



## Regular Meeting Agenda

April 7, 2015

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

Chad P. Wanke  
Mayor

Jeremy B. Yamaguchi  
Mayor Pro Tem

Craig S. Green  
Council Member

Scott W. Nelson  
Council Member

Constance M. Underhill  
Council Member

Patrick J. Melia  
City Clerk

Kevin A. Larson  
City Treasurer

Damien R. Arrula  
Acting City Administrator

Andrew V. Arczynski  
City Attorney

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

**Phone: (714) 993-8117**

**Fax: (714) 961-0283**

**Email:**

**administration@placentia.org**

**Website: www.placentia.org**

### *Mission Statement*

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

### *Vision Statement*

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

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

### **Procedures for Addressing the Council/Board Members**

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

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

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

### **Special Accommodations**

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

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

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

**PLACENTIA CITY COUNCIL  
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE  
PLACENTIA REDEVELOPMENT AGENCY  
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY  
REGULAR MEETING AGENDA – EXECUTIVE SESSION  
April 7, 2015  
5:30 p.m. – City Council Chambers  
401 E. Chapman Avenue, Placentia, CA**

**CALL TO ORDER:**

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

**ORAL COMMUNICATIONS:**

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

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

**CITY COUNCIL:**

1. Pursuant to California Government Code § 54956.9(d)(4) for Conference with Legal Counsel Regarding the Initiation of Litigation - One (1) Item
2. Pursuant to Government Code Section 54957(b)(1) for Performance Evaluation of Public Employees:
  - a. City Administrator
  - b. City Attorney
3. Pursuant to Government Code Section 54956.8 Conference with Real Property Negotiator:
  - a. Property: 207-209 W. Crowther Ave APN: 339-402-05; 07; 08; 11  
City Negotiator: Damien R. Arrula, Acting City Administrator  
Negotiating Parties: Patrick Helgeson, Newport Equities  
Under Negotiations: Price and Terms of Payment

**SUCCESSOR AGENCY:** None

**ICDA:** None

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

**PLACENTIA CITY COUNCIL  
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE  
PLACENTIA REDEVELOPMENT AGENCY  
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY  
REGULAR MEETING AGENDA  
April 7, 2015  
7:00 p.m. – City Council Chambers  
401 E. Chapman Avenue, Placentia, CA**

**CALL TO ORDER:**

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

**INVOCATION:** Police Chaplain Kenneth Milhandler

**PLEDGE OF ALLEGIANCE:**

**PRESENTATIONS:**

- a. **Proclamation Declaring the Month of April 2015, as DMV/Donate Life California Month**  
Recipient: Donate Life Ambassador Veronica Cosme  
Presenter: Mayor Wanke
- b. **Proclamation Declaring the Week of April 12-18, 2015 as National Volunteers Week**  
Recipient: Community Services Coordinator Felipe Zambrano  
Presenter: Mayor Wanke

**EXECUTIVE SESSION REPORT:**

**CITY ADMINISTRATOR REPORT:**

**ORAL COMMUNICATIONS:**

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

**CITY COUNCIL/BOARD MEMBERS COMMENTS AND REPORTS:**

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

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

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

**COUNCIL/SUCCESSOR AGENCY/ICDA CONSENT CALENDAR:**

- a. **Consideration to Waive Reading in Full of all Ordinances and Resolutions**  
Fiscal Impact: None  
Recommended Action: Approve.
- b. **Minutes**  
**City Council/Successor/ICDA Regular Meeting – February 17, and March 3, 2015**  
Recommended Action: Approve.
- c. **City Fiscal Year 2014-15 Check Register for April 7, 2015**  
Fiscal Impact: \$2,270,761.77  
Recommended Action: It is recommended that the City Council:  
1) Receive and file.

**COUNCIL CONSENT CALENDAR:**

- d. **Amendment to Joint Agreement for the Operation, Maintenance and Financial Management of the Orange County 800 Megahertz Countywide Coordinated Communications System**  
Fiscal Impact: The total estimated cost for the system upgrade is \$1,387,410, with a cost of approximately \$167,000 per year over the next 10 fiscal years. This system upgrade is currently included in the Capital Improvement Program for the total estimated amount.  
Recommended Action: It is recommended that the City Council:  
1) Approve the Amendment to Joint Agreement with the County of Orange; and  
2) Authorize the Acting City Administrator and/or his designee to execute all the necessary documents to effectuate these actions.
- e. **Acceptance of Construction Work for the Demolition and Clean Up of the Placentia Packing House**  
Fiscal Impact: Expense: \$447,440 for Demolition Services  
Potential Offsetting Revenue: \$343,176 (Developer Funding)  
Budgeted: \$447,440 (Account No.: 333552-6185 J/L 61133)  
Recommended Action: It is recommended that the City Council:  
1) Accept the work performed by Unlimited Environmental, Inc., for the Demolition and Clean Up of the Placentia Packing House Project in the total amount of \$447,440; and  
2) Authorize the City Engineer to file a Notice of Completion with the Orange County Clerk Recorder's Office for the Project; and  
3) Authorize the City Engineer to release retention funds in accordance with the terms of the contract; and  
4) Adopt Resolution No. R-2015-08, A Resolution of the City Council of the City of Placentia, California, Authorizing a Budget Amendment in Fiscal Year 2014-15 in Compliance with City Charter §§ 1206 and 1209 Pertaining to Appropriations for Actual Expenditures.

**2. PUBLIC HEARING:**

- a. **Public Hearing and Tabulation of Ballots for Annexation into Community Facilities District No. 2014-01; Approval of Resolution Ordering Levy of Assessments (If Approved)**  
Fiscal Impact: \$8,977.50 (Fiscal Year 2015-2016), \$18,425.50 (Build Out)  
Recommended Action: It is recommended that the City Council:  
1) Hold a public hearing for the annexation of Tract 17145 (Terraza) into Community Facilities District No. 2014-01; and

- 2) After conclusion of the public input portion of the public hearing, close the balloting period; and
- 3) Hear and accept the ballot results from the City Clerk; and
- 4) Close the public hearing and adopt the Resolution No. R-2015-09, A Resolution of the City Council of the City of Placentia, California, Making Certain Findings, Certifying the Results of an Election and Adding Property to Community Facilities District No. 2014-01 (Public Services), Annexation No.1.

**b. Historical Resources Ordinance**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Open the Public Hearing, receive public testimony and close the Public Hearing; and
- 2) Introduce for first reading, by title only, Ordinance No. O-2015-01, "An Ordinance of the City Council of the City of Placentia Adding a New Chapter 23.06 to Title 23 (Zoning Ordinance) of the Placentia Municipal Code Pertaining to Historical Resources [Zoning Code Amendment 2015-01]".

**3. OLD BUSINESS:**

**a. Appointment to General Plan Advisory Committee**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Appoint one (1) member of the City Council to serve on the General Plan Advisory Committee (GPAC).

**4. NEW BUSINESS:**

**a. Award of Contract for Financial Auditing Services**

Fiscal Impact: Expense: \$56,273.00 (To Be Budgeted in Fiscal Year 2015-16)

Recommended Action: It is recommended that the City Council:

- 1) Authorize the Acting City Administrator to enter into a contract, in a form approved by the City Attorney, with Lance, Soll & Lunghard, LLP for auditing services for fiscal years 2015-16, 2016-17 and 2017-18 with the option for two (2) additional fiscal years at the discretion of City Council.

**b. Discussion and/or Action Regarding Newport Equities, LLC Proposed Development and the Purchase and Sale Agreement for the Former Packing House Site Located at 207-209 W. Crowther Avenue**

**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 April 21, 2015 at 5:30 p.m

***In  
Memory  
of***

***Fred Holp  
Long time Placentia Resident***

***Jack Faley  
Long time Placentia Resident and Director of CSUF Special Games***

### **TENTATIVE AGENDA FORECAST**

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

April 21, 2015

- Second Reading and Adoption of the Historical Resources Ordinance
- Approval of Agreement Extension with Western Transit Services for Senior Mobility Program
- Community Development Block Grant- Economic Development Job Program
- Award of Contract to Greensfield for Installation of Outdoor Exercise Equipment
- Approval of Resolution Authorizing the Temporary Suspension of Regulatory Ordinances Pertaining to the Operation of the Placentia Rotary Club Cowabunga Fundraiser at Kraemer Memorial Park
- Approval of Resolution Authorizing the Temporary Suspension of Regulatory Ordinances Pertaining to the Operation of the Placentia Chamber of Commerce and Placentia Community Foundation Taste of the Town Fundraiser at Tri-City Park
- Refuse Administration Fund
- AB 1217
- Waste Disposal Amendment

### **CERTIFICATION OF POSTING**

I, Rosanna Ramirez, Interim Chief Deputy City Clerk of the City of Placentia and Assistant Secretary of the Industrial Commercial Development Authority and Successor Agency, hereby certify that the Agenda for the April 7, 2015 meetings of the City Council, Successor Agency, and Industrial Commercial Development Authority was posted on April 2, 2015.

---

Rosanna Ramirez,  
Interim Chief Deputy City Clerk

# **PRESENTATION – A**

## **PROCLAMATION DECLARING THE MONTH OF APRIL 2015, AS DMV/ DONATE LIFE CALIFORNIA MONTH**

Mayor Wanke to present proclamation to Donate Life Ambassador Veronica Cosme declaring the Month of April, 2015 as DMV/Donate Life California Month.

DMV/ Donate Life California is a non-competitive 5k/1k Run/Walk to educate and inspire the community about organ and tissue donation while benefiting Donate Life California Organ and Tissue Donor Registry. More than 23,000 individuals nationwide and more than 23,000 in California are currently on the national organ transplant waiting list.

**Presenter: Mayor Wanke**

**Recipient: Donate Life Ambassador Veronica Cosme**

## **PRESENTATION – B**

### **PROCLAMATION DECLARING THE WEEK OF APRIL 12-18, 2015 AS NATIONAL VOLUNTEERS WEEK**

Mayor Wanke to present proclamation to Community Services Coordinator Felipe Zambrano declaring the Week of April 12-18, 2015 as National Volunteers Week.

National Volunteers Week in the City of Placentia celebrates all volunteers who actively seek to improve the community. These volunteers continuously help their Community with limitless tenacity and compassion.

**Presenter: Mayor Wanke**

**Recipient: Community Services Coordinator Felipe Zambrano**

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

**CALL TO ORDER:** Mayor/Board Chair Wanke called the meeting to order at 5:42 p.m.

**ROLL CALL:**

**PRESENT:** Councilmember/Board Member Green, Underhill, Yamaguchi, Wanke  
**ABSENT:** Nelson (Excused)

**ORAL COMMUNICATIONS:** None

**CITY COUNCIL:**

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

**SUCCESSOR AGENCY:** None

**ICDA:** None

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

**CALL TO ORDER:** Mayor/Board Chair Wanke called the meeting to order at 7:13 p.m.

**ROLL CALL:**

PRESENT: Councilmember/Board Member Green, Nelson, Underhill, Yamaguchi, Wanke

ABSENT: None

**STAFF PRESENT:** Acting City Administrator/Executive Director Damien R. Arrula; City Attorney/Authority Counsel, Andrew V. Arczynski; Director of Administrative Services, Steve Pischel; Chief Financial Officer Linda G. Magnuson; Chief of Police Ward Smith; Director of Community Services Jonathan K. Nicks; Public Works Manager Michael McConaha; Interim Chief Deputy City Clerk Rosanna Ramirez; City Clerk Specialist, Candice Martinez

**INVOCATION:** Police Chaplin Ciro Beltran

**PUBLIC OATH OF OFFICE:**

City Clerk Melia administered the Oath of Office to Kevin Larson.

City Treasurer Larson thanked City Council for his appointment as City Treasurer.

**PRESENTATIONS:**

- a. **Proclamation Designating the Month of February, 2015 as Career Technical Education Month**

Recipient: Linda Skipper, ROP Administrator of Instructional Programs

Presenters: Mayor Wanke

Mayor Wanke presented a proclamation designating the month of February as 2015 Career Technical Month to ROP Administrator Linda Skipper. Ms. Skipper, on behalf of North ROP, thanked the City for their support and gave a brief description of the programs and classes offered.

**EXECUTIVE SESSION:**

City Attorney Arczynski reported on the litigation case: Withrow v. Placentia, etc., et al, Orange County Superior Court Case No. 30-2014-00711735-CU-WM-CJC, the City Council has authorized the settlement of the action with the parties bearing their own costs in attorney fees, and the City will pay nothing to the plaintiffs. The City will forward the settlement agreement for filing and dismissal of the action with the court.

City Attorney Arczynski reported on the litigation case: Sipple vs Alhambra, Placentia, et al, Los Angeles Superior Court Case No. BC462270, it was recommended that the City Council retain Michael Colantuono, who will be retained as Counsel of record for the City of Placentia. He noted that it is anticipated the City's shared costs of the litigation would be less than \$2,000, and requested that the City Council authorize the Acting City Administrator to execute the substitution of attorney form.

City Attorney Arczynski stated that there are no other reportable actions from executive session.

**CITY ADMINISTRATOR REPORT:**

Acting City Administrator Arrula announced the next Community Workshop for the General Plan update will be February 25, 2015 from 6:00 p.m. to 8:00 p.m. at the Backs Community Building. He announced the State of the City Address will be hosted by the Placentia Chamber of Commerce on February 26, 2015 at 11:30 a.m. at the Alta Vista Country Club.

### **ORAL COMMUNICATIONS:**

Robert Sacket, resident, expressed his concerns regarding illegal dumping and parking on Fee Ana Street and requested for the City to look into this matter.

Linda Lucio, resident, expressed her concerns regarding comments made by a Councilmember during a council meeting regarding the hiring processes in different agencies and recited the City Charter regarding the hiring of employees and Council's authority as it relates to employment.

David Harman, resident, expressed his concerns regarding the lack of trees in certain parts of the City. He requested to plant a tree in the easement but noted that there is a moratorium for said property. Acting City Administrator Arrula noted that City Staff will look into the matter and contact Mr. Harman with any further details.

Jeff Buchanan, resident, requested for the City to plant additional trees throughout the City. He expressed his concerns regarding the funding of the ceremony for outgoing City Administrator Butzlaff, agenda item 1.c. and requested the City to update the minutes on the City website, and item 1.g. noting that extended timeline for the development of cell tower site. He expressed his concerns regarding comments made by a Councilmember during a January 2015 Council meeting.

### **CITY COUNCIL/BOARD MEMBERS COMMENTS AND REPORTS:**

Councilmember Green noted that he attended Orange County Fire Authority orientation meeting for new board members. He recognized his Uncle Milton Green, World War II Navy Veteran, who was in attendance tonight for the City Council meeting.

Councilmember Nelson thanked Councilmember Green's uncle for his services. He noted he was recognized and complimented for participating in the Placentia Library's "Happy" video this past summer.

Councilmember Underhill addressed Mr. Buchanan's comments, and noted that she has been in communication with the families directly. She congratulated the 2015 Ms. Placentia/Yorba Linda Court winners. She noted that she attended the swearing in ceremony for Police Chief Ward Smith, and the ceremony recognizing outgoing City Administrator Troy Butzlaff.

Mayor Pro Tem Yamaguchi congratulated the 2015 Ms. Placentia/Yorba Linda Court winners. He announced the State of the City event on Thursday, February 26, 2015. He commented on the Fee Ana Street issues and requested Staff to look into the matter. He commented on the City Charter issues that were brought up during public comments and recited a part of the City Charter discussing the roles of Staff and City Council.

Mayor Wanke noted that he attended the ceremony recognizing outgoing City Administrator Butzlaff and noted that no City funds were used for the event. He noted that he attended Chief of Police Smith's swearing in ceremony, and the China/United States business association art exhibit. He addressed comments made regarding the research of hiring processes, and noted that this was to be used as a budgetary tool for the City. He invited all residents to contact the City Council office with any concerns that they may have.

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

A motion was made by Councilmember Nelson, seconded by Mayor Pro Tem Yamaguchi, and carried a (5-0) vote, to approve Consent Calendar Items Nos. 1.a. through 1.h. Mayor Wanke removed item 1.c. for separate discussion. Mayor Pro Tem Yamaguchi removed item

1.g. for separate discussion. Councilmember Green removed item 1.f. for separate discussion.

**COUNCIL/SUCCESSOR AGENCY/ICDA CONSENT CALENDAR:**

**a. Consideration to Waive Reading in Full of all Ordinances and Resolutions**

Fiscal Impact: None

Recommended Action: Approve.

**(5-0, as recommended)**

**b. City Fiscal Year 2014-15 Check Register for February 17, 2015**

Fiscal Impact: \$786,440.51

Recommended Action: It is recommended that the City Council:

1) Receive and file.

**(5-0, as recommended)**

**COUNCIL CONSENT CALENDAR:**

**c. Approval of Final Map of Tract 17145, Including a Conditional Acceptance of the Offers of Dedication, Approval of the Subdivision Improvement Agreement, and Acceptance of the Subdivision Improvement Bonds**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

1) Approve the Final Map of Tract 17145, subject to review and approval by the County Surveyor, and conditionally accept the offers of dedication shown thereon; and

2) Authorize the City Clerk to sign the Final Map; and

3) Approve the Subdivision Improvement Agreement, and authorize the Mayor and City Clerk to execute the same in a form approved by the City Attorney; and

4) Accept the Subdivision Improvement Bonds (Faithful Performance Bond No. 0187207, issued by Berkley Insurance Company, in the amount of \$1,235,986.50, and Labor and Material Bond No. 0187207, issued by Berkley Insurance Company, in the amount of \$ 1,235,986.50), which accompany the Subdivision Improvement Agreement.

**(5-0, as recommended)**

City Attorney Arczynski noted that there are a number of easements for Tract Map 17145 and the conditional offer of acceptance states that the City will accept the offered dedications once they have been installed and properly built. He noted that the City's policy entails that the City does not take fee titles of the property because it will be too costly for the City to maintain.

A motion was made by Councilmember Underhill, seconded by Mayor Pro Tem Yamaguchi, and carried a (5-0) vote to approve the recommended action.

**d. Resolution of Intent to Annex Territory to Public Services Community Facilities District (2014-01)**

Fiscal Impact: \$8,977.50 (FISCAL YEAR 2015-2016)

\$18,425.50 Approximately (UPON DEVELOPMENT BUILD OUT)

Recommended Action: It is recommended that the City Council:

- 1) Accept the petition from Beazer Homes Holdings Corp. for annexation to Public Services Community Facilities District (2014-01) (Exhibit A – Signed Document is on file in the City Clerk’s office); and
- 2) Adopt Resolution No. R-2015-03, A Resolution of the City Council of the City of Placentia Acting as the Legislative Body of Community Facilities District No. 2014-01 Declaring its Intention to Annex Certain Territory thereto [Annexation No. 1] (Exhibit B); and
- 3) Set a public hearing for 7:00 p.m. on April 7, 2015 for public comment, for and against, and for the filing of written protest by any property owner regarding the annexation of territory to the District and the levy of a special tax for public safety services. (If there is no “majority protest,” a special landowner election will be called for immediately thereafter).

**(5-0, as recommended)**

e. **Acceptance of Construction Work for the Public Alley Way and Placentia Parking Lot Project located at 235 Bradford Avenue**

Fiscal Impact: Expense: \$114,303 for Construction Services & Southern California Edison Services

Offsetting Revenue: \$114,303 Gas Tax Funds

Budgeted: \$114,303 (Account No.: 333552-6185 J/L 61132)

Recommended Action: It is recommended that the City Council:

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

**(5-0, as recommended)**

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

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

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

**(5-0, as recommended)**

City Treasurer Larson noted that he has reviewed and approved the December 2014 Treasurer’s Report.

A motion was made by Councilmember Nelson, seconded by Councilmember Underhill, and carried a (5-0) vote to Receive and File the December 2014 Treasurer’s Report.

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

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

Recommended Action: It is recommended that the City Council:

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

**(5-0, as recommended)**

Director of Community Services Nicks provided a brief overview on the item 1.g. and noted that Planning Commission reviewed and approved the item. He noted that in the agreement Verizon Wireless had included to improve the sidewalk, and the security lighting around the site.

A motion was made by Councilmember Nelson, seconded by Mayor Pro Tem Yamaguchi, and carried a (5-0) vote to approve the recommended action.

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

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

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

**(5-0, as recommended)**

2. **PUBLIC HEARING:** None

3. **OLD BUSINESS:** None

4. **NEW BUSINESS:**

**COUNCIL NEW BUSINESS:**

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

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

Recommended Action: It is recommended that the City Council:

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

**(5-0, as recommended)**

Director of Community Services Nicks provided a brief overview on the awarded grant and noted that the grants are designed to help family resource centers. He noted that City Staff and members from the Friendly Center had worked together to submit a proposal to the County back in June 2014, and on February 10, 2015 the County awarded a Grant in the amount of \$300,000 a year for five (5) years. He recognized Cynthia Drury, Program Director for the Friendly Center, in attendance at the City Council meeting.

A motion was made by Mayor Pro Tem Yamaguchi, seconded by Councilmember Nelson, and carried a (5-0) vote to approve the recommended action.

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

Fiscal Impact: See Exhibit A

Recommended Action: It is recommended that the City Council:

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

**(5-0, as recommended)**

Acting City Administrator Arrula provided a brief PowerPoint presentation entitled 'Fiscal Year 2014-15 Mid-Year Budget Update' that displayed an overview of the City's current finances and Staff recommendations.

Councilmember Green recommended increasing the number of Police Cadets, and to research the option of commercial enforcement as a potential revenue source for the City. He requested for the report to clarify the actual amount in the fund balance reserves that are expendable.

Councilmember Nelson noted that ACC-OC is aware of the City's financial issues and offered membership to the City in the amount of \$1,000 for the year.

A motion was made by Mayor Pro Tem Yamaguchi, seconded by Councilmember Nelson, and carried a (5-0) vote to receive and file the Fiscal Year 2014-15 mid-year budget report; and approve Budget Resolution R-2015-15, A Resolution of the City Council of the City of Placentia Authorizing the Mid-Year Amendment to the Fiscal Year 2014-15 Budget; and Discontinue the hiring freeze at it relates to the City's Fiscal Year 2014-15 Position Allocation Plan; and approve the funding of the membership of the Association of California Cities of Orange County in the amount of \$1,000 for the year and the resolution be adjusted to include the increase in expenditures.

Councilmember Nelson left at 8:42 p.m.

c. **Appointment of Acting City Administrator**

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

Recommended Action: It is recommended that the City Council:

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

**(4-0, Councilmember Nelson absent)**

Director of Administrative Services Pischel provided a brief overview on item 4.c., noting the different alternatives with the vacancy of the City Administrator position. He recommended for Council to appoint Assistant City Administrator Arrula to Acting City Administrator.

A motion was made by Councilmember Green, seconded by Mayor Pro Tem Yamaguchi, and carried a (4-0, Councilmember Nelson absent) vote to appoint Assistant City Administrator Damien R. Arrula as Acting City Administrator.

d. **Citizens Fiscal Sustainability Task Force**

Fiscal Impact: None

Recommended Action:

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

**(4-0, as recommended)**

Acting City Administrator Arrula provided a brief overview on the Citizens Fiscal Sustainability Task Force (Task Force) noting that applications are due to the City Clerk's Office by February 25, 2015. He requested for Council to set interviews for the next City Council meeting on March 3, 2015 beginning at 4:00 p.m. and to make appointments to the Task Force the same day.

A motion was made by Mayor Pro Tem Yamaguchi, seconded by Councilmember Green and carried a (4-0, Councilmember Nelson absent) to approve the recommended action.

**CITY COUNCIL/BOARD MEMBERS REQUESTS:**

Councilmember Green requested for the discussion of the Request for Proposal received for City Attorney Services at the next City Council meeting under closed session.

**TENTATIVE AGENDA FORECAST**

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

March 3, 2015

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

**ADJOURNMENT:**

The City Council/Successor Agency/ICDA Agency Board of Directors adjourned at 8:49 p.m. to March 3, 2015 at 4:00 p.m.

---

CHAD P. WANKE  
MAYOR/AGENCY CHAIR

ATTEST:

---

PATRICK J. MELIA, CITY CLERK/AGENCY  
SECRETARY

**PLACENTIA CITY COUNCIL  
PLACENTIA REDEVELOPMENT AGENCY  
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY  
REGULAR MEETING MINUTES – EXECUTIVE SESSION  
March 3, 2015  
4:00 P.M. – Community Meeting Room  
401 E. Chapman Avenue, Placentia, CA**

**CALL TO ORDER:** Mayor/Board Chair Wanke called the meeting to order at 4:06 p.m.

**ROLL CALL:**

**PRESENT:** Councilmember/Board Member Green, Nelson, Underhill, Yamaguchi, Wanke

**ABSENT:** None

**ORAL COMMUNICATIONS:** None

**CITY COUNCIL:**

- a. **Interviews for the Citizens Fiscal Sustainability Task Force**  
(materials available in City Clerk's Office)

City Councilmembers interviewed the following applicants: John Adger, James J. Aurelio, Phillip Batiste, Jeff H. Buchanan, Glenn Casterline, Meredith Castillo, Joshua Correa, Raul C. Davis, John H. Hoevers, Bruce M. Hunt, Laurence Lackmann, Delphine M. Larson, Richard T. Lightfoot Jr., Linda C. Lucio, Robert McKinnell, Ira Newmann, Terry N. Tett, Vic J. Tomazic, and Lawrence J. Valdez.

Candidate Dwayne C. DeRose respectfully withdrew his application to the Citizens Fiscal Sustainability Task Force.

**RECESS:** The City Council and Boards of Directors will recess to their 6:30 p.m. Executive Session meeting.

**CALL TO ORDER:** Mayor/Board Chair Wanke called the meeting to order at 6:35 p.m.

**ROLL CALL:**

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

**ORAL COMMUNICATIONS:** None

**CITY COUNCIL:**

1. Pursuant to Government Code Section 54956.8 Conference with Real Property Negotiator:
  - a. Property: 207-209 W. Crowther Ave APN: 339-402-05; 07; 08; 11  
City Negotiator: Damien R. Arrula, Acting City Administrator  
Negotiating Parties: Patrick Helgeson, Newport Equities  
Under Negotiations: Price and Terms of Payment

**SUCCESSOR AGENCY:**

1. Pursuant to Government Code Section 54956.8 Conference with Real Property Negotiator:
  - a. Property: 132 Crowther Avenue, Ave APN: 339-091-08  
City Negotiator: Damien R. Arrula, Acting City Administrator  
Negotiating Parties: Mark McEwen, DMWP, LLC  
Under Negotiations: Price and Terms of Payment

**ICDA:** None

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

**CALL TO ORDER:** Mayor/Board Chair Wanke called the meeting to order at 7:17 p.m.

**ROLL CALL:**

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

**STAFF PRESENT:** Acting City Administrator/Executive Director Damien R. Arrula; City Attorney/Authority Counsel, Andrew V. Arczynski; Director of Administrative Services, Steve Pischel; Chief Financial Officer Linda G. Magnuson; Chief of Police Ward Smith; Director of Community Services Jonathan K. Nicks; Public Works Manager Michael McConaha; Interim Chief Deputy City Clerk Rosanna Ramirez; City Clerk Specialist, Candice Martinez

**INVOCATION:** Police Chaplain Sterling Bennett

**PLEDGE OF ALLEGIANCE:** Mayor Pro Tem Yamaguchi

A motion was made by Mayor Wanke, seconded by Councilmember Green for item 4.a. the applicants to the Citizens Fiscal Sustainability Task Force be presented following Oral Communications.

AYES: Green, Nelson, Underhill, Yamaguchi, Wanke

NOES: None

**EXECUTIVE SESSION REPORT:**

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

**CITY ADMINISTRATOR REPORT:**

Acting City Administrator Arrula reported on the incident that took place on El Dorado High School on Monday, March 2, 2015. He commended the Placentia Police Department on their actions with the incident. He introduced Chief of Police Smith.

Chief of Police Smith noted that the police department will continue to support the school district staff and that this incident is an ongoing investigation.

**ORAL COMMUNICATIONS:**

Valerie Johnson, resident, expressed her concerns regarding a fraternity house located in her neighborhood and requested for Council to look into this matter.

Acting City Administrator Arrula noted that the City has become aware of the situation, and that Staff is looking into this matter.

Gilbert Quintero, resident, expressed his concerns regarding the fraternity house that is located in his neighborhood and provided documentation to Council.

Kevin Larson, City Treasurer, requested that item 1.e. the Treasurer’s Report be pulled for separate discussion.

Isaiah McGregory and Zoe, representatives from the Up with People organization, provided documentation to Council regarding their program and invited Council to attend their event on March 15, 2015.

Jeff Buchanan, resident, noted that he interviewed for the Citizens Fiscal Sustainability Task Force and suggested that candidates who do not get appointed to the Task Force should still be able to provide their budget saving ideas. He expressed his concerns regarding comments made during the January 2015 Council meeting.

Raul Davis, resident and business owner, thanked Council and City Staff for all their hard work.

**4. NEW BUSINESS:**

**COUNCIL NEW BUSINESS:**

a. **Appointment to Citizens Fiscal Sustainability Task Force**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Make appointments of seven (7) members to the Citizens Fiscal Sustainability Task Force.

Mayor Wanke opened the nominations for the **Citizens Fiscal Sustainability Task Force (Task Force)**.

Councilmember Green nominated, and Mayor Pro Tem Yamaguchi seconded the nomination of candidate **Robert S. McKinnell** to the Task Force.

AYES: Green, Nelson, Underhill, Yamaguchi, Wanke

NOES: None

Mayor Pro Tem Yamaguchi nominated, and Councilmember Underhill seconded the nomination of candidate **Bruce M. Hunt** to the Task Force.

AYES: Green, Nelson, Underhill, Yamaguchi, Wanke

NOES: None

Mayor Wanke nominated, and Mayor Pro Tem Yamaguchi seconded the nomination of candidate **Joshua Correa** to the Task Force.

AYES: Green, Yamaguchi, Wanke

NOES: Nelson, Underhill

Councilmember Nelson nominated, and Councilmember Underhill seconded the nomination of candidate **Richard T. Lightfoot Jr.** to the Task Force.

AYES: Green, Nelson, Underhill, Yamaguchi, Wanke

NOES: None

Mayor Wanke nominated, and Councilmember Nelson seconded the nomination of candidate **Phillip J. Batiste** to the Task Force.

AYES: Green, Nelson, Underhill, Yamaguchi, Wanke

NOES: None

Councilmember Nelson nominated, and Councilmember Underhill seconded the nomination of candidate Meredith Castillo to the Task Force.

AYES: Nelson, Underhill

NOES: Green, Yamaguchi, Wanke

Mayor Pro Tem Yamaguchi nominated, and Mayor Wanke seconded the nomination of candidate **Glenn R. Casterline** to the Task Force.

AYES: Green, Nelson, Underhill, Yamaguchi, Wanke

NOES: None

Councilmember Nelson nominated, and Councilmember Underhill seconded the nomination of candidate Walt E. Plegel to the Task Force.

AYES: Nelson, Underhill

NOES: Green, Yamaguchi, Wanke

Mayor Pro Tem Yamaguchi nominated, and Mayor Wanke seconded the nomination of candidate **Jeff H. Buchanan** to the Task Force.

AYES: Green, Yamaguchi, Wanke

NOES: Nelson, Underhill

City Clerk Specialist Martinez listed the following members appointed to the Citizens Fiscal Sustainability Task Force: Robert S. McKinnel, Bruce M. Hunt, Joshua Correa, Richard L. Lightfoot Jr., Phillip Batiste, Glenn R. Casterline, and Jeff H, Buchanan.

Acting City Administrator Arrula noted the first meeting for the Citizens Fiscal Sustainability Task Force will be March 11, 2015.

## **PRESENTATIONS:**

### a. **Placentia Chamber of Commerce Update**

Presenter: Placentia Chamber of Commerce President Dwayne DeRose

Chamber of Commerce President DeRose provided a PowerPoint presentation that discussed an overview on Placentia Chamber of Commerce involvement with the Community. He

invited the community to attend the board meetings that take place on the first Thursday of each month. He thanked City Staff and elected officials for all their support to the Chamber.

**CITY COUNCIL/BOARD MEMBERS COMMENTS AND REPORTS:**

Councilmember Green noted that he attended the Orange County Fire Authority Board of Directors meeting, and the Eagle Scout Code of Armor ceremony.

Councilmember Nelson expressed his condolences to the family, friends and students of El Dorado High School.

Councilmember Underhill expressed her condolences to staff, students and family of the teacher from El Dorado high School. She reminded residents with the ongoing health concerns with mosquitoes noted that Vector Control has now changed their name to Mosquitoes and Vector Control.

Mayor Pro Tem Yamaguchi congratulated Mayor Wanke on the State of the City Event, and thanked the Chamber of Commerce for hosting the event. He expressed his condolences to the Staff, students and families of El Dorado High School and to Councilmember Nelson, Laurie Arroyo, and Bob D'Amato.

Mayor Wanke expressed his condolences to the families and staff of El Dorado High School. He thanked the Chamber of Commerce and City Staff for their help with the State of the City Event. He welcomed the new Placentia Police Chaplain Sterling Bennett.

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

A motion was made by Councilmember Nelson, seconded by Mayor Pro Tem Yamaguchi, and carried a (5-0) vote to approve Consent Calendar Item Nos. 1.a. through 1.h. Councilmember Green removed item 1.e. for separate discussion.

**COUNCIL/SUCCESSOR AGENCY/ICDA CONSENT CALENDAR:**

- a. **Consideration to Waive Reading in Full of all Ordinances and Resolutions**  
Fiscal Impact: None  
Recommended Action: Approve.  
**(5-0, as recommended)**
  
- b. **Minutes**  
**City Council/Successor/ICDA Regular Meeting – January 13, and January 20, 2015**  
Recommended Action: Approve.  
**(5-0, as recommended)**
  
- c. **City Fiscal Year 2014-15 Check Register for March 3, 2015**  
Fiscal Impact: \$ 443,506.62  
Recommended Action:  
1) Receive and file.  
**(5-0, as recommended)**

**COUNCIL CONSENT CALENDAR:**

- d. **Adoption of Resolution Authorizing Temporary Suspension of Regulatory Ordinance Section 10.28.010 to Facilitate the Placentia Founders Society Special Event Scheduled for Sunday, May 3, 2015**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. 2015-06, A Resolution of the City Council of the City of Placentia, California, authorizing the temporary suspension of regulatory Ordinance Section 10.28.010 of the Placentia Municipal Code to facilitate the Placentia Founders Society special event scheduled for May 3, 2015.

**(5-0, as recommended)**

- e. **January 2015 Treasurer's Report**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Receive and File the January 2015 Treasurer's Report.

**(5-0, as recommended)**

City Treasurer Larson thanked Chief Financial Officer Magnuson for all her hard work and assistance with the CAFR and the Treasurer Reports. He noted that he had reviewed and reconciled the January 2015 Treasurer's Report.

A motion was made by Councilmember Nelson, seconded by Councilmember Underhill, and carried a (5-0) vote to receive and file the January 2015 Treasurer's Report.

**SUCCESSOR AGENCY CONSENT CALENDAR:**

- f. **Recognized Obligation Payment Schedule (ROPS 15-16A) for July 1, 2015 through December 31, 2015**

Fiscal Impact: Expenditures: RPTTF \$721,658, ACA \$125,000

Recommended Action: It is recommended that the City Council:

- 1) Approve Resolution RSA-2015-01, 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, Approving and Adopting the Recognized Obligation Payment Schedule for the period of July 1, 2015 through December 31, 2015 (ROPS 15-16A).

**(5-0, as recommended)**

**4. NEW BUSINESS:**

**COUNCIL NEW BUSINESS:**

- b. **Presentation of the Comprehensive Annual Financial Report for the Period Ending June 30, 2014**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Receive and file the Comprehensive Annual Financial Report for the period ending June 30, 2014 as recommended by the Financial Audit Oversight Committee.

**(5-0, as recommended)**

Chief Financial Officer Magnuson noted the Comprehensive Annual Financial Report (CAFR) had been completed by the City's auditing firm Haskell & White, and has been reviewed and approved by the Financial Audit Oversight Committee at their meeting held February 2015.

A motion was made by Councilmember Green, seconded by Councilmember Underhill, and carried a (5-0) vote to receive and file the Comprehensive Annual Financial Report for the period ending June 30, 2014 as recommended by the Financial Audit Oversight Committee.

**2. PUBLIC HEARING:** None

**3. OLD BUSINESS:** None

**CITY COUNCIL/BOARD MEMBERS REQUESTS:**

Councilmember Nelson expressed his condolences to the families of Sue D'Amato.

Councilmember Underhill announced the funeral services for Sue D'Amato.

Councilmember Green thanked all the applicants who applied for the Task Force, and expressed his condolences to Councilmember Nelson, Laurie Arroyo and retired City Administrator Robert D'Amato.

Mayor Pro Tem Yamaguchi requested additional information regarding the fraternity house located in the City.

Mayor Wanke requested for Staff to list future City Treasurer's Report as a new business item on the City Council agenda. He expressed his condolences to Councilmember Nelson, and retired City Administrator Bob D'Amato.

**TENTATIVE AGENDA FORECAST**

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

March 17, 2015

- Historical Resources Ordinance

**ADJOURNMENT:**

The City Council/Successor Agency/ICDA Agency Board of Directors adjourned at 8:16 p.m. to March 17, 2015 at 5:30 p.m. in memory of Dale Nelson, Captain William D. Chattleton, and Sue D'Amato.

---

CHAD P. WANKE  
MAYOR/AGENCY CHAIR

ATTEST:

---

PATRICK J. MELIA, CITY CLERK/AGENCY  
SECRETARY

**City of Placentia**  
**Check Register**  
**For 04/07/2015**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
------	----------------	-------------	---------------------	----------	-----------------	------	---------	------------

Grand Total: 2,270,761.77

Check Totals by ID	
AP	2,201,292.66
EP	69,469.11
IP	0.00
OP	0.00

Fund Name	Check Totals by Fund
101-General Fund (0010)	1,712,451.38
260-Street Lighting Distrct (0028)	30,748.04
265-Landscape Maintenance (0029)	891.50
270-HCD Fund (0030)	61,634.00
275-Sewer Maintenance (0048)	13,228.59
280-Misc Grants Fund (0050)	3,850.70
401-City Capital Projects (0033)	63,249.29
501-Refuse Administration (0037)	225,723.07
601-Employee Health & W/ife (0039)	68,562.89
605-Risk Management (0040)	21,730.28
615-Information Technology (0042)	32,092.86
701-Special Deposits (0044)	36,599.17

Void Total: 0.00  
 Check Total: 2,270,761.77

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

Check Total: 2,270,761.77

Check Total:

*Reversed: 3  
 Yordan P. [Signature]*

**1.c.**  
**April 7, 2015**

**City of Placentia**  
**Check Register**  
**For 04/01/2015**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ADMINSURE V004980	FEB WORKERS COMP ADMIN SVS	404580-5165 Workers' Compensation Claims	TK031115	3,238.36	8470		00086819	03/12/2015
				<b>Check Total:</b>	<b>3,238.36</b>				
MW OH	ALL CITY MANAGEMENT V000005	2/1-14 CROSSING GUARD SVS	103047-6099 / 50116-6099 Other Professional Services	TK031115	6,054.41	38183	P10505	00086820	03/12/2015
MW OH	ALL CITY MANAGEMENT V000005	2/1-14 CROSSING GUARD SVS	103047-6099 Other Professional Services	TK031115	2,777.25	38183	P10505	00086820	03/12/2015
				<b>Check Total:</b>	<b>8,831.66</b>				
MW OH	ALL QUALITY ROOFING V009676	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	TK031115	100.00	30-15-024		00086821	03/12/2015
				<b>Check Total:</b>	<b>100.00</b>				
MW OH	ALLEGRA CONSULTING INCCONSULTING SVS-BRAND IDENTITY V009570		102534-6099 Other Professional Services	TK031115	1,300.00	1041	P10473	00086822	03/12/2015
				<b>Check Total:</b>	<b>1,300.00</b>				
MW OH	ALTA VISTA COUNTRY CLUB STATE OF THE CITY REG V000009		101001-6245 Meetings & Conferences	TK031115	288.02	61002		00086823	03/12/2015
				<b>Check Total:</b>	<b>288.02</b>				
MW OH	ARAMARK UNIFORM V004232	FACILITY MAT CLEANING SVS	103554-6301 Special Department Supplies	TK031115	179.06	530450246		00086824	03/12/2015
MW OH	ARAMARK UNIFORM V004232	PW UNIFORMS	103650-6360 Uniforms	TK031115	101.43	530450245	P10406	00086824	03/12/2015
				<b>Check Total:</b>	<b>280.49</b>				
MW OH	ARCZYNSKI, ANDREW V V005588	FEB LEGAL SERVICES	101005-6005 Legal Services	TK031115	23,229.00	022815	P10383	00086825	03/12/2015
				<b>Check Total:</b>	<b>23,229.00</b>				
MW OH	AT & T V008736	2/2-3/19 INTERNET CHARGES	109595-6215 Telephone	TK031115	55.00	FEBRUARY 15		00086826	03/12/2015
MW OH	AT & T V008736	1/27-2/26 DSL CHARGES	109595-6215 Telephone	TK031115	69.80	FEBRUARY		00086826	03/12/2015

**City of Placentia**  
**Check Register**  
**For 04/01/2015**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	AT & T V008736	2/27-3/26 INTERNET CHARGES	109595-6215 Telephone	TK031115	76.80	MARCH 2015		00086826	03/12/2015
MW OH	AT&T V004144	JAN-FEB PHONE CHARGES	109595-6215 / 61139-6215 Telephone	<b>Check Total:</b> TK031115	<b>201.60</b>				
MW OH	AT&T V004144	JAN-FEB PHONE CHARGES	296561-6215 Telephone	TK031115	18.19	022815		00086827	03/12/2015
MW OH	AT&T V004144	JAN-FEB PHONE CHARGES	109595-6215 Telephone	TK031115	50.85	022815		00086827	03/12/2015
MW OH	BEST & KRIEGER LLP V009431	LEGAL SERVICES	404582-6006 / 10038-6006 Litigation	<b>Check Total:</b> TK031115	<b>652.60</b>				
MW OH	BEST & KRIEGER LLP V009431	LEGAL SERVICES	404582-6006 / 10038-6006 Litigation	TK031115	1,576.39	738985		00086828	03/12/2015
MW OH	BREA ROOFING V003463	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	<b>Check Total:</b> TK031115	<b>2,249.11</b>				
MW OH	BREA ROOFING V003463	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	TK031115	100.00	30-15-16		00086829	03/12/2015
MW OH	BREA ROOFING V003463	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	TK031115	100.00	30-15-22		00086829	03/12/2015
MW OH	BURKE WILLIAMS & V006247	JAN LEGAL SERVICES	101005-6005 Legal Services	<b>Check Total:</b> TK031115	<b>300.00</b>				
MW OH	BURKE WILLIAMS & V006247	JAN LEGAL SERVICES	101005-6005 Legal Services	TK031115	1,270.69	185891		00086830	03/12/2015
MW OH	CANON FINANCIAL SERVICES V008867	MARCH PD FAX LEASE PAYMENT	374386-6175 Office Equipment Rental	<b>Check Total:</b> TK031115	<b>1,270.69</b>				
MW OH	CANON FINANCIAL SERVICES V008867	MARCH PD FAX LEASE PAYMENT	374386-6175 Office Equipment Rental	TK031115	15.08	14680748		00086831	03/12/2015
MW OH	CANON FINANCIAL SERVICES V008867	MARCH PD FAX LEASE PAYMENT	109595-6175 Office Equipment Rental	TK031115	15.09	14680748		00086831	03/12/2015

**City of Placentia**  
**Check Register**  
**For 04/01/2015**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	CANON FINANCIAL SERVICES V008867	ARCH COPIER LEASE PAYMENT	374386-6175 Office Equipment Rental	TK031115	250.00	14680749		00086831	03/12/2015
MW OH	CANON FINANCIAL SERVICES V008867	ARCH COPIER LEASE PAYMENT	109595-6175 Office Equipment Rental	TK031115	250.00	14680749		00086831	03/12/2015
			<b>Check Total:</b>		<b>530.17</b>				
MW OH	CARL WARREN & CO V008011	3RD PARTY LIABILITY CLAIMS SVS	404582-6025 Third Party Administration	TK031115	294.98	1631081		00086832	03/12/2015
MW OH	CARL WARREN & CO V008011	3RD PARTY LIABILITY CLAIMS SVS	404582-6025 Third Party Administration	TK031115	299.56	1641078		00086832	03/12/2015
MW OH	CARL WARREN & CO V008011	FEB 3RD PARTY LIABILITY SVS	404582-6025 Third Party Administration	TK031115	1,541.66	1661526	P10364	00086832	03/12/2015
			<b>Check Total:</b>		<b>2,136.20</b>				
MW OH	CBE V008124	FEB WHITTEN COPIER LEASE	101572-6135 Repair/Maint Off Furn & Eq	TK031115	29.16	IN1662397	P10326	00086833	03/12/2015
			<b>Check Total:</b>		<b>29.16</b>				
MW OH	CITY OF BREA V009459	DISPATCH FEASIBILITY ANALYSIS	101511-6001 Management Consulting Services	TK031115	12,043.20	2-10	P10534	00086834	03/12/2015
			<b>Check Total:</b>		<b>12,043.20</b>				
MW OH	CIVIC PLUS V006674	WEBSITE HOSTING	441573-6136 Software Maintenance	TK031115	250.00	152698		00086835	03/12/2015
			<b>Check Total:</b>		<b>250.00</b>				
MW OH	CLEAR CHOICE LIEN SALES V005847	FEB LIEN SERVICES	103047-6182 Lien Services	TK031115	75.00	205	P10458	00086836	03/12/2015
MW OH	CLEAR CHOICE LIEN SALES V005847	FEB LIEN SERVICES	103047-6182 Lien Services	TK031115	50.00	209E	P10458	00086836	03/12/2015
MW OH	CLEAR CHOICE LIEN SALES V005847	FEB LIEN SERVICES	103047-6182 Lien Services	TK031115	25.00	3494	P10458	00086836	03/12/2015
MW OH	CLEAR CHOICE LIEN SALES V005847	FEB LIEN SERVICES	103047-6182 Lien Services	TK031115	7.50	6821	P10458	00086836	03/12/2015

**City of Placentia  
Check Register  
For 04/01/2015**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
MW OH	CLEAR CHOICE LIEN SALES V005847	FEB LIEN SERVICES	103047-6182 Lien Services	TK031115	15.00 6825	P10458	00086836	03/12/2015
				<b>Check Total:</b>	<b>172.50</b>			
MW OH	COMMERCIAL AQUATIC V005203	FEB GOMEZ POOL MAINT	103554-6130 Repair & Maint/Facilities	TK031115	300.00 115-0611		00086837	03/12/2015
MW OH	COMMERCIAL AQUATIC V005203	FEB WHITTEN POOL MAINT	103554-6130 Repair & Maint/Facilities	TK031115	300.00 115-0612		00086837	03/12/2015
				<b>Check Total:</b>	<b>600.00</b>			
MW OH	COUNTY OF ORANGE V006392	COMPLETED ASSET FORFEITURE	0044-2044 / 80025-2044 Asset Seizure Deposit	TK031115	9,510.00 PPD 14-0709		00086838	03/12/2015
MW OH	COUNTY OF ORANGE V006392	COMPLETED ASSET FORFEITURE	0044-2044 / 80025-2044 Asset Seizure Deposit	TK031115	15,528.81 PPD 14-1699		00086838	03/12/2015
				<b>Check Total:</b>	<b>25,038.81</b>			
MW OH	DATAQUICK V000297	MARCH GIS PARCEL DATA	421523-6136 Software Maintenance	TK031115	130.50 B1-2392494		00086839	03/12/2015
				<b>Check Total:</b>	<b>130.50</b>			
MW OH	E & E SPORTS PHOTOGRAPHY V009679	TEAM PHOTOS	104071-6301 / 79376-6301 Special Department Supplies	TK031115	257.04 22615		00086840	03/12/2015
				<b>Check Total:</b>	<b>257.04</b>			
MW OH	EMPIRE PIPE CLEANING V003109	AND/4-18 SEWER CLEANING	484376-6120 R & M/Sewer & Storm Drain	TK031115	12,285.00 9852	P10391	00086841	03/12/2015
				<b>Check Total:</b>	<b>12,285.00</b>			
MW OH	ENTERPRISE FLEET SERVICE V003312	VEHICLE LEASE	103042-6165 / 50070-6165 Vehicle Rental	TK031115	2,929.64 FBN2722516	P10361	00086842	03/12/2015
				<b>Check Total:</b>	<b>2,929.64</b>			
MW OH	FERGUSON PRAET & V000396	LEGAL SERVICES	404582-6006 / 10031-6006 Litigation	TK031115	37.00 18697		00086843	03/12/2015
				<b>Check Total:</b>	<b>37.00</b>			
MW OH	GLASBY MAINT. SUPPLY	COCLEANING SUPPLIES	103554-6301 / 79191-6301	TK031115	156.88 256682		00086844	03/12/2015
				<b>Check Total:</b>	<b>156.88</b>			

**City of Placentia  
Check Register  
For 04/01/2015**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000445		Special Department Supplies						
MW OH	GLASBY MAINT. SUPPLY	COCLEANING SUPPLIES	104071-6301 / 79191-6301	TK031115	260.00	256682		00086844	03/12/2015
	V000445		Special Department Supplies						
				<b>Check Total:</b>	<b>416.88</b>				
MW OH	GOLDEN STAR TECHNOLOGY	EB IT SUPPORT SVS	421523-6290	TK031115	7,178.00	SINV103959	P10285	00086845	03/12/2015
	V009410		Dept. Contract Services						
				<b>Check Total:</b>	<b>7,178.00</b>				
MW OH	HALO CONFIDENTIAL	FEB PD TRAINING MGMT	103040-6290	TK031115	9,337.23	0041	P10301	00086846	03/12/2015
	V008544		Dept. Contract Services						
				<b>Check Total:</b>	<b>9,337.23</b>				
MW OH	HASKELL & WHITE LLP	ANNUAL CITY AUDIT SVS	102021-6010	TK031115	11,335.00	73651	P10282	00086847	03/12/2015
	V007823		Accounting & Auditing Service						
				<b>Check Total:</b>	<b>11,335.00</b>				
MW OH	HASTINGS, JANET	EXCURSION REFUND	100000-4340 / 79506-4340	TK031115	50.00	2000526.002		00086848	03/12/2015
	V009673		Recreation Programs						
				<b>Check Total:</b>	<b>50.00</b>				
MW OH	HDL COREN & CONE	QUARTERLY SALES TAX SVS	102021-6099	TK031115	2,247.15	0023521-IN	P10385	00086849	03/12/2015
	V001564		Other Professional Services						
				<b>Check Total:</b>	<b>2,247.15</b>				
MW OH	HOYT ROOFS INC	ROOFING BOND REFUND	0044-2033	TK031115	100.00	30-14-121		00086850	03/12/2015
	V003476		Construction & Demo Deposit						
MW OH	HOYT ROOFS INC	ROOFING BOND REFUND	0044-2033	TK031115	100.00	30-14-122		00086850	03/12/2015
	V003476		Construction & Demo Deposit						
				<b>Check Total:</b>	<b>200.00</b>				
MW OH	JOHN L HUNTER &	JAN NPDES COMPLIANCE SVS	103550-6015	TK031115	1,570.00	PLANP0115	P10537	00086851	03/12/2015
	V009056		Engineering Services						
				<b>Check Total:</b>	<b>1,570.00</b>				
MW OH	KEY GOVERNMENT FINANCE	APRIL PHONE SYSTEM LEASE	333523-6840 / 30016-6840	TK031115	3,000.92	1534950011504	P10273	00086852	03/12/2015
	V007864		Machinery & Equipment						

**City of Placentia**  
**Check Register**  
**For 04/01/2015**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
				<b>Check Total:</b>	<b>3,000.92</b>			
MW OH	LILLEY PLANNING GROUP V008540	2/7-26 BLDG INSPECTOR SVS	102532-6045 Building Inspection Services	TK031115	220.00 PLA156 C1	P10451	00086853	03/12/2015
MW OH	LILLEY PLANNING GROUP V008540	2/17-25 CHIEF BLDG INSPECTOR	102532-6290 Dept. Contract Services	TK031115	2,720.00 PLA162	P10451	00086853	03/12/2015
MW OH	LILLEY PLANNING GROUP V008540	2/16-26 BLDG INSPECTOR SVS	102532-6045 Building Inspection Services	TK031115	1,920.00 PLA162	P10451	00086853	03/12/2015
MW OH	LILLEY PLANNING GROUP V008540	2/16-27 GP UPDATE SVS	332531-6017 / 6108670159-6017 Special Studies	TK031115	2,050.00 PLSP124	P10452	00086853	03/12/2015
MW OH	LILLEY PLANNING GROUP V008540	2/17-24 PW INSPECTOR SVS	103550-6290 Dept. Contract Services	TK031115	1,000.00 PLA162 B1	P10467	00086853	03/12/2015
MW OH	LILLEY PLANNING GROUP V008540	2/4-9 GP AMENDMENT, ZONING SVS	333552-6017 / 6108670159-6017 Special Studies	TK031115	237.50 PLSP118A	P10506	00086853	03/12/2015
				<b>Check Total:</b>	<b>8,147.50</b>			
MW OH	LINDA RYAN REPORTING V009011	LEGAL SERVICES	404582-6006 / 10040-6006 Litigation	TK031115	1,084.50 10249		00086854	03/12/2015
				<b>Check Total:</b>	<b>1,084.50</b>			
MW OH	MAKE IT PERSONAL V000646	NAME BADGE-LARSON	102020-6315 Office Supplies	TK031115	10.34 801841		00086855	03/12/2015
				<b>Check Total:</b>	<b>10.34</b>			
MW OH	MC FADDEN-DALE V000635	PW SUPPLIES	103658-6301 Special Department Supplies	TK031115	13.23 178507/5		00086856	03/12/2015
				<b>Check Total:</b>	<b>13.23</b>			
MW OH	NANCY LAURA JOSEPH PPC STAFF COACHING SVS V008163		101512-6250 Staff Training	TK031115	115.00 030915	P10480	00086857	03/12/2015
				<b>Check Total:</b>	<b>115.00</b>			
MW OH	NICKEY PETROLEUM V000696	GASOLINE	103658-6345 Gasoline & Diesel Fuel	TK031115	23,150.89 317456	P10358	00086858	03/12/2015
				<b>Check Total:</b>	<b>23,150.89</b>			

**City of Placentia**  
**Check Register**  
**For 04/01/2015**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	OFFICE INDUSTRIES V007477	RECYCLED PAPER	374386-6315 Office Supplies	TK031115	244.13	048388		00086859	03/12/2015
MW OH	OFFICE INDUSTRIES V007477	RECYCLED PAPER	374386-6315 Office Supplies	TK031115	244.13	048443		00086859	03/12/2015
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	101513-6315 Office Supplies	TK031115	21.33	0484961		00086859	03/12/2015
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103650-6315 Office Supplies	TK031115	40.47	0485591		00086859	03/12/2015
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103650-6315 Office Supplies	TK031115	5.67	0485661		00086859	03/12/2015
				<b>Check Total:</b>	<b>555.73</b>				
MW OH	ONWARD ENGINEERING V008092	FEB CONSTRUCTION MNGMT	333552-6185 / 6200140017-6185 Construction Services	TK031215	1,665.60	2788	P10442	00086860	03/12/2015
				<b>Check Total:</b>	<b>1,665.60</b>				
MW OH	ORANGE COUNTY V007306	OCT-DEC ANIMAL CARE SERVICES	103045-6280 Animal Control Services	TK031215	28,432.00	AC1590030	P10377	00086861	03/12/2015
				<b>Check Total:</b>	<b>28,432.00</b>				
MW OH	PARKHOUSE TIRE INC V004472	TIRES	103658-6134 Vehicle Repair & Maintenance	TK031215	256.13	1020143735		00086862	03/12/2015
				<b>Check Total:</b>	<b>256.13</b>				
MW OH	PHILLY'S BEST V009674	GREEN BUCKS REIMBURSEMENT	102534-6099 Other Professional Services	TK031215	15.00	030315		00086863	03/12/2015
				<b>Check Total:</b>	<b>15.00</b>				
MW OH	PISCHEL, STEVE V002520	INTERVIEW PANEL MEALS	101512-6301 Special Department Supplies	TK031215	110.88	1292015		00086864	03/12/2015
				<b>Check Total:</b>	<b>110.88</b>				
MW OH	PLACENTIA-YORBA LINDA V007408	PRINTING SERVICES	109595-6230 Printing & Binding	TK031215	193.05	510901		00086865	03/12/2015
				<b>Check Total:</b>	<b>193.05</b>				

**City of Placentia**  
**Check Register**  
**For 04/01/2015**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	RAGGED ROBIN RANCH INC2/23 PLANNING SERVICES V009274		0044-2048 / 45050-2048 Engineering Plan Check Deposit	TK031215	67.50	CR35A		00086866	03/12/2015
MW OH	RAGGED ROBIN RANCH INC2/23-3/5 PLANNING SERVICES V009274		0044-2048 / 61135-2048 Engineering Plan Check Deposit	TK031215	708.75	CR35A		00086866	03/12/2015
MW OH	RAGGED ROBIN RANCH INC2/23-3/5 PLANNING SERVICES V009274		102531-6290 Dept. Contract Services	TK031215	7,046.25	CR35	P10340	00086866	03/12/2015
			<b>Check Total:</b>		<b>7,822.50</b>				
MW OH	REIMER, DEBORAH V009346	2/23-3/5 BLDG PERMIT TECH SVS	102532-6290 Dept. Contract Services	TK031215	2,887.50	0129	P10366	00086867	03/12/2015
MW OH	RELiance STANDARD LIFE FEB LIFE INSURANCE PREMIUMS V008214		0010-2186 Optional Life Insurance	TK031215	487.33	FEB 15		00086868	03/12/2015
MW OH	RELiance STANDARD LIFE FEB LIFE INSURANCE PREMIUMS V008214		395000-4730 ISF LTD Ins Reimbursements	TK031215	4,229.84	FEB 15		00086868	03/12/2015
MW OH	RELiance STANDARD LIFE FEB LIFE INSURANCE PREMIUMS V008214		395000-4725 ISF Life Ins Reimbursements	TK031215	1,543.51	FEB 15		00086868	03/12/2015
MW OH	RELiance STANDARD LIFE FEB LIFE INSURANCE PREMIUMS V008214		395083-5163 Life Insurance Premiums	TK031215	934.99	FEB 15		00086868	03/12/2015
			<b>Check Total:</b>		<b>7,195.67</b>				
MW OH	RODGERS, MATT V009675	PD TRAINING MEALS	103046-6250 Staff Training	TK031215	40.00	31015		00086869	03/12/2015
MW OH	ROGERS, PATRICIA V009672	CLASS REFUND	100000-4340 / 79348-4340 Recreation Programs	TK031215	40.00	2000524.002		00086870	03/12/2015
			<b>Check Total:</b>		<b>40.00</b>				
MW OH	SERVICE CHAMPIONS V009666	80% PERMIT FEE REFUND	100000-4166 Heat/Ventilation Air Cond	TK031215	42.40	B14-751		00086871	03/12/2015
MW OH	SHRED-IT LOS ANGELES	DOC SHRED SERVICES	374386-6299	TK031215	42.40			00086872	03/12/2015
			<b>Check Total:</b>		<b>42.40</b>				
			<b>Check Total:</b>		<b>92.74</b>	940495238			

**City of Placentia  
Check Register  
For 04/01/2015**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000905		Other Purchased Services						
MW OH	SHRED-IT LOS ANGELES V000905	DOC SHRED SERVICES	374386-6299 Other Purchased Services	TK031215	92.74	9405069511		00086872	03/12/2015
			<b>Check Total:</b>		<b>185.48</b>				
MW OH	SIEMENS INDUSTRY INC V008785	DEC INTERSECTION MAINT	333552-6015 / 61141-6015 Engineering Services	TK031215	119.27	5620006362		00086873	03/12/2015
MW OH	SIEMENS INDUSTRY INC V008785	DEC INTERSECTION MAINT	333552-6015 / 61142-6015 Engineering Services	TK031215	1,184.50	5620006362		00086873	03/12/2015
MW OH	SIEMENS INDUSTRY INC V008785	NOV EMERGENCY SIGNAL MAINT	0010-1224 AR/City of Fullerton	TK031215	62.50	5620006021	P10413	00086873	03/12/2015
MW OH	SIEMENS INDUSTRY INC V008785	NOV EMERGENCY SIGNAL MAINT	103652-6099 Other Professional Services	TK031215	62.50	5620006021	P10413	00086873	03/12/2015
MW OH	SIEMENS INDUSTRY INC V008785	DEC EMERGENCY SIGNAL MAINT	0010-1232 Accts Rec/City of Anaheim	TK031215	164.01	5620006363	P10413	00086873	03/12/2015
MW OH	SIEMENS INDUSTRY INC V008785	DEC EMERGENCY SIGNAL MAINT	103652-6099 Other Professional Services	TK031215	2,174.59	5620006363	P10413	00086873	03/12/2015
MW OH	SIEMENS INDUSTRY INC V008785	DEC EMERGENCY SIGNAL MAINT	0010-1224 AR/City of Fullerton	TK031215	203.15	5620006363	P10413	00086873	03/12/2015
MW OH	SIEMENS INDUSTRY INC V008785	DEC ROUTINE SIGNAL MAINT	0010-1232 Accts Rec/City of Anaheim	TK031215	182.38	5610001289	P10414	00086873	03/12/2015
MW OH	SIEMENS INDUSTRY INC V008785	DEC ROUTINE SIGNAL MAINT	103652-6099 Other Professional Services	TK031215	4,170.27	5610001289	P10414	00086873	03/12/2015
MW OH	SIEMENS INDUSTRY INC V008785	DEC ROUTINE SIGNAL MAINT	0010-1226 AR/City of Yorba Linda	TK031215	127.50	5610001289	P10414	00086873	03/12/2015
MW OH	SIEMENS INDUSTRY INC V008785	DEC ROUTINE SIGNAL MAINT	0010-1228 AR/County of Orange	TK031215	28.05	5610001289	P10414	00086873	03/12/2015
MW OH	SIEMENS INDUSTRY INC V008785	DEC ROUTINE SIGNAL MAINT	0010-1224 AR/City of Fullerton	TK031215	176.80	5610001289	P10414	00086873	03/12/2015
MW OH	SIEMENS INDUSTRY INC V008785	GRADE SEP INTERSECTION MAINT	333552-6015 / 6105615155-6015 Engineering Services	TK031215	14,044.90	5620002389	P10546	00086873	03/12/2015

**City of Placentia**  
**Check Register**  
**For 04/01/2015**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
				<b>Check Total:</b>	<b>22,700.42</b>			
MW OH	SOUTHERN CALIFORNIA V000910	JAN-MARCH ELECTRICAL CHARGES	109595-6330 Electricity	TK031215	9,582.80 030415		00086874	03/12/2015
MW OH	SOUTHERN CALIFORNIA V000910	JAN-MARCH ELECTRICAL CHARGES	109595-6330 / 61141-6330 Electricity	TK031215	57.22 030415		00086874	03/12/2015
MW OH	SOUTHERN CALIFORNIA V000910	JAN-MARCH ELECTRICAL CHARGES	109595-6330 / 61138-6330 Electricity	TK031215	399.51 030415		00086874	03/12/2015
MW OH	SOUTHERN CALIFORNIA V000910	JAN-MARCH ELECTRICAL CHARGES	0010-1232 Accts Rec/City of Anaheim	TK031215	23.84 030415		00086874	03/12/2015
MW OH	SOUTHERN CALIFORNIA V000910	JAN-MARCH ELECTRICAL CHARGES	0010-1224 AR/City of Fullerton	TK031215	148.97 030415		00086874	03/12/2015
MW OH	SOUTHERN CALIFORNIA V000910	JAN-MARCH ELECTRICAL CHARGES	0010-1220 Accts Rec/Plac Library Dist	TK031215	4,123.46 030415		00086874	03/12/2015
MW OH	SOUTHERN CALIFORNIA V000910	JAN-MARCH ELECTRICAL CHARGES	296561-6330 Electricity	TK031215	112.64 030415		00086874	03/12/2015
				<b>Check Total:</b>	<b>14,448.44</b>			
MW OH	SPRINT V006533	1/26-2/25 PD RELAY SERVICES	109595-6215 Telephone	TK031215	37.99 313574471-040		00086875	03/12/2015
				<b>Check Total:</b>	<b>37.99</b>			
MW OH	SPRINT V006126	FEB PD FRAME RELAY SVS	109595-6215 Telephone	TK031215	610.22 95021151000736		00086876	03/12/2015
				<b>Check Total:</b>	<b>610.22</b>			
MW OH	ST JOSEPH HERITAGE V001728	FEB PRE EMPLOYMENT EXAMS	101512-6099 Other Professional Services	TK031215	400.00 42649		00086877	03/12/2015
				<b>Check Total:</b>	<b>400.00</b>			
MW OH	SUNGARD PUBLIC SECTOR V005987	IT SUPPORT & REPORT WRITING	421523-6136 Software Maintenance	TK031215	23,480.71 89427		00086878	03/12/2015
				<b>Check Total:</b>	<b>23,480.71</b>			
MW OH	T-MOBILE	2/2-3/1 CELL PHONE CHARGES	109595-6215	TK031215	1,150.75 FEBRUARY 15		00086879	03/12/2015

**City of Placentia**  
**Check Register**  
**For 04/01/2015**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V004339		Telephone						
MW OH	T-MOBILE V004339	2/2-3/1 PD CELL PHONE CHARGES	109595-6215 Telephone	TK031215	521.08	FEBRUARY PD		00086879	03/12/2015
			<b>Check Total:</b>		<b>1,671.83</b>				
MW OH	TIME WARNER CABLE V004450	MARCH FIBER OPTICS CHARGES	109595-6215 Telephone	TK031215	1,041.43	35200 MAR 15		00086880	03/12/2015
			<b>Check Total:</b>		<b>1,041.43</b>				
MW OH	UCEDA, JOSE V005936	PD TRAINING MEALS	103041-6250 Staff Training	TK031215	40.00	031015		00086881	03/12/2015
			<b>Check Total:</b>		<b>40.00</b>				
MW OH	US LEGAL SUPPORT INC V009323	LEGAL SERVICES	404582-6006 / 10037-6006 Litigation	TK031215	136.19	716756		00086882	03/12/2015
MW OH	US LEGAL SUPPORT INC V009323	LEGAL SERVICES	404582-6006 / 10037-6006 Litigation	TK031215	127.46	750250		00086882	03/12/2015
MW OH	US LEGAL SUPPORT INC V009323	LEGAL SERVICES	404582-6006 / 10037-6006 Litigation	TK031215	101.00	783915		00086882	03/12/2015
MW OH	US LEGAL SUPPORT INC V009323	LEGAL SERVICES	404582-6006 / 10037-6006 Litigation	TK031215	86.00	783916		00086882	03/12/2015
MW OH	US LEGAL SUPPORT INC V009323	LEGAL SERVICES	404582-6006 / 10037-6006 Litigation	TK031215	123.00	793787		00086882	03/12/2015
MW OH	US LEGAL SUPPORT INC V009323	LEGAL SERVICES	404582-6006 / 10037-6006 Litigation	TK031215	182.43	794299		00086882	03/12/2015
			<b>Check Total:</b>		<b>756.08</b>				
MW OH	VERIZON WIRELESS V008735	1/21-2/20 PD AIRCARDS	109595-6215 Telephone	TK031215	1,300.26	9740904613		00086883	03/12/2015
MW OH	VERIZON WIRELESS V008735	1/21-2/20 IPAD CHARGES	109595-6215 Telephone	TK031215	76.02	9740904614		00086883	03/12/2015
MW OH	VERIZON WIRELESS V008735	1/21-2/20 GIGABYTE USAGE	109595-6215 / 61139-6215 Telephone	TK031215	38.01	9740910857		00086883	03/12/2015

**City of Placentia**  
**Check Register**  
**For 04/01/2015**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				<b>Check Total:</b>	<b>1,414.29</b>				
MW OH	VILLANUEVA, JOSE V009671	DEPOSIT REFUND-BACKS BLDG	100000-4385 Facility Rental	TK031215	150.00	200520.002		00086884	03/12/2015
				<b>Check Total:</b>	<b>150.00</b>				
MW OH	WEST COAST LIGHTS & SIRENS V006106	REPAIR VEHICLE LIGHTS/SIRENS	103658-6301 Special Department Supplies	TK031215	2,096.44	10791		00086885	03/12/2015
				<b>Check Total:</b>	<b>2,096.44</b>				
MW OH	WESTERN TRANSIT V008280	FEB SR. TRANSPORTATION	504071-6401 Community Programs	TK031215	3,619.70	2.2338		00086886	03/12/2015
				<b>Check Total:</b>	<b>3,619.70</b>				
MW OH	WHIPPLE, LINDSAY V009214	FACILITY KEY DEPOSIT REFUND	100000-4385 / 79160-4385 Facility Rental	TK031215	25.00	022514		00086887	03/12/2015
				<b>Check Total:</b>	<b>25.00</b>				
MW OH	WILLDAN ENGINEERING V007112	OCT TRAFFIC ENGINEERING	333552-6185 / 61098-6185 Construction Services	TK031215	210.00	00613084		00086888	03/12/2015
MW OH	WILLDAN ENGINEERING V007112	JAN ENGINEERING SERVICES	484376-6120 R & M/Sewer & Storm Drain	TK031215	97.50	00513356	P10416	00086888	03/12/2015
MW OH	WILLDAN ENGINEERING V007112	OCT TRAFFIC ENGINEERING	333552-6015 / 6105615155-6015 Engineering Services	TK031215	2,450.00	00613089	P10441	00086888	03/12/2015
MW OH	WILLDAN ENGINEERING V007112	NOV-DEC TRAFFIC ENGINEERING	333552-6015 / 6105615155-6015 Engineering Services	TK031215	210.00	00613099	P10441	00086888	03/12/2015
MW OH	WILLDAN ENGINEERING V007112	AUG TRAFFIC ENGINEERING	333552-6185 / 6112040019-6185 Construction Services	TK031215	1,190.00	00612930	P10443	00086888	03/12/2015
MW OH	WILLDAN ENGINEERING V007112	OCT TRAFFIC ENGINEERING	333552-6185 / 6112040019-6185 Construction Services	TK031215	840.00	00613085	P10443	00086888	03/12/2015
MW OH	WILLDAN ENGINEERING V007112	NOV-DEC TRAFFIC ENGINEERING	333552-6185 / 6112040019-6185 Construction Services	TK031215	420.00	00613097	P10443	00086888	03/12/2015
				<b>Check Total:</b>	<b>5,417.50</b>				
MW OH	WM CURBSIDE INC	JAN USED OIL COLLECTION	504315-6301	TK031215	77.00	0000933-2960-5		00086889	03/12/2015

**City of Placentia  
Check Register  
For 04/01/2015**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
	V000230		Special Department Supplies					
MW OH	WM CURBSIDE INC V000230	FEB USED OIL COLLECTION	504315-6301 Special Department Supplies	TK031215	154.00 0000973-2960-1		00086889	03/12/2015
			<b>Check Total:</b>		<b>231.00</b>			
MW OH	WORTH, ROBERT V009677	DEMOLITION BOND REFUND	0044-2033 Construction & Demo Deposit	TK031215	500.00 40-14-21		00086890	03/12/2015
			<b>Check Total:</b>		<b>500.00</b>			
MW OH	YORBA LINDA WATER V006633	FEB SEWER FEES	484356-6297 Billing Services	TK031215	254.88 79456		00086891	03/12/2015
			<b>Check Total:</b>		<b>254.88</b>			
MW IP	MANAGED MOBILE INC V009496	VEHICLE MAINTENANCE	103658-6290 Dept. Contract Services	ITK0316	705.91 67873	P10376	00086892	03/16/2015
MW IP	MANAGED MOBILE INC V009496	VEHICLE MAINTENANCE	103658-6290 Dept. Contract Services	ITK0316	2,533.11 67917	P10376	00086892	03/16/2015
MW IP	MANAGED MOBILE INC V009496	VEHICLE MAINTENANCE	103658-6290 Dept. Contract Services	ITK0316	98.10 67951	P10376	00086892	03/16/2015
MW IP	MANAGED MOBILE INC V009496	VEHICLE MAINTENANCE	103658-6290 Dept. Contract Services	ITK0316	1,925.96 68061	P10376	00086892	03/16/2015
MW IP	MANAGED MOBILE INC V009496	VEHICLE MAINTENANCE	103658-6290 Dept. Contract Services	ITK0316	1,100.08 68090	P10376	00086892	03/16/2015
MW IP	MANAGED MOBILE INC V009496	VEHICLE MAINTENANCE	103658-6290 Dept. Contract Services	ITK0316	452.61 68150	P10376	00086892	03/16/2015
MW IP	MANAGED MOBILE INC V009496	VEHICLE MAINTENANCE	103658-6290 Dept. Contract Services	ITK0316	978.82 68190	P10376	00086892	03/16/2015
MW IP	MANAGED MOBILE INC V009496	VEHICLE MAINTENANCE	103658-6290 Dept. Contract Services	ITK0316	1,838.22 68220	P10376	00086892	03/16/2015
			<b>Check Total:</b>		<b>9,632.81</b>			
MW OH	CALIFORNIA STATE V004813	P/E 3/14/15 PD DATE 3/20/15	0010-2196 Garnishments W/H	PY15006	461.53 2700/1501006		00086893	03/19/2015

**City of Placentia  
Check Register  
For 04/01/2015**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
			<b>Check Total:</b>		<b>461.53</b>				
MW OH	CALPERS LONG-TERM CARE V000845	CARE/E 3/14/15 PD DATE 3/20/15	0010-2160 PERS Long Term Care	PY15006	22.10	2630/1501006		00086894	03/19/2015
			<b>Check Total:</b>		<b>22.10</b>				
MW OH	GREAT WEST V006983	P/E 3/14/15 PD DATE 3/20/15	0048-2172 Deferred Comp Pay. - Gr West	PY15006	21.12	2607/1501006		00086895	03/19/2015
MW OH	GREAT WEST V006983	P/E 3/14/15 PD DATE 3/20/15	0010-2172 Deferred Comp Pay. - Gr West	PY15006	696.82	2607/1501006		00086895	03/19/2015
MW OH	GREAT WEST V006983	P/E 3/14/15 PD DATE 3/20/15	0029-2172 Deferred Comp Pay. - Gr West	PY15006	9.94	2607/1501006		00086895	03/19/2015
			<b>Check Total:</b>		<b>727.88</b>				
MW OH	ORANGE COUNTY V000699	P/E 3/14/15 PD DATE 3/20/15	0037-2176 PCEA/OCEA Assoc Dues	PY15006	5.75	2610/1501006		00086896	03/19/2015
MW OH	ORANGE COUNTY V000699	P/E 3/14/15 PD DATE 3/20/15	0010-2176 PCEA/OCEA Assoc Dues	PY15006	303.56	2610/1501006		00086896	03/19/2015
MW OH	ORANGE COUNTY V000699	P/E 3/14/15 PD DATE 3/20/15	0029-2176 PCEA/OCEA Assoc Dues	PY15006	8.64	2610/1501006		00086896	03/19/2015
MW OH	ORANGE COUNTY V000699	P/E 3/14/15 PD DATE 3/20/15	0048-2176 PCEA/OCEA Assoc Dues	PY15006	18.75	2610/1501006		00086896	03/19/2015
			<b>Check Total:</b>		<b>336.70</b>				
MW OH	PCEA C/O NORTH ORANGE V000679	OE 3/14/15 PD DATE 3/20/15	0037-2176 PCEA/OCEA Assoc Dues	PY15006	0.59	2615/1501006		00086897	03/19/2015
MW OH	PCEA C/O NORTH ORANGE V000679	OE 3/14/15 PD DATE 3/20/15	0010-2176 PCEA/OCEA Assoc Dues	PY15006	31.56	2615/1501006		00086897	03/19/2015
MW OH	PCEA C/O NORTH ORANGE V000679	OE 3/14/15 PD DATE 3/20/15	0029-2176 PCEA/OCEA Assoc Dues	PY15006	0.90	2615/1501006		00086897	03/19/2015
MW OH	PCEA C/O NORTH ORANGE V000679	OE 3/14/15 PD DATE 3/20/15	0048-2176 PCEA/OCEA Assoc Dues	PY15006	1.95	2615/1501006		00086897	03/19/2015
			<b>Check Total:</b>		<b>35.00</b>				

**City of Placentia  
Check Register  
For 04/01/2015**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	PLACENTIA POLICE V000839	P/E 3/14/15 PD DATE 3/20/15	0010-2180 Police Mgmt Assn Dues	PY15006	910.48	2625/1501006		00086898	03/19/2015
				<b>Check Total:</b>	<b>910.48</b>				
MW OH	PLACENTIA POLICE V003519	P/E 3/14/15 PD DATE 3/20/15	0010-2178 Placentia Police Assoc Dues	PY15006	2,985.30	2620/1501006		00086899	03/19/2015
				<b>Check Total:</b>	<b>2,985.30</b>				
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 3/14/15 PD DATE 3/20/15	0037-2170 Deferred Comp Payable - ICMA	PY15006	17.06	2606/1501006		00086900	03/19/2015
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 3/14/15 PD DATE 3/20/15	0029-2170 Deferred Comp Payable - ICMA	PY15006	19.17	2606/1501006		00086900	03/19/2015
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 3/14/15 PD DATE 3/20/15	0010-2170 Deferred Comp Payable - ICMA	PY15006	777.86	2606/1501006		00086900	03/19/2015
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 3/14/15 PD DATE 3/20/15	0048-2170 Deferred Comp Payable - ICMA	PY15006	28.77	2606/1501006		00086900	03/19/2015
				<b>Check Total:</b>	<b>842.86</b>				
MW OH	ANAHEIM FULLERTON V006631	DEC TOWING SERVICES	103047-6181 Towing Services	TK031815	2,994.75	DEC 14	P10557	00086901	03/19/2015
MW OH	ANAHEIM FULLERTON V006631	NOV TOWING SERVICES	103047-6181 Towing Services	TK031815	2,029.50	NOV 14	P10557	00086901	03/19/2015
MW OH	ANAHEIM FULLERTON V006631	OCT TOWING SERVICES	103047-6181 Towing Services	TK031815	3,531.00	OCT 14	P10557	00086901	03/19/2015
MW OH	ANAHEIM FULLERTON V006631	SEPT TOWING SERVICES	103047-6181 Towing Services	TK031815	4,479.75	SEPT 14	P10557	00086901	03/19/2015
				<b>Check Total:</b>	<b>13,035.00</b>				
MW OH	ANGEL, BRYCE V002886	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	TK031815	265.45	31715		00086902	03/19/2015
MW OH	ARAMARK UNIFORM V004232	FACILITY MAT CLEANING SVS	103554-6301 Special Department Supplies	TK031815	122.14	530467116		00086903	03/19/2015

**City of Placentia**  
**Check Register**  
**For 04/01/2015**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ARAMARK UNIFORM V004232	PW UNIFORMS	103650-6360 Uniforms	TK031815	101.43	530467115	P10406	00086903	03/19/2015
				<b>Check Total:</b>	<b>223.57</b>				
MW OH	ART OF DANCE & BALLETT V007955	WINTER INSTRUCTOR PAYMENT	104071-6060 Instructional Services	TK031815	346.45	WINTER 2015		00086904	03/19/2015
				<b>Check Total:</b>	<b>346.45</b>				
MW OH	AT&T V004144	FEB PHONE CHARGES	296561-6215 Telephone	TK031815	105.07	030115		00086905	03/19/2015
MW OH	AT&T V004144	FEB PHONE CHARGES	0010-1220 Accts Rec/Plac Library Dist	TK031815	8.48	030115		00086905	03/19/2015
MW OH	AT&T V004144	FEB PHONE CHARGES	109595-6215 / 61139-6215 Telephone	TK031815	16.95	030115		00086905	03/19/2015
MW OH	AT&T V004144	FEB PHONE CHARGES	109595-6215 Telephone	TK031815	683.50	030115		00086905	03/19/2015
				<b>Check Total:</b>	<b>814.00</b>				
MW OH	BICKMORE RISK SERVICES V006727	WORKERS COMP REVIEW	101512-6001 Management Consulting Services	TK031815	3,900.00	BRS-0011472	P10563	00086906	03/19/2015
				<b>Check Total:</b>	<b>3,900.00</b>				
MW OH	BLAIS & ASSOCIATES V008128	JAN GRANT WRITING SVS	109595-6999 Other Expenditure	TK031815	250.00	01-2015-PL1		00086907	03/19/2015
				<b>Check Total:</b>	<b>250.00</b>				
MW OH	CANON SOLUTIONS AMERICAMARCH V008809	COPIER USAGE-PD	109595-6175 Office Equipment Rental	TK031815	346.10	4015419869		00086908	03/19/2015
MW OH	CANON SOLUTIONS AMERICAMARCH V008809	COPIER USAGE-PD ADMIN	109595-6175 Office Equipment Rental	TK031815	293.92	4015419606	P10330	00086908	03/19/2015
				<b>Check Total:</b>	<b>640.02</b>				
MW OH	FAIRWAY FORD V000376	VEHICLE REPAIRS	103658-6134 Vehicle Repair & Maintenance	TK031815	580.00	11716		00086909	03/19/2015
				<b>Check Total:</b>	<b>580.00</b>				

**City of Placentia**  
**Check Register**  
**For 04/01/2015**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	FIS V008518	FEB CREDIT CARD SVS	102021-6025 Third Party Administration	TK031815	2,140.14	030915		00086910	03/19/2015
		<b>Check Total:</b>			<b>2,140.14</b>				
MW OH	GAS CO, THE V000909	JAN-MARCH GAS CHARGES	109595-6340 Natural Gas	TK031815	30.57	030315		00086911	03/19/2015
		<b>Check Total:</b>			<b>30.57</b>				
MW OH	GE CAPITAL V008085	MAY COPIER LEASE-PW	484376-6175 Office Equipment Rental	TK031815	259.22	62367244	P10281	00086912	03/19/2015
		<b>Check Total:</b>			<b>259.22</b>				
MW OH	GOLDEN STATE WATER V000928	DEC-MARCH WATER CHARGES	109595-6335 Water	TK031815	1,072.87	031215		00086913	03/19/2015
MW OH	GOLDEN STATE WATER V000928	DEC-MARCH WATER CHARGES	109595-6335 / 61139-6335 Water	TK031815	442.37	031215		00086913	03/19/2015
MW OH	GOLDEN STATE WATER V000928	DEC-MARCH WATER CHARGES	296561-6335 Water	TK031815	132.02	031215		00086913	03/19/2015
		<b>Check Total:</b>			<b>1,647.26</b>				
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	TK031815	61.33	2221656-00		00086914	03/19/2015
		<b>Check Total:</b>			<b>61.33</b>				
MW OH	KBI & ASSOCIATES V002106	YOUTH SPORTS UNIFORMS	104071-6301 / 79376-6301 Special Department Supplies	TK031815	375.41	15737		00086915	03/19/2015
		<b>Check Total:</b>			<b>375.41</b>				
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS	103046-6360 / 50142-6360 Uniforms	TK031815	184.94	9128		00086916	03/19/2015
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS	103047-6360 / 50045-6360 Uniforms	TK031815	140.00	9401		00086916	03/19/2015
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS	103040-6360 Uniforms	TK031815	93.00	9401		00086916	03/19/2015
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS	103043-6360 / 50100-6360	TK031815	140.00	9401		00086916	03/19/2015
		<b>Check Total:</b>			<b>140.00</b>				

**City of Placentia**  
**Check Register**  
**For 04/01/2015**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
	V009178		Uniforms					
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS	103041-6360 / 50040-6360 Uniforms	TK031815	460.64 9401		00086916	03/19/2015
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS	103042-6360 / 50072-6360 Uniforms	TK031815	93.00 9401		00086916	03/19/2015
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS	103040-6360 Uniforms	TK031815	135.00 8919	P10324	00086916	03/19/2015
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS	103041-6360 Uniforms	TK031815	37.80 9208	P10324	00086916	03/19/2015
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS	103041-6360 Uniforms	TK031815	165.23 9324	P10324	00086916	03/19/2015
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS	103041-6360 Uniforms	TK031815	155.50 9358	P10324	00086916	03/19/2015
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS	103041-6360 Uniforms	TK031815	10.00 9409	P10324	00086916	03/19/2015
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS	103041-6360 Uniforms	TK031815	669.49 9452	P10324	00086916	03/19/2015
				<b>Check Total:</b>	<b>2,284.60</b>			
MW OH	MANAGED HEALTH V008122	JAN EAP SERVICES	395083-5161 Health Insurance Premiums	TK031815	308.20 3200064393		00086917	03/19/2015
				<b>Check Total:</b>	<b>308.20</b>			
MW OH	MARTINEZ, STEVE V006490	FEB RESERVE OFFICER STIPEND	103041-5005 / 50065-5005 Salaries/Part-Time	TK031815	200.00 FEB 2015		00086918	03/19/2015
MW OH	MARTINEZ, STEVE V006490	JAN RESERVE OFFICER STIPEND	103041-5005 / 50065-5005 Salaries/Part-Time	TK031815	200.00 JAN 2015		00086918	03/19/2015
				<b>Check Total:</b>	<b>400.00</b>			
MW OH	MAURER, MARIA ELENA V004625	CPRS CONF-AIRFARE, HOTEL	104071-6245 Meetings & Conferences	TK031815	497.26 T64348053		00086919	03/19/2015
				<b>Check Total:</b>	<b>497.26</b>			

**City of Placentia**  
**Check Register**  
**For 04/01/2015**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	NICHOLS CONSULTING V009681	CONSULTING SERVICES	103040-6290 Dept. Contract Services	TK031815	500.00	2015-9830101-01		00086920	03/19/2015
MW OH	NIETO, MINERVA V009682	DEPOSIT REFUND-KRAEMER PARK	100000-4385 Facility Rental	<b>Check Total:</b> TK031815	<b>500.00</b> 100.00	2000539.002		00086921	03/19/2015
MW OH	OFFICE INDUSTRIES V007477	RECYCLED PAPER	374386-6315 Office Supplies	<b>Check Total:</b> TK031815	<b>100.00</b> 244.13	048624		00086922	03/19/2015
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	101513-6315 Office Supplies	TK031815	98.14	0486421		00086922	03/19/2015
MW OH	ORANGE COUNTY REGISTER V009669	MAR-MAY FARMERS MKT ADS	101572-6225 Advertising/Promotional	<b>Check Total:</b> TK031815	<b>342.27</b> 2,970.00	030315	P10549	00086923	03/19/2015
MW OH	ORANGE COUNTY V007306	FEB PARKING CITATIONS	0044-2038 Parking Fines	<b>Check Total:</b> TK031815	<b>2,970.00</b> 6,562.50	031115		00086924	03/19/2015
MW OH	PARS V006999	MARCH PARS TRUST ADMIN SVS	395083-6025 Third Party Administration	<b>Check Total:</b> TK031815	<b>6,562.50</b> 438.83	31065		00086925	03/19/2015
MW OH	RIPPETOE LAW PC V008778	OCT LEGAL SERVICES	404582-6006 / 10039-6006 Litigation	<b>Check Total:</b> TK031815	<b>438.83</b> 571.45	120526		00086926	03/19/2015
MW OH	RIPPETOE LAW PC V008778	OCT LEGAL SERVICES	404582-6006 / 10040-6006 Litigation	TK031815	3,178.18	120535		00086926	03/19/2015
MW OH	RIPPETOE LAW PC V008778	OCT LEGAL SERVICES	404582-6006 / 10039-6006 Litigation	TK031815	1.65	120565		00086926	03/19/2015
MW OH	RIPPETOE LAW PC V008778	NOV LEGAL SERVICES	404582-6006 / 10040-6006 Litigation	TK031815	2,007.01	120566		00086926	03/19/2015
MW OH	RIPPETOE LAW PC	OCT LEGAL SERVICES	404582-6006 / 10039-6006	TK031815	77.85	120605		00086926	03/19/2015

**City of Placentia  
Check Register  
For 04/01/2015**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V008778		Litigation						
MW OH	RIPPETOE LAW PC V008778	DEC LEGAL SERVICES	404582-6006 / 10040-6006 Litigation	TK031815	4,249.71	120606		00086926	03/19/2015
MW OH	RIPPETOE LAW PC V008778	JAN LEGAL SERVICES	404582-6006 / 10039-6006 Litigation	TK031815	360.45	120646		00086926	03/19/2015
MW OH	RIPPETOE LAW PC V008778	JAN LEGAL SERVICES	404582-6006 / 10040-6006 Litigation	TK031815	1,164.10	120647		00086926	03/19/2015
			<b>Check Total:</b>		<b>11,610.40</b>				
MW OH	SHRED-IT LOS ANGELES V000905	3/11 SHRED SERVICES	374386-6299 Other Purchased Services	TK031815	92.74	9405166946		00086927	03/19/2015
			<b>Check Total:</b>		<b>92.74</b>				
MW OH	SMITH, WARD V002806	PD WORKSHOP REIMBURSEMENT	103040-6245 Meetings & Conferences	TK031815	169.69	100314		00086928	03/19/2015
			<b>Check Total:</b>		<b>169.69</b>				
MW OH	SOUTHERN CALIFORNIA V000910	JULY-MARCH ELECTRICAL CHARGE	96561-6330 Electricity	TK031815	274.60	031315		00086929	03/19/2015
MW OH	SOUTHERN CALIFORNIA V000910	JULY-MARCH ELECTRICAL CHARGE	9595-6330 / 61139-6330 Electricity	TK031815	656.73	031315		00086929	03/19/2015
MW OH	SOUTHERN CALIFORNIA V000910	JULY-MARCH ELECTRICAL CHARGE	010-1228 AR/County of Orange	TK031815	17.32	031315		00086929	03/19/2015
MW OH	SOUTHERN CALIFORNIA V000910	JULY-MARCH ELECTRICAL CHARGE	86560-6330 Electricity	TK031815	30,748.04	031315		00086929	03/19/2015
MW OH	SOUTHERN CALIFORNIA V000910	JULY-MARCH ELECTRICAL CHARGE	9595-6330 Electricity	TK031815	12,150.97	031315		00086929	03/19/2015
			<b>Check Total:</b>		<b>43,847.66</b>				
MW OH	TALX UC eXpress V002944	12/1-2/28 UNEMPLOYMENT MNGMT	404581-5155 Employee Insurance Claims	TK031815	228.67	1726416		00086930	03/19/2015
MW OH	TALX UC eXpress V002944	3/1-5/31 UNEMPLOYMENT MNGMT	404581-5155 Employee Insurance Claims	TK031815	250.00	1789635		00086930	03/19/2015

**City of Placentia**  
**Check Register**  
**For 04/01/2015**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
				<b>Check Total:</b>	<b>478.67</b>			
MW OH	TRIEPEI SMITH & V007848	3/9-12 IT CONSULTING SVS	421523-6290 Dept. Contract Services	TK031815	687.50 1417	P10432	00086931	03/19/2015
				<b>Check Total:</b>	<b>687.50</b>			
MW OH	YBARRA, CANDACE V009683	CLASS REFUND	100000-4340 / 79348-4340 Recreation Programs	TK031815	110.00 2000537.002		00086932	03/19/2015
				<b>Check Total:</b>	<b>110.00</b>			
MW OH	YORBA LINDA WATER V001148	FEB-MARCH WATER CHARGES	109595-6335 Water	TK031815	154.33 030915		00086933	03/19/2015
				<b>Check Total:</b>	<b>154.33</b>			
MW OH	KEEN DAVID V004024	3/1-3/14 DISABILITY	103041-5001 Salaries/Full-Time Regular	JW32315A	1,681.56 031615		00086934	03/23/2015
				<b>Check Total:</b>	<b>1,681.56</b>			
MW OH	MOORE, MIKE V004408	3/1-3/14 DISABILITY	103041-5001 Salaries/Full-Time Regular	JW32315A	1,701.05 031615		00086935	03/23/2015
				<b>Check Total:</b>	<b>1,701.05</b>			
MW OH	ARAMARK UNIFORM V004232	FACILITY MAT CLEANING SVS	103554-6301 Special Department Supplies	TK032515	179.06 530484093		00086936	03/26/2015
MW OH	ARAMARK UNIFORM V004232	PW UNIFORMS	103650-6360 Uniforms	TK032515	182.00 530484092	P10406	00086936	03/26/2015
				<b>Check Total:</b>	<b>361.06</b>			
MW OH	ATHENS SERVICES V006622	FEB STREET SWEEPING	374387-6099 Other Professional Services	TK032515	14,026.82 747295	P10496	00086937	03/26/2015
				<b>Check Total:</b>	<b>14,026.82</b>			
MW OH	BEARD ELECTRIC V004055	ELECTRICAL MAINT-PLACENTIA	AVB03554-6290 / 61138-6290 Dept. Contract Services	TK032515	3,595.00 49547	P10560	00086938	03/26/2015
MW OH	BEARD ELECTRIC V004055	ELECTRICAL MAINT-KRAEMER BLVD	03554-6290 / 61139-6290 Dept. Contract Services	TK032515	106.25 49548	P10560	00086938	03/26/2015
MW OH	BEARD ELECTRIC	ELECT MAINT-BREAKIN MELROSE	103554-6130	TK032515	1,823.29 49575	P10560	00086938	03/26/2015

**City of Placentia**  
**Check Register**  
**For 04/01/2015**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V004055		Repair & Maint/Facilities						
MW OH	BEARD ELECTRIC V004055	ELECTRICAL MAINT-PLACENTIA	AVB3554-6290 / 61138-6290 Dept. Contract Services	TK032515	1,684.25	49576	P10560	00086938	03/26/2015
MW OH	BEARD ELECTRIC V004055	ELECTRICAL MAINT-PLACENTIA	AVB3554-6290 / 61138-6290 Dept. Contract Services	TK032515	977.75	49628	P10560	00086938	03/26/2015
			<b>Check Total:</b>		<b>8,186.54</b>				
MW OH	CARWASH OF AMERICA V000771	FEB PD CAR WASHES	103658-6134 Vehicle Repair & Maintenance	TK032515	497.66	FEB 15		00086939	03/26/2015
MW OH	CARWASH OF AMERICA V000771	FEB CITY CAR WASHES	103658-6134 Vehicle Repair & Maintenance	TK032515	13.99	FEB 15		00086939	03/26/2015
			<b>Check Total:</b>		<b>511.65</b>				
MW OH	CBE V008124	FEB COPIER MAINT-PW	484376-6175 Office Equipment Rental	TK032515	113.59	IN1662126		00086940	03/26/2015
			<b>Check Total:</b>		<b>113.59</b>				
MW OH	CITY OF FULLERTON V000385	SEPT-JAN SHARED SIGNAL MAINT	103652-6099 Other Professional Services	TK032515	583.78	AR122485		00086941	03/26/2015
			<b>Check Total:</b>		<b>583.78</b>				
MW OH	CLEAN CITY V007411	FEB CLEAN/GRAFFITI REMOVAL	SVS03652-6290 Dept. Contract Services	TK032515	19,273.00	711	P10437	00086942	03/26/2015
			<b>Check Total:</b>		<b>19,273.00</b>				
MW OH	CLEAR CHOICE LIEN SALES V005847	MARCH LIEN SERVICES	103047-6182 Lien Services	TK032515	137.50	215	P10458	00086943	03/26/2015
MW OH	CLEAR CHOICE LIEN SALES V005847	MARCH LIEN SERVICES	103047-6182 Lien Services	TK032515	50.00	221B	P10458	00086943	03/26/2015
MW OH	CLEAR CHOICE LIEN SALES V005847	MARCH LIEN SERVICES	103047-6182 Lien Services	TK032515	7.50	6826	P10458	00086943	03/26/2015
MW OH	CLEAR CHOICE LIEN SALES V005847	MARCH LIEN SERVICES	103047-6182 Lien Services	TK032515	15.00	6830	P10458	00086943	03/26/2015
			<b>Check Total:</b>		<b>210.00</b>				

**City of Placentia  
Check Register  
For 04/01/2015**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	DEPARTMENT OF JUSTICE V000213	DEC LIVESCAN PROCESSING	0044-2053 DOJ Livescan	TK032515	108.00	076053		00086944	03/26/2015
MW OH	DEPARTMENT OF JUSTICE V000213	DEC LIVESCAN PROCESSING	0044-2054 FBI Livescan	TK032515	34.00	076053		00086944	03/26/2015
MW OH	DEPARTMENT OF JUSTICE V000213	JAN LIVESCAN PROCESSING	0044-2054 FBI Livescan	TK032515	17.00	081300		00086944	03/26/2015
MW OH	DEPARTMENT OF JUSTICE V000213	JAN LIVESCAN PROCESSING	101512-6099 Other Professional Services	TK032515	230.00	081300		00086944	03/26/2015
MW OH	DEPARTMENT OF JUSTICE V000213	JAN LIVESCAN PROCESSING	0044-2053 DOJ Livescan	TK032515	32.00	081300		00086944	03/26/2015
				<b>Check Total:</b>	<b>421.00</b>				
MW OH	DEROSE PROMOS V009687	OUTGOING MAYOR/COUNCIL GIFT	101001-6301 Special Department Supplies	TK032515	123.06	71799		00086945	03/26/2015
				<b>Check Total:</b>	<b>123.06</b>				
MW OH	FIREMASTER V000409	FIRE EXTINGUISHERS MAINT	103658-6301 Special Department Supplies	TK032515	949.98	0000240918		00086946	03/26/2015
				<b>Check Total:</b>	<b>949.98</b>				
MW OH	FLASHBAY INC V009680	USB DRIVE BUSINESS CARDS	102534-6225 Advertising/Promotional	TK032515	1,280.50	IN471009	P10561	00086947	03/26/2015
				<b>Check Total:</b>	<b>1,280.50</b>				
MW OH	GALLA-RINI ROOFING V002994	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	TK032515	100.00	30-15-012		00086948	03/26/2015
				<b>Check Total:</b>	<b>100.00</b>				
MW OH	GOMEZ, ROSIE V008922	PD TRAINING MEALS	103046-6250 Staff Training	TK032515	40.00	032415		00086949	03/26/2015
				<b>Check Total:</b>	<b>40.00</b>				
MW OH	GONSALVES & SON, JOE V005577	APRIL LEGISLATIVE SERVICES	101001-6099 Other Professional Services	TK032515	4,000.00	25151	P10304	00086950	03/26/2015
				<b>Check Total:</b>	<b>4,000.00</b>				

**City of Placentia  
Check Register  
For 04/01/2015**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	HARRIS & ASSOCIATES V007293	SIGNING & STRIPING PLAN SVS	103550-6015 Engineering Services	TK032515	2,365.00	27801	P10543	00086951	03/26/2015
		<b>Check Total:</b>			<b>2,365.00</b>				
MW OH	HENSEL DIVERSIFIED V007413	HOUSING REHAB 161 ORANGETHOR	302535-6401 Community Programs	TK032515	16,345.00	0121151	P10571	00086952	03/26/2015
MW OH	HENSEL DIVERSIFIED V007413	HOUSING REHAB 707 GLENLAKE DR	302535-6401 Community Programs	TK032515	12,051.00	0122151	P10571	00086952	03/26/2015
MW OH	HENSEL DIVERSIFIED V007413	HOUSING REHAB 161 ORANGETHOR	302535-6401 Community Programs	TK032515	12,488.00	122152	P10571	00086952	03/26/2015
		<b>Check Total:</b>			<b>40,884.00</b>				
MW OH	HI-WAY SAFETY RENTALS V000459	STREET SIGNS	103652-6310 Street Signs	TK032515	7,637.38	27518	P10544	00086953	03/26/2015
MW OH	HOYT ROOFS INC V003476	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	TK032515	100.00	30-15-18		00086954	03/26/2015
		<b>Check Total:</b>			<b>7,637.38</b>				
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	TK032515	245.20	2225145-00		00086955	03/26/2015
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	TK032515	9.80	2225145-01		00086955	03/26/2015
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION VALVE REPAIR-LMD	296561-6130 Repair & Maint/Facilities	TK032515	100.06	2229819-00		00086955	03/26/2015
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	TK032515	14.02	2229822-00		00086955	03/26/2015
		<b>Check Total:</b>			<b>369.08</b>				
MW OH	LILLEY PLANNING GROUP V008540	2/4-25 PW INSPECTIONS BEAZER	0044-2048 / 61135-2048 Engineering Plan Check Deposit	TK032515	500.00	PLA156 C3		00086956	03/26/2015
MW OH	LILLEY PLANNING GROUP V008540	2/25,26 PW INSPECTIONS-BEAZER	0044-2048 / 45040-2048 Engineering Plan Check Deposit	TK032515	400.00	PLA162 B2		00086956	03/26/2015

**City of Placentia  
Check Register  
For 04/01/2015**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				<b>Check Total:</b>	<b>900.00</b>				
MW OH	MC FADDEN-DALE V000635	PW SUPPLIES	103658-6301 Special Department Supplies	TK032515	34.78	187140/5		00086957	03/26/2015
				<b>Check Total:</b>	<b>34.78</b>				
MW OH	MUNITEMPS V009595	1/12-23 CITY CLERK SERVICES	101513-6099 Other Professional Services	TK032515	4,998.00	125293	P10568	00086958	03/26/2015
MW OH	MUNITEMPS V009595	2/9-19 CITY CLERK SERVICES	101513-6099 Other Professional Services	TK032515	5,250.88	125373	P10568	00086958	03/26/2015
MW OH	MUNITEMPS V009595	2/23-3/5 CITY CLERK SERVICES	101513-6099 Other Professional Services	TK032515	5,384.75	125411	P10568	00086958	03/26/2015
MW OH	MUNITEMPS V009595	3/9-19 CITY CLERK SERVICES	101513-6099 Other Professional Services	TK032515	4,432.76	125448	P10568	00086958	03/26/2015
				<b>Check Total:</b>	<b>20,066.39</b>				
MW OH	MUSTARD SEED PRINTING V009684	PRESENTATION FOLDERS DEP	102534-6225 Advertising/Promotional	TK032515	316.10	2234	P10569	00086959	03/26/2015
MW OH	MUSTARD SEED PRINTING V009684	ICSC CONFERENCE DISPLAY DEP	102534-6225 Advertising/Promotional	TK032515	1,353.22	2232	P10570	00086959	03/26/2015
				<b>Check Total:</b>	<b>1,669.32</b>				
MW OH	NELSON/NYGAARD V009556	FEB PRKNG IN LIEU STUDY SVS	109595-6999 Other Expenditure	TK032515	1,281.00	63390	P10471	00086960	03/26/2015
				<b>Check Total:</b>	<b>1,281.00</b>				
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103550-6315 Office Supplies	TK032515	107.98	048555I		00086961	03/26/2015
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103550-6315 Office Supplies	TK032515	25.44	048583I		00086961	03/26/2015
				<b>Check Total:</b>	<b>133.42</b>				
MW OH	PACIFIC MH CONSTRUCTION V009236	HOUSING REHAB 161 ORANGETHOR	302535-6401 Community Programs	TK032515	12,450.00	187673	P10572	00086962	03/26/2015
MW OH	PACIFIC MH CONSTRUCTION V009236	HOUSING REHAB 521 W. CHAPMAN	302535-6401	TK032515	8,300.00	187675	P10572	00086962	03/26/2015

**City of Placentia  
Check Register  
For 04/01/2015**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V009236		Community Programs						
			<b>Check Total:</b>		<b>20,750.00</b>				
MW OH	PARKHOUSE TIRE INC V004472	TIRES	103658-6134 Vehicle Repair & Maintenance	TK032515	1,040.04	1020143660		00086963	03/26/2015
			<b>Check Total:</b>		<b>1,040.04</b>				
MW OH	PIVAROFF, DAN V009685	PD TRAINING MEALS	103046-6250 Staff Training	TK032515	40.00	232415		00086964	03/26/2015
			<b>Check Total:</b>		<b>40.00</b>				
MW OH	PRINCIPAL FINANCIAL V000844	MARCH LIFE INSURANCE	101512-5163 Life Insurance Premiums	TK032515	126.23	124122541000-00		00086965	03/26/2015
MW OH	PRINCIPAL FINANCIAL V000844	MARCH LIFE INSURANCE	395083-5163 Life Insurance Premiums	TK032515	402.45	124122541000-00		00086965	03/26/2015
MW OH	PRINCIPAL FINANCIAL V000844	MARCH LIFE INSURANCE	101511-5163 Life Insurance Premiums	TK032515	60.35	124122541000-00		00086965	03/26/2015
MW OH	PRINCIPAL FINANCIAL V000844	MARCH LIFE INSURANCE	102020-5163 Life Insurance Premiums	TK032515	196.90	124122541000-00		00086965	03/26/2015
			<b>Check Total:</b>		<b>785.93</b>				
MW OH	RAGGED ROBIN RANCH INC3/12 V009274	PLANNING SERVICES	0044-2048 / 61135-2048 Engineering Plan Check Deposit	TK032515	67.50	CR319A		00086966	03/26/2015
MW OH	RAGGED ROBIN RANCH INC3/13,16 V009274	PLANNING SERVICES	0044-2048 / 45054-2048 Engineering Plan Check Deposit	TK032515	506.25	CR319A		00086966	03/26/2015
MW OH	RAGGED ROBIN RANCH INC3/12,19 V009274	PLANNING SERVICES	0044-2048 / 45050-2048 Engineering Plan Check Deposit	TK032515	135.00	CR319A		00086966	03/26/2015
MW OH	RAGGED ROBIN RANCH INC3/9-19 V009274	PLANNING SERVICES	102531-6290 Dept. Contract Services	TK032515	7,103.75	CR319	P10340	00086966	03/26/2015
			<b>Check Total:</b>		<b>7,812.50</b>				
MW OH	REIMER, DEBORAH V009346	3/9-19 BLDG PERMIT TECH SVS	102532-6290 Dept. Contract Services	TK032515	2,887.50	0130	P10366	00086967	03/26/2015
			<b>Check Total:</b>		<b>2,887.50</b>				

**City of Placentia**  
**Check Register**  
**For 04/01/2015**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	REYES, SASHA V009686	DEPOSIT REFUND-KRAEMER PARK	100000-4385 Facility Rental	TK032515	100.00	2000551.002		00086968	03/26/2015
				<b>Check Total:</b>	<b>100.00</b>				
MW OH	RODRIGUEZ, DONNA V005014	COMMUNITY CHORUS SHEET MUSIC	80034-2040 Special Deposits	TK032515	241.86	032615		00086969	03/26/2015
				<b>Check Total:</b>	<b>241.86</b>				
MW OH	SA AQUATICS V002842	FEB FOUNTAIN MAINT	0010-1220 Accts Rec/Plac Library Dist	TK032515	142.50	204084		00086970	03/26/2015
MW OH	SA AQUATICS V002842	FEB FOUNTAIN MAINT	103554-6290 Dept. Contract Services	TK032515	142.50	204084		00086970	03/26/2015
				<b>Check Total:</b>	<b>285.00</b>				
MW OH	US BANK PARS #6746022400 V008781	PARS/ARS P/E 3/14 PD 3/20	0010-2126 Employee PARS/ARS W/H	TK032515	1,168.22	31915J		00086971	03/26/2015
MW OH	US BANK PARS #6746022400 V008781	PARS/ARS P/E 3/14 PD 3/20	0010-2131 Employer PARS/ARS Payable	TK032515	1,168.22	31915J		00086971	03/26/2015
				<b>Check Total:</b>	<b>2,336.44</b>				
MW OH	US LEGAL SUPPORT INC V008962	LEGAL SERVICES	404582-6006 / 10040-6006 Litigation	TK032515	139.96	828733		00086972	03/26/2015
				<b>Check Total:</b>	<b>139.96</b>				
MW OH	ORANGE COUNTY FIRE V000704	3RD QTR FACILITIES MAINT	103044-6130 Repair & Maint/Facilities	TK033015	608.33	S0291510	P10427	00086973	03/30/2015
MW OH	ORANGE COUNTY FIRE V000704	VEHICLE REPLACEMENT FUND 133	333558-6842 / 61113-6842 Vehicles	TK033015	35,524.00	S0291510	P10427	00086973	03/30/2015
MW OH	ORANGE COUNTY FIRE V000704	3RD QTR FIRE/PARAMEDIC SVS	103044-6190 Fire Authority Services	TK033015	1,362,319.50	S0291510	P10427	00086973	03/30/2015
				<b>Check Total:</b>	<b>1,398,451.83</b>				
MW IP	MANAGED MOBILE INC V009496	VEHICLE MAINTENANCE	103658-6290 Dept. Contract Services	ITK0331	316.16	68274	P10376	00086974	03/31/2015
MW IP	MANAGED MOBILE INC	VEHICLE MAINTENANCE	103658-6290	ITK0331	333.69	68296	P10376	00086974	03/31/2015

**City of Placentia  
Check Register  
For 04/01/2015**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V009496		Dept. Contract Services						
MW IP	MANAGED MOBILE INC V009496	VEHICLE MAINTENANCE	103658-6290 Dept. Contract Services	ITK0331	515.84	68348	P10376	00086974	03/31/2015
				<b>Check Total:</b>	<b>1,165.69</b>				
MW IP	BANK OF AMERICA V008741	2/3 COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	TK033115	43.70	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	2/3 COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	TK033115	17.55	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	P.A.R.K.S EXCURISON	0044-2040 / 79520-2040 Special Deposits	TK033115	620.00	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	2/17 COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	TK033115	43.49	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	SR CENTER SUPPLIES	0044-2040 / 79278-2040 Special Deposits	TK033115	10.00	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	2/17 COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	TK033115	32.36	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	PD TRAINING REG-UCEDA	103042-6250 Staff Training	TK033115	45.00	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	PD TRAINING REG-EILEY	103042-6250 Staff Training	TK033115	65.00	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	EVIDENCE COLLECTION SUPPLIES	103043-6301 Special Department Supplies	TK033115	608.15	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	FBI ACADEMY SUPPLIES PASCARELLI	103043-6301 / 50100-6301 Special Department Supplies	TK033115	86.40	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	THUMB DRIVES FOR PD	103043-6301 / 50100-6301 Special Department Supplies	TK033115	41.50	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	DUI CHECKPOINT SUPPLIES	103047-6301 Special Department Supplies	TK033115	3.23	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	DUI CHECKPOINT SUPPLIES	103047-6301 Special Department Supplies	TK033115	99.98	FEBRUARY 15		00086975	04/01/2015

**City of Placentia  
Check Register  
For 04/01/2015**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW IP	BANK OF AMERICA V008741	BATTERY CHARGE FOR PW CAMERA	103550-6315 Office Supplies	TK033115	20.67	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	PED BRIDGE REPAIR SUPPLIES	103554-6130 Repair & Maint/Facilities	TK033115	55.02	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	LIBRARY SHELVING MATERIALS	103554-6130 Repair & Maint/Facilities	TK033115	119.87	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	ICE MAKER FOR PW	103554-6137 Repair Maint/Equipment	TK033115	2,235.32	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	SINK FOR CITY HALL	103554-6137 Repair Maint/Equipment	TK033115	280.80	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	FAUCET FOR BACKS BLDG	103554-6137 Repair Maint/Equipment	TK033115	108.50	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	TEEN CENTER REPAIR MATERIALS	103554-6137 Repair Maint/Equipment	TK033115	130.67	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	ADMIN OFFICE SUPPLIES	103554-6301 Special Department Supplies	TK033115	5.34	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	REIMBURSED CHARGE	103554-6301 Special Department Supplies	TK033115	26.60	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	SIGN SHOP SUPPLIES	103652-6301 Special Department Supplies	TK033115	111.56	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	TOILET FOR GOMEZ BLDG	103655-6130 Repair & Maint/Facilities	TK033115	298.82	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	TOILET KIT FOR GOMEZ BLDG	103655-6130 Repair & Maint/Facilities	TK033115	17.27	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	CLOCK FOR MAYORS OFFICE	103655-6130 Repair & Maint/Facilities	TK033115	19.44	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	RESTROOM REPAIR SUPPLIES	103655-6301 Special Department Supplies	TK033115	93.21	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	ELECTRICAL PIPE	103655-6301 Special Department Supplies	TK033115	12.81	FEBRUARY 15		00086975	04/01/2015

**City of Placentia**  
**Check Register**  
**For 04/01/2015**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW IP	BANK OF AMERICA V008741	BRADFORD PRKNG LOT MATERIALS	103655-6301 Special Department Supplies	TK033115	41.65	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	AMERICAN FLAGS	103655-6301 Special Department Supplies	TK033115	378.00	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	LIGHT REPAIR SUPPLIES-CITY HAL	103655-6301 Special Department Supplies	TK033115	41.33	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	PAINT	103655-6301 Special Department Supplies	TK033115	257.21	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	FOAM SEALANT-GOMEZ BLDG	103655-6301 Special Department Supplies	TK033115	4.85	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	SINK REPAIR SUPPLIES-VAQUEROS	103655-6301 Special Department Supplies	TK033115	52.72	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	PAINT	103655-6301 Special Department Supplies	TK033115	12.18	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	SWINGS FOR PARKS	103655-6301 Special Department Supplies	TK033115	490.50	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	PW TRAINING REG-NAJERA	103655-6301 Special Department Supplies	TK033115	80.00	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	SMOG CHECK	103658-6134 Vehicle Repair & Maintenance	TK033115	40.00	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	SMOG CHECK	103658-6134 Vehicle Repair & Maintenance	TK033115	40.00	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	SMOG CHECK	103658-6134 Vehicle Repair & Maintenance	TK033115	40.00	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	PD VEHICLE LIGHT BAR REPAIR	103658-6134 Vehicle Repair & Maintenance	TK033115	162.50	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	SMOG CHECK	103658-6134 Vehicle Repair & Maintenance	TK033115	40.00	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	PD JEEP COMPUTER REPLACEMENT	103658-6134 Vehicle Repair & Maintenance	TK033115	600.00	FEBRUARY 15		00086975	04/01/2015

**City of Placentia  
Check Register  
For 04/01/2015**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW IP	BANK OF AMERICA V008741	PD JEEP COMPUTER REPLACEMENT	103658-6134 Vehicle Repair & Maintenance	TK033115	680.27	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	PD UNIT #11 LIGHT BAR REPAIRS	103658-6134 Vehicle Repair & Maintenance	TK033115	162.50	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	PD UNIT #23 LIGHT BAR REPAIRS	103658-6134 Vehicle Repair & Maintenance	TK033115	162.50	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	IRRIGATION TRUCK REPAIRS	103658-6134 Vehicle Repair & Maintenance	TK033115	371.04	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	PD UNIT #16 ALIGNMENT	103658-6134 Vehicle Repair & Maintenance	TK033115	65.00	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	SMAF MEMBERSHIP-ORTIZ	104071-6255 Dues & Memberships	TK033115	280.00	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	CPRS MEMBERSHIP-ORTIZ	104071-6255 Dues & Memberships	TK033115	185.00	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	TREASURER CONF REG-LARSON	101003-6245 Meetings & Conferences	TK033115	405.00	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	CONCERT IN THE PARK SUPPLIES	104071-6301 Special Department Supplies	TK033115	266.68	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	TREASURERS HANDBOOK	101003-6255 Dues & Memberships	TK033115	54.00	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	CONCERT IN THE PARK SUPPLIES	104071-6301 Special Department Supplies	TK033115	142.50	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	TK033115	67.39	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	TK033115	158.05	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	CTLG GARDEN PROJECT SUPPLIES	104071-6301 Special Department Supplies	TK033115	46.41	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	TK033115	272.82	FEBRUARY 15		00086975	04/01/2015

**City of Placentia  
Check Register  
For 04/01/2015**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW IP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	TK033115	3.18	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	DD DANCE SUPPLIES	104071-6301 Special Department Supplies	TK033115	40.65	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	TK033115	41.55	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	FIRST AID SUPPLIES FOR GYMS	104071-6301 Special Department Supplies	TK033115	193.97	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	TK033115	51.84	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	TK033115	90.72	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	BALLOON BASE PLATES	104071-6301 Special Department Supplies	TK033115	294.30	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	PAINT	104071-6301 / 79191-6301 Special Department Supplies	TK033115	25.43	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	SR CENTER SUPPLIES	104071-6301 / 79278-6301 Special Department Supplies	TK033115	158.43	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	SR CENTER SUPPLIES	104071-6301 / 79278-6301 Special Department Supplies	TK033115	69.41	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	SR CENTER SUPPLIES	104071-6301 / 79278-6301 Special Department Supplies	TK033115	13.05	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	SR CENTER SUPPLIES	104071-6301 / 79278-6301 Special Department Supplies	TK033115	47.58	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	SR CENTER SUPPLIES	104071-6301 / 79278-6301 Special Department Supplies	TK033115	124.84	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	SR CENTER WATER SERVICE	104071-6301 / 79278-6301 Special Department Supplies	TK033115	87.68	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	SR CENTER SUPPLIES	104071-6301 / 79278-6301 Special Department Supplies	TK033115	119.56	FEBRUARY 15		00086975	04/01/2015

**City of Placentia**  
**Check Register**  
**For 04/01/2015**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW IP	BANK OF AMERICA V008741	COFFEE SUPPLIES	109595-6301 Special Department Supplies	TK033115	44.33	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	COFFEE SUPPLIES	109595-6301 Special Department Supplies	TK033115	44.77	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	CA FAREWELL LUNCHEON SUPPLIES	09595-6301 Special Department Supplies	TK033115	132.67	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	CA FAREWELL LUNCHEON SUPPLIES	09595-6301 Special Department Supplies	TK033115	72.22	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	CA FAREWELL LUNCHEON SUPPLIES	09595-6301 Special Department Supplies	TK033115	32.35	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	CA FAREWELL LUNCHEON SUPPLIES	09595-6301 Special Department Supplies	TK033115	29.94	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	CA FAREWELL LUNCHEON SUPPLIES	09595-6301 Special Department Supplies	TK033115	9.69	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	CA FAREWELL LUNCH LINEN	109595-6301 Special Department Supplies	TK033115	54.00	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	CA FAREWELL LUNCHEON SUPPLIES	09595-6301 Special Department Supplies	TK033115	15.53	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	GP COMMUNITY WORKSHOP	332531-6017 / 61086-6017 Special Studies	TK033115	23.60	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	GP COMMUNITY WORKSHOP	332531-6017 / 61086-6017 Special Studies	TK033115	79.00	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	COMPUTER MONITORS FOR COUNCIL	21523-6840 Machinery & Equipment	TK033115	616.15	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	GASOLINE-BUTZLAFF	101511-5199 Other Employee Benefits	TK033115	47.24	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	FASTRAK-BUTZLAFF	101511-5199 Other Employee Benefits	TK033115	35.00	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	BUSINESS MTG-BUTZLAFF	101511-6245 Meetings & Conferences	TK033115	39.88	FEBRUARY 15		00086975	04/01/2015

**City of Placentia**  
**Check Register**  
**For 04/01/2015**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW IP	BANK OF AMERICA V008741	AIRPORT PARKING-BUTZLAFF	101511-6245 Meetings & Conferences	TK033115	90.00	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	BUSINESS MTG-BUTZLAFF	101511-6245 Meetings & Conferences	TK033115	24.07	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	CM CONF HOTEL-BUTZLAFF	101511-6245 Meetings & Conferences	TK033115	625.68	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	BUSINESS MTG-ARRULA	101511-6245 Meetings & Conferences	TK033115	38.48	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	BUSINESS MTG-ARRULA	101511-6245 Meetings & Conferences	TK033115	24.60	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	CREDIT-CM CONF HOTEL	101511-6245 Meetings & Conferences	TK033115	-93.00	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	PARMA CONF PARKING-LE	101511-6245 Meetings & Conferences	TK033115	10.00	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	BUSINESS MTG-ARRULA	101511-6245 Meetings & Conferences	TK033115	7.46	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	CITY STAFF MTG SUPPLIES	101511-6245 Meetings & Conferences	TK033115	116.41	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	CITY STAFF MTG SUPPLIES	101511-6245 Meetings & Conferences	TK033115	105.30	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	CITY STAFF MTG SUPPLIES	101511-6245 Meetings & Conferences	TK033115	43.07	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	CITY STAFF MTG SUPPLIES	101511-6245 Meetings & Conferences	TK033115	12.29	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	CITY STAFF MTG SUPPLIES	101511-6245 Meetings & Conferences	TK033115	105.30	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	CITY STAFF MTG SUPPLIES	101511-6245 Meetings & Conferences	TK033115	14.09	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	CA FAREWELL SUPPLIES	101511-6301 Special Department Supplies	TK033115	77.73	FEBRUARY 15		00086975	04/01/2015

**City of Placentia  
Check Register  
For 04/01/2015**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW IP	BANK OF AMERICA V008741	CA FAREWELL SUPPLIES	101511-6301 Special Department Supplies	TK033115	9.79	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	CA FAREWELL SUPPLIES	101511-6301 Special Department Supplies	TK033115	24.87	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101511-6315 Office Supplies	TK033115	25.90	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	PD INTERVIEW PANEL SUPPLIES	101512-6301 Special Department Supplies	TK033115	40.85	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	SUPERVISOR TRNG SUPPLIES-DE LA	101512-6245 Meetings & Conferences	TK033115	71.13	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	HR TRAINING SUPPLIES-VERA	101512-6250 Staff Training	TK033115	20.50	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	PD INTERVIEW PANEL SUPPLIES	101512-6301 Special Department Supplies	TK033115	23.05	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	PD INTERVIEW PANEL SUPPLIES	101512-6301 Special Department Supplies	TK033115	29.90	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	PD INTERVIEW PANEL SUPPLIES	101512-6301 Special Department Supplies	TK033115	124.76	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	PD INTERVIEW PANEL SUPPLIES	101512-6301 Special Department Supplies	TK033115	17.82	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	PD INTERVIEW PANEL SUPPLIES	101512-6301 Special Department Supplies	TK033115	13.95	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	PD INTERVIEW PANEL SUPPLIES	101512-6301 Special Department Supplies	TK033115	19.08	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101513-6315 Office Supplies	TK033115	70.09	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	CESA MEMBERSHIP-DE LA TORRE	101514-6255 Dues & Memberships	TK033115	295.00	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	PRINTING SERVICES	101572-6301 Special Department Supplies	TK033115	257.20	FEBRUARY 15		00086975	04/01/2015

**City of Placentia**  
**Check Register**  
**For 04/01/2015**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW IP	BANK OF AMERICA V008741	TREASURERS NAMEPLATE	102020-6315 Office Supplies	TK033115	58.32	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	FEB FINANCE WEBINAR	102020-6099 Other Professional Services	TK033115	49.00	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	CHECK MACHINE CLEANING KIT	102021-6099 Other Professional Services	TK033115	54.40	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	CM CONF-ARRULA	102534-6245 Meetings & Conferences	TK033115	24.07	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	CM CONF HOTEL-ARRULA	102534-6245 Meetings & Conferences	TK033115	532.68	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	DEV SVS MEETING SUPPLIES	102534-6245 Meetings & Conferences	TK033115	5.98	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	CPCA TRAINING REG-SMITH	103040-6245 Meetings & Conferences	TK033115	600.00	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	CPCA TRAINING HOTEL-SMITH	103040-6250 Staff Training	TK033115	728.12	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	MMAC MEMBERSHIP-DE LA PAZ	103040-6255 Dues & Memberships	TK033115	75.00	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	PRINTING SVS-PD PROGRAMS	103040-6301 Special Department Supplies	TK033115	244.12	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	CHIEF SWEARING IN SUPPLIES	103040-6301 Special Department Supplies	TK033115	81.91	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	PD INTERVIEW PANEL SUPPLIES	103040-6301 Special Department Supplies	TK033115	58.40	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	PD OFFICE SUPPLIES	103040-6301 Special Department Supplies	TK033115	16.37	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	PLAQUE FOR FELDSTEIN	103040-6301 Special Department Supplies	TK033115	112.10	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	SHIPPING CHARGES-FBI ACADEMY	103040-6325 Postage	TK033115	15.11	FEBRUARY 15		00086975	04/01/2015

**City of Placentia  
Check Register  
For 04/01/2015**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW IP	BANK OF AMERICA V008741	SHIPPING CHARGES-FBI ACADEMY	103040-6325 Postage	TK033115	91.49	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	SHIPPING CHARGES-SB90	103040-6325 Postage	TK033115	34.75	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	SHIPPING CHARGES-FBI ACADEMY	103040-6325 Postage	TK033115	50.50	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	PD UNIFORM HAT PIECE-SMITH	103040-6360 Uniforms	TK033115	90.18	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	PD TRAINING HOTEL-ANGEL	103041-6250 Staff Training	TK033115	371.70	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	PD OFFICE SUPPLIES	103041-6301 Special Department Supplies	TK033115	43.34	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	PD OFFICE SUPPLIES	103041-6301 Special Department Supplies	TK033115	123.97	FEBRUARY 15		00086975	04/01/2015
MW IP	BANK OF AMERICA V008741	GANG TRNG REG-UCEDA, PERRY	103042-6250 Staff Training	TK033115	150.00	FEBRUARY 15		00086975	04/01/2015
MW IP	REPUBLIC WASTE SERVICES	FEB REFUSE COLLECTION	374386-6101 Disposal	ITK0401	210,251.16	676-002126329	P10426	00086976	04/01/2015
					<b>Check Total:</b>	<b>19,347.80</b>			
					<b>Check Total:</b>	<b>210,251.16</b>			
					<b>Type Total:</b>	<b>2,201,292.66</b>			
					<b>Check Total:</b>	<b>2,201,292.66</b>			

**City of Placentia**  
**Check Register**  
**For 04/01/2015**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
EP	ICMA RETIREMENT TRUST V000496	P/E 3/14/15 PD DATE 3/20/15	0048-2170 Deferred Comp Payable - ICMA	PY15006	147.81	2995/1501006		00006794	03/19/2015
EP	ICMA RETIREMENT TRUST V000496	P/E 3/14/15 PD DATE 3/20/15	0010-2170 Deferred Comp Payable - ICMA	PY15006	8,392.62	2995/1501006		00006794	03/19/2015
EP	ICMA RETIREMENT TRUST V000496	P/E 3/14/15 PD DATE 3/20/15	0037-2170 Deferred Comp Payable - ICMA	PY15006	146.00	2995/1501006		00006794	03/19/2015
EP	ICMA RETIREMENT TRUST V000496	P/E 3/14/15 PD DATE 3/20/15	0029-2170 Deferred Comp Payable - ICMA	PY15006	77.61	2995/1501006		00006794	03/19/2015
			<b>Check Total:</b>		<b>8,764.04</b>				
EP	ACOSTA, JOAQUIN E000017	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R032415	217.47	APRIL 15		00006795	04/01/2015
			<b>Check Total:</b>		<b>217.47</b>				
EP	ALDWIR, MAMOUN E000113	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R032415	1,323.00	APRIL 15		00006796	04/01/2015
			<b>Check Total:</b>		<b>1,323.00</b>				
EP	ANDERSON, MARLA E000071	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R032415	556.94	APRIL 15		00006797	04/01/2015
			<b>Check Total:</b>		<b>556.94</b>				
EP	ARMSTRONG, JOHN T E000046	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R032415	1,434.52	APRIL 15		00006798	04/01/2015
			<b>Check Total:</b>		<b>1,434.52</b>				
EP	BABCOCK, CHARLES A E000015	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R032415	260.00	APRIL 15		00006799	04/01/2015
			<b>Check Total:</b>		<b>260.00</b>				
EP	BEALS, SHARLENE E000076	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R032415	217.47	APRIL 15		00006800	04/01/2015
			<b>Check Total:</b>		<b>217.47</b>				
EP	BERMUDEZ, ALBERT E000124	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R032415	395.87	APRIL 15		00006801	04/01/2015
			<b>Check Total:</b>		<b>395.87</b>				

**City of Placentia**  
**Check Register**  
**For 04/01/2015**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
EP	BONESHANS, DENNIS E000020	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R032415	<b>395.87</b>	217.47 APRIL 15		00006802	04/01/2015
EP	BUNNELL, DONALD E000062	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R032415	<b>217.47</b>	556.94 APRIL 15		00006803	04/01/2015
EP	BURGNER, ARTHUR E000074	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R032415	<b>556.94</b>	556.94 APRIL 15		00006804	04/01/2015
EP	CHANDLER, JOHN P E000109	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R032415	<b>556.94</b>	1,106.00 APRIL 15		00006805	04/01/2015
EP	CHANG, ROBERT E000107	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R032415	<b>1,106.00</b>	1,323.00 APRIL 15		00006806	04/01/2015
EP	COBBETT, GEOFFREY E000007	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R032415	<b>1,323.00</b>	556.94 APRIL 15		00006807	04/01/2015
EP	COOK, ARLENE M E000018	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R032415	<b>556.94</b>	556.94 APRIL 15		00006808	04/01/2015
EP	D'AMATO, ROBERT E000056	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R032415	<b>556.94</b>	556.94 APRIL 15		00006809	04/01/2015
EP	DAVID, PRESTON E000112	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R032415	<b>556.94</b>	990.00 APRIL 15		00006810	04/01/2015
EP	DAVIS, CAROLYN	MAY MEDICAL REIMBURSEMENT	395083-5161	<b>Check Total:</b> R032415	<b>990.00</b>	556.94 APRIL 15		00006811	04/01/2015

**City of Placentia**  
**Check Register**  
**For 04/01/2015**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	E000005		Health Insurance Premiums						
EP	DELOS SANTOS, JAMIE E000045	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R032415	<b>556.94</b> 990.00	APRIL 15		00006812	04/01/2015
EP	DICKSON, ROBERTA JO E000011	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R032415	<b>990.00</b> 217.47	APRIL 15		00006813	04/01/2015
EP	DOWNEY, CAROL E000082	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R032415	<b>217.47</b> 556.94	APRIL 15		00006814	04/01/2015
EP	ECKENRODE, NORMAN E000029	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R032415	<b>556.94</b> 556.94	APRIL 15		00006815	04/01/2015
EP	ELSTRO, ANN M E000027	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R032415	<b>556.94</b> 556.94	APRIL 15		00006816	04/01/2015
EP	ESCOBOSA, LILLIAN E000055	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R032415	<b>556.94</b> 556.94	APRIL 15		00006817	04/01/2015
EP	ESPINOZA, ROSALINDA E000016	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R032415	<b>556.94</b> 434.00	APRIL 15		00006818	04/01/2015
EP	FISCHER, HAROLD A E000023	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R032415	<b>434.00</b> 640.00	APRIL 15		00006819	04/01/2015
EP	FRICKE, JUERGEN E000075	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R032415	<b>640.00</b> 640.00	APRIL 15		00006820	04/01/2015

**City of Placentia**  
**Check Register**  
**For 04/01/2015**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				<b>Check Total:</b>	<b>640.00</b>				
EP	FULLER, GLENN H E000081	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R032415	656.00	APRIL 15		00006821	04/01/2015
				<b>Check Total:</b>	<b>656.00</b>				
EP	GALLANT, KAREN E000008	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R032415	556.94	APRIL 15		00006822	04/01/2015
				<b>Check Total:</b>	<b>556.94</b>				
EP	GARNER, JO ANN E000047	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R032415	556.94	APRIL 15		00006823	04/01/2015
				<b>Check Total:</b>	<b>556.94</b>				
EP	GARNER, KITTY E000080	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R032415	990.00	APRIL 15		00006824	04/01/2015
				<b>Check Total:</b>	<b>990.00</b>				
EP	GOMEZ, DANIEL E000049	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R032415	556.94	APRIL 15		00006825	04/01/2015
				<b>Check Total:</b>	<b>556.94</b>				
EP	GRIMM, DENNIS L E000042	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R032415	439.00	APRIL 15		00006826	04/01/2015
				<b>Check Total:</b>	<b>439.00</b>				
EP	HOCH, ELEANOR M E000078	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R032415	217.47	APRIL 15		00006827	04/01/2015
				<b>Check Total:</b>	<b>217.47</b>				
EP	HOLTSLAW, KATHERINE E000121	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R032415	434.00	APRIL 15		00006828	04/01/2015
				<b>Check Total:</b>	<b>434.00</b>				
EP	IRVINE, SUZETTE E000019	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R032415	556.94	APRIL 15		00006829	04/01/2015
				<b>Check Total:</b>	<b>556.94</b>				
EP	JENKINS, ROBERT	APRIL MEDICAL REIMBURSEMENT	395083-5161	R032415	556.94	APRIL 15		00006830	04/01/2015

**City of Placentia  
Check Register  
For 04/01/2015**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
	E000084		Health Insurance Premiums					
EP	JOHNSON, SHARON E000099	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R032415	<b>556.94</b> 556.94 APRIL 15		00006831	04/01/2015
EP	JONES, ROBERT E000053	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R032415	<b>556.94</b> 230.63 APRIL 15		00006832	04/01/2015
EP	JUDD, TERRELL E000115	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R032415	<b>230.63</b> 1,323.00 APRIL 15		00006833	04/01/2015
EP	KIRKLAND, RICHARD L E000110	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R032415	<b>1,323.00</b> 434.00 APRIL 15		00006834	04/01/2015
EP	LITTLE, DIANE M E000098	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R032415	<b>434.00</b> 439.00 APRIL 15		00006835	04/01/2015
EP	LOOMIS, CORINNE E000122	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R032415	<b>439.00</b> 434.00 APRIL 15		00006836	04/01/2015
EP	LOWREY, B J E000041	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R032415	<b>434.00</b> 269.00 APRIL 15		00006837	04/01/2015
EP	MAERTZWEILER, MICHAEL MAY E000032	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R032415	<b>269.00</b> 556.94 APRIL 15		00006838	04/01/2015
EP	MANNING, VEDA M E000063	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R032415	<b>556.94</b> 217.47 APRIL 15		00006839	04/01/2015

**City of Placentia**  
**Check Register**  
**For 04/01/2015**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
EP	MARMOLEJO, PACO E000068	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R032415	217.47 1,323.00 APRIL 15		00006840	04/01/2015
EP	MILANO, JAMES E000054	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R032415	1,323.00 556.94 APRIL 15		00006841	04/01/2015
EP	MILLER, RICHARD E000106	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R032415	556.94 1,106.00 APRIL 15		00006842	04/01/2015
EP	MOORE, LARRY W E000044	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R032415	1,106.00 217.47 APRIL 15		00006843	04/01/2015
EP	NAJERA, ROBERT JR E000065	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R032415	217.47 990.00 APRIL 15		00006844	04/01/2015
EP	OLEA, ARLENE J E000014	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R032415	990.00 1,323.00 APRIL 15		00006845	04/01/2015
EP	ORTEGA, MANUEL E E000100	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R032415	1,323.00 740.00 APRIL 15		00006846	04/01/2015
EP	PALMER, GEORGE E000094	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R032415	740.00 847.00 APRIL 15		00006847	04/01/2015
EP	PASCUA, RAYNALD E000114	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R032415	847.00 1,323.00 APRIL 15		00006848	04/01/2015
EP	PASPALL, MIHAJLO	APRIL MEDICAL REIMBURSEMENT	395083-5161	<b>Check Total:</b> R032415	1,323.00 583.26 APRIL 15		00006849	04/01/2015

**City of Placentia**  
**Check Register**  
**For 04/01/2015**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	E000085		Health Insurance Premiums						
EP	PEREZ, ROBERT E000111	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R032415	583.26 230.63	APRIL 15		00006850	04/01/2015
EP	PICHON, WALTER E000103	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R032415	230.63 246.76	APRIL 15		00006851	04/01/2015
EP	PONCE, EDMUND M E000040	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R032415	246.76 217.47	APRIL 15		00006852	04/01/2015
EP	REDIFER, KIM R E000022	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R032415	217.47 847.00	APRIL 15		00006853	04/01/2015
EP	RENDEN, BRIAN E000083	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R032415	847.00 913.74	APRIL 15		00006854	04/01/2015
EP	REYES, ROGER T E000024	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R032415	913.74 556.94	APRIL 15		00006855	04/01/2015
EP	RICE, RUSSELL J E000059	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R032415	556.94 990.00	APRIL 15		00006856	04/01/2015
EP	RISHER, THOMAS A E000013	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R032415	990.00 804.00	APRIL 15		00006857	04/01/2015
EP	RITCHIE, SYLVIA E000072	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R032415	804.00 556.94	APRIL 15		00006858	04/01/2015

**City of Placentia**  
**Check Register**  
**For 04/01/2015**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
				<b>Check Total:</b>	<b>556.94</b>			
EP	RIVERA, AIDA E000026	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R032415	217.47 APRIL 15		00006859	04/01/2015
				<b>Check Total:</b>	<b>217.47</b>			
EP	ROACH, MICHAEL E000105	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R032415	1,106.00 APRIL 15		00006860	04/01/2015
				<b>Check Total:</b>	<b>1,106.00</b>			
EP	ROBB, SANDRA E000043	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R032415	556.94 APRIL 15		00006861	04/01/2015
				<b>Check Total:</b>	<b>556.94</b>			
EP	ROBERTSON, JAMES S E000093	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R032415	217.47 APRIL 15		00006862	04/01/2015
				<b>Check Total:</b>	<b>217.47</b>			
EP	ROKOSZ, KEN A E000035	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R032415	434.00 APRIL 15		00006863	04/01/2015
				<b>Check Total:</b>	<b>434.00</b>			
EP	ROSE, RICHARD D E000050	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R032415	949.09 APRIL 15		00006864	04/01/2015
				<b>Check Total:</b>	<b>949.09</b>			
EP	SALE, LEE R E000031	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R032415	556.94 APRIL 15		00006865	04/01/2015
				<b>Check Total:</b>	<b>556.94</b>			
EP	SANCHEZ, LAURA E000058	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R032415	217.47 APRIL 15		00006866	04/01/2015
				<b>Check Total:</b>	<b>217.47</b>			
EP	SANGOLUISA, ZORA G E000048	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R032415	217.47 APRIL 15		00006867	04/01/2015
				<b>Check Total:</b>	<b>217.47</b>			
EP	SCHLIEDER, BEVERLY	APRIL MEDICAL REIMBURSEMENT	395083-5161	R032415	1,323.00 APRIL 15		00006868	04/01/2015

**City of Placentia  
Check Register  
For 04/01/2015**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	E000120		Health Insurance Premiums						
EP	SCHULTZ, DANIEL E000070	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R032415	<b>1,323.00</b> 230.63	APRIL 15		00006869	04/01/2015
EP	SOMOYA, JOHN P E000089	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R032415	<b>230.63</b> 656.00	APRIL 15		00006870	04/01/2015
EP	SOTO, PHILIP J E000052	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R032415	<b>656.00</b> 556.94	APRIL 15		00006871	04/01/2015
EP	SPRAGUE, GARY A E000064	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R032415	<b>556.94</b> 1,438.00	APRIL 15		00006872	04/01/2015
EP	STEPHEN, JEFFREY E000119	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R032415	<b>1,438.00</b> 1,323.00	APRIL 15		00006873	04/01/2015
EP	TAYLOR, DAVID M E000088	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R032415	<b>1,323.00</b> 1,106.00	APRIL 15		00006874	04/01/2015
EP	THOMANN, DARYLL L E000101	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R032415	<b>1,106.00</b> 556.94	APRIL 15		00006875	04/01/2015
EP	TOTH, STEVE E000067	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R032415	<b>556.94</b> 847.00	APRIL 15		00006876	04/01/2015
EP	TRIFOS, WILLIAM E000104	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> R032415	<b>847.00</b> 1,209.00	APRIL 15		00006877	04/01/2015

**City of Placentia**  
**Check Register**  
**For 04/01/2015**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
EP	VALENTINE, THOMAS E000118	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Check Total: R032415	1,209.00 1,106.00 APRIL 15		00006878	04/01/2015
EP	VERSTYNEN, WILLIAM E000092	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Check Total: R032415	1,106.00 65.39 APRIL 15		00006879	04/01/2015
EP	WAHL, KATHLEEN A E000030	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Check Total: R032415	65.39 217.47 APRIL 15		00006880	04/01/2015
EP	WIEST, STEPHEN E000079	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Check Total: R032415	217.47 556.94 APRIL 15		00006881	04/01/2015
EP	WORDEN, LARRY M E000116	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Check Total: R032415	556.94 1,209.00 APRIL 15		00006882	04/01/2015
EP	YAMAGUCHI, BRIAN E000123	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Check Total: R032415	1,209.00 1,106.00 APRIL 15		00006883	04/01/2015
EP	ZAMORA, JERRY E000037	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Check Total: R032415	1,106.00 847.00 APRIL 15		00006884	04/01/2015
EP	ZINN, JOHN E000009	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Check Total: R032415	847.00 990.00 APRIL 15		00006885	04/01/2015
				Check Total:	990.00			
				Type Total:	69,469.11			
				Check Total:	69,469.11			



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: ACTING CITY ADMINISTRATOR

FROM: CHIEF OF POLICE

DATE: APRIL 7, 2015

**SUBJECT: AMENDMENT TO JOINT AGREEMENT FOR THE OPERATION, MAINTENANCE AND FINANCIAL MANAGEMENT OF THE ORANGE COUNTY 800 MEGAHERTZ COUNTYWIDE COORDINATED COMMUNICATIONS SYSTEM**

### FISCAL

**IMPACT:** The total estimated cost for the system upgrade is \$1,387,410 with a cost of approximately \$167,000 per year over the next 10 fiscal years. This system upgrade is currently included in the Capital Improvement Program for the total estimated amount.

### SUMMARY:

This Amendment addresses the estimated cost of a system extension and commitment by the City of Placentia regarding the implementation and funding obligations for the 800 MHz Countywide Coordinated Communications System (CCCS) backbone and cost-sharing allocations.

### RECOMMENDATION:

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

1. Approve the Amendment to Joint Agreement with the County of Orange; and
2. Authorize the Acting City Administrator and/or his designee to execute all the necessary documents to effectuate these actions.

### DISCUSSION:

The 800 MHz Countywide Coordinated Communications System (CCCS) is a partnership between Orange County, its thirty-four (34) cities, and four (4) other participating agencies. The 800 MHz Countywide Coordinated Communications System Governance Committee (the "Committee"), which is comprised of three (3) County representatives and four (4) City Managers, oversees the CCCS. The original life expectancy of the CCCS was to the year 2015, but an upgrade extended the system an additional three (3) years to 2018. To ensure the CCCS continues to operate, the Committee has recommended its replacement by 2018. To

**1.d.**  
**April 7, 2015**

date, all participating agencies have confirmed their participation in the CCCS replacement and the County has established the technical, operational, and financial requirements for all participating agencies.

In order for the County to provide agencies with a cost estimate, each agency was responsible for submitting an accurate needs inventory. Staff conducted an extensive inventory audit and verified all radio, consoles and equipment in stock. Based on the updated inventory submitted to the County, cost estimates for all participating agencies are attached.

Staff has not identified a feasible alternative to participating in the CCCS replacement and continued participation is critical to the City's public safety services and operations.

The current 800 MHz CCCS system has allowed Orange County to have communications interoperability for many years and it is a necessity that continues to elude most jurisdictions nationwide. In order to keep, maintain and continue to provide this Countywide radio service, action must be taken to extend the life of the existing system or plan for a complete system replacement. Extending the life of the existing radio system by replacing obsolete equipment in strategic phases is the most logical and fiscally responsible approach to achieving the goal of continuing to provide a quality radio communications system Countywide.

**FISCAL IMPACT:**

The total cost for this system is approximately \$1,387,410 with an estimated completion date in 2018. Funding for this project has been identified with Public Safety Mitigation Fees and General Fund. The financing of this project is anticipated to be for 10 years at an estimated cost of \$167,000 per year. This cost is included in the five-year forecast.

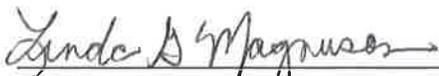
Prepared by:

  
\_\_\_\_\_  
Sharlyn de la Paz  
Management Analyst

Reviewed and approved:

  
\_\_\_\_\_  
Ward L. Smith  
Chief of Police

Reviewed and approved:

  
\_\_\_\_\_  
Linda G. Magnuson  
Chief Financial Officer

Reviewed and approved:

  
\_\_\_\_\_  
Damien R. Arrula  
Acting City Administrator

**Attachments:**

1. Amendment to the Joint Agreement
2. Exhibit A: Parties to the Amendment
3. Exhibit B: General Description of System Extension and Project Schedule
4. Exhibit C: Total Estimated System Extension Cost and Estimated Party Cost Share by Fiscal Year

**AMENDMENT TO JOINT AGREEMENT  
FOR THE OPERATION, MAINTENANCE AND FINANCIAL MANAGEMENT  
OF THE ORANGE COUNTY 800 MEGAHERTZ  
COUNTYWIDE COORDINATED COMMUNICATIONS SYSTEM**

THIS AMENDMENT (“**Amendment**”) is entered into on \_\_\_\_\_, 2015 by and between the Parties listed on Exhibit A, attached hereto, which are sometimes individually referred to as “**Party**” or collectively referred to as the “**Parties**.”

**RECITALS**

A. On November 23, 2004, the Parties executed that certain document entitled *Joint Agreement for the Operation, Maintenance and Financial Management of the Orange County 800 Megahertz Countywide Coordinated Communications System* (“**Agreement**”), which provides for the management and governance of the 800 MHz Countywide Coordinated Communications System (“800 MHz CCCS”).

B. The 800 MHz CCCS requires significant enhancement in order to extend the life of the system.

C. Pursuant to Section 15.10 of the Agreement, the Governance Committee and the County have developed a long-range implementation plan to extend the CCCS, and have developed a scope of work, which includes all the activities, infrastructure and project schedule information for fiscal years 2014-19 described on Exhibit B, attached hereto (“**System Extension**”).

D. The Governance Committee and County have also developed the overall estimated cost of the System Extension, including each Party’s estimated funding share by fiscal year described on Exhibit C, attached hereto.

E. A Party’s funding plan for the System Extension may consist of one or more of the following: 1) a Party’s cash contribution, 2) a Party or a group of Parties financing all or a portion of the System Extension through the issuance of tax exempt bonds or other public financing mechanisms, and/or 3) a Party or group of Parties financing all or a portion of the System Extension through the County approved System Extension vendor.

F. The Parties desire to amend the Agreement to provide their commitment to the System Extension and describe their implementation and funding obligations.

G. This Amendment has been approved by the Governance Committee.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Implementation Obligations. The Parties hereby commit to fund and implement the System Extension as described on Exhibit B and Exhibit C.

a. California Environmental Quality Act (“CEQA”). The County shall be the lead agency for purposes of CEQA and shall obtain all necessary approvals for the System Extension.

b. Party Cost Share. The Parties intend to implement and fund the System Extension over several years beginning in fiscal year 2014-15 through fiscal year 2018-19. Each Party is responsible for its fair share contribution to the System Extension. The total estimated budget for the System Extension and each Party’s fair share contribution is depicted on Exhibit C (“Cost Share”). A Party’s Cost Share is determined by the number of subscriber radios used by the Party on the CCCS, as well as the Party’s proportionate share of the System Extension dedicated to System Backbone. Each Party shall pay its total Cost Share in five fiscal year payments beginning in fiscal year 2014-15 through fiscal year 2018-19 in accordance with the procedures in Subsection (c) below. Each Party acknowledges that its Cost Share for the System Extension is an estimate and is expressed as a not to exceed amount. Each Party’s Cost Share will be based on an actual quote by a third party vendor who will perform the System Extension under a contract or series of contracts approved and managed by the County (“**Contractor**”). A Party’s actual Cost Share amount will be determined prior to the beginning of each fiscal year in which it is due and will be based on the Contractor’s scope of work for the respective fiscal year. Therefore, the Cost Share depicted on Exhibit C may change, and may be periodically updated by the Parties to reflect any changed equipment or authorized System Extension modification expenses.

c. Invoicing & Payment. The County will calculate the actual Cost Share amount due the following fiscal year, and will invoice each Party by July 1. Each Party shall pay its respective Cost Share to the County within thirty (30) days of the start of the fiscal year. A Party is exempt from the payment procedures of this Subsection 1.c for the relevant fiscal year if it has:

- i. Executed a binding agreement with the County approved Contractor, agreeing to pay or finance its Cost Share through the Contractor directly, or
- ii. Executed a binding agreement with the County agreeing to jointly finance its Cost Share.

d. Cost Share Responsibility. Upon execution of this Amendment, each Party is responsible for its actual Cost Share regardless of the form and manner of payment described herein, such that the Party cannot terminate its Cost Share obligation for any reason. In the event of a withdrawal from the system in accordance with Section 20 of the Agreement or in the case of a default for failure to pay its Cost Share in accordance with this Amendment, each Party remains obligated to pay to County the Party’s outstanding Cost Share as that obligation becomes due. Should any Party fail to pay its respective Cost Share when due, the County shall take action as is appropriate to obtain such payment. Nothing herein shall be construed as the County’s exclusive remedy for the remediation of defaults by a Party or Parties, and the County reserves the right to pursue any and all available rights and remedies at law or in equity.

e. County Trust Account. The County shall deposit all Cost Share contributions into a trust account that is managed solely for the purpose of the System Extension.

2. System Extension Administration. The Orange County Sheriff-Coroner Department/Communications & Technology Division shall administer all agreements for the System Extension, and regularly report such progress to the Governance Committee.

3. Participating Agencies. The Parties hereby update the list of Participating Agencies described on Exhibit D, attached hereto, which shall replace in its entirety Exhibit C of the Agreement. Participating Agencies will continue to contribute to overall backbone costs through the payment of a separate and established entry fee for every radio added to the system.

4. Capitalized Terms. Any capitalized terms not defined herein shall have the meanings set forth in the Agreement.

5. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

6. Full Force. Except as expressly set forth herein, the Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

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

By: \_\_\_\_\_  
Chairman of the Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY  
OF THIS DOCUMENT HAS BEEN DELIVERED  
TO THE CHAIRMAN OF THE BOARD

By: \_\_\_\_\_  
Clerk of the Board of Supervisors  
County of Orange, California

APPROVED AS TO FORM:  
COUNTY COUNSEL

By: \_\_\_\_\_

**[CITY SIGNATURE BLOCKS TO BE INSERTED]**

**EXHIBIT A**

**PARTIES TO THE AMENDMENT**

<b>ENTITY</b>	<b>RESPONSIBLE ADMINISTRATOR</b>	<b>ADDRESS</b>	<b>PHONE #</b>
Aliso Viejo	City Manager	12 Journey, Suite 100 Aliso Viejo, CA 92656-5335	949/425-2512
Anaheim	City Manager	200 S. Anaheim Blvd. Anaheim, CA 92805	714/765-5162
Brea	City Manager	1 Civic Center Circle Brea, CA 92821-5732	714/990-7770
Buena Park	City Manager	6650 Beach Blvd. Buena Park, CA 90620	714/562-3550
Costa Mesa	City Manager	77 Fair Drive Costa Mesa, CA 92626	714/754-5328
Cypress	City Manager	5275 Orange Avenue Cypress, CA 90630	714/229-6688
Dana Point	City Manager	33282 Golden Lantern, Suite 203 Dana Point, CA 92629	949/248-3513
Fountain Valley	City Manager	10200 Slater Avenue Fountain Valley, CA 92708	714/593-4410
Fullerton	City Manager	303 W. Commonwealth Ave Fullerton, CA 92832	714/738-6310
Garden Grove	City Manager	11222 Acacia Parkway Garden Grove, CA 92840	714/741-5100
Huntington Beach	City Administrator	2000 Main Street Huntington Beach, CA 92648	714/536-5575
Irvine	City Manager	1 Civic Center Plaza Irvine, CA 92623-9575	949/724-6246
La Habra	City Manager	201 E. La Habra Blvd. La Habra, CA 90633	562/905-9701

<b>ENTITY</b>	<b>RESPONSIBLE ADMINISTRATOR</b>	<b>ADDRESS</b>	<b>PHONE #</b>
La Palma	City Manager	7822 Walker Street La Palma, CA 90623	714/690-3333
Laguna Beach	City Manager	505 Forest Avenue Laguna Beach, CA 92651	949/497-0704
Laguna Hills	City Manager	24035 El Toro Road Laguna Hills, CA 92653	949/707-2610
Laguna Niguel	City Manager	27801 La Paz Road Laguna Niguel, CA 92677	949/362-4300
Laguna Woods	City Manager	24264 El Toro Road Laguna Woods, CA 92653	949/639-0525
Lake Forest	City Manager	25550 Commercentre Drive Lake Forest, CA 92630	949/461-3410
Los Alamitos	City Manager	3191 Katella Avenue Los Alamitos, CA 90720	562/431-3538 ext. 201
Metro Cities Fire Authority	Manager	201 S. Anaheim Blvd., Suite 302 Anaheim, CA 92805	714/765-4077
Mission Viejo	City Manager	200 Civic Center Mission Viejo, CA 92691	949/470-3051
Newport Beach	City Manager	3300 Newport Blvd. Newport Beach, CA 92663-3884	949/644-3000
Orange	City Manager	300 East Chapman Ave. Orange, CA 92866	714/744-2222
Orange County Fire Authority	Fire Chief	1 Fire Authority Road Irvine, CA 92602	714/573-6010
Orange, County of	CEO	333 W. Santa Ana Blvd. Santa Ana, CA 92701	714/834-6200

<b>ENTITY</b>	<b>RESPONSIBLE ADMINISTRATOR</b>	<b>ADDRESS</b>	<b>PHONE #</b>
Placentia	City Administrator	401 East Chapman Ave Placentia, CA 92870	714/993-8117
Rancho Santa Margarita	City Manager	22112 El Paseo Rancho Santa Margarita, CA 92688	949/635-1800 ext. 210
San Clemente	City Manager	100 Avenida Presidio San Clemente, CA 92672	949/361-8322
San Juan Capistrano	City Administrator	32400 Paseo Adelanto San Juan Capistrano, CA 92675	949/443-6317
Santa Ana	City Manager	20 Civic Center Plaza Santa Ana, CA 92701	714/647-5200
Seal Beach	City Manager	211 8th Street Seal Beach, CA 90740	562/431-2527 ext. 300
Stanton	City Manager	7800 Katella Avenue Stanton, CA 90680-3162	714/379-9222 ext. 240
Tustin	City Manager	300 Centennial Way Tustin, CA 92780	714/573-3010
Villa Park	City Manager	17855 Santiago Blvd. Villa Park, CA 92861	714/998-1500
West Cities Police Communications	West-Comm Administrator	911 Seal Beach Blvd. Seal Beach, CA 90740	562/594-7243
Westminster	City Manager	8200 Westminster Blvd. Westminster, CA 92683	714/898-3311 ext. 402
Yorba Linda	City Manager	4845 Casa Loma Avenue Yorba Linda, CA 92886	714/961-7110

## EXHIBIT B

### GENERAL DESCRIPTION OF SYSTEM EXTENSION AND PROJECT SCHEDULE

#### 1.0 Overview

The System Extension plan will focus on extending the life of the existing CCCS radio system by systematically replacing end-of-life equipment in strategic phases culminating in an upgrade to P25 compliance with the goal of continuing to provide quality radio communications to the law, fire, lifeguard and public works agencies in Orange County.

#### 2.0 Description of System Extension

- 2.1 *System Backbone* – Radio infrastructure equipment that is at or near the end of its expected life will be directly replaced with the current version of the same equipment that will maintain all existing features and functionalities and is able to work with the existing backhaul network. Specifically, this will involve the replacement of 565+ existing Quantar radio base stations and ancillary equipment at 25 radio sites with 800 MHz 3600 baud GTR8000 base stations and ancillary equipment. This will be accomplished in accordance with the following schedule:

System Backbone schedule:

- Northwest Cell = 24 Quantars replaced in 2015
- Southwest Cell = 40 Quantars replaced in 2015
- Laguna Cell = 33 Quantars replaced in 2016
- Moorhead IR Site = 8 Quantars replaced in 2016
- North Cell = 105 Quantars replaced in 2016
- South Cell = 135 Quantars replaced in 2017
- Crystal Cove IR Site = 4 Quantars replaced in 2017
- Countywide Cell = 210 Quantars replaced in 2017
- Carbon Canyon IR Site = 3 Quantars replaced in 2017
- Silverado IR Site = 3 Quantars replaced in 2017

- 2.2 *Law Enforcement Dispatch Consoles* – Police Dispatch Gold Elite consoles will be out-of-service by the vendor in 2018 and will need to be replaced prior to 2018 to maintain the existing console priority feature once the system is upgraded to P25. Console priority is a feature unique to law enforcement dispatch and allows dispatch to have the ability to transmit and receive audio simultaneously and is an officer safety necessity. Existing Gold Elite Console equipment will be replaced with its successor console, the MCC7500. Due to the complexity of the replacement at each law dispatch center, only 6 dispatch centers can be upgraded each year. A schedule has been developed to address the 20 law dispatch centers on the system, as shown below.

Console schedule:

FY14/15 - Loma Ridge, Irvine, Laguna Beach, Huntington Beach

FY15/16 - Anaheim, Brea, West Comm, Santa Ana, Tustin

FY16/17 - Orange, Fullerton, Costa Mesa, Garden Grove, Westminster

FY17/18 - Placentia, La Palma, Newport Beach, Fountain Valley,  
Buena Park, La Habra

- 2.3 *System Field Equipment* – When the System Backbone is upgraded to the P25 standard in FY 2018/2019, all subscriber radio equipment will also need to be P25 capable. Subscriber radios that are capable of being upgraded will need to receive the software/firmware upgrade prior to the backbone upgrade. Older subscriber radio equipment that is not capable of being upgraded to the P25 standard will need to be replaced prior to the P25 upgrade. Each agency will be responsible for the purchase of either replacement radios, or the necessary subscriber upgrade package for upgradable radios.
- 2.4 *P25 Upgrade* – When all backbone sites and law dispatch consoles have completed their equipment replacement, the vendor will initiate the necessary equipment and software update to bring the system up to the 7.18 software platform for P25 compliance. This final phase of the System Extension plan is scheduled for FY 2018/2019.

## EXHIBIT C

### TOTAL ESTIMATED SYSTEM EXTENSION COST & ESTIMATED PARTY COST SHARE BY FISCAL YEAR

		ESTIMATED COST								
		FY 15-16 Radio Counts			City/Agency Cost		Partnership Cost			
CITY/AGENCY	Upgrade (P25 Capable With Software Upgrade)	Replace (Upgrade To P25 Not Possible)	Total	Console Equipment	Radio Equipment*	FY 15-16 North & Laguna Cells	FY 16-17 South & Countywide Cells	FY 17-18 Remaining Backbone	TOTAL	
1. ALISO VIEJO	11	21	32	\$ -	\$ 138,650	\$ 7,028	\$ 18,930	\$ 43,599	\$ 208,206	
2. ANAHEIM	432	1,351	1,783	1,928,869	8,602,800	391,545	1,054,758	2,429,268	14,407,241	
3. BREA	62	302	364	648,137	1,883,300	79,891	215,329	495,936	3,322,593	
4. BUENA PARK	76	258	334	569,804	1,635,400	73,276	197,582	455,062	2,931,124	
5. COSTA MESA	105	523	628	680,354	3,258,750	137,966	371,502	855,626	5,304,197	
6. CYPRESS	24	170	194	0	1,047,600	42,604	114,763	264,317	1,469,285	
7. DANA POINT	15	49	64	0	311,250	14,054	37,860	87,198	450,362	
8. FOUNTAIN VALLEY	45	204	249	443,290	1,275,750	54,702	147,299	339,253	2,260,294	
9. FULLERTON	125	513	638	501,417	3,221,750	140,141	377,418	869,250	5,109,976	
10. GARDEN GROVE	115	475	590	369,240	2,982,250	129,608	349,023	803,852	4,633,972	
11. HUNTINGTON BEACH	452	820	1,272	1,097,718	5,439,800	279,398	752,469	1,733,051	9,302,436	
12. IRVINE	111	503	614	432,209	3,145,650	134,878	363,220	836,551	4,912,509	
13. LA HABRA	73	190	263	573,584	1,223,950	57,809	155,581	358,327	2,369,252	
14. LA PALMA	31	51	82	166,901	341,650	18,008	48,508	111,722	686,789	
15. LAGUNA BEACH	85	247	332	526,652	1,579,750	72,883	196,399	452,337	2,828,021	
16. LAGUNA HILLS	4	41	45	0	250,600	9,875	26,820	61,311	348,407	
17. LAGUNA NIGUEL	9	55	64	0	340,350	14,081	37,860	87,198	479,489	
18. LAGUNA WOODS	2	4	6	0	26,300	1,330	3,549	8,175	39,354	
19. LAKE FOREST	21	67	88	0	426,150	19,325	52,058	119,897	617,429	
20. LOS ALAMITOS	15	45	60	0	287,250	13,176	35,494	81,748	417,668	
21. METRONET	37	10	47	1,966,250	102,550	10,321	27,803	64,036	2,170,960	
22. MISSION VIEJO	30	90	120	0	574,500	26,366	70,988	163,495	835,349	
23. NEWPORT BEACH	438	401	839	532,934	2,909,700	184,290	496,322	1,143,105	5,266,351	
24. ORANGE	115	514	629	598,012	3,216,250	137,889	372,094	856,988	5,181,233	
25. PLACENTIA	30	107	137	413,090	676,500	30,119	81,044	186,657	1,387,410	
26. RANCHO SANTA MARG	7	29	36	0	182,050	7,906	21,296	49,049	260,301	
27. SAN CLEMENTE	12	97	109	0	595,800	23,931	64,480	148,508	832,719	
28. SAN JUAN CAPISTRANO	6	33	39	0	204,900	8,525	23,071	53,136	289,632	
29. SANTA ANA	219	818	1,037	591,620	5,159,850	227,713	613,451	1,412,872	8,005,506	
30. SEAL BEACH	25	97	122	0	610,750	26,844	72,171	166,220	875,985	
31. STANTON	10	63	73	0	389,500	16,051	43,184	99,460	548,195	
32. TUSTIN	81	243	324	483,266	1,551,150	71,126	191,667	441,437	2,738,646	
33. VILLA PARK	0	6	6	0	36,000	1,318	3,549	8,175	49,042	
34. WEST-COMM	4	13	17	631,052	82,600	3,733	10,057	23,162	750,604	
35. WESTMINSTER	73	274	347	549,621	1,727,950	76,137	205,273	472,774	3,031,755	
36. YORBA LINDA	35	62	97	0	412,250	21,302	57,382	132,159	623,092	
37. OCFA	950	863	1,813	3,217,500	6,270,500	397,622	1,072,505	2,470,142	13,428,269	
38. OCTA	70	43	113	0	338,500	24,875	66,847	153,958	584,179	
39. OC LIFEGUARD	7	47	54	438,900	290,050	11,865	31,944	73,573	846,333	
40. IRVINE VLLY. CLLG. PD	16	0	16	0	18,400	3,527	9,465	21,799	53,192	
41. SANTA ANA UNIF. SD. PD	51	2	53	0	70,650	11,639	31,353	72,210	185,852	
42. SADDLEBACK CLLG. PD	18	0	18	0	20,700	3,953	10,648	24,524	59,825	
43. CEO	1	1	2	0	7,150	439	1,183	2,725	11,497	
44. DA	0	225	225	0	1,350,000	49,411	133,102	306,554	1,839,067	
45. HCA	184	98	282	0	799,800	61,804	166,821	384,214	1,412,439	
46. JWA	39	194	233	536,250	1,208,850	51,175	137,834	317,453	2,251,563	
47. OC ANIMAL CONTROL	10	110	120	350,000	671,500	26,386	70,988	163,495	1,282,369	
48. OC DANA POINT HARBOR	0	13	13	0	78,000	2,822	7,690	17,712	106,225	
49. OC PARKS	131	248	379	0	1,638,650	83,218	224,203	516,373	2,462,443	
50. OCPW	10	469	479	0	2,825,500	105,270	283,359	652,619	3,866,748	
51. OCWR	59	3	62	0	85,850	13,602	36,677	84,473	220,602	
52. PROBATION	177	435	612	0	2,813,550	134,695	362,037	833,826	4,144,108	
53. SHERIFF	857	1,922	2,779	4,428,829	12,517,550	610,825	1,643,955	3,786,280	22,987,439	
54. SSA	19	0	19	0	21,850	4,173	11,240	25,887	63,149	
<b>TOTAL</b>						<b>\$ 4,162,452</b>	<b>\$ 11,211,905</b>	<b>\$ 25,822,727</b>		
						<b>\$41,197,084</b>				
						<b>PARTNERSHIP TOTAL</b>				

The costs stated herein are estimated costs expressed as not to exceed amounts subject to the final system design.

\* It is recommended that the Partnership co-ordinate a bulk equipment purchase in FY 16-17.

January 2015

**EXHIBIT D**

**PARTICIPATING AGENCIES**

<b>AGENCY</b>	<b>RESPONSIBLE ADMINISTRATOR</b>	<b>ADDRESS</b>	<b>PHONE #</b>
Irvine Valley College Police Department	Police Chief	5500 Irvine Center Drive, Irvine CA 92618	949/451-5201
Orange County Transportation Authority	Administrator	600 S. Main Street, Orange CA 92868	714/560-6282
Saddleback College Police Department	Police Chief	28000 Marguerite Parkway, Mission Viejo CA 92692	949/582-4390
Santa Ana Unified School District Police Department	Police Chief	1601 E. Chestnut Avenue, Santa Ana CA 92701	714/558-5536
US Ocean Safety (OC Lifeguards)	President	34127 Pacific Coast Highway, Dana Point CA 92629	949/276-5050



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: ACTING CITY ADMINISTRATOR

FROM: PUBLIC WORKS MANAGER

DATE: APRIL 7, 2015

SUBJECT: **ACCEPTANCE OF CONSTRUCTION WORK FOR THE DEMOLITION AND CLEAN UP OF THE PLACENTIA PACKING HOUSE**

### FISCAL

IMPACT: EXPENSE: \$447,440 FOR DEMOLITION SERVICES  
POTENTIAL OFFSETTING REVENUE: \$343,176 (GAS TAX)  
BUDGETED: \$447,440 (ACCOUNT NO.: 333552-6185 J/L 61133)

### **SUMMARY:**

In September 2014, the City awarded a construction contract to Unlimited Environmental, Inc. (UEI) in the amount of \$298,414 to begin demolition and clean up of the packing house in order to expedite the construction process of the Metrolink Station. Within the City Council action was the provision of a construction contingency of \$44,762 (15% of the contract amount). On January 20, 2015, the City Council approved an additional \$86,500 to separate and remove a large amount of cork insulation that was discovered within the walls and beneath the floors. This action will conclude the Project for a total amount of \$447,440 and authorize filing a Notice of Completion with the Orange County Clerk Recorder's Office.

### **RECOMMENDATION:**

It is recommended that City Council take the following actions:

1. Accept the work performed by Unlimited Environmental, Inc., for the Demolition and Clean Up of the Placentia Packing House Project in the total amount of \$447,440; and
2. Authorize the City Engineer to file a Notice of Completion with the Orange County Clerk Recorder's Office for the Project; and
3. Authorize the City Engineer to release retention funds in accordance with the terms of the contract; and

**1.e.**  
**April 7, 2015**

4. Adopt Resolution No. R-2015-\_\_\_\_, A Resolution of the City Council of the City of Placentia, California, authorizing a budget amendment in Fiscal Year 2014-15 in Compliance with City Charter §§ 1206 and 1209 Pertaining to Appropriations for Actual Expenditures.

**DISCUSSION:**

On September 16, 2014 the City awarded a construction contract to UEI in the amount of \$298,414 to begin demolition and clean up of the packing house in order to expedite the construction process of the Metrolink Station. Within the City Council action was the provision of a construction contingency of \$44,762 (15% of the contract amount). On January 20, 2015 the City Council authorized an additional \$86,500 to cover the cost of separation and disposal of cork insulation that was discovered not only in the ceiling of the upper floor, but was also sandwiched within the walls and floors on both levels of the building. The approved contingency was less than the final expenditures by \$17,764, thus requiring a budget resolution. The final project expenditures for demolition of the packing house are as follows:

Original Contract:	\$298,414
Contract Change Order No. 1:	\$ 15,740 – Cork Removal
Contract Change Order No. 2:	\$ 30,000 – Cork Removal & Disposal
Contract Change Order No. 3:	\$ 46,500 - Removal Secondary Concrete Slab
Contract Change Order No. 4:	\$ 39,000 – Removal of Additional Concrete
Final Quantities:	<u>\$ 17,786</u>
Total Demolition Costs	\$447,440

The Project was completed on February 23, 2015. The City is prepared to accept the contractor's work and file a Notice of Completion with the Orange County Recorder's Office for this Project. In addition, the City Engineer is prepared to release \$22,372 to Unlimited Environmental, Inc., which is the amount held in retention in accordance with the Agreement between the parties.

**FISCAL IMPACT:**

The City awarded a contract to Unlimited Environmental, Inc., in the amount of \$298,414 for completion of the Project. The Project received a total of four (4) change orders, which ultimately resulted in an increase of \$149,026. The project funding is being changed to Gas Tax Funds per Article XIX of the California Constitution of Motor

Vehicles, which allows gas tax revenues to be used for research, planning, construction, and improvements to exclusive public mass transit guideways. If the site is used for development, the developer will be required to reimburse the City demolition costs and Gas Tax Funds will be reimbursed.

Submitted by:



Michael McConaha  
Public Works Manager

Reviewed and approved:



Linda G. Magnuson  
Chief Financial Officer

Reviewed and approved:



Damien R. Arrula  
Acting City Administrator

Attachments:

1. Notice of Completion
2. Budget Amendment Resolution

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

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

City Council Approval:

\_\_\_\_\_  
 Deputy City Clerk

## NOTICE OF COMPLETION

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

Notice is hereby given that:

- The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
- The full name of the owner is City of Placentia
- The full address of the owner is 401 East Chapman Avenue  
Placentia, CA 92870

- The nature of the interest or estate of the owner is: In fee.

N/A

(If other than fee, strike "in fee" and insert, for example, "purchaser under contract of purchase," or "lessee")

- The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:  

NAMES	ADDRESSES
<u>N/A</u>	

- A work of improvement on the property hereinafter described was completed on January 29, 2015. The work done was:

Demolition of one small office type structure, and one very large two story warehouse that abutted the Burlington Northern Santa Fe Railroad. Both structures were completely demolished within an area perimeter of three feet of the building envelope, including foundations.

The name of the contractor, if any, for such work of improvement was Unlimited Environmental, Inc.

- 1390 32nd Street, Signal Hill, CA 90755 9/16/2014  
(If no contractor for work of improvement as a whole, insert "none") (Date of Contract)

- The property on which said work of improvement was completed is in the city of Placentia  
 County of Orange, State of California, and is described as follows: Demolition and Sit Clean Up of the Placentia Packing House Project

- The street address of said property is "none"  
(If no street address has been officially assigned, insert "none")

CITY OF PLACENTIA

Dated: 4-7-2015  
 Verification for Individual Owner

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

### VERIFICATION

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

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

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

Executed on April 7, 2015, at Placentia, California.  
(Date of Signature) (City where signed.)

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

**DO NOT RECORD**

**REQUIREMENTS AS TO NOTICE OF COMPLETION**

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

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

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

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

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

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

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

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

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

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



**RESOLUTION NO. R-2015-**

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

**A. Recitals.**

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

(ii). From time to time the adopted budget must be adjusted when changes in revenue and expenditure estimates are determined to be necessary.

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

**B. Resolution.**

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

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

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

FUND	DESCRIPTION	DEPARTMENT	GL ACCOUNT #	AMOUNT
Cap Projects	Construction Local Grant	Pub Works	333552-6185 JL 61133	17,764.00
Cap Projects	Revenue	Pub Works	333552-4210 JL 61133	(429,676.00)
	Transfer In	Pub Works	330000-7017 JL 61133	447,440.00
Cap Projects	From Gas Tax Transfer Out	Pub Works	170000-8033 JL 61133	447,440.00
Gas Tax Fund	to Cap Proj			

PASSED, ADOPTED AND APPROVED this 7<sup>th</sup> day of April, 2015.

---

CHAD P. WANKE,  
MAYOR

Attest:

---

PATRICK J. MELIA,  
CITY CLERK

STATE OF CALIFORNIA  
COUNTY OF ORANGE

I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 7<sup>th</sup> day of April, 2015 by the following vote:

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

---

PATRICK J. MELIA,  
CITY CLERK

APPROVED AS TO FORM:

---

ANDREW V. ARCZYNSKI,  
CITY ATTORNEY



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: ACTING CITY ADMINISTRATOR

FROM: PUBLIC WORKS MANAGER

DATE: APRIL 7, 2015

SUBJECT: **PUBLIC HEARING AND TABULATION OF BALLOTS FOR ANNEXATION INTO COMMUNITY FACILITIES DISTRICT NO. 2014-01; APPROVAL OF RESOLUTION ORDERING LEVY OF ASSESSMENTS (IF APPROVED)**

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

### **SUMMARY:**

On February 18, 2014, the City Council adopted Resolution No. R-2014-10, establishing Community Facilities District No. 2014-01 (Public Services) to provide a financing mechanism to sustain the delivery of public safety services to new residential developments. This public hearing is the final part necessary to annex the territory from Beazer Homes Holdings Corp. - Tract 17145 (Terraza) into Community Facilities District No. 2014-01.

### **RECOMMENDATION:**

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

1. Hold a public hearing for the annexation of Tract 17145 (Terraza) into Community Facilities District No. 2014-01; and
2. After conclusion of the public input portion of the public hearing, close the balloting period; and
3. Hear and accept the ballot results from the City Clerk; and
4. Close the public hearing and adopt the Resolution No. R-2015-xx, A Resolution of the City Council of the City of Placentia, California, Making Certain Findings, Certifying the Results of an Election and Adding Property to Community Facilities District No. 2014-01 (Public Services), Annexation No.1.

### **DISCUSSION:**

In 2014 the City Council created a Community Facilities District (CFD) to assist in the financing of police, fire and life safety services to new residential development. This type of financing

**2.a.**  
**April 7, 2015**

program, which is authorized under the Mello-Roos Community Facilities Act of 1982, envisioned the participation of all future additional new development projects, either by formation of new districts or annexation into the existing CFD.

Since the formation of the initial CFD, Tract 17145 (Beazer Homes) has been approved by the City and is ready to be annexed into the CFD. It contains a total of 78 residential lots in this development. As a condition of approval when the development was entitled, it had a requirement to annex into the CFD. In order to be annexed, the City Council adopted a Resolution of Intention (Resolution) on February 17th. The Resolution set forth the terms and conditions for annexing territory into the CFD, and included the rate and apportionment for the special tax to be levied. The Resolution also established April 7, 2015, as the date for the public hearing on the annexation. Since there are less than 12 registered voters in the territory proposed to be annexed, the election is a landowner vote of the property to be annexed into the district. As a result of the property being owned by the developer, only one vote is required to be tabulated.

The special tax that is currently being assessed on properties within the CFD is based upon a Fiscal Impact Analysis (FIA) that was prepared for the initial formation of the CFD in 2014. Based on the FIA, the tax rate needed to support public safety services for new development was established at \$250.00 for each single-family residential unit per year, and is subject to an annual escalator for all subsequent fiscal years.

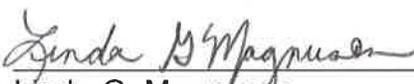
**FISCAL IMPACT:**

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

Submitted by:

  
\_\_\_\_\_  
Michael McConaha  
Public Works Manager

Reviewed and approved:

  
\_\_\_\_\_  
Linda G. Magnuson  
Chief Financial Officer

Reviewed and approved:

  
\_\_\_\_\_  
Damien R. Arrula  
Acting City Administrator

**Attachments:**

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

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

PETITION

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

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

Members of the Council:

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

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

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

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

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

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

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

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

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

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

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

By:   
\_\_\_\_\_  
Bob Shiota  
President, Beazer Homes

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

1800 Imperial Highway, Suite 140  
Brea, CA. 92821

**EXHIBIT A**

**ANNEXATION MAP**

**COMMUNITY FACILITIES DISTRICT NO. 2014-01  
(PUBLIC SERVICES)  
ANNEXATION NO. 1**

CITY OF PLACENTIA  
COUNTY OF ORANGE  
STATE OF CALIFORNIA



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF PLACENTIA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015  
I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF ANNEXATION NO. 1 OF  
COMMUNITY FACILITIES DISTRICT NO. 2014-01 (PUBLIC SERVICES), CITY OF PLACENTIA, COUNTY OF ORANGE,  
STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF PLACENTIA AT A REGULAR MEETING THEREOF,  
HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015, BY ITS RESOLUTION NO. \_\_\_\_\_

CITY CLERK  
CITY OF PLACENTIA

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015 AT THE HOUR OF \_\_\_\_\_ O'CLOCK \_\_\_\_\_ IN BOOK \_\_\_\_\_  
PAGE \_\_\_\_\_ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AND AS INSTRUMENT NO. \_\_\_\_\_  
AT THE REQUEST OF THE CITY OF PLACENTIA IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF ORANGE,  
STATE OF CALIFORNIA.

BY DEPUTY  
COUNTY RECORDER/CLERK  
COUNTY OF ORANGE

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN ON THIS MAP SHALL BE THOSE LINES AND DIMENSIONS  
AS SHOWN ON THE ORANGE COUNTY ASSESSOR'S MAPS FOR THOSE PARCELS SHOWN.  
THE ORANGE COUNTY ASSESSOR'S MAP SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS  
OF SUCH LOTS OR PARCELS.

**Legend**

 Annexation No. 1



**EXHIBIT B**

**DESCRIPTION OF SERVICES**

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

**EXHIBIT C**

**RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX**

# RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

---

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

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

### A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

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

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

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

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

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

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

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

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

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

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

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

**“City”** means the City of Placentia.

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

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

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

**“County”** means the County of Orange.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**B. CLASSIFICATION OF ASSESSOR’S PARCELS**

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

**C. MAXIMUM ANNUAL SPECIAL TAXES**

**1. Developed Residential Property**

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

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

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

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

## **2. Annexed Property**

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

## **3. Undeveloped Property**

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

## **4. Exempt Property**

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

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

## **D. METHOD OF APPORTIONMENT OF SPECIAL TAX**

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

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

## **E. PREPAYMENT OF SPECIAL TAX**

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

## **F. EXEMPTIONS**

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

## **G. APPEALS**

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

## **H. MANNER OF COLLECTION**

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

RESOLUTION NO. R-2015-XX

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

**A. Recitals**

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

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

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

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

(v). The time limit specified by the Act for conducting an election to submit the levy of the special taxes on the property within the Annexed Area to the qualified electors of the Annexed Area and the requirements for impartial

analysis and ballot arguments have been waived with the unanimous consent of the qualified electors of the Annexed Area

(vi). The City Clerk of the City of Placentia has caused ballots to be distributed to the qualified electors of the Annexed Area, has received and canvassed such ballots and made a report to the City Council regarding the results of such canvas, a copy of which is attached as "Exhibit A" hereto and incorporated herein by this reference

(vii). At this time the measure voted upon and such measure did receive the favorable 2/3's vote of the qualified electors, and the City Council desires to declare the results of the election

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

## **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. Findings This City Council does hereby determine as follows:

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

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

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

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

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

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

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

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

PASSED, APPROVED and ADOPTED this 7<sup>th</sup> day of April, 2015.

---

CHAD P. WANKE, MAYOR

ATTEST:

---

PATRICK J. MELIA, CITY CLERK

I, Patrick J. Melia, City Clerk of the City of Placentia do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 7<sup>th</sup> day of April, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM:

---

ANDREW V. ARCZYNSKI, CITY ATTORNEY

**EXHIBIT A**

**Certificate of Election Official and Statement of Votes Cast**

**Certificate of Election Official and Statement of Votes Cast**

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

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

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

in the City of Placentia, held on April 7, 2015.

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

VOTES CAST ON PROPOSITION A: YES \_\_\_\_\_

NO \_\_\_\_\_

VOTES CAST ON PROPOSITION B: YES \_\_\_\_\_

NO \_\_\_\_\_

WITNESS my hand this \_\_\_\_ day of \_\_\_\_\_, 2015

---

City Clerk  
City of Placentia

**EXHIBIT B**  
**Annexation Map**

**COMMUNITY FACILITIES DISTRICT NO. 2014-01  
(PUBLIC SERVICES)  
ANNEXATION NO. 1**

CITY OF PLACENTIA  
COUNTY OF ORANGE  
STATE OF CALIFORNIA



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF PLACENTIA THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015  
I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF ANNEXATION NO. 1 OF  
COMMUNITY FACILITIES DISTRICT NO. 2014-01 AND THE CITY OF PLACENTIA AS SHOWN ON THE  
STATE OF CALIFORNIA WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF PLACENTIA AT A REGULAR MEETING THEREOF,  
HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015, BY ITS RESOLUTION NO. \_\_\_\_\_

CITY CLERK  
CITY OF PLACENTIA

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015 AT THE HOUR OF \_\_\_\_\_ O'CLOCK  
IN THE OFFICE OF THE COUNTY RECORDER/CLERK OF THE COUNTY OF ORANGE  
AT THE REQUEST OF THE CITY OF PLACENTIA IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF ORANGE,  
STATE OF CALIFORNIA.

BY DEPUTY  
COUNTY RECORDER/CLERK  
COUNTY OF ORANGE

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN ON THIS MAP SHALL BE THOSE LINES AND DIMENSIONS  
AS SHOWN ON THE ORANGE COUNTY ASSESSOR'S MAPS FOR THOSE PARCELS SHOWN.

THE ORANGE COUNTY ASSESSOR'S MAP SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS  
OF SUCH LOTS OR PARCELS.

**Legend**

 Annexation No. 1



**EXHIBIT C**

**List of Properties to be Annexed**

**List of Properties to be Annexed**

**APN(s)**

**Landowner(s)**

340-034-25

HQT PLACENTIA LLC



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL  
VIA: ACTING CITY ADMINISTRATOR  
FROM: CONTRACT CITY PLANNER  
DATE: APRIL 7, 2015  
SUBJECT: **HISTORICAL RESOURCES ORDINANCE**  
FISCAL  
IMPACT: NONE

### **SUMMARY:**

The City of Placentia recognizes the need to develop reasonable criteria for the careful evaluation of historical resources within the community. The proposed zoning amendment will facilitate an orderly evaluation of development proposals by providing guidance for reviewing properties which may have the potential to contain historical resources.

### **RECOMMENDATIONS:**

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

1. Open the Public Hearing, receive public testimony and close the Public Hearing; and
2. Introduce for first reading, by title only, Ordinance No. O-2015-XX, "An Ordinance of the City Council of the City of Placentia Adding a New Chapter 23.06 to Title 23 (Zoning Ordinance) of the Placentia Municipal Code Pertaining to Historical Resources [Zoning Code Amendment 2015-01]".

### **DISCUSSION:**

Recently, the Planning Division has experienced an influx of inquiries and requests for the subdivision, alteration and/or redevelopment of properties which may be of historical significance. Additionally, there are numerous properties in the City built during the early settlement period that may warrant consideration. Moreover, some of these properties appear on the Placentia Historical Committee Survey prepared in 2002.

The City has witnessed beneficial effects on City businesses, economic stability and community pride by preserving important historical resources such as the Bradford House and the Wagner House. Given these circumstances, each property of potential historical significance, must be carefully evaluated pursuant to the provisions of the California Environmental Quality Act of 1970, ("CEQA") as amended, California Public Resources Code §§ 21000, the Standards for Rehabilitation approved by the United States Secretary of the Interior; and California Register of

**2.b.**  
**April 7, 2015**

Historical Resources (California Public Resources Code). To this extent, adoption of the proposed ordinance will ensure the appropriate evaluation and preservation of sites, buildings, or structures that embody the heritage, history, and culture of the City will be conducted.

### **LAND USE ANALYSIS**

As a practical matter the City will scrutinize any property in which any type of alteration, addition, demolition subdivision, or any other kind of change is submitted to the City. The submittal/proposed "alteration" shall be cross-referenced with historical surveys and related historical properties data maintained by the City, the Office of Historic Preservation of the California State Department of Parks and Recreation, the United States Secretary of the Interior, and other related data sources.

"Alteration" shall be defined as changes to the exterior, unless otherwise designated per the permit approval or per the requirements of the United States Secretary of Interior's Standards for the Treatment of Historic Properties. Such changes may be changes to, or modifications of, structural or architectural details, or visual characteristics; grading; surface paving; the addition of new structures; the cutting or removal of designated trees, landscapes or other natural features; the disturbance of archaeological sites or areas; or the placement or removal of any significant objects such as signs, plaques, light fixtures, street furniture, walls, fences, steps, plantings, or landscape accessories affecting the significant visual and/or historical qualities of the Historical resource. An applicant who wishes to modify this type of property or structure shall be required to prepare a report to the City of Placentia Development Services Department regarding the structural soundness of the building or structure and its suitability for continued use, renovation, restoration or rehabilitation from a licensed engineer or architect who meets the Secretary of the Interior's Profession Qualification Standards as established by the Code of Federal Regulations.

### **PLANNING COMMISSION RECOMMENDATION**

On February 10, 2015, the Planning Commission, voted 4-2 recommending that the City Council approve the proposed Amendment.

### **HISTORICAL COMMITTEE RECOMMENDATION**

On January 27, 2015 the Historical Committee unanimously voted recommending that the City Council approve the proposed Amendment.

**FISCAL IMPACT:**

No City budgets or funds will be directly impacted by the proposed Zoning Code Amendment because the land use fees associated with investigations and research of properties potentially containing historical resources will cover the cost associated with the permits.

Prepared by:

Reviewed and approved:



Charles L. Rangel  
Contract City Planner



Damien R. Arrula  
Acting City Administrator

**Attachment:**

1. Ordinance No. O-2015-\_\_

ORDINANCE NO. O-2015-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE  
CITY OF PLACENTIA ADDING A NEW CHAPTER 23.06 TO  
TITLE 23 (ZONING ORDINANCE) OF THE PLACENTIA  
MUNICIPAL CODE PERTAINING TO HISTORICAL RESOURCES  
[Zoning Code Amendment 2015-01]

City Attorney's Summary

This Ordinance adds a new Chapter 23.06 to Title 23 of the Placentia Municipal Code requiring a permit, in all zones, be obtained prior to approval of any development that may cause a substantial change to an historical resource, as defined, including physical demolition, destruction, relocation, or alteration of the resource or its immediate surroundings.

**A. Recitals.**

(i). The City Council desires to continue to enable the development of new projects as well as additions and modernization of existing buildings and properties.

(ii). Historical resources within the community, however, must be carefully evaluated pursuant to the provisions of the California Environmental Quality Act of 1970, as amended, California Public Resources Code §§ 21000, *et seq.* ("CEQA").

(iii). The City desires to add a new Chapter 23.06 to Title 23 of the Placentia Municipal Code ("Zoning Ordinance") to ensure prompt review and approval of such projects.

(iv). On February 10, 2015, the Planning Commission of the City of Placentia conducted, and concluded, a duly noticed public hearing, as required by law, to amend the Zoning Ordinance to comport with California law and recommended adoption of this Ordinance to the City Council [Zoning Code Amendment 2015-01].

(v). This City Council has reviewed and considered all elements of amendments to the 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.

(vi). 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. The City Council hereby finds and certifies that the amendments set forth below have been reviewed and considered in accordance with the provisions of the California Environmental Quality Act of 1970, as amended, the Guidelines promulgated thereunder and City Guidelines and, further, finds that it can be seen with certainty that there is no possibility the amendments set forth below may have a significant effect on the environment and said amendments are therefore not subject to the requirements of the California Environmental Quality act pursuant to the provisions of § 15061(b)(3) of Division 6 of Title 14 of the California Code of Regulations and hereby directs that a Notice of Exemption be filed with the Orange County Clerk/Recorder, as required by law.

SECTION 3. A new Chapter 23.06 hereby is added to Title 23 of the Placentia Municipal Code, to read, in words and figures, as follows:

**"Chapter 23.06**

**"HISTORICAL RESOURCES**

**"Sections:**

<b>"23.06.010</b>	<b>Title</b>
<b>"23.06.020</b>	<b>Purpose</b>
<b>"23.06.030</b>	<b>Definitions</b>
<b>"23.06.040</b>	<b>Prohibition on Demolition, Substantial Alteration. or Relocation without Permit</b>
<b>"23.06.050</b>	<b>Procedure to Obtain Permit</b>

**"Section 23.06.010 - Title.**

"This Chapter shall be known as the "Placentia Historical Resources Ordinance."

**"Section 23.06.020 - Purpose.**

"The purpose of this Chapter is to ensure the appropriate evaluation and preservation of sites, buildings, or structures that embody the heritage, history, and culture of the City.

**"Section 23.06.030 - Definitions.**

"A. 'Administrator' shall mean the City Administrator of the City of Placentia or his or her designee.

"B. 'Alteration' means any change, modification, or demolition, through public or private action, to the character-defining or significant physical features of properties affected by this Chapter. In the case of Historical Resources that are buildings or structures, 'alteration' shall include changes to the exterior unless otherwise designated per the permit approval or per the requirements of the United States Secretary of Interior's Standards for the Treatment of Historic Properties. Such changes may be: Changes to, or modifications of, structural or architectural details, or visual characteristics; grading; surface paving; the addition of new structures; the cutting or removal of designated trees, landscapes or other natural features; the disturbance of archaeological sites or areas; or the placement or removal of any significant objects such as signs, plaques, light fixtures, street furniture, walls, fences, steps, plantings, or landscape accessories affecting the significant visual and/or historical qualities of the Historical Resource.

"C. 'Historical Resource' means a resource listed in, or determined to be eligible by the State Historical Resources Commission for listing in, the California Register of Historical Resources (California Public Resources Code § 5024.1, Title 14 California Code of Regulations, § 4850. et seq.)

"D. 'Improvement' means any building, structure, fence, gate, wall, landscaping, planted tree, work of art, or other man-made physical feature of real property, or any part of such feature which is not a

Natural Feature.

"E. 'Natural Feature' means any naturally-occurring tree, plant life, habitat, geographical or geological site or feature, but does not include Improvements.

"F. 'Permit' means a permit issued by the Planning Commission or the City Council, as the case may be, authorizing the alteration/demolition of an historic resource.

"G. 'Person' shall mean and include any natural person, property owner, or occupant; association, company, corporation or other legal entity; local, city, county, or federal agency holding or possessing legal or equitable title in and to the historical resource and property.

"H. 'Standards for the Treatment of Historic Properties' means the guidelines prepared by the United States National Park Service for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings and the standards for historic preservation projects prepared by the National Park Service with the most current Guidelines for Applying the Standards.

**"Section 23.06.040 - Prohibition on Demolition,  
Substantial Alteration. or  
Relocation without Permit.**

"No permit for the demolition, substantial alteration or relocation of any historical resource shall be issued, and no historical resource shall be demolished, substantially altered or relocated without first referring the matter to the Planning Commission, except where the Building Official or the City Engineer determines that demolition, relocation or substantial alteration of any historical resource is immediately necessary in the interest of the public health, safety or general welfare.

**"Section 23.06.050 - Procedure to Obtain Permit.**

"Any person seeking to demolish, substantially alter or relocate an historical resource shall apply for a permit therefor with the Administrator and pay the fee established by City Council Resolution. The permit application, including any appeal thereof, shall be processed in accordance with the procedures set forth in Chapter 23.87 of the Placentia Municipal Code (Use Permit). The applicant shall pay the requisite deposit to permit the evaluation of the application pursuant to the provisions of CEQA, 14 California Code of Regulations § 15064.5.

"A. The Commission shall base a determination on the approval of a permit for the substantial alteration of an historical resource on each of the following:

"(1). The substantial alteration, including additional buildings on a site containing multiple buildings with a unified use, complies with the Standards for Rehabilitation approved by the United States Secretary of the Interior; and

"(2). Whether the substantial alteration protects and preserves the historic and architectural qualities and the physical characteristics that make the site, building, or structure an historical resource; and

"(3). Compliance with the California Environmental Quality Act, California Public Resources Code §§ 21000, *et seq.*

"B. The Commission shall base its determination on the approval of a permit for the demolition or removal of any historical resource on the following:

"(1). A report regarding the structural soundness of the building or structure and its suitability for continued use, renovation, restoration or rehabilitation from a licensed engineer or architect who meets the Secretary of the Interior's Professional Qualification Standards as established by the Code of Federal Regulations, 36 CFR Part 61, as the same may be amended from time to time. Said report shall be based on the Secretary of the Interior's Standards for Architectural and Engineering Documentation with

Guidelines, as amended; and

"(2). Compliance with the California Environmental Quality Act, Public Resources Code §§ 21000, *et seq.*"

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           , 2015.

\_\_\_\_\_  
CHAD P., 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



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

FROM: ACTING CITY ADMINISTRATOR

DATE: APRIL 7, 2015

SUBJECT: **APPOINTMENT TO GENERAL PLAN ADVISORY COMMITTEE**

FISCAL  
IMPACT: NONE

### **SUMMARY:**

On March 18, 2014, the City Council appointed Mayor Wanke and Councilmember Aguirre to the General Plan Advisory Committee (GPAC). Mayor Wanke was selected as Chair and Councilmember Aguirre as Vice-Chair. In November, 2014, Councilmember Aguirre was not re-elected to City Council.

This item requests the City Council appoint another of its members as Vice Chair to serve on the GPAC 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 one (1) member of the City Council to serve on the General Plan Advisory Committee (GPAC).

### **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 mid-1970. Since that time, a comprehensive update was started in 2002 and restarted in 2009. In each instance, a General Plan advisory committee was established. Unfortunately, due to changes in staffing and financial resources, the General Plan update has not been completed.

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 Southern California Association of Governments (SCAG), will add expertise regarding complete streets,

**3.a.**  
**April 7, 2015**

sustainability, and potential zoning code revisions necessary to implement the updated General Plan.

The proposed GPAC 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 Advisory Committee will meet approximately two- three (2-3) times within the next eight (8) months.

Prepared by:



Charles L. Rangel  
Contract City Planner

Reviewed and approved:



Damien R. Arrula  
Acting City Administrator



# Placentia City Council

## AGENDA REPORT

**TO:** CITY COUNCIL

**VIA:** ACTING CITY ADMINISTRATOR

**FROM:** CHIEF FINANCIAL OFFICER

**DATE:** APRIL 7, 2015

**SUBJECT: AWARD OF CONTRACT FOR FINANCIAL AUDITING SERVICES**

### **FISCAL**

**IMPACT:** EXPENSE: \$56,273.00 (TO BE BUDGETED IN FISCAL YEAR 2015-16)

### **INTRODUCTION:**

The City issued a Request For Proposal (RFP) to obtain auditing services for the City and the Successor Agency. An evaluation committee consisting of two (2) members of the Financial Audit Oversight Committee evaluated all six (6) proposals that were received and interviewed the top two (2) firms. The Financial Audit Oversight Committee is unanimously recommending that City Council award a contract to Lance, Soll & Lunghard, LLP, to provide auditing services to the City.

### **RECOMMENDATION:**

It's recommended that the City Council take the following action:

1. Authorize the Acting City Administrator to enter into a contract, in a form approved by the City Attorney, with Lance, Soll & Lunghard, LLP for auditing services for fiscal years 2015-16, 2016-17 and 2017-18 with the option for two (2) additional fiscal years at the discretion of the City Council.

### **DISCUSSION:**

The City was with the prior financial auditors for a period of four (4) years. Sound accounting practices recommend changing audit firms every 4-5 years to ensure the best possible audit is being conducted. A new audit firm brings in a "fresh set of eyes" to look over our financial records and helps ensure that nothing is being overlooked. Governmental auditing services are a specialty field with a limited number of accounting firms that specialize in municipal governmental accounting practices. On January 26, 2015 RFP's were sent to the ten (10) accounting firms listed below:

**4.a.**  
**April 7, 2015**

The Pun Group  
Vasquez & Company, LLP  
Haskell & White, LLP  
Powell & Spafford, LLP  
Teaman, Ramirez & Smith, Inc.

Diehl Evans & Company, LLP  
Lance, Soll & Lunghard CPA's LLP  
Macias Gina & O'Connel, LLP  
Charles Z. Fedak & CO. CPA's  
Rogers, Anderson, Malody & North, LLP

Staff also placed the RFP on the City's Website. Six (6) proposals were received and are listed below. The City's past auditors, Haskell & White, LLP had notified the City in writing that they would not be requesting an option for a fifth year on their contract for auditing services and would not be submitting a proposal for the upcoming fiscal years.

The RFP requested costs for three fiscal years (2015-16, 2016-17, and 2017-18). The responses are as follows:

	<u>1<sup>st</sup> Year</u>	<u>2<sup>nd</sup> Year</u>	<u>3<sup>rd</sup> Year</u>
Van Lant & Fankhanel, LLP	\$ 40,000	\$ 40,000	\$ 40,000
Badawi & Associates	\$ 55,910	\$ 57,580	\$ 59,300
Lance, Soll & Lunghard, LLP	\$ 56,273	\$ 57,961	\$ 59,700
Vasquez & Co. LLP	\$ 62,998	\$ 62,998	\$ 64,908
Rogers, Anderson, Malody & Scott, LLP	\$ 63,000	\$ 63,000	\$ 63,000
The Pun Group	\$ 82,500	\$ 84,150	\$ 85,830

The Financial Audit Oversight Committee (FAOC) selected two (2) members of the committee to form an Ad Hoc Committee to review all six (6) proposals submitted. The Ad Hoc Committee reviewed the proposals and from their review decided to interview what they felt were the top two (2) firms. The firms selected for interview were:

Lance, Soll & Lunghard, LLP  
Vasquez & Co, LLP

The interviews were held on March 24, 2015 and March 30, 2015 by the FAOC Ad Hoc Committee with one (1) staff member sitting in as an observer. Based upon the interviews conducted, it was recommended by the Ad Hoc Committee to the FAOC that Lance, Soll & Lunghard (LSL) be considered for approval. At the March 31, 2015 FAOC meeting it was the unanimous decision of the FAOC that LSL be selected as the audit firm to be recommended to City Council for award of contract. It was felt that the staff of LSL has municipal government accounting experience, excellent references and was best suited to take on auditing services for the City. Staff concurs with the Financial Audit Oversight Committee's recommendation.

Staff recommends that City Council authorize the Acting City Administrator to negotiate a contract and engagement letter with LSL for financial auditing services, in a form approved by the City Attorney, which incorporates the terms of their RFP proposal to the City. The duration of the contract will be for three (3) years, with the option for two (2) additional years at the discretion of the City.

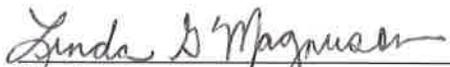
**FINANCIAL IMPACT:**

Fiscal Year 2015-16	\$56,273.00
Fiscal Year 2016-17	\$56,961.00
Fiscal Year 2017-18	\$59,700.00

Submitted by:

  
\_\_\_\_\_  
Matt Reynolds  
Management Analyst

Reviewed and Approved by:

  
\_\_\_\_\_  
Linda G. Magnuson  
Chief Financial Officer

Reviewed and Approved by:

  
\_\_\_\_\_  
Damien R. Arrula  
Acting City Administrator

**Attachments:**

Attachment A: Request For Proposal Professional Auditing Services  
Attachment B: Technical Proposal from Lance, Soll & Lunghard, LLP



# **City of Placentia Request for Proposals For Professional Auditing Services**

City of Placentia  
Finance Department  
401 E. Chapman Avenue  
Placentia, CA 92870  
Phone (714) 993-8237  
Fax (714) 961-0283

***Date of Issuance: January 26, 2015***  
***Proposal Deadline: February 20, 2015***

**City of Placentia**

**REQUEST FOR PROPOSALS**

**TABLE OF CONTENTS**

I.	INTRODUCTION	
	A. General Information	4
	B. Term of Engagement	5
II.	NATURE OF SERVICES REQUIRED	
	A. General	5
	B. Scope of Work to be Performed	5
	C. Auditing Standards to be Followed	6
	D. Reports to be Issued	6
	E. Irregularities and Illegal Acts	7
	F. Special Considerations	7
	G. Working Paper Retention and Access to Working Papers	7
III.	DESCRIPTION OF THE GOVERNMENT	
	A. City Representative	8
	B. Background Information	8
	C. Financial Operations	8
	D. Fund Structure	8
	E. Pension Plans	9
	F. Computer System	9
	G. Availability of Prior Reports	9
IV.	TIME REQUIREMENTS	
	A. Proposal Calendar	9
	B. Notification and Contract Dates	9
	C. Audit Schedule	10
	D. Entrance Conferences, Progress Reporting and Exit Conference	10
	E. Final Reports	10
V.	ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION	
	A. Finance Department and Clerical Assistance	10
	B. IT Assistance	10
	C. Statements and Schedules to be prepared by City Staff	11
	D. Work Area and Equipment	11
VI.	PROPOSAL REQUIREMENTS	
	A. General Requirements	11
	1. Inquiries	11
	2. Submission of Proposals	11

B.	Technical Proposal	11
1.	General Requirements	12
2.	Independence	12
3.	License to Practice	13
4.	Firm Qualifications and Experience	13
5.	Partner, Supervisory and Staff Qualifications And Experience	13
6.	Similar Engagements with Other Government Entities	14
7.	Specific Audit Approach	14
8.	Identification of Anticipated Potential Audit Problems	14
9.	Response to City Standard Two-Party Agreement	15
C.	Cost Proposal	
1.	Total All-Inclusive Maximum Price	15
2.	Rates for Additional Professional Services	15
3.	Manner of Payment	15

VII. EVALUATION PROCEDURES

A.	Selection Committee	16
B.	Review of Proposals	16
C.	Evaluation Criteria	16
1.	Mandatory Elements	16
2.	Technical Quality	16
3.	Price	17
C.	Oral Presentations	17
D.	Final Selection	17
E.	Right to Reject Proposals	17

APPENDICES

A.	Format for Schedule of Professional Fees and Expenses to Support the Total All-Inclusive Maximum Price
B.	Sample City-Standard Two-Party Agreement

## CITY OF PLACENTIA

### Request for Proposals For Audit Services

#### I. INTRODUCTION

##### A. General Information

The City of Placentia ("Placentia" or "City") hereby requests proposals from qualified certified public accounting firms to perform audits of the City's financial statements for the three (3) fiscal years ending June 30, 2015, June 30, 2016, and June 30, 2017 with the option of auditing the City's financial statements for each of the two (2) subsequent fiscal years. To meet the requirements of this Request for Proposal, the audit shall be performed in accordance with:

1. Generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants,
2. The standards for financial audits set forth in the U. S. General Accounting Office's *Government Auditing Standards (1994)*,
3. The provisions of the Single Audit Act of 1984 (as amended in 1996),
4. The provisions of the U. S. Office of Management and Budget (OMB) Circular A-133, audits of States, Local Governments, and Non-Profit Organizations, *Audits of State and Local Governments*,

There is no express or implied obligation for Placentia to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to public inspection under the California Public Records Act (California Government Code § 6250, *et seq.*), unless exempt.

To be considered, an original and five (5) copies of a proposal must be received at the Office of the Chief Financial Officer, 401 E. Chapman Avenue, Placentia, CA 92870 not later than 5:00 p.m., **February 20, 2015**. Proposals submitted will be evaluated by a Selection Committee, consisting of individuals from the Finance Department and the City's Financial Audit Oversight Committee.

During the evaluation process, the Selection Committee and the City of Placentia reserve the right, where it may serve the City's best interests, to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of the City or the Selection Committee, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal, regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the proposing firm of the conditions contained in this Request for Proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the firm selected. The City has a standard two-party agreement, a copy of which is attached, and any objections to the form of agreement must be specifically noted in the proposal. Please note the insurance requirement in the form of agreement.

It is anticipated the selection of a firm will be completed by March 31, 2015. Following the notification of the selected firm and City Council approval, it is expected a final contract will be executed between both parties by April 7, 2015. The City reserves the right to reject any or all proposals, to waive any non-material irregularities or information in any proposal, and to accept or reject any items or combination of items.

B. Term of Engagement

A three (3) year contract is contemplated, with an option to extend the contract for two (2) additional one (1) year terms. Each extension of the contract is subject to the review and recommendation of the City Administrator or his or her designee, the satisfactory negotiation of terms (including a price acceptable to the City), and annual availability of an appropriation.

II. **NATURE OF SERVICES REQUIRED**

A. General

The City of Placentia is soliciting the services of qualified certified public accountant firms to audit its financial statements for the fiscal years ending June 30, 2015, June 30, 2016, and June 30, 2017, with the option to extend the contract for each of the two (2) subsequent fiscal years. The audits are to be performed in accordance with the provisions contained herein.

B. Scope of Work to be Performed

The City desires an annual Comprehensive Annual Financial Report ("CAFR") to be prepared by the independent auditor. The City plans to submit each CAFR to the Government Finance Officers Association ("GFOA") for review in the GFOA Certificate of Achievement for Excellence in Financial Reporting program.

The selected independent auditor will be required to perform the following tasks:

1. The audit firm will perform an audit of all funds of the City. The audit shall be conducted in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*, issued by the Comptroller of the United States. **The City's Comprehensive Annual Financial Report will be prepared and printed by the audit firm.** The audit firm will render the auditors' report on the basic financial statements which will include both Government-Wide Financial Statements and Fund Financial Statements. The audit firm will also apply limited audit procedures to Management's Discussion and Analysis ("MD&A") and required supplementary information pertaining to the General Fund and each major fund of the City.

2. The audit firm will perform a single audit on the expenditures of federal grants in accordance with OMB Circular A-133 and render the appropriate audit reports on Internal Control over Financial Reporting based upon the audit of the City's financial statements in accordance with *Government Auditing Standards* and the appropriate reports on compliance with Requirements Applicable to each Major Program, Internal Control over Compliance and on the Schedule of Expenditures of Federal Awards in Accordance with OMB Circular A-133. The single audit report will include appropriate schedule of expenditures of federal awards, footnotes, findings and questioned costs, including reportable conditions and material weaknesses, and follow up on prior audit findings where required.

3. The audit firm shall perform agreed-upon review procedures pertaining to the City's GANN Limit (Appropriations Limit) and render a letter annually to the City regarding compliance.

4. The audit firm shall issue a separate "management letter" that includes recommendations for improvements in internal control, accounting procedures and other significant

observations that are considered to be non-reportable conditions. Management letters shall be addressed to the City Administrator.

5. The audit firm may be consulted occasionally throughout the year as an information resource. The auditors may be asked to provide guidance on implementation of GASB requirements and specifics of Federal and State regulations as they may affect local government accounting.

C. Auditing Standards to be Followed

To meet the requirements of this request for proposals, the audit shall be performed in accordance with generally accepting auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the U.S. General Accounting Office's *Government Auditing Standards* (2007), the provisions of the Single Audit Act Amendments of 1996 and the provisions of U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of State and Local Governments and Non-Profit Organizations*.

D. Reports to be Issued

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue:

1. A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles.
2. A report on the internal control structure based on the auditors' understanding of the control structure and assessment of control risk.
3. A report on compliance with applicable laws and regulations.
4. An "in-relation-to" report on the schedule of federal financial assistance.
5. A report on the internal control structure used in administering federal financial assistance programs (this report may be combined with report number 2).
6. A report on compliance with specific requirements applicable to major federal financial assistance programs.
7. A report on compliance with specific requirements applicable to non-major federal financial assistance programs (this report may be combined with report number 6).
8. A report on compliance with general requirements for both major and non-major federal financial assistance programs.
9. Agreed-upon procedures reports regarding verification of the Gann limit.
10. Statistical tables in accordance with GASB 44.

In the required report(s) on internal controls, the auditor shall communicate any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize and report financial data consistent with the assertions of management in the financial statements.

Reportable conditions that are also material weaknesses shall be identified as such in the report.

Non-reportable conditions discovered by the auditors shall be reported in a separate letter to management, which shall be referred to in the report (s) on internal controls.

The reports on compliance shall include all instances of noncompliance.

E. Irregularities and Illegal Acts

Auditors shall be required to make an **immediate, written report** of all irregularities and illegal acts or indications of illegal acts of which they become aware to the following parties: City Administrator; City Attorney; Chief Financial Officer and the City's Audit Committee.

F. Special Considerations

1. The City of Placentia has determined that the United States Department of Transportation will function as the cognizant agency in accordance with the provisions of the Single Audit Act Amendments of 1996 and U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of State and Local Governments and Non-Profit Organizations*.

2. The schedule of federal financial assistance and related auditor's report, as well as the reports on the internal controls and compliance are not to be included in the Comprehensive Annual Financial Report, but are to be issued separately.

G. Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for a minimum of three (3) years, unless the firm is notified in writing by the City of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the following parties or their designees:

- City of Placentia
- U.S. Department of Transportation
- U.S. General Accounting Office (GAO)

Parties designated by the federal or state government or by the City as part of an audit quality review process.

Auditors of entities of which the City is a sub-recipient of grant funds.

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

III. **DESCRIPTION OF THE GOVERNMENT**

A. City Representative

The auditor's principal contact with the City will be Linda G. Magnuson, Chief Financial Officer or a designated representative, who will coordinate the assistance to be provided by the City to the auditor.

B. Background Information

The City of Placentia serves an area of 7.2 square miles with a population of approximately 52,000. The City's fiscal year begins on July 1 and ends on June 30.

The City operates and maintains a full range of municipal services. The City contracts fire services from the Orange County Fire Authority. The City has approximately 105 authorized staff positions, with a total payroll exceeding \$22 Million. The City's FY2014-15 general fund operating budget was \$29 million.

The City is organized into six (6) departments and agencies. The accounting and financial reporting functions of the City are centralized.

More detailed information on the government and its finances can be found in the 2014-15 Annual Budget and the 2012-13 Comprehensive Annual Financial Report.

C. Financial Operations

The City's Finance Department is headed by Linda G. Magnuson, Chief Financial Officer, and consists of 7 employees.

D. Fund Structure

The City of Placentia uses the following fund types and account groups in its financial reporting:

Fund Type/Account Group

- General Fund
- Special Revenue Funds
- Debt Service Funds
- Capital Projects Funds
- Enterprise Funds
- Capital Projects Fund

E. Pension Plan

The City participates in the California Public Employees Retirement System ("PERS"), an agent multiple-employer plan. Actuarial services for the plan are provided by PERS.

F. Computer Systems

COMPUTER HARDWARE

Type of Equipment

Multiple Dell Servers

Personal Computers

Number

Networked

150 (approx.)

Yes  
Yes

FINANCIAL COMPUTER SOFTWARE

Vendor  
SUNGARD BI-TECH PUBLIC SYSTEMS  
IFAS Software, Version 7.9

Major Applications

G/L, A/P, Budget

Payroll

G. Availability of Prior Audit Reports and Working Papers

Interested proposers who wish to review prior years' audit reports and management letters should contact Matt Reynolds, Management Analyst, at 401 E. Chapman Avenue, Placentia, CA 92870 (714) 993-8130. The City will use its best efforts to make prior audit reports and supporting working papers available to proposers to aid their response to this request for proposals. NOTE: These items can also be found on the City's Website, [www.placentia.org](http://www.placentia.org)

IV. **TIME REQUIREMENTS**

A. Proposal Calendar

The following is a list of key dates up to and including the date proposals are due to be submitted:

Request for Proposal Issued	January 26, 2015
Due Date for Proposals	February 20, 2015

B. Notification and Contract Dates

Staff Recommendation to City Council	April 07, 2015
Contract Date	April 15, 2015

C. Audit Schedule

The planning phase of the audit engagement may commence upon receipt of a Notice to Proceed to be issued after award by City Council and execution of a City standard form of agreement. The audit firm selected shall provide the City with an audit plan and a list of schedules to be prepared by City personnel **prior to the beginning of fieldwork**. Interim fieldwork would be expected to be performed in June with the final phase of fieldwork commencing in September.

The City will attempt to have the books closed and all agreed upon schedules available for the auditors by October 1.

The auditor shall have drafts of the final reports and recommendations to management available for review by the City by the following dates:

D. Entrance Conferences, Progress Reporting and Exit Conferences

An entrance conference should be scheduled prior to beginning interim fieldwork. Progress reports are expected on at least a monthly basis to the Chief Financial Officer. An exit conference to summarize the results of fieldwork and to review significant findings is expected on the last day of fieldwork or shortly thereafter.

E. Final Reports

The Finance Department will complete its review of the draft report as expeditiously as possible. This process is not expected to exceed two (2) weeks. During that period, the auditor should be available for any meetings that may be necessary to discuss the drafts. The City has a Financial Audit Oversight Committee appointed by the City Council. The auditors will meet with the Committee to discuss the final draft of the audit. Once all issues for discussion are resolved, the auditor shall publish, produce and deliver to City thirty (30) bound copies of the Comprehensive Annual Financial Report as well as providing an electronic copy. It is anticipated that this process will be completed and the final reports delivered by the following dates:

City of Placentia CAFR

November 25

**V. ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION**

A. Finance Department Assistance

The Finance Department staff and responsible personnel will be available during the audit to assist the firm by providing information, documentation and explanations. The preparation of confirmations will be the responsibility of the City, with the assistance of the auditor.

City Staff will assist the auditors in identifying and locating supporting documentation.

B. Information Technology (IT) Assistance

IT Personnel will be available to provide system's documentation and explanations. The auditor will not be provided computer time and the use of the City's computer hardware and software unless mutually agreed upon. However, various computer reports will be provided to the auditor as required.

C. Statements and Schedules to be Prepared by the Staff of the City

The City will prepare statements and schedules for the auditor as requested.

D. Work Area, Telephones, Photocopying and FAX Machines

The City will provide the auditor with reasonable work space, desks and chairs. The auditor will also be provided with access to a telephone line, photocopying machine, and FAX machine.

Long distance telephone and/or FAX communications will be charged to the auditor.

**VI. PROPOSAL REQUIREMENTS**

A. General Requirements

1. Inquiries

Inquiries regarding this proposal process and submittals should be directed to:

Matt Reynolds, Management Analyst  
City of Placentia  
401 E. Chapman Avenue  
Placentia, CA 92870  
(714) 993-8130

2. Submission of Proposals

B. Technical Proposal

One original and five (5) copies of the Technical Proposal are required to be received by 5:00 P.M. on February 20, 2015 for the proposing firm to be considered.

1. Title Page

Title page showing the request for proposals subject; the firm's name; the name, address and telephone number of the contact person; and the date of the proposal.

2. Table of Contents

3. Transmittal Letter

A letter of transmittal signed by an individual authorized to bind the proposer, briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for fiscal years 2014-15, 2015-16, and 2016-17.

4. Appendices or Exhibits

Include as needed.

**THERE SHOULD BE NO DOLLAR UNITS OR TOTAL COSTS INCLUDED IN THE TECHNICAL PROPOSAL SECTION**

**B. Cost Proposal** This section should be last and separately identified with a total page. All dollar units and/or total costs should be shown in this section, not in the technical proposal.

The proposer shall submit one original and five (5) copies of a dollar cost bid in a separate sealed envelope marked as follows:

SEALED DOLLAR COST PROPOSAL  
FOR  
CITY OF PLACENTIA  
FOR  
PROFESSIONAL AUDITING SERVICES

**C. Delivery of Proposals** Proposers should send the completed proposal consisting of the two separate envelopes to the following address:

Matt Reynolds, Management Analyst  
City of Placentia  
401 E. Chapman Avenue  
Placentia, CA 92870

**D. General Requirements**

1. The purpose of the proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake an independent audit of the City and Agency in conformity with the requirements of this request for proposals. As such, the substance of proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the request for proposal requirements.

The technical proposal should address all the points outlined in the request for proposals. Cost information should only be included in the Cost Proposal section. The proposal should be prepared simply and economically, providing a straight-forward, concise description of the proposer's capabilities to satisfy the requirements of the request for proposals. While additional data may be presented, the following subjects, items No. 2 through 9, must be included. They represent the criteria against which the proposal will be evaluated. The information may be presented in the body of the text or as appendices.

**TECHNICAL PROPOSALS ARE NOT TO EXCEED TWENTY-FIVE (25) PAGES**

2. Independence

The firm should provide an affirmative statement that it is independent of the City as defined by generally accepted auditing standards/the U.S. General Accounting Office's Government Auditing Standards (2007).

The firm also should provide an affirmative statement that it is independent of all of the component units of the City as defined by those same standards.

The firm should also list and describe the firm's professional relationships involving the City or any of its component units/agencies, for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the

proposed audit.

In addition, the firm shall give the City written notice of any professional relationships entered into during the period of this agreement.

3. License to Practice in the State of California.

An affirmative statement should be included that the firm and all assigned key professional staff are properly licensed to practice in the State of California.

4. Firm Qualifications and Experience

The proposal should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement.

If the proposer is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal auditor should be noted, if applicable.

The firm is required to include a summarization of the results of its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements.

The firm shall provide information on the results of any Federal or State desk reviews or field reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with State regulatory bodies or professional organizations.

5. Partner, Supervisory and Staff Qualifications and Experience

The firm should identify the principal supervisory and management staff, including engagement partner, manager, other supervisors and specialists, who would be assigned to the engagement and indicate whether each such person is register or licensed to practice as a certified public accountant in the State of California. The firm should provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

The firm should provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. The firm should indicate how the quality of staff over the term of the agreement will be assured.

Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the City. However, in either case, the City retains the right to approve or reject replacements.

Consultants and firm specialists mentioned in response to this request for proposal can only be changed with the express prior written permission of the City, which retains the right to approve or reject replacements.

Other audit personnel may be changed at the discretion of the proposer provided that

replacements have substantially the same or better qualifications or experience.

#### 6. Similar Engagements with Other Government Entities

For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum of 5) performed in the last five years that are similar to the engagement described in this request for proposal.

These engagements should be ranked on the basis of total staff hours. Indicate the scope or work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.

#### 7. Specific Audit Approach

The proposal should set forth a summarized work plan, including an explanation of the audit methodology to be followed, to perform the services required in Section II of this request for proposal. The work plan should reference such sources of information as the City or Agency budget and related materials, organizational charts, manuals and programs, and financial and other management information systems. Proposers will be required to provide the following information on their audit approach:

- a. Proposed segmentation of the engagement
- b. Level of staff and number of hours to be assigned to each proposed segment of the engagement.

#### **COSTS SHOULD ONLY BE INCLUDED IN THE COST PROPOSAL SECTION**

- c. Sample size and the extent to which statistical sampling is to be used in the engagement
- d. Approach to be taken to gain and document an understanding of the City's internal control structure
- e. Approach to be taken in determining laws and regulations that will be subject to audit test work
- f. Approach to be taken in drawing audit sample for purposes of tests of compliance

#### 8. Identification of Anticipated Potential Audit Problems

The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the City.

#### 9. Response to City Standard Two-Party Agreement

Note any objections to the City's standard two-party agreement. City's standard form of agreement shall be the basis of the agreement between the City and the firm selected.

### **E. Cost Proposal**

#### 1. Total All-Inclusive Maximum Price

The sealed dollar cost bid shall contain all pricing information relative to performing the audit engagement for each of the three (3) contract years as described in this request for proposal. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs including all out-of-pocket expenses.

The City will not be responsible for expenses incurred in preparing and submitting the technical proposal or the sealed dollar cost bid. Such costs shall not be included in the proposal.

The first page of the sealed dollar cost bid shall include the following information:

- a. Name of Firm
- b. Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the bid, and authorized to sign a contract with the City of Placentia.
- c. A Total All-Inclusive Maximum Price for the FY 2014-15, FY 2015-16, and FY 2016-17 engagements.

The City will not be responsible for expenses incurred in preparing and submitting the proposal. Such costs should not be included in the proposal.

## 2. Rates for Additional Professional Services

If it should become necessary for the City of Placentia to request the auditor to render any additional services to either supplement the services requested in this RFP or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between City of Placentia and the firm. Any such additional work agreed to between City of Placentia and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the sealed dollar cost bid.

## 3. Manner of Payment

Progress payments will be made on the basis of hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the firm's dollar cost bid proposal. Interim billing shall cover a period of not less than a calendar month. The final ten percent (10%) of the *Total All-Inclusive Maximum Price* will be paid upon delivery of the firm's final reports.

## VII. EVALUATION PROCEDURES

### A. Selection Committee

Proposals submitted will be evaluated by a Selection Committee consisting of individuals from the Finance Department other internal departments and/or external agencies as well as members of the City's Financial Audit Oversight Committee.

### B. Review of Proposals

The Selection Committee will use a point formula during the review process to score proposals. Each member of the Selection Committee will first score each technical proposal by each of the criteria described in Section VII C below. The full Selection Committee will then convene to review and discuss these evaluations and to combine the individual scores to arrive at a composite technical score for each firm. At this point, firms with an unacceptable low technical score will be eliminated from further consideration.

After the composite technical score for each firm has been established, the cost proposals will be reviewed and additional points will be added to the technical score based on the price bid. The maximum score for price will be assigned to the firm offering the lowest *Total All-Inclusive Maximum Price*.

The City reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether the proposal is selected.

### C. Evaluation Criteria

Proposals will be evaluated using three sets of criteria. Firms meeting the mandatory criteria will have their proposals evaluated for technical qualification. Only those firms meeting minimum technical qualifications will be evaluated for price. The following represent the principal selection criteria which will be considered during the evaluation process.

#### 1. Mandatory Elements

- a. The audit firm is independent and licensed to practice in the State of California.
- b. The firm has no conflict of interest with regard to any other work performed by the firm for the City.
- c. The firm adheres to the instructions to this request for proposal on preparing and submitting the proposal.
- d. The firm has a record of quality audit work.

#### 2. Technical Quality (Maximum Points - 80)

- a. Expertise and Experience
  - (1) The firm's past experience and performance on comparable government engagements with an emphasis on local experience.
  - (2) The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation.
  - (3) The firm's past experience auditing Housing and aging Federal Financial Assistance programs.

(4) The firm's past experience in meeting GFOA requirements to receive CAFR award.

(5) Experience in providing on-going financial consulting services to municipalities.

b. Audit Approach

(1) Adequacy of proposed staffing plan for various segments of the engagement.

(2) Adequacy of sampling techniques

(3) Adequacy of analytical procedures

3. Price (Maximum Points - 20)

**COST WILL NOT BE THE PRIMARY FACTOR IN THE SELECTION OF AN AUDIT FIRM**

D. Oral Presentations

During the evaluation process, the Selection Committee may, at its discretion, request any one or all firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the Selection Committee may have on a firm's proposal. Not all firms may be asked to make such oral presentations.

E. Final Selection

The City Council of the City of Placentia will select a firm after considering the recommendation of the Selection Committee.

F. Right to Reject Proposals

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the firm selected.

***The City reserves the right to reject any or all proposals.***

**APPENDIX A**

Page 1

**SCHEDULE OF PROFESSIONAL FEES AND EXPENSES**

**FOR THE AUDIT OF THE FY 2014-15 THROUGH 2016-17 FINANCIAL STATEMENTS**

	<u>Hours</u>	<u>Hourly Rates</u>	<u>Total FY 14-15</u>	<u>Total FY 15-16</u>	<u>Total FY 16-17</u>
Partners					

**Managers**

**Supervisory  
Staff**

**Staff**

**Other (specify):**

**Total price for the City of Placentia Audit Report:**

**Subtotal**

Appendix A

**Page 2**

**Total for services Described in Section II D of the RFP (Detail on subsequent pages)**

**Other (specify):**

**Estimated number of hours required from City to develop permanent file:**

**From City Clerk's Office**

**From Finance Department**

**Total all-inclusive maximum price:**

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES

SUPPORTING SCHEDULE FOR THE CITY OF PLACENTIA AUDIT REPORT

	<u>Hours</u>	<u>Hourly Rates</u>	<u>Total FY 14-15</u>	<u>Total FY 15-16</u>	<u>Total FY 16-17</u>
<b>Partners</b>					
<b>Managers</b>					
<b>Supervisory Staff</b>					
<b>Staff</b>					
<b>Other (specify):</b>					

**Total price for the City of Placentia Audit Report:**

**Partners**

**Managers**

**Supervisory**

**Staff**

**Staff**

**Other (specify):**

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES  
SUPPORTING SCHEDULE FOR THE SINGLE AUDIT REPORT

	<u>Hours</u>	<u>Hourly Rates</u>	<u>Total FY 14-15</u>	<u>Total FY 15-16</u>	<u>Total FY 16-17</u>
<b>Partners</b>					
<b>Managers</b>					
<b>Supervisory Staff</b>					
<b>Staff</b>					
<b>Other (specify):</b>					
<b>Total price for the Single Audit Report:</b>					

**SCHEDULE OF PROFESSIONAL FEES AND EXPENSES**

**SUPPORTING SCHEDULE FOR THE CAFR PREPARATION AND EDITING**

	<b><u>Hours</u></b>	<b><u>Hourly Rates</u></b>	<b><u>Total FY 14-15</u></b>	<b><u>Total FY 15-16</u></b>	<b><u>Total FY 16-17</u></b>
<b>Partners</b>					
<b>Managers</b>					
<b>Supervisory Staff</b>					
<b>Staff</b>					
<b>Other (specify):</b>					
<b>Total price for the CAFR Preparation and Editing:</b>					

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES

**Partners**

**Managers**

**Supervisory  
Staff**

**Staff**

**Other (specify):**

**APPENDIX B**

**CITY-STANDARD TWO-PARTY AGREEMENT**

**(ATTACHED)**



**PROPOSAL FOR  
PROFESSIONAL AUDITING SERVICES**

**Prepared by:**

Lance, Soll & Lunghard, LLP  
Certified Public Accountants  
203 N. Brea Blvd., Suite 203  
Brea, CA 92821  
(714) 672-0022



**Contact Person:**

Deborah A. Harper, CPA, Partner  
[deborah.harper@slcpas.com](mailto:deborah.harper@slcpas.com)

February 20, 2015

**EXHIBIT B**

CITY OF PLACENTIA  
PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

TABLE OF CONTENTS

	<u>Page No.</u>
Transmittal Letter .....	1
Independence .....	3
License to Practice in California .....	4
Firm Qualifications .....	4
Years of Service and Office Locations .....	4
Size of Firm and Size of Governmental Audit Staff .....	5
Range of Activities .....	5
Peer Review .....	6
Disciplinary Action .....	6
Retention of Working Papers .....	7
Subcontractors .....	7
Partner, Supervisory and Staff Qualifications and Experience .....	7
Assigned Personnel .....	7
Education and Training Program Provided .....	7
Resumes of Personnel .....	7
Deborah A. Harper, CPA, Engagement Partner .....	8
Bryan S. Gruber, CPA, Concurring Partner .....	10
Maria-Luisa Valdez, CPA, Audit Manager .....	12
Ryan Dover, Audit Senior .....	14
Similar Engagements with Other Government Entities .....	15
Specific Audit Approach .....	16
Segmentation of the Engagement .....	16
Segment 1-Planning and Obtaining an Understanding .....	16
Planning .....	16
Understanding the internal control structure over the financial statements .....	16
Segment 2 – Financial Audit Testing .....	17
Analytical Procedures .....	17
Drawing Audit Samples .....	17
Exit Conference .....	18

CITY OF PLACENTIA  
PROPOSAL FOR AUDIT AND SELECT PROFESSIONAL SERVICES

TABLE OF CONTENTS

	<u>Page No.</u>
Segment 3 – Conclusion .....	18
Estimated Time Line .....	18
Identification of Anticipated Potential Audit Problems.....	19
GASB 68 and GASB 71 .....	19
Single Audit Compliance changes .....	20
Response to City Standard Two-Party Agreement .....	20
<b>Appendices</b>	
Appendix A – List of Clients .....	21
Appendix B – Peer Review .....	22

February 20, 2015

Linda Magnuson, Chief Financial Officer  
Matt Reynold, Management Analyst  
City of Placentia  
401 E. Chapman Avenue  
Placentia, CA 92870

Lance, Soll & Lunghard, LLP is pleased to respond to your Request for Proposals for audit and select professional services. As a leader in the field of governmental accounting and auditing, we appreciate this opportunity given to us to present our professional qualifications. Because of our extensive public sector experience, dedication to excellence and determination to retain the brightest and most talented professionals, we are certain that Lance, Soll & Lunghard, LLP is the most qualified accounting firm to provide professional auditing services to the City of Placentia.

Lance, Soll & Lunghard, LLP agrees to provide the following services for the City of Placentia for fiscal years ending June 30, 2015 through June 30, 2017, with an option to extend for an additional two years:

- Perform an audit of all funds of the City of Placentia. The audit will be conducted in accordance with Generally Accepted Government Auditing Standards. A CAFR will be prepared and word processed by LSL. The CAFR will be in full compliance with all current GASB pronouncements. LSL will render its auditors' report on the basic financial statements, which will include both Government-Wide Financial Statements and Fund Financial Statements. The audit firm will also apply limited audit procedures to Management's Discussion and Analysis and required supplementary information. LSL understands that we will prepare and print the CAFR.
- Perform a single audit on the expenditures of federal grants in accordance with OMB Circular A-133 (for fiscal year 2014-2015) and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (for fiscal year 2015-2016 and all future years). In addition, LSL will render the appropriate reports on internal controls and compliance. The single audit report should include an appropriate schedule of expenditures of federal awards, footnotes, findings and questioned costs, including reportable conditions and material weaknesses, and a follow up on prior audit findings, where required.
- Issue a separate "management letter" that includes recommendations for improvements in internal control, accounting procedures and other significant observations that are considered to be non-reportable conditions. Management letters should be addressed to the City Manager.
- Perform agreed-upon audit procedures pertaining to the City's GANN Limit and render a letter, annually, to the City regarding compliance.



CERTIFIED PUBLIC ACCOUNTANTS

City of Placentia

- LSL will be available for occasional consultation throughout the year as a financial resource for the City of Placentia.

This proposal describes the benefits your organization would receive from Lance, Soll & Lunghard, LLP. **We are committed to provide the services presented in our proposal in accordance with the timetable specified in your request for proposal.** For purposes of this proposal, Deborah A. Harper, Partner is authorized to make representations for our firm. I can be reached at the address below, by phone at (714) 672-0022 or by email at [Deborah.Harper@lslcpas.com](mailto:Deborah.Harper@lslcpas.com).

A handwritten signature in blue ink that reads "Deborah A. Harper".

Deborah. A. Harper, Partner  
LANCE, SOLL & LUNGHARD, LLP

---

## TECHNICAL PROPOSAL

---



**Lance, Soll & Lunghard, LLP** is a regional public accounting firm that has met the auditing needs of governmental entities throughout California for 80 years. This experience has led to the development of efficient procedures that provide numerous client benefits. Our clients have grown to understand that an audit from Lance, Soll & Lunghard, LLP provides them with a wealth of knowledge, confidence and value added services. For this and many other reasons, Lance, Soll & Lunghard, LLP has consistently been named one of the “Top Accounting Firms” in Orange County by the Orange County Business Journal.

We adhere to *Governmental Auditing Standards*, which are governed by the United States Governmental Accountability Office by the Comptroller General of the United States, also known as the “yellow book” 2011 Revision. These standards provide guidance, known as the generally accepted government auditing standards (GAGAS), on providing a framework for conducting high quality audits with competence, integrity, objectivity, and independence. In addition, guidance from the AICPA on financial and compliance reporting, which includes Circular A-133 audits provide and support our approach and methodology of risk based auditing guiding by Statement of Auditing Standards 122-125 (“clarifying standards”) implemented in 2012.

### Independence

**We meet the independence requirements as defined by Auditing Standards Generally Accepted in the United States of America and the U.S. General Accounting Office’s *Government Auditing Standards* (December 2011 revision).** We are a partnership consisting of nine partners who do not own any other business organization that has in the past, or will in the future, be providing services, supplies, materials or equipment to the City of Placentia or the City’s blended component units. Lance, Soll & Lunghard, LLP will provide written notice of any professional relationship entered into during the period of the proposed agreement.

We have not had the pleasure of auditing the City of Placentia in the preceding five years, which includes the blended component units. LSL implemented a lead audit rotation in 2013 to rotate our lead auditors in a four to five year period for all audit engagements. We believe a solid relationship is essential in excellent customer services, but a mix of audit rotation is an added service to provide a “fresh look” at the policies and procedures and still meet the duty for public service independence. This allows our clients to adhere to their responsibilities to the public for proper independence without losing

---

## TECHNICAL PROPOSAL

---

### Independence (Continued)

the great satisfaction of firm customer service. Our firm policy was written in consideration of the Assembly Bill 1345 added section 12410.6.(b) to Government Code regarding auditor rotation requirements of public accounting firms providing audit services to local agencies, which states:

*“Government Code section 12410.6.(b) indicates that commencing with the 2013-14 fiscal year, a local agency shall not employ a public accounting firm to provide audit services to a local agency if the lead audit partner or coordinating audit partner having primary responsibility for the audit, or the audit partner responsible for reviewing the audit, has performed audit services for that local agency for six consecutive fiscal years. For purposes of calculating the six consecutive fiscal years, the local agency shall not take into account any time that a public accounting firm was employed by that local agency prior to the 2013-14 fiscal year. The Controller may waive this requirement if he or she finds that another eligible public accounting firm is not available to perform the audit.”*

Our firm will continue to provide excellent customer service which is imbedded in our firm, without constituting any conflict of interest. Two partners are provided on each proposal to provide you with an opportunity to meet other partners at the firm which your engagement will be rotated.

### License to Practice in California

**Lance, Soll & Lunghard, LLP** is a public accounting firm licensed by the State of California, Department of Consumer Affairs, as a Public Accounting Partnership. All of our partners and managers are Certified Public Accountants licensed by the State of California. As a firm, we are members of the American Institute of Certified Public Accountants and the California Society of Certified Public Accountants. All key staff to be assigned to this engagement is or will be licensed by the State of California to practice as Certified Public Accountants.

### Firm Qualifications and Experience

#### *Years of Service and Office Locations*

As discussed earlier, Lance, Soll & Lunghard, LLP is a regional public accounting firm that has met the auditing needs of governmental entities throughout California for 85 years. This experience has led to the development of efficient procedures that provide numerous client benefits. Our clients have grown to understand that an audit from Lance, Soll & Lunghard, LLP provides them with a wealth of knowledge, confidence and value added services.



We have three offices in California which provide services to the western region of the United States. Our headquarters are located in Orange County in the City of Brea, California. We also have two other offices in Temecula Valley and Silicon Valley. The audit of the City of Placentia will be performed from our Orange County office.

---

## TECHNICAL PROPOSAL

---

### Firm Qualifications and Experience (Continued)

#### *Size of Firm and Size of the Firm Governmental Audit Staff*

Our firm has approximately 65 employees including nine partners and professional staff of approximately forty-five. Governmental staff consists of three partners, one senior manager, four managers, two supervisors, seven seniors and nine staff auditors. All personnel assigned to this engagement work on a full-time basis.



Local government expertise is led by the following partners:

Richard K. Kikuchi, CPA, Partner  
Bryan S. Gruber, CPA, Partner  
Deborah A. Harper, CPA, Partner

#### *Range of Activities*

Our activities overall cover auditing, compilation and review services, management services and income tax services. Approximately **50%** of our practice deals with the public sector and related services. Generally, our public sector services break down into the following major classifications:

##### *Financial Auditing:*

Governmental Entities  
Federal Single Audits

##### *Management and/or Consulting Services:*

Agreed Upon Procedures  
Internal audits  
Compliance Reviews (housing compliance reviews, TDA, Investment review etc.)  
Governmental education workshops  
Professional Staffing

##### *Tax services:*

Compilations and Reviews  
Financial Planning  
IRS audit specialist (ie., payroll audit)  
Tax returns (individual, corporation, non-profit/exempt, partnership, estate, etc.)

---

## TECHNICAL PROPOSAL

---

### Firm Qualifications and Experience (Continued)

#### *GFOA Award Programs*



We prepare the financial statements and footnote disclosures for most of our public sector clients that have received the GFOA award. All of our governmental partners, managers and seniors have been closely involved in the preparation of these reports. See **Appendix A** for a sample of our public sector clients presently receiving the GFOA award.

#### *Federal Single Audits*



Office of Management and Budget

We perform single audit services for all of our clients that have federal grants and meet the requirements as stipulated under OMB Circular A-133. **These include Housing and aging Federal Financial Assistance programs as noted in the City of Placentia.** These engagements fully comply with OMB Circular A-133 and include preparing the Schedule of Federal Expenditures along with all required opinions. Our procedures in this area were reviewed by the State Controller's Office acting in their capacity as cognizant agency and we were given high marks for our approach and documentation. See **Appendix A** for a complete list of our public sector clients we currently or have in the past performed a single audit.

#### *Other Local Government Engagements*

We have extensive experience auditing local governments throughout California and have done so for many years. Services that we have provided include: financial auditing and CAFR preparation, internal audits, program specific audits and compliance audits in programs such as housing successor compliance, child care, TDA, AQMD, Proposition A, Proposition C, Measure M, TOT, and various accounting procedure assessments.

#### *Investment Compliance Reviews*

We have performed reviews, for several of our clients, in regards to compliance with the entity's Investment Policy. We currently perform and issue investment reports for Coachella Valley Water District and Moulton Niguel Water District and the Cities of Chino Hills, Orange, Laguna Niguel, Indian Wells and Glendora.

#### *Peer Review*

We are member of the American Institute of Certified Public Accountant's Private Companies Practice Section, which has the requirement for peer review along with Generally Accepted *Government Auditing Standards*. We have participated in the peer review program since its inception and have undergone several peer reviews. The first review was conducted by Arthur Young & Company (now Ernst & Young) and the most recent by R.H. Johnston Accountancy Inc. Overall, they confirmed what we already knew, that our approach and procedures are in compliance with technical and professional pronouncements. All of these peer reviews covered governmental engagements. Our most recent peer review, conducted by R.H. Johnston Accountancy Inc., is included in **Appendix B** to this proposal.

#### *Disciplinary Action*

There have been no disciplinary actions against our organization since its inception. All of our Single Audit reports are desk reviewed either by the Federal cognizant agency or the State Controller's Office acting as the Oversight Agency. We have never had a report rejected by any of these agencies. In fact,

---

## TECHNICAL PROPOSAL

---

### Firm Qualifications and Experience (Continued)

we are highly regarded and recognized by the staff of the State Controller's Office as a firm that always submits top quality reports.

#### *Retention of Working Papers*

LSL acknowledges that if we are awarded the contract for City of Placentia, we will retain the audit work papers and related audit reports for a minimum period of five years.

#### *Subcontractors*

Lance, Soll & Lunghard, LLP has the resources to complete this project and will not use subcontractors. All professional staff on this engagement will be employees of Lance, Soll & Lunghard LLP and will work on a full-time basis. Our focused effort is to obtain and retain quality staff in order to maintain staff consistency and provide quality audit services with minimal disruption to our clients.

### Partner, Supervisory and Staff Qualifications and Experience

#### *Assigned Personnel*

<b>Deborah A. Harper, CPA</b>	Engagement Partner (field partner)
<b>Bryan S. Gruber, CPA</b>	Concurring Partner (quality control)
<b>Maria-Luisa Valdez, CPA</b>	Audit Manager (field manager)
<b>Ryan Dover</b>	Audit Senior

**2 to 3 additional staff**

#### *Education and Training Program Provided*

As the firm's quality control policy, and in compliance with the continuing education requirements promulgated by the AICPA, General Accounting Office and the California Society of CPAs, all our staff auditors (certified and non-certified) meet the requirement of 40 hours of continuing education every year, with at least 24 hours in governmental accounting and auditing in a two year period. For our educational programs, we utilize in-house seminars, California Society of CPAs courses, AICPA Government Audit Quality Center courses, and Government Finance Officers Association courses. Our formal education program was reviewed by independent firms during our peer review process and no exceptions were noted.

#### *Resumes of Personnel*

As noted previously, the firm's policy of assigning audit in-charge to an engagement requires that the in-charge have at least two years of municipal auditing experience. He or she must have demonstrated a high degree of understanding of municipal accounting and auditing, as well as of the firm's overall client philosophy. Any changes in personnel at the in-charge level or above will be approved by the City of Placentia. LSL's philosophy is to provide **quality audit services with minimal disruption to City staff.** Our focused efforts to obtain and retain quality staff have further enabled us to provide this to our clients. Resumes of personnel are as follows:

TECHNICAL PROPOSAL

RESUMES OF PERSONNEL (Continued)

DEBORAH A. HARPER, CPA  
ENGAGEMENT PARTNER



**Education:** Bachelor of Arts Degree in Business Administration with an emphasis in Accounting - California State University, Fullerton 2000

**License:** Certified Public Accountant – California 2005

**Continuing Education:** Total hours were 264 in last three years of which 206 were in governmental accounting and auditing subjects. Ms. Harper has met the Governmental Auditing Standards requirement for governmental CPE.

**Memberships:** California Society of Certified Public Accountants – Member since 2000  
American Institute of Certified Public Accountants - Member Since 2005  
California Society of Municipal Finance Officers – Associate Member since 2005  
Government Finance Officers Association – Associate Member since 2005  
Governmental Accounting and Auditing Committee – Member since 2011  
AICPA Government Audit Quality Center – Member since 2011

**Experience:** Over fourteen years of experience in governmental audits. During her time with the firm, Ms. Harper has performed all phases of our government audits and made numerous presentations to Boards of Directors and Audit Committees. She has been involved on the following similar engagements:

Cucamonga Valley Water District  
Azusa Agricultural Water Company  
Three Valleys Water District  
City of Irvine  
City of Corona  
City of Laguna Niguel  
City of Monrovia  
City of Orange  
City of Seal Beach  
City of Simi Valley

Moulton Niguel Water District  
Coachella Valley Water District  
San Diego County Water Authority  
City of Glendora  
City of Fullerton  
City of Diamond Bar  
City of Banning  
City of Claremont  
City of Brea  
City of Chino Hills

---

## TECHNICAL PROPOSAL

---

### RESUMES OF PERSONNEL (Continued)

#### Deborah A. Harper, CPA, Engagement Partner (Continued)

- This work entailed the preparation of the Comprehensive Annual Financial Report for those entities involved in the award programs of the California Society of Municipal Finance Officers and the Government Finance Officers Association of the United States and Canada.
- Review the audit of these entities and provide technical assistance throughout the year to provide the most up to date information with current GASB pronouncement.
- Present the overall audit results to audit committees or other Board Members.
- Provide training, resources, and support to financial officers.

**Achievements:** Ms. Harper has developed and conducts various Lance, Soll & Lunghard, LLP municipal training courses for new associates and members of the firm.

In 2014, Ms. Harper was accepted as a 2015 executive committee member of the AICPA Government Audit Quality Center, which is a national division for governments. As an executive board member, Ms. Harper will participate in the development, review, and first hand discussion for updates of new standards and guidance published in the AICPA Audit Guides provided to audit firms all across the country.

RESUMES OF PERSONNEL (Continued)

**BRYAN S. GRUBER, CPA  
CONCURRING PARTNER**



**Education:** Bachelor of Arts Degree in Business Administration with an emphasis in Accounting – California State University, Fullerton 2004

**License:** Certified Public Accountant – California 2008

**Continuing Education:** Total hours were 132 in last three years of which 74 were in governmental accounting and auditing subjects. Mr. Gruber has met the Governmental Auditing Standards requirement for governmental CPE.

**Memberships:** California Society of Certified Public Accountants  
American Institute of Certified Public Accountants  
Government Finance Officers Association  
California Society of Municipal Finance Officers  
Association of Local Government Auditors

**Experience:** Over nine years of experience in governmental audits including CAFR audits, redevelopment agency audits and Single Audits. He has also made numerous presentations to City Councils, Boards of Directors and Audit Committees. He has been involved in the following municipal engagements:

Mr. Gruber has also been involved in the following engagements:

- |  |                           |
|--|---------------------------|
| Three Valleys Municipal Water District | City of Temecula          |
| City of Palm Springs                   | City of La Quinta         |
| City of Cathedral City                 | Greater LA Vector Control |
| City of Duarte                         | City of Azusa             |
| City of Claremont                      | City of Oceanside         |
| City of Solana Beach                   | City of Fontana           |
| City of El Monte                       | City of La Mirada         |
| City of California City                | City of South Pasadena    |
| City of Clearlake                      | City of Rolling Hills     |
| Orange County LAFCO                    | City of San Dimas         |

- This work entailed the preparation of the Comprehensive Annual Financial Report for those entities involved in the award programs of the California Society of Municipal Finance Officers and the Government Finance Officers Association of the United States and Canada.

## TECHNICAL PROPOSAL

---

### **Bryan S. Gruber, CPA, Partner (Continued)**

- Review the audit of these entities and provide technical assistance throughout the year to provide the most up to date information with current GASB pronouncement.
- Present the overall audit results to audit committees or other Board Members.

**Achievements:** Mr. Gruber has been involved with teaching current audit and accounting related material at Lance, Soll & Lunghard, LLP's in house training seminars.

He has made numerous presentations at local chapter meetings for CSMFO on current accounting and auditing material.

He also currently serves as a technical reviewer for the Government Finance Officers Association (GFOA).

Serves as firm IT Specialist for his involvement in IT related controls, data mining and analysis, and auditing software.

RESUMES OF PERSONNEL (Continued)

---

MARIA-LUISA VALDEZ, CPA  
AUDIT MANAGER

---



Education: Bachelor of Science Degree in Accountancy, Minor in Applied Mathematics – Loyola Marymount University, Los Angeles

License: Certified Public Accountant – California 2009

Continuing Education: Total hours were 160 in last four years of which 100 were in governmental accounting and Yellow Book auditing subjects. Ms. Valdez has met the Governmental Auditing Standards requirement for governmental CPE.

Memberships: California Society of Certified Public Accountants  
American Institute of Certified Public Accountants

Experience: Over seven years of experience in governmental audits. Ms. Valdez has established herself as an outstanding asset and resource at LSL. She has demonstrated his talent in the area of municipal accounting and auditing. During her time with the firm, Ms. Valdez has performed all phases of our municipal audits, including CAFR audits, redevelopment agency audits and Single Audits. He has been involved in the following municipal engagements:

City of Whittier

Ms. Valdez served as the audit lead for the City of Whittier. As the audit lead, it has been Ms. Valdez's responsibility to supervise all areas of the financial audit, which includes both the basic financial statements (CAFR) and Single Audit.

City of Monrovia

Ms. Valdez serves as the Audit Manager for the City of Monrovia in the past year. As the Audit Manager, it has been Ms. Valdez's responsibility to oversee the fieldwork for all areas of the Financial Audit and the Single Audit in accordance with A-133. The City of Monrovia receives the GFOA Award for Excellence in Financial Reporting each year. This was Ms. Valdez's second year on the engagement.

## TECHNICAL PROPOSAL

---

### **Maria-Luisa Valdez, CPA, Audit Manager (Continued)**

Ms. Valdez has also served the following engagements:

County of San Bernardino	City of La Habra
County of San Diego	County of Ventura
County of Los Angeles	City of Oceanside
City of Agoura Hills	City of Barstow
City of San Buenaventura	City of Garden Grove
City of Santa Ana	City of Compton
California Prison Authority	First 5 Los Angeles
Ventura County Air Pollution Control District	City of Vernon
California State University System	City of Whittier
Henry Mayo Newhall Memorial Hospital	City of Covina
California State Auditor – Bureau of State Audits	City of Rialto

**RESUMES OF PERSONNEL (Continued)**

---

**RYAN J. DOVER  
AUDIT SENIOR**

---



**Education:** Bachelor of Arts Degree in Business Administration, Concentration in Accounting – California State University, Fullerton, 2011

**License:** Certified Public Accountant – In Process

**Continuing Education:** Total hours were 125 in last three years of which 74 were in governmental accounting and auditing subjects. Mr. Dover has met the Governmental Auditing Standards requirement for governmental CPE.

**Experience:** Mr. Dover has progressed in an outstanding manner. During his time with the firm, Mr. Dover has performed all phases of our government audits, including water districts, other special districts, CAFR audits, successor agency audits and Single Audits. He has been involved in the following municipal engagements:

City of Orange  
City of Solana Beach  
City of Vista  
City of Big Bear Lake  
City of Emeryville  
City of Walnut  
City of Irvine  
City of Menifee  
City of Pomona  
City of Canyon Lake

City of Fullerton  
City of Corona  
City of South Gate  
City Rolling Hills  
City of Seal Beach  
City of Palm Springs  
City of Santa Barbara  
City of Fontana  
City of Glendora  
Orange County Fire Authority

---

## TECHNICAL PROPOSAL

---

### Similar Engagements with Other Government Entities

**City of Brea** – Audit and preparation of a Comprehensive Annual Financial Report (CAFR) which receives the National award. Review and issue a report on the calculation of the City's Appropriations Limit (GANN), as required by Article XIII B Section 1.5 of the California Constitution. Preparation of an annual State Controller's Report, Integrated Law and Justice Agency of Orange County (ILJAO) financial report, and the Brea Public Financing Authority financial report. Perform and prepare the Single Audit in accordance with OMB A-133. Total hours for FY 2014 were 426 hours. Debbie Harper (Engagement Partner)

**Contact person: Mr. Bill Gallardo, Administrative Services Director (714) 671-4418.**

**City of Fullerton** – Audit and preparation of a Comprehensive Annual Financial Report (CAFR) which receives the National award. Review and issue a report on the calculation of the City's Appropriations Limit (GANN), as required by Article XIII B Section 1.5 of the California Constitution. Audit and preparation of the AQMD Fund. Perform and prepare the Single Audit in accordance with OMB A-133. Total hours for FY 2014 were 514 hours. Debbie Harper (Engagement Partner)

**Contact person: Ms. Julia James, Administrative Services Director (714) 738-6522.**

**City of Claremont** – Audit and preparation of a Comprehensive Annual Financial Report (CAFR) which receives the National award. Review and issue a report on the calculation of the City's Appropriations Limit (GANN), as required by Article XIII B Section 1.5 of the California Constitution. Preparation of an annual State Controller's Report, Housing Successor Compliance, TDA, and Title IIIC audit. Perform and prepare the Single Audit in accordance with OMB A-133. Total hours for FY 2014 were 305 hours. Debbie Harper (Engagement Partner)

**Contact person: Mr. Adam Pirrie, Finance Director (909) 399-5328.**

**City of Chino Hills** – Audit and preparation of a Comprehensive Annual Financial Report (CAFR) which receives the National award. Review and issue a report on the calculation of the City's Appropriations Limit (GANN), as required by Article XIII B Section 1.5 of the California Constitution. Audit and preparation of the Single Audit in accordance with OMB A-133. Audit and preparation of the Tres Hermanos and Chino Hills Foundation (non-profit) financial report. Perform an annual investment review and the State Controller's Report. Total hours for FY 2014 were 372 hours. Debbie Harper (Engagement Partner)

**Contact person: Ms. Judy Lancaster, Director of Finance (909) 364-2642.**

**City of Diamond Bar** – Audit of a Comprehensive Annual Financial Report (CAFR), which receives the National award. Review and issue a report on the calculation of the City's Appropriations Limit (GANN), as required by Article XIII B Section 1.5 of the California Constitution. Also, audit and prepare the Single Audit in accordance with OMB A-133. Perform an annual state controller's report. Total hours for FY 2014 were 277 hours. Debbie Harper (Engagement Partner)

**Contact person: Ms. Dianna Honeywell, Finance Director (909) 839-7051.**

A complete client listing is provided in **Appendix A** and LSL welcomes the City of Placentia to contact any of our clients at any time.

---

## TECHNICAL PROPOSAL

---

### Specific Audit Approach

#### Segmentation of the Engagement

The services will be divided into three segments.

#### ***Segment 1 – Planning and Obtaining an Understanding:***

##### *Planning*

LSL will provide an annual audit communication letter, engagement letter, and Government Audit Quality Center Information letter. The audit communication letter is to be provided to the Governing Board. In addition, this can be communicated orally to the Governing Board or sub-committee, if requested. This communication will discuss the planning stages, the responsibilities of the Governing Board, Auditors, and Management, and provide an opportunity for communication with us as the auditors. This can be conducted in a meeting with your Ad Hoc Audit & Finance Committee at their convenience to discuss the upcoming audit procedures and answer any questions or concerns of the new fiscal year that the auditor should be aware of.

LSL's audit team will meet prior to our initial on-site visit to brainstorm and discuss economic conditions, industry elements, and new standards that will affect City of Placentia. A trial balance is requested for our planning meeting which provides current activity analysis of City of Placentia and assists the LSL team in obtaining knowledge and preparing expectations for the audit year. We will compile a list "Prepared by Client" ("PBC") items based on our review of prior year financial statements and information gathered. This will be provided to City of Placentia one month prior to visit or earlier if requested. We operate on a paperless software system and provide a secured cloud based Share File portal for all clients. City of Placentia will have their own file which can be customized by City of Placentia to organize and upload requested schedules, support documents, etc.

##### *Understanding the internal control structure over the financial statements*

To gain an understanding of the internal control structure over the financial statements, we will perform procedures as required by SAS 122-125. This will include review internal controls in the area of cash; revenues and receivables; expenditures and accounts payable, and payroll when applicable.

Based on the result of our review, we will issue a management letter (SAS 115 Letter) that will identify any significant deficiencies and/or material weaknesses noted. This report is required by the *Government Auditing Standards* issued by the Comptroller General of the United States. Auditing Standards require auditor's to obtain an understanding of the Entity and its Environment along with Assessing the Risks of Material Misstatements. LSL obtains an understanding through a variety of ways all throughout the year, but the most pertinent time each year is during our interim on-site visit. We will conduct interviews with management of finance along with each audit section responsible party (ie, cashier, accounts payable clerk, payroll clerk, etc.) to review the processes and controls through observation and discussions. Based on our observations, we will sample as we observe a "walk-through" to verify the system of control is working in accordance with policies and procedures.

We will provide a list each year of randomly selected employees of City of Placentia to interview for fraud interviews (SAS 99), which will consist of all levels of the City across all departments including those charged with governance.

## TECHNICAL PROPOSAL

---

### Specific Audit Approach (Continued)

At the conclusion of our interim on-site visit we will have an exit meeting to discuss potential weaknesses, if any, and provide any feedback for improvements or valuable information we have gathered from our outside clientele that would benefit City of Placentia.

#### ***Segment 2 – Financial Audit Testing:***

Based on the information gathered each year thus far, we will utilize a customized audit program based on the risk assessment developed during our assessment of the City's internal controls and government auditing standards. The primary benefit is that the risk of omitting important procedures is substantially reduced. We believe that this approach will be the most effective and efficient by linking financial statement assertions, audit objectives, and procedures that are basic to most governmental audit engagements and critical to the compliance with other material laws and regulations. We will annually compile another customized Prepared by Client (PBC) list for the year-end on-site visit provide to City of Placentia at least one month prior or earlier if requested.

We will request a trial balance for our analytical review one week prior to our arrival.

#### *Analytical Procedures*

For the audits of the financial statements, we will use analytical procedures as an overall review of the financial information in the preliminary and final stages of the audits. These procedures are designed to assist us in planning our audits and in assessing the propriety of the conclusions reached, and in the evaluation of the overall financial statement presentation. The procedures to be utilized consist of determining expectations for percentage increases and decreases between significant revenue, expenditure and balance sheet accounts, reading the financial statements and related notes, reviewing the budget and related material, and focusing on overall relationships within the financial statements. Once determined, these are reviewed to evaluate if the changes appear reasonable or require further analysis. For all significant differences, explanations are obtained as to why the situation occurred and additional substantive procedures may be applied and related evidence gathered to resolve concerns and questions.

If the City of Placentia is able to provide a check register electronically for July 1<sup>st</sup> forward (period after the audit year) then we can pre-select our sample for accounts payable cut-off test work and provide that information ahead of time. Our PBC list will detail on schedules we would like provided, which is directed straight from the audit report. Support requested and sampling for these schedules will be assessed each year based on the strengths and weaknesses of City of Placentia and the materiality level of the account. We will discuss our analytical variances with City of Placentia and obtain documentation that provides support for the accounts.

#### *Drawing Audit Samples*

For the purpose of tests of controls, we use audit sampling. Tests of controls are procedures directed towards determining the effectiveness of the design or operation of an internal structure policy or procedures. Normally, audit sampling is used for tests of controls and tests of compliances that involve inspection of documents and reports indicating performance of the applicable policy or procedures and compliance with the applicable laws and regulations. These sampling procedures test the operating effectiveness of an internal control structure policy or procedures by determining how the policy or procedure was applied, the consistency with which it was applied during the audit

---

## TECHNICAL PROPOSAL

---

### Specific Audit Approach (Continued)

period, and by whom it was applied. To achieve this goal, we will draw samples in the area of disbursements, receipts and payroll when applicable. Each document selected will be tested for various attributes that are designed to verify compliance with different aspects of internal controls and applicable laws and regulations. Additionally, each sample item will be tested for coding to the proper accounts and posting to the general ledger.

#### *Exit Conference*

We will conduct an exit conference meeting to discuss the results of the audit, verify goals for the draft and final report. Any deficiencies will be discussed throughout the fieldwork and summarized at the exit conference. Any pending items will be discussed at this time with schedule due dates in order for the final report deadlines to be met of December 10<sup>th</sup>.

#### **Segment 3 – Conclusion:**

Based on our year-end exit meeting we will be in contact for the final financial review. The Audit Senior and Audit Manager will review the audit results and prepare the financial report drafts. This process takes about five to seven days. Partner Review has two levels of review. The Engagement Partner will provide an initial review and provide any feedback, which takes approximately two to three days for the initial drafts of all the reports. At this time, a draft of the financial statements, Audit Communication Letter (SAS 114), Report on Internal Control (SAS 115) and the Audit Opinion will be provided to City of Placentia for your review.

The City will have one week to review the drafted reports and provide comments or changes. We will discuss, provide feedback, and make suggested comments to the draft and provide a second draft of the report within five days. This draft will be used by the City to prepare the introductory section, MD&A, and statistical section.

Upon receiving the entire CAFR in whole, which includes the introductory section, transmittal, MD&A, and statistical section, the Manager, then Engagement Partner will review and if no major changes it will be provided to the Concurring Partner for Quality Control. This process can take up to five days. At the conclusion of the review and receipt of the signed Management Representation Letter from City of Placentia we will provide the final Reports no later than December 10<sup>th</sup>.

#### **Estimated time line**

**For Segment 1**, planning and internal control audit field work will be scheduled for one week between the week of May 1, 2015 and the week of June 30, 2015 at the convenience of the City. This can be performed earlier in the proceeding contract years. Internal control testing is flexible but should be performed within the audit fiscal year.

**For Segment 2**, fieldwork scheduled for one to two weeks between October 5, 2015 and the week of October 12, 2015, at the convenience of the City. We will run the audit for Segment 2 with two to three staff performing fieldwork four (4) days per week, Monday through Thursday. Friday will be used to wrap up the audit files and initial work of the draft reports. If additional time is required we will utilize Friday for additional field work.

## TECHNICAL PROPOSAL

### Specific Audit Approach (Continued)

**For Segment 3**, the review of the audit files and completion of draft reports will be performed the week following the end of fieldwork. Partners' review of the draft reports will be performed prior to the City receiving the first draft. By November 9<sup>th</sup>, all draft reports will be emailed to the City for review. Responses and Comments from the City will be requested by the end of the day of November 13<sup>th</sup>. A second draft will be provided to the City by November 17<sup>th</sup>. This draft can be utilized for the City to prepare the introductory section, MD&A, and statistical section. We would request these items by November 20<sup>th</sup> and a final draft will be provided to the City by November 23<sup>rd</sup>. At this time the final draft will be reviewed by the Manager and provided to the Engagement Partner for a final review. If no major changes and the City approved the final draft it will be provided to the Concurring Partner for Quality Control by November 24<sup>th</sup>. Upon Quality Control approval bound copies will be made by November 25<sup>th</sup>. These dates are just estimates and can be discussed each year at the exit meeting.

Proposed Segment	Partner	Manager	Senior	Staff	Clerical	Total
<b>Segment 1:</b>						
<i>City CAFR</i>	6	4	10	1	1	22
<i>Single Audit*</i>	1	1	4	0	0	6
<i>GANN Limit</i>	0	0	0	0	0	0
<b>Segment 2:</b>						
<i>City CAFR</i>	8	20	40	24	0	92
<i>Single Audit*</i>	0	0	0	1	0	1
<i>GANN Limit</i>	0.5	0.5	0.5	2	0.5	4
<b>Segment 3:</b>						
<i>City CAFR</i>	20	20	80	80	11	211
<i>Single Audit*</i>	2	4	20	0	1	27
<i>GANN Limit</i>	0	0	0	0	0	0
<b>Total Segments</b>						
<i>City CAFR</i>	34	44	130	105	12	325
<i>Single Audit*</i>	3	5	24	1	1	34
<i>GANN Limit</i>	0.5	0.5	0.5	2	0.5	4
<b>Total hours</b>	<b>37.5</b>	<b>49.5</b>	<b>154.5</b>	<b>108</b>	<b>13.5</b>	<b>363</b>

### Identification of Anticipated Potential Audit Problems

#### ***GASB 68 and GASB 71***

The current accounting issues that will directly impact the City's financial statement presentation, scope and disclosures will be GASB 68 and GASB 71. These pronouncements will be effective in fiscal year 2015. These statements are requiring additional work for both the City and the auditor. The City will be expected to show adequate monitoring procedures are in place to reconcile and verify that the payroll information provided to their pension plan administrators (CalPERS for the City of Placentia) are accurate. As a firm we will be providing webcast, email notifications, and discussion on how these should be monitored in early March. As auditors, we will be required to perform additional testing on the census data provided by the pension plans, which supports the valuations provided by pension plan administrators for the Pension Liability, Net Position, and Net Pension Liability, which ultimately gets reported on the Statement of Net Position financial statements as a long-term debt.

---

## TECHNICAL PROPOSAL

---

### Identification of Anticipated Potential Audit Problems (continued)

In addition the pension expenses will no longer be the result of current year contributions payments as in the past. The current pension expenses will be the true result of the current year changes in the Net Pension Liability, which accounts for the items such as; current accrued benefits for the year, interest costs, administrative expenses, changes in estimates and actuals on investment returns, and changes in assumptions or benefits. A wide-variety of pension activity changes will need to be accounted for as deferred inflows and outflows of resources, tracked, and amortized over a period of time set by GASB 68.

As a firm we have been in many courses preparing for these changes. Deborah A. Harper is on the sub-committee of the Government Auditing and Accounting Committee of the State of California and personally writing with five other committee members the white paper for this GASB 68, which will be issued in early March for all of California.

#### *Single Audit Compliance changes*

There are various changes to the single audit guidelines that will impact your single audit in fiscal year 2015 and in 2016. The threshold will be raised to \$750,000 for fiscal year 2016. But audit requirements will be effected during the period covered by the 2015 Supplement; the City of Placentia could have federal awards expended that are subject to requirements from different sources. For example, federal awards made before December 26, 2014, are subject to the "old" OMB cost principles and administrative requirements. However, new federal awards and incremental funding actions on previously made federal awards are subject to the cost principles and administrative requirements contained in the Uniform Guidance for Federal Awards. These situations have been addressed by adding a new section will be included in Part 3 of the 2015 Supplement. The new Part 3.2 will apply to compliance testing of new federal awards and incremental funding made on or after December 26, 2014. Part 3.1, which is the previous Part 3 from the 2014 Supplement updated for normal annual changes, will apply to federal awards subject to the "old" rules.

Deborah A. Harper is also on the AICPA Government Audit Quality Center Executive Committee which is a national committee. This committee is currently reviewing the new single audit section which will be released in March. LSL will be providing their clients with a webcast, email, and face to face discussions to educate their clients on these changes.

LSL also provides an annual GASB and Accounting update to all local governments in California, which will address these changes.

### Response to City Standard Two-Party Agreement

We do not note any objections to the City's standard two-party agreement.

## LSL LISTING OF GOVERNMENTAL AUDIT CLIENTS

	Client	Contact Person	Service Code	Years	Telephone
*	Aliso Viejo	Ms. Gina M Tharani, Director of Financial Services/City Treasurer	F	3	949-425-2520
	American Water Work Association	Ms. S. Ramakrishnan, Asst. Exec. Director	F	2	909-291-2114
*	Azusa	Mr. S. Paragas, Finance Director	F, S	17	626-812-5291
	Banning	Ms. M. Green, Accounting Manager	F, S	15	951-922-3118
	Bell Gardens	Mr. W. Kaholokula, Finance Director	F, S	9	562-806-7708
	Big Bear Lake	Ms. K. Ent, Director of Admin. Services	F, S	16	909-866-5831
	Burbank	Ms. Cindy L Giraldo	I	2	818-238-5487
	Canyon Lake	Mr. T. Shea, Finance Director	F	18	909-244-2955
*	Cathedral City	Mr. K Biersack, Fiscal Officer	F, S	4	760-770-0378
*	Chino Hills	Ms. J. Lancaster, Finance Director	F, S	16	909-364-2600
	Chula Vista	Ms. M. Kachadoorian, Finance Director	F, S	New	619-409-5815
*	Claremont	Mr. A. Pirrie, Acting Finance Director	F, S	9	909-399-5460
*	Coachella Valley Water District	Ms. Kay Godbey, Finance Director	F, S	1	760-398-2661
*	Corona	Ms. Kerry Eden, Finance Director	F, S	3	951-736-2315
	Coronado	Ms. L. Suelter, Finance Director	F, S	7	619-522-7300
*	Cucamonga Valley Water District	Mr. Chad Brantley, Finance Officer	F, S	2	909-483-7453
	Diamond Bar	Ms. Dianna Honeywell, Finance Director	F, S	3	909-839-7051
	Duarte	Ms. K. Petersen, Finance Director	F	7	626-357-7931
*	Escondido	Ms. J. Ryan, Acting Finance Director	F, S	4	760-839-4338
*	Emeryville	Ms. D. Auker, Finance Director	F, S	10	510-596-4352
*	Fullerton	Ms. J. James, Director of Admin. Services	F, S	2	714-738-6522
*	Fontana	Ms. L. Strong, Director of Admin. Services	F, S	20	909-350-6778
*	Foothill Transit Authority	Mr. G. Victorio, Acting Finance Director	F, S	9	626-967-2274
*	Glendora	Ms. E. Stoddard, Accounting Manager	F, S	10	626-914-8238
	Greater Los Angeles Vector Control	Mr. K Bayless, District Manager	F	4	562-758-6501
	Hidden Hills	Ms. C. Paglia, City Clerk	F	28	818-888-9281
*	Indian Wells	Mr. K. McCarthy, Finance Director	F, S	2	760-346-2489
*	Irvine	Ms. D. Mullally, Manager of Fiscal Services	F, S	3	949-724-6037
	Irwindale	Ms. E. Carreon, Finance Director	F	18	626-430-2221
*	La Mirada	Ms. M. Pasqual, Finance Manager	F, S	10	562-943-0131
*	La Quinta	Ms. R. Byrd, Finance Director	F, S	7	760-777-7150
*	Laguna Niguel	Mr. S. Erlandson, Finance Director	F, S	3	949-362-4358
*	Malibu	Ms. R. Feldman, Finance Director	F	10	310-456-2489
*	Manhattan Beach	Mr. B. Moe, Finance Director	F	11	310-802-5553
*	Monrovia	Mr. M. Alvarado, Director of Admin. Services	F, S	13	626-932-5510
*	Moreno Valley	Mr. R. Teichert, Finance & Admin Svcs Dir.	F, S	2	951-413-3021
*	Ontario	Mr. G. Yee, Director of Admin. Services	F, S	15	909-395-2000
*	Orange	Mr. R. Jacobs, Finance Director	F, S	3	714-744-2235
*	Orange County Water District	Mr. R. Fick, Chief Financial Officer	F, S	2	714-378-3271
*	Palm Springs	Mr. G. Kiehl, Finance Director	F, S	4	760-323-8229
*	Palos Verdes Estates	Ms. L. Yamamoto, Acting Finance Director	F	3	310-378-0383
	Pomona	Ms. P. Chamberlain, Finance Director	F, S	2	909-620-2355
*	Rancho Cucamonga	Ms. T. Layne, Finance Officer	F, S	36	909-989-1851
*	Redlands	Ms. T. Kundig, Finance Director	F, S	3	909-798-7543
	Rolling Hills	Mr. J. Walker, Finance Director	F	5	310-377-1521
	San Carlos	Ms. R. Mendenhall, Acting Admin Svcs Dir	F, S	3	650-802-4221
*	Santa Cruz	Mr. M. Pimentel, Director of Finance	F, S	2	831-420-5050
	San Dimas	Ms. B. Bishop, Finance Director	F, S	53	909-394-6200
	San Marino	Ms. L. Bailey, Finance Director	F	21	626-300-0700
*	Seal Beach	Ms. V. Beatley, Finance Director	F, S	3	562-431-2527
*	Simi Valley	Mr. J. Purtee, Asst City Manager	F, S	6	805-583-6747
*	South Pasadena	Mr. D. Batt, Acting Finance Director	F	11	626-403-7250
*	Three Valleys Water District	Mr. R. Hansen, General Manager	F	6	909-626-4631
*	Vista	Mr. D. Nielsen, Finance Manager	F	5	760-639-6170 x1023
*	Walnut	Ms. Marie Santos, Finance Manager	F	42	909-595-7543
*	Wildomar	Mr. G. Nordquist, Finance Director	F	5	951-677-7751

## Service Codes:

F - Financial Audit

S - Single Audit of Federal Grants in accordance with OMB Circular A-133

I - Internal Audit Services

\* - Participates in Award Programs and has received or anticipates receiving outstanding award

**R.H. JOHNSTON ACCOUNTANCY INC.**

A Professional Corporation  
21300 Victory Boulevard, Suite 750  
Woodland Hills, California 91367  
(818) 346-9800  
Fax (818) 346-0609

Appendix B

System Review Report

November 13, 2013

To the Partners of Lance, Soll & Lunghard, LLP  
and the Peer Review Committee of the California Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Lance, Soll & Lunghard, LLP (the firm) in effect for the year ended May 31, 2013. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary).

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*, and an audit of employee benefit plan.

In our opinion, the system of quality control for the accounting and auditing practice of Lance, Soll & Lunghard, LLP in effect for the year ended May 31, 2013, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Lance, Soll & Lunghard, LLP has received a peer review rating of *pass*.

*R.H. Johnston Accountancy Inc.*



**COST PROPOSAL FOR  
PROFESSIONAL AUDITING SERVICES**

Prepared by:  
**Lance, Soll & Lunghard, LLP**  
 Certified Public Accountants  
 203 N. Brea Blvd., Suite 203  
 Brea, CA 92821  
 (714) 672-0022



**Contact Person:**

Deborah A. Harper, CPA, Partner  
 deborah.harper@lslcpas.com

January 20, 2015

For purposes of this proposal, Deborah A. Harper, Partner is authorized to make representations for our firm, empowered to submit the bid, and authorized to sign a contract with the City of Placentia. This proposal is valid for 90 days from the date of the proposal. I can be reached at the address below, by phone at (714) 672-0022 or by email at [Deborah.Harper@lslcpas.com](mailto:Deborah.Harper@lslcpas.com).

Deborah A. Harper, Partner  
 LANCE, SOLL & LUNGHARD, LLP

TOTAL ALL-INCLUSIVE MAXIMUM PRICE			
June 30, 2015	June 30, 2016	June 30, 2017	Total
\$ 56,273	\$ 57,961	\$ 59,700	\$ 173,934



**SCHEDULE OF PROFESSIONAL FEES AND EXPENSES**

**FOR THE AUDIT OF THE JUNE 30, 2015, 2016 AND 2017 FINANCIAL STATEMENTS**

	Hours**	Hourly Rates	Total** 2014 - 2015*	Total** 2015 - 2016*	Total** 2016 - 2017*
Partners	37.50	\$ 280.00	\$ 10,500.00	\$ 10,815.00	\$ 11,139.00
Managers	49.50	185.00	9,158.00	9,433.00	9,716.00
Supervisory staff	155.00	140.00	21,700.00	22,351.00	23,022.00
Staff	107.00	125.00	13,375.00	13,776.00	14,189.00
Clerical	14.00	110.00	1,540.00	1,586.00	1,634.00
Subtotal	363.00		<u>\$ 56,273.00</u>	<u>\$ 57,961.00</u>	<u>\$ 59,700.00</u>
Total for services described in section II B&D of the RFP			\$ 56,273.00	\$ 57,961.00	\$ 59,700.00
Out-of-pocket expenses:			-	-	-
Meals and lodging			-	-	-
Transportation			-	-	-
Total all-inclusive maximum price			<u>\$ 56,273.00</u>	<u>\$ 57,961.00</u>	<u>\$ 59,700.00</u>

\*Rounded to the nearest dollar

\*\* \$1,500 per additional major program for single audit over 2 major programs, approximately 15 additional hours per major program



**SCHEDULE OF PROFESSIONAL FEES AND EXPENSES**

**SUPPORTING SCHEDULE FOR THE AUDIT REPORT**

	Hours**	Hourly Rates	Total** 2015	Total** 2016	Total** 2017
Partners	34.00	\$ 280.00	\$ 9,520.00	\$ 9,806.00	\$ 10,100.00
Managers	44.00	185.00	8,140.00	8,384.00	8,636.00
Supervisory staff	100.00	140.00	14,000.00	14,420.00	14,853.00
Staff	77.00	125.00	9,625.00	9,914.00	10,211.00
Clerical	2.00	110.00	220.00	227.00	234.00
<b>Total price for the Audit Report:</b>	<u>257.00</u>		<u>\$ 41,505.00</u>	<u>\$ 42,751.00</u>	<u>\$ 44,034.00</u>

\*\* excludes GANN Limit AUP



**SCHEDULE OF PROFESSIONAL FEES AND EXPENSES**

**SUPPORTING SCHEDULE FOR THE SINGLE AUDIT REPORT**

	Hours**	Hourly Rates	Total** 2015	Total** 2016	Total** 2017
Partners	3.00	\$ 280.00	\$ 840.00	\$ 865.00	\$ 891.00
Managers	5.00	185.00	925.00	953.00	982.00
Supervisory staff	24.00	140.00	3,360.00	3,461.00	3,565.00
Staff	1.00	125.00	125.00	129.00	133.00
Clerical	1.00	110.00	110.00	113.00	116.00
Total price for the Single Audit Report:	<u>34.00</u>		<u>\$ 5,360.00</u>	<u>\$ 5,521.00</u>	<u>\$ 5,687.00</u>

\*\* \$1,500 per additional major program for single audit over 2 major programs, approximately 15 additional hours per major program



**SCHEDULE OF PROFESSIONAL FEES AND EXPENSES**

**SUPPORTING SCHEDULE FOR THE CAFR PREPARATION AND EDITING**

	Hours	Hourly Rates	Total 2015	Total 2016	Total 2017
Partners	0.00	\$ 280.00	\$ -	\$ -	\$ -
Managers	0.00	185.00	-	-	-
Supervisory staff	30.00	140.00	4,200.00	4,326.00	4,456.00
Staff	28.00	125.00	3,500.00	3,605.00	3,713.00
Clerical	10.00	110.00	1,100.00	1,133.00	1,167.00
Total price for the CAFR Preparation:	<u>68.00</u>		<u>\$ 8,800.00</u>	<u>\$ 9,064.00</u>	<u>\$ 9,336.00</u>

# Packing House Development

City Council Meeting

April 7, 2015



**4.b.**  
**April 7, 2015**

# Outline

- History
- Proposal
- Conceptual Plan
- Parking
- Revenue
- Next Steps



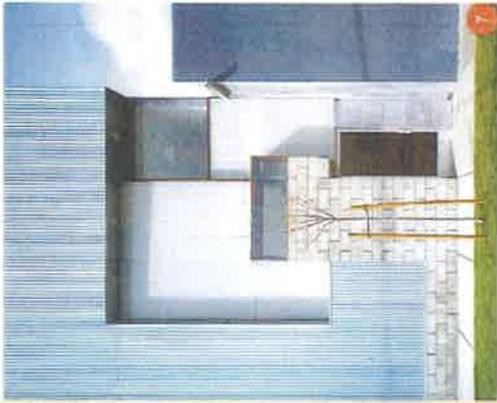
# History

- RFP for Affordable Housing: 2011
- Not viable for affordable housing due to public subsidy
- Sonnenblick: 2013
- Inquiries from Other Dev. Interest
- Newport Equities: Jan. 2014
- ENA: May 2014
- ENA Expires April 15, 2015

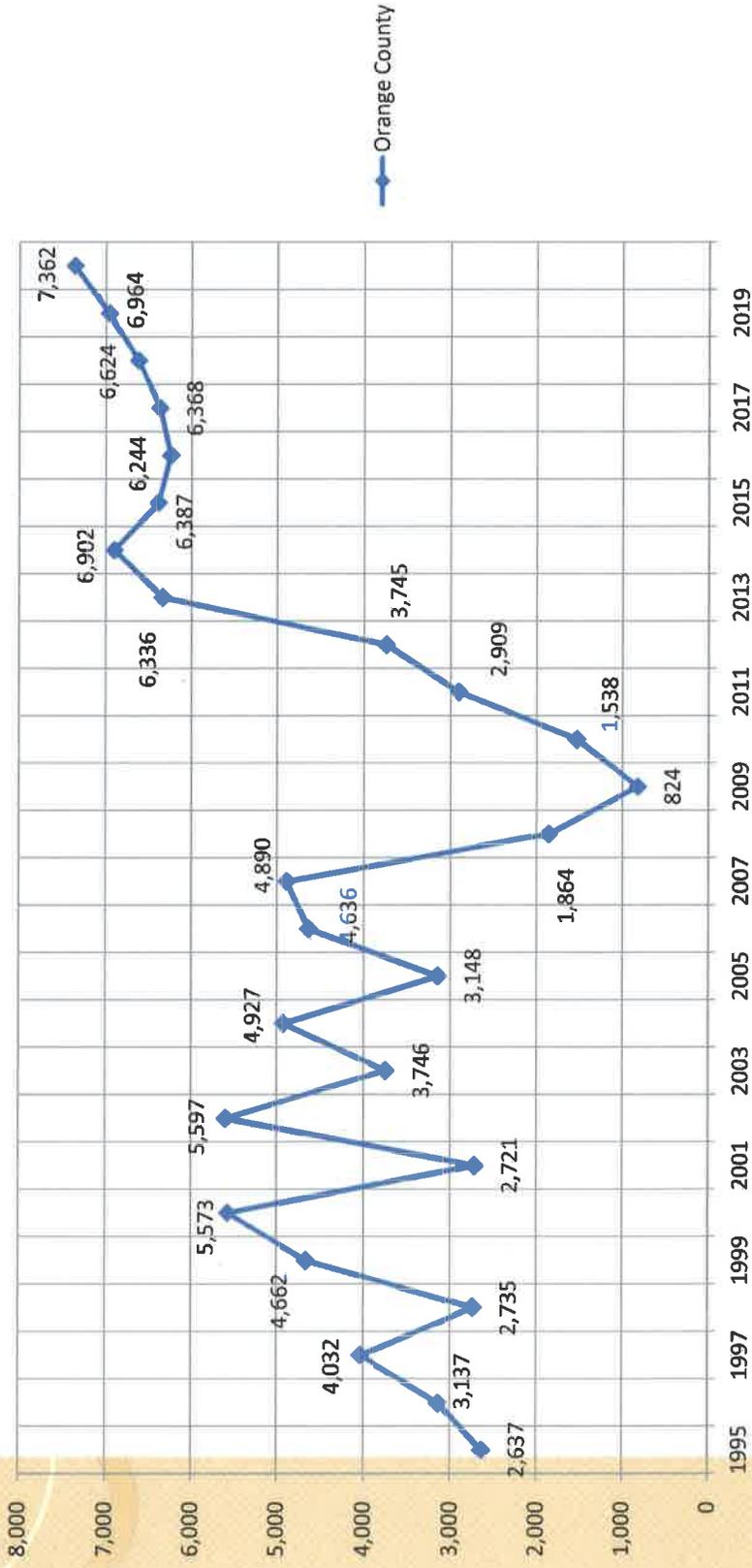




# Newport Equities – Conceptual Design



# MULTI-FAMILY PERMITS



# Timing

- Surface Parking/OCTA
- Replacement
- Parking Structure Funding
- Market Conditions
  
- Entitlements: Nov. 2015
- Construction Docs: Nov. 2016
- Construction Completion: May 2018
- Lease Up: March 2019



# Impact Fee Revenue

Agency	Impact Fee Type	Total
City	Park In Lieu	\$710,626
City	Storm Drain	\$15,595
City	Sewer	\$4,494
City	Thoroughfare	\$13,502
City	Traffic	\$25,169
City	Public Safety	\$661,411
	<b>City Total</b>	<b>\$1,430,797</b>
Placentia-Yorba Linda Unified School District	Standard Formula	\$572,796
Library District	Standard Formula	\$190,932
OC Sanitation District	Standard Formula	\$400,465
	<b>Other Agency Total</b>	<b>\$1,164,193</b>
	<b>GRAND TOTAL</b>	<b>\$2,594,990</b>



# Economic Development

- Property Tax
  - \$550,000 (all agencies)
  - \$71,500 (City)
- Sales Tax
  - TBD – Economic Impact Analysis
- Jobs
  - Construction TBD – Economic Impact Analysis
  - Permanent TBD – Economic Impact Analysis



# Questions?



**AGREEMENT FOR PURCHASE AND SALE AND ESCROW INSTRUCTIONS**

by and between

**THE CITY OF PLACENTIA,**  
a Charter City and municipal corporation

"SELLER"

and

**NEWPORT EQUITIES, LLC,**  
a California limited liability company

"BUYER"

TABLE OF CONTENTS

	<u>Page</u>
1. SALE AND PURCHASE PRICE.....	3
2. TITLE .....	4
3. DUE DILIGENCE INSPECTION AND INVESTIGATION .....	5
4. ESCROW.....	7
5. REPRESENTATIONS .....	13
6. DISCOVERY OF HAZARDOUS MATERIALS .....	16
7. EMINENT DOMAIN OR TAKING .....	16
8. INCORPORATION OF EXHIBITS .....	17
9. ATTORNEYS' FEES.....	17
10. NOTICES.....	17
11. ASSIGNMENT.....	18
12. BINDING EFFECT .....	19
13. ENTIRE AGREEMENT.....	19
14. BUYER DEFAULT.....	19
15. LIQUIDATED DAMAGES .....	20
16. BUYER'S REMEDIES .....	20
17. HEADINGS .....	20
18. COUNTERPARTS .....	21
19. FORCE MAJEURE .....	21
20. SURVIVAL .....	21
21. THIRD PARTIES .....	21
22. SEVERABILITY .....	21
23. TIME PERIODS .....	21
24. ADDITIONAL DOCUMENTS.....	22

**AGREEMENT FOR PURCHASE AND SALE AND ESCROW INSTRUCTIONS**

Escrow Holder: Fidelity National Title Insurance Company ("Escrow Holder")  
Address: 1300 Dove Street, Suite 310, Newport Beach, CA 92660  
Attention: Ms. Valeria Rapp  
Telephone: (949) 477-3646  
Facsimile: (949) 477-3600  
Escrow No.: \_\_\_\_\_ ("Escrow")

THIS AGREEMENT FOR PURCHASE AND SALE AND ESCROW INSTRUCTIONS ("Agreement") dated as of \_\_\_\_\_, 2015, is entered into by and between the CITY OF PLACENTIA, a Charter City and municipal corporation (the "Seller" or "City"), and NEWPORT EQUITIES, LLC, a California limited liability company, or its designee ("Buyer"). Buyer and Seller are individually referred to as a "Party" and collectively referred to as the "Parties." For purposes of this Agreement, the "Effective Date" of this Agreement shall mean the date set forth in the first sentence above. This Agreement is entered into upon the following terms and conditions:

**RECITALS:**

A. Seller is the owner of the Property (as defined below), and desires to sell the Property to Buyer.

B. The City Council of the City also desires to assist and encourage private enterprise to participate in the renewal and development of properties within the community, especially the historic downtown Santa Fe District, and to promote economic development. The sale and development of the Property would assist in the establishment of transit-oriented development to compliment the nearby construction and operation of a contemplated Metrolink Station in the historic downtown Santa Fe District.

C. In cooperation with the Orange County Transportation Authority (the "OCTA"), the City intends to design and construct a Metrolink commuter rail station in historic downtown Placentia on real property located near the Property, including station platforms, pedestrian overpass, widening of the existing Melrose Street bridge structure to accommodate new platforms, an additional rail line, street improvements, and other appurtenant improvements, including causing the construction of dwelling units, parking structure(s) and related commercial facilities (collectively, the "Metrolink Station"). The improvements to be constructed as part of the Metrolink Station will be located within the historic downtown Santa Fe District. Buyer's proposed residential development at the Property would compliment and support the development and operation of other existing and proposed uses at and around the Metrolink Station.

D. The City has also entered into a Cooperative Agreement with the Orange County Transportation Authority for the design and construction of Phase I of the Metrolink Station, which is currently anticipated to be completed by 2017.

E. Pursuant to the City's authority as a Charter City and as further authorized by California Government Code §§ 52200, 52200.2, and 52200.4, the City is authorized to convey the Property to Buyer for the purpose of encouraging economic development and "economic opportunity" (as defined in California Government Code § 52200.2). The City shall be responsible for compliance with any applicable procedural requirements, including noticing, public hearing and/or reporting obligations imposed on the City by applicable laws.

F. In connection with the sale of the Property by City to Buyer, City and Buyer desire to proceed with negotiations in an effort to jointly agree to the establishment of a development agreement pursuant to the provisions of California Government Code §§ 65864 et seq (the "Development Agreement").

G. Prior to the Effective Date, City has initiated the process to create a T.O.D. Land Use Overlay ("T.O.D. Overlay") which includes the Property. The T.O.D. Overlay, if and when adopted, will allow high-density residential development up to 5 stories and up to 100 dwelling units per acre.

H. The City and Buyer have determined that the Purchase Price (as defined below) to be paid for the Property (as defined below) is a fair market price for the Property. A third party MAI appraisal indicates that the fair market value for the Property is below the Purchase Price. Seller and Buyer also acknowledge that the Purchase Price for the Property assumes that there will be no requirement to either provide any inclusionary on site or off site affordable housing units with respect to Buyer's development of the Property or to pay any affordable housing in lieu fees for Buyer's development of the Property.

I. With respect to the inclusionary housing/in lieu fee matter referred to in Recital H above, the City and Buyer acknowledge and agree as follows: (i) Buyer's development of the Property is a residential rental project; (ii) under *Palmer/Sixth Street Properties, L.P. v. City of Los Angeles* (2009) 175 Cal.App.4<sup>th</sup> 1396, the City has no authority to impose an inclusionary housing obligation or in lieu affordable housing fee obligation on Buyer's development; and (iii) accordingly, the City's acknowledgement that no inclusionary housing obligation or in lieu affordable housing fee will be imposed on Buyer's development does not constitute "fees, costs, . . . or other obligations that would normally be required in the execution of the contract, that are paid, reduced, charged at less than fair market value, waived, or forgiven by the [City]" within the meaning of California Labor Code Section 1720(c)(4).

NOW, THEREFORE, Buyer and Seller agree as follows:

1. SALE AND PURCHASE PRICE.

1.1 Sale and Purchase. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller fee simple title to that certain real property located at the northeast corner of South Melrose Street and West Crowther Avenue, in the City of Placentia, State of California, containing approximately +/- 2.0 acres and having Assessor Parcel Nos. 339-402-05, 339-402-08 and 339-402-10 and which is more particularly described on Exhibit "A" attached hereto (the "Land"), together with any and all improvements located on the Land, and any easements, rights-of-way, privileges, permits, licenses, entitlements, mineral rights, water rights, air rights,

development rights and privileges, approvals, prepaid fees, deposits and credits, warranties, guarantees, bonds, and other rights, privileges and intangibles appurtenant to the Land, and together with any and all plans, specifications, studies, reports, tests and similar documentation (collectively, the "Property"), for the purchase price and upon all of the terms and conditions set forth herein.

1.2 Purchase Price. The purchase price ("Purchase Price") for the Property shall be Six Million Seventy-Five Thousand and No/100 Dollars (\$6,075,000.00). Based on a MAI appraisal, the parties concur that the Purchase Price is at least equal to the fair market value of the Property. The Purchase Price shall be payable as follows:

1.2.1 Application of Deposit. The Parties shall apply to the Purchase Price the Deposit described in Section 1.3.1 below, including any accrued interest thereon.

1.2.2 Cash at Closing. On or before the Closing Date as defined in Section 4.4.1 below, Buyer shall deposit into Escrow in readily available funds the balance of the Purchase Price.

### 1.3 Deposit.

1.3.1 Deposit. Within two (2) business days following the Opening of Escrow (as defined below), Buyer shall deposit into Escrow the sum of Three Hundred Three Thousand Seven Hundred Fifty Dollars (\$303,750.00) (which, together with all interest accrued thereon shall be hereinafter referred to as the "Deposit"). The Deposit shall be held by Escrow Holder in a federally insured interest bearing account, with the interest thereon being for the benefit of Buyer. If Buyer provides the Buyer's Feasibility Approval as defined and provided in Section 3.2.1 below, then from and after the Feasibility Approval Period (as defined below), the Deposit shall become nonrefundable to Buyer, except as expressly provided in this Agreement. The Deposit shall be applied to the Purchase Price at the Closing. Notwithstanding anything herein to the contrary, that portion of the Deposit held by either Seller or Escrow Holder, and any interest accrued thereon, shall be returned to Buyer if Buyer fails to provide Buyer's Feasibility Approval or if escrow fails to close because of the Seller's default, a failure of any condition to the Close of Escrow set forth in Section 4.7 below, or a termination under Section 6.5 or Section 7 below or as otherwise expressly provided herein.

1.3.2 Consideration for Agreement. Within five (5) business days following the execution hereof, Buyer shall pay to Seller Five Hundred Dollars (\$500.00) as separate and adequate consideration for Seller entering into this Agreement, which amount shall be nonrefundable to Buyer in all events. By execution of this Agreement, Seller hereby acknowledges the sufficiency of such separate consideration.

Prior to the execution of this Agreement, Buyer and Seller entered into that certain Exclusive Negotiation Agreement dated May 29, 2014, as amended (the "ENA") with respect to the Property. Pursuant to the ENA, Buyer has delivered to, and deposited with, Seller certain funds. Buyer and Seller expressly acknowledge, agree and concur that the disposition of all funds delivered to and deposited with Seller by Buyer pursuant to the ENA shall be solely governed by the terms of the ENA and not this Agreement.

## 2. TITLE.

2.1 General. Title to the Property shall be conveyed by the Grant Deed (as defined below) and Seller shall cause such title to be evidenced by an ALTA Extended Coverage Form Owner's Policy ("Title Policy"), issued by Fidelity National Title Insurance Company ("Title Company"), with liability in the full amount of the Purchase Price, insuring title to the Property as vested in Buyer, free and clear of all liens and encumbrances and other matters affecting title to the Property, except nondelinquent real property taxes and such other matters affecting title to or use of the Property which have been approved by Buyer as provided in Sections 2.2, 2.3 and 2.4 below (collectively, the "Permitted Exceptions").

2.2 Procedure for Approval of Title. Buyer shall obtain a title report or title commitment for the Property from the Title Company, together with copies of all documents and a plot of all easements referred to therein ("Title Commitment"). The Title Commitment, all documents referred to therein, and all other matters affecting title to or use of the Property shall be subject to Buyer's approval or disapproval, within the Feasibility Approval Period (as defined in Section 3.2.1 below). If Buyer shall fail to approve said matters by written notice given to Seller within the Feasibility Approval Period, then the condition of title to the Property shall be deemed disapproved and (i) that portion of the Deposit held by either Seller or Escrow Holder, including accrued interest thereon, shall immediately be remitted to Buyer, and (ii) this Agreement and the Escrow opened hereunder shall be terminated and the Parties shall be relieved of any further obligations to each other with respect to this Agreement and the Property. If Buyer shall approve certain matters but disapprove any particular matter(s) affecting title to the Property as set forth in a written notice from Buyer to Seller ("Buyer's Title Objection Notice"), Seller may, at Seller's discretion, promptly eliminate such disapproved matter(s) or agree to eliminate such disapproved matter(s) prior to Close of Escrow. If Seller fails to give to Buyer written notice of Seller's agreement to eliminate such disapproved matter(s) ("Seller's Title Response") within five (5) days after Buyer delivers its Buyer's Title Objection Notice, Seller shall be deemed to have elected not to eliminate the disapproved matter. Buyer shall have the right, within five (5) days after Seller elects or is deemed to have elected not to remove the disapproved matter(s), to waive its prior disapproval, in which event, such previously disapproved matter(s) shall be deemed approved. Such waiver by Buyer must be in the form of a written notice given by Buyer to Seller within said five (5) days. If Buyer shall fail to waive its prior disapproval in writing, then such disapproval shall remain in effect and this Agreement shall thereupon be terminated and that portion of the Deposit held by either Seller or Escrow Holder and any interest accrued thereon shall be immediately remitted to Buyer, and the Parties shall be relieved of any further obligations to each other with respect to this Agreement or the Property. Notwithstanding the foregoing, Buyer need not disapprove any deed of trust, lien, monetary encumbrance, non-recurring assessment, bond or other item representing monies owed, which items Seller shall eliminate at or prior to Close of Escrow (other than the lien for nondelinquent real property taxes encumbering the Property which are not yet due and payable). If Seller fails to remove any items required by this Agreement to be removed from title to the Property or any other items Seller has agreed to remove from title prior to the Close of Escrow, Buyer shall have the right to proceed with the Close of Escrow and to apply the Purchase Price to removal of any such items from title to the Property or to terminate this Agreement in which event the provisions of Section 4.7.3(b) shall apply.

2.3 Acts After Date of Agreement. During the period from the date of this Agreement through the Close of Escrow, Seller shall not enter into, record or file for record, or allow to be entered into, recorded or filed for record, any agreement, lease, license, document or instrument which will affect the title to or Buyer's contemplated use of the Property and Seller shall cause any such new matters to be promptly removed from title to the Property.

2.4 ALTA Coverage. Within three (3) days after the Effective Date of this Agreement, Seller shall provide to Buyer a copy of any ALTA survey or other survey relating to the Property which is in Seller's possession or otherwise available to Seller. If Seller does not have an ALTA survey of the Property in its possession or if Seller so provides an ALTA survey for the Property which is not adequate to obtain ALTA extended coverage title insurance on the Property, Buyer may, at its election in its sole discretion, order a current ALTA survey of the Property (the "ALTA Survey"). In the event Buyer so orders an ALTA Survey, Buyer shall pay all costs of such survey. Buyer's review and approval period with respect to the ALTA Survey and the procedure and time periods for handling any objections thereto shall be the same as set forth above in Section 2.2 with respect to the Title Commitment.

### 3. DUE DILIGENCE INSPECTION AND INVESTIGATION.

3.1 Delivery of Seller's Materials. Within three (3) days after execution of this Agreement, Seller, without charge to Buyer, shall deliver to Buyer copies of all studies (including all Phase I and Phase II investigations), reports, surveys, tests, leases, plans, correspondence with governmental authorities, property files or records, tax bills, and other materials concerning the Property that are in the Seller's possession or control or otherwise reasonably available to Seller (collectively, the "Materials"). Upon execution hereof, Buyer shall commence and thereafter continue at its own cost and expense, such investigations, reviews, tests and studies at or on the Property as Buyer may deem necessary for the purpose of enabling Buyer to determine, in its sole and absolute discretion, the suitability and feasibility of the Property for Buyer's contemplated use thereof. All of said investigations and reviews by Buyer and the results thereof are hereinafter collectively referred to as the "Buyer's Review."

#### 3.2 Due Diligence Investigation Period.

3.2.1 Feasibility Approval. The due diligence review of the Materials and the Property, and all of Buyer's Review, shall be subject to Buyer's approval or disapproval, in its sole and absolute discretion, on the date which is sixty (60) days after the later of (a) the execution of this Agreement and (b) the Placentia City Council approval of the T.O.D. Overlay (said period, including any extensions thereof, is herein referred to as the "Feasibility Approval Period"). Approval of the due diligence investigation of the Materials and the Property, and all of Buyer's Review, shall be given by Buyer giving written notice of such approval ("Buyer's Feasibility Approval") to Seller and delivering Escrow Holder on or before the expiration of the Feasibility Approval Period. In the event the Buyer's Feasibility Approval is not given by Buyer on or before the expiration of the Feasibility Approval Period, then Buyer shall be deemed to have disapproved Buyer's Review and its due diligence review of the Property and the Materials, and (i) that portion of the Deposit held by either Seller or Escrow Holder, including any interest accrued thereon, shall immediately be returned to Buyer, and (ii) this Agreement and the Escrow

opened hereunder shall be terminated and the Parties shall be relieved of any further obligations to each other with respect to this Agreement and the Property.

3.3 Access. During the period this Agreement is in effect, Seller hereby grants to Buyer, its employees, agents and contractors, the right to enter onto the Property, during reasonable business hours and upon not less than one days' notice, in order to conduct such engineering, soils, geological, surveying, environmental investigation and assessment, and other tests as Buyer deems appropriate. With respect to Buyer's entry as provided for herein, Buyer shall: (i) provide evidence of the existence of general liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) naming Seller as an additional insured prior to any such entry; and (ii) indemnify and hold Seller and the Property harmless from any claims, demands, damages, costs, liabilities or expenses, including any mechanics' or materialmen's liens, arising from the activities on the Property conducted by Buyer pursuant to this Section; provided, however, that the foregoing indemnity shall not apply to, and the Buyer shall not indemnify the Seller or the Property from any such claims, demands, damages, costs, liabilities or expenses which (i) are caused by the act or omission of the Seller, or its agents, representatives or employees, or (ii) arise from or relate to the discovery, existence or release of any physical condition existing on the Property prior to the Buyer's entry thereon, including, without limitation, the discovery of any Hazardous Materials on the Property, or the results of any tests, investigations or reports performed or obtained by Buyer.

3.4 Cooperation. Seller covenants and agrees that, from and after execution of this Agreement and continuing until the termination or Closing hereof, Seller shall promptly and expeditiously process for approval any applications for permits, licenses, approvals, environmental review or other entitlements concerning the development of the Property including, without limitation, preparation of submissions to, conduct of meetings with, and handling of proceedings before any governmental or quasi-governmental agency or entity with jurisdiction over the Property or any utility company serving the Property, and taking all other actions necessary to obtain approval of (or permits or reports issued by) any governmental or quasi-governmental agencies required for development of the Property, including, without limitation, general plan amendments, specific plans, conditional use permits, zoning and land use approvals, the T.O.D. Overlay, CEQA compliance, site plan approval, parcel map(s), and a tentative and/or final subdivision map. Notwithstanding the foregoing, Buyer and Seller acknowledge and agree that the City is not obligated to grant any or all of such approvals and the granting of any such approvals with respect to the Property is subject to the approval process and procedures established by the City, but that the City is merely agreeing to promptly and expeditiously process for approval the Entitlements (as defined below). Seller will cooperate with and assist Buyer in Buyer's efforts to obtain access to governmental and quasi-governmental agencies that have approval authority concerning the development of the Property. Seller agrees that, during the term of this Agreement, Seller will work in good faith with the Buyer to obtain all off-site easements necessary for the residential development and use of the Property in accordance with the Entitlements (as defined below) and other development and/or governmental approvals applicable thereto and shall grant any such easements as may be necessary over adjacent properties owned by Seller (the "Off-Site Easements"). Seller shall cooperate promptly and fully with Buyer in (i) the defense of any legal challenge to any Entitlements and other development and/or governmental approvals sought by Buyer, and (ii) supporting Buyer's planned development of the Property, including in connection with any appearances,

correspondence, and other communications with governmental agencies by Seller. Prior to and following the Closing, neither Seller nor anyone acting on its behalf shall object to, challenge or otherwise oppose, hinder, obstruct or delay Buyer's planned development of the Property.

3.5 Return of Documents and Funds Upon Termination of Agreement. In the event of termination of this Agreement for any reason, except as otherwise set forth herein, that portion of the Deposit held by either Seller or Escrow Holder shall be returned to Buyer upon Buyer's demand, and upon written demand of Seller or Buyer, the documents and funds deposited into Escrow by Buyer, including interest accrued thereon, shall be returned to Buyer, and the documents and/or funds deposited into Escrow by Seller shall be returned to Seller. In addition, in the event this Agreement is terminated, upon Seller's written request Buyer shall return the Materials to Seller. Seller further covenants and agrees that, from and after the execution of this Agreement, Seller will not modify, alter, amend or acquiesce in any change to any of the Materials or take any actions which might adversely affect Buyer's rights under this Agreement or in the Property, including, without limitation, entering into any additional contracts or agreements or amendments with any third parties with respect to the Property, including, but not limited to, entering into any leases, licenses or other occupancy agreements with respect to all or any portion of the Property, or performing or authorizing the performance of any work on the Property other than the demolition and removal of the existing building located thereon.

#### 4. ESCROW.

4.1 Agreement to Constitute Escrow Instructions. This Agreement shall constitute escrow instructions and a copy hereof shall be deposited with the Escrow Holder for this purpose.

4.2 Escrow Holder. Buyer and Seller shall cause an Escrow to be opened with Escrow Holder promptly after the execution of this Agreement, by Buyer and Seller by depositing an executed copy or executed counterparts of this Agreement with Escrow Holder (the "Opening of Escrow"). This document shall be considered as the escrow instructions between the parties, together with such further instructions not inconsistent herewith, as Escrow Holder requires in order to clarify the duties and responsibilities of Escrow Holder. If Escrow Holder shall require further escrow instructions, Escrow Holder shall promptly prepare such escrow instructions on its usual form for the purchase and sale of the Property upon the terms and provisions hereof. Provided said further escrow instructions are consistent with this Agreement and subject to the reasonable approval of Seller and Buyer, said further escrow instructions shall be signed by Buyer and Seller within five (5) business days after delivery thereof to each Party and returned to Escrow Holder. The further escrow instructions shall incorporate each and every term of this Agreement and shall provide that in the event of any conflict between the terms and conditions of this Agreement and said further escrow instructions, the terms and conditions of this Agreement shall control. Notwithstanding anything to the contrary in this Agreement or any further escrow instructions executed pursuant hereto, the following provisions shall be deemed deleted from the printed form of escrow instructions, whether or not crossed out or otherwise deleted by the Escrow Holder: (1) any provision granting the Escrow Holder a lien on the Property or any portion thereof with respect to any amount owed by any party to the Escrow Holder as such or in consideration of its issuance, as

insurer, of the Title Policy; (2) any provision purporting to indemnify the Escrow Holder with respect to any liability which it may incur as a result of its intentional or negligent acts or omissions while serving as Escrow Holder (including, without limitation, acts or omissions of an insurer); and (3) any provision under which the Escrow Holder is entitled to a fee for its service as such if this Agreement is terminated at or prior to the Close of Escrow. The Parties agree jointly and severally to indemnify and hold Escrow Holder harmless from and against, all costs, damages, judgments, attorneys' fees, expenses and liabilities of any kind or nature which Escrow Holder may incur or sustain in good faith in connection with or arising out of this Escrow, except to the extent arising from Escrow Holder's intentional misconduct, negligence or breach of its instructions hereunder.

4.3 Reserved.

4.4 Close of Escrow.

4.4.1 Closing Date. Provided all of Seller's and Buyer's obligations to be performed on or before Close of Escrow have been performed and all conditions to Close of Escrow have been satisfied or waived, Escrow shall close (the "Closing Date") on the earlier of (a) twenty (20) days after the Entitlement Issuance Date (as such term is defined in Section 4.7.1(f) below) or (b) thirty (30) months after the expiration of the Feasibility Approval Period. If the conditions to Close of Escrow have not been satisfied or waived by the Closing Date, then Buyer may proceed with termination of this Agreement pursuant to Section 4.7.3.

4.4.2 Possession of Property. Possession of the Property shall be delivered to Buyer at the Close of Escrow with any and all leases, contracts and service agreements relating to the Property having been terminated, all tenants shall have vacated the Property, and all of the tenants' personal property and equipment shall have been removed from the Property. In the event that any personal property remains on the Property at the Close of Escrow, such property shall either be promptly removed by Seller or automatically become the property of Buyer, as Buyer shall elect. All risk of loss or damage with respect to the Property shall pass from Seller to Buyer at the Close of Escrow.

4.5 Buyer Required to Deliver. On or before one (1) business day before the Closing Date, Buyer shall deposit into Escrow the Purchase Price (less the Deposit, including any interest accrued thereon), adjusted for Buyer's closing costs and prorations and the following documents (properly executed and acknowledged, if applicable):

4.5.1 Two (2) executed counterparts of a General Assignment, in the form of Exhibit "C" attached hereto, assigning to Buyer all of Seller's interest in the Materials described in Section 3.1 and, subject to the provisions of Section 11.2 below, all permits, approvals, contract rights, warranties, guarantees, bonds, and intangible rights and appurtenances and other intangible property applicable to the Property ("General Assignment");

4.5.2 Any other documents contemplated by this Agreement or required by Escrow Holder or the Title Company to be deposited by Buyer to carry out this Escrow, including, but not limited to, any entity authority documents and/or resolutions.

4.6 Seller Required to Deliver. On or before one (1) business day before the Closing Date, Seller shall deposit into Escrow the following (properly executed and acknowledged, if applicable):

4.6.1 A grant deed, in the form of Exhibit "B" attached hereto, conveying the Property to Buyer ("Grant Deed");

4.6.2 Two (2) executed counterparts of the General Assignment;

4.6.3 An affidavit of non-foreign status and California Form 593-C or other evidence that withholding of any portion of the Purchase Price is not required by the Revenue and Taxation Code of California, duly executed by Seller under penalty of perjury (the "Affidavits"). If withholding is required, Escrow Holder is hereby instructed to withhold the statutory amount from Seller's proceeds at the Close of Escrow and remit the same to the California Franchise Tax Board. Seller hereby waives any right to claim that such withholding constitutes a default by Buyer or excuses Seller's performance under this Agreement;

4.6.4 Any lien affidavits or mechanics' lien indemnifications with respect to work performed on the Property prior to the Close of Escrow by or at the direction of Seller or its representatives as may be reasonably requested by the Escrow Holder in order to secure issuance of the Title Policy;

4.6.5 Any other documents contemplated by this Agreement or required by Escrow Holder or the Title Company to be deposited by Seller to carry out this Escrow and issue the Title Policy, including, but not limited to, an Owner's Affidavit, a Gap Closing Affidavit, and any entity or trust authority documents and/or resolutions or certifications.

4.7 Conditions to the Close of Escrow.

4.7.1 The Close of Escrow and Buyer's obligations hereunder are subject to the satisfaction as of the Closing Date of the following conditions, which are for Buyer's benefit and may be waived only by Buyer:

(a) As more specifically referenced in Recital F above, Buyer and Seller shall have entered into a Development Agreement upon terms and conditions acceptable to Buyer and Seller with respect to Buyer's proposed development of the Property;

(b) Seller shall have performed all agreements and covenants to be performed by Seller hereunder and shall have delivered all documents required from Seller hereunder, and Seller's representations and warranties set forth in this Agreement shall be true and correct as of the Closing Date;

(c) Seller shall have demolished and removed any and all buildings, structures and improvements located at the Property and the Property shall be delivered free and clear of any such buildings, structures and improvements;

(d) OCTA shall have issued a written "Notice to Proceed" with respect to the construction of the Metrolink Station, a copy of which shall have been delivered to Buyer;

(e) Buyer shall have received written verification, confirmation, acknowledgment and agreement that Golden State Water, the landowner of property adjacent to the Property, does not intend to and will not record the currently pending lot line adjustment which would result in a portion of the Property being eliminated from the Property and being added to the property owned by Golden State Water;

(f) Title Company shall have irrevocably committed to issue the Title Policy to Buyer;

(g) The Property shall be delivered free and clear of any contracts, agreements, leases, licenses, tenancies or other rights of occupancy, use or possession, any leases with any tenants and licenses with licensees at the Property shall have been terminated, and any and all of the personal property and equipment of Seller and any tenant or occupant of the Property shall have been removed from the Property;

(h) There shall have been no material adverse changes in the physical condition of the Property;

(i) There shall be no Hazardous Materials located on, under, about or adjacent to the Property and there shall be no existing violation of any Environmental Laws which remains uncured as of that date.

(j) All required and necessary governmental, quasi-governmental and private approvals and entitlements for Buyer's proposed residential development project at the Property (collectively, the "Entitlements") shall have been obtained, issued and granted by all necessary governmental agencies on terms and conditions satisfactory to Buyer and such Entitlements shall be in full force and effect in binding form and not subject to any unexpired periods for any administrative, legal or voter challenge, contest or appeal. The date upon which such Entitlements are issued and granted as provided above and all periods for any administrative, legal or voter challenge, contest or appeal having expired shall be referred to herein as the "Entitlement Issuance Date." Upon achieving the Entitlement Issuance Date, Buyer shall notify Seller of such fact.

#### 4.7.2 [RESERVED.]

4.7.3 Waiver of any condition to Close of Escrow, or Buyer's election to terminate this Agreement as provided in Section 4.7.3(a) below, shall not relieve any party for liability resulting from breach of any representation, warranty, covenant or agreement under this Agreement. In the event that the conditions to Close of Escrow set forth in this Article 4 are not satisfied for a reason other than a default of Buyer or Seller under this Agreement (which in the event a default occurs, the Agreement may be terminated and the provisions of Section 15 or Section 16, as applicable, shall also apply) or are not otherwise waived in writing by Buyer:

(a) this Agreement, the Escrow and the rights and obligations of Buyer and Seller shall terminate, except as otherwise provided herein; provided, however, no such termination shall occur until (i) Buyer has had the opportunity to waive any condition for Buyer's benefit within five (5) business days after Buyer's receipt of written notice from Seller that such condition will not be satisfied and (ii) Buyer does not elect to waive such condition; and

(b) upon such termination, (i) the Deposit, including any interest accrued thereon, shall immediately be repaid to Buyer, and (ii) this Agreement and the Escrow opened hereunder shall be terminated and the Parties shall be relieved of any further obligations to each other with respect to this Agreement and the Property; and

(c) if the failure of the condition to the Close of Escrow is due to a default of Seller under this Agreement, then in addition to the above, Buyer shall be entitled to all of its remedies set forth in Section 16 below.

4.8 Recordation of Grant Deed and Delivery of Funds. Upon receipt of the funds and instruments described in this Section 4, Escrow Holder shall cause the Grant Deed to be recorded in the office of the County Recorder of Orange County, California. Thereafter, Escrow Holder shall deliver: (i) the proceeds of this Escrow (less appropriate charges and any applicable withholding), a conformed copy of the recorded Grant Deed, and an original fully executed counterpart of the General Assignment to Seller; and (ii) the Affidavits, a conformed copy of the recorded Grant Deed, and an original fully executed counterpart of the General Assignment to Buyer. Recordation of said Grant Deed shall constitute the "Close of Escrow" or "Closing" under this Agreement.

4.9 Prorations and Reimbursements.

4.9.1 Prorations. Real and personal property taxes and any revenue generated at the Property shall be prorated between Buyer and Seller as of the Close of Escrow. Any delinquent taxes and assessments on the Property shall be paid by Seller on or prior to the Close of Escrow. Any supplemental or escaped real estate taxes and assessments on the Property which are assessed, or any invoices for real property taxes which are received, after the Close of Escrow but which are attributable to the period prior to the Close of Escrow shall be promptly paid by Seller outside of Escrow.

4.9.2 Reimbursements. At the Close of Escrow, Buyer shall reimburse to City an amount up to, but not to exceed, \$343,176.10 of the costs for the demolition and removal of the buildings, structures and improvements at the Property. Prior to the Closing, Seller shall provide to Buyer written invoices evidencing costs incurred by the City in connection with such demolition and removal.

4.10 Costs of Escrow.

4.10.1 Seller shall pay:

(a) One-half (1/2) of the Escrow fees;

- (b) The cost of recording the Grant Deed;
- (c) The CLTA standard coverage portion of the premium for the Title Policy;
- (d) The cost of county and city documentary transfer taxes payable in connection with the recordation of the Grant Deed;
- (e) The cost of any other obligations of Seller hereunder; and
- (f) Any other closing costs or charges not expressly provided for herein and customarily paid by a Seller of real property in Orange County, California.

4.10.2 Buyer shall pay:

- (a) One-half (1/2) of the Escrow fees;
- (b) The ALTA extended coverage portion of the premium for the Title Policy;
- (c) The cost of Buyer's investigation of the Property; and
- (d) Any other closing costs or charges not expressly provided for herein and customarily paid by a Buyer of real property in Orange County, California.

4.11 Broker's Commission. Seller represents and warrants to Buyer, and Buyer represents and warrants to Seller, that no broker or finder has been engaged by it, respectively, in connection with any of the transactions contemplated by this Agreement, or to its knowledge is in any way connected with any of such transactions. In the event of any claims for brokers' or finders' fees or commissions in connection with the negotiation, execution or consummation of this Agreement, then Buyer shall indemnify, save harmless and defend Seller from and against such claims if they shall be based upon any statement, representation or agreement made by Buyer, and Seller shall indemnify, save harmless and defend Buyer from and against such claims if they shall be based upon any statement, representation or agreement made by Seller.

4.12 Escrow Cancellation Charges. In the event that this Escrow shall fail to close by reason of the default of either Party hereunder, the defaulting Party shall be liable for all escrow and title cancellation charges. In the event that the Escrow shall fail to close for any other reason, each Party shall pay one-half (1/2) of all escrow and title cancellation charges.

5. REPRESENTATIONS, WARRANTIES AND COVENANTS BY SELLER.

5.1 Representations and Warranties. In consideration of Buyer's entering into this Agreement and as an inducement to Buyer to purchase the Property, Seller hereby makes the following representations and warranties, (each of which is material and shall be true and accurate as of the date hereof and as a condition precedent to Buyer's obligation to close hereunder and each of which shall survive the Close of Escrow). All representations and warranties of Seller set forth herein are deemed to be separately made by each person or entity

constituting Seller, and all persons or entities constituting the Seller are jointly and severally responsible for the accuracy of all such representations and warranties or any breach thereof:

5.1.1 Seller is a Charter City and Municipal Corporation organized and existing under and by virtue of the Constitution of the laws of the State of California, and holds fee title to the Property, with full legal right and authority to convey the Property to Buyer. This Agreement has been duly and validly authorized, executed and delivered by Seller and no other action is requisite to the valid and binding execution, delivery and performance of this Agreement by Seller. This Agreement is the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms (except to the extent such enforcement may be limited by applicable bankruptcy, insolvency or other principles relating to creditors' rights). The individual(s) signing this Agreement on behalf of Seller individually represent and warrant their right, power and authority to do so on behalf of Seller and that such signature(s) is (are) sufficient to legally bind Seller to this Agreement.

5.1.2 There are no pending legal issues affecting the Property as between or among: the City, its "successor agency," the State Department of Finance, the State Controller's Office, the County of Orange, Auditor-Controller, arising out of or relating to the dissolution and winding down of the affairs of the now dissolved Placentia Redevelopment Agency. Further, there are no suits pending against or affecting or, to the best of Seller's knowledge, threatened against the Property or its development for residential purposes or against Seller with respect to the Property or Seller's title to or interest in the Property, whether in law or at equity, including, without limitation, any bankruptcy proceeding brought by or against Seller. There are no lawsuits, suits or proceedings pending in which Seller is the plaintiff or claimant and which relate to the Property.

5.1.3 No joinder, consent, or waiver of or by any third party is necessary to permit the consummation by Seller of the transaction contemplated pursuant to this Agreement and the execution, delivery and performance of this Agreement by Seller does not and will not constitute a breach or default by Seller under any agreement, order, contract, document or judgment by which Seller or the Property is bound or under any law, statute, ordinance or regulation to which the Seller or the Property is subject.

5.1.4 There are no pending or, to the best of Seller's knowledge, threatened proceedings in eminent domain, which would affect the Property, or any portion thereof.

5.1.5 As of the date hereof the Property is not, and as of the Close of Escrow the Property will not, be subject to any unrecorded instruments affecting title to or use of the Property, and no other person has claimed title to, possession or occupancy of or right to use the Property or any right thereto, not disclosed in the Title Commitment. There are no leases, licenses or other agreements for possession or occupancy of the Property pursuant to which any person or entity has any current interest or future right or interest to the occupancy, possession or use of all or any portion of the Property.

5.1.6 There are no public improvement, assessment or community facilities districts, existing or proposed, which will result in any charge being levied or assessed

against or in the creation of any lien on the Property other than as shown in the Title Commitment. To the best of Seller's knowledge, no covenants, restrictions or regulations prohibit the development of the Property for Buyer's contemplated multi-family project; provided that a general plan, specific plan, development agreement and/or zoning ordinance amendment may be required for such development contemplated at the Property.

5.1.7 Seller is not a "foreign person" within the meaning of Internal Revenue Code 1445 (26 U.S.C. § 1445).

5.1.8 Seller is the owner of good and marketable title to, and the entire right, title and interest in, the Property, subject to the Permitted Exceptions. On the Closing Date, Buyer will acquire hereunder good and marketable title, and the entire right, title and interest of Seller, in and to the Property, free and clear of all liens, encumbrances, liabilities, claims, rights, demands, leases, agreements, covenants and conditions of any kind or nature, except the Permitted Exceptions.

5.1.9 To the best of Seller's knowledge, all Materials delivered by Seller to Buyer are complete and accurate and do not contain any untrue statement of material fact or omit to state a material fact necessary to make the statements or facts contained therein not misleading.

5.1.10 There are no existing or alleged violations of law, ordinance or other governmental regulations with respect to the Property.

5.1.11 To the best of Seller's knowledge, there has been no production, disposal, release or storage on or about the Property of any Hazardous Materials (as hereinafter defined). As of the date of this Agreement there are no Hazardous Materials located on, under or the Property in violation of applicable law. Further, to the best of Seller's knowledge, there has not been any activity on the Property which could have resulted in the deposit or release on or about the Property of Hazardous Materials or which could result in any proceeding or inquiry by any authority with respect thereto. The term "Hazardous Materials" shall mean and include any hazardous substance, pollutant, contaminant, material, waste, by-product or constituent which is or becomes regulated by any local governmental authority, the State of California or the United States Government, including, without limitation, any substance, material, waste or by-product regulated by any "Environmental Laws." The term "Environmental Laws" shall mean and include all federal, state and local statutes, ordinances, regulations and rules then in effect relating to environmental quality, health, safety, contamination and clean-up.

5.1.12 Seller is not in default under, nor has Seller received any notice that any event has occurred which with the giving of notice or the passage of time, or both, would constitute a default under any contract, transaction, agreement, covenant, condition, restriction, lease, easement, encumbrance or instrument pertaining to the Property.

5.1.13 Seller has made no oral or written commitments or representations to, or understandings or agreements with, any person, firm or entity, any adjoining property owner or any governmental authority which would in any way be binding on Buyer or would interfere with Buyer's ability to develop and improve the Property with a residential

development, and Seller shall not make or enter into any such commitment, representations, understandings or agreements without Buyer's prior written consent.

5.1.14 Seller is not bankrupt or insolvent under any applicable Federal or state standard, nor has it filed for protection or relief under any applicable bankruptcy or creditor protection statute nor has it been threatened by creditors with an involuntary application of any applicable bankruptcy or creditor protection statute. Seller is not entering into the transaction described in this Agreement with an intent to defraud any creditor or to prefer the rights of one creditor over any other. Seller and Buyer have negotiated this Agreement at arm's-length.

5.1.15 All previous purchase agreements and escrows entered into by Seller for the sale of the Property have been terminated and are no longer in force or effect and no party has any option or purchase rights relating to the Property.

5.2 Covenants. In consideration of Buyer's entering into this Agreement and as an inducement to Buyer to purchase the Property, Seller hereby covenants that so long as this Agreement remains in force and effect and to the Close of Escrow, Seller will:

5.2.1 Promptly and expeditiously process the Entitlements so as to achieve the Entitlement Issuance Date as soon as reasonably possible;

5.2.2 In connection with the Entitlements, Seller shall (i) not require the widening of Crowther Avenue or any dedications or related actions that reduce the developable area of the Property, and (ii) not require Buyer to provide any inclusionary on or off site affordable housing requirement, or require any affordable housing in lieu fees.

5.2.3 Not convey any interest in the Property, and Seller will not subject the Property to, or allow the Property to become subject to, any contracts, agreements, leases, licenses, additional liens, encumbrances, covenants, conditions, easements, rights of way, agreements or similar matters after the date of this Agreement which will not be eliminated by Seller prior to the Close of Escrow;

5.2.4 Except for the demolition and removal by Seller of the buildings, structures and improvements at the Property, and pursuit of the processing of the T.O.D. Overlay, neither Seller nor its agents or representatives shall make or allow any material alterations to the Property, or make, apply for or process any zoning, variance, subdivision, land use or development application or land use or other entitlement change with respect to the Property, without Buyer's prior written consent, which consent may be withheld in Buyer's sole and absolute discretion;

5.2.5 Maintain the Property in substantially the same condition as of the date of this Agreement, ordinary wear and tear excepted, and in compliance with all applicable laws and local ordinances;

5.2.6 Not enter into any contract or agreement providing for the provision of goods or services to or with respect to the Property or the operation thereof unless such contracts or agreements can be terminated upon immediate notice and without penalty, or unless Buyer otherwise approves such contract in advance in writing;

5.2.7 Not introduce or release, or knowingly permit the introduction or release, of any Hazardous Materials in, from, under or on the Property;

5.2.8 Not market, or enter into negotiations for the sale of, the Property to or with any third party; and

5.2.9 Have paid for all work performed by third parties on or in connection with the Property on behalf or at the direction of Seller or its agents or representatives, including all labor, goods, materials and services related thereto. Seller further covenants and agrees that as of the Close of Escrow the Property will not be subject to encumbrance by any mechanics, laborer, materialmen or other like liens with respect thereto and Seller shall have caused any existing leases at the Property to be terminated and the tenants to have removed all its personal property and equipment.

## 6. DISCOVERY OF HAZARDOUS MATERIALS.

6.1 If at any time following the execution of this Agreement but prior to the Close of Escrow, Hazardous Materials are discovered on, under or about the Property, the Party discovering such fact shall promptly notify the other Party in writing. Buyer shall have the right, within thirty (30) days after notification to Buyer of the discovery of such Hazardous Materials, to either (i) elect to proceed with this Agreement notwithstanding such discovery, or (ii) elect to terminate this Agreement by written notice to Seller in which event the provisions of Section 4.7.3(b) shall apply. Buyer's failure to exercise an election during that thirty (30) day period shall be deemed to be Buyer's election to terminate this Agreement.

## 7. EMINENT DOMAIN OR TAKING.

If, prior to the Close of Escrow, any portion of the Property is taken or if the access thereto is reduced or restricted by eminent domain or otherwise (or becomes the subject of a pending, threatened or contemplated taking which has not been consummated) (any of the foregoing being hereinafter referred to as a "Taking"), Seller shall immediately notify Buyer in writing of such fact. In such event, Buyer shall have the option, in its sole and absolute discretion, to terminate this Agreement upon written notice to Seller given not later than thirty (30) days after delivery of Seller's notice. If this Agreement is so terminated pursuant to this Section, then, notwithstanding anything to the contrary in this Agreement, the Deposit (which shall include the Extension Fees if previously paid by Buyer), including any interest accrued thereon, shall be returned to Buyer. If Buyer does not exercise its option to terminate this Agreement, neither Party shall have the right to terminate this Agreement, and the Seller shall assign and turn over, and the Buyer shall be entitled to receive and keep, all awards for the taking by eminent domain which accrue to Seller and the Parties shall proceed to the Close of Escrow pursuant to the terms hereof, without modification of the terms of this Agreement and without any reduction in the Purchase Price. Unless and until this Agreement is terminated, Seller shall take no action with respect to any eminent domain proceeding without the prior written consent of Buyer.

8. INCORPORATION OF EXHIBITS.

All exhibits attached hereto and referred to herein are incorporated in this Agreement as though fully set forth herein.

9. ATTORNEYS' FEES.

In any action, proceeding or arbitration between Buyer and Seller seeking enforcement of any of the terms and provisions of this Agreement, or in connection with the Property, the prevailing party in such action, proceeding or arbitration, including any appeal therefrom, shall be awarded, in addition to damages, injunctive or other relief, its reasonable costs and expenses (not limited to taxable costs), reasonable attorneys' fees and reasonable fees of expert witnesses. Such fees shall include any fees incurred on appeal or in any bankruptcy proceeding related to this Agreement.

10. NOTICES.

All notices, requests, demands and other communication given or required to be given hereunder shall be in writing and either: (i) personally delivered, (ii) sent by United States registered or certified mail, postage prepaid, return receipt requested, (iii) sent by nationally recognized courier service such as Federal Express, or (iv) sent by telecopy or electronic mail, duly addressed to the Parties as follows:

To Buyer: Newport Equities, LLC  
26 Corporate Plaza, Suite 260  
Newport Beach, California 92660  
Attention: Mr. Mark Kerslake  
Business No.: (949) 553-4800  
Facsimile No.: (949) 706-7979  
Email: mkerslake@provincegroup.com

With Copy To: Allen Matkins Leck Gamble Mallory & Natsis LLP  
515 So. Figueroa Street, Suite 900  
Los Angeles, California 90071  
Attention: Michael H. Cerrina, Esq.  
Business No.: (213) 622-5555  
Facsimile No.: (213) 620-8816  
Email: mcerrina@allenmatkins.com

To Seller:                   The City of Placentia  
401 Chapman Avenue  
Placentia, California 92870  
Attention:  
Business No.:  
Facsimile No.:  
Email:

With Copy To:           Andrew V. Arczynski, Esq.  
City Attorney  
City of Placentia  
Business No.: (714) 578-8838  
Facsimile No.: (714) 578-9322  
Email: andrew@arczynskilaw.com

Delivery of any notice or other communication hereunder shall be deemed made on the date of actual delivery thereof to the address of the addressee, if personally delivered, on the date indicated in the return receipt or courier's records as the date of delivery or as the date of first attempted delivery on any business day, if sent by mail or courier service, or on the date of transmission on any business day (if prior to 5:00 p.m. in the recipient's time zone; but if after 5:00 p.m., then as of 9:00 a.m. on the next business day after such transmission) if transmitted by telecopy or electronic mail. Any Party may change its address for purposes of this Section by giving notice to the other Party and to Escrow Holder as herein provided.

11.     ASSIGNMENT.

11.1    Except as may be permitted in the Section 11.1, Buyer shall not assign, sell, convey, hypothecate or otherwise transfer this Agreement or any of Buyer's rights under this Agreement to any person or entity without the express written consent of Seller, which consent may be withheld in the sole and absolute discretion of Seller. Seller may assess a separate fee for its approval of any assignment, so long as such fee does not exceed the total direct, reasonable costs incurred by Seller related to the review and approval of the assignment, including all in-house costs and expenses, direct third party expenses, consultant fees, and legal fees related to the review and approval of the assignment. Notwithstanding the foregoing, Seller hereby consents in advance to, and no fees shall be assessed by Seller in connection with, an assignment by Buyer of the Agreement to an entity in which Buyer, Mark J. Kerslake or an entity controlled by Mark J. Kerslake, has an economic interest (a "Permitted Transfer"). Buyer shall notify Seller in writing of a Permitted Transfer. Upon any assignment and assumption of this Agreement, the originally named Buyer hereunder shall be released from any liability or responsibility under this Agreement.

11.2    Pursuant to the General Assignment to be delivered by Seller to Buyer pursuant to Section 4.6.2 above, effective upon the Close of Escrow, Seller shall assign to Buyer all rights of Seller to and all interest of Seller in the Materials. Without limiting the generality of the above, such assignment shall include all architectural, engineering, grading, landscape, construction and other reports, studies, plans and specifications. Seller agrees that, following the

execution of this Agreement, Seller will execute such further documents and take such further acts, at no cost to Seller, as are reasonably requested by Buyer to evidence and effect such assignment, including, without limitation, using commercially reasonable efforts to secure the consent to any assignment by the parties to any assigned contracts. Buyer shall not have any obligation with respect to any contracts between Seller and any third party with respect to the Property. Effective as of the Close of Escrow, Seller shall also assign to Buyer all of Seller's right, title and interest in and to any other licenses, permits, development rights, approvals, air rights, entitlements, service agreements, credits, reimbursements, or other like matters applicable to the Property, including, without limitation, any development or exaction fee credits applicable to the Property (including the pro-rata portion thereof applicable to the Property and any adjacent property or development). Seller agrees to promptly execute such further documents and to take such further actions, at no cost to Seller, as are requested by Buyer to evidence and effect such assignment.

12. BINDING EFFECT.

This Agreement shall be binding upon and shall inure to the benefit of the Parties, and their successors and assigns.

13. ENTIRE AGREEMENT.

This Agreement contains all of the agreements of the Parties with respect to the matters contained herein and all prior or contemporaneous agreements or understandings, oral or written, pertaining to any such matters are merged herein and shall not be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the Parties or their respective successors in interest and expressly stating that it is an amendment of this Agreement. This Agreement has been fully negotiated by the Parties and there shall be no presumption in connection with the interpretation or construction of this Agreement against either party by virtue of such Party having drafted or been responsible for drafting this Agreement or any provision hereof. Following execution of this Agreement, the Seller shall not pursue, accept, entertain or discuss any other offers to acquire the Property or any direct or indirect interest therein, nor shall Seller divulge the terms or conditions of this Agreement or any studies, tests, reports or results delivered to the Seller pursuant hereto without Buyer's prior written consent, which Buyer may withhold in its sole and absolute discretion. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.

14. BUYER DEFAULT.

If Seller believes that Buyer has committed a breach of this Agreement, it shall notify the Buyer in writing of such breach. Upon receipt of such notice, Buyer shall have five (5) business days to commence the cure of such default and up to thirty (30) days to complete the cure of such default.

15. LIQUIDATED DAMAGES.

IF THE SALE OF THE PROPERTY IS NOT CONSUMMATED SOLELY AS A RESULT OF THE BUYER'S UNCURED DEFAULT HEREUNDER, THEN SELLER'S SOLE

AND EXCLUSIVE REMEDY (WHETHER AT LAW OR IN EQUITY) SHALL BE TO TERMINATE THIS AGREEMENT AND RETAIN THE AMOUNT OF THE BUYER'S DEPOSIT PREVIOUSLY DEPOSITED BY BUYER WITH ESCROW HOLDER, AS LIQUIDATED DAMAGES. IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES THAT SUCH AMOUNT IS A REASONABLE ESTIMATE OF THE EXTENT TO WHICH SELLER WOULD BE DAMAGED BY BUYER'S DEFAULT IN LIGHT OF THE DIFFICULTY AND COST OF DETERMINING SELLER'S ACTUAL DAMAGES AS A RESULT OF SUCH DEFAULT BY BUYER. SUCH AMOUNT SHALL BE THE FULL, AGREED AND LIQUIDATED DAMAGES OF SELLER FOR THE BREACH OF THIS AGREEMENT BY BUYER, ALL OTHER CLAIMS TO DAMAGES OR OTHER REMEDIES BEING HEREIN EXPRESSLY WAIVED BY SELLER. SELLER HEREBY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 3389. SELLER AND BUYER HAVE PLACED THEIR INITIALS IN THE SPACE PROVIDED BELOW TO INDICATE THAT THEY HAVE READ, UNDERSTOOD AND AGREED TO THIS LIQUIDATED DAMAGES PROVISION.

Seller's Initials: \_\_\_\_\_

Buyer's Initials:  \_\_\_\_\_

16. BUYER'S REMEDIES.

It is agreed that the rights granted to the Buyer by the Seller hereunder are of a special and unique kind and character, and that, if there is a breach by the Seller of any material provision of this Agreement or a breach of any of the representations and/or warranties of Seller herein, the Buyer would not have an adequate remedy at law. It is expressly agreed, therefore, that, in addition to any other remedy available at law or in equity or otherwise provided by this Agreement, including the return of that portion of the Deposit held by either Seller or Escrow Holder, Buyer shall also have the right to enforce its rights hereunder by an action for specific performance and such other equitable relief as is provided under the laws of the State of California. In connection with the foregoing, the Buyer and Seller acknowledge and agree that the remedy of specific performance has been expressly bargained for by the Buyer and that the availability of such remedy is a material inducement to Buyer's agreement to enter into this transaction, that the rights granted to Buyer by the Seller under this Agreement are of a special and unique character, that the Purchase Price for the Property is fair and equitable, that the Buyer's monetary remedies alone are not adequate, and that Buyer is and shall be entitled to specific performance of this Agreement.

17. HEADINGS.

The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement.

18. COUNTERPARTS.

The Parties may execute this Agreement in two (2) or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The Parties specifically agree that facsimile signatures on this Agreement shall be

legally binding and that each Party is entitled and authorized to rely on the facsimile signature of the other hereon as if it were an original signature.

19. FORCE MAJEURE.

If satisfaction of any condition or performance of any action required under this Agreement by either Party is delayed as a result of any act of God, governmental actions or inactions, litigation, strikes, delays of any contractor, subcontractor or supplier, riots, acts of insurrection, declaration of war or other delay beyond the reasonable control of the Party delayed, then the time allowed for satisfaction of such condition or performance of such action shall be extended by the amount of time that satisfaction of the condition or performance of the action is delayed by the aforementioned reasons; provided, that, in no event shall such extension exceed a period of six (6) months without the consent of both Parties.

20. SURVIVAL.

Unless otherwise expressly provided herein, all provisions hereof shall survive the Close of Escrow and delivery and recordation of the Grant Deed and shall continue to be a binding provision on the Parties according to its terms.

21. THIRD PARTIES.

Nothing contained in this Agreement, expressed or implied, is intended to confer upon any person, other than the Parties and their successors and assigns, any rights or remedies under or by reason of this Agreement.

22. SEVERABILITY.

If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law.

23. TIME PERIODS.

In computing time periods under this Agreement, the first day shall be excluded and the last day shall be included. Except as otherwise provided herein, all time periods measured by days in this Agreement shall be measured by calendar days and, if the last day in that period is a Saturday, Sunday or legal State of California or Federal holiday, then the last day of the period shall be deemed to be the next following business day.

24. ADDITIONAL DOCUMENTS.

Each Party hereto agrees to perform any further acts and to execute and deliver any further documents which may be reasonably necessary to carry out the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement for Purchase and Sale and Escrow Instructions as of the day and year first above written.

**"BUYER"**

**NEWPORT EQUITIES, LLC,**  
a California limited liability company

By: \_\_\_\_\_

Name: Mark J. Kerlake

Title: Chief Executive Officer

**"SELLER"**

The **CITY OF PLACENTIA**

By: \_\_\_\_\_

Name:

Title:

**JOINDER BY ESCROW HOLDER**

Escrow Holder hereby acknowledges that it has received this Agreement executed by Seller and Buyer and accepts the obligations of and instructions for the Escrow Holder set forth in this Agreement. Escrow Holder agrees to disburse and/or handle the Deposit, the Purchase Price and all closing documents in accordance with this Agreement.

Dated: \_\_\_\_\_, 2015

FIDELITY NATIONAL TITLE INSURANCE  
COMPANY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

**DESCRIPTION OF THE PROPERTY**

That certain real property located at the northeast corner of South Melrose Street and West Crowther Avenue, in the City of Placentia, County of Orange State of California, containing approximately +/- 2.0 acres and having Assessor Parcel Nos. 339-402-05, 339-402-08 and 339-402-10.

[The full legal description shall be added upon receipt of the Preliminary Title Report for such property]

**EXHIBIT B**

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

MAIL TAX STATEMENTS TO:  
Same as Above

\_\_\_\_\_  
(Above Space For Recorder's Use Only)

**GRANT DEED**

THE UNDERSIGNED GRANTOR DECLARES THAT THE DOCUMENTARY TRANSFER  
TAX IS \$ \_\_\_\_\_:

THE PROPERTY IS LOCATED IN PLACENTIA, CALIFORNIA.

APN: 339-402-05, 339-402-008; and 339-402-10.

City of Placentia

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF  
PLACENTIA, a Charter City and municipal corporation (the "Grantor"), hereby GRANTS to  
\_\_\_\_\_, a \_\_\_\_\_ (the "Grantee"), the real property  
("Property") located in the City of Placentia, County of Orange, State of California more  
particularly described in Exhibit "A" attached hereto and incorporated herein by this reference,  
together with all rights, privileges, easements, hereditaments, appurtenances and improvements  
belonging to, pertaining to or benefiting the Property.

DATED: \_\_\_\_\_, 2015

"GRANTOR"

The CITY OF PLACENTIA,  
a Charter City and municipal corporation

By: \_\_\_\_\_

Name:

Title:

Approved as to form:

---

Andrew V. Arczynski  
City Attorney  
City of Placentia



**EXHIBIT "A"**

**Legal Description**

[To be provided.]

**EXHIBIT C**

**GENERAL ASSIGNMENT**

THIS GENERAL ASSIGNMENT ("Assignment"), is made this \_\_\_\_ day of \_\_\_\_\_, 2015 by and between the CITY OF PLACENTIA, a Charter City and municipal corporation ("Assignor"), in favor of \_\_\_\_\_, a \_\_\_\_\_ or its designee ("Assignee").

**WITNESSETH:**

Assignor and Newport Equities, LLC, a California limited liability company, predecessor-in-interest to Assignee, entered into that certain Agreement for Purchase and Sale and Joint Escrow Instructions dated as of \_\_\_\_\_, 2014 ("Agreement") respecting the sale of certain "Property" described in Exhibit "A" thereto.

Under the Agreement, Assignor is obligated to assign to Assignee any and all of its right, title and interest in and to:

(a) certain service agreements, construction contracts, architects agreements, consultant's agreements, warranties, guarantees, bonds and other contracts and agreements relating to the Property as identified on Schedule 1 attached hereto ("Service Contracts");

(b) all licenses, permits, certificates of occupancy, approvals, dedications, subdivision maps and entitlements issued, approved or granted by any governmental or quasi-governmental authorities or otherwise in connection with the Property; any and all development rights, air rights and other intangible rights, titles, interests, privileges and appurtenances owned by or vested in Assignor and in any way related to or used in connection with the Property, including, without limitation, any credits or prepayments concerning any exaction or development fees applicable to the Property or its development; and all licenses, consents, easements, rights of way and approvals required from private parties to make use of the utilities and to insure vehicular pedestrian ingress and egress to the Property or otherwise related to or used in connection with the Property ("Licenses and Permits"); and

(c) all books and records maintained in connection with the Property, all preliminary, final and proposed plans and specifications respecting the Property, and all structural reviews, architectural drawings and engineering, soils, seismic, geologic and architectural reports, studies and certificates and other documents pertaining to the Property which are within the possession of, under the control of, or reasonably available to Assignor and any additional books, records, plans, specifications, reports, studies and other documents maintained or prepared after the date of the Agreement, including, without limitation, all of the "Materials" as defined in the Agreement ("Records and Plans").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, sells, transfers, sets over and delivers unto Assignee all of Assignor's estate, right, title and interest in and to the Service Contracts, Licenses and Permits and Records and Plans and Assignee hereby accepts such assignment.

Assignor warrants and represents to Assignee, and Assignee agrees, as follows:

(i) that there exist no Service Contracts other than those set forth on Schedule 1 attached hereto;

(ii) that no Service Contract, License and Permit or Record and Plan has been amended nor have any notices of breach or default been received by Assignor under any Service Contract, License and Permit or Record and Plan nor have claims been asserted or suits been threatened or commenced by other parties thereto;

(iii) that the Assignor's right, title and interest in and to the Records and Plans has been fully paid for and are not subject to any liens, encumbrances or claims of any kind; and

(iv) that the transfer and assignment of Assignor's right, title and interest in and to the Records and Plans, Licenses and Permits and Service Contracts to Assignee does not require the consent of third parties except as previously disclosed in writing to Assignee.

Assignor hereby covenants that Assignor will, at any time and from time to time, upon written request therefor, promptly execute and deliver to Assignee, Assignee's successors, nominees and assigns, any new or confirmatory instruments which Assignee or Assignee's successors, nominees and assigns may reasonably request in order to fully assign and transfer to and vest in Assignee, or Assignee's successors, nominees and assigns all right, title and interest in and to the Service Contracts, Licenses and Permits, and Records and Plans or to otherwise realize upon or enjoy such rights in and to the Service Contracts, Licenses and Permits, and Records and Plans.

In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other party arising out of this Assignment, then in that event the prevailing party shall be entitled to have and recover of and from the other party all costs and expenses of the action or suit, including reasonable attorneys' fees.

This Assignment shall be binding upon and inure to the benefit of the successors, assignees, personal representatives, heirs and legatees of all die respective parties hereto.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The parties hereto specifically agree that facsimile signatures on this Agreement shall be legally binding and each party hereto is entitled and authorized to rely on the facsimile signature of the other hereon as if it were an original signature.

This Assignment shall be governed by, interpreted under, and construed and enforced in accordance with, the laws of the State of California.

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment as of the day and year first written above.

ASSIGNOR:

The CITY OF PLACENTIA,  
a Charter City and municipal corporation

By: \_\_\_\_\_

Name:

Title:

ASSIGNEE:

\_\_\_\_\_  
a \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Andrew V. Arczynski  
City Attorney  
City of Placentia