



Adjourned Regular Meeting Agenda

January 12, 2016

Placentia City Council

Placentia City Council as Successor to the Placentia

Redevelopment Agency

Placentia Industrial Commercial

Development Authority

Jeremy B. Yamaguchi
Mayor

Craig S. Green
Mayor Pro Tem

Scott W. Nelson
Council Member

Constance M. Underhill
Council Member

Chad P. Wanke
Council Member

Patrick J. Melia
City Clerk

Kevin A. Larson
City Treasurer

Damien R. Arrula
Interim City Administrator

Christian L. Bettenhausen
City Attorney

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

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Website: www.placentia.org

Mission Statement

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

Vision Statement

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

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

Procedures for Addressing the Council/Board Members

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

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

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

Special Accommodations

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

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

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

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
ADJOURNED REGULAR MEETING AGENDA- CLOSED SESSION
JANUARY 12, 2016
5:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

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

ORAL COMMUNICATIONS:

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

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

CITY COUNCIL:

1. Pursuant to Government Code Section 54957(b)(1):
PERFORMANCE EVALUATION
Title: Interim City Administrator
2. **CONFERENCE WITH LEGAL COUNSEL- POTENTIAL LITIGATION**
Significant Exposure to Litigation Pursuant to California Government Code Section 54956.9(d)(2)(e)(3)
3. Pursuant to Government Code Section 54956.8:
CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: 207-209 W. Crowther Ave APN: 339-402-05; 07; 08; 11
Agency Negotiator: Damien R. Arrula, Interim City Administrator
Negotiating Parties: Patrick Helgeson, Newport Equities
Under Negotiations: Price and Terms of Payment
4. Pursuant to Government Code Section 54957.6:
CONFERENCE WITH LABOR NEGOTIATOR
Agency Designated Representatives: Damien R. Arrula, Interim City Administrator
Steve Pischel, Dir. Administrative Services
Employee Organizations: Placentia Police Officers Association (PPOA) and Placentia Police Management Association (PPMA)

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

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
ADJOURNED REGULAR MEETING AGENDA
JANUARY 12, 2016
7:00 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

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

INVOCATION: Police Chaplain Ken Milhandler

PLEDGE OF ALLEGIANCE:

PRESENTATIONS: None

CLOSED SESSION REPORT:

CITY ADMINISTRATOR REPORT:

ORAL COMMUNICATIONS:

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

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

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

1.a. Developer Requested Amendment No. 5 to the Exclusive Negotiating Agreement with Newport Equities, LLC, Extending the Term until March 15, 2016

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Approve Amendment No. 5 to the Exclusive Negotiating Agreement ("ENA") with Newport Equities, LLC., extending the term until March 15, 2016 to allow the parties to continue their negotiations and to facilitate the preparation of a Purchase and Sale Agreement for the Packing House site; and
- 2) Authorize the Mayor to execute Amendment No. 5 to the ENA in a form approved by the City Attorney.

1.b. **Professional Services Agreement with John L. Hunter and Associates, Inc., for National Pollutant Discharge Elimination System (NPDES) Consulting Services**

Fiscal Impact: Expense: Amount not-to-exceed \$72,473 from January 12, 2016 to June 30, 2017

Recommended Action: It is recommended that the City Council:

- 1) Approve a Professional Services Agreement with John L. Hunter and Associates, Inc. for an amount not to exceed \$72,473 for NPDES consulting services from January 12, 2016 to June 30, 2017; and
- 2) Authorize the Interim City Administrator to execute all necessary documents in a form approved by the City Attorney.

2. PUBLIC HEARING:

2.a. **Zoning Code Amendment ZCA-2015-05, Recommending that the City Council Adopt an Ordinance Prohibiting Marijuana Cultivation**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Open the Public Hearing concerning Zoning Code Amendment ZCA-2015-05; and
- 2) Receive the staff report and consider all Public Testimony; and
- 3) Close the Public Hearing; and
- 4) Find that the project is Categorically Exempt Pursuant to the California Environmental Quality Act of 1970, as amended, the Guideline promulgated thereunder (14 CCR § 15303) and Placentia Environmental Guidelines; and
- 5) Find that the proposed amendment is merely preserving the City's current prohibition of marijuana cultivation throughout the City. Adoption of the proposed amendment expressly prohibiting marijuana cultivation within the City is recommended for the express and specific purpose of preserving the City's authority to ban and/or adopt future regulations pertaining to marijuana cultivation as is required by California Health and Safety Code section 11372.777(c)(4), effective January 1, 2016; and
- 6) Waive full reading, by title only, and introduce for first reading, Ordinance O-2016-01, an ordinance of the City Council of the City of Placentia, California, adding Chapter 23 to the City of Placentia City Municipal Code prohibiting marijuana cultivation.

2.b. **Zoning Code Amendment ZCA-2015-04, Governing Massage Establishments**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Continue the Public Hearing to January 19, 2016 at 7:00 p.m.

3. REGULAR AGENDA:

3.a. **October 2015 Preliminary Treasurer's Report**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Receive and file the October 2015 Preliminary Treasurer's Report.

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 January 19, 2016 at 5:30 p.m.

In Memory of

Joe Vargas Aguirre, Father of Former City Council Member Joseph V. Aguirre

Van Minh Nguyen, Father of Finance Services Manager Michael Nguyen

Daniel G. Kraemer, Member of Placentia Kraemer Family

Chip Schaefer, Son of Planning Commission Chairperson Christine Schaefer

CERTIFICATION OF POSTING

I, Rosanna Ramirez, 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 January 12, 2016 meetings of the City Council, Successor Agency, and Industrial Commercial Development Authority was posted on January 7, 2016.


for _____
Rosanna Ramirez, Chief Deputy City Clerk



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

FROM: INTERIM CITY ADMINISTRATOR

DATE: JANUARY 12, 2016

SUBJECT: **DEVELOPER REQUESTED AMENDMENT NO. 5 TO THE EXCLUSIVE NEGOTIATING AGREEMENT WITH NEWPORT EQUITIES, LLC**

FISCAL IMPACT: NONE

SUMMARY:

The City is the owner of a 2± acre site located at 207-209 and 211 West Crowther Avenue which is commonly known as the "Packing House" site. Last year, the City Council approved an Exclusive Negotiating Agreement (ENA) with Newport Equities, LLC., a Southern California based residential developer, regarding a possible development opportunity involving the former Packing House site. The ENA provided an initial period of 90 days which could be extended administratively for an additional 130 day period by the City Administrator. Since that time the ENA has been extended until January 15, 2016.

Although significant progress has been made with the developer and a finalized draft purchase and sale agreement is near completion, the parties need additional time to finalize terms associated with Orange County Transportation Authority's (OCTA) construction of the adjacent Metrolink Station and parking structure. Therefore, the developer has requested that the City extend the ENA for an additional period of up to 60 days. This action approves Amendment No. 5 to the ENA with Newport Equities LLC., extending the negotiating period to a maximum outside date of March 15, 2016.

RECOMMENDATION:

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

1. Approve the Developer Requested Amendment No. 5 to the Exclusive Negotiating Agreement ("ENA") with Newport Equities, LLC., extending the term until March 15, 2016;
2. Authorize the Mayor to execute Amendment No. 5 to the ENA in a form approved by the City Attorney.

DISCUSSION:

On May 20, 2014, the City approved an Exclusive Negotiation Agreement ("ENA") with private developer, Newport Equities, LLC., to negotiate a potential purchase and sale agreement to facilitate the construction of a 5-story, Type III apartment building configured as a "wrap" style

1.a.

January 12, 2016

building with a centralized parking structure on City-owned property located at 207-209 and 211 West Crowther Avenue ("Project").

On December 16, 2014 City Council approved Amendment No. 1 for an additional ninety (90) day extension. At the June 2, 2015 City Council Meeting, Council approved Amendment No. 2 to extend the negotiating period until July 24, 2015. At the July 21, 2015 City Council Meeting, Council agreed to extend the negotiating period until October 7, 2015. At the October 6, 2015, the City Council approved the developer requested Amendment No. 4 to extend the negotiating period until January 15, 2016.

Although significant progress has been made with OCTA on the funding, cost estimates, and construction details of the Metrolink station and parking structure, Newport Equities has requested minor additions to the Purchase and Sale agreement to ensure funding commitments for the parking structure and Metrolink Station are amicable to the development of the Project. In addition, the construction schedules of the Project and the Metrolink Station must be strategically analyzed to ensure successful continuity in achieving each projects' milestones and timeframes. Therefore, the Developer has requested additional time to review the changes on the Purchase and Sale Agreement. A copy of the Developer's letter requesting the extension can be found as Attachment 2 to this report.

This additional time will allow all of the parties to conclude the preparation of the terms associated with the Metrolink station, OCTA parking structure plans, and related agreements between the parties. Staff is in agreement with the proposed extension to enable the parties (OCTA, City, Newport Equities) to finish the final negotiation terms.

Prepared by:



Jeannette Ortega
Economic Development Manager

Reviewed and Approved by:



Damien R. Arrula
Interim City Administrator

Attachments:

1. Amendment No. 5 to Exclusive Negotiating Agreement
2. Letter from Newport Equities, LLC requesting ENA extension (dated January 5, 2016)

FIFTH AMENDMENT TO EXCLUSIVE NEGOTIATION AGREEMENT

THIS FIFTH AMENDMENT TO EXCLUSIVE NEGOTIATION AGREEMENT ("Fifth Amendment") is entered into as of January 12, 2016 by and between the CITY OF PLACENTIA, a charter city and municipal corporation ("City") and NEWPORT EQUITIES, LLC, a California limited liability company ("Developer").

A. Recitals.

(i). City and Developer are parties to that certain Exclusive Negotiation Agreement executed May 29, 2014, as amended by that certain Amendment to Exclusive Negotiation Agreement dated December 16, 2014 (collectively, the "ENA"), concerning real property owned by City, located in the City of Placentia, County of Orange, California, as more particularly described in the ENA.

(ii). City and Developer now desire to amend the ENA in accordance with the terms of this Fifth Amendment.

(iii). All capitalized terms not otherwise specifically defined in this Fifth Amendment shall have meanings ascribed to such terms in the ENA.

B. Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Developer hereby agree as follows:

1. City and Developer agree to extend the ENA in good faith negotiations until March 15, 2016.

2. City and Developer ratify and confirm all terms, conditions and provisions of the ENA and agree that, except to the extent as specifically changed and modified by this Fifth Amendment and to the extent necessary to interpret the ENA in accordance with these changes and modifications, the ENA shall remain unchanged, unmodified and unaffected in each and every respect and in full force and effect.

3. This Fifth Amendment may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and such counterparts together constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document.

Facsimile and electronic transmission (e-mail) copies of this Fifth Amendment and the signatures thereon shall have the same force and effect as if the same were originals.

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

"City": CITY OF PLACENTIA,
a charter city and municipal corporation

By: _____
Name: Jeremy B. Yamaguchi
Its: Mayor

Attest:

By: _____
Patrick J. Melia
City Clerk

Approved as to Form:

By: _____
Christian L. Bettenhausen
City Attorney

"Developer": NEWPORT EQUITIES, LLC
a California limited liability company

By: _____
Name: Mark J. Kerslake
Its: Chief Executive Officer

January 5, 2016

Mr. Damien Arrula
Acting City Administrator
401 E. Chapman Avenue
Placentia, CA 92870

via email

RE: ENA Extension

Damien,

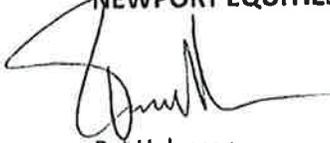
We would like to request that the City calendar the extension of the ENA for the consent of City Council on or before its January 15, 2016 expiration.

As you know, we have been making significant progress on finalizing the various requests you have made with respect to amending the Purchase Agreement. Among the changes are increasing the deposit and accelerating our Due Diligence Period, as well as the very challenging and, yet unresolved, issue of OCTA's request that we agree in the Purchase Agreement to Temporary Construction Easements (TCE's) over the property. The TCE's are particularly challenging as they could impact the construction schedule.

I believe that we are close to finalizing the various revisions, but as of our conference call today and yesterday as well, the Purchase Agreement is not finalized. As such, I think a 30 or up to 60 day extension will be required to the ENA to finalize the Purchase Agreement.

Thank you,

NEWPORT EQUITIES, LLC



Pat Helgeson
Vice President

cc: Mark J. Kerslake, CEO



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: INTERIM CITY ADMINISTRATOR

FROM: PUBLIC WORKS MANAGER

DATE: JANUARY 12, 2016

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT WITH JOHN L. HUNTER AND ASSOCIATES, INC., FOR NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) CONSULTING SERVICES**

FISCAL

IMPACT: EXISTING FUNDS ARE BUDGETED IN THE FISCAL YEAR (FY) 2015-16 OPERATING BUDGET TO PROVIDE THESE SERVICES THROUGH JUNE 30, 2016. FUNDS WILL BE BUDGETED IN THE FY 2016-17 OPERATING BUDGET TO CONTINUE PROVIDING THESE SERVICES THROUGH THE END OF THE PROPOSED CONTRACT TERM OF JUNE 30, 2017.

SUMMARY

The most recent National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System (NPDES MS4) Permit for the Santa Ana Region of Orange County was adopted on May 22, 2009. These permits are updated every five years, and the new permit is expected to be adopted by February 2016. The new iteration of the Santa Ana MS4 permit will include revisions to the current regulations. As a result of the new regulations, the City will be tasked with additional regulatory program management and development.

John L. Hunter and Associates, Inc. (JLHA) has been providing professional consulting assistance to several other Orange County Cities within the Santa Ana Region for many years. Since 2013, the City has utilized the services of JLHA to conduct the City's Industrial/Commercial Facilities Inspection Program. In February 2014, JLHA services were expanded to assist in other MS4 NPDES permit and program management tasks due to limited staffing resources. This included completing the annual report (known as the Program Effectiveness Assessment), conducting annual trainings, advising City Staff, and representing the City as necessary at countywide meetings. In addition, JLHA has been involved in the development of the new permit and has extensive experience managing the City's NPDES program.

RECOMMENDATION:

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

1. Approve a Professional Services Agreement with John L. Hunter and Associates, Inc. for an amount not to exceed \$72,473 for NPDES consulting services from January 12, 2016 to June 30, 2017;

1.b.

January 12, 2016

2. Authorize the Interim City Administrator to execute all necessary documents, in a form approved by the City Attorney; and
3. Authorize the Interim City Administrator to extend the term of the agreement for two (2) additional one-year extensions based on consultant performance and at the discretion of the City.

DISCUSSION:

In accordance with Federal and State clean water regulations, all Orange County cities must comply with National Pollutant Discharge Elimination System (NPDES) MS4 permit requirements. The Federal Clean Water Act of 1972 created the NPDES for the purpose of reducing and preventing pollutants from discharging into streams, creeks, rivers and ultimately the ocean, which are considered waters of the United States. The NPDES encompasses a regulatory permit program authorizing State governments through the Federal Environmental Protection Agency to regulate pollutant discharges into these waters. In accordance with these regulations, all California Cities must comply with NPDES regulations as outlined by the State Regional Water Quality Control Board. The State is divided into multiple NPDES regions, and the City of Placentia falls within the Santa Ana Region. Each region maintains its own Municipal Separate Storm Sewer System (MS4) permit which provides the regulatory framework from which each City as a co-permittee must adhere to. The current MS4 permit for the Santa Ana Region was adopted on May 22, 2009, and these permits are updated every five years. The next iteration of the Santa Ana MS4 permit is anticipated to be adopted by February 2016, and will include modifications to existing regulations that will result in new regulatory requirements the City will need to enforce and comply with.

The regulations co-permittees must comply with and enforce are extensive and burdensome. The City's NPDES program requires extensive program management and development. In addition to ensuring that the City's municipal activities comply with permit regulations, the City is required to conduct significant public outreach, review and analyze private development project impacts on storm water quality, inspect private commercial and industrial activities, water quality monitoring and reporting, investigate illicit discharges, and inspect construction sites.

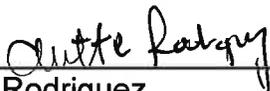
As a result of the extensive regulatory burden the NPDES program creates on City staffing resources, the City of Placentia, along with most other Cities in Orange County and the State rely on professional consulting assistance to help manage their programs as well as provide inspection services. Since 2013, John L. Hunter and Associates (JLHA) has provided the City with professional NPDES consulting services and staff augmentation relative to managing the City's Industrial/Commercial Facilities Inspection Program. As a result of limited City staffing resources, JLHA's work scope was expanded in 2014 to assist with additional permit and program management tasks.

The existing agreement with JLHA has expired and staff proposes to enter into a new agreement with JLHA as it is very familiar with every facet of the City's NPDES program. In addition, JLHA provides these services to several other Orange County Cities located within the

Santa Ana Region and it has also been involved with the development of the updated Santa Ana Region MS4 permit due to be adopted in February 2016. JLHA's understanding of the new permit will be a valuable resource to the City in ensuring full compliance with the new regulatory requirements.

The initial term of the proposed time and materials agreement will be for a total of eighteen (18) months from January 12, 2016 through June 30, 2017 with two (2) potential one-year extensions based on performance and at the discretion of the Interim City Administrator. Staff proposes to cycle the contract term to coincide with the City's fiscal year calendar and in conjunction with the annual budget preparation process. Existing funds are budgeted in the FY 2015-16 Operating Budget to continue providing these services through June 30, 2016. Funds will be budgeted in the FY 2016-17 Operating Budget to continue providing these services through the end of the proposed contract term of June 30, 2017.

Prepared by:



Ivette Rodriguez
Management Analyst

Reviewed and Approved:



Luis Estevez
Public Works Manager

Reviewed and Approved:



Damien R. Arrula
Interim City Administrator

Attachment:

1. Professional Services Agreement between the City of Placentia and John L. Hunter and Associates, Inc. (JLHA) for National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System (NPDES MS4).

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH JOHN L. HUNTER & ASSOCIATES, Inc.**

THIS AGREEMENT is made and entered into this 12th day of January, 2017("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and JOHN L. HUNTER & ASSOCIATES, a California corporation ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide environmental consulting services, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Consultant's Proposal attached hereto as Exhibit "A" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. Officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Administrator or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

Consultant shall, in all solicitations and advertisements for employees placed by, or on behalf of Consultant shall state that all qualified applicants will receive consideration for employment without regard to age, race, color, religion, sex, marital status, national origin, or mental or physical disability. Consultant shall cause the paragraphs contained in this Section to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be

returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A." Consultant's total compensation shall not exceed Seventy-Two, Four Hundred Seventy-Three Thousand Dollars (\$ 72,473.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "SCOPE OF SERVICES", an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services. Such increase in additional fees shall be limited to 25% of the total contract sum or \$25,000 whichever is more. The City Engineer is authorized to approve a Change Order for such additional services.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Work Plan and Schedule approved by City as set forth in Exhibit "A." The Work Plan and Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 18 months, ending on June 30, 2017, with two potential one-year extensions available based on consultant performance and at the discretion of the City Administrator. The term of the unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

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

The City shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

- a. Be adjudged a bankrupt;
- b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;
- c. Make a general assignment for the benefit of creditors;
- d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;
- e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or
- f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed

work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Broad-form commercial general liability, in a form at least as broad as ISO form #CG 00 01 11 88, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of \$1,000,000 per accident. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

Before execution of this Agreement by the City, the Consultant shall file with the Public Works Director/City Engineer the following signed certification:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the Public Works Director/City Engineer before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

Neither the CITY nor any of its elected or appointed officials, officers, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by Consultant under this Agreement are adequate to protect Consultant. If Consultant believes that any such insurance coverage is insufficient, Consultant shall provide, at its own expense, such additional insurance as Consultant deems adequate.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Placentia, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a

form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "B" and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Administrator or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decision, which must be made by City, to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement and who shall not be changed by Consultant without the express written approval by the City. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

John L. Hunter & Associates, Inc.
6131 Orangethorpe Ave, Ste. 300
Buena Park, CA 90620
Tel: 562-802-7880
Attn: Cameron McCulloch

IF TO CITY:

City of Placentia
401 E. Chapman
Placentia, CA 92870
Tel: 714-993-8120
Fax: 714-528-4640
Attn: Luis Estevez

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California. Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other

indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use

of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF PLACENTIA,
A municipal corporation

Mayor

Date: _____

CONSULTANT

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

ATTEST:

City Clerk and ex-officio Clerk
of the City of Placentia

APPROVED AS TO FORM:

City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Risk Management

Date: _____

APPROVED AS TO CONTENT:

Project Manager

Date: _____

EXHIBIT A
CONSULTANT'S PROPOSAL

EXHIBIT B
CERTIFICATES OF INSURANCE



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: INTERIM CITY ADMINISTRATOR

FROM: CONTRACT CITY PLANNER

DATE: JANUARY 12, 2016

SUBJECT: **ZONING CODE AMENDMENT ZCA-2015-05, RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE PROHIBITING MARIJUANA CULTIVATION**

FISCAL IMPACT: NONE

SUMMARY:

In response to three new bills that were signed into law by Governor Jerry Brown on October 9, 2015 related to regulation of medical marijuana with the State of California, City Staff and the City Attorney's office reviewed the current zoning ordinance related to prohibition of marijuana cultivation within the City of Placentia ("City"). Staff recommends an amendment to the zoning ordinance to make explicit the fact that cultivation of marijuana and/or medical marijuana is prohibited in the City.

To that end, Staff has prepared an ordinance for expressly prohibiting such activity. In accordance with state and local law, the attached ordinance is presented to the Planning Commission for consideration. It is important to note that the proposed amendment is merely preserving the City's current prohibition of marijuana cultivation throughout the City, thereby maintaining local control. In addition, adoption of the proposed amendment expressly prohibiting marijuana cultivation does not limit the City's authority to adopt future regulations pertaining to marijuana cultivation or other marijuana related uses.

RECOMMENDATION:

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

1. Open the Public Hearing concerning Zoning Code Amendment ZCA-2015-05; and
2. Receive the Staff Report and consider all Public Testimony; and
3. Close the Public Hearing; and
4. Find that the project is Catorgically Exempt Pursuant to the California Environmental Quality Act of 1970, as amended, the Guideline promulgated thereunder (14 CCR § 15303) and Placentia Environmental Guidelines; and

2.a.

January 12, 2016

5. Find that the proposed amendment is merely preserving the City's current prohibition of marijuana cultivation throughout the City. Adoption of the proposed amendment expressly prohibiting marijuana cultivation within the City is recommended for the express and specific purpose of preserving the City's authority to ban and/or adopt future regulations pertaining to marijuana cultivation as is required by California Health and Safety Code section 11372.777(c)(4), effective January 1, 2016; and
6. Waive full reading, by title only, and introduce for first reading, Ordinance O-2016-01, an ordinance of the City Council of the City of Placentia, California, adding Chapter 23 to the City of Placentia City Municipal Code prohibiting marijuana cultivation.

BACKGROUND:

In the State of California, cities have the authority to adopt and enforce local laws so long as they are not in conflict with state or federal law. On the basis of this authority, the City has adopted a zoning ordinance that provides the permissible uses of and development standards for all land within the City's boundaries. To this end, the City has adopted a host of 'use classifications,' which define uses within the City. Under the zoning ordinance, a use classification not listed within a given zoning district is prohibited, unless otherwise authorized by the zoning administrator.

Neither indoor, nor outdoor cultivation of marijuana is found among the use classifications approved by the City. It is thus currently prohibited. The proposed ordinance prohibiting marijuana cultivation, however, will make the prohibition explicit. Until such time as the City may elect to regulate marijuana cultivation locally, it is in the best interest of the health and safety of the public to prohibit marijuana cultivation within the jurisdiction of the City.

The unregulated cultivation of marijuana can adversely affect the health, safety and well-being of the City and its residents. Comprehensive regulation of premises used for marijuana cultivation is proper and necessary to avoid the risks of criminal activity, degradation of the natural environment, smells and indoor electrical fire hazards that may result from unregulated marijuana cultivation, especially if the amount of marijuana cultivated on a single premises is not regulated and substantial amounts of marijuana can be cultivated in a concentrated place.

STATE LAW GOVERNING MARIJUANA CULTIVATION

The laws governing medical marijuana cultivation, sale, and use in California have evolved rapidly, and are presently in flux at the state level. As has been widely reported in the media, the State of California is attempting to create a new statewide framework to regulate medical marijuana cultivation, sale, and use (see AB 243 (Wood), AB 266 (Bonta, Cooley, Jones-Sawyer, Lackey, and Wood), and SB 643 (McGuire)). These efforts are partially an acknowledgment of the confusion and lack of uniform regulation created in the wake of Proposition 215 (1996), which enacted the Compassionate Use Act, and passage of the Medical Marijuana Program Act of 2003. All three of these bills have been passed by the Legislature and

were signed by Governor Brown on October 9, 2015. Their passage significantly affects the City's regulation of this subject.

Generally, the new laws continue to recognize the power of local governments to regulate marijuana cultivation. However, under AB 243, the State Department of Food and Agriculture will establish a 'Medical Cannabis Cultivation Program,' which will be administered by the Department's secretary "except as specified in subdivision (c)" and will administer the new state laws pertaining to the cultivation of medical marijuana. Under subdivision (c):

If a city ... does not have land use regulations or ordinances regulating or prohibiting the cultivation of marijuana, either expressly or otherwise under principles of permissive zoning, or chooses not to administer a conditional permit program pursuant to this section, then commencing March 1, 2016, the [State Department of Food and Agriculture] shall be the sole licensing authority for medical marijuana cultivation applicants in that city... (Health & Safety Code § 11362.777(c) (4).)

Since this new framework has been signed into law, it is appropriate that the City ensure its prohibition on the cultivation of marijuana is clear, so there is no question of the need for the State to act as the only licensing authority under the new laws¹. **ANALYSIS**

ZONING ORDINANCE AMENDMENT FINDINGS

In order to approve an amendment to the municipal code, the Planning Commission is required to make findings as follows:

- 1. The proposed amendment will not be detrimental to the health, safety or general welfare of the persons residing or working within the neighborhood of the proposed amendment or within the City.*

The proposed amendment is merely preserving the City's current prohibition of marijuana cultivation throughout the City. Adoption of the proposed amendment *expressly* prohibiting marijuana cultivation with the City is recommended for the express and specific purpose of preserving the City's authority to ban and/or adopt future regulations pertaining to marijuana cultivation as is required by California Health and Safety Code section 11372.777(c)(4), effective January 1, 2016.

- 2. The proposed amendment will not be injurious to property or improvements within the neighborhood or within the City.*

¹ Notwithstanding the foregoing, it should be noted that this new legislation could be overturned by the voters. The Secretary of State has recently announced that an initiative to amend the California Constitution with regard to medical marijuana issues has been cleared for circulation. According to the State Attorney General's summary, if passed, the initiative would, among other things, bar "state and local laws that restrict patients' ability to obtain, *cultivate*, or transport medical marijuana, including concentrated cannabis, in any way that does not apply equally to other plants." (Emphasis added.) A second marijuana initiative to amend the State Constitution ("The Control, Regulate and Tax Cannabis Act of 2016") was just submitted to the state Attorney General on October 5th and would likewise impact local regulation of cultivation. While there is no way of predicting whether either of these initiatives (or another that has not yet surfaced) might pass, it is certain the City will need to continue to monitor and revise regulations governing marijuana.

The proposed amendment is merely preserving the City's current prohibition of marijuana cultivation throughout the City. Adoption of the proposed amendment *expressly* prohibiting marijuana cultivation with the City is recommended for the express and specific purpose of preserving the City's authority to ban and/or adopt future regulations pertaining to marijuana cultivation as is required by California Health and Safety Code section 11372.777(c)(4), effective January 1, 2016.

3. The proposed amendment will be consistent with the latest adopted general plan.

The proposed amendment is merely preserving the City's current prohibition of marijuana cultivation throughout the City. Adoption of the proposed amendment *expressly* prohibiting marijuana cultivation with the City is recommended for the express and specific purpose of preserving the City's authority to ban and/or adopt future regulations pertaining to marijuana cultivation as is required by California Health and Safety Code section 11372.777(c)(4), effective January 1, 2016.

PLANNING COMMISSION RECOMMENDATION:

On December 8, 2015 the Planning Commission adopted Resolution PC-2015-20, A Resolution Recommending that the City Council Adopt An Ordinance Prohibiting Marijuana Cultivation.

CEQA:

Pursuant to Section 15061(b) (3) of the Guidelines for the Implementation of the California Environmental Quality Act (CEQA) of 1970, as amended, the adoption of the ordinance amendments contemplated by the proposed ordinance (the "Project") is exempt from environmental review as there is no possibility that the Project would have a significant effect on the environment given that the proposed amendments simply clarify existing prohibitions on the outdoor cultivation of marijuana in the City.

PUBLIC NOTICE

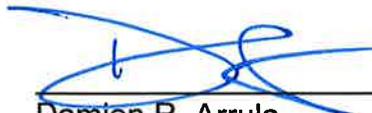
Public contact was made through posting of the Planning Commission Agenda on the City's official notice bulletin board, posting of the agenda and staff report on the City's web page, and availability of the agenda and staff report in the City Clerk's office, located at 401 E. Chapman Ave. Placentia, CA 92870, and at the Placentia Police Department. In addition, notice through publication in the Placentia News-times was posted on November 27, 2015.

Prepared by:



Charles L. Rangel
Contract City Planner

Reviewed and Approved:



Damien R. Arrula
Interim City Administrator

Review and Approved by:



ps Yolanda Summerhill
Deputy City Attorney *(previously reviewed
& approved)*

Attachment:

1. Ordinance O-2016-01

ORDINANCE NO. O-2016-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, ADDING CHAPTER 23 TO THE CITY OF PLACENTIA CITY MUNICIPAL CODE PROHIBITING MARIJUANA CULTIVATION

WHEREAS, the City of Placentia, pursuant to its police power, may adopt regulations to protect the health, safety and welfare of the public, Cal. Const. art. XI, § 7, Cal. Govt. Code § 37100, and thereby is authorized to declare what use or condition constitutes a public nuisance; and

WHEREAS, Section 38771 of the California Government Code authorizes the City through its legislative body to declare actions and activities that constitute a public nuisance; and

WHEREAS, in 1970, Congress enacted the Controlled Substances Act (21 U.S.C. Section 801 et seq.) which, among other things, makes it illegal to import, manufacture, distribute, possess, or use marijuana for any purpose in the United States and further provides criminal penalties for marijuana possession, cultivation and distribution; and

WHEREAS, the People of the State of California have enacted Proposition 215, the Compassionate Use Act of 1996 (codified at Health and Safety Code Section 11362.5 et seq.) (the "CUA"), which exempts qualified patients and their primary caregivers from criminal prosecution under enumerated Health and Safety Code sections for use of marijuana for medical purposes; and

WHEREAS, the California Legislature enacted Senate Bill 420 in 2003, the Medical Marijuana Program Act (codified at Health and Safety Code Section 11362.7 et seq.) (the "MMPA"), as amended, which created a state-wide identification card scheme for qualified patients and primary caregivers; and

WHEREAS, on October 11, 2015, the Governor signed into law Senate Bill 643, Assembly Bill 266, and Assembly Bill 243, collectively referred to as the Medical Marijuana Regulation and Safety Act ("MMRSA"), effective January 1, 2016, which establishes a state licensing system for medical marijuana cultivation, manufacturing, delivery, and dispensing, regulating these activities with licensing requirements and regulations that are only applicable if cities and counties also permit marijuana cultivation, manufacturing, dispensing, and delivery within their jurisdictions. Under the MMRSA, cities and counties may continue to ban medical marijuana cultivation, manufacturing, dispensing, and delivery, in which case the new law would not allow or permit these activities within the cities and counties; and

WHEREAS, notwithstanding the CUA, the MMPA, and the MMRSA, marijuana remains a Schedule I substance pursuant to Cal. Health & Saf. Code § 11054 (d)(13); and

WHEREAS, marijuana also remains a Schedule I substance pursuant to federal law, 21 U.S.C. § 812, Schedule 1 (c)(10), and federal law does not provide for any medical use defense or exception (Gonzales v. Raich, 545 U.S. 1 (2005); United States v. Oakland Cannabis Buyers' Coop., 532 U.S. 483 (2001)); and

WHEREAS, the California Supreme Court has established that neither the CUA nor the MMPA preempt local regulation in the case of City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc., 56 Cal. 4th 729 (2013); and

WHEREAS, the MMRSA expressly allows cities and counties to ban marijuana cultivation consistent with current state law including the City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc., 56 Cal. 4th 729 (2013);

WHEREAS, the MMRSA provides that if a city, county, or city and county does not have land use regulations or ordinances regulating or prohibiting the cultivation of marijuana, either expressly or otherwise under the principles of permissive zoning, or chooses not to administer a conditional permit program pursuant to the MMRSA, then commencing March 1, 2016, the state will be the sole licensing authority for medical marijuana cultivation applicants (Health & Safety Code section 11372.777(c)(4));

WHEREAS, the City intends by the adoption of this ordinance to prohibit marijuana cultivation within the City for the express and specific purpose of preserving the City's authority to ban and/or adopt future regulations pertaining to marijuana cultivation as is required by California Health and Safety Code section 11372.777(c)(4), effective January 1, 2016, added by the MMRSA; and

WHEREAS, the City of Placentia's Municipal Code does not prohibit marijuana cultivation as a permitted use in any zone in the City; and

WHEREAS, the City Council of the City of Placentia finds that, until such time as the City may elect to regulate marijuana cultivation, it is in the interest of the health, safety and welfare of the City to make explicit that marijuana cultivation is prohibited anywhere in the City and is a public nuisance per se; and

WHEREAS, the City Council finds that the cultivation of marijuana has the potential to significantly impact the City's jurisdiction. These impacts include the following:

- A. The unregulated cultivation of marijuana can adversely affect the health, safety and well-being of the city and its residents. Comprehensive regulation of premises used for marijuana cultivation is proper and necessary to avoid the risks of criminal activity, degradation of the natural environment, smells and indoor electrical fire hazards that may result from unregulated marijuana cultivation, especially if the amount of marijuana cultivated on a single premises is not regulated and substantial amounts of marijuana can be cultivated in a concentrated place.

- B. The indoor cultivation of substantial amounts of marijuana, without regulation, also frequently requires excessive use of electricity, which often creates an unreasonable risk of fire from the electrical grow lighting systems used in indoor cultivation.
- C. Children are particularly vulnerable to the effects of marijuana use, and the presence of marijuana plants has proven to be an attractive nuisance for children, creating an unreasonable hazard in areas frequented by children including hospitals, schools, church parks or playgrounds, childcare centers, recreation centers or youth centers. Cultivation of any amount of marijuana at, or near these sensitive uses presents unique risks that the marijuana plants may be observed by juveniles, and therefore be especially vulnerable to theft or recreational consumption by juveniles. Further, the potential for criminal activities associated with marijuana cultivation in such locations poses heightened risks that juveniles will be involved or endangered. Therefore, cultivation of any amount of marijuana in such locations or premises, without regulation, is especially hazardous to public safety and welfare, and to the protection of children and the person(s) cultivating the marijuana plants.
- D. The cultivation of marijuana in other cities has resulted in calls for service to the police department, including calls for robberies thefts, and physical assaults from marijuana that is grown both indoors and outdoors.

WHEREAS, the City of Placentia, California, pursuant to the provisions of the California Environmental Quality Act (hereinafter "CEQA") (California Public Resources Code Sections 21000 et seq.) and State CEQA guidelines (Sections 15000 et seq.) has determined that the Ordinance is exempt pursuant to Sections 15061(b)(3) and 15308 of Title 14 the California Code of Regulations; and

WHEREAS, the City Council finds that the provisions of this Ordinance are consistent with the City of Placentia's General Plan; and

WHEREAS, the City Council finds that this Ordinance will not adversely affect property values and will not be detrimental to the City; and

WHEREAS, on December 16, 2015, following proper notice and public hearing, the City's Planning Commission adopted Resolution No. 2015-20 recommending to the City Council the adoption of an Ordinance amending Title 23 of the Placentia Municipal Code related to marijuana cultivation; and

WHEREAS, the City Council has considered evidence presented by the Planning Commission and City Staff at a duly noticed public hearing held on December 16, 2015; and

WHEREAS, all legal prerequisites prior to the adoption of this ordinance have occurred.

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

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

SECTION 2: Chapter 23.46 is hereby added to the Placentia Municipal Code to read as follows:

Chapter 23.46. Marijuana Cultivation

23.46.010. Purpose.

The City Council of the City Placentia hereby finds and determines that it is the purpose and intent of this article to prohibit marijuana cultivation, in order to promote the health, safety, morals and general welfare of the residents and the businesses within the City by maintaining local control over the ability to authorize and regulate marijuana-related businesses, including cultivation.

23.46.020. Applicability.

- A. Nothing in this article is intended, nor shall it be construed, to burden any defense to criminal prosecution under the CUA.
- B. All the provisions of this article shall apply to all property, public and private, within the City.
- C. All the provisions of this article shall apply indoors and outdoors.

23.46.030. Definitions.

The following definitions apply to this chapter:

- A. "Marijuana" shall have the same definition as that set forth in California Health & Safety Code Section 11018.
- B. "Medical marijuana" shall mean marijuana used for medical purposes in accordance with California Health and Safety Code section 11362.5.
- C. "Marijuana cultivation" shall mean the planting, growing, harvesting drying or processing of marijuana plants or any part thereof for any purpose, including medical marijuana, and shall include both indoor and outdoor cultivation.

- D. "Person" shall mean any person, firm, corporation, association, club, society, or other organization. The term person shall include any owner, manager, proprietor, employee, volunteer and/or salesperson.

23.46.040. Cultivation of marijuana prohibited.

Marijuana cultivation by any person, including primary caregivers, qualified patients and dispensaries, is prohibited throughout the City of Placentia.

23.46.050. Declaration of public nuisance.

Any use, structure, or property that is altered, enlarged, erected, established, maintained, moved, or operated contrary to the provisions of this article, is hereby declared to be unlawful and a public nuisance and may be abated by the city through civil, criminal, and/or administrative proceedings by means of a restraining order, preliminary or permanent injunction, or in any other manner provided by law for the abatement of such nuisances.

23.46.060. Violations.

- A. Violations of this article shall be punishable pursuant to Chapter 1.08 of the City of Placentia Municipal Code.
- B. This article is not the exclusive means for the abatement of marijuana dispensaries within the City of Placentia. The remedies set forth pursuant to this section shall be in addition to any other existing remedies for violations of the Municipal Code, including but not limited to, any action at law or equity.

SECTION 3: Any provision of the Placentia Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to effect the provisions of this Ordinance.

SECTION 4: Should any provision of this Ordinance, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise void, that determination shall have no effect on any other provision of this Ordinance or the application of this Ordinance to any other person or circumstance and, to that end, the provisions hereof are severable. The City Council of the City of Placentia declares that it would have adopted all the provisions of this ordinance that remain valid if any provisions of this ordinance are declared invalid.

SECTION 5: The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published and posted pursuant to the provisions of law in that regard and this Ordinance shall take effect 30 days after its final passage.

Passed and adopted on this 12th day of January, 2016.

Jeremy B. Yamaguchi, Mayor

ATTEST:

Patrick J. Melia, City Clerk

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

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 on the 12th day of January, 2016, and was finally adopted at a regular meeting held on the ___ day of _____, by the following vote.

AYES:
NOES:
ABSENT:
ABSTAIN:

Patrick J. Melia, City Clerk

Approved as to Form:

Christian L. Bettenhausen, City Attorney



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: INTERIM CITY ADMINISTRATOR
FROM: CHIEF FINANCIAL OFFICER
DATE: JANUARY 12, 2016
SUBJECT: **OCTOBER 2015 TREASURER'S REPORT (PRELIMINARY)**
FISCAL
IMPACT: NONE

SUMMARY:

The Finance Department has prepared a monthly Treasurer's Report for the month of October 2015. The Treasurer's Report includes all investments managed by the City and investments held by trustees.

RECOMMENDATION:

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

1. Receive and file the October 2015 Treasurer's Report (Preliminary).

DISCUSSION:

Government Code § 53646 states that the Treasurer or Chief Financial Officer of the City may render a report on investments at least quarterly to the legislative body. The attached Treasurer's Report reflects the City's investment portfolio for the month of October 2015. The City Treasurer has reviewed and signed the attached report.

Submitted by:

Handwritten signature of Linda G. Magnuson in blue ink.

Linda G. Magnuson
Chief Financial Officer

Reviewed and Approved:

Handwritten signature of Damien R. Arrula in blue ink.

Damien R. Arrula
Interim City Administrator

Attachments:

1. October 2015 Treasurer's Report (Preliminary)

3.a.

January 12, 2016

City of Placentia

CITY TREASURER'S REPORT

**OCTOBER 2015
(PRELIMINARY)**

Fiscal Year 2015-16



**CITY OF PLACENTIA TREASURER'S REPORT
SUMMARY OF CASH & INVESTMENTS
AS OF OCTOBER 31, 2015 (Preliminary)**

CASH & INVESTMENTS HELD BY CITY				
	Percent of Portfolio	Current Yield	Cost	Market Value
<u>Invested</u>				
Local Agency Investment Fund	73.26%	0.32%	\$ 5,007,719.01	\$ 5,007,719.01
<u>Non-Invested</u>				
Checking Accounts	26.74%		\$ 1,828,014.93	\$ 1,828,014.93
Total Cash & Investments Held by City	100.00%		\$ 6,835,733.94	\$ 6,835,733.94

CASH & INVESTMENTS HELD BY FISCAL AGENT				
	Percent of Portfolio	Current Yield	Cost	Market Value
Money Market Mutual Funds & Treasury Obligations	100.00%		\$ 1,407,917.69	\$ 1,407,917.69
Total Cash & Investments Held by FA	100.00%		\$ 1,407,917.69	\$ 1,407,917.69

TOTAL CASH AND INVESTMENTS	
Cash & Investments Held by City and Fiscal Agent - Market Value	\$ 8,243,651.63

CITY OF PLACENTIA TREASURER'S REPORT

**CASH AND INVESTMENT DETAIL - CITY
AS OF OCTOBER 31, 2015 (Preliminary)**

HELD BY CITY							
Agency	Investment Description	Coupon Rate	Current Yield	Purchase Date	Maturity Date	Purchase Price	Market Value
CASH:							
Bank of America - General Checking	Account No. 143128-0221	N/A	N/A	Varies	On Demand	\$ 1,790,932.84	\$ 1,790,932.84
Bank of America - Workers' Comp	Account No. 143188-0525	N/A	N/A	Varies	On Demand	\$ 21,842.77	\$ 21,842.77
Bank of America - Healthcare	Account No. 143138-0513	N/A	N/A	Varies	On Demand	\$ 15,239.32	\$ 15,239.32
Total Cash						\$ 1,828,014.93	\$ 1,828,014.93
INVESTMENTS:							
Local Agency Investment Fund	City Account No. 98-30-678	N/A	0.32%	Varies	On Demand	\$ 5,007,719.01	\$ 5,007,719.01
TOTAL CASH & INVESTMENTS HELD BY CITY						\$ 6,835,733.94	\$ 6,835,733.94



CITY OF PLACENTIA TREASURER'S REPORT
INVESTMENT DETAIL - HELD BY FISCAL AGENT
AS OF OCTOBER 31, 2015 (Preliminary)

HELD BY FISCAL AGENT						
Agency	Investment Description	Current Yield	Purchase Date	Maturity Date	Purchase Price	Market Value
2011 Gas Tax Certificates of Participation						
Wells Fargo	Wells Fargo Money Market	0.03%	N/A	N/A	\$ 485,281.73	\$ 485,281.73
2003 Certificate of Participation						
US Bank	US Bank Money Market	0.03%	N/A	N/A	\$ 483,527.25	\$ 483,527.25
2013 Tax Allocation Refunding Bond						
US Bank	First American Treasury Fund	0.01%	N/A	N/A	\$ 10.35	\$ 10.35
2009 Lease Revenue Bond						
US Bank	US Bank Money Market	0.03%	N/A	N/A	\$ 439,098.36	\$ 439,098.36
TOTAL INVESTMENTS HELD BY FISCAL AGENT					\$ 1,407,917.69	\$ 1,407,917.69

CITY OF PLACENTIA TREASURER'S REPORT



CASH BALANCES

AS OF OCTOBER 31, 2015 (Preliminary)

CITY		
101	General Fund	(1,964,457.68)
115	Economic Uncertainty	500,000.00
201	Utility User Tax	284,101.96
205	State Gas Tax	755,541.78
206	Gas Tax Bond Fund	-
207	Housing Authority	5,986.68
210	Measure M	726,208.50
211	PEG Fund	249,338.67
215	Air Quality Management	360,229.46
225	Asset Seizure	386,491.43
226	Traffic Offender Fund	53,041.71
230	Supplemental Law Enforcement	44,456.51
235	Park Development	340,559.06
240	Sewer Construction	19,602.80
241	Public Safety Mitigation Fee	185,061.00
245	Storm Drain Construction	51,354.09
250	Thoroughfare Construction	96,885.61
260	Street Lighting District	(89,527.27)
261	Public Safety CFD 2014-01	3,494.48
265	Landscape Maintenance	57,696.97
270	CDBG Fund	127,117.38
275	Sewer Maintenance	2,236,032.29
280	Miscellaneous Grants	279,966.47
401	City Capital Projects	608,548.47
501	Refuse Administration	(774,502.26)
505	CNG Fueling Station	569,701.62
601	Employee Health & Welfare	(899,874.46)
605	Risk Management	1,786,645.36
610	Equipment Replacement	103.14
615	Information Technology	8,879.00
701	Special Deposits	564,169.82
705	H.C.D. Rehabilitation Loans	-
715	Community Facilities District	11,673.77
	Sub-Total	<u>6,584,526.36</u>
SUCCESSOR AGENCY TO THE RDA		
208	Successor Agency Retirement Fund	(150,352.92)
POOLED CASH		
105	Pooled Cash (Investments)	(5,007,719.01)
	TOTAL CASH	<u>\$ 1,426,454.43</u>

City of Placentia
Changes in Cash Balances
October 31, 2015 (Preliminary)

RPT FUND	Data FUND	FUND	CASH BALANCE		RECEIPTS	DISBURSEMENTS	YEAR END & TRANSFERS		CASH BALANCE
			9/30/2015	10/31/2015			IN/(OUT)	10/31/2015	
101	10	GENERAL FUND	(875,963.03)	922,878.81	(2,004,372.14)	(7,001.32)	(1,964,457.68)		
115	13	ECONOMIC UNCERTAINTY	500,000.00	-	-	-	500,000.00		
201	16	UTILITY TAX FUND	-	284,101.96	-	-	284,101.96		
205	17	GAS TAX	661,191.75	94,350.03	-	-	755,541.78		
206	52	GAS TAX BOND FUND	-	-	-	-	-		
207	53	HOUSING AGENCY	5,311.68	675.00	-	-	5,986.68		
208	54	SUCCESSOR AGENCY FUND	(149,636.82)	-	(716.10)	-	(150,352.92)		
210	18	MEASURE "M"	739,554.71	-	(13,346.21)	-	726,208.50		
211	58	PEG FUND	255,001.39	-	(5,662.72)	-	249,338.67		
215	19	AIR QUALITY FUND	347,225.67	20,000.00	(6,996.21)	-	360,229.46		
225	21	ASSET SEIZURE FUND	455,271.41	-	(68,779.98)	-	386,491.43		
226	51	TRAFFIC OFFENDER FUND	52,397.71	644.00	-	-	53,041.71		
230	22	COPS/SUPPL LAW ENFORCEMENT	27,807.48	16,649.03	-	-	44,456.51		
235	23	PARK DEVELOPMENT FUND	340,559.06	-	-	-	340,559.06		
240	24	SEWER CONSTRUCTION FUND	19,602.80	-	-	-	19,602.80		
241	57	PUBLIC SAFETY MITIGATION FUND	185,061.00	-	-	-	185,061.00		
245	25	STORM DRAIN CONSTRUCTION FUND	51,354.09	-	-	-	51,354.09		
250	26	THOROUGHFARE CONSTRUCTION	96,885.61	-	-	-	96,885.61		
260	28	PLACENTIA LIGHTING DISTRICT	(58,641.18)	197.47	(31,083.56)	-	(89,527.27)		
261	55	PUBLIC SAFETY CFD 2014-01	-	-	-	3,494.48	3,494.48		
265	29	LANDSCAPE MAINT. DISTRICT	101,162.35	572.34	(44,037.72)	-	57,696.97		
270	30	HOUSING & COMMUNITY DEVELOP.	127,117.38	-	-	-	127,117.38		
275	48	SEWER MAINTENANCE FUND	2,241,146.11	50,983.64	(56,097.46)	-	2,236,032.29		
280	50	MISC GRANTS	280,136.47	-	(170.00)	-	279,966.47		
401	33	CAPITAL PROJECTS FUND	707,805.46	-	(99,256.99)	-	608,548.47		
501	37	REFUSE FUND	(574,300.82)	21,539.13	(221,740.57)	-	(774,502.26)		
505	38	CNG FUELING STATION	569,701.62	-	-	-	569,701.62		
601	39	HEALTH & WELFARE INS.	(547,526.34)	234,277.44	(586,625.56)	-	(899,874.46)		
605	40	RISK MANAGEMENT	1,810,227.03	4,947.60	(28,529.27)	-	1,786,645.36		
610	41	EQUIPMENT REPLACEMENT FUND	32,500.01	-	(32,396.87)	-	103.14		
615	42	INFORMATION TECHNOLOGY FUND	8,879.00	-	-	-	8,879.00		
701	44	TRUST & AGENCY FUND	650,085.89	48,160.34	(136,343.13)	-	564,169.82		
705	45	HOUSING & COMMUNITY DEV. (T&A)	-	-	-	2,266.72	-		
715	47	COMMUNITY FAC. DISTRICT	-	17,768.25	(2,600.00)	(3,494.48)	11,673.77		
105	11	TOTAL ALL FUNDS	8,059,917.49	1,717,745.04	(3,338,754.49)	(4,734.60)	6,434,173.44		
		INVESTMENTS	(7,004,884.14)	2,000,000.00	(7,569.47)	4,734.60	(5,007,719.01)		
		TOTAL PER GENERAL LEDGER	\$1,055,033.35				\$1,426,454.43		



CITY OF PLACENTIA TREASURER'S REPORT
CERTIFICATION
AS OF OCTOBER 31, 2015 (Preliminary)

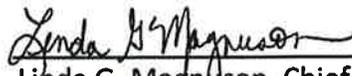
TREASURER'S REPORT

3 Month Projected Cash Requirements (November - January): \$9,605,000

3 Month Projected Cash Revenues (November - January): \$16,495,000

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

Submitted By:


Linda G. Magnuson, Chief Financial Officer

Approved By:


Kevin A. Larson, City Treasurer

CITY OF PLACENTIA TREASURER'S REPORT
DEFICIT CASH TRANSFERS
AS OF OCTOBER 31, 2015 (Preliminary)

DEFICIT CASH BALANCES

Fund	Deficit Amount	General Fund	Economic Uncertainty	Gas Tax	Sewer Maintenance	CNG Fueling	Risk Management	Total Funding Source
General Fund	(1,964,457.68)		500,000.00		97,512.43	569,701.62	797,243.63	1,964,457.68
Street Lighting District	(89,527.27)						89,527.27	89,527.27
Refuse Administration	(774,502.26)				774,502.26			774,502.26
Employee Health & Welfare	(899,874.46)						899,874.46	899,874.46
Successor Agency Retirement	(150,352.92)							
Total Transfers	(3,878,714.59)		500,000.00	-	872,014.69	569,701.62	1,786,645.36	3,728,361.67
		(1,964,457.68)	500,000.00	755,541.78	2,236,032.29	569,701.62	1,786,645.36	3,883,463.37
Cash Balance Before Transfer		(1,964,457.68)	-	755,541.78	1,364,017.60	-	-	155,101.70

ACCOUNT BALANCES

Month	BOA - Gen Chkg		BOA - Wkr Comp		BOA - Healthcare		WF - Rehab 1		WF - Rehab 2		L A I F		Total		Fiscal Agent		Total	
	143128-0221	143188-0525	143188-0525	143138-0513	143138-0513	7001183	7001183	7601008	7601008	Cash (per bank)	Cash & Invests	98-30-678	Cash + Inv + FA	USB & WF	Cash + Inv + FA			
Oct-2014	\$ 1,058,164.02	\$ 93,834.49	\$ 21,193.17	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,173,191.68	\$ 4,253,909.98	\$ 3,080,718.30	\$ 8,041,630.76	\$ 3,787,720.78	\$ 8,041,630.76			
Nov-2014	\$ 1,078,727.80	\$ 91,444.02	\$ 19,423.72	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,189,595.54	\$ 3,275,300.37	\$ 2,085,704.83	\$ 7,341,062.43	\$ 4,065,762.06	\$ 7,341,062.43			
Dec-2014	\$ 5,278,346.19	\$ 88,630.12	\$ 19,232.32	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,386,208.63	\$ 7,471,913.46	\$ 2,885,704.83	\$ 10,947,141.14	\$ 3,475,227.68	\$ 10,947,141.14			
Jan-2015	\$ 2,034,266.72	\$ 91,098.71	\$ 15,248.60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,140,614.03	\$ 11,227,891.74	\$ 9,087,277.71	\$ 14,594,233.28	\$ 3,356,341.54	\$ 14,594,233.28			
Feb-2015	\$ 662,011.67	\$ 99,109.06	\$ 14,940.05	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 776,060.78	\$ 10,863,338.49	\$ 10,087,277.71	\$ 14,073,871.72	\$ 3,210,533.23	\$ 14,073,871.72			
Mar-2015	\$ 2,323,962.22	\$ (1,070,775.27)	\$ 15,660.02	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,268,846.97	\$ 10,356,124.68	\$ 9,087,277.71	\$ 13,457,325.70	\$ 3,101,201.02	\$ 13,457,325.70			
Apr-2015	\$ 2,151,215.85	\$ 222,960.95	\$ 12,055.42	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,386,232.22	\$ 13,978,967.55	\$ 11,592,735.33	\$ 17,594,118.25	\$ 3,615,150.70	\$ 17,594,118.25			
May-2015	\$ 2,274,372.25	\$ 134,728.64	\$ 14,558.72	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,423,659.61	\$ 15,016,394.94	\$ 12,592,735.33	\$ 19,428,372.34	\$ 4,411,977.40	\$ 19,428,372.34			
Jun-2015	\$ 1,466,467.45	\$ 49,567.78	\$ 16,814.52	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,532,849.75	\$ 14,125,585.08	\$ 12,592,735.33	\$ 17,849,453.66	\$ 3,723,868.58	\$ 17,849,453.66			
Jul-2015	\$ 2,654,291.73	\$ 29,436.17	\$ 11,331.72	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,695,059.62	\$ 12,195,209.16	\$ 9,500,149.54	\$ 16,055,394.91	\$ 3,870,185.75	\$ 16,055,394.91			
Aug-2015	\$ 2,912,946.39	\$ 25,096.26	\$ 10,879.32	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,948,921.97	\$ 9,949,071.51	\$ 7,000,149.54	\$ 15,551,230.35	\$ 5,602,158.84	\$ 15,551,230.35			
Sep-2015	\$ 1,345,903.97	\$ 30,061.94	\$ 13,314.72	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,389,280.63	\$ 8,389,430.17	\$ 7,000,149.54	\$ 9,797,332.68	\$ 1,407,902.51	\$ 9,797,332.68			
Oct-2015	\$ 1,790,932.84	\$ 21,842.77	\$ 15,239.32	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,828,014.93	\$ 6,835,733.94	\$ 5,007,719.01	\$ 8,243,651.63	\$ 1,407,917.69	\$ 8,243,651.63			

1-MO. CHANGE IN VALUE

Month	BOA - Gen Chkg		BOA - Wkr Comp		BOA - Healthcare		WF - Rehab 1		WF - Rehab 2		L A I F		Total		Fiscal Agent		Total	
	143128-0221	143188-0525	143188-0525	143138-0513	143138-0513	7001183	7001183	7601008	7601008	Cash (per bank)	Cash & Invests	98-30-678	Cash + Inv + FA	USB & WF	Cash + Inv + FA			
Oct-2014	\$ (1,184,950.73)	\$ (1,828.55)	\$ 2,477.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,184,302.08)	\$ (1,184,302.08)	\$ -	\$ (1,184,302.08)	\$ 28.68	\$ (1,184,273.40)			
Nov-2014	\$ 20,563.78	\$ (2,390.47)	\$ (1,769.45)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,403.86	\$ (978,609.61)	\$ (995,013.47)	\$ (700,568.33)	\$ 278,041.28	\$ (3,606,078.71)			
Dec-2014	\$ 4,199,618.39	\$ (2,813.90)	\$ (191.40)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,196,613.09	\$ 3,755,976.28	\$ 7,001,572.88	\$ 3,637,092.14	\$ (590,534.38)	\$ 3,637,092.14			
Jan-2015	\$ (3,244,079.47)	\$ 2,468.59	\$ (3,983.72)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (3,245,594.60)	\$ (364,553.25)	\$ (1,000,000.00)	\$ (616,546.02)	\$ (118,896.14)	\$ (616,546.02)			
Feb-2015	\$ (1,372,255.05)	\$ 8,010.35	\$ (308.55)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 492,786.19	\$ (507,213.81)	\$ (1,000,000.00)	\$ (510,361.56)	\$ (145,808.31)	\$ (510,361.56)			
Mar-2015	\$ 1,961,950.55	\$ (1,169,894.33)	\$ 719.97	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,117,385.25	\$ 3,622,842.87	\$ 2,505,457.62	\$ 4,136,792.55	\$ 109,332.21	\$ 4,136,792.55			
Apr-2015	\$ (172,156.37)	\$ 1,293,736.22	\$ (3,604.60)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 37,427.39	\$ 1,037,427.39	\$ 1,000,000.00	\$ 1,834,254.09	\$ 513,949.68	\$ 1,834,254.09			
May-2015	\$ 123,156.40	\$ (88,232.31)	\$ 2,503.30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (990,809.86)	\$ (890,809.86)	\$ -	\$ (1,578,918.68)	\$ 796,826.70	\$ (1,578,918.68)			
Jun-2015	\$ (807,904.80)	\$ (85,160.86)	\$ 2,255.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,162,209.87	\$ (1,930,375.92)	\$ (3,092,585.79)	\$ (1,784,058.75)	\$ 146,317.17	\$ (1,784,058.75)			
Jul-2015	\$ 1,187,824.28	\$ (20,131.61)	\$ (5,482.80)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 253,862.35	\$ (2,246,137.65)	\$ (2,500,000.00)	\$ (514,164.56)	\$ 1,731,973.09	\$ (514,164.56)			
Aug-2015	\$ 258,654.66	\$ (4,339.91)	\$ (452.40)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,559,641.34)	\$ (1,559,641.34)	\$ -	\$ (5,753,997.67)	\$ (4,194,256.33)	\$ (5,753,997.67)			
Sep-2015	\$ (1,567,042.42)	\$ 4,965.68	\$ 2,435.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 438,734.30	\$ (1,992,430.53)	\$ (1,992,430.53)	\$ (1,553,696.23)	\$ 15.18	\$ (1,553,696.23)			
Oct-2015	\$ 445,028.87	\$ (8,219.17)	\$ 1,924.60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			

12-MO. CHANGE IN VALUE

Month	BOA - Gen Chkg		BOA - Wkr Comp		BOA - Healthcare		WF - Rehab 1		WF - Rehab 2		L A I F		Total		Fiscal Agent		Total	
	143128-0221	143188-0525	143188-0525	143138-0513	143138-0513	7001183	7001183	7601008	7601008	Cash (per bank)	Cash & Invests	98-30-678	Cash + Inv + FA	USB & WF	Cash + Inv + FA			
Jun-2015	\$ (259,779.62)	\$ (40,024.53)	\$ (7,349.25)	\$ -	\$ -	\$ (154,597.26)	\$ -	\$ (147.85)	\$ -	\$ (461,898.51)	\$ 555,169.84	\$ 1,017,068.35	\$ 355,076.42	\$ (200,093.42)	\$ 355,076.42			
Jul-2015	\$ 1,022,854.96	\$ (36,762.64)	\$ (3,170.25)	\$ -	\$ -	\$ (154,578.50)	\$ -	\$ (147.85)	\$ -	\$ 826,195.72	\$ 1,745,626.96	\$ 919,431.24	\$ 1,546,176.16	\$ (199,450.80)	\$ 1,546,176.16			
Aug-2015	\$ 1,542,118.11	\$ (66,485.38)	\$ (12,853.28)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,462,779.45	\$ 2,882,210.69	\$ 1,419,431.24	\$ 2,223,433.05	\$ (658,777.64)	\$ 2,223,433.05			
Sep-2015	\$ (897,210.76)	\$ (65,601.10)	\$ (5,401.25)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (988,213.13)	\$ 2,951,218.11	\$ 3,919,431.24	\$ 571,428.52	\$ (2,379,788.59)	\$ 571,428.52			
Oct-2015	\$ 732,768.82	\$ (71,991.72)	\$ (5,953.85)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 654,823.25	\$ 2,581,823.96	\$ 1,927,000.71	\$ 202,020.87	\$ (2,379,803.09)	\$ 202,020.87			

ACCOUNT BALANCES

Client/Account	Jun 2015	Jul 2015	Aug 2015	Sep 2015	Oct 2015
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2011 Gas Tax Certificates of Participation

Wells Fargo 85514000	\$ -	\$ -	\$ -	\$ -	\$ -
Wells Fargo 85514001	\$ 5.65	\$ 5.65	\$ 5.65	\$ 5.65	\$ 5.65
Wells Fargo 85514002	\$ -	\$ -	\$ -	\$ -	\$ -
Wells Fargo 85514003	\$ 482,676.00	\$ 482,676.01	\$ 482,676.02	\$ 482,676.03	\$ 482,676.04
Wells Fargo 85514004	\$ 2,600.04	\$ 2,600.04	\$ 2,600.04	\$ 2,600.04	\$ 2,600.04
Wells Fargo 85514005	\$ -	\$ -	\$ -	\$ -	\$ -
Wells Fargo TOTAL =	\$ 485,281.69	\$ 485,281.70	\$ 485,281.71	\$ 485,281.72	\$ 485,281.73

2009 Speical Tax Revenue Refunding Bond

US Bank 132835000	\$ -	\$ -	\$ -	\$ -	\$ -
US Bank 132835001	\$ 325.00	\$ 325.00	\$ 325.00	\$ -	\$ -
US Bank 132835002	\$ -	\$ -	\$ -	\$ -	\$ -
US Bank 132835003	\$ 971,514.75	\$ 971,519.56	\$ 971,524.53	\$ -	\$ -
US Bank 132835004	\$ -	\$ -	\$ -	\$ -	\$ -
US Bank TOTAL =	\$ 971,839.75	\$ 971,844.56	\$ 971,849.53	\$ -	\$ -

2009 Lease Revenue Bond

US Bank 133062000	\$ 61.54	\$ 61.54	\$ 61.54	\$ 61.54	\$ 61.54
US Bank 133062001	\$ 439,007.46	\$ 439,014.68	\$ 439,022.14	\$ 439,029.60	\$ 439,036.82
US Bank TOTAL =	\$ 439,069.00	\$ 439,076.22	\$ 439,083.68	\$ 439,091.14	\$ 439,098.36

2013 Tax Allocation Refunding Bond

US Bank 207213000	\$ 0.21	\$ 253,287.50	\$ 0.17	\$ 0.25	\$ 0.25
US Bank 207213001	\$ 515,004.75	\$ 515,007.30	\$ 9.93	\$ 10.10	\$ 10.10
US Bank (excl.) 207213002	\$ 1,023,975.00	\$ 1,023,975.00	\$ 1,023,975.00	\$ 1,023,975.00	\$ 1,023,975.00
US Bank TOTAL =	\$ 515,004.96	\$ 768,294.80	\$ 10.10	\$ 10.35	\$ 10.35

2003 Certificate of Participation

US Bank 744120000	\$ 107,001.34	\$ 16.63	\$ 24.84	\$ 33.05	\$ 41.00
US Bank 744120001	\$ -	\$ -	\$ -	\$ -	\$ -
US Bank 744120002	\$ -	\$ -	\$ -	\$ -	\$ -
US Bank 744120003	\$ 483,486.25	\$ 483,486.25	\$ 483,486.25	\$ 483,486.25	\$ 483,486.25
US Bank TOTAL =	\$ 590,487.59	\$ 483,502.88	\$ 483,511.09	\$ 483,519.30	\$ 483,527.25

2001 Special Tax Revenue Series A

US Bank 94428060	\$ 14,722.16	\$ 14,722.16	\$ 14,722.16	\$ -	\$ -
US Bank 94428061	\$ -	\$ -	\$ -	\$ -	\$ -
US Bank 94428062	\$ -	\$ -	\$ -	\$ -	\$ -
US Bank 94428063	\$ 571,500.00	\$ 571,500.00	\$ 586,635.70	\$ -	\$ -
US Bank 94428064	\$ 135,930.68	\$ 135,930.68	\$ 135,930.68	\$ -	\$ -
US Bank TOTAL =	\$ 722,152.84	\$ 722,152.84	\$ 737,288.54	\$ -	\$ -

1996 Special Tax Refunding Bonds

US Bank 95431080	\$ 32.75	\$ 32.75	\$ 2,485,134.19	\$ -	\$ -
US Bank 95431081	\$ -	\$ -	\$ -	\$ -	\$ -
US Bank 95431082	\$ -	\$ -	\$ -	\$ -	\$ -
US Bank 95431083	\$ -	\$ -	\$ -	\$ -	\$ -
US Bank 95431084	\$ -	\$ -	\$ -	\$ -	\$ -
US Bank TOTAL =	\$ 32.75	\$ 32.75	\$ 2,485,134.19	\$ -	\$ -

GRAND TOTAL =	\$ 3,723,868.58	\$ 3,870,185.75	\$ 5,602,158.84	\$ 1,407,902.51	\$ 1,407,917.69
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VALUE CHANGE =	\$ -	\$ 146,317.17	\$ 1,731,973.09	\$ (4,194,256.33)	\$ 15.18
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[Patterned Box] = denotes a significant change in value from prior month

**CITY OF PLACENTIA
BANK RECONCILIATION
October 31, 2015**

RPT FUND NO.	Data FUND NO.	FUND	G/L BALANCE October 31, 2015	BALANCE PER BANK	TOTAL
101	10	GENERAL FUND	(1,984,457.68)	Balance per Bank	\$1,790,932.84 ✓
114	14	CASH BASIS	-		
115	13	ECONOMIC UNCERTAINTY	500,000.00	Less: A/P O/S Checks	(360,759.97)
201	16	UTILITY TAX FUND	284,101.96	Less: Payroll O/S Checks	(13,718.44)
205	17	GAS TAX	755,541.78	Plus: Deposits In Transit	-
208	52	GAS TAX BOND FUND	-		
207	53	HOUSING AGENCY	5,988.68	TOTAL	\$1,426,454.43 ✓
208	54	SUCCESSOR AGENCY RET OBLG FUND	(150,352.92)		
210	18	MEASURE "M"	728,208.50		
211	58	PEG FUND	249,338.67		
215	19	AIR QUALITY FUND	360,229.46		
225	21	ASSET SEIZURE FUND	388,491.43		
228	51	TRAFFIC OFFENDER FUND	53,041.71		
230	22	COPS/SUPPL LAW ENFORCEMENT	44,456.51		
235	23	PARK DEVELOPMENT FUND	340,559.06		
240	24	SEWER CONSTRUCTION FUND	19,802.80		
241	57	PUBLIC SAFETY MITIGATION FEE	185,061.00		
245	25	STORM DRAIN CONSTRUCTION FUND	51,354.09		
250	26	THOROUGHFARE CONSTRUCTION	96,885.61		
280	28	PLACENTIA LIGHTING DISTRICT	(69,527.27)		
281		PUBLIC SAFETY CFD 2014-01	3,494.48		
285	29	LANDSCAPE MAINT. DISTRICT	57,696.97		
270	30	HOUSING & COMMUNITY DEVELOP.	127,117.38		
275	48	SEWER MAINTENANCE FUND	2,238,032.29		
280	50	MISC GRANTS	279,966.47		
401	33	CAPITAL PROJECTS FUND	808,548.47		
501	37	REFUSE FUND	(774,502.28)		
505	38	CNG FUELING STATION	569,701.62		
601	39	HEALTH & WELFARE INS.	(899,874.48)		
605	40	RISK MANAGEMENT	1,766,645.38		
610	41	EQUIPMENT REPLACEMENT FUND	103.14		
615	42	INFORMATION TECHNOLOGY FUND	8,879.00		
701	44	TRUST & AGENCY FUND	584,169.82		
705	45	HOUSING & COMMUNITY DEVELOP. (T&A)	-		
715	47	COMMUNITY FAC. DISTRICT	11,873.77		
		TOTAL ALL FUNDS	6,434,173.44		
105	11	INVESTMENTS	(5,007,719.01)		
		Total per GL	\$1,426,454.43		
		GRAND TOTAL	\$1,426,454.43		
		Difference	\$0.00		

PREPARED BY: EH
DATE: 11/23/15
APPROVED BY: mrl
DATE: 11/23

OK
MZ
12/31/15

BANK OF AMERICA, N.A.
2000 CLAYTON RD - 5TH FLOOR
CONCORD, CA 94520

Account Number 1431280221
01 01 149 05 M0000 E# 0
Last Statement: 09/30/2015
This Statement: 10/30/2015

DNP

Customer Service
1-888-400-9009

CITY OF PLACENTIA
GENERAL ACCOUNT
401 EAST CHAPMAN AVE
PLACENTIA CA 92870

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*OK
KZ
12/31/11*

PUBLIC FUNDS CHECKING

Account Summary Information

Statement Period 10/01/2015 - 10/30/2015	Statement Beginning Balance	1,345,903.97 ✓
Number of Deposits/Credits 109	Amount of Deposits/Credits	3,416,209.24
Number of Checks 330	Amount of Checks	1,173,921.95
Number of Other Debits 47	Amount of Other Debits	1,797,258.42 ✓
	Statement Ending Balance	1,790,932.84 ✓
Number of Enclosures 0	Service Charge	.00

Deposits and Credits

Date Posted	Customer Reference	Amount	Description	Bank Reference
10/01		70.00	AMERICAN EXPRESS DES:SETTLEMENT ID:2044459352 INDN:CITY OF PLAC2044459352 CO ID:1134992250 CCD	74007366684
10/01		509.00	CA BANKING CENTER DEPOSIT	76008142288309
10/01		3,524.63	BANK OF AMERICA DES:DEPOSIT ID:430132313848933 INDN:CITY OF PLACENTIA CO ID:941687665B CCD	74008179631
10/01		2,000,000.00	WIRE TYPE:BOOK IN DATE:151001 TIME:1457 ET TRN:2015100100324596 SNDR REF:245729610111002 ORIG:STATE OF CALIFORNIA - LAI	644800370324596
10/01	1	4,750.69	Pre-encoded Deposit	818101242377250
10/02		100.00	CA BANKING CENTER DEPOSIT	84008142499389
10/02		449.20	AMERICAN EXPRESS DES:SETTLEMENT ID:2044459352 INDN:CITY OF PLAC2044459352 CO ID:1134992250 CCD	75009742507
10/02		741.00	CA BANKING CENTER DEPOSIT	84005642668478
10/02		1,323.00	Placentia City DES:RETURN ID:E000066 INDN:SETT-ACH DETAIL RETURN CO ID:2956000763 CCD BATCH DESC:AP00296213	75010502776
10/02		2,930.00	CA BANKING CENTER DEPOSIT	76008142829987
10/02		4,596.17	BANK OF AMERICA DES:DEPOSIT ID:430132313848933 INDN:CITY OF PLACENTIA CO ID:941687665B CCD	75011010712
10/02	1	25,406.02	Pre-encoded Deposit	818101242553314
10/05		548.46	AMERICAN EXPRESS DES:SETTLEMENT ID:2044459352 INDN:CITY OF PLAC2044459352 CO ID:1134992250 CCD	78013393905
10/05		817.00	CA BANKING CENTER DEPOSIT	84006942974792
10/05		1,101.50	CA BANKING CENTER DEPOSIT	110104042410756
10/06		382.00	CA BANKING CENTER DEPOSIT	84005942110837
10/06		3,989.79	CA BANKING CENTER DEPOSIT	76007042658384
10/06		4,665.18	BANK OF AMERICA DES:DEPOSIT ID:430132313848933 INDN:CITY OF PLACENTIA CO ID:941687665B CCD	79008016786
10/06	1	75,370.62	Pre-encoded Deposit	818101142921703
10/07		178.80	AMERICAN EXPRESS DES:SETTLEMENT ID:2044459352 INDN:CITY OF PLAC2044459352 CO ID:1134992250 CCD	80008477861
10/07		469.90	CA BANKING CENTER DEPOSIT	76005942857260
10/07		946.26	BANK OF AMERICA DES:DEPOSIT ID:430132313848933 INDN:CITY OF PLACENTIA CO ID:941687665B CCD	80008987696
10/07		1,044.00	CA BANKING CENTER DEPOSIT	84005942638578
10/07	1	22,338.04	Pre-encoded Deposit	818101242636403
10/08		43.00	CA BANKING CENTER DEPOSIT	84006042399986

BANK OF AMERICA, N.A.
2000 CLAYTON RD - 5TH FLOOR
CONCORD, CA 94520

Account Number 1431880525
01 01 149 05 M0000 E# 0
Last Statement: 09/30/2015
This Statement: 10/30/2015

DNP

Customer Service
1-888-400-9009

CITY OF PLACENTIA
WORKMANS COMP.
401 E CHAPMAN AVE
PLACENTIA CA 92870

Page 1 of 4

OK
12/31/15

PUBLIC FUNDS CHECKING

Account Summary Information

Statement Period 10/01/2015 - 10/30/2015	Statement Beginning Balance	30,061.94 ✓
Number of Deposits/Credits 1	Amount of Deposits/Credits	19,505.84
Number of Checks 78	Amount of Checks	27,725.01
Number of Other Debits 0	Amount of Other Debits	.00
	Statement Ending Balance	21,842.77 ✓
Number of Enclosures 0	Service Charge	.00

Transaction Detail

Date Posted	Customer Reference	Amount	Description	Bank Reference
10/01	17193	208.22-	Check	888805892739166
10/01	17199	28.77-	Check	888808692732136
10/01	17205	76.15-	Check	888808692732160
10/02	17171	170.00-	Check	96108142838308
10/02	17191	4,875.00-	Check	96108142838335
10/02	17208	75.05-	Check	888808992620748
10/05	17188	330.87-	Check	888804292148642
10/05	17198	101.82-	Check	888809492138956
10/05	17203	160.72-	Check	888804392037236
10/05	17204	73.42-	Check	888804292916775
10/05	17212	81.63-	Check	888809392640568
10/06	17195	529.00-	Check	888809692232053
10/06	17197	275.00-	Check	888804792054819
10/06	17213	460.00-	Check	888809792470472
10/08	17207	367.57-	Check	888805092767244
10/08	17209	63.13-	Check	128407792540373
10/08	17217	140.77-	Check	888808292855272
10/08	17221	240.89-	Check	888808292855326
10/09	17183	499.95-	Check	888808492526204
10/09	17196	141.75-	Check	797902692917396
10/09	17210	149.71-	Check	888805292749784
10/09	17216	294.62-	Check	888808692180521
10/13	17200	1,342.00-	Check	888808892914934
10/13	17201	529.00-	Check	356205982353007
10/13	17214	1,153.19-	Check	128406492426410
10/13	17215	18.39-	Check	128406492426411
10/13	17218	444.26-	Check	888808892856335
10/13	17219	15.22-	Check	128406592010553
10/13	17223	540.00-	Check	888805392281600
10/13	17224	20.50-	Check	888808992291938
10/13	17228	134.65-	Check	888808992291916
10/14	17180	21.03-	Check	888809492069698
10/14	17220	215.24-	Check	888805892406463
10/14	17222	928.00-	Check	888809292502124
10/15	17211	96.73-	Check	888805992013296
10/15	17226	139.46-	Check	888806092168984
10/15	17237	105.41-	Check	888809592259097
10/15	17242	21.66-	Check	888809592259074
10/16	17206	697.08-	Check	888809792386452

BANK OF AMERICA, N.A.
2000 CLAYTON RD - 5TH FLOOR
CONCORD, CA 94520

Account Number 1431380513
01 01 149 05 M0000 E# 0
Last Statement: 09/30/2015
This Statement: 10/30/2015

DNP

Customer Service
1-888-400-9009

CITY OF PLACENTIA
HEALTHCARE ACCOUNT
401 E CHAPMAN AVE
PLACENTIA CA 92870

Page 1 of 2

*OK
KJ
(2/31/15)*

PUBLIC FUNDS CHECKING

Account Summary Information

Statement Period 10/01/2015 - 10/30/2015	Statement Beginning Balance	13,314.72	✓
Number of Deposits/Credits 1	Amount of Deposits/Credits	9,449.20	
Number of Checks 0	Amount of Checks	.00	
Number of Other Debits 9	Amount of Other Debits	7,524.60	
	Statement Ending Balance	15,239.32	✓
Number of Enclosures 0	Service Charge	.00	

Transaction Detail

Date Posted	Customer Reference	Amount	Description	Bank Reference
10/02		1,037.70-	CBA-PRINCIPAL DES:CBA FUND ID:H70981 INDN:CITY OF PLACENTIA CO ID:42-0127290 CCD	74010405572
10/07		257.20-	CBA-PRINCIPAL DES:CBA FUND ID:H70981 INDN:CITY OF PLACENTIA CO ID:42-0127290 CCD	79009862266
10/09		917.50-	CBA-PRINCIPAL DES:CBA FUND ID:H70981 INDN:CITY OF PLACENTIA CO ID:42-0127290 CCD	81004297863
10/14		154.60-	CBA-PRINCIPAL DES:CBA FUND ID:H70981 INDN:CITY OF PLACENTIA CO ID:42-0127290 CCD	86022575519
10/16		1,052.80-	CBA-PRINCIPAL DES:CBA FUND ID:H70981 INDN:CITY OF PLACENTIA CO ID:42-0127290 CCD	88011859545
10/19		9,449.20	WIRE TYPE:BOOK IN DATE:151019 TIME:1611 ET TRN:2015101900343864 ORIG:CITY OF PLACENTIA ID:001431280221 PMT DET:DEN TAL CLAIMS SEPTEMBER 2015	644800370343864
10/21		933.90-	CBA-PRINCIPAL DES:CBA FUND ID:H70981 INDN:CITY OF PLACENTIA CO ID:42-0127290 CCD	93006565958
10/23		206.80-	CBA-PRINCIPAL DES:CBA FUND ID:H70981 INDN:CITY OF PLACENTIA CO ID:42-0127290 CCD	95010063027
10/28		1,366.70-	CBA-PRINCIPAL DES:CBA FUND ID:H70981 INDN:CITY OF PLACENTIA CO ID:42-0127290 CCD	00012802506
10/30		1,597.40-	CBA-PRINCIPAL DES:CBA FUND ID:H70981 INDN:CITY OF PLACENTIA CO ID:42-0127290 CCD	02010327483

Daily Balances

Date	Ledger Balance	Collected Balance	Date	Ledger Balance	Collected Balance
09/30	13,314.72	13,314.72	10/19	19,344.12	19,344.12
10/02	12,277.02	12,277.02	10/21	18,410.22	18,410.22
10/07	12,019.82	12,019.82	10/23	18,203.42	18,203.42
10/09	11,102.32	11,102.32	10/28	16,836.72	16,836.72
10/14	10,947.72	10,947.72	10/30	15,239.32	15,239.32
10/16	9,894.92	9,894.92			

Local Agency Investment Fund
 P.O. Box 942809
 Sacramento, CA 94209-0001
 (916) 653-3001
 CITY OF PLACENTIA

www.treasurer.ca.gov/pmia-laif/laif.asp
 November 05, 2015

DIRECTOR OF FINANCE
 401 E. CHAPMAN
 PLACENTIA, CA 92870

PMLA Average Monthly Yields

Account Number:
 98-30-678

Tran Type Definitions

October 2015 Statement

Effective Date	Transaction Date	Tran Type	Tran Confirm Number	Authorized Caller	Amount
10/1/2015	10/1/2015	RW	1479955	MICHAEL NGUYEN	-2,000,000.00
10/15/2015	10/14/2015	QRD	1480804	SYSTEM	7,569.47

OK
 RZ
 12/31/15

Account Summary

Total Deposit:	7,569.47	Beginning Balance:	7,000,149.54	✓
Total Withdrawal:	-2,000,000.00	Ending Balance:	5,007,719.01	✓