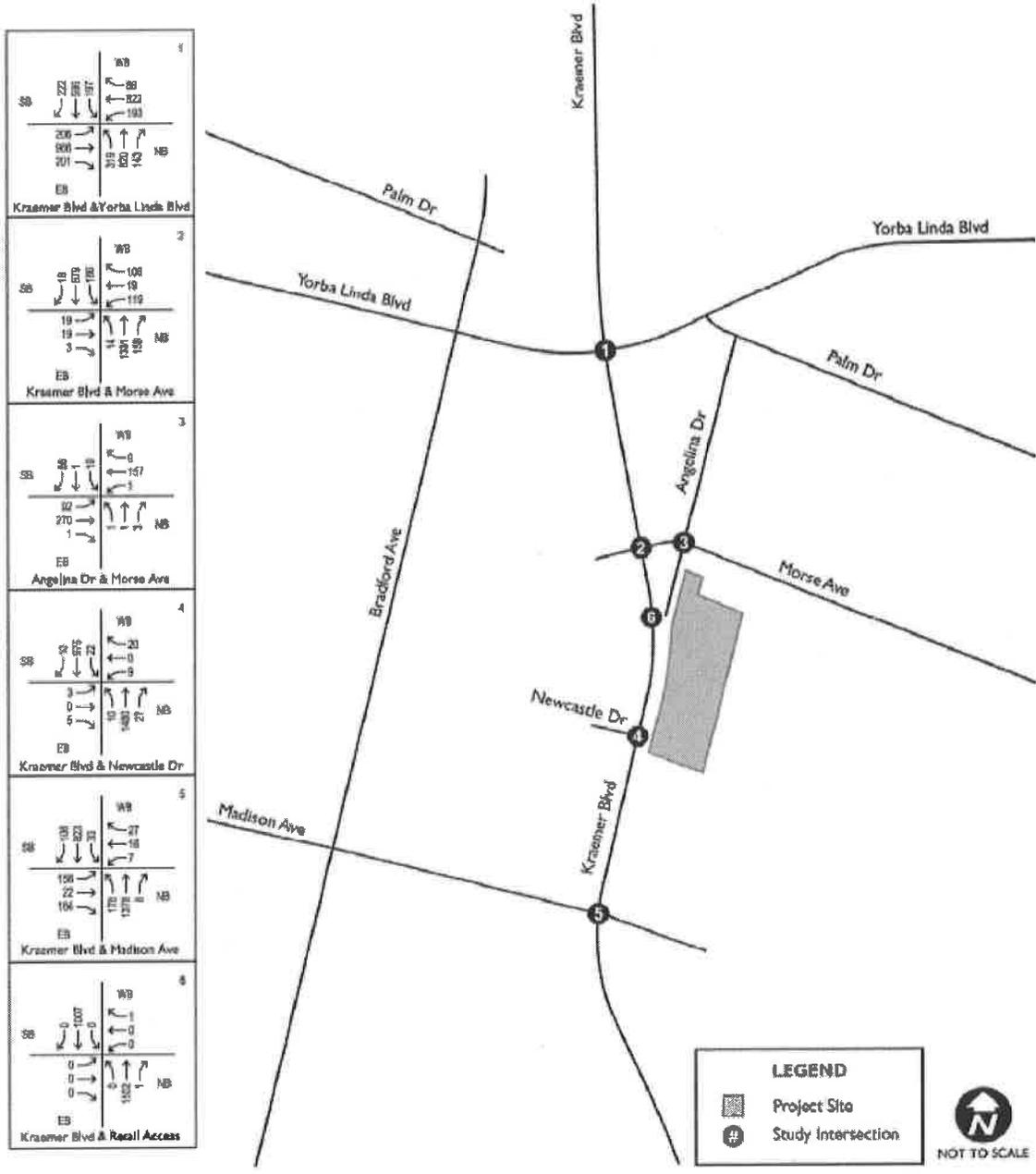


EXHIBIT 3-27
LONG RANGE 2020 PM TRAFFIC VOLUMES (ALT. 1B)
 Source: KOA Corporation

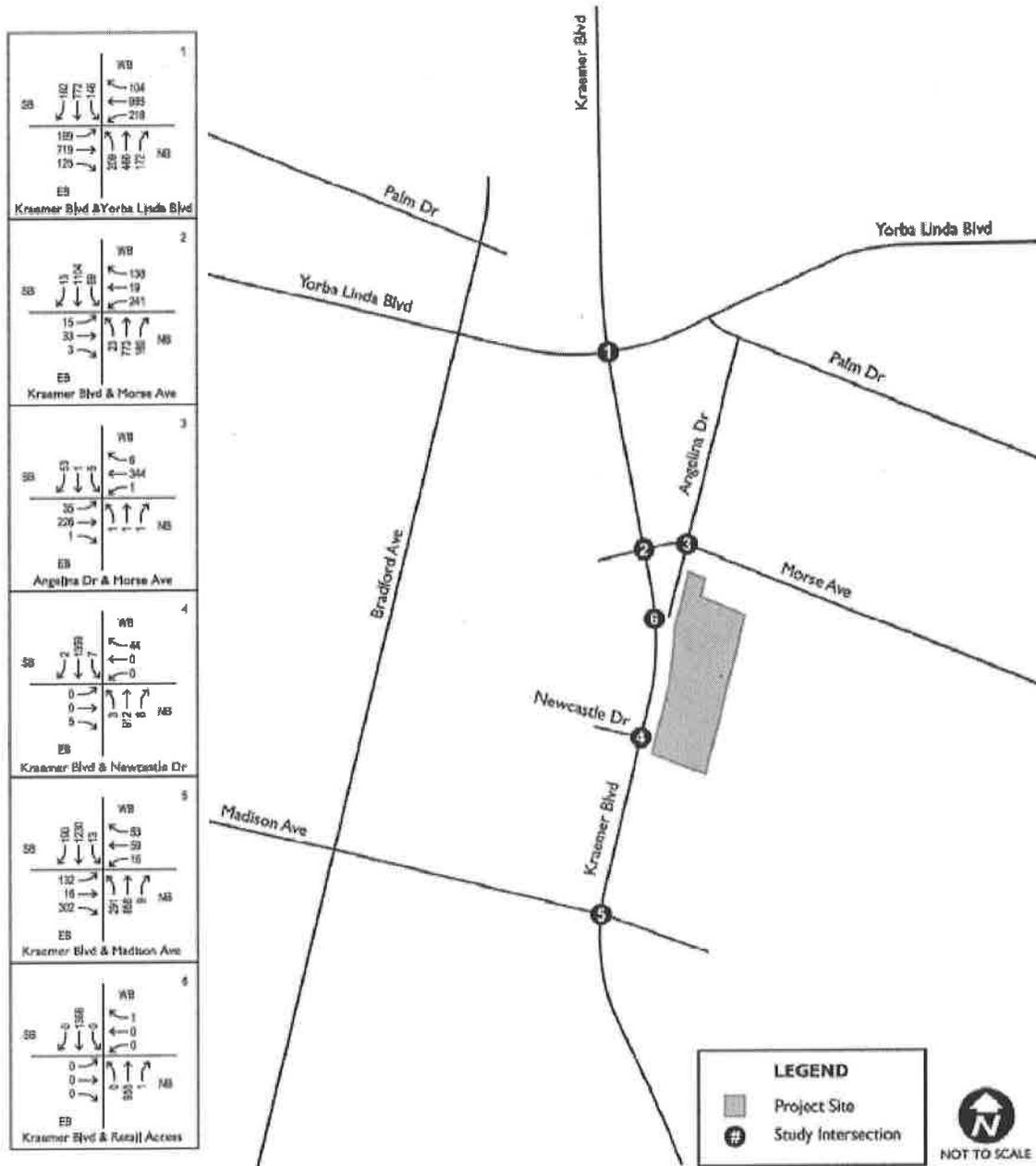


EXHIBIT 3-28
LONG RANGE 2020 AM TRAFFIC VOLUMES (ALT. 2)
 Source: KOA Corporation

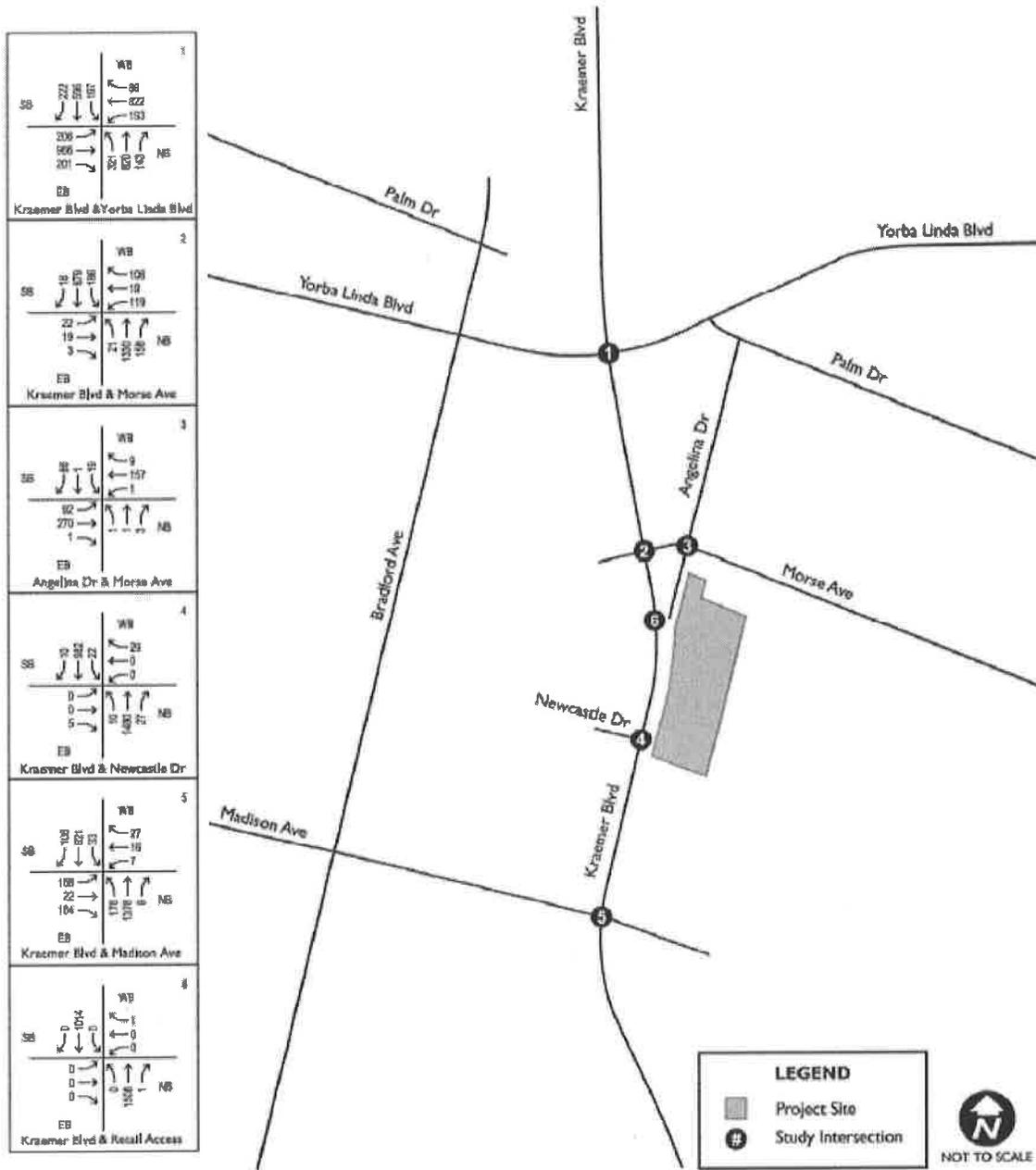


EXHIBIT 3-29
LONG RANGE 2020 PM TRAFFIC VOLUMES (ALT. 2)
 Source: KOA Corporation

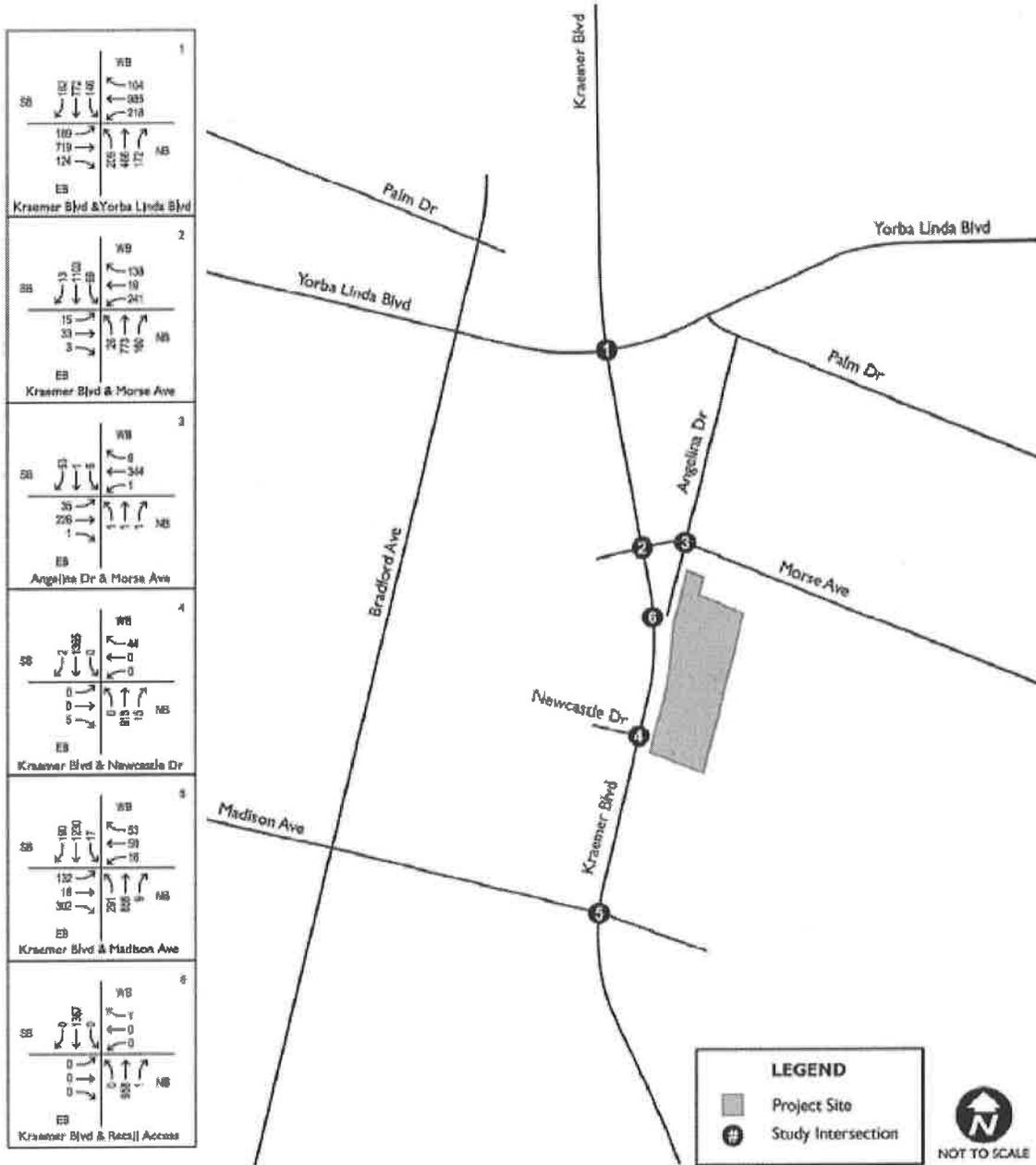


EXHIBIT 3-30
LONG RANGE 2020 AM TRAFFIC VOLUMES (ALT. 3)
 Source: KOA Corporation

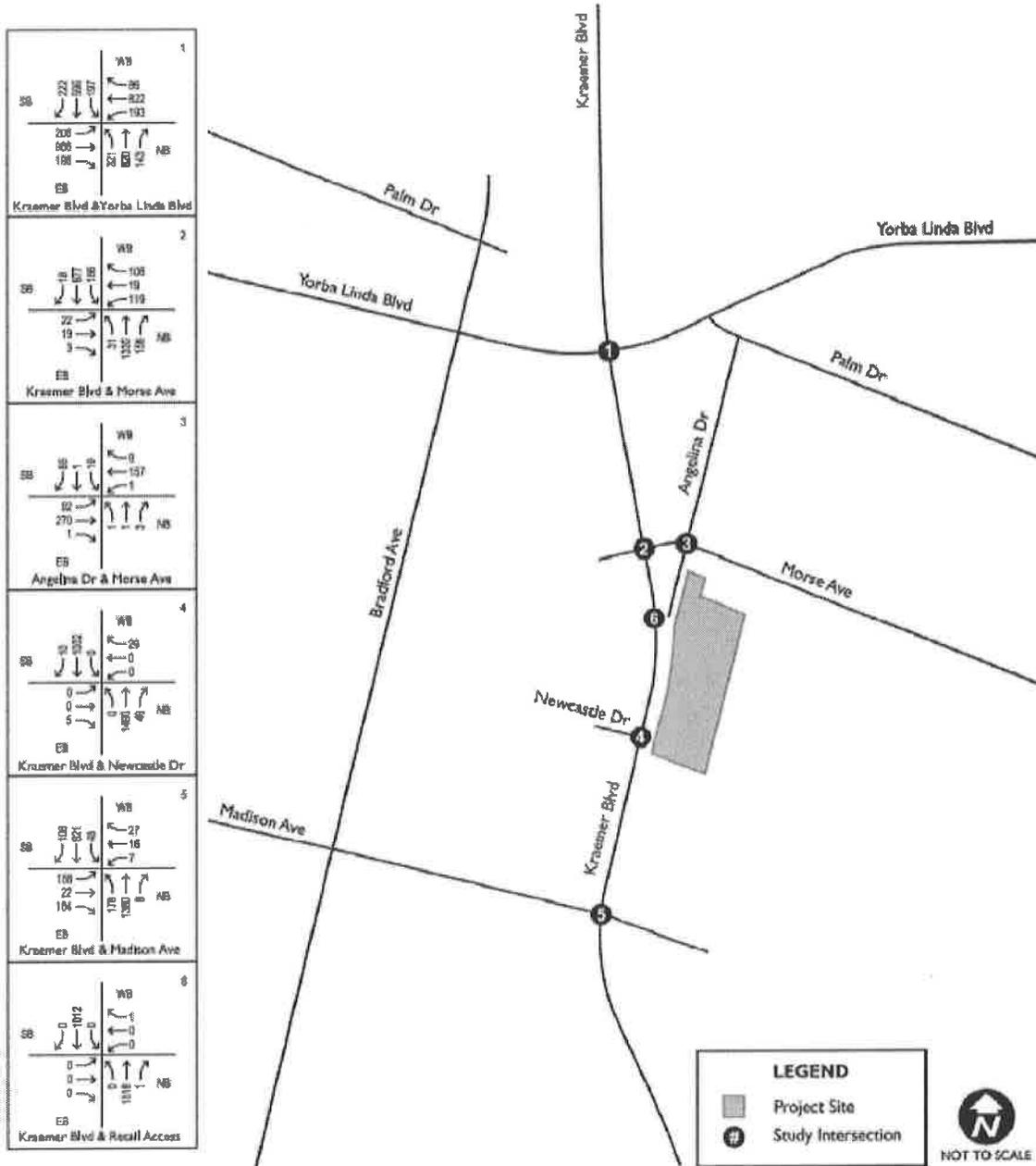


EXHIBIT 3-31
LONG RANGE 2020 PM TRAFFIC VOLUMES (ALT. 3)
 Source: KOA Corporation

A stacking analysis was conducted for four of the study intersections for the 2014 with project and 2020 with project scenarios. These intersections were considered critical based on the expected trip distribution from the project site and were selected in consultation with the City. Synchro intersection analysis software was used to conduct the analysis. Queue arrival and service times were based on established parameters and on the expected project peak hour trip generation. No gate control is proposed for the project driveway. The stacking analysis determined that a maximum of approximately two vehicles outbound would be queued at the driveway access to Kraemer Boulevard opposite Newcastle Drive at any one time (a maximum queue length of 41 feet). The maximum wait time per vehicle at the project driveway will be approximately 164 seconds under Alternative 1A, 183 seconds under Alternative 1B, 14 seconds under Alternatives 2 and 13 seconds under Alternative 3 for Opening Year condition. For the Long Range condition, the maximum wait time will be approximately 252 seconds under Alternative 1A, 183 seconds under Alternative 1B, 16 seconds under Alternative 2, and 14 seconds under Alternative 3.⁸⁹ Table 3-14 provides a summary of the queuing analysis data.⁹⁰

**Table 3-14
 Intersection Queuing Analysis Summary**

Project Intersection			Minimum Pocket Length'	95th Percentile Queue Length			
Alt.	Name	Movement		2014 With Project		2020 With Project	
				AM Peak	PM Peak	AM Peak	PM Peak
1A	Kraemer BI / Morse Av	Northbound Left Turn	70	25	25	25	25
		Northbound Left Turn	35	25	25	25	25
	Kraemer BI / Newcastle Dr	Southbound Left Turn	100	25	25	25	25
		Westbound All-Way	60	29	38	35	48
1B	Kraemer BI / Morse Av	Northbound Left Turn	70	25	25	25	25
		Northbound Left Turn	35	25	25	25	25
	Kraemer BI / Newcastle Dr	Southbound Left Turn	100	25	25	25	25
		Westbound All-Way	60	25	26	25	26
2	Kraemer BI / Morse Av	Northbound Left Turn	70	28	25	37	25
		Northbound Left Turn	35	25	25	25	25
	Kraemer BI / Newcastle Dr	Southbound Left Turn	50	25	25	25	25
		Westbound Right Turn	100	25	25	25	25
3	Kraemer BI / Morse Av	Northbound Left Turn	70	31	36	40	35
	Kraemer BI / Newcastle Dr	Westbound Left Turn	60	25	25	25	25

Note: ¹ 70 = Existing Turn Pocket Length; ² MO = Recommended Turn Pocket Length ³ NC = No change to existing pocket length ⁴ Minimum queue length of 25 feet for one vehicle.

⁸⁹ KOA Corporation. *Focused Traffic Study for the Schaner Ranch – HQT Project (TTM 17145) in the City of Placentia*. January 10, 2014.

⁹⁰ Ibid.

Appendix E included in the Traffic Study presents the sight distance for the project driveway on Kramer Boulevard opposite Newcastle Drive. The sight distance assessment is conducted based on a restricted no-left turns out configuration preferred by the City, which includes a pork-chop shaped raised median on Kramer Boulevard (refer to Exhibit 3-33). Sight distance for the westbound right turn vehicles looking to the south from the project driveway is approximately 800 feet. This is adequate to comply with the Caltrans 7.5 second sight distance criteria for a roadway speed of 45 mph or higher. Appendix E indicates that the intersection configuration would be such that the left-turning motorists' view of the on-coming traffic should not be blocked by any vehicles queued up in the opposite left turn lane.⁹¹

The intersection of Kraemer Boulevard at Newcastle Drive was analyzed to determine required turn pocket lengths with the addition of background and project traffic. As shown in Table 3-14, the maximum expected queue for the northbound left and southbound left movements is 25 feet (one vehicle). The existing northbound left-turn pocket will be adequate to accommodate the expected volumes. A southbound left-turn pocket of 100 feet is recommended to accommodate the expected volumes.⁹²

The analyses of turning radii were conducted using a trash truck turning template to determine if service vehicles could maneuver into and out of the project access on Kraemer Boulevard at Newcastle Drive. The analyses determined that the turning radii at the site entrance would be adequate to accommodate a typical trash truck. An overlay of the truck turning template and the project site plan is presented in Appendix F included in the Traffic Study. The accommodation for emergency vehicles should be based on guidelines for the Orange County Fire Authority. The single 18-foot wide inbound lane at the project access is adequate to accommodate a parked vehicle using the keypad access while another vehicle pass by on its right side. However, it would be desirable to provide an inbound lane wider than 18 feet.⁹³

A proposed configuration of the intersection of Kraemer Boulevard and Newcastle Drive that would prevent left turns out from the project driveway is presented in Exhibit 3-33. The City prefers a restricted no-left turns out configuration, which includes a pork-chop shaped raised median on Kramer Boulevard that is mountable by emergency vehicles.⁹⁴

In order to provide a crossing guard at the intersection of Morse Avenue and Angelina Drive, it must be warranted based on state guidelines. Crossing guard locations must exceed 600 feet from a signalized cross walk, but the signal on Morse Avenue at Kraemer Boulevard is approximately 200 feet away from Angelina Drive. The provision for a crossing guard at the intersection of Morse Avenue and Angelina Drive does not meet state guidelines.

⁹¹ KOA Corporation. *Focused Traffic Study for the Schaner Ranch – HQT Project (TTM 17145) in the City of Placentia*. January 10, 2014.

⁹² Ibid.

⁹³ Ibid.

⁹⁴ Ibid.

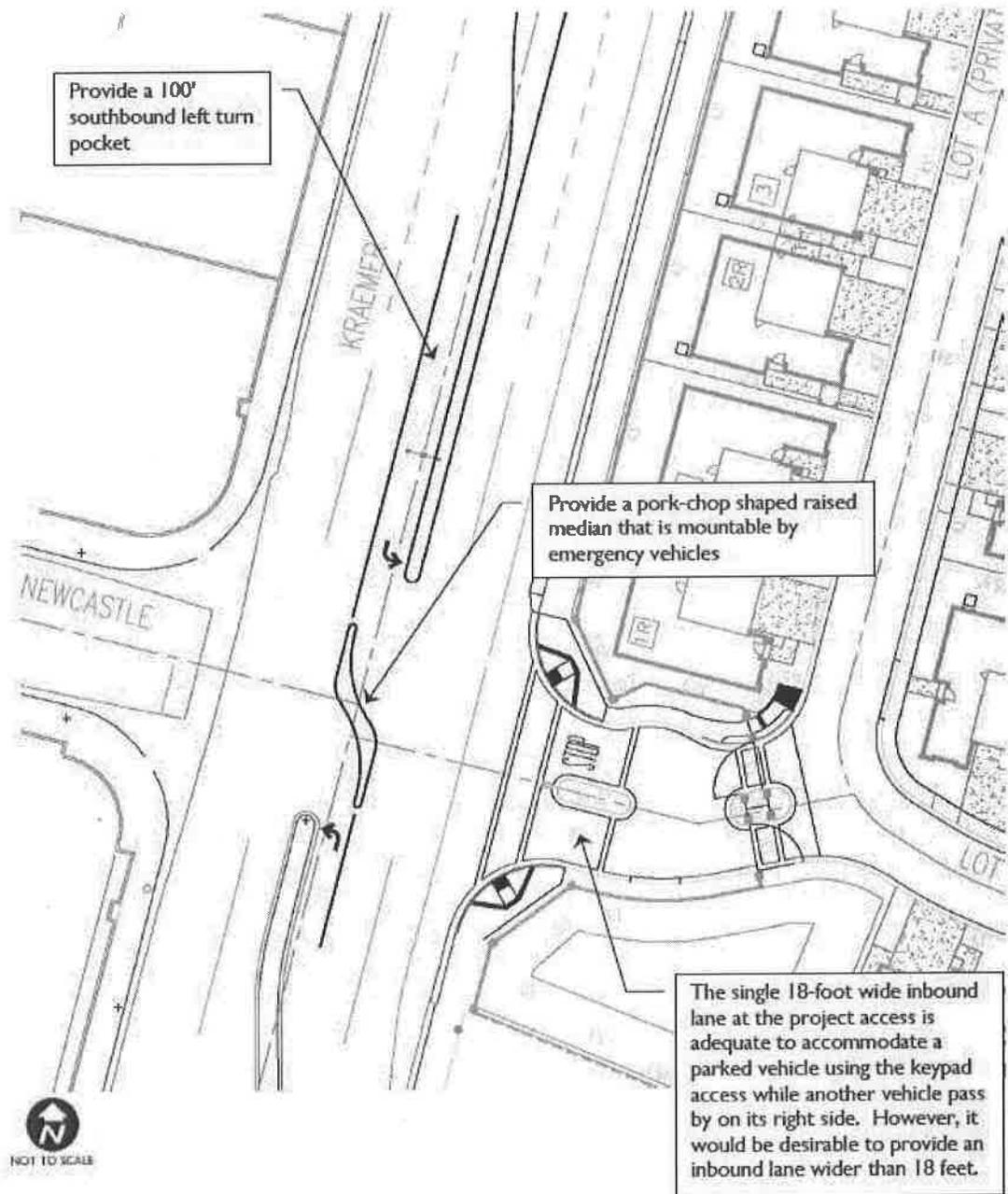


EXHIBIT 3-33
RECOMMENDED SITE ACCESS
Source: KOA Corporation

The proposed 78-unit single-family detached housing project would generate a total of 59 AM peak hour trips and 78 PM peak hour trips on weekdays. All study intersections operate at acceptable levels of service (LOS C or better) under existing conditions. All intersections are expected to operate at acceptable levels of service (LOS C or better) under *Project Opening Year (2014)* and *Long Range (2020)* conditions, except for the intersection of Kraemer Boulevard and Newcastle Drive under Alternatives 1A and 1B. This intersection would be stopped controlled on Newcastle Drive (the project driveway) and is expected to operate at Level of Service F under Alternatives 1A and 1B, with a delay of approximately 58 to 252 seconds. If used, these alternatives would require mitigation. This condition is due to the back-up of vehicles turning left out of the project driveway onto Kramer Boulevard. Under Alternatives 2 and 3 the level of service at this intersection would be at LOS B with a delay of approximately 12 to 16 seconds.⁹⁵

The maximum outbound queue at the project driveway access to Kraemer Boulevard at Newcastle Drive is expected to be two vehicles for Alternatives 1A and 1B. This is within the available storage length of approximately 60 feet. There will be basically no queues under Alternatives 2 and 3. Sight distance at the project driveway (800 feet to the south) is adequate for the posted speed along Kraemer Boulevard. The vehicle maneuverability for the project access appears to be adequate. Finally, the provision for a crossing guard at the intersection of Morse Avenue and Angelina Drive does not meet state guidelines because it is less than 600 feet from a signalized crosswalk.⁹⁶ Mitigation measures that will be required to address potential traffic and circulation impacts include the following:

- Exhibit 3-33 presents a proposed configuration of the intersection of Kraemer Boulevard and Newcastle Drive that would prevent left turns out from the project driveway. The City prefers a restricted no-left turns out configuration, which includes a pork-chop shaped raised median on Kramer Boulevard that is mountable by emergency vehicles. Appendix G included in the Traffic Study shows examples of mountable curbs.
- A southbound left-turn pocket of 100 feet at the intersection of Kraemer Boulevard and Newcastle Drive is recommended to accommodate expected future traffic volumes. The single 18-foot wide inbound lane at the project access is adequate to accommodate a parked vehicle using the keypad access while another vehicle pass by on its right side. However, it would be desirable to provide an inbound lane wider than 18 feet.
- The existing northbound left turn pocket length of 70 feet at the intersection of Kraemer Boulevard and Morse Avenue will be adequate to accommodate expected future traffic volumes.

The aforementioned mitigation will reduce the project specific impacts to levels that are less than significant.

⁹⁵ KOA Corporation. *Focused Traffic Study for the Schaner Ranch – HQT Project (TTM 17145) in the City of Placentia*. January 10, 2014.

⁹⁶ Ibid.

- B. Would the project result in a conflict with an applicable congestions management program, including but not limited to, level of service standards and travel demand measures, or other standards established by the County Congestion Management Agency for designated roads or highways? No Impact.*

In 1991, Orange County established the Congestion Management Program (CMP), to monitor traffic volumes on major arterials within the County for the purpose of coordinating land use and development growth. Compliance with the CMP requirements ensures the City's eligibility to compete for State gas tax funds for local transportation projects. Within the project vicinity, roadways within the CMP Highway System include Beach Boulevard, Imperial Highway, and Whittier Boulevard. The Orange County CMP states that:

"...a Traffic Impact Analysis (TIA) will be required for CMP purposes for all proposed developments generating 2,400 or more daily trips" and "...for developments which will directly access a CMP Highway System link, the threshold for requiring a TIA should be reduced to 1,600 or more trips per day."

The proposed project will generate 743 daily trips during an average weekday which is well under the 2,400 daily trips that serve as the CMP threshold. Consequently, the proposed project will not require a CMP level of analysis. The City requires all developers to comply with the Citywide Traffic Fee Ordinance and the Phasing "Fair Share" Ordinance for any incremental impacts even if the impact is less than significant. The fees are applied to funding the City's current transportation improvement projects. As a result, the proposed project will not impact a designated CMP facility.

- C. Would the project result in a change in air traffic patterns, including either an increase in traffic levels or a change in the location that results in substantial safety risks? No Impact.*

The proposed project will not impact any Federal Aviation Administration (FAA) air traffic height restrictions. Finally, the project site is not located within an approach or take-off aircraft safety zone. As a result, no significant adverse impacts are anticipated.

- D. Would the project substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)? No Impact.*

Access to the mixed use component will be provided by existing curb-cuts with Kraemer Boulevard and Morse Avenue. The residential structures will be arranged around a series of private internal streets. As indicated previously, primary access to the residential component will be provided by a main entry located opposite to Newcastle Drive. The primary entry will include a 13-foot entry lane and an 13-foot exit lane separated by a six-foot raised median. The entry/exit will be designed to accommodate vehicles turning around to exit onto Kraemer Boulevard in the event they do not enter the proposed development. In addition, the 13-foot entry and exit lanes will be able to accommodate two lanes of vehicles. Once inside the residential development, vehicles will proceed along the main internal roadway (A Street) that has a curb-to-curb width 24 feet with no on-street parking permitted. From the main internal roadway, vehicles will proceed to the more narrow streets that will provide direct access to the enclosed garages of the

individual residential units. These internal streets have an average width ranging between 24 and 28 feet.⁹⁷

Each of the residential units will contain two enclosed parking spaces for a total of 156 parking spaces. In addition, 156 regular parking spaces will be provided by each unit's driveway space. The guest parking will account for an additional 20 parking spaces. Therefore, a total of 332 (4.25 spaces per unit) will be provided with the implementation of the proposed project. With the provided required

E. Would the project result in inadequate emergency access? No Impact.

At no time will any designated emergency evacuation route be closed to traffic due to the proposed project. As a result, the project will not result in any significant adverse impacts.

F. Would the project result in a conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities? Less than Significant Impact.

Public transit service in Placentia includes fixed-route bus service, commuter bus service, and paratransit service. The Orange County Transportation Authority (OCTA) provides fixed route bus service within the City. OCTA operates eight fixed bus routes and provides service to La Habra, Brea, Yorba Linda, Orange, Anaheim, Fullerton, Santa Ana, and other cities in Orange County. OCTA Route 129 extends along Kraemer Boulevard and a bus stop is located along the roadway's frontage with the site. The proposed project will not require the elimination of this bus stop. The proposed project will result in a minimal increase in transit patronage, though the impact will be less than significant.

3.16.3 CUMULATIVE IMPACTS

The proposed project's implementation will result in an incremental increase in Citywide traffic. This additional traffic will not significantly impact the peak hour levels of service of any area intersections. As a result, no cumulative impacts are anticipated.

3.16.4 MITIGATION MEASURES

The following mitigation is required as a means to reduce potential traffic and circulation impacts to levels that are less than significant.

Mitigation Measure 22 (Traffic and Circulation). Exhibit 3-33 presents a proposed configuration of the intersection of Kraemer Boulevard and Newcastle Drive that would prevent left turns out from the project driveway. The City prefers a restricted no-left turns out configuration, which includes a pork-chop shaped raised median on Kramer Boulevard that is mountable by emergency vehicles. Appendix G included in the Traffic Study shows examples of mountable curbs.

⁹⁷ King Civil Engineering Corporation. Vesting Tentative Tract Map No. 17145, Site Plan (No Date).

Mitigation Measure 23 (Traffic and Circulation). A southbound left-turn pocket of 100 feet at the intersection of Kraemer Boulevard and Newcastle Drive is recommended to accommodate expected future traffic volumes. The single 18-foot wide inbound lane at the project access is adequate to accommodate a parked vehicle using the keypad access while another vehicle pass by on its right side. However, it would be desirable to provide an inbound lane wider than 18 feet.

Mitigation Measure 24 (Traffic and Circulation). The existing northbound left turn pocket length of 70 feet at the intersection of Kraemer Boulevard and Morse Avenue will be adequate to accommodate expected future traffic volumes.

3.17 UTILITIES

3.17.1 THRESHOLDS OF SIGNIFICANCE

According to the City of Placentia, a project may be deemed to have a significant adverse impact on utilities if it results in any of the following:

- An exceedance of the wastewater treatment requirements of the applicable Regional Water Quality Control Board;
- The construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental impacts;
- The construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects;
- An overcapacity of the storm drain system causing area flooding;
- A determination by the wastewater treatment provider that serves or may serve the project that it has inadequate capacity to serve the project's projected demand;
- The project will be served by a landfill with insufficient permitted capacity to accommodate the project's solid waste disposal needs;
- Non-compliance with Federal, State, and local statutes and regulations relative to solid waste;
- A need for new systems, or substantial alterations in power or natural gas facilities; or,
- A need for new systems, or substantial alterations in communications systems.

3.17.2 ANALYSIS OF ENVIRONMENTAL IMPACTS

A. Would the project exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board? Less than Significant Impact with Mitigation.

Municipal wastewater is generated in the City's service area from a combination of residential and commercial sources. Wastewater in the City is collected by gravity sewers and lift stations owned and operated by the City of Placentia. The wastewater is transported through trunk sewers to Orange County Sanitation District's (OCS D) Plant No. 1 (located in Fountain Valley) and Plant No. 2 (located in Huntington Beach). Treated effluent is discharged into the Pacific Ocean, through a 120-inch outfall line that extends four miles out in the ocean. The OCS D currently serves 2.3 million residents within the northern and central portions of the County. The OCS D is currently initiating a series of improvements that would increase the peak wet weather treatment capacity to 340 million gallons per day. Plant No. 1 has an existing remaining treatment capacity of 80 million gallons per day (mgd) while Plant No. 2 has an existing remaining treatment capacity of 62 mgd.

The proposed project will consume 19,500 gallons of water and generate 17,940 gallons of effluent on a daily basis. Sewer service to the proposed project site will be provided by a new connection to an existing main in Fairway Lane (Reach 39). Water service to the proposed project site will also be provided by a connection to an existing 10-inch water line in Fairway Lane. Contact with the City of Placentia Public Works Department indicated the existing mains have sufficient capacity to accommodate the project's water and sewer system requirements. All water line sizes and connections are subject to review by the Golden State Water Company. In addition, any requisite sewer connection fee paid to the Orange County Sanitation District should be verified with the Building Division. However, the following measures have been incorporated into the project as a means to reduce effluent generation and water consumption:

- The Applicant shall install ultra-low flow water fixtures to reduce the volume of sewage to the system as required by the Chief Building Official prior to the issuance of a Certificate of Occupancy.
- The Applicant shall review the California Department of Water Resources recommendations for water conservation and incorporate the recommendations into the structural improvement plans prior to the issuance of Building Permits.

The project's impacts will be less than significant with adherence to the aforementioned mitigation measures.

B. Would the project require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental impacts? Less than Significant Impact.

The proposed project will result in 17,940 gallons of effluent on a daily basis. This additional effluent generation may be accommodated by existing facilities. Sewer connections to the proposed project site will be obtained from the existing sewer mains in Kraemer Boulevard. All sewer line sizes and connections are subject to review by the Public Works Department. In addition, any requisite sewer connection fee paid to

the Orange County Sanitation District should be verified with the Public Works Department. Communication with the City has indicated that the existing sewer line has sufficient capacity to accommodate projected flows. As a result, the potential impacts are considered to be less than significant.

C. Would the project require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? Less than Significant Impact.

The proposed project will be required to comply with all pertinent Federal Clean Water Act requirements. The site proposes a new parking area and is subject to the National Pollutant Discharge Elimination System (NPDES) permit from the Regional Water Quality Control Board. The project will also be required to comply with the City's storm water management guidelines. Pre-development, this site is approximately 90% pervious and 10% impervious. Following the site's development, this site will be approximately 75% impervious. The mitigation identified in Section 3.9.4 will reduce the potential impacts to levels that are less than significant.

D. Would the project have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed? Less than Significant Impact.

Water service to the project site is provided by Golden State Water Company. Suburban water mains are located within the rights-of-way of the roadways, including Kraemer Boulevard. The proposed development is projected to consume 22,961 gallons of water on a daily basis. Although some minor increase in the demand for domestic water may occur as a result of the proposed development, the increase would not be significant and adequate water supplies and facilities are available to serve the proposed project. Therefore, the proposed project's impacts are considered to be less than significant.

E. Would the project result in a determination by the wastewater treatment provider, which serves or may serve the project that it has inadequate capacity to serve the project's projected demand in addition to the provider's existing commitments? No Impact.

As indicated previously, the proposed project will result in 17,940 gallons of effluent on a daily basis. This additional effluent generation may be accommodated by existing facilities. Sewer connections to the proposed project site will be obtained from the existing sewer mains in Kraemer Boulevard. All internal sewer line sizes and connections are subject to review by the City. No new treatment facilities or expanded entitlements will be required. In addition, no upgrades to the existing off-site sewer lines would be required to accommodate the proposed use. As a result, no significant adverse impacts are anticipated.

F. Would the project be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs? Less than Significant Impact with Mitigation.

Trash collection services in the City is provided by Placentia Disposals. Residual waste is transported to the Brea-Olinda/Alpha-Olinda Landfill for final disposal. This landfill is located northeast of Brea on the northern extension of Valencia Avenue. Olinda-Alpha is permitted to receive a daily maximum of no more than 8,000 tons per day (TPD). The landfill opened in 1960 and the landfill is scheduled to close in

approximately December of 2021.⁹⁸ If the State permitted daily tonnage limit is reached at any Orange County landfill, waste haulers are subject to diversion at any time to local transfer stations located throughout the County. The proposed project is anticipated to generate 312 pounds of solid waste on a daily basis. The following measures are recommended in order to further mitigate impacts to disposal of waste:

- The Applicant shall comply with all programs adopted by the City for the reduction of solid waste as required by the Director of Public Works.
- The Applicant shall require the contractors to recycle materials during demolition and construction.

Aforementioned measures have been recommended as a means to further reduce solid waste. As a result, the impacts on solid waste generation are considered to be less than significant.

G. Would the project comply with Federal, State, and local statutes and regulations related to solid waste? No Impact.

The proposed use, like all other development in the City, will be required to adhere to all pertinent ordinances related to waste reduction and recycling. As a result, no significant adverse impacts on the existing regulations pertaining to solid waste generation will result from the proposed project's implementation.

H. Would the project result in a need for new systems, or substantial alterations in power or natural gas facilities? No Impact.

Sempra Energy and SCG provide service upon demand, and early coordination with these utility companies will ensure adequate and timely service to the project site. Thus, no significant adverse impacts on power and natural gas services will result from the adoption and subsequent implementation of the proposed project.

I. Would the project result in a need for new systems, or substantial alterations in communications systems? No Impact.

The proposed development will continue to require telephone service from various local and long-distance providers. The existing telephone lines in the area will continue to be utilized to provide service to future development. Thus, no impacts on communication systems are anticipated.

3.17.3 CUMULATIVE IMPACTS

The potential impacts related to water line and sewer line capacities are site specific. Furthermore, the analysis herein also determined that the proposed project would not result in any significant adverse impacts on utility infrastructure and/or services. The ability of the existing sewer and water lines to

⁹⁸ Waste Management of Orange County. *Conversation with Ray Hall.*

accommodate the projected demand from future development in the area will require evaluation on a case-by-case basis. As a result, no cumulative impacts on utilities will occur.

3.17.4 MITIGATION MEASURES

The following measures will be applicable to the proposed project as a means to address potential utility impacts:

Mitigation Measure 25 (Utilities). The Applicant shall install ultra-low flow water fixtures to reduce the volume of sewage to the system as required by the Chief Building Official prior to the issuance of a Certificate of Occupancy.

Mitigation Measure 26 (Utilities). The Applicant shall review the California Department of Water Resources recommendations for water conservation and incorporate the recommendations into the structural improvement plans prior to the issuance of Building Permits.

Mitigation Measure 27 (Utilities). The Applicant shall comply with all programs adopted by the City for the reduction of solid waste as required by the Director of Public Works.

Mitigation Measure 28 (Utilities). The Applicant shall require the contractors to recycle materials during demolition and construction.



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SECTION 4 - CONCLUSIONS

4.1 MANDATORY FINDINGS OF SIGNIFICANCE

The following findings can be made regarding the Mandatory Findings of Significance set forth in Section 15065 of the CEQA Guidelines based on the results of this environmental assessment:

- The approval and subsequent implementation of the proposed project *will not* have the potential to degrade the quality of the environment, with the implementation of the mitigation measures included herein.
- The approval and subsequent implementation of the proposed project *will not* have the potential to achieve short-term goals to the disadvantage of long-term environmental goals, with the implementation of the mitigation measures referenced herein.
- The approval and subsequent implementation of the proposed project *will not* have impacts that are individually limited, but cumulatively considerable, when considering planned or proposed development in the immediate vicinity, with the implementation of the mitigation measures contained herein.
- The approval and subsequent implementation of the proposed project *will not* have environmental effects that will adversely affect humans, either directly or indirectly, with the implementation of the mitigation measures contained herein.
- The Initial Study indicated there is no evidence that the proposed project will have an adverse effect on wildlife resources or the habitat upon which any wildlife depends.



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SECTION 5 REFERENCES

5.1 PREPARERS

BLODGETT/BAYLOSIS ASSOCIATES
16388 E. Colima Road, Suite 206
Hacienda Heights, California 91745
(626) 336-0033

Marc Blodgett, Project Manager
Rosalyn Perry, Project Planner

5.2 REFERENCES

Bugliarello, et. al., *The Impact of Noise Pollution*, Chapter 127, 1975.

California Administrative Code, *Title 24, Energy Conservation*, 1990.

California Department of Conservation, *Mineral Land Classification of the Orange County Area*, 1987.

California Department of Conservation, Division of Oil, Gas and Geothermal Resources, *Regional Wildcat Map 101*, 1990.

California Department of Fish and Game, *Natural Diversity Database*, 2010.

California Division of Mines and Geology, *Seismic Hazards Mapping Program*, 1999.

California Department of Parks and Recreation, *California Historical Landmarks*, 2004.

California Department of Water Resources, *Progress Report on Groundwater Geology of the Coastal Plain of Orange County*, 1967.

California Environmental Protection Agency, *Hazardous Material Users/Generators in Los Angeles County*, 2004.

California Office of Planning and Research, *California Environmental Quality Act and the CEQA Guidelines*, as amended 2005.

California, State of California Public Resources Code Division 13, *The California Environmental Quality Act. Chapter 2.5, Section 21067 and Section 21069*.1998.

Placentia, City of. *Placentia General Plan*. As amended.

Placentia, City of. *Zoning Ordinance*. As Amended.

Federal Emergency Management Agency, *Flood Insurance Rate Map*.

Rand McNally, *Street Finder*, 1998.

Southern California Association of Governments, *Regional Housing Needs Assessment*, 2010.

South Coast Air Quality Management District, *CEQA Air Quality Handbook*, 2000.

South Coast Air Quality Management District, *Air Quality Management Plan*, 2007.

Thomas Brothers Maps, *The Thomas Guide for Los Angeles and Orange Counties*, 2000.

U.S. Bureau of the Census, *2000 U.S. Census*, 2010.

U.S. Geological Survey, *Evaluating Earthquake Hazards in the Los Angeles Region - An Earth Science Perspective*, *USGS Professional Paper 1360*, 1985.

U.S. Geological Survey, *Placentia 7-1/2 Minute Quadrangle*, 1986.



ATTACHMENT 2

MITIGATION MONITORING AND REPORTING PROGRAM

MITIGATION MONITORING AND REPORTING PROGRAM

MITIGATION MONITORING AND REPORTING PROGRAM PROCEDURES

Section 21081.6 of the Public Resources Code requires a Lead Agency to adopt a “reporting or monitoring program for the changes to the project or conditions of project approval, adopted in order to mitigate or avoid significant effects on the environment” (Mitigation Monitoring Program, Section 15097 of the CEQA Guidelines provides additional direction on mitigation monitoring or reporting). The City of Placentia is the Lead Agency for the Schaner Ranch Project.

A Mitigated Negative Declaration has been prepared to address the potential environmental impacts of the proposed project. Where appropriate, this environmental document identified project design features or recommended mitigation measures to avoid or to reduce potentially significant environmental impacts of the proposed project. This Mitigation Monitoring and Reporting Program (MMRP) is designed to monitor implementation of the mitigation measures identified for the proposed 78-unit Residential Development Project. The MMRP is subject to review and approval by the Lead Agency as part of the approval of environmental determination and adoption of project conditions. The required mitigation measures are listed and categorized by impact area, with an accompanying identification of the following:

- Monitoring Phase, the phase of the project during which the mitigation measure shall be monitored
 - Pre-Construction, including the design phase
 - Construction
 - Post-Construction
- The Implementing Party, the agency with the power to implement the mitigation measure
- The Enforcement Agency, the agency with the power to enforce the mitigation measure, and
- The Monitoring Agency, the agency to which reports involving feasibility, compliance, implementation and development are made.

The MMRP performance shall be monitored annually to determine the effectiveness of the measures implemented in any given year and reevaluate the mitigation needs for the upcoming year.

3.1 AESTHETIC

(Mitigation Measure 1) The Applicant shall ensure that all street lighting meet the equipment and illumination standards of the City to the satisfaction of the Department of Development Services and Public Works. The Applicant must also submit an exterior lighting plan in conformance with City Standards for review and approval by the department of Development Services prior to the issuance of building permits.

Monitoring Phase:	Pre-Construction and Post-Construction
Implementation Party:	Applicant
Enforcement Agency:	Development Services Department
Monitoring Agency:	Development Services Department

3.3 AIR QUALITY

(Mitigation Measure 2) The Applicant shall ensure that trucks carrying demolition debris are hosed off before leaving the construction site pursuant to the approval of the Department of Development Services.

Monitoring Phase:	Construction
Implementation Party:	Applicant
Enforcement Agency:	Development Services Department, Department of Public Works,
Monitoring Agency:	Development Services Department, Department of Public Works

(Mitigation Measure 3) The Applicant shall ensure that the contractors adhere to all pertinent SCAQMD protocols regarding grading, site preparation, and construction activities.

Monitoring Phase:	Construction
Implementation Party:	Applicant
Enforcement Agency:	Development Services Department
Monitoring Agency:	Development Services Department

(Mitigation Measure 4) The Applicant shall ensure that the grading and building contractors must adhere to all pertinent provision of Rule 403 pertaining to the generation of fugitive dust during grading and/or the use of equipment on unpaved surfaces. The contractors will be responsible for being familiar with, and implementing any pertinent best available measures.

Monitoring Phase:	Construction
Implementation Party:	Applicant
Enforcement Agency:	Development Services Department
Monitoring Agency:	Development Services Department

3.4 BIOLOGICAL RESOURCES

(Mitigation Measure 5) The existing trees will be replaced pursuant to the Landscape Plans that will be submitted to the City for review and approval, which will include one tree per lot (78 trees) within the front yard setback and 10 trees within the common area for a total of 88 trees.

Monitoring Phase:	Pre-Construction and Construction
Implementation Party:	Applicant
Enforcement Agency:	Development Services Department
Monitoring Agency:	Development Services Department

3.5 CULTURAL RESOURCES

(Mitigation Measure 6) The project Applicant will take photographs of the residences' exterior and interior and preserve any available drawings and plans which will be placed in the History Room of the City of Placentia.

Monitoring Phase:	Pre-Construction
Implementation Party:	Applicant
Enforcement Agency:	Development Services Department
Monitoring Agency:	Development Services Department

3.8 HAZARDS & HAZARDOUS MATERIALS

(Mitigation Measure 7) The Applicant, and the contractors, must adhere to all requirements governing the handling, removal, and disposal of asbestos-containing materials, lead paint, underground septic tanks, and other hazardous substances and materials that may be encountered during demolition and land clearance activities. Documentation as to the amount, type, and evidence of disposal of materials at an appropriate hazardous material landfill site shall be provided to the Chief Building Official prior to the issuance of the Building Permits. Any contamination encountered during the demolition, grading, and/or site preparation activities must also be removed and disposed of in accordance with State and Federal law prior to the issuance of the building permit.

Monitoring Phase:	Pre-Construction and Construction
Implementation Party:	Applicant
Enforcement Agency:	Development Services Department
Monitoring Agency:	Development Services Department

3.9 HYDROLOGY & WATER QUALITY

(Mitigation Measure 8) Prior to issuance of any grading permit for the project that will result in soil disturbance of one or more acres of land, the Applicant shall demonstrate that coverage has been

obtained under California's General Permit for Stormwater Discharges Associated with Construction Activity by providing a copy of the Notice of Intent (NOI) submitted to the state Water Resources Control Board and a copy of the subsequent notification of the issuance of Waste Discharge Identification (WDID) Number or other proof of filing shall be provided to the Chief Building Official and the City Engineer.

Monitoring Phase: Pre-Construction and Construction
Implementation Party: Applicant
Enforcement Agency: Development Services Department
Monitoring Agency: Development Services Department

(Mitigation Measure 9) The Applicant shall prepare and implement a Storm Water Pollution Prevention Plan (SWPP). The SWPP shall be submitted to the Chief Building Official and City Engineer prior to the issuance of a grading permit. The Applicant shall register their SWPP with the State of California. A copy of the current SWPP shall be kept at the project site and be available for review on request.

Monitoring Phase: Pre-Construction and Construction
Implementation Party: Applicant
Enforcement Agency: Development Services Department and Public Works
Monitoring Agency: Development Services Department and Public Works

(Mitigation Measure 10) All catch basins and public access points that cross or abut an open channel shall be marked by the Applicant with a water quality label in accordance with City standards. This measurement must be completed and approved by the City Engineer prior to the issuance of a Certificate of Occupancy.

Monitoring Phase: Pre-Construction and Construction
Implementation Party: Applicant
Enforcement Agency: Development Services Department and Public Works
Monitoring Agency: Development Services Department and Public Works

(Mitigation Measure 11) The Applicant shall be responsible for the construction of all on-site drainage facilities as required by the City Engineer.

Monitoring Phase: Pre-Construction and Post-Construction
Implementation Party: Applicant
Enforcement Agency: Public Works
Monitoring Agency: Public Works

3.12 NOISE

(Mitigation Measure 12) Project site activities and uses must conform to the City of Placentia Noise Control Ordinance.

Monitoring Phase: Pre-Construction and Construction
Implementation Party: Applicant
Enforcement Agency: Development Services Department
Monitoring Agency: Development Services Department

(Mitigation Measure 13) The Applicant shall provide a “windows closed” (i.e., mechanical ventilation) in each of the residential dwelling units abutting Kraemer Avenue.

Monitoring Phase: Construction and Post-Construction
Implementation Party: Applicant
Enforcement Agency: Development Services Department
Monitoring Agency: Development Services Department

(Mitigation Measure 14) Each dwelling unit will be constructed with weather-stripped solid core exterior doors and exterior wall/roof assemblies shall be insulated to further reduce interior ambient noise levels.

Monitoring Phase: Construction
Implementation Party: Applicant
Enforcement Agency: Development Services Department
Monitoring Agency: Development Services Department

(Mitigation Measure 15) The Applicant shall ensure that double-paned windows are installed within each of the residential units that have an unobstructed view of Kraemer Boulevard.

Monitoring Phase: Pre-Construction and Construction
Implementation Party: Applicant
Enforcement Agency: Development Services Department
Monitoring Agency: Development Services Department

(Mitigation Measure 16) The Applicant shall ensure that the contractors conduct demolition and construction activities between the hours of 7:00 AM and 7:00 PM on weekdays and 8:00 AM to 5:00 PM on Saturdays, with no construction permitted on Sundays or Federal holidays.

Monitoring Phase: Construction
Implementation Party: Applicant
Enforcement Agency: Development Services Department
Monitoring Agency: Development Services Department

(Mitigation Measure 17) The Contractors shall notify the nearby school administration as to the times and duration of construction activities.

Monitoring Phase: Pre-Construction and Construction
Implementation Party: Applicant
Enforcement Agency: Development Services Department
Monitoring Agency: Development Services Department

3.14 PUBLIC SERVICE

(Mitigation Measure 18) The Applicant shall ensure that all exterior lighting (i.e., parking areas, building area and entries) shall employ illumination in a manner that meets the approval of the Chief Building Official and Police Chief before Building Permits are issued.

Monitoring Phase:	Pre-Construction and Construction
Implementation Party:	Applicant
Enforcement Agency:	Development Services Department and Police Department
Monitoring Agency:	Development Services Department and Police Department

(Mitigation Measure 19) The Applicant’s building and site improvements shall conform to the city of Placentia as required by the Police Chief and the Chief Building Official before Building Permits are issued.

Monitoring Phase:	Pre-Construction and Construction
Implementation Party:	Applicant
Enforcement Agency:	Development Services Department and Police Department
Monitoring Agency:	Development Services Department and Police Department

(Mitigation Measure 20) The Applicant will be required to pay school impact fees for construction of new facilities in accordance with AB-2926 to mitigate school impacts prior to issuance of Building Permits. Evidence of payment of the school fees shall be submitted to the Chief Building Official.

Monitoring Phase:	Pre-Construction
Implementation Party:	Applicant
Enforcement Agency:	Development Services Department
Monitoring Agency:	Development Services Department

3.16 TRANSPORTATION

(Mitigation Measure 21) Exhibit 3-33 presents a proposed configuration of the intersection of Kraemer Boulevard and Newcastle Drive that would prevent left turns out from the project driveway. The City prefers a restricted no-left turns out configuration, which includes a pork-chop shaped raised median on Kraemer Boulevard that is mountable by emergency vehicles. Appendix G included in the Traffic Study shows examples of mountable curbs.

Monitoring Phase:	Pre-Construction, Construction, and Post-Construction
Implementation Party:	Applicant
Enforcement Agency:	Development Services Department and Public Works

Monitoring Agency: Development Services Department and Public Works

(Mitigation Measure 22) A southbound left-turn pocket of 100 feet at the intersection of Kraemer Boulevard and Newcastle Drive is recommended to accommodate expected future traffic volumes. The single 18-foot wide inbound lane at the project is adequate to accommodate a parked vehicle using the keypad access while another vehicle pass by on its right side.

Monitoring Phase: Pre-Construction, Construction and Post-Construction
Implementation Party: Applicant
Enforcement Agency: Development Services Department and Public Works
Monitoring Agency: Development Services Department and Public Works

3.17 UTILITIES

(Mitigation Measure 23) The Applicant shall install ultra-flow water fixtures to reduce the volume of sewage to the system are required by the Chief Building Official prior to the issuance of a Certificate of Occupancy.

Monitoring Phase: Pre-Construction, Construction, and Post-Construction
Implementation Party: Applicant
Enforcement Agency: Development Services Department
Monitoring Agency: Development Services Department

(Mitigation Measure 24) The Applicant shall review the California Department of Water Resources recommendations for water conservation and incorporate the recommendations into the structural improvement plans prior to the issuance of Building Permits.

Monitoring Phase: Pre-Construction, Construction, and Post-Construction
Implementation Party: Applicant
Enforcement Agency: Development Services Department and Public Works
Monitoring Agency: Development Services Department and Public Works

(Mitigation Measure 25) The Applicant shall comply with all programs adopted by the City for the reduction of solid waste as required by the Director of Public Works.

Monitoring Phase: Pre-Construction, Construction, and Post-Construction
Implementation Party: Applicant
Enforcement Agency: Public Works
Monitoring Agency: Public Works

(Mitigation Measure 26) The Applicant shall require the contractors to recycle materials during demolition and construction.

Monitoring Phase: Pre-Construction, Construction, and Post-Construction
Implementation Party: Applicant
Enforcement Agency: Development Services Department

Monitoring Agency: Development Services Department

ATTACHMENT 3

RESOLUTION ADOPTING GENERAL PLAN AMENDMENT GPA-2014-01

RESOLUTION NO. R-2014-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA ADOPTING A GENERAL PLAN AMENDMENT PERTAINING TO THAT CERTAIN REAL PROPERTY MORE PARTICULARLY DESCRIBED HEREIN AND MODIFYING THE DESIGNATION HEREOF FROM LOW DENSITY RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL

(GENERAL PLAN AMENDMENT GPA-2014-01)

A. Recitals.

(i). The City Council of the City of Placentia desires to effectively implement provisions of the City of Placentia General Plan and to advance the comprehensive and effective utilization of land within the community and allow for a range of housing opportunities.

(ii). That certain parcel of real property currently owned by HQT PLACENTIA LLC, a California Limited Liability Company, located entirely within City, consisting of approximately 7.82 acres, the common and legal descriptions of which are set forth in Exhibit "A," attached hereto and incorporated herein by this reference and hereinafter is referred to as "the Property."

(iii). The Property is currently designated within the Land Use Element of the General Plan as Low Density Residential.

(iv). Sound planning principles militate in favor of designating the Property within the Land Use Element as Medium Family Residential.

(v). On February 25, 2014, the Planning Commission of the City of Placentia conducted, and concluded, a duly noticed public hearing, as required by law, to amend the Official Zoning Map to effectively implement provisions of the City of Placentia General Plan and to advance the comprehensive and effective utilization of land within the community and allow for a range of housing opportunities and recommended adoption of this Resolution to the City Council [General Plan Amendment GPA-2014-01].

(iv). This City Council has reviewed and considered all provisions of the proposed amendment to the General Plan as recommended by the Planning Commission, including written staff

reports and verbal testimony presented during a duly noticed public hearing, which hearing was concluded prior to the adoption of this Resolution.

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

B. Resolution.

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

1. In all respects as set forth in the Recitals, Part A., above.

2. (a). The City Council hereby finds and certifies that the General Plan Amendment (GPA-2014-01) set forth herein has been prepared pursuant to an Initial Study and Mitigated Negative Declaration prepared in accordance with the requirements of the California Environmental Quality Act ("CEQA"), California Public Resources Code §§ 21000, et seq., the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, §§ 15000, et seq., and the Environmental Impact Report Guidelines of the City of Placentia and that this City Council has reviewed and considered the information contained in said Initial Study and Mitigated Negative Declaration with respect to the project identified and all public comments received in connection therewith. Said Initial Study and Mitigated Negative Declaration and all related environmental documents forming the basis for the Mitigated Negative Declaration and this Ordinance are located in, and in the custody of, the Office of the City Clerk, City of Placentia. This City Council hereby approves the Mitigated Negative Declaration. The City Council hereby specifically finds and determines that, based upon the findings set forth below, no significant adverse environmental effects will occur. The City Council hereby finds that the Mitigated Negative Declaration reflects its independent judgment.

(b). The City Council finds that facts supporting the above-specified findings are contained in the Mitigated Negative Declaration, the staff report and exhibits, and the information provided to this City Council during the public hearing conducted with respect to the adoption of this Ordinance and the Mitigated Negative Declaration. Mitigation measures are intended to mitigate and/or avoid potential adverse

environmental effects identified in the Mitigated Negative Declaration and are reflected in the Mitigation Monitoring and Reporting Program adopted herewith.

3. The City Council hereby amends the Land Use Element of the General Plan as the same pertains to the Property as more particularly described in Exhibit "A" hereto by deleting the designation of Low Density Residential thereon and amending the same to designate the Property as Medium Density Residential. The City Administrator shall cause the Official Land Use Element Map of the City of Placentia, on file in the office of the City Planning Division, to be altered to incorporate the change of designation reflected in this Resolution upon the effective date of this Resolution.

4. Should this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction, by reason of any preemptive legislation or failure to be approved pursuant to a referendum petition filed against said Resolution, Development Agreement DA 2013-01, General Plan Amendment GPA 2014-01, Zone Change ZC 2013-01 and Vesting Tentative Map VTM 17145, and each of them, shall be null and void.

4. The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED and ADOPTED this XX day of March, 2014.

SCOTT W. NELSON, 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 No. was adopted at
a regular meeting of the City Council held on the 3rd day of
December, 2013 by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM:

ANDREW V. ARCZYNSKI,
CITY ATTORNEY

EXHIBIT "A"

LEGAL DESCRIPTION

Being a Subdivision of portions of Lots 3 and 4 of Clacius Tract, as shown on a Map Recorded in Book 29, Page 92 of Miscellaneous Records of Los Angeles County, California and Parcel 3 of Lot Line Adjustment 2012-03, Recorded as Instruments No. 2012000798404 in the Office of Orange County Recorder, California.

ATTACHMENT 4

ORDINANCE AMENDING TITLE 23 (ZONING ORDINANCE)

ORDINANCE NO. O-2014-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA AMENDING TITLE 23 (ZONING ORDINANCE) OF THE PLACENTIA MUNICIPAL CODE ADDING A NEW CHAPTER 23.110 ESTABLISHING REGULATIONS PERTAINING TO THE SPECIFIC PLAN 10 ZONE.

[Zoning Code Amendment ZCA-2013-01]

City Attorney's Summary

This Ordinance adds a new Chapter 23.110 to Title 23 of the Placentia Municipal Code, establishing regulation pertaining to the Specific Plan 10 Zone including permitted and conditionally permitted uses, building site area and setbacks, density and building height limitations as well as walls, fences and setback and parking requirements, and development standards within the Specific Plan 10 Zone .

A. Recitals.

(i). The City Council of the City of Placentia desires to effectively implement provisions of the City of Placentia General Plan and to advance the comprehensive and effective utilization of land within the community and allow for a range of housing opportunities.

(ii). That certain parcel of real property currently owned by HQT PLACENTIA LLC, a California Limited Liability Company, located entirely within City, consisting of approximately 7.82 acres, the common and legal descriptions of which are set forth in Exhibit "A," attached hereto and incorporated herein by this reference and hereinafter is referred to as "the Property."

(iii). On February 25, 2014, the Planning Commission of the City of Placentia conducted, and concluded, a duly noticed public hearing, as required by law, to amend the Official Zoning Map to effectively implement provisions of the City of Placentia General Plan and to advance the comprehensive and effective utilization of land within the community and allow for a range of housing opportunities and recommended adoption of this Ordinance to the City Council [Zoning Code Amendment 2013-01].

(iv). This City Council has reviewed and considered all provisions of the proposed change to Title 23 of the Placentia

Municipal Code (Zoning Code) as recommended by the Planning Commission, including written staff reports and verbal testimony presented during a duly noticed public hearing, which hearing was concluded prior to the adoption of this Ordinance.

(v). All legal prerequisites to the adoption of this Ordinance have occurred.

B. Ordinance.

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

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

SECTION 2. (a). The City Council hereby finds and certifies that the Zoning Code Amendment (ZCA-2013-01) set forth herein has been prepared pursuant to an Initial Study and Mitigated Negative Declaration prepared in accordance with the requirements of the California Environmental Quality Act ("CEQA"), California Public Resources Code §§ 21000, *et seq.*, the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, §§ 15000, *et seq.*, and the Environmental Impact Report Guidelines of the City of Placentia and that this City Council has reviewed and considered the information contained in said Initial Study and Mitigated Negative Declaration with respect to the project identified and all public comments received in connection therewith. Said Initial Study and Mitigated Negative Declaration and all related environmental documents forming the basis for the Mitigated Negative Declaration and this Ordinance are located in, and in the custody of, the Office of the City Clerk, City of Placentia. This City Council hereby approves the Mitigated Negative Declaration. The City Council hereby specifically finds and determines that, based upon the findings set forth below, no significant adverse environmental effects will occur. The City Council hereby finds that the Mitigated Negative Declaration reflects its independent judgment.

(b). The City Council finds that facts supporting the above-specified findings are contained in the Mitigated Negative Declaration, the staff report and exhibits, and the information provided to this City Council during the public hearing conducted with respect to the adoption of this Ordinance and the Mitigated Negative Declaration. Mitigation measures are intended to mitigate and/or avoid potential adverse

environmental effects identified in the Mitigated Negative Declaration and are reflected in the Mitigation Monitoring and Reporting Program adopted herewith.

SECTION 3. A new Chapter 23.110 hereby is added to Title 23 of the Placentia Municipal Code, to read, in words and figures, as follows:

"Chapter 23.110

"SPECIFIC PLAN 10

"Sections:

- "§ 23.110.010. Location.**
- "§ 23.110.020. Purpose.**
- "§ 23.110.030. Definitions.**
- "§ 23.110.040. Permitted uses.**
- "§ 23.110.050. Uses permitted subject to obtaining a use permit.**
- "§ 23.110.060. Density.**
- "§ 23.110.070. Building height.**
- "§ 23.110.080. Building site area.**
- "§ 23.110.090. Lots/lot coverage.**
- "§ 23.110.100. Setbacks.**
- "§ 23.110.110. Walls/fences.**
- "§ 23.110.120. Refuse/recyclable material collection.**
- "§ 23.110.130. Private streets.**
- "§ 23.110.140. Required parking.**
- "§ 23.110.150. Pedestrian circulation.**
- "§ 23.110.160. Signs.**

- "§ 23.24.010. Location.**

"23.110.010. Location. Specific Plan 10 shall encompass an area of approximately 7.82 gross acres approximately thirty (30) feet south of the intersection of Morse Avenue and Angelina Drive.

"23.110.020. Purpose. The purpose of this specific plan is to provide for a single family detached residential neighborhood plus common area open space and improvements. There is private fee ownership of the lots in Specific Plan 10 with common areas owned and maintained by a homeowners association.

"§ 23.110.030. Definitions.

"For purposes of this chapter, certain terms used therein are defined as follows:

"'Entrance Street' means the gated main entrance to the project off of Kraemer Boulevard offset by approximately nine (9) feet from Newcastle Drive centerline. The street width shall vary from eighteen (18) feet to thirteen (13) feet from curb-face to curb-face one direction only.

"'Fences and walls' means any solid device forming a physical barrier.

"'Gross acres' means the site area within Specific Plan 10, consistent with Tract 17145 including the partial street vacation of Angelina Drive.

"'Living unit' means, for setback purposes, all portions of a residence excluding the garage.

"'Lot coverage' means that portion of a residential lot covered by a building structure(s), excluding patio covers.

"'Lot depth' means the distance of the lot perpendicular to the private street.

"'Lot Line, Interior.' 'Interior lot line' means all property lines surrounding a residence, excluding curb-face and perimeter lot lines.

"'Lot Line, Perimeter.' 'Perimeter lot line' means those property lines which define the boundaries of the project area, including the property lines adjacent to Kraemer Boulevard and Angelina Drive, and the boundary of Tract Map 17145.

"'Lot width' means the distance of the lot fronting the private street measured at the midpoint of the lot.

"'Setback' means the distance from a curb-face or, if a sidewalk is present, then back of sidewalk to a structure.

"'Streets' means either a 24 foot wide street from curb-face to curb-face with no parking or a twenty-eight (28) foot wide street from curb-face to curb-face with parking on one side.

"§ 23.110.040. Permitted uses.

"Uses permitted in the area of Specific Plan 10 shall be as follows:

"(1). Single-family detached residences, including garages;

"(2). Private parks, including common accessory structures and recreational facilities to be maintained by the homeowner's association;

"(3). Home occupations per §.23.81.020 of the Placentia Municipal Code.

"(4). Small family day care home;

"(5). Accessory buildings;

"(A). Elevated decks, balconies and similar structures subject to the approval of the homeowner's association plus a special use permit per § 23.81.055 of the Placentia Municipal Code;

"(B). Structures and uses normally incidental to single-family residences.

"§ 23.110.050. Uses permitted subject to obtaining a use permit.

"Large family day care per § 23.81.160 of the Placentia Municipal Code;

"Day nursery.

"§ 23.110.060. Density.

"The maximum allowable density in the Specific Plan 10 area shall be 10 dwelling units per gross acre.

"§ 23.110.070. Building height.

"Maximum height for structures in the Specific Plan 10 area shall be thirty (30) feet.

"§ 23.110.080. Building site area.

"Minimum building site area and lot dimensions in the Specific Plan 10 shall be consistent with Tract 17145, but in no event shall be less than:

"(1). Lot size: two thousand six hundred (2,600) square feet. Except lots along the easterly edge of the Tract boundary shall be a minimum of three thousand nine hundred (3,900) square feet;

"(2). Lot width: forty (40) feet;

"(3). Lot depth: sixty-five (65) feet;

"(4). Minimum allowable floor area shall not be less than one thousand three hundred (1,300) square feet.

"§ 23.110.090. Lots/lot coverage.

"All lots in the Specific Plan 10 area shall abut and provide access to a private street; maximum allowable lot coverage by structures, excluding patio covers, shall be fifty percent (50%) of the total area of any lot.

"§ 23.110.100. Setbacks.

"Setbacks in the Specific Plan 10 district shall be as follows:

"(1). General: no lot shall take access from an arterial or collector street. A greenbelt shall be maintained from the back of sidewalk to fence lines along Kraemer Boulevard consistent with Tract 17145. There shall be a minimum of a fifteen (15) foot setback from the Kraemer Boulevard right-of-way to the rear of the buildings.

"(2). Front yard: from curb-face or back of sidewalk to garage door, a minimum of eighteen (18) feet (roll-up garage door must be utilized). From curb-face or back of sidewalk to the living area of building, a minimum of five (5) feet.

"(3). Rear yard: a minimum of ten (10) feet to property line, except buildings along the easterly and southerly portion of the tract boundary shall have a minimum of twenty (20) feet to the property line.

"(4). Side yard: minimum of four (4) feet to the property line. Reciprocal side yard easements may be utilized for ingress / egress and drainage purposes.

"(5). Room Additions, Accessory Structures and Enclosed Patios: A minimum of ten (10) feet from the rear property line and a minimum of four (4) feet from the side property line.

"(6). Patio Covers: A minimum of three (3) feet from the rear property line and a minimum of four (4) feet from the side property line as measured from the overhang of the patio cover except for the lots along the easterly and southerly portion of the tract boundary shall have a minimum of five (5) feet from the rear property line.

"§ 23.110.110. Walls/fences.

"Walls/fences constructed within the Specific Plan 10 area shall comply with the following requirements:

"(1). Perimeter lot line masonry walls shall be a minimum of six (6) feet in height. Except the perimeter lot line masonry walls may be increased up to eight (8) feet along the easterly and southerly tract boundary. The walls shall be maintained by the property owners where the walls are located.

"(2). Interior lot line masonry walls shall be a minimum of five (5) feet - six (6) inches in height and a maximum of six (6) feet in height.

"(3). Return and other masonry/wrought iron walls not constructed along a perimeter or interior lot line shall be subject to the review and approval of the director of development services and the Home Owners Association.

"(4). No walls/fences shall be constructed along a curb-face.

"(5). Where a grade differential exists between building sites, the height of a wall/fence shall be measured from the highest finished grade.

"(6). All walls/fences depending on location shall be subject to review by City and/or Home Owners Association to determine that sight clearance is maintained in accordance with the standards of the city for any pedestrian/vehicular access adjacent to a proposed wall or fence.

"§ 23.110.120. Refuse/recyclable material collection.

Each residence within the Specific Plan 10 area shall store any and all refuse/recyclable containers in a garage or behind a wall/fence, and shall be screened from public view as required.

"§ 23.110.130. Private streets.

"All streets within the Specific Plan 10 area shall be private streets owned and maintained by the homeowner's association and designed to the following standards:

"(1). Streets (no parking): Twenty-four (24) feet curb-to-curb width, with all parking prohibited.

"(2). Streets (parking on one side only): Twenty-eight (28) feet curb to curb width with parallel parking on one (1) side only.

"(3). Entrance Streets: From eighteen (18) feet to thirteen (13) feet curb to curb width with one way direction.

"(4). Emergency vehicle access shall be provided to Kraemer Boulevard. Minimum access width shall be thirteen (13) feet with one way direction.

"§ 23.110.140. Required parking.

"The following parking requirements shall apply in the Specific Plan 10 area:

"(1). Covered parking: Two (2) spaces per unit, both of which shall be located in a garage. Minimum clear interior dimensions shall be twenty (20) feet by twenty (20) feet, including steps from the garage to the living area. CC&R's shall require residents to park the first two (2) cars owned in the garage before utilizing private / guest driveway parking.

"(2). Private / guest driveway parking: Two (2) spaces per unit to be used as private / guest parking. CC&R's shall require residents to use private / guest driveways for guest parking first before the on-street guest parking may be utilized.

"(3). On-street guest parking: Twenty (20) spaces (.25 spaces per unit). CC&R's shall require that each resident maximize garage and private / driveway before using on-street guest parking.

"(4). Driveway lengths: Eighteen (18) feet minimum from curb face or back of sidewalk to face of roll-up garage door, whichever is greater.

"§ 23.110.150. Pedestrian circulation.

"Pedestrian circulation shall be provided by a sidewalk which is a minimum of four (4) feet in width as measured from the curb-face and run continuously along one side of the interior loop street.

"§ 23.110.160. Signs.

"Signs shall comply with the requirements of Chapter 23.90 of the Placentia Municipal Code."

SECTION 4. Penalty for Violation.

It shall be unlawful for any person, firm, partnership or corporation to violate any provision or to fail to comply with any of the requirements of this Ordinance hereby adopted. Any person, firm, partnership or corporation violating any provision of this Ordinance or failing to comply with any of its requirements shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punished by a fine not exceeding One Thousand Dollars (\$1,000.00), or by imprisonment not exceeding six (6) months, or by both such fine and imprisonment. Each and every person, firm, partnership, or corporation shall be deemed guilty of a separate offense for each and every day or any portion thereof during which any violation of any of the provisions of this Ordinance is committed, continued or permitted by such person, firm, partnership or corporation, and shall be deemed punishable therefore as provided in this Ordinance.

SECTION 5. Civil Remedies Available.

The violation of any of the provisions of this Ordinance hereby adopted shall constitute a nuisance and may be abated by the City through civil process by means of restraining order,

preliminary or permanent injunction or in any other manner provided by law for the abatement of such nuisances.

SECTION 6. Severability.

The City Council declares that, should any provision, section, paragraph, sentence or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences and words of this Ordinance shall remain in full force and effect.

SECTION 7. 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.

PASSED and ADOPTED this ___ day of _____, 2014.

SCOTT W. NELSON, 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 introduced at a regular meeting of the City Council held on the _____ day of _____, 2014 and was finally adopted at a regular meeting held on the _____ day of _____, 2014, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM

ANDREW V. ARCZYNSKI,
CITY ATTORNEY

EXHIBIT "A"

LEGAL DESCRIPTION

Being a Subdivision of portions of Lots 3 and 4 of Clacius Tract, as shown on a Map Recorded in Book 29, Page 92 of Miscellaneous Records of Los Angeles County, California and Parcel 3 of Lot Line Adjustment 2012-03, Recorded as Instruments No. 2012000798404 in the Office of Orange County Recorder, California.

ATTACHMENT 5

ORDINANCE AMENDING ZONING MAP (ZONE CHANGE 2013-01)

ORDINANCE NO. O-2014-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF PLACENTIA BY THE DESIGNATION OF THAT CERTAIN PARCEL OF REAL PROPERTY MORE PARTICULARLY DESCRIBED HEREIN FROM R-1 SINGLE FAMILY RESIDENTIAL DISTRICT TO SPECIFIC PLAN 10.

[Zone Change 2013-01]

City Attorney's Summary

This Ordinance amends the Official Zoning Map of the City by changing the land use designation of that certain real property more particularly described herein from the R-1 Single Family Residential District to the Specific Plan 10 Zone District.

A. Recitals.

(i). The City Council of the City of Placentia desires to effectively implement provisions of the City of Placentia General Plan and to advance the comprehensive and effective utilization of land within the community and allow for a range of housing opportunities.

(ii). That certain parcel of real property currently owned by HQT PLACENTIA LLC, a California Limited Liability Company, located entirely within City, consisting of approximately 7.82 acres, the common and legal descriptions of which are set forth in Exhibit "A," attached hereto and incorporated herein by this reference and hereinafter is referred to as "the Property."

(iii). On February 25, 2014, the Planning Commission of the City of Placentia conducted, and concluded, a duly noticed public hearing, as required by law, to amend the Official Zoning Map to effectively implement provisions of the City of Placentia General Plan and to advance the comprehensive and effective utilization of land within the community and allow for a range of housing opportunities and recommended adoption of this Ordinance to the City Council [Zone Change 2013-01].

(iv). This City Council has reviewed and considered all provisions of the proposed change to the Official Zoning Map as recommended by the Planning Commission, including written staff reports and verbal testimony presented during a duly noticed

public hearing, which hearing was concluded prior to the adoption of this Ordinance.

(v). All legal prerequisites to the adoption of this Ordinance have occurred.

B. Ordinance.

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

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

SECTION 2. (a). The City Council hereby finds and certifies that the Zone Change set forth herein has been prepared pursuant to an Initial Study and Mitigated Negative Declaration prepared in accordance with the requirements of the California Environmental Quality Act ("CEQA"), California Public Resources Code §§ 21000, et seq., the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, §§ 15000, et seq., and the Environmental Impact Report Guidelines of the City of Placentia and that this City Council has reviewed and considered the information contained in said Initial Study and Mitigated Negative Declaration with respect to the project identified and all public comments received in connection therewith. Said Initial Study and Mitigated Negative Declaration and all related environmental documents forming the basis for the Mitigated Negative Declaration and this Ordinance are located in, and in the custody of, the Office of the City Clerk, City of Placentia. This City Council hereby approves the Mitigated Negative Declaration. The City Council hereby specifically finds and determines that, based upon the findings set forth below, no significant adverse environmental effects will occur. The City Council hereby finds that the Mitigated Negative Declaration reflects its independent judgment.

(b). The City Council finds that facts supporting the above-specified findings are contained in the Mitigated Negative Declaration, the staff report and exhibits, and the information provided to this City Council during the public hearing conducted with respect to the adoption of this Ordinance and the Mitigated Negative Declaration. Mitigation measures are intended to mitigate and/or avoid potential adverse environmental effects identified in the Mitigated Negative Declaration and are reflected in the Mitigation Monitoring and Reporting Program adopted herewith.

SECTION 3. The Official Zoning Map of the City of Placentia hereby is modified by changing the designation of the Property described in Exhibit "A," attached hereto and by this reference incorporated as thought fully set forth herein, from R-1 Single Family Residential to Specific Plan 10.

SECTION 4. The City Administrator shall cause the Official Zoning Map of the City of Placentia, on file in the office of the City Planning Division, to be altered to incorporate the change of zone reflected in this Ordinance upon the effective date of this Ordinance.

SECTION 5. Penalty for Violation.

It shall be unlawful for any person, firm, partnership or corporation to violate any provision or to fail to comply with any of the requirements of this Ordinance hereby adopted. Any person, firm, partnership or corporation violating any provision of this Ordinance or failing to comply with any of its requirements shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punished by a fine not exceeding One Thousand Dollars (\$1,000.00), or by imprisonment not exceeding six (6) months, or by both such fine and imprisonment. Each and every person, firm, partnership, or corporation shall be deemed guilty of a separate offense for each and every day or any portion thereof during which any violation of any of the provisions of this Ordinance is committed, continued or permitted by such person, firm, partnership or corporation, and shall be deemed punishable therefore as provided in this Ordinance.

SECTION 6. Civil Remedies Available.

The violation of any of the provisions of this Ordinance hereby adopted shall constitute a nuisance and may be abated by the City through civil process by means of restraining order, preliminary or permanent injunction or in any other manner provided by law for the abatement of such nuisances.

SECTION 7. 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.

PASSED and ADOPTED this ___ day of _____, 2014.

SCOTT W. NELSON, 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 introduced at a regular meeting of the City Council held on the _____ day of _____, 2012 and was finally adopted at a regular meeting held on the _____ day of _____, 2012, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM

ANDREW V. ARCZYNSKI,
CITY ATTORNEY

EXHIBIT "A"

LEGAL DESCRIPTION

Being a Subdivision of portions of Lots 3 and 4 of Clacius Tract, as shown on a Map Recorded in Book 29, Page 92 of Miscellaneous Records of Los Angeles County, California and Parcel 3 of Lot Line Adjustment 2012-03, Recorded as Instruments No. 2012000798404 in the Office of Orange County Recorder, California.

ATTACHMENT 6

RESOLUTION APPROVING VESTING TENTATIVE MAP NO. 17145

RESOLUTION NO. R-2014-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PLACENTIA APPROVING VESTING TENTATIVE MAP NO. No.
17145 AND ADOPTING A MITIGATED NEGATIVE DECLARATION
(MND-2014-01) PERTAINING TO PROPERTY LOCATED ON A
7.82-ACRE SITE AT 1128 KRAEMER BOULEVARD BY HQT
PLACENTIA LLC
(VESTING TENTATIVE MAP NO. 17145)**

A. Recitals.

(i). HQT PLACENTIA LLC, a California Limited Liability Company, ("Applicant") has submitted an application for a vesting tentative map regarding that certain parcel of real property located entirely within City of Placentia ("City"), consisting of approximately 7.82 acres, the common and legal descriptions of which are set forth in Exhibit "A," attached hereto and incorporated herein by this reference and hereinafter is referred to as the "Property." ("Application.")

(ii). An Initial Study and Mitigated Negative Declaration were prepared in accordance with the requirements of the California Environmental Quality Act ("CEQA"), California Public Resources Code section 21000 et seq., the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, §§ 15000 et seq., and the Environmental Impact Report Guidelines of the City.

(iii). On February 25, 2014, the Planning Commission of the City of Placentia conducted, and concluded, a duly noticed public hearing, as required by law, to consider the Application and recommended adoption of this Resolution to the City Council [Vesting Tentative Map No. 17145].

(iv). This City Council has reviewed and considered all provisions of proposed Vesting Tentative Map No. 17145 as recommended by the Planning Commission, including written staff reports and verbal testimony presented during a duly noticed public hearing, which hearing was concluded prior to the adoption of this Resolution.

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

B. Resolution.

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

1. In all respects as set forth in the Recitals, Part A., above.

2. (a). The City Council hereby finds and certifies that Vesting Tentative Map No. 17145 as described herein has been prepared pursuant to an Initial Study and Mitigated Negative Declaration prepared in accordance with the requirements of the California Environmental Quality Act ("CEQA"), California Public Resources Code §§ 21000, *et seq.*, the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, §§ 15000, *et seq.*, and the Environmental Impact Report Guidelines of the City of Placentia and that this City Council has reviewed and considered the information contained in said Initial Study and Mitigated Negative Declaration with respect to the project identified and all public comments received in connection therewith. Said Initial Study and Mitigated Negative Declaration and all related environmental documents forming the basis for the Mitigated Negative Declaration and this Ordinance are located in, and in the custody of, the Office of the City Clerk, City of Placentia. This City Council hereby approves the Mitigated Negative Declaration together with the Mitigation Monitoring and Reporting Program connected therewith. The City Council hereby specifically finds and determines that, based upon the findings set forth below, no significant adverse environmental effects will occur. The City Council hereby finds that the Mitigated Negative Declaration reflects its independent judgment.

(b). The City Council finds that facts supporting the above-specified findings are contained in the Mitigated Negative Declaration, the staff report and exhibits, and the information provided to this City Council during the public hearing conducted with respect to the adoption of this Ordinance and the Mitigated Negative Declaration. Mitigation measures are intended to mitigate and/or avoid potential adverse environmental effects identified in the Mitigated Negative Declaration and are reflected in the Mitigation Monitoring and Reporting Program adopted herewith.

3. The City Council is required to make findings regarding

the following facts in conformity with requirements of California Government Code §§ 66473.5 and 66474, as amended, and, accordingly the City Council hereby finds, based upon the substantial evidence contained in the record, including the written and oral staff reports presented to the City Council with respect to the Application, as well as all other written and oral testimony submitted at the public hearing conducted thereon, as follows .

(a). The subdivision is consistent with the adopted General Plan and any specific plans.

(b). The design or improvement is consistent with the General Plan and any specific plans applicable thereto.

(c). The site is physically suitable for the proposed type and/or density of development.

(d). The design or improvements are not likely to cause substantial environmental damage.

(e). The design or type of improvement is not likely to cause serious public health problems.

(f). The design or type of improvement will not conflict with easements of record, or established by judgment, acquired by the public at large for access through or use of property within the proposed subdivision or, if an easement conflict exists, alternate easements which are substantially equivalent will be provided.

(g). The subdivision is in conformity with the provisions of Title 22 of the Placentia Municipal Code.

4. Vesting Tentative Map No. 17145 hereby is approved subject to the conditions and standard code requirements set forth in Exhibit "B" attached hereto and incorporated herein by this reference and in accordance with the plans submitted in conjunction with the Application.

5. Should this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction, by reason of any preemptive legislation said Vesting Tentative Map VTM 17145 shall be null and void.

6. The City Clerk shall certify to the adoption of this

resolution.

PASSED, APPROVED and ADOPTED this XX day of March, 2014.

SCOTT W. NELSON, 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 No. was adopted at a regular meeting of the City Council held on the 3rd day of December, 2013 by the following vote:

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

PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM:

ANDREW V. ARCZYNSKI,
CITY ATTORNEY

EXHIBIT "A"

LEGAL DESCRIPTION

Being a Subdivision of portions of Lots 3 and 4 of Clacius Tract, as shown on a Map Recorded in Book 29, Page 92 of Miscellaneous Records of Los Angeles County, California and Parcel 3 of Lot Line Adjustment 2012-03, Recorded as Instruments No. 2012000798404 in the Office of Orange County Recorder, California.

EXHIBIT "B"

CONDITIONS OF APPROVAL AND STANDARD CODE REQUIREMENTS

Conditions of Approval and Standard Development Requirements

SPECIAL CONDITIONS

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

ALL OF THE FOLLOWING CONDITIONS OF APPROVAL SHALL BE FULLY COMPLIED WITH PRIOR TO THE FINAL INSPECTION FOR USE AND OCCUPANCY OF THE PREMISES.

CITY PLANNING DIVISION:

1. The approval of Vesting Tentative Tract Map No. 17145 allows for the construction as described within Development Agreement No. 2013-01 related to 1128 Kraemer Boulevard.
2. Approval of Vesting Tentative Tract Map No. 17145 shall not be construed to mean any waiver of applicable and appropriate zoning regulations, or any Federal, State, County, and City of Placentia Municipal Code.
3. Failure to abide by and faithfully comply with any and all conditions attached to this action shall constitute grounds for revocation or amendment of said action by the City of Placentia Planning Commission.
4. Vesting Tentative Tract Map No. 17145 shall expire two (2) years from the date of final approval, if not implemented. Extensions may be considered pursuant to Section 22.74.080 of the Municipal Code.
5. The applicant shall, as a condition of project approval, at its sole expense, defend, indemnify and hold harmless the City, its officers, employees, agents and consultants from any claim, action, proceeding, liability or judgment against the City, its officers, employees, agents and/or consultants, which action seeks to set aside, void, annul or otherwise challenge any approval by the City Council, Planning Commission, or other City decision-making body or City staff action concerning applicant's project. The applicant shall pay the City's defense costs, including attorney fees and all other litigation-related expenses, and shall reimburse the City for any and all court costs, which the City may be required to pay as a result of such defense. The applicant shall further pay any adverse financial award which may issue against the City including but not limited to any

award of attorney fees to a party challenging such project approval. The City shall retain the right to select its counsel of choice in any action referred to herein. The City agrees to promptly notify the applicant of any such claim filed against the City and to fully cooperate in the defense of any such action.

6. The Director of Development Services (the "Director") is authorized to approve minor modifications to the approved preliminary plans or any conditions if required by the final engineering or other circumstances not foreseen at the time of project approval and such modifications will achieve substantially the same results as would strict compliance with said plans and conditions. No change authorized under this Special Condition may cause any of the following:
 - a. A change in the use or character of the development;
 - b. An increase in the overall density of the development;
 - c. A reduction or change in character of approved open space;
 - d. A reduction of required parking;
 - e. A detrimental alteration to the pedestrian, vehicular and bicycle circulation and utility networks;
 - f. A reduction in required street pavement widths;
 - g. A decrease in building setback.

Specifically, any minor modifications by the Director to the proposed Plan 4 residential units to be developed on Lots 27 through 41, inclusive, of Vesting Tentative Tract Map 17145 shall require that the square footage of any redesigned residential units on Lots 27 through 41, inclusive, shall be equal to or greater than the square footage of the proposed Plan 4 as shown on Development Agreement No. 2013-01. In addition, any redesigned residential units on Lots 27 through 41, inclusive, shall have only one (1) second story rear bedroom window, exclusive of any secondary bathroom windows, laundry room windows and/or upper stationary windows (designed to provide ambient light to dwelling space). Developer agrees not to develop Plans 1, 2 or 3 as shown on Development Agreement No. 2013-01 on Lots 27 through 41, inclusive.

7. The approved architecture style, finished material, and colors shall be Monterey - Spanish, as noted in the approved plans. Changes to the facades and/or colors shall be subject to the review and approval of the Director.
8. The units shall consist of the sizes and type as set forth on the approved plans.
9. Prior to the submittal of working drawings, five (5) site plans shall be submitted for the review and certification of the Director of Development Services and shall include the following information:

- a. All Special Conditions of Approval and Standard Development Requirements of Vesting Tentative Tract Map No. 17145.
 - b. Include any project revisions on the site plan. Additionally, include separate sheets with approved Special Conditions of Approval, Standard Development Requirements.
 - c. Typical cross section views and details through the property and across each property line as directed by the Director of Development Services.
 - d. Full site plan notes, details and dimensions.
 - e. Location of transformers, meters and other aboveground appurtenances, if available at the time of submittal.
10. Prior to the issuance of any building permits, submit the following for the approval of the Director of Development Services:
- a. Postmaster approval of the location and design of the mailboxes, if applicable.
 - b. Samples of all colors, textures and materials.
 - c. A detailed site plan showing the location where building related-equipment, facilities and materials will be stored during construction.
 - d. A detailed timeline outlining the course of grading/construction work that will take place on the property.
11. Prior to the issuance of building permits, the developer shall submit for City approval a construction staging plan that indicates how safe vehicular and pedestrian access to the site will be maintained for the duration of the construction period. The construction staging plan may include measures such as, but not limited to the following:
- a. A telephone number and a name of a contact person for registering complaints or comments shall be posted in a clearly visible manner along the perimeter of the site.
 - b. A flag person shall be employed to direct traffic when construction vehicles access the project site and the construction staging area.
 - c. Alternate pedestrian routes to the site shall be clearly delineated with safe

access to and from the site.

- d. If any sidewalk is blocked during construction, alternate routes for pedestrians and bicycles shall be clearly marked with signs approved by the City.
 - e. All access points shall be clearly marked during construction, and if an access point is blocked during construction, a detour sign to an alternate access point shall be clearly posted.
12. Prior to the issuance of the first Certificate of Occupancy, the developer shall have completed the following:
- a. Approval by the Director of Development Services of an exterior lighting plan showing location, type and design of fixtures and areas of illumination (photometric). Lighting shall neither negatively impact adjacent properties nor the public right-of-way.
 - b. Approval by the Director of Development Services of landscape and irrigation plans.
13. All roof mounted equipment and appurtenances shall be screened as an integral part of the architectural design, subject to the review and approval of the Director of Development Services and the Chief Building Official.
14. Roofing materials shall comply with the City's Roofing Policy on file with the City Building Division.
15. Applicant/builder shall comply with all applicable Water Quality Management Plan (WQMP) requirements and Best Management Practices (BMPs) to control pollutant run-off from the subject site during construction as required and as may be referenced by the Mitigation Measures identified in the Mitigated Negative n Declaration for the project. Applicant to provide plan to be approved by the Public Works Department.

Prior to Certificate of Occupancy of the buildings:

- a. All Special Conditions of Approval and Standard Development Requirements shall have been completed and final inspections approved.
 - b. Landscape and irrigation plans shall be approved and on file with the City Building Division and all landscape materials established and irrigation system properly functioning.
16. Project landscape and irrigation plans shall comply with the provisions of Chapter 23.77, Xeriscape of the Placentia Municipal Code.

17. During grading and construction, site shall be regularly sprinkled with water to minimize fugitive dust emissions. Also, compliance shall be required with the permitted working hours as specified in § 23.81.170, Grading, construction and maintenance of real property of the Placentia Municipal Code. Signs shall be posted at all construction entrances to the project site indicating the permitted working days and hours.
18. Applicant shall comply with the City's Noise Control Ordinance, Chapter 23.76 of the Placentia Municipal Code.
19. Applicant/builder is responsible, at its sole cost and expense, to cause all project related cable, telephone, electrical, and other utility services serving the property to be placed underground within the subject site. Prior to the issuance of Certificate of Occupancy, Applicant/builder shall submit a separate utility plan for each such utility service. The utility plan shall indicate the precise location of where all cable, telephone, electrical, and other utility services serving the property will be placed underground within the subject site, as well as the points of connection at the proposed building or buildings on the site and the public right-of-way. Prior to the submittal of the utility plans to the City, the plans shall be reviewed and approved by the utility companies. Evidence of approvals shall be in the form of a signed and dated approval stamp and/or approval letter. Applicant/builder shall provide the City with "as built" plans showing the precise locations where all cable, telephone, electrical, and other utility services serving the property were placed underground within the subject site, as well as the points of connection at the building or buildings on the site and the public right-of-way.
20. Applicant/Builder shall establish a rodent abatement program prior to the commencement of any work on site including grading and demolition of existing structures on the property, or before any other on or off-site work. A detailed description of how this program will work shall be submitted to the City Planning Division for approval prior to obtaining any permits to do work on site-.
21. Prior to the issuance of Certificate of Occupancy ("C of O"), all Special Conditions of Approval and Standard Development Requirements shall have been completed and final inspections approved.
22. The applicant/property owner shall be responsible for maintaining the property, including the landscaped areas, walkways, and all paved surfaces, free from graffiti, debris and litter at all times. Graffiti shall be removed by the applicant/property owner within 48 hours of defacement and/or upon notification by the City.

23. Applicant shall provide sufficient written notice to adjacent property owners as to the grading and construction schedule of the proposed development of 78 units. Notice shall include a telephone number and a name of a contact person for registering complaints or comments
24. Once grading has commenced, litter shall be regularly removed from the premises, including adjacent public sidewalks, and from all areas under the control of the applicant.
25. The Developer shall install a wall along the eastern and southern perimeter of the Project. Eighteen (18) single family homes abut the Project along these two Project edges. Developer shall, at Developer's sole cost, demolish the freestanding, non-retaining fence of each of the 18 abutting properties and shall repair any damage caused by the demolition and subsequent wall construction to the owner's hardscape or landscaping. The height of the required wall shall be as measured from the Project side and shall be determined as follows:
 - a. For 301 Fairway Lane: Developer shall install a wall between six feet and eight feet in height, as determined by the property owner of 301 Fairway Lane.
 - b. For 307, 313, 319 and 325 Fairway Lane: Developer shall install an eight (8) foot wall. The wall height shall be lowered if the City receives notification in writing from three (3) of the property owners that they agree to a wall height lower than eight (8) feet. In no event, however, shall the wall height be less than six (6) feet.
 - c. For 330 Pinehurst Ave and 1101, 1107, 1113, 1119, 1125, 1131, 1201, 1207, 1213, 1219, 1225, and 1231 Cypress Point Drive: Developer shall install an eight (8) foot wall. The wall height shall be lowered if the City receives notification in writing from seven (7) of the property owners that they agree to a wall height lower than eight (8) feet. In no event, however, shall the wall height be less than six (6) feet.
26. Prior to the issuance of a C of O, the applicant shall record CC&R's on the property to govern the maintenance, repair and improvement of all common areas. The CC&R's shall address, but not be limited to, the landscaping, all utilities, exterior lighting, internal streets and parking, appropriate use of garage for parking, driveways, and walkways. Prior to recording of the CC&R's, the applicant shall submit the CC&R's to the City Attorney for review and approval. The draft CC&R's submitted for review by the City Attorney shall be marked with appropriate legend to indicate which portion thereof is responsive to conditions of approval. A copy of the recorded CC&R's shall be provided to the Director to be included with the project file.

Specifically, the CC&R's shall include a provision whereas the first two vehicles of each residence shall be required to park within the garage. Only after the first

two vehicles are parked within the garage, may the resident park the next two vehicles within the driveway. In the event the resident has one or no vehicle(s), the second garage space or entire garage respectively may be used for other purposes.

27. The Mitigation Measures established in the Mitigated Negative Declaration for the project and full implementation of the Mitigation Monitoring and Reporting Program is made a condition of the project by this reference.

CITY BUILDING DIVISION:

28. All building structures plans shall be designed and prepared by a licensed California architect or engineer.
29. Grading plans shall be prepared by a registered, licensed California civil engineer and shall be approved by the City Engineering Division prior to the issuance of any building permits.
30. All construction shall comply with the 2012 Uniform Building Code (CBC 2012), Uniform Plumbing/Mechanical (CPC 2012), National Electrical Code (CEC 2012), License Ordinance (Sub-contractor list), State of California Energy Conservation Standards, Flood Plain Management Regulations.
31. All residential units shall be equipped with auto-sprinkler system throughout.
32. Site Plan shall be in compliance with Title 24 access regulations.
33. Obtain Approvals from Orange County Fire Authority for final site plan fire hydrant locations (as necessary) as well as auto-sprinkler systems.
34. Underground and overhead electrical issues, along with Landscape and Lighting District issues, shall be resolved with Public Works-Engineering Division prior to final submittal of the working drawings.
35. All contractors and subcontractors shall obtain a City business license.

CITY ENGINEERING DIVISION:

36. TTM 17145 shall comply with provisions of Title 22 of the Placentia Municipal Code and the latest edition of the State Subdivision Map Act. County Surveyor to review and approval exterior boundary.

37. Project entry street shall be minimum 18 feet wide with parking prohibition on each side, narrowing down to 13 feet at the vehicular gates and offset 9 feet south of the centerline with Newcastle Drive. Access between Kraemer and the project is limited to right turn north bound and left turn south bound Kraemer and lane configuration shall be to City Traffic Engineer satisfaction.
38. Applicant shall pay all applicable impact fees, plan check, and inspection charges prior to building permit issuance.
39. Storm drain culvert shall convey 10 year storm event. Onsite facilities shall be provided to offset 10 year post development impact.
40. A Utility Plan shall be provided prior to approval of final grading plan.
41. Applicant shall provide a Landscape Plan using City approved landscaping for Kraemer Blvd.
42. Applicant shall widen and improve Kraemer Bl. to comply with Orange County/City of Placentia divided arterial road standard along project frontage, which includes the construction of a new sidewalk, curb, and gutter from the southern end of the site to the area just north of Angelina Drive to satisfaction of the City Engineer.
43. Right of Way dedications and abandonment of Angelina Drive shall be completed for street and utility purposes along with the filing of the final map. Easements for utilities and access across private streets and the park to be filed with final map.
44. Any conflicting pipelines shall be removed or relocated prior to final grading approval.
45. TTM 17145 shall be annexed into the City Street Lighting and Landscape Maintenance Districts prior to issuance of occupancy permit.
- 46.
47. Applicant to submit a final hydrology study for the subdivision to the satisfaction of the City Engineer.
48. Street and striping plans shall be prepared to the satisfaction of the City Engineer.
49. A soils report and grading plan shall be prepared by a state registered engineer. Graded pad certifications for compaction, line, and grade shall be submitted prior to the issuance of building permits.

50. All utilities shall be placed underground.
51. Vehicular access from Kraemer Blvd. shall be limited to one location as shown on TTM 17145.
52. Improvement plans shall be prepared by a state registered engineer to the satisfaction of the City Engineer.
53. Survey monuments shall be set in accordance with the Subdivision Map Act.
54. Security to guarantee performance and labor and materials shall be posted in amounts prescribed by the Subdivision Map Act.
55. A final water quality annual report shall be filed and posted with the state. A Notice of Termination shall be filed for the project.
56. Access to Kraemer Boulevard from Newcastle Drive shall be limited to right turns out and the lane configuration shall be to City Traffic Engineer's satisfaction. Applicant shall design and install a raised median on Kraemer Boulevard to the satisfaction of the City Engineer. Such median shall be mountable by emergency vehicles.
57. The wall design at the entry of the project along Kraemer Boulevard shall provide adequate sight distance (line-of-site) for motorists exiting from the project onto Kraemer Boulevard to the satisfaction of the City Engineer.
58. The applicant shall process and record offsite Southern California Edison and Golden State Water District easements to the satisfaction of the City Engineer prior to issuance of building permits. No easements along Kraemer Boulevard shall be granted to any agency or utility prior to City Dedication and acceptance of Kraemer Boulevard right-of-way dedication.
59. An encroachment permit for work in public right of way is required and all applicable best management practices and procedures for storm water protection (NPDES and MS4) shall be employed.
60. Block perimeter walls and landscape irrigation systems require separate permit. The block wall along the west side of the property shall be no less than six (6) feet in height as measured from the high side.
61. Right of Way dedication for Kraemer Boulevard shall be completed for street and utility purposes along with the filing of the final map. Easements for utilities and access across private streets to be filed with final map.

CITY POLICE DEPARTMENT:

62. Developer/Applicant shall comply with Placentia Police Department standard development requirements for security, as follows.

**POLICE DEPARTMENT
STANDARD DEVELOPMENT REQUIREMENTS RESIDENTIAL**

The following standards shall be required for all residential developments. No modifications shall be made without the approval of the Police Chief.

1. Each of the 5 streets shall be given a specific street name so as not to hinder emergency response.
2. The Applicant shall provide a park plan showing the uses as the location and types of uses to determine if there are critical to public safety issues.
3. The Applicant shall comply with Emergency Access Requirements.
 - (1) Provide a Knox keyswitch in the visitor call box keyed to OCFA and Placentia Police Department (police is submastered key to OCFA).
 - (2) Provide a Click2Enter radio access control system, programmed to both OCFA and Placentia Police Department, at the vehicle entry gate.
 - (3) Provide a Knox Box at the pedestrian entry gate if the gate utilizes a mechanical key to operate. If the gate is operated by an access control system, provide a Knox keyswitch and program this gate to the Click2Enter device.
 - (4) Prior to the issuance of building permits, submit to the Police Department an Emergency Access Plan showing compliance with the requirements for a Knox System and Click2Enter System.
 - (5) Prior to the Certificate of Occupancy, an inspection shall be conducted by the Police Department to verify all emergency access control systems are installed properly and are operational.
4. Home Security Requirements
 - (1) House numbers shall be a minimum of 4 inches in height and lighted using a backlit box fixture.
 - (2) Side yard gates shall be provided with a latch capable of accepting a padlock.

- (3) All garage doors shall have a light on the exterior.
- (4) All exterior doors and the door between the garage and house shall be 1 3/4 solid core construction.
- (5) All front doors shall have a doorview with at least a 180 degree viewing angle.
- (6) All openable windows and sliding glass doors shall meet the testing requirements of the California Model Building Security Ordinance.

RESIDENTIAL SECURITY

Other Doors

Except for vehicular access doors, all exterior swinging doors of any residential building and attached garage, including the door leading from the garage area into the dwelling unit, shall be equipped as follows:

Metal doors of hollow construction shall be of a minimum 16 gauge steel with reinforcement to maintain the design thickness of the door when any locking device is installed. Metal jambs shall be used.

Door stops on wooden jambs for in-swinging doors shall be of one piece construction with the jamb.

A single or double door shall be equipped with a double or single cylinder deadbolt lock. The bolt shall have a minimum projection of one (1) inch and be constructed so as to repel cutting tool attack. The deadbolt shall have an embedment of at least three-fourths (3/4) inch into the strike receiving the projected bolt. The cylinder shall have a hardened, rotating steel cylinder guard, a minimum of five pin tumblers, and shall be connected to the inner portion of the lock by connecting screws of at least one-fourth (1/4) inch in diameter. A dual locking mechanism constructed so that both deadbolt and latch can be retracted by a single action of the inside door knob, or lever, may be substituted provided it meets all other specifications for locking devices.

The inactive leaf of double door(s) shall be equipped with metal flush bolts having a minimum embedment of five-eighths (5/8) inch into the head and threshold of the door frame.

Glazing in exterior doors or within forty (40) inches of any locking mechanism shall be of fully tempered glass or rated burglary resistant glazing, except when double cylinder deadbolt locks are installed.

The strike plate for deadbolts on all wood framed doors shall be constructed of minimum sixteen (16) U.S. gauge steel, bronze, or brass and secured to the jamb by minimum of two screws, which must penetrate at least two (2) inches into solid backing

beyond the surface to which the strike is attached.

Hinges for out-swinging doors shall be equipped with non-removable hinge pins or a mechanical interlock to preclude removal of the door from the exterior from the exterior by removing the hinge pins. Except where clear vision panels are installed, all front exterior doors shall be equipped with a wide angle one hundred-eighty degree (180°) door viewer.

Upon occupancy by the owner or proprietor, each single unit in tract or multi-unit development, constructed under the same general plan, shall have locks using combinations which are interchange free from locks used in all other separate dwellings, proprietorships or similar distinct occupancies.

Lighting

If applicable, aisles, passageways, and recesses related to and within the building complex shall be illuminated with an intensity of at least twenty-five one hundredths (.25) foot-candles at the ground level during the hours of darkness. Lighting devices shall be protected by weather and vandalism resistant covers.

If applicable, open parking lots are to be lighted during hours of darkness with a minimum of one (1) footcandle of light on the parking surface during the hours of darkness. Tree and lights are to be coordinated and not located in the same spot. Provide a photometric plan with landscape plan showing compliance. Lighting devices shall be protected by weather and vandalism resistant covers.

Ladders

If applicable, ladders leading to the roof shall do so from the interior of the building.

Other

CC&R's to require Homeowners' Association to petition City Council for resolution enabling enforcement of traffic regulations on private streets by police (Section 211 07.7 State of California Vehicle Code).

ORANGE COUNTY FIRE AUTHORITY:

63. Developer/Applicant shall comply with all site development requirements specified by the Orange County Fire Authority (OCFA) and provide City with applicable proof of OCFA necessary approvals, as shown below.

Orange County Fire Authority (OCFA) Special Conditions of Approval

Prior to the issuance of building permits

Fire Master Plan (service code PR145)- This plan will demonstrate all turning radii, street widths, fire hydrant locations, etc.

Methane Investigation/Mitigation (services codes PR170-PR176)- It will need to be determined if the proposed project is located in an "administrative boundary." These areas are determined by the Department of Oil, Gas & Geothermal Resources (D.O.G.G.R.) as areas that may have methane present in the soil. If the property is in an administrative boundary, soil testing will be required. Depending on the results of the testing, methane mitigation may be required.

Fire Sprinkler System (service codes (PR400-PR465))

RESIDENTIAL AND INDUSTRIAL / COMMERCIAL STANDARD DEVELOPMENT REQUIREMENTS

TTM 17145

THE FOLLOWING SHALL APPLY IF CHECKED

BUILDING DIVISION

Compliance required with the latest

- 2012 California Building Code
- 2012 California Plumbing and Mechanical Code
- 2012 California Electrical Code
- License Ordinance (Sub-Contractor List)
- Flood Plain Management Regulations
- State of California Energy Conservation Standards
- Handicap Requirements

ENGINEERING DIVISION

STREETS

Dedications

- Street Rights-of-Way
- Vehicular access rights to arterial highways

Improvements

- Grading, paving, curb and gutter, sidewalks, medians on arterial highways, storm drains

Miscellaneous

- Installation of survey monuments
- Street Naming Committee to approve all street names
- Treewells, planters, storm drains, sewer lines
- No easements to be granted to any agency or individual prior to issuance of building permits except to the City of Placentia
- Sidewalk / Utility
- Vehicle Access (emergency)
- Project address shall be provided prior to issuance of any City building permits

UTILITIES

Undergrounding

- Existing overhead facilities
- Proposed utilities

Pipelines

- Relocation or removal of existing pipelines

Provide

- Sewer mains and laterals
- Approved conduit for cable television
- Cobra street lights

Services

- Water service by City approved agency
- Sewer service by City approved agency
- Annexation to Placentia Street Lighting District

MEDIANS

- Arterial Highway Medians** (where required)
Construct one-half of median, including landscaping or pay for one-half cost of construction and installation

MAINTENANCE DIVISION

- Provide**
- Landscaping per conceptual landscape plans as attached to the Development Agreement.
 - Species per conceptual landscape plans as attached to the Development Agreement.
 - Sprinkler system
 - Sprinkler Controller (type and number of stations)

PLANNING DIVISION

- Expiration**
Expires two (2) years from the date of approval unless used or an extension is requested and approved
- Garage**
Electric garage door openers required where driveways are less than twenty (20) feet in length
- Roof-Mounted Equipment or Appurtenances**
Completely screened from public view
- Mailboxes**
Approved by the Postmaster
- Sales Office**
Copies of the current Placentia Zoning and General Plan Land Use maps displayed at all times

O.C. SANITATION DISTRICT

- Permit**
Required of industrial and commercial users for discharge of waste water directly or indirectly to the District's sewerage facilities

O.C. FIRE PROTECTION AUTHORITY

HYDRANT

- Provide the following hydrants:
Number Size Capacity
- All hydrants, valves, and mains installed and operable prior to construction with combustible materials

MISCELLANEOUS

Parking

- Permitted only in approved spaces for private drives. Signs provided noting prohibition of parking in unauthorized areas

Trash Storage Areas

- Approved one (1) hour fire separation or sprinklers for those connected to or immediately adjacent to any structure

Fire Alarm System

- Local alarm and evacuation system installed and maintained

Decorative Grills or Bars

- Provided with breakaway devices

PERMITS

Permits necessary for the following prior to installation and / or use

- 1. Underground storage tanks for flammable liquids
- 2. Flammable liquids dispensing equipment
- 3. Operation using flammable or toxic liquids
- 4. Storage of more than six (6) gallons of Class I or Class II flammable liquids

FEES - CHARGES - DEPOSITS

Fees, charges, and deposits shall be paid prior to

issuance of grading and / or building permits.

BUILDING

- County sewer
- Building permit and plan check
- Recreation / park in-lieu
- Curb identification
- General and sub-contractor's business license fees

ENGINEERING

Fees and Charges

- Storm drain acreage
 - Sewer acreage
 - Engineering plan check and inspection
 - Final subdivision map check
 - Street name and traffic control sign
 - Arterial street soil test
 - Thoroughfare acreage
 - Cobra street lights purchased directly from Edison
 - Arterial highway median construction
 - Arterial highway median landscaping
 - Traffic Impact
- Deposit***
- Street tree maintenance
 - Pre-acceptance street cleaning
 - Street light advance maintenance and energy paid directly to Edison
 - Grading Bond

PLANNING

- Landscape plan check

PLANS

ENGINEERING

Submit five (5) copies of the following to the City Engineer prior to issuance of building permits

- Grading plan and Drainage Plan
- Street improvement plan
- Sewer plan
- Storm drain plan
- Preliminary composite utility / plot plan
- Tract map
- Parcel map
- Landscape plan for sight distance clearance

Provide

- City Engineer with "as-built" construction plans for the above items

MAINTENANCE

Approval by the Maintenance Division of the following prior to the issuance of building permits

- Landscape Plans

Provide Maintenance Division Superintendent with "as-built" originals of irrigation systems for

- Street trees
- Planters
- Landscaped medians
- Sprinkler Controller (type and number of stations)

PLANNING DIVISION

Applicable to all development or significant redevelopment greater than 5,000 square feet:

- Prior to issuance of building permits, submit a Water Quality Management Plan (WQMP) specifically identifying Best Management Practices (BMPs) that shall be used on site to control predictable pollutant run-off.
- Prior to recordation of a map for subdivision of land and if determined

applicable by City / EMA official(s), submit a WQMP that identifies the application and incorporation of those routine structural and non-structural BMPs outlined in the countrywide NPDES Drainage Area Management Plan Appendix detailing implementation of BMPs not dependent on specific land uses for approval of the City and EMA official(s)

- Prior to issuance of grading or grubbing and clearing or surface mining or paving permits, obtain coverage under the NPDES Statewide Industrial Storm water Permit for General Construction Activities from the State Water Resources Control Board. Evidence that this has been obtained shall be submitted to City / EMA official(s)

C.C. & R.'s

Provide

- Planning Division with three (3) copies of C.C. & R.'s prior to approval of the final map

Record

- C.C. & R.'s prior to or simultaneously with the recordation of the final tract or parcel map

ATTACHMENT 7

ORDINANCE APPROVING DOCUMENT ENTITLED

“DEVELOPMENT AGREEMENT NO. 2013-01”

ORDINANCE NO. O-2014-

AN ORDINANCE OF THE COUNCIL OF THE CITY OF PLACENTIA APPROVING THAT DOCUMENT ENTITLED "DEVELOPMENT AGREEMENT NO. 2013-01 CONCERNING THAT CERTAIN REAL PROPERTY LOCATED EAST OF KRAEMER BOULEVARD AND SOUTH OF MORSE AVENUE, PLACENTIA, CALIFORNIA" AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE SAME ON BEHALF OF THE CITY OF PLACENTIA.

City Attorney's Summary

This Ordinance approves a Development Agreement prepared in accordance with the requirements of California Government Code § 65864 with regard to a 78 unit housing project generally located east of Kraemer Boulevard and south of Morse Avenue in the City of Placentia on a 7.82 acre site. The Development Agreement establishes specific criteria and standards for a 78-unit, single-family residential development, including yards, setbacks and related development standards as well as providing for payment of fees and costs associated with the development project, including mitigation and park fees as well as requiring the property be annexed to City of Placentia Community Facilities District No. 2014-01 (Public Services).

A. Recitals.

(i). California Government Code § 65864 provides, in relevant part:

"The Legislature finds and declares that:

"(a). The lack of certainty in the approval of development projects can result in a waste of resources, escalate the cost of housing and other development to the consumer, and discourage investment in and commitment to comprehensive planning which would make maximum efficient utilization of resources at the least economic cost to the public.

"(b). Assurance to the applicant for a development project that upon approval of the project, the applicant may proceed with the project in accordance with existing policies, rules and regulations, and subject to conditions of approval, will strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic costs of development.

"(c). The lack of public facilities, including, but not limited to, streets, sewerage, transportation, drinking water, school, and utility facilities, is a serious impediment to the development of new housing. Whenever possible, applicants and local governments may include provisions in agreements whereby applicants are reimbursed over time for financing public facilities."

(ii). California Government Code § 65865 provides, in relevant part:

"(a). Any city, . . . , may enter into a development agreement with any person having a legal or equitable interest in real property for the development of the property as provided in this article."

(iii). California Government Code § 65865.2 provides as follows:

"A development agreement shall specify the duration of the agreement, the permitted uses of the property, the density or intensity of use, the maximum height and size of proposed buildings, and provision for reservation or dedication of land for public purposes. The development agreement may include conditions, terms, restrictions and requirements for subsequent discretionary actions, provided that such conditions, terms, restrictions and requirements for subsequent discretionary actions shall not prevent development of the land for the uses and to the density or intensity of development set forth in the agreement. . . ."

(iv). Attached to this Ordinance, marked Exhibit "A" and by this reference incorporated herein as though fully set forth, is a proposed Development Agreement No. 2013-01, concerning that approximately 7.82 acre parcel located east of Kraemer Boulevard and south of Morse Avenue in the City of Placentia, and as legally described within the attached Exhibit "A." Hereinafter in this Ordinance, that agreement attached hereto as Exhibit "A" is referred to as "the Development Agreement" and the subject parcel is referred to as "the Site."

(v). Concurrent with the adoption of this Ordinance, the City Council has adopted a resolution amending the General Plan designation for the subject property from Low Density Residential designation to Medium Density Residential (GPA 2014-01), an ordinance amending the zoning designation of Site to Specific Plan (ZC 2013-01), an ordinance amending the Zoning Code (ZCA 2013-01) to establish a Specific Plan 10 zone regarding the Site and Vesting Tentative Map 17145 subdividing the Site. The proposed developer of the property and the City desire to provide through the attached Development Agreement specific development options and controls on the Site which will provide for maximum efficient utilization of the site in accordance with sound planning principles, all in accordance with the above-referenced provisions of law.

(vi). On February 25, 2014, the Planning Commission of the City of Placentia held a duly noticed public hearing concerning the proposed Development Agreement and has recommended to this Council the adoption of the Development Agreement.

(vii). This City Council has heretofore conducted a duly noticed public hearing concerning the potential adoption of the Development Agreement and said public hearing was concluded prior to the adoption of this Ordinance.

(viii) All legal prerequisites to the adoption of this Ordinance have occurred.

B. Ordinance.

NOW, THEREFORE, the City Council of the City of Placentia does ordain as follows:

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

SECTION 2. (a). The City Council of the City of Placentia hereby finds that Mitigated Negative Declaration No. 2013-01, prepared with respect to the Development Agreement on January 31, 2014, was prepared in compliance with the California Environmental Quality Act of 1970 (California Public Resources Code § 21000, et seq.) ("CEQA"), as amended, the State CEQA Guidelines (California Code of Regulations, Title 14, Chapter 3, § 15000, et seq.), and the Environmental Impact Report Guidelines of the City of Placentia and that this City Council has reviewed and considered the information contained in said Mitigated Negative Declaration with respect to the project identified in this Ordinance as well as all public comments received in connection therewith.

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

(c). The City Council finds that facts supporting the above-specified findings are contained in the Mitigated Negative Declaration, the staff report and exhibits, and the information provided to this City Council during the public hearing conducted with respect to the project and the Mitigated Negative Declaration. Mitigation measures are made a condition of approval of said project pursuant to the Mitigation Monitoring and Reporting Program prepared for implementing environmental safeguards and are intended to mitigate and/or avoid environmental effects identified in the Mitigated Negative Declaration.

SECTION 3. This City Council specifically finds that:

(a). The location, design and proposed uses set forth in the Development Agreement are compatible with the character of existing development in the vicinity;

(b). The Development Agreement will produce within the project an environment of stable and desirable character, and will not tend to cause traffic congestion on surrounding streets;

(c). The proposed development will be well integrated into its setting;

(d). Provision has been designed in the proposed development for both private and public open spaces at least equivalent to that required by the Medium Density Multiple-Family (R-G) Zone; and

(e). The Development Agreement conforms to the General Plan of the City of Placentia.

SECTION 4. It is expressly found that the public necessity, general welfare and good zoning practice require the approval of the Development Agreement.

SECTION 5. This City Council hereby approves the Development Agreement attached hereto as Exhibit "A."

SECTION 6. This City Council hereby authorizes and directs the Mayor and City Clerk to execute the Development Agreement on behalf of the City of Placentia forthwith upon adoption of this Ordinance.

SECTION 7. The City Clerk shall certify to the passage of this Ordinance and shall cause the same to be published in the manner required by law.

PASSED AND ADOPTED this _____ day of _____, 2014 by the following called vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Scott W. Nelson, Mayor

I, PATRICK J. MELIA, City Clerk of the City of Placentia, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the Council of the City of Placentia held on the _____ day of 2014, and was finally passed at a regular meeting of the Council of the City of Placentia held on the _____ day of _____, 2014.

ATTEST:

PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM

ANDREW V. ARCZYNSKI,
CITY ATTORNEY

ATTACHMENT 8

DEVELOPMENT AGREEMENT NO. 2013-01

RECORDED AT THE REQUEST
OF AND WHEN RECORDED
RETURN TO:

EXEMPT FROM RECORDING
FEES UNDER CALIFORNIA
GOVERNMENT CODE § 27383

Patrick J. Melia
City Clerk
City of Placentia
401 E. Chapman Ave.
Placentia, CA 92870-6101

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**DEVELOPMENT AGREEMENT NO. 2013-01 CONCERNING
PROPERTY LOCATED EAST OF KRAEMER BOULEVARD AND
SOUTH OF MORSE AVENUE, PLACENTIA, CALIFORNIA**

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of the "Effective Date" set forth herein by and between HQT PLACENTIA, LLC, a California limited liability company ("Developer") and the CITY OF PLACENTIA, a Charter City and municipal corporation organized and existing under the laws of the State of California ("City") (collectively the "Parties" sometimes hereinafter).

W I T N E S S E T H:

A. Recitals.

(i). Article 2.5 of Chapter 4 of Division 1, Title 7 of the California Government Code, commencing at § 65864, *et seq.*, authorizes cities to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property.

(ii). Developer owns that certain real property located entirely within City, consisting of approximately 7.82 acres, the common and legal description of which is set forth in Exhibit "A," attached hereto and incorporated herein by this reference and hereinafter is referred to as "the Site."

(iii). The Site is now zoned SP-10 (Specific Plan 10) pursuant to the provisions of City's Zoning Ordinance and Zoning Map, as amended to date hereof. Developer and City desire to provide through this Agreement more specific development controls on the Site which will provide for maximum efficient utilization of the Site in accordance with sound planning principles. In connection with the City's approval of Developer's development of the Site, City has processed a General Plan Amendment and has amended the City's Zoning Map for the Project and the provisions of this Agreement are consistent with both.

(iv). On the XX day of XXXXXX, 201X, City adopted its Ordinance No. O-201X-XX, thereby approving this Agreement with Developer and said Ordinance was effective on XX XXXXXX, 201X.

B. Agreement.

NOW, THEREFORE, the Parties hereto agree as follows:

1. Definitions. In this Agreement, unless the context otherwise requires, the following terms shall have the following meaning:

(a). “**City**” is the City of Placentia.

(b). “**Default**” shall mean the failure of a party to perform any material action or covenant required by and within the time periods provided herein following notice and opportunity to cure, as set forth in § 21 of this Agreement.

(c). “**Development Fees**” shall mean those fees, charges, and exactions imposed by the City upon the development of the Project on the Site, including, but not limited to, application fees, processing fees, development fees, impact fees, mitigation fees, park fees, storm drain fees, sewer fees, and other related or like charges or fees. Subject to the provisions of §11.(b), all Development Fees applicable to the Project are identified in Exhibit “F” attached hereto and incorporated herein.

(d). “**Developer**” is HQT PLACENTIA, LLC, a California limited liability company.

(e). “**Development Plan**” includes those plans and specifications attached hereto, marked as Exhibit “B” and incorporated herein by this reference, and comprised of the following documents including, but not limited to: Vesting tentative tract map, site plan, conceptual landscape plan, conceptual elevations, conceptual unit plans, and conceptual materials detail. The Development Plan attached hereto includes various conditions of approval set forth in Exhibit “C” hereto which are not changed, altered or modified by this Agreement unless specifically set forth herein. The Project also includes the records of applications by Developer, the public proceedings before the Planning Commission and City Council, and all such records and files in these matters are incorporated herein by this reference as though set forth in full.

(f). “**Effective Date**” shall mean the 31st calendar day following adoption of the ordinance approving this Agreement by City’s City Council.

(g). “**Existing Development Regulations**” means the ordinances, rules, regulations and official policies of the City that are in effect as of the Effective Date of the Agreement which regulate the use of real property, including, but not limited to, its development, its subdivision, and the design, density, use, occupancy, improvement and construction of structures thereon, and which establish Development Fees, dedications, or

exactions that may be imposed as a condition of obtaining any City approval necessary for a use of real property. Existing Development Regulations, include, but are not limited to, City's Charter, each element of the City's General Plan, every portion of the City's Municipal Code regulating use(s) of real property (including all zoning codes, development codes, subdivisions codes, and CEQA implementation codes), and the provisions of any Specific Plan applicable to the Site, except as specifically modified herein. Subject to the provisions of § 11.(b), below, existing Development Regulations shall mean and include only those Developer Fees in effect as of the Effective Date of this Agreement and shown on Exhibit "F" attached hereto.

(h). "**Project**" is that development approved for the Site as provided in this Agreement comprised of a 78 unit single family residential subdivision development. The Project is proposed on a 7.82 acre property located at 1128 N. Kraemer Boulevard (the "Site"). The Site will be subdivided through a Vesting Tentative Map (VTM No. 17145) and will create 78 individual lots to accommodate the proposed units and will contain open space lots and private streets within the proposed subdivision. The project will be developed with a density of 9.97 units per acre. The proposed homes will have various architecture styles and all units will be 2-story, 3 to 5 bedroom homes with four (4) different floor plans. The units will range in size from approximately 2,084 square feet to approximately 2,786 square feet subject to adjustment consistent with the SP-10 zone designation. Each unit will be developed on its own lot and the lots will range from approximately 2,866 square feet to approximately 6,666 square feet in area, all as reflected in the Development Plan attached hereto as Exhibit "B" and the conditions set forth in Exhibit "C."

(i). "**Project Approvals**" shall mean any necessary land use, development, and building approvals and entitlements required for the development and construction of the Project, including, but not limited to, General Plan amendments, zone changes, vesting tentative tract map, mitigated negative declaration, Angelina Drive street-vacation, site plan review, grading permits, building permits, actions under the Subdivision Map Act, business licenses and other development approvals that will accomplish the goals, objectives, policies and plans referenced, described, implied and shown in this Agreement. Parking, height limitations and related development standards are per SP-10 zone.

(j). "**Project Plans**" shall mean all plans for grading, drainage, traffic, parking, construction and/or building, landscaping and other plans related to the Project and all designs, diagrams, drawings, specifications and other representations of or documents associated with the Project Plans set forth on Exhibit "B."

(k). "**Public Benefits**" shall mean those contributions by Developer designed to defray the impact of the Project and/or provide Developer's fair share contributions to projects or improvements necessary to minimize the impact(s) of the Project on the City. Said Public Benefits are set forth in Exhibit "G" hereto and Developer agrees to provide said contributions in accordance with the timelines for each such contribution as set forth in said Exhibit "G."

(1). **“Public Improvements”** shall mean those public improvements, including but not limited to streets, street lights, traffic signals, curbs, gutters, sidewalks, parkway landscaping, irrigation systems, storm drains, sewers, and other public facilities related to the Project and required to be constructed and installed in the existing public rights-of-way and/or on areas of the Site to be dedicated to the City by the Developer as part of the development of the Project. The Public Improvements are more fully listed and described in Exhibit “D,” which is attached hereto and incorporated herein by reference.

2. Recitals. The Recitals are part of the agreement between the Parties and shall be enforced and enforceable as any other provision of this Agreement.

3. Interest of Property Owner. Developer warrants and represents that it owns the Site.

4. Binding Effect of Agreement. Developer hereby subjects the Project, and the land described in Exhibit “A” hereto, to the covenants, reservations and restrictions as set forth in this Agreement. The City and the Developer hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon Developer’s successors and assigns in title or interest to the Project.

City and Developer hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that the Developer’s legal interest in the Project is rendered less valuable thereby. The City and Developer hereby further declare their understanding and intent that the benefit of such covenants touch and concern the land by enhancing and increasing the enjoyment and use of the Development by Developer and the future occupants of the Project, the intended beneficiaries of such covenants, reservations and restrictions, and by furthering the public purposes for which this Agreement is adopted. Further, the Parties hereto agree that such covenants, reservations and restrictions benefit all other real property located in the City of Placentia.

5. Relationship of Parties. It is understood that the contractual relationship between City and Developer is such that Developer is an independent party and is not the agent of City for any purpose whatsoever and shall not be considered to be the agent of City for any purpose whatsoever.

6. Term of Agreement. The term of the Agreement shall commence on the Effective Date and shall expire on May 1, 2024, so long as Developer remains in material compliance with this Agreement, as from time to time amended.

7. Construction. Developer shall complete construction work for the Project on the Site, and all phases thereof, including, but not limited to, landscaping and all off-site improvements, pursuant to a building permit or permits issued by City within six (6)

years following the Effective Date, subject to extension for force majeure events. The City Council may, upon receipt of a request to extend the time for completion pursuant to this § 7 submitted, in writing, at least six (6) months prior to the completion date hereunder, extend the time to complete construction for one (1) additional year.

City agrees to cooperate with Developer in Developer's endeavors to obtain (i) any other permits and/or approvals what may be required from other governmental or quasi-governmental agencies having jurisdiction over any aspect of the Project and (ii) any grants for which Developer may make application.

8. Public Improvements. The following provisions shall apply with regard to any Public Improvements required for the Project:

(a). **Construction of Improvements.** Developer hereby agrees to, at its sole cost and expense, design, construct, and install, in accordance with the requirements of the City, the Public Improvements (as set forth in Exhibit "D").

(b). **Improvement Security.** Developer shall provide to the City, prior to the City's issuance of permits for the construction of the applicable Public Improvements, an instrument or instruments securing the commencement, completion, and workmanship of the Public Improvements and securing the payment of laborers and materialmen performing or to perform work on the Public Improvements (collectively "Improvement Security"). The Improvement Security shall be one or more of the securities listed under California Government Code § 66499, as is designated by the City. The principal amount of any Improvement Security shall be determined by the City pursuant to California Government Code §§ 66499.3 and 66499.4. All such Improvement Security provided to the City shall be released in accordance with the provisions of California Government Code § 66499.7.

(c). **Dedication of Rights-of-Way for Public Improvements.** Developer shall dedicate such rights-of-way, easements, agreements, licenses, and other grants of rights ("Dedications") to the City as are reasonably required to accomplish the survey, design, construction, inspection, testing, operation, maintenance, and repair of the Public Improvements as the City is authorized to require under the Existing Development Regulations. It is understood, acknowledged, and agreed by Developer that such Dedications may include, but are not limited to, fee parcels, and permanent or temporary rights-of-way or easements for public purposes (including street and utility use, slope, drainage, maintenance, construction, entry and/or access, and encroachment permits). The Dedications to be required by the City for the Project are specified in Exhibit "D". Developer agrees that the making of such Dedications are part of the consideration provided by Developer for this Agreement, that Developer shall not seek, nor have a right to, any compensation from the City for such Dedications, and that Developer shall not pursue any legal action for compensation, including inverse condemnation or eminent domain, with regard to such Dedications.

9.. Assignment. Developer shall have the right to sell, mortgage, hypothecate, assign or transfer all or any portion of the Site (as may be subsequently subdivided), to any person or entity at any time during the term of this Agreement. Any such transfer shall be deemed to include an assignment of all rights, duties and obligations created by this Agreement with respect to all or any portion of the Site. The assumption of any or all of the obligations of Developer under this Agreement pursuant to any such transfer shall relieve Developer, without any act or concurrence by the City, of its legal duty to perform those obligations except to the extent that Developer is in default with respect to any and all obligations at the time of the proposed transfer, in which case its obligations solely with respect to the matter in default shall continue until such matter is cured.

10.. General Standards and Restrictions Pertaining to Development of the Site. The following specific restrictions shall apply to the use of the Site pursuant to this Agreement:

(a). Developer shall have the right to develop the Project on the Site in accordance with the terms and conditions of this Agreement and City shall have the right to control development of the Site in accordance with the provisions of this Agreement. City agrees to timely consider and expeditiously act upon any matter which is reasonably required, necessary or desirable to accomplish the intent, purpose and understanding of the Parties in entering into this Agreement, including, without limitation, processing of any ministerial permit or ministerial approval or any request for a discretionary action or discretionary approval. The City further agrees that, if Developer satisfactorily complies with all preliminary procedures, actions, payments of applicable Developer Fees, and criteria generally required of developers by the City for processing applications for such discretionary actions or discretionary approvals that the City will not unreasonably withhold or unreasonably condition any such subsequent discretionary action or discretionary approval required in connection with any subsequent Project approval. All subsequent Project approvals shall be subject to the terms and conditions of this Agreement. Any subsequent Project approval implementing the Project or any conditions, terms, restrictions and requirements of any such subsequent Project approval implementing the Project, shall not prevent development of the Project for the uses and in accordance with the maximum density or intensity of development set forth in this Agreement. Subject to Developer's installation of infrastructure in accordance with the requirements of the Project Approvals, City hereby acknowledges that it will have sufficient capacity in its infrastructure and services to accommodate the Project. City hereby agrees that it will provide all applicable City controlled services to the Project and that there shall be no restriction by City on hookups or service for the Project with respect to said items.

(b). The density and intensity of use, parking, the uses allowed, the size of proposed buildings, provisions for the reservation or dedication of land for public purposes, the maximum height and setbacks of proposed buildings and location of public improvements, together with other terms and conditions of development applicable to the Site, shall be as set forth in this Agreement and the attached Development Plan.

(c). City agrees to cooperate with Developer in the issuance of permits on an expedited basis, at Developer's expense, and at the earliest feasible date, including, separate and sequential issuance of demolition, grading and building permits and, if applicable, issuance of permits prior to recordation of tract maps for the Project; provided Developer's applications for such permits comply with all applicable Existing Development Regulations.

11. Effect of Existing Development Regulations on Development of Project. Except as expressly provided in this Agreement, all substantive and procedural requirements and provisions contained in City's ordinances, specific plans, rules and regulations, including, but not limited to, the Zoning Ordinance and building codes, in effect as of the Effective Date of this Agreement, shall apply to the construction and development of the Site and, subject only to the terms of this Agreement, Developer shall have a currently effective vested right to develop the Site in accordance with the Existing Development Regulations.

(a). The provisions of this § 11 shall not preclude the application to the development of the Site those changes in City ordinances, regulations, plans or specifications which are specifically mandated and required by changes in state or federal laws or regulations as provided in California Government Code § 65869.5 or any successor provision or provisions; provided that the party which believes such a change or addition to the Existing Development Regulations has occurred shall provide the other party hereto with a copy of such State or Federal law or regulation and a statement of the nature of its conflict with the provisions of this Agreement, and the Parties shall, within ten (10) days, meet and confer in good faith and engage in a reasonable attempt to modify this Agreement to comply with such Federal or State law or regulation, and, in such discussions, the City and the Developer agree to preserve the terms of this Agreement and the rights of the Developer derived from this Agreement to the maximum feasible extent while resolving the conflict.

(b). The payment of fees associated with the construction of the Project, including land use approvals, development fees, building permits, etc., shall be limited to those Development Fees shown on Exhibit "F" attached hereto. Notwithstanding the foregoing, Developer understands and agrees that changes in state or federal laws, as defined in § 11.(a), above, which changes specifically mandate and require the imposition of new or increased fees pursuant to the terms and conditions of such changes in state or federal laws, shall be paid by Developer.

(c). City may apply any and all new ordinances, rules, regulations, plans and specifications to the development of the Site after the Effective Date provided such new rules and regulations do not conflict with the terms of this Agreement as of the Effective Date.

(d). Nothing herein shall prevent the application of health and safety regulations (*i.e.*, fire, building, seismic, plumbing, mechanical and electric codes) that become applicable to the City as a whole.

12. Maintenance of the Site. The Developer shall, at its sole cost and expense: (i) maintain the appearance and safety of those portions of the Site owned by Developer (including all improvements, fixtures, and landscaping) in good order, condition, and repair, and free from the accumulation of trash, waste materials, and other debris; (ii) remove all graffiti placed upon the Site (including all improvements, fixtures, and landscaping) within seventy-two (72) hours of its appearance; (iii) maintain in good order, condition and repair, properly functioning landscape irrigation systems on the Site and (iv) remove and promptly replace all dead or diseased landscaping material on the Site. In the event of a default of this § 12 and of a failure to cure the default within fifteen (15) days after service of a written notice by the City, then the City or its agents, employees and contractors shall have the right to enter upon the Site without further notice and to take such actions as are necessary to cure the default. Developer shall reimburse the City for all costs associated with cure of the default (including but not limited to, staff services, administrative costs, legal services, and third party costs), within fifteen (15) days after service of a written notice by the City. If Developer fails to pay within the time provided, such costs shall be a lien upon the Property, as provided by California Civil Code § 2881. The City may enforce and foreclose such lien in any manner legally allowed. City and Developer agree that, upon completion of each phase within the Project, the continuing obligations of Developer pursuant to this Agreement shall be assigned, in their entirety, to the homeowners' association established for the Project.

13. Permitted Uses. Those uses allowed on the Site shall be as follows:

(a). Permitted uses as outlined in § 23.110.040 of Chapter 23.110 of Title 23 of the Placentia Municipal Code.

(b). Uses requiring conditional use permit shall be as required pursuant to the provisions of § 23.110.040 of Chapter 23.110 of Title 23 of the Placentia Municipal Code, as the same may be amended from time to time hereafter.

14. Subdivision Map Required. Notwithstanding any other provision or term hereof, Developer shall process a subdivision map through City's subdivision map approval process, comprising all of the property identified in Exhibit "A," including, but not limited to, the relinquishment of any new vehicular access rights to Kraemer Boulevard therefrom, and cause the final map to be recorded in the form prescribed by law not later than June 1, 2016, subject to approved extension(s) thereof pursuant to the provisions of California Government Code § 66410, *et seq.* In the event said map is not recorded as required herein, this Agreement shall be deemed null and void. Developer may, at Developer's sole risk and expense, apply for building and grading permits pursuant to City's codes and ordinances, prior to the recordation of said map; provided, however, that no certificate of occupancy or other entitlement of a similar nature may be granted or obtained prior to recordation thereof.

15. Annual Review. During the term of this Agreement, City shall annually review the extent of good faith compliance by Developer with the terms of this Agreement. Developer shall file an annual report with the City indicating information regarding compliance with the terms of this Agreement no later than March 15 of each calendar year. City and Developer agree that, upon full completion of the Project, the continuing obligations of Developer pursuant to this Agreement shall be assigned, in their entirety, to the homeowners' association established for the Project. City's failure to conduct any such annual review shall not affect the validity or continuing effectiveness of this Agreement.

16. Indemnification. Developer agrees to, and shall, hold City and its elected and appointed officials, officers, agents and employees free and harmless from all liability for damage or claims for damage for personal injury, including death, and claims for property damage which may arise from the direct or indirect operations of Developer or those of Developer's contractor(s), subcontractor(s), agent(s), employee(s) or other person(s) acting on Developer's behalf which relate to the construction and operation of the Project. Developer agrees to, and shall, defend City and its elected and appointed officials, officers, agents and employees with respect to actions for damages caused or alleged to have been caused by reason of Developer's activities in connection with the Project. This hold harmless provision applies to all damages and claims for damage suffered or alleged to have been suffered by reason of the operations referred to in this Agreement regardless of whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Project, but shall not apply to any claim of intentional misconduct of the City or any officer or employee acting on the City's behalf.

17. Attorneys' Fees and Costs in Actions by Third Parties. If any person or entity not a party to this Agreement initiates an action at law or in equity to challenge the validity of any provision of this Agreement and/or the related environmental documentation and findings, or any of the Project Approvals and/or the related environmental documentation and findings, the City shall cooperate and appear in defending such action. To the extent that the Developer determines to contest any such challenge, the Developer shall reimburse the City, within 30 days after the City's written demand therefor (which may be made from time to time during the course of the defense of such challenge), for the City's legal and court costs incurred in or with respect to such challenge; provided, however, that the City shall either: (a) elect to joint representation of the City and the Developer in such challenge by the Developer's counsel; or (b) retain an experienced litigation attorney to represent only the City in such challenge, in which event the Developer agrees to reimburse City for all such legal fees and expenses with respect to such challenge. If Developer elects not to contest any such challenge, then City shall have no obligation to contest such challenge.

18. Amendments. This Agreement may be amended or canceled, in whole or in part, only by mutual written consent of the Parties and then in the manner provided for in California Government Code § 65868, *et seq.*, or their successor provisions.

19. Minor Amendments to Development Plan. Upon the written application of Developer, minor modifications and/or changes to the Development Plan may be approved by the Director of Development Services (the "Director") pursuant to the terms of Chapter 23.110 of Title 23 of City's Municipal Code.

The determination whether such modification and/or change is a minor modification and/or change shall refer to whether the modification and/or change to the Development Plan is minor and not material in the context of the overall Project, is in substantial conformity with the Project Approvals, is consistent with the findings adopted by the City in approving the Project, and does not create greater environmental impacts than those identified in the Mitigated Negative Declaration. An example of a minor modification and/or change to the Development Plan would be Developer electing to switch product types and/or floor plans between the various lots within the Project. If the Director finds that the proposed modifications and/or changes are minor modifications and/or changes and are consistent with the foregoing, he/she may approve said minor modifications and/or changes without notice or public hearing. If he/she determines that the proposed modification and/or change is not a minor modification and/or change or is inconsistent with the foregoing, he/she shall forward the proposed modification and/or change to the Planning Commission, along with his/her recommendation for action thereon.

Decisions of the Director and/or Planning Commission shall be subject to the procedures for appeal set forth in Placentia Municipal Code Chapter 23.75.

20. Enforcement. In the event of a default under the provisions of this Agreement by Developer, City shall give written notice to Developer (or its successor) by registered or certified mail addressed to the address stated in this Agreement, and if such violation is not corrected to the reasonable satisfaction of City within thirty (30) days after such notice is given, or if not corrected within such reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within said thirty (30) days and must thereafter be diligently prosecuted by Developer), then City may, without further notice, declare a default under this Agreement and, upon any such declaration of default, City may bring any action necessary to specifically enforce the obligations of Developer growing out of the operation of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Developer of any provision of this Agreement, or apply for such other relief as may be appropriate.

21. Event of Default. Developer is in default under this Agreement upon the happening of one or more of the following events or conditions:

(a). If a material warranty, representation or statement is made or furnished by Developer to City and is false or proved to have been false in any material respect when it was made;

(b). If a finding and determination is made by City following an annual review pursuant to § 15 above, upon the basis of substantial evidence, that Developer has not complied in good faith with any material terms and conditions of this Agreement, after notice and opportunity to cure as described in § 20 hereinabove; or

(c). A breach by Developer of any of the provisions or terms of this Agreement, after notice and opportunity to cure as provided in § 20 hereinabove.

22. No Waiver of Remedies. City does not waive any claim of defect in performance by Developer if, on periodic review, City does not enforce this Agreement. Nonperformance by Developer shall not be excused because performance by Developer of the obligations herein contained would be unprofitable, difficult or expensive or because of a failure of any third party or entity, other than City; provided that the foregoing shall not limit the Developer's right to force majeure extensions where those are provided for pursuant to § 31 below. Except as otherwise expressly provided herein, all other remedies at law or in equity which are not otherwise provided for in this Agreement are available to the Parties to pursue in the event that there is a breach of this Agreement. No waiver by City of any breach or default under this Agreement shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.

23. Rights of Lenders Under Agreement. This Agreement shall not prevent or limit Developer, acting in good faith, in any manner, at its sole discretion, from encumbering the portion of the Site owned by it, or any portion thereof or any improvement thereon, by any mortgage, deed of trust, or other security device securing financing with respect to such portion of the Site. This City acknowledges that the lenders providing such financing may require certain Agreement interpretations and/or modifications and agrees upon request, from time to time, to meet with the Developer and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. City agrees that it will not unreasonably withhold consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Neither the entering into of this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish, or impair the lien of any mortgage or deed of trust on the Site, or any portion thereof, made in good faith and for value. Should Developer place or cause to be placed any encumbrance or lien on the Project, or any part thereof, the beneficiary ("Lender") of said encumbrance or lien shall have the right, but not the obligation, at any time during the term of this Agreement and the existence of said encumbrance or lien to:

(a). Do any act or thing required of Developer under this Agreement, and any such act or thing done or performed by Lender shall be as effective as if done by Developer;

(b). Realize on the security afforded by the encumbrance or lien by exercising foreclosure proceedings or power of sale or other remedy afforded in law or in equity or by the security document evidencing the encumbrance or lien (hereinafter referred to as "a trust deed");

(c). Transfer, convey or assign the title of Developer to the Project to any purchaser at any foreclosure sale, whether the foreclosure sale be conducted pursuant to court order or pursuant to a power of sale contained in a trust deed; and

(d). Acquire and succeed to the interest of Developer by virtue of any foreclosure sale, whether the foreclosure sale be conducted pursuant to a court order or pursuant to a power of sale contained in a trust deed.

24. Notice to Lender. City shall give written notice of any default or breach under this Agreement by Developer to Lender (if known by City) and afford Lender the opportunity after service of the notice to:

(a). Cure the breach or default within thirty (30) days after service of said notice, where the default can be cured by the payment of money;

(b). Cure the breach or default within thirty (30) days after service of said notice where the breach or default can be cured by something other than the payment of money and can be cured within that time; or

(c). Cure the breach or default in such reasonable time as may be required where something other than payment of money is required to cure the breach or default and cannot be performed within thirty (30) days after said notice, provided that acts to cure the breach or default are commenced within a thirty (30) day period after service of said notice of default on Lender by City and are thereafter diligently continued by Lender.

25. Action by Lender. Notwithstanding any other provision of this Agreement, a Lender may forestall any action by City for a breach or default under the terms of this Agreement by Developer by commencing proceedings to foreclose its encumbrance or lien on the Project. The proceedings so commenced may be for foreclosure of the encumbrance by order of court or for foreclosure of the encumbrance under a power of sale contained in the instrument creating the encumbrance or lien. The proceedings shall not, however, forestall any such action by the City for the default or breach by Developer unless:

(a). They are commenced within ninety (90) days after service on Developer of the notice described hereinabove;

(b). They are, after having been commenced, diligently pursued in the manner required by law to completion; and

(c). Lender keeps and performs all of the terms, covenants and conditions of this Agreement requiring the payment or expenditure of money by Developer until the foreclosure proceedings are complete or are discharged by redemption, satisfaction or payment.

26. Notice. Any notice required to be given by the terms of this Agreement shall be provided by certified mail, return receipt requested, at the address of the respective Parties as specified below or at any other such address as may be later specified by the Parties hereto.

To Developer: HQT PLACENTIA, LLC
13821 Newport Avenue
Suite 120
Tustin, California 92780
Attention: Duane Huennekens

To City: City of Placentia
401 E. Chapman Ave.
Placentia, CA 92870-6101
Attention: Director of Development Services

With a copy to: Andrew V. Arczynski
City Attorney
City of Placentia
1400 N. Brea Blvd.
Fullerton, CA 92835-3538
Email: andrew@arczynskilaw.com

27. Attorneys' Fees. In any proceedings arising from the enforcement of this Agreement or because of an alleged breach or default hereunder, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees incurred during the proceeding as may be fixed within the discretion of the court.

28. Binding Effect. This Agreement shall bind, and the benefits and burdens hereof shall inure to, the respective Parties hereto and their legal representatives, executors, administrators, successors and assigns, wherever the context requires or admits.

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

30. Partial Invalidity. If any provisions of this Agreement shall be deemed to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

31. Force Majeure. In addition to specific provisions of this Agreement, whenever a period of time is designated within which any party hereto is required to do or complete any act, matter or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days during which such party is prevented from the doing or completion of such act, matter or thing because of causes

beyond the reasonable control of the party to be excused, including, without limitation, war; acts of terrorism; insurrection; riots; floods; earthquakes; fires; casualties; acts of God; strikes; litigation and administrative proceedings involving the Project; restrictions imposed or mandated by other governmental entities; enactment of conflicting state or federal laws or regulations; judicial decisions; the exercise of City's reserved powers; or similar bases for excused performance which are not within the reasonable control of the party to be excused (collectively, "Force Majeure Event").

32. Estoppel Certificate. At any time during the term of this Agreement, any lender or other party may request any party to this Agreement to confirm that (i) this Agreement is unmodified and in full force and effect (or if there have been modifications hereto, that this Agreement is in full force and effect as modified and stating the date and nature of such modifications) and that (ii) to the best of such party's knowledge, no defaults exist under this Agreement or if defaults do exist, to describe the nature of such defaults and (iii) any other information reasonably requested. Each party hereby agrees to provide a certificate to such lender or other party within ten (10) business days of receipt of the written request therefor. The failure of any party to provide the requested certificate within such ten (10) business day period shall constitute a confirmation that this Agreement is in full force and effect without modification except as may be represented by the requesting party and that, to the best of such party's knowledge, no defaults exist under this Agreement, except as may be represented by the requesting party.

33. Timing of Development. The Parties acknowledge that Developer cannot at this time predict when or the rate at which the Project would be developed. Such decisions depend upon numerous factors which are not all within the control of Developer. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Ca1.3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the intent of Developer and City to hereby cure that defect by acknowledging and providing that Developer shall have the right to develop the Site consistent with the Project Approvals and the Conditions of Approval in such order and at such rate and at such times as Developer deems appropriate. No City-imposed moratorium or other limitation (whether relating to the rate, timing or sequencing of the development or construction of all or any part of the Site, whether imposed by ordinance, initiative, resolution, policy, order or otherwise, and whether enacted by the City Council, a board, agency, commission or department of City, the electorate, or otherwise) affecting parcel or subdivision maps (whether tentative, vesting tentative or final), building permits, occupancy certificates or other entitlements to use or service (including, without limitation, water and sewer) approved, issued or granted within City, or portions of City, shall apply to the Site to the extent such moratorium or other limitation is in conflict with this Agreement.

34. Recordation. This Agreement shall, at the expense of Developer, be recorded in the Official Records of the County Recorder of the County of Orange within ten (10) business days following the Effective Date.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties and shall be effective on the Effective Date set forth hereinabove.

CITY: CITY OF PLACENTIA,
a Charter City and municipal corporation
Dated: _____, 2014

By _____
Scott W. Nelson
Mayor

ATTEST: _____
Patrick J. Melia, City Clerk
City of Placentia

DEVELOPER: HQT PLACENTIA, LLC,
a California limited liability company

By: HQT Homes 210, LLC,
a California limited liability company
Its Manager

Dated: _____, 2014

By: _____
Name: _____
Manager

APPROVED AS TO FORM:

Andrew V. Arczynski,
City Attorney

State of California
County of _____

On _____ before me, _____, Notary
Public, personally appeared _____

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

State of California
County of _____

On _____ before me, _____, Notary
Public, personally appeared _____

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

State of California
County of _____

On _____ before me, _____, Notary
Public, personally appeared _____

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT "A"

LEGAL DESCRIPTION

Being a Subdivision of portions of Lots 3 and 4 of Clacius Tract, as shown on a Map Recorded in Book 29, Page 92 of Miscellaneous Records of Los Angeles County, California and Parcel 3 of Lot Line Adjustment 2012-03, Recorded as Instruments No. 2012000798404 in the Office of Orange County Recorder, California.

EXHIBIT "B"

DEVELOPMENT PLAN



SHEET INDEX

Landscape

- P-0 Preliminary Landscape Plan: Master Plan
- P-1 Preliminary Landscape Plan: Main Entry
- P-2 Preliminary Landscape Plan: Linear Park

Architecture

- AI.0 Street Scenes
- AI.1 Plan 1,2,3 Street Perspectives
- AI.2 Plan 1,2,3 Street Perspectives
- AI.3 Plan 4 Perspective
- A2.0 Elevations: Plan 1 Style A
- A2.1 Elevations: Plan 1 Style B
- A2.2 Elevations: Plan 2 Style A
- A2.3 Elevations: Plan 2 Style A Enhanced
- A2.4 Elevations: Plan 2 Style B
- A2.5 Elevations: Plan 2 Style B Enhanced
- A2.6 Elevations: Plan 3 Style A
- A2.7 Elevations: Plan 3 Style B
- A2.8 Elevations: Plan 4 Style A
- A2.9 Elevations: Plan 4 Style B
- A2.10 Elevations: Plan 4 Style C
- AS.0 Unit Plans: Plan 1
- AS.1 Unit Plans: Plan 2
- AS.2 Unit Plans: Plan 3
- AS.3 Unit Plans: Plan 4

SCHANER RANCH

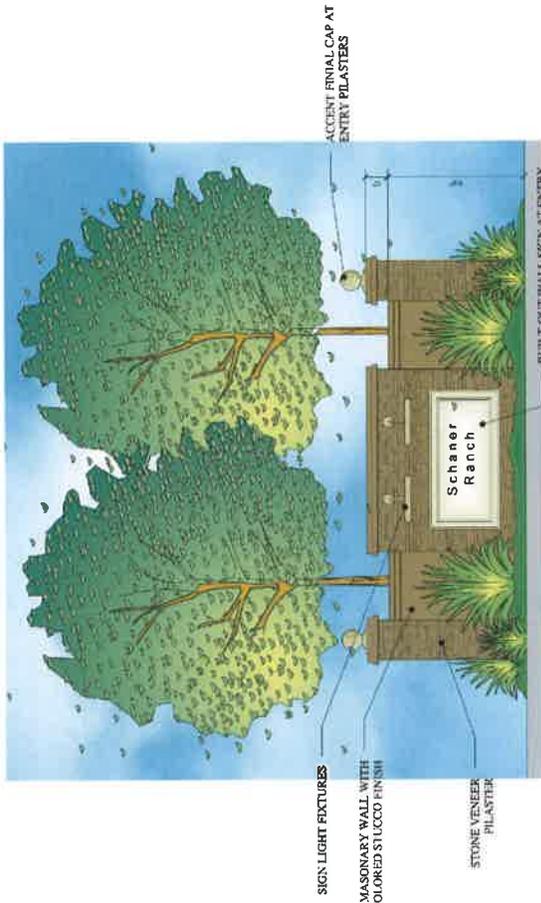
HQT Homes
 13821 Newport Ave. #120
 Tustin, CA 92780

PLACENTIA, CA
 008 W 20th St

(1) (20)



KTGY Group, Inc.
Architecture+Planning
 17922 Fitch
 Irvine, CA 92614
 949.851.2133
 ktgy.com



ACCENT FINIAL CAP AT ENTRY PILASTERS

BUILT-OUT WALL SIGN AT ENTRY WALLS WITH TRACT NAME AND LOGO PER HQT HOMES

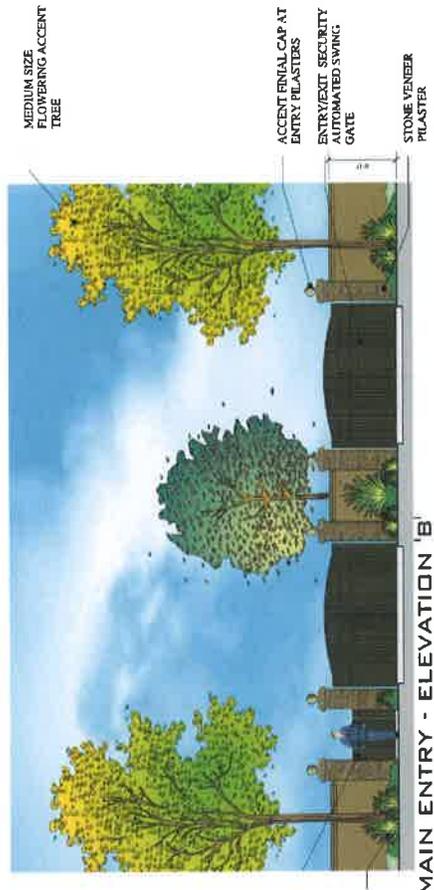
SIGN LIGHT FIXTURES

MASONRY WALL WITH COLORED STUCCO FINISH

STONE VENEER PILASTER

MAIN ENTRY - ELEVATION 'A'

SCALE: 1/2" = 1'-0"



MEDIUM SIZE FLOWERING ACCENT TREE

ACCENT FINIAL CAP AT ENTRY PILASTERS

ENTRY/EXIT SECURITY AUTOMATED SWING GATE

STONE VENEER PILASTER

MAIN ENTRY - ELEVATION 'B'

SCALE: 1/2" = 1'-0"



18" WIDE COLORED CONCRETE BANDING

DECORATIVE ENTRY DRIVE PAVERS OR STAMPED CONCRETE

TELEPHONE/INTERCOM SECURITY SYSTEM IN STONE VENEER PILASTER

MEDIUM SIZE FLOWERING ACCENT TREE

STUCCO MASONRY ENTRY WALLS WITH STONE VENEER PILASTER

5' WIDE CONCRETE SIDEWALK

PEDESTRIAN SECURITY ENTRY GATE

ENTRY/EXIT SECURITY AUTOMATED SWING GATES

MASONRY SIGN WALL WITH ACCENT LIGHTING (BOTH SIDES)

KRAEMER BLVD.

BASIN SLOPE PLANTINGS - TREES, SHRUBS, AND GROUND COVERS

NATIVE DROUGHT TOLERANT BASIN GRASSES AND SHRUBS PER LOW IMPACT DEVELOPMENT MANUAL

NATURAL PARKING QUALITY PLANTER BOX

MAIN ENTRY

SCALE: 1" = 10'

PRELIMINARY SITE PLAN

SCHANER RANCH RESIDENTIAL
PLACENTIA, CALIFORNIA

MAIN ENTRY P-1



Sequoia Associates, Inc.
Architectural Land Planning, Urban Design
17000 W. 14th St.
Alhambra, CA 91803
Tel: 626-286-8888
Fax: 626-286-8889

DATE: OCT 24, 2013 PROJECT #: 13-118

CLIENT:
HQT HOMES
17000 W. 14th St.
TUSTIN, CA 92780
PAUL FULMER



P4B P4A P4C
Plan 4 Front Elevations: Lot 37-39



P3A P3B P3C
Plan 1, 2, 3 Front Elevations: Lot 67-72

0 4 8 16
AI.0

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STREET SCENES

PLACENTIA, CA
06 # 201440
11.12.18



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HQT Homes
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Plan 1,2,3 Street Perspectives

PLACENTIA, CA
 08.11.2011

AI.1



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 Tusin, CA 92780

Plan 1,2,3 Street Perspectives

PLACENTIA, CA
 DEC # 201400

11.13.2011

A1.2



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Tustin, CA 92780

Plan 4 Street Perspective

PLACENTIA, CA
USE # 2014-01

11.13.2011

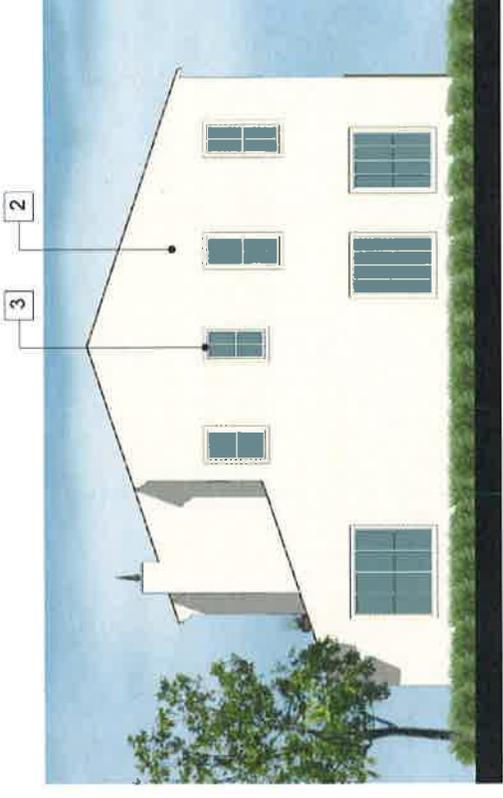
AI.3

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Front Elevation



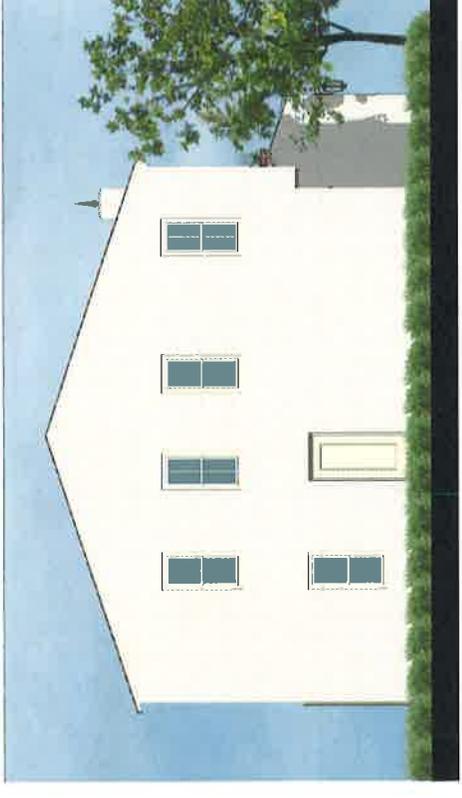
Left Elevation

Material List

- 1. Roof Tile
- 2. Stucco
- 3. Trim
- 4. Entry Door
- 5. Metal Railing/ Pot Shelf
- 6. Metal Sectional Garage Doors



Rear Elevation



Right Elevation

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ELEVATIONS: PLAN I STYLE A

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 08/18/2011
 11.11.2011

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A2.0



Front Elevation



Left Elevation

Material List

1. Roof Tile
2. Stucco
3. Trim
4. Entry Door
5. Wood Railing
6. Metal Sectional Garage Doors



Rear Elevation



Right Elevation

SCHANER RANCH

HQT Homes
13821 Newport Ave. #120
Tustin, CA 92780

ELEVATIONS: PLAN I STYLE B

PLACENTIA, CA
REV # 201407

11.13.13

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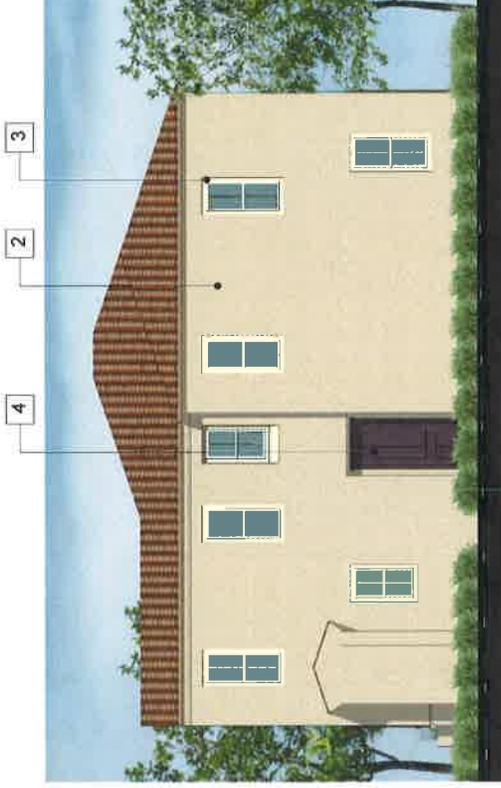


A2.I





Front Elevation



Left Elevation



Rear Elevation



Right Elevation

Material List

1. Roof Tile
2. Stucco
3. Trim
4. Entry Door
5. Metal Railing / Pot Shelf
6. Metal Sectional Garage Doors
7. Awning Detail
8. Wood Shutters

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HQT Homes
13821 Newport Ave. #120
Tustin, CA 92780

ELEVATIONS: PLAN 2 STYLE A

PLACENTIA, CA
10/30/2008

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A2.2



Front Elevation



Left Elevation

Material List

1. Roof Tile
2. Stucco
3. Trim
4. Entry Door
5. Metal Railing / Pot Shelf
6. Metal Sectional Garage Doors
7. Awning Detail
8. Wood Shutters



Rear Elevation



Right Elevation



A2.3



ELEVATIONS: PLAN 2 STYLE A ENHANCED

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Tustin, CA 92780

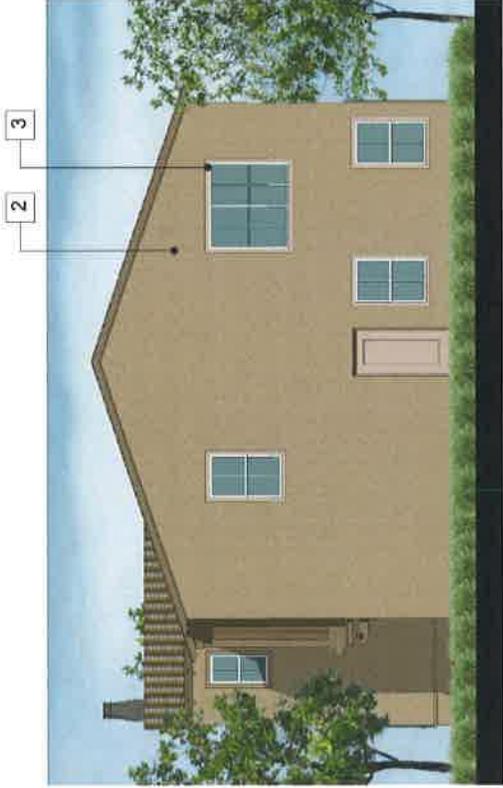
PLACENTIA, CA
ESP # 3054240

11.11.2013

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Irvine, CA 92614
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Front Elevation



Left Elevation



Rear Elevation



Right Elevation

Material List

- 1. Roof Tile
- 2. Stucco
- 3. Trim
- 4. Entry Door
- 5. Metal Railing / Pot Shelf
- 6. Metal Sectional Garage Doors
- 7. Awning Detail
- 8. Wood Shutters

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ELEVATIONS: PLAN 2 STYLE B

PLACENTIA, CA
 08/13/2011

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Front Elevation



Left Elevation



Rear Elevation



Right Elevation

Material List

1. Roof Tile
2. Stucco
3. Trim
4. Entry Door
5. Metal Railing / Pot Shelf
6. Metal Sectional Garage Doors
7. Awning Detail
8. Wood Shutters

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ELEVATIONS: PLAN 2 STYLE B ENHANCED

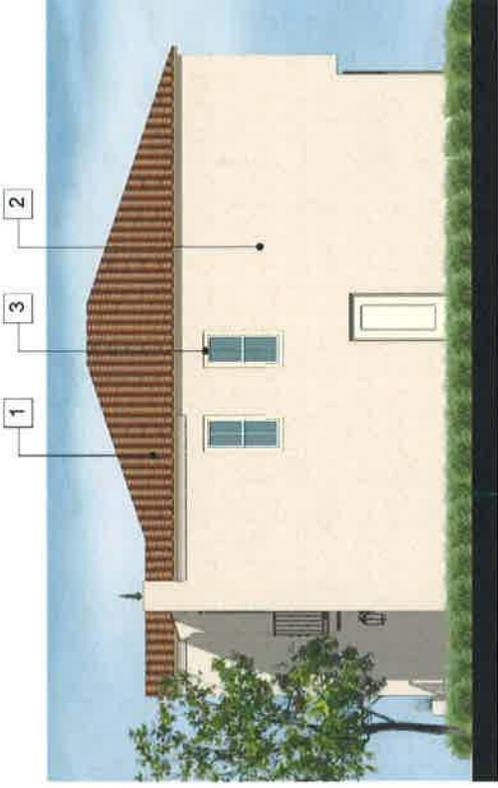
PLACENTIA, CA
 08.18.2011

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Front Elevation



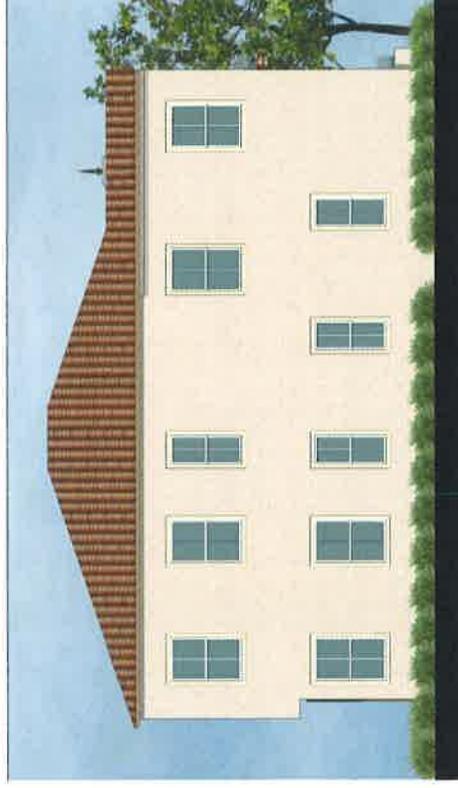
Left Elevation

Material List

- 1. Roof Tile
- 2. Stucco
- 3. Trim
- 4. Entry Door
- 5. Metal Railing
- 6. Metal Sectional Garage Doors
- 7. Awning Detail



Rear Elevation



Right Elevation

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13821 Newport Ave. #120
Tustin, CA 92780

ELEVATIONS: PLAN 3 STYLE A

PLACENTIA, CA
05/07/2011

11.11.2011

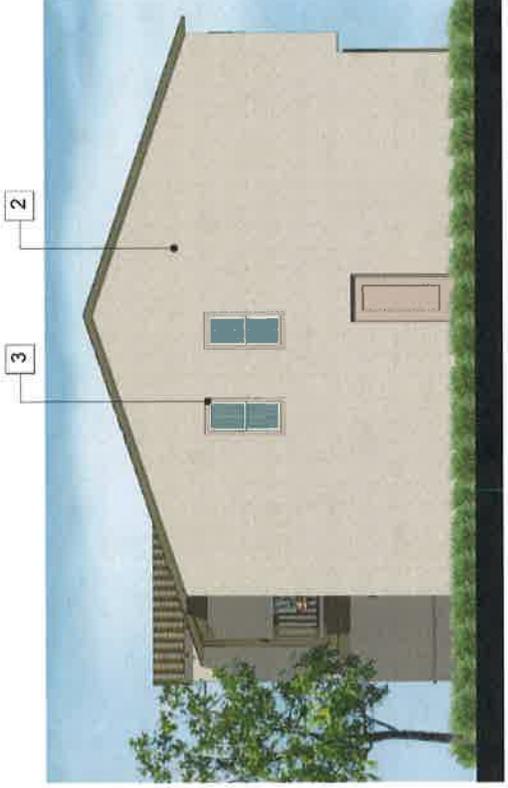
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A2.6



Front Elevation



Left Elevation



Rear Elevation



Right Elevation

Material List

1. Roof Tile
2. Stucco
3. Trim
4. Entry Door
5. Metal Railing/ Pot Shelf
6. Metal Sectional Garage Doors
7. Awning Detail
8. Wood Railing

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HOT Homes
 13821 Newport Ave. #120
 Tustin, CA 92780

ELEVATIONS: PLAN 3 STYLE B

PLACENTIA, CA
 005 # 2014-011
 011.0300



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Architecture+Planning
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 Irvine, CA 92614
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Front Elevation



Left Elevation

Material List

- 1. Roof Tile
- 2. Stucco
- 3. Trim
- 4. Entry Door
- 5. Metal Railing/ Pot Shelf
- 6. Metal Sectional Garage Doors
- 7. Wood Shutters



Rear Elevation



Right Elevation

SCHANER RANCH

HOT Homes
13821 Newport Ave. #120
Tustin, CA 92780

ELEVATIONS: PLAN 4 STYLE A

PLACENTIA, CA
REV # 201401

11.13.2013



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A2.8



Front Elevation



Left Elevation



Rear Elevation



Right Elevation

Material List

1. Roof Tile
2. Stucco
3. Trim
4. Entry Door
5. Metal Railing/ Pot Shelf
6. Metal Sectional Garage Doors
7. Wood Railing

SCHANER RANCH

HQT Homes
13821 Newport Ave. #120
Tustin, CA 92780

ELEVATIONS: PLAN 4 STYLE B

PLACENTIA, CA
003.P.2019.011

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Front Elevation



Left Elevation



Rear Elevation



Right Elevation

Material List

1. Roof Tile
2. Stucco
3. Trim
4. Entry Door
5. Metal Railing
6. Metal Sectional Garage Doors
7. Wood Shutters

SCHANER RANCH

HQT Homes
 13521 Newport Ave. #120
 Tustin, CA 92780

ELEVATIONS: PLAN 4 STYLE C

PLACENTIA, CA
 DEF # 201970

00.004

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A2.10



Second Floor
1215 SQ. FT. Gross Area
1169 SQ. FT. Net Area



First Floor
868 SQ. FT. Gross Area
820 SQ. FT. Net Area

Plan 1
3 Bed, 2.5 Bath
2,084 SQ. FT. Gross Area
1,989 SQ. FT. Net Area

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HGT Homes
13821 Newport Ave. #120
Tustin, CA 92780

PLACENTIA, CA
BD # 2013-490

EL213014

UNIT PLANS - PLAN I

0 2 4 6
A5.0



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Second Floor
1240 SQ. FT. Gross Area
1194 SQ. FT. Net Area



First Floor
694 SQ. FT. Gross Area
846 SQ. FT. New Area

Plan 2
3 Bed+Loft, 3 Bath
2,134 SQ. FT. Gross Area
2,040 SQ. FT. Net Area

SCHANER RANCH

HOT Homes
13821 Newport Ave. #120
Tustin, CA 92780

UNIT PLANS - PLAN 2

PLACENTIA, CA
REV # 201600 03.01.2016

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35'-0"

35'-0"



44'-0"

45'-4"

First Floor
 893 SQ. FT. Gross Area
 847 SQ. FT. SQ. FT. Net Area

Second Floor
 1376 SQ. FT. Gross Area
 1328 SQ. FT. Net Area

Plan 3
 4 Bed+Loft, 3 Bath
 2,269 SQ. FT. Gross Area
 2,175 SQ. FT. Net Area



A5.2

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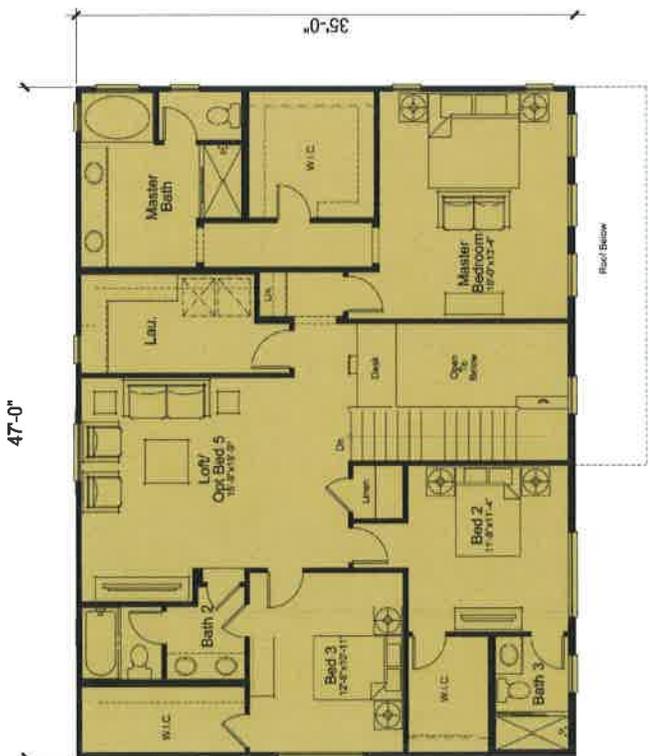
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PLACENTIA, CA
 107 # 203A20

ELR314

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Second Floor
1511 SQ. FT. Gross Area
1450 SQ. FT. Net Area



First Floor
1275 SQ. FT. Gross Area
1222 SQ. FT. Net Area

Plan 4
4 Bed+Loft, 4.5 Bath
2,786 SQ. FT. Gross Area
2,672 SQ. FT. Net Area

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Tustin, CA 92780

PLACENTIA, CA
BD # 201900

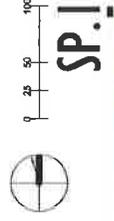
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UNIT PLANS - PLAN 4

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Key	
	Scheme 1
	Scheme 2
	Scheme 3
	Scheme 4
	Scheme 5
	Scheme 6



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SCHANER RANCH
SITE PLAN: COLOR SCHEME EXHIBIT

PLACENTIA, CA
 91768

HOT Homes
 13621 Newport Ave. #120
 Tustin, CA 92780

Project Name: Schaner
Project Location: Placentia, CA
Project Number: 2013-0743
Prepared By: KTG Group, Inc.
Date: 11/11/2013

Product	Manufacturer
Roof Tile	Eagle Roofing
Paint	Sherwin-Williams

<u>Scheme 1</u>	
	Product Name
Roof	SW 7566 (1/4 420)
Body 1	Capistrano Camino Real Santa Barbara
Trim 1	Westhighland White
Trim 2	Outerbanks
Accent 1	Chateau Brown
Accent 2	Rural Green
Garage 1	Sea Serpent
Metal 1	High Tea
	Sealskin

Window Trim
Fascia, Siding, Eave, Garage 2
Shutters
Door

Metal Railing

Project Name: Schaner
Project Location: Placentia, CA
Project Number: 2013-0743
Prepared By: KTG Group, Inc.
Date: 11/11/2013

Product	Manufacturer
Roof Tile	Eagle Roofing
Paint	Sherwin-Williams

<u>Scheme 2</u>	
	Product Name
Roof	SMC 8403
Body 1	SW 6350 (3/4 A 449)
Trim 1	SW 7519
Trim 2	SW 7034
Accent 1	SW 6132
Accent 2	SW 6209
Garage 1	SW 6103
Metal 1	SW 7675

Window Trim
Fascia, Siding, Eave, Garage 2
Shutters
Door

Metal Railing

Project Name: Schaner
Project Location: Placentia, CA
Project Number: 2013-0743
Prepared By: KTG Group, Inc.
Date: 11/11/2013

Product	Manufacturer
Roof Tile	Eagle Roofing
Paint	Sherwin-Williams

Scheme 3	
Product Number	Product Name
SMC 8403	Capistrano Camino Real Santa Barbara
SW 7688 (1 3/4 20)	Sundew
SW 7538	Tamarind
SW 7034	Status Bronze
SW 7585	Sundried Tomato
SW 6111	Coconut Husk
SW 6146	Umber
SW 7675	Sealskin

Window Trim
Fascia, Siding, Eave, Garage 2
Shutters
Door

Metal Railing

Project Name: Schaner
Project Location: Placentia, CA
Project Number: 2013-0743
Prepared By: KTG Group, Inc.
Date: 11/11/2013

Product	Manufacturer
Roof Tile	Eagle Roofing
Paint	Sherwin-Williams

<u>Scheme 4</u>	
Product Number	Product Name
SHC 8710	Capistrano American Heirloom Ladera Blend
SW 7548 (5/8 404)	Portico
SW 7522	Meadowlark
SW 6104	Kaffe
SW 6426	Basque Green
SW 7630	Raisin
SW 7523	Burnished Brandy
SW 7576	Sealskin

Window Trim
Fascia, Siding, Eave, Garage 2
Shutters
Door

Metal Railing

Project Name: Schaner
Project Location: Placentia, CA
Project Number: 2013-0743
Prepared By: KTG Group, Inc.
Date: 11/11/2013

Product	Manufacturer
Roof Tile	Eagle Roofing
Paint	Sherwin-Williams

<u>Scheme 5</u>	
Product Number	Product Name
SHC 8710	Capistrano American Heirloom Ladera Blend
SW 7518 (433)	Beach House
SW 7525	Tree Branch
SW 7041	Van Dyke Brown
SW 7577	Blackberry
SW 6348	Reynard
SW 6111	Coconut Husk
SW 7675	Sealskin

Window Trim
 Fascia, Siding, Eave, Garage 2
 Shutters
 Door
 Metal Railing

Project Name: Schaner
Project Location: Placentia, CA
Project Number: 2013-0743
Prepared By: KTG Group, Inc.
Date: 11/11/2013

Product	Manufacturer
Roof Tile	Eagle Roofing
Paint	Sherwin-Williams

<u>Scheme 6</u>	
Product Number	Product Name
SHC 8710	Capistrano American Heirloom Ladera Blend
SW 75 11 (1 1/4 437)	Bungalow Beige
SW 7513	Sanderling
SW 7510	Chateau Brown
SW 6467	Kensal Green
SW 7605	Gale Force
SW 6146	Umber
SW 7675	Sealskin

Window Trim
Fascia, Siding, Eave, Garage 2
Shutters
Door

Metal Railing

COLOR/MATERIAL BOARD

SCHEME I



TRIM 1



TRIM 2



GARAGE DOOR 1



STUCCO 1



ACCENT 1



ACCENT 2



METAL RAIL

HQT HOMES
13821 NEWPORT AVE. #120
TUSTIN, CA 92780

ROOF TILE

SCHANER RANCH
PLACENTIA, CALIFORNIA

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Irvine, CA 92614
949.851.2133
ktgy.com



COLOR/MATERIAL BOARD

SCHEME 2



STUCCO I



ROOF TILE



TRIM I



TRIM 2



GARAGE DOOR I



ACCENT I



ACCENT 2



METAL RAIL

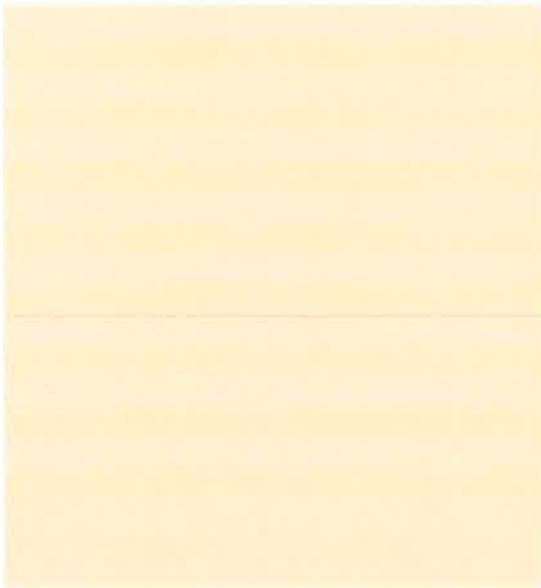
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PLACENTIA, CALIFORNIA

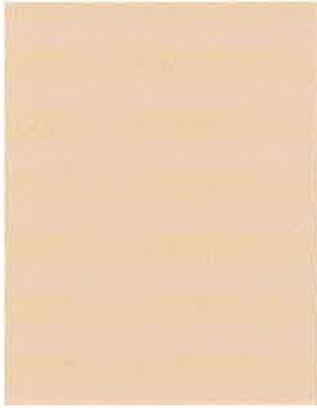
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COLOR/MATERIAL BOARD
SCHEME 3



STUCCO 1



TRIM 1



TRIM 2



GARAGE DOOR 1



ROOF TILE



ACCENT 1



ACCENT 2



METAL RAIL

HQT HOMES
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TUSTIN, CA 92780

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PLACENTIA, CALIFORNIA

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COLOR/MATERIAL BOARD

SCHEME 4



STUCCO 1



TRIM 1



TRIM 2



GARAGE DOOR 1



ROOF TILE



ACCENT 1



ACCENT 2



METAL RAIL

HQT HOMES
13821 NEWPORT AVE. #120
TUSTIN, CA 92780

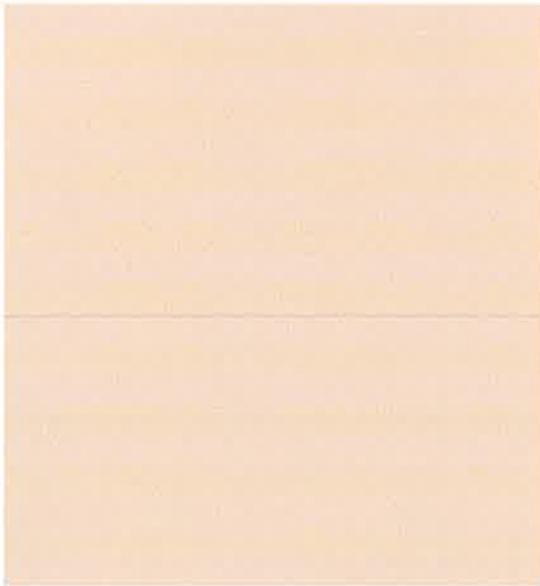
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Irvine, CA 92614
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COLOR/MATERIAL BOARD

SCHEME 5



STUCCO 1



TRIM 1



TRIM 2



GARAGE DOOR 1



ROOF TILE



ACCENT 1



ACCENT 2



METAL RAIL

HQT HOMES
13821 NEWPORT AVE. #120
TUSTIN, CA 92780

SCHANER RANCH
PLACENTIA, CALIFORNIA

Architecture+Planning
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Irvine, CA 92614
949.851.2133
ktgy.com



COLOR/MATERIAL BOARD

SCHEME 6



STUCCO 1



TRIM 1



TRIM 2



GARAGE DOOR 1



ROOF TILE



ACCENT 1



ACCENT 2



METAL RAIL

HQT HOMES

13821 NEWPORT AVE. #120

TUSTIN, CA 92780

SCHANER RANCH
PLACENTIA, CALIFORNIA

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Irvine, CA 92614

949.851.2133

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EXHIBIT "C"

Conditions of Approval and Standard Development Requirements

SPECIAL CONDITIONS

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

ALL OF THE FOLLOWING CONDITIONS OF APPROVAL SHALL BE FULLY COMPLIED WITH PRIOR TO THE FINAL INSPECTION FOR USE AND OCCUPANCY OF THE PREMISES.

CITY PLANNING DIVISION:

1. The approval of Vesting Tentative Tract Map No. 17145 allows for the construction as described within Development Agreement No. 2013-01 related to 1128 Kraemer Boulevard.
2. Approval of Vesting Tentative Tract Map No. 17145 shall not be construed to mean any waiver of applicable and appropriate zoning regulations, or any Federal, State, County, and City of Placentia Municipal Code.
3. Failure to abide by and faithfully comply with any and all conditions attached to this action shall constitute grounds for revocation or amendment of said action by the City of Placentia Planning Commission.
4. Vesting Tentative Tract Map No. 17145 shall expire two (2) years from the date of final approval, if not implemented. Extensions may be considered pursuant to Section 22.74.080 of the Municipal Code.
5. The applicant shall, as a condition of project approval, at its sole expense, defend, indemnify and hold harmless the City, its officers, employees, agents and consultants from any claim, action, proceeding, liability or judgment against the City, its officers, employees, agents and/or consultants, which action seeks to set aside, void, annul or otherwise challenge any approval by the City Council, Planning Commission, or other City decision-making body or City staff action concerning applicant's project. The applicant shall pay the City's defense costs, including attorney fees and all other litigation-related expenses, and shall reimburse the City for any and all court costs, which the City may be required to pay as a result of such defense. The applicant shall further pay any adverse financial award which may issue against the City including but not limited to any award of attorney fees to a party challenging such project approval. The City

shall retain the right to select its counsel of choice in any action referred to herein. The City agrees to promptly notify the applicant of any such claim filed against the City and to fully cooperate in the defense of any such action.

6. The Director of Development Services (the "Director") is authorized to approve minor modifications to the approved preliminary plans or any conditions **if required by the final engineering or other circumstances not foreseen at the time of project approval and such modifications will achieve substantially the same results as would strict compliance with said plans and conditions. No change authorized under this Special Condition may cause any of the following:**
 - a. A change in the use or character of the development;
 - b. An increase in the overall density of the development;
 - c. A reduction or change in character of approved open space;
 - d. A reduction of required parking;
 - e. A detrimental alteration to the pedestrian, vehicular and bicycle circulation and utility networks;
 - f. A reduction in required street pavement widths;
 - g. A decrease in building setback.

Specifically, any minor modifications by the Director to the proposed Plan 4 residential units to be developed on Lots 27 through 41, inclusive, of Vesting Tentative Tract Map 17145 shall require that the square footage of any redesigned residential units on Lots 27 through 41, inclusive, shall be equal to or greater than the square footage of the proposed Plan 4 as shown on Development Agreement No. 2013-01. In addition, any redesigned residential units on Lots 27 through 41, inclusive, shall have only one (1) second story rear bedroom window, exclusive of any secondary bathroom windows, laundry room windows and/or upper stationary windows (designed to provide ambient light to dwelling space). Developer agrees not to develop Plans 1, 2 or 3 as shown on Development Agreement No. 2013-01 on Lots 27 through 41, inclusive.

7. The approved architecture style, finished material, and colors shall be Monterey - Spanish, as noted in the approved plans. Changes to the facades and/or colors shall be subject to the review and approval of the Director.
8. The units shall consist of the sizes and type as set forth on the approved plans.
9. Prior to the submittal of working drawings, five (5) site plans shall be submitted for the review and certification of the Director of Development Services and shall include the following information:
 - a. All Special Conditions of Approval and Standard Development Requirements of Vesting Tentative Tract Map No. 17145.

- b. Include any project revisions on the site plan. Additionally, include separate sheets with approved Special Conditions of Approval, Standard Development Requirements.
 - c. Typical cross section views and details through the property and across each property line as directed by the Director of Development Services.
 - d. Full site plan notes, details and dimensions.
 - e. Location of transformers, meters and other aboveground appurtenances, if available at the time of submittal.
10. Prior to the issuance of any building permits, submit the following for the approval of the Director of Development Services:
- a. Postmaster approval of the location and design of the mailboxes, if applicable.
 - b. Samples of all colors, textures and materials.
 - c. A detailed site plan showing the location where building related-equipment, facilities and materials will be stored during construction.
 - d. A detailed timeline outlining the course of grading/construction work that will take place on the property.
11. Prior to the issuance of building permits, the developer shall submit for City approval a construction staging plan that indicates how safe vehicular and pedestrian access to the site will be maintained for the duration of the construction period. The construction staging plan may include measures such as, but not limited to the following:
- a. A telephone number and a name of a contact person for registering complaints or comments shall be posted in a clearly visible manner along the perimeter of the site.
 - b. A flag person shall be employed to direct traffic when construction vehicles access the project site and the construction staging area.
 - c. Alternate pedestrian routes to the site shall be clearly delineated with safe access to and from the site.
 - d. If any sidewalk is blocked during construction, alternate routes for pedestrians and bicycles shall be clearly marked with signs approved by the City.

- e. All access points shall be clearly marked during construction, and if an access point is blocked during construction, a detour sign to an alternate access point shall be clearly posted.
12. Prior to the issuance of the first Certificate of Occupancy, the developer shall have completed the following:
 - a. Approval by the Director of Development Services of an exterior lighting plan showing location, type and design of fixtures and areas of illumination (photometric). Lighting shall neither negatively impact adjacent properties nor the public right-of-way.
 - b. Approval by the Director of Development Services of landscape and irrigation plans.
 13. All roof mounted equipment and appurtenances shall be screened as an integral part of the architectural design, subject to the review and approval of the Director of Development Services and the Chief Building Official.
 14. Roofing materials shall comply with the City's Roofing Policy on file with the City Building Division.
 15. Applicant/builder shall comply with all applicable Water Quality Management Plan (WQMP) requirements and Best Management Practices (BMPs) to control pollutant run-off from the subject site during construction as required and as may be referenced by the Mitigation Measures identified in the Mitigated Negative n Declaration for the project. Applicant to provide plan to be approved by the Public Works Department.

Prior to Certificate of Occupancy of the buildings:

- a. All Special Conditions of Approval and Standard Development Requirements shall have been completed and final inspections approved.
 - b. Landscape and irrigation plans shall be approved and on file with the City Building Division and all landscape materials established and irrigation system properly functioning.
16. Project landscape and irrigation plans shall comply with the provisions of Chapter 23.77, Xeriscape of the Placentia Municipal Code.
 17. During grading and construction, site shall be regularly sprinkled with water to minimize fugitive dust emissions. Also, compliance shall be required with the permitted working hours as specified in § 23.81.170, Grading, construction and maintenance of real property of the Placentia Municipal Code. Signs shall be

posted at all construction entrances to the project site indicating the permitted working days and hours.

18. Applicant shall comply with the City's Noise Control Ordinance, Chapter 23.76 of the Placentia Municipal Code.
19. Applicant/builder is responsible, at its sole cost and expense, to cause all project related cable, telephone, electrical, and other utility services serving the property to be placed underground within the subject site. Prior to the issuance of Certificate of Occupancy, Applicant/builder shall submit a separate utility plan for each such utility service. The utility plan shall indicate the precise location of where all cable, telephone, electrical, and other utility services serving the property will be placed underground within the subject site, as well as the points of connection at the proposed building or buildings on the site and the public right-of-way. Prior to the submittal of the utility plans to the City, the plans shall be reviewed and approved by the utility companies. Evidence of approvals shall be in the form of a signed and dated approval stamp and/or approval letter. Applicant/builder shall provide the City with "as built" plans showing the precise locations where all cable, telephone, electrical, and other utility services serving the property were placed underground within the subject site, as well as the points of connection at the building or buildings on the site and the public right-of-way.
20. Applicant/Builder shall establish a rodent abatement program prior to the commencement of any work on site including grading and demolition of existing structures on the property, or before any other on or off-site work. A detailed description of how this program will work shall be submitted to the City Planning Division for approval prior to obtaining any permits to do work on site-.
21. Prior to the issuance of Certificate of Occupancy ("C of O"), all Special Conditions of Approval and Standard Development Requirements shall have been completed and final inspections approved.
22. The applicant/property owner shall be responsible for maintaining the property, including the landscaped areas, walkways, and all paved surfaces, free from graffiti, debris and litter at all times. Graffiti shall be removed by the applicant/property owner within 48 hours of defacement and/or upon notification by the City.
23. Applicant shall provide sufficient written notice to adjacent property owners as to the grading and construction schedule of the proposed development of 78 units. Notice shall include a telephone number and a name of a contact person for registering complaints or comments

24. Once grading has commenced, litter shall be regularly removed from the premises, including adjacent public sidewalks, and from all areas under the control of the applicant.

25. The Developer shall install a wall along the eastern and southern perimeter of the Project. Eighteen (18) single family homes abut the Project along these two Project edges. Developer shall, at Developer's sole cost, demolish the freestanding, non-retaining fence of each of the 18 abutting properties and shall repair any damage caused by the demolition and subsequent wall construction to the owner's hardscape or landscaping. The height of the required wall shall be as measured from the Project side and shall be determined as follows:
 - a. For 301 Fairway Lane: Developer shall install a wall between six feet and eight feet in height, as determined by the property owner of 301 Fairway Lane.
 - b. For 307, 313, 319 and 325 Fairway Lane: Developer shall install an eight (8) foot wall. The wall height shall be lowered if the City receives notification in writing from three (3) of the property owners that they agree to a wall height lower than eight (8) feet. In no event, however, shall the wall height be less than six (6) feet.
 - c. For 330 Pinehurst Ave and 1101, 1107, 1113, 1119, 1125, 1131, 1201, 1207, 1213, 1219, 1225, and 1231 Cypress Point Drive: Developer shall install an eight (8) foot wall. The wall height shall be lowered if the City receives notification in writing from seven (7) of the property owners that they agree to a wall height lower than eight (8) feet. In no event, however, shall the wall height be less than six (6) feet.

26. Prior to the issuance of a C of O, the applicant shall record CC&R's on the property to govern the maintenance, repair and improvement of all common areas. The CC&R's shall address, but not be limited to, the landscaping, all utilities, exterior lighting, internal streets and parking, appropriate use of garage for parking, driveways, and walkways. Prior to recording of the CC&R's, the applicant shall submit the CC&R's to the City Attorney for review and approval. The draft CC&R's submitted for review by the City Attorney shall be marked with appropriate legend to indicate which portion thereof is responsive to conditions of approval. A copy of the recorded CC&R's shall be provided to the Director to be included with the project file.

Specifically, the CC&R's shall include a provision whereas the first two vehicles of each residence shall be required to park within the garage. Only after the first two vehicles are parked within the garage, may the resident park the next two vehicles within the driveway. In the event the resident has one or no vehicle(s), the second garage space or entire garage respectively may be used for other purposes.

27. The Mitigation Measures established in the Mitigated Negative Declaration for the project and full implementation of the Mitigation Monitoring and Reporting Program is made a condition of the project by this reference.

CITY BUILDING DIVISION:

28. All building structures plans shall be designed and prepared by a licensed California architect or engineer.
29. Grading plans shall be prepared by a registered, licensed California civil engineer and shall be approved by the City Engineering Division prior to the issuance of any building permits.
30. All construction shall comply with the 2012 Uniform Building Code (CBC 2012), Uniform Plumbing/Mechanical (CPC 2012), National Electrical Code (CEC 2012), License Ordinance (Sub-contractor list), State of California Energy Conservation Standards, Flood Plain Management Regulations.
31. All residential units shall be equipped with auto-sprinkler system throughout.
32. Site Plan shall be in compliance with Title 24 access regulations.
33. Obtain Approvals from Orange County Fire Authority for final site plan fire hydrant locations (as necessary) as well as auto-sprinkler systems.
34. Underground and overhead electrical issues, along with Landscape and Lighting District issues, shall be resolved with Public Works-Engineering Division prior to final submittal of the working drawings.
35. All contractors and subcontractors shall obtain a City business license.

CITY ENGINEERING DIVISION:

36. TTM 17145 shall comply with provisions of Title 22 of the Placentia Municipal Code and the latest edition of the State Subdivision Map Act. County Surveyor to review and approval exterior boundary.
37. Project entry street shall be minimum 18 feet wide with parking prohibition on each side, narrowing down to 13 feet at the vehicular gates and offset 9 feet south of the centerline with Newcastle Drive. Access between Kraemer and the project is limited to right turn north bound and left turn south bound Kraemer and lane configuration shall be to City Traffic Engineer satisfaction.
38. Applicant shall pay all applicable impact fees, plan check, and inspection charges prior to building permit issuance.

39. Storm drain culvert shall convey 10 year storm event. Onsite facilities shall be provided to offset 10 year post development impact.
40. A Utility Plan shall be provided prior to approval of final grading plan.
41. Applicant shall provide a Landscape Plan using City approved landscaping for Kraemer Blvd.
42. Applicant shall widen and improve Kraemer Bl. to comply with Orange County/City of Placentia divided arterial road standard along project frontage, which includes the construction of a new sidewalk, curb, and gutter from the southern end of the site to the area just north of Angelina Drive to satisfaction of the City Engineer.
43. Right of Way dedications and abandonment of Angelina Drive shall be completed for street and utility purposes along with the filing of the final map. Easements for utilities and access across private streets and the park to be filed with final map.
44. Any conflicting pipelines shall be removed or relocated prior to final grading approval.
45. TTM 17145 shall be annexed into the City Street Lighting and Landscape Maintenance Districts prior to issuance of occupancy permit.
- 46.
47. Applicant to submit a final hydrology study for the subdivision to the satisfaction of the City Engineer.
48. Street and striping plans shall be prepared to the satisfaction of the City Engineer.
49. A soils report and grading plan shall be prepared by a state registered engineer. Graded pad certifications for compaction, line, and grade shall be submitted prior to the issuance of building permits.
50. All utilities shall be placed underground.
51. Vehicular access from Kraemer Blvd. shall be limited to one location as shown on TTM 17145.
52. Improvement plans shall be prepared by a state registered engineer to the satisfaction of the City Engineer.
53. Survey monuments shall be set in accordance with the Subdivision Map Act.

54. Security to guarantee performance and labor and materials shall be posted in amounts prescribed by the Subdivision Map Act.
55. A final water quality annual report shall be filed and posted with the state. A Notice of Termination shall be filed for the project.
56. Access to Kraemer Boulevard from Newcastle Drive shall be limited to right turns out and the lane configuration shall be to City Traffic Engineer's satisfaction. Applicant shall design and install a raised median on Kraemer Boulevard to the satisfaction of the City Engineer. Such median shall be mountable by emergency vehicles.
57. The wall design at the entry of the project along Kraemer Boulevard shall provide adequate sight distance (line-of-site) for motorists exiting from the project onto Kraemer Boulevard to the satisfaction of the City Engineer.
58. The applicant shall process and record offsite Southern California Edison and Golden State Water District easements to the satisfaction of the City Engineer prior to issuance of building permits. No easements along Kraemer Boulevard shall be granted to any agency or utility prior to City Dedication and acceptance of Kraemer Boulevard right-of-way dedication.
59. An encroachment permit for work in public right of way is required and all applicable best management practices and procedures for storm water protection (NPDES and MS4) shall be employed.
60. Block perimeter walls and landscape irrigation systems require separate permit. The block wall along the west side of the property shall be no less than six (6) feet in height as measured from the high side.
61. Right of Way dedication for Kraemer Boulevard shall be completed for street and utility purposes along with the filing of the final map. Easements for utilities and access across private streets to be filed with final map.

CITY POLICE DEPARTMENT:

62. Developer/Applicant shall comply with Placentia Police Department standard development requirements for security, as follows.

**POLICE DEPARTMENT
STANDARD DEVELOPMENT REQUIREMENTS RESIDENTIAL**

The following standards shall be required for all residential developments. No modifications shall be made without the approval of the Police Chief.

1. Each of the 5 streets shall be given a specific street name so as not to hinder emergency response.
2. The Applicant shall provide a park plan showing the uses as the location and types of uses to determine if there are critical to public safety issues.
3. The Applicant shall comply with Emergency Access Requirements.
 - (1) Provide a Knox keyswitch in the visitor call box keyed to OCFA and Placentia Police Department (police is submastered key to OCFA).
 - (2) Provide a Click2Enter radio access control system, programmed to both OCFA and Placentia Police Department, at the vehicle entry gate.
 - (3) Provide a Knox Box at the pedestrian entry gate if the gate utilizes a mechanical key to operate. If the gate is operated by an access control system, provide a Knox keyswitch and program this gate to the Click2Enter device.
 - (4) Prior to the issuance of building permits, submit to the Police Department an Emergency Access Plan showing compliance with the requirements for a Knox System and Click2Enter System.
 - (5) Prior to the Certificate of Occupancy, an inspection shall be conducted by the Police Department to verify all emergency access control systems are installed properly and are operational.

4. Home Security Requirements

- (1) House numbers shall be a minimum of 4 inches in height and lighted using a backlit box fixture.
- (2) Side yard gates shall be provided with a latch capable of accepting a padlock.
- (3) All garage doors shall have a light on the exterior.
- (4) All exterior doors and the door between the garage and house shall be 1 3/4 solid core construction.
- (5) All front doors shall have a doorview with at least a 180 degree viewing angle.
- (6) All openable windows and sliding glass doors shall meet the testing requirements of the California Model Building Security Ordinance.

RESIDENTIAL SECURITY

Other Doors

Except for vehicular access doors, all exterior swinging doors of any residential building and attached garage, including the door leading from the garage area into the dwelling unit, shall be equipped as follows:

Metal doors of hollow construction shall be of a minimum 16 gauge steel with reinforcement to maintain the design thickness of the door when any locking device is installed. Metal jambs shall be used.

Door stops on wooden jambs for in-swinging doors shall be of one piece construction with the jamb.

A single or double door shall be equipped with a double or single cylinder deadbolt lock. The bolt shall have a minimum projection of one (1) inch and be constructed so as to repel cutting tool attack. The deadbolt shall have an embedment of at least three-fourths (3/4) inch into the strike receiving the projected bolt. The cylinder shall have a hardened, rotating steel cylinder guard, a minimum of five pin tumblers, and shall be connected to the inner portion of the lock by connecting screws of at least one-fourth (1/4) inch in diameter. A dual locking mechanism constructed so that both deadbolt and latch can be retracted by a single action of the inside door knob, or lever, may be substituted provided it meets all other specifications for locking devices.

The inactive leaf of double door(s) shall be equipped with metal flush bolts having a minimum embedment of five-eighths (5/8) inch into the head and threshold of the door frame.

Glazing in exterior doors or within forty (40) inches of any locking mechanism shall be of fully tempered glass or rated burglary resistant glazing, except when double cylinder deadbolt locks are installed.

The strike plate for deadbolts on all wood framed doors shall be constructed of minimum sixteen (16) U.S. gauge steel, bronze, or brass and secured to the jamb by minimum of two screws, which must penetrate at least two (2) inches into solid backing beyond the surface to which the strike is attached.

Hinges for out-swinging doors shall be equipped with non-removable hinge pins or a mechanical interlock to preclude removal of the door from the exterior from the exterior by removing the hinge pins. Except where clear vision panels are installed, all front exterior doors shall be equipped with a wide angle one hundred-eighty degree (180°) door viewer.

Upon occupancy by the owner or proprietor, each single unit in tract or multi-unit development, constructed under the same general plan, shall have locks using combinations which are interchange free from locks used in all other separate dwellings, proprietorships or similar distinct occupancies.

Lighting

If applicable, aisles, passageways, and recesses related to and within the building complex shall be illuminated with an intensity of at least twenty-five one hundredths (.25) foot-candles at the ground level during the hours of darkness. Lighting devices shall be protected by weather and vandalism resistant covers.

If applicable, open parking lots are to be lighted during hours of darkness with a minimum of one (1) footcandle of light on the parking surface during the hours of darkness. Tree and lights are to be coordinated and not located in the same spot. Provide a photometric plan with landscape plan showing compliance. Lighting devices shall be protected by weather and vandalism resistant covers.

Ladders

If applicable, ladders leading to the roof shall do so from the interior of the building.

Other

CC&R's to require Homeowners' Association to petition City Council for resolution enabling enforcement of traffic regulations on private streets by police (Section 211 07.7 State of California Vehicle Code).

ORANGE COUNTY FIRE AUTHORITY:

63. Developer/Applicant shall comply with all site development requirements specified by the Orange County Fire Authority (OCFA) and provide City with applicable proof of OCFA necessary approvals, as shown below.

Orange County Fire Authority (OCFA) Special Conditions of Approval

Prior to the issuance of building permits

Fire Master Plan (service code PR145)- This plan will demonstrate all turning radii, street widths, fire hydrant locations, etc.

Methane Investigation/Mitigation (services codes PR170-PR176)- It will need to be determined if the proposed project is located in an "administrative boundary." These areas are determined by the Department of Old, Gas & Geothermal Resources (D.O.G.G.R.) as areas that may have methane present in the soil. If the property is in an administrative boundary, soil testing will be required. Depending on the results of the testing, methane mitigation may be required.

Fire Sprinkler System (service codes (PR400-PR465)

RESIDENTIAL AND INDUSTRIAL / COMMERCIAL STANDARD DEVELOPMENT REQUIREMENTS

TTM 17145

THE FOLLOWING SHALL APPLY IF CHECKED

BUILDING DIVISION

Compliance required with the latest

- 2012 California Building Code
- 2012 California Plumbing and Mechanical Code
- 2012 California Electrical Code
- License Ordinance (Sub-Contractor List)
- Flood Plain Management Regulations
- State of California Energy Conservation Standards
- Handicap Requirements

ENGINEERING DIVISION

STREETS

Dedications

- Street Rights-of-Way
- Vehicular access rights to arterial highways

Improvements

- Grading, paving, curb and gutter, sidewalks, medians on arterial highways, storm drains

Miscellaneous

- Installation of survey monuments
- Street Naming Committee to approve all street names
- Treewells, planters, storm drains, sewer lines
- No easements to be granted to any agency or individual prior to issuance of building permits except to the City of Placentia
- Sidewalk / Utility
- Vehicle Access (emergency)
- Project address shall be provided prior to issuance of any City building permits

UTILITIES

Undergrounding

- Existing overhead facilities
- Proposed utilities
- Pipelines**
- Relocation or removal of existing pipelines
- Provide**
- Sewer mains and laterals
- Approved conduit for cable television
- Cobra street lights
- Services**
- Water service by City approved agency
- Sewer service by City approved agency
- Annexation to Placentia Street Lighting District

MEDIANS

- Arterial Highway Medians** (where required)
- Construct one-half of median, including landscaping or pay for one-half cost of construction and installation

MAINTENANCE DIVISION

- Provide**
- Landscaping per conceptual landscape plans as attached to the Development Agreement.
- Species per conceptual landscape plans as attached to the Development Agreement.
- Sprinkler system
- Sprinkler Controller (type and number of stations)

PLANNING DIVISION

- Expiration**
Expires two (2) years from the date of approval unless used or an extension is requested and approved
- Garage**
Electric garage door openers required where driveways are less than twenty (20) feet in length
- Roof-Mounted Equipment or Appurtenances**
Completely screened from public view
- Mailboxes**
Approved by the Postmaster
- Sales Office**

- Copies of the current Placentia Zoning and General Plan Land Use maps displayed at all times

O.C. SANITATION DISTRICT

- Permit***
- Required of industrial and commercial users for discharge of waste water directly or indirectly to the District's sewerage facilities

O.C. FIRE PROTECTION AUTHORITY

HYDRANT

- Provide the following hydrants:
- | Number | Size | Capacity |
|--------|------|----------|
|--------|------|----------|
- All hydrants, valves, and mains installed and operable prior to construction with combustible materials

MISCELLANEOUS

- Parking***
- Permitted only in approved spaces for private drives. Signs provided noting prohibition of parking in unauthorized areas
- Trash Storage Areas***
- Approved one (1) hour fire separation or sprinklers for those connected to or immediately adjacent to any structure
- Fire Alarm System***
- Local alarm and evacuation system installed and maintained
- Decorative Grills or Bars***
- Provided with breakaway devices

PERMITS

- Permits necessary for the following prior to installation and / or use***
1. Underground storage tanks for flammable liquids
2. Flammable liquids dispensing equipment
3. Operation using flammable or toxic liquids
4. Storage of more than six (6) gallons of Class I or Class II flammable liquids

FEES - CHARGES - DEPOSITS

Fees, charges, and deposits shall be paid prior to issuance of grading and / or building permits.

BUILDING

- County sewer
- Building permit and plan check
- Recreation / park in-lieu
- Curb identification
- General and sub-contractor's business license fees

ENGINEERING

Fees and Charges

- Storm drain acreage
- Sewer acreage
- Engineering plan check and inspection
- Final subdivision map check
- Street name and traffic control sign
- Arterial street soil test
- Thoroughfare acreage
- Cobra street lights purchased directly from Edison
- Arterial highway median construction
- Arterial highway median landscaping
- Traffic Impact

Deposit

- Street tree maintenance
- Pre-acceptance street cleaning
- Street light advance maintenance and energy paid directly to Edison
- Grading Bond

PLANNING

- Landscape plan check

PLANS

ENGINEERING

Submit five (5) copies of the following to the City Engineer prior to issuance of building permits

- Grading plan and Drainage Plan
- Street improvement plan
- Sewer plan

- Storm drain plan
 - Preliminary composite utility / plot plan
 - Tract map
 - Parcel map
 - Landscape plan for sight distance clearance
- Provide**
- City Engineer with "as-built" construction plans for the above items

MAINTENANCE

Approval by the Maintenance Division of the following prior to the issuance of building permits

- Landscape Plans

Provide Maintenance Division Superintendent with "as-built" originals of irrigation systems for

- Street trees
- Planters
- Landscaped medians
- Sprinkler Controller (type and number of stations)

PLANNING DIVISION

Applicable to all development or significant redevelopment greater than 5,000 square feet:

- Prior to issuance of building permits, submit a Water Quality Management Plan (WQMP) specifically identifying Best Management Practices (BMPs) that shall be used on site to control predictable pollutant run-off.
- Prior to recordation of a map for subdivision of land and if determined applicable by City / EMA official(s), submit a WQMP that identifies the application and incorporation of those routine structural and non-structural BMPs outlined in the countrywide NPDES Drainage Area Management Plan Appendix detailing implementation of BMPs not dependent on specific land uses for approval of the City and EMA official(s)
- Prior to issuance of grading or grubbing and clearing or surface mining or paving permits, obtain coverage under the NPDES Statewide Industrial Storm water Permit for General Construction Activities from the State Water Resources Control Board. Evidence that this has been obtained shall be submitted to City / EMA official(s)

C.C. & R.'s

Provide

- Planning Division with three (3) copies of C.C. & R.'s prior to approval of the final map

Record

- C.C. & R.'s prior to or simultaneously with the recordation of the final tract or parcel map

EXHIBIT "D"

PUBLIC IMPROVEMENTS

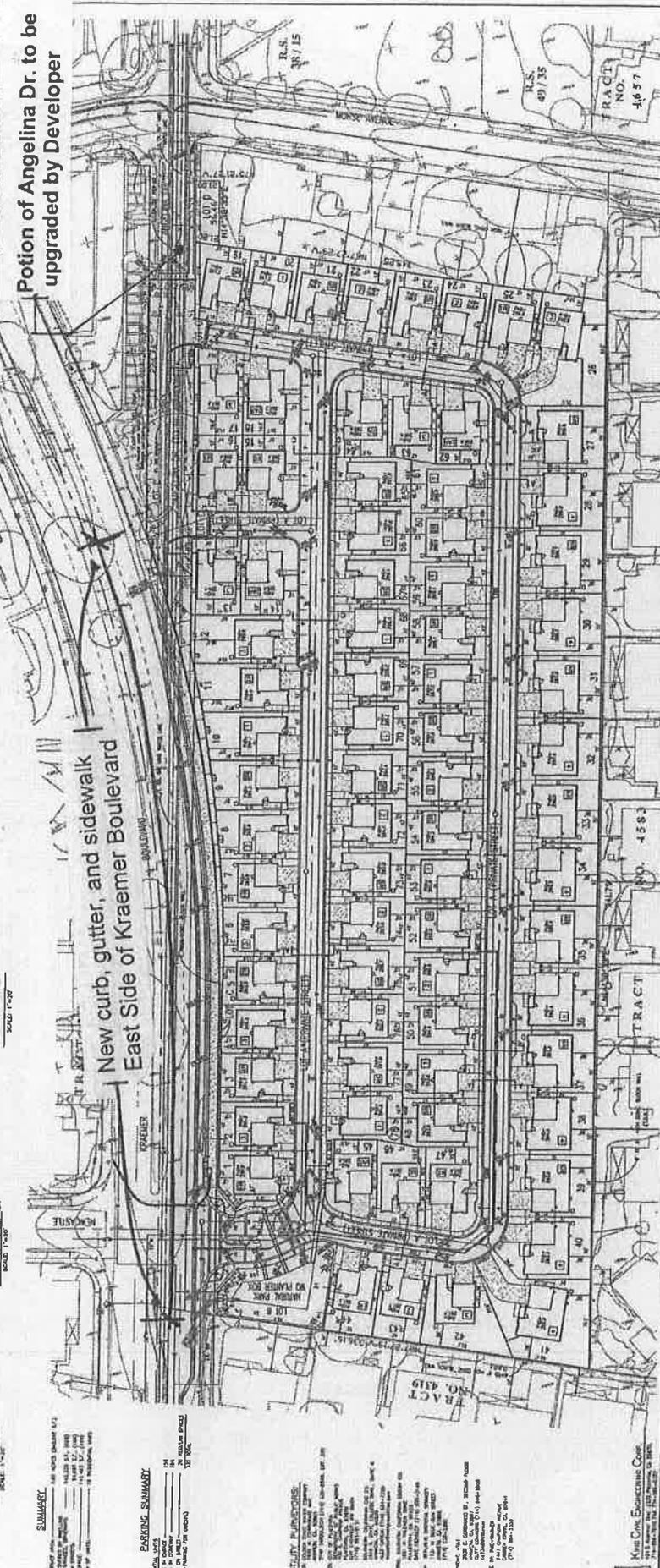
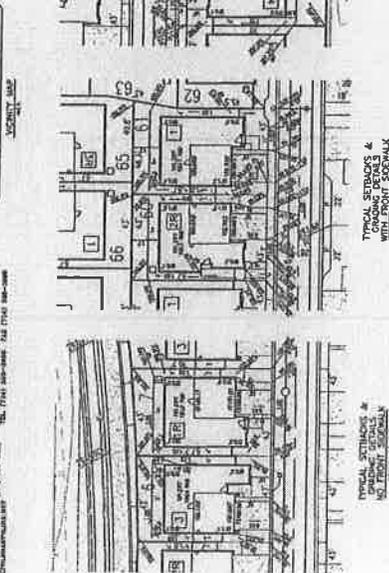
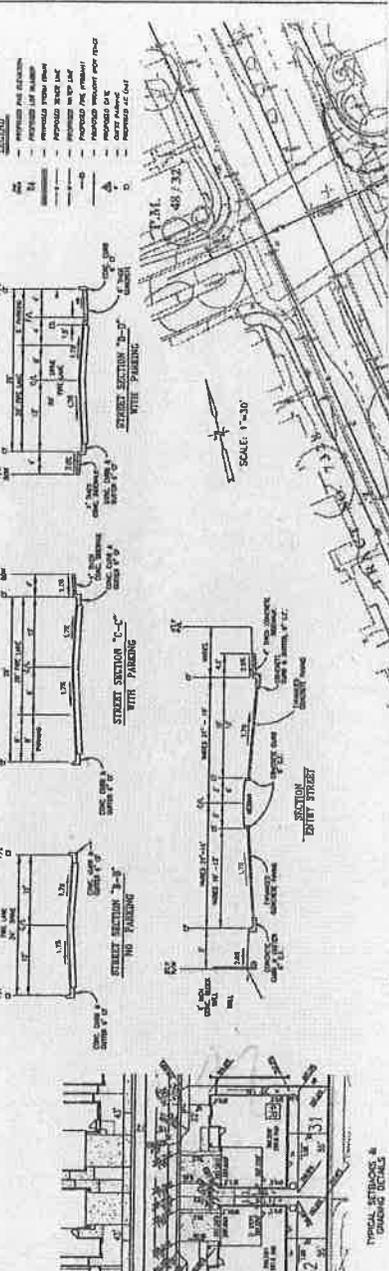
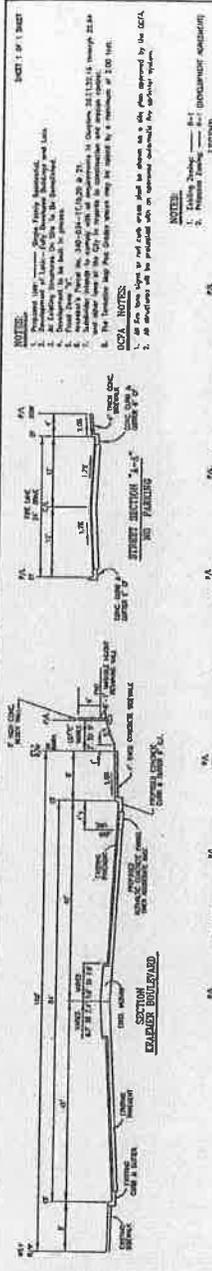
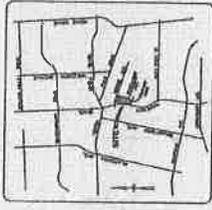
1. Developer shall widen and improve Kraemer Boulevard to comply with Orange County/City of Placentia divided arterial road standard along the project frontage to the satisfactory of the City Engineer.
2. Developer shall construct a public sidewalk, curb, and gutter on the east side of Kraemer Boulevard as part of the street widening along the project frontage from the southern-most end of the project site to the area just north of Angelina Drive to the satisfactory of the City Engineer (See attached plan).
3. Developer shall construct a raised median (pork-chop) at the intersection of Kraemer Boulevard and Newcastle Drive that will prevent left turns out from the project driveway. The pork-chop will be designed and constructed to the satisfaction of the City Engineer/Traffic Engineer and shall be a raised median mountable by emergency vehicles (See attached plan).
4. Developer shall construct all the required median modifications along Kraemer Boulevard to accommodate the southbound left-turn pocket. The design and construction of the left-turn pockets shall be to the satisfaction of the City Engineer/traffic Engineer (See attached plan).
5. Developer shall construct curb, gutter and sidewalk on the east side of Angelina, north of the vacated street area to Morse. Developer shall finish the southern dead end of Angelina abutting the site with curb, gutter and landscaping.

VESTING TENTATIVE TRACT NO. 17145 SITE PLAN

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

BEING A SUBDIVISION OF TRACT NO. 17145 OF CALIFORNIA TRACT, AS SHOWN
ON A MAP RECORDED IN BOOK 18, PAGE 18, OF MISCELLANEOUS RECORDS OF
THE COUNTY OF ORANGE, CALIFORNIA, AND BEING MORE PARTICULARLY
DESCRIBED IN INSTRUMENT NO. 17145-1, RECORDED IN THE OFFICE OF COUNTY
CLERK, COUNTY OF ORANGE, CALIFORNIA.

17145-1 SITE ADDRESS: 17145 & 17146-17148
PREPARED BY: [Firm Name]
DATE: [Date]
SCALE: 1" = 20'



Potion of Angelina Dr. to be upgraded by Developer

New curb, gutter, and sidewalk
East Side of Kraemer Boulevard

NOTES:
1. All dimensions are in feet and inches.
2. All dimensions are to be maintained with an accuracy of ± 0.01 ft.
3. All dimensions are to be maintained with an accuracy of ± 0.01 ft.
4. All dimensions are to be maintained with an accuracy of ± 0.01 ft.
5. All dimensions are to be maintained with an accuracy of ± 0.01 ft.

LEGEND:
1. Proposed lot boundary
2. Proposed street boundary
3. Proposed parking boundary
4. Proposed setback boundary
5. Proposed easement boundary
6. Proposed utility boundary
7. Proposed right-of-way boundary
8. Proposed easement boundary
9. Proposed utility boundary
10. Proposed right-of-way boundary

UTILITY PLUMBINGS:
1. Water
2. Sewer
3. Gas
4. Electric
5. Telephone
6. Cable TV
7. Storm Drain
8. Fire Hydrant
9. Fire Alarm
10. Fire Sprinkler

PARKING SUMMARY:
1. Total Number of Spaces: 100
2. Total Number of Spaces: 100
3. Total Number of Spaces: 100
4. Total Number of Spaces: 100
5. Total Number of Spaces: 100

GENERAL NOTES:
1. All dimensions are in feet and inches.
2. All dimensions are to be maintained with an accuracy of ± 0.01 ft.
3. All dimensions are to be maintained with an accuracy of ± 0.01 ft.
4. All dimensions are to be maintained with an accuracy of ± 0.01 ft.
5. All dimensions are to be maintained with an accuracy of ± 0.01 ft.

DATE: [Date]
SCALE: 1" = 20'

PROJECT: [Project Name]
CLIENT: [Client Name]

DESIGNER: [Designer Name]
DATE: [Date]

SCALE: 1" = 20'

PROJECT: [Project Name]
CLIENT: [Client Name]

DESIGNER: [Designer Name]
DATE: [Date]

SCALE: 1" = 20'

PROJECT: [Project Name]
CLIENT: [Client Name]

DESIGNER: [Designer Name]
DATE: [Date]

SCALE: 1" = 20'

PROJECT: [Project Name]
CLIENT: [Client Name]

DESIGNER: [Designer Name]
DATE: [Date]

SCALE: 1" = 20'

PROJECT: [Project Name]
CLIENT: [Client Name]

DESIGNER: [Designer Name]
DATE: [Date]

SCALE: 1" = 20'

PROJECT: [Project Name]
CLIENT: [Client Name]

DESIGNER: [Designer Name]
DATE: [Date]

SCALE: 1" = 20'

PROJECT: [Project Name]
CLIENT: [Client Name]

DESIGNER: [Designer Name]
DATE: [Date]

SCALE: 1" = 20'

PROJECT: [Project Name]
CLIENT: [Client Name]

DESIGNER: [Designer Name]
DATE: [Date]

SCALE: 1" = 20'

PROJECT: [Project Name]
CLIENT: [Client Name]

DESIGNER: [Designer Name]
DATE: [Date]

SCALE: 1" = 20'

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CLIENT: [Client Name]

DESIGNER: [Designer Name]
DATE: [Date]

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PROJECT: [Project Name]
CLIENT: [Client Name]

DESIGNER: [Designer Name]
DATE: [Date]

SCALE: 1" = 20'

PROJECT: [Project Name]
CLIENT: [Client Name]

DESIGNER: [Designer Name]
DATE: [Date]

SCALE: 1" = 20'

PROJECT: [Project Name]
CLIENT: [Client Name]

Provide a 100' southbound left turn pocket

Provide a pork-chop shaped raised median that is mountable by emergency vehicles

The single 18-foot wide inbound lane at the project access is adequate to accommodate a parked vehicle using the keypad access while another vehicle pass by on its right side. However, it would be desirable to provide an inbound lane wider than 18 feet.



NEWCASTLE

KRAEMER

LOT A (PRIVATE)

LOT

EXHIBIT "E"

INTENTIONALLY OMITTED

EXHIBIT "F"

DEVELOPMENT FEES

EXHIBIT F

DEVELOPMENT FEES

NOTE: THIS MATRIX IS PROVIDED AS ILLUSTRATIVE ONLY.

ALL FEES AND CHARGES IN EFFECT AS OF THE EFFECTIVE DATE OF THE DEVELOPMENT AGREEMENT APPLY TO THE PROJECT.

Project Summary
Acres:

7.82

Plan	Net Living SF	Net Garage SF	Bedrooms	Valuation	Mix	Total Net Living SF	Total Net Garage SF	Total Valuation
1	1989	410	3	\$ 222,867.28	16	31824	6560	\$ 3,565,876.48
2	2040	410	3	\$ 228,167.20	21	42840	8610	\$ 4,791,511.20
3	2175	410	4	\$ 242,196.40	26	56550	10660	\$ 6,297,106.40
4	2672	410	4	\$ 293,844.64	15	40080	6150	\$ 4,407,669.60
Total					78	171294	31980	\$ 19,062,163.68

Development Agreement Public Benefits

Affordable Housing	11.7 DU	\$ 35,000.00	\$ 409,500.00	50% due at C of O for 39th unit - 50% due at C of O for 78th unit.
Public Safety	78 DU	\$ 3,427.00	\$ 267,306.00	50% due at Entitlements - 50% due at C of O for 39th unit.
Total Public Benefits			\$ 676,806.00	

Impact Fees

	Quantity	Unit	Unit Cost	Extension	Comments
Library	171294	SF	\$ 0.92	\$ 157,590.48	Paid at C of O.
Park	78	DU	\$ 3,740.00	\$ 291,720.00	Paid at BP.
Traffic Impact Growth Management	78	DU	\$ 130.41	\$ 10,171.98	
Storm Drain Acreage	7.82	AC	\$ 6,156	\$ 48,139.92	Paid at C of O.
Sewer Acreage	7.82	AC	\$ 2,081	\$ 16,273.42	Paid at C of O.
Thoroughfare Acreage	7.82	AC	\$ 6,251	\$ 48,882.82	Paid at C of O.
Total Impact Fees				\$ 572,778.62	

Planning Fees (after entitlements)

	Quantity	Unit	Unit Cost	Extension	Comments
Review CC&R's	1	EA	\$ 1,616.00	\$ 1,616.00	
Building Plan Check	1	EA	\$ 588.00	\$ 588.00	
Landscape Plan Check	1	EA	\$ 392.00	\$ 392.00	
Total Planning Fees				\$ 2,596.00	

Building and Safety - House Fees

Building Plans	Plan 1	Plan 2	Plan 3	Plan 4	Total
Plan Check	\$ 1,197.59	\$ 1,218.26	\$ 1,272.98	\$ 1,474.41	
Building Permit	\$ 1,842.45	\$ 1,874.25	\$ 1,958.43	\$ 2,268.32	
Electrical	\$ 469.66	\$ 476.80	\$ 495.70	\$ 565.28	
Plumbing	\$ 528.00	\$ 552.00	\$ 552.00	\$ 672.00	
Mechanical	\$ 585.00	\$ 585.00	\$ 585.00	\$ 721.00	
Subtotal	\$ 4,622.70	\$ 4,706.31	\$ 4,864.11	\$ 5,701.01	
Extension	\$ 73,963.20	\$ 98,832.51	\$ 126,466.86	\$ 85,515.15	\$ 384,777.72

	Quantity	Unit	Unit Cost	Extension	Comments
General Fund	\$ 19,062.16	VA/\$1K	\$ 2.15	\$ 40,983.65	
Tech	\$ 19,062.16	VA/\$1K	\$ 1.66	\$ 31,643.19	
H/S	78	DU	\$ 5.00	\$ 390.00	
Subtotal - State / GF / Tech / H/S				\$ 73,016.84	
Subtotal - PC / BP / MEP				\$ 384,777.72	
Total House Fees				\$ 457,989.34	Rounding adjustment to match City.

<u>Building and Safety - Other Fees</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Extension</u>	<u>Comments</u>
Demo Plans	1	EA	\$ -	\$ -	Permit pulled and valid until Aug. 12, 2014
Perimeter / Retaining Wall Plans					
Retaining Portion - Plan Check	0	SF	\$ -	\$ -	Need more info in order to quantify.
Retaining Portion - Permit	0	SF	\$ -	\$ -	Need more info in order to quantify.
Freestanding Portion - Plan Check	19880	SF	\$ 0.064	\$ 1,272.32	8 ft. along east & south / 6 ft. along north & west / O. Iron included in fee if submitted with perimeter
Freestanding Portion - Permit	19880	SF	\$ 0.145	\$ 2,882.60	8 ft. along east & south / 6 ft. along north & west / O. Iron included in fee if submitted with perimeter
Pilasters - Plan Check	32	EA	\$ 3.072	\$ 98.30	48 SF each pilaster.
Pilasters - Permit	32	EA	\$ 6.96	\$ 222.72	48 SF each pilaster.
Sideyard Fencing Plans - Plan Check	20504	SF	\$ 0.064	\$ 1,312.26	5.5 foot height.
Sideyard Fencing Plans - Permit	20504	SF	\$ 0.145	\$ 2,973.08	5.5 foot height.
Gates	78	DU	\$ -	\$ -	Do not need a permit - N/C.
Landscape Plans					
Backflow Preventer	2	EA	\$ 160.00	\$ 320.00	
Site Lighting Plans					
Power Apparatus	2	EA	\$ 45.00	\$ 90.00	
Pole Lights - 1st One	1	EA	\$ 104.00	\$ 104.00	
Pole Lights - Each Additional	10	EA	\$ 31.00	\$ 310.00	
Issuance Fee	5	EA	\$ 22.00	\$ 110.00	Each individual permit pulled requires an Issuance Fee.
Total - Other Fees				\$ 9,585.28	

<u>Engineering / Public Works Fees</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Extension</u>	<u>Comments</u>
Final Map	1	EA	\$ 2,500.00	\$ 2,500.00	
Hydrology Review	1	EA	\$ 500.00	\$ 500.00	
Rough Grading Plans - Plan Check	150000	VA	\$ 0.0125	\$ 1,875.00	Deposit
Rough Grading Plans - Inspection	150000	VA	\$ 0.0225	\$ 3,375.00	Deposit
Rough Grade Soils Report	1	EA	\$ 500.00	\$ 500.00	
Erosion Control Plans	1	EA	\$ 169.00	\$ 169.00	3 checks inc. in fee.
Final WQMP Plans	1	EA	\$ 378.00	\$ 378.00	
SWPPP Plans	1	EA	\$ 378.00	\$ 378.00	
Precise Grade Plans - Plan Check	78000	VA	\$ 0.0125	\$ 975.00	Deposit
Precise Grade Plans - Inspection	78000	VA	\$ 0.0225	\$ 1,755.00	Deposit
Final Soils Report	1	EA	\$ 500.00	\$ 500.00	
Street Imp Plans - Plan Check	356000	VA	\$ 0.0125	\$ 4,450.00	Deposit
Street Imp Plans - Inspection	356000	VA	\$ 0.0225	\$ 8,010.00	Deposit
Arterial Street Soils Test	1	EA	\$ 500.00	\$ 500.00	In Conditions of Approval
Sewer Plans - Plan Check	260000	VA	\$ 0.0125	\$ 3,250.00	Deposit
Sewer Plans - Inspection	260000	VA	\$ 0.0225	\$ 5,850.00	Deposit
Storm Drain Plans - Plan Check	170000	VA	\$ 0.0125	\$ 2,125.00	Deposit
Storm Drain Plans - Inspection	170000	VA	\$ 0.0225	\$ 3,825.00	Deposit
Hydraulics / Detention Basin Review	1	EA	\$ 500.00	\$ 500.00	
Prelim. Composite Utility / Plot Plan	1	EA	\$ 500.00	\$ 500.00	In Conditions of Approval
Encroachment Permit					
Sewer Connection	1	EA	\$ 75.00	\$ 75.00	
SD Connection	1	EA	\$ 75.00	\$ 75.00	
Water Connection	1	EA	\$ 75.00	\$ 75.00	
Dry Utilities Connection	4	EA	\$ 75.00	\$ 300.00	
Lane Closure	3	EA	\$ 288.00	\$ 864.00	
Total Eng. / Public Works Fees				\$ 43,304.00	

Grand Total All Fees **\$ 1,763,059.24**
Per Unit **\$ 22,603.32**

EXHIBIT "G"

PUBLIC BENEFITS

1. Developer shall contribute \$267,306.00 as a public safety mitigation fee. Fifty percent (50%) of said contribution shall be paid by Developer to City within two (2) business days after the City Council's approval of this Agreement and the subdivision map for the Project and the expiration of all applicable appeal periods pertaining thereto with no appeal having been timely filed, or if so timely filed, upon the dismissal of any such appeal or judicial determination of any such appeal in favor of City and Developer. The remaining fifty percent (50%) shall be due and payable upon issuance of the thirty-ninth (39th) Certificate of Occupancy for the Project.

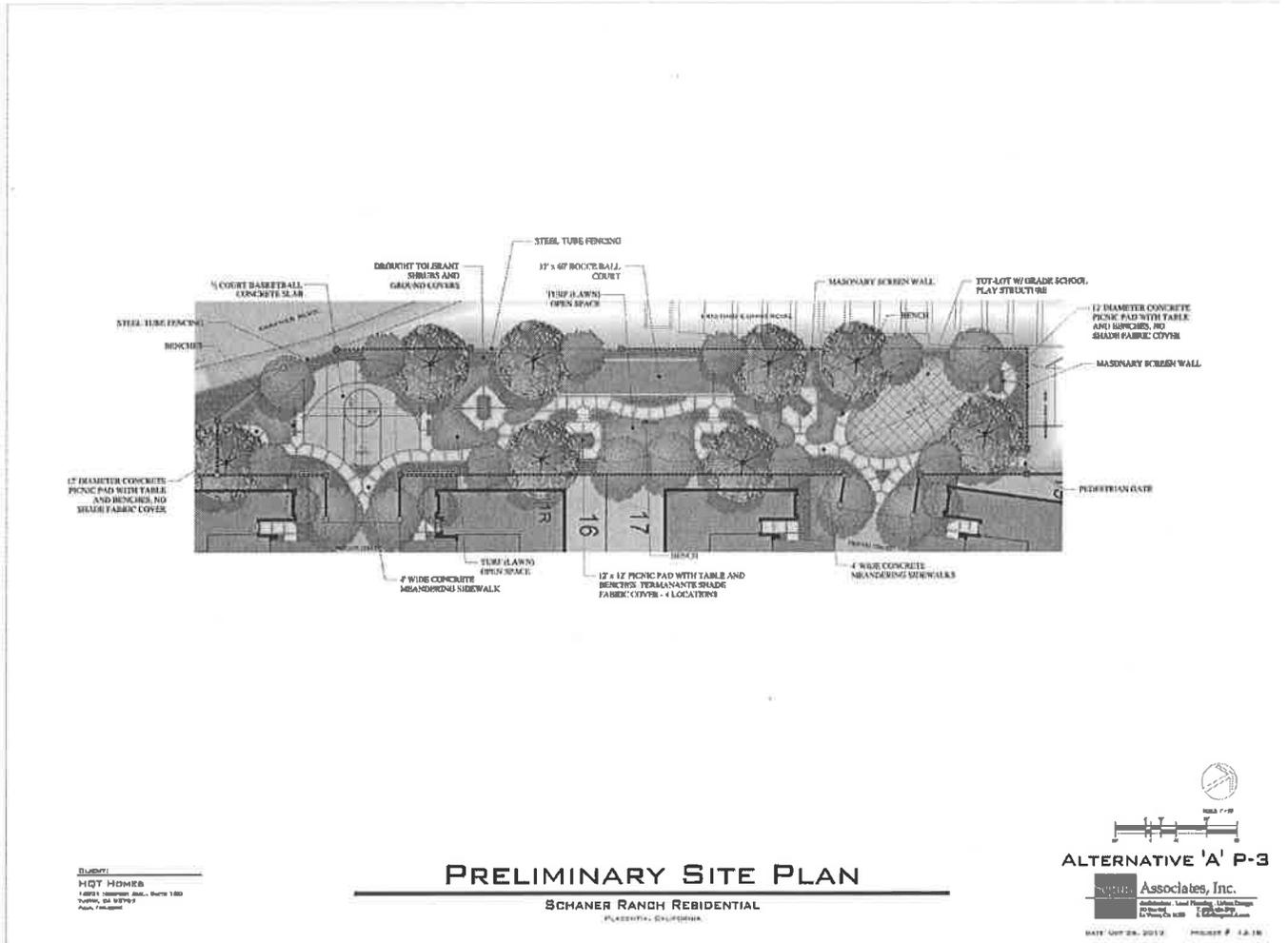
2. Developer agrees to approve the incorporation of the Project within Community Facilities District (Mello-Roos) (CFD 2014-01) pursuant to the provisions of California Government Code § 53311, *et seq.* Said CFD shall include provisions for special taxes at an initial tax not to exceed \$500.00 per taxable dwelling unit, per year, pertaining to: Police protection services, fire protection and suppression services, and ambulance and paramedic services. Said annexation into CFD 2014-01 shall be fully completed in accordance with California law prior to issuance of Certificates of Occupancy.

3. Per the Project traffic study, installation of a traffic signal at the project entrance does not meet traffic warrants and is not required of the Project at this time. The Project traffic study will be updated with the issuance of the last Certificate of Occupancy for the Project to reanalyze whether the traffic signal meets traffic warrants and is required to be installed. Developer agrees to post a bond in the amount of \$125,000.00 representing Developer's proportionate share of the costs of design, engineering and installation of the traffic signal, should it be required. Such Bond shall be posted upon issuance of the 39th residential unit building permit for the project and shall remain in place for one (1) year from the last issuance of the Certificate of Occupancy for the Project, unless released earlier by the City.

4. The City is in the process of preparing and implementing affordable housing ("Ordinance") which will specify affordable housing requirements for residential projects within the City. Developer shall contribute \$409,500.00 as a low-moderate housing mitigation fee. Fifty percent (50%) of said contribution shall be made immediately upon issuance of the thirty-ninth (39th) Certificate of Occupancy. The remaining fifty percent (50%) shall be due and payable upon issuance of the seventy-eighth (78th) Certificate of Occupancy. In the event of a conflict between the Ordinance as approved by the City Council and the foregoing terms of this Paragraph 4, the foregoing terms of this Paragraph 4 shall control.

5. Developer shall contribute \$291,720.00, as a park in lieu fee in accordance with the provisions of Chapter 5.28 of the Placentia Municipal code less the credit against said park in lieu fee described below. Developer desires to improve Lot C of Tentative Tract Map 17145 with active recreational uses as shown on the linear park plan below.

Developer shall receive credit against said park in lieu fee, in accordance with the requirements of Chapter 22.54 of the Placentia Municipal Code, for the active recreational uses if installed in substantial conformance with the active linear park plan or revised plan approved by the City Administrator.





Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: INTERIM ASSISTANT CITY ADMINISTRATOR

DATE: MARCH 18, 2014

SUBJECT: **CONSIDERATION OF GENERAL PLAN STEERING COMMITTEE**

FISCAL
IMPACT: NO FISCAL IMPACT

SUMMARY:

The City is in the process of updating the City's General Plan. An important part of the process of updating the General Plan is to afford key stakeholders within the community an opportunity to actively participate in reviewing the critical issues that are and will be facing the City, and developing the goals and policies that will serve as the blueprint for achieving the future vision of the City of Placentia. This item requests the City Council to appoint two of its members and designate the Chair (or Chair's designee from the Commission) from each of the four City Commissions to serve on the General Plan Steering Committee to provide input and final review of the draft General Plan Update.

RECOMMENDATION:

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

1. Appoint two (2) members of the City Council to serve on the General Plan Steering Committee; and
2. Appoint the Chair (or Chair's designee from the Commission) of the following Commissions to serve on the General Plan Steering Committee: Planning Commission, Recreation and Parks Commission, Traffic Safety Commission, and Cultural Arts Commission.

DISCUSSION:

The General Plan is the City's land use constitution, a legal policy document that is mandated by the State of California. The General Plan is intended to reflect the community's values and set policies to guide in the development, maintenance and use of the City's built environment. It forms the basis for future decision making as it relates to the seven mandatory elements: Land Use, Housing, Conservation, Open Space, Circulation, Safety, and Noise. The City's current General Plan was adopted in the mid-1970's. Since that time, a comprehensive update was started in 2002 and restarted in 2009. In each instance, a General Plan advisory committee

4.a.
March 18, 2014

was established. Unfortunately, due to changes in staffing and financial resources, the General Plan update has not concluded.

The City is now poised to complete the General Plan Update. The updated Housing Element, which is required by the State to be updated on a prescribed schedule, was approved by the City Council in January 2014. The City has retained Lilley Planning Group to update the remaining required elements. The firm of RBF, funded by a grant from SCAG, will add expertise regarding complete streets, sustainability, and potential zoning code revisions necessary to implement the updated General Plan.

The proposed General Plan Steering Committee will provide key insight into community priorities and will guide appropriate policies as they relate to Placentia's built environment. It is anticipated that the Steering Committee will meet three times in the next eight months.

FISCAL IMPACT:

There is no fiscal impact associated with this action.

Prepared by:

Reviewed and approved:



 Robyn Uptegraff
Interim Assistant City Administrator



Troy L. Butzlaff, ICMA-CM
City Administrator



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

FROM: CITY ADMINISTRATOR

DATE: MARCH 18, 2014

SUBJECT: **APPROVE AWARD OF CONTRACT TO TRUE NORTH RESEARCH FOR PUBLIC OPINION RESEARCH**

FISCAL
IMPACT: EXPENSE: Not to exceed \$25,000
BUDGETED: \$25,000 (Account No.: 101511-6099)

SUMMARY:

At the request of the City Council, Staff prepared a Request for Proposals (RFP) for Voter Opinion Research and solicited proposals from various firms specializing in public opinion surveys and statistical analysis to gauge public sentiment on several key issues related to the City's Budget Stabilization Plan. The City received three (3) proposals and after an evaluation identified True North Research as the recommended firm based on their experience, approach, history of similar projects and cost. This action approves a Professional Services Agreement with True North Research in the amount not-to-exceed \$25,000 and adopts a resolution authorizing the appropriation for Fiscal Year 2013-14 Budget in the amount of \$25,000 to perform the work.

RECOMMENDATION:

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

1. Approve a Professional Services Agreement with True North Research for Public Opinion Research in an amount not to exceed \$25,000;
2. Adopt Resolution R-2014-___, A Resolution of the City Council of the City of Placentia, California, authorizing the appropriation for Fiscal Year 2013-14 Annual Budget in the amount of \$25,000 to Account No.101511-6099 (Other Professional Services); and
3. Authorize the City Administrator to sign the Professional Services Agreement in a form approved by the City Attorney.

DISCUSSION:

Management Partners prepared a Budget Stabilization Plan for the City which illustrated various recommendations and alternatives to address the ongoing structural imbalance between the City's revenues and expenditures. These recommendations were shared at multiple community workshops for community input. On February 18th, the City Council directed Staff to solicit proposals from firms specializing in public opinion research to perform a community survey to

4.b.
March 18, 2014

assess the feasibility of the recommendations and alternatives presented in the Budget Stabilization Plan. Staff prepared a Request for Proposals for Public Opinion Research and received proposals from three (3) firms: FM3, JD Franz Research, Inc. and True North Research.

The evaluation committee reviewed the three (3) proposals and identified True North Research as the most qualified firm based on their experience, approach, history of similar projects and cost. True North Research's approach is to conduct a survey sampling of 400 likely voters. This sample size will have a maximum margin of error at the 95% confidence level of +/- 4.86%. This means that they can be 95% confident that the survey results will be within +/- 4.86% of what they would have found had they surveyed all likely November 2014 voters in the City. True North's fixed-fee cost estimate to design and conduct the survey is \$21,982. In order to test distinctly different revenue enhancements (e.g., sales tax versus UUT) or a revenue enhancement and alternative service delivery a split-sample approach is needed to ensure an unbiased assessment of voter support for each issue. If the City decides to test multiple issues, the split-sample will increase the overall cost of the survey to \$25,000.

True North Research previously conducted a Voter Opinion Survey for the City back in June 2010 and assisted the City in the preparation and strategic advice that led to a successful utility users tax measure in November 2010. With Council approval, True North Research will proceed with a kickoff meeting with City Staff on March 19, 2014 and will complete their work in late April. True North will present their final survey report to the City Council on May 5th.

FISCAL IMPACT:

Since this was not a budgeted expense in the current year operating budget, a resolution authorizing a budget amendment to the Fiscal Year 2013-14 Budget is necessary.

Prepared by:



Maggie Le
Management Analyst

Reviewed and approved:



Troy L. Butzlaff, CMA, CM
City Administrator

Attachments:

Resolution R-2014-__
Professional Services Agreement

RESOLUTION NO. R-2014-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2013/14 IN THE AGGREGATE AMOUNT OF \$25,000.00 IN COMPLIANCE WITH CITY CHARTER §§ 1206 AND 1209 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES.

A. Recitals

(i). The adopted budget for the 2013/14 Fiscal Year sets out estimated appropriations for City expenses throughout the year.

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

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

B. Resolution

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

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

2. The adopted budget for Fiscal Year 2013/14, Resolution No. R-2013-33, as heretofore amended, hereby is amended to reflect the following transfer of funds from the Account specified to the Account specified:

Fund	Description	Department	GL Acct. #	Increase (Decrease)
General	Prof Svcs	Admin	101511-6099	25,000.00
General	Fund Balance	Admin	0010-3001	(25,000.00)
				\$ 0

PASSED, ADOPTED AND APPROVED this 18th day of March, 2014.

SCOTT NELSON, 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 18th day of March, 2014 by the following vote:

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

PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM:

ANDREW V. ARCZYNSKI, CITY ATTORNEY

**CITY OF PLACENTIA
CONSULTING SERVICES AGREEMENT**

This Agreement is made and entered into this 18th day of March, 2014, by and between the City of Placentia, a Municipal Corporation and Charter City(hereinafter "CITY") and TRUE NORTH RESEARCH INCORPORATED, a California corporation (hereinafter "CONSULTANT").

A. Recitals.

(i) CITY requires professional services pertaining to public opinion research services to conduct a statistically reliable survey of adult residents in the City to measure the community's perception on seven (7) distinct fiscal recommendations suggested by a third party consultant as part of a Budget Stabilization Plan that has been submitted to the City Council and measure the community's satisfaction with public services and facilities ("Work" hereinafter).

(ii) CONSULTANT has now submitted a proposal for the performance of such services, pursuant to the terms and provisions hereof.

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

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

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

B. Agreement.

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

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

(b) Scope of Services: The provision of consulting services, Scope of Services attached to this Agreement as Exhibit "A" and incorporated herein by reference (the "services"), which includes the agreed upon schedule of performance and the schedule of fees. Consultant warrants that all services and work shall be performed in a competent, professional, and satisfactory manner in accordance with all standards prevalent in the industry. In the event of any inconsistency between the terms contained in the Scope of Services and the terms set forth in this Agreement, the terms set forth in this Agreement shall govern.

2. Time of Completion: (a) The time for completion of the services is an essential condition of this Agreement. CONSULTANT shall prosecute regularly and diligently the Work in accordance with the agreed-upon schedule of performance set forth in Exhibit "A." CONSULTANT shall not be accountable for delays in the progress of its work caused by any condition beyond CONSULTANT's control and without the fault or negligence of CONSULTANT. Delays shall not entitle CONSULTANT to any additional compensation regardless of the party responsible for the delay.

(b) CONSULTANT shall supply copies of all requisite maps, surveys, reports, plans, models, computer files, and documents (hereinafter collectively referred to as "Documents") including all supplemental technical documents, as described in Exhibit "A" to CITY within the time specified herein. Copies of the Documents shall be in such numbers as are required by Exhibit "A."

(c) CONSULTANT shall, at CONSULTANT's sole cost and expense, secure and hire such other persons as may, in the opinion of CONSULTANT, be necessary to comply with the terms of this Agreement. In the event any such other persons are retained by CONSULTANT, CONSULTANT hereby warrants that such persons shall be fully qualified to perform services required hereunder. CONSULTANT further agrees that no subcontractor shall be retained by CONSULTANT except upon the prior written approval of CITY.

3. Payment for Services: (a) CITY shall pay CONSULTANT a maximum sum of \$ 25,000 for the performance of the services. This sum shall cover the cost of all staff time and all other direct and indirect costs or fees, including the work of employees, consultants and subcontractors to CONSULTANT. Payment to CONSULTANT, by CITY, shall be made in accordance with the schedule set forth below.

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

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

(d) Additional services: Payment for additional services requested, in writing, by CITY, and not included in CONSULTANT's proposal as set forth in Exhibit "A" shall be

paid on a reimbursement basis in accordance with the fee schedule set forth in said Exhibit "A." Any such additional services must be approved, in advance, in writing, by the Administrator. Charges for additional services shall be invoiced on a monthly basis and shall be paid by CITY within a reasonable time after said invoices are received by CITY.

4. CITY Assistance to CONSULTANT: CITY agrees to provide to CONSULTANT:

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

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

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

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

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

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

6. Suspension or Termination: (a) CITY may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by

serving upon CONSULTANT at least ten (10) days prior written notice. Upon receipt of said notice, CONSULTANT shall immediately cease all work under this Agreement, unless the notice provides otherwise. If CITY suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

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

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

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

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

To City:	City of Placentia 401 E. Chapman Ave. Placentia, California 92870-6101 Attention: Troy L. Butzlaff, ICMA-CM City Administrator
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To Consultant:

True North Research, Inc.
741 Garden View Court, Suite 208
Encinitas, CA 92024
Attention: Timothy McLarney, President

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

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

(b) In addition to the requirements of Exhibit "B," and prior to commencing work on the Work, CONSULTANT shall furnish to CITY a certificate of insurance as proof that it has taken out full workers' compensation insurance for all persons whom CONSULTANT may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California.

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

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

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

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

10. Indemnification: CONSULTANT shall defend, indemnify and save harmless CITY, its elected and appointed officials, officers, agents and employees ("Indemnitees"), from all liability from loss, damage or injury to persons or property, including the payment by CONSULTANT of any and all legal costs and attorneys' fees,

in any manner arising out of the acts and/or omissions of CONSULTANT pursuant to this Agreement, including, but not limited to, all consequential damages, to the maximum extent permitted by law. In furtherance thereof, CONSULTANT agrees as follows:

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for CONSULTANT's services, to the fullest extent permitted by law, CONSULTANT shall defend, indemnify, protect and hold harmless the Indemnitees from and against any and all claims, charges, complaints, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, including but not limited to the extent same are caused or contributed to in whole or in part whether actual or threatened which relate to or arise out of any act, omission, occurrence, condition, event, transaction, or thing which was done, occurred, or omitted to be done ("Claims"), by CONSULTANT, its officers, agents, employees or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement without regard to whether such Claims arise under federal, state, or local constitutions, statutes, rules or regulations, or the common law. With respect to the design of public improvements, CONSULTANT shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit "A" without the written consent of CONSULTANT.

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

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

(d) Obligation to Defend. It shall be the sole responsibility and duty of CONSULTANT to fully pay for and indemnify the Indemnitees for the costs of defense,

including but not limited to attorney's fees and costs, for all Claims against CITY and the Indemnites, whether covered or uncovered by CONSULTANT's insurance, against the City and/or the Indemnites which arise out of any type of omission or error, negligent or wrongful act, of CONSULTANT, its officers, agents, employees, or subcontractors. CITY shall have the right to select defense counsel.

11. Assignment: Because of the specialized nature of the services to be rendered pursuant to this Agreement, only Timothy McLarney, Ph.D., Richard Sarles, M.S. and Jesse Reinhold, B.S. shall perform the services described in this Agreement. Jesse Reinhold, B.S. may use assistants, under direct supervision, to perform some of the services under this Agreement. CONSULTANT shall provide CITY fourteen (14) days' notice prior to the departure of Timothy McLarney, Ph.D. from CONSULTANT's employ. Should he/she leave CONSULTANT's employ, CITY shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, CONSULTANT's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between CITY and CONSULTANT.

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

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

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

(c) Undue Influence. CONSULTANT declares and warrants that no undue influence or pressure is used against or in concert with any elected or appointed officer, official, employee or agent of CITY in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No elected or appointed officer, official, employee or agent of CITY will receive compensation, directly or indirectly, from CONSULTANT, or from any officer, employee or agent of CONSULTANT, in connection with the award of this Agreement or any work to be conducted as a result of

this Agreement. Violation of this Section shall be a material breach of this Agreement entitling CITY to any and all remedies at law or in equity.

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

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

14. Patent/Copyright: (a) To the fullest extent permissible under law, and in lieu of any other warranty by CITY or CONSULTANT against patent or copyright infringement, statutory or otherwise, it is agreed that CONSULTANT shall defend at its expense any claim or suit against CITY on account of any allegation that any item furnished under this Agreement, or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and CONSULTANT shall pay all costs and damages finally awarded in any such suit or claim, provided that CONSULTANT is promptly notified in writing of the suit or claim and given authority, information and assistance at CONSULTANT'S expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the negligence, recklessness or willful misconduct of CONSULTANT. However, CONSULTANT will not indemnify CITY if the suit or claim results from: (1) CITY'S alteration of a deliverable, such that CITY'S alteration of such deliverable created the infringement upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by CONSULTANT when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

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

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

(b) CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any work or property located within the CITY. CITY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding. CONSULTANT agrees to cooperate fully with CITY and to provide the opportunity to review any response to discovery requests provided by Consultant. However, CITY's right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

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

17. Contractors Employee Employment Verification.

(Language to be used for all contracts over \$50,000)

Unauthorized Aliens. Consultant hereby represents and warrants that it will comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of any work and/or services under this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to reimburse City for any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, or penalties which arise out of or are related to such employment, together with any and all costs, including attorneys' fees, incurred by City.

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

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

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

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

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

CONSULTANT

True North Research Inc.

CITY

Troy L. Butzlaff, City Administrator

ATTEST: _____
City Clerk

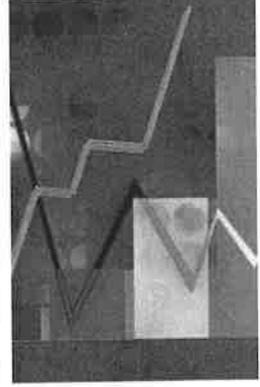
Approved as to form:

Andrew V. Arczynski,
City Attorney

EXHIBIT A

PUBLIC OPINION SURVEY
PROPOSAL FOR RESEARCH & CONSULTING

PREPARED FOR THE
CITY OF PLACENTIA



MARCH 4, 2014



741 GARDEN VIEW COURT, SUITE 208
ENCINITAS CA 92024
760.632.9900 WWW.TN-RESEARCH.COM

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C O V E R L E T T E R

True North Research, Inc. (True North) is pleased to present this proposal to provide voter opinion research services to the City of Placentia (City). Based on the RFP—as well as our experience conducting hundreds of similar studies for municipalities and public agencies throughout California—True North understands that the City is interested in using the survey to measure community satisfaction and priorities as they relate to the services, programs and facilities provided by the city and produce an unbiased, *statistically reliable* evaluation of voters' interest in establishing a local revenue measure to fund essential city services/capital projects. In short, the goal is to assess the feasibility of placing a revenue measure on an upcoming ballot and—if feasible—determine how best to package a measure for success by aligning it with the community's priorities, sensitivities, and expressed needs. An important component of the study will also be to determine how voter support for the measure can be expected to vary depending on the type of funding mechanism selected (e.g., sales tax, assessment, UUT, etc.), as well as voters' acceptance of outsourcing specific services.

CHALLENGES To successfully meet the challenges of the proposed voter survey, the City will need a consultant that has a diverse set of skills and experience. First and foremost, the consultant should possess a highly sophisticated understanding of survey research methodology to ensure that the resulting data are valid and reliable measures of voters' opinions, and that the results are representative of the individuals who may ultimately decide the fate of the revenue measure—which in this case will vary depending on the timing and type of election.¹ This expertise should extend to all aspects of conducting surveys, including sampling design, questionnaire design, data collection, data processing, weighting, statistical analysis, and presentation. In addition to statistical know-how, this study further requires a consultant that has ample experience working with cities and other public agencies translating positive survey results into effective public information campaigns and successful tax measures. And, of course, the consultant must have the *availability* and a *commitment* to work closely with the City throughout the pre-electoral cycle.

COMPETITIVE STRENGTHS OF OUR TEAM Although we provide more details in the body of this proposal, we thought it would be helpful to highlight at the outset the key strengths of our team.

Unmatched Experience & Expertise Conducting Municipal Surveys True North's President (Dr. Timothy McLarney) and Principal Researcher (Richard Sarles) have *personally* designed and conducted more surveys to assist California cities in meeting their performance and revenue goals than any other researchers in the State. To date, our team has conducted over 800 surveys for public agencies, including more than 300 surveys for California cities. The advantage of working with True North is that our experience will not only allow us to be a very active, insightful collaborator with the City of Placentia when *designing* the survey, it will also enable us to provide reliable benchmarking information and meaningfully *interpret* (and provide context to) the results of the City's survey.

1. Voter turnout and the profile of the electorate varies substantially by election date, as well as by the type of election (traditional polling-booth election or a mailed-ballot election).

We Know What it Takes to Win We've learned what it takes to be successful by working on more than 250 revenue measures in California, raising over \$22 billion at the local level. This experience includes more than 50 successful tax measures in difficult economic and political environments since the start of the recession. We will use our experience and insights throughout the project to identify challenges, develop effective strategies, and position the City's measure for success.

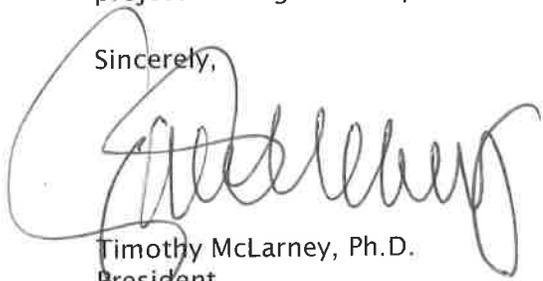
Who You See is Who You Get Unlike many in the industry, True North firmly believes that the best way to conduct your project is to have the people in our organization with the *most* expertise and experience roll-up their sleeves and actually do the work. Whereas others follow the bait-and-switch model for managing projects where most of the work is delegated to low-level staff, a key advantage of selecting True North is that who you see is who you get. True North's President (Dr. McLarney) will personally manage more than 80% of tasks for the project.

We Have a Successful Work History with Placentia True North assisted the City of Placentia with a voter survey in 2010 to evaluate community support for updating and renewing the City's Utility Users Tax (UUT). Based on the positive findings, we went on to assist the City in preparing the measure and providing strategic advice that led to the successful passage of the measure on the November ballot.

Innovative, Value-Added Services We go the extra mile for our clients by providing value-added research, project management, and modeling services that other firms do not. In addition to the standard deliverables (survey report & crosstabulations), we provide additional services including statistical modeling and advanced targeting analysis. These value-added services will ensure that the City receives the most *accurate* and *insightful* research, and are very helpful in developing effective strategies for building and sustaining community support for a measure.

The team at True North is excited to partner with the City of Placentia on this important study. We think that you will find our qualifications, our attention to client service, and our interest in this study to be exceptional. Should you have any questions about this proposal, please do not hesitate to contact me by email at mclarney@tn-research.com or by phone at 760.632.9900. I will serve as the City's point of contact both for the selection process and throughout the entire project. During the RFP period we received one addendum.

Sincerely,



Timothy McLarney, Ph.D.
President
True North Research
741 Garden View Court, Suite 208
Encinitas CA 92024
760.632.9900
mclarney@tn-research.com

EXPERIENCE & QUALIFICATIONS

FIRM OVERVIEW True North is a full-service survey research firm that is dedicated to providing public agencies with a clear understanding of the opinions, perceptions, priorities and concerns of their residents and voters. Through designing and implementing scientific surveys, focus groups and one-on-one interviews, as well as expert interpretation of the findings, True North helps its clients to move with confidence when making strategic decisions in a variety of areas—such as planning, policy evaluation, performance management, organizational development, establishing fiscal priorities, passing revenue measures, and developing effective public information campaigns.

If the ultimate goal of a study is to be able to make sound, strategic decisions based upon the data that is collected, it is critical that the data be collected according to rigorous methodological standards. Indeed, although it may be easy to conduct a 'survey', it is quite challenging to design and implement a survey that A) produces *valid*² and *reliable*³ measures of the opinions and behaviors of interest, and B) produces data that is *representative*⁴ of the population of individuals that is the focus of a study. Only by satisfying each of these conditions will the proposed study produce data that is trustworthy and thus a sound basis for making decisions.

Designing and implementing custom survey research studies that adhere to rigorous methodological standards is both the purpose and the passion of True North Research. In addition to being nationally recognized experts in survey research methodology,⁵ Dr. McLarney and Mr. Sarles have also *personally* designed and conducted more research studies to assist California municipalities in meeting their performance and revenue goals than any other individual researchers in the State (more than 300 to date). The advantage of working with True North is that this experience is particularly helpful not only in the design of the research, it also enables the team to provide reliable benchmarking information and meaningfully interpret (and provide context to) the results of a survey.

True North Research was co-founded in 2002 as a two-person consulting firm by Dr. McLarney and Mr. Sarles and is an S-Corporation in good standing with the State of California. Although we have had many opportunities to expand our business during the past 12 years, we have chosen to maintain True North as a two-person firm. Dr. McLarney and Mr. Sarles still manage every aspect of every True North project. We are an extremely efficient, well-oiled, collaborative team of two—and we have chosen to keep it that way so that our clients continue to receive exception-

-
2. Validity refers to the degree to which a question actually measures the underlying attitude or construct that it was designed to measure. For example, asking people whether they own "stock" to measure their financial savings behavior is sufficiently ambiguous such that it has low validity. Research has shown that people in farming communities are more likely to interpret "stock" to mean livestock—not financial stocks.
 3. Reliability refers to the degree to which the observed results for a survey question are free of measurement errors and thus accurately measure the true value among the survey participants.
 4. In this context, representative refers to the degree to which the results found among the survey participants match what would have been found if all likely voters in the City participated in the survey. A probability-based sample free from the many possible sources of selection bias is the key to obtaining representative results.
 5. For example, Dr. McLarney has served as an expert witness in survey research methodology for California legal cases, has published research methodologies in peer-reviewed academic journals, and on the basis of his research has been honored as a Visiting Scholar at U.C. Berkeley's Institute for Governmental Studies.

ally high quality customer service and research insights. Dr. McLarney and Mr. Sarles are committed to working with the City of Placentia for the duration of this project—there will be no staff turnover or changes.

PERSONAL VS. FIRM LEVEL QUALIFICATIONS Before discussing our qualifications in more detail, we feel it is important to note the difference between *personal* experience and *firm-level* experience. It is very common for research firms to provide a long list of projects in their proposals to demonstrate that they are both well-qualified and highly experienced in conducting surveys of this type. The reality, however, is that this firm-level experience is often a game of smoke-and-mirrors. What they *don't* tell you is that their list of projects was managed by dozens of different project managers over many years, most of whom no longer work for the firm and only one of whom will be assigned to your project (along with lower-level support staff).



The bottom line is that it doesn't matter how many projects or clients a firm has worked with over the years. Nor does the experience of the Principals or others at the firm matter if they aren't going to be the ones rolling-up their sleeves to work on your study. What matters is the experience and expertise of the specific individuals who will be working directly on your project and handling each of the key research tasks.



For this reason, we take a different approach. The experience discussed throughout this proposal—and the projects referenced below—are the *personal* experience of the individuals who will be working on *all* aspects of the study for the City of Placentia: Dr. McLarney and Mr. Sarles. We encourage the City to take this difference into account when reviewing firms and proposals.

RESEARCH PROJECTS FOR MUNICIPALITIES During their careers, Dr. McLarney and Mr. Sarles have designed and conducted over 800 survey research studies for public agencies—including more than 300 studies for California municipalities that had research goals similar to those expressed by the City of Placentia. Below is a sampling of the California cities for which Dr. McLarney and Mr. Sarles have personally designed and conducted surveys.

Agoura Hills	Fontana	Los Angeles	Rocklin
Aliso Viejo	Fremont	Los Gatos	San Carlos
Anaheim	Gilroy	Malibu	San Clemente
Apple Valley	Glendale	Manhattan Beach	San Diego
Azusa	Glendora	Mission Viejo	San Gabriel
Banning	Half Moon Bay	Moorpark	San Jose
Beverly Hills	Hesperia	Murrieta	San Marcos
Brea	Huntington Beach	Norwalk	San Marino
Burbank	Indian Wells	Oxnard	Santa Clarita
Campbell	Irvine	Palmdale	Santa Monica
Cerritos	La Canada-Flintridge	Petaluma	Temecula
Chino	Laguna Beach	Pico Rivera	Thousand Oaks
Claremont	Laguna Niguel	Placentia	Truckee
Clayton	Lake Forest	Port Hueneme	Upland
Costa Mesa	La Mesa	Rancho Cucamonga	San Buenaventura
Dana Point	Lathrop	Rancho Palos Verdes	Westlake Village
Diamond Bar	La Verne	Rancho Santa Margarita	Watsonville
El Cajon	Lemon Grove	Redlands	West Hollywood
Encinitas	Lompoc	Redondo Beach	Whittier
Folsom	Long Beach	Riverside	Yorba Linda

ADDITIONAL ORANGE COUNTY EXPERIENCE In addition to the 15 Orange County cities noted above, True North has also conducted more than a dozen community surveys for public agencies in Orange County including the County of Orange, OCCOG, OCTA, Orange County Fire Authority, Soka University, Rancho Santiago Community College District, Buena Park SD, Savanna SD, Irvine USD, Orange USD, and Tustin USD.

REVENUE MEASURE EXPERIENCE Creating revenue measures that are ultimately approved by the necessary percentage of voters is difficult, especially in the State of California. Successful measures require insightful research, careful packaging, and a well-orchestrated public information campaign. Dr. McLarney has designed and conducted over 250 revenue measure feasibility studies for public agencies that captured the pieces of information needed for estimating the feasibility of a measure and—if feasible—identifying how best to package the measure for success (including ballot language and expenditure plans). Of the measures that have gone to ballot based on Dr. McLarney’s recommendation, more than 93% have been successful. In total, the research that Dr. McLarney has conducted has led to over \$22 billion in successful local revenue measures, including more than 50 successful measures in difficult economic and political environments since the start of the recession. Its worth noting, moreover, that we are experienced in all types of funding mechanisms, including sales taxes, parcel taxes, bonds, utility users taxes (UUTs), transit occupancy taxes (TOTs), business license taxes, as well as Prop. 218 assessments and property-related fees.

REFERENCES The following are brief descriptions and reference information for similar projects conducted by our team. All projects listed were managed by 100% Dr. McLarney (lead) and Mr. Sarles (support). We take great pride in going the extra mile for our clients, in providing exceptional client service, and in providing deliverables that are the best in the industry—but please don’t just take our word for it. We encourage the City to contact our references and ask about the quality of our work, and we can also provide dozens of additional southern California city references if interested. All projects were completed within budget and according to agreed-upon project schedules.

City of Placentia Survey research, measure preparation and strategic advice led to a successful utility users tax measure in November 2010. Dates: 2010. Contact: Troy Butzlaff, City Administrator. 401 E. Chapman Ave., Placentia CA 92870; 714.993.8117.

City of San Gabriel Survey research, measure preparation and strategic advice led to a successful 2% utility users tax *increase* in November 2008. Also working on a current study gauging the feasibility of a proposed sewer fee increase. Dates: 2008 & 2013. Contact: Bob Kress, City Attorney. 425 S. Mission Drive, San Gabriel CA 91776; 909.593.9638.

City of Brea True North has conducted multiple voter and community surveys for the City of Brea, including community priority surveys and a revenue measure feasibility study for a local sales tax. Dates: 2006-2011. Contact: Cindie Ryan, Director of Communications. 1 Civic Center Circle, 2nd Floor, Brea CA 92821; 714.990.7600.

City of Lake Forest True North designed and implemented both resident and business satisfaction surveys for the City of Lake Forest in 1998, 2000, 2002, 2004, 2006, 2008, 2010 and 2012. The focus of the surveys was on measuring the City’s performance in meeting the needs

and priorities of its residents and the business community. Contact: Debra Rose, Director of Management Services, 25550 Commercentre Dr., Lake Forest, CA 92630; 949.461.3414.

City of Aliso Viejo True North recently completed the City's resident satisfaction survey that measured community opinions about the services and facilities provided by the City, identified their priorities for a variety of capital improvement projects the City is considering, and gathered data on a variety of quality of life and governance matters. Contact: Glenn Yasui, Assistant City Manager, 12 Journey, Suite 100, Aliso Viejo CA 92656; 949.425.2500.

Town of Truckee Survey research, measure preparation and strategic advice led to a successful half cent sales tax increase in November 2008. Dates: 2008. Contact: Tony Lashbrook, Town Manager. 10183 Truckee Airport Rd, Truckee CA 96161; 530.582.7700.

City of Thousand Oaks True North conducted a sales tax feasibility study for the City of Thousand Oaks, although support was tepid and the recommendation was to focus on community education and outreach prior to placing a measure on the ballot. We have also conducted two additional community opinion studies for the City. Dates: 2008 & 2013. Contact: Andrew Powers, Assistant City Manager. 2100 Thousand Oaks Blvd, Thousand Oaks CA 91362; 805.449.2100.

City of Ventura True North has conducted multiple voter and community surveys for the City of Ventura, including revenue measure feasibility studies for a business licence tax, UUT renewal, and a local sales tax. Dates: 2005-2010. Contact: Ken Corney, Chief of Police. 1425 Dowell Dr., Ventura CA 93003; 805.339.4398.

City of Banning Survey research, measure preparation and strategic advice related to Measure L, a measure to increase the City's existing TOT which passed on the November 2009 ballot. A joint True North and Tramutola Advisors project. Dates: 2008. Contact: Honorable Bob Botts, Mayor. Banning City Hall, 99 East Ramsey Street, Banning, CA 92220. Home Phone: 951-845-2228.

Santa Barbara County Association of Governments (SBCAG) True North conducted multiple voter surveys for SBCAG leading to the successful passage of the countywide sales tax in 2008. Dates: 2006-2008. Contact: Jim Kemp, Executive Director. 260 N. San Antonio Rd, Suite B, Santa Barbara CA 93110; 805.961.8908.

W O R K P L A N

Trade Secret Notification: *This section of the proposal contains information and a description of services and project approaches and procedures that are trade secrets as defined by Government Code Section 6254.7. This proposal contains a description of a unique process, approach and procedures that are known only to True North Research and which are not known or used by other competitors. True North requests that this document not be duplicated, distributed or shown to parties other than the individuals at the City of Placentia who are involved with the Project—in whole or in part—without the expressed written consent of True North Research, Inc.*

INTRODUCTION TO OUR APPROACH True North has developed a sophisticated research methodology for identifying whether voters will support a revenue measure and, if so, how best to package the measure for success. The key elements of our work plan and methodology are described in the following sections.



Although our research design is based on methods that are proven industry standards, our attention to detail and both the extent and manner in which we analyze the data are anything but standard. In addition to the types of deliverables that all research firms provide (i.e., a report and crosstabulations), we go the extra mile by using multivariate modeling to provide our clients with a much deeper and more reliable understanding of the factors that shape voters' opinions about a measure (see *Modeling* on page 12). Through our proprietary *Targeting Tool*, we are also able to put this information at our clients' finger-tips in a way that helps them make sound, strategic decisions throughout the pre-electoral and electoral cycles (see *Targeting Tool* on page 12). True North is unique in providing these value-added services.

COMMUNICATION Before discussing the 'nuts-and-bolts' of the research design, we'd like to first briefly discuss True North's approach to communicating effectively with the City on this study.

At the outset of this study, True North recommends having a kick-off meeting with all individuals who will be actively involved in the study (or will be an important stakeholder) in attendance. The kick-off meeting is a great forum for talking about past research conducted and the City's needs, expectations, and concerns for the upcoming survey and deliverables. The kick-off meeting will also provide an opportunity for Dr. McLarney to clarify any questions about the proposed methodology, ask questions of City staff, and identify changes to the methodology (as proposed) that may better serve the City's interests. In short, the purpose of the kick-off meeting is to make sure that everyone is in agreement about the details of the study, identify areas that need further clarification, share materials, and establish a more detailed work plan for the project.

After the kick-off meeting, Dr. McLarney will keep in regular contact with the Project Manager identified by the City through telephone, email, and in-person meetings. Dr. McLarney will serve as the point of the contact for the City on all matters related to this project and will provide frequent updates (typically at least once per week) on the status of the project. These updates are generally made either by telephone or email, depending on the City's preference and the urgency of the topic.

SAMPLING METHOD In revenue measure research, the first step is to identify the population of individuals who will vote on the measure, then survey a representative sub-sample of these individuals. The appropriate set of individuals to be included in the sample thus varies depending on a number of factors. The expected election date, for example, is one factor that has a large influence on voter turnout and the profile of participating voters. Many individuals who would be expected to participate in a general election are not expected to participate in primary elections, and an even smaller percentage are generally expected to participate in special municipal elections. Although there are 24,679 registered voters currently in the City of Placentia, just 16,275 are expected to cast a ballot on the natural in the November 2014 election.

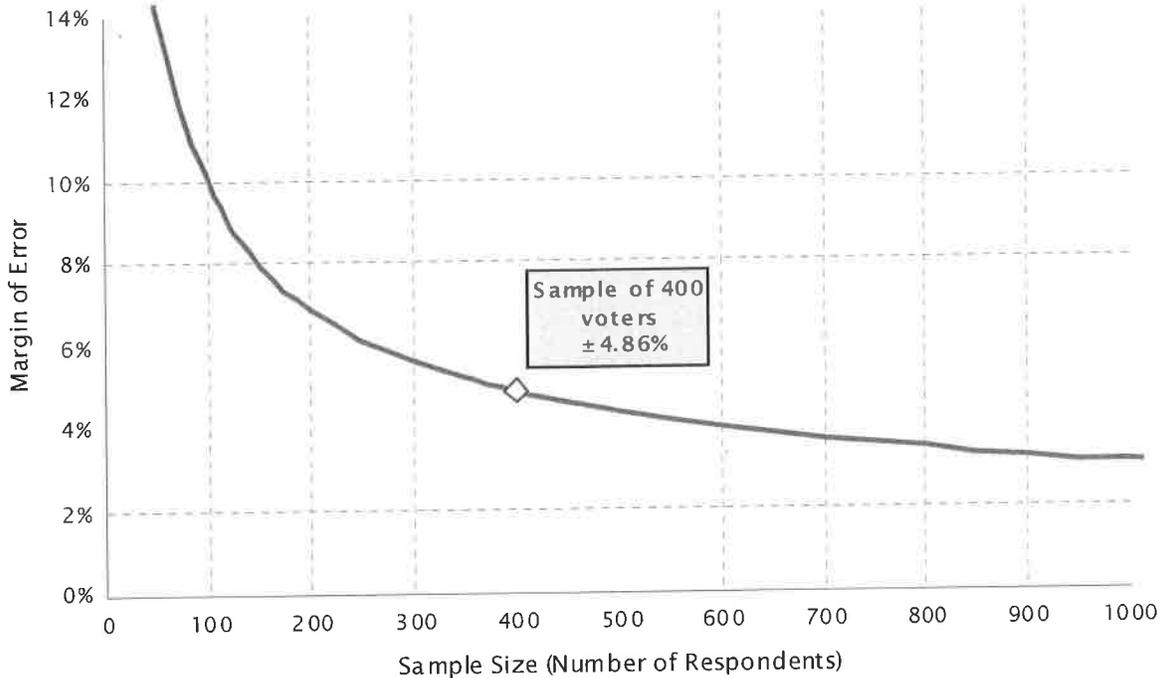
Once the appropriate election date(s) are identified through future discussions with the City, the universe of voters will be stratified by demographic characteristics that are known to influence voting behavior—such as partisan affiliation, household party composition, age, gender and geographic precincts. Voters will then be randomly selected into sample clusters within the appropriate strata. This sampling method ensures that the composition of the sample will accurately reflect the composition of the City's electorate that is expected to participate in the elections of interest in low, moderate *and* high-turnout scenarios.

SAMPLE SIZE & SPLIT-SAMPLING By using a probability-based sampling design, True North will ensure that the sample is representative of likely voters in the City. The results of the sample can then be used to estimate the opinions of *all* likely voters in the City who are expected to participate in the election of interest. Because not all likely voters will participate in the survey, however, the results will have what is known as a statistical margin of error due to sampling. The margin of error refers to the difference between what is found from the sample of likely voters and what would have been found had *all* likely voters in the universe been surveyed.

This is where sample size becomes important. The larger the sample, all other things being equal, the smaller the margin of error and the more confidence one can have that the survey results accurately reflect the population of voters in the City. Figure 1 on the next page plots the relationship between sample size and the *maximum* statistical margin of error for the proposed survey using a likely November 2014 voter sample. As shown in the figure, a sample of 400 likely voters will have a maximum margin of error at the 95% confidence level of +/- 4.86%. Stated differently, we can be 95% confident that the survey results will be within +/- 4.86% of what we would have found had we surveyed all likely November 2014 voters in the City.

If the City wishes to test distinctly different financial mechanisms in the survey (e.g., sales tax vs. UUT increase), we recommend using a *split-sample* approach to ensure an unbiased assessment of voter support for each mechanism. This involves providing a portion of the sample with one type of funding mechanism (e.g., sales tax), and a different portion with the alternative type (e.g., parcel tax). Research has consistently shown that interviewing the same respondent about several different types of funding mechanisms produces confusion and artificially low levels of support for whichever options are tested second (or third). For this reason, we recommend using a split-sample approach so that the survey produces reliable estimates of support for each type of funding mechanism. To accommodate a split-sample approach, we may recommend increasing the sample size to 500 interviews (depending on which types of financial mechanisms are chosen for testing). We will be happy to discuss the pros and cons of this approach with the City.

FIGURE 1 MAXIMUM STATISTICAL MARGIN OF ERROR DUE TO SAMPLING, 95% CONFIDENCE LEVEL



QUESTIONNAIRE Creating revenue measures that are ultimately approved by the necessary percentage of voters is difficult, especially in the State of California. Successful measures require careful packaging—and it is in this area that the research performed by True North will be quite valuable.

True North has developed a proven framework for the design of revenue measure survey instruments that captures the pieces of information needed for estimating the feasibility of a measure and, if feasible, identifying how best to package the measure for success. The instrument will identify the issues that voters feel are most important, how maintaining the quality city services and facilities ranks next to other important issues, baseline (uninformed) support for a measure, the tax threshold that voters will support, the projects and services that voters are most interested in funding, the information items that shape voter support for a measure, as well as how voter support for a measure may change once voters are exposed to the types of information they will likely encounter during the election cycle. Collectively, this will allow the team to determine if the City should move forward with a measure and, if so, the steps that should be taken to maximize the measure's chances of success—including choosing the right type of funding mechanism and tax rate. As requested, the survey will also gauge community opinions about the quality of services currently provided by the City, alternative shared-service models (i.e., outsourcing), and quality of life issues.

Dr. McLarney will work closely with city staff in designing and revising the questionnaire. The questionnaire design process will begin at the kick-off meeting and take approximately ten days to complete. Dr. McLarney will take the lead in creating an initial draft and staff will have the opportunity to then review and comment on the draft questionnaire. It usually works best if the

City assigns a single person to gather the comments of staff and then discuss them with Dr. McLarney, who will make changes based on the comments. This process is repeated, as needed, until all parties are satisfied with the questionnaire.

PRE-TEST AND CATI Once a refined draft of the instrument meets the approval of the City, it will be pre-tested internally and with approximately 20 voter households in the City to ensure its integrity prior to finalization. The final survey will then be CATI (Computer Assisted Telephone Interviewing) programmed, which assists the interviewers by presenting question wording one question at a time, automatically navigating skip patterns, and requiring that only valid answers are recorded. Based on our experience, a 15 minute survey instrument will capture the necessary information for this project while at the same time avoiding the fatigue that can set in for a respondent with a longer survey.

DATA COLLECTION Quality telephone interviewing will be an important element of the proposed survey. Using a 'bargain' phone facility is rarely a bargain, as the integrity of the data and the accuracy of the results depends on the knowledge, experience and professionalism of the interviewers and supervisors. In the end, it is critical that the research team and the City can trust the data that were collected. For this reason, True North teams only with MWRC—a firm that has worked with Dr. McLarney and Mr. Sarles on more than 350 survey projects in the past and has a proven track-record of professional interviewers, quality data collection, and competitive pricing. Located in a university town with few alternative employment opportunities, MWRC interviewers tend to have higher education levels and are more motivated and professional than most facilities. Interviewing for a voter survey will generally be conducted in the evenings (5:30PM to 9:00PM PST) during weekdays, and 10:00AM to 6:00PM on weekends.

Mr. Sarles will work closely with the President of MWRC—Jesse Reinhold—to manage quality control procedures during data collection, which will include a training session with interviewers and supervisors to ensure that telephone interviewers understand the purpose of all of the questions in the survey, thoroughly testing the CATI program prior to fielding, active and remote supervisor monitoring of interviews, quality control checks on a random selection of interviews to identify any discrepancies that may occur (and need adjusting), and daily monitoring of the sample characteristics to ensure that data collection is adhering to the sampling plan.

DATA PROCESSING Once the interviewing is completed, True North will process the data. This consists of checking the data for errors or inconsistencies, coding and recoding responses, and preparing frequency analyses and cross-tabulations. If strategic oversampling is used during the sampling stage, True North will adjust for the oversampling via a statistical procedure known as *weighting* to ensure representative results.

TOPLINE REPORT Once the data processing is completed, True North will analyze the results and prepare an initial topline report, which consists of the percentage results for each question asked in the survey. Although the topline report represents the 'first cut' at the data and presents the results only for respondents as a whole, the report will often allow the team to answer the essential questions for the study, such as does a measure have a reasonable chance to succeed.

SURVEY REPORT The survey report prepared by True North for the City will include a thorough question-by-question analysis of the survey findings, an executive summary of the key findings and conclusions, a detailed discussion of the methodology used to complete the study, a copy of the topline report, and a complete set of crosstabulations for reference that display the results broken down by various subgroups of respondents. True North believes that the quality of the final report and presentation reflects directly upon the quality of the study as a whole as well as True North Research, so Dr. McLarney and Mr. Sarles take great care in developing a report which is thorough (300+ pages cover to cover)⁶, insightful, free of mistakes, and presents the information in an eye-catching, full-color display.

True North's reports are, without question, the most thorough and insightful in the industry. Our reports are designed to meet the needs of the most sophisticated audiences and critics, while at the same time are accessible to individuals who may not have the interest or the familiarity with the survey to wade through the typical 'academic style' report. We also don't just report the results—we put the findings into context and explain their meaning based upon related questions in the survey, as well as our experience working on hundreds of revenue measure studies in the State. Moreover, because the report will serve as a reference for decision-makers and possibly as a public relations tool for the City, we take care to create graphics which summarize information in ways that are both visually appealing and convey the results in an intuitive and easy-to-understand manner.

PRESENTATION AND CONSULTING True North will prepare and deliver a PowerPoint presentation of the study results, conclusions and recommendations to city staff and the City Council. We will also be happy to work closely with the City and its consultant team in determining how best to package the measure for success and implement a successful public education campaign. This additional consulting is provided within our standard cost structure—no additional charges apply.

6. For those readers who don't have the time or the interest to review the entire report, we present a concise executive summary of the key findings and conclusions.

PROPOSED INNOVATIONS

Although our research design is based on methods that are proven industry standards, our attention to detail and both the extent and manner in which we analyze the data are anything but standard. In addition to the types of deliverables that all research firms provide (i.e., a report and crosstabulations), we go the extra mile by providing sophisticated modeling and targeting tools (see below).

MODELING One of the value-added services that True North provides that other firms do not is regression modeling, which is a sophisticated statistical method for understanding what factors drive voters' behaviors and opinions with respect to a measure. The typical pollster will rely on crosstabulations to develop an understanding of which targetable characteristics—age, gender, partisanship, household party-type, etc.—seem to shape voters' opinions regarding a particular measure. The problem with crosstabulations is that because they only consider one or two factors at a time and fail to simultaneously control for the possible influence of other factors, they provide an overly simplistic and often *misleading* sense for the importance of certain factors in shaping voters' opinions. Put simply, human behavior is complex and shaped by a multitude of factors—so to understand it (and thereby gain insights that will help in packaging the measure and the campaign for success) we need to use tools that are capable of handling that complexity. Regression analysis is one such tool that True North uses to understand the *independent* impact of each possible factor in shaping voters' opinions while simultaneously controlling for the possible influence of other factors. We provide this service within our standard cost structure—no additional charges apply.

TARGETING TOOL In addition to providing more reliable, detailed information about the factors that shape voters' opinions, through our proprietary *Targeting Tool* we are able to put this information at our clients' finger-tips in a way that helps them make sound, strategic decisions throughout the pre-electoral and electoral cycles. The *Targeting Tool* is a user-friendly searchable database that we develop that allows our clients to search, sort and rank more than 100 defined subgroups of voters according to their responses to key survey questions. Unlike crosstabulations that are static and time-consuming to use, the *Tool* makes it quick and easy to answer questions that are critical to developing a successful tax measure and outreach campaign—such as which groups are initially most responsive, but are clearly tax-rate sensitive? Which groups are most responsive to positive messages, and which messages are the most compelling for each group? Which groups contain the most swing voters? Like the modeling services described above, True North is the only firm to provide the *Targeting Tool* or anything like it—and we provide it within our standard cost structure.

RESPONSIBLE PERSONNEL



Most research firms manage projects through division of labor and a *lot* of delegation. Although the Principals may appear for the interview and for client meetings, their involvement beyond that point is generally negligible. The Project Manager’s role is to be the point of contact and help design the study, but even they only handle about 20% of the workload. Most of the important research tasks—data processing, data analysis, report writing, presentation building, etc.—are delegated to individuals lower in the organization who are relatively new to the research field and don’t have the desired expertise or experience. This model for managing projects is what enables large firms to manage hundreds of studies every year. However, it isn’t a model that is consistent with high quality research, careful attention to a client’s needs, or insightful strategic advice.



Once again, our approach is different. At True North, we firmly believe that the best way to conduct your study is to have the people in our organization with the *most* expertise and experience roll-up their sleeves and actually do the work. A key advantage of selecting True North is that who you see is who you get. Dr. McLarney and Mr. Sarles will not just advise on your project or be a “manager”—they will personally handle *all* aspects of the research. We believe that only by having the Principals personally conduct every detail of the project—from design to the nuts-and-bolts of data processing—will we unlock many of the insights that will enable the study to truly meet the needs of the City of Placentia. It is worth noting, moreover, that we are able to provide this level of personal attention because we carefully limit the number and type of projects that we work on at any given time. This management philosophy supports our commitment to providing superior quality research and client services, on-time and at competitive rates.

FIGURE 2 PROJECT ORGANIZATION

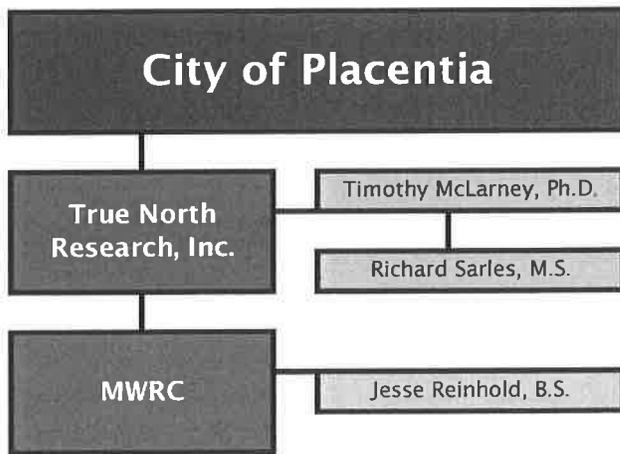


Figure 2 presents the organizational chart for the proposed study. True North Research will serve as prime contractor at the direction of the City of Placentia. Dr. Timothy McLarney (President of True North) will be the Project Manager for the study and will be assisted by Richard Sarles (Principal Researcher at True North). The telephone interviews will be conducted by the same high quality, professional phone bank that True North has teamed with to complete more than 350 resident and voter surveys throughout the State—MWRC. Jesse Reinhold (President of MWRC) will manage the

day-to-day interviewing schedule and quality control procedures in close consultation with Mr. Sarles and Dr. McLarney.

RESUMES AND ROLES For the City's reference, the following paragraphs provide additional information about Dr. McLarney's, Mr. Sarles' and Mr. Reinhold's respective roles on this project, as well as their education and research backgrounds. Please note that this is the exact same team of individual's who designed and conducted the City of Placentia's UUT renewal survey in 2010, as well as hundreds of additional studies for cities, counties, school districts and other public agencies throughout California.

Project Manager

Timothy McLarney, Ph.D., will serve as the Project Manager for the proposed survey. He will serve as the day-to-day contact for all matters related to the study and will lead all design, analysis, reporting and presentation tasks. Approximately 80% of the research tasks will be managed directly by Dr. McLarney.

As President of True North, Dr. McLarney is responsible for the design, management and analysis of True North's qualitative and quantitative research projects, including those that address community needs assessments, customer satisfaction, revenue measure feasibility, organizational development, public policy and strategic planning issues. Dr. McLarney's work to date has provided California cities, counties, special jurisdictions, transportation planning agencies, councils of government, school districts, corporations, and political campaigns with research to address their often complex marketing, planning and/or performance measurement needs. During his career, Dr. McLarney has occupied a key role in over 800 research studies, more than 300 of which had research objectives similar to those of the City of Placentia.

Dr. McLarney is a nationally recognized expert in survey research methodology, sampling theory, weighting and the use of statistical methods to generalize survey results. His research has been recognized at numerous national and state conferences, has been published in academic journals, and has earned him honors including the title of Visiting Scholar at the Institute of Governmental Studies at UC Berkeley. He has also served as an independent expert witness in survey research methodology for California legal cases.

Prior to co-founding True North Research in 2002 Dr. McLarney was the Director of Research at Godbe Research and a consultant for Quest, which provides organizational development training and consulting. Dr. McLarney holds an M.A. and Ph.D. in Government from Cornell University with an emphasis in survey methodology, sampling theory and public opinion, as well as a Bachelor's degree in Politics from the University of California, Santa Cruz.

Principal Researcher

Richard Sarles, M.S., will assist Dr. McLarney with managing data collection, data processing, and graphics production for the report. Mr. Sarles will manage approximately 20% of the research tasks. As Principal Researcher and co-founder of True North Research, Mr. Sarles applies his

expertise in statistics, sampling, weighting and analysis to a wide variety of research studies. A veteran of over 600 research studies, public and private clients throughout California rely on Mr. Sarles' research to help them meet their performance and revenue goals.

Prior to co-founding True North Research, Mr. Sarles was employed as the Associate Research Director at Godbe Research. A published author, Mr. Sarles received his M.S. in Experimental Psychology from Illinois State University with magna cum laude honors. He also received his B.S. in Psychology from Illinois State University, graduating with summa cum laude honors.

Data Collection Manager **Jesse Reinhold, B.S.**, is President of MWRC and will serve as the Data Collection Manager for this study. Mr. Reinhold will report directly to Dr. McLarney and Mr. Sarles. Mr. Reinhold has extensive experience in managing all aspects of telephone interviewing, including sampling designs, CATI stations and programming, interviewer training, daily reporting procedures, and quality control processes. In the past five years alone, Mr. Reinhold has managed more than 500 studies such as the one proposed here. With more than nine years experience at MWRC and seven years working closely with Dr. McLarney and Mr. Sarles on similar studies, Mr. Reinhold will be an invaluable asset to the project.

Mr. Reinhold is committed to the Project for a minimum 31 hours as shown in Table 1. Contact information: 1110 Yellowstone Ave #227, Pocatello ID 83201. 208.232.1818. jreinhold@mwrcenter.com.

TABLE 1 PERSONNEL AND HOURS BY TASK

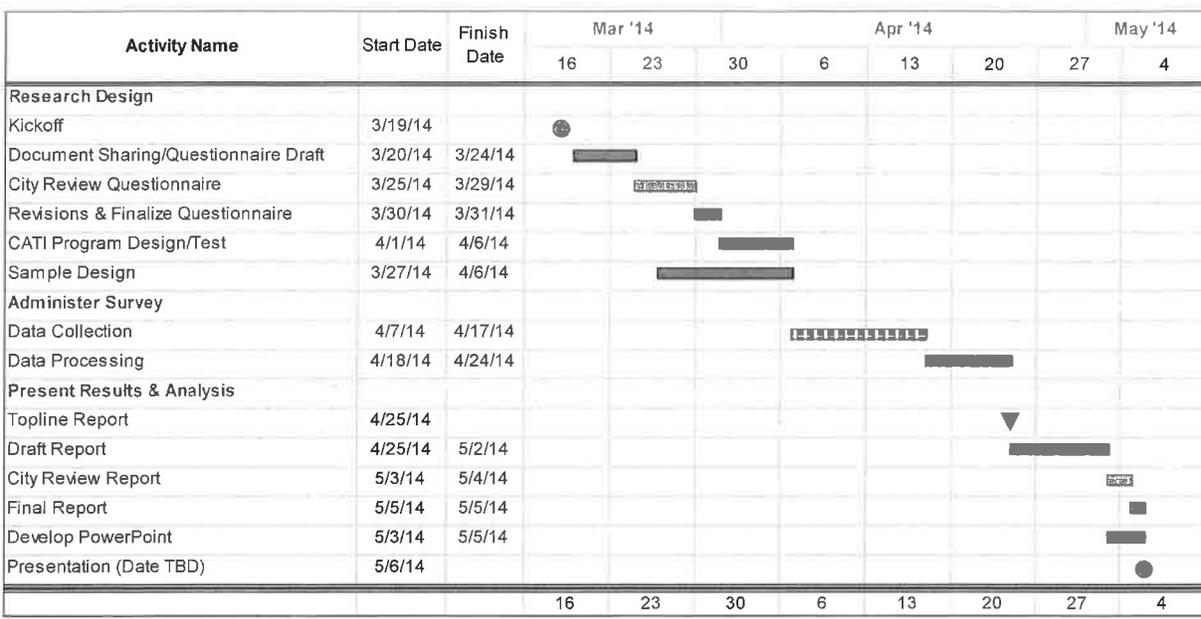
Task	Personnel & Hours by Task					
	Dr. McLarney		Mr. Sarles		Mr. Reinhold	
	Role	Hours	Role	Hours	Role	Hours
Project Management	Lead	8				
Background Research	Lead	2				
Kickoff Meetings	Lead	2				
Overall Research Design	Lead	4				
Develop Questionnaire	Lead	10				
Prepare Sample	Lead	3				
CATI Programming			Support	2	Lead	5
Interviewer Training			Support	3	Lead	6
Manage Interviewing Process			Support	2	Lead	20
Data Processing	Support		Lead	11		
Data Analysis	Lead	15				
Report Writing	Lead	15	Support	4		
Presentations	Lead	3				
Strategic Consulting	Lead	3				
Total		65		22		31

TIME LINE

True North will work with the City of Placentia to establish a time line that meets the City's needs. Using the schedule referenced in the RFP, the schedule in Figure 3 shows each of the major tasks needed to complete the survey, as well as the proposed start date and duration for each task. Dr. McLarney and Mr. Sarles have the availability and resources needed to meet this time line, as well as the flexibility to adjust this schedule, as needed, to best meet the City's needs. *We guarantee* that we will meet the agreed upon time line for the project, and encourage the City to check with our references regarding our commitment to completing projects on-time.

For the reader's convenience, we have color-coded the schedule shown in Figure 3. The green dots indicate meetings that will involve City staff and representatives, whereas the red bars denote periods where the City will be reviewing materials and deliverables. All other tasks can be managed by True North without need for City staff or resources. Please note that although we show two in-person meetings in the time line, we are available to meet in-person on short-notice, as needed, and will be happy to provide additional meetings or presentations if desired. Please also note that this is an aggressive time line that will require timely review of materials by city staff.

FIGURE 3 PROPOSED SURVEY SCHEDULE



PROPOSAL FORM LETTER

PROPOSAL LETTER

We propose to furnish and deliver any and all of the deliverables and services named in the attached Request for Proposals (RFP) for which prices have been set. The price or prices offered herein shall apply for the period of time stated in the RFP.

We further agree to strictly abide by all the terms and conditions contained in the City of Placentia Request for Proposal as modified by any attached special terms and conditions, all of which are made a part hereof. Any exceptions are noted in writing and included with this RFP.

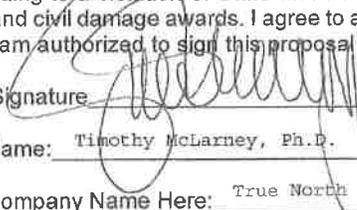
It is understood and agreed that this proposal constitutes an offer, which when accepted in writing by the City of Placentia and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Placentia.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFP and that this proposal is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this proposal meet or exceed any and all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City of Placentia reserves the right to reject any or all proposals, waive technicalities, and informalities, and to make an award in the best interest of the City.

It is understood and agreed that this proposal shall be valid and held open for a period of one hundred twenty (120) days from proposal opening date.

PROPOSAL SIGNATURE AND CERTIFICATION (Proposer to sign and return with proposal)

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the company listed below.

Authorized Signature  Date March 4, 2014

Print/Type Name: Timothy McLarney, Ph.D.

Print/Type Company Name Here: True North Research

Print/Type Company Address: 741 Garden View Court, Suite 208, Encinitas CA 92024

Print/Type Company Business Phone: 760.632.9900 Fax: 760.632.9993 Email: mclarney@tn-research.com

C O S T S

True North’s fixed-fee cost estimate to design and conduct the survey and scope of work described in this proposal is \$21,982 for a survey of 400 voters. If the City chooses a split-sample approach and a larger sample size of 500, the additional cost will be \$4800. These costs are inclusive—there will be no additional charges for travel, incidentals, report production, changes to the questionnaire, changes to the report, document production, postage, or follow-up questions to the final analysis. If selected at the City’s research consultant for this project, our payment terms are simple: we request full payment at the *completion* of the study. No interim or up-front payments are needed.

When comparing our costs to those of other bidders, please note that our costs include value-added services that may not be provided by other firms—including sophisticated modeling and user-friendly tools for analysis (see *Proposed Innovations* on page 12). We also provide the most thorough and insightful report in the industry. We don’t just report the results—we put the findings into context and explain their meaning based upon related questions in the survey, the City’s goals, relevant secondary information, the results of prior surveys, as well as our experience working with California municipalities and other public agencies on hundreds of similar community opinion and tax measure feasibility studies.

TABLE 2 PROJECT COSTS ON LABOR & DIRECT COST BASIS

Task	Personnel & Labor						Total			
	Dr. McLamey		Rate	Mr. Sarles		Rate		Mr. Reinhold	Rate	
	Role	Hours	\$150	Role	Hours	\$100	Role	Hours	\$22	
Project Management	Lead	8	\$1,200							\$1,200
Background Research	Lead	2	\$300							\$300
Kickoff Meetings	Lead	2	\$300							\$300
Overall Research Design	Lead	4	\$600							\$600
Develop Questionnaire	Lead	10	\$1,500							\$1,500
Prepare Sample	Lead	3	\$450							\$450
CATI Programming				Support	2	\$200	Lead	5	\$110	\$310
Interviewer Training				Support	3	\$300	Lead	6	\$132	\$432
Manage Interviewing Process				Support	2	\$200	Lead	20	\$440	\$640
Data Processing	Support			Lead	11	\$1,100				\$1,100
Data Analysis	Lead	15	\$2,250							\$2,250
Report Writing	Lead	15	\$2,250	Support	4	\$400				\$2,650
Presentations	Lead	3	\$450							\$450
Strategic Consulting	Lead	3	\$450							\$450
Subtotal		65	\$9,750		22	\$2,200		31	\$682	\$12,632
Task	Other Direct Costs									
Sample										\$550
Telephone Interviews										8800
Subtotal										\$9,350
Total										\$21,982



PLACENTIA CITY COUNCIL

AGENDA REPORT

TO: CITY COUNCIL

FROM: CITY ADMINISTRATOR

DATE: MARCH 18, 2014

SUBJECT: APPROVAL OF AGREEMENT FOR ACQUISITION OF REAL PROPERTY

FINANCIAL

IMPACT: APPROPRIATION OF \$100,000 IN UNCOMMITTED COMMUNITY FACILITIES FUNDS (Account #503901-6710) TO FISCAL YEAR 2013-14 CAPITAL IMPROVEMENT PROGRAM

INTRODUCTION:

The former City Hall and Police Station property located at 120 S. Bradford Street (APN 339-052-23) was foreclosed upon and reacquired by the original lender in November 2013. The lender has offered the property to the City at a below market-value purchase price. Staff believes that the property, which has an appraised value higher than the purchase price, is worth acquiring for potential use by the City and to address several parking and safety issues related to the adjoining fire station. A "Commercial Property Purchase Agreement" has been executed by the lender and is now submitted for final approval by the City Council. This action will approve the acquisition of the subject property for an agreed upon price of \$525,000, a lease with option to purchase agreement with a private investor that will fund 80% of the purchase price and a corresponding budget amendment to the Fiscal Year 2013-14 Capital Improvement Program to cover the City's share of the purchase price of the property.

RECOMMENDATION:

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

1. Approve the Acquisition Agreement and authorize and direct the City Administrator to execute the Commercial Property Purchase Agreement and any related documents necessary to fund and effectuate the acquisition transaction in a form acceptable to the City Attorney;
2. Approve a lease, with option to purchase, agreement in a form acceptable to the City Attorney with Art Gastelum for a five-year term at a monthly lease payment of \$5,000; and
3. Approve Resolution R-2014-__ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2013-14 IN THE AGGREGATE AMOUNT OF \$100,000 IN COMPLIANCE WITH CITY CHARTER SECTIONS 1206 and 1209 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES.

DISCUSSION:

The subject parcel is located on the east side of Bradford Avenue between Chapman Avenue and Center Street and is the site of the former City Hall and Police Station. The parcel is rectangular in shape and consists of 8,611 square feet. The parcel is presently improved with a single tenant commercial office building of approximately 3,069 square feet.

The buildings and on-site improvements are in average overall condition. The property can generate sufficient rental income to cover operating expenses and provide an adequate rate of return. The overall functional utility of the property is generally competitive with the surrounding properties.

The parcel was last sold by the City in 2005 to a private individual for \$580,000. The owner of the property had amassed over \$70,000 in back property taxes and was in default with the lender, Budget Finance Company. The property was foreclosed upon and reacquired by the lender in November 2013. The lender subsequently offered the property to the City for \$525,000. The price includes all back property taxes, commissions and fees.

The parcel has been appraised by an independent appraiser. The appraised value of the property as of January 29, 2014 is \$670,000. According to the appraiser the value of the property as presently improved exceeds that of the underlying land parcel.

Summary of Acquisition Agreement Terms

Staff has successfully negotiated with the property owner the attached 'Commercial Property Purchase Agreement'. This Agreement includes the following key terms:

PROPERTY LOCATED AT:	120 S. Bradford Avenue, Placentia, California
ASSESSOR PARCEL NUMBER:	339-052-23
SELLERS:	Budget Capital Corporation
BUYER:	Art M. Gastelum with lease option recorded on Title with City
PRICE:	\$525,000, for all property interests and Seller's release of all claims for compensation arising from the property acquisition.
DEPOSIT:	\$10,000 at opening of escrow.
DUE DILIGENCE:	Property Appraisal Building Inspection
ENVIRONMENTAL REMEDIATION:	N/A
CLOSE OF ESCROW:	Close of Escrow shall be within 30 days of execution of the agreement.
FEES AND COST:	Buyer to Normal and customary escrow charges, including title policy costs, to be shared by parties.

Acquisition of the subject property is in the public's interest in that it will enable the City to repurpose the former City Hall and Police Station for other City uses including a possible police substation to support the downtown area and Metrolink Station and to accommodate Community Services staff that currently support programs and services at the E.T. Powell Building which is directly across the street. In addition, acquisition of the property will provide additional parking for the adjoining fire station, which has insufficient parking, and will address a significant safety concern related to the backing in of fire engines from Bradford Avenue. The City is also exploring the possibility of leasing space to private individuals and non-profit organizations. Finally, the subject property, when combined with the adjoining fire station parcel, provides sufficient land area to facilitate the construction of a new fire station. Although there are no immediate plans to construct a new fire station at this time, acquiring the property now at the price that has been negotiated not only secures the land that would be needed for a new fire station, but insures that the City does not have to spend significantly more money to acquire the land in the future.

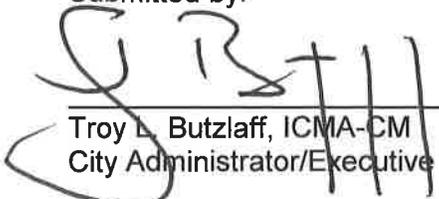
Pursuant to California Government Code § 65402(a), the Planning Commission met on February 25, 2014 and adopted a resolution finding the proposed acquisition of the property and use for commercial office space to be in conformance with the City's General Plan.

Method of Financing:

Currently, the City does not have sufficient resources available to acquire the property outright. To facilitate the purchase of the property, the City has negotiated a lease with option to purchase agreement ("lease-option") with a third-party investor. Under the terms of the lease-option, the third-party investor will fund 80% of the negotiated purchase price leaving the City responsible for payment of the balance (\$100,000) at the close of escrow. As repayment for the investor's cash investment, the City will pay the investor a flat monthly lease payment of \$5,000. The annual rate of interest to be charged is 8.5% and is factored into the monthly lease payment. The lease is for a five-year (5) term. The City can extend the lease for one (1) additional one-year term with a premium payment. After the first year, the City can exercise the option to purchase the property from the investor. A portion of the monthly lease payments will be credited against the outstanding principal balance. For example, if the City were to exercise its option to purchase the property at the end of the third year, the City would pay an outstanding principal balance of \$343,740 to acquire the building.

Funds for the City's share of the purchase price are available in the Community Facilities District. The monthly lease payment will be funded through the Public Safety Mitigation Fund or Community Facilities District Fund. No General Funds will be used in the acquisition of the property. Since this was not a budgeted expense in the current year Capital Improvement Program, a resolution authorizing a budget amendment to the Fiscal Year 2013-14 Capital Improvement Fund is necessary.

Submitted by:



Troy L. Butzlaff, ICMA-CM
City Administrator/Executive Director

Attachments: Agreement for Acquisition of Real Property
Lease Agreement with Option to Purchase
Resolution Authorizing Budget Transfer

2012



COMMERCIAL PROPERTY PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (NON-RESIDENTIAL) (C.A.R. Form CPA, Revised 4/13)

1. OFFER: Date: November 26, 2013
A. THIS IS AN OFFER FROM City of Placentia or Assignee ("Buyer")
B. THE REAL PROPERTY TO BE ACQUIRED is described as 120 Bradford Avenue, Placentia, Orange, California
C. THE PURCHASE PRICE offered is Five Hundred Twenty-Five Thousand (Dollars \$ 525,000.00)
D. CLOSE OF ESCROW shall occur on (date) (or 45 Days After Acceptance)

2. AGENCY:
A. POTENTIALLY COMPETING BUYERS AND SELLERS: Buyer and Seller each acknowledge receipt of a disclosure of the possibility of multiple representation by the Broker representing that principal.
B. CONFIRMATION: The following agency relationships are hereby confirmed for this transaction:
Listing Agent (Print Firm Name) is the agent of (check one) [] the Seller exclusively; or [] both the Buyer and Seller
Selling Agent Paul Kott Realtors, Inc. (Print Firm Name) (if not same as Listing Agent) is the agent of (check one): [] the Buyer exclusively; or [] the Seller exclusively; or [X] both the Buyer and Seller.

3. FINANCE TERMS: Buyer represents that funds will be good when deposited with Escrow Holder.
A. INITIAL DEPOSIT: Deposit shall be in the amount of \$ 10,000.00
(1) Buyer shall deliver deposit directly to Escrow Holder by personal check, [X] electronic funds transfer, [] Other within 3 business days after acceptance
OR (2) (if checked) [] Buyer has given the deposit by personal check (or []) to the agent submitting the offer (or to []), made payable to
The deposit shall be held uncashed until Acceptance and then deposited with Escrow Holder (or [] into Broker's trust account) within 3 business days after Acceptance (or [] Other).
B. INCREASED DEPOSIT: Buyer shall deposit with Escrow Holder an increased deposit in the amount of \$ within Days After Acceptance, or []

C. LOAN(S):
(1) FIRST LOAN in the amount of \$
This loan will be conventional financing or, if checked, [] Seller (C.A.R. Form SFA), [] assumed (C.A.R. Form PAA), [] subject to financing, [] Other
This loan shall be at a fixed rate not to exceed % or, [] an adjustable rate loan with initial rate not to exceed % Regardless of the type of loan, Buyer shall pay points not to exceed % of the loan amount.
(2) [] SECOND LOAN in the amount of \$
This loan will be conventional financing or, if checked, [] Seller (C.A.R. Form SFA), [] assumed (C.A.R. Form PAA), [] subject to financing, [] Other
This loan shall be at a fixed rate not to exceed % or, [] an adjustable rate loan with initial rate not to exceed % Regardless of the type of loan, Buyer shall pay points not to exceed % of the loan amount.

D. ADDITIONAL FINANCING TERMS:
E. BALANCE OF PURCHASE PRICE OR DOWN PAYMENT in the amount of \$ 515,000.00 to be deposited with Escrow Holder within sufficient time to close escrow.
F. PURCHASE PRICE (TOTAL): \$ 525,000.00
G. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Buyer (or Buyer's lender or loan broker pursuant to 3H(1) shall, within 7 (or []) Days After Acceptance, Deliver to Seller written verification of Buyer's down payment and closing costs. (If checked, [] verification attached.)
H. LOAN TERMS:
(1) LOAN APPLICATIONS: Within 7 (or []) Days After Acceptance, Buyer shall Deliver to Seller a letter from lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in 3C above. (If checked, [] letter attached.)
(2) LOAN CONTINGENCY: Buyer shall act diligently and in good faith to obtain the designated loan(s). Obtaining the loan(s) specified above is a contingency of this Agreement unless otherwise agreed in writing. Buyer's contractual obligations to obtain

Buyer's Initials ([Signature]) ()

Seller's Initials ([Signature]) ()



CPA REVISED 4/13 (PAGE 1 OF 10)

Reviewed by _____ Date _____

COMMERCIAL PROPERTY PURCHASE AGREEMENT (CPA PAGE 1 OF 10)

Agent: Paul Kott Phone: (714)772-7000 111 Fax: (714)772-3372 Prepared using zipForm® software
Broker: Paul Kott Realtors, Inc. 1225 W. Lincoln Avenue Anaheim, CA 92805

120 Bradford Avenue

Property Address: Placentia, CA 92870

Date: November 26, 2013

and provide deposit, balance of down payment and closing costs are not contingencies of this Agreement.

(3) LOAN CONTINGENCY REMOVAL:

(i) Within 17 (or _____) Days After Acceptance, Buyer shall, as specified in Paragraph 17, in writing remove the loan contingency or cancel this Agreement;

OR (ii) (if checked) the loan contingency shall remain in effect until the designated loans are funded.

(4) NO LOAN CONTINGENCY (If checked): Obtaining any loan specified above is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result Buyer does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

I. APPRAISAL CONTINGENCY AND REMOVAL: This Agreement is (or, if checked, is NOT) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the specified purchase price. If there is a loan contingency, Buyer's removal of the loan contingency shall be deemed removal of this appraisal contingency (or, if checked, Buyer shall, as specified in paragraph 17B(3), in writing remove the appraisal contingency or cancel this Agreement within 17 (or _____) Days After Acceptance). If there is no loan contingency, Buyer shall, as specified in paragraph 17B(3), in writing remove the appraisal contingency or cancel this Agreement within 17 (or _____) Days After Acceptance.

J. ALL CASH OFFER (If checked): Buyer shall, within 7 (or _____) Days After Acceptance, Deliver to Seller written verification of sufficient funds to close this transaction. (If checked, verification attached.)

K. BUYER STATED FINANCING: Seller has relied on Buyer's representation of the type of financing specified (including but not limited to, as applicable, amount of down payment, contingent or non contingent loan, or all cash). If Buyer seeks alternate financing, (i) Seller has no obligation to cooperate with Buyer's efforts to obtain such financing, and (ii) Buyer shall also pursue the financing method specified in this Agreement. Buyer's failure to secure alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

4. ALLOCATION OF COSTS (if checked): Unless otherwise specified in writing, this paragraph only determines who is to pay for the inspection, test or service ("Report") mentioned; it does not determine in the report who is to pay for any work recommended or identified in the Report.

A. INSPECTIONS AND REPORTS:

- (1) Buyer Seller shall pay for sewer connection, if required by Law prior to Close Of Escrow _____
- (2) Buyer Seller shall pay to have septic or private sewage disposal system inspected _____
- (3) Buyer Seller shall pay to have domestic wells tested for water potability and productivity _____
- (4) Buyer Seller shall pay for a natural hazard zone disclosure report prepared by any reliable company
- (5) Buyer Seller shall pay for the following inspection or report _____
- (6) Buyer Seller shall pay for the following inspection or report _____

B. GOVERNMENT REQUIREMENTS AND RETROFIT:

- (1) Buyer Seller shall pay for smoke detector installation and/or water heater bracing, if required by Law. Prior to Close Of Escrow, Seller shall provide Buyer a written statement of compliance in accordance with state and local Law, unless exempt.
- (2) Buyer Seller shall pay the cost of compliance with any other minimum mandatory government retrofit standards, inspections and reports if required as a condition of closing escrow under any Law.
- (3) Buyer Seller shall pay for installation of approved fire extinguisher(s), sprinkler(s), and hose(s), if required by Law, which shall be installed prior to Close Of Escrow. Prior to Close Of Escrow Seller shall provide Buyer a written statement of compliance, if required by Law.

C. ESCROW AND TITLE:

- (1) Buyer Seller shall pay escrow fee Customary Fees: 50/50
Escrow Holder shall be Paramount Escrow
- (2) Buyer Seller shall pay for owner's title insurance policy specified in paragraph 16E
Owner's title policy to be issued by Orange Coast Title Company
(Buyer shall pay for any title insurance policy insuring Buyer's lender, unless otherwise agreed in writing.)

D. OTHER COSTS:

- (1) Buyer Seller shall pay County transfer tax or transfer fee _____
- (2) Buyer Seller shall pay City transfer tax or transfer fee _____
- (3) Buyer Seller shall pay Owners' Association (OA) transfer fee _____
- (4) Buyer Seller shall pay OA document preparation fees _____
- (5) Buyer Seller shall pay for _____
- (6) Buyer Seller shall pay for _____

5. CLOSING AND POSSESSION:

A. Seller-Occupied or Vacant Units: Possession shall be delivered to Buyer at 5pm or _____ AM PM, on the date of Close Of Escrow; on _____; or no later than _____ Days After Close Of Escrow. If transfer of title and occupancy do not occur at the same time, Buyer and Seller are advised to: (i) enter into a written occupancy agreement (C.A.R. Form PAA, paragraph 2); and (ii) consult with their insurance and legal advisors.

B. Tenant Occupied Units: Possession and occupancy, subject to the rights of tenants under existing leases, shall be delivered to Buyer on Close Of Escrow.

C. At Close Of Escrow, (i) Seller assigns to Buyer any assignable warranty rights for items included in the sale and (ii) seller shall deliver to buyer available Copies of warranties. Brokers cannot and will not determine the assignability of any warranties.

D. At Close Of Escrow, unless otherwise agreed in writing, Seller shall provide keys and/or means to operate all locks, mailboxes, security systems, alarms and garage door openers. If the Property is a unit in a condominium or located in a common-interest subdivision, Buyer may be required to pay a deposit to the Owners' Association ("OA") to obtain keys to accessible OA facilities.

6. SECURITY DEPOSITS: Security deposits, if any, to the extent they have not been applied by Seller in accordance with any rental agreement and current Law, shall be transferred to Buyer on Close Of Escrow. Seller shall notify each tenant, in compliance with the Civil Code.

Buyer's Initials (B) (_____)

Seller's Initials (_____) (_____)

Reviewed by _____ Date _____



7. SELLER DISCLOSURES:

A. ENERGY DISCLOSURE: Seller shall provide Buyer, at least 24 hours prior to execution of this Agreement, the Disclosure Summary Sheet, Statement of Energy Performance, Data Checklist, and the Facility Summary for the building as required by Public Resources Code Section 25402.10 and California Code of Regulations, Title 20, Sections 1680 through 1685. This requirement is effective for a building with total gross floor area square footage as follows: more than 50,000 square feet, July 1, 2013; more than 10,000 square feet and up to 50,000 square feet, January 1, 2014; and at least 5,000 square feet up to 10,000 square feet, July 1, 2014. For more information, see <http://www.energy.ca.gov/ab1103/index.html>

B. NATURAL AND ENVIRONMENTAL DISCLOSURES: Seller shall, within the time specified in paragraph 17, if required by Law: (i) Deliver to Buyer earthquake guides (and questionnaire) and environmental hazards booklet; (ii) even if exempt from the obligation to provide an NHD, disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.

C. ADDITIONAL DISCLOSURES: Within the time specified in paragraph 17, Seller shall Deliver to Buyer, in writing, the following disclosures, documentation and information:

(1) **RENTAL SERVICE AGREEMENTS:** (i) All current leases, rental agreements, service contracts, and other agreements pertaining to the operation of the Property; and (ii) a rental statement including names of tenants, rental rates, period of rental, date of last rent increase, security deposits, rental concessions, rebates, or other benefits, if any, and a list of delinquent rents and their duration. Seller represents that no tenant is entitled to any concession, rebate, or other benefit, except as set forth in these documents.

(2) **INCOME AND EXPENSE STATEMENTS:** The books and records, including a statement of income and expense for the 12 months preceding Acceptance. Seller represents that the books and records are those maintained in the ordinary and normal course of business, and used by Seller in the computation of federal and state income tax returns.

(3) **TENANT ESTOPPEL CERTIFICATES:** (If checked) Tenant estoppel certificates (C.A.R. Form TEC) completed by Seller or Seller's agent, and signed by tenants, acknowledging: (i) that tenants' rental or lease agreements are unmodified and in full force and effect (or if modified, stating all such modifications); (ii) that no lessor defaults exist; and (iii) stating the amount of any prepaid rent or security deposit.

(4) **SURVEYS, PLANS AND ENGINEERING DOCUMENTS:** Copies of surveys, plans, specifications and engineering documents, if any, in Seller's possession or control.

(5) **PERMITS:** If in Seller's possession, Copies of all permits and approvals concerning the Property, obtained from any governmental entity, including, but not limited to, certificates of occupancy, conditional use permits, development plans, and licenses and permits pertaining to the operation of the Property.

(6) **STRUCTURAL MODIFICATIONS:** Any known structural additions or alterations to, or the installation, alteration, repair or replacement of, significant components of the structure(s) upon the Property.

(7) **GOVERNMENTAL COMPLIANCE:** Any improvements, additions, alterations or repairs made by Seller, or known to Seller to have been made, without required governmental permits, final inspections, and approvals.

(8) **VIOLATION NOTICES:** Any notice of violations of any Law filed or issued against the Property and actually known to Seller.

(9) **MISCELLANEOUS ITEMS:** Any of the following, if actually known to Seller: (i) any current pending lawsuit(s), investigation(s), inquiry(ies), action(s), or other proceeding(s) affecting the Property, or the right to use and occupy it; (ii) any unsatisfied mechanic's or materialman's lien(s) affecting the Property; and (iii) that any tenant of the Property is the subject of a bankruptcy.

C. WITHHOLDING TAXES: Within the time specified in paragraph 17A, to avoid required withholding Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law, (C.A.R. Form AS or QS).

8. **ENVIRONMENTAL SURVEY** (If checked): Within _____ Days After Acceptance, Buyer shall be provided a phase one environmental survey report paid for and obtained by Buyer Seller. Buyer shall then, as specified in paragraph 17, remove this contingency or cancel this Agreement.

9. **SUBSEQUENT DISCLOSURES:** In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer of which Buyer is otherwise unaware, Seller shall promptly Deliver a subsequent or amended disclosure or notice in writing, covering those items. However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies disclosed in reports ordered and paid for by Buyer.

10. CHANGES DURING ESCROW:

A. Prior to Close Of Escrow, Seller may only engage in the following acts, ("Proposed Changes"), subject to Buyer's rights in paragraph 17: (i) rent or lease any vacant unit or other part of the premises; (ii) alter, modify, or extend any existing rental or lease agreement; (iii) enter into, alter, modify or extend any service contract(s); or (iv) change the status of the condition of the Property.

B. At least 7 (or _____) Days prior to any Proposed Changes, Seller shall Deliver written notice to Buyer of any Proposed Changes.

11. CONDOMINIUM/PLANNED UNIT DEVELOPMENT DISCLOSURES:

A. **SELLER HAS:** 7 (or _____) Days After Acceptance to disclose to Buyer whether the Property is a condominium, or located in a planned unit development or other common interest subdivision.

Buyer's Initials (JB) (_____)

Seller's Initials (_____) (_____)



120 Bradford Avenue

Property Address: Placentia, CA 92870

Date: November 26, 2013

B. If Property is a condominium, or located in a planned unit development or other common interest subdivision, Seller has 3 (or) Days After Acceptance to request from the OA (C.A.R. Form HOA): (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claim or litigation by or against the OA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of OA minutes for regular and special meetings; and (v) the names and contact information of all OA's governing the Property. (Collectively, "CI Disclosures.") Seller shall itemize and deliver to Buyer all CI Disclosures received from the OA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 17.

12. ITEMS INCLUDED AND EXCLUDED:

A. NOTE TO BUYER AND SELLER: Items listed as Included or excluded in the MLS, flyers or marketing materials are not included in the purchase price or excluded from the sale unless specified in 12B or C.

B. ITEMS INCLUDED IN SALE:

- (1) All EXISTING fixtures and fittings that are attached to the Property.
- (2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar systems, built-in appliances, window and door screens, awnings, shutters, window coverings, attached floor coverings, television antennas, satellite dishes, private integrated telephone systems, air coolers/conditioners, pool/spa equipment, garage door openers/remote controls, mailbox, in-ground landscaping, trees/shrubs, water softeners, water purifiers, security systems/alarms.
- (3) A complete inventory of all personal property of Seller currently used in the operation of the Property and included in the purchase price shall be delivered to Buyer within the time specified in paragraph 17.
- (4) Seller represents that all items included in the purchase price are, unless otherwise specified, owned by Seller. Within the time specified in paragraph 17, Seller shall give Buyer a list of fixtures not owned by Seller.
- (5) Seller shall deliver title to the personal property by Bill of Sale, free of all liens and encumbrances, and without warranty of condition.
- (6) As additional security for any note in favor of Seller for any part of the purchase price, Buyer shall execute a UCC-1 Financing Statement to be filed with the Secretary of State, covering the personal property included in the purchase, replacement thereof, and insurance proceeds.

C. ITEMS EXCLUDED FROM SALE:

13. CONDITION OF PROPERTY: Unless otherwise agreed: (i) Property is sold (a) in its PRESENT physical ("as-is") condition as of the date of Acceptance and (b) subject to Buyer's investigation rights; (ii) The Property including pool, spa, landscaping and grounds, is to be maintained in substantially, the same condition as of the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Seller by Close Of Escrow.

A. Seller warrants that the Property is legally approved as one (1) units

B. Seller shall, within the time specified in paragraph 17, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance claims within the past five years, AND MAKE ANY AND ALL OTHER DISCLOSURES REQUIRED BY LAW.

C. Buyer has the right to inspect the Property and, as specified in paragraph 17, based upon information discovered in those inspections: (i) cancel this Agreement; or (ii) request that seller make Repairs or take other action.

14. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:

A. Buyer's acceptance of the condition of, and any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph and paragraph 17B. Within the time specified in paragraph 17B(1), Buyer shall have the right, at Buyer's expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations"), including, but not limited to, the right to: (i) inspect for lead-based paint and other lead-based paint hazards; (ii) inspect for wood destroying pests and organisms; (iii) review the registered sex offender database; (iv) confirm the insurability of Buyer and the Property; and (v) satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA). Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law.

B. Seller shall make the Property available for all Buyer Investigations. Buyer shall (i) as specified in paragraph 17B, complete Buyer Investigations and, either remove the contingency or cancel this Agreement, and (ii) give Seller, at no cost, complete Copies of all Investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.

C. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is made available to Buyer.

D. Buyer indemnify and Seller protection for entry upon property: Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs of Buyer's Investigations. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination or cancellation of this Agreement and Close Of Escrow.

15. SELLER DISCLOSURES: ADDENDA; ADVISORIES; OTHER TERMS:

A. Seller Disclosures (if checked): Seller shall, within the time specified in paragraph 17A, complete and provide Buyer with a:

Seller Property Questionnaire (C.A.R. Form SPD) OR

Supplemental Contract Features and Statutory Disclosures (C.A.R. Form S3D)

B. Addenda (if checked).

Addendum # one (1) (C.A.R. Form ADM)

Buyer's Initials (LS) (_____)

Seller's Initials (_____) (_____)



Reviewed by _____ Date _____

120 Bradford Avenue
Property Address: Placentia, CA 92870

Date: November 26, 2013

- Wood Destroying Pest Inspection and Allocation of Cost Addendum (C.A.R. Form WPA)
- Purchase Agreement Addendum (C.A.R. Form PAA)
- Short Sale Addendum (C.A.R. Form SSA)
- Buyer's Intent to Exchange Supplement (C.A.R. Form IES)
- Septic, Well and Property Monument Addendum (C.A.R. Form SWPI)
- Other
- Seller Intent to Exchange Supplement (C.A.R. Form SES)
- C. Advisories (if checked):**
 - Probate Advisory (C.A.R. Form PAK)
 - Trust Advisory (C.A.R. Form TA)
 - Buyer's Inspection Advisory (C.A.R. Form BIA)
 - Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
 - REO Advisory (C.A.R. Form REO)
- D. Other Terms:**

16. TITLE AND VESTING:

- A. Within the time specified in paragraph 17, Buyer shall be provided a current preliminary title report, which shall include a search of the General Index, Seller shall within 7 Days After Acceptance, give Escrow Holder a completed Statement of Information. The preliminary report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of the preliminary report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 17B.
- B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except: (i) monetary liens of record unless Buyer is assuming those obligations or taking the property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.
- C. Within the time specified in paragraph 17, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- D. At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. **THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.**
- E. Buyer shall receive a standard coverage owner's CLTA policy of title insurance. An ALTA policy or the addition of endorsements may provide greater coverage for Buyer. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, survey requirements, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and pay any increase in cost.

17. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).

- A. **SELLER HAS:** 7 (or) Days After Acceptance to deliver to Buyer all reports, disclosures and information for which Seller is responsible under paragraphs 4, 7A, B and C, 11A, 12B(3) and (4), 13B, 15A and B and 16. Buyer may give Seller a Notice to Seller to Perform (C.A.R. Form NSP) if Seller has not Delivered the items within the time specified.
- B. (1) **BUYER HAS:** 17 (or) Days After Acceptance, unless otherwise agreed in writing, to:
 - (i) complete all Buyer Investigations; approve all disclosures, reports and other applicable information, which Buyer receives from Seller; and (ii) approve all other matters affecting the Property (including information specified in paragraph 7 and Insurability of Buyer and the Property).
 - (2) Within the time specified in 17B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests.
 - (3) Within the time specified in 17B(1) (or as otherwise specified in this Agreement), Buyer shall Deliver to Seller either (i) a removal of the applicable contingency (C.A.R. Form CR), or (ii) a cancellation (C.A.R. Form CC) of this Agreement based upon a remaining contingency or Seller's failure to Deliver the specified items. However, if any report, disclosure or information for which Seller is responsible is not Delivered within the time specified in 17A, then Buyer has 5 (or) Days After Delivery of any such items, or the time specified in 17B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.
 - (4) **Continuation of Contingency:** Even after the end of the time specified in 17B(1) and before Seller cancels this Agreement, if at all, pursuant to 17C, Buyer retains the right to either (i) in writing remove remaining contingencies, or (ii) cancel this Agreement based upon a remaining contingency or Seller's failure to Deliver the specified items. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to 17C(1).
- C. **SELLER RIGHT TO CANCEL:**
 - (1) **Seller right to Cancel; Buyer Contingencies:** If, within the time specified in this Agreement, Buyer does not, in writing, Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP) may cancel this Agreement. In such event, Seller shall authorize return of Buyer's deposit.
 - (2) **Seller right to Cancel; Buyer Contract Obligations:** Seller, after first Delivering to Buyer a NBP may cancel this Agreement for any of the following reasons: (i) if Buyer fails to deposit funds as required by 3A or 3B; (ii) if the funds deposited pursuant to 3A or 3B are not good when deposited; (iii) if Buyer fails to provide a letter as required by 3H; (iv) if Buyer fails to provide verification as required by 3G or 3J; or (v) if Seller reasonably disapproves of the verification provided by 3G or 3J. In such event, Seller shall authorize return of Buyer's deposit.
 - (3) **Notice To Buyer To Perform:** The NBP shall: (i) be in writing; (ii) be signed by Seller; and (iii) give Buyer at least 2 (or) Days After Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A NBP may not be Delivered any earlier than 2 Days Prior to the expiration of the applicable time for Buyer to remove a contingency or cancel this Agreement or meet an obligation specified in 17C(2).

Buyer's Initials (B) (_____)

Seller's Initials ([Signature]) (_____)



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Reviewed by _____ Date _____

- D. EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES:** If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in a separate written agreement between Buyer and Seller, Buyer shall with regard to that contingency or cancellation right conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for Repairs or corrections, or for inability to obtain financing.
- E. CLOSE OF ESCROW:** Before Seller or Buyer may cancel this Agreement for failure of the other party to close escrow pursuant to this Agreement, Seller or Buyer must first Deliver to the other a demand to close escrow (C.A.R. Form DCE).
- F. EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, Buyer and Seller agree to Sign mutual instructions to cancel the sale and escrow and release deposits, if any, to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Release of funds will require mutual Signed release instructions from Buyer and Seller, judicial decision or arbitration award. A Buyer or Seller may be subject to a civil penalty of up to \$1,000 for refusal to sign such instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1057.3).
- 18. REPAIRS:** Repairs shall be completed prior to final verification of condition unless otherwise agreed in writing. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of receipts and statements to Buyer prior to final verification of condition.
- 19. ENVIRONMENTAL HAZARD CONSULTATION:** Buyer and Seller acknowledge: (i) Federal, state, and local legislation impose liability upon existing and former owners and users of real property, in applicable situations, for certain legislatively defined, environmentally hazardous substances; (ii) Broker(s) has/have made no representation concerning the applicability of any such Law to this transaction or to Buyer or to Seller, except as otherwise indicated in this Agreement; (iii) Broker(s) has/have made no representation concerning the existence, testing, discovery, location and evaluation of, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property; and (iv) Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discovery, location and evaluation of, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property.
- 20. AMERICANS WITH DISABILITIES ACT:** The Americans With Disabilities Act ("ADA") prohibits discrimination against individuals with disabilities. The ADA affects almost all commercial facilities and public accommodations. The ADA can require, among other things, that buildings be made readily accessible to the disabled. Different requirements apply to new construction, alterations to existing buildings, and removal of barriers in existing buildings. Compliance with the ADA may require significant costs. Monetary and injunctive remedies may be incurred if the Property is not in compliance. A real estate broker does not have the technical expertise to determine whether a building is in compliance with ADA requirements, or to advise a principal on those requirements. Buyer and Seller are advised to contact an attorney, contractor, architect, engineer or other qualified professional of Buyer's or Seller's own choosing to determine to what degree, if any, the ADA impacts that principal or this transaction.
- 21. FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final inspection of the Property within 5 (or _____) Days Prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 13; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).
- 22. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are a current lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are a current lien but not yet due. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller. TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.
- 23. SELECTION OF SERVICE PROVIDERS:** Brokers do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Broker or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
- 24. MULTIPLE LISTING SERVICE/PROPERTY DATA SYSTEM:** If Broker is a participant of a Multiple Listing Service ("MLS") or Property Data System ("PDS"), Broker is authorized to report to the MLS or PDS a pending sale and, upon Close Of Escrow, the terms of this transaction to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS or PDS.
- 25. EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
- 26. ATTORNEY FEES:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 34A.
- 27. DEFINITIONS:** As used in this Agreement:
- A. "Acceptance" means the time the offer or final counter offer is accepted in writing by a party and is delivered to and personally received by the other party or that party's authorized agent in accordance with the terms of this offer or a final counter offer.

Buyer's Initials (B) (_____)

Seller's Initials ([Signature]) (_____)



120 Bradford Avenue
Property Address. Placentia, CA 92870

Date: November 26, 2013

- B. "C.A.R. Form" means the specific form referenced or another comparable form agreed to by the parties
- C. "Close Of Escrow" means the date the grant deed, or other evidence of transfer of title, is recorded.
- D. "Copy" means copy by any means including photocopy, NCR, facsimile and electronic.
- E. "Days" means calendar days. However, after Acceptance, the last Day for performance of any act required by this Agreement (including Close Of Escrow) shall not include any Saturday, Sunday, or legal holiday and shall instead be the next Day.
- F. "Days After" means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59 PM on the final day.
- G. "Days Prior" means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
- H. "Deliver", "Delivered" or "Delivery", regardless of the method used (i.e. messenger, mail, email, fax, other), means and shall be effective upon (i) personal receipt by Buyer or Seller or the individual Real Estate Licensee for that principal as specified in paragraph D of the section titled Real Estate Brokers on page 10;
- OR (ii) if checked, per the attached addendum (C.A.R. Form RDN).
- I. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other.
- J. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
- K. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
- L. "Signed" means either a handwritten or electronic signature on an original document, Copy or any counterpart.
28. **ASSIGNMENT:** Buyer shall not assign all or any part of Buyer's interests in this Agreement without first having obtained the written consent of Seller. Such consent shall not be unreasonably withheld, unless otherwise agreed in writing. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement
29. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon, and inure to the benefit of, Buyer and Seller and their respective successors and assigns, except as otherwise provided herein.
30. **COPIES:** Seller and Buyer each represent that Copies of all reports, documents, certificates, approvals and other documents that are furnished to the other are true, correct and unaltered Copies of the original documents, if the originals are in the possession of the furnishing party.
31. **BROKERS:**
- A. **BROKER COMPENSATION:** Seller or Buyer, or both, as applicable, agrees to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.
- B. **BROKERAGE:** Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as specified in this Agreement, in connection with any act relating to the Property, including, but not limited to, inquiries, introductions, consultation and negotiations leading to this Agreement. Buyer and Seller each agree to indemnify, defend, and hold the other, the Brokers specified herein and their agents, harmless from and against any costs, expenses or liability for compensation claimed inconsistent with the warranty and representations in this paragraph.
- C. **SCOPE OF BROKER DUTY:** Buyer and Seller acknowledge and agree that: Brokers: (i) do not decide what price Buyer should pay or Seller should accept; (ii) do not guarantee the condition of the Property (iii) do not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) shall not be responsible for identifying defects that are not known to Brokers(s); (v) shall not be responsible for inspecting public records or permits concerning the title or use of the Property; (vi) shall not be responsible for identifying location of boundary lines or other items affecting title; (vii) shall not be responsible for verifying square footage, representations of others or information contained in inspection reports, MLS or PDS, advertisements, flyers or other promotional material, unless otherwise agreed in writing; (viii) shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller in the course of this representation; and (ix) shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.
32. **JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER**
- A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any relating counter offers and addenda, and any additional mutual instructions to close the escrow: 1, 3, 4, 6, 7C, 15B and D, 16, 17F, 22, 27, 31A, 32, 37, 40 and paragraph D of the section titled Real Estate Brokers on page 10. If a Copy of the separate compensation agreement(s) provided for in paragraph 31A, or paragraph D of the section titled Real Estate Brokers on page 10 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out of Buyer's or Seller's funds, or both, as applicable, the respective Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not specifically referenced above in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions directly from Escrow Holder and will execute such provisions upon Escrow Holder's request. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow.
- B. A Copy of this Agreement shall be delivered to Escrow Holder within 3 business days after Acceptance (or). Escrow holder shall provide Seller's Statement of Information to Title company when received from Seller. Buyer and Seller

Buyer's Initials (RS) (_____)

Seller's Initials ([Signature]) (_____)
Reviewed by _____ Date _____



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COMMERCIAL PROPERTY PURCHASE AGREEMENT (CPA PAGE 7 OF 10)

120 Bradford Avenue
Property Address Placentia, CA 92870

Date: November 26, 2013

authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs the Agreement.

- C. Brokers are a party to the Escrow for the sole purpose of compensation pursuant to paragraph 31A and paragraph D of the section titled Real Estate Brokers on page 10. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 31A, respectively, and irrevocably instructs Escrow Holder to disburse those funds to Brokers at Close Of Escrow, or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement. Escrow Holder shall immediately notify Brokers: (i) if Buyer's initial or any additional deposit is not made pursuant to this Agreement or is not good at time of deposit with Escrow Holder; or (ii) if either Buyer or Seller instruct Escrow Holder to cancel escrow.
 - D. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 2 business days after mutual execution of the amendment.
33. **LIQUIDATED DAMAGES:** If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. Buyer and Seller agree that this amount is a reasonable sum given that it is impractical or extremely difficult to establish the amount of damages that would actually be suffered by Seller in the event Buyer were to breach this Agreement. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award.

Buyer's Initials <u>B</u> / _____	Seller's Initials <u>[Signature]</u> / _____
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34. DISPUTE RESOLUTION:

A. **MEDIATION:** Buyer and Seller agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. Buyer and Seller also agree to mediate any disputes or claims with Broker(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. **THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.** Exclusions from this mediation agreement are specified in paragraph 34C.

B. ARBITRATION OF DISPUTES:

Buyer and Seller agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. Buyer and Seller also agree to arbitrate any disputes or claims with Broker(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the parties mutually agree to a different arbitrator. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 34C.

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

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

Buyer's Initials <u>B</u> / _____	Seller's Initials <u>[Signature]</u> / _____
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C. ADDITIONAL MEDIATION AND ARBITRATION TERMS:

- (1) **EXCLUSIONS:** The following matters shall be excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation and arbitration provisions.
- (2) **BROKERS:** Brokers shall not be obligated or compelled to mediate or arbitrate unless they agree to do so in writing. Any Broker(s) participating in mediation or arbitration shall not be deemed a party to the Agreement.

Buyer's Initials (B) (_____)

Seller's Initials (_____) (_____)



Reviewed by _____ Date _____

120 Bradford Avenue
Property Address: Placentia, CA 92870

Date: November 26, 2013

35. **GOVERNING LAW:** This Agreement shall be governed by the Laws of the state of California.
36. **TERMS AND CONDITIONS OF OFFER:** This is an offer to purchase the Property on the above terms and conditions. The liquidated damages paragraph or the arbitration of disputes paragraph is incorporated in this Agreement if initiated by all parties or if incorporated by mutual agreement in a counter offer or addendum. If at least one but not all parties initial, a counter offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing.
37. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**
38. **AUTHORITY:** Any person or persons signing this Agreement represent(s) that such person has full power and authority to bind that person's principal, and that the designated Buyer and Seller has full authority to enter into and perform this Agreement. Entering into this Agreement, and the completion of the obligations pursuant to this contract, does not violate any Articles of Incorporation, Articles of Organization, By Laws, Operating Agreement, Partnership Agreement or other document governing the activity of either Buyer or Seller.
39. **EXPIRATION OF OFFER:** This offer shall be deemed revoked and the deposit shall be returned, unless the offer is Signed by Seller, and a Copy of the Signed offer is personally received by Buyer, or by _____ who is authorized to receive it by 5:00 PM on the third Day after this offer is signed by Buyer (OR, if checked by _____ (date), at _____ AM PM).
- Buyer has read and acknowledges receipt of a Copy of the offer and agrees to the above confirmation of agency relationships.

Buyer City of Placentia or Assignee
By [Signature] Date November 26, 2013
Print name Troy L. Butzlaff, City Administrator
Address 403 E. Chapman Avenue City Placentia State CA Zip 92870
Telephone (714) 993-8110 Fax (714) 961-0283 E-mail tbutzlaff@placentia.org

Buyer
By _____ Date _____
Print name _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____
Notice Address, If Different _____

Additional Signature Addendum attached (C.A.R. Form ASA).

40. **ACCEPTANCE OF OFFER:** Seller warrants that Seller is the owner of the Property, or has the authority to execute this Agreement. Seller accepts the above offer, agrees to sell the Property on the above terms and conditions, and agrees to the above confirmation of agency relationships. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to deliver a Signed Copy to Buyer.
- (If checked) **SUBJECT TO ATTACHED COUNTER OFFER, DATED** _____

Seller Budget Capital Corporation
By [Signature] Date 12/6/13
Print name Noah Furie, Executive Vice President
Address 1849 Sawtelle Boulevard, Suite 700 City Los Angeles State CA Zip 90025
Telephone (310) 696-4050 Fax _____ E-mail noah@gotobudget.com

Seller
By _____ Date _____
Print name _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____
Notice Address, If Different _____

Additional Signature Addendum attached (C.A.R. Form ASA).

(_____ / _____) **Confirmation of Acceptance:** A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent on (date) _____ at _____ AM PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred.

Buyer's Initials (TB) (_____)

Seller's Initials ([Signature]) (_____)

Reviewed by _____ Date _____



120 Bradford Avenue

Property Address: Placentia, CA 92870

Date: November 26, 2013

REAL ESTATE BROKERS:

- A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.
- B. Agency relationships are confirmed as stated in paragraph 2 above.
- C. If specified in paragraph 3A(2), Agent who submitted offer for Buyer acknowledges receipt of deposit.
- D. **COOPERATING BROKER COMPENSATION:** Listing Broker agrees to pay Cooperating Broker (Selling Firm) and Cooperating Broker agrees to accept out of Listing Broker's proceeds in escrow: (i) the amount specified in the MLS or PDS, provided Cooperating Broker is a Participant of the MLS or PDS in which the property is offered for sale or a reciprocal MLS or PDS; or (ii) (if checked) the amount specified in a separate written agreement (C.A.R. Form CBC) between Listing Broker and Cooperating Broker. Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.

Real Estate Broker (Selling Firm) Paul Kott Realtors, Inc. BRE Lic. # 00871311
 By Paul T. Kott BRE Lic. # 00637576 Date 11/26/2013
 Address 1225 W. Lincoln Avenue City Anaheim State CA Zip 92805
 Telephone (714) 772-7000 Fax (714) 772-3372 E-mail paulkott@paulkottrealtors.com

Real Estate Broker (Listing Firm) _____ BRE Lic. # _____
 By _____ BRE Lic. # _____
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ E-mail _____

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, a deposit in the amount of \$ 10,000.00), counter offer(s) numbered _____ and Other _____, and agrees to act as Escrow Holder subject to paragraph 32 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions, if any.

Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is _____

Escrow Holder Paramount Escrow Escrow # _____
 By Sandy Cordova Date _____
 Address 701 E Ball Road, Suite 102 Anaheim, Cal, Florida 92805
 Phone/Fax/E-mail (714) 300-0909 / (714) 300-0910 / Sandy@paramountescrow.com
 Escrow Holder is licensed by the California Department of Corporations, Insurance, Real Estate. License # _____

PRESENTATION OF OFFER: (_____) Listing Broker presented this offer to Seller on _____ (date)
 Broker or Designee Initials _____

REJECTION OF OFFER: (_____) (_____) No counter offer is being made. This offer was rejected by Seller on _____ (date).
 Seller's Initials _____

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 525 South Virgil Avenue, Los Angeles, California 90020



Reviewed by _____ Date _____



CALIFORNIA
ASSOCIATION
OF REALTORS®

**DISCLOSURE REGARDING
REAL ESTATE AGENCY RELATIONSHIP**

(Selling Firm to Buyer)
(As required by the Civil Code)
(C.A.R. Form AD, Revised 11/12)

(If checked) This form is being provided in connection with a transaction for a leaseholder interest in a dwelling exceeding one year as per Civil Code section 2079.13(f) and (i).

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

SELLER'S AGENT

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

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

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

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

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

To the Buyer and the Seller:

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

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

AGENT REPRESENTING BOTH SELLER AND BUYER

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

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

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

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

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

Buyer Seller Landlord Tenant Date 11/26/2013

SUIT III
City of Placentia or Assignee

Buyer Seller Landlord Tenant Date _____

Agent Paul Kott Realtors, Inc. BRE Lic. # 00871311
Real Estate Broker (Firm)

By Paul T. Kott BRE Lic. # 00637576 Date 11/26/2013
(Salesperson or Broker-Associate) Paul T. Kott

Agency Disclosure Compliance (Civil Code §2079.14):

- When the listing brokerage company also represents Buyer/Tenant: The Listing Agent shall have one AD form signed by Seller/Landlord and a different AD form signed by Buyer/Tenant.
- When Seller/Landlord and Buyer/Tenant are represented by different brokerage companies: (i) the Listing Agent shall have one AD form signed by Seller/Landlord and (ii) the Buyer's/Tenant's Agent shall have one AD form signed by Buyer/Tenant and either that same or a different AD form presented to Seller/Landlord for signature prior to presentation of the offer. If the same form is used, Seller may sign here.

Seller/Landlord Budget Capital Corporation Date 12/6/13 Seller/Landlord _____ Date _____

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Reviewed by _____ Date _____



AD REVISED 11/12 (PAGE 1 OF 2)

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 1 OF 2)

Agent: Paul Kott Phone: (714)772-7000 111 Fax: (714)772-3372 Prepared using zipForm® software
Broker: Paul Kott Realtors, Inc. 1225 W. Lincoln Avenue Anaheim, CA 92805



The following terms and conditions are hereby incorporated in and made a part of the: Residential Purchase Agreement, Manufactured Home Purchase Agreement, Business Purchase Agreement, Residential Lease or Month-to-Month Rental Agreement, Vacant Land Purchase Agreement, Residential Income Property Purchase Agreement, Commercial Property Purchase Agreement, Other _____

dated November 26, 2013 on property known as 120 Bradford Avenue
Placentia, CA 92870

in which City of Placentia or Assignee is referred to as ("Buyer/Tenant")
and Budget Capital Corporation is referred to as ("Seller/Landlord")

This transaction shall be contingent upon the following conditions:

- 1) Seller, at its sole cost and expense, shall evict the current occupant at the property.
- 2) Approval from the City of Placentia City Council and Orange County Fire Authority expected on or before December 17, 2013.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date November 26, 2013

Date 12/6/13

Buyer/Tenant [Signature]
City of Placentia or Assignee

Seller/Landlord [Signature]
Budget Capital Corporation

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ADM REVISED 4/12 (PAGE 1 OF 1)

Reviewed by _____ Date _____



ADDENDUM (ADM PAGE 1 OF 1)

Agent: Paul Kott Phone: (714)772-7000 111 Fax: (714)772-3372 Prepared using zipForm® software
Broker: Paul Kott Realtors, Inc. 1225 W. Lincoln Avenue Anaheim, CA 92805

LEASE WITH OPTION TO PURCHASE

This Lease with Option to Purchase (“Lease”) made and entered into as of March 18, 2014 (“Effective Date”), by and between ART M. GASTELUM (“LESSOR”) and the CITY of Placentia, a Charter CITY and municipal corporation (“CITY”) (collectively the “Parties” sometimes hereinafter) regarding that certain parcel of real property, with improvements thereon, as depicted in Exhibit “A” hereto and commonly referred to as 120 South Bradford Avenue, Placentia, California (“Property”).

A. Recitals.

(i). This Lease is made and entered into based upon the following facts: LESSOR does not currently own the Property, which will be acquired with title thereto being placed in the name of LESSOR. If acquisition of the Property (such acquisition being the “Property Closing”) on or before April 1, 2014 for any reason whatsoever (including the failure to enter into a purchase contract with the current Property owner on terms acceptable to LESSOR, the failure of a subsequent Property Closing condition, or a breach of the acquisition Lease between LESSOR and the current Property owner) then this Lease shall terminate, whereupon the Option Fee shall be returned to CITY.

(ii). All legal prerequisites to the making of this Lease have occurred.

B. Lease with Option to Purchase.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby the parties hereto agree as follows:

1. Lease.

1.1. **Definitions.** In addition to other words and terms defined elsewhere in this Lease, as used herein the following words and terms shall have the following meanings, respectively, unless the context hereof otherwise clearly requires:

Closing - the consummation of the purchase of the Property in accordance with the terms of this Lease.

Closing Date – 15 days after Exercise, or such earlier date as CITY and LESSOR may agree upon.

County - Orange County, California.

Hazardous Materials - any substance, chemical, waste or material that is or becomes regulated by any federal, state or local governmental authority because of its toxicity, infectiousness, radioactivity, explosiveness, ignitability, corrosiveness or reactivity, Including asbestos or asbestos containing material, toxic mold and fungus, the group of compounds known as polychlorinated biphenyls, flammable explosives, oil, petroleum or any refined

petroleum product.

Option Fee - \$100,000.00.

Property - the parcel, with improvements thereon as delineated in Exhibit "A."

Purchase Price - \$525,000.00.

1.2. Rent. The rent for the premises shall be at the rate of \$ 3,419.65 per month. The rent shall be due and payable monthly, in advance, commencing April 1, 2014, and due and payable on or before the first day of each and every month thereafter. Said rent shall be paid to Art M. Gastelum, Gateway Science & Engineering, Inc., Gateway Plaza | 300 North Lake Avenue, Suite 320 | Pasadena, CA 91101 , or any other place designated by LESSOR. Failure to pay required rent on or before said due date constitutes a delinquency and LESSOR may, in addition to its other rights under law, assess a penalty of five percent (5%) for each and every delinquency. The Parties understand and agree that a portion of the monthly rent payable to LESSOR shall be attributed to principal reduction as identified in Exhibit "A" (Principal Amount Reduction).

1.3 Term. The term of this Lease is five (5) years commencing April 1, 2014 and terminating March 31, 2019.

1.4 Property Acceptance. CITY accepts the premises in "as-is" condition and acknowledges LESSOR has not made any representations, express or implied, as to its condition. CITY, as part of the consideration for the premises, agrees at CITY's sole cost and expense, to keep the premises in good condition and repair, and surrender the premises in good condition and repair with the exception of reasonable wear thereof.

1.5 Utilities. CITY shall pay promptly all charges for gas, electricity water, refuse removal, sewer assessment, and other utility bills applicable to the premises during CITY's occupation, and hold LESSOR harmless therefrom.

1.6 Maintenance. CITY is hereby notified that the rent paid reflects the condition of the building. At the sole cost of CITY, CITY shall maintain the premises in good, clean, and safe condition. LESSOR shall not have any responsibility to maintain the premises. CITY is responsible for all repair and/or replacement of glass as necessary and for all cleaning and maintenance of the premises including, but not limited to roof repair, plumbing, heating, electrical and sidewalks. CITY is hereby notified that the roof may leak, or currently leaks, and no roof repairs will be completed by the LESSOR. Damages to CITY's property due to water or building condition are not the responsibility of the LESSOR. CITY rents premises "as is" and is responsible for all maintenance. CITY has the right but not the obligation, to make such roof repairs as reasonably necessary, provided, that the repairs, methods and materials are first approved by LESSOR. CITY shall maintain open space and parking areas in a weed-free groomed condition. Plantings are encouraged. Painting of the building or any part of the premises shall be at the approval of LESSOR. All vehicles in parking area shall be operational

and no sale of vehicles may take place in open spaces or parking area. All signing shall conform to CITY code and permits obtained from CITY Building Inspector.

2. Grant of Option

2.1 Option. Subject to the terms and conditions set forth in this Lease, LESSOR hereby grants to CITY the exclusive right ("Option") to purchase all of LESSOR's right, title and interest in and to the Property. As consideration for the Option, within three (3) business days after opening of escrow between the Parties and the current owner of the Property, CITY covenants to deliver to Escrow Holder the \$100,000.00 Option Fee. Concurrently with the closing of escrow, Escrow Holder shall deliver the Option Fee to LESSOR. If the closing fails to occur by the date specified herein, then LESSOR shall cause the Option Fee to be returned to CITY.

2.2 Term of Option. The term of the Option ("Term") shall commence immediately upon close of escrow and expire on the earlier of the expiration or earlier termination of the Lease. The Parties acknowledge and agree that LESSOR has received good and valuable consideration for this Lease, including the execution and delivery of the Lease.

2.3 Exercise of Option. The Option may be exercised, if at all, only by CITY delivering to LESSOR during the Term an irrevocable written notice of exercise of the Option ("Exercise"), provided, however, that in no event may CITY exercise the Option prior to the completion of the first full twelve (12) months under the Lease.

2.4 Termination of Option. Time is of the essence in the exercise of the Option and if CITY fails to exercise the Option precisely in the manner required herein for any reason whatsoever, including without limitation, matters outside the control of CITY, then this Option and the rights of CITY hereunder shall automatically and immediately terminate without notice. In the event CITY seeks to extend the term of the Option, CITY shall pay an additional \$50,000.00 extension fee to LESSOR for a one year extension.

3. Purchase and Sale of the Property. Subject to the terms, provisions and conditions set forth herein, upon proper and timely exercise, LESSOR hereby agrees to sell the Property to CITY and CITY hereby agrees to purchase the Property from LESSOR.

3.1 Purchase Price for Property. (a). If the Option is exercised and CITY purchases the Property, then the Option Fee shall be applied against the Purchase Price. The balance of the Purchase Price, decreased by the Principal Reduction Amount paid by CITY, shall be paid in full by a wire transfer by CITY into escrow as specified by LESSOR in immediately available federal funds, no later than one (1) day prior to the Closing Date.

(b). The full purchase price for the Property, upon exercise of the Option shall be \$525,000.00, less the Option Fee and all rent payments made by CITY hereunder.

4. Title Review. CITY shall review and approve the state of title as of the date of Closing. LESSOR covenants to cause any liens and other exceptions caused by LESSOR

(without CITY's consent, and excluding any Permitted Exceptions) to be removed by Closing.

5. Inspection

5.1. Natural Hazards Disclosure. Prior to Close of Escrow, CITY covenants to obtain, if required by law, and review an updated Natural Hazards Disclosure for the Property from a reputable real estate compliance reporting company) as may be required by law in connection with the following California laws: California Government Code § 8589.4 (Dam Failure Inundation Areas); § 8589.3 (Special Flood Hazard Area); §§ 51183.4, 51183.5 (Fire Hazard Severity Zone); California Public Resources Code § 2621.9 (Earthquake Fault Zone); California Public Resources Code § 2694 (Seismic Hazard Zone); and California Public Resources Code § 4136 (Wildland Area); and California Civil Code § 1102.3.

5.2. Condemnation. If on or before Closing, the property is subject to pending or threatened action, suit or proceeding to condemn or take all or any part of the Property under the power of eminent domain ("Condemnation"), this Lease will not terminate; rather upon the Closing, LESSOR shall deliver all Condemnation awards received (excluding the portion allocable to CITY under the Lease) and assign the right to any future Condemnation awards. Notwithstanding any Condemnation, there shall be no reduction in the Purchase Price.

5.3. Casualty. If on or before the Closing any fire, storm, accident or other casualty shall have occurred ("Casualty"), this Lease will not terminate; rather upon the Closing, LESSOR shall deliver all insurance proceeds received (excluding any portion payable to CITY under the Lease and less the costs of Casualty repairs incurred by LESSOR prior to Closing) and assign the right to any future insurance proceeds. Notwithstanding the above, LESSOR shall retain any rent loss insurance proceeds relating to the pre-Closing period.

6. CLOSING

6.1. Opening of Escrow. Escrow shall be opened per § 1.4 upon Exercise. Any other funds delivered to Escrow Holder shall be deposited by Escrow Holder into an insured interest bearing account as designated by CITY. CITY is entitled all interest earned on the Deposit. Escrow Holder is hereby directed to disburse funds held by it in accordance with the terms and provisions of this Lease, or as otherwise directed in a writing signed by both CITY and LESSOR. These instructions shall be irrevocable and shall supersede any conflicting provision in Escrow Holder's general conditions or in any escrow instructions executed upon Escrow Holder's request. This Lease shall constitute escrow instructions to Escrow Holder.

6.2. Closing Date. Provided the § 6.3 deliveries have been made, the Closing shall occur on the Closing Date; provided, however, that if the Closing Date falls on a Friday, Saturday, Sunday or holiday the Closing shall occur on the next business day thereafter. The Closing shall take place through escrow at the Escrow Holder's office or at such other place and time as the parties shall mutually agree.

6.3. Closing Deliveries.

6.3.1. By LESSOR. On or before one (1) day prior to the Closing, LESSOR shall deliver or cause to be delivered to Escrow Holder the following, fully executed and acknowledged by LESSOR as applicable:

- (a). A grant deed naming the City of Placentia, a Charter City and municipal corporation as owner of record (“Deed”).
- (b). A FIRPTA affidavit and California Form 590 RE, in a form prepared by Escrow Holder (“Affidavit”).
- (c). Escrow Holder’s settlement statement.
- (d). Any other monies, documents, instruments, records, correspondence or Leases called for hereunder that have not previously been delivered to CITY.

6.3.2. By CITY. On or before one (1) day prior to the Closing, CITY shall deliver, or cause to be delivered, to Escrow Holder the following, fully executed and acknowledged by CITY as applicable:

- (a). The Purchase Price (less the Option Fee and Principal Reduction Amount payments previously paid).
- (b). The amounts described in §§ 6.5 and 6.6.
- (c). Escrow Holder’s settlement statement.
- (d). Any other monies, documents, instruments, records, correspondence or Leases called for hereunder that have not previously been delivered to.
- (e). The Parties understand and agree that CITY shall bear all costs of escrow, including title reports and escrow fees.

6.4. Closing Procedures.

6.4.1. Recordings. Upon receipt of the funds and instruments described in this § 6.4 and written notice to proceed from CITY and LESSOR, Escrow Holder shall record the Deed.

6.4.2. Deliveries. Escrow Holder shall immediately (i) deliver to CITY: a conformed copy of the Deed; the original Assignment; the original Affidavit; and any other documents delivered into escrow by LESSOR; and (ii) deliver to LESSOR: the Purchase Price less the Option Fee and Principal Reduction Amount payments previously paid, and any other documents delivered into escrow by CITY.

6.4.3. Closing Costs. CITY shall pay: (1) all documentary transfer taxes; (2) the

cost of any title insurance policy which CITY may elect to purchase; (3) Escrow Holder's fees and costs; and (4) such other costs and expenses related to the acquisition of the Property or the escrow.

7. LESSOR Representations and Warranties. LESSOR makes the following representations and warranties as of the Effective Date and again as of Closing:

7.1. LESSOR has obtained all necessary authorizations and consents to enable it to execute and deliver this Lease and to consummate the transaction contemplated hereby. This Lease and the other documents to be executed by LESSOR hereunder will have been duly entered into by LESSOR and will constitute legal, valid and binding obligations of LESSOR enforceable in accordance with their respective terms.

7.2. LESSOR is not a "foreign person" within the meaning of § 1445(f)(3) of the Internal Revenue Code of 1986, as amended.

7.3. The execution, delivery and performance of this Lease and the Closing hereunder will not conflict with any Lease, contract or law applicable to LESSOR nor constitute a default under any Lease or instrument to which LESSOR is a party or by which LESSOR or the Property are bound.

7.4. LESSOR has not: (1) made a general assignment for the benefit of creditors; (2) filed any voluntary petition in bankruptcy; (3) received notice of the appointment of a receiver to take possession of all or substantially all of its assets; (4) received notice of the attachment or other judicial seizure of all or substantially all of its assets; (5) admitted in writing its inability to pay its debts as they come due; or (6) made an offer of settlement, extension or composition to its creditors generally.

8. CITY Representations. CITY represents and warrants as of the Effective Date and again as of the Closing as follows:

8.1. CITY has obtained all necessary authorizations and consents to enable it to execute and deliver this Lease and to consummate the transaction contemplated hereby. This Lease and the other documents to be executed by CITY hereunder will have been duly entered into by CITY and will constitute legal, valid and binding obligations of CITY enforceable in accordance with their respective terms.

8.2. The execution, delivery and performance of this Lease and the Closing hereunder will not conflict with any Lease, contract or law applicable to CITY nor constitute a default under any Lease or instrument to which CITY is a party or by which CITY is bound.

8.3. CITY has not (i) made a general assignment for the benefit of creditors; (ii) filed any voluntary petition in bankruptcy against it; (iii) received notice of the appointment of a receiver to take possession of all or substantially all of its assets; (iv) received notice of the attachment or other judicial seizure of all or substantially all of its assets; (v) admitted in writing

its inability to pay its debts as they come due; or (vi) made an offer of settlement, extension or composition to its creditors generally.

8.4. CITY or its consultants/advisors have the expertise, knowledge and experience to analyze the Property. CITY acknowledges that, except for the § 7 representations and warranties, CITY will in no way rely on any records of LESSOR.

9. LESSOR has not made (and specifically negates and disclaims) any representations or warranties, promises, covenants, Leases or guarantees of any kind, character or nature whatsoever, whether express, implied or otherwise, oral, written, of, as to, concerning or relating to any Property Conditions. Before Exercise, CITY will have examined, reviewed and inspected all Property Conditions and other matters which, in CITY's judgment, bear upon the Property and its value and suitability for CITY's purposes. Upon Closing, CITY will acquire the Property solely on the basis of its own physical and financial examinations, review and inspections and the title insurance protection afforded by the owner's title policy. Upon Closing, CITY shall assume the risk that Property Conditions, may not have been revealed by CITY's investigations. **Upon the Closing: (a) CITY represents, warrants, acknowledges and agrees that upon the Closing, CITY will be purchasing the Property on an "AS IS, WHERE IS, WITH ALL FAULTS" basis, without representation or warranty of any kind, character or nature, express, implied or otherwise; and (b) CITY releases LESSOR and all of LESSOR's members, agents and affiliates from, and waives any and all liability, claims, demands, damages and costs (Including attorneys' fees and expenses) of any and every kind or character, known or unknown, for, arising out of, or attributable to, any and all Property Conditions, Including: claims, liabilities and contribution, reimbursement and indemnity rights relating to the presence, discovery or removal of any Hazardous Materials in, at, about or under any Property, or for, connected with or arising out of any and all claims or causes of action based thereon Including any claims made under CERCLA or other similar environmental laws, whether state or Federal, providing for contribution. Except for Reserved Matters, the parties intend that the foregoing release shall be effective with respect to all matters, past and present, known and unknown, suspected and unsuspected. CITY realizes and acknowledges that factual matters now unknown to it may have given or may hereafter give rise to losses, damages, liabilities, costs and expenses which are presently unknown, unanticipated and unsuspected, and CITY further agrees that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that CITY nevertheless hereby intends to release, discharge and acquit LESSOR from any such unknown losses, damages, liabilities, costs and expenses. In furtherance of this intention, the CITY hereby expressly waives any and all rights and benefits conferred upon it by the provisions of California Civil Code § 1542, which provides as follows:**

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

The CITY acknowledges that the foregoing acknowledgments, releases and waivers including the waiver of the provisions of California Civil Code § 1542 were expressly bargained for.

City Initials _____

“Property Conditions” means any matter whatsoever relating to the Property or this Lease or of concern to CITY, including: title; the environmental condition of the Property (including the presence or absence of Hazardous Materials in, on or about the Property and Including: claims, liabilities and contribution, reimbursement and indemnity rights relating to the presence, discovery or removal of any Hazardous Materials in, at, about or under any Property, or for, connected with or arising out of any and all claims or causes of action based thereon Including any claims made under CERCLA or other similar environmental laws, whether state or Federal, providing for contribution); water, soil, pest and geological conditions of the Property; the financial condition of the Property; the suitability of the Property or any and all activities and/or uses which may be conducted thereon; the compliance of or by the Property with any and all laws, rules, ordinances or regulations of any applicable governmental authority or body (Including environmental, zoning, building codes, and the status of any development or use rights respecting the Property); the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property; or the physical condition of the Building, Including construction defects, deferred maintenance or other adverse physical conditions or defects.

10. Brokerage Commissions. LESSOR and CITY each represent and warrant that no real estate commission, broker’s fee or finder’s fee is payable in connection with the transaction contemplated by this Lease. LESSOR indemnifies CITY from and against any and all liabilities, claims, demands, damages, or costs of any kind arising from or connected with any broker’s or finder’s fee or commission or charge (“Broker Claims”) claimed to be due by any person arising from or by reason of the conduct of LESSOR with respect to this transaction.

CITY Indemnifies LESSOR from and against any and all Broker Claims claimed to be due by any person arising from or by reason of the conduct of CITY with respect to this transaction. The provisions of this Section shall survive the Closing hereunder.

11. Defaults.

11.1. CITY Default. The Option Fee is earned as of the Effective Date and is absolutely non-refundable. IF AFTER EXERCISE, ESCROW FAILS TO CLOSE DUE TO CITY’S DEFAULT UNDER THIS LEASE, LESSOR WILL BE DAMAGED AND WILL BE ENTITLED TO COMPENSATION FOR THOSE DAMAGES. SUCH DAMAGES WILL, HOWEVER, BE EXTREMELY DIFFICULT AND IMPRACTICAL TO ASCERTAIN FOR THE FOLLOWING REASONS: (1) THE DAMAGES LESSOR WOULD BE ENTITLED TO IN A COURT OF LAW WILL BE BASED IN PART ON THE DIFFERENCE BETWEEN THE ACTUAL VALUE OF THE PROPERTY AT THE TIME SET FOR THE CLOSING AND A PURCHASE PRICE FOR THE PROPERTY AS SET FORTH IN THIS LEASE; (2) PROOF

OF THE AMOUNT OF SUCH DAMAGES WILL BE BASED ON OPINIONS OF VALUE OF THE PROPERTY, WHICH CAN VARY IN SIGNIFICANT AMOUNTS; AND (3) IT IS IMPOSSIBLE TO PREDICT AS OF THE DATE ON WHICH THIS LEASE IS MADE THE EXTENT TO WHICH THE VALUE OF THE PROPERTY WILL INCREASE AS OF THE DATE SET FOR THE CLOSING. CITY DESIRES TO LIMIT THE AMOUNT OF DAMAGES FOR WHICH CITY MIGHT BE LIABLE SHOULD CITY BREACH THIS LEASE AS AFORESAID. CITY AND LESSOR WISH TO AVOID THE COST AND LENGTHY DELAYS WHICH WOULD RESULT IF LESSOR FILED A LAWSUIT TO COLLECT ITS DAMAGES FOR A BREACH OF THIS LEASE. THEREFORE, IF ESCROW FAILS TO CLOSE DUE TO A CITY DEFAULT AS DESCRIBED ABOVE, \$100,000.00 SHALL BE DEEMED TO CONSTITUTE A REASONABLE ESTIMATE OF LESSOR'S DAMAGES UNDER THE PROVISIONS OF § 1671 OF THE CALIFORNIA CIVIL CODE, AND LESSOR'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF THE FAILURE TO CLOSE ESCROW RESULTING FROM A CITY'S DEFAULT SHALL BE LIMITED TO SUCH AMOUNTS AND LESSOR SHALL HAVE NO RIGHT TO AN ACTION FOR SPECIFIC PERFORMANCE OF ANY PROVISIONS OF THIS LEASE. IN CONSIDERATION OF THE PAYMENT OF SUCH LIQUIDATED DAMAGES, LESSOR WILL BE DEEMED TO HAVE WAIVED ALL OTHER CLAIMS FOR DAMAGES OR RELIEF AT LAW OR IN EQUITY INCLUDING ANY RIGHTS LESSOR MAY HAVE PURSUANT TO §§ 1680 OR 3389 OF THE CALIFORNIA CIVIL CODE. BY INITIALING THIS PROVISION IN THE SPACES BELOW, LESSOR AND CITY EACH SPECIFICALLY AFFIRM THEIR RESPECTIVE LEASES CONTAINED HEREIN AND AGREE THAT SUCH SUM IS A REASONABLE SUM CONSIDERING THE CIRCUMSTANCES AS THEY EXIST ON THE DATE OF THIS LEASE. NOTWITHSTANDING THE FOREGOING, THE PAYMENT OF LIQUIDATED DAMAGES TO LESSOR PURSUANT TO THE FOREGOING SHALL NOT RELEASE CITY OF ITS INDEMNITY OBLIGATION SET FORTH IN SECTION 9, CITY'S OBLIGATION TO PAY ITS SHARE OF ESCROW CANCELLATION FEES IN ACCORDANCE WITH THE PROVISIONS HEREIN OR, IF NECESSARY FOR ATTORNEYS' FEES TO ENFORCE THIS PROVISION.

LESSOR'S INITIALS: _____ CITY'S INITIALS: _____

In the event of a default by CITY resulting in the failure of the Closing, the liquidated damages as provided above shall be LESSOR's sole remedy and LESSOR shall have no further rights against CITY for such CITY's default or for any other CITY default, excepting the covenants contained in Section 9.

12. LESSOR Default. If LESSOR defaults under any of the terms of this Lease prior to Closing and if such default is not cured within ten (10) days after receipt by LESSOR of written notice from CITY, CITY shall be entitled as the sole and exclusive remedy of CITY to either: (1) terminate this Lease; or (2) commence an action for specific performance, provided however that as a condition to specific performance CITY shall have performed all of its obligations hereunder and waived all conditions for CITY's benefit. In no event shall CITY be entitled to actual, punitive or consequential damages. Upon Closing, CITY waives all LESSOR defaults known to CITY. CITY acknowledges and

agrees that its recourse against LESSOR under this Lease for a default by LESSOR hereunder is limited to the remedies set forth in this Section, and in no event shall CITY seek or attempt to obtain any recovery or judgment against any other assets (if any) of LESSOR, or against any of LESSOR's direct or indirect members, partners, directors, officers, employees or shareholders.

13. Notices. All notices, elections, requests and other communication hereunder shall be in writing and shall be deemed given (a) when personally delivered or delivered by reputable overnight courier service; or (b) two (2) business days after being deposited in the United States mail, postage prepaid, certified or registered, or (c) when sent by facsimile before 5:00 p.m. Pacific time on a business day (as evidenced by a confirmation slip from sender's fax machine showing the transmission date and time and recipient's fax number) and otherwise on the next business day. Phone and email addresses are provided for convenience only and shall not constitute effective notice. Notices shall be addressed as follows (or to such other person or at such other address, of which any party hereto shall have given written notice as provided herein):

If to LESSOR:

Art M. Gastelum - President
Gateway Science & Engineering, Inc.
Gateway Plaza, Suite 320
300 North Lake Avenue, Pasadena, CA 91101

If to CITY:

City of Placentia
Attention: City Administrator
401 E. Chapman Avenue
Placentia, California 92870
E-Mail: tbutzlaff@placentia.org

With a copy to:

Andrew V. Arczynski
City Attorney
City of Placentia
1400 N. Brea Blvd.
Fullerton, CA 92835
E-Mail: andrew@arczynskilaw.com

If to Escrow Holder:

14. General Provisions. This Lease: (1) shall be binding upon and shall inure to the benefit of LESSOR and CITY and their respective successors and assigns; (2) is

assignable by CITY to any entity, provided that: (i) such assignment shall be subject to a written assignment executed by assignor and assignee as in form and substance reasonably acceptable to LESSOR, including provisions whereby assignee assumes all of assignor's liability and assignor acknowledges that assignor is not released from liability as a result of the assignment; and (ii) the Lease is being assigned concurrently to such assignee; (3) constitutes the entire Lease of CITY and LESSOR with respect to the purchase and sale of the Property, and supersedes any prior or contemporaneous Lease with respect thereto. No amendment or modification of this Lease shall be binding upon the parties unless made in writing and signed by both LESSOR and CITY; (4) shall not be recorded by any party and, if recorded by any party, the other party hereto may immediately terminate all of its obligations under this Lease, and the party who recorded the Lease shall pay all reasonable costs and attorneys' fees in removing this Lease of record; (5) is governed by and construed in accordance with the laws and customs of the State of California; (6) may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument; (7) may be executed and then delivered by fax or scanned email which shall constitute effective execution and delivery. If any action is instituted between LESSOR and CITY in connection with the enforcement of this Lease or any provision hereof, the party prevailing in such action shall be entitled to recover from the other party all of its reasonable costs in bringing such action, including reasonable attorney fees.

15 Tax-Deferred Exchange. CITY and/or LESSOR ("Exchanger"), at its option, may close the transfer of the Property as an exchange of real property qualifying under § 1031 of the Internal Revenue Code of 1986, as amended. If the Exchanger so elects, then (i) the Exchanger may delegate its obligations and assign its rights under this Lease to a deferred exchange intermediary (an "Intermediary"); (ii) such delegation and assignment shall in no way reduce, modify or otherwise affect the obligations of Exchanger pursuant to this Lease; (iii) Exchanger shall remain fully liable for its obligations under this Lease as if such delegation and assignment shall not have taken place; (iv) Intermediary shall have no liability to the other party, notwithstanding such delegation and assignment; and (v) the Closing of the transfer of the Property shall be undertaken by direct deed from LESSOR to CITY.

[Signature Block on Next Page]

In witness whereof, the parties hereto have executed this Lease as of the Effective Date.

Art Gastelum
LESSOR

Troy L. Butzlaff, ICMA-CM
City Administrator
City of Placentia
CITY

ATTEST: _____
City Clerk

Approved as to form:

Andrew V. Arczynski,
City Attorney

Acceptance: The undersigned hereby accepts its appointment as Escrow Holder under the terms of the foregoing Lease and agrees to follow the terms and provisions thereof as its escrow instructions in connection with the contemplated transactions.

XXXXXXXX Title Company

By: _____

Title: _____

Date: _____, 2014

Approved as to Form:

RESOLUTION NO. R-2014-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2013/14 IN THE AGGREGATE AMOUNT OF \$100,000.00 IN COMPLIANCE WITH CITY CHARTER §§ 1206 AND 1209 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES.

A. Recitals

(i). The adopted budget for the 2013/14 Fiscal Year sets out estimated appropriations for City expenses throughout the year.

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

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

B. Resolution

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

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

2. The adopted budget for Fiscal Year 2013/14, Resolution No. R-2013-33, as heretofore amended, hereby is amended to reflect the following transfer of funds from the Account specified to the Account specified:

Fund	Description	Department	GL Acct. #	Increase (Decrease)
CFD	Land	Admin	503901-6710	100,000.00
CFD	Fund Balance	Admin	0033-3001	(100,000.00)
				\$ 0

PASSED, ADOPTED AND APPROVED this 18th day of March, 2014.

SCOTT NELSON, 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 4th day of March, 2014 by the following vote:

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

PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM:

ANDREW V. ARCZYNSKI, CITY ATTORNEY



PLACENTIA CITY COUNCIL

AGENDA REPORT

TO: CITY COUNCIL

FROM: CITY ADMINISTRATOR

DATE: MARCH 18, 2014

SUBJECT: APPROVAL OF AGREEMENT FOR ACQUISITION OF REAL PROPERTY

FINANCIAL

IMPACT: APPROPRIATION OF \$27,500 IN UNCOMMITTED COMMUNITY FACILITIES FUNDS (Account #503901-6710) TO FISCAL YEAR 2013-14 CAPITAL IMPROVEMENT PROGRAM

INTRODUCTION:

The City is interested in acquiring a vacant parcel located immediately adjacent to State Route 57 and east of Melrose Avenue (APN 339-102-01) as a potential site for an outdoor advertising display. An agreement for the sale of real estate has been executed by the property owner (Suburban Propane) and is now submitted for final approval by the City Council. This action will approve the acquisition of the subject property for an agreed upon price of \$27,500 and a corresponding budget amendment to the Fiscal Year 2013-14 Capital Improvement Program to fund the purchase of the property.

RECOMMENDATION:

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

1. Approve the Acquisition Agreement and authorize and direct the City Administrator to execute the Agreement for Sale of Real Estate and any related documents necessary to fund and effectuate the acquisition transaction in a form acceptable to the City Attorney;
2. Approve Resolution R-2014-__ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2013-14 IN THE AGGREGATE AMOUNT OF \$27,500 IN COMPLIANCE WITH CITY CHARTER SECTIONS 1206 and 1209 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES.

DISCUSSION:

The subject parcel is located east of Melrose Avenue between Orangethorpe Avenue to the south and Crowther Avenue to the north. The parcel is immediately adjacent to State Route 57 and is bounded by rail right-of-way to the north and private property to the east and south. The parcel is triangular in shape and consists of 2,614 square feet. The parcel is presently unimproved. The cost per square foot is \$10.50 which is significantly lower than the average square footage rate in the local area of \$24.26.

4.d.
March 18, 2014

Summary of Acquisition Agreement Terms

Staff has successfully negotiated with the property owner the attached Agreement for the Sale of Real Estate. This Agreement includes the following key terms:

- PROPERTY LOCATED NEAR: 500 Melrose Avenue, Placentia, California
- ASSESSOR PARCEL NUMBER: 339-102-01
- SELLER: Suburban Propane
- BUYER: City of Placentia
- PRICE: \$27,500, for all property interests and Seller's release of all claims for compensation arising from the property acquisition.
- DEPOSIT: \$5,000 at opening of escrow.
- CLOSE OF ESCROW: Close of Escrow shall be within 30 days of execution of the agreement.
- FEES AND COST: Normal and customary escrow charges, including title policy costs, to be shared by parties.

Acquisition of the subject property will enable the City to include this site as a potential location for an outdoor advertising display under the Outdoor Advertising Program.

Pursuant to California Government Code § 65402(a), the Planning Commission met on February 25, 2014 and adopted a resolution finding the proposed acquisition of the property and use for commercial office space to be in conformance with the City's General Plan.

Method of Financing

Funds to purchase this property are available in the Community Facilities District. No General Funds will be used. Since this was not a budgeted expense in the current Capital Improvement Program, a resolution authorizing a budget amendment to the Fiscal Year 2013-14 Capital Improvement Fund is necessary. If the site is used as a location for an outdoor advertising display, the City will seek reimbursement for the purchase price of the property from the outdoor advertising company that places a sign at this location.

Submitted by:



Troy L. Butzlaff, ICMA-CM
City Administrator/Executive Director

Attachments: Agreement for Sale of Real Estate
Resolution Authorizing Budget Transfer

RESOLUTION NO. R-2014-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2013/14 IN THE AGGREGATE AMOUNT OF \$27,500.00 IN COMPLIANCE WITH CITY CHARTER §§ 1206 AND 1209 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES.

A. Recitals

(i). The adopted budget for the 2013/14 Fiscal Year sets out estimated appropriations for City expenses throughout the year.

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

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

B. Resolution

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

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

2. The adopted budget for Fiscal Year 2013/14, Resolution No. R-2013-33, as heretofore amended, hereby is amended to reflect the following transfer of funds from the Account specified to the Account specified:

Fund	Description	Department	GL Acct. #	Increase (Decrease)
CFD	Land	Admin	503901-6710	27,500.00
CFD	Fund Balance	Admin	0033-3001	(27,500.00)
				\$ 0

PASSED, ADOPTED AND APPROVED this 18th day of March, 2014.

SCOTT NELSON, 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 4th day of March, 2014 by the following vote:

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

PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM:

ANDREW V. ARCZYNSKI, CITY ATTORNEY

**AGREEMENT FOR
SALE OF REAL ESTATE**

THIS AGREEMENT, made this 13 day of February, 2014, between SUBURBAN PROPANE, L.P., a Delaware limited partnership, with its principal place of business in Whippany, New Jersey ("Seller") and THE CITY OF PLACENTIA, a Charter City and Municipal Corporation, with a mailing address of 401 E. Chapman Avenue, Placentia, CA 92870 ("Buyer").

WHEREAS, Seller is the owner of the legal and beneficial title to a certain tract of land lying, being and situated on Melrose Avenue, City of Placentia, County of Orange and State of California, Parcel Number 339-102-01 as more fully described in Exhibit A attached hereto and made a part hereof; (the "Premises") and

WHEREAS, Seller desires and agrees to sell and convey to Buyer said Premises; and

WHEREAS, Buyer desires and agrees to purchase from Seller said Premises;

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, and intending to be legally bound hereby, Buyer and Seller agree as follows:

1. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the Premises, together with all buildings, improvements, appurtenances, tenements and hereditaments thereto, but excluding the propane storage tanks, if any, located thereon.
2. The purchase price for the Premises shall be Twenty Seven Thousand Five Hundred and 00/100 Dollars (\$27,500.00) ("Purchase Price") payable to Seller by Buyer as follows:
 - (a) Upon execution of this Agreement, Five Thousand and 00/100 Dollars (\$5,000.00) (the "Deposit") to be held in escrow by Suburban Propane, L.P. in a non-interest bearing account and delivered to Seller at the time of transfer of title to the Premises to Buyer ("Closing" or "Closing of Title").
 - (b) Twenty Two Thousand Five Hundred and 00/100 Dollars (\$22,500.00) to be paid on the Closing of Title, in cash through a wire transfer of funds or by Buyer's certified or cashier's check (subject to adjustment for prorations at Closing).

3. Buyer and Seller agree that Closing of Title shall take place no later than forty-five (45) days following the date of this Agreement unless otherwise agreed to by the parties. At Closing, Seller agrees to transfer ownership of the Premises to Buyer by a duly executed and acknowledged Special Warranty Deed ("Deed"). Such Deed shall be in proper form for recording and shall contain a covenant that the Premises shall not be used for the retail or wholesale sale and/or distribution of liquefied petroleum (LP) Gas, kerosene, or heating oil by Buyer, by any tenant of the Premises, or by any subsequent purchasers acquiring the Premises.

4. Seller shall convey to Buyer at Closing good and clear record title to the Premises, subject to all encumbrances, defects, restrictions or reservations of records and those which an accurate survey would disclose. Seller makes no covenant, representations, claims, or warranties as to the suitability of the Premises or as to the physical condition or value thereof for any purpose whatsoever. Buyer acknowledges that it has inspected the Premises, observed its physical characteristics and existing conditions, and has been afforded the opportunity to conduct such investigation and study on and of the Premises as it deems necessary for the purpose of acquiring the Premises for Buyer's intended use, and Buyer hereby waives as of the Closing, any and all objections to or claims with respect to any and all physical characteristics and existing conditions of the Premises, including, without limitation, (a) the nature, quality or condition of the Premises, including the water, soil and geology; (b) the income to be derived from the Premises; (c) the suitability of the Premises for any and all activities and uses which Buyer may conduct thereon; (d) the compliance of or by the Premises or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body; (e) the habitability, merchantability or fitness for a particular purpose of the Premises; (f) any hazardous materials in, at, on, under or related to the Premises; or (g) any other matter with respect to the Premises. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT THE PREMISES ARE TO BE SOLD AND CONVEYED TO, AND PURCHASED AND ACCEPTED BY, BUYER IN ITS PRESENT CONDITION, "AS IS" AND WITH ALL FAULTS, AND BUYER HEREBY ASSUMES THE RISK THAT ADVERSE PAST, PRESENT OR FUTURE PHYSICAL CHARACTERISTICS AND CONDITIONS MAY NOT HAVE BEEN REVEALED BY ITS INSPECTION OR INVESTIGATION.

5. Buyer hereby agrees to indemnify, defend and hold Seller and its successors and assigns harmless against and in respect of any and all claims, demands, actions, proceedings, losses, costs, expenses (including attorneys' fees), obligations, injuries, liabilities and damages, that arise or result from:

- (a) the Buyer's ownership, use and/or operation of the Premises on or after the date of the Closing of Title, or which Seller may incur by reason of Buyer's breach of any of its commitments or covenants under this Agreement (or any ancillary agreements connected to the subject transaction); and
- (b) the presence, release or migration of hazardous substances of any kind at, in, on or under the Premises which condition occurs during the time period between the Closing of Title to the Premises and such time as Buyer transfers ownership of/title to the Premises to a third party.

Notwithstanding anything to the contrary contained in this Agreement, Buyer's obligations pursuant to this Section 5 shall survive the termination of this Agreement and/or the purchase of the Premises contemplated herein and the delivery of the Deed to Buyer.

6. Seller grants to Buyer and its employees and representatives effective with the date of this Agreement, the right to enter upon the Premises and make, or cause to be made, at Buyer's expense and with the cooperation of Seller, such surveys, investigations, engineering tests, test borings, percolation and other soil and ground-water tests, and any other tests as may be necessary to determine any physical conditions which, in Buyer's sole discretion, will interfere with or prevent the transfer or use of the Premises for the purposes desired by Buyer. Such tests shall be performed in a workmanlike manner upon reasonable advance notice to Seller with a minimal disruption to Seller's operation of its business. Buyer and Seller agree that the timing of all such environmental inspections and testing will be subject to Seller's prior written consent, such consent not to be unreasonably withheld, and shall include the right of Seller to have its representatives present on the Premises to observe the conduct of such environmental inspection and testing. Buyer shall provide to Seller, as soon as the same is available to Buyer, a copy of all reports or other written materials, whether in physical or electronic format, and other information, and a written summary of all material information communicated orally, furnished as a result of such inspections and testing and, in the case of any draft Phase 1 report, prior to any final report being issued, Buyer shall afford reasonable opportunity for Seller to review such draft report and address any issues or potential issues raised by the draft report. Upon completion of any such tests, Buyer will restore the Premises to its condition prior to such tests.

- (a) All such tests shall be completed within thirty (30) days following the date of this Agreement. If, from the inspections made by Buyer, Buyer reasonably determines that the physical condition of the Premises is in any way contaminated with any hazardous substance or is unsatisfactory for the

operation of its proposed facility thereon, Buyer shall have the option of terminating this Agreement. Such option, to be validly exercised, must be delivered in writing to Seller not later than thirty (30) days following the date of this Agreement, or the option shall lapse.

- (b) Buyer shall indemnify and defend Seller against and hold Seller harmless from any and all claims, demands, actions, proceedings, losses, costs, expenses (including attorneys' fees), obligations, injuries, liabilities and damages, that arise or result from or in connection with Buyer's entry upon the Premises for the foregoing inspections, testing and related purposes. Notwithstanding anything to the contrary contained in this Agreement, Buyer's obligations pursuant to this Section 6(b) shall survive the termination of this Agreement and shall continue until all of such obligations in this Section 6(b) have been fully performed by Buyer, and all amounts to be paid by Buyer have been paid.
7. For each and every contingency within this Agreement, Buyer agrees to give Seller written notice within the relevant time period of Buyer's exercising its rights under any such contingency clause. If Buyer fails to so notify Seller, said contingency shall be deemed waived and Buyer's rights to terminate the Agreement thereunder shall expire. Thereafter the Deposit shall become non-refundable.
 8. Subject to Section 7 hereinabove, if this Agreement is cancelled pursuant to any right to do so under this Agreement, Buyer shall be entitled to the return of the Deposit and except as otherwise provided in this Agreement, the parties shall be free of liability to each other.
 9. Seller shall be responsible for any damage to the Premises, except normal wear and tear and as otherwise provided herein, from the date of this Agreement until the Closing of Title.
 10. Buyer shall be responsible for securing its own title report and survey upon the Premises at its sole cost and expense. Buyer agrees to supply Seller with a copy of any title report and survey obtained by Buyer, regarding the Premises.
 11. All real property taxes, assessments, municipal water charges, sewer charges and rents for the current tax year shall be prorated between Seller and Buyer as of the Closing of Title. Buyer shall be solely responsible for the payment of any transfer or other taxes as may be required to be paid in connection with the transaction provided for herein, including any stamp excise and deed transfer taxes. Buyer shall be solely responsible for any recording fees for the Deed on behalf of Buyer.

12. The parties agree that Paul Kott Realtors, Inc. is entitled to a commission to be paid by Seller upon Closing and conveyance of Title to the Premises to Buyer. This covenant shall survive delivery of the Deed.

13. All notices given pursuant to this Agreement shall be in writing and sent by certified mail to the parties at the following addresses:

If to Buyer: The City of Placentia
401 E. Chapman Avenue
Placentia, CA 92870
Attention: Troy Butzlaff – City Administrator
714-992-8117

With Copy to: City Attorney
1400 N. Brea Blvd.
Fullerton, CA 92835-3538
Attention: Andrew Arczynski
714-578-8838

If to Seller: Suburban Propane, L.P.
240 Route 10 West
P. O. Box 206
Whippany, NJ 07981
Attn: Susan G. Delia – Sr. Real Estate Manager
Phone: 973-503-9120
Fax: 973-503-9081
Email: sdelia@suburbanpropane.com

14. This Agreement, together with any Exhibit(s) and related documents, constitutes the entire Agreement to convey the Premises between the parties hereto and supersedes all prior correspondence, conversations and negotiations, except as specifically otherwise provided herein. Said Agreement shall not be changed except by written amendment signed by all parties hereto.

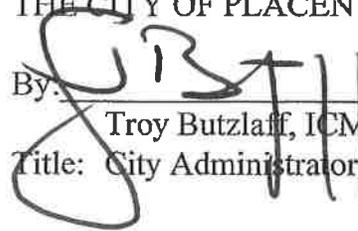
15. This Agreement and the covenants hereof shall bind and inure to the benefit of the parties hereto, and their respective heirs, personal representatives, successors and assigns.

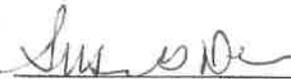
16. This Agreement shall be governed and construed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be properly executed the day and year aforesaid.

Witness:

Tania Moreno, Deputy City Clerk

(Buyer)
THE CITY OF PLACENTIA
By: 
Troy Butzlaff, ICMA-CM
Title: City Administrator

Witness:


(Seller)
SUBURBAN PROPANE, L.P.
By: 
Paul Abel
Title: Vice President, General Counsel &
Secretary

APPROVED AS TO FORM:

CITY ATTORNEY
CITY OF PLACENTIA

Exhibit A

That portion of Block "H" of the Kraemer Tract, as shown on map recorded in Book 12, Pages 87 and 88 of the Miscellaneous Records of Los Angeles County, as acquired by the State of California by Deed A6078, Recorded in Book 8140, Page 906, Official Records of said Orange County, bounded southerly the northerly line of that parcel of land conveyed to parcel 1 of Director's Deed D-A6087, recorded in Book 9467, Pages 210 through 212, inclusive, of said official records and bounded westerly by the northerly prolongation of the westerly line of said parcel 1.