



## Regular Meeting Agenda

December 6, 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  
City Administrator

Christian L. Bettenhausen  
City Attorney

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

**Phone: (714) 993-8117**  
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**administration@placentia.org**  
**Website: www.placentia.org**

### *Mission Statement*

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

### *Vision Statement*

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

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

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

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

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

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

### **Special Accommodations**

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

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

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

**PLACENTIA CITY COUNCIL  
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE  
PLACENTIA REDEVELOPMENT AGENCY  
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY  
REGULAR MEETING AGENDA- CLOSED SESSION  
December 6, 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 54956.9(d)(4):  
**CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION**  
Number of Cases: 5
2. Pursuant to Government Code Section 54956.9(d)(2):  
**CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION**  
Number of Cases: 2
3. Pursuant to Government Code Section 54957.6  
**CONFERENCE WITH LABOR NEGOTIATOR**  
Agency Designated Representatives: Damien R. Arrula, City Administrator  
Steve Pischel, Director of Administrative Services  
Employee Organizations: Placentia City Employees Association (PCEA), Placentia Police Officers Association (PPOA), Placentia Police Management Association (PPMA), and Unrepresented Employees

**CITY COUNCIL/SUCCESSOR AGENCY:**

4. Pursuant to Government Code Section 54956.8:  
**CONFERENCE WITH REAL PROPERTY NEGOTIATOR**  
Property: 110 S. Bradford APN: 339-052-24 & 312 S. Melrose APN: 339-393-10  
City/Agency Negotiator: Damien R. Arrula, City Administrator/Executive Director  
Negotiating Parties: City and Successor Agency to former Redevelopment Agency  
Under Negotiation: Price and Terms of Payment

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

**PLACENTIA CITY COUNCIL  
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE  
PLACENTIA REDEVELOPMENT AGENCY  
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY  
REGULAR MEETING AGENDA  
December 6, 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:** John Wesley Thomas, Boy Scout Troop #99

**PRESENTATIONS:**

- a. **Employee of the Quarter- Sworn- Officer Matthew Herren**  
Presenters: Mayor Yamaguchi and Chief Lenyi

**CLOSED SESSION REPORT:**

**CITY ADMINISTRATOR REPORT:**

**ORAL COMMUNICATIONS:**

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

**CITY COUNCIL/BOARD MEMBER COMMENTS:**

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

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

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

- 1.b. **City Fiscal Year 2016-17 Register for December 6, 2016**  
**Check Register**  
Fiscal Impact: \$377,000.20

**Electronic Disbursement Register**

Fiscal Impact: \$550,207.49

Recommended Action: It is recommended that the City Council:

- 1) Receive and file.

1.c. **Second Reading of Ordinance No. O-2016-07, Adopting State Mandated Building and Fire Codes**

Fiscal Impact: No Fiscal Impacts are Anticipated with this Ordinance as All Costs will be Recovered Through the Plan Check and Inspection Process.

Recommended Action: It is recommended that the City Council:

- 1) Waive Full Reading, by Title Only, and Adopt Ordinance O-2016-07, An Ordinance of the City Council of the City of Placentia, California, Repealing Chapter 18.04 of Title 18 and Chapters 20.03, 20.04, 20.08, 20.12, 20.16, 20.20 and 20.56 of Title 20 of the Placentia Municipal Code and adopting by reference, the California Fire Code, 2016 Edition, the California Building Code, 2016 Edition, the California Residential Code, 2016 Edition, the California Plumbing Code, 2016 Edition, the California Electrical Code, 2016 Edition, the California Mechanical Code, 2016 Edition, and the California Green Building Standards Code, 2016 Edition, Including All Appendices, with Certain Amendments, Additions and Deletions Thereto, Including Fees and Penalties.

1.d. **Measure M (M2) Expenditure Report for Fiscal Year 2015-16**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2016-63, A Resolution of the City Council of the City of Placentia, California, Concerning the Measure M2 Expenditure Report for the City of Placentia for the Fiscal Year ending June 30, 2016.

1.e. **Acceptance of Grant Deed Agreements with the Orange County Transportation Authority for the Orangethorpe Avenue and Chapman Avenue Grade Separation Project**

Fiscal Impact: Expense: None

Recommended Action: It is recommended that the City Council:

- 1) Accept the four (4) right-of-way grant deeds, one (1) footing easement deed, and one (1) wall easement deed for the Project; and
- 2) Authorize the Mayor to sign the Certificate of Acceptance for the grant deeds, and easement deeds on behalf of the City; and
- 3) Direct the City Clerk to endorse the grant deeds and public utility easement deeds which embodies the acceptance of said right-of-ways and easements, and cause the documents to be submitted to the Orange County Clerk Recorder for recording of the documents.

1.f. **Professional Services Agreement for Real Estate Advisory Services for 207-209 W. Crowther Avenue**

Fiscal Impact: Expense: \$49,900

Revenue: \$35,000 Economic Development Professional Services

\$14,900 General Government Contingency

Recommended Action: It is recommended that the City Council:

- 1) Award a Professional Services Agreement to Keyser Marston for Real Estate Advisory Services for 207-209 W. Crowther Avenue in the amount of \$49,900; and
- 2) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

1.g. **Consideration of Participation in the Open PACE and Ygrene Property Assessed Clean Energy (PACE) Financing Programs**

Fiscal Impact: Expense: \$0

Revenue: \$10,000 Deposit for City Staff Time

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution R-2016-64, A Resolution of the City Council of the City of Placentia, California, Consenting to the Inclusion of Properties within the Territory of the City of Placentia in the CSCDA Open PACE Programs;

Authorizing the California Statewide Communities Development Authority to Accept Applications from Property Owners, Conduct Contractual Assessments Proceedings and Levy Contractual Assessments with the Territory of the City of Placentia; and Authorizing Related Actions; and

- 2) Adopt Resolution R-2016-65, A Resolution of the City Council of the City of Placentia, California, Consenting to Inclusion of Properties within the City's Jurisdiction in the California Home Finance Authority Community Facilities District No. 2014-01 (Clean Energy) to Finance Renewable Energy Improvements, Energy Efficiency and Water Conservation Improvements and Electric Vehicle Charging Infrastructure and Approving Associate Membership in the Joint Exercise of Powers Authority Related Thereto; and
- 3) Adopt Resolution R-2016-66, A Resolution of the City Council of the City of Placentia, California, Consenting to Inclusion of Properties within the City's Jurisdiction in the California Home Finance Authority, Program to Finance Renewable Energy Generation, Energy and Water Efficiency Improvements and Electrical Vehicle Charging Infrastructure and Approving Associate Membership in the Joint Exercise of Powers Authority Related Thereto; and
- 4) Authorize the City Administrator or designee to execute all necessary documents, in a form approved by the City Attorney.

1.h. **Purchase of Replacement Police Service Rifles, 40MM "Less-Than-Lethal" Launchers, Ballistic Safety Equipment, and Associated Training**

Fiscal Impact: Expense: Expenditure of Assets Forfeiture Funds Not-To-Exceed \$190,000.00 to Purchase Equipment (Account No.: 213041-6840)

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution R-2016-67, A Resolution of the City Council of the City of Placentia, California, authorizing a budget amendment in Fiscal Year 2016-17 increasing the expenditure budget in the asset forfeiture fund in the amount of \$190,000.00 in compliance with City Charter §§ 1206 and 1209 pertaining to appropriations for actual expenditures; and
- 2) Approve the purchase of fifty (50) Sig Sauer MCX rifles from Adamson Industries for an amount-not-to exceed \$105,000.00; and
- 3) Approve the purchase of eight (8) Safaril and Def-Tec LMT 40MM "Less-Than-Lethal" launcher kits from Aardvark Tactical for an amount not-to-exceed \$10,000; and
- 4) Approve the purchase of fifty (50) Airframe ATX Ballistic Helmets from Crye Precision, LLC for an amount not-to-exceed \$42,500.00; and
- 5) Approve the purchase of one hundred (100) Ballistic Plates (50 Front and 50 Back plates) from Longfri Technologies for an amount not-to-exceed \$12,000.00; and
- 6) Approve the purchase of fifty (50) 5.11 Ballistic Plate carriers from Galls, Inc. for an amount not-to-exceed \$7,000.00; and
- 7) Approve the purchase of P.O.S.T. certified Rifle Training for sworn personnel from National Training Concepts for an amount not-to-exceed \$13,500.00; and
- 8) Authorize the City Administrator or his designee to execute all necessary documents to effectuate these actions.

1.i. **Eagle Scout Service Project for Police Department Motor Barn and Waiver of City Plan Check and Permit Fees**

Fiscal Impact: None: All Funds for the Project are Raised through Private Donations; Waiver of Plan Check and Permit Fees and In-House Staff Support

Recommended Action: It is recommended that the City Council:

- 1) Approve the Eagle Scout Service Project for Police Department Motor Barn Improvements; and
- 2) Waive all plan check and permit fees and authorize in-house staff support for this youth project; and
- 3) Authorize the City Administrator and/or his designee to execute all necessary documents, subject to City Attorney approval.

1.j. **Temporary Parking Permit Program on the Corner of Crowther Avenue and Melrose Street**

Fiscal Impact: There is a minimal fiscal impact associated with the recommended action. The estimated cost to purchase and install the parking restriction street signs is approximately \$800. The cost to enforce the parking restrictions will be offset by parking citation revenues collected.

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2016-68, A Resolution of the City Council of the City of Placentia, California, Prohibiting Vehicle Parking and Authorizing the Establishment of Temporary Preferential Parking Privileges on Crowther Avenue and Melrose Street.

**SUCCESSOR AGENCY:**

1.k. **Amended Long Range Property Management Plan for the Successor Agency to the Former Redevelopment Agency**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council acting in its sole capacity as the Successor Agency to the Redevelopment Agency of the City of Placentia, take the following action:

- 1) Adopt Resolution RSA-2016-02, A Resolution of the Successor Agency to the Redevelopment Agency of the City of Placentia, California, Approving the Amended Long Range Property Management Plan Pursuant to Health and Safety Code Section 34191.5.

2. **PUBLIC HEARING:** None

3. **REGULAR AGENDA:**

3.a. **September 2016 (Preliminary) Treasurer's Report**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Receive and file the September 2016 (Preliminary) Treasurer's Report.

3.b. **Selection of Ad-Hoc Committee to Review Request for Proposals for Banking Services**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Appoint two (2) members of the City Council and the City Treasurer to be members of an Ad-Hoc committee charged with the review of proposals and recommendation to the City Council for selection of banking services for the City.

3.c. **Old Town Placentia (Old Town) District Revitalization Plan, Development Standards and Public Realm Standards (Study Session 1 of 2)**

Fiscal Impact: No Fiscal Impacts are Associated with this Study Session. Potential Significant Economic Benefit to the Local Placentia Economy, Including Jobs, Public & Private Investments, and Annual/ One-Time Revenue

Recommended Action: It is recommended that the City Council:

- 1) Receive and file the report and presentation; and
- 2) Solicit public comment regarding the proposed Old Town District Revitalization Plan and Development Standards, Public Realm Design Standards, and supporting documentation; and
- 3) Provide direction to Staff, as appropriate, regarding all of the Old Town Plan documents; and
- 4) Schedule the second study session regarding the Old Town Plan for the January 17, 2017 City Council meeting.

3.d. **Ordinances Prohibiting All Marijuana Related Uses and Activities Including Recreational Marijuana**

Fiscal Impact: Cost Related to Enforcement

Recommended Action: It is recommended that the City Council:

- 1) Approve Urgency Ordinance No. O-2016-08, An Urgency Ordinance of the City Council of the City of Placentia, California, Repealing Chapter 8.42 of Title 8 of the City of Placentia Municipal Code and Replacing it with a New Chapter 8.42 to Prohibit Marijuana-Related Uses and Activities; and
- 2) Approve Interim Urgency Ordinance No. O-2016-09, An Urgency Interim Ordinance of the City Council of the City of Placentia, California, Amending Provisions of Title 23 (The Zoning Code) Prohibiting the Development of Marijuana Related Uses.

**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

**Tuesday, December 13, 2016 at 7:00 p.m.**

**TENTATIVE AGENDA FORECAST**

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

- Transit Oriented Development (TOD) Study Session 2 of 2
- Certification of Election Results
- Oath of Office for Newly Elected Officials
- City Council Reorganization

**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 December 6, 2016 meetings of the City Council, Successor Agency, and Industrial Commercial Development Authority was posted on December 1, 2016.

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Rosanna Ramirez, Chief Deputy City Clerk



**City of Placentia**  
**Check Register**  
**For 11/28/2016**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ANGEL, BRYCE V002886	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	AP111016	155.04	110416		00092718	11/09/2016
			<b>Check Total:</b>		<b>155.04</b>				
MW OH	CAVENAUGH & ASSOCIATES V002778	\$FST & ARIDE REG - MCIRNERNEY	103041-6250 Staff Training	AP111016	538.00	110416		00092719	11/09/2016
			<b>Check Total:</b>		<b>538.00</b>				
MW OH	CRADDOCK, KATHERINE V006342	PD TRAINING MEALS, MILEAGE	103043-6250 Staff Training	AP111016	100.09	110816		00092720	11/09/2016
			<b>Check Total:</b>		<b>100.09</b>				
MW OH	GLOE, ADAM V002828	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	AP111016	183.68	110316		00092721	11/09/2016
			<b>Check Total:</b>		<b>183.68</b>				
MW OH	MCIRNERNEY, BRIAN V010193	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	AP111016	142.40	110618		00092722	11/09/2016
			<b>Check Total:</b>		<b>142.40</b>				
MW OH	PMW ASSOCIATES V005647	MEDIA RELATIONS REG - GLOE	103041-6250 Staff Training	AP111016	420.00	110116		00092723	11/09/2016
			<b>Check Total:</b>		<b>420.00</b>				
MW OH	PMW ASSOCIATES V005647	MEDIA RELATIONS REG - ANGEL	103041-6250 Staff Training	AP111016	420.00	110216		00092723	11/09/2016
			<b>Check Total:</b>		<b>840.00</b>				
MW OH	RIVERSIDE COUNTY V008065	DISPATCH SAFETY REG - CRADDOCK	03043-6250 Staff Training	AP111016	53.00	111116		00092724	11/09/2016
			<b>Check Total:</b>		<b>53.00</b>				
MW OH	CALIFORNIA STATE V004813	PE 11/5/16 PD DATE 11/11/16	0010-2196 Garnishments W/H	PY16023	941.53	2700/1601023		00092725	11/14/2016
			<b>Check Total:</b>		<b>46.15</b>				
MW OH	CALIFORNIA STATE V004813	PE 11/5/16 PD DATE 11/11/16	0037-2196 Garnishments W/H	PY16023	46.15	2700/1601023		00092725	11/14/2016
			<b>Check Total:</b>		<b>22.50</b>				
MW OH	CALIFORNIA STATE V004813	PE 11/5/16 PD DATE 11/11/16	0029-2196 Garnishments W/H	PY16023	22.50	2700/1601023		00092725	11/14/2016

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	CALIFORNIA STATE V004813	PE 11/5/16 PD DATE 11/11/16	0048-2196 Garnishments W/H	PY16023	137.88	2700/1601023		00092725	11/14/2016
			<b>Check Total:</b>		<b>1,148.06</b>				
MW OH	FRANCHISE TAX BOARD V000404	PE 11/5/16 PD DATE 11/11/16	0010-2196 Garnishments W/H	PY16023	48.00	2710/1601023		00092726	11/14/2016
MW OH	FRANCHISE TAX BOARD V000404	PE 11/5/16 PD DATE 11/11/16	0048-2196 Garnishments W/H	PY16023	6.00	2710/1601023		00092726	11/14/2016
MW OH	FRANCHISE TAX BOARD V000404	PE 11/5/16 PD DATE 11/11/16	0029-2196 Garnishments W/H	PY16023	6.00	2710/1601023		00092726	11/14/2016
			<b>Check Total:</b>		<b>60.00</b>				
MW OH	ORANGE COUNTY V000699	PE 11/5/16 PD DATE 11/11/16	0010-2176 PCEA/OCEA Assoc Dues	PY16023	292.94	2610/1601023		00092727	11/14/2016
MW OH	ORANGE COUNTY V000699	PE 11/5/16 PD DATE 11/11/16	0029-2176 PCEA/OCEA Assoc Dues	PY16023	7.68	2610/1601023		00092727	11/14/2016
MW OH	ORANGE COUNTY V000699	PE 11/5/16 PD DATE 11/11/16	0037-2176 PCEA/OCEA Assoc Dues	PY16023	0.96	2610/1601023		00092727	11/14/2016
MW OH	ORANGE COUNTY V000699	PE 11/5/16 PD DATE 11/11/16	0048-2176 PCEA/OCEA Assoc Dues	PY16023	25.50	2610/1601023		00092727	11/14/2016
			<b>Check Total:</b>		<b>327.08</b>				
MW OH	ORANGE COUNTY SHERIFF V005007	PE 11/5/16 PD DATE 11/11/16	0010-2196 Garnishments W/H	PY16023	417.87	2714/1601023		00092728	11/14/2016
			<b>Check Total:</b>		<b>417.87</b>				
MW OH	PCEA C/O NORTH ORANGE V000679	PE 11/5/16 PD DATE 11/11/16	0029-2176 PCEA/OCEA Assoc Dues	PY16023	0.80	2615/1601023		00092729	11/14/2016
MW OH	PCEA C/O NORTH ORANGE V000679	PE 11/5/16 PD DATE 11/11/16	0010-2176 PCEA/OCEA Assoc Dues	PY16023	30.45	2615/1601023		00092729	11/14/2016
MW OH	PCEA C/O NORTH ORANGE V000679	PE 11/5/16 PD DATE 11/11/16	0048-2176 PCEA/OCEA Assoc Dues	PY16023	2.65	2615/1601023		00092729	11/14/2016
MW OH	PCEA C/O NORTH ORANGE V000679	PE 11/5/16 PD DATE 11/11/16	0037-2176	PY16023	0.10	2615/1601023		00092729	11/14/2016

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000679		PCEA/OCEA Assoc Dues						
			<b>Check Total:</b>		<b>34.00</b>				
MW OH	PLACENTIA POLICE V000839	PE 11/5/16 PD DATE 11/11/16	0010-2180 Police Mgmt Assn Dues	PY16023	942.52	2625/1601023		00092730	11/14/2016
			<b>Check Total:</b>		<b>942.52</b>				
MW OH	PLACENTIA POLICE V003519	PE 11/5/16 PD DATE 11/11/16	0010-2178 Placentia Police Assoc Dues	PY16023	2,990.17	2620/1601023		00092731	11/14/2016
			<b>Check Total:</b>		<b>2,990.17</b>				
MW OH	VANTAGEPOINT TRANSFER V007191	PE 11/5/16 PD DATE 11/11/16	0029-2170 Deferred Comp Payable - ICMA	PY16023	14.64	2606/1601023		00092732	11/14/2016
MW OH	VANTAGEPOINT TRANSFER V007191	PE 11/5/16 PD DATE 11/11/16	0010-2170 Deferred Comp Payable - ICMA	PY16023	2,299.08	2606/1601023		00092732	11/14/2016
MW OH	VANTAGEPOINT TRANSFER V007191	PE 11/5/16 PD DATE 11/11/16	0048-2170 Deferred Comp Payable - ICMA	PY16023	59.69	2606/1601023		00092732	11/14/2016
MW OH	VANTAGEPOINT TRANSFER V007191	PE 11/5/16 PD DATE 11/11/16	0037-2170 Deferred Comp Payable - ICMA	PY16023	17.06	2606/1601023		00092732	11/14/2016
			<b>Check Total:</b>		<b>2,390.47</b>				
MW OH	ALL CITY MANAGEMENT V000005	10/9-22 CROSSING GUARD SVS	103047-6290 Dept. Contract Services	AP111716	3,025.75	45612	P10941	00092733	11/17/2016
			<b>Check Total:</b>		<b>3,025.75</b>				
MW OH	ALTA LANGUAGE SERVICES V010194	10/10 BILINGUAL TESTING SVS	101512-6099 Professional Services	AP111716	62.00	IS317738		00092734	11/17/2016
			<b>Check Total:</b>		<b>62.00</b>				
MW OH	ANAHEIM ICE V000318	FALL INSTRUCTOR PAYMENT	104071-6060 Instructional Services	AP111716	331.50	FALL 2016		00092735	11/17/2016
			<b>Check Total:</b>		<b>331.50</b>				
MW OH	ANDAZ SAN DIEGO HOTEL V010195	PD TRAINING HOTEL - UCEDA	103042-6250 Staff Training	AP111716	809.08	111716		00092736	11/17/2016
MW OH	ANDAZ SAN DIEGO HOTEL	PD TRAINING HOTEL - FILLERS	103042-6250	AP111716	809.08	111816		00092736	11/17/2016

**City of Placentia  
Check Register  
For 11/28/2016**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010195		Staff Training						
			<b>Check Total:</b>		<b>1,618.16</b>				
MW OH	ANGEL, BRYCE V002886	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	AP111716	16.85	112116		00092737	11/17/2016
			<b>Check Total:</b>		<b>16.85</b>				
MW OH	AQUINO, BRANDEE V010208	FALL INSTRUCTOR PAYMENT	104071-6060 Instructional Services	AP111716	96.00	FALL 2016		00092738	11/17/2016
			<b>Check Total:</b>		<b>96.00</b>				
MW OH	ARAMARK UNIFORM V004232	PW UNIFORMS	103650-6360 Uniforms	AP111716	289.23	531975739		00092739	11/17/2016
MW OH	ARAMARK UNIFORM V004232	FACILITY MAT CLEANING	103654-6301 Special Department Supplies	AP111716	252.91	531975740		00092739	11/17/2016
MW OH	ARAMARK UNIFORM V004232	PW UNIFORMS	103650-6360 Uniforms	AP111716	374.84	531993015		00092739	11/17/2016
MW OH	ARAMARK UNIFORM V004232	FACILITY MAT CLEANING	103654-6301 Special Department Supplies	AP111716	153.71	531993016		00092739	11/17/2016
			<b>Check Total:</b>		<b>1,070.69</b>				
MW OH	ARCOR INC V010211	ADA CONSULTING SVS	101005-6005 Legal Services	AP111716	10,368.00	11152016		00092740	11/17/2016
			<b>Check Total:</b>		<b>10,368.00</b>				
MW OH	AT & T V008736	11/7-12/6 INTERNET CHARGES	109595-6215 Telephone	AP111716	50.81	NOV T/C 16		00092741	11/17/2016
			<b>Check Total:</b>		<b>50.81</b>				
MW OH	AT&T V004144	OCT-NOV PHONE CHARGES	109595-6215 Telephone	AP111716	2,915.65	110616		00092742	11/17/2016
MW OH	AT&T V004144	OCT-NOV PHONE CHARGES	0010-1220 Accts Rec/Plac Library Dist	AP111716	4.69	110616		00092742	11/17/2016
MW OH	AT&T V004144	OCT-NOV PHONE CHARGES	296561-6215 Telephone	AP111716	305.64	110616		00092742	11/17/2016

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MW OH	AT&T V004144	OCT-NOV PHONE CHARGES	109595-6215 / 61139-6215 Telephone	AP111716	4.34	110616		00092742	11/17/2016
			<b>Check Total:</b>		<b>3,230.32</b>				
MW OH	ATHENS SERVICES V006622	OCT STREET SWEEPING SVS	103652-6290 Dept. Contract Services	AP111716	15,548.18	2732073	P10892	00092743	11/17/2016
			<b>Check Total:</b>		<b>15,548.18</b>				
MW OH	BRYANT, DANIELLE V010004	FALL INSTRUCTOR PAYMENT	104071-6060 Instructional Services	AP111716	104.00	FALL 2016		00092744	11/17/2016
			<b>Check Total:</b>		<b>104.00</b>				
MW OH	CALIFORNIA FORENSIC V000232	OCT BLOOD DRAWS	103040-6055 Medical Services	AP111716	1,251.00	10.27.16	P10940	00092745	11/17/2016
			<b>Check Total:</b>		<b>1,251.00</b>				
MW OH	CALIFORNIA NEWSPAPER V009955	HERITAGE FESTIVAL ADVERTISING	0044-2067 / 79392-2067 Heritage Committee	AP111716	3,600.00	100116		00092746	11/17/2016
MW OH	CALIFORNIA NEWSPAPER V009955	OCT LEGAL ADVERTISING	102531-6225 Advertising/Promotional	AP111716	705.66	111142016		00092746	11/17/2016
MW OH	CALIFORNIA NEWSPAPER V009955	OCT LEGAL ADVERTISING	101002-6225 Advertising/Promotional	AP111716	550.80	111142016		00092746	11/17/2016
MW OH	CALIFORNIA NEWSPAPER V009955	OCT LEGAL ADVERTISING	101002-6299 Other Purchased Services	AP111716	129.00	111142016		00092746	11/17/2016
			<b>Check Total:</b>		<b>4,985.46</b>				
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Supplies	AP111716	624.63	71293253		00092747	11/17/2016
			<b>Check Total:</b>		<b>624.63</b>				
MW OH	CANON SOLUTIONS AMERICW V008809	17-11/16 COPIER USAGE	109595-6175 Office Equipment Rental	AP111716	38.50	4020631445		00092748	11/17/2016
			<b>Check Total:</b>		<b>38.50</b>				
MW OH	CARL WARREN & CO V008011	OCT LIABILITY CLAIMS ADMIN SVS	404582-6025 Third Party Administration	AP111716	1,541.66	1778259		00092749	11/17/2016

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MW OH	CBE V008124	10/5-11/4 COPIER OVERAGES	109595-6175 Office Equipment Rental	AP111716	1,541.66	38.10 IN1834489		00092750	11/17/2016
<b>Check Total:</b>					<b>38.10</b>				
MW OH	CLEAR CHOICE LIEN SALES NOV LIEN SERVICES V005847		103047-6182 Lien Services	AP111716	12.50	235B	P10911	00092751	11/17/2016
MW OH	CLEAR CHOICE LIEN SALES OCT CSUF PD LIEN SERVICES V005847		103047-6182 Lien Services	AP111716	12.50	235C	P10911	00092751	11/17/2016
<b>Check Total:</b>					<b>25.00</b>				
MW OH	COMMERCIAL AQUATIC V005203	JULY GOMEZ POOL MAINT	103654-6130 Repair & Maint/Facilities	AP111716	600.00	I16-3679		00092752	11/17/2016
MW OH	COMMERCIAL AQUATIC V005203	AUG WHITTEN POOL MAINT	103654-6130 Repair & Maint/Facilities	AP111716	600.00	I16-4381		00092752	11/17/2016
MW OH	COMMERCIAL AQUATIC V005203	AUG GOMEZ POOL MAINT	103654-6130 Repair & Maint/Facilities	AP111716	600.00	I16-4382		00092752	11/17/2016
MW OH	COMMERCIAL AQUATIC V005203	SEPT WHITTEN POOL CHEMICALS	103654-6130 Repair & Maint/Facilities	AP111716	301.86	I16-4997		00092752	11/17/2016
<b>Check Total:</b>					<b>2,101.86</b>				
MW OH	COUNTY OF ORANGE V007152	FY 16/17 PROPERTY TAXES	109595-6410 Property Taxes	AP111716	2,153.78	FY 16/17		00092753	11/17/2016
MW OH	COUNTY OF ORANGE V007152	FY 16/17 PROPERTY TAXES	484376-6120 R & M/Sewer & Storm Drain	AP111716	30,572.54	FY 16/17		00092753	11/17/2016
<b>Check Total:</b>					<b>32,726.32</b>				
MW OH	COUNTY OF ORANGE V008881	OCT OCATS PHONE SERVICES	103043-6137 Repair Maint/Equipment	AP111716	784.00	SH 44544	P10899	00092754	11/17/2016
MW OH	DARK, JENNIFER V010196	DEPOSIT REFUND - KRAEMER	100000-4340 / 79348-4340 Recreation Programs	AP111716	100.00	2001377.002		00092755	11/17/2016
<b>Check Total:</b>					<b>100.00</b>				

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MW OH	ECIS V006623	AUG FOG INSPECTION SERVICES	484356-6099 Professional Services	AP111716	1,260.00	COPGCD116	P10961	00092756	11/17/2016
			<b>Check Total:</b>		<b>1,260.00</b>				
MW OH	EMPLOYMENT V000203	UNEMPLOYMENT INSURANCE	404581-5155 Employee Insurance Claims	AP111716	2,282.00	L1624669216		00092757	11/17/2016
			<b>Check Total:</b>		<b>2,282.00</b>				
MW OH	EXTER, KRISTINA V010209	PYB REFUND	100000-4340 / 79348-4340 Recreation Programs	AP111716	10.00	2001381.002		00092758	11/17/2016
			<b>Check Total:</b>		<b>10.00</b>				
MW OH	FILLERS, JACOB V009181	PD TRAINING MEALS, PARKING	103042-6250 Staff Training	AP111716	425.00	111516		00092759	11/17/2016
			<b>Check Total:</b>		<b>425.00</b>				
MW OH	FUJITEC AMERICA INC V006496	ELEVATOR MAINT	103654-6290 Dept. Contract Services	AP111716	774.00	I100251298		00092760	11/17/2016
			<b>Check Total:</b>		<b>774.00</b>				
MW OH	GLOE, ADAM V002828	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	AP111716	16.85	112116		00092761	11/17/2016
			<b>Check Total:</b>		<b>16.85</b>				
MW OH	GST V009410	OCT IT SERVICES	101523-6290 Dept. Contract Services	AP111716	7,178.00	INV681	P10927	00092762	11/17/2016
			<b>Check Total:</b>		<b>16.85</b>				
MW OH	GST V009410	NETWORK SERVER	101523-6840 Machinery & Equipment	AP111716	11,368.78	INV729	P10949	00092762	11/17/2016
			<b>Check Total:</b>		<b>18,546.78</b>				
MW OH	ICMA RETIREMENT TRUST V010029	DEFERRED P/E 11/5 PD 11/11	0010-2170 Deferred Comp Payable - ICMA	AP111716	1,426.50	1114161		00092763	11/17/2016
			<b>Check Total:</b>		<b>18,546.78</b>				
MW OH	ICMA RETIREMENT TRUST V010029	DEFERRED P/E 11/5 PD 11/11	0048-2170 Deferred Comp Payable - ICMA	AP111716	40.00	1114161		00092763	11/17/2016
			<b>Check Total:</b>		<b>40.00</b>				
MW OH	ICMA RETIREMENT TRUST V010029	DEFERRED P/E 11/5 PD 11/11	0029-2170 Deferred Comp Payable - ICMA	AP111716	40.00	1114161		00092763	11/17/2016
			<b>Check Total:</b>		<b>40.00</b>				

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MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	AP111716	228.62	2775775-00		00092764	11/17/2016
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	AP111716	620.98	2777579-00		00092764	11/17/2016
MW OH	JOBS AVAILABLE V000534	JOB ADVERTISEMENT	101512-6225 Advertising/Promotional	AP111716	1,014.00	1619034		00092765	11/17/2016
MW OH	JOE BACKFLOW CO. V009867	BACKFLOW DEVICE	103655-6130 Repair & Maint/Facilities	AP111716	2,494.00	1478		00092766	11/17/2016
MW OH	JONES & MAYER V009822	SEPT LEGAL SERVICES	101005-6005 Legal Services	AP111716	35,517.00	79386	P10919	00092767	11/17/2016
MW OH	JONES & MAYER V009822	SEPT LEGAL SERVICES	101005-6005 Legal Services	AP111716	525.00	79391	P10919	00092767	11/17/2016
MW OH	JONES & MAYER V009822	SEPT LEGAL SERVICES	101005-6005 Legal Services	AP111716	21.00	79392	P10919	00092767	11/17/2016
MW OH	JONES & MAYER V009822	OCT LEGAL SERVICES	101005-6005 Legal Services	AP111716	1,599.00	79398	P10919	00092767	11/17/2016
MW OH	JONES & MAYER V009822	OCT LEGAL SERVICES	547525-6005 Legal Services	AP111716	799.50	79404	P10919	00092767	11/17/2016
MW OH	JONES & MAYER V009822	SEPT LEGAL SERVICES	101005-6005 Legal Services	AP111716	175.50	79405	P10919	00092767	11/17/2016
MW OH	JONES & MAYER V009822	SEPT LEGAL SERVICES	101005-6005 Legal Services	AP111716	294.00	79406	P10919	00092767	11/17/2016
MW OH	JONES & MAYER V009822	OCT LEGAL SERVICES	101005-6005 Legal Services	AP111716	42,972.50	79774	P10919	00092767	11/17/2016
MW OH	JONES & MAYER V009822	OCT LEGAL SERVICES	101005-6005 Legal Services	AP111716	567.00	79775	P10919	00092767	11/17/2016

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**Check Total: 1,014.00**

**Check Total: 2,494.00**

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	V009822		Legal Services						
MW OH	JONES & MAYER V009822	OCT LEGAL SERVICES	101005-6005 Legal Services	AP111716	987.00	79780	P10919	00092767	11/17/2016
MW OH	JONES & MAYER V009822	OCT LEGAL SERVICES	101005-6005 Legal Services	AP111716	2,604.00	79781	P10919	00092767	11/17/2016
MW OH	JONES & MAYER V009822	OCT LEGAL SERVICES	101005-6005 Legal Services	AP111716	1,081.00	79786	P10919	00092767	11/17/2016
MW OH	JONES & MAYER V009822	OCT LEGAL SERVICES	101005-6005 Legal Services	AP111716	1,259.50	79792	P10919	00092767	11/17/2016
MW OH	JONES & MAYER V009822	OCT LEGAL SERVICES	547525-6005 Legal Services	AP111716	3,159.00	79793	P10919	00092767	11/17/2016
MW OH	JONES & MAYER V009822	OCT LEGAL SERVICES	101005-6005 Legal Services	AP111716	663.00	79794	P10919	00092767	11/17/2016
				<b>Check Total:</b>	<b>92,224.00</b>				
MW OH	LEON, JOSE V010199	PYB REFUND	10000-4340 / 79348-4340 Recreation Programs	AP111716	10.00	2001382.002		00092768	11/17/2016
				<b>Check Total:</b>	<b>10.00</b>				
MW OH	MANAGED MOBILE INC V009496	VEHICLE MAINTENANCE	103658-6290 Dept. Contract Services	AP111716	66.00	83840		00092769	11/17/2016
MW OH	MANAGED MOBILE INC V009496	VEHICLE MAINTENANCE	103658-6290 Dept. Contract Services	AP111716	173.89	83864		00092769	11/17/2016
MW OH	MANAGED MOBILE INC V009496	VEHICLE MAINTENANCE	103658-6290 Dept. Contract Services	AP111716	2,197.21	83904		00092769	11/17/2016
				<b>Check Total:</b>	<b>2,437.10</b>				
MW OH	MARTIN & CHAPMAN CO V000618	ELECTION SUPPLIES	101002-6299 Other Purchased Services	AP111716	12.32	2016411		00092770	11/17/2016
MW OH	MC FADDEN-DALE V000635	PW SUPPLIES	103654-6301 Special Department Supplies	AP111716	170.75	262419/5		00092771	11/17/2016

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MW OH	MENELY, RICKI V003570	PD TRAINING MEALS	213041-6245 Meetings & Conferences	AP111716	170.75	200.00 111416		00092772	11/17/2016
				<b>Check Total:</b>					
MW OH	MILLER, SAMANTHA V010210	VETERANS DAY SCHOLARSHIP	101511-6301 Special Department Supplies	AP111716	200.00	100.00 11152016		00092773	11/17/2016
				<b>Check Total:</b>					
MW OH	MONJARAS & WISMAYER V009860	ERGONOMIC EVALUATION	404580-5165 Workers' Compensation Claims	AP111716	100.00	887.40 14704		00092774	11/17/2016
				<b>Check Total:</b>					
MW OH	MONTGOMERY, MICHELLE V010201	PYB REFUND	100000-4340 / 79348-4340 Recreation Programs	AP111716	887.40	10.00 2001387.002		00092775	11/17/2016
				<b>Check Total:</b>					
MW OH	MORTENSEN, MATTHEW V009907	VETERANS DAY SCHOLARSHIP	101511-6301 Special Department Supplies	AP111716	10.00	100.00 11152016		00092776	11/17/2016
				<b>Check Total:</b>					
MW OH	MOTO UNITED V009743	BATTERY	103658-6134 Vehicle Repair & Maintenance	AP111716	100.00	274.40 4446		00092777	11/17/2016
				<b>Check Total:</b>					
MW OH	NAVA, AHANEL V010202	PYB REFUND	100000-4340 / 79348-4340 Recreation Programs	AP111716	274.40	10.00 2001384.002		00092778	11/17/2016
				<b>Check Total:</b>					
MW OH	NGUYEN, BIANCA V010203	CLASS REFUND	100000-4340 / 79348-4340 Recreation Programs	AP111716	10.00	90.00 2001364.002		00092779	11/17/2016
				<b>Check Total:</b>					
MW OH	OCCMA V009931	OCCMA HOLIDAY LUNCHEON	101511-6245 Meetings & Conferences	AP111716	90.00	325.00 111516		00092780	11/17/2016
				<b>Check Total:</b>					
MW OH	OCCMA V009931	OCCMA HOLIDAY LUNCHEON	101512-6245 Meetings & Conferences	AP111716	50.00	50.00 111616		00092780	11/17/2016
				<b>Check Total:</b>					

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MW OH	OCCMA V009931	OCCMA HOLIDAY LUNCHEON	102534-6245 Meetings & Conferences	AP111716	50.00	111616		00092780	11/17/2016
MW OH	OCCMA V009931	OCCMA HOLIDAY LUNCHEON	102531-6245 Meetings & Conferences	AP111716	50.00	111616		00092780	11/17/2016
		<b>Check Total:</b>			<b>475.00</b>				
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	104070-6315 Office Supplies	AP111716	49.89	58180		00092781	11/17/2016
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	104070-6315 Office Supplies	AP111716	29.83	58237		00092781	11/17/2016
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103550-6301 Special Department Supplies	AP111716	41.88	58389		00092781	11/17/2016
MW OH	OFFICE INDUSTRIES V007477	CREDIT	104070-6315 Office Supplies	AP111716	-17.50	C58180		00092781	11/17/2016
		<b>Check Total:</b>			<b>104.10</b>				
MW OH	ORANGE COUNTY SHERIFF'SACT CLASS REG - GLOE V008628		103041-6250 Staff Training	AP111716	20.00	112016		00092782	11/17/2016
MW OH	ORANGE COUNTY SHERIFF'SACT CLASS REG - ANGEL V008628		103041-6250 Staff Training	AP111716	20.00	112116		00092782	11/17/2016
		<b>Check Total:</b>			<b>40.00</b>				
MW OH	PEREZ, FRANK V001550	HERITAGE REIMBURSEMENT	0044-2067 / 79392-2067 Heritage Committee	AP111716	212.93	11152016		00092783	11/17/2016
MW OH	PURE WATER TECHNOLOGYOCT PD WATER SERVICE V009593		103041-6301 Special Department Supplies	AP111716	150.13	99219		00092784	11/17/2016
		<b>Check Total:</b>			<b>150.13</b>				
MW OH	RAGGED ROBIN RANCH INC 11/9 PLANNING SERVICES V009274		102531-6099 / 45057-6099 Professional Services	AP111716	80.00	CR111016A		00092785	11/17/2016
MW OH	RAGGED ROBIN RANCH INC 10/31-11/10 PLANNING SERVICES V009274		102531-6290 Dept. Contract Services	AP111716	6,060.00	CR111016	P10864	00092785	11/17/2016

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MW OH	RAGGED ROBIN RANCH INC V009274	10/31-11/10 PLANNING TECH SVS	102531-6290 Dept. Contract Services	AP111716	1,840.00	CR111016	P10864	00092785	11/17/2016
				<b>Check Total:</b>	<b>7,980.00</b>				
MW OH	RATHOD, KIRAN V009466	DEPOSIT REFUND - WHITTEN	100000-4340 / 79348-4340 Recreation Programs	AP111716	150.00	2001372.002		00092786	11/17/2016
				<b>Check Total:</b>	<b>150.00</b>				
MW OH	RELIANCE STANDARD LIFE V008214	OCT STD INSURANCE PREMIUMS	109595-5169 STD Ins Premium	AP111716	2,352.17	10012016		00092787	11/17/2016
MW OH	RELIANCE STANDARD LIFE V008214	NOV STD INSURANCE PREMIUMS	109595-5169 STD Ins Premium	AP111716	2,352.17	11012016		00092787	11/17/2016
MW OH	RELIANCE STANDARD LIFE V008214	DEC STD INSURANCE PREMIUMS	109595-5169 STD Ins Premium	AP111716	2,352.17	12012016		00092787	11/17/2016
MW OH	RELIANCE STANDARD LIFE V008214	LTD/LIFE INSURANCE PREMIUMS	395083-5163 Life Insurance Premiums	AP111716	1,744.78	OCT & NOV 16		00092787	11/17/2016
MW OH	RELIANCE STANDARD LIFE V008214	LTD/LIFE INSURANCE PREMIUMS	395000-4725 ISF Life Ins Reimbursements	AP111716	3,372.64	OCT & NOV 16		00092787	11/17/2016
MW OH	RELIANCE STANDARD LIFE V008214	LTD/LIFE INSURANCE PREMIUMS	0010-2186 Optional Life Insurance	AP111716	796.84	OCT & NOV 16		00092787	11/17/2016
MW OH	RELIANCE STANDARD LIFE V008214	LTD/LIFE INSURANCE PREMIUMS	395000-4730 ISF LTD Ins Reimbursements	AP111716	5,767.04	OCT & NOV 16		00092787	11/17/2016
				<b>Check Total:</b>	<b>18,737.81</b>				
MW OH	RJOS, JAESENNIA V010204	PYB REFUND	100000-4340 / 79348-4340 Recreation Programs	AP111716	10.00	2001388.002		00092788	11/17/2016
				<b>Check Total:</b>	<b>10.00</b>				
MW OH	SA AQUATICS V002842	OCT FOUNTAIN MAINTENANCE	0010-1220 Accts Rec/Plac Library Dist	AP111716	142.50	204494		00092789	11/17/2016
MW OH	SA AQUATICS V002842	OCT FOUNTAIN MAINTENANCE	103654-6290 Dept. Contract Services	AP111716	142.50	204494		00092789	11/17/2016
				<b>Check Total:</b>	<b>285.00</b>				

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MW OH	SANTOS, RAUL V010205	PYB REFUND	100000-4340 / 79348-4340 Recreation Programs	AP111716	10.00	2001380.002		00092790	11/17/2016
MW OH	SARDINA, JESSICA V010206	VETERANS DAY SCHOLARSHIP	101511-6301 Special Department Supplies	AP111716	100.00	11152016		00092791	11/17/2016
MW OH	SERVICE CHAMPIONS V009666	BLDG PERMIT REFUND	100000-4160 Building Permits	AP111716	100.00				
				<b>Check Total:</b>	<b>113.20</b>				
MW OH	SOUTHERN CALIFORNIA V000910	OCT-NOV ELECTRICAL CHARGES	0010-1232 Accts Rec/City of Anaheim	AP111716	45.37	110516		00092793	11/17/2016
MW OH	SOUTHERN CALIFORNIA V000910	OCT-NOV ELECTRICAL CHARGES	296561-6330 / 61139-6330 Electricity	AP111716	45.36	110516		00092793	11/17/2016
MW OH	SOUTHERN CALIFORNIA V000910	OCT-NOV ELECTRICAL CHARGES	0010-1228 AR/County of Orange	AP111716	15.60	110516		00092793	11/17/2016
MW OH	SOUTHERN CALIFORNIA V000910	OCT-NOV ELECTRICAL CHARGES	296561-6330 Electricity	AP111716	268.25	110516		00092793	11/17/2016
MW OH	SOUTHERN CALIFORNIA V000910	OCT-NOV ELECTRICAL CHARGES	109595-6330 / 61138-6330 Electricity	AP111716	160.78	110516		00092793	11/17/2016
MW OH	SOUTHERN CALIFORNIA V000910	OCT-NOV ELECTRICAL CHARGES	286560-6330 Electricity	AP111716	29,677.35	110516		00092793	11/17/2016
MW OH	SOUTHERN CALIFORNIA V000910	OCT-NOV ELECTRICAL CHARGES	109595-6330 Electricity	AP111716	12,787.02	110516		00092793	11/17/2016
MW OH	SOUTHERN CALIFORNIA V000910	OCT-NOV ELECTRICAL CHARGES	109595-6330 / 61141-6330 Electricity	AP111716	341.76	110516		00092793	11/17/2016
MW OH	SOUTHERN CALIFORNIA V000910	OCT-NOV ELECTRICAL CHARGES	109595-6330 / 61140-6330 Electricity	AP111716	177.86	110516		00092793	11/17/2016
MW OH	SPRINT	OCT PD FRAME RELAY SVS	109595-6215	AP111716	611.39	95101161003500		00092794	11/17/2016
				<b>Check Total:</b>	<b>43,519.35</b>				

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V006126		Telephone						
MW OH	ST JOSEPH HERITAGE V001728	OCT EMPLOYEE PHYSICALS	101512-6099 Professional Services	Check Total: AP111716	611.39	490.00 61861		00092795	11/17/2016
MW OH	STAPLES ADVANTAGE V007323	OFFICE SUPPLIES	104070-6315 Office Supplies	Check Total: AP111716	490.00	168.08 8041212131		00092796	11/17/2016
MW OH	STAPLES ADVANTAGE V007323	OFFICE SUPPLIES	104070-6315 Office Supplies	AP111716	149.29	8041409887		00092796	11/17/2016
MW OH	STAPLES ADVANTAGE V007323	CREDIT	104070-6315 Office Supplies	AP111716	-132.74	8041610852		00092796	11/17/2016
MW OH	SUNGARD PUBLIC SECTOR V005987	OS-ASP SERVICES	101523-6136 Software Maintenance	Check Total: AP111716	184.63	6,258.58 128649	P10858	00092797	11/17/2016
MW OH	THE SAUCE CREATIVE V007476	HISTORICAL COMM TABLECLOTH	0044-2065 Historical Committee	Check Total: AP111716	6,258.58	345.60 1226		00092798	11/17/2016
MW OH	TRIFYTT SPORTS V004975	FALL INSTRUCTOR PAYMENT	104071-6060 Instructional Services	Check Total: AP111716	345.60	1,296.00 FALL 2016		00092799	11/17/2016
MW OH	TURBO DATA SYSTEMS INC V001238	OCT PARKING CIT PROCESSING	103047-6290 Dept. Contract Services	Check Total: AP111716	1,296.00	2,281.85 25156	P10876	00092800	11/17/2016
MW OH	UCEDA, JOSE V005936	PD TRAINING MEALS, PARKING	103042-6250 Staff Training	Check Total: AP111716	2,281.85	425.00 111616		00092801	11/17/2016
MW OH	US BANK PARS #6746022400 V008781	PARS/ARS P/E 11/5 PD 11/11	0010-2131 Employer PARS/ARS Payable	Check Total: AP111716	425.00	1,301.14 1114161		00092802	11/17/2016

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	US BANK PARS #6746022400 V008781	PARS/ARS P/E 11/5 PD 11/11	0037-2131 Employer PARS/ARS Payable	AP111716	1.87	1114161		00092802	11/17/2016
MW OH	US BANK PARS #6746022400 V008781	PARS/ARS P/E 11/5 PD 11/11	0010-2126 Employee PARS/ARS W/H	AP111716	1,301.14	1114161		00092802	11/17/2016
MW OH	US BANK PARS #6746022400 V008781	PARS/ARS P/E 11/5 PD 11/11	0037-2126 Employee PARS/ARS W/H	AP111716	1.87	1114161		00092802	11/17/2016
			<b>Check Total:</b>		<b>2,606.02</b>				
MW OH	VDA DE RIOS, ANGELA V010197	DEPOSIT REFUND - WHITTEN	100000-4340 / 79348-4340 Recreation Programs	AP111716	150.00	2001378.002		00092803	11/17/2016
MW OH	WELLS FARGO VENOR FIN V010076	PW COPIER BUYOUT	109595-6175 Office Equipment Rental	AP111716	150.00	90136318453		00092804	11/17/2016
			<b>Check Total:</b>		<b>518.44</b>				
MW OH	WESTERN TRANSIT V008280	SEPT SR TRANSPORTATION	184071-6401 / 79538-6401 Community Programs	AP111716	4,218.06	2.2626	P10957	00092805	11/17/2016
MW OH	WESTERN TRANSIT V008280	SEPT FARMERS MKT	104075-6401 / 79538-6401 Community Programs	AP111716	1,122.00	2.2633	P10957	00092805	11/17/2016
MW OH	WESTERN TRANSIT V008280	OCT SR TRANSPORTATION	184071-6401 / 79538-6401 Community Programs	AP111716	4,108.50	2.2640	P10957	00092805	11/17/2016
			<b>Check Total:</b>		<b>9,448.56</b>				
MW OH	WILLIS, EVELYN V009815	FALL CLASS INSTRUCTOR	104071-6060 Instructional Services	AP111716	819.00	FALL 2016		00092806	11/17/2016
MW OH	WU, NATHAN V010207	VETERANS DAY SCHOLARSHIP	101511-6301 Special Department Supplies	AP111716	100.00	11152016		00092807	11/17/2016
			<b>Check Total:</b>		<b>100.00</b>				
MW OH	YORBA LINDA WATER V001148	9/27-11/1 WATER CHARGES	109595-6335 Water	AP111716	343.99	110716		00092808	11/17/2016
			<b>Check Total:</b>		<b>343.99</b>				

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ADVANCED BUSINESS V010154	GRANT WRITING SERVICES	333555-6185 / 79542-6185 Construction Services	AP112116	2,760.00	1007	P10931	00092809	11/21/2016
MW OH	AT & T MOBILITY V008709	10/8-11/7 IPAD CHARGES	109595-6215 Telephone	<b>Check Total:</b> AP112116	<b>2,760.00</b>			00092810	11/21/2016
MW OH	CANON SOLUTIONS AMERIC V008809	AMERICACT COPIER USAGE	109595-6175 Office Equipment Rental	<b>Check Total:</b> AP112116	<b>288.94</b>	4020674357		00092811	11/21/2016
MW OH	CONNELL, JOSEPH V004080	PD TRAINING MEALS, MILEAGE	103047-6250 Staff Training	<b>Check Total:</b> AP112116	<b>250.79</b>			00092812	11/21/2016
MW OH	FIS V008518	OCT B/L INTERCHANGE FEES	102020-6025 Third Party Administration	<b>Check Total:</b> AP112116	<b>231.28</b>	34379994		00092813	11/21/2016
MW OH	JCL TRAFFIC SERVICES V010188	TRAFFIC CONTROL RENTALS	0044-2067 / 79592-2067 Heritage Committee	<b>Check Total:</b> AP112116	<b>14.85</b>		P10954	00092814	11/21/2016
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS	103043-6360 / 50080-6360 Uniforms	<b>Check Total:</b> AP112116	<b>3,760.98</b>	28421		00092815	11/21/2016
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS	103040-6360 / 50040-6360 Uniforms	AP112116	601.08	28486		00092815	11/21/2016
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS	103040-6360 / 50040-6360 Uniforms	AP112116	12.96	28638		00092815	11/21/2016
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS	103040-6360 / 50040-6360 Uniforms	AP112116	44.26	28649		00092815	11/21/2016
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS	103040-6360 / 50040-6360 Uniforms	AP112116	83.15	28737		00092815	11/21/2016
MW OH	KEYSTONE UNIFORMS	PD UNIFORMS	103047-6360 / 50045-6360	AP112116	187.90	28755		00092815	11/21/2016

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V009178		Uniforms						
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS	103041-6360 / 50040-6360 Uniforms	AP112116	308.04	28894		00092815	11/21/2016
			<b>Check Total:</b>		<b>1,322.70</b>				
MW OH	MUNITEMPS V009595	10/31-11/9 FINANCE MANAGER SVS	102020-6099 Professional Services	AP112116	7,705.00	126876	P10872	00092816	11/21/2016
			<b>Check Total:</b>		<b>7,705.00</b>				
MW OH	R DEPENDABLE V010189	EOC CONSTRUCTION SVS	333554-6185 / 61093-6185 Construction Services	AP112116	35,496.29	2059	P10955	00092817	11/21/2016
			<b>Check Total:</b>		<b>35,496.29</b>				
MW OH	SUNSTATE EQUIPMENT CO. V000963	HERITAGE EQUIPMENT RENTALS	0044-2067 / 79392-2067 Heritage Committee	AP112116	97.28	6710798-001	P10960	00092818	11/21/2016
MW OH	SUNSTATE EQUIPMENT CO. V000963	HERITAGE EQUIPMENT RENTALS	0044-2067 / 79392-2067 Heritage Committee	AP112116	97.28	6740793-001	P10960	00092818	11/21/2016
MW OH	SUNSTATE EQUIPMENT CO. V000963	HERITAGE EQUIPMENT RENTALS	0044-2067 / 79392-2067 Heritage Committee	AP112116	97.28	6740794-001	P10960	00092818	11/21/2016
MW OH	SUNSTATE EQUIPMENT CO. V000963	HERITAGE EQUIPMENT RENTALS	0044-2067 / 79392-2067 Heritage Committee	AP112116	1,073.04	6740809-001	P10960	00092818	11/21/2016
MW OH	SUNSTATE EQUIPMENT CO. V000963	HERITAGE EQUIPMENT RENTALS	0044-2067 / 79392-2067 Heritage Committee	AP112116	548.92	6740809-002	P10960	00092818	11/21/2016
MW OH	SUNSTATE EQUIPMENT CO. V000963	HERITAGE EQUIPMENT RENTALS	0044-2067 / 79392-2067 Heritage Committee	AP112116	279.22	6740811-001	P10960	00092818	11/21/2016
MW OH	SUNSTATE EQUIPMENT CO. V000963	HERITAGE EQUIPMENT RENTALS	0044-2067 / 79392-2067 Heritage Committee	AP112116	97.28	6741202-001	P10960	00092818	11/21/2016
MW OH	SUNSTATE EQUIPMENT CO. V000963	HERITAGE EQUIPMENT RENTALS	0044-2067 / 79392-2067 Heritage Committee	AP112116	518.70	6742039-001	P10960	00092818	11/21/2016
MW OH	SUNSTATE EQUIPMENT CO. V000963	HERITAGE EQUIPMENT RENTALS	0044-2067 / 79392-2067 Heritage Committee	AP112116	601.14	6742039-002	P10960	00092818	11/21/2016
			<b>Check Total:</b>		<b>3,410.14</b>				

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	CALIFORNIA STATE V004813	P/E 11/19/16 PD DATE 11/25/16	0029-2196 Garnishments W/H	PY16024	22.50	2700/1601024		00092819	11/28/2016
MW OH	CALIFORNIA STATE V004813	P/E 11/19/16 PD DATE 11/25/16	0010-2196 Garnishments W/H	PY16024	941.53	2700/1601024		00092819	11/28/2016
MW OH	CALIFORNIA STATE V004813	P/E 11/19/16 PD DATE 11/25/16	0048-2196 Garnishments W/H	PY16024	137.88	2700/1601024		00092819	11/28/2016
MW OH	CALIFORNIA STATE V004813	P/E 11/19/16 PD DATE 11/25/16	0037-2196 Garnishments W/H	PY16024	46.15	2700/1601024		00092819	11/28/2016
			<b>Check Total:</b>		<b>1,148.06</b>				
MW OH	FRANCHISE TAX BOARD V000404	P/E 11/19/16 PD DATE 11/25/16	0010-2196 Garnishments W/H	PY16024	48.00	2710/1601024		00092820	11/28/2016
MW OH	FRANCHISE TAX BOARD V000404	P/E 11/19/16 PD DATE 11/25/16	0029-2196 Garnishments W/H	PY16024	6.00	2710/1601024		00092820	11/28/2016
MW OH	FRANCHISE TAX BOARD V000404	P/E 11/19/16 PD DATE 11/25/16	0048-2196 Garnishments W/H	PY16024	6.00	2710/1601024		00092820	11/28/2016
			<b>Check Total:</b>		<b>60.00</b>				
MW OH	ORANGE COUNTY V000699	P/E 11/19/16 PD DATE 11/25/16	0029-2176 PCEA/OCEA Assoc Dues	PY16024	7.69	2610/1601024		00092821	11/28/2016
MW OH	ORANGE COUNTY V000699	P/E 11/19/16 PD DATE 11/25/16	0010-2176 PCEA/OCEA Assoc Dues	PY16024	283.32	2610/1601024		00092821	11/28/2016
MW OH	ORANGE COUNTY V000699	P/E 11/19/16 PD DATE 11/25/16	0048-2176 PCEA/OCEA Assoc Dues	PY16024	25.49	2610/1601024		00092821	11/28/2016
MW OH	ORANGE COUNTY V000699	P/E 11/19/16 PD DATE 11/25/16	0037-2176 PCEA/OCEA Assoc Dues	PY16024	0.96	2610/1601024		00092821	11/28/2016
			<b>Check Total:</b>		<b>317.46</b>				
MW OH	ORANGE COUNTY SHERIFF V005007	P/E 11/19/16 PD DATE 11/25/16	0010-2196 Garnishments W/H	PY16024	417.87	2714/1601024		00092822	11/28/2016
MW OH	PCEA C/O NORTH ORANGE	P/E 11/19/16 PD DATE 11/25/16	0010-2176	PY16024	29.45	2615/1601024		00092823	11/28/2016
			<b>Check Total:</b>		<b>417.87</b>				

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
	V000679		PCEA/OCEA Assoc Dues					
MW OH	PCEA C/O NORTH ORANGE	11/19/16 PD DATE 11/25/16	0029-2176	PY16024	0.80 2615/1601024		00092823	11/28/2016
	V000679		PCEA/OCEA Assoc Dues					
MW OH	PCEA C/O NORTH ORANGE	11/19/16 PD DATE 11/25/16	0037-2176	PY16024	0.10 2615/1601024		00092823	11/28/2016
	V000679		PCEA/OCEA Assoc Dues					
MW OH	PCEA C/O NORTH ORANGE	11/19/16 PD DATE 11/25/16	0048-2176	PY16024	2.65 2615/1601024		00092823	11/28/2016
	V000679		PCEA/OCEA Assoc Dues					
			<b>Check Total:</b>		<b>33.00</b>			
MW OH	PLACENTIA POLICE	P/E 11/19/16 PD DATE 11/25/16	0010-2180	PY16024	942.52 2625/1601024		00092824	11/28/2016
	V000839		Police Mgmt Assn Dues					
			<b>Check Total:</b>		<b>942.52</b>			
MW OH	PLACENTIA POLICE	P/E 11/19/16 PD DATE 11/25/16	0010-2178	PY16024	2,917.40 2620/1601024		00092825	11/28/2016
	V003519		Placentia Police Assoc Dues					
			<b>Check Total:</b>		<b>2,917.40</b>			
MW OH	VANTAGEPOINT TRANSFER	P/E 11/19/16 PD DATE 11/25/16	0010-2170	PY16024	2,299.08 2606/1601024		00092826	11/28/2016
	V007191		Deferred Comp Payable - ICMA					
			<b>Check Total:</b>		<b>2,299.08</b>			
MW OH	VANTAGEPOINT TRANSFER	P/E 11/19/16 PD DATE 11/25/16	0029-2170	PY16024	14.64 2606/1601024		00092826	11/28/2016
	V007191		Deferred Comp Payable - ICMA					
			<b>Check Total:</b>		<b>14.64</b>			
MW OH	VANTAGEPOINT TRANSFER	P/E 11/19/16 PD DATE 11/25/16	0037-2170	PY16024	17.06 2606/1601024		00092826	11/28/2016
	V007191		Deferred Comp Payable - ICMA					
			<b>Check Total:</b>		<b>17.06</b>			
MW OH	VANTAGEPOINT TRANSFER	P/E 11/19/16 PD DATE 11/25/16	0048-2170	PY16024	59.69 2606/1601024		00092826	11/28/2016
	V007191		Deferred Comp Payable - ICMA					
			<b>Check Total:</b>		<b>59.69</b>			
			<b>Check Total:</b>		<b>2,390.47</b>			
			<b>Type Total:</b>		<b>377,000.20</b>			
			<b>Check Total:</b>		<b>377,000.20</b>			

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Ref #	Ref Date
			<u>EDR Totals by ID</u>					
	AP	0.00						
	EP	276,360.44						
	IP	0.00						
	OP	0.00						
			<u>EDR Totals by Fund</u>					
	101-General Fund (0010)		274,930.30					
	211-PEG Fund (0058)		336.00					
	265-Landscape Maintenance (0029)		1,619.71					
	275-Sewer Maintenance (0048)		5,113.02					
	401-City Capital Projects (0033)		185.98					
	501-Refuse Administration (0037)		580.72					
	601-Employee Health & Wlfre (0039)		-6,734.95					
	701-Special Deposits (0044)		329.66					
			<b>Void Total:</b>		0.00			
			<b>EDR Total:</b>		276,360.44			
			<b>Grand Total:</b>		276,360.44			
			<b>Electronic Disbursement Sub Totals:</b>		276,360.44			
			<b>ACH Payroll Direct Deposit for 10/28/16:</b>		273,847.05			
			<b>Electronic Disbursement Total:</b>		550,207.49			

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	ICMA RETIREMENT TRUST V000496	PE 11/5/16 PD DATE 11/11/16	0010-2170 Deferred Comp Payable - ICMA	PY16023	12,286.55	2995/1601023		00008731	11/14/2016
EP	ICMA RETIREMENT TRUST V000496	PE 11/5/16 PD DATE 11/11/16	0029-2170 Deferred Comp Payable - ICMA	PY16023	90.50	2995/1601023		00008731	11/14/2016
EP	ICMA RETIREMENT TRUST V000496	PE 11/5/16 PD DATE 11/11/16	0048-2170 Deferred Comp Payable - ICMA	PY16023	306.25	2995/1601023		00008731	11/14/2016
EP	ICMA RETIREMENT TRUST V000496	PE 11/5/16 PD DATE 11/11/16	0037-2170 Deferred Comp Payable - ICMA	PY16023	7.50	2995/1601023		00008731	11/14/2016
					<b>Check Total:</b>	<b>12,690.80</b>			
EP	BANK OF AMERICA V008741	SR CENTER SUPPLIES	0044-2064 Senior Advisory Committee	ACH111516	49.32	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	HERITAGE PARADE SIGNS	0044-2067 / 79392-2067 Heritage Committee	ACH111516	167.50	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	ACH111516	17.58	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	ACH111516	65.36	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	ACC-OC ADVOCACY REG	101001-6245 Meetings & Conferences	ACH111516	1,956.00	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	ACC-OC AIRFARE - WANKE	101001-6245 Meetings & Conferences	ACH111516	534.96	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	CHAMBER BREAKFAST REG	101001-6245 Meetings & Conferences	ACH111516	100.00	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	ACH111516	36.83	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	ACH111516	17.58	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	ACH111516	63.16	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	CERTIFICATE PLAQUE	101001-6301	ACH111516	120.86	OCTOBER 16		00008732	11/16/2016

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V008741		Special Department Supplies						
EP	BANK OF AMERICA V008741	BUSINESS MEETING LUNCH	101511-6245 Meetings & Conferences	ACH111516	59.68	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	CA LEAGUE CONF CAB FARE	101511-6245 Meetings & Conferences	ACH111516	7.85	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	TASK FORCE MTG SUPPLIES	101511-6245 Meetings & Conferences	ACH111516	33.42	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	CA LEGUE CONF HOTEL - ARRULA	101511-6245 Meetings & Conferences	ACH111516	236.11	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	TASK FORCE MTG SUPPLIES	101511-6245 Meetings & Conferences	ACH111516	19.94	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	BUSINESS MEETING LUNCH	101511-6245 Meetings & Conferences	ACH111516	37.35	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	BUSINESS MEETING MEALS	101511-6245 Meetings & Conferences	ACH111516	35.41	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	BUSINESS MEETING LUNCH	101511-6245 Meetings & Conferences	ACH111516	68.98	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	BUSINESS MEETING LUNCH	101511-6245 Meetings & Conferences	ACH111516	60.23	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	BUSINESS MEETING LUNCH	101511-6245 Meetings & Conferences	ACH111516	81.54	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	BUSINESS MEETING LUNCH	101511-6245 Meetings & Conferences	ACH111516	48.16	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	BUSINESS MEETING LUNCH	101511-6245 Meetings & Conferences	ACH111516	79.04	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101511-6315 Office Supplies	ACH111516	3.23	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	LASERJET PRO PRINTER	101511-6315 Office Supplies	ACH111516	161.87	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101511-6315	ACH111516	39.68	OCTOBER 16		00008732	11/16/2016

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	V008741		Office Supplies						
EP	BANK OF AMERICA V008741	CALPERS CONF PARKING	101512-6245 Meetings & Conferences	ACH111516	8.00	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	WELLNESS WEEK SUPPLIES	101512-6250 Staff Training	ACH111516	95.49	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	WELLNESS WEEK SUPPLIES	101512-6250 Staff Training	ACH111516	9.05	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	WELLNESS WEEK SUPPLIES	101512-6250 Staff Training	ACH111516	19.40	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	WELLNESS WEEK SUPPLIES	101512-6250 Staff Training	ACH111516	7.74	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	WELLNESS WEEK SUPPLIES	101512-6250 Staff Training	ACH111516	33.00	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	WELLNESS WEEK SUPPLIES	101512-6250 Staff Training	ACH111516	33.00	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	WELLNESS WEEK SUPPLIES	101512-6250 Staff Training	ACH111516	909.75	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	CALPERS CONF PARKING	101512-6250 Staff Training	ACH111516	8.00	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	CALPERS CONF PARKING	101512-6250 Staff Training	ACH111516	8.00	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	CALPERS CONF MEALS	101512-6250 Staff Training	ACH111516	41.10	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	TRAINING SUPPLIES	101512-6250 Staff Training	ACH111516	60.00	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	INTERVIEW PANEL MEALS	101512-6301 Special Department Supplies	ACH111516	28.21	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	INTERVIEW PANEL MEALS	101512-6301 Special Department Supplies	ACH111516	36.00	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA	INTERVIEW PANEL MEALS	101512-6301	ACH111516	100.48	OCTOBER 16		00008732	11/16/2016

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	V008741		Special Department Supplies						
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101512-6315 Office Supplies	ACH111516	364.38	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	CERTIFICATE PLAQUE	101513-6315 Office Supplies	ACH111516	120.86	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	MONITOR	101513-6315 Office Supplies	ACH111516	300.00	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	CESA CONF MEALS - PATEL	101514-6245 Meetings & Conferences	ACH111516	36.68	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	CESA CONF MEAL - PATEL	101514-6245 Meetings & Conferences	ACH111516	12.20	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	CESA CONF HOTEL - PATEL	101514-6245 Meetings & Conferences	ACH111516	399.84	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	RACES MEETING SUPPLIES	101514-6245 Meetings & Conferences	ACH111516	9.98	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	POD OFFICE SUPPLIES	101514-6301 Special Department Supplies	ACH111516	91.74	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	FILE BOXES FOR POD	101514-6301 Special Department Supplies	ACH111516	19.86	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	POD OFFICE SUPPLIES	101514-6301 Special Department Supplies	ACH111516	15.85	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	POD SUPPLIES	101514-6301 Special Department Supplies	ACH111516	21.56	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	POD SUPPLIES	101514-6301 Special Department Supplies	ACH111516	44.90	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	CONFERENCE CALL LINES	101523-6136 Software Maintenance	ACH111516	178.28	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	PANDORA SUBSCRIPTION	101523-6136 Software Maintenance	ACH111516	26.95	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	IT SOFTWARE SUBSCRIPTION	101523-6136	ACH111516	50.00	OCTOBER 16		00008732	11/16/2016

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	V008741		Software Maintenance						
EP	BANK OF AMERICA V008741	MISAC MEMBERSHIP - PATEL	101523-6255 Dues & Memberships	ACH111516	160.00	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	PRINTER INK	101523-6301 Special Department Supplies	ACH111516	44.04	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	INK, CABLE EXTENSION,BATTERIES	101523-6301 Special Department Supplies	ACH111516	78.58	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	ZAGG KEYBOARDS	101523-6301 Special Department Supplies	ACH111516	330.50	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	IPADS	101523-6301 Special Department Supplies	ACH111516	19.00	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	IPADS	101523-6301 Special Department Supplies	ACH111516	2,306.16	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	PHYSICAL ASSET TAGS	101523-6301 Special Department Supplies	ACH111516	596.83	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	LASER PRINTER	101523-6840 Machinery & Equipment	ACH111516	161.87	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	WIFI RANGE EXTENDER	101523-6840 Machinery & Equipment	ACH111516	56.07	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	PRIVACY SCREENS	101523-6840 Machinery & Equipment	ACH111516	168.52	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	SCREEN PROTECTORS	101523-6840 Machinery & Equipment	ACH111516	84.26	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	POWER ADAPTER	101523-6840 Machinery & Equipment	ACH111516	9.67	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	MONITOR	101523-6840 Machinery & Equipment	ACH111516	559.62	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	102531-6315 Office Supplies	ACH111516	33.17	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	102531-6315	ACH111516	78.75	OCTOBER 16		00008732	11/16/2016

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	V008741		Office Supplies						
EP	BANK OF AMERICA V008741	CREDIT	102531-6315 Office Supplies	ACH111516	-69.09	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	BLDG INSPECTOR TRAINING REG	102532-6250 Staff Training	ACH111516	335.00	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	BLDG PERMIT TECH TRAINING REG	102532-6250 Staff Training	ACH111516	390.00	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	102532-6315 Office Supplies	ACH111516	78.74	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	102532-6315 Office Supplies	ACH111516	7.58	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	IACP CONF PARKING - PASCARELLA	103040-6245 Meetings & Conferences	ACH111516	140.00	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	BUSINESS MEETING LUNCH	103040-6245 Meetings & Conferences	ACH111516	26.86	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	IACP CONF HOTEL - PASCARELLA	103040-6250 Staff Training	ACH111516	1,347.92	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	CATERING SVS - NOC MTG	103040-6301 Special Department Supplies	ACH111516	344.52	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	SHADOW BOX	103040-6301 Special Department Supplies	ACH111516	213.41	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	PD SUPPLIES	103040-6301 Special Department Supplies	ACH111516	88.40	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	SHADOW BOX SUPPLIES	103040-6301 Special Department Supplies	ACH111516	19.98	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	PD UNIFORMS	103040-6360 Uniforms	ACH111516	47.50	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	PD TRAINING HOTEL - GARZA	103041-6250 Staff Training	ACH111516	430.16	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	PD TRAINING HOTEL - CONNELL	103041-6250	ACH111516	422.61	OCTOBER 16		00008732	11/16/2016

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	V008741		Staff Training						
EP	BANK OF AMERICA V008741	PD TRAINING REG - GLOE	103041-6250 Staff Training	ACH111516	125.00	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	PD TRAINING REG - EILEY, ALCAL	103041-6250 Staff Training	ACH111516	276.00	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	TRI CITY PARK KEYS	103041-6301 Special Department Supplies	ACH111516	40.15	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	MCV CABLE SERVICE	103041-6301 Special Department Supplies	ACH111516	59.99	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	BATTERIES	103041-6301 / 50040-6301 Special Department Supplies	ACH111516	151.68	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	PD TRAINING - FILLERS, UCEDA	103042-6250 Staff Training	ACH111516	690.00	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	CA HOMICIDE MEMBERSHIP	103042-6255 Dues & Memberships	ACH111516	30.00	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	BATTERIES	103042-6301 Special Department Supplies	ACH111516	8.62	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	BATTERY	103042-6301 Special Department Supplies	ACH111516	6.15	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	BATTERY	103042-6301 Special Department Supplies	ACH111516	7.87	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	RANGE TARGETS	103043-6162 Range Training	ACH111516	44.30	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	CREDIT	103043-6250 Staff Training	ACH111516	-20.00	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	2 SHREDDERS	103043-6301 Special Department Supplies	ACH111516	604.78	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	PD SUPPLIES	103043-6301 / 50085-6301 Special Department Supplies	ACH111516	16.59	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	BARRIER TAPE,SWABS, WATER	103043-6301 / 50100-6301	ACH111516	295.38	OCTOBER 16		00008732	11/16/2016

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	V008741		Special Department Supplies						
EP	BANK OF AMERICA V008741	CODE ENFORCEMENT UNIFORMS	103046-6360 Uniforms	ACH111516	268.26	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	PD TRAINING HOTEL - GARZA	103047-6250 Staff Training	ACH111516	430.16	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	CONF PARKING - ESTEVEZ	103550-6245 Meetings & Conferences	ACH111516	12.00	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	ANT SPRAY	103652-6301 / 79392-6301 Special Department Supplies	ACH111516	18.05	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	PLASTIC WRAP	103652-6301 Special Department Supplies	ACH111516	77.70	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	ASPHALT RELEASE	103652-6301 Special Department Supplies	ACH111516	143.10	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	COOL TOWELS FOR HERITAGE	103652-6301 / 79392-6301 Special Department Supplies	ACH111516	147.50	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	SIGN SHOP MATERIALS	103652-6310 Street Signs	ACH111516	22.65	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	FACILITY REPAIR MATERIALS	103654-6130 Repair & Maint/Facilities	ACH111516	270.09	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	FACILITY REPAIR MATERIALS	103654-6130 Repair & Maint/Facilities	ACH111516	76.27	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	TYNES GYM REPAIR MATERIALS	103654-6130 Repair & Maint/Facilities	ACH111516	72.98	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	PW KITCHEN CABINETS	103654-6130 Repair & Maint/Facilities	ACH111516	993.46	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	PW KITCHEN REPAIR SUPPLIES	103654-6130 Repair & Maint/Facilities	ACH111516	176.54	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	PW KITCHEN CABINETS	103654-6130 Repair & Maint/Facilities	ACH111516	340.00	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	PW KITCHEN REPAIR SUPPLIES	103654-6137	ACH111516	344.07	OCTOBER 16		00008732	11/16/2016

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	V008741		Repair Maint/Equipment						
EP	BANK OF AMERICA V008741	PW KITCHEN REPAIR SUPPLIES	103654-6137 Repair Maint/Equipment	ACH111516	235.45	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	PW KITCHEN REPAIR SUPPLIES	103654-6137 Repair Maint/Equipment	ACH111516	171.66	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	PW KITCHEN CABINETS	103654-6137 Repair Maint/Equipment	ACH111516	396.25	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	PW KITCHEN CABINETS	103654-6137 Repair Maint/Equipment	ACH111516	230.55	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	PW KITCHEN REPAIR SUPPLIES	103654-6137 Repair Maint/Equipment	ACH111516	279.47	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	PATIO REPAIR SUPPLIES	103654-6301 Special Department Supplies	ACH111516	16.22	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	FACILITY REPAIR SUPPLIES	103654-6301 Special Department Supplies	ACH111516	37.67	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	PATIO REPAIR SUPPLIES	103654-6301 Special Department Supplies	ACH111516	66.41	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	AIR FRESHENERS	103654-6301 Special Department Supplies	ACH111516	35.61	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	KEYS	103654-6301 Special Department Supplies	ACH111516	33.26	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	AIR FRESHENERS	103654-6301 Special Department Supplies	ACH111516	39.70	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	AIR FRESHENERS	103654-6301 Special Department Supplies	ACH111516	37.51	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	AIR FRESHENERS	103654-6301 Special Department Supplies	ACH111516	6.87	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	RESTROOM SIGNS	103654-6301 Special Department Supplies	ACH111516	99.90	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	FACILITY SUPPLIES	103654-6301	ACH111516	13.97	OCTOBER 16		00008732	11/16/2016

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	V008741		Special Department Supplies						
EP	BANK OF AMERICA V008741	REFRIGERATOR	103654-6301 Special Department Supplies	ACH111516	726.84	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	PW KITCHEN REPAIR SUPPLIES	103654-6301 Special Department Supplies	ACH111516	115.21	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	FACILITY SUPPLIES	103654-6301 Special Department Supplies	ACH111516	71.18	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	PW SUPPLIES	103655-6301 Special Department Supplies	ACH111516	102.18	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	TIRES	103658-6134 Vehicle Repair & Maintenance	ACH111516	429.64	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	15 SMOG CHECKS	103658-6134 Vehicle Repair & Maintenance	ACH111516	675.00	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	PD VEHICLE REPAIRS	103658-6134 Vehicle Repair & Maintenance	ACH111516	250.94	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	TIRES	103658-6134 Vehicle Repair & Maintenance	ACH111516	311.64	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	TIRES	103658-6134 Vehicle Repair & Maintenance	ACH111516	66.22	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	RECREATION WEBINAR	104070-6245 Meetings & Conferences	ACH111516	25.00	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	CPRS CONF REG - ZAMBRANO	104071-6245 Meetings & Conferences	ACH111516	405.00	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	CPRS CONF REG - ORTIZ	104071-6245 Meetings & Conferences	ACH111516	405.00	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	CPRS CONF REG - RODARTE	104071-6245 Meetings & Conferences	ACH111516	405.00	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	CPRS CONF REG - RODRIGUEZ	104071-6245 Meetings & Conferences	ACH111516	405.00	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	CPRS MEMBERSHIP - RODRIGUEZ	104071-6255	ACH111516	165.00	OCTOBER 16		00008732	11/16/2016

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	V008741		Dues & Memberships						
EP	BANK OF AMERICA V008741	REC STAFF NRPA MEMBERSHIP	104071-6255	ACH111516	600.00	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	EXCURSION TICKETS	104071-6270 Excursions	ACH111516	864.00	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	MISTING FAN	104071-6301 Special Department Supplies	ACH111516	461.70	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	MISTING FAN	104071-6301 Special Department Supplies	ACH111516	461.70	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	HERITAGE SUPPLIES	104071-6301 / 79392-6301 Special Department Supplies	ACH111516	75.68	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	WHITTEN CENTER WATER SVS	104071-6301 Special Department Supplies	ACH111516	56.96	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	CREDIT	104071-6301 Special Department Supplies	ACH111516	-1.00	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	MISC SUPPLIES	104071-6301 Special Department Supplies	ACH111516	1.00	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	REC SUPPLIES	104071-6301 Special Department Supplies	ACH111516	26.94	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	FILE BASKET	104071-6301 Special Department Supplies	ACH111516	35.39	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	CLEANING SERVICES	104071-6301 Special Department Supplies	ACH111516	48.00	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	LAWN PAINT	104071-6301 Special Department Supplies	ACH111516	72.32	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	CLEANING SERVICES	104071-6301 Special Department Supplies	ACH111516	199.75	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	SPRAY PAINT	104071-6301 Special Department Supplies	ACH111516	16.17	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301	ACH111516	10.80	OCTOBER 16		00008732	11/16/2016

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	V008741		Special Department Supplies						
EP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ACH111516	16.20	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	SR CENTER SUPPLIES	104071-6301 / 79278-6301 Special Department Supplies	ACH111516	78.42	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	SR CENTER WATER SERVICE	104071-6301 / 79278-6301 Special Department Supplies	ACH111516	69.57	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	PYB TROPHIES	104071-6301 / 79376-6301 Special Department Supplies	ACH111516	76.07	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	SR CENTER SUPPLIES	0044-2064 Senior Advisory Committee	ACH111516	112.84	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	REC FACEBOOK ADVERTISING	104071-6301 / 79392-6301 Special Department Supplies	ACH111516	5.00	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	MUSIC LICENSE RENEWAL	581573-6290 Dept. Contract Services	ACH111516	336.00	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	HERITAGE CANOPY MISTERS	104071-6301 / 79392-6301 Special Department Supplies	ACH111516	107.98	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	MISTERS FOR HERITAGE	104071-6301 / 79392-6301 Special Department Supplies	ACH111516	107.74	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	HERITAGE MTG REC STAFF MEALS	104071-6301 / 79392-6301 Special Department Supplies	ACH111516	273.18	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	HERITAGE STORAGE CONTAINERS	104071-6301 / 79392-6301 Special Department Supplies	ACH111516	135.22	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	HERITAGE SUPPLIES	104071-6301 / 79392-6301 Special Department Supplies	ACH111516	364.49	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	HERITAGE SUPPLIES	104071-6301 / 79392-6301 Special Department Supplies	ACH111516	581.34	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	HERITAGE VOLUNTEER BADGES	104071-6301 / 79392-6301 Special Department Supplies	ACH111516	30.77	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	HERITAGE SUPPLIES	104071-6301 / 79392-6301 Special Department Supplies	ACH111516	96.37	OCTOBER 16		00008732	11/16/2016

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EP	V008741 BANK OF AMERICA V008741	HERITAGE SUPPLIES	Special Department Supplies 104071-6301 / 79392-6301 Special Department Supplies	ACH111516	123.24	OCTOBER 16		00008732	11/16/2016
EP	V008741 BANK OF AMERICA V008741	HERITAGE SUPPLIES	Special Department Supplies 104071-6301 / 79392-6301 Special Department Supplies	ACH111516	64.69	OCTOBER 16		00008732	11/16/2016
EP	V008741 BANK OF AMERICA V008741	HERITAGE VOLUNTEER MEALS	Special Department Supplies 104071-6301 / 79392-6301 Special Department Supplies	ACH111516	398.39	OCTOBER 16		00008732	11/16/2016
EP	V008741 BANK OF AMERICA V008741	HERITAGE SUPPLIES	Special Department Supplies 104071-6301 / 79392-6301 Special Department Supplies	ACH111516	137.57	OCTOBER 16		00008732	11/16/2016
EP	V008741 BANK OF AMERICA V008741	HERITAGE SUPPLIES	Special Department Supplies 104071-6301 / 79392-6301 Special Department Supplies	ACH111516	20.02	OCTOBER 16		00008732	11/16/2016
EP	V008741 BANK OF AMERICA V008741	HERITAGE SUPPLIES	Special Department Supplies 104071-6301 / 79392-6301 Special Department Supplies	ACH111516	85.08	OCTOBER 16		00008732	11/16/2016
EP	V008741 BANK OF AMERICA V008741	HERITAGE SUPPLIES	Special Department Supplies 104071-6301 / 79392-6301 Special Department Supplies	ACH111516	80.88	OCTOBER 16		00008732	11/16/2016
EP	V008741 BANK OF AMERICA V008741	HERITAGE WALKIE TALKIES	Special Department Supplies 104071-6301 / 79392-6301 Special Department Supplies	ACH111516	528.83	OCTOBER 16		00008732	11/16/2016
EP	V008741 BANK OF AMERICA V008741	HERITAGE SIGNS	Special Department Supplies 104071-6301 / 79392-6301 Special Department Supplies	ACH111516	161.94	OCTOBER 16		00008732	11/16/2016
EP	V008741 BANK OF AMERICA V008741	HERITAGE GOLF CART RENTAL	Special Department Supplies 104071-6301 / 79392-6301 Special Department Supplies	ACH111516	1,117.80	OCTOBER 16		00008732	11/16/2016
EP	V008741 BANK OF AMERICA V008741	MEETING SUPPLIES	Special Department Supplies 104072-6301 Special Department Supplies	ACH111516	131.25	OCTOBER 16		00008732	11/16/2016
EP	V008741 BANK OF AMERICA V008741	OFFICE SUPPLIES	Office Supplies 104077-6315 Office Supplies	ACH111516	65.92	OCTOBER 16		00008732	11/16/2016
EP	V008741 BANK OF AMERICA V008741	OFFICE SUPPLIES	Special Department Supplies 109595-6301 Special Department Supplies	ACH111516	85.68	OCTOBER 16		00008732	11/16/2016
EP	V008741 BANK OF AMERICA V008741	MEETING SUPPLIES	Special Department Supplies 109595-6301 Special Department Supplies	ACH111516	46.80	OCTOBER 16		00008732	11/16/2016
EP	V008741 BANK OF AMERICA V008741	BROWN BAG MEETING SUPPLIES	Special Department Supplies 109595-6301 Special Department Supplies	ACH111516	109.34	OCTOBER 16		00008732	11/16/2016

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	V008741		Special Department Supplies						
EP	BANK OF AMERICA V008741	BROWN BAG MEETING SUPPLIES	109595-6301 Special Department Supplies	ACH111516	12.98	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	BROWN BAG MEETING SUPPLIES	109595-6301 Special Department Supplies	ACH111516	321.90	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	FACILITY SUPPLIES	109595-6301 Special Department Supplies	ACH111516	58.46	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	CREDIT	109595-6301 Special Department Supplies	ACH111516	-16.99	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	MEETING SUPPLIES	109595-6301 Special Department Supplies	ACH111516	62.17	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	MEETING SUPPLIES	109595-6301 Special Department Supplies	ACH111516	80.14	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	MEETING SUPPLIES	109595-6301 Special Department Supplies	ACH111516	125.00	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	SPORT COMPLEX BACKFLOW	296561-6130 Repair & Maint/Facilities	ACH111516	383.00	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	CHAPMAN MEDIAN REPAIR SUPPLIES	33552-6185 / 61127-6185 Construction Services	ACH111516	185.98	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	484356-6099 Professional Services	ACH111516	217.71	OCTOBER 16		00008732	11/16/2016
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	484356-6099 Professional Services	ACH111516	107.54	OCTOBER 16		00008732	11/16/2016
				<b>Check Total:</b>	<b>37,707.18</b>				
EP	ACOSTA, JOAQUIN E000017	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH112116	223.00	DECEMBER 16		00008733	12/01/2016
EP	ALDWIR, MAMOUN E000113	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH112116	1,427.15	DECEMBER 16		00008734	12/01/2016

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EP	ANDERSON, MARLA E000071	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH112116	572.00 DECEMBER 16		00008735	12/01/2016
				<b>Check Total:</b>	<b>1,427.15</b>			
EP	ARMSTRONG, JOHN T E000046	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH112116	1,575.00 DECEMBER 16		00008736	12/01/2016
				<b>Check Total:</b>	<b>572.00</b>			
EP	AUDISS, JAY SCOTT E000125	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH112116	1,575.00 DECEMBER 16		00008737	12/01/2016
				<b>Check Total:</b>	<b>1,575.00</b>			
EP	BABCOCK, CHARLES A E000015	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH112116	295.00 DECEMBER 16		00008738	12/01/2016
				<b>Check Total:</b>	<b>295.00</b>			
EP	BEALS, SHARLENE E000076	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH112116	223.00 DECEMBER 16		00008739	12/01/2016
				<b>Check Total:</b>	<b>223.00</b>			
EP	BERMUDEZ, ALBERT E000124	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH112116	441.53 DECEMBER 16		00008740	12/01/2016
				<b>Check Total:</b>	<b>441.53</b>			
EP	BONESCHANS, DENNIS E000020	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH112116	223.00 DECEMBER 16		00008741	12/01/2016
				<b>Check Total:</b>	<b>223.00</b>			
EP	BUNNELL, DONALD E000062	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH112116	572.00 DECEMBER 16		00008742	12/01/2016
				<b>Check Total:</b>	<b>572.00</b>			
EP	BURGNER, ARTHUR E000074	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH112116	572.00 DECEMBER 16		00008743	12/01/2016
				<b>Check Total:</b>	<b>572.00</b>			
EP	CHANDLER, JOHN P	DEC MEDICAL REIMBURSEMENT	395083-5161	ACH112116	1,204.00 DECEMBER 16		00008744	12/01/2016
				<b>Check Total:</b>	<b>572.00</b>			

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	E000109		Health Insurance Premiums						
EP	CHANG, ROBERT E000107	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH112116	1,204.00	1,564.00	DECEMBER 16	00008745	12/01/2016
		<b>Check Total:</b>			<b>1,204.00</b>				
EP	COBBETT, GEOFFREY E000007	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH112116	572.00	572.00	DECEMBER 16	00008746	12/01/2016
		<b>Check Total:</b>			<b>572.00</b>				
EP	COOK, ARLENE M E000018	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH112116	572.00	572.00	DECEMBER 16	00008747	12/01/2016
		<b>Check Total:</b>			<b>572.00</b>				
EP	D'AMATO, ROBERT E000056	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH112116	223.00	223.00	DECEMBER 16	00008748	12/01/2016
		<b>Check Total:</b>			<b>223.00</b>				
EP	DAVID, PRESTON E000112	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH112116	1,174.00	1,174.00	DECEMBER 16	00008749	12/01/2016
		<b>Check Total:</b>			<b>1,174.00</b>				
EP	DAVIS, CAROLYN E000005	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH112116	572.00	572.00	DECEMBER 16	00008750	12/01/2016
		<b>Check Total:</b>			<b>572.00</b>				
EP	DELOS SANTOS, JAMIE E000045	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH112116	1,174.00	1,174.00	DECEMBER 16	00008751	12/01/2016
		<b>Check Total:</b>			<b>1,174.00</b>				
EP	DICKSON, ROBERTA JO E000011	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH112116	223.00	223.00	DECEMBER 16	00008752	12/01/2016
		<b>Check Total:</b>			<b>223.00</b>				
EP	DOWNEY, CAROL E000082	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH112116	572.00	572.00	DECEMBER 16	00008753	12/01/2016
		<b>Check Total:</b>			<b>572.00</b>				

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EP	ECKENRODE, NORMAN E000029	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Check Total: ACH112116	572.00	DECEMBER 16		00008754	12/01/2016
EP	ELSTRO, ANN M E000027	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Check Total: ACH112116	572.00	DECEMBER 16		00008755	12/01/2016
EP	ESCOBOSA, LILLIAN E000055	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Check Total: ACH112116	572.00	DECEMBER 16		00008756	12/01/2016
EP	ESPINOZA, ROSALINDA E000016	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Check Total: ACH112116	525.00	DECEMBER 16		00008757	12/01/2016
EP	FRICKE, JUERGEN E000075	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Check Total: ACH112116	712.00	DECEMBER 16		00008758	12/01/2016
EP	FULLER, GLENN H E000081	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Check Total: ACH112116	712.00	DECEMBER 16		00008759	12/01/2016
EP	GALLANT, KAREN E000008	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Check Total: ACH112116	572.00	DECEMBER 16		00008760	12/01/2016
EP	GARNER, JO ANN E000047	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Check Total: ACH112116	572.00	DECEMBER 16		00008761	12/01/2016
EP	GARNER, KITTY E000080	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Check Total: ACH112116	873.00	DECEMBER 16		00008762	12/01/2016
EP	GOMEZ, DANIEL	DEC MEDICAL REIMBURSEMENT	395083-5161	Check Total: ACH112116	873.00	DECEMBER 16		00008763	12/01/2016

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	E000049		Health Insurance Premiums						
EP	GRIMM, DENNIS L E000042	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> ACH112116	<b>572.00</b>	539.00	DECEMBER 16	00008764	12/01/2016
EP	HOCH, ELEANOR M E000078	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> ACH112116	<b>539.00</b>	223.00	DECEMBER 16	00008765	12/01/2016
EP	HOLTSCLAW, KATHERINE E000121	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> ACH112116	<b>223.00</b>	525.00	DECEMBER 16	00008766	12/01/2016
EP	IRVINE, SUZETTE E000019	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> ACH112116	<b>525.00</b>	572.00	DECEMBER 16	00008767	12/01/2016
EP	JENKINS, ROBERT E000084	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> ACH112116	<b>572.00</b>	712.00	DECEMBER 16	00008768	12/01/2016
EP	JOHNSON, SHARON E000099	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> ACH112116	<b>712.00</b>	572.00	DECEMBER 16	00008769	12/01/2016
EP	JONES, ROBERT E000053	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> ACH112116	<b>572.00</b>	195.98	DECEMBER 16	00008770	12/01/2016
EP	JUDD, TERRELL E000115	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> ACH112116	<b>195.98</b>	1,564.00	DECEMBER 16	00008771	12/01/2016
EP	KIRKLAND, RICHARD L E000110	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> ACH112116	<b>1,564.00</b>	195.98	DECEMBER 16	00008772	12/01/2016

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EP	LITTLE, DIANE M E000098	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> ACH112116	195.98	DECEMBER 16		00008773	12/01/2016
EP	LOOMIS, CORINNE E000122	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> ACH112116	539.00	DECEMBER 16		00008774	12/01/2016
EP	LOWREY, B J E000041	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> ACH112116	525.00	DECEMBER 16		00008775	12/01/2016
EP	MAERTZWEILER, MICHAEL IAN E000032	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> ACH112116	295.00	DECEMBER 16		00008776	12/01/2016
EP	MANNING, VEDA M E000063	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> ACH112116	572.00	DECEMBER 16		00008777	12/01/2016
EP	MARMOLEJO, PACO E000068	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> ACH112116	223.00	DECEMBER 16		00008778	12/01/2016
EP	MILANO, JAMES E000054	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> ACH112116	223.00	DECEMBER 16		00008779	12/01/2016
EP	MILLER, RICHARD E000106	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> ACH112116	572.00	DECEMBER 16		00008780	12/01/2016
EP	MOORE, LARRY W E000044	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Check Total:</b> ACH112116	1,204.00	DECEMBER 16		00008781	12/01/2016
EP	OLEA, ARLENE J	DEC MEDICAL REIMBURSEMENT	395083-5161	<b>Check Total:</b> ACH112116	223.00	DECEMBER 16		00008782	12/01/2016
<p>User: Teri Knutson  Report: AP1400E &lt;3.01&gt;: AP: Warrant List - Electronic</p>									

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	E000014		Health Insurance Premiums						
EP	ORTEGA, MANUEL E E000100	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH112116	1,174.00	697.00 DECEMBER 16		00008783	12/01/2016
				<b>Check Total:</b>	<b>697.00</b>				
EP	PALMER, GEORGE E000094	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH112116	960.00	960.00 DECEMBER 16		00008784	12/01/2016
				<b>Check Total:</b>	<b>960.00</b>				
EP	PASCUA, RAYNALD E000114	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH112116	1,564.00	1,564.00 DECEMBER 16		00008785	12/01/2016
				<b>Check Total:</b>	<b>1,564.00</b>				
EP	PASPALL, MIHAJLO E000085	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH112116	516.96	516.96 DECEMBER 16		00008786	12/01/2016
				<b>Check Total:</b>	<b>516.96</b>				
EP	PEREZ, ROBERT E000111	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH112116	195.98	195.98 DECEMBER 16		00008787	12/01/2016
				<b>Check Total:</b>	<b>195.98</b>				
EP	PICHON, WALTER E000103	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH112116	283.04	283.04 DECEMBER 16		00008788	12/01/2016
				<b>Check Total:</b>	<b>283.04</b>				
EP	PINEDA, MATEO E000127	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH112116	777.28	777.28 DECEMBER 16		00008789	12/01/2016
				<b>Check Total:</b>	<b>777.28</b>				
EP	PONCE, EDMUND M E000040	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH112116	223.00	223.00 DECEMBER 16		00008790	12/01/2016
				<b>Check Total:</b>	<b>223.00</b>				
EP	REDIFER, KIM R E000022	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH112116	712.00	712.00 DECEMBER 16		00008791	12/01/2016
				<b>Check Total:</b>	<b>712.00</b>				

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Ref #	RefDate
EP	RENDEN, BRIAN E000083	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH112116 Check Total:	712.00 1,008.06	DECEMBER 16	00008792	12/01/2016
EP	REYES, ROGER T E000024	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH112116 Check Total:	1,008.06 572.00	DECEMBER 16	00008793	12/01/2016
EP	RICE, RUSSELL J E000059	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH112116 Check Total:	572.00 1,174.00	DECEMBER 16	00008794	12/01/2016
EP	RISHER, THOMAS A E000013	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH112116 Check Total:	572.00 1,174.00	DECEMBER 16	00008795	12/01/2016
EP	RIVERA, AIDA E000026	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH112116 Check Total:	572.00 223.00	DECEMBER 16	00008796	12/01/2016
EP	ROACH, MICHAEL E000105	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH112116 Check Total:	223.00 1,204.00	DECEMBER 16	00008797	12/01/2016
EP	ROBB, SANDRA E000043	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH112116 Check Total:	1,204.00 572.00	DECEMBER 16	00008798	12/01/2016
EP	ROBERTSON, JAMES S E000093	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH112116 Check Total:	572.00 241.38	DECEMBER 16	00008799	12/01/2016
EP	ROKOSZ, KEN A E000035	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH112116 Check Total:	241.38 525.00	DECEMBER 16	00008800	12/01/2016
EP	ROSE, RICHARD D	DEC MEDICAL REIMBURSEMENT	395083-5161	ACH112116 Check Total:	525.00 920.00	DECEMBER 16	00008801	12/01/2016

User: Teri Knutson

Report: AP1400E <3.01>: AP: Warrant List - Electronic

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	E000050		Health Insurance Premiums						
EP	SALE, LEE R E000031	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Check Total: ACH112116	920.00	572.00	DECEMBER 16	00008802	12/01/2016
EP	SANCHEZ, LAURA E000058	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Check Total: ACH112116	572.00	223.00	DECEMBER 16	00008803	12/01/2016
EP	SANGOLUISA, ZORA G E000048	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Check Total: ACH112116	223.00	223.00	DECEMBER 16	00008804	12/01/2016
EP	SCHLIEDER, BEVERLY E000120	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Check Total: ACH112116	223.00	1,431.75	DECEMBER 16	00008805	12/01/2016
EP	SMITH, WARD E000128	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Check Total: ACH112116	1,431.75	1,564.00	DECEMBER 16	00008806	12/01/2016
EP	SOMOYA, JOHN P E000089	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Check Total: ACH112116	712.00	712.00	DECEMBER 16	00008807	12/01/2016
EP	SOTO, PHILIP J E000052	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Check Total: ACH112116	572.00	572.00	DECEMBER 16	00008808	12/01/2016
EP	SPRAGUE, GARY A E000064	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Check Total: ACH112116	572.00	1,575.00	DECEMBER 16	00008809	12/01/2016
EP	STEPHEN, JEFFREY E000119	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Check Total: ACH112116	1,575.00	1,448.13	DECEMBER 16	00008810	12/01/2016

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	TAYLOR, DAVID M E000088	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Check Total: ACH112116	1,448.13	DECEMBER 16		00008811	12/01/2016
EP	TAYLOR, LINDA E000126	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Check Total: ACH112116	539.00	DECEMBER 16		00008812	12/01/2016
EP	THOMANN, DARYLL L E000101	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Check Total: ACH112116	473.75	DECEMBER 16		00008813	12/01/2016
EP	TRIFOS, WILLIAM E000104	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Check Total: ACH112116	607.76	DECEMBER 16		00008814	12/01/2016
EP	VALENTINE, THOMAS E000118	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Check Total: ACH112116	1,407.00	DECEMBER 16		00008815	12/01/2016
EP	VERSTYNEN, WILLIAM E000092	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Check Total: ACH112116	1,204.00	DECEMBER 16		00008816	12/01/2016
EP	WAHL, KATHLEEN A E000030	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Check Total: ACH112116	195.98	DECEMBER 16		00008817	12/01/2016
EP	WIEST, STEPHEN E000079	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Check Total: ACH112116	223.00	DECEMBER 16		00008818	12/01/2016
EP	WORDEN, LARRY M E000116	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Check Total: ACH112116	572.00	DECEMBER 16		00008819	12/01/2016
EP	YAMAGUCHI, BRIAN	DEC MEDICAL REIMBURSEMENT	395083-5161	Check Total: ACH112116	1,008.06	DECEMBER 16		00008820	12/01/2016

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	E000123		Health Insurance Premiums						
EP	ZAMORA, JERRY E000037	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH112116 <b>Check Total:</b>	1,204.00 712.00	DECEMBER 16		00008821	12/01/2016
EP	ZINN, JOHN E000009	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH112116 <b>Check Total:</b>	712.00 962.66	DECEMBER 16		00008822	12/01/2016
EP	AMERICAN FIDELITY V010011	VOL/FLEX P/E 11/5 PD 11/11	0010-2155 Per Sec Plan - Opt. Life	ACH112216 <b>Check Total:</b>	962.66 42.90	111416P		00008823	11/21/2016
EP	AMERICAN FIDELITY V010011	VOL/FLEX P/E 11/5 PD 11/11	0010-2188 Health Care SSA	ACH112216 <b>Check Total:</b>	695.86 463.96	111416P		00008823	11/21/2016
EP	AMERICAN FIDELITY V010011	VOL/FLEX P/E 11/5 PD 11/11	395000-2187 Voluntary Plan Life	ACH112216 <b>Check Total:</b>	463.96 6.96	111416P		00008823	11/21/2016
EP	AMERICAN FIDELITY V010011	VOL/FLEX P/E 11/5 PD 11/11	0037-2188 Health Care SSA	ACH112216 <b>Check Total:</b>	6.96 1.08	111416P		00008823	11/21/2016
EP	AMERICAN FIDELITY V010011	VOL/FLEX P/E 11/5 PD 11/11	0048-2188 Health Care SSA	ACH112216 <b>Check Total:</b>	1.08 1,210.76	111416P		00008823	11/21/2016
EP	CALIFORNIA PUBLIC V010053	PERS P/E 11/5 PD 11/11	0010-2145 Employee PERS Payback W/H	ACH112216 <b>Check Total:</b>	148.81 116.64	111416Q		00008824	11/21/2016
EP	CALIFORNIA PUBLIC V010053	PERS P/E 11/5 PD 11/11	0010-2150 Survivor Benefit Package	ACH112216 <b>Check Total:</b>	116.64 20.76	111416Q		00008824	11/21/2016
EP	CALIFORNIA PUBLIC V010053	PERS P/E 11/5 PD 11/11	0010-2165 PERS Employer Payable	ACH112216 <b>Check Total:</b>	20.76 26.82	111416Q		00008824	11/21/2016
EP	CALIFORNIA PUBLIC V010053	PERS P/E 11/5 PD 11/11	0010-2195 PERS Uniform	ACH112216 <b>Check Total:</b>	26.82 637.15	111416Q		00008824	11/21/2016
EP	CALIFORNIA PUBLIC V010053	PERS P/E 11/5 PD 11/11	0029-2140 Employee PERS W/H	ACH112216 <b>Check Total:</b>	637.15	111416Q		00008824	11/21/2016

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	CALIFORNIA PUBLIC V010053	PERS P/E 11/5 PD 11/11	0010-2140 Employee PERS W/H	ACH112216	136,977.85	111416Q		00008824	11/21/2016
EP	CALIFORNIA PUBLIC V010053	PERS P/E 11/5 PD 11/11	0029-2145 Employee PERS Payback W/H	ACH112216	7.30	111416Q		00008824	11/21/2016
EP	CALIFORNIA PUBLIC V010053	PERS P/E 11/5 PD 11/11	395083-5145 Retirement PERS	ACH112216	-71,362.34	111416Q		00008824	11/21/2016
EP	CALIFORNIA PUBLIC V010053	PERS P/E 11/5 PD 11/11	0029-2150 Survivor Benefit Package	ACH112216	1.09	111416Q		00008824	11/21/2016
EP	CALIFORNIA PUBLIC V010053	PERS P/E 11/5 PD 11/11	0029-2195 PERS Uniform	ACH112216	0.42	111416Q		00008824	11/21/2016
EP	CALIFORNIA PUBLIC V010053	PERS P/E 11/5 PD 11/11	0037-2140 Employee PERS W/H	ACH112216	319.42	111416Q		00008824	11/21/2016
EP	CALIFORNIA PUBLIC V010053	PERS P/E 11/5 PD 11/11	0037-2150 Survivor Benefit Package	ACH112216	0.28	111416Q		00008824	11/21/2016
EP	CALIFORNIA PUBLIC V010053	PERS P/E 11/5 PD 11/11	0037-2165 PERS Employer Payable	ACH112216	1.71	111416Q		00008824	11/21/2016
EP	CALIFORNIA PUBLIC V010053	PERS P/E 11/5 PD 11/11	0048-2140 Employee PERS W/H	ACH112216	2,566.47	111416Q		00008824	11/21/2016
EP	CALIFORNIA PUBLIC V010053	PERS P/E 11/5 PD 11/11	0048-2145 Employee PERS Payback W/H	ACH112216	7.30	111416Q		00008824	11/21/2016
EP	CALIFORNIA PUBLIC V010053	PERS P/E 11/5 PD 11/11	0048-2150 Survivor Benefit Package	ACH112216	3.87	111416Q		00008824	11/21/2016
EP	CALIFORNIA PUBLIC V010053	PERS P/E 11/5 PD 11/11	0048-2165 PERS Employer Payable	ACH112216	8.27	111416Q		00008824	11/21/2016
EP	CALIFORNIA PUBLIC V010053	PERS P/E 11/5 PD 11/11	0048-2195 PERS Uniform	ACH112216	1.41	111416Q		00008824	11/21/2016
<b>Check Total:</b>					<b>69,483.23</b>				
EP	EMPLOYMENT V010052	STATE TAX P/E 11/5 PD 11/11	0010-2135 Calif Income Tax W/H	ACH112216	16,084.18	111416Q		00008825	11/21/2016
EP	EMPLOYMENT	STATE TAX P/E 11/5 PD 11/11	0029-2135	ACH112216	70.76	111416Q		00008825	11/21/2016

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	V010052	STATE TAX P/E 11/5 PD 11/11	Calif Income Tax W/H	ACH112216	284.92	1114160		00008825	11/21/2016
EP	V010052	STATE TAX P/E 11/5 PD 11/11	Calif Income Tax W/H	ACH112216	47.34	1114160		00008825	11/21/2016
			<b>Check Total:</b>		<b>16,487.20</b>				
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/5 PD 11/11	0010-2115 Employee Medicare W/H	ACH112216	5,661.70	111516N		00008826	11/21/2016
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/5 PD 11/11	0010-2120 Employer Medicare Payable	ACH112216	5,609.06	111516N		00008826	11/21/2016
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/5 PD 11/11	0010-2125 Employee Social Sec W/H	ACH112216	107.33	111516N		00008826	11/21/2016
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/5 PD 11/11	0010-2130 Employer Soc Sec Payable	ACH112216	107.33	111516N		00008826	11/21/2016
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/5 PD 11/11	0029-2110 Federal Income Tax W/H	ACH112216	260.45	111516N		00008826	11/21/2016
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/5 PD 11/11	0010-2110 Federal Income Tax W/H	ACH112216	49,203.95	111516N		00008826	11/21/2016
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/5 PD 11/11	0029-2115 Employee Medicare W/H	ACH112216	39.27	111516N		00008826	11/21/2016
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/5 PD 11/11	0048-2120 Employer Medicare Payable	ACH112216	148.85	111516N		00008826	11/21/2016
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/5 PD 11/11	0029-2120 Employer Medicare Payable	ACH112216	39.27	111516N		00008826	11/21/2016
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/5 PD 11/11	0037-2110 Federal Income Tax W/H	ACH112216	149.97	111516N		00008826	11/21/2016
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/5 PD 11/11	0037-2115 Employee Medicare W/H	ACH112216	20.02	111516N		00008826	11/21/2016
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/5 PD 11/11	0037-2120 Employer Medicare Payable	ACH112216	20.02	111516N		00008826	11/21/2016

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Ref #	Ref Date
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/5 PD 11/11	0048-2110 Federal Income Tax W/H	ACH112216	1,010.97 111516N		00008826	11/21/2016
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/5 PD 11/11	0048-2115 Employee Medicare W/H	ACH112216	148.85 111516N		00008826	11/21/2016
					<b>Check Total:</b>			
EP	ICMA RETIREMENT TRUST V000496	P/E 11/19/16 PD DATE 11/25/16	0010-2170 Deferred Comp Payable - ICMA	PY16024	11,693.27 2995/1601024		00008827	11/28/2016
EP	ICMA RETIREMENT TRUST V000496	P/E 11/19/16 PD DATE 11/25/16	0029-2170 Deferred Comp Payable - ICMA	PY16024	90.50 2995/1601024		00008827	11/28/2016
EP	ICMA RETIREMENT TRUST V000496	P/E 11/19/16 PD DATE 11/25/16	0048-2170 Deferred Comp Payable - ICMA	PY16024	299.53 2995/1601024		00008827	11/28/2016
					<b>Check Total:</b>			
EP	ICMA RETIREMENT TRUST V000496	P/E 11/19/16 PD DATE 11/25/16	0037-2170 Deferred Comp Payable - ICMA	PY16024	7.50 2995/1601024		00008827	11/28/2016
					<b>Check Total:</b>			
					<b>Type Total:</b>			
					<b>Check Total:</b>			



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF DEVELOPMENT SERVICES

DATE: DECEMBER 6, 2016

SUBJECT: **SECOND READING OF ORDINANCE NO. O-2016-07, ADOPTING STATE MANDATED BUILDING AND FIRE CODES**

FISCAL IMPACT: NO FISCAL IMPACTS ARE ANTICIPATED WITH THIS ORDINANCE AS ALL COSTS WILL BE RECOVERED THROUGH THE PLAN CHECK AND INSPECTION PROCESS.

### **SUMMARY:**

Every three years, the California Building Standards Commission adopts a new set of State mandated model codes to regulate development and construction projects statewide. These model codes are effective for all local jurisdictions unless a jurisdiction adopts local amendments to the model codes. On November 15, 2016, a public hearing was held to receive public comment on the proposed State mandated, updated Building and Fire related codes. No public comments were received and the City Council unanimously approved the first reading of the Ordinance with local amendments to the model codes. The recommended action will approve second reading and adoption of the ordinance, which will take effect January 5, 2017.

### **RECOMMENDATION:**

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

1. Waive full reading, by title only, and adopt Ordinance O-2016-07, an Ordinance of the City Council of the City of Placentia, California repealing Chapter 18.04 of Title 18 and Chapters 20.03, 20.04, 20.08, 20.12, 20.16, 20.20 and 20.56 of Title 20 of the Placentia Municipal Code and adopting by reference, the California Fire Code, 2016 Edition, the California Building Code, 2016 Edition, the California Residential Code, 2016 Edition, the California Plumbing Code, 2016 Edition, the California Electrical Code, 2016 Edition, the California Mechanical Code, 2016 Edition, and the California Green Building Standards Code, 2016 Edition, Including All Appendices, with Certain Amendments, Additions and Deletions Thereto, Including Fees and Penalties.

### **BACKGROUND:**

The California Building Standards Commission reviews and revises the model codes that regulate development and construction projects within the State of California every three years. The new

**1.c.**

**December 6, 2016**

model codes are then adopted by the State. California adopted the model codes in July 2016, with an effective date of January 1, 2017. Although the models are effective without local adoption, local adoption permits a city to amend the codes to reflect local conditions. The State Fire Marshal is responsible for adopting the Fire Code updates and the City, as a member of the Orange County Fire Authority (OCFA), defers the development of local amendments to OCFA.

**DISCUSSION:**

The City participated with all member cities of the Orange County Fire Authority to review the updated codes as adopted by the California Building Standards Commission and the Fire Code as adopted by the State Fire Marshal. The seven (7) State mandated codes which have been revised for the 2016 cycle and adopted by the State are as follows:

- 2016 California Building Code
- 2016 California Mechanical Code
- 2016 California Green Building Standards Code
- 2016 California Fire Code (State Fire Marshal)
- 2016 California Plumbing Code
- 2016 California Electrical Code
- 2016 California Residential Code

Per California Government Code § 50022.2, the model codes may be adopted by reference, without the necessity of publishing the entirety of the model codes. Local adoption of such codes is mandated on January 1, 2017, and requires approval of the City Council. Prior to such adoption, jurisdictional bodies may amend said codes if such amendments are justified on the basis of a local climatic, local geological or topographical condition which makes such amendments necessary. The proposed local amendments reflect local climactic, geographic, or geological conditions that are unique to Placentia.

Prepared by:

  
\_\_\_\_\_  
Joseph M. Lambert  
Director of Development Services

Reviewed and approved:

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

Attachment:

Ordinance No. O-2016-07

ORDINANCE NO. O-2016-07

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, REPEALING CHAPTER 18.04 OF TITLE 18 AND CHAPTERS 20.03, 20.04, 20.08, 20.12, 20.16, 20.20 AND 20.56 OF TITLE 20 OF THE PLACENTIA MUNICIPAL CODE AND ADOPTING BY, REFERENCE, THE CALIFORNIA FIRE CODE, 2016 EDITION, THE CALIFORNIA BUILDING CODE, 2016 EDITION, THE CALIFORNIA RESIDENTIAL CODE, 2016 EDITION, THE CALIFORNIA PLUMBING CODE, 2016 EDITION, THE CALIFORNIA ELECTRICAL CODE, 2016 EDITION, CALIFORNIA MECHANICAL CODE, 2016 EDITION, AND THE CALIFORNIA GREEN BUILDING STANDARDS CODE, 2016 EDITION, INCLUDING ALL APPENDICES, WITH CERTAIN AMENDMENTS, ADDITIONS AND DELETIONS THERETO, INCLUDING FEES AND PENALTIES.

City Attorney's Summary

This Ordinance repeals existing provisions of Titles 18 and 20 of the Placentia Municipal Code and adopts new standards and codes regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises in the City as well as prescribing regulations for erecting, construction, enlargement, alteration, repair, improving, removal, conversion, demolition, occupancy, equipment use, height, and area of buildings and structures. This Ordinance adopts, by reference, the California Fire Code, 2016 Edition, and codes adopted by the California Building Standards Commission, including the California Building Code, 2016 Edition, the California Residential Code, 2016 Edition, the California Green Building Standards Code, 2016 Edition; the California Plumbing Code, 2016 Edition, the California Mechanical Code, 2016 Edition, the California Electrical Code, 2016 Edition and provides for the issuance of permits and collection of fees therefor and establishing penalties for violation(s) thereof.

**A. Recitals.**

1. WHEREAS, pursuant to California Government Code Section 50022.1 et seq. the City of Placentia may adopt by reference the California Building Standards Code, 2016 Edition as provided in Title 24 of the California Code of Regulations and other model codes; and
2. WHEREAS, the California Building Standards Commission

("Commission") recently adopted the 2016 Edition of the California Building Standards Code; and

3. WHEREAS, California Health and Safety Code Section 17958.7 and 18941.5 authorize cities to adopt the California Building Standards Code with modifications determined to be reasonably necessary because of local climatic, geological or topographical conditions; and
4. WHEREAS, the City desires to adopt the California Building Standards Code and other model codes with the necessary amendments to assure the Codes are tailored to the particular safety needs of the City as required by its unique climatic, geological and topographical conditions; and
5. WHEREAS, the Orange County Fire Marshall and Building Official have recommended that changes and modifications be made to the California Building Standards Code, and have advised that certain changes and modifications to said Code are reasonably necessary due to local conditions within the City, and have further advised that the remainder of the said changes and modifications are of an administrative or procedural nature, or concern themselves with subjects not covered by the Code, or are reasonably necessary to safeguard life and property within the City; and
6. WHEREAS, the Fire Marshall and Building Official have also recommended that changes and modifications be made to the California Building Standards Code, which are necessary for administrative clarification and to establish administrative standards for the effective enforcement of the building standards of the City and do not modify a building standard pursuant to California Health & Safety Code Section 17958, 17958.7, and/or 18941.5; and
7. WHEREAS, the City held a public hearing on November 15, 2016, at which time all interested persons had the opportunity to appear and be heard on the matter of adopting the Codes as amended herein; and
8. WHEREAS, the City published notice of the aforementioned public hearing pursuant to California Government Code Section 6066 on November 4, 2016 and November 11, 2016; and of the Government Code; and

9. WHEREAS, any and all other legal prerequisites relating to the adoption of this Ordinance have occurred.

**B. Ordinance.**

The City Council of the City of Placentia does ordain as follows:

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

**SECTION 2. Purpose.** The purpose of this ordinance is to adopt by reference the latest edition of the 2016 California Building Code which incorporates and amends the International Building Code, 2012 Edition; the 2016 California Electrical Code, which incorporates and amends the National Electrical Code, 2011 Edition; the 2016 California Mechanical Code, which incorporates and amends the Uniform Mechanical Code, 2012 Edition; the 2016 California Plumbing Code, which incorporates and amends the Uniform Plumbing Code, 2012 Edition; the 2016 California Fire Code, which incorporates and amends the International Fire Code, 2012 Edition; the 2016 California Residential Code, which incorporates and amends the International Residential Code, 2012 Edition, and the 2016 of the California Green Building Standards Code.

**SECTION 3. Authority.** Pursuant to Government Code section 50022.2, the City Council adopts this ordinance adopting by reference the California Building Standards Code (California Code of Regulations, Title 24) as required and/or permitted by state statutes, including Health and Safety Code sections 17922, 18938 and 18941.5.

**SECTION 4. Findings.** The City Council made findings that the proposed amendments to the Codes are reasonably necessary because of local climatic, geologic or topographic conditions. The findings are supported and based upon the express findings and determinations, set forth in Resolution No. R-2016-62, adopted November 15, 2016.

**SECTION 5. Amendment.** Chapter 18.04 of Title 18 and Chapters 20.03, 20.04, 20.08, 20.12, 20.16, and 20.20 of Title 20 of the Placentia Municipal Code hereby are repealed, in their entirety; provided, however, that said repeal shall not vitiate any permit or entitlement issued thereunder and, further, said repeal shall not apply to or excuse any violation(s) thereof occurring prior to the effective date of this ordinance and provided further that the codes thereby adopted, as previously adopted by reference and amended by ordinances of this City,

shall continue to be applicable to construction wherein plans have been submitted for plan check as of the effective date of this ordinance so long as the initial permit therefor is issued no later than thirty (30) days after the effective date of this Ordinance.

Section 6. A new Chapter 18.04 hereby is added to Title 18 of the Placentia Municipal Code to read, in words and figures, as follows:

**"Chapter 18.04**

**"California Fire Code, 2016 Edition**

**"Sections:**

<b>"18.04.010</b>	<b>Title</b>
<b>"18.04.020</b>	<b>Purpose</b>
<b>"18.04.030</b>	<b>Adoption of Fire Code</b>
<b>"18.04.040</b>	<b>Definition of Terms</b>
<b>"18.04.050</b>	<b>Amendments to Fire Code</b>
<b>"18.04.060</b>	<b>Enforcement and Inspections</b>
<b>"18.04.070</b>	<b>Fees</b>
<b>"18.04.080</b>	<b>Copy filed</b>

**"Section 18.04.010 - Title.**

"This Chapter shall be known as the 'Placentia Fire Code.'

**"Section 18.04.020 - Purpose.**

"The purpose of this Chapter is to prescribe regulations and govern the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises as herein provided.

**"Section 18.04.030 - Adoption of Fire Code.**

"There hereby is adopted as the 'Placentia Fire Code,' except as otherwise provided in this Chapter, that certain code known and designated as the California Fire Code, 2016 Edition, based on the 2012 International Fire Code published by the International Code Council, as set forth in Title 24, Part 9 of the California Code of Regulations, including all appendices thereto and including all amendments made herein, and such Code

shall be and become the Fire Code of the City of Placentia, to regulate and govern the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises as herein provided.

"Whenever the California Code of Regulations and State Building Standards Code of Regulations differ from any provision of the Placentia Fire Code, said State regulations shall prevail over the provisions of the Placentia Fire Code except as specifically modified herein.

**"Section 18.04.040 - Definition of Terms.**

"Whenever any of the following names or terms are used in the California Fire Code, each such name or term shall be deemed and construed to have the meaning ascribed to it in this section as follows:

"(A) 'Building department' means the 'building and safety division' of the City.

"(B) 'Building official' means the chief building official of the City as appointed by the City Administrator of the City, or his or her designee.

"(C) 'City' means the City of Placentia.

"(D) 'Fire code official' means the Director of Fire Services of the Orange County Fire Authority, or his or her designee.

"(E) 'Jurisdiction' means the City of Placentia.

"(F) 'Local Enforcing Agency' means the Orange County Fire Authority or the Building Official of City.

"(G) 'OCFA' Orange County Fire Authority, fire authority having jurisdiction.

**"Section 18.04.050 - Amendments to Fire Code.**

"The following provisions of the California Fire Code hereby are amended to read, in words and figures, as follows:

"Section 109.4. Violation - Penalties hereby revised as

follows:

**109.4 Violation penalties.** Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or shall fail to comply with any issued orders or notices or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, ~~shall be guilty of a [SPECIFY OFFENSE] punishable by a fine of not more than [AMOUNT] dollars or by imprisonment not exceeding [NUMBER OF DAYS], or both such fine and imprisonment shall result in penalties assessed as prescribed in the OCFA Prevention Field Services adopted fee schedule.~~ Each day that a violation continues after due notice has been served shall be deemed a separate offense.

**Section 109.4.2 Infraction and misdemeanor** is hereby added as follows:

**109.4.2 Infraction and misdemeanor.** Persons operating or maintaining any occupancy, premises or vehicle subject to this code that shall permit any fire or life safety hazard to exist on premises under their control shall be guilty of an infraction. Persons who fail to take immediate action to abate a fire or life safety hazard when ordered or notified to do so by the chief or a duly authorized representative are guilty of a misdemeanor.

## Chapter 2

### Definitions

**Chapter 2 Definitions** is adopted in its entirety with the following amendments:

**Sections 202 General Definitions** is hereby revised by adding "OCFA," "Sky Lantern," and "Spark Arrester" as follows:

#### **202 General Definitions**

**OCFA:** Orange County Fire Authority, fire authority having jurisdiction.

**SKY LANTERN.** An airborne lantern typically made of paper,

Mylar, or other lightweight material with a wood, plastic, or metal frame containing a candle, fuel cell, or other heat source that provides buoyancy.

**SPARK ARRESTER.** A listed device constructed of noncombustible material specifically for the purpose of meeting one of the following conditions:

1. Removing and retaining carbon and other flammable particles/debris from the exhaust flow of an internal combustion engine in accordance with California Vehicle Code Section 38366.
2. Fireplaces that burn solid fuel in accordance with California Building Code Chapter 28.

### Chapter 3

#### General Requirements

**Chapter 3 General Requirements** is adopted in its entirety with the following amendments:

**Section 304.1.2 Vegetation** is hereby revised as follows:

**304.1.2 Vegetation.** Type, amount, or arrangement of weeds, Weeds, grass, vines or other growth that is capable of being ignited and endangering property—needing to comply with OCFA Guidelines, shall be cut down, thinned, and removed by the owner or occupant of the premises in accordance with OCFA Guideline C-05 "Vegetation Management Guideline—Technical Design for New Construction, Fuel Modification Plans, and Maintenance Program. Vegetation clearance requirement in urban-wildland interface areas shall be in accordance with Chapter 49.

**Section 305.6 Hazardous Conditions** is hereby added as follows:

**305.6 Hazardous conditions.** Outdoor fires are not allowed when predicted sustained winds exceed 8 MPH during periods when relative humidity is less than 25%, or a red flag condition has been declared or public announcement is made, when an official sign was caused to be posted by the fire code official, or when such fires present a hazard as determined by the fire code official.

**Section 305.7 Disposal of rubbish** is hereby added as follows:

305.7 Disposal of rubbish. Rubbish, trash or combustible waste material shall be burned only within an approved incinerator and in accordance with Section 307.2.1.

**Section 307 OPEN BURNING, RECREATIONAL FIRES AND PORTABLE OUTDOOR FIREPLACES** is hereby amended as follows:

**SECTION 307 OPEN BURNING, RECREATIONAL FIRES, FIRE PITS, FIRE RINGS, AND PORTABLE OUTDOOR FIREPLACES**

**Sections 307.6 Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices used at Group R Occupancies** is hereby added as follows:

307.6 Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices used at Group R Occupancies. Outdoor fireplaces, fire pits, fire rings, or similar exterior devices used at Group R shall comply with this section.

Exception: Barbeques, grills, and other portable devices intended solely for cooking.

**Section 307.6.1 Gas-fueled devices** is hereby added as follows:

307.6.1 Gas-fueled devices. Outdoor fireplaces, fire pits and similar devices fueled by natural gas or liquefied-petroleum gas are allowed when approved by the Building Department and the device is designed to only burn a gas flame and not wood or other solid fuel. At R-3 occupancies, combustible construction shall not be located within three feet of an atmospheric column that extends vertically from the perimeter of the device. At other R occupancies, the minimum distance shall be ten feet. Where a permanent Building Department approved hood and vent is installed, combustible construction may encroach upon this column between the bottom of the hood and the vent opening. Where chimneys or vents are installed, they shall have a spark arrester as defined in Section 202.

**Section 307.6.2 Devices using wood or fuels other than natural gas or liquefied-petroleum gas** is hereby added as follows:

307.6.2 Devices using wood or fuels other than natural gas or liquefied-petroleum gas. Fireplaces burning wood or other solid fuel shall be constructed in accordance with the California Building Code. Fires in a fireplace shall be

contained within a firebox with an attached chimney. The opening in the face of the firebox shall have an installed and maintained method of arresting sparks. The burning of wood or other solid fuel in a device is not allowed within 15 feet of combustible structures, unless within a permanent or portable fireplace. Conditions which could cause a fire to spread within 25 feet of a structure or to vegetation shall be eliminated prior to ignition. Fires in devices burning wood or solid fuel shall be in accordance with Sections 305, 307, and 308.

**Section 307.6.2.1 Where prohibited** is hereby added as follows:

**307.6.2.1 Where prohibited.** The burning of wood and other solid fuels shall not be conducted within a fuel modification zone. Wood and other solid fuel burning fires in devices other than permanent fireplaces are not allowed within Wildfire Risk Areas (WRA) and Wildland-Urban Interface Areas (WUI) or in locations where conditions could cause the spread of fire to the WRA or WUI unless determined by the Fire Code Official that the location or design of the device should reasonably prevent the start of a wildfire.

**Section 309.2.1 Indoor charging of electric carts/cars** is hereby added as follows:

**309.2.1 Indoor charging of electric carts/cars.** Indoor charging of electric carts/cars where the combined volume of all battery electrolyte exceeds 50 gallons shall comply with following:

1. Spill control and neutralization shall be provided and comply with Section 608.5.
2. Room ventilation shall be provided and comply with Section 608.6.1
3. Signage shall be provided and comply with Section 608.7.1
4. Smoke detection shall be provided and comply with Section 608.9.

**Section 320 Fuel Modification Requirements for New Construction** is hereby added as follows:

**320 Fuel Modification Requirements for New Construction.** All new structures and facilities adjoining land containing hazardous combustible vegetation shall be approved and in accordance with the requirements of OCFA Guideline C-05

"Vegetation Management Guideline - Technical Design for New Construction Fuel Modification Plans and Maintenance Program."

**Section 321 Clearance of brush or vegetation growth from roadways** is hereby added as follows:

**321 Clearance of brush or vegetation growth from roadways.**

The fire code official is authorized to cause areas within 10 feet (3048 mm) on each side of portions of highways and private streets which are improved, designed or ordinarily used for vehicular traffic, to be cleared of flammable vegetation and other combustible growth. Measurement shall be from the flow-line or the end of the improved edge of the roadway surfaces.

**Exception:** Single specimens of trees, ornamental shrubbery or cultivated ground cover such as green grass, ivy, succulents or similar plants used as ground covers, provided that they do not form a means of readily transmitting fire.

**Section 322 Unusual Circumstances** is hereby added as follows:

**322 Unusual circumstances.** The fire code official may suspend enforcement of the vegetation management requirements and require reasonable alternative measures designed to advance the purpose of this code if determined that in any specific case that any of the following conditions exist:

1. Difficult terrain.
2. Danger of erosion.
3. Presence of plants included in any state and federal resources agencies, California Native Plant Society and county-approved list of wildlife, plants, rare, endangered and/or threatened species.
4. Stands or groves of trees or heritage trees.
5. Other unusual circumstances that make strict compliance with the clearance of vegetation provisions undesirable or impractical.

**Section 323 Use of Equipment** is hereby added as follows:

**323 Use of equipment.** Except as otherwise provided in this section, no person shall use, operate, or cause to be operated in, upon or adjoining any hazardous fire area any internal combustion engine which uses hydrocarbon fuels, unless the engine is equipped with a spark arrester as

defined in Section 202 maintained in effective working order, or the engine is constructed, equipped and maintained for the prevention of fire.

**Exceptions:**

1. Engines used to provide motor power for trucks, truck tractors, buses, and passenger vehicles, except motorcycles, are not subject to this section if the exhaust system is equipped with a muffler as defined in the Vehicle Code of the State of California.

2. Turbocharged engines are not subject to this section if all exhausted gases pass through the rotating turbine wheel, there is no exhaust bypass to the atmosphere, and the turbocharger is in good mechanical condition

**Section 323.1 Spark Arresters** is hereby added as follows:

**323.1 Spark arresters.** Spark arresters shall comply with Section 202, and when affixed to the exhaust system of engines or vehicles subject to Section 323 shall not be placed or mounted in such a manner as to allow flames or heat from the exhaust system to ignite any flammable material.

**Section 324 Sky Lanterns or similar devices** is hereby added as follows:

**324 Sky Lanterns or similar devices.** The ignition and/or launching of a Sky Lantern or similar device is prohibited.

## **Chapter 4**

### **Emergency Planning and Preparedness**

**Chapter 4: Emergency Planning and Preparedness.** Adopt only the sections, subsections, and amendment listed below:

401  
401.3.4  
401.9  
402  
403.2  
404.5 - 404.6.6  
407

**Section 407.5** is revised as follows:

**407.5 Hazardous Materials Inventory Statement.** Where required by the fire code official, each application for a permit shall include ~~a Hazardous Materials Inventory Statement~~ OCFA's Chemical Classification Packet in accordance with Section 5001.5.2.

## Chapter 5

### Fire Service Features

**Chapter 5 Fire Service Features** is adopted in its entirety with the following amendments:

**SECTION 501.1 Scope** is revised as follows:

**501.1 Scope.** Fire service features for buildings, structures and premises shall comply with this chapter and, where required by the fire code official, with OCFA Guideline B-09, "Fire Master Plan for Commercial & Residential Development." Fire service features for buildings, structures and premises located in State Responsibility Areas shall also comply with OCFA Guideline B-09a, "Fire Safe Development in State Responsibility Areas."

**Section 510.1 Emergency responder radio coverage** is revised as follows:

**510.1 Emergency responder radio coverage in new buildings.** All new buildings shall have approved radio coverage for emergency responders within the building based upon the existing coverage levels of the public safety communication systems of the jurisdiction at the exterior of the building. This section shall not require improvement of the existing public safety communication systems. The Emergency Responder Radio Coverage System shall comply with the local authority having jurisdiction's ordinance and this code.

Exceptions:

1. ~~Where approved by the building official and the fire code official, a wired communication system in~~

~~accordance with Section 907.2.13.2 shall be permitted to be installed or maintained instead of an approved radio coverage system.~~

- ~~2.~~ 1. Where it is determined by the fire code official that the radio coverage system is not needed.
- ~~3.~~ 2. In facilities where emergency responder radio coverage is required and such systems, components or equipment required could have a negative impact on the normal operations of that facility, the fire code official shall have the authority to accept an automatically activated emergency radio coverage system.

This section shall not apply to the following:

1. Existing buildings or structures, unless required by the Building Official and OCFA for buildings and structures undergoing extensive remodel and/or expansion.
2. Elevators.
3. Structures that are three stories or less without subterranean storage or parking and that do not exceed 50,000 square feet on any single story.
4. Wood-constructed residential structures four stories or less without subterranean storage or parking that are not built integral to an above ground multi-story parking structure.
5. Should construction that is three stories or less that does not exceed 50,000 square feet on any single story include subterranean storage or parking, then this ordinance shall apply only to the subterranean areas.

**Section 510.2 Emergency responder radio coverage in existing buildings** is deleted without replacement:

~~**510.2 Emergency responder radio coverage in existing buildings.** Existing buildings shall be provided with approved radio coverage for emergency responders as required in Chapter 11.~~

**Section 510.4.2.2 Technical Criteria** is revised as follows:

**510.4.2.2 Technical criteria.** The fire code official shall maintain a document providing the specific technical information and requirements for the emergency responder radio coverage system. This document shall contain, but not be limited to, the various frequencies required, the

location of radio sites, effective radiated power of radio sites, and other supporting technical information.

1. The frequency range supported from the 800 MHz Countywide Communications System shall be 851-869 MHz (base transmitter frequencies).
2. The frequency range supported to the 800 MHz Countywide Communications System shall be 806-824 MHz (radio field transmit frequencies).
3. A public safety radio amplification system shall include filters to reject frequencies below 851 MHz and frequencies above 869 MHz by a minimum of 35dB.
4. All system components must be 100 percent compatible with analog and digital modulations after installation without adjustments or modifications. The systems must be capable of encompassing the frequencies stated herein and capable of future modifications to a frequency range subsequently established by the jurisdiction.
5. Active devices shall have a minimum of -50 dB 3<sup>rd</sup> order intermodulation protection.
6. All active in-building coverage devices shall be FCC Part 90 Type Certified

**Section 510.5.1 Approval prior to installation** is revised as follows:

**510.5.1 Approval prior to installation.** Amplification systems capable of operating on frequencies licensed to any public safety agency by the FCC shall not be installed without prior plan submittal, coordination and approval from Orange County Communications and a copy of the approved plan provided to ~~of~~ the fire and building code officials.

**Section 510.5.2 Minimum qualification of personnel** is revised as follows:

**510.5.2 Minimum qualifications of personnel.** The minimum qualifications of the system designer and lead installation personnel shall include both of the following:

1. A valid FCC-issued general radio operator's license.
2. Certification of in-building system training issued by a nationally recognized organization, school or a certificate issued by the manufacturer of the equipment being installed.

~~These qualifications shall not be required where~~

~~demonstration of adequate skills and experience  
satisfactory to the fire code official is provided.~~

**Section 510.5.3 Acceptance test procedure** item 7 is revised as follows:

**510.5.3 Acceptance test procedure.** When an emergency responder radio coverage system is required, and upon completion of installation, the building owner shall have the radio system tested to ensure that two-way coverage on each floor of the building is not less than 90 percent. The test procedure shall be conducted as follows: ...

7. As part of the installation a spectrum analyzer or other suitable test equipment shall be utilized to ensure spurious oscillations are not being generated by the subject signal booster. This test shall be conducted at the time of installation and subsequent annual inspections by the FCC licensed technician hired by the property owner and an OCSD/Communications Division FCC-certified technician.

**Section 510.6.1 Testing and proof of compliance** is revised as follows:

**510.6.1 Testing and proof of compliance.**

The owner of the building or their representative shall have the emergency responder radio coverage system shall be inspected and tested annually or where structural changes occur including additions or remodels that could materially change the original field performance tests. Testing shall consist of the following:

1. In-building coverage test as described in Section 510.5.3. In-building system components shall be tested to determine general functional operability.
2. Signal boosters shall be tested to ensure that the gain is the same as it was upon initial installation and acceptance.
3. Backup batteries and power supplies shall be tested under load of a period of one hour to verify that they will properly operate during an actual power outage. If within the 1-hour test period the battery exhibits symptoms of failure, the test shall be extended for additional 1-hour periods until the integrity of the battery can be determined.
4. Other active components shall be checked to verify operation within the manufacturer's

specifications.

5. If noncompliance is found, the FCC licensed technician will assess improvements necessary and provide such information to OCSD Communications and the fire and building code officials.

56. At the conclusion of the testing, a certification report, which shall verify compliance with Section 510.5.3, shall be submitted to OCSD Communications and the fire and building code officials.

## **Chapter 6**

### **Building Services and Systems**

**Chapter 6 Building Services and Systems** is adopted in its entirety without amendments:

## **Chapter 7**

### **Fire-Resistance-Rated Construction**

**Chapter 7 Fire-Resistance-Rated Construction** is adopted in its entirety without amendments.

## **Chapter 8**

### **Interior Finish, Decorative Materials and Furnishings**

**Chapter 8 Interior Finish, Decorative Materials and Furnishings** is adopted in its entirety without amendments.

## **Chapter 9**

### **Fire Protection Systems**

**Adopt Chapter 9 Fire Protection Systems** is adopted in its entirety with the following amendments:

**Section 903.2 Where required** is hereby revised as follows:

**903.2 Where required.** Approved automatic sprinkler systems in ~~new~~ buildings and structures shall be provided when one of the following conditions exists: in the locations

~~described in Sections 903.2.1 through 903.2.12.~~

1. **New buildings:** Notwithstanding any applicable provisions of Sections 903.2.1 through 903.2.19, an automatic fire-extinguishing system shall also be installed in all occupancies when the total building area exceeds 5,000 square feet as defined in Section 202, regardless of fire areas or allowable area, or is more than two stories in height.

**Exception:** Subject to approval by the Fire Code Official, open parking garages in accordance with Section 406.5 of the California Building Code.

2. **Existing Buildings:** Notwithstanding any applicable provisions of this code, an automatic sprinkler system shall be provided in an existing building when an addition occurs and one of the following conditions exists:
  - a. When an addition is 33% or more of the existing building area, and the resulting building area exceeds 5000 square feet
  - b. When an addition exceeds 2000 square feet and the resulting building area exceeds 5000 square feet.
  - c. An additional story is added above the second floor regardless of fire areas or allowable area.

**Exception:** Additions to Group R-3 occupancies shall comply with Section 903.2.8 (2).

**Section 903.2.8 Group R** is hereby revised as follows:

**903.2.8 Group R.** An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area as follows:

1. **New Buildings:** An automatic sprinkler system shall be installed throughout all new buildings.
2. **Existing R-3 Buildings:** An automatic sprinkler system shall be installed throughout when one of the following conditions exists:
  - a. When an addition is 33% or more of the existing building area as defined in Section 202, and greater than 1000 square feet within a two year period; or,

- b. An addition when the existing building is already provided with automatic sprinklers; or,
- c. When an existing Group R Occupancy is being substantially renovated, and where the scope of the renovation is such that the Building Code Official determines that the complexity of installing a sprinkler system would be similar as in a new building.

**Exceptions:**

1. Existing Group R-3 occupancies converted to Group R-3.1 occupancies and not housing bedridden clients, not housing nonambulatory clients above the first floor, and not housing clients above the second floor.
2. Existing Group R-3 occupancies converted to Group R-3.1 occupancies housing only one bedridden client and complying with Section 435.8.3.3 of the California Building Code.
3. Pursuant to Health and Safety Code, Section 13113, occupancies housing ambulatory children only, none of whom are mentally ill children or children with intellectual disabilities, and the buildings or portions thereof in which such children are housed are not more than two stories in height, and building or portions thereof housing such children have an automatic fire alarm system activated by approved smoke detectors.
4. Pursuant to Health and Safety Code, Section 13143.6, occupancies licensed for protective social care which house ambulatory clients only, none of whom is a child (under the age of 18 years), or who is elderly (65 years of age or over).

When not used in accordance with Section 504.2 or 506.3 of the California Building Code, an automatic sprinkler system installed in accordance with Section 903.3.1.2 shall be allowed in Group R-2.1 occupancies.

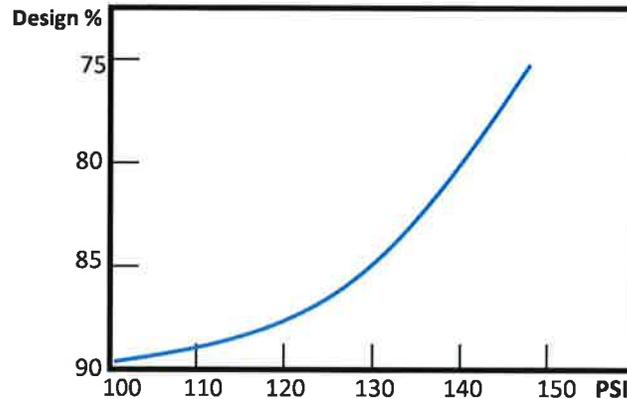
An automatic sprinkler system designed in accordance with Section 903.3.1.3 shall not be utilized in Group R-2.1 or R-4 occupancies.

**Section 903.3.5.3 Hydraulically calculated systems** is hereby added as follows:

**903.3.5.3 Hydraulically calculated systems.** The design of hydraulically calculated fire sprinkler systems shall not exceed 90% of the water supply capacity.

**Exception:** When static pressure exceeds 100 psi, and when required by the fire code official, the fire sprinkler system shall not exceed the water supply capacity specified by Table 903.3.5.3.

**TABLE 903.3.5.3  
Hydraulically Calculated Systems**



## **Chapter 10**

### **Means of Egress**

**Chapter 10 Means of Egress** is adopted in its entirety without amendments.

## **Chapter 11**

### **Construction Requirements for Existing Buildings**

**Chapter 11 Construction Requirements for Existing Buildings.**

Adopt only those sections and subsections listed below:

- 1103.7
- 1103.7.3
- 1103.7.3.1
- 1103.7.8 - 1103.7.8.2
- 1103.7.9 - 1103.7.9.10
- 1103.8 - 1103.8.5.3
- 1107
- 1113
- 1114
- 1115
- 1116

**Chapter 20**

**Aviation Facilities**

**Chapter 20 Aviation Facilities** is adopted in its entirety without amendments.

**Chapter 21**

**Dry Cleaning**

**Chapter 21 Dry Cleaning** is adopted in its entirety without amendments.

**Chapter 22**

**Combustible Dust-Producing Operations**

**Chapter 22 Combustible Dust-Producing Operations** is adopted in its entirety without amendments.

**Chapter 23**

**Motor Fuel-Dispensing Facilities and Repair Garages**

**Chapter 23 Motor Fuel-Dispensing Facilities and Repair Garages** is adopted in its entirety without amendments.

**Chapter 24**

**Flammable Finishes**

**Chapter 24 Flammable Finishes** is adopted in its entirety without amendments.

**Chapter 25**

**Fruit and Crop Ripening**

**Chapter 25 Fruit and Crop Ripening** is deleted in its entirety.

**Chapter 26**

**Fumigation and Insecticidal Fogging**

**Chapter 26 Fumigation and Insecticidal Fogging** is deleted in its entirety.

## Chapter 27

### Semiconductor Fabrication Facilities

**Chapter 27 Semiconductor Fabrication Facilities** is adopted in its entirety without amendments

## Chapter 28

### Lumber Yards and Agro-Industrial, Solid Biomass and Woodworking Facilities

**Chapter 28 Lumber Yards and Agro-Industrial, Solid Biomass and Woodworking Facilities** is adopted in its entirety with the following amendments:

**Section 2801.2 Permit** is hereby revised as follows:

**2801.2 Permit.** Permits shall be required as set forth in Section 105.6 and 105.6.29.

**Section 2808.2 Storage site** is hereby revised as follows:

**2808.2 Storage site.** Storage sites shall be level and on solid ground, elevated soil lifts or other all-weather surface. Sites shall be thoroughly cleaned and approval obtained from the fire code official before transferring ~~wood~~-products to the site.

**Section 2808.3 Size of piles** is hereby revised as follows:

**2808.3 Size of piles.** Piles shall not exceed 25-15 feet in height, 150-50 feet in width and 250-100 feet in length.

**Exception:** The fire code official is authorized to allow the pile size to be increased where a fire protection plan is provided for approval that includes, but is not limited to, the following:

1. Storage yard areas and materials-handling equipment selection, design and arrangement shall be based upon sound fire prevention and protection principles.
2. Factor that lead to spontaneous heating shall be identified in the plan, and control of the various

factors shall be identified and implemented, including provisions for monitoring the internal condition of the pile.

3. The plan shall include means for early fire detection and reporting to the public fire department; and facilities needed by the fire department for fire extinguishment including a water supply and fire hydrants.
4. Fire apparatus access roads around the piles and access roads to the top of the piles shall be established, identified and maintained.
5. Regular yard inspections by trained personnel shall be included as part of an effective fire prevention maintenance program.

Additional fire protection called for in the plan shall be provided and shall be installed in accordance with this code. The increase of the pile size shall be based upon the capabilities of the installed fire protection system and features.

**Section 2808.4 Pile Separation** is hereby revised as follows:

2808.4. Pile separation. Piles shall be separated from adjacent piles by ~~approved fire apparatus access roads~~ a minimum distance of 20 feet. Additionally, piles shall have a minimum separation of 100 feet from combustible vegetation.

**Section 2808.7 Pile fire protection** is hereby revised as follows:

**2808.7 Pile fire protection.** Automatic sprinkler protection shall be provided in conveyor tunnels and combustible enclosures that pass under a pile. Combustible conveyor systems and enclosed conveyor systems shall be equipped with an approved automatic sprinkler system. Oscillating sprinklers with a sufficient projectile reach are required to maintain a 40% to 60% moisture content and wet down burning/smoldering areas.

**Section 2808.9 Material-handling equipment** is hereby revised as follows:

**2808.9 Material-handling equipment.** All material-handling equipment operated by an internal combustion engine shall be provided and maintained with an approved spark arrester. Approved material-handling equipment shall be available for

moving wood chips, hogged material, wood fines and raw product during fire-fighting operations.

**Section 2808.11 Temperature control** is hereby added as follows:

2808.11 Temperature control. The temperature shall be monitored and maintained as specified in Sections 2808.11.1 and 2808.11.2.

**Section 2808.11.1 Pile temperature control** is hereby added as follows:

2808.11.1 Pile temperature control. Piles shall be rotated when internal temperature readings are in excess of 165 degrees Fahrenheit.

**Section 2808.11.2 New material temperature control** is hereby added as follows:

2808.11.2 New material temperature control. New loads delivered to the facility shall be inspected and tested at the facility entry prior to taking delivery. Material with temperature exceeding 165 degrees Fahrenheit shall not be accepted on the site. New loads shall comply with the requirements of this chapter and be monitored to verify that the temperature remains stable.

**Section 2808.12 Water availability** is hereby added as follows:

2808.12 Water Availability. Facilities with over 2500 cubic feet shall provide a water supply. The minimum fire flow shall be no less than 500 GPM @ 20 psi for a minimum of 1 hour duration for pile heights up to 6 feet and 2 hour duration for pile heights over 6 feet. If there is no water purveyor, an alternate water supply with storage tank(s) shall be provided for fire suppression. The water supply tank(s) shall provide a minimum capacity of 2500 gallons per pile (maximum 30,000 gallons) for piles not exceeding 6 feet in height and 5000 gallons per pile (maximum 60,000) for piles exceeding 6 feet in height. Water tank(s) shall not be used for any other purpose unless the required fire flow is left in reserve within the tank at all times. An approved method shall be provided to maintain the required amount of water within the tank(s).

**Section 2808.13 Tipping area** is hereby added as follows:

**2808.13 Tipping areas shall comply with the following:**

1. Tipping areas shall not exceed a maximum area of 50 feet by 50 feet.
2. Material within a tipping area shall not exceed 5 feet in height at any time.
3. Tipping areas shall be separated from all piles by a 20 foot wide fire access lane.
4. A fire hydrant or approved fire water supply outlet shall be located within 150 feet of all points along the perimeter of the tipping area.
5. All material within a tipping area shall be processed within 5 days of receipt.

**Section 2808.14 Emergency Contact** is hereby added as follows:

**2808.14 Emergency Contact.** The contact information of a responsible person or persons shall be provided to the Fire Department and shall be posted at the entrance to the facility for responding units. The responsible party should be available to respond to the business in emergency situation.

**Chapter 29  
Manufacture of Organic Coatings**

**Chapter 29 Manufacture of Organic Coatings** is adopted in its entirety without amendments.

**Chapter 30  
Industrial Ovens**

**Chapter 30 Industrial Ovens** is adopted in its entirety without amendments.

**Chapter 31  
Tents and Other Membrane Structures**

**Chapter 31 Tents and Other Membrane Structures** is adopted in its entirety without amendments.

**Chapter 32  
High-Piled Combustible Storage**

**Chapter 32 High-Piled Combustible Storage** is adopted in its entirety without amendments.

**Chapter 33**

**Fire Safety During Construction and Demolition**

**Chapter 33 Fire Safety During Construction and Demolition** is adopted in its entirety without amendments.

**Chapter 34  
Tire Rebuilding and Tire Storage**

**Chapter 34 Tire Rebuilding and Tire Storage** is adopted in its entirety without amendments.

**Chapter 35  
Welding and Other Hot Work**

**Chapter 35 Welding and Other Hot Work** is adopted in its entirety without amendments.

**Chapter 36  
Marinas**

**Chapter 36 Marinas** is adopted in its entirety without amendments.

**Chapter 37  
Combustible Fibers**

**Chapter 37 Combustible Fibers** is adopted in its entirety without amendments.

**Chapter 48  
Motion Picture and Television Production Studio Sound Stages,  
Approved Production Facilities and Production Locations**

**Chapter 48 Motion Picture and Television Production Studio Sound Stages, Approved Production Facilities and Production Locations** is adopted in its entirety without amendments.

**Chapter 49  
Requirements for Wildland-Urban Interface Fire Areas**

**Chapter 49 Requirements for Wildland-Urban Interface Fire Areas** is adopted in its entirety with the following amendments:

**Section 4906.3 Requirements** is hereby revised as follows:

**4906.3 Requirements.** Hazardous vegetation and fuels around all applicable buildings and structure shall be maintained

in accordance with the following laws and regulations:

1. Public Resources Code, Section 4291.
2. California Code of Regulations, Title 14, Division 1.5, Chapter 7, Subchapter 3, Section 1299 (see guidance for implementation "General Guideline to Create Defensible Space").
3. California Government Code, Section 51182.
4. California Code of Regulations, Title 19, Division 1, Chapter 7, Subchapter 1, Section 3.07.
5. OCFA Guideline C-05 "Vegetation Management Guideline - Technical Design for New Construction Fuel Modification Plans and Maintenance Program."

**Section 4908 Fuel Modification Requirements for New Construction** is hereby added as follows:

**4908 Fuel Modification Requirements for New Construction.**

All new buildings to be built or installed in a Wildfire Risk Area shall comply with the following:

1. Preliminary fuel modification plans shall be submitted to and approved by the fire code official prior to or concurrently with the approval of any tentative map.
2. Final fuel modification plans shall be submitted to and approved by the fire code official prior to the issuance of a grading permit.
3. The fuel modification plans shall meet the criteria set forth in the Fuel Modification Section of OCFA Guideline C-05 "Vegetation Management Guideline - Technical Design for New Construction Fuel Modification Plans and Maintenance Program."
  - 3.1 The fuel modification plan shall include provisions for the maintenance of the fuel modification in perpetuity.
4. The fuel modification plan may be altered if conditions change. Any alterations to the fuel modification areas shall have prior approval from the fire code official.
5. All elements of the fuel modification plan shall be maintained in accordance with the approved plan and are subject to the enforcement process outlined in the Fire Code.

**Chapter 50**  
**Hazardous Materials - General Provisions**

**Chapter 50 Hazardous Materials - General Provisions** is adopted in its entirety with the following amendments.

**Section 5001.5.2 Hazardous Materials Inventory Statement (HMIS)**, is hereby revised as follows:

**5001.5.2 Hazardous Materials Inventory Statement (HMIS).**

Where required by the fire code official, an application for a permit shall include ~~an HMIS, such as the Superfund Amendments and Reauthorization Act of 1986 (SARA) Title III, Tier II Report or other approved statement.~~ Orange County Fire Authority's-Chemical Classification Packet, which shall be completed and approved prior to approval of plans, and/or the storage, use or handling of chemicals on the premises. The ~~HMIS~~ Chemical Classification Packet shall include the following information:

1. Product Name.
2. Component.
3. Chemical Abstract Service (CAS) number.
4. Location where stored or used.
5. Container size.
6. Hazard classification.
7. Amount in storage.
8. Amount in use-closed systems.
9. Amount in use-open systems.

**Section 5003.1.1.1 Extremely Hazardous Substances** is hereby added as follows:

**5003.1.1.1 Extremely Hazardous Substances.** No person shall use or store any amount of extremely hazardous substances (EHS) in excess of the disclosable amounts (see Health and Safety Code Section 25500 et al) in a residential zoned or any residentially developed property.

**Chapter 51**  
**Aerosols**

**Chapter 51 Aerosols** is adopted in its entirety without amendments.

**Chapter 53**  
**Compressed Gases**

**Chapter 53 Compressed Gases** is adopted in its entirety without amendments.

**Chapter 54  
Corrosive Materials**

**Chapter 54 Corrosive materials** is adopted in its entirety without amendments.

**Chapter 55  
Cryogenic Fluids**

**Chapter 55 Cryogenic Fluids** is adopted in its entirety without amendments.

**Chapter 56  
Explosives and Fireworks**

**Chapter 56 Explosives and Fireworks** is adopted in its entirety with the following amendments:

**Section 5608.2 Firing** is hereby added as follows:

*5608.2 Firing. All fireworks displays, regardless of mortar, device, or shell size, shall be electrically fired.*

**Section 5608.3 Application for Permit** is hereby added as follows:

*Section 5608.3 Application for Permit. A diagram of the grounds on which the display is to be held showing the point at which the fireworks are to be discharged, the fallout area based on 100 feet per inch of shell size, the location of all buildings, roads, and other means of transportation, the lines behind which the audience will be restrained, the location of all nearby trees, telegraph or telephone line, or other overhead obstructions shall be provided to OCFA.*

**Chapter 57  
Flammable and Combustible Liquids**

**Chapter 57 Flammable and Combustible Liquids** is adopted in its entirety without amendments.

**Chapter 58  
Flammable Gases and Flammable Cryogenic Fluids**

**Chapter 58 Flammable Gases and Flammable Cryogenic Fluids** is adopted in its entirety without amendments.

**Chapter 59  
Flammable Solids**

**Chapter 59 Flammable Solids** is adopted in its entirety without amendments.

**Chapter 60  
Highly Toxic and Toxic Materials**

**Chapter 60 Highly Toxic and Toxic Materials** is adopted in its entirety without amendments.

**Chapter 61  
Liquefied Petroleum Gases**

**Chapter 61 Liquefied Petroleum Gases** is adopted in its entirety without amendments.

**Chapter 62  
Organic Peroxides**

**Chapter 62 Organic Peroxides** is adopted in its entirety without amendments.

**Chapter 63  
Oxidizers, Oxidizing Gases, and Oxidizing Cryogenic Fluids**

**Chapter 63 Oxidizers, Oxidizing Gases, and Oxidizing Cryogenic Fluids** is adopted in its entirety without amendments.

**Chapter 64  
Pyrophoric Materials**

**Chapter 64 Pyrophoric Materials** is adopted in its entirety without amendments.

**Chapter 65  
Pyroxylin (Cellulose Nitrate) Plastics**

**Chapter 65 Pyroxylin (Cellulose Nitrate) Plastics** is adopted in its entirety without amendments.

**Chapter 66  
Unstable (Reactive) Materials**

**Chapter 66 Unstable (Reactive) Materials** is adopted in its entirety without amendments.

**Chapter 67  
Water-Reactive Solids and Liquids**

**Chapter 67 Water-Reactive Solids and Liquids** is adopted in its entirety without amendments.

**Chapter 80  
Referenced Standards**

**Chapter 80 Referenced Standards** is adopted in its entirety with the following amendments:

**NFPA 13, 2016 Edition, Standard for the Installation of Sprinkler Systems** is hereby amended as follows:

**Section 6.7.3** is hereby revised as follows:

6.7.3 Fire department connections (FDC) shall be of an approved type. The location shall be approved and be no more than 150 feet from a public hydrant. The FDC may be located within 150 feet of a private fire hydrant when approved by the fire code official. The size of piping and the number of 2½" inlets shall be approved by the fire code official. If acceptable to the water authority, it may be installed on the backflow assembly. Fire department inlet connections shall be painted OSHA safety red or as approved. When the fire sprinkler density design requires more than 500 gpm (including inside hose stream demand), or a standpipe system is included, four 2½" inlets shall be provided.

**Section 8.3.3.1** is hereby revised as follows:

8.3.3.1 When fire sprinkler systems are installed in shell buildings of undetermined use (Spec Buildings) other than warehouses (S occupancies), fire sprinklers of the quick-response type shall be used. Use is considered undetermined if a specific tenant/occupant is not identified at the time the fire sprinkler plan is submitted. Sprinklers in light hazard occupancies shall be one of the following:

- (1) Quick-response type as defined in 3.6.4.8
- (2) Residential sprinklers in accordance with the requirements of 8.4.5
- (3) Quick response CMSA sprinklers
- (4) ESFR sprinklers
- (5) Standard-response sprinklers used for modifications or additions to existing light hazard systems equipped with standard-response sprinklers
- (6) Standard-response sprinklers used where individual standard-response sprinklers are replaced in existing light hazard systems

**Section 11.1.1.1** is hereby added as follows:

11.1.1.1 When fire sprinkler systems are required in buildings of undetermined use other than warehouses, they shall be designed and installed to have a fire sprinkler density of not less than that required for an Ordinary Hazard Group 2 use, with no reduction(s) in density or design area. Warehouse fire sprinkler systems shall be designed to Figure 16.2.1.3.2 (d) curve "G". Use is considered undetermined if a specific tenant/occupant is not identified at the time the sprinkler plan is submitted. Where a subsequent use or occupancy requires a system with greater capability, it shall be the responsibility of the occupant to upgrade the system to the required density for the new use or occupancy.

**Section 11.2.3.1.1.1** is hereby added as follows:

11.2.3.1.1.1 The available water supply for fire sprinkler system design shall be determined by one of the following methods, as approved by the fire code official:

- 1) Subtract the project site elevation from the low water level for the appropriate pressure zone and multiply the result by 0.433;
- 2) Use a maximum of 40 psi, if available;
- 3) Utilize the OCFA water-flow test form/directions to document a flow test conducted by the local water agency or an approved third party licensed in the State of California.

**NFPA 13D 2016 Edition, Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes** is hereby amended as follows:

**Section 7.1.2** is hereby revised as follows:

**7.1.2** The sprinkler system piping shall not have separate control valves installed unless supervised by a central station, proprietary, or remote station alarm service. ~~one of the following methods:~~

- ~~(1) Central station, proprietary, or remote station alarm service.~~
- ~~(2) Local alarm service that causes the sounding of an audible signal at a constantly attended location.~~
- ~~(3) Valves that are locked open.~~

**NFPA 14, 2013 Edition, Installation of Standpipe and Hose Systems** is hereby amended as follows:

**Section 7.3.1.1** is hereby is deleted in its entirety and replaced as follows:

~~**7.3.1.1** Hose connections and hose stations shall be unobstructed and shall be located not less than 3 ft (0.9 m) or more than 5 ft (1.5 m) above the floor.~~

**7.3.1.1** Class I and III Standpipe hose connections shall be unobstructed and shall be located not less than 18 inches or more than 24 inches above the finished floor. Class II Standpipe hose connections shall be unobstructed and shall be located not less than 3 feet or more than 5 feet above the finished floor.

**NFPA 24, 2016 Edition, Standard for the Installation of Private Fire Service Mains and Their Appurtenances** is hereby amended as follows:

**Section 6.2.8.1** is hereby added as follows:

**6.2.8.1** All indicating valves controlling fire suppression water supplies shall be painted OSHA red.

Exceptions:

1. Brass or bronze valves on sprinkler risers mounted to the exterior of the building may be left unpainted.
2. Where OS&Y valves on the detector check assembly are the only control valves, at least one OS&Y valve shall be painted red.

**Section 6.2.9** is hereby amended as follows:

All connections to private fire service mains for fire protection systems shall be arranged in accordance with one of the following so that they can be isolated:

- (1) A post indicator valve installed not less than 40 ft (12 m) from the building
  - (a) For buildings less than 40 ft (12 m) in height, a post indicator valve shall be permitted to be installed closer than 40 ft (12 m) but at least as far from the building as the height of the wall facing the post indicator valve.
- (2) A wall post indicator valve
- (3) An indicating valve in a pit, installed in accordance with Section 6.4
- (4) A backflow preventer with at least one indicating valve not less than 40 ft (12 m) from the building
  - (a) For buildings less than 40 ft (12 m) in height, a backflow preventer with at least one indicating valve shall be permitted to be installed closer than 40 ft (12 m) but at least as far from the building as the height of the wall facing the backflow preventer.
- ~~(5) A nonindicating valve, such as an underground gate valve with an approved roadway box, complete with T-wrench, located not less than 40 ft (12 m) from the building~~
  - ~~(a) For buildings less than 40 ft (12 m) in height, a nonindicating valve, such as an underground gate valve with an approved roadway box, complete with T wrench, shall be permitted to be installed closer than 40 ft (12 m) but at least as far from the building as the height of the wall facing the non-indicating valve.~~
- (65) Control valves installed in a fire-rated room accessible from the exterior
- (76) Control valves in a fire-rated stair enclosure accessible from the exterior

**Section 10.1.5** is hereby added as follows:

10.1.5 All ferrous pipe and joints shall be polyethylene encased per AWWA C150, Method A, B, or C. All fittings shall be protected with a loose 8-mil polyethylene tube or sheet. The ends of the tube or sheet shall extend past the joint by a minimum of 12 inches and be sealed with 2 inch wide tape approved for underground use. Galvanizing does not meet the requirements of this section.

Exception: 304 or 316 Stainless Steel pipe and fittings

**Section 10.4.1.1** is hereby revised as follows:

**10.4.1.1** All bolted joint accessories shall be cleaned and thoroughly coated with asphalt or other corrosion-retarding material after installation.

Exception: Bolted joint accessories made from 304 or 316 stainless steel.

**Section 10.4.1.1.1** is hereby added as follows:

10.4.1.1.1 All bolts used in pipe-joint assembly shall be 316 stainless steel.

**Section 10.4.3.2** is hereby deleted and replaced as follows:

10.4.3.2 Where approved, private fire service mains supplying systems within the building shall be permitted to extend more than 10 ft. under the building when all of the requirements of 10.4.3.2.1 through 10.4.3.2.4 are met. Where fire service mains enter the building adjacent to the foundation, the pipe may run under a building to a maximum of 24 inches, as measured from the interior face of the exterior wall to the center of the vertical pipe. The pipe under the building or building foundation shall be 304 or 316 stainless steel and shall not contain mechanical joints or it shall comply with 10.4.3.2.1 through 10.4.3.2.4.

## **Appendices**

**Appendix A** is deleted in its entirety without amendments.

**Appendix B** is adopted in its entirety without amendments.

**Appendix BB** is adopted in its entirety without amendments.

**Appendix C** is adopted in its entirety without amendments.

**Appendix CC** is adopted in its entirety without amendments.

**Appendix D** is deleted in its entirety without amendments.

**Appendix E** is deleted in its entirety without amendments.

**Appendix F** is deleted in its entirety without amendments.

**Appendix G** is deleted in its entirety without amendments.

**Appendix H** is adopted in its entirety without amendments.

**Appendix I** is deleted in its entirety without amendments.

**Appendix J** is deleted in its entirety without amendments.

**Appendix K** is deleted in its entirety without amendments.

**Appendix L** is deleted in its entirety without amendments.

**Appendix M** is deleted in its entirety without amendments.

**Appendix N** is deleted in its entirety without amendments.

**"Section 18.04.060 - Enforcement and Inspections.**

"The Placentia Fire Code, as set forth in this Chapter 18.04 shall be enforced by the Director of Fire Services of the Orange County Fire Authority, or his or her designee. The Director of Fire Services, or his or her designee, may detail such members of the Fire Authority as shall be deemed necessary from time to time.

**"Section 18.04.070 - Fees.**

"Notwithstanding any provision of the Placentia Fire Code as hereby adopted, all fees for services provided pursuant to the Placentia Fire Code shall approved by resolution therefor as adopted by the City Council of the City of Placentia or the Orange County Fire Authority Board of Directors, as the case may be, pursuant to the provisions of California Government Code § 66016, et seq. In addition to any other fee(s) to be charged hereunder, any person, firm, partnership or corporation initiating or

engaging in any work without the permit therefor as required hereunder shall pay a penalty equal to 100% of the fee for the requisite permit if issued after such work commences, is initiated or engaged in by such person, firm, partnership or corporation.

**"Section 18.04.080 - Copy filed.**

"One (1) copy of the California Fire Code, 2013 Edition, based on the 2012 International Fire Code as published by the International Code Council, including all appendices thereto and including all amendments made herein is on file in the office of the Building Official and the Orange County Fire Authority pursuant to the requirements of California Health and Safety Code § 18942(e)(1) and is available for public inspection."

**SECTION 6.** A new Chapter 20.04 hereby is added to Title 20 of the Placentia Municipal Code to read, in words and figures, as follows:

**"Chapter 20.04**

**"California Building Code, 2016 Edition**

**"Sections:**

"20.04.010	Title
"20.04.020	Purpose
"20.04.030	Adoption of Building Code
"20.04.040	Definition of Terms
"20.04.050	Amendments to Building Code
"20.04.060	Enforcement and Inspections
"20.04.070	Fees
"18.04.080	Copy filed

**"Section 20.04.010 - Title.**

"This Chapter shall be known as the 'Placentia Building Code.'

**"Section 20.04.020 - Purpose.**

"The purpose of this Chapter is to prescribe regulations for erecting, construction, enlargement, alteration, repair, improving, removal, conversion, demolition, occupancy, equipment use, height, and area of buildings and structures and conditions

hazardous to life or property in the occupancy of buildings and premises as herein provided.

**"Section 20.04.030 - Adoption of Building Code.**

"There hereby is adopted as the 'Placentia Building Code,' except as otherwise provided in this Chapter, that certain Code known and designated as the California Building Code, 2016 Edition, as set forth in Title 24, Part 2 of the California Code of Regulations, based on the 2012 International Building Code as published by the International Code Council, including all appendices thereto and including all amendments made herein, and such Code shall be and become the Building Code of the City of Placentia, governing the erection, construction, enlargement, alteration, repair, improving, removal, conversion, demolition, occupancy, equipment use, height, and area of buildings and structures and conditions hazardous to life or property in the occupancy of buildings and premises as herein provided.

"Whenever the California Code of Regulations and State Building Standards Code of Regulations differ from any provision of the Placentia Building Code, said State regulations shall prevail over the provisions of the Placentia Building Code except as specifically modified herein.

**"Section 20.04.040 - Definition of Terms.**

"Whenever any of the following names or terms are used in the California Building Code, each such name or term shall be deemed and construed to have the meaning ascribed to it in this section as follows:

"(A) 'Building department' means the 'building and safety division' of the City.

"(B) 'Building official' means the chief building official of the City as appointed by the City Administrator of the City, or his or her designee.

"(C) 'City' means the City of Placentia.

"(D) 'Fire Code' means the Placentia Fire Code. 'Fire code official' means the Director of Fire Services of the Orange County Fire Authority, or his or her designee.

"(E) 'Fire code official' means the Director of Fire Services of the Orange County Fire Authority, or his or her

designee.

"(F) 'Local enforcing agency' means the City.

**"Section 20.04.050 - Amendments to Building Code.**

"The following provisions of the California Building Code hereby are amended to read, in words and figures, as follows:

"Section 110.A. Right of Entry.

"1. The building official shall have the authority to enter any building or premises for the purpose making an inspection to enforce the provisions of this code, or to investigate the existence in any building or upon any premises any conditions or violations(s) of this code, which make the building or premises unsafe, dangerous or hazardous in order to protect the public health, safety and welfare of the City. In addition, the building official is authorized to enter any building or premises in order to inspect the same for purposes of issuing any permit issued or required hereunder.

"2. Except in emergency situations, the building official shall not enter any building or premises without the consent of the owner or occupant thereof, unless he or she possesses a search warrant authorizing entry and search of said building or premises. No person shall hinder or prevent the building official while in the performance of the duties herein described as emergency situations or while in possession of a search warrant, from entering upon and into any and all premises under his or her jurisdiction, at all reasonable hours, for the purpose of inspecting the same to determine whether or not the provisions of this code and all other applicable laws or ordinances pertaining to the protection of persons or property are observed therein.

"Section 202. Emergency Helicopter Landing Facility hereby is added to the California Building Code to read, in words and figures, as follows:

"Emergency Helicopter Landing Facilities shall be defined as set forth in § 202 of the Placentia Fire Code.

"High-Rise building shall be defined as set forth in § 202 of the Placentia Fire Code.

"Section 412.2. Definitions hereby is amended to read, in

words and figures, as follows:

"Additional definitions relative to helicopter flight paths, landing facilities, safety and takeoff and landing areas shall be as set forth in § 1102.1 of the Placentia Fire Code.

"A new § 412.7. Emergency Helicopter Landing Facility hereby is added to the California Building Code to read, in words and figures, as follows:

"Emergency Helicopter Landing Facilities shall be governed by the provisions of §§ 2008 - 2008.1.11 of the Placentia Fire Code.

"Section 701A.3 of the California Building Code hereby is amended to read, in words and figures, as follows:

"701A.3. Application. New buildings located in any Fire Hazard Severity Zone, Special Fire Protection Area, or any Wildland-Urban Interface Fire Area designated by the enforcing agency constructed after the application date, and additions to and remodel of buildings constructed before 2012 located in areas currently designated as such, shall comply with the provisions of this chapter. The provisions shall also apply to additions, remodels, and accessory structures located within 100 feet of a fuel modification zone, vegetation management area, or similar area containing hazardous combustible vegetation, regardless of whether the property is currently located in a designated Fire Hazard Severity Zone, Special Fire Protection Area or Wildland-Urban Interface Fire Area, when materials and/or construction methods for exterior wildfire exposure were previously required at the property by the Building or Fire Code Official.

"A new § 701A.3.2 hereby is added to the California Building Code to read, in words and figures, as follows:

"Section 710A.3.2. Detached accessory structures within 50 feet of an applicable building shall comply with the requirements of this section.

"A new § 710A.4 hereby is added to the California Building Code to read, in words and figures, as follows:

"710A.4 Requirements. Accessory structures shall be constructed of non-combustible or ignition-resistant materials.

"Section 903.2 of the California Building Code hereby is amended to read, in words and figures, as follows:

"903.2 Sprinkler systems. Approved automatic sprinkler systems in buildings and structures shall be provided in accordance with the provisions of § 903.2 of the Placentia Fire Code.

"Section 903.2.8 Group R of the California Building Code hereby is amended to read, in words and figures, as follows:

"Section 903.2.8. Approved automatic sprinkler systems in buildings and structures shall be provided in accordance with the provisions of § 903.2.8 of the Placentia Fire Code.

"Section 903.4 of the California Building Code hereby is amended to read, in words and figures, as follows:

"Section 903.4. Sprinkler System Supervision and Alarms shall be governed by the provisions of § 903.4 of the Placentia Fire Code.

"A new § 903.5.3 hereby is added to the California Building Code to read, in words and figures, as follows:

"Section 903.5.3. Hydraulically calculated systems shall be governed by the provisions of § 903.5.3 of the Placentia Fire Code.

"Section 905.4 of the California Building Code hereby is amended to read, in words and figures, as follows:

"Location of Class I Standpipe Hose Connections shall be governed by the provisions of § 905.4 of the Placentia Fire Code.

"Section 907.2.13 of the California Building Code hereby is amended to read, in words and figures, as follows:

"Section 907.2.13. High-rise Buildings shall be governed by the provisions of § 907.2.13 of the Placentia Fire Code.

"Section 907.3.1 of the California Building Code hereby is amended to read, in words and figures, as follows:

"Section 907.3.1. Duct Smoke Detectors shall be governed by the provisions of § 907.3.1 of the Placentia Fire Code.

"Section 907.5.2.2 of the California Building Code hereby is amended to read, in words and figures, as follows:

"Section 907.5.2.2. Emergency Voice/Alarm Communication System shall be governed by the provisions of § 907.5.2.2 of the Placentia Fire Code.

"Section 907.6.3.2 of the California Building Code hereby is amended to read, in words and figures, as follows:

"Section 907.6.3.2. High-rise Buildings shall be governed by the provisions of § 907.6.3.2 of the Placentia Fire Code.

"Section 907.6.5 Monitoring of the California Building Code hereby is amended to read, in words and figures, as follows:

"Section 907.6.5. Monitoring. High-rise Buildings shall be governed by the provisions of § 907.6.5 of the Placentia Fire Code.

"Table 1505.1 of the California Building Code hereby is amended to read, in words and figures, as follows:

"TABLE 1505.1<sup>a</sup>  
 "MINIMUM ROOF COVERING CLASSIFICATIONS  
 "TYPES OF CONSTRUCTION

	I	I	I	I	I	I	I	I	V	V
A	B	IA	IB	IIA	IIB	V	A	B		
	B	B	B	B	B	B	B	B	B	B

"For SI: 1 foot = 304.8 mm, 1 square foot = 0.0929 m<sup>2</sup>.

"a. Unless otherwise required in accordance with Chapter 7A.

"Section 1505.1.3 of the California Building Code hereby is amended to read, in words and figures, as follows:

"Section 1505.1.3. Roof coverings within all other areas. The entire roof covering of every existing structure where more than 50 percent of the total roof area is replaced within any one-year period, the entire roof covering of every new structure, and any roof covering applied in the alteration, repair or replacement of the roof of every existing structure, shall be a fire-retardant roof covering that is at least Class B.

"Section 1505.5 of the California Building Code hereby is deleted in its entirety.

"Section 1505.7 of the California Building Code hereby is deleted in its entirety.

"Section 6.8.3 of Chapter 35 of the California Building Code relating to Referenced Standards hereby is amended to read, in words and figures, as follows:

"Section 6.8.3 shall be governed by the provisions of § 6.8.3 of the Placentia Fire Code.

"Section 8.3.3.1 of Chapter 35 of the California Building Code relating to Referenced Standards hereby is amended to read, in words and figures, as follows:

"Section 8.3.3.1 shall be governed by the provisions of § 8.3.3.1 of the Placentia Fire Code.

"Section 8.17.1.1.1 of Chapter 35 of the California Building Code relating to Referenced Standards hereby is amended to read, in words and figures, as follows:

"Section 8.17.1.1.1 shall be governed by the provisions of § 8.17.1.1.1 of the Placentia Fire Code.

"A new § 11.1.1.2 hereby is added to Chapter 35 of the California Building Code relating to Sprinkler Systems to read, in words and figures, as follows:

"Section 11.1.1.2 shall be governed by the provisions of § 11.1.1.2 of the Placentia Fire Code.

"A new § 23.2.1.1 of the California Building Code relating to Sprinkler Systems hereby is amended to read, in words and figures, as follows:

"Section 23.2.1.1 shall be governed by the provisions of § 23.2.1.1 of the Placentia Fire Code.

"Section 6.16.1 of NFPA 13R, Installation of Sprinkler System in Residential Occupancies up to and Including Four Stories in Height, of the California Building Code hereby is

amended to read, in words and figures, as follows:

"Section 6.16.1 shall be governed by the provisions of § 6.16.1 of the Placentia Fire Code.

"A new § 4.1.3 hereby is added to NFPA 13D, Installation of Sprinkler Systems in One and Two-Family Dwellings and Manufactured Homes, of the California Building Code to read, in words and figures, as follows:

"Section 4.1.3 shall be governed by the provisions of § 4.1.5 of the Placentia Fire Code.

"Section 7.1.2 of NFPA 13D, Installation of Sprinkler Systems in One and Two-Family Dwellings and Manufactured Homes, of the California Building Code hereby is amended to read, in words and figures, as follows:

"Section 7.1.2 shall be governed by the provisions of § 7.1.2 of the Placentia Fire Code.

"Section 7.6, Alarms, of NFPA 13D, Installation of Sprinkler Systems in One and Two-Family Dwellings and Manufactured Homes, of the California Building Code hereby is amended to read, in words and figures, as follows:

"Section 7.6 shall be governed by the provisions of § 7.6 of the Placentia Fire Code.

"Section 6.4.5.4.1 of NFPA 14, 2007 Edition, Installation of Standpipe and Hose Systems, of the California Building Code hereby is amended to read, in words and figures, as follows:

"Section 7.3.1.1, Hose Connection Height, of NFPA 14, 2007 Edition, Installation of Standpipe and Hose Systems, of the California Building Code hereby is amended to read, in words and figures, as follows:

"Section 7.3.1.1 shall be governed by the provisions of § 7.3.1.1 of the Placentia Fire Code.

"Section 6.2.11 (5) of NFPA 24, 2010 Edition, Installation of Private Fire Service Mains and Their Appurtenances, of the California Building Code hereby is deleted, in its entirety.

"A new § 6.3.3 hereby is added to NFPA 24, 2010 Edition, Installation of Private Fire Service Mains and Their

Appurtenances, of the California Building Code to read, in words and figures, as follows:

"Section 6.3.3 shall be governed by the provisions of § 6.3.3 of the Placentia Fire Code.

"A new § 10.1.6.3 hereby is added to NFPA 24, 2010 Edition, Installation of Private Fire Service Mains and Their Appurtenances, of the California Building Code to read, in words and figures, as follows:

"Section 10.1.6.3 shall be governed by the provisions of § 10.1.6.3 of the Placentia Fire Code.

"Section 10.3.5.2 of NFPA 24, 2010 Edition, Installation of Private Fire Service Mains and Their Appurtenances, of the California Building Code hereby is amended to read, in words and figures, as follows:

"Section 10.3.5.2 shall be governed by the provisions of § 10.3.5.2 of the Placentia Fire Code.

"Section 10.3.5.3 of NFPA 24, 2010 Edition, Installation of Private Fire Service Mains and Their Appurtenances, of the California Building Code hereby is amended to read, in words and figures, as follows:

"Section 10.3.5.3 shall be governed by the provisions of § 10.3.5.2 of the Placentia Fire Code.

"Section 10.6.3.1 of NFPA 24, 2010 Edition, Installation of Private Fire Service Mains and Their Appurtenances, of the California Building Code hereby is amended to read, in words and figures, as follows:

"Section 10.6.3.1 shall be governed by the provisions of § 10.6.3.1 of the Placentia Fire Code.

"Section 10.6.5 of NFPA 24, 2010 Edition, Installation of Private Fire Service Mains and Their Appurtenances, of the California Building Code hereby is amended to read, in words and figures, as follows:

"Section 10.6.5 shall be governed by the provisions of § 10.6.5 of the Placentia Fire Code.

"Section 26.2.3.1, Fire Alarm Control Units, of NFPA 72, 2010 Edition National Fire Alarm Code, of the California Building Code hereby is amended to read, in words and figures, as follows:

**"Section 20.04.060 - Enforcement and Inspections.**

"The Placentia Building Code, as set forth in this Chapter 20.04 shall be enforced by the building official or his or her designee.

**"Section 20.04.070 - Fees.**

"Notwithstanding any provision of the Placentia Building Code as hereby adopted, all fees for services provided pursuant to the Placentia Building Code shall approved by resolution therefor as adopted by the City Council of the City of Placentia pursuant to the provisions of California Government Code § 66016, et seq. In addition to any other fee(s) to be charged hereunder, any person, firm, partnership or corporation initiating or engaging in any work without the permit therefor as required hereunder shall pay, a penalty equal to 100% of the fee for the requisite permit if issued after such work commences, is initiated or engaged in by such person, firm, partnership or corporation.

**"Section 20.04.080 - Copy filed.**

"One (1) copy of the California Building Code, 2016 Edition, based on the 2012 International Building Code as published by the International Code Council, including all appendices thereto and including all amendments made herein is on file in the office of the Building Official pursuant to the requirements of California Health and Safety Code § 18942(e)(1) and is available for public inspection."

**SECTION 7.** A new Chapter 20.08 hereby is added to Title 20 of the Placentia Municipal Code to read, in words and figures, as follows:

**"Chapter 20.08**

**"California Residential Code, 2016 Edition**

**"Sections:**

"20.08.010	Title
"20.08.020	Purpose
"20.08.030	Adoption of Residential Code
"20.08.040	Definition of Terms
"20.08.050	Amendments to Residential Code
"20.08.060	Enforcement and Inspections
"20.08.070	Fees
"20.08.080	Copy filed

**"Section 20.08.010 - Title.**

"This Chapter shall be known as the 'Placentia Residential Code.'

**"Section 20.08.020 - Purpose.**

"The purpose of this Chapter is to prescribe regulations for erecting, construction, enlargement, alteration, repair, improving, removal, conversion, demolition, occupancy, equipment use, height, and area of buildings and structures and conditions hazardous to life or property in the occupancy of residential buildings and premises as herein provided.

**"Section 20.08.030 - Adoption of Residential Code.**

"There hereby is adopted as the 'Placentia Residential Code,' except as otherwise provided in this Chapter, that certain Code known and designated as the California Residential Code, 2016 Edition, as set forth in Title 24, Part 2.5 of the California Code of Regulations, based on the 2012 International Residential Code as published by the International Code Council, including all appendices thereto and including all amendments made herein, and such Code shall be and become the Building Code of the City of Placentia, governing the erection, construction, enlargement, alteration, repair, improving, removal, conversion, demolition, occupancy, equipment use, height, and area of buildings and structures and conditions hazardous to life or property in the occupancy of residential buildings and premises as herein provided.

"Whenever the California Code of Regulations and State Building Standards Code of Regulations differ from any provision of the Placentia Residential Code, said State regulations shall prevail over the provisions of the Placentia Residential Code except as specifically modified herein.

**"Section 20.08.040 - Definition of Terms.**

"Whenever any of the following names or terms are used in the California Residential Code, each such name or term shall be deemed and construed to have the meaning ascribed to it in this section as follows:

"(A) 'Building department' means the 'building and safety division' of the City.

"(B) 'Building official' means the chief building official of the City as appointed by the City Administrator of the City, or his or her designee.

"(C) 'City' means the City of Placentia.

"(D) 'Fire Code' means the Placentia Fire Code. '

"(E) 'Fire code official' means the Director of Fire Services of the Orange County Fire Authority, or his or her designee.

"(F) 'Jurisdiction' means the City.

"(G) 'Local enforcing agency' means the City.

**"Section 20.08.050 - Amendments to Residential Code.**

"The following provisions of the California Residential Code hereby are amended to read, in words and figures, as follows:

**Chapter 2**

**Definitions**

**Chapter 2 Definitions** is adopted in its entirety with the following amendment:

**Section 202 Definitions** is hereby revised by adding "OCFA" and

"Spark Arrester" as follows:

OCFA: Orange County Fire Authority, fire authority having jurisdiction.

SPARK ARRESTER. A listed device constructed of noncombustible material specifically for the purpose of meeting one of the following conditions:

3. Removing and retaining carbon and other flammable particles/debris from the exhaust flow of an internal combustion engine in accordance with California Vehicle Code Section 38366.
4. Fireplaces that burn solid fuel in accordance with California Building Code Chapter 28.

### Chapter 3

#### Building Planning

Chapter 3 Building Planning is adopted in its entirety with the following amendments and additions:

Section R301.9 Fuel Modification Requirements for New Construction is hereby added as follows:

R301.9 Fuel Modification Requirements for New Construction. All new structures and facilities adjoining land containing hazardous combustible vegetation shall be approved and in accordance with the requirements of OCFA Guideline C-05 "Vegetation Management Guideline - Technical Design for new Construction Fuel Modification Plans and Maintenance Program."

Section R309.6 Fire sprinkler attached garages, and carports with habitable space above is hereby amended by modifying the exception as follows:

Exception: An automatic residential fire sprinkler system shall not be required when additions or alterations are made to existing carports and/or garages that do not have an automatic residential fire sprinkler system installed in accordance with this section unless a sprinkler system is required in accordance with California Fire Code Section 903.2.8.

**Section R313.1 Townhouse automatic fire sprinkler systems** is hereby amended by modifying the exception as follows:

**Exception:** An automatic residential fire sprinkler system shall not be required when additions or alterations are made to existing townhouses that do not have an automatic ~~residential~~ fire sprinkler system installed unless a sprinkler system is required in accordance with California Fire Code Section 903.2.8.

**Section R313.2 One- and two-family dwellings automatic fire sprinkler systems** is hereby amended by modifying the exception as follows:

**Exception:** An automatic residential fire sprinkler system shall not be required for additions or alterations to existing buildings that are not already provided with an automatic ~~residential~~ sprinkler system unless a sprinkler system is required in accordance with California Fire Code Section 903.2.8.

**Section R313.3.6.2.2 Calculation procedure** is hereby revised as follows:

**Section R313.3.6.2.2 Calculation procedure.** Determination of the required size for water distribution piping shall be in accordance with the following procedure and California Fire Code Section 903.3.5.3.

**(The remainder of the section is unchanged)**

**Section R319.1 Address identification** is hereby revised as follows:

**R319 Site Address.** New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 4 inches in height with a stroke width of not less than 0.5 inch. Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access

is by means of a private road and the building address cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address identification shall be maintained.

**Section R337.1.3 Application** is hereby revised as follows:

**R337.1.3 Application.** New buildings located in any Fire Hazard Severity Zone or any Wildland-Urban Interface Fire Area designated by the enforcing agency constructed after the application date, and additions to and remodel of buildings constructed before 2012 located in areas currently designated as such, shall comply with the provisions of this chapter. The provisions shall also apply to additions, remodels, and accessory structures located within 100 feet of a fuel modification zone, vegetation management area, or similar area containing hazardous combustible vegetation, regardless of whether the property is currently located in a designated Fire Hazard Severity Zone or Wildland-Urban Interface Area, when materials and/or construction methods for exterior wildfire exposure were previously required at the property by the Building or Fire Code Official.

Exceptions:

1. Buildings of an accessory character classified as a Group U occupancy and not exceeding 120 square feet in floor area, when located at least 30 feet from an applicable building.
2. Buildings of an accessory character classified as a Group U occupancy of any size located at least 50 feet from an applicable building.
3. Buildings classified as a Group U Agricultural Building, as defined in Section 202 of this code (see also Appendix C - Group U Agricultural Buildings), when located at least 50 feet from an applicable building.
- ~~4. Additions to and remodels of buildings originally constructed prior to the applicable application date.~~

**Section R337.1.6 Fuel Modification Requirements for New Construction** is hereby added as follows:

**R337.1.6 Fuel Modification Requirements for New Construction.** All new buildings to be built or installed in a Wildfire Risk Area shall comply with the following:

6. Preliminary fuel modification plans shall be submitted to and approved by the fire code official prior to or concurrently with the approval of any tentative map.
7. Final fuel modification plans shall be submitted to and approved by the fire code official prior to the issuance of a grading permit.
8. The fuel modification plans shall meet the criteria set forth in the Fuel Modification Section of OCFA Guideline C-05 "Vegetation Management Guideline - Technical Design for New Construction Fuel Modification Plans and Maintenance Program."
  - 3.1. The fuel modification plan shall include provisions for the maintenance of the fuel modification in perpetuity.
9. The fuel modification plan may be altered if conditions change. Any alterations to the fuel modification areas shall have prior approval from the fire code official.
10. All elements of the fuel modification plan shall be maintained in accordance with the approved plan and are subject to the enforcement process outlined in the Fire Code.

## Chapter 10

### Chimneys and Fireplaces

**Chapter 10 Chimneys and Fireplaces** is adopted in its entirety with the following amendments:

**Section R1001.13 Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices** is hereby added as follows:

**R1001.14 Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices.** Outdoor fireplaces, fire pits, fire rings, or similar exterior devices shall comply with this section.

**Exception:** Barbeques, grills, and other portable devices intended solely for cooking

**Section R1001.13.1 Gas-fueled devices** is hereby added as

follows:

**R1001.13.1 Gas-fueled devices.** Outdoor fireplaces, fire pits and similar devices fueled by natural gas or liquefied-petroleum gas are allowed when approved by the Building Department and the device is designed to only burn a gas flame and not wood or other solid fuel. At R-3 occupancies, combustible construction shall not be located within three feet of an atmospheric column that extends vertically from the perimeter of the device. Where a permanent Building Department approved hood and vent is installed, combustible construction may encroach upon this column between the bottom of the hood and the vent opening. Where chimneys or vents are installed, they shall have a spark arrester in accordance with Section R1003.9.2.

**Section R1001.13.2 Devices using wood or fuels other than natural gas or liquefied-petroleum gas** is hereby added as follows:

**R1001.13.2 Devices using wood or fuels other than natural gas or liquefied-petroleum gas.** Fireplaces burning wood or other solid fuel shall be constructed in accordance with Section R1001. Fires in a fireplace shall be contained within a firebox with an attached chimney. The opening in the face of the firebox shall have an installed and maintained method of arresting sparks. The burning of wood or other solid fuel in a device is not allowed within 15 feet of combustible structures, unless within a permanent or portable fireplace.

**Section R1001.13.3 Devices using wood or fuels other than natural gas or liquefied-petroleum gas** is hereby added as follows:

**R1001.13.3 Where prohibited.** The burning of wood and other solid fuels shall not be conducted within a fuel modification zone. Wood and other solid fuel burning fires in devices other than permanent fireplaces are not allowed within Wildfire Risk Areas (WRA) and adopted Fire Hazard Severity Zones (FHSZ) or in locations where conditions could cause the spread of fire to the WRA or FHSZ, unless determined by the Fire Code Official that the location or design of the device should reasonably prevent the start of a wildfire.

**Chapter 44**  
**Referenced Standards**

**Chapter 44 Referenced Standards** is adopted in its entirety with the following amendments:

**NFPA 13, 2016 Edition, Standard for the Installation of Sprinkler Systems** is hereby amended as follows:

**Section 6.7.3** is hereby revised as follows:

6.7.3 Fire department connections (FDC) shall be of an approved type. The location shall be approved and be no more than 150 feet from a public hydrant. The FDC may be located within 150 feet of a private fire hydrant when approved by the fire code official. The size of piping and the number of 2½" inlets shall be approved by the fire code official. If acceptable to the water authority, it may be installed on the backflow assembly. Fire department inlet connections shall be painted OSHA safety red or as approved. When the fire sprinkler density design requires more than 500 gpm (including inside hose stream demand), or a standpipe system is included, four 2½" inlets shall be provided.

**Section 8.3.3.1** is hereby revised as follows:

8.3.3.1 When fire sprinkler systems are installed in shell buildings of undetermined use (Spec Buildings) other than warehouses (S occupancies), fire sprinklers of the quick-response type shall be used. Use is considered undetermined if a specific tenant/occupant is not identified at the time the fire sprinkler plan is submitted. Sprinklers in light hazard occupancies shall be one of the following:

- (7) Quick-response type as defined in 3.6.4.8
- (8) Residential sprinklers in accordance with the requirements of 8.4.5
- (9) Quick response CMSA sprinklers
- (10) ESFR sprinklers
- (11) Standard-response sprinklers used for modifications or additions to existing light hazard systems equipped with standard-response sprinklers

- (12) Standard-response sprinklers used where individual standard-response sprinklers are replaced in existing light hazard systems

**Section 11.1.1.1** is hereby added as follows:

11.1.1.1 When fire sprinkler systems are required in buildings of undetermined use other than warehouses, they shall be designed and installed to have a fire sprinkler density of not less than that required for an Ordinary Hazard Group 2 use, with no reduction(s) in density or design area. Warehouse fire sprinkler systems shall be designed to Figure 16.2.1.3.2 (d) curve "G". Use is considered undetermined if a specific tenant/occupant is not identified at the time the sprinkler plan is submitted. Where a subsequent use or occupancy requires a system with greater capability, it shall be the responsibility of the occupant to upgrade the system to the required density for the new use or occupancy.

**Section 11.2.3.1.1.1** is hereby added as follows:

11.2.3.1.1.1 The available water supply for fire sprinkler system design shall be determined by one of the following methods, as approved by the fire code official:

- 4) Subtract the project site elevation from the low water level for the appropriate pressure zone and multiply the result by 0.433;
- 5) Use a maximum of 40 psi, if available;
- 6) Utilize the OCFA water-flow test form/directions to document a flow test conducted by the local water agency or an approved third party licensed in the State of California.

**NFPA 13D 2016 Edition, Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes** is hereby amended as follows:

**Section 7.1.2** is hereby revised as follows:

7.1.2 The sprinkler system piping shall not have separate control valves installed unless supervised by a central station, proprietary, or remote station alarm service. ~~one of the following methods:~~

- ~~(1) Central station, proprietary, or remote station alarm service.~~
- ~~(2) Local alarm service that causes the sounding of an audible signal at a constantly attended location.~~
- ~~(3) Valves that are locked open.~~

**Appendix O**

**Vehicular Gates**

**Appendix O Vehicular Gates** is adopted with only the section indicated below:

**SECTION AO103.3 Vehicular gates or other barriers across required fire apparatus access roads** is added as follows:

**AO103.3 Vehicular gates or other barriers across required fire apparatus access roads.** The installation of gates or other barriers across a required fire apparatus access road shall be approved by the fire code official. Gates or barriers shall be in accordance with Orange County Fire Authority Guideline B-09 "Fire Master Plans for Commercial and Residential Development".

**"Chapter 20.12**

**"California Plumbing Code, 2016 Edition**

**"Sections:**

"20.12.010	<b>Title</b>
"20.12.020	<b>Purpose</b>
"20.12.030	<b>Adoption of Plumbing Code</b>
"20.12.040	<b>Definition of Terms</b>
"20.12.050	<b>Amendments to Plumbing Code</b>
"20.12.060	<b>Enforcement and Inspections</b>
"20.12.070	<b>Fees</b>
"18.12.080	<b>Copy filed</b>

**"Section 20.12.010 - Title.**

"This Chapter shall be known as the 'Placentia Plumbing Code.'

**"Section 20.12.020 - Purpose.**

"The purpose of this Chapter is to prescribe regulations for construction, enlargement, alteration, repair, improving, removal, conversion, demolition, equipment use, plumbing systems, materials

and appurtenances and conditions hazardous to life or property in the occupancy of buildings and premises as herein provided.

**"Section 18.12.030 - Adoption of Plumbing Code.**

"There hereby is adopted as the 'Placentia Plumbing Code,' except as otherwise provided in this Chapter, that certain Code known and designated as the California Plumbing Code, 2016 Edition, as set forth in Title 24, Part 5 of the California Code of Regulations, based on the 2012 Uniform Plumbing Code, including all appendices thereto and including all amendments made herein, and such Code shall be and become the Plumbing Code of the City of Placentia, governing the construction, enlargement, alteration, repair, improving, removal, conversion, demolition, equipment use, plumbing systems, materials and appurtenances and conditions hazardous to life or property in the occupancy of buildings and premises as herein provided.

"Whenever the California Code of Regulations and State Building Standards Code of Regulations differ from any provision of the Placentia Plumbing Code, said State regulations shall prevail over the provisions of the Placentia Plumbing Code except as specifically modified herein.

**"Section 20.12.040 - Definition of Terms.**

"Whenever any of the following names or terms are used in the California Plumbing Code, each such name or term shall be deemed and construed to have the meaning ascribed to it in this section as follows:

"(A) 'Authority having jurisdiction' means the City of Placentia.

"(B) 'Building department' means the 'building and safety division' of the City.

"(C) 'Building official' means the chief building official of the City as appointed by the City Administrator of the City, or his or her designee.

"(D) 'City' means the City of Placentia.

"(E) 'Fire Code' means the Placentia Fire Code.

"(F) 'Fire code official' means the Director of Fire Services of the Orange County Fire Authority, or his or her

designee.

"(G) 'Jurisdiction' means the City.

"(H) 'Local enforcing agency' means the City.

**"Section 20.12.050 - Amendments to Plumbing Code.**

"The following provisions of the California Plumbing Code hereby are amended to read, in words and figures, as follows:

"Section 110.A. Right of Entry.

"1. The building official shall have the authority to enter any building or premises for the purpose making an inspection to enforce the provisions of this code, or to investigate the existence in any building or upon any premises any conditions or violations(s) of this code, which make the building or premises unsafe, dangerous or hazardous in order to protect the public health, safety and welfare of the City. In addition, the building official is authorized to enter any building or premises in order to inspect the same for purposes of issuing any permit issued or required hereunder.

"2. Except in emergency situations, the building official shall not enter any building or premises without the consent of the owner or occupant thereof, unless he or she possesses a search warrant authorizing entry and search of said building or premises. No person shall hinder or prevent the building official while in the performance of the duties herein described as emergency situations or while in possession of a search warrant, from entering upon and into any and all premises under his or her jurisdiction, at all reasonable hours, for the purpose of inspecting the same to determine whether or not the provisions of this code and all other applicable laws or ordinances pertaining to the protection of persons or property are observed therein.

**"Section 20.12.060 - Enforcement and Inspections.**

"The Placentia Plumbing Code, as set forth in this Chapter 20.12 shall be enforced by the building official or his or her designee.

**"Section 20.12.070 - Fees.**

"Notwithstanding any provision of the Placentia Residential

Code as hereby adopted, all fees for services provided pursuant to the Placentia Residential Code shall approved by resolution therefor as adopted by the City Council of the City of Placentia pursuant to the provisions of California Government Code § 66016, et seq. In addition to any other fee(s) to be charged hereunder, any person, firm, partnership or corporation initiating or engaging in any work without the permit therefor as required hereunder shall pay, a penalty equal to 100% of the fee for the requisite permit if issued after such work commences, is initiated or engaged in by such person, firm, partnership or corporation.

**"Section 20.12.080 - Copy filed.**

"One (1) copy of the California Plumbing Code, 2016 Edition, based on the 2012 Uniform Plumbing Code, including all appendices thereto and including all amendments made herein is on file in the office of the Building Official pursuant to the requirements of California Health and Safety Code § 18942(e)(1) and is available for public inspection."

Section 7. A new Chapter 20.16 hereby is added to Title 20 of the Placentia Municipal Code to read, in words and figures, as follows:

**"Chapter 20.16**

**"California Electrical Code, 2016 Edition**

**"Sections:**

"20.16.010	<b>Title</b>
"20.16.020	<b>Purpose</b>
"20.16.030	<b>Adoption of Electrical Code</b>
"20.16.040	<b>Definition of Terms</b>
"20.16.050	<b>Amendments to Electrical Code</b>
"20.16.060	<b>Enforcement and Inspections</b>
"20.16.070	<b>Fees</b>
"20.16.080	<b>Copy filed</b>

**"Section 20.16.010 - Title.**

"This Chapter shall be known as the 'Placentia Electrical Code.'

**"Section 20.16.020 - Purpose.**

"The purpose of this Chapter is to prescribe regulations for construction, enlargement, alteration, repair, improving, removal, conversion, demolition, equipment use, electrical systems, materials and appurtenances and conditions hazardous to life or property in the occupancy of buildings and premises as herein provided.

**"Section 20.16.030 - Adoption of Electrical Code.**

"There hereby is adopted as the 'Placentia Electrical Code,' except as otherwise provided in this Chapter, that certain Code known and designated as the California Electrical Code, 2016 Edition, as set forth in Title 24, Part 3 of the California Code of Regulations, based on the 2011 National Electrical Code, including all appendices thereto and including all amendments made herein, and such Code shall be and become the Electrical Code of the City of Placentia, governing the construction, enlargement, alteration, repair, improving, removal, conversion, demolition, equipment use, electrical systems, materials and appurtenances and conditions hazardous to life or property in the occupancy of buildings and premises as herein provided.

"Whenever the California Code of Regulations and State Building Standards Code of Regulations differ from any provision of the Placentia Electrical Code, said State regulations shall prevail over the provisions of the Placentia Electrical Code except as specifically modified herein.

**"Section 20.16.040 - Definition of Terms.**

"Whenever any of the following names or terms are used in the California Electrical Code, each such name or term shall be deemed and construed to have the meaning ascribed to it in this section as follows:

"(A) 'Authority having jurisdiction' means the City of Placentia.

"(B) 'Building department' means the 'building and safety division' of the City.

"(C) 'Chief Electrical Inspector' means the chief building official of the City as appointed by the City Administrator of the City, or his or her designee.

"(D) 'City' means the City of Placentia.

"(E) 'Fire Code' means the Placentia Fire Code.

"(F) 'Fire code official' means the Director of Fire Services of the Orange County Fire Authority, or his or her designee.

"(G) 'Jurisdiction' means the City.

"(H) 'Local enforcing agency' means the City.

**"Section 20.16.050 - Amendments to Electrical Code.**

"The following provisions of the California Electrical Code hereby are amended to read, in words and figures, as follows:

"Section 80.10. Right of Entry.

"A. The building official shall have the authority to enter any building or premises for the purpose making an inspection to enforce the provisions of this code, or to investigate the existence in any building or upon any premises any conditions or violations(s) of this code, which make the building or premises unsafe, dangerous or hazardous in order to protect the public health, safety and welfare of the City. In addition, the building official is authorized to enter any building or premises in order to inspect the same for purposes of issuing any permit issued or required hereunder.

"B. Except in emergency situations, the building official shall not enter any building or premises without the consent of the owner or occupant thereof, unless he or she possesses a search warrant authorizing entry and search of said building or premises. No person shall hinder or prevent the building official while in the performance of the duties herein described as emergency situations or while in possession of a search warrant, from entering upon and into any and all premises under his or her jurisdiction, at all reasonable hours, for the purpose of inspecting the same to determine whether or not the provisions of this code and all other applicable laws or ordinances pertaining to the protection of persons or property are observed therein.

**"Section 20.12.060 - Enforcement and Inspections.**

"The Placentia Electrical Code, as set forth in this Chapter 20.12 shall be enforced by the building official or his or her designee.

**"Section 20.12.070 - Fees.**

"Notwithstanding any provision of the Placentia Electrical Code as hereby adopted, all fees for services provided pursuant to the Placentia Electrical Code shall approved by resolution therefor as adopted by the City Council of the City of Placentia pursuant to the provisions of California Government Code § 66016, et seq. In addition to any other fee(s) to be charged hereunder, any person, firm, partnership or corporation initiating or engaging in any work without the permit therefor as required hereunder shall pay a penalty equal to 100% of the fee for the requisite permit if issued after such work commences, is initiated or engaged in by such person, firm, partnership or corporation.

**"Section 20.12.080 - Copy filed.**

"One (1) copy of the California Electrical Code, 2016 Edition, as set forth in Title 24, Part 3 of the California Code of Regulations, based on the 2011 National Electrical, including all appendices thereto and including all amendments made herein is on file in the office of the Building Official pursuant to the requirements of California Health and Safety Code § 18942(e)(1) and is available for public inspection."

Section 8. A new Chapter 20.20 hereby is added to Title 20 of the Placentia Municipal Code to read, in words and figures, as follows:

**"Chapter 20.20**

**"California Mechanical Code, 2016 Edition**

**"Sections:**

"20.20.010	Title
"20.20.020	Purpose
"20.20.030	Adoption of Mechanical Code
"20.20.040	Definition of Terms
"20.20.050	Amendments to Mechanical Code
"20.20.060	Enforcement and Inspections
"20.20.070	Fees
"20.20.080	Copy filed

**"Section 20.20.010 - Title.**

"This Chapter shall be known as the 'Placentia Mechanical Code.'

**"Section 20.20.020 - Purpose.**

"The purpose of this Chapter is to prescribe regulations for construction, enlargement, alteration, repair, improving, removal, conversion, demolition, equipment use, mechanical systems, materials and appurtenances and conditions hazardous to life or property in the occupancy of buildings and premises as herein provided.

**"Section 20.20.030 - Adoption of Mechanical Code.**

"There hereby is adopted as the 'Placentia Mechanical Code,' except as otherwise provided in this Chapter, that certain Code known and designated as the California Mechanical Code, 2016 Edition, as set forth in Title 24, Part 4 of the California Code of Regulations, based on the 2012 Uniform Mechanical Code, including all appendices thereto and including all amendments made herein, and such Code shall be and become the Mechanical Code of the City of Placentia, governing the construction, enlargement, alteration, repair, improving, removal, conversion, demolition, equipment use, electrical systems, materials and appurtenances and conditions hazardous to life or property in the occupancy of buildings and premises as herein provided.

"Whenever the California Code of Regulations and State Building Standards Code of Regulations differ from any provision of the Placentia Mechanical Code, said State regulations shall prevail over the provisions of the Placentia Mechanical Code except as specifically modified herein.

**"Section 20.20.040 - Definition of Terms.**

"Whenever any of the following names or terms are used in the California Mechanical Code, each such name or term shall be deemed and construed to have the meaning ascribed to it in this section as follows:

"(A) 'Authority having jurisdiction' means the City of Placentia.

"(B) 'Building department' means the 'building and safety division' of the City.

"(C) 'Mechanical inspector' means the chief building

official of the City as appointed by the City Administrator of the City, or his or her designee.

"(D) 'City' means the City of Placentia.

"(E) 'Fire Code' means the Placentia Fire Code.

"(F) 'Fire code official' means the Director of Fire Services of the Orange County Fire Authority, or his or her designee.

"(G) 'Jurisdiction' means the City.

"(H) 'Local enforcing agency' means the City.

**"Section 20.20.050 - Amendments to Mechanical Code.**

"The following provisions of the California Mechanical Code hereby are amended to read, in words and figures, as follows:

"A new Section 1.8.3A. Right of Entry hereby is added to the California Mechanical Code to read, in words and figures, as follows:

"1. The building official shall have the authority to enter any building or premises for the purpose making an inspection to enforce the provisions of this code, or to investigate the existence in any building or upon any premises any conditions or violations(s) of this code, which make the building or premises unsafe, dangerous or hazardous in order to protect the public health, safety and welfare of the City. In addition, the building official is authorized to enter any building or premises in order to inspect the same for purposes of issuing any permit issued or required hereunder.

"2. Except in emergency situations, the building official shall not enter any building or premises without the consent of the owner or occupant thereof, unless he or she possesses a search warrant authorizing entry and search of said building or premises. No person shall hinder or prevent the building official while in the performance of the duties herein described as emergency situations or while in possession of a search warrant, from entering upon and into any and all premises under his or her jurisdiction, at all reasonable hours, for the purpose of inspecting the same to determine whether or not the provisions of this code and all other applicable laws or

ordinances pertaining to the protection of persons or property are observed therein.

**"Section 20.20.060 - Enforcement and Inspections.**

"The Placentia Mechanical Code, as set forth in this Chapter 20.20 shall be enforced by the building official or his or her designee.

**"Section 20.20.070 - Fees.**

"Notwithstanding any provision of the Placentia Mechanical Code as hereby adopted, all fees for services provided pursuant to the Placentia Mechanical Code shall approved by resolution therefor as adopted by the City Council of the City of Placentia pursuant to the provisions of California Government Code § 66016, et seq. In addition to any other fee(s) to be charged hereunder, any person, firm, partnership or corporation initiating or engaging in any work without the permit therefor as required hereunder shall pay a penalty equal to 100% of the fee for the requisite permit if issued after such work commences, is initiated or engaged in by such person, firm, partnership or corporation.

**"Section 20.20.080 - Copy filed.**

"One (1) copy of the California Mechanical Code, 2016 Edition, based on the 2012 Uniform Mechanical Code, including all appendices thereto and including all amendments made herein is on file in the office of the building official pursuant to the requirements of California Health and Safety Code § 18942(e)(1) and is available for public inspection."

Section 9. A new Chapter 20.56 hereby is added to Title 20 of the Placentia Municipal Code to read, in words and figures, as follows:

**"Chapter 20.56**

**"California Green Building Standards Code, 2016 Edition**

**"Sections:**

<b>"20.56.010</b>	<b>Title</b>
<b>"20.56.020</b>	<b>Purpose</b>
<b>"20.56.030</b>	<b>Adoption of Green Building Standards Code</b>
<b>"20.56.040</b>	<b>Definition of Terms</b>

"20.56.050	<b>Amendments to Green Building Standards Code</b>
"20.56.060	<b>Enforcement and Inspections</b>
"20.56.070	<b>Fees</b>
"20.56.080	<b>Copy filed</b>

**"Section 20.56.010 - Title.**

"This Chapter shall be known as the 'Placentia Green Building Standards Code.'

**"Section 20.56.020 - Purpose.**

"The purpose of this Chapter is to prescribe regulations for construction, enlargement, alteration, repair, improving, removal, conversion, demolition, equipment use, building systems, materials and appurtenances in order to optimize use of renewable resources and minimize effects on the environment.

**"Section 20.56.030 - Adoption of Green Building Standards Code.**

"There hereby is adopted as the 'Placentia Green Building Standards Code,' except as otherwise provided in this Chapter, that certain Code known and designated as the California Green Building Standards Code, 2016 Edition, as set forth in Title 24, Part 11 of the California Code of Regulations, including all appendices thereto and including all amendments made herein, and such Code shall be and become the Green Building Standards Code of the City of Placentia, governing the construction, enlargement, alteration, repair, improving, removal, conversion, demolition, equipment use, electrical systems, materials and appurtenances in order to optimize use of renewable resources and minimize effects on the environment.

"Whenever the California Code of Regulations and State Building Standards Code of Regulations differ from any provision of the Placentia Green Building Standards Code, said State regulations shall prevail over the provisions of the Placentia Green Building Standards Code except as specifically modified herein.

**"Section 20.56.040 - Definition of Terms.**

"Whenever any of the following names or terms are used in the California Green Building Standards Code, each such name or term shall be deemed and construed to have the meaning ascribed

to it in this section as follows:

"(A) 'Authority having jurisdiction' means the City of Placentia.

"(B) 'Building department' means the 'building and safety division' of the City.

"(C) 'Building Official' means the chief building official of the City as appointed by the City Administrator of the City, or his or her designee.

"(D) 'City' means the City of Placentia.

"(E) 'Fire Code' means the Placentia Fire Code.

"(F) 'Fire code official' means the Director of Fire Services of the Orange County Fire Authority, or his or her designee.

"(G) 'Jurisdiction' means the City.

"(H) 'Local enforcing agency' means the City.

**"Section 20.56.050 - Amendments to Green Building Standards Code.**

"The following provisions of the California Green Building Standards Code hereby are amended to read, in words and figures, as follows:

"A new § 101A. Right of Entry hereby is added to the California Green Building Standards Code to read, in words and figures, as follows:

"1. The building official shall have the authority to enter any building or premises for the purpose making an inspection to enforce the provisions of this code, or to investigate the existence in any building or upon any premises any conditions or violations(s) of this code, which make the building or premises unsafe, dangerous or hazardous in order to protect the public health, safety and welfare of the City. In addition, the building official is authorized to enter any building or premises in order to inspect the same for purposes of issuing any permit issued or required hereunder.

"2. Except in emergency situations, the building official shall not enter any building or premises without the consent of the owner or occupant thereof, unless he or she possesses a

search warrant authorizing entry and search of said building or premises. No person shall hinder or prevent the building official while in the performance of the duties herein described as emergency situations or while in possession of a search warrant, from entering upon and into any and all premises under his or her jurisdiction, at all reasonable hours, for the purpose of inspecting the same to determine whether or not the provisions of this code and all other applicable laws or ordinances pertaining to the protection of persons or property are observed therein.

"Section 202 of the California Green Building Standards Code hereby is amended to read, in words and figures, as follows:

"Sustainability. Consideration of present development and construction impacts on the community, the economy, and the environment without compromising the needs of the future.

"Section 4.304.1 of the California Green Building Standards Code hereby is amended to read, in words and figures, as follows:

"Irrigation controllers. Automatic irrigation system controllers for landscaping provided and installed at the time of final inspection and shall comply with the following:

"1. Controllers shall be weather- or soil moisture-based irrigation controllers that automatically adjust irrigation in response to changes in plants' needs as weather conditions change.

"2. Weather-based controllers without integral rain sensors or communication systems that account for local rainfall shall have a separate wired or wireless rain sensor which connects or communicates with the controller(s). Soil moisture-based controllers are not required to have rain sensor input.

**"Section 20.56.060 - Enforcement and Inspections.**

"The Placentia Green Building Standards Code, as set forth in this Chapter 20.56 shall be enforced by the building official or his or her designee.

**"Section 20.56.070 - Fees.**

"Notwithstanding any provision of the Placentia Green Building Standards Code as hereby adopted, all fees for services provided pursuant to the Placentia Green Building Standards Code shall be approved by resolution therefor as adopted by the City Council of the City of Placentia pursuant to the provisions of

California Government Code § 66016, et seq. In addition to any other fee(s) to be charged hereunder, any person, firm, partnership or corporation initiating or engaging in any work without the permit therefor as required hereunder shall pay a penalty equal to 100% of the fee for the requisite permit if issued after such work commences, is initiated or engaged in by such person, firm, partnership or corporation.

**"Section 20.56.080 - Copy filed.**

"One (1) copy of the California Green Building Standards Code, 2016 Edition, as set forth in Title 24, Part 11 of the California Code of Regulations, including all appendices thereto and including all amendments made herein is on file in the office of the building official pursuant to the requirements of California Health and Safety Code § 18942(e)(1) and is available for public inspection."

Section 10. Penalty for Violation.

It shall be unlawful for any person, firm, partnership or corporation to violate any provision or to fail to comply with any of the requirements of this Ordinance hereby adopted. Any person, firm, partnership or corporation violating any provision of this Ordinance or failing to comply with any of its requirements shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punished by a fine not exceeding One Thousand Dollars (\$1,000.00), or by imprisonment not exceeding six (6) months, or by both such fine and imprisonment. Each and every person, firm, partnership, or corporation shall be deemed guilty of a separate offense for each and every day or any portion thereof during which any violation of any of the provisions of this Ordinance is committed, continued or permitted by such person, firm, partnership or corporation, and shall be deemed punishable therefor as provided in this Ordinance.

**SECTION 8. Severability.**

The City Council declares that, should any provision, section, paragraph, sentence or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences and words of this Ordinance shall remain in full force



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: INTERIM CHIEF FINANCIAL OFFICER

DATE: DECEMBER 6, 2016

SUBJECT: **MEASURE M (M2) EXPENDITURE REPORT FOR FISCAL YEAR 2015-16**

FISCAL  
IMPACT: NONE

### **SUMMARY:**

On November 6, 1990, Orange County voters approved Measure M, which authorized the imposition of a one-half percent (1/2%) sales tax for a 20 year period effective April 1, 1991, to provide funding for regional and local transportation projects. On November 7, 2006, voters approved Measure M (M2). M2 is a 30-year, multi-billion dollar program extension of the original Measure M with a new slate of transportation projects and programs. The City of Placentia receives local M2 funds each year. Adoption of the resolution will approve and adopt the M2 Expenditure Report for submittal to the Orange County Transportation Authority (OCTA) as part of the M2 compliance.

### **RECOMMENDATION:**

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

1. Adopt Resolution No. R-2016-XX, A Resolution of the City Council of the City of Placentia, California, Concerning the Measure M2 Expenditure Report for the City of Placentia for the Fiscal Year ending June 30, 2016.

### **DISCUSSION:**

The expenditure report is a detailed financial report submitted by the City and used to track financial activity as it relates to M2 funds and other improvement funds. The report accounts for funds received, interest earned, and use of M2 and other funds. The report is used to validate eligible use of funds and must be submitted within six (6) months following the end of the City's fiscal year.

### **FISCAL IMPACT:**

There is no fiscal impact. The M2 Expenditure Report is a receive and file document that is a required component of M2 compliance and must be submitted in order to qualify for current and future M2 funding.

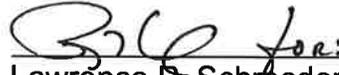
**1.d.**  
**December 6, 2016**

Prepared by:



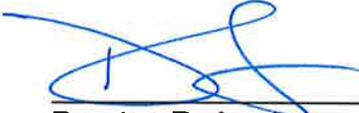
Rafaela T. King  
Interim Financial Services Manager

Reviewed and approved:



Lawrence P. Schroeder  
Interim Chief Financial Officer

Reviewed and approved:



Damien R. Arrula  
City Administrator

Attachment:

Resolution No. R-2016-XX

**RESOLUTION NO. R-2016-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF PLACENTIA, CALIFORNIA, CONCERNING  
THE MEASURE M2 EXPENDITURE REPORT FOR THE  
CITY OF PLACENTIA FOR THE FISCAL YEAR  
ENDING JUNE 30, 2016.**

WHEREAS, Local Transportation Authority Ordinance No. 3 requires local jurisdictions to adopt an annual Expenditure Report to account for Net Revenues, developer/traffic impact fees, and funds expended by local jurisdiction that satisfy the Maintenance of Effort requirements; and

WHEREAS, the Expenditure Report shall include all Net Revenue fund balances, interest earned and expenditures identified by type and program or project; and

WHEREAS, the Expenditure Report must be adopted and submitted to the Orange County Transportation Authority each year within six months of the end of the local jurisdiction's fiscal year to be eligible to receive Net Revenues as part of Measure M2.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF PLACENTIA, does hereby inform OCTA that:

a) The M2 Expenditure Report is in conformance with the M2 Expenditure Report Template provided in the Renewed Measure M Eligibility Guidelines and accounts for Net Revenues including interest earned, expenditures during the fiscal year and balances at the end of fiscal year (Exhibit "A").

b) The M2 Expenditure Report is hereby adopted by the City of Placentia.

c) The City of Placentia Chief Financial Officer is hereby authorized to sign and submit the Measure M2 Expenditure Report to OCTA for the fiscal year ending June 30, 2016.

**PASSED, APPROVED AND ADOPTED on the 6<sup>th</sup> day of December, 2016.**

\_\_\_\_\_  
JEREMY B. YAMAGUCHI, MAYOR

ATTEST:

\_\_\_\_\_  
PATRICK J. MELIA, CITY CLERK

STATE OF CALIFORNIA  
COUNTY OF ORANGE

I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 6<sup>th</sup> day of December, 2016 by the following vote:

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

\_\_\_\_\_  
PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CHRISTIAN BETTENHAUSEN, CITY ATTORNEY

**M2 Expenditure Report**  
**Fiscal Year Ended June 30, 2016**  
**Beginning and Ending Balances**

Description	Line No.	Amount
<b>Balances at Beginning of Fiscal Year</b>		
M2 Fair Share	1	\$ 656,454
M2 Fair Share Interest	2	\$ -
M2 CTFP	3	
M2 CTFP Interest	4	
Other M2 Funding	5	\$ -
Other M2 Interest	6	
Other*	7	
<b>Balances at Beginning of Fiscal Year (Sum Lines 1 to 7)</b>	8	\$ 656,454
Monies Made Available During Fiscal Year	9	\$ 616,130
<b>Total Monies Available (Sum Lines 8 &amp; 9)</b>	10	\$ 1,272,584
Expenditures During Fiscal Year	11	\$ 138,808
<b>Balances at End of Fiscal Year</b>		
M2 Fair Share	12	\$ 1,128,595
M2 Fair Share Interest	13	\$ 2,105
M2 CTFP	14	\$ -
M2 CTFP Interest	15	\$ -
Other M2 Funding	16	\$ 3,076
Other M2 Interest	17	\$ -
Other*	18	\$ -

\* Please provide a specific description

CTFP - Comprehensive Transportation Funding Programs

**M2 Expenditure Report**  
**Fiscal Year Ended June 30, 2016**  
**Sources and Uses**

Description	Line No.	Amount
<b>Revenues:</b>		
M2 Fair Share	1	\$ 502,208
M2 Fair Share Interest	2	\$ 2,105
M2 CTFP (Project O)	3	
M2 CTFP Interest	4	
Other M2 Funding**	5	\$ 111,817
Other M2 Interest	6	
Other*	7	
<b>TOTAL REVENUES (Sum lines 1 to 7)</b>	<b>8</b>	<b>\$ 616,130</b>
<b>Expenditures:</b>		
M2 Fair Share	9	\$ 30,067
M2 Fair Share Interest	10	\$ -
M2 CTFP (Project O)	11	
M2 CTFP Interest	12	
Other M2 Funding**	13	\$ 108,741
Other M2 Interest	14	
Other*	15	
<b>TOTAL EXPENDITURES (Sum lines 9 to 15)</b>	<b>16</b>	<b>\$ 138,808</b>
<b>TOTAL BALANCE (Subtract line 16 from 8)</b>	<b>17</b>	<b>\$ 477,322</b>

\* Please provide a specific description

\*\* Please provide breakdown of "Other M2 Funding". Other M2 Funding includes funding received and/or funds expended by Local Agencies from any other M2 program besides Project O (Regional Capacity Program) and Project Q (Local Fair Share Program).

Revenues				
Project Description	Project	Amount	Interest	Total
Freeway Environmental Mitigation	A-M	\$ -	\$ -	\$ -
Regional Traffic Signal Synchronization Program	P	\$ -	\$ -	\$ -
High Frequency Metrolink Service	R	\$ -	\$ -	\$ -
Transit Extensions to Metrolink	S	\$ -	\$ -	\$ -
Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	T	\$ -	\$ -	\$ -
Senior Mobility Program or Senior Non-Emergency Medical Program	U	\$ 51,816.90	\$ -	\$ 51,816.90
Community Based Transit/Circulators	V	\$ -	\$ -	\$ -
Safe Transit Stops	W	\$ -	\$ -	\$ -
Water Quality Program	X	\$ 60,000.00	\$ -	\$ 60,000.00
<b>Total</b>		<b>\$ 111,816.90</b>	<b>\$ -</b>	<b>\$ 111,816.90</b>

Expenditures				
Project Description	Project	Amount	Interest	Total
Freeway Environmental Mitigation	A-M	\$ -	\$ -	\$ -
Regional Traffic Signal Synchronization Program	P	\$ -	\$ -	\$ -
High Frequency Metrolink Service	R	\$ -	\$ -	\$ -
Transit Extensions to Metrolink	S	\$ -	\$ -	\$ -
Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	T	\$ -	\$ -	\$ -
Senior Mobility Program or Senior Non-Emergency Medical Program	U	\$ 48,740.85	\$ -	\$ 48,740.85
Community Based Transit/Circulators	V	\$ -	\$ -	\$ -
Safe Transit Stops	W	\$ -	\$ -	\$ -
Water Quality Program	X	\$ 60,000.00	\$ -	\$ 60,000.00
<b>Total</b>		<b>\$ 108,740.85</b>	<b>\$ -</b>	<b>\$ 108,740.85</b>

**M2 Expenditure Report**  
**Fiscal Year Ended June 30, 2016**  
**Streets and Roads Detailed Use of Funds**

Type of Expenditure	Line No.	*MOE	+ Developer / Impact Fees	M2 Fair Share	M2 Fair Share Interest	M2 CTFP	M2 CTFP Interest	Other M2	Other M2 Interest	Other	TOTAL
Administration (Indirect & Overhead)	1			\$ 23,770							\$ 23,770
<b>Construction &amp; Right-of-Way</b>											
New Street Construction	2										\$ -
Street Reconstruction	3										\$ -
Signals, Safety Devices, & Street Lights	4										\$ -
Pedestrian Ways & Bikepaths	5										\$ -
Storm Drains	6										\$ -
Storm Damage	7										\$ -
<b>Total Construction<sup>1</sup></b>	8	-	-	-	-	-	-	-	-	-	\$ -
Right of Way Acquisition	9										\$ -
<b>Total Construction &amp; Right-of-Way</b>	10	-	-	-	-	-	-	-	-	-	\$ -
<b>Maintenance</b>											
Patching	11										\$ -
Overlay & Sealing	12										\$ -
Street Lights & Traffic Signals	13	\$ 20,402									\$ 20,402
Storm Damage	14										\$ -
Other Street Purpose Maintenance	15	939,599		6,297							\$ 945,896
<b>Total Maintenance<sup>1</sup></b>	16	960,000	-	6,297	-	-	-	-	-	-	\$ 966,298
<b>Other</b>	17	34,922						108,741			\$ 143,663
<b>GRAND TOTALS (Sum Lines 1, 10, 16, 17)</b>	18	\$ 994,922	\$ -	\$ 30,067	\$ -	\$ -	\$ -	\$ 108,741	\$ -	\$ -	\$ 1,133,731

\* Local funds used to satisfy maintenance of effort (MOE) requirements  
 + Transportation related only  
<sup>1</sup> Includes direct charges for staff time



**M2 Expenditure Report**  
**Fiscal Year Ended June 30, 2016**

I certify that the interest earned on Net Revenues allocated pursuant to the Ordinance shall be expended only for those purposes for which the Net Revenues were allocated and all the information attached herein is true and accurate to the best of my knowledge:

Larry Schroeder  
Interim Chief Financial Officer (Print Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: ACTING DIRECTOR OF PUBLIC WORKS

DATE: DECEMBER 6, 2016

SUBJECT: **ACCEPTANCE OF GRANT DEED AGREEMENTS WITH THE ORANGE COUNTY TRANSPORTATION AUTHORITY FOR THE ORANGETHORPE AVENUE AND CHAPMAN AVENUE GRADE SEPARATION PROJECT**

FISCAL  
IMPACT: EXPENSE: NONE

### **SUMMARY:**

The Orange County Transportation Authority (OCTA) is the lead agency overseeing the acquisition of right-of-way, design and construction of five (5) grade separation projects in the City. Construction on the Orangethorpe Avenue and Chapman Avenue Grade Separation Project (the "Project") was completed in 2016. As part of the Cooperative Agreement with OCTA for this Project, OCTA acquired the necessary right-of-way and easements for the Project which will now be transferred to the City.

### **RECOMMENDATION:**

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

1. Accept the four (4) right-of-way grant deeds, one (1) footing easement deed, and one (1) wall easement deed for the Project; and
2. Authorize the Mayor to sign the Certificate of Acceptance for the grant deeds, and easement deeds on behalf of the City; and
3. Direct the City Clerk to endorse the grant deeds and public utility easement deeds which embodies the acceptance of said right-of-ways and easements, and cause the documents to be submitted to the Orange County Clerk Recorder for recording of the documents.

### **DISCUSSION:**

The City and OCTA entered into Cooperative Agreement C-9-0412 dated August 6, 2009 detailing each agency's responsibilities for the Project. Prior to construction, the City was required to provide right-of-way access for parcels necessary to construct the Project. The agreement provides for the construction of a railroad grade separation on the BNSF Orangethorpe Railroad Corridor at the Orangethorpe Avenue and Chapman Avenue overcrossing, and requires the City

**1.e.**  
**December 6, 2016**

to accept any necessary easements to maintain the grade separation. Construction of the Orangethorpe Avenue and Chapman Avenue railroad grade separation project is now complete and the constructed improvements within the City of Placentia have been accepted by the City. In accordance with the Cooperative Agreement, OCTA secured all right-of-way necessary for the construction of the Project and the City must now accept the conveyance of all of the properties acquired for the Project.

Attached are six (6) fully executed deeds for the property acquired on behalf of the City and by OCTA for the Project. The deeds are identified on the attached right-of-way requirements map and summarized as follows:

- OR-012-01 (APN 340-631-02) - Grant Deed for right-of-way
- OR-013-01 (APN 340-631-05) - Grant Deed for right-of-way
- OR-017-01 (APN 340-451-33) - Grant Deed for right-of-way
- OR-022-01 (APN 340-382-30) - Grant Deed for right-of-way
- OR-013-04 (APN 340-631-05) - Wall Easement Deed
- OR-014-01 (APN 340-571-19) - Footing Easement

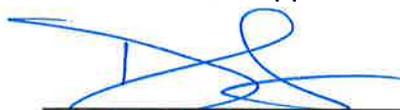
Prepared by:

  
\_\_\_\_\_  
Young Park  
Contract City Engineer

Reviewed and approved:

  
\_\_\_\_\_  
Luis Estevez  
Acting Director of Public Works

Reviewed and approved:

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

Attachments:

1. Four (4) Grant Deeds & Certificates of Acceptance
2. Two (2) Easement Deeds & Certificates of Acceptance

**NO FEE DOCUMENT**

Exempt per Government Code §6103 & §27383

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

City of Placentia  
401 East Chapman Avenue  
Placentia, CA 92870  
Attn: Engineering Division

The Above Space For Recorder's Use Only

Project Name: Orangethorpe Avenue Grade Separation Project  
Address: HOA common area, easterly along Chapman  
Avenue, between Haas Place and Orangethorpe Avenue,  
Placentia, CA  
APN: 340-631-02  
Project Parcel No.: OR-012-01

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTIONS 6103 AND 27383 OF THE CALIFORNIA GOVERNMENT CODE.

**GRANT DEED  
(FOR RIGHT OF WAY PURPOSES)**

**ORANGE COUNTY TRANSPORTATION AUTHORITY (OCTA), a Public Corporation** ("Grantor"), which acquired title in the Grant Deed, recorded October 6, 2011 in the Official Records of the Orange County Recorder as Instrument No. 2011000498704, hereby grants to **CITY OF PLACENTIA, a public body corporate and politic** ("Grantee"), for public roadway purposes, all that real property situated in the City of Placentia, County of Orange, State of California, described as follows:

See Exhibit "A", legal description, and Exhibit "B", plat to accompany legal description, attached hereto and made a part hereof.

Dated this 18<sup>th</sup> day of October 2016.

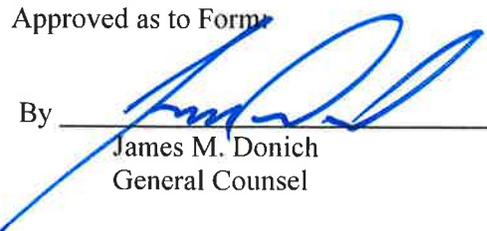
Orange County Transportation Authority (OCTA),  
a Public Corporation

By \_\_\_\_\_

  
Jim Beil,  
Executive Director, Capital Programs

Approved as to Form: \_\_\_\_\_

By \_\_\_\_\_

  
James M. Donich  
General Counsel

# ACKNOWLEDGMENT

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

State of California  
County of Orange )

On October 18, 2016 before me, Nadia Lu Faelnar, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature *Nadia Lu Faelnar* (Seal)

**CERTIFICATE OF ACCEPTANCE**

THIS IS TO CERTIFY that the interest in real property conveyed by the Grant Deed dated \_\_\_\_\_, 2016 from **ORANGE COUNTY TRANSPORTATION AUTHORITY (OCTA), a Public Corporation**, to the **City of Placentia, a public body corporate and politic**, is hereby accepted by the undersigned officer on behalf of the City of Placentia pursuant to the authority conferred by that Agreement of Conveyance of Property, adopted by motion of the Placentia City Council, and hereby consents to recordation thereof.

CITY OF PLACENTIA

BY: \_\_\_\_\_

DATED: \_\_\_\_\_

## LEGAL DESCRIPTION

APN 340-631-02

### OR-012-01 (Fee)

That portion of Lot 'A' of Tract No. 14027, in the City of Placentia, County of Orange, State of California, as shown on a map filed in book 735, pages 31 to 33, inclusive, of Miscellaneous Maps, records of Orange County, California, more particularly described as follows:

**BEGINNING** at the most southwest corner of said Lot 'A'; thence easterly along the southerly line of said Lot 'A' South  $82^{\circ}32'30''$  East 40.16 feet to a point on the easterly line of said Lot 'A', said point also being the beginning of a non-tangent curve concave southwesterly, having a radius of 1477.00 feet, a radial line to said curve bears North  $50^{\circ}17'00''$  East; thence northwesterly along the easterly line of said Lot 'A' and along said curve through a central angle of  $01^{\circ}27'42''$  a distance of 37.68 feet; thence North  $80^{\circ}25'09''$  West 43.30 feet to a point on the westerly line of said Lot 'A', said point also being the beginning of a non-tangent curve concave southwesterly having a radius of 1450.00 feet, a radial line to said curve bears North  $47^{\circ}29'47''$  East; thence southeasterly along said curve through a central angle of  $01^{\circ}37'22''$  a distance of 41.07 feet to the **POINT OF BEGINNING**.

Containing 1,063 square feet (0.02 acres).

**PLAT TO ACCOMPANY LEGAL DESCRIPTION**

CITY OF PLACENTIA  
COUNTY OF ORANGE  
STATE OF CALIFORNIA

**LEGEND**

-  PARCEL NO. OR-012-01 INDICATES AREA TO BE CONVEYED FOR PROPOSED PARTIAL FEE. AREA 1,063 SQ.FT. (0.02 ACRES)
-  STREET CENTERLINE
-  STREET RIGHT OF WAY
-  EXISTING EASEMENT

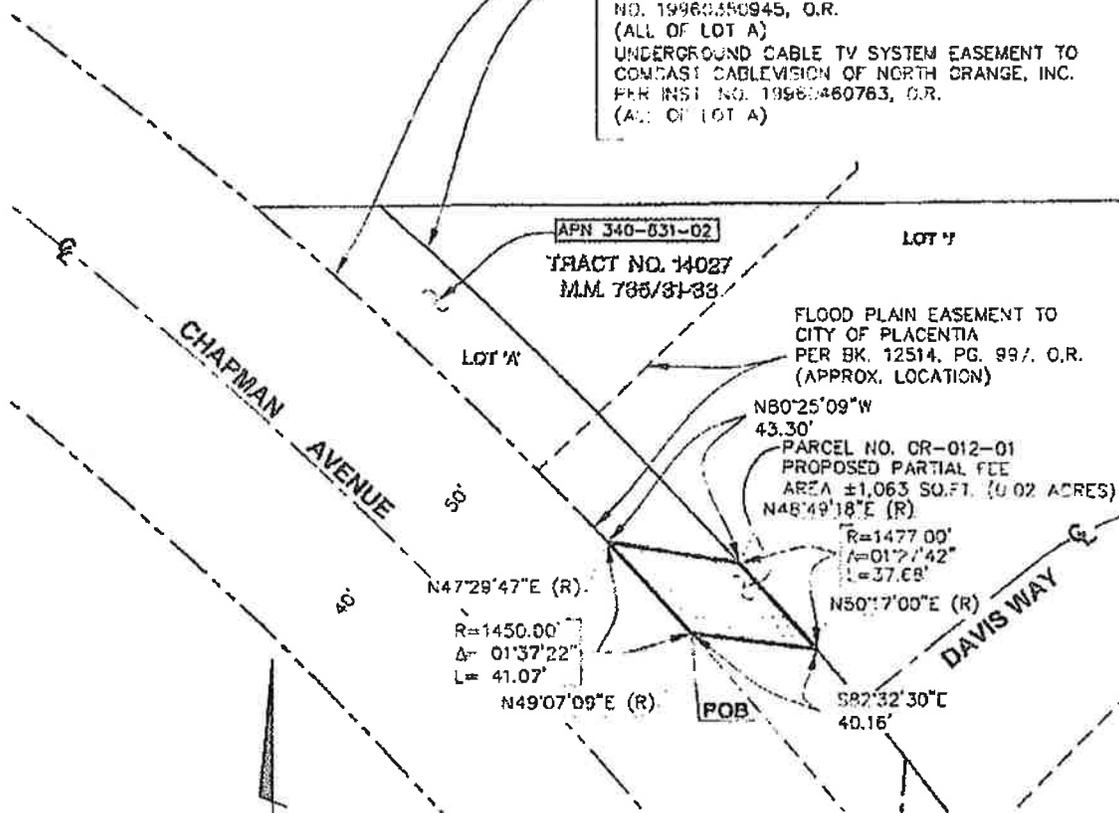
ENTRY GATE AREA, LANDSCAPE, MAIN ACCESS ROAD, OPEN SPACE AREAS, RECREATION AREA AND APPURTENANT RECREATIONAL FACILITIES PER INST. NO. 19970499736, O.R.

SIDEWALKS AND PUBLIC UTILITIES EASEMENT TO CITY OF PLACENTIA PER TR NO. 14027, M.B. 735/31-33 (ALL OF LOT A)

UNDERGROUND ELECTRICAL AND COMMUNICATION SYSTEMS EASEMENT TO SOUTHERN CALIFORNIA EDISON PER BK. 13274, PG. 1187 AND INST. NO. 1996031502, O.R. (ALL OF LOT A)

UNDERGROUND COMMUNICATIONS, INGRESS AND EGRESS EASEMENT TO PACIFIC BELL PER INST. NO. 19960350945, O.R. (ALL OF LOT A)

UNDERGROUND CABLE TV SYSTEM EASEMENT TO COMCAST CABLEVISION OF NORTH ORANGE, INC. PER INST. NO. 19960460763, O.R. (ALL OF LOT A)



APN 340-631-02  
TRACT NO. 14027  
M.M. 786/81-33

FLOOD PLAIN EASEMENT TO CITY OF PLACENTIA PER BK. 12514, PG. 997, O.R. (APPROX. LOCATION)

N80°25'09"W  
43.30'  
PARCEL NO. OR-012-01  
PROPOSED PARTIAL FEE  
AREA ±1,063 SQ.FT. (0.02 ACRES)  
N48°49'18"E (R)

N47°29'47"E (R)  
R=1450.00'  
Δ= 01°37'22"  
L= 41.07'

R=1477.00'  
Δ= 01°27'42"  
L= 37.68'

N50°17'00"E (R)  
S82°32'30"E  
40.16'

PLAT TO ACCOMPANY LEGAL DESCRIPTION  
APN: 340-631-02



BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. DIVIDE DISTANCES SHOWN BY 0.99999084 TO OBTAIN GROUND DISTANCES.

**EXHIBIT 'B'**

PARCEL NO. OR-012-01

**PSOMAS**  
3 Hutton Centre Drive, Suite 207  
Santa Ana, Ca 92707  
(714) 751-7373 www.psomas.com

SHEET 1 OF 1

SCALE: 1" = 50'

DRAFTED: NP6

CHECKED: KJL

DATE: 09/23/2010

JOB NO.: 2AEC010200

**NO FEE DOCUMENT**

Exempt per Government Code §6103 & §27383

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

City of Placentia  
401 East Chapman Avenue  
Placentia, CA 92870  
Attn: Engineering Division

The Above Space For Recorder's Use Only

Project Name: Orangethorpe Avenue Grade Separation Project  
Address: HOA common area, northerly along Orangethorpe  
Avenue between Chapman Avenue and Traub Lane.  
Placentia, CA  
APN: 340-631-05  
Project Parcel No.: OR-013-01

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTIONS 6103 AND 27383 OF THE CALIFORNIA GOVERNMENT CODE.

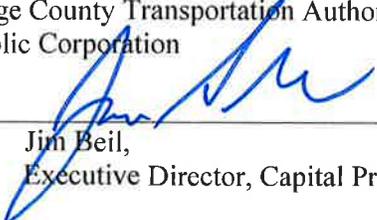
**GRANT DEED  
(FOR RIGHT OF WAY PURPOSES)**

**ORANGE COUNTY TRANSPORTATION AUTHORITY (OCTA), a Public Corporation** ("Grantor"), which acquired title in the Grant Deed, recorded October 6, 2011 in the Official Records of the Orange County Recorder as Instrument No. 2011000498705, hereby grants to **CITY OF PLACENTIA, a public body corporate and politic** ("Grantee"), for public roadway purposes, all that real property situated in the City of Placentia, County of Orange, State of California, described as follows:

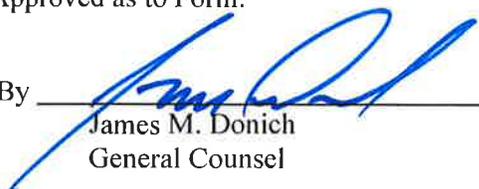
See Exhibit "A", legal description, and Exhibit "B", plat to accompany legal description, attached hereto and made a part hereof.

Dated this 18<sup>th</sup> day of October 2016.

Orange County Transportation Authority (OCTA),  
a Public Corporation

By   
Jim Beil,  
Executive Director, Capital Programs

Approved as to Form:

By   
James M. Donich  
General Counsel

## ACKNOWLEDGMENT

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

State of California  
County of Orange )

On October 18, 2016 before me, Nadia Lu Faelnar, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature *Nadia Lu Faelnar* (Seal)

**CERTIFICATE OF ACCEPTANCE**

THIS IS TO CERTIFY that the interest in real property conveyed by the Grant Deed dated \_\_\_\_\_, 2016 from **ORANGE COUNTY TRANSPORTATION AUTHORITY (OCTA), a Public Corporation**, to the **City of Placentia, a public body corporate and politic**, is hereby accepted by the undersigned officer on behalf of the City of Placentia pursuant to the authority conferred by that Agreement of Conveyance of Property, adopted by motion of the Placentia City Council, and hereby consents to recordation thereof.

CITY OF PLACENTIA

BY: \_\_\_\_\_

DATED: \_\_\_\_\_

**LEGAL DESCRIPTION**  
**APN 340-631-05**

**OR-013-01 (Fee)**

That portion of Lot 1 of Tract No. 14027, in the City of Placentia, County of Orange, State of California, as shown on a map filed in Book 735, Pages 31 to 33, inclusive, of Miscellaneous Maps, records of Orange County, California, more particularly described as follows:

**BEGINNING** at the most southeast corner of said Lot 1, also being the most southwest corner of Lot 'A' as shown on Tract Map No. 9644, in the City of Placentia, County of Orange, State of California, filed in Book 448, Pages 16 through 17, inclusive, of Miscellaneous Maps, in the Office of the County Recorder of said County; thence North  $15^{\circ}56'16''$  West 13.45 feet along the easterly line of said Lot 1 to the beginning of a non-tangent curve concave southerly having a radius of 2067.00 feet, a radial line to said curve bears North  $11^{\circ}00'44''$  East; thence northwesterly along said curve through a central angle of  $02^{\circ}09'36''$  a distance of 77.92 feet; thence North  $44^{\circ}19'01''$  West 21.58 feet; thence North  $85^{\circ}11'38''$  West 53.11 feet; thence North  $75^{\circ}18'33''$  West 31.00 feet; thence South  $54^{\circ}55'55''$  West 40.11 feet to the southerly line of said Lot 1; thence along said southerly line the following courses:

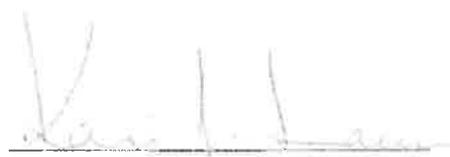
1. Beginning of a non-tangent curve concave southerly, having a radius of 2060.00 feet, a radial line to said curve bears North  $05^{\circ}23'50''$  East; thence easterly along said curve through a central angle of  $00^{\circ}03'42''$  a distance of 2.22 feet; thence
2. North  $58^{\circ}27'13''$  East 37.30 feet;
3. South  $77^{\circ}44'58''$  East 5.00 feet;
4. South  $67^{\circ}23'03''$  East 24.60 feet;
5. South  $82^{\circ}55'57''$  East 29.00 feet;

6. South 43°44'59" East 25.32 feet to the beginning of a non-tangent curve concave southerly having a radius of 2060.00 feet, a radial line to said curve bears North 08°25'11" East; thence continuing easterly along said southerly line through a central angle of 02°55'09" a distance of 104.96 feet to the **POINT OF BEGINNING**.

Containing 2,135 square feet (0.05 acres).

Bearing and distances shown hereon are based on the California Coordinate System of 1983, Zone 6. Divide distances shown by 0.99999084 to obtain ground distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.



Kari J. Launen

L.S. No. 5679

Expiration Date: 9/30/2011



Date



# PLAT TO ACCOMPANY LEGAL DESCRIPTION

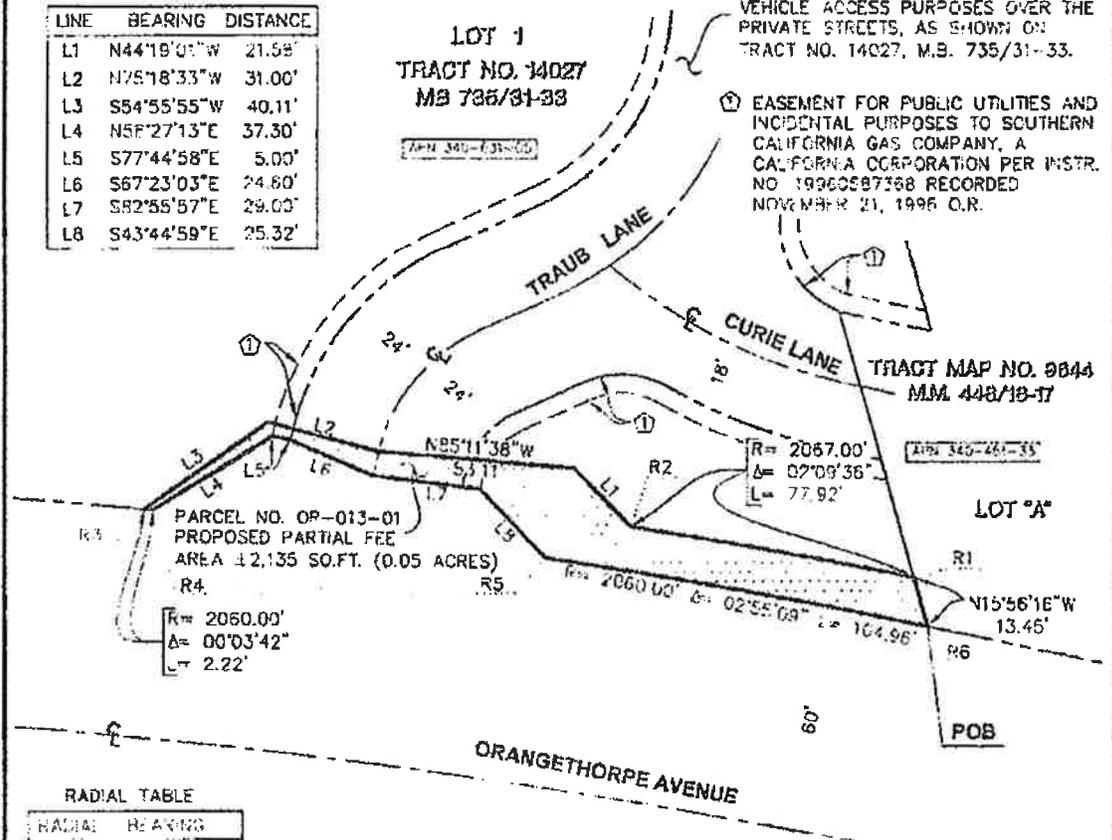
CITY OF PLACENTIA  
COUNTY OF ORANGE  
STATE OF CALIFORNIA

EASEMENT FOR PUBLIC UTILITIES AND PUBLIC SERVICE AND EMERGENCY VEHICLE ACCESS PURPOSES OVER THE PRIVATE STREETS, AS SHOWN ON TRACT NO. 14027, M.B. 735/31-33.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N44°19'01"W	21.58'
L2	N75°18'33"W	31.00'
L3	S54°55'55"W	40.11'
L4	N58°27'13"E	37.30'
L5	S77°44'58"E	5.00'
L6	S67°23'03"E	24.80'
L7	S82°55'57"E	29.00'
L8	S43°44'59"E	25.32'

LOT 1  
TRACT NO. 14027  
MB 735/31-33

EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES TO SOUTHERN CALIFORNIA GAS COMPANY, A CALIFORNIA CORPORATION PER INSTR. NO. 19960587368 RECORDED NOVEMBER 21, 1996 O.R.



PARCEL NO. OR-013-01  
PROPOSED PARTIAL FEE  
AREA ± 2,135 SQ.FT. (0.05 ACRES)  
R4.

TRACT MAP NO. 0844  
MM 448/18-17

LOT "A"

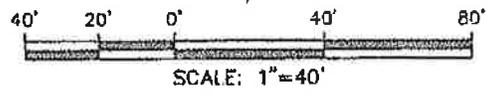
ORANGETHORPE AVENUE

RADIAL TABLE	
RADIAL	BEARING
R1	N11°00'44"E
R2	N08°51'08"E
R3	N05°23'50"E
R4	N05°27'32"E
R5	N08°25'11"E
R6	N11°20'20"E

### LEGEND

- INDICATES AREA TO BE CONVEYED IN FEE FOR RIGHT OF WAY PURPOSES AREA 2,135 SQ.FT. (0.05 ACRES)
- STREET CENTERLINE
- STREET RIGHT OF WAY
- EASEMENT
- (R) RADIAL BEARING
- POB POINT OF BEGINNING

PLAT TO ACCOMPANY LEGAL DESCRIPTION  
APN: 340-631-05



BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. DIVIDE DISTANCES SHOWN BY 0.99999084 TO OBTAIN GROUND DISTANCES.

<b>EXHIBIT 'B'</b> PARCEL NO. OR-013-01	SHEET 1 OF 1
	SCALE: 1" = 40'
<b>PSOMAS</b> 3 Huston Centre Drive, Suite 200 Santa Ana, Ca 92707 (714) 751-7373 www.psomas.com	DRAFTED: NPG
	CHECKED: KJL
	DATE: 09/19/2010
	JOB NO.: 2AECO10200

**NO FEE DOCUMENT**

Exempt per Government Code §6103 & §27383

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

City of Placentia  
401 East Chapman Avenue  
Placentia, CA 92870  
Attn: Engineering Division

The Above Space For Recorder's Use Only

Project Name: Orangethorpe Avenue Grade Separation  
Address: North of Crowther Avenue, between railroad right of  
way and single family residences, Placentia, CA  
APN: 340-382-30  
Project Parcel No.: OR-022-01

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTIONS 6103 AND 27383 OF THE CALIFORNIA GOVERNMENT CODE.

**GRANT DEED  
(FOR RIGHT OF WAY PURPOSES)**

**ORANGE COUNTY TRANSPORTATION AUTHORITY (OCTA), a Public Entity** ("Grantor"), which acquired title in the Grant Deed, recorded November 15, 2011 in the Official Records of the Orange County Recorder as Instrument No. 2011000579665, hereby grants to **CITY OF PLACENTIA, a public body corporate and politic** ("Grantee"), for public roadway purposes, all that real property situated in the City of Placentia, County of Orange, State of California, described as follows:

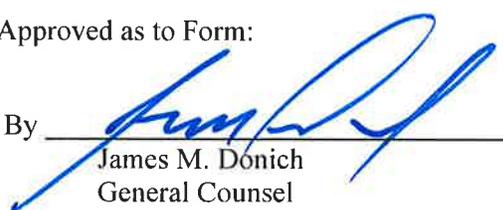
See Exhibit "A", legal description, and Exhibit "B", plat to accompany legal description, attached hereto and made a part hereof.

Dated this 18<sup>TH</sup> day of October 2016.

Orange County Transportation Authority (OCTA),  
a Public Entity

By   
Jim Beil,  
Executive Director, Capital Programs

Approved as to Form:

By   
James M. Donich  
General Counsel

# ACKNOWLEDGMENT

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

State of California  
County of Orange )

On October 18, 2016 before me, Nadia Lu Faelnar, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature *Nadia Lu Faelnar* (Seal)

**CERTIFICATE OF ACCEPTANCE**

THIS IS TO CERTIFY that the interest in real property conveyed by the Grant Deed dated \_\_\_\_\_, 2016 from **ORANGE COUNTY TRANSPORTATION AUTHORITY (OCTA), a Public Entity**, to the **City of Placentia, a public body corporate and politic**, is hereby accepted by the undersigned officer on behalf of the City of Placentia pursuant to the authority conferred by that Agreement of Conveyance of Property, adopted by motion of the Placentia City Council, and hereby consents to recordation thereof.

CITY OF PLACENTIA

BY: \_\_\_\_\_

DATED: \_\_\_\_\_

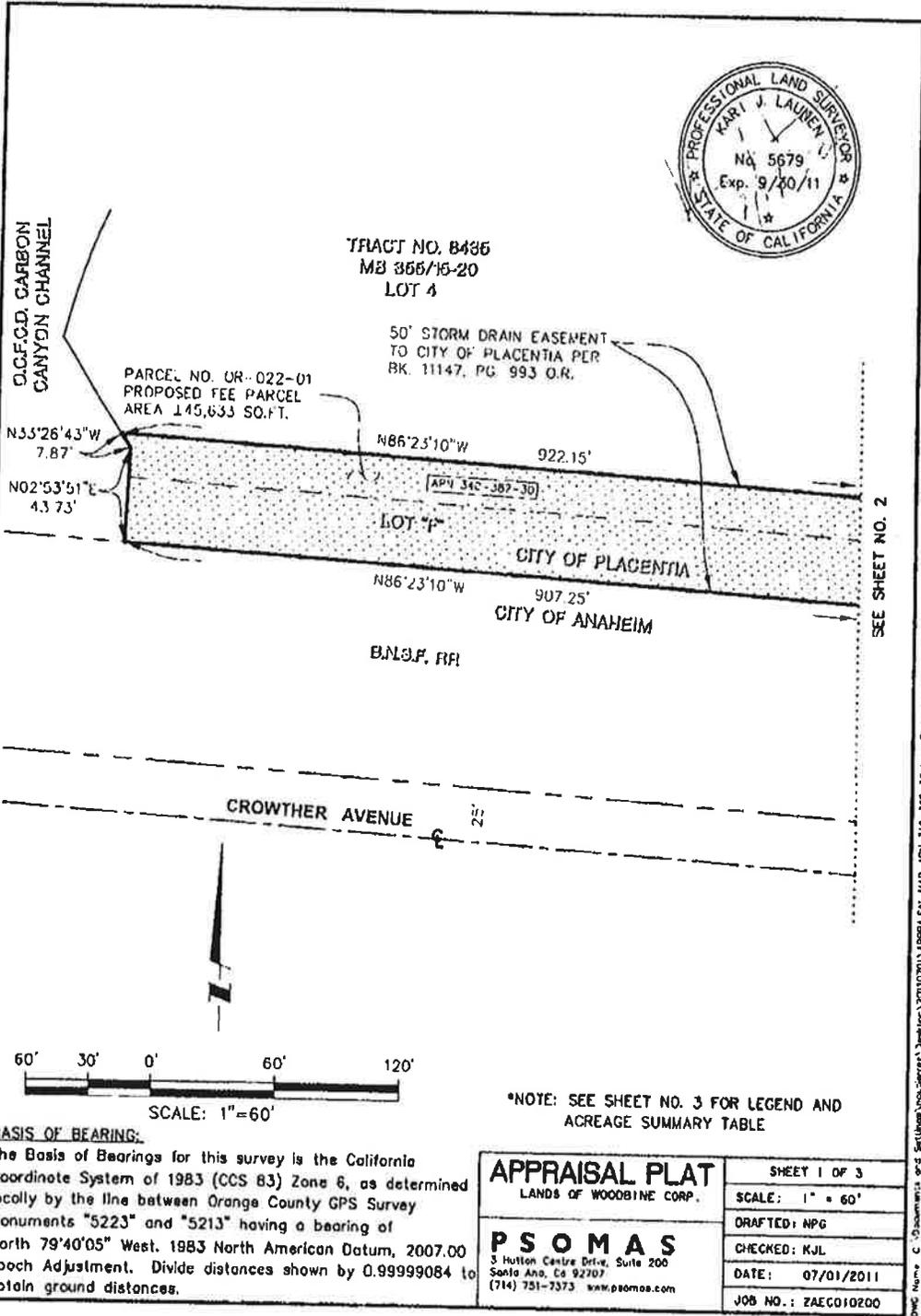
**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**APN: 340-382-30**

Lot F of Tract No. 8435, in the City of Placentia, County of Orange, State of California, as per map recorded in Book 355, Pages 15 to 20, inclusive, of Miscellaneous Maps, in the Office of the County Recorder of said County.

Except therefrom all petroleum, oil, gas, asphaltum and other hydrocarbon substances in and under said land, but without the right of surface entry above a depth of 500 feet measured vertically from the surface thereof, in deed recorded October 7, 1974, in Book 11259, Page 1369, Official Records.

**EXHIBIT "B"**  
**PLAT TO ACCOMPANY LEGAL DESCRIPTION**  
**340-382-30**



**BASIS OF BEARING:**  
 The Basis of Bearings for this survey is the California Coordinate System of 1983 (CCS 83) Zone 6, as determined locally by the line between Orange County GPS Survey Monuments "5223" and "5213" having a bearing of North 79°40'05" West, 1983 North American Datum, 2007.00 Epoch Adjustment. Divide distances shown by 0.99999084 to obtain ground distances.

<b>APPRAISAL PLAT</b> LANDS OF WOODBINE CORP.  <b>PSOMAS</b> 3 Huston Centre Drive, Suite 200 Santa Ana, Ca 92707 (714) 751-7573 www.psomas.com	SHEET 1 OF 3
	SCALE: 1" = 60'
	DRAFTED: NPG
	CHECKED: KJL
	DATE: 07/01/2011
JOB NO.: ZAE0010200	

C:\Documents and Settings\kjp\My Documents\Projects\20110701\APRA.SA.MAP\_APN\_340-382-30.dwg Printed by: rplheron on Jul 07, 2011 - 12:20:40



**NO FEE DOCUMENT**

Exempt per Government Code §6103 & §27383

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

City of Placentia  
401 East Chapman Avenue  
Placentia, CA 92870  
Attn: Engineering Division

The Above Space For Recorder's Use Only

Project Name: Orangethorpe Avenue Grade Separation  
Address: Northwest Corner of Orangethorpe Avenue and Rose  
Drive, Placentia, CA  
APN: 340-451-33  
Project Parcel No.: OR-017-01

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTIONS 6103 AND 27383 OF THE CALIFORNIA GOVERNMENT CODE.

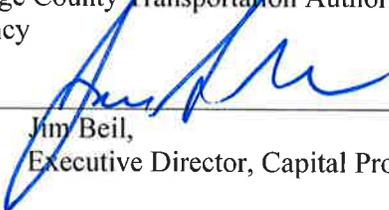
**GRANT DEED  
(FOR RIGHT OF WAY PURPOSES)**

**ORANGE COUNTY TRANSPORTATION AUTHORITY, a Public Agency** ("Grantor"), which acquired title in the Final Order of Condemnation, recorded November 13, 2013 in the Official Records of the Orange County Recorder as Instrument No. 2013000628003, hereby grants to **CITY OF PLACENTIA, a public body corporate and politic** ("Grantee"), all right, title and interest in and to that land in the City of Placentia, County of Orange, State of California, described as follows:

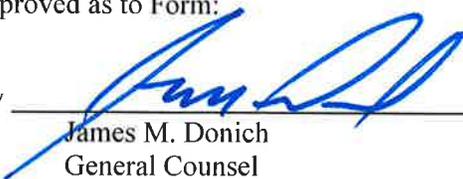
See Exhibit "A", legal description, and Exhibit "B", plat to accompany legal description, attached hereto and made a part hereof.

Dated this 18<sup>th</sup> day of October 2016.

Orange County Transportation Authority, a Public Agency

By   
Jim Beil,  
Executive Director, Capital Programs

Approved as to Form:

By   
James M. Donich  
General Counsel

## ACKNOWLEDGMENT

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

State of California  
County of Orange )

On October 18, 2016 before me, Nadia Lu Faelnar, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature *Nadia Lu Faelnar* (Seal)

**CERTIFICATE OF ACCEPTANCE**

THIS IS TO CERTIFY that the interest in real property conveyed by the Grant Deed dated \_\_\_\_\_, 2016 from **ORANGE COUNTY TRANSPORTATION AUTHORITY, a Public Agency**, to the **City of Placentia, a public body corporate and politic**, is hereby accepted by the undersigned officer on behalf of the City of Placentia pursuant to the authority conferred by that Agreement of Conveyance of Property, adopted by motion of the Placentia City Council, and hereby consents to recordation thereof.

CITY OF PLACENTIA

BY: \_\_\_\_\_

DATED: \_\_\_\_\_

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**APN 340-451-33**

**OR-017-01 (Fee)**

That portion of Lot 'A' of Tract Map No. 9644, in the City of Placentia, County of Orange, State of California, as shown on a map filed in Book 448, Pages 16 through 17, inclusive, of Miscellaneous Maps, in the Office of the County Recorder of said County, more particularly described as follows:

**BEGINNING** at the southwest corner of said Lot 'A'; thence northerly along the westerly line of said Lot "A" North 15°56'16" West 13.45 feet to the beginning of a non-tangent curve concave southwesterly, having a radius of 2067.00 feet, a radial line to said curve bears North 11°00'44" East; thence southeasterly along said curve through a central angle of 00°03'55" a distance of 2.35 feet to the beginning of a compound curve concave southwesterly, having a radius of 170.35 feet; thence southeasterly along said curve through a central angle of 15°58'25" a distance of 47.49 feet to the beginning of a non-tangent curve concave northeasterly, having a radius of 165.56 feet, a radial line to said curve bears South 26°36'15" West; thence southeasterly along said curve through a central angle of 15°05'53" a distance of 43.63 feet to a point on the southerly line of said Lot 'A'; thence northwesterly along said southerly line North 78°29'39" West 80.21 feet to the beginning of a curve concave southwesterly, having a radius of 2060.00 feet; thence northwesterly along said curve and said southerly line through a central angle of 00°10'00" a distance of 5.99 feet to the **POINT OF BEGINNING.**

Containing 539 square feet (0.01 acres).

Bearing and distances shown hereon are based on the California Coordinate System of 1983, Zone 6. Divide distances shown by 0.99999084 to obtain ground distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.



Kari J. Launen  
L.S. No. 5679

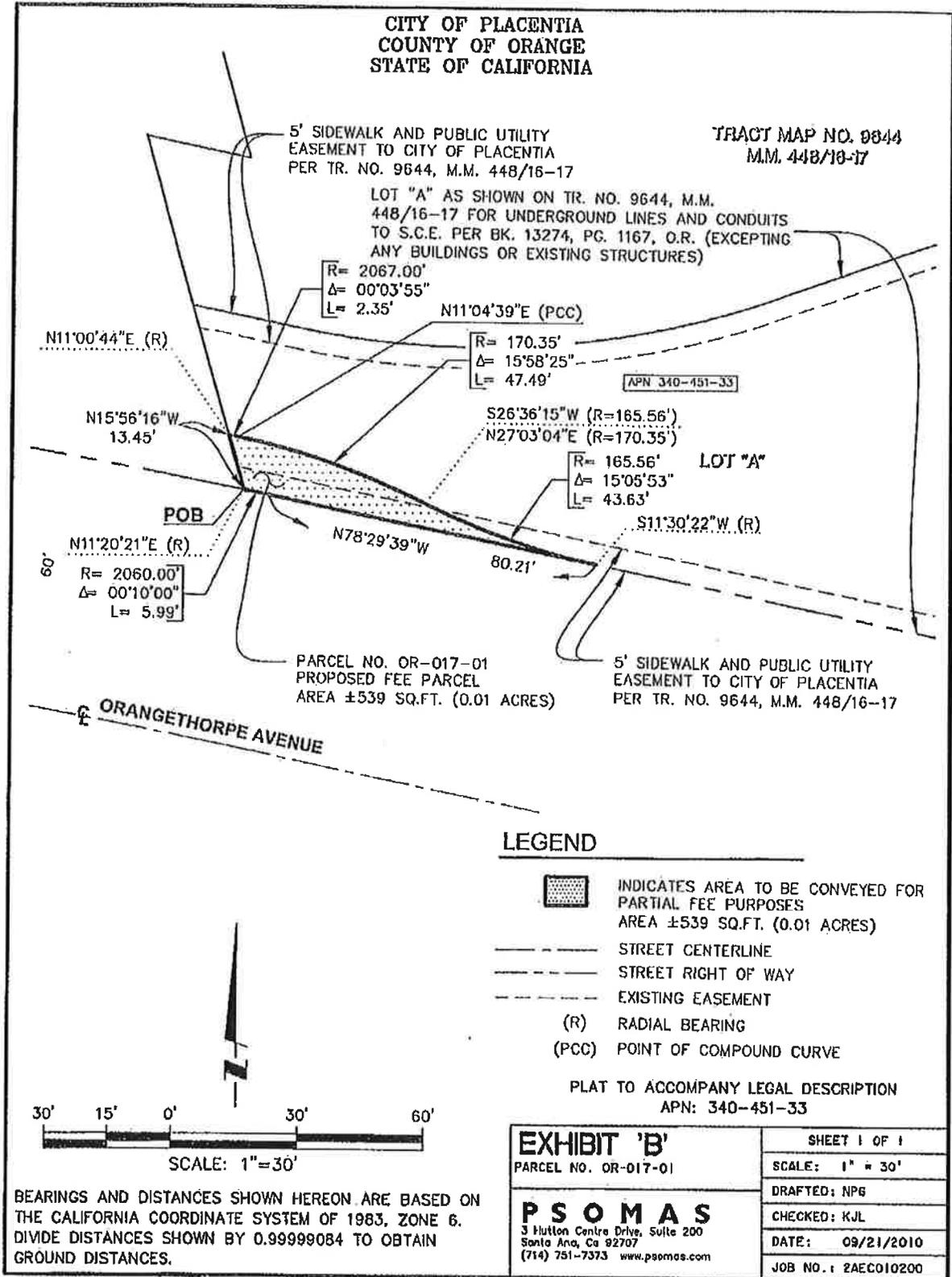
Expiration Date: 9/30/2011

SEPT 23 2010

Date



**EXHIBIT "B"**  
**PLAT TO ACCOMPANY LEGAL DESCRIPTION**



**NO FEE DOCUMENT**

Exempt per Government Code §6103 & §27383

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

City of Placentia  
401 East Chapman Avenue  
Placentia, CA 92870  
Attn: Engineering Division

The Above Space For Recorder's Use Only

Project Name: Orangethorpe Avenue Grade Separation  
Address: HOA common area, northerly along Orangethorpe  
Avenue between Chapman Avenue and Traub Lane,  
Placentia, CA  
APN: 340-631-05  
Project Parcel No.: OR-013-04

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX  
PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE.  
THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTIONS 6103 AND  
27383 OF THE CALIFORNIA GOVERNMENT CODE.

**WALL EASEMENT DEED**

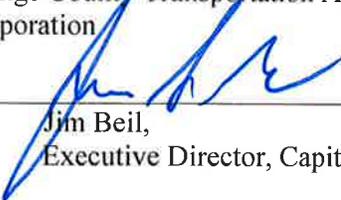
**ORANGE COUNTY TRANSPORTATION AUTHORITY, a Public Corporation** ("Grantor"), which  
acquired title in the Wall Easement Deed, recorded October 6, 2011 in the Official Records of the Orange  
County Recorder as Instrument No. 2011000498706, hereby grants to **CITY OF PLACENTIA, a public  
body corporate and politic** ("Grantee"), a permanent easement for **Wall purposes**, inclusive of  
construction, maintenance, repair and replacement of a retaining wall, and appurtenances thereto, above,  
over, across, and under all that real property situated in the **CITY OF PLACENTIA**, County of Orange,  
State of California, described as follows:

See Exhibit "A", legal description, and Exhibit "B", plat to accompany legal description, attached hereto  
and made a part hereof.

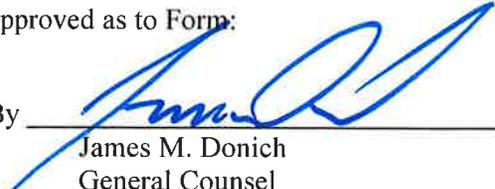
Grantee is expressly granted the right to convey, transfer or assign the easement rights described above to  
other public entities.

Executed this 18<sup>TH</sup> day of October 2016.

Orange County Transportation Authority, a Public  
Corporation

By   
Jim Beil,  
Executive Director, Capital Programs

Approved as to Form:

By   
James M. Donich  
General Counsel

**ACKNOWLEDGMENT**

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

State of California  
County of Orange )

On October 18, 2016 before me, Nadia Lu Faelnar, Notary Public  
(insert name and title of the officer)

personally appeared ----- James Gerard Beil -----  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~<sup>she</sup> executed the same in his/~~her~~<sup>her</sup> authorized capacity(ies), and that by his/~~her~~<sup>her</sup> signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature *Nadia Lu Faelnar* (Seal)

THIS IS TO CERTIFY that the interest in real property conveyed by the Wall Easement Deed dated \_\_\_\_\_, 2016 from **ORANGE COUNTY TRANSPORTATION AUTHORITY, a Public Corporation**, to the **City of Placentia, a public body corporate and politic**, is hereby accepted by the undersigned officer on behalf of the City of Placentia pursuant to the authority conferred by that Agreement of Conveyance of Property, adopted by motion of the Placentia City Council, and hereby consents to recordation thereof.

CITY OF PLACENTIA

BY: \_\_\_\_\_

DATED: \_\_\_\_\_

**LEGAL DESCRIPTION  
APN 340-631-05**

**OR-013-04 (Wall Easement)**

That portion of Lot 1 of Tract No. 14027, in the City of Placentia, County of Orange, State of California, as shown on a map filed in book 735, pages 31 to 33, inclusive, of Miscellaneous Maps, records of Orange County, California, more particularly described as follows:

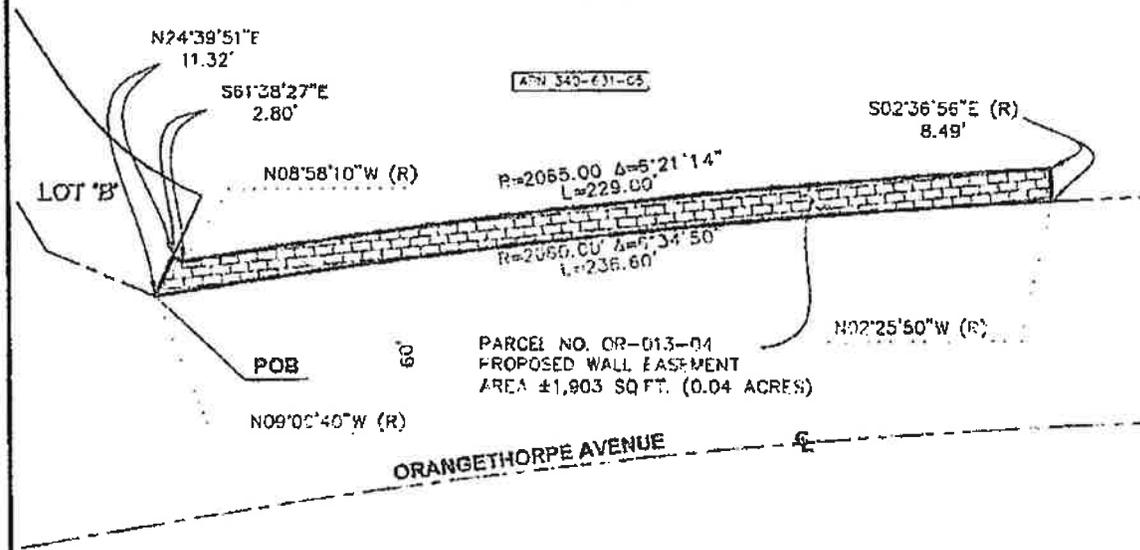
**BEGINNING** at the most southwest corner of said Lot 1; thence northerly along the southeasterly line of Lot 'B' of said Tract No. 14027 North 24°39'51" East 11.32 feet; thence South 61°38'27" East 2.80 feet to the beginning of a non-tangent curve concave southerly, having a radius of 2065.00 feet, a radial line to said curve bears North 08°58'10" West; thence northeasterly along said curve through a central angle of 06°21'14" a distance of 229.00 feet; thence South 02°36'56" East 8.49 feet to a point on the southerly line of said Lot 1, said point also being the beginning of a non-tangent curve concave southerly, having a radius of 2060.00 feet, a radial line to said curve bears North 02°25'50" West; thence southwesterly along said curve through a central angle of 06°34'50" a distance of 236.60 feet to the **POINT OF BEGINNING**.

Containing 1,903 square feet (0.04 acres).

**PLAT TO ACCOMPANY LEGAL DESCRIPTION**

CITY OF PLACENTIA  
 COUNTY OF ORANGE  
 STATE OF CALIFORNIA

TRACT NO. 14027  
 MB 785/31-33  
 LOT 1

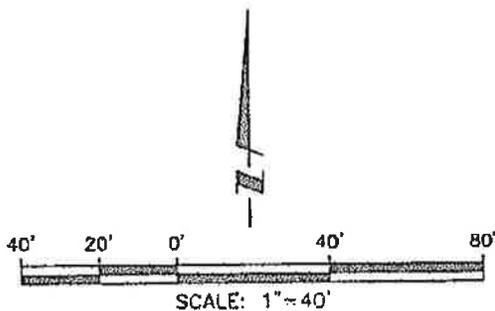


APN 340-631-05

PARCEL NO. OR-013-04  
 PROPOSED WALL EASEMENT  
 AREA ±1,903 SQ.FT. (0.04 ACRES)

**LEGEND**

-  INDICATES AREA TO BE CONVEYED FOR WALL EASEMENT PURPOSES  
 AREA 1,903 SQ.FT. (0.04 ACRES)
-  STREET CENTERLINE
-  STREET RIGHT OF WAY
-  EASEMENT
-  (R) RADIAL BEARING



BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. DIVIDE DISTANCES SHOWN BY 0.99999084 TO OBTAIN GROUND DISTANCES.

PLAT TO ACCOMPANY LEGAL DESCRIPTION  
 APN: 340-631-05

<b>EXHIBIT 'B'</b> PARCEL NO. OR-013-04	SHEET 1 OF 1
	SCALE: 1" = 40'
<b>PSOMAS</b> 3 Hutton Centre Drive, Suite 203 Santa Ana, Ca 92707 (714) 751-7373 www.psomas.com	DRAFTED: NPG
	CHECKED: KJL
	DATE: 09/19/2010
	JOB NO.: 2AEE010200

**NO FEE DOCUMENT**

Exempt per Government Code §6103 & §27383

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

City of Placentia  
401 East Chapman Avenue  
Placentia, CQA 92870  
Attn: City Clerk

The Above Space For Recorder's Use Only

Project Name: Orangethorpe Grade Separation Project

Address: N/A

APN: 340-571-19

Project Parcel No.: OR-014-01

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX  
PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE.

### FOOTING EASEMENT

**ORANGE COUNTY TRANSPORTATION AUTHORITY, a Public Agency** ("Grantor"), which acquired title in the Final Order of Condemnation, recorded May 9, 2013 in the Official Records of the Orange County Recorder as Instrument No. 2013000281436, hereby grants to **CITY OF PLACENTIA, a public body corporate and politic** ("Grantee"), a non-exclusive easement for footing purposes in the City of Anaheim, County of Orange, State of California, described as follows:

See Exhibit "A", legal description, and Exhibit "B", plat to accompany legal description, attached hereto and made a part hereof.

This footing easement allows the Grantee and its employees, agents, representatives and contractors the right to use the described property for the purpose of construction, maintenance, repair and replacement of a subsurface retaining wall footer, outside of regular roadway rights-of-way and includes the right of ingress and egress and appurtenances thereto, over, across, and under all that real property.

Underlying fee owner shall not construct any building improvements over the easement area, although the area could be used for access, parking, and landscaping.

Dated this 18<sup>TH</sup> day of October 2016.

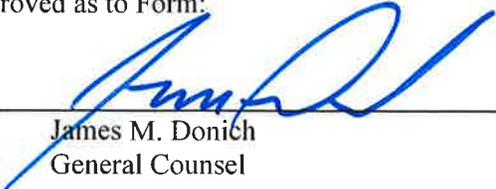
Orange County Transportation Authority, a Public Agency

By \_\_\_\_\_

  
Jim Beil,  
Executive Director, Capital Programs

Approved as to Form:

By \_\_\_\_\_

  
James M. Donich  
General Counsel

## ACKNOWLEDGMENT

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

State of California  
County of Orange )

On October 18, 2016 before me, Nadia Lu Faelnar, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature *Nadia Lu Faelnar* (Seal)

**CERTIFICATE OF ACCEPTANCE**

THIS IS TO CERTIFY that the interest in real property conveyed by the Grant Deed dated \_\_\_\_\_, 2016 from **ORANGE COUNTY TRANSPORTATION AUTHORITY (OCTA), a Public Agency**, to the **City of Placentia, a public body corporate and politic**, is hereby accepted by the undersigned officer on behalf of the City of Placentia pursuant to the authority conferred by that Agreement of Conveyance of Property, adopted by motion of the Placentia City Council, and hereby consents to recordation thereof.

CITY OF PLACENTIA

BY: \_\_\_\_\_

DATED: \_\_\_\_\_

## EXHIBIT 'A'

### LEGAL DESCRIPTION

APN 340-571-19

OR-014-01 (Footing Easement)

That portion of Lot 'B' of Tract No. 12862, in the City of Placentia, County of Orange, State of California, as shown on a map filed in Book 691, Pages 45 to 46, inclusive, of Miscellaneous Maps, records of Orange County, California, more particularly described as follows:

**BEGINNING** at the most southwest corner of said Lot 'B'; thence northerly along the westerly line of said Lot 'B' North 14°29'20" East 10.18 feet; thence South 86°23'10" East 75.99 feet; thence North 74°27'34" East 67.72 feet to a point on the easterly line of said Lot 'B', said point also being the beginning of a non-tangent curve concave northerly, having a radius of 50.00 feet a radial line to said curve bears South 04°24'29" West; thence easterly along said curve through a central angle of 19°54'32" a distance of 17.37 feet; thence continuing along said easterly line South 15°32'26" East 10.00 feet to a point on the southerly line of said Lot 'B'; thence southwesterly along said southerly line South 74°27'34" West 77.80 feet; thence continuing along said southerly line North 86°23'10" West 88.74 feet to the **POINT OF BEGINNING**.

Containing 1,846 square feet (0.04 acres).

Bearing and distances shown hereon are based on the California Coordinate System of 1983, Zone 6. Divide distances shown by 0.99999084 to obtain ground distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.



Kari J. Launen

L.S. No. 5679

Expiration Date: 9/30/2011

Oct. 29, 2010

Date



CITY OF PLACENTIA  
 COUNTY OF ORANGE  
 STATE OF CALIFORNIA

6' PUBLIC UTILITIES EASEMENT TO  
 CITY OF PLACENTIA  
 PER TR NO. 12862, M.M.  
 691/45-46 AND TO SO. CAL. GAS  
 CO. PER INST. NO. 94-0571455,  
 O.R. AND TO PACIFIC BELL PER  
 INST. NO. 94-0406053, O.R.

TRACT NO. 8436  
 MB 355/16-20

INGRESS & EGRESS TO O.C.F.C.D.  
 PER BK. 11153, PG. 1241, O.R. &  
 PER BK. 111348, PG. 501, O.R.

APN 340-571-03

LOT 8

APN 340-571-04

LOT 9

APN 340-571-05

LOT 10

TRACT NO. 12862  
 MB 801/45-46

APN 340-571-19

LOT 'B'

N14°29'20"E  
 10.18'

S86°23'10"E 75.99'

N74°27'34"E 67.72'

R= 50.00'  
 Δ= 19°54'32"  
 L= 17.37'

S15°30'03"E (R)

S15°32'26"E  
 10.00'

POB

N86°23'10"W

88.74'

STORM DRAIN PURPOSES EASEMENT  
 TO CITY OF PLACENTIA PER  
 BK. 11153, PG. 1245, O.R.

PUBLIC UTILITIES, PUBLIC SERVICE AND  
 EMERGENCY VEHICLE ACCESS PURPOSES  
 EASEMENT TO CITY OF PLACENTIA PER  
 TR NO. 12862, M.M. 691/45-46

PARCEL NO. OR-014-01  
 PROPOSED FOOTING EASEMENT  
 AREA ±1,846 SQ.FT. (0.04 ACRES)

ORANGETHORPE AVENUE

LEGEND



PARCEL NO. OR-014-01  
 INDICATES AREA TO BE CONVEYED  
 FOR FOOTING EASEMENT PURPOSES.  
 AREA ±1,846 SQ.FT. (0.04 ACRES)

POB POINT OF BEGINNING

(R) RADIAL BEARING

— STREET CENTERLINE

- - - STREET RIGHT OF WAY

- - - - - EXISTING EASEMENT



SCALE: 1" = 40'

PLAT TO ACCOMPANY LEGAL DESCRIPTION  
 APN: 340-571-19

EXHIBIT 'B'

PARCEL NO. OR-014-01

**PSOMAS**  
 3 Hutton Centre Drive, Suite 200  
 Santa Ana, Ca 92707  
 (714) 751-7373 www.psomas.com

SHEET 1 OF 1

SCALE: 1" = 40'

DRAFTED: NPG

CHECKED: KJL

DATE: 10/26/2010

JOB NO.: 2AEC010200

BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON  
 THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6.  
 DIVIDE DISTANCES SHOWN BY 0.99999084 TO OBTAIN  
 GROUND DISTANCES.

DWG Name: \\2AEC010200\SURVEY\LEGALS\EXHIBITS\X-LG-FE-APN 340-571-19 (OR-014-01)\_REV 1.dwg Plotted by: ngutierrez on Oct 26, 2010 - 10:36:38



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

FROM: CITY ADMINISTRATOR

DATE: DECEMBER 6, 2016

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT FOR REAL ESTATE ADVISORY SERVICES FOR 207-209 W. CROWTHER AVENUE**

**FISCAL**

IMPACT: EXPENSE: \$49,900  
REVENUE: \$35,000 ECONOMIC DEVELOPMENT PROFESSIONAL SERVICES  
\$14,900 GENERAL GOVERNMENT CONTINGENCY

**SUMMARY:**

In 2009, the City with the assistance of the former Redevelopment Agency purchased the property at 207-209 W. Crowther Avenue (the "Property"). The original intended purpose of the purchase was to create surface parking for the anticipated Metrolink Station. Since that time, the City has acquired land and secured funding from the Orange County Transportation Authority (OCTA) for the construction of a 253 space parking structure ("Structure"), which allows for the disposition and development of the Property. Sale proceeds of the property will be used to refund the City's commitment of General Fund dollars toward the construction of the Structure.

For several years the City has worked with various developers in an attempt to develop the Property. Each of these attempts has been unsuccessful. Moving forward, Staff is recommending that the City utilize a professional real estate advisory firm to assist in disposition and development of the Property. Staff prepared a request for qualifications (RFQ) to obtain qualifications from various real estate advisory firms to assist in the disposition and development of the Property. After conducting a comprehensive review of the RFQ proposals with the City Council Planning and Development Ad-Hoc Committee, real estate advisory firm Keyser Marston (KMA) is being recommended. This action approves a Professional Services Agreement with KMA for real estate advisory services and developer negotiations for the Property.

**RECOMMENDATION:**

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

1. Award a Professional Services Agreement to Keyser Marston for Real Estate Advisory Services for 207-209 W. Crowther Avenue in the amount of \$49,900; and
2. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

**1.f.**

**December 6, 2016**

**DISCUSSION:**

In 2009 the City with the assistance of the former Redevelopment Agency purchased the property at 207-209 W. Crowther Avenue (the "Property"). The original intended purpose of the purchase was to create surface parking for the anticipated Metrolink Station. Since that time, the City has acquired land and secured funding from the Orange County Transportation Authority (OCTA) for the construction of a 253 space parking structure ("Structure"), which allows for the disposition and development of the Property. Sale proceeds of the property will be used to refund the City's commitment of General Fund dollars toward the construction of the Structure.

For several years the City has worked with various developers in an attempt to develop the Property. Each of these attempts has been unsuccessful. Moving forward, Staff is recommending that the City utilize a professional real estate advisory firm to assist in disposition and development of the Property. Staff prepared a request for qualifications (RFQ) to obtain qualifications from various real estate advisory firms to assist in the disposition and development of the Property. After conducting a comprehensive review of the RFQ proposals with the City Council Planning and Development Ad-Hoc Committee, real estate advisory firm Keyser Marston is being recommended. This action approves a Professional Services Agreement with Keyser Marston for real estate advisory services and developer negotiations for the Property.

**Consultant Selection**

On June 28, 2016, the Economic Development Committee reviewed and provided input on the draft RFQ for Real Estate Advisory Services for 207-209 W. Crowther Avenue. In August 2016, City Staff released the RFQ. In addition to placing the RFQ on the City's website, nine (9) firms who have similar experience in municipal real estate advisory services were invited to submit their qualifications. The City received six qualified responses to the RFQ and below are the six (6) proposals:

<b>FIRM</b>	<b>TOTAL</b>
Kosmont Companies, Manhattan Beach	\$ 45,000
Keyser Marston Associates, Los Angeles	\$ 49,900
Sperry Van Ness/Vanguard, Fullerton	\$ 50,000
Sperry Commercial, Irvine	\$ 51,600
Carpenter/Robbins, San Ramon	\$ 79,500
CBRE & Urban Infill Properties, Newport Beach	\$200,000

An Evaluation Committee comprised of City staff and the City Council Planning and Development Ad-Hoc Committee was held on October 19, 2016. The City's Evaluation Committee evaluated all quotes received in accordance with the firms' technical experience in performing work of a closely similar nature; record of completing the work on schedule; strength and stability of the firm; strength, stability, experience, and quality of the final product completed with other agencies. The City evaluated the depth of firm's understanding of City requirements and overall quality of work plan; logic, clarity, and specificity of work plan and variances proposed for the work plan; and the utility of technical or procedural innovations.

After a comprehensive review, City Staff and the Planning and Ad-Hoc Committee determined that Keyser Marston (KMA) would be the best qualified firm to conduct this service. A reference check for KMA was completed and the agencies surveyed provided positive feedback concerning the quality of the work provided by KMA and its responsiveness to the agency's needs. Based on its experience, references and the low bid amount received, Staff recommends awarding a contract (Attachment 1) in the amount of \$49,900 to KMA for providing professional real estate advisory services to the City for the purpose of disposition and development of the Property. Should the City Council elect to award this contract, the City will begin to work with KMA to complete the following task as outlined in the contract's scope of work:

- Task 1: Review updated appraisal report for the City owned property at 207-209 W. Crowther Avenue (future area zoned for Transit Oriented Development) upon award of contract.
- Task 2: Develop a comprehensive Request for Proposals (RFP) for the sale of the City owned property at 207-209 W. Crowther Avenue in a form acceptable by the City.
- Task 3: Assist in the evaluation of the proposals and recommendation of a qualified developer. This includes scoring and verifying developer's experience in TOD areas, reviewing developer's credit worthiness, portfolio and funds necessary to purchase the property, and schedule of performance as it relates to the concurrent construction of the Metrolink Station and Parking Structure. Analyze various financial reports including but not limited to Pro forma analysis, development budget, cash flow analysis, and other economic analysis (e.g. fiscal impact reports, highest and best use, and tax analysis).
- Task 4: Assist in the real estate negotiations and in the development of an Exclusive Negotiation Agreement and/or a Purchase and Sale Agreement/Development Agreement in a form acceptable by the City.
- Task 5: Participate in up to five (5) in-person meetings with City Staff and four (4) City Council Closed Session meetings for Real Property Negotiations.
- Task 6: Other tasks which may be requested by the City.

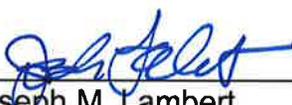
**FISCAL IMPACT:**

The proposed contract with professional services firm Keyser Marston Associates is in the amount of \$49,900. Funds in the amount of \$35,000 have been budgeted and are available under the FY 2016-17 Budget, Development Services-Economic Development Division and the remaining amount (\$14,900) is available under the FY 2016-17 Operating Budget, General Government account.

Prepared by:

  
\_\_\_\_\_  
Jeannette Ortega  
Economic Development Manager

Reviewed and approved:

  
\_\_\_\_\_  
Joseph M. Lambert  
Director of Development Services

Reviewed and approved:

  
\_\_\_\_\_  
Lawrence P. Schroeder  
Interim Chief Financial Officer

Reviewed and approved:

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

Attachments:

1. Agreement with Keyser Marston Associates
2. Keyser Marston Associates Proposal
3. Request for Quotes for Real Estate Advisory Services for 207-209 W. Crowther Avenue.

**CITY OF PLACENTIA  
PROFESSIONAL SERVICES AGREEMENT  
WITH KEYSER MARSTON**

THIS AGREEMENT is made and entered into this \_\_\_ day of December, 2016 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and KEYSER MARSTON ASSOCIATES, INC., a California corporation ("Consultant").

**WITNESSETH:**

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide real estate advisory 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 ("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 Forty-Nine Thousand Nine Hundred Dollars (\$49,900.00).

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 Project Schedule approved by City as set forth in Exhibit "A."

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 until December 6, 2017, 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.

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."
- (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:

Keyser Marston Associates, Inc.  
500 South Grand Avenue, Ste 1480  
Los Angeles, CA 90071  
Tel: (213) 622-8095

Attn: James Rabe

IF TO CITY:

City of Placentia  
401 E. Chapman  
Placentia, CA 92870  
Tel: (714) 993-8264

Attn: Damien R. Arrula

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, preliminary notes, working documents, 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, but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. 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, preliminary notes and working documents, 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

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

Date: \_\_\_\_\_

ATTEST:

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

CONSULTANT

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

\_\_\_\_\_  
Christain L. Bettenhausen, City Attorney

Date: \_\_\_\_\_

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Stephen D. Pischel, Risk Management

Date: \_\_\_\_\_

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Project Manager

Date: \_\_\_\_\_

DEPARTMENTAL APPROVAL

\_\_\_\_\_  
Name, Title

Date: \_\_\_\_\_

**EXHIBIT A**  
**CONSULTANT'S PROPOSAL**

**EXHIBIT B**  
**CERTIFICATES OF INSURANCE**



**KEYSER MARSTON ASSOCIATES**  
ADVISORS IN PUBLIC/PRIVATE REAL ESTATE DEVELOPMENT

September 19, 2016

**ADVISORS IN:**  
Real Estate  
Redevelopment  
Affordable Housing  
Economic Development

**SAN FRANCISCO**

A. Jerry Keyser  
Timothy C. Kelly  
Kate Earle Funk  
Debbie M. Kern  
Reed T. Kawahara  
David Doezema

**Jeannette Ortega**  
Economic Development Manager  
City of Placentia  
401 E. Chapman Avenue  
Placentia, California 92870

**Re: RFQ for Real Estate Advisory Services**

**LOS ANGELES**

Kathleen H. Head  
James A. Rabe  
Gregory D. Soo-Hoo  
Kevin E. Engstrom  
Julie L. Romey

**Dear Ms. Ortega:**

Keyser Marston Associates, Inc. (KMA) is pleased to submit its qualifications to provide real estate and economic advisory services to the City of Placentia (City) regarding the selection of a developer and disposition of property at 207 – 209 W. Crowther Avenue in the City. The 2.4 acre site is adjacent to a future Metrolink Station and Old Town Placentia and Packing House District. The site is a key part of the City's plan to redevelop and revitalize the area.

KMA has provided similar services to our public sector clients for over 40 years. KMA's Los Angeles office has significant experience with developer selection and disposition of TOD sites since the early days of Metro for both Metro and the cities where sites are located.

For this assignment the City is requesting experience and expertise in the following three major areas:

1. Preparation of Requests for Proposals (RFP);
2. Evaluation of developer submittals and developer selection; and
3. Transaction negotiations.

In order to perform in each of these areas, the consultant needs to have a strong background and demonstrated experience in real estate and economic analysis, transaction negotiations, and public and closed session presentations. Over the years

KMA has demonstrated its expertise and experience in all of these areas. The following five attachments present KMA's qualifications, experience, scope of work and budget:

1. Company Overview and Qualifications
2. References and Related Assignments
3. Key Personnel
4. Scope of Work and Schedule of Performance
5. Project Fee

James Rabe will serve as Principal-in-charge of this assignment. He is authorized to answer any questions regarding this proposal and is authorized to negotiate a contract. If Mr. Rabe is not available, Julie Romey, Senior Principal, will also be working on this assignment and she can answer questions and negotiate a contract. Their contact information is provided below:

James Rabe  
Senior Principal  
213-622-8095

[jrabe@keysermarston.com](mailto:jrabe@keysermarston.com)

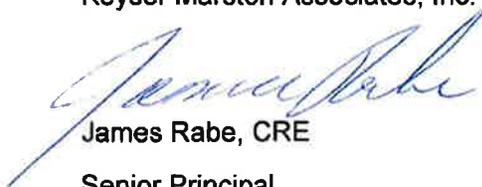
Julie Romey  
Senior Principal  
714-526-0444

[jromey@keysermarston.com](mailto:jromey@keysermarston.com)

We look forward to working with the City to select a developer for this key City site.

Sincerely,

Keyser Marston Associates, Inc.



James Rabe, CRE

Senior Principal

Attachments

**ATTACHMENT 1**  
**COMPANY OVERVIEW AND QUALIFICATIONS**

## COMPANY OVERVIEW

### Keyser Marston Associates, Inc.

Keyser Marston Associates, Inc. (KMA) is a full service real estate, financial, redevelopment and economic consulting firm specializing in real estate advisory and evaluation services, redevelopment, economic development, and financial analyses. KMA was founded in 1973 and has been serving public agencies and private clients for over 40 years. KMA is a privately held corporation whose shareholders are all principals of the firm. KMA has the largest real estate and redevelopment advisory practice on the West Coast. A list of KMA's clients is included below. The majority of KMA assignments involve long-standing client relationships with city and county governments, including many of California's largest cities. KMA's services fall within the following general areas:

- Real Estate
- Redevelopment
- Economic Development
- Affordable Housing
- Fiscal Impact
- Valuation & Litigation Support
- Infrastructure Finance

The increased complexities of redevelopment and public/private real estate transactions demand strong technical skills in real estate, economics, and public finance. The firm uniquely possesses this combination of skills. Some of the reasons include:

**Over 40 years' experience** assisting all levels of public sector clients throughout the State and the West in real estate market and evaluation services, developer selection and negotiation, structuring public financing of public/private transactions, affordable housing and economic development services.

**Our unique integration of real estate expertise, development practices, and a strong public finance background**, results in fiscal and economic analyses appropriate for redevelopment plan feasibility studies, implementation, fiscal consultant due diligence analysis, and affordable housing financial services.

**Commitment of principals who are recognized leaders in redevelopment** throughout California. The philosophy and structure of our firm allows clients to have maximum direct contact with principals.

The combined knowledge and expertise in these areas has resulted in KMA's ability to provide services, which not only comply with the current policies and practices pertaining to redevelopment and municipal governance, but also are based on a fundamental understanding of real estate markets, valuations and financing.

## **STATEMENT OF FIRM CAPABILITIES**

KMA provides a complete range of real estate services including market analyses, highest and best use studies, financial feasibility analyses, preparation of requests for qualifications and proposals, developer selection, and disposition negotiations including ground lease negotiations. Supporting technical analyses include economic development and fiscal impact analyses and the analyses of alternative occupancy options. Uniquely, KMA combines its real estate advisory services with a range of financial planning services, including tax increment projections and verification, fiscal consultant services, projection of public revenues, fiscal impact analyses and economic analyses of alternative land use options. This integration of disciplines allows extremely cost effective coordinated services for our clients.

The firm has extensive experience in the use of public financing as part of the development process. The majority of KMA assignments involve long-standing client relationships with city and county governments, including nearly all of California's largest communities. KMA's services fall within the following general areas:

- Real Estate Advisory Services
- Affordable Housing Policy and Implementation
- Economic Development and Business Improvement District
- Valuation and Litigation Support
- Fiscal Impact Analysis

A summary of KMA's qualifications focusing on the firm's directly relevant experience is included in this proposal, including a representative sample of the firm's experience assisting other public and private sector clients in providing the services requested.

## **ECONOMIC ANALYSIS**

KMA provides a full range of real estate services to its public sector clients. The use of market demand analyses and pro forma financial analyses to evaluate the financial feasibility of a wide range of projects is a strength of KMA. Financial feasibility analyses are typically geared toward providing KMA's public sector clients with a perspective on the private sector development economics for proposed projects. This is often a key factor in identifying the need for public assistance. Disposition consulting services cover a broad spectrum, in which KMA assists clients in the disposition of real estate holdings. KMA has also taken an active role in the negotiation process leading to Disposition and Development Agreements (DDA), Owner Participation Agreements (OPA) and ground lease. A description of real estate and economic development consulting services is included below.

## Real Estate Services

- **Feasibility Assessment** - KMA has undertaken real estate feasibility studies for clients ranging from institutional investors, private investors, not-for-profit organizations, to numerous public agencies. While the purpose of these studies varies considerably, the essence is to identify the basic demand for the use being tested, an essential component in the decision making process. The Los Angeles office has undertaken numerous commercial, retail and housing market opportunity assessments, and has assisted clients in the identification of immediate, mid and long-term redevelopment strategies. Such analysis has included numerous assignments in support of specific plan activities.
- **Financial Evaluation** - The use of pro forma financial analyses to evaluate the financial feasibility of a wide range of projects is a strength of KMA. These financial feasibility analyses are typically geared toward providing KMA's clients with a clear perspective on the private sector development economics for proposed projects. This is often a key factor in identifying the need for and extent of public assistance. Land uses within our expertise include hotel, office, all forms of retail, industrial, airport-related commercial, market rate and affordable housing, auto dealership, and sports and convention center uses, among others.
- **Disposition/Owner Participation Consulting** - This service covers a broad spectrum, in which KMA assists clients in the disposition of real estate holdings. These services include preparation of developer solicitation documents, developer selections and reviews including due diligence, participation in developer or owner negotiations, and analysis of pending agreements. KMA has taken an active role in the negotiation process leading to literally hundreds of DDA's and OPA's. Financial structuring has included the use of Mello Roos financing, parking revenue bonds, Certificates of Participation, Section 108 loans, BEDI and EDI Grants and loans, and developer advances. A particular expertise is the negotiation of ground leases between public and private sectors. Examples include the Hollywood Highland ground lease with the MTA, master development ground lease for 100 acres mixed-use development at the Great Park for Orange County, the parking District in Anaheim, the Sheraton Hotel at the Pasadena conference center, various ground leases at Marina del Rey on behalf of Los Angeles County, and numerous assignments for the City of Long Beach on the waterfront and at the Long Beach Airport.
- **Reuse Reports and Summary Reports** - KMA's real estate experience is used in the analysis and preparation of reuse and summary reports required under Health and Safety Code Section 33433 and additional new reporting requirements under AB 562 and SB 470.

- **Fiscal Impact Analysis** - As a full service land economics consulting firm specializing in real estate predevelopment and evaluation services, KMA has developed extensive experience in fiscal/economic impact analysis in the assessment of revenue and cost impacts to be generated by proposed developments or implementation of plans. The analyses evaluate both capital and annual on-going revenue and service cost impacts, as well as an evaluation of employment and income effects. Additionally, KMA has completed a number of assignments evaluating the financial consequences of public vs. private ownership of public facilities including assignments for Mission Viejo and the County of Los Angeles. KMA has provided site-specific revenue analyses for a number of significant projects including the Wilshire Grand project in Los Angeles the Americana at Brand in Glendale.

### **Economic Development Services**

- **Revitalization Strategies** - KMA has undertaken numerous revitalization studies for public clients. Based on sound and in-depth analysis of market conditions, KMA has developed strategies that emphasize implementation. The analyses of market conditions include demographic trends, employment patterns, commercial activities, and leakage of retail sales to neighboring communities. From these analyses, KMA formulates economic revitalization strategies through the development of a targeted industry retention and attraction program.
- **Tenant Identification and Recruitment** - Based upon an in-depth analysis of market potential and representation of existing tenants, KMA assists public agencies in formulating strategic tenant recruitment plans. Through the contacts KMA has established from our private sector clients, KMA can identify tenant interests and assess their potential fit in the market place.
- **Strategic Plans for Retail, Commercial and Industrial Uses** - KMA's economic development services include identifying optimal mix of retail, commercial and industrial uses. Our expertise in this area has been particularly suitable for defense and military base conversion projects. KMA's services have assisted public sector clients in formulating policies that maximize revenue potential.

### **HOUSING**

- **Market and Financial Analysis of Projects with Affordable Housing Component** - KMA prepares market and financial analyses that result in identifying an appropriate level of City participation in a project. We evaluate the impact of burdens and incentives on affordable housing programs and advise on all aspects of project financing, including the use of low income housing tax credits, CHFA, HUD, and Federal Home Loan Bank programs.

- **Prepare Nexus Studies for Housing Linkage Fees** - KMA is an expert in preparing nexus studies that establish development fees to fund the construction of affordable housing. Past KMA studies have aided major California jurisdictions with these programs. We participated in the precedent-setting Sacramento case reviewed by the U.S. Supreme Court. These experiences make KMA uniquely qualified to prepare and assist in defense of these programs. The firm currently is assisting a number of communities in the adoption and implementation of inclusionary housing programs.
- **Assess Developer Qualifications** - KMA has assisted cities in the evaluation and selection of developers for affordable housing projects. The evaluation typically includes a thorough review of the developer's track record, financial strength, management company, and development team.

## REPRESENTATIVE CLIENTS

### Southern California Clients

Agoura Hills	Manhattan Beach*
Alhambra	Maywood
Anaheim*	Mission Viejo*
Arcadia*	Monrovia*
Azusa	Montebello
Banning	Monterey Park*
Bell Gardens*	Moreno Valley*
Beverly Hills*	National City
Big Bear Lake	Newport Beach*
Brea*	Norco*
Buellton	Oakdale
Burbank*	Oceanside
Calabasas	Ontario
Calixco	Orange
Carlsbad	Oxnard*
Carpenteria	Palm Springs*
Cathedral City*	Palmdale
Cerritos	Paramount
Chino Hills	Pasadena*
Chula Vista*	Pico Rivera
Claremont	Pomona*
Colton	Poway*
Commerce*	Rancho Cucamonga
Corona	Rancho Mirage*
Costa Mesa*	Redlands*
Covina	Redondo Beach
Culver City*	Rialto
Cypress*	Riverside*
Downey	Rolling Hills Estates
Duarte	San Bernardino*
El Cajon	San Buenaventura*
El Centro	San Clemente
El Monte	San Diego
Encinitas	San Fernando*
Escondido	San Gabriel*
Fontana	San Juan Capistrano
Fullerton	San Marcos
Garden Grove*	Santa Ana*
Glendale*	Santa Clarita
Glendora	Santa Fe Springs*
Grover Beach	Santa Monica*
Hawthorne*	Santee
Huntington Beach*	Seal Beach
Huntington Park*	Signal Hill*
Imperial Beach	Simi Valley*
Indlan Wells*	South Gate
Indio*	South Pasadena*
Industry	Temecula
Inglewood*	Temple City
Irvine*	Thousand Oaks*
Irwindale	Torrance*
La Mesa	Tustin
La Mirada	Upland
La Palma	Vernon*
Laguna Beach	Victorville
Laguna Niguel	Visalia
Lawndale	Vista
Lemon Grove	West Covina*
Long Beach*	West Hollywood*
Los Alamitos	Westminster
Los Angeles*	Whittier*
Lynwood	Yorba Linda
Mammoth Lakes	Yucaipa

### Northern California Clients

Alameda	Pinole
Antioch	Placerville
Bakersfield	Pleasant Hill
Belmont	Redwood City
Benicia	Richmond
Brisbane	Roseville
Campbell	Sacramento
Capitola	Salinas
Citrus Heights	San Bruno
Clayton	San Carlos
Clovis*	San Francisco
Concord	San Jose*
Corte Madera	San Leandro
Cotati	San Mateo
Cupertino	San Pablo
Daly City	San Rafael
Danville	San Ramon
Davis	Sand City
East Palo Alto	Santa Clara
El Cerrito	Santa Cruz*
El Paso De Robles	Santa Rosa
Emeryville	South San Francisco
Eureka	South Lake Tahoe
Fairfield	Stockton
Foster City	Sunnyvale
Fremont	Tiburon
Fresno	Turlock
Half Moon Bay	Vallejo
Hayward	Walnut Creek
Hercules	Watsonville
Hollister	West Sacramento*
Lincoln	Windsor
Livermore	Woodland
Manteca	Yuba City
Marin City	Other Western
Marina	Cities
Martinez	Albuquerque, NM
Menlo Park	Boise, ID
Merced	Carson City, NV
Mill Valley	Las Vegas, NV
Millbrae	North Las Vegas, NV
Milpitas	Phoenix, AZ
Modesto	Portland, OR
Monterey	Provo, Utah
Morgan Hill	Reno, NV
Mountain View	Springfield, OR
Napa	Tigard, OR
Novato	Tualatin, OR
Oakland	Other U.S. Cities
Orinda	Austin, TX
Pacifica	Indianapolis, IN
Palo Alto	Richmond, VA
Petaluma	

Note: List includes Cities and Redevelopment Agencies  
 Note: "\*" Identifies Current Los Angeles Office Assignments

## REPRESENTATIVE CLIENTS (cont'd)

### Other Government Agencies

Clark County, Nevada	County of Santa Cruz
County of Alameda	County of Santa Clara
County of Contra Costa	Port of Long Beach*
County of Los Angeles*	Port of Los Angeles*
County of Marin	Port of Oakland
County of Napa	Port of Portland, OR
County of Orange	Port of Redwood City
County of Placer	Port of San Diego
County of Sacramento	Port of San Francisco
County of San Bernardino*	Port of Seattle, WA
County of San Diego	
Bay Area Rapid Transit District (BART)	
California Transportation Commission (Caltrans)	
Los Angeles County Metropolitan Transportation Authority*	
Metropolitan Transportation Commission	
North County Transit District (San Diego)	
Sacramento Regional Transit	
San Diego Metropolitan Transit Development Board	
Monterey County Housing Authority	
Nevada Housing Division	
San Diego Housing Commission	
San Jose Housing Department*	
Santa Clara County Housing Authority	
Santa Rosa Housing Authority	
Centre City Development Corporation, San Diego	
Las Vegas Centre City Development Corporation	
Long Beach Housing Corporation*	
Los Angeles County Community Development Commission*	
Peninsula Improvement Corporation (Naples, FL)	
Portland Development Commission	
Southeast Economic Development Corporation of San Diego*	
Capital Area Development Authority	
California Coastal Conservancy	
Fort Ord Reuse Authority	
California State University Fresno Association*	
Golden Gate National Park Association	
Long Beach Harbor Commission	
Pasadena Chamber of Commerce	
San Francisco Planning Department	
Sacramento Office of Parks & Recreation	
Sacramento Visitors and Convention Center	
San Diego State University Foundation	
San Jose International Airport	
San Mateo County Harbor District	
Santa Monica Pier Corporation	
South Coast Air Quality Management District	
State Of California Department of Transportation	
State Of California Office of Real Estate & Design	
U.S. Army Corps of Engineers	

Note \*\*\* Identifies Current Los Angeles Office Assignments

**ATTACHMENT 2**  
**REFERENCES AND RELATED ASSIGNMENTS**

The following provides examples of KMA's public client relationships, experience with solicitation, disposition, public private partnerships and general real estate and economic analyses. References are also included.

### **Metropolitan Transit Authority**

In support of the Metropolitan Transportation Authority (Metro), KMA provides asset evaluation and disposition services. Metro is seeking to facilitate development adjacent to their station sites utilizing surplus station property and adjacent Metro properties in conjunction with privately owned property. In support of this objective, KMA evaluated the development potential of station sites along the Red, Purple, Blue, Gold and Expo lines to determine appropriate uses and when development might be feasible. With this goal in mind, KMA prepared highest and best use analyses for these sites that take into account the surrounding land uses, existing entitlements, public concerns and desires as expressed through the council office in addition to market realities.

In addition, KMA assists Metro's transit oriented development program in the following areas:

- Request for Qualifications and Request for Proposals
- Review and evaluation of developer proposals
- Review and evaluation of developer qualifications
- Evaluation of proposed land uses
- Negotiation of ground lease or sale disposition terms

Property disposition and negotiation assignments include:

- Grand Central Market
- Wilshire & Western
- Hollywood & Highland
- First & Santa Fe (One Santa Fe)
- Hollywood & Western

Mr. Calvin Hollis  
Senior Executive Officer  
Countywide Planning and Development  
Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza  
Los Angeles, California 90012-2952  
213-922-7319  
Email: HollisC@metro.net

## **City of Anaheim – Entertainment, Housing and Commercial Projects**

KMA has represented the City as an economic consultant for a wide variety of projects including hotel and retail development, as well as affordable housing projects and strategies since the late 1970s.

KMA provides ongoing assistance to the City on a variety of real estate projects ranging from theme parks and one-of-a-kind entertainment venues to industrial, commercial, hotel and residential projects. KMA provides a multitude of real estate services to the City, including market evaluation and financial feasibility analyses for a variety of land uses. A small sample of disposition and negotiation of transactions for: the Gardenwalk Entertainment and Hotel Project, the Anaheim Doubletree Hotel, the Packing House Redevelopment and Residential Project, CIM's downtown mixed-use project and multiple residential projects in Downtown Anaheim.

For these projects, KMA reviewed the projected development costs, operating costs, evaluated the operating parameters and assisted the City throughout the negotiation process for the subject properties. KMA acted as the principal real estate advisor to City of Anaheim, helping to structure public-private partnerships which included providing assistance to the projects.

Mr. John Woodhead  
Director  
Community Development Department  
City of Anaheim  
201 South Anaheim Boulevard, 10th Floor  
Anaheim, California 92805  
714-765-1301  
Email: JWoodhead@anaheim.net

## **County of Orange – Chief Executive Office – Real Estate**

KMA provides ongoing assistance to Orange County on a variety of real estate topics and projects ranging from lease versus buy versus build for County-used space, market, financial and feasibility analyses, property disposition, developer selection and negotiation for long term ground leases. KMA assisted the County in the structuring and negotiation of the disposition and ground lease agreements for the entitlement and development of 100 acres at the Great Park. KMA helped structure and negotiate an innovative entitlement agreement for entitling approximately 3,500 acres of County owned land in the City of Highland.

KMA has worked with the County to evaluate the redevelopment and repositioning potential of Dana Point Harbor to determine a cost effective way to implement the

redevelopment. KMA is currently involved in the solicitation, developer selection and disposition process for Dana Point Harbor and a property at Prado Dam.

Scott Mayer  
Chief Real Estate Officer  
Chief Executive Office – Real Estate  
County of Orange  
Hall of Administration  
333 West Santa Ana Boulevard, 3<sup>rd</sup> Floor  
Santa Ana, California 92701  
714-834-3046  
Email: [Scott.Mayer@ocgov.com](mailto:Scott.Mayer@ocgov.com)

**ATTACHMENT 3  
KEY PERSONNEL**

## **Key Personnel**

James Rabe will serve as Principal-in-Charge and Project Manager. He will oversee all aspects of the project. He will also review the Developer financial statements and lead developer selection and negotiations for KMA. Julie Romey will lead in the preparation of the RFP. Tim Bretz will check references and support the selection and evaluation process. Financial reports may be reviewed by Mr. Rabe, Ms. Romey or Mr. Bretz depending on the report. Their resumes are on the following pages. KMA will not be utilizing any outside consultants.

## **James A. Rabe**



Mr. Rabe is a Senior Principal in Keyser Marston's Los Angeles office. For more than 30 years he has provided public and private clients with real estate and financial expertise.

### **Key Role**

Mr. Rabe assists clients in public/private real estate and economic development activities from Keyser Marston's Los Angeles office. He provides public and private sector clients with services in the following areas: public finance, specific plan feasibility, fiscal impact, financial modeling, developer selection, asset management, ground leasing and deal structuring and transaction negotiation.

### **Public/Private Development Specialist**

Recognized as an expert in real estate advisory services, Mr. Rabe specializes in public/private transactions. Examples include the acquisition of Los Angeles Union Station, Harmony planned development, Packing District, Grand Avenue project, Marina del Rey redevelopment, the revitalization of downtown Anaheim and numerous transit-oriented joint development projects. He has assisted public and private clients in the analysis and implementation of residential, commercial, industrial, office, hotel, and mixed-use projects, and master plan developments in California, Arizona and Nevada.

### **Additional Areas of Specialization**

Mr. Rabe has consulted in all areas of the disposition process for redevelopment projects and surplus properties for public agencies, including project planning, Requests for Proposals and Qualifications, and developer selection. He has worked with planning consultants to develop feasible specific plans. He has also served as financial advisor, special tax consultant and developer's advisor for bond issues in California.

### **Professional Credentials**

Mr. Rabe is a member of the Counselors of Real Estate (CRE). He is a past board member of the California Association for Local Economic Development (CALED), a member of the California Redevelopment Association, the Urban Land Institute (ULI) and the Downtown Los Angeles Breakfast Club. He served as President of the Verdugo Hills Boy Scout Council and as a Resource Professional and Professional Advisory Panel member for ULI, CRE, CALED and the California Redevelopment Association. Mr. Rabe is a lecturer at the University of Southern California, School of Planning and Policy Development. Mr. Rabe has also served as a guest lecturer at the University of California, Los Angeles School of Architecture and Urban Planning.

Mr. Rabe earned his master of arts in economics from the University of Southern California, and his bachelor of arts in economics from the University of California, San Diego.

## **Julie Romey**



Ms. Romey is a Senior Principal in the Los Angeles office of Keyser Marston. Since rejoining the firm in 2000, Ms. Romey has provided public and private clients with real estate economic analysis, and with expertise in market rate and affordable housing in California.

### **Key Role**

For more than 20 years, Ms. Romey has analyzed real estate projects on a market and site-specific level. Before joining Keyser Marston's San Diego office in 1994, Ms. Romey worked for Grubb & Ellis Commercial Real Estate and Foodmaker, Inc., both in San Diego. During Ms. Romey's three year tenure in San Diego, she worked on the Naval Training Center base closure assignment and affordable housing projects in downtown San Diego. After completing graduate school in 1999, Ms. Romey return to Southern California to work for Ernst & Young's Real Estate Consulting Group where she provided financial analysis for corporate real estate clients.

In Keyser Marston's Los Angeles office, Ms. Romey has had a role in structuring development agreements for mixed-use and affordable residential projects in Anaheim, Brea, Fullerton, Los Angeles, Long Beach, Pasadena, Carson, Buena Park, Huntington Beach, Burbank, Hollywood, Simi Valley, Rialto and Signal Hill. She has also assisted redevelopment/successor agencies and cities with developing affordable housing strategies.

### **Specific Areas of Expertise**

#### **Affordable Housing Transactions**

Throughout her career, Ms. Romey has been involved in analyzing residential projects with affordability components. These projects are typically submitted for analysis as unsolicited developer proposals or as a response to an RFQ/RFP issued by a city. A majority of the projects Ms. Romey has been involved with utilize the federal low income housing tax credit program. Other funding sources Ms. Romey has experience with are HOME funds, low income housing set-aside funds, HUD 202 and 811 funds as well as various State of California housing programs.

#### **Long Range Property Management Plans**

Since the dissolution of redevelopment in California, Ms. Romey has assisted various Successor Agencies, such as Inglewood, Duarte, and Huntington Beach, with writing and completing their LRPMP. This includes summarizing the properties owned by the Successor Agency, determining what disposition category to place each property, writing the LRPMP and providing the reasoning for the Successor Agency's proposed plan, and dealing with Department of Finance questions and attending Oversight Board meetings.

#### **Affordable Housing Strategies / Programs**

Ms. Romey has determined whether cities' housing programs are in compliance with California redevelopment law requirements as well as SB 341. This includes researching historical uses of low income housing set-aside funds and completed projects as well as projecting future uses of such funds. Ms. Romey has also written the Housing Section of Implementation Plans and has drafted a template for the report required by SB 341. In addition, she has assisted a variety of cities with passing inclusionary housing ordinances and to establish the maximum allowable inclusionary housing in-lieu fees. Ms. Romey has also assisted cities in developing workforce housing programs and to determine whether a land trust model is appropriate. In addition, she has assisted the Cities of Anaheim, Fullerton, Huntington Beach and Claremont with the ongoing monitoring of their affordable housing project.

#### **New Markets Tax Credit Program**

In 2005, Ms. Romey assisted the City of Pasadena with structuring the deal terms for an ownership project that will utilize the New Markets Tax Credit (NMTC) program. This will be the first project in the country that will use the New Markets Tax Credit program with an affordable ownership residential project. Ms. Romey has also reviewed projects for the cities of Los Angeles, San Francisco and Duarte with NMTC components.

#### **Professional Credentials**

Ms. Romey holds a master's degree in real estate finance from Cornell University and a bachelor's degree in business administration from San Diego State University. Ms. Romey also co-taught the "Planning and Economic Development Finance" class in the School of Policy, Planning and Development at the University of Southern California for two years and is now a guest speaker. In addition, in August 2005 she was a panel speaker about the complexities of mixed-use development at the California Redevelopment Association (CRA) Legal Symposium, in 2007 she was a panel speaker on workforce housing issues at the CRA Affordable Housing Conference, and is a member of the Cornell Real Estate Council.

## **Tim Bretz**



Mr. Bretz is a Manager in the Los Angeles office of Keyser Marston. Since joining the firm in 2008, Mr. Bretz has provided public, private and non-profit clients with real estate economic analysis for a wide variety of land uses.

### **KEY ROLE**

Mr. Bretz has analyzed real estate transactions and conducted many economic studies for a number of clients. These analyses include the structuring of market-rate and affordable housing transactions, the selection of private development teams for publicly-funded real estate projects, fiscal and economic impact analyses, project feasibility analysis, and residential and non-residential affordable housing nexus studies.

During his tenure in the Keyser Marston Los Angeles office, Mr. Bretz has assisted more than 50 public, private, and non-profit clients. Public sector clients Mr. Bretz has assisted include Anaheim, Culver City, Huntington Beach, Long Beach, Los Angeles, San Bernardino County, San Diego, Santa Ana, Santa Cruz, Santa Monica and West Hollywood.

### **SPECIFIC AREAS OF EXPERTISE**

#### **Affordable Housing Transactions**

Mr. Bretz has analyzed numerous residential and mixed-use projects with affordability components. This analysis includes the evaluation of project feasibility, as well as negotiations with the development team and client. He has experience working with Federal Low Income Housing Tax Credits, HOME funds, Multi-Family Housing Program funds, Mental Health Services Act funds, and Affordable Housing Program funds offered by the Federal Home Loan Bank.

#### **Community Benefits Analyses**

Mr. Bretz has assisted in community benefits analyses for a number of jurisdictions throughout California. These analyses include preparing pro forma analyses to estimate the value enhancement generated by allowing projects to utilize increased height and/or density standards. Mr. Bretz has recommended specific percentages of the value enhancement that could be utilized for community benefits and has assisted in community benefit negotiations with the development team and client.

#### **Developer Selection**

Mr. Bretz has assisted a number of clients in the selection of development teams for publicly-managed real estate transactions. This experience includes creating request for proposals / request for qualifications, evaluating developer responses to the RFP/RFQ, interviewing development teams, and analyzing financial information provided by development teams.

#### **Fiscal and Economic Studies**

Mr. Bretz has conducted numerous fiscal and economic studies for jurisdictions throughout California. For these analyses, Mr. Bretz researched current market conditions and demographic characteristics, as well as projected future demand for different land uses. A number of these analyses include estimates of both fiscal and economic impacts. Mr. Bretz has also assisted in both residential and non-residential affordable housing nexus analyses.

### **PROFESSIONAL CREDENTIALS**

Mr. Bretz holds a Master of Urban Planning degree from the University of Southern California and a Bachelor of Science degree in Biology from the University of California at San Diego. He is a member of the Urban Land Institute and the American Planning Association.

**ATTACHMENT 4**  
**SCOPE OF WORK AND SCHEDULE OF PERFORMANCE**

KMA is proposing to undertake the following work scope which is separated into six tasks. The developer selection and negotiation tasks can be quite time intensive leading to high costs. For purposes of the scope of work and budget estimate, KMA has made several assumptions regarding the number of meetings and interviews etc. These are over and above those noted in Task 5.

#### **Task I – Review Appraisal**

KMA will review the appraisal that was prepared for the City to understand the following:

- Instructions given to the appraiser
- Background and market support for the area
- Potential uses at the site
- Value of the site

#### **Task II – Request for Proposals (RFP) Preparation**

As KMA understands the situation, the City intends to solicit purchase and development proposals for the Site. The following scope of services assumes the KMA will prepare the RFP. The City will supply any necessary contract language or standard City procurement language. Costs can be reduced if the City prepares the RFP with input from KMA.

KMA will prepare an RFP that includes, at a minimum, the following sections and required information from potential developers:

- Introduction
- City Goals and Objectives
- Site Information
  - Regional and local context
  - Property details
  - Zoning and entitlement information
- Submittal Requirements, including
  - Proposed development entity
  - Development experience
  - Key staff member experience
  - Financial capacity
  - Proposed development program
  - Project pro forma
  - Project schedule
  - Price and Terms
- Evaluation Process and Schedule
- Additional documents

Distribution List and Advertising – KMA will help identify developers that may be interested and qualified to develop the Site.

### **Task III – Evaluation of Proposals**

KMA assumes it will be leading the evaluation process and undertaking technical analyses for the evaluation panel. To that end, KMA proposes the following:

- RFP Inquiries – KMA will act as a point of contact for financial and economic questions concerning the RFQ including attendance at a pre-bid meeting (if necessary).
- Financial Statement Review – KMA will perform a confidential review of the developers' financial statements to ensure their ability to perform.
- Initial Proposal Review – KMA review proposals and identify deficiencies or areas that require clarification. Prepare a list of follow up questions for each developer to augment the proposal submittal. KMA will evaluate the responses to ensure the developers have fully addressed all aspects of the RFP.
- Reference Review – KMA will check references for each of the submitting developers
- Interviews – KMA will assist the City in preparing for and conducting developer interviews.
- Detailed Proposal Review – KMA will review the market data supplied by the developers to ensure its consistency with existing and future conditions. KMA will evaluate the proposed action plan and schedule of performance proposed by the developers, including their proposed marketing and management plans. Finally, KMA will review the development and operating projections:
  - Evaluate project costs
  - Consider whether projected rates and occupancies are supportable in the marketplace
  - Compare returns to market norms
  - Evaluate price/rent to the City and public revenues
- Summarize RFP Review – KMA will prepare a comparison matrix of the developer proposals with an accompanying memorandum summarizing the key issues and assumptions and recommendation.

### **Task IV – Negotiations Support**

After selection of the developer(s), KMA will assist the City and its legal counsel in the negotiation of Exclusive Negotiating Agreement (ENA), Purchase and Sale Agreement (PSA) or such other agreements as are necessary to implement the project. KMA will provide the following: services:

- Negotiating Strategies – KMA will provide input on negotiating strategies to the City team.
- Negotiating Terms – KMA will assist the City team in negotiating key financial terms such as price/rent, scope of development, schedule of performance, guarantees, etc.
- Financial Modeling – KMA will prepare financial models illustrating the ramifications of proposed agreement terms. As part of this effort, KMA will prepare multiple scenarios demonstrating the impact of alternative market conditions and/or deal points. In addition, the analysis will consider the potential City revenues generated by the proposed terms.

#### **Task V – Key Meetings**

This RFQ estimates that the Consultant will participate in up to five in-person meetings with City Staff and four Closed Session meetings for Real Property Negotiations with the City Council. Depending on the number of submittals KMA expects that there will be more than five in person meetings with City Staff for the combined RFP preparation, developer selection and presentation and transaction negotiation and reporting. At the discretion of the City, KMA can lead the discussion of selection and deal point issues with the City Council and/or senior management.

#### **Task VI – Other Tasks**

The City may have other tasks that are not currently anticipated. KMA will undertake such tasks on a time and material basis.

#### **Schedule**

KMA estimates the following schedule for the selection and negotiation process. The process represents the technical work effort; does not take into account City review periods or publication requirements. KMA expects the RFP to allow 60 to 90 days for developer responses.

- Task I – Appraisal Review- completed within one week of receipt of appraisal. Conference call with City if necessary
- Task II – Request for Proposal (RFP) Preparation – complete Draft RFP within four weeks of project initiation. Complete final RFP for distribution/release within one week of receipt of comments from the City
- Task III – Evaluation of Proposals – Within four weeks of Proposal submittal date and distribution of proposals to evaluation panel (assumes no interviews and evaluation panel is in place)
- Tasks IV and V – Negotiations and Meetings – Schedules for these are outside the control of KMA

**ATTACHMENT 5  
PROJECT FEE**

City of Placentia  
207 - 209 W. Crowther Avenue

<u>Position</u>	<u>HOURS</u>	<u>RATE</u>	<u>BUDGET</u>
<b>Task I - Review Appraisal</b>			
J Rabe - Senior Principal	4	\$270.00	1,080
T Bretz - Manager	0	\$225.00	0
J Arias - Technical Staff	0	\$95.00	0
<b>Subtotal - Task I</b>	<b>4</b>		<b>\$1,080</b>
<b>Task II - Request for Proposals Preparation</b>			
J Rabe - Senior Principal	4	\$270.00	1,080
J Romey - Senior Principal	16	\$270.00	4,320
J Arias - Technical Staff	32	\$95.00	3,040
<b>Subtotal - Task II</b>	<b>52</b>		<b>\$8,440</b>
<b>Task III - Evaluation of Proposals</b>			
J Rabe - Senior Principal	16	\$270.00	4,320
J Romey - Senior Principal	16	\$270.00	4,320
T Bretz - Manager	32	\$225.00	7,200
<b>Subtotal - Task III</b>	<b>64</b>		<b>\$15,840</b>
<b>Task IV - Negotiations Support</b>			
J Rabe - Senior Principal	32	\$270.00	8,640
T Bretz - Manager	16	\$225.00	3,600
<b>Subtotal - Task IV</b>	<b>48</b>		<b>\$12,240</b>
<b>Task V - Key Meetings</b>			
J Rabe - Senior Principal	24	\$270.00	6,480
J Romey - Senior Principal	16	\$270.00	4,320
<b>Subtotal - Task V</b>	<b>40</b>		<b>\$10,800</b>
<b>Task VI - Other Tasks</b>			
J Rabe - Senior Principal	0	\$270.00	0
J Romey - Senior Principal (as needed)	0	\$270.00	0
<b>Subtotal - Task 6</b>	<b>0</b>		<b>\$0</b>
<b>Project Expenses - Data Acquisition &amp; Production</b>			<b>\$1,500.00</b>
<b>Total</b>	<b>208</b>		<b>\$49,900</b>



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**CITY OF PLACENTIA  
REQUEST FOR QUOTES  
REAL ESTATE ADVISORY SERVICES FOR  
207-209 W. CROWTHER AVENUE**

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All Quotes must be received in the  
Development Services Department,  
401 E. Chapman Avenue, Placentia, CA 92870, by:

**Monday, September 19, 2016 at 10:00 a.m., PST**

Deadline for all questions is **Thursday, September 8, 2016 at 5:00 p.m., PST**. Please submit written questions related to this Request For Quotes to Jeannette Ortega, Economic Development Manager via email at [jortega@placentia.org](mailto:jortega@placentia.org).



**CITY OF PLACENTIA  
REQUEST FOR QUOTES  
FOR REAL ESTATE ADVISORY SERVICES FOR 207-209 W. CROWTHER AVENUE**

**NOTICE IS HEREBY GIVEN** that the City of Placentia is soliciting a Request for Quotes (RFQ) from well qualified firms to assist the City on real estate advisory services for the City owned property at 207-209 W. Crowther Avenue including but not limited to developing a Request for Proposals for this location, evaluation of the proposals, and project/developer negotiations for real estate transaction.

Firms have the option of sending their quote via standard mail or personal delivery. Firms are solely responsible for ensuring their quotes are received by the Development Services Department by the submittal deadline. Quotes must be received by no later than **10:00 a.m., Pacific Standard Time, on Monday, September 19, 2016**, at the following address:

City of Placentia  
Jeannette Ortega, Economic Development Manager  
401 E. Chapman Avenue  
Placentia, CA 92870  
RE: RFQ for Real Estate Advisory Services

Two (2) quotes must be submitted. The original copy must be signed by a representative authorized to bind the company. Quotes submitted by facsimile or email are not acceptable and will not be considered. Quotes are to be submitted in sealed envelope with the name of the Firm and RFQ title clearly marked on the outside of the envelope.

Failure to comply with the requirements set forth in this RFQ may result in disqualification. Submitted quotes may be withdrawn at any time prior to the submission time specified in this RFQ, provided notification is received in writing before the submittal deadline. Quotes cannot be changed after the submittal deadline. No handwritten notations or corrections will be allowed.

The City reserves the right to reject all quotes and to waive any minor informalities or irregularities contained in any quote. Acceptance of any quote submitted pursuant to this RFQ shall not constitute any implied intent to enter into a contract.

The contract award, if any, will be made to the Firm who, in the City's sole discretion, is best able to perform the required services in a manner most beneficial to the City of Placentia.

## **INTRODUCTION**

The City of Placentia ("Placentia" or "City") hereby requests quotes from qualified firms, to provide real estate advisory and project/developer negotiations for real estate transaction for the City owned property at 207-209 W. Crowther Avenue (as referenced in Exhibit A). This includes structuring public/private transactions, review of documentation which consists of Pro forma analysis, development budgets, cash flow analysis and other economic analysis (e.g. fiscal impact reports, highest and best use, tax analysis, etc.).

The Firm must demonstrate experience managing and implementing successful real estate advisory services to municipalities and a focus similar to what is desired by the City. The Firm should also demonstrate expertise in all aspects of public/private real estate transactions including a property within a Transit Oriented Development area, as well as an understanding of project/developer negotiations.

## **CITY OVERVIEW**

Primarily known as a bedroom community, the City of Placentia, which is nestled in northern Orange County, is a family oriented community of approximately 53,000 residents. Incorporated in 1926, Placentia serves an area of approximately 6.7 square miles and has retained the small town image that has remained since settlers arrived more than 100 years ago.

The City operates and maintains a full range of municipal services, including Police, Administration, Public Works, Community Services, Finance, and Community Development Departments. The City contracts fire services with the Orange County Fire Authority.

The City has retained the services of the Lilley Planning Group (LPG) to work on a Transit Oriented Development (TOD) Zone Change Amendment around the proposed Orange County Transportation Authority (OCTA) Metrolink commuter rail station platform in the area being branded as the "Packing House District" (as reference in Exhibit B). The proposed Metrolink commuter rail station will include two platforms, north and south of the Burlington North Santa Fe (BNSF) rail tracks. OCTA anticipates construction of the Metrolink Station platform and Parking Structure to begin in May 2018. The completion date for the south retaining wall and south platform is estimated to be March 2019. The completion date for the entire project (Metrolink Station platform and parking structure) is April 2020.

The TOD area is generally located east of the 57 freeway, north of Orangethorpe Avenue, at the northeast corner of Melrose Avenue and Crowther Avenue adjacent to the BNSF railroad tracks as well as other areas north of the BNSF railroad tracks and east and west of Melrose Avenue.

The area within the proposed TOD currently includes underutilized parcels. There is a significant potential for future high density residential and commercial development adjacent and proximate to the proposed commuter rail station, including the City owned property at 207-209 W. Crowther Avenue. This site is approximately 2.4 acres.

The City and LPG are reviewing the initial draft of the rezoning conditions, private development standards and public infrastructure standards. A preliminary traffic analysis has been completed. The TOD zone text amendment is anticipated to be presented at the Planning Commission and to the City Council in the Fall of 2016.

The City has also retained Kosmont Companies to conduct a Gross Fiscal Impact and Economic Benefit Analysis in connection with the proposed Placentia Metrolink Station platform, parking structure, and surrounding potential future development. Kosmont will estimate the primary fiscal revenues to be generated by the area upon full build-out and stabilization, including property tax (secured and unsecured), property tax in-lieu of vehicle license fees ("VLF"), sales and use tax, utility user tax ("UUT"). Kosmont applied an IMPLAN-based analysis to estimate the employment (job creation), labor income (wages), and economic output (value of goods and services produced) benefits to be derived from construction of the area. The Gross Fiscal Impact and Economic Benefit Analysis has been completed and will be available to the selected Firm upon award of contract.

Kosmont Companies is also conducting a feasibility study to form an Enhanced Infrastructure Financing District ("EIFD"), pursuant to SB 628 and AB 313 in the TOD area. The state of California recently approved a new economic development tool pursuant to the passage of Senate Bill ("SB") No. 628, titled Enhanced Infrastructure Financing Districts. These districts, formed by cities and counties, offer a new platform to finance a broad array of economic development projects that generate taxes and jobs, including infrastructure and mixed-use developments. Projects within these districts may be financed by non-school agency tax increment along with multiple funding sources. The EIFD analysis will be completed in early Fall 2016. A second implementation phase of the EIFD has been included in the City's FY 2016/17 Operating Budget.

Immediately north of the TOD area is the Old Town Placentia Zone Text Amendment that is also underway. The City has retained the services of EvanBrooks Associates to work on a zone change for this historic Old Town. This area is uniquely different from the rest of the community due to its century-old pattern of walkable blocks and streets, historic brick buildings, a mix of small retailers with some of the best Mexican restaurants within Orange County. Within walking distance to the District is Cal State

Fullerton (CSUF), which serves over 60,000 students, many of which live within the City and in some cases, near the District. The Old Town Placentia zone text amendment is anticipated to be presented at the Planning Commission and to the City Council in early 2017.

**SCOPE OF WORK**

The Scope of Work for this RFQ shall include six (6) tasks:

- Task 1:** Review updated appraisal report for the City owned property at 207-209 W. Crowther Avenue (future area zoned for Transit Oriented Development) upon award of contract.
- Task 2:** Develop a comprehensive Request for Proposals (RFP) for the sale of the City owned property at 207-209 W. Crowther Avenue in a form acceptable by the City.
- Task 3:** Assist in the evaluation of the proposals and recommendation of a qualified developer. This includes scoring and verifying developer's experience in TOD areas, reviewing developer's credit worthiness, portfolio and funds necessary to purchase the property, and schedule of performance as it relates to the concurrent construction of the Metrolink Station and Parking Structure. Analyze various financial reports including but not limited to Pro forma analysis, development budget, cash flow analysis, and other economic analysis (e.g. fiscal impact reports, highest and best use, tax analysis).
- Task 4:** Assist in the real estate negotiations and in the development of an Exclusive Negotiation Agreement and/or a Purchase and Sale Agreement/Development Agreement in a form acceptable by the City.
- Task 5:** Participate in up to five (5) in-person meetings with City Staff and four (4) City Council Closed Session meetings for Real Property Negotiations.
- Task 6:** Other tasks which may be requested by the City.

**LOCATION**

The location of the specific real estate services will be for the City owned properties located at the following addresses and its respective assessor's parcel number (APN):

Address	APN
207 W. Crowther Avenue, Placentia, CA 92870	339-402-05
208 W. Crowther Avenue, Placentia, CA 92870	339-402-08
209 W. Crowther Avenue, Placentia, CA 92870	339-402-10

## CONTENTS OF QUOTE

The following should be submitted with your quote:

**Transmittal Letter:** This letter will summarize (in a brief and concise manner) the firm's understanding of the scope of work. The transmittal letter must be signed by an officer of the firm authorized to do so. Also include contact information for: (1) the person responsible for answering questions regarding this quote, (2) the person responsible for contract negotiation, and (3) the signer.

**Schedule of Performance:** This section of the quote should clearly list the schedule of performance as it relates to the scope of work. Please explain the scope of work as understood by the firm, and detail the approach, activities, meetings, timelines, draft and final work products, and deadlines.

**Company Information:** This section provides each Firm with the opportunity to demonstrate how its history, organization, and related experience differentiate it. Any additional information, which the firm considers pertinent, may be included in a brief and concise manner. The use of graphics to supplement and/or summarize written statements is encouraged.

**Key Personnel:** This section must provide identification of all key personnel who will be working on this project. Please distinguish the Project Manager who will be responsible for this Project. Please explain what involvement each person will have in the Project. Please distinguish if the key personnel are employees of the firm or retained sub-Firms. Include person's name, title, phone number, and email address.

**References:** At a minimum, provide contact information for three (3) references, at least two (2) of which are municipal or governmental agencies; including the name, contact person's name, title, address, telephone number, and email address. For each reference, provide a summary overview of Project including budget, scope of work, and timelines.

**Project Fee:** Provide an estimate of the fee with a not-to-exceed amount for accomplishing the tasks listed in the scope of work. As this RFQ is not a brokerage/commission service, please provide a total compensation amount for real estate advisory services as detailed in the scope of work. The amount should include all travel expenses for up to five (5) in-person meetings with City staff and four (4) City Council meetings.

## **INQUIRIES**

Requests from interested firms for additional information or interpretation of the information included in the RFQ should be directed in writing to the following individual by no later than **5:00 p.m., PST, on Thursday, September 8, 2016.**

Jeannette Ortega  
Economic Development Manager  
Email: jortega@placentia.org

A written response will be posted on the City's website by Tuesday, September 13, 2016 at 5:00 p.m. under this RFQ.

## **SCHEDULE FOR SELECTION AND AWARD**

All dates shown are tentative and subject to change. The City will make every effort to adhere to the dates shown below. Advance notice of any changes to the schedule will be given to any firm that has submitted a response to this RFQ by the deadline.

Provided below is the anticipated timeline to be followed for this RFQ process:

1. Release of RFQ.....August 18, 2016
2. Written Questions Due Date.....September 8, 2016
3. RFQ Due Date.....September 19, 2016
4. Evaluation of RFQ Submittals.....September 23-29
5. City Council Meeting Award.....October 4, 2016
6. Notice of Selection.....October 5, 2016
7. Project Commences.....October 17, 2016

## **EVALUATION CRITERIA**

An Evaluation Committee will be established, composed of City staff. The City's Evaluation Committee will evaluate all quotes received in accordance with the firms technical experience in performing work of a closely similar nature; record of completing the work on schedule; strength and stability of the firm; strength, stability, experience, and quality of the final product completed with other agencies. The City will evaluate the depth of Firm's understanding of City requirements and overall quality of work plan; logic, clarity, and specificity of work plan and variances proposed for the work plan; and the utility of technical or procedural innovations. Interviews with prospective Firms may be scheduled during this evaluation period.

## SELECTED FIRM

1. An Agreement with the selected Firm will be negotiated by the Office of the City Administrator. The City shall require the Firm to bind itself to the City's Professional Services Agreement.
2. Selection of a Firm's quote does not mean that all aspects of the quote are acceptable to the City of Placentia. The City retains the right to modify the terms and conditions in the quote or reject terms and conditions proposed by the selected Firm prior to the execution of an Agreement with the City, which the City, in its sole discretion, deems necessary to ensure a satisfactory procurement. The City may, by written notice stating the extent and effective date, cancel and/or terminate any order resulting from this RFQ for cause in whole or in part, at any time.
3. The final Agreement will incorporate the RFQ, the selected Firm's quote and all modifications and clarifications that are submitted at the request of the City of Placentia during the evaluation and negotiation process. The RFQ, including all attachments and addenda, and all promises, warranties, commitments and representations in the successful Quote of the selected Firm shall be binding.
4. No cost chargeable to the proposed Agreement may be incurred before the selected Firm has received a fully executed Agreement.

## SPECIAL CONDITIONS

**A. Reservations.** This RFQ does not commit the City of Placentia to award a contract, to defray any costs incurred in the preparation of a quote pursuant to this RFQ, or to procure or contract for work. No payment of any kind will be provided to the Firm responding to this RFQ, or parties they represent, for obtaining any of the information solicited.

**B. Public Records.** All quotes submitted in response to this RFQ become the property of the City of Placentia. Information in the quote, unless specified as trade protected, may be subject to public review. Any information contained in the quote that is proprietary must be clearly designated. Marking the entire quote as proprietary will be neither accepted nor honored. Proprietary information submitted in response to this RFQ will be handled in accordance with the California Public Records Act.

**C. Right to Cancel and Amend.** The City of Placentia reserves the right to cancel, for any or no reason, in part or in its entirety, this RFQ, including but not limited to: selection schedule, submittal date, and submittal requirements. If the City of Placentia cancels or revises the RFQ, all Firms that have requested to be on the plan holder's list will be notified in writing.

**D. Additional Information.** The City of Placentia reserves the right to request additional information and/or clarification from any or all Firms.

**E. Conflict of Interest.** Firm covenants that the company, its officers, employees and/or agents presently have no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services requested herein by the City of Placentia.

Firm further covenants that, in the performance of any contract or agreement resulting from this RFQ, no subcontractor or person having such an interest shall be employed. Firm certifies that to the best of Firm's knowledge, no one who has or will have any financial interest under any contract or agreement resulting from this RFQ is an officer or employee of the City of Placentia.

**F. Public Information.** Firms who respond to this RFQ who wish to release information to the public regarding selection, contract award or data provided by the City of Placentia must receive prior written approval from the City before disclosing such information to the public.

**G. Independent Contractor.** It is expressly agreed by Firm that in the performance of the services solicited by this RFQ, Firm and any of its officers, employees and/or agents shall at all times be considered independent contractors and not agents of the City of Placentia.

**207-209 W. Crowther Avenue, Placentia, CA 92870**



**Exhibit A**

## Future Metrolink Station, Old Town Placentia & Transit Oriented Development Packing House District



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### Old Town Placentia

The City is in the process of developing a zone change plan to improve and position the City's historic center to better connect with other areas of the City. Old Town Placentia is an asset to the City and is poised to be one of the City's key destinations. The plan is to enhance the historic importance of the area and create public spaces and pathways making a cohesive small scale walkable urban village feel with retail, restaurants, offices, & community facilities.

### Transit Oriented Development Packing House District

The City is in the process of rezoning the property around the proposed new Metrolink Station. This new station creates an exciting prospect for Transit Oriented Development (TOD). The City is in the process of rezoning the area south of the proposed station to allow for TOD, which will spur revitalization of this area and bring in new housing, mixed use development, employment and supporting services adjacent to this major transit amenity.

**Exhibit B**



# Placentia City Council

## **AGENDA REPORT**

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: ACTING DIRECTOR OF PUBLIC WORKS

DATE: DECEMBER 6, 2016

SUBJECT: **CONSIDERATION OF PARTICIPATION IN THE OPEN PACE AND YGRENE PROPERTY ASSESSED CLEAN ENERGY (PACE) FINANCING PROGRAMS**

FISCAL EXPENSE: \$0

IMPACT: REVENUE: \$10,000 DEPOSIT FOR CITY STAFF TIME

### **SUMMARY:**

Property Assessed Clean Energy (PACE) financing programs provide property owners the opportunity to fund energy efficiency, water efficiency, and renewable energy projects with little or no up-front costs. Individual property owners within a participating PACE program district can finance up to 100% of their project and pay it back over time as a voluntary property tax assessment through their existing property tax bill. The City is already a participant in another PACE program. The City Council most recently approved participation in the Home Energy Renovation Opportunity (HERO) 2013 program. The proposed resolution would expand the City's participation to include new programs under the California Statewide Communities Development Authority (CSCDA) and California Home Finance Authority (CHF), which will afford property owners within the City of Placentia additional competitive financing options for energy efficiency, renewable energy and water conservation projects.

### **RECOMMENDATION:**

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

1. Adopt Resolution R-2016-XX, A Resolution of the City Council of the City of Placentia, California, Consenting to the Inclusion of Properties within the Territory of the City of Placentia in the CSCDA Open PACE Programs; Authorizing the California Statewide Communities Development Authority to Accept Applications from Property Owners, Conduct Contractual Assessments Proceedings and Levy Contractual Assessments with the Territory of the City of Placentia; and Authorizing Related Actions; and
2. Adopt Resolution R- 2016-XX, A Resolution of the City Council of the City of Placentia, California, Consenting to Inclusion of Properties within the City's Jurisdiction in the California Home Finance Authority Community Facilities District No. 2014-01 (Clean Energy) to Finance Renewable Energy Improvements, Energy Efficiency and Water Conservation Improvements and Electric Vehicle Charging Infrastructure and Approving Associate Membership in the Joint Exercise of Powers Authority Related Thereto; and

**1.g.**

**December 6, 2016**

3. Adopt Resolution R-2016–XX , A Resolution of the City Council of the City of Placentia, California, Consenting to Inclusion of Properties within the City's Jurisdiction in the California Home Finance Authority, Program to Finance Renewable Energy Generation, Energy and Water Efficiency Improvements and Electrical Vehicle Charging Infrastructure and Approving Associate Membership in the Joint Exercise of Powers Authority Related Thereto; and
4. Authorize the City Administrator or designee to execute all necessary documents, in a form approved by the City Attorney.

### **DISCUSSION:**

Both Open PACE and YGreene provide property owners the option of repaying a loan over a defined period of time as a tax assessment. The repayment is subject to fees and interest rates corresponding to the terms and conditions of the loan. When the property owner that established the assessment sells the property, it may be transferred to the new owner.

Following are additional PACE program considerations:

- Only property owners who voluntary choose to participate in the program will be subject either to assessments or special taxes, depending on which program CHF decides to implement.
- Program financing provides for an affordable method for many property owners to reduce their energy costs and improve their properties.
- The City incurs no financial obligations as a result of program participation.

The City of Placentia has previously approved participation in another PACE program. Adding these PACE programs, to be administered by Open PACE and Ygrene, provides more financing options for the City's property owners.

### **California First Program**

The Open PACE program administered through The California Statewide Communities Development Authority (CSCDA) enables property owners (both residents and businesses) to obtain financing assistance for energy improvements through a special assessment on their property tax bill. Open PACE includes several PACE providers including California FIRST, Spruce, PACE FUNDING, Alliance NRG and Clean Fund. Open PACE programs are currently available in 42 counties and 396 cities through the State. The program allows property owners to finance energy improvements up to 15% of the value of their property. The loans are repaid, with interest and other fees, for a loan period of up to 25 years. In addition, there are no penalties for paying all, or a portion, of the loan early. The financed amount appears on the property owner's tax bill and is repaid over several years. Should a property owner that elected to participate in the PACE program sell the property, the obligation to pay any remaining special assessment may transfer to the subsequent property owner.

In support of Open PACE Program's request for approval to market their PACE programs in Placentia, the Council is being asked to approve one resolution that would approve the following action:

1. A resolution permitting property owners within the incorporated areas of the City to participate in the CSCDA AB 811 Authority PACE Program

### **Ygrene Energy Fund**

The YGrene Energy Fund administered through the California Home Finance Authority (CHF) enables property owners to finance energy-related property improvements. However, unlike the HERO Program and California First, the enabling legislation for this program is not Assembly Bill 811. In the instance of YGrene and similar programs, Senate Bill 555 (2011) amended the Mello-Roos Community Facilities District ("CFD") Act of 1982 to authorize community facilities districts to finance or re-finance the acquisition, installation, and improvement of energy efficient improvements. Under Senate Bill 555, the Joint Powers Authority (California Home Finance Authority) has, through a statewide validation process, enabled the formation of a CFD (known as CFD 2014-01) that allows the establishment of a voluntary special assessment for energy-related improvements by property owners. Local agencies that wish to participate are required to adopt a resolution which effectively expands the jurisdiction of the CFD into their community.

In support of Ygrene's request for approval to market their PACE programs in Placentia, the Council is being asked to approve two resolutions that would approve the following actions:

1. The first resolution authorizes the City to join the JPA as an Associate Member and permits property owners within the incorporated areas of the City to participate in the CHF SB 555 Community Facilities District.
2. The second resolution permits property owners within the incorporated areas of the City to participate in the CHF AB 811 Authority PACE Program.

Each resolution also authorizes CHF (1) to accept applications from property owners within the City's incorporated area to finance authorized improvements; and (2) to conduct proceedings and levy special taxes or contractual assessments, as applicable, on the property of participating owners.

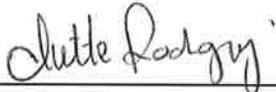
### **Impact to City's Operations**

In order to ensure City's operations are not affected by an increase in PACE programs inquiries, a deposit of \$10,000 will be required from Open PACE and Ygrene. The deposit will be utilized to cover personnel time that is required when answering questions from the public regarding these programs. The deposit will need to be received prior to conducting any program related activities in the city. Furthermore, Open PACE and Ygrene will not use these resolutions or the City's name in any type marketing or solicitation materials and will not engage in door to door solicitations.

**FISCAL IMPACT:**

The City will receive a \$10,000 deposit from Open PACE and Ygrene Works PACE programs to cover any personnel time that may be spent on answering questions related to these programs. The City will have no administrative responsibilities, no marketing obligations, and no financial obligations associated with these programs.

Prepared by:



Ivette Rodriguez  
Management Analyst

Reviewed and approved:



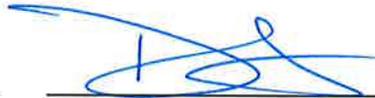
Luis Estevez  
Acting Director of Public Works

Reviewed and approved:



Lawrence P. Schroeder  
Interim Chief Financial Officer

Reviewed and approved:



Damien R. Arrula  
City Administrator

**Attachments:**

1. Resolution R-2016-XX: CSCDA Open PACE Programs
2. Resolution R-2016-XX: SB 555 PACE Program
3. Resolution R-2016-XX: AB 811 PACE Program
4. JPA Agreement

RESOLUTION R 2016-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE TERRITORY OF THE CITY OF PLACENTIA IN THE CSCDA OPEN PACE PROGRAMS; AUTHORIZING THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY CONTRACTUAL ASSESSMENTS WITHIN THE TERRITORY OF THE CITY OF PLACENTIA; AND AUTHORIZING RELATED ACTIONS.**

**A. Recitals.**

(i) The California Statewide Communities Development Authority (the "Authority") is a joint exercise of powers authority, the members of which include numerous cities and counties in the State of California, including the City of Placentia (the "City"); and

(ii) The Authority is implementing Property Assessed Clean Energy (PACE) programs, which it has designated CSCDA Open PACE, consisting of CSCDA Open PACE programs each administered by a separate program administrator (collectively with any successors, assigns, replacements or additions, the "Programs"), to allow the financing or refinancing of renewable energy, energy efficiency, water efficiency and seismic strengthening improvements, electric vehicle charging infrastructure and such other improvements, infrastructure or other work as may be authorized by law from time to time (collectively, the "Improvements") through the levy of contractual assessments pursuant to Chapter 29 of Division 7 of the Streets & Highways Code ("Chapter 29") within counties and cities throughout the State of California that consent to the inclusion of properties within their respective territories in the Programs and the issuance of bonds from time to time; and

(iii) The program administrators currently active in administering Programs are the Alliance NRG Program (presently consisting of Deutsche Bank Securities Inc., CounterPointe Energy Solutions LLC and Leidos Engineering, LLC), PACE Funding LLC and Renewable Funding LLC, and the Authority will notify the City in advance of any additions or changes; and

(iv) Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner or owners of each lot or parcel on which an assessment is levied at the time the assessment is levied; and

(v) The City desires to allow the owners of property ("Participating Property Owners") within its territory to participate in the Programs and to allow the Authority to conduct assessment proceedings under Chapter 29 within its territory and to issue bonds to finance or refinance Improvements; and

(vi) The territory within which assessments may be levied for the Programs shall include all of the territory within the City of Placentia's official boundaries; and

(vii) The Authority will conduct all assessment proceedings under Chapter 29 for the Programs and issue any bonds issued in connection with the Programs; and

(viii) The Authority will not use this resolution or the City's name in any type marketing or solicitation materials and will not engage in door to door solicitations; and

(ix) The Authority will make a deposit of \$5,000 to the City to cover personnel time prior to conducting any outreach or marketing in the City; and

(x) The City will not be responsible for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the Programs;

**B. Resolution.**

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

1. This City Council hereby finds and declares that properties in the territory of the City will benefit from the availability of the Programs within the territory of the City and, pursuant thereto, the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 and the issuance of bonds to finance or refinance Improvements.

2. In connection with the Programs, the City hereby consents to the conduct of special assessment proceedings by the

Authority pursuant to Chapter 29 on any property within the territory of the City and the issuance of bonds to finance or refinance Improvements; provided, that

- a. The Participating Property Owners, who shall be the legal owners of such property, execute a contract pursuant to Chapter 29 and comply with other applicable provisions of California law in order to accomplish the valid levy of assessments; and
- b. The City will not be responsible for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the Programs.

3. The appropriate officials and staff of the City are hereby authorized and directed to make applications for the Programs available to all property owners who wish to finance or refinance Improvements; provided, that the Authority shall be responsible for providing such applications and related materials at its own expense. The following staff persons, together with any other staff persons chosen by the City Administrator of the City from time to time, are hereby designated as the contact persons for the Authority in connection with the Programs: Management Analyst.

4. The appropriate officials and staff of the [County/City] are hereby authorized and directed to execute and deliver such certificates, requisitions, agreements and related documents as are reasonably required by the Authority to implement the Programs.

5. The City Council hereby finds that adoption of this Resolution is not a "project" under the California Environmental Quality Act, because the Resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4).

6. This Resolution shall take effect immediately upon its adoption. The City Clerk is hereby authorized and directed to transmit a certified copy of this resolution to the Secretary of the Authority at: Secretary of the Board, California Statewide Communities Development Authority, 1400 K Street, Sacramento, CA 95814.

7. The Mayor shall sign this Resolution, and the City Clerk shall attest and certify to the passage and adoption thereof.

**PASSED, ADOPTED AND APPROVED this 6<sup>th</sup> day of December, 2016.**

\_\_\_\_\_  
JEREMY B. YAMAGUCHI, MAYOR

ATTEST:

\_\_\_\_\_  
PATRICK J. MELIA, CITY CLERK

STATE OF CALIFORNIA  
COUNTY OF ORANGE

I, PATRICK J. MELIA, City Clerk of the City of Placentia, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Placentia, held on the 6<sup>th</sup> day of December, 2016, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CHRISTIAN L. BETTENHAUSEN, CITY ATTORNEY

**RESOLUTION R-2016-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE CITY'S JURISDICTION IN THE CALIFORNIA HOME FINANCE AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2014-01 (CLEAN ENERGY) TO FINANCE RENEWABLE ENERGY IMPROVEMENTS, ENERGY EFFICIENCY AND WATER CONSERVATION IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND APPROVING ASSOCIATE MEMBERSHIP IN THE JOINT EXERCISE OF POWERS AUTHORITY RELATED THERETO**

**A. Recitals.**

(i) The California Home Finance Authority, a California joint powers authority, (the "Authority") has established the Community Facilities District No. 2014-01(Clean Energy) in accordance with the Mello-Roos Community Facilities Act, set forth in sections 53311 through 53368.3 of the California Government Code (the "Act") and particularly in accordance with sections 53313.5(1) and 53328.1(a) (the "District"); and

(ii) The purpose of the District is to finance or refinance (including the payment of interest) the acquisition, installation, and improvement of energy efficiency, water conservation, renewable energy and electric vehicle charging infrastructure improvements permanently affixed to private or publicly-owned real property (the "Authorized Improvements"); and

(iii) The Authority is in the process of amending the Authority Joint Powers Agreement (the "Authority JPA") to formally change its name to the Golden State Finance Authority; and

(iv) The City of Placentia is committed to development of renewable energy generation and energy efficiency improvements, reduction of greenhouse gases, and protection of the environment; and

(v) In the Act, the Legislature has authorized a parcel within the territory of the District to annex to the District and be subject to the special tax levy of the District only(i)if the city or county within which the parcel is located has consented, by the adoption of a resolution by the applicable city council or county board of supervisors, to the inclusion of parcels within its boundaries in the District and (ii) with the unanimous written

approval of the owner or owners of the parcel when it is annexed (the "Unanimous Approval Agreement"), which, as provided in section 53329.6 of the Act, shall constitute the election required by the California Constitution; and

(vi) The City wishes to provide innovative solutions to its property owners to achieve energy efficiency and water conservation and in doing so cooperate with Authority in order to efficiently and economically assist property owners the City in financing such Authorized Improvements; and

(vii) The Authority has established the District, as permitted by the Act, the Authority JPA, originally made and entered into July 1, 1993, as amended to date, and the City, desires to become an Associate Member of the JPA by execution of the JPA Agreement, a copy of which is attached as Exhibit "A" hereto, to participate in the programs of the JPA and, to assist property owners within the incorporated area of the City in financing the cost of installing Authorized Improvements; and

(viii) The Authority will not use this resolution or the City's name in any type marketing or solicitation materials and will not engage in door to door solicitations; and

(ix) The Authority will make a deposit of \$5,000 to the City to cover personnel time prior to conducting any outreach or marketing in the City; and

(x) The City will not be responsible for the conduct of any special tax proceedings; the levy and collection of special taxes or any required remedial action in the case of delinquencies in the payment of any special taxes in connection with the District.

## **B. Resolution.**

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

1. This City Council finds and declares that properties in the City's incorporated area will be benefited by the availability of the Authority CFD No. 2014-01 (Clean Energy) to finance the installation of the Authorized Improvements.

2. This City Council consents to inclusion in the Authority CFD No. 2014-01 (Clean Energy) of all of the properties in the incorporated area within the City and to the Authorized Improvements, upon the request of and execution of the Unanimous

Approval Agreement by the owners of such properties when such properties are annexed, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.

3. The consent of this City Council constitutes assent to the assumption of jurisdiction by Authority for all purposes of the Authority CFD No. 2014-01 (Clean Energy) and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Authorized Improvements.

4. This City Council hereby approves joining the JPA as an Associate Member and authorizes the execution by appropriate City officials of any necessary documents to effectuate such membership.

5. City staff is authorized and directed to coordinate with Authority staff to facilitate operation of the Authority CFD No. 2014-1 (Clean Energy) within the City, and report back periodically to this City Council on the success of such program.

6. This Resolution shall take effect immediately upon its adoption. The City Clerk is directed to send a certified copy of this resolution to the Secretary of the Authority.

7. The Mayor shall sign this Resolution, and the City Clerk shall attest and certify to the passage and adoption thereof.

**PASSED, ADOPTED AND APPROVED this 6<sup>th</sup> day of December, 2016.**

\_\_\_\_\_  
JEREMY B. YAMAGUCHI, MAYOR

ATTEST:

\_\_\_\_\_  
PATRICK J. MELIA  
CITY CLERK

STATE OF CALIFORNIA  
COUNTY OF ORANGE

I, PATRICK J. MELIA, City Clerk of the City of Placentia, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Placentia, held on the 6<sup>th</sup> day of December, 2016, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM:

CHRISTIAN L. BETTENHAUSEN, CITY ATTORNEY

Exhibit A  
JPA Agreement  
[to be inserted)

**RESOLUTION R- 2016-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE CITY'S JURISDICTION IN THE CALIFORNIA HOME FINANCE AUTHORITY, PROGRAM TO FINANCE RENEWABLE ENERGY GENERATION, ENERGY AND WATER EFFICIENCY IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND APPROVING ASSOCIATE MEMBERSHIP IN THE JOINT EXERCISE OF POWERS AUTHORITY RELATED THERETO.**

**A. Recitals.**

(i) The California Home Finance Authority ("Authority") is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Act") and the Joint Power Agreement entered into on July 1, 1993, as amended from time to time (the "Authority JPA"); and

(ii) The Authority is in the process of amending the Authority JPA to formally change its name to the Golden State Finance Authority; and

(iii) Authority has established a property-assessed clean energy ("PACE") Program (the "Authority PACE Program") to provide for the financing of renewable energy generation, energy and water efficiency improvements and electric vehicle charging infrastructure (the "Improvements") pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code ("Chapter 29") within counties and cities throughout the State of California that elect to participate in such program; and

(iv) City of Placentia (the "City") is committed to development of renewable energy generation and energy and water efficiency improvements, reduction of greenhouse gases, and protection of the environment; and

(v) In Chapter 29, the Legislature has authorized cities and counties to assist property owners in financing the cost of installing Improvements through a voluntary contractual assessment program; and

(vi) Installation of such Improvements by property owners within the jurisdictional boundaries of the counties and cities that are participating in the Authority PACE Program would promote the purposes cited above; and

(vii) The City wishes to provide innovative solutions to its property owners to achieve energy and water efficiency, and in doing so cooperate with Authority in order to efficiently and economically assist property owners within the City in financing such Improvements; and

(viii) Authority has established the Authority PACE Program, which is such a voluntary contractual assessment program, as permitted by the Act, the Authority JPA, originally made and entered into July 1, 1993, as amended to date, and the City, desires to become an Associate Member of the JPA by execution of the JPA Agreement, a copy of which is attached as Exhibit "A" hereto, to participate in the programs of the JPA and to assist property owners within the jurisdiction of the City in financing the cost of installing Improvements; and

(ix) The Authority will not use this resolution or the City's name in any type marketing or solicitation materials and will not engage in door to door solicitations; and

(x) The Authority will make a deposit of \$5,000 to the City to cover personnel time prior to conducting any outreach or marketing in the City; and

(xi) The City will not be responsible for the conduct of any assessment proceedings; the levy and collection of assessments or any required remedial action in the case of delinquencies in the payment of any assessments or the issuance, sale or administration of any bonds issued in connection with the Authority PACE Program.

## **B. Resolution.**

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

1. This City Council finds and declares that properties in the City's incorporated area will be benefited by the availability of the Authority PACE Program to finance the installation of the Improvements.

2. This City Council consents to inclusion in the Authority PACE Program of all of the properties in the jurisdictional boundaries of the City and to the Improvements, upon the request

by and voluntary agreement of owners of such properties, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.

3. The consent of this City Council constitutes assent to the assumption of jurisdiction by Authority for all purposes of the Authority PACE Program and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Improvements, including the levying, collecting and enforcement of the contractual assessments to finance the Improvements and the issuance and enforcement of bonds to represent such contractual assessments.

4. This City Council hereby approves joining the JPA as an Associate Member and authorizes the execution by appropriate City officials of any necessary documents to effectuate such membership.

5. City staff is authorized and directed to coordinate with Authority staff to facilitate operation of the Authority PACE Program within the City, and report back periodically to this City Council on the success of such program.

6. This Resolution shall take effect immediately upon its adoption. The City Clerk is directed to send a certified copy of this resolution to the Secretary of the Authority.

7. The Mayor shall sign this Resolution, and the City Clerk shall attest and certify to the passage and adoption thereof.

**PASSED, ADOPTED AND APPROVED this 6<sup>th</sup> day of December, 2016.**

\_\_\_\_\_  
JEREMY B. YAMAGUCHI, MAYOR

ATTEST:

\_\_\_\_\_  
PATRICK J. MELIA, CITY CLERK

STATE OF CALIFORNIA  
COUNTY OF ORANGE

I, PATRICK J. MELIA, City Clerk of the City of Placentia, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Placentia, held on the 6<sup>th</sup> day of December, 2016, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CHRISTIAN L. BETTENHAUSEN, CITY ATTORNEY

Exhibit A  
JPA Agreement  
[to be inserted]

## CALIFORNIA HOME FINANCE AUTHORITY

### AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

(Original date July 1, 1993 and as last amended and restated December 10, 2014)

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT ("Agreement") is entered into by and among the counties listed on Attachment 1 hereof and incorporated herein by reference. All such counties are referred to herein as "Members" with the respective powers, privileges and restrictions provided herein.

#### RECITALS

A. WHEREAS, the California Rural Home Mortgage Finance Authority ("CRHMFA") was created by a Joint Exercise of Powers Agreement dated July 1, 1993 pursuant to the Joint Exercise of Powers Act (commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"). By Resolution 2003-02, adopted on January 15, 2003, the name of the authority was changed to CRHMFA Homebuyers Fund. The most recent amendment to the Joint Exercise of Powers Agreement was on January 28, 2004.

B. WHEREAS, the Members of CRHMFA Homebuyers Fund desire to update, reaffirm, clarify and revise certain provisions of the joint powers agreement, including the renaming of the joint powers authority, as set forth herein.

C. WHEREAS, the Members are each empowered by law to finance the construction, acquisition, improvement and rehabilitation of real property.

D. WHEREAS, by this Agreement, the Members desire to create and establish a joint powers authority to exercise their respective powers for the purpose of financing the construction, acquisition, improvement and rehabilitation of real property within the jurisdiction of the Authority as authorized by the Act.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Members individually and collectively agree as follows:

#### 1. Definitions

Unless the context otherwise requires, the following terms shall for purposes of this Agreement have the meanings specified below:

**"Act"** means the Joint Exercise of Powers Act, commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, including the Marks-Roos Local Bond Pooling Act of 1985, as amended.

**"Agreement"** means this Joint Exercise of Powers Agreement, as the same now exists or as it may from time to time be amended as provided herein.

**"Associate Member"** means a county, city or other public agency which is not a voting member of the Rural County Representatives of California, a California nonprofit corporation ("RCRC"), with legal power and authority similar to that of the Members, admitted pursuant to paragraph 4.d. below to associate membership herein by vote of the Board.

**"Audit Committee"** means a committee made up of the nine-member Executive Committee.

**"Authority"** means California Home Finance Authority ("CHF"), formerly known as CRHMFA Homebuyers Fund or California Rural Home Mortgage Finance Authority.

**"Board"** means the governing board of the Authority as described in Section 7 below.

**"Bonds"** means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other obligation within the meaning of the term "Bonds" under the Act.

**"Delegate"** means the Supervisor designated by the governing board of each Member to serve on the Board of the Authority.

**"Executive Committee"** means the nine-member Executive Committee of the Board established pursuant to Section 10 hereof.

**"Member"** means any county which is a member of RCRC, has executed this Agreement and has become a member of the Authority.

**"Obligations"** means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other financial or legal obligation of the Authority under the Act.

**"Program" or "Project"** means any work, improvement, program, project or service undertaken by the Authority.

**"Rural County Representatives of California" or "RCRC"** means the nonprofit entity incorporated under that name in the State of California.

**"Supervisor"** means an elected County Supervisor from an RCRC member county.

## **2. Purpose**

The purpose of the Authority is to provide financing for the acquisition, construction, , improvement and rehabilitation of real property in accordance with applicable provisions of law for the benefit of residents and communities. In pursuit of this purpose, this Agreement provides for the joint exercise of powers common to any of its Members and Associate Members as provided herein, or otherwise authorized by the Act and other applicable laws, including assisting

in financing as authorized herein, jointly exercised in the manner set forth herein.

### **3. Principal Place of Business**

The principal office of the Authority shall be 1215 K Street, Suite 1650, Sacramento, California 95814.

### **4. Creation of Authority; Addition of Members or Associate Members**

a. The Authority is hereby created pursuant to the Act. As provided in the Act, the Authority shall be a public entity separate and distinct from the Members or Associate Members.

b. The Authority will cause a notice of this Agreement or any amendment hereto to be prepared and filed with the office of the Secretary of State of California in a timely fashion in the manner set forth in Section 6503.3 of the Act.

c. A county that is a member of RCRC may petition to become a member of the Authority by submitting to the Board a resolution or evidence of other formal action taken by its governing body adopting this Agreement. The Board shall review the petition for membership and shall vote to approve or disapprove the petition. If the petition is approved by a majority of the Board, such county shall immediately become a Member of the Authority.

d. An Associate Member may be added to the Authority upon the affirmative approval of its respective governing board and pursuant to action by the Authority Board upon such terms and conditions, and with such rights, privileges and responsibilities, as may be established from time to time by the Board. Such terms and conditions, and rights, privileges and responsibilities may vary among the Associate Members. Associate Members shall be entitled to participate in one or more programs of the Authority as determined by the Board, but shall not be voting members of the Board. The Executive Director of the Authority shall enforce the terms and conditions for prospective Associate Members to the Authority as provided by resolution of the Board and as amended from time to time by the Board. Changes in the terms and conditions for Associate Membership by the Board will not constitute an amendment of this Agreement.

### **5. Term and Termination of Powers**

This Agreement shall become effective from the date hereof until the earlier of the time when all Bonds and any interest thereon shall have been paid in full, or provision for such payment shall have been made, or when the Authority shall no longer own or hold any interest in a public capital improvement or program. The Authority shall continue to exercise the powers herein conferred upon it until termination of this Agreement, except that if any Bonds are issued and delivered, in no event shall the exercise of the powers herein granted be terminated until all Bonds so issued and delivered and the interest thereon shall have been paid or provision for such payment shall have been made and any other debt incurred with respect to any other financing program established or administered by the Authority has been repaid in full and is no longer outstanding.

### **6. Powers; Restriction upon Exercise**

a. To effectuate its purpose, the Authority shall have the power to exercise any and all powers of the Members or of a joint powers authority under the Act and other applicable provisions of law, subject, however, to the conditions and restrictions herein contained. Each Member or Associate Member may also separately exercise any and all such powers. The powers of the Authority are limited to those of a general law county.

b. The Authority may adopt, from time to time, such resolutions, guidelines, rules and regulations for the conduct of its meetings and the activities of the Authority as it deems necessary or desirable to accomplish its purpose.

c. The Authority shall have the power to finance the construction, acquisition, improvement and rehabilitation of real property, including the power to purchase, with the amounts received or to be received by it pursuant to a bond purchase agreement, bonds issued by any of its Members or Associate Members and other local agencies at public or negotiated sale, for the purpose set forth herein and in accordance with the Act. All or any part of such bonds so purchased may be held by the Authority or resold to public or private purchasers at public or negotiated sale. The Authority shall set any other terms and conditions of any purchase or sale contemplated herein as it deems necessary or convenient and in furtherance of the Act. The Authority may issue or cause to be issued Bonds or other indebtedness, and pledge any of its property or revenues as security to the extent permitted by resolution of the Board under any applicable provision of law. The Authority may issue Bonds in accordance with the Act in order to raise funds necessary to effectuate its purpose hereunder and may enter into agreements to secure such Bonds. The Authority may issue other forms of indebtedness authorized by the Act, and to secure such debt, to further such purpose. The Authority may utilize other forms of capital, including, but not limited to, the Authority's internal resources, capital markets and other forms of private capital investment authorized by the Act.

d. The Authority is hereby authorized to do all acts necessary for the exercise of its powers, including, but not limited to:

- (1) executing contracts,
- (2) employing agents, consultants and employees,
- (3) acquiring, constructing or providing for maintenance and operation of any building, work or improvement,
- (4) acquiring, holding or disposing of real or personal property wherever located, including property subject to mortgage,
- (5) incurring debts, liabilities or obligations,
- (6) receiving gifts, contributions and donations of property, funds, services and any other forms of assistance from persons, firms, corporations or governmental entities,
- (7) suing and being sued in its own name, and litigating or settling any suits or claims,
- (8) doing any and all things necessary or convenient to the exercise of its specific powers and to accomplishing its purpose
- (9) establishing and/or administering districts to finance and refinance the acquisition, installation and improvement of energy efficiency, water

conservation and renewable energy improvements to or on real property and in buildings. The Authority may enter into one or more agreements, including without limitation, participation agreements and implementation agreements to implement such programs.

e. Subject to the applicable provisions of any indenture or resolution providing for the investment of monies held thereunder, the Authority shall have the power to invest any of its funds as the Board deems advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code of the State of California.

f. All property, equipment, supplies, funds and records of the Authority shall be owned by the Authority, except as may be provided otherwise herein or by resolution of the Board.

g. Pursuant to the provisions of Section 6508.1 of the Act, the debts, liabilities and obligations of the Authority shall not be debts, liabilities and obligations of the Members or Associate Members. Any Bonds, together with any interest and premium thereon, shall not constitute debts, liabilities or obligations of any Member. The Members or Associate Members hereby agree that any such Bonds issued by the Authority shall not constitute general obligations of the Authority but shall be payable solely from the moneys pledged to the repayment of principal or interest on such Bonds under the terms of the resolution, indenture, trust, agreement or other instrument pursuant to which such Bonds are issued. Neither the Members or Associate Members nor the Authority shall be obligated to pay the principal of or premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members or Associate Members or the Authority shall be pledged to the payment of the principal of or premium, if any, or interest on the Bonds, nor shall the Members or Associate Members of the Authority be obligated in any manner to make any appropriation for such payment. No covenant or agreement contained in any Bond shall be deemed to be a covenant or agreement of any Delegate, or any officer, agent or employee of the Authority in an individual capacity, and neither the Board nor any officer thereof executing the Bonds or any document related thereto shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

## **7. Governing Board**

a. The Board shall consist of the number of Delegates equal to one representative from each Member.

b. The governing body of each Member shall appoint one of its Supervisors to serve as a Delegate on the Board. A Member's appointment of its Delegate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until he or she is replaced by such governing body or no longer a Supervisor; any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph b..

c. The governing body of each Member of the Board shall appoint a Supervisor as an alternate to serve on the Board in the absence of the Delegate; the alternate may exercise all the

rights and privileges of the Delegate, including the right to be counted in constituting a quorum, to participate in the proceedings of the Board, and to vote upon any and all matters. No alternate may have more than one vote at any meeting of the Board, and any Member's designation of an alternate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until such alternate is replaced by his or her governing body or is no longer a Supervisor, unless otherwise specified in such appointment. Any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph c..

d. Any person who is not a member of the governing body of a Member and who attends a meeting on behalf of such Member may not vote or be counted toward a quorum but may, at the discretion of the Chair, participate in open meetings he or she attends.

e. Each Associate Member may designate a non-voting representative to the Board who may not be counted toward a quorum but who may attend open meetings, propose agenda items and otherwise participate in Board Meetings.

f. Delegates shall not receive compensation for serving as Delegates, but may claim and receive reimbursement for expenses actually incurred in connection with such service pursuant to rules approved by the Board and subject to the availability of funds.

g. The Board shall have the power, by resolution, to the extent permitted by the Act or any other applicable law, to exercise any powers of the Authority and to delegate any of its functions to the Executive Committee or one or more Delegates, officers or agents of the Authority, and to cause any authorized Delegate, officer or agent to take any actions and execute any documents for and in the name and on behalf of the Board or the Authority.

h. The Board may establish such committees as it deems necessary for any lawful purpose; such committees are advisory only and may not act or purport to act on behalf of the Board or the Authority.

i. The Board shall develop, or cause to be developed, and review, modify as necessary, and adopt each Program.

## **8. Meetings of the Board**

a. The Board shall meet at least once annually, but may meet more frequently upon call of any officer or as provided by resolution of the Board.

b. Meetings of the Board shall be called, noticed, held and conducted pursuant to the provisions of the Ralph M. Brown Act, Chapter 9 (commencing with Section 54950) of Part I of Division 2 of Title 5 of the Government Code of the State of California.

c. The Secretary of the Authority shall cause minutes of all meetings of the Board to be taken and distributed to each Member as soon as possible after each meeting.

d. The lesser of twelve (12) Delegates or a majority of the number of current Delegates shall constitute a quorum for transacting business at any meeting of the Board, except

that less than a quorum may act to adjourn a meeting. Each Delegate shall have one vote.

e. Meetings may be held at any location designated in notice properly given for a meeting and may be conducted by telephonic or similar means in any manner otherwise allowed by law.

## **9. Officers; Duties; Official Bonds**

a. The Board shall elect a chair and vice chair from among the Delegates at the Board's annual meeting who shall serve a term of one (1) year or until their respective successor is elected. The chair shall conduct the meetings of the Board and perform such other duties as may be specified by resolution of the Board. The vice chair shall perform such duties in the absence or in the event of the unavailability of the chair.

b. The Board shall contract annually with RCRC to administer the Agreement and to provide administrative services to the Authority, and the President and Chief Executive Officer of RCRC shall serve *ex officio* as Executive Director, Secretary, Treasurer, and Auditor of the Authority. As chief executive of the Authority, the Executive Director is authorized to execute contracts and other obligations of the Authority, unless prior Board approval is required by a third party, by law or by Board specification, and to perform other duties specified by the Board. The Executive Director may appoint such other officers as may be required for the orderly conduct of the Authority's business and affairs who shall serve at the pleasure of the Executive Director. Subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent, the Executive Director, as Treasurer, is designated as the custodian of the Authority's funds, from whatever source, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act. The Executive Director, as Auditor, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act.

c. The Legislative Advocate for the Authority shall be the Rural County Representatives of California.

d. The Treasurer and Auditor are public officers who have charge of, handle, or have access to all property of the Authority, and a bond for such officer in the amount of at least one hundred thousand dollars (\$100,000.00) shall be obtained at the expense of the Authority and filed with the Executive Director. Such bond may secure the faithful performance of such officer's duties with respect to another public office if such bond in at least the same amount specifically mentions the office of the Authority as required herein. The Treasurer and Auditor shall cause periodic independent audits to be made of the Authority's books by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act.

e. The business of the Authority shall be conducted under the supervision of the Executive Director by RCRC personnel.

## **10. Executive Committee of the Authority**

a. Composition

The Authority shall appoint nine (9) members of its Board to serve on an Executive Committee.

b. Powers and Limitations

The Executive Committee shall act in an advisory capacity and make recommendations to the Authority Board. Duties will include, but not be limited to, review of the quarterly and annual budgets, service as the Audit Committee for the Authority, periodically review this Agreement; and complete any other tasks as may be assigned by the Board. The Executive Committee shall be subject to all limitations imposed by this Agreement, other applicable law, and resolutions of the Board.

c. Quorum

A majority of the Executive Committee shall constitute a quorum for transacting business of the Executive Committee.

**11. Disposition of Assets**

Upon termination of this Agreement, all remaining assets and liabilities of the Authority shall be distributed to the respective Members in such manner as shall be determined by the Board and in accordance with the law.

**12. Agreement Not Exclusive; Operation in Jurisdiction of Member**

This Agreement shall not be exclusive, and each Member expressly reserves its rights to carry out other public capital improvements and programs as provided for by law and to issue other obligations for those purposes. This Agreement shall not be deemed to amend or alter the terms of other agreements among the Members or Associate Members.

**13. Conflict of Interest Code**

The Authority shall by resolution adopt a Conflict of Interest Code as required by law.

**14. Contributions and Advances**

Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by any Member, Associate Member or any other public agency to further the purpose of this Agreement. Payment of public funds may be made to defray the cost of any contribution. Any advance may be made subject to repayment, and in that case shall be repaid in the manner agreed upon by the advancing Member, Associate Member or other public agency and the Authority at the time of making the advance.

**15. Fiscal Year; Accounts; Reports; Annual Budget; Administrative Expenses**

a. The fiscal year of the Authority shall be the period from January 1 of each year to and including the following December 31, except for any partial fiscal year resulting from a change

in accounting based on a different fiscal year previously.

b. Prior to the beginning of each fiscal year, the Board shall adopt a budget for the succeeding fiscal year.

c. The Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles. The books and records of the Authority are public records and shall be open to inspection at all reasonable times by each Member and its representatives.

d. The Auditor shall either make, or contract with a certified public accountant or public accountant to make, an annual audit of the accounts and records of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California, and shall conform to generally accepted auditing standards. When an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member (and also with the auditor of Sacramento County as the county in which the Authority's office is located) within 12 months after the end of the fiscal year.

e. In any year in which the annual budget of the Authority does not exceed five thousand dollars (\$5,000.00), the Board may, upon unanimous approval of the Board, replace the annual audit with an ensuing one-year period, but in no event for a period longer than two fiscal years.

#### **16. Duties of Members or Associate Members; Breach**

If any Member or Associate Member shall default in performing any covenant contained herein, such default shall not excuse that Member or Associate Member from fulfilling its other obligations hereunder, and such defaulting Member or Associate Member shall remain liable for the performance of all covenants hereof. Each Member or Associate Member hereby declares that this Agreement is entered into for the benefit of the Authority created hereby, and each Member or Associate Member hereby grants to the Authority the right to enforce, by whatever lawful means the Authority deems appropriate, all of the obligations of each of the parties hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative, and the exercise of one right or remedy shall not impair the right of the Authority to any or all other remedies.

#### **17. Indemnification**

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Board Delegate, alternate, officer, consultant, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Delegate, alternate, officer, consultant, employee or other agent of the Authority. Such indemnification may be made against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal

proceeding, had no reasonable cause to believe his or her conduct was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

## **18. Immunities**

All of the privileges and immunities from liabilities, exemptions from law, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any of the Members or Associate Members when performing their respective functions, shall apply to them to the same degree and extent while engaged as Delegates or otherwise as an officer, agent or other representative of the Authority or while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

## **19. Amendment**

This Agreement may be amended by the adoption of the amendment by the governing bodies of a majority of the Members. The amendment shall become effective on the first day of the month following the last required member agency approval. An amendment may be initiated by the Board, upon approval by a majority of the Board. Any proposed amendment, including the text of the proposed change, shall be given by the Board to each Member's Delegate for presentation and action by each Member's board within 60 days, which time may be extended by the Board.

The list of Members, Attachment 1, may be updated to reflect new and/or withdrawn Members without requiring formal amendment of the Agreement by the Authority Board of Directors.

## **20. Withdrawal of Member or Associate Member**

If a Member withdraws as member of RCRC, its membership in the Authority shall automatically terminate. A Member or Associate Member may withdraw from this Agreement upon written notice to the Board; provided however, that no such withdrawal shall result in the dissolution of the Authority as long as any Bonds or other obligations of the Authority remain outstanding. Any such withdrawal shall become effective thirty (30) days after a resolution adopted by the Member's governing body which authorizes withdrawal is received by the Authority. Notwithstanding the foregoing, any termination of membership or withdrawal from the Authority shall not operate to relieve any terminated or withdrawing Member or Associate Member from Obligations incurred by such terminated or withdrawing Member or Associate Member prior to the time of its termination or withdrawal.

## **20. Miscellaneous**

a. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

b. **Construction.** The section headings herein are for convenience only and are not to

be construed as modifying or governing the language in the section referred to.

c. **Approvals.** Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

d. **Jurisdiction; Venue.** This Agreement is made in the State of California, under the Constitution and laws of such State and is to be so construed; any action to enforce or interpret its terms shall be brought in Sacramento County, California.

e. **Integration.** This Agreement is the complete and exclusive statement of the agreement among the parties hereto, and it supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the parties relating to the subject matter of this Agreement.

f. **Successors; Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the Board.

g. **Severability.** Should any part, term or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

The parties hereto have caused this Agreement to be executed and attested by their properly authorized officers.

AS ADOPTED BY THE MEMBERS:

Originally dated July 1, 1993  
Amended and restated December 10, 1998  
Amended and restated February 18, 1999  
Amended and restated September 18, 2002  
Amended and restated January 28, 2004  
Amended and restated December 10, 2014

*[SIGNATURES ON FOLLOWING PAGES]*

SIGNATURE PAGE FOR NEW ASSOCIATE MEMBERS

NAME OF COUNTY OR CITY:

\_\_\_\_\_

Dated: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

By \_\_\_\_\_  
[Clerk of the Board Supervisors or City Clerk]

**AFTER EXECUTION, PLEASE SEND TO:**

YGRENE ENERGY FUND  
ATTN: LEGAL DEPARTMENT  
815 5<sup>TH</sup> STREET  
SANTA ROSA CA 95404

**ATTACHMENT 1**  
**CALIFORNIA HOME FINANCE AUTHORITY MEMBERS**

**As of December 10, 2014**

Alpine County  
Amador County  
Butte County  
Calaveras County  
Colusa County  
Del Norte County  
El Dorado County  
Glenn County  
Humboldt County  
Imperial County  
Inyo County  
Lake County  
Lassen County  
Madera County  
Mariposa County  
Mendocino County  
Merced County  
Modoc County  
Mono County  
Napa County  
Nevada County  
Placer County  
Plumas County  
San Benito County  
Shasta County  
Sierra County  
Siskiyou County  
Sutter County  
Tehama County  
Trinity County  
Tuolumne County  
Yolo County  
Yuba County



# Placentia City Council

## **AGENDA REPORT**

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: CHIEF OF POLICE

DATE: DECEMBER 6, 2016

SUBJECT: **PURCHASE OF REPLACEMENT POLICE SERVICE RIFLES, 40MM "LESS-THAN-LETHAL" LAUNCHERS, BALLISTIC SAFETY EQUIPMENT, AND ASSOCIATED TRAINING**

FISCAL

IMPACT: EXPENSE: EXPENDITURE OF ASSET FORFEITURE FUNDS NOT-TO-EXCEED \$190,000.00 TO PURCHASE EQUIPMENT (ACCOUNT #213041-6840) FY 2016-2017 BUDGET

### **SUMMARY:**

Police Department Staff recently conducted a review of the Police Department's existing rifles, "Less-than-Lethal" shotguns, and ballistic safety equipment (helmets, plates, and carriers) for the purpose of determining if the department met current best safety and professional standards as well as to ensure the City's officers are protected thoroughly. Staff concluded that the existing rifles being utilized were over 20 years old and the "Less-than-Lethal" shotguns do not conform to modern standards and are ineffective. Additionally, issued ballistic helmets are approximately 20 years old and in a state of disrepair. Furthermore, officers do not currently have ballistic plates and carriers to protect themselves from heavily armed criminals.

After conducting a thorough review of various new equipment in these categories, Staff is recommending the purchase of new modern police service rifles, "less-than-lethal" launchers, and ballistic safety equipment to replace existing department equipment which has reached its end of service life and is no longer reliable or safe. In addition, since these are newer rifles, Staff is recommending that sworn personnel attend P.O.S.T. certified Rifle Training provided by National Training Concepts Asset forfeiture funds will be used for these purchases and no General Fund dollars will be utilized.

### **RECOMMENDATION:**

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

1. Adopt Resolution R-2016-XX, A Resolution of the City Council of the City of Placentia, California, authorizing a budget amendment in Fiscal Year 2016-17 increasing the expenditure budget in the asset forfeiture fund in the amount of \$190,000.00 in compliance

**1.h.**

**December 6, 2016**

with City Charter §§ 1206 and 1209 pertaining to appropriations for actual expenditures;  
and

2. Approve the purchase of fifty (50) Sig Sauer MCX rifles from Adamson Industries for an amount-not-to exceed \$105,000.00; and
3. Approve the purchase of eight (8) Safaril and Def-Tec LMT 40MM "Less-Than-Lethal" launcher kits from Aardvark Tactical for an amount not-to-exceed \$10,000; and
4. Approve the purchase of fifty (50) Airframe ATX Ballistic Helmets from Crye Precision, LLC for an amount not-to-exceed \$42,500.00; and
5. Approve the purchase of one hundred (100) Ballistic Plates (50 Front and 50 Back plates) from Longfri Technologies for an amount not-to-exceed \$12,000.00; and
6. Approve the purchase of fifty (50) 5.11 Ballistic Plate carriers from Galls, Inc. for an amount not-to-exceed \$7,000.00; and
7. Approve the purchase of P.O.S.T. certified Rifle Training for sworn personnel from National Training Concepts for an amount not-to-exceed \$13,500.00; and
8. Authorize the City Administrator or his designee to execute all necessary documents to effectuate these actions.

### **DISCUSSION:**

Staff recently conducted a review of the Police Department's (Department) existing rifle, "Less-than-Lethal" shotguns, and ballistic safety equipment (helmets, plates, and carriers) for the purpose of determining if the Department met the best safety and professional standards. Staff concluded that the existing rifles being utilized were over 20 years old and the "Less-than-Lethal" shotguns do not conform to modern standards and are ineffective. Additionally, issued ballistic helmets are approximately 20 years old and in a state of disrepair. Furthermore, officers do not currently have ballistic plates and carriers to protect themselves from heavily armed criminals.

The service life of a firearm is assessed by the inspection of its mechanical parts, the level of maintenance required, and the demonstrated accuracy and reliability of the firearm. The Department acquired many of its current rifle inventory through the Federal government 1033 program. These rifles were first used by the United States Military during the Vietnam era and later acquired and used by the California Highway Patrol for several years before being acquired by the Department, which has now utilized many of these rifles for approximately 20 years. Additionally, many of these rifles are affixed with 20 inch barrels and fixed stocks, making it difficult to use them in close quarter and "active shooter" situations. The Department has determined that, due to an increase in maintenance, their reduced level of reliability, and their ineffectiveness in certain settings, these rifles are approaching their end of service life.

Based upon a thorough review of various rifle types and vendors conducted by Staff, the 5.56MM caliber MCX rifle with an 11.5 inch barrel, affixed suppressor, and red dot optics manufactured by

Sig Sauer is being recommended as the replacement rifle. This rifle was chosen because it has the capability of a reliable and accurate firearm and is designed for close quarter operations. Sig Sauer is a highly reputable manufacturer of firearms with excellent customer service. If approved, all sworn personnel, as first responders, will be issued an MCX rifle that is personally set-up for the individual officer. Staff recommends purchasing the Sig-Sauer MCX 5.56 MM rifles from Adamson Industries, the lowest of three bidders.

The Department's "Less-than-Lethal" shotguns are also approximately 20 years old and do not conform to modern standards. They are no longer deployed due to their ineffectiveness. Staff has determined that a 40mm launcher has a better sighting system and a more effective "Less-than-Lethal" sponge round than the current shotgun system. Safaril and Def-Tec is a well known manufacturer of high quality "less-than-lethal" weapons. After thorough review of vendors and this type of "less than-lethal" weapon, Staff recommends purchasing Safaril and Def-Tec LMT 40MM launchers from Aardvark Tactical as a single source bidder. Aardvark Tactical is the authorized Southern California distributor for Safaril and Def-Tec LMT 40MM launchers. The only known competitor, ALS Technologies, was based out of state and was unable to provide any test products.

Currently, sworn officers are issued helmets that are approximately 20 or more years old. Many of these helmets are in a state of disrepair and outdated ballistic material make the helmet heavy and cumbersome for prolonged use. Modern helmets are much lighter and cooler while providing superior ballistic protection. Currently, the Department's S.W.A.T. operators are issued ballistic helmets purchased directly from the manufacturer, Crye Precision, LLC. Staff recommends purchasing the same helmets from Crye Precision, LLC, as a sole source bidder as they are the direct manufacturer and due to Crye's unique design which provides additional protection, comfort, and utilization for officers.

Currently, officers are only issued soft body armor. While this body armor is comfortable and concealable, it is designed to only stop handgun rounds and not rifle rounds. Given recent events and civilian access to rifles, officers need armored plates with carriers designed to stop modern rifle rounds and to protect them during "active shooter" incidents. Polyethylene is a lightweight material that provides NIJ Level III+ protection capable of stopping most modern rifle calibers. Longfri Technologies is a direct manufacturer of polyethylene ballistic plates and the lowest of three bidders.

The armored plates need to be paired with a unique vest (carrier) for rapid deployment. Each officer will be issued a properly fitted carrier. Staff evaluated several different brands of carriers and chose the 5.11 Tactical Tactec Plate Carrier for its enhanced comfort and freedom of movement. Galls, Inc. is the local distributor of 5.11 Tactical Tactec Plate Carriers and the lowest of three carrier bids.

In order to carry a Police Service Rifle, sworn personnel must attend a 16 hour P.O.S.T. certified basic rifle course provided by P.O.S.T. certified rifle instructors. National Training Concepts is an Orange County based P.O.S.T. rifle instructor program and the only local P.O.S.T. certified course capable of providing training to all of our sworn personnel at once. National Training Concepts has provided training to the Department for several years.

These equipment purchases will provide all sworn officers an "Active Shooter" kit (Police Service Rifle, ballistic helmet, and armored plates with carrier) for an immediate self-contained response to active shooter incidents. Additionally, patrol and supervisor units will be equipped with 40MM "Less-than-Lethal" launchers to provide an additional tool when confronted with violent persons. Combined, this equipment will provide sworn personnel with state-of-the-art features and capabilities needed to deal with today's threats.

All of these purchases will be made with Asset Forfeiture funds. Both state and federal laws allow law enforcement agencies to seize assets that represent the proceeds of or were connected to drug trafficking and other criminal acts. The primary mission of the Asset Forfeiture Program is to employ asset forfeiture powers in a manner that enhances public safety and security. This is accomplished by removing the proceeds of crime and other assets relied upon by criminals and their associates to perpetuate criminal activity. No General Fund monies will be used.

**FISCAL IMPACT:**

All recommended purchases, not-to-exceed \$190,000.00, will be made utilizing Asset Forfeiture funds. No General Fund monies will be used.

Prepared by:



Eric Point  
Police Captain

Reviewed and approved:



Darin Lenyi  
Chief of Police

Reviewed and approved:



Larry Schroeder  
Interim Chief Financial Officer

Reviewed and approved:



Damien R. Arrula  
City Administrator

**Attachments:**

1. Resolution No. R-2016-XX
2. Equipment Quotes

RESOLUTION NO. R-2016-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2016-17 INCREASING THE EXPENDITURE BUDGET IN THE ASSET FORFEITURE FUND IN THE AMOUNT OF \$190,000.00 IN COMPLIANCE WITH CITY CHARTER §§ 1206 AND 1209 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES.

**A. Recitals**

(i). The adopted budget for the 2016-17 Fiscal Year sets out estimated appropriations for City expenses throughout the year.

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

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

**B. Resolution**

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

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

2. The adopted budget for Fiscal Year 2016-17, Resolution No. R-2016-34, as heretofore amended, hereby is amended to reflect the following transfer of funds from the Accounts specified to the Account specified and the corresponding appropriation:

FUND	DESCRIPTION	DEPARTMENT	GL ACCOUNT #	AMOUNT	TYPE
Asset Forfeiture	Replacement safety Equipment	Police Dept	213041-6840	\$190,000.00	Expense
Asset Forfeiture	Decrease in Fund Balance	Police Dept	225-3001	\$190,000.00	Fund Balance

**PASSED, ADOPTED AND APPROVED this 6<sup>th</sup> day of December, 2016.**

\_\_\_\_\_  
JEREMY B. YAMAGUCHI, MAYOR

Attest:

\_\_\_\_\_  
PATRICK J. MELIA, CITY CLERK

STATE OF CALIFORNIA  
COUNTY OF ORANGE

I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 6<sup>th</sup> day of December, 2016 by the following vote:

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

\_\_\_\_\_  
PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CHRISTIAN BETTENHAUSEN, CITY ATTORNEY



**Quotation**

<b>DATE</b> Oct 4, 2016	<b>PAGE</b> 1
<b>ORDER NUMBER</b> SC048932	

10764 Noel Street  
Los Alamitos, CA 90720  
PH: (800) 824-0162 FX: (800) 824-0112

<b>Sold To</b>	PLACENTIA, CITY OF ATTN: FINANCE DEPT 401 E CHAPMAN STREET PLACENTIA, CA 92870
----------------	---

<b>Ship To</b>	PLACENTIA POLICE DEPARTMENT ATTN: KATIE HOLTSCRAW 401 E. CHAPMAN AVENUE PLACENTIA, CA 92870
----------------	--

REFERENCE	PO NUMBER	CUSTOMER NO	SALESPERSON	ORDER DATE	SHIP VIA	TERMS
		AC1384	CHASE	Oct 4, 2016	FED04	NETO30

QUANTITY			ITEM NUMBER	DESCRIPTION	UNIT PRICE	UNIT	AMOUNT
ORD	SHIP	B/O					
50	0	50	824/WRMCX-11B-TFSA L-SBR	MCX 5.56MM RIFLE 11.5" BRL SEMI FOLDING SIGHTS/STOCK ***ANNOTATE STOCK TYPE***	1,180.00	EA	59,000.00
50	0	50	824/SRD556-QD	5.56MM SUPPRESSOR S/S W/FAST ATTACH WITH TAPER-LOK	390.00	EA	19,500.00
50	0	50	824/SOR41301	SIG SAUER ROMEO4M 2MOA RUGGD RED DOT/CIRCLE DOT TORX/QR MNT	297.00	EA	14,850.00
<b>This quote is valid for 60 days</b>							

	<b>Subtotal</b>	<b>93,350.00</b>
	<b>Total Sales Tax</b>	<b>7,468.00</b>
	<b>Total Order</b>	<b>100,818.00</b>

Original

# PROFORCE LAW ENFORCEMENT

3009 North Highway 89  
Tel: (928) 776-7192  
sales@proforceonline.com  
FFL # 9-86-025-01-4G-00608

Prescott, AZ 86301  
Fax: (928) 445-3468  
www.proforceonline.com

P R I C E	QUOTE#	PAGE
	329204	1
Q U O T E	SHIP DATE	
	A.S.A.P.	

SOLD  
TO

CITY OF PLACENTIA  
401 E CHAPMAN AVE  
ACTS PAYABLE  
PLACENTIA CA 92670

SHIP  
TO

PLACENTIA POLICE DEPARTMENT  
DET. JASON REGER/RANGERMMASTER  
401 E. CHAPMAN AVE  
PLACENTIA CA 92870

714-524-3459

JOB #	DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	10/05/16	000218	A	GREGG MCCLUNG	FX G-FOB ORIGIN	

QTY. QUOTED	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
50	NON-STOCK SIG ITEM# SRD556-QD	404.0200	EA .00	20,201.00
50	SOR41301 SIG ROMEO4M RED DOT SGT 2MOA TORX MOUNT	309.9800	EA .00	15,499.00
50	NON-STOCK SIG ITEM# WRMCX-11B-TFSAL-SBR	1,257.5700	EA .00	62,878.50
1	XFET THIS ITEM FET OUT	.0000	EA .00	.00
<p>IMPORTANT NOTICES: This quotation is based on the issuance of a department purchase order, F.A.E.T. Exemption, payment by check in 30 days (unless otherwise agreed) and in stated quantities. ATF or the manufacturer may require additional forms. Sample forms may be found at: <a href="http://www.ProForceonline.com/forms.htm">http://www.ProForceonline.com/forms.htm</a></p> <p>Ordering Instructions: Please fax a copy of the department purchase order and F.E.T. form to (928)445-3468. PLEASE MAIL ORIGINALS to ProForce Law Enforcement, 3009 N. Hwy 89, Prescott, AZ 86301.</p> <p>Standard Terms are Net 30 days. If department policy does</p>				

COMMENT

TERMS

# PROFORCE LAW ENFORCEMENT

3009 North Highway 89 Prescott, AZ 86301  
 Tel: (928) 778-7192 Fax: (928) 446-3488  
 sales@proforceonline.com www.proforceonline.com  
 FFL # 9-88-025-01-4G-00808

P R I C E  Q U O T E	QUOTE#	PAGE
	329204	2
	SHIP DATE	
	A.S.A.P.	

SOLD TO

CITY OF PLACENTIA  
 401 E CHAPMAN AVE  
 ACTS PAYABLE  
 PLACENTIA CA 92670

SHIP TO

PLACENTIA POLICE DEPARTMENT  
 DET. JASON REGER/RANGERMASER  
 401 E. CHAPMAN AVE  
 PLACENTIA CA 92870

714-524-3459

JOB #	DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	10/05/16	000218	A	GREGG MCCLUNG	FX G-FOB ORIGIN	

QTY. QUOTED	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
	<p>not allow for partial shipments and payments, separate purchase orders for each item will be necessary.</p> <p>Standard manufacturer's warranty applies to all department purchases unless otherwise specifically noted.</p> <p>This quote is valid for 45 days from the date of issue, pending credit approval, and is subject to manufacturer's availability and price change. Please call (800) 367-5855 if this bid is still pending on the expiration date for updated pricing.</p> <p>A 20% restocking fee will apply to all returned goods. Please call us for a return authorization number.</p>			

COMMENT FOR: JASON REGER  BY: KARI MARTIN  TERMS DUE NET 30 DAYS	SALES AMOUNT	98,578.50
	8.000% SALES TAX	7,886.28
	SUB TOTAL	106,464.78



**PUBLIC SAFETY SALES**  
**72 PEASE BOULEVARD**  
**NEWINGTON, NH 03801**  
**TEL: 603-610-3000**  
**FAX: 603-610-3008**

Bill To Name	Placentia Police Department	Created Date	11/29/2016
Bill To	401 E Chapman Ave Placentia, CA 92870	Expiration Date	2/27/2017
Contact Name	Jason Reger	Quote Name	2016-TL-92870-1
Phone	714-993-8154		
Fax	714-524-3459		
Email	<a href="mailto:jregger@placentia.org">jregger@placentia.org</a>		

**Quote Lines**

Quantity	Product	Product Description	Agency Price	Total Price
50.00	SOR41301	ROMEO4M RED DOT SIGHT, 2 MOA RED DOT WITH CIRCLE DOT, 0.5 MOA ADJ, SIDE BATTERY, TORX MOUNTS, RUGGEDIZED, GRAPHITE	USD 316.09	USD 15,804.50
50.00	SRD556-QD	SUPPRESSOR, 5.56MM, STAINLESS, FAST ATTACH WITH TAPER-LOKTM MUZZLE BRAKE 1/2X28	USD 452.00	USD 22,600.00
50.00	WRMCX-11B-TFSAL-SBR	SIGMCX, 5.56 NATO, SBR, 11.5IN, CQB, BLK, SEMI, FOLD SIGHTS, FOLD STOCK, AL KM HG, (1) 30RD AL MAG	USD 1,290.91	USD 64,545.50

The AGENCY is responsible for all applicable State, County and City taxes. Where applicable, please advise specific rate.

Subtotal	USD 102,950.00
Total Trade In Value	USD 0.00
Quote Total	USD 102,950.00

**IMPORTANT: Please specify your duty and training ammo types when submitting your purchase order.**

PAYMENT TERMS: Net 30 Days - No further discounts

Tony Levatino

(949) 716-3443

SIG SAUER is an ISO 9001 : 2000 Certified Company, Manufacturing in Newington, New Hampshire.



1935 Puddingstone Drive  
 La Verne, CA 91750  
 TEL: (909) 451-6100 FAX: (909) 392-3823  
 FED TAX ID: 95-4451904

# QUOTE

Quote# **QUO-09492-S1X029**  
 Date: **11/1/2016**  
 Payment Terms:  
 Page: **1 of 2**  
 Expiration Date: **1/31/2017**

**Bill To:** Placentia Police Dept  
 401 E Chapman Ave  
 Placentia, CA 92870  
 US

**Ship To:** Placentia Police Dept  
 401 E Chapman Ave  
 Placentia, CA 92870  
 US

Entered by	Customer No.	Shipping Method	PO Number/Contract #
Brittany Baeza	Placentia Police Department	BestWay	

	Qty	Item Number	CT	Description	Price	Ext Price
*	8	DT1425		40mm Tactical Single Launcher, Expandable Stock (ATF)	\$759.78	\$6,078.24
*	4	DT1820		Launcher Carry System Bag, Black	\$119.56	\$478.24
*	40	DT6323		Direct Impact® 40 mm Sponge Round - Inert (FET)	\$16.19	\$647.60
*	12	DT6326		Direct Impact® - 40 mm Sponge Round - Marking (FET)	\$16.85	\$202.20
*	1	DT6530		40 mm eXact iMpaCt™ / Direct Impact® 250-Shot Training Kit (FET)	\$891.30	\$891.30
*	2	DT1821		Accessory Pouch Kit #1, Black	\$255.43	\$510.86
*	9	ATH-10003		Buttstock Ammo Caddy	\$34.78	\$313.02



1935 Puddingstone Drive  
 La Verne, CA 91750  
 TEL: (909) 451-6100 FAX: (909) 392-3823  
 FED TAX ID: 95-4451904

# QUOTE

Quote# **QUO-09492-S1X0Z9**  
 Date: **11/1/2016**  
 Payment Terms:  
 Page: **2 of 2**  
 Expiration Date: **1/31/2017**

**Bill To:** Placentia Police Dept  
 401 E Chapman Ave  
 Placentia, CA 92870  
 US

**Ship To:** Placentia Police Dept  
 401 E Chapman Ave  
 Placentia, CA 92870  
 US

Entered by	Customer No.	Shipping Method	PO Number/Contract #
Brittany Baeza	Placentia Police Department	BestWay	

			* ORI# required for purchase * Letter of intent required for purchase * Please allow 12-14 weeks for delivery due to ATF approval * FET form required for purchase * Please contact Brittany Baeza at 909-451-6102 or bbaeza@aardvarktactical.com if you would like to place this order. Thank You!		
--	--	--	---	--	--

No return will be accepted unless a Return Authorization is issued prior to the goods being returned. If the error which necessitates the return is a result of an Aardvark error, no restocking fee will be charged. Merchandise may be returned within 30 days of purchase and buyer will be subject to a 20% restocking fee. All returns must be Freight Prepaid and in new sellable condition. Credit for the value of the returned merchandise (less restocking fees and shipping charges) will be made. Defective merchandise is not subject to any restocking fee. Customized orders are non-returnable.	Subtotal	\$9,121.46
	Freight	\$0.00
	Sales Tax	\$729.72
	<b>Total</b>	<b>\$9,851.18</b>
	www.integratedbyaardvark.com	

**Crye Precision, LLC**

63 Flushing Avenue Unit 252  
 Bldg 275 Rm 301  
 Brooklyn, NY 11205  
 USA  
**Phone:** (718) 246-3838  
**Fax:** (718) 246-3833

**Quotation**

<b>Date</b> Nov 17, 2016	<b>Page</b> 1
<b>Order Number</b> QT00010371	

**Sold To:**

PLACENTIA POLICE DEPARTMENT  
 401 E CHAPMAN AVE  
 Placentia, CA 92870-6101  
 US

**Ship To:**

PLACENTIA POLICE DEPARTMENT  
 401 E CHAPMAN AVE  
 Placentia, CA, 92870-6101  
 US

<b>Reference</b>	<b>PO Number</b>	<b>Customer No.</b> PL9287	<b>Salesperson</b>	<b>Order Date</b> Nov 17, 2016	<b>Ship Via</b> UPSGND	<b>Terms</b> N30
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Qty. Ord.	Qty. Shp.	Qty. B/O	Item Number	Description	Unit Price	UOM	Extended Price
60	0	50	HLM-AX1-31-LG3	AirFrame ATX Helmet OD Green Large 3-hole	682.10	ea	34,105.00
50	0	50	HLM-AE1-00-000	AirFrame Ears 01 Black	117.20	set	5,860.00
50	0	50	HLM-AR1-00-000	AirFrame Rails 01 Black	33.80	set	1,690.00
			HC	Shipping and Handling Freight Estimate			740.00

<p><b>Comments:</b></p> <p>Approximate 12 wk lead time from receipt of order                  Quote valid for 30 days</p>	<p><b>Tax Summary:</b></p> <p>AVATAX                      0.00</p>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black;"><b>Less</b></td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;"><b>Included Tax</b></td> <td style="border-bottom: 1px solid black; text-align: right;"><b>0.00</b></td> </tr> <tr> <td style="border-bottom: 1px solid black;"><b>Order Discount</b></td> <td style="border-bottom: 1px solid black; text-align: right;"><b>0.00</b></td> </tr> <tr> <td style="border-bottom: 1px solid black;"><b>Subtotal</b></td> <td style="border-bottom: 1px solid black; text-align: right;"><b>42,395.00</b></td> </tr> <tr> <td style="border-bottom: 1px solid black;"><b>Total sales tax</b></td> <td style="border-bottom: 1px solid black; text-align: right;"><b>0.00</b></td> </tr> <tr> <td><b>Total order</b></td> <td style="text-align: right;"><b>42,395.00</b></td> </tr> </table>	<b>Less</b>		<b>Included Tax</b>	<b>0.00</b>	<b>Order Discount</b>	<b>0.00</b>	<b>Subtotal</b>	<b>42,395.00</b>	<b>Total sales tax</b>	<b>0.00</b>	<b>Total order</b>	<b>42,395.00</b>
<b>Less</b>														
<b>Included Tax</b>	<b>0.00</b>													
<b>Order Discount</b>	<b>0.00</b>													
<b>Subtotal</b>	<b>42,395.00</b>													
<b>Total sales tax</b>	<b>0.00</b>													
<b>Total order</b>	<b>42,395.00</b>													



**Longfri Technologies Co., Ltd**

2734 Thompson Creek Rd, Unit C, Pomona, CA 91767  
Phone: (909)693-3069 website: www.longfri.com

To: J. Reger  
Detective  
Robbery/Homicide  
Detective Bureau  
Placentia Police Department

From: Ronggen Wan  
Longfri Technologies  
Phone: (909) 997-5270  
Email: [ronggenw@Longfri.com](mailto:ronggenw@Longfri.com)  
Date: 09/15/2016  
Quote #: 20160929-1

Phone: (714) 993-8187  
Email: [jreger@placentia.org](mailto:jreger@placentia.org)

Dear Reger

Per your request, I am pleased to offer you the following quote:

Item	Part #	Description	Unit Price	Qty	Ext Price
1	823-1012	Level III+ 10 x 12 PE Plate	\$110	100	\$11,000
<b>Total: (Does not and taxes)</b>					<b>\$11,000</b>
Lead Time: 2 week after receiving PO, Free shipping					

Please complete your PO and email PO to me.

Payment Term: Full payment prior to shipment

This quote is valid for 60 days from above date

Thanks for your business



**Price Quotation**

Quotation Date:	October 17, 2016
Quote Duration:	30 DAYS
Reference #:	N/A
Cust. Account #:	1000098741

**Company / Agency:** PLACENTIA POLICE DEPARTMENT  
**Customer / Contact:** L.T. POINT / BUSSE

**Quartermaster Contact:** Derick Rabaja  
 (562) 304-7320 / rabaja-derick@galls.com

<u>Stock Number</u>	<u>Product Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Total</u>
BY623B / 10079-01	POINT BLANK HARD ARMOR PLATE LEVEL IV 10X12	100	\$140.80	\$14,080.00

\*\*PIGGYBACK PRICING CONTRACT#179163 SAN BERNARDINO SHERIFF\*\*

\*Prices quoted are for quantities listed. Changes to quantities could affect your price +/- . Please contact your account manager for latest pricing updates. While most quotes are good for 30 days, please contact us for extensions.

\*\*\* Shipping cost at actual freight\*\*\* TBD

<b>Subtotal</b>	<b>\$14,080.00</b>
<b>Tax</b>	<b>\$1,126.40</b>
<b>S &amp; H</b>	<b>\$0.00</b>
<b>Grand Total</b>	<b>\$15,206.40</b>

Galls - 17600 Fabrica Way - Cerritos - CA - 90703 www.galls.com (800) 834-7744 Toll Free





**Price Quotation**

Quotation Date:	October 17, 2016
Quote Duration:	30 DAYS
Reference #:	N/A
Cust. Account #:	1000098741

**Company / Agency:** PLACENTIA POLICE DEPARTMENT  
**Customer / Contact:** LT. POINT / BUSSE

**Quartermaster Contact:** Derick Rabaja  
 (562) 304-7320 / rabaja-derick@galls.com

<u>Stock Number</u>	<u>Product Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Total</u>
BP210BLK	5.11 TACTICAL TACTEC PLATE CARRIER	50	\$123.95	\$6,197.50

\*Prices quoted are for quantities listed. Changes to quantities could affect your price +/- . Please contact your account manager for latest pricing updates. While most quotes are good for 30 days, please contact us for extensions.

\*\*\* Shipping cost at actual freight\*\*\*\* TBD

Subtotal	\$6,197.50
Tax	\$495.80
S & H	\$0.00
<b>Grand Total</b>	<b>\$6,693.30</b>

Galls - 17600 Fabrica Way - Cerritos - CA - 90703 www.galls.com (800) 834-7744 Toll Free



November 2, 2016

Hi Jason,

Below is the requested pricing quote.

Style 56100- Tactec Plate Carrier	\$189.99ea
	50 units
	<hr/>
Total cost (before tax)	\$9,499.50

Tax would be added to the order unless a tax exempt number is provided. This quote would include free ground shipping with UPS. Please keep in mind the items listed are on backorder until 12-9-16.

Please let me know if there is anything further I can assist you with,

Regards,

Lindsay Walker

**5.11® DEV CENTER**

1360 Reynolds  
Irvine, CA 92614  
Tel: 949.800.1511  
Fax: 949.777.4795

**5.11® OPS CENTER**

4300 Spyres Way  
Modesto, CA 95358  
Tel: 209.527.4511  
Fax: 209.527.1511



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF ADMINISTRATIVE SERVICES

DATE: DECEMBER 6, 2016

**SUBJECT: EAGLE SCOUT SERVICE PROJECT FOR POLICE DEPARTMENT MOTOR BARN AND WAIVER OF CITY PLAN CHECK AND PERMIT FEES**

FISCAL  
IMPACT: NONE: ALL FUNDS FOR THE PROJECT ARE RAISED THROUGH PRIVATE DONATIONS; WAIVER OF PLAN CHECK AND PERMIT FEES AND IN-HOUSE STAFF SUPPORT

### **INTRODUCTION:**

A Boy Scout Eagle Scout Candidate has proposed to renovate and improve the Placentia Police Department's Motor Barn for his Eagle Scout Service Project. The project entails making improvements that would provide a waterproof area for the motorcycles, improve the lighting and add equipment lockers (the "Project"). The Scout, who will plan, coordinate, and raise all necessary funds to construct the Project, seeks City Council approval and waiver of all permit and plan check fees for the Project.

### **RECOMMENDATION:**

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

1. Approve the Eagle Scout Service Project for Police Department Motor Barn Improvements; and
2. Waive all plan check and permit fees and authorize in-house staff support for this youth project; and
3. Authorize the City Administrator and/or his designee to execute all necessary documents, subject to City Attorney approval.

### **DISCUSSION:**

The City of Placentia encourages and supports the partnership with local volunteers to collaborate on various community outreach and service projects. Included in the list of partnership opportunities are Eagle Scout service projects. Eagle Scout candidates are required to plan, coordinate, and complete a significant project that will benefit others. The City has worked closely

**1.i.**

**December 6, 2016**

with the Scouts over the years on a myriad of projects that have both benefitted the community and provided an avenue for Eagle Scout candidates to successfully reach the pinnacle of scouting. Earlier this year a Civic Center Patio Renovation Project was completed at City Hall by Eagle Scout candidate Dylan Garner.

For the Police Department Motor Barn, Eagle Scout Service Project Boy Scout John Thomas approached members of the City Council and City Staff and presented the concept of renovating and improving the Police Department Motor Barn. The area was initially designed to house the Police Department motorcycles utilized daily by the Department's Traffic Division. The area is in need of renovation and Eagle Scout candidate Thomas is proposing making the necessary improvements that would provide a waterproof area for the motorcycles as well as improve the lighting and add equipment lockers. The project will serve as candidate Thomas' Eagle Scout Service Project, which is required in order to achieve the status of "Eagle Scout" within the Boy Scouts of America. An Eagle Scout Service Project is a significant project that must present an opportunity for planning, development, and leadership. A Scout must coordinate all aspects of the project including all fund raising to pay for the proposed improvements. As typical with other eagle scout projects that benefit the City directly, the City waives all plan check and permit fees.

Eagle Scout candidate Thomas has done an excellent job of working with Staff to present his ideas and concepts including working directly with the Police Department staff to ensure that the design meets all requirements and will properly serve the needs of the Traffic Division. Staff has been very impressed by Eagle Scout candidate Thomas' attention to detail as well as his display of professionalism throughout the initial phases of the process. In addition, Eagle Scout candidate Thomas has done an excellent job of communicating and following through on all of his responsibilities in the planning and presentation of his project.

Upon City Council approval of the Project, Staff will continue to work with Eagle Scout candidate Thomas on his preparation for construction of the project. In addition, Eagle Scout candidate Thomas will be responsible for continued communication and coordination with City Staff throughout the balance of the project. The project has an estimated completion date of January 2017. All funding for the Project will be through private donations acquired by Eagle Scout candidate Thomas.

Prepared by:



Stephen D. Pischel  
Director of Administrative Services

Reviewed and approved:



Damien R. Arrula  
City Administrator



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

FROM: CITY ADMINISTRATOR

DATE: DECEMBER 6, 2016

SUBJECT: **TEMPORARY PARKING PERMIT PROGRAM ON THE CORNER OF CROWTHER AVENUE AND MELROSE STREET**

### FISCAL

IMPACT: There is a minimal fiscal impact associated with the recommended action. The estimated cost to purchase and install the parking restriction street signs is approximately \$800. The cost to enforce the parking restrictions will be offset by parking citation revenues collected.

### SUMMARY:

The City Council may designate certain streets for permit parking pursuant to Vehicle Code Section 22507 and Placentia Municipal Code Chapter 13.52 in order to alleviate parking problems. For City Council's consideration is a proposal to create permit parking on the corner of Crowther Avenue and Melrose Avenue.

### RECOMMENDATION:

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

1. Adopt Resolution No. R-2016-XX, A Resolution of the City Council of the City of Placentia, California, Prohibiting Vehicle Parking and Authorizing the Establishment of Temporary Preferential Parking Privileges on Crowther Avenue and Melrose Street.

### DISCUSSION:

For the City Council's consideration is the creation of permit parking on the corner of Crowther Avenue and Melrose Street. Vehicle Code Section 22507 and Placentia Municipal Code Section 13.52.070 authorizes the City to restrict on-street parking during all or certain hours of the day. In creating permit parking, the City must designate specific streets and location where permit parking will be given to either residents and/or merchants adjacent to the streets for their use and the use of their guests for the purpose of resolving parking problems. *Friedman v. City of Beverly Hills*, (1996) 47 Cal. App. 4<sup>th</sup> 436. See also *Boccatto v. City of Hermosa Beach*, (1984) 158 Cal. App. 3d 804.

The City has a well-established permit parking program for residential neighborhoods. However, more recently, the City has also created permit parking zones in non-residential neighborhoods. For instance, in January 2016, the City Council adopted a permit parking program in the Old Town Santa Fe District in order to alleviate parking issues within the downtown area. With respect to

**1.j.**

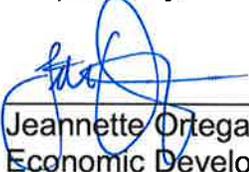
**December 6, 2016**

the current proposal, the City has received numerous complaints from business owners of parking issues south of the railroad tracks around the intersection of Crowther Avenue and Melrose Streets. The area is primarily industrial with some residential just west of the packing house. In particular, the City has received complaints from Placentia Mutual Properties of difficulties providing parking to its employees and guests as a result of vehicles parked along the frontage of the building for extended periods of time. As a result, the City is proposing permit parking at the corner of Crowther and Melrose Avenue as identified in Exhibit 1 for the use by the Placentia Mutual Properties, LLC.

**FISCAL IMPACT:**

There is a minimal fiscal impact associated with the recommended action. The estimated cost to purchase and install the parking restriction street signs is approximately \$800.00. The cost to enforce the parking restrictions will be offset by parking citation revenues collected.

Prepared by:



---

Jeannette Ortega  
Economic Development Manager

Reviewed and approved:



---

Luis Estevez  
Acting Director of Public Works

Reviewed and approved:



---

Damien R. Arrula  
City Administrator

**Attachments:**

1. Resolution
2. Exhibit 1- Vicinity Map

**RESOLUTION NO. R-2016-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA PROHIBITING VEHICLE PARKING AND AUTHORIZING THE ESTABLISHMENT OF TEMPORARY PREFERENTIAL PARKING PRIVILEGES ON CROWTHER AVENUE AND MELROSE STREET**

**A. Recitals.**

(i). Section 22507 of the California Vehicle Code and Placentia Municipal Code Chapter 13.52, the City may designate certain streets upon which preferential parking privileges are given to residents adjacent or in close proximity to the streets for their use and the use of their guests, under which the residents may be issued a permit or permits which exempt them from the prohibition or restriction of this Resolution.

(ii). With respect to the current proposal, the City has received numerous complaints from business owners of parking issues south of the railroad tracks around the intersection of Crowther Avenue and Melrose Streets. The area is primarily industrial with some residential just west of the packing house. In particular, the City has received complaints from Placentia Mutual Properties of difficulties providing parking to its employees and guests as a result of vehicles parked along the frontage of the building for extended periods of time.

(iii.) The City Council concurs with the findings and recommendations of the City Traffic Engineer regarding Crowther Avenue parking restrictions.

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

**B. Resolution.**

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

1. Parking of vehicles is prohibited on the portion of Crowther Avenue and Melrose Street as identified on the map (Exhibit 1) except for the lawful tenants and occupants Placentia Mutual Properties, LLC at 341-355 South Melrose Street and shall clearly display Area F parking permits issued by the City Police Department, at all times when parking such vehicles on Crowther Avenue.

2. The City Traffic Engineer shall cause appropriate signs to be installed on the above described street, of such size, shape and color as to be readily legible during daylight hours from a distance of 100 feet, to the effect that said signs restrict public vehicle parking except the lawful tenants and occupants of Placentia Mutual Properties, LLC at 341-355 South Melrose Street which shall clearly display Area F parking permits issued by the City Police Department at all times when parking on said streets.

3. The Chief of Police shall issue parking permits in accordance with City of Placentia Residential Permit Parking Procedures and Guidelines on the above-described streets. A fee may be charged for lost, replacement or additional permits in an amount to reimburse the City's actual cost of preparing said permits.

4. The Chief of Police shall cause enforcement of these parking restrictions upon the completion of the installation of the aforementioned signs and issuance of the aforementioned parking permits.

5. The Mayor shall sign this resolution, and the City Clerk shall attest and certify to the passage and adoption thereof.

6. The City Council declares that, should any provision, section, paragraph, sentence or word of this resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive or inconsistent legislation, the remaining provisions, sections, paragraphs, sentences and words of this resolution shall remain in full force and effect.

PASSED AND ADOPTED this 6<sup>th</sup> day of December, 2016.

---

JEREMY B. YAMAGUCHI, MAYOR

ATTEST:

---

PATRICK J. MELIA, CITY CLERK

I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Placentia, held on the 6<sup>th</sup> day of December, 2016, by the following vote:

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

---

PATRICK J. MELIA  
CITY CLERK

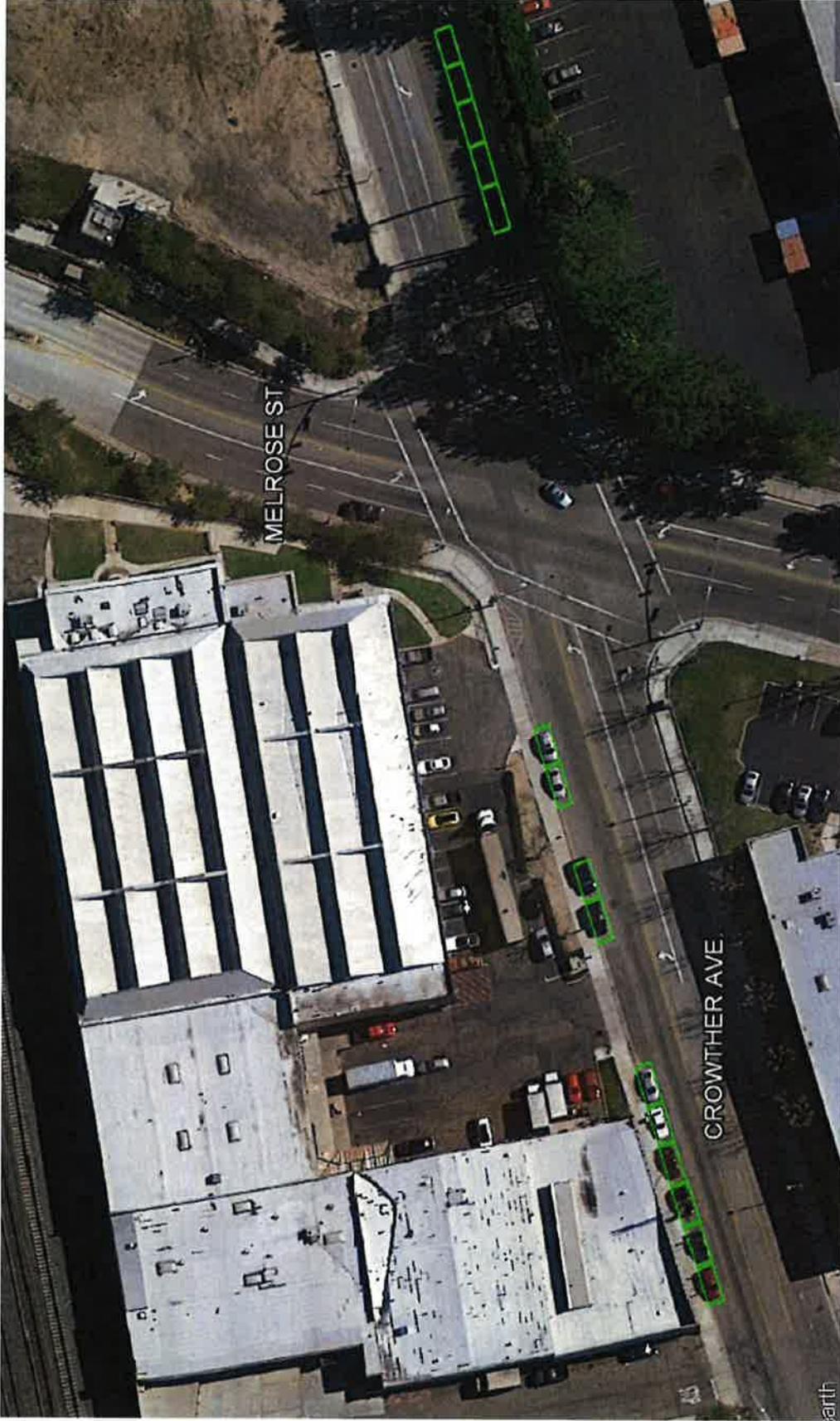
APPROVED AS TO FORM:

---

CHRISTIAN L. BETTENHAUSEN  
CITY ATTORNEY

**EXHIBIT 1**

**VICINITY MAP**





# Successor Agency to the Redevelopment Agency of the City of Placentia

## **AGENDA REPORT**

TO: SUCCESSOR AGENCY

VIA: CITY ADMINISTRATOR/EXECUTIVE DIRECTOR

FROM: SUCCESSOR AGENCY STAFF

DATE: DECEMBER 6, 2016

SUBJECT: **AMENDED LONG RANGE PROPERTY MANGEMENT PLAN FOR THE SUCCESSOR AGENCY TO THE FORMER PLACENTIA REDEVELOPMENT AGENCY**

### **SUMMARY:**

Pursuant to Health and Safety Code ("HSC") 34191.5, the Successor Agency to the former Placentia Redevelopment Agency ("Successor Agency") is required to prepare a Long Range Property Management Plan ("LRPMP"). This action requests the Successor Agency's review and approval of an amended LRPMP and to transmit it to the Oversight Board and Department of Finance ("DOF") for review and approval.

### **RECOMMENDATION:**

It is recommended that the City Council, acting in its sole capacity as the Successor Agency to the Redevelopment Agency of the City of Placentia, take the following action:

1. Adopt Resolution RSA-2016-XX, A Resolution of the Successor Agency to the Redevelopment Agency of the City of Placentia, California, Approving the Amended Long Range Property Management Plan Pursuant to Health and Safety Code Section 34191.5.

### **DISCUSSION:**

Pursuant to Health and Safety Code Section 34191.5, within six (6) months after receiving a Finding of Completion from the DOF, all successor agencies for former redevelopment agencies that owned property as of the time of redevelopment dissolution in 2011 are required to prepare a Long Range Property Management Plan ("LRPMP"). The LRPMP governs the disposition and use of property held by the former redevelopment agency pursuant to legal requirements contained in the law. The Successor Agency to the former Placentia Redevelopment Agency ("Successor Agency") has prepared the LRPMP, which provides the information required pursuant to Health and Safety Code Section 34191.5(c) (part of Assembly Bill ("AB") 1484).

The LRPMP specifically includes pertinent data, such as the date and purpose of acquisition, parcel characteristics, estimate of the current value and any lease, rental or other revenues, histories of environmental contamination, a description of each property's potential for transitoriented development and the advancement of the City's planning objectives, and previous

**1.k.**  
**December 6, 2016**

development proposals. Finally, the LRPMP addresses the use or disposition of each property. Permissible uses include retention for governmental use, retention for future development, sale of the property, or use of property to fulfill an enforceable obligation.

The Oversight Board to the Successor Agency of the former Placentia Redevelopment Agency ("Oversight Board") and DOF approved the original LRPMP of the Successor Agency on June 25, 2014 and October 14, 2015, respectively ("Original LRPMP"). However, post January 1, 2016, the Successor Agency identified two additional properties located at 110 S. Bradford Avenue and 312 S. Melrose Street (Property Nos. 3 and 4 as identified in Section 1.3 of the Amended LRPMP) that were owned by the former Placentia Redevelopment Agency and were inadvertently left off the Original LRPMP document submitted by the Successor Agency. Therefore, Staff has prepared the Amended LRPMP for the Successor Agency to include the aforementioned additional properties and obtain Oversight Board and DOF approval in accordance with HSC 34191.5 ("Amended LRPMP").

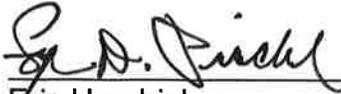
The property, located at 110 S. Bradford Avenue, was acquired by the Placentia Redevelopment Agency in 2009 and is currently an improved parcel with a fire station (Station No. 35). The fire station is operated by the Orange County Fire Authority for the provision of fire protection services to the City. The property, located at 312 S. Melrose Street, was acquired by the Placentia Redevelopment Agency in 2009 and served as a surface parking lot. The former Redevelopment Agency's purpose for the acquisition was to provide an opportunity to address existing parking deficiencies in the downtown area and support transit oriented development and infrastructure projects such as the future Metrolink Station. The Successor Agency maintains that both properties were acquired prior to redevelopment dissolution for governmental purposes and to serve as a public benefit. The Successor Agency proposes to transfer the subject property to the City as a governmental use to ensure that these properties are maintained for their specified public uses.

Subject to the review of the LRPMP as hereby transmitted to the Successor Agency on December 6, 2016, it is respectfully requested that the Successor Agency approve and adopt the resolution, as submitted hereto as Attachment 1, approving the Amended LRPMP and authorizing the transmittal of the Amended LRPMP to the Oversight Board and Department of Finance ("DOF") for their approval.

**FISCAL IMPACT:**

The costs associated with the preparation and submittal of this document are to be paid through the Redevelopment Property Tax Trust Fund received by the Successor Agency for approved enforceable obligations and administrative cost allowance budget.

Prepared by:

  
Eric Hendrickson  
Senior Accountant/  
Staff to Successor Agency

Reviewed and approved:

  
Damien R. Arrula  
City Administrator/Executive Director

Attachment:

Resolution RSA-2016-XX

**RESOLUTION NO. RSA-2016-XX**

**A RESOLUTION OF THE SUCCESSOR AGENCY TO THE  
REDEVELOPMENT AGENCY OF THE CITY OF PLACENTIA,  
CALIFORNIA, APPROVING AN AMENDED LONG RANGE  
PROPERTY MANAGEMENT PLAN PURSUANT TO HEALTH  
AND SAFETY CODE SECTION 34191.5**

**A. Recitals.**

(i). On December 29, 2011, the California Supreme Court rendered its decision in *California Redevelopment Association v. Matosantos*, upholding ABx1 26 ("Dissolution Act");

(ii). As a result of the California Supreme Court's decision, all redevelopment agencies in the State of California, including the Redevelopment Agency for the City of Placentia ("former RDA") dissolved as of February 1, 2012;

(iii). On January 17, 2012, the Placentia City Council adopted Resolution No. R 2012-03 accepting the City of Placentia's role as Successor Agency to the former RDA;

(iv). Under the Dissolution Act, the Successor Agency must prepare and receive approval from the State of California Department of Finance of its Long Range Property Management Plan ("LRPMP") which governs the disposition and use of property held by the former RDA;

(v). On or about October, 2014 the State of California Department of Finance approved the Successor Agency's LRPMP;

(vi). However, post January 1, 2016, the Successor Agency identified two additional properties located at 110 S. Bradford Avenue and 312 S. Melrose Street (Property Nos. 3 and 4 as identified in Section 1.3 of the Amended LRPMP) that were owned by the former RDA and were inadvertently left off the LRPMP;

(vii). The Successor Agency has prepared the Amended LRPMP for the Successor Agency to include the aforementioned additional properties in accordance with HSC 34191.5 ("Amended LRPMP");

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

**B. Resolution.**

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, ACTING AS THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF PLACENTIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

1. The Successor Agency hereby approves the amended Long Range Property Management Plan attached hereto.

2. The Successor Agency hereby authorizes and directs the Successor Agency staff to take all actions necessary under the Dissolution Act for approval of the Amended LRPMP.

3. The Chair shall sign this resolution, and the Clerk shall attest and certify to the passage and adoption thereof.

4. The Successor Agency declares that, should any provision, section, paragraph, sentence or word of this resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive or inconsistent legislation, the remaining provisions, sections, paragraphs, sentences and words of this resolution shall remain in full force and effect.

**PASSED AND ADOPTED this 6<sup>th</sup> day of December, 2016.**

---

JEREMY YAMAGUCHI, CHAIRMAN

ATTEST:

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PATRICK J. MELIA, SECRETARY

I, Patrick J. Melia, Secretary of the Successor Agency to the Redevelopment Agency of the City of Placentia, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council acting as the Successor Agency to the Redevelopment Agency of the City of Placentia, held on the 6<sup>th</sup> day of December, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

PATRICK J. MELIA, SECRETARY

APPROVED AS TO FORM:

---

CHRISTIAN L. BETTENHAUSEN, GENERAL COUNSEL

# LONG-RANGE PROPERTY MANAGEMENT PLAN

---

## PLACENTIA SUCCESSOR AGENCY



Prepared By:



**KOSMONT COMPANIES**  
1230 Rosecrans Avenue, Suite 300  
Manhattan Beach, CA 90266  
Telephone: (424) 456-3088  
[www.kosmont.com](http://www.kosmont.com)

**JUNE 2014**  
**AMENDED DECEMBER 2016**

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865 South Figueroa Street, 35th Floor Los Angeles California 90017 ph 213.417.3300 fax 213.417.3311

# 1.0 Introduction

## 1.1 Background & Purpose

Health and Safety Code (“HSC”) Section 34191.5, added by Assembly Bill (“AB”) 1484 (signed into law on June 27, 2012), requires each Successor Agency (“SA”) to prepare and approve a Long-Range Property Management Plan (“PMP”) that addresses the disposition and use of the real properties of the former redevelopment agency. Properties held by a successor agency cannot be disposed of until the State Department of Finance (“DOF”) has approved the PMP.

The Oversight Board to the Successor Agency of the former Placentia Redevelopment Agency (“Oversight Board”) and DOF approved the original PMP of the Successor Agency to the former Placentia Redevelopment Agency (“Successor Agency”) on June 25, 2014 and October 14, 2015, respectively (“Original PMP”).

However, post January 1, 2016, the Successor Agency identified two additional properties located at 110 S. Bradford Avenue and 312 S. Melrose Street (Property Nos. 3 and 4 as identified in Section 1.3) that were owned by the former Placentia Redevelopment Agency and were inadvertently left off the Original PMP document submitted by the Successor Agency.

Therefore, the Successor Agency has prepared this amended PMP for the Successor Agency to include the aforementioned additional properties and obtain Oversight Board and DOF approval in accordance with HSC 34191.5 (“Amended PMP”).

## 1.2 Legal Requirements

Pursuant to Health and Safety Code section 34191.5, a successor agency that holds property owned by a former redevelopment agency is required to submit a PMP to the State Department of Finance (“DOF”) for approval within six months after it receives a “Finding of Completion” from the DOF. Prior to the submittal of the PMP to the DOF, the oversight board to the successor agency must review and approve the PMP. AB 1484 requires that the PMP include the following components:

1. Inventory of all properties in the Community Redevelopment Property Trust Fund (“Property Trust Fund”), established to serve as the repository of the former redevelopment agency’s real properties. This inventory shall include the following information:

- a. Date of acquisition of the property and the value of the property at that time, and an estimate of the current value of the property.
- b. Purpose for which the property was acquired.
- c. Parcel data, including address, lot size, and current zoning in the former redevelopment agency redevelopment plan or specific, community, or general plan.



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- d. Estimate of the current value of the parcel including, if available, any appraisal information.
  - e. Estimate of any lease, rental, or any other revenues generated by the property, and a description of the contractual requirements for the disposition of those funds.
  - f. History of environmental contamination, including designation as a brownfield site, and related environmental studies, and history of any remediation efforts.
  - g. Description of the property's potential for transit-oriented development and the advancement of the planning objectives of the successor agency
  - h. Brief history of previous development proposals and activity, including the rental or lease of property.
2. Address the use or disposition of all the properties in the Property Trust Fund. Permissible uses include:
- a. Retention for governmental use pursuant to subdivision (a) of Section 34181;
  - b. Retention for future development;
  - c. Sale of the property; or
  - d. Use of property to fulfill an enforceable obligation.
3. Separately identify and list properties in the Property Trust Fund dedicated to governmental use purposes and properties retained for purposes of fulfilling an enforceable obligation. With respect to the use or disposition of all other properties, all the following shall apply:
- a. If the plan directs the use or liquidation of the property for a project identified in an approved redevelopment plan, the property shall be transferred to the city, county, or city and county.
  - b. If the plan directs the liquidation of the property or the use of revenues generated from the property, such as lease or parking revenues, for any purpose other than to fulfill an enforceable obligation or other than that specified in subsection 3(a) above, the proceeds from the sale shall be distributed as property tax to the taxing agencies.
  - c. Property shall not be transferred to a successor agency, city, county, or city and county, unless the PMP has been approved by the oversight board and DOF.

### 1.3 Successor Agency Property Summary

The former Placentia Redevelopment Agency is the owner of four (4) properties in the City of Placentia that are now retained and controlled by the Successor Agency. The Oversight Board and DOF approved the Original PMP, which contained only property numbers 1 and 2 in the table below. However, property numbers 3 and 4 in the table below have been added and the Successor Agency is seeking approval from the Oversight Board and DOF on their disposition and proposed permissible use category.

Further details are provided in Attachment No. 1, which is the Property Inventory Data Worksheet that was provided by the DOF. The following table includes a brief summary of basic property information as well as the permissible use category that the Successor Agency has selected for each property:

#	Address/Description	APN	Permissible Use			
			Gov. Use	Future Development	Sale	Enf. Oblig.
1	Property: 234 S. Main St.	339-365-09	X			
2	Property: 234 S. Melrose St.	339-364-09	X			
3	Property: 110 S. Bradford Ave.*	339-052-24	X			
4	Property: 312 S. Melrose*	339-393-10	X			

\*PMP has been amended to include the properties identified above.

## 2.0 Long-Range Property Management Plan (PMP)

All properties contained in this Amended PMP are proposed to be transferred to the City of Placentia ("City") as a governmental use pursuant to Health and Safety Code Section 34181 (a), which allows properties of a former redevelopment agency to be transferred to a public jurisdiction. A description of all properties, including the legally required information, aerial maps, and photographs of each property, are presented in this section.

### Property #1: 234 S Main Street – Parking Lot (Approved in Original PMP)



Photograph 1: The photograph above depicts a view of the thirteen car parking lot from S. Main Street.



Photograph 2: This photograph provides an aerial view of the property, which is indicated by the red outline.

One of the many elements critical to the revitalization of the Old Town area in the City of Placentia has been the provision of conveniently located public parking. Prior to dissolution, the former Placentia Redevelopment Agency ("Redevelopment Agency") created the off-alley thirteen space parking lot in Old Town to serve this purpose (Attachment No. 2). The property is specifically located at 234 S. Main Street, which is immediately behind downtown businesses along Santa Fe Avenue.

The Redevelopment Agency has since used the subject property as a governmental purpose (providing public parking), which the Successor Agency contends is a public benefit and should continue to remain available to the public. The economic success of the downtown businesses in the Old Town area as well as the retention of existing businesses is dependent on the City's ability to provide free parking to customers and residents in Downtown Placentia.

The Successor Agency proposes to transfer the subject property to the City as a governmental use to ensure that this property is maintained for its specified public uses.

Parcel Data	
<b>Address</b>	234 S. Main St
<b>APN</b>	339-365-09
<b>Lot Size</b>	0.09 acres
<b>Use</b>	Public Parking Lot
<b>Zoning</b>	SF-C Santa Fe Commercial
<b>General Plan</b>	C - Commercial
<b>Current Title</b>	Placentia Redevelopment Agency
<b>Future Title</b>	City of Placentia

Acquisition & Valuation Information	
<b>Acquisition Date</b>	02/20/2002
<b>Value at Time of Purchase</b>	\$227,000
<b>Funding Source</b>	Tax Increment
<b>Purpose</b>	Property was specifically purchased to provide public parking to support and provide a public benefit to the businesses, customers, and residents in Downtown Placentia area.
<b>Estimate of Current Value</b>	258,361
<b>Method of Valuation</b>	Book Value

Revenues Generated by Property & Contractual Requirements	
<b>City / Successor Agency Lease Agreement</b>	No revenue is generated. The parking is free to the public. The City currently maintains the public parking lots.

History of Environmental Contamination, Remediation Efforts and Other Deficiencies	
<b>None</b>	There is no known history of environmental contamination or remediation on this site.

Transit-Oriented Development & Advancement of Agency Planning Objectives	
<b>Potential for TOD</b>	Not applicable
<b>Agency Planning Objectives</b>	<i>Assist local merchants that wish to revitalize older retail shopping centers through various strategies that might include: assistance in providing parking and/or the establishment of business improvement districts.</i>

Recommendation for Disposition	
<b>Retain for Government Use</b>	Property to be transferred to the City of Placentia to continue to provide public parking to support and provide a public benefit to the businesses, customers, and residents in and around the Downtown Placentia area.



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**Property #2: 234 S. Melrose St. (Approved in Original PMP)**



Photograph 3: The photograph above provides a view of the property from S. Melrose St.



Photograph 4: The photograph provides an aerial view of the property as indicated by the red border.

The revitalization of the Old Town area in the City of Placentia has been, as previously stated, the provision of conveniently located public parking. Prior to dissolution, the former Placentia Redevelopment Agency (“Redevelopment Agency”) acquired the subject property in 2002 (Attachment No. 2) and created the off-alley thirteen space parking lot in Old Town. The property is specifically located at 234 S. Melrose Street, which is immediately behind downtown businesses along Santa Fe Avenue.

The Redevelopment Agency developed and has since used the subject property as a governmental purpose (providing public parking) and is considered to be a public benefit, which should remain available to the public. The economic success of the downtown businesses in the Old Town area as well as the retention of existing businesses is dependent on the City’s ability to provide free parking to customers and residents in and around Downtown Placentia.

The Successor Agency proposes to transfer the subject property to the City as a governmental use to ensure that this property is maintained for its specified public uses.

Parcel Data	
<b>Address</b>	234 S. Melrose St.
<b>APN</b>	339-364-09
<b>Lot Size</b>	0.09 acres
<b>Use</b>	Public Parking Lot
<b>Zoning</b>	SF-C Santa Fe Commercial
<b>General Plan</b>	C - Commercial
<b>Current Title</b>	Placentia Redevelopment Agency
<b>Future Title</b>	City of Placentia

**Acquisition & Valuation Information**

<b>Purchase Date</b>	08/28/2002
<b>Purchase Price</b>	\$223,000
<b>Funding Source</b>	Tax Increment
<b>Purpose</b>	Property was specifically purchased to provide public parking to support and provide a public benefit to the businesses, customers, and residents in the Downtown Placentia area.
<b>Estimate of Current Value</b>	248,692
<b>Method of Valuation</b>	Book Value

**Revenues Generated by Property & Contractual Requirements**

<b>City / Successor Agency Lease Agreement</b>	No revenue is generated. The parking is free to the public. The City currently maintains the public parking lots.
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**History of Environmental Contamination, Remediation Efforts and Other Deficiencies**

<b>None</b>	There is no known history of environmental contamination or remediation on this site.
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**Transit-Oriented Development & Advancement of Agency Planning Objectives**

<b>Potential for TOD</b>	Not applicable
<b>Agency Planning Objectives</b>	General Plan: <i>Assist local merchants that wish to revitalize older retail shopping centers through various strategies that might include: assistance in providing parking and/or the establishment of business improvement districts.</i>

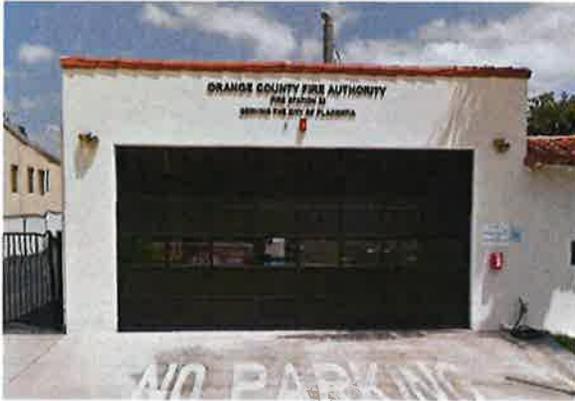
**Recommendation for Disposition**

<b>Retain for Government Use</b>	Property to be transferred to the City of Placentia to continue to provide public parking to support and provide a public benefit to the businesses, customers, and residents in and around the Downtown Placentia area.
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**Property #3: 110 S. Bradford Avenue (New Property Added to PMP)**



Photograph 5: The photograph above provides a view of the property from S. Bradford Avenue.



Photograph 6: The photograph provides an aerial view of the property as indicated by the red border.

The subject property, located at 110 S. Bradford Avenue, was acquired by the Placentia Redevelopment Agency ("Redevelopment Agency") in 2009 and is currently an improved parcel with a fire station (Station No. 35). The fire station is operated by the Orange County Fire Authority for the provision of fire protection services to the City (Attachment No.8).

The purpose of the acquisition by the former Redevelopment Agency was to provide an opportunity to initiate revitalization efforts of the fire station such as public safety facility expansion, seismic retrofitting, and repairs to existing drainage conditions in order to ensure adequate capacity to meet the community's current and future fire protection needs. The subject property was constructed and is currently used for a governmental purpose in accordance with Health and Safety Code 34181 (a).

The Successor Agency proposes to transfer the subject property to the City as a governmental use to ensure that the property is operated and maintained for its specified public uses.

Parcel Data	
<b>Address</b>	110 S. Bradford Avenue
<b>APN</b>	339-052-24
<b>Lot Size</b>	0.22 Acres
<b>Use</b>	Orange County Fire Authority – Fire Station #35
<b>Zoning</b>	SF-C, Santa Fe Commercial
<b>General Plan</b>	C - Commercial
<b>Current Title</b>	Placentia Redevelopment Agency
<b>Future Title</b>	City of Placentia

Acquisition & Valuation Information	
<b>Purchase Date</b>	01/20/2009
<b>Purchase Price</b>	\$985,000
<b>Funding Source</b>	Tax Increment
<b>Purpose</b>	Property was specifically purchased to expand and revitalize an existing fire station and provide businesses, customers, and residents in and around the Downtown Placentia area adequate fire protection services.
<b>Estimate of Current Value</b>	\$985,000
<b>Method of Valuation</b>	Book Value

Revenues Generated by Property & Contractual Requirements	
<b>City / Successor Agency Lease Agreement</b>	No revenue is generated.

History of Environmental Contamination, Remediation Efforts and Other Deficiencies	
<b>None</b>	There is no known history of environmental contamination or remediation on this site.

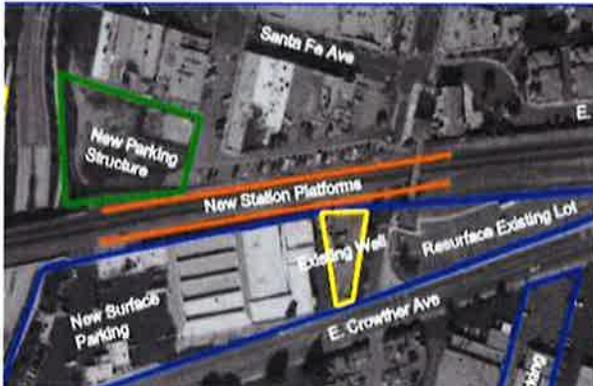
Transit-Oriented Development & Advancement of Agency Planning Objectives	
<b>Potential for TOD</b>	Not applicable
<b>Agency Planning Objectives</b>	Ensure that the adequate level of public services are provided to maintain the safety of residents and community and to meet the community's current and future fire protection needs.

Recommendation for Disposition	
<b>Retain for Government Use</b>	Property to be transferred to the City of Placentia to continue to provide fire protection services and provide a public benefit to the businesses, customers, and residents in and around the Downtown Placentia area.



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**Property #4: 312 S Melrose Street (New Property Added to PMP)**



Photograph 7: The photograph depicts the initial Metrolink station project concept and planning area and proposed parking structure on the subject property (outlined in Green).



Photograph 8: The photograph provides an aerial view of the property as indicated by the red border.

The subject property, located at 312 S. Melrose Street, was acquired by the Placentia Redevelopment Agency ("Redevelopment Agency") in 2009 and served as a surface parking lot. Prior to the dissolution of the Redevelopment Agency, a portion of the subject property was utilized by the City as part of the Melrose Street underpass infrastructure improvement project. The remnant portion of the subject property still retained vehicular access available through an alley behind commercial buildings on Santa Fe Avenue to the north.

The former Redevelopment Agency's purpose for the acquisition was to provide an opportunity to address existing parking deficiencies in the downtown area and support transit oriented development projects such as the future Metrolink Station with a public parking structure (Attachment No. 8). The intent of the former Redevelopment Agency (now Successor Agency) is to develop the surface parking lot into a public parking structure in cooperation with the Orange County Transportation Authority ("OCTA").

At the June 27, 2016 OCTA Board of Directors meeting, the Board Members approved the funding and cooperative agreement for the construction of the Metrolink Station in the City and the development of parking. The City has been working with OCTA on the construction of a Metrolink Station and parking structure to serve the City and surrounding area, which will serve as the catalyst for making Old Town Placentia a destination and to meet the regional transportation needs in the North Orange County area.

The economic success of the downtown businesses in the Old Town area as well as the retention of existing businesses is dependent on the City's ability to provide free parking to customers and residents in and around Downtown Placentia. The Successor Agency proposes to transfer the subject property to the City as a governmental use to ensure that this property is maintained for its specified public uses.

Parcel Data	
<b>Address</b>	312 S. Melrose St
<b>APN</b>	339-393-10
<b>Lot Size</b>	0.74 Acres
<b>Use</b>	Public Parking Structure
<b>Zoning</b>	C-1, Neighborhood Commercial
<b>General Plan</b>	C - Commercial
<b>Current Title</b>	Placentia Redevelopment Agency
<b>Future Title</b>	City of Placentia

Acquisition & Valuation Information	
<b>Purchase Date</b>	01/20/2009
<b>Purchase Price</b>	\$1,285,000
<b>Funding Source</b>	Tax Increment

<b>Purpose</b>	Property purchased to provide public parking to support and provide a public benefit to the businesses, customers, and residents in and around the Downtown Placentia area.
<b>Estimate of Current Value</b>	\$1,285,000
<b>Method of Valuation</b>	Book Value

Revenues Generated by Property & Contractual Requirements	
<b>City / Successor Agency Lease Agreement</b>	No revenue is generated.

History of Environmental Contamination, Remediation Efforts and Other Deficiencies	
<b>None</b>	There is no known history of environmental contamination or remediation on this site.



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**Transit-Oriented Development & Advancement of Agency Planning Objectives**

<p><b>Potential for TOD</b></p>	<p>The property is an integral part of the downtown and will be utilized to support the development of the new Metrolink Station located immediately south of the subject property. The City has also initiated planning efforts to adopt a Transit Oriented Development district adjacent to the property, which relies on the development of the subject property to address any immediate parking deficiencies.</p>
<p><b>Agency Planning Objectives</b></p>	<p>Ensure the City's General Plan goal of: <i>Assist local merchants that wish to revitalize older retail shopping centers through various strategies that might include: assistance in providing parking and/or the establishment of business improvement districts.</i></p>

**Recommendation for Disposition**

<p><b>Retain for Government Use</b></p>	<p>Property to be transferred to the City of Placentia to continue to provide public parking to support and provide a public benefit to the businesses, customers, and residents in and around the Downtown Placentia area.</p>
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## **3.0 Attachments**

**Attachment No. 1:** Property Data Inventory Worksheet

**Attachment No. 2:** Placentia Redevelopment Agency Agenda Report & Resolution (9.25.2002)

**Attachment No. 3:** Finding of Completion (Placentia Successor Agency)

**Attachment No. 4:** Oversight Board Resolution Approving the PMP

**Attachment No. 5:** DOF Long Range Property Management Plan Checklist

**Attachment No. 6:** Oversight Board Agenda Report & Resolution (5.9.2012)

**Attachment No. 7:** Oversight Board Agenda Report & Resolution (approval of Amended PMP)

**Attachment No. 8:** Background Documentation (110 S. Bradford Avenue and 312 S Melrose St.)



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Attachment No. 1 – Property Data Inventory  
Worksheet

LONG RANGE PROPERTY MANAGEMENT PLAN: PROPERTY INVENTORY DATA

No.	Address or APN Descrip.	Property Type	Permissible Use	HSC 34191.5 (c)(2)		HSC 34191.5 (c)(1)(A)			SALE OF PROPERTY (if applicable)			HSC 34191.5 (c)(1)(B)		HSC 34191.5 (c)(1)(C)		Annual Estimate of Income/Revenue	HSC 34191.5 (c)(1)(E)	HSC 34191.5 (c)(1)(F)	HSC 34191.5 (c)(1)(G)	HSC 34191.5 (c)(1)(H)
				If Sale of Property, specify intended use of sale proceeds	Permissible Use Detail	Value at Time of Acq.	Acq. Date	Estimated Current Value	Date of Estimated Current Value	Estimated Current Value Basis	Prop. Sale Value	Prop. Sale Date	Purpose for which property was acquired	Lot Size	Current Zoning					
1	234 S. Main Street	Parking Lot/Structure	Governmental Use	Not Applicable	Property to be transferred to the City of Placencia to continue to provide public parking to support the Downtown Placencia area.	227,000	2/20/2002	256,361	6/30/2013	Book	Not Applicable	Not Applicable	To provide public parking to support and provide a public benefit to the businesses, customers, and residents in and around the Downtown Placencia area.	0.09	SF-C, Santa Fe Commercial	0	No	No	No	Yes
2	234 S. Main Street	Parking Lot/Structure	Governmental Use	Not Applicable	Property to be transferred to the City of Placencia to continue to provide public parking to support the Downtown Placencia area.	223,000	8/28/2002	248,692	6/30/2013	Book	Not Applicable	Not Applicable	To provide public parking to support and provide a public benefit to the businesses, customers, and residents in and around the Downtown Placencia area.	0.09	SF-C, Santa Fe Commercial	0	No	No	No	Yes
3	110 S. Bradford Ave	Poll/Tram Station	Governmental Use	Not Applicable	Property to be transferred to the City of Placencia to continue to provide public parking to support the Downtown Placencia area.	895,000	01/20/2009	985,000	12/1/2016	Book	Not Applicable	Not Applicable	To provide fire protection services to the businesses, customers, and residents in the City.	0.22	SF-C, Santa Fe Commercial	0	No	No	No	Yes
4	312 S. Main Street	Parking Lot/Structure	Governmental Use	Not Applicable	Property to be transferred to the City of Placencia to continue to provide public parking to support the Downtown Placencia area.	1,285,000	01/20/2009	1,285,000	12/1/2016	Book	Not Applicable	Not Applicable	To provide public parking to support and provide a public benefit to the businesses, customers, and residents in and around the Downtown Placencia area.	0.74	C-1 Neighborhood Commercial	0	No	No	Yes	Yes

**Attachment No. 2 – Placentia Redevelopment  
Agency Agenda Report & Resolution  
(9.25.2002)**



# Placentia Redevelopment Agency

## AGENDA REPORT

TO: EXECUTIVE DIRECTOR  
 FROM: PUBLIC WORKS DEPARTMENT  
 DATE: SEPTEMBER 25, 2002  
 SUBJECT: REQUEST OF FUNDS FOR THE DEMOLITION AND ASBESTOS TESTING OF A RESIDENTIAL PARCEL AT 234 MELROSE STREET AND THE CONSTRUCTION OF A TWELVE-SPACE PARKING LOT FOR PUBLIC USE  
 FINANCIAL IMPACT: \$44,000.00 (REDEVELOPMENT AGENCY - RESTRICTED FUNDS FOR HOUSING AND COMMUNITY INFRASTRUCTURE IMPROVEMENTS)  
 FUND NO. 950, PROJECT NO: 200005

### INTRODUCTION:

The Agency recently approved the acquisition of a residential parcel located at 234 Melrose Street. The Agency purchased the property with the intent to construct a twelve-space public parking lot. Approval is recommended at this time for the demolition of the single family residence currently located on the lot, the necessary asbestos testing and the construction of a twelve space parking lot.

The intent of the project is to quickly improve upon the appearance and function of the Santa Fe area.

### DISCUSSION:

The Melrose Street underpass is due to begin construction this month. The Agency has identified "low hanging fruit" that would enhance the appearance and function of the Santa Fe area. Parking was a major element. This particular parcel would be utilized for a twelve-space parking lot identical to the recently completed parking lot at 234 Main Street.

The parking lot plan would include installation of landscaping, irrigation systems as well as ample lighting.

### Project Budget:

Below is the estimated cost for the various project elements. Funding is available for this effort from the recently financed Redevelopment Agency bonds, which are restricted funds that must be used for housing and community infrastructure projects located inside and in proximity to the Agency boundaries. This project meets this criteria.

Item	Cost
Demolition - Melrose Street House	\$ 15,000.00
Asbestos Report & Abatement	\$ 4,000.00
Parking Lot Construction	\$ 25,000.00
<b>TOTAL</b>	<b>\$44,000.00</b>

In summary, completion of this project will add much needed parking to the Santa Fe area. Construction contract bids will be brought back for Agency consideration in the next thirty days.

### ACTION:

Approved  Denied  
 Receive & File  
 Continued to \_\_\_\_\_  
**RA 2002-12**

VOTE: **5-0**  
 FILE# **916**

AGENDA ITEM NO.: **RA2**  
 COUNCIL MEETING DATE: **OCT 01 2002**

EXECUTIVE DIRECTOR  
SEPTEMBER 25, 2002  
PAGE TWO

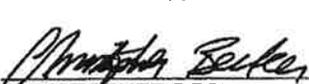
**RECOMMENDATION:**

It is recommended that the Agency approve the implementation of the listed improvement project and approve the attached resolution to amend the budget to fund them.

Respectfully submitted:

  
\_\_\_\_\_  
STEVEN L. BRISCO  
Finance Director

Reviewed and Approved:

  
\_\_\_\_\_  
CHRISTOPHER BECKER  
Director of Public Works

  
for \_\_\_\_\_  
ROBERT D'AMATO  
Executive Director

CB/kik

Attachment: As stated

PW#02-53

**Attachment No. 3 – Finding of Completion  
(Placentia Successor Agency)**



October 18, 2013

Mr. Kenneth A. Domer, Assistant City Administrator  
City of Placentia  
401 E. Chapman Avenue  
Placentia, CA 92870

Dear Mr. Domer:

Subject: Request for a Finding of Completion

The California Department of Finance (Finance) has completed the Finding of Completion for the City of Placentia Successor Agency.

Finance has completed its review of your documentation, which may have included reviewing supporting documentation submitted to substantiate payment or obtaining confirmation from the county auditor-controller. Pursuant to Health and Safety Code (HSC) section 34179.7, we are pleased to inform you that Finance has verified that the Agency has made full payment of the amounts determined under HSC section 34179.6, subdivisions (d) or (e) and HSC section 34183.5.

This letter serves as notification that a Finding of Completion has been granted. The Agency may now do the following:

- Place loan agreements between the former redevelopment agency and sponsoring entity on the ROPS, as an enforceable obligation, provided the oversight board makes a finding that the loan was for legitimate redevelopment purposes per HSC section 34191.4 (b) (1). Loan repayments will be governed by criteria in HSC section 34191.4 (a) (2).
- Utilize proceeds derived from bonds issued prior to January 1, 2011 in a manner consistent with the original bond covenants per HSC section 34191.4 (c).

Additionally, the Agency is required to submit a Long-Range Property Management Plan to Finance for review and approval, per HSC section 34191.5 (b), within six months from the date of this letter.

Please direct inquiries to Andrea Scharffer, Staff Finance Budget Analyst, or Chris Hill, Principal Program Budget Analyst, at (916) 445-1546.

Sincerely,

JUSTYN HOWARD  
Assistant Program Budget Manager

cc: Mr. Troy Butzlaff, City Administrator, City of Placentia  
Ms. Karen Ogawa, Finance Director, City of Placentia  
Mr. Frank Davies, Property Tax Manager, Orange County

**Attachment No. 4 – Oversight Board Resolution  
Approving the PMP**

RESOLUTION NO. OB-2014-04

A RESOLUTION OF THE OVERSIGHT BOARD TO THE SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE CITY OF PLACENTIA, CALIFORNIA, APPROVING THE LONG RANGE PROPERTY MANAGEMENT PLAN PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE § 34191.5

A. Recitals.

(i). On December 29, 2011, the California Supreme Court delivered its decision in *California Redevelopment Association v. Matosantos*, finding ABx1 26 ("Dissolution Act") largely constitutional.

(ii). The Dissolution Act and the California Supreme Court's decision in *California Redevelopment Association v. Matosantos*, all California redevelopment agencies, including the Redevelopment Agency for the City of Placentia ("former Agency"), were dissolved on February 1, 2012.

(iii). On January 17, 2012, the Placentia City Council adopted Resolution No. R-2012-03 accepting for the City the role of Successor Agency to the former agency ("Successor Agency"). Under the Dissolution Act, the City, in its capacity as Successor Agency, must prepare a long range property management plan ("PMP") that addresses the disposition and use of the real properties of the former redevelopment agency for consideration by a local oversight board and State Department of Finance ("DOF").

(iv). The PMP shall be submitted to the Oversight Board and DOF within six (6) months after receiving a Finding of Completion from DOF.

(v). The PMP shall include an inventory of all properties in the Community Redevelopment Property Trust fund, which serves as the repository of the former Agency's real properties.

(vi). The PMP has been prepared by the Successor Agency staff and is consistent with the provisions of the Dissolution Act, California Health and Safety Code § 34191.5.

(vii). The Oversight Board approves the Long Range Property Management Plan, as attached hereto as Attachment 1, and directs the Successor Agency to transmit it to the DOF as required by Health and Safety Code § 34191.5.

THIS DOCUMENT IS A FULL, TRUE AND CORRECT  
COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

ATTEST: *Melina*  
CITY CLERK OF THE CITY OF PLACENTIA  
DATE: 7/2/14

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

**B. Resolution.**

NOW, THEREFORE, the Oversight Board of the Successor Agency to the Redevelopment Agency of the City of Placentia hereby finds, determines and resolves as follows:

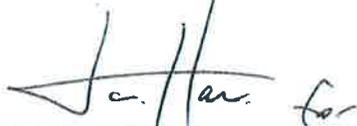
1. In all respects as set forth in the Recitals, Part A., of this Resolution.

2. The Oversight Board hereby approves and adopts the Long Range Property Management Plan as required by California Health and Safety Code § 34191.5.

3. The Successor Agency hereby is authorized and directed to transmit a copy of the Long Range Property Management Plan to the State Department of Finance as well as all required County and State agencies, and post the PMP on the Successor Agency's website as required by California Health and Safety Code § 34191.5.

4. The Chairperson shall sign this Resolution and the Clerk of the Board shall attest and certify to the passage and adoption thereof.

PASSED, APPROVED and ADOPTED this 25<sup>th</sup> day of June, 2014.

  
ED GARCIA, CHAIRPERSON

ATTEST:

  
CANDICE N. MARTINEZ,  
CLERK OF THE BOARD

STATE OF CALIFORNIA  
COUNTY OF ORANGE

THIS DOCUMENT IS A FULL, TRUE AND CORRECT  
COPY OF THE ORIGINAL ON FILE IN THIS OFFICE

ATTEST   
CITY CLERK OF THE CITY OF PLACENTIA  
DATE 7/3/14

I, Candice N. Martinez, Clerk of the Board of the Oversight Board of the Successor Agency to the Redevelopment Agency of the City of Placentia, do hereby certify that the foregoing Resolution No. OB-2014-04 was adopted at a regular meeting of the Oversight Board held on the 25<sup>th</sup> day of June, 2014, by the following vote:

AYES: Board Members: Butzlaff, Christakos, Ed Garcia, Rodrigo Garcia, Green, Harman, Shkoler

NOES: None

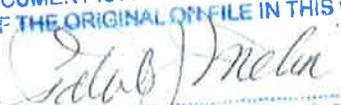
ABSENT: None

ABSTAIN: None

  
CANDICE N. MARTINEZ,  
CLERK OF THE BOARD

Attachment 1:

Long Range Property Management Plan

THIS DOCUMENT IS A FULL, TRUE AND CORRECT  
COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.  
ATTEST   
CITY CLERK OF THE CITY OF PLACENTIA  
DATE 7/3/14

**Attachment No. 5 – DOF Long Range Property  
Management Plan Checklist**



## LONG-RANGE PROPERTY MANAGEMENT PLAN CHECKLIST

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**Instructions:** Please use this checklist as a guide to ensure you have completed all the required components of your Long-Range Property Management Plan. Upon completion of your Long-Range Property Management Plan, email a PDF version of this document and your plan to:

[Redevelopment\\_Administration@dof.ca.gov](mailto:Redevelopment_Administration@dof.ca.gov)

The subject line should state "[Agency Name] Long-Range Property Management Plan". The Department of Finance (Finance) will contact the requesting agency for any additional information that may be necessary during our review of your Long-Range Property Management Plan. Questions related to the Long-Range Property Management Plan process should be directed to (916) 445-1546 or by email to [Redevelopment\\_Administration@dof.ca.gov](mailto:Redevelopment_Administration@dof.ca.gov).

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Pursuant to Health and Safety Code 34191.5, within six months after receiving a Finding of Completion from Finance, the Successor Agency is required to submit for approval to the Oversight Board and Finance a Long-Range Property Management Plan that addresses the disposition and use of the real properties of the former redevelopment agency.

### GENERAL INFORMATION:

Agency Name: **Placentia Redevelopment Agency**

Date Finding of Completion Received: October 18, 2013

Date Oversight Board Approved LRPMP: June 25, 2014

Date Oversight Board Approved Amended LRPMP: December 2016

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### Long-Range Property Management Plan Requirements

For each property the plan includes the date of acquisition, value of property at time of acquisition, and an estimate of the current value.

Yes  No

For each property the plan includes the purpose for which the property was acquired.

Yes  No

For each property the plan includes the parcel data, including address, lot size, and current zoning in the former agency redevelopment plan or specific, community, or general plan.

Yes  No

For each property the plan includes an estimate of the current value of the parcel including, if available, any appraisal information.

Yes  No

For each property the plan includes an estimate of any lease, rental, or any other revenues generated by the property, and a description of the contractual requirements for the disposition of those funds.

Yes  No

For each property the plan includes the history of environmental contamination, including designation as a brownfield site, any related environmental studies, and history of any remediation efforts.

Yes  No

For each property the plan includes a description of the property's potential for transit-oriented development and the advancement of the planning objectives of the successor agency.

Yes  No

For each property the plan includes a brief history of previous development proposals and activity, including the rental or lease of the property.

Yes  No

For each property the plan identifies the use or disposition of the property, which could include 1) the retention of the property for governmental use, 2) the retention of the property for future development, 3) the sale of the property, or 4) the use of the property to fulfill an enforceable obligation.

Yes  No

The plan separately identifies and list properties dedicated to governmental use purposes and properties retained for purposes of fulfilling an enforceable obligation.

Yes  No

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## ADDITIONAL INFORMATION

- If applicable, please provide any additional pertinent information that we should be aware of during our review of your Long-Range Property Management Plan.

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**Agency Contact Information**

Name: Damien R. Arrula

Name: Jeannette Ortega

Title: City Administrator

Title: Economic Development Manager

Phone: 714-993-8118

Phone: 714-993-8264

Email: [darrula@placentia.org](mailto:darrula@placentia.org)

Email: [jortega@placentia.org](mailto:jortega@placentia.org)

Date: 12.1.16

Date: 12.1.16

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**Department of Finance Local Government Unit Use Only**

DETERMINATION ON LRPMP:  APPROVED  DENIED

APPROVED/DENIED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVAL OR DENIAL LETTER PROVIDED:  YES DATE AGENCY NOTIFIED: \_\_\_\_\_

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**Attachment No. 6 – Oversight Board Agenda  
Report & Resolution (5.9.2012)**

**Oversight Board**  
**of the Successor Agency of the**  
**Redevelopment Agency of the City of Placentia**  
**AGENDA REPORT**

TO: BOARD MEMBERS  
FROM: EXECUTIVE DIRECTOR  
DATE: MAY 9, 2012  
SUBJECT: **DIRECTION TO, AND APPROVAL OF, SUCCESSOR AGENCY TRANSFER OF THREE (3) PROPERTIES TO THE CITY OF PLACENTIA IN COMPLIANCE WITH HEALTH AND SAFETY CODE § 34181 FOR GOVERNMENTAL AND PUBLIC BENEFIT PURPOSES**  
FISCAL  
IMPACT: N/A

**SUMMARY:**

On May 1, 2012, the Successor Agency for the Redevelopment Agency of the City of Placentia adopted Resolution RSA-2012-04 approving the transfer of three properties to the City of Placentia as the appropriate public jurisdiction as defined by Health and Safety Code § 34181. The three properties consists of two public parking lots and one vacant lot to be used for affordable housing. All three properties were determined to be developed and/or purchased for governmental purposes and that the transfer was a public benefit. This action seeks approval of the Successor Agency action to transfer the three properties to the City of Placentia.

**RECOMMENDATION:**

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

1. Adopt Resolution OB-2012-06, A Resolution of the Oversight Board to the Successor Agency of the Redevelopment Agency of the City of Placentia, California, providing direction to, and approval of, an action by the Successor Agency to transfer three (3) properties to the City of Placentia for governmental and public benefit purposes.

**DISCUSSION:**

On January 17, 2012, the City Council elected to become the Successor Agency to the Redevelopment Agency of the City of Placentia per AB X1 26. As part of the winding down process of the former agency, the Successor Agency is to undertake several tasks. Per Health and Safety Code § 34177 (e), a Successor Agency is required to: "Dispose of assets and properties of the former redevelopment agency as directed by the oversight board; provided, however, that the oversight board may instead direct the successor agency to transfer ownership of certain assets pursuant to subdivision (a) of Section 34181. The disposal is to be done expeditiously and in a manner aimed at maximizing value." HSC § 34181 (a) states in part "...the oversight board may instead direct the successor agency to transfer ownership of those assets that were constructed and used for a governmental purpose, such as roads, school buildings,

parks, and fire stations, to the appropriate public jurisdiction pursuant to any existing agreements relating to the construction or use of such an asset." The intent of these two sections is to seek the transfer of public benefit assets from a defunct agency to the appropriate public agency.

In this case, the two public parking lots which were purchased and built by the former redevelopment agency are used as a governmental purpose (providing public parking) and are considered a public benefit worthy of remaining available to the public. For the two public parking lots (APNs: 339-365-09 and 339-364-09), the most appropriate public jurisdiction to transfer these parcels to is the City of Placentia.

The third property, a vacant residential lot located at 314 Baker Street (APN: 339-391-14), is also recommended for transfer to the City of Placentia since the City has been designated the Successor Housing Agency. This parcel was purchased in 2006 initially for potential parking associated with the forthcoming Metrolink Station, but most recently the parcel was considered a potential site for a relocated water well due to the construction of the Metrolink Station. However, due to a redesign of the passenger platforms, the water well is no longer required to be relocated. The adjacent properties, which are also City of Placentia owned, are deed restricted for affordable housing purposes. The former agency, and now the City of Placentia, are looking to develop a workforce housing development to provide affordable housing opportunities for commuters since this property and the other City-owned sites are adjacent to the forthcoming Metrolink Station. The property at 314 Baker Street is adjacent to the railroad tracks and two other City-owned properties. Transferring the property to the City for governmental purposes (affordable housing in support of the City's Housing Element and Regional Housing Needs Allocation) is a public benefit.

Per AB X1 26, all actions of the Successor Agency must be approved by the Oversight Board. On May 1, 2012, the Successor Agency adopted Resolution RSA-2012-04 which sets forth the transfer of the three properties. If approved by the Oversight Board, the item is to be forwarded to the State Department of Finance (DOF) for review. Upon successful review by the DOF, the above actions shall take place.

Submitted by:



Kenneth A. Domer  
Executive Director

Attachments:

Resolution OB-2012-06  
Map of Former Redevelopment Properties

**Attachment No. 7 – Oversight Board  
Agenda Report & Resolution (approval of  
Amended PMP)**

**Attachment No. 8 – Background Documentation  
(110 S Bradford Ave & 312 S Melrose St.)**



# Placentia City Council and Redevelopment Agency

## AGENDA REPORT

**TO:** CITY COUNCIL/AGENCY BOARD

**FROM:** CITY ADMINISTRATOR/EXECUTIVE DIRECTOR

**DATE:** JANUARY 20, 2009

**SUBJECT:** JOINT PUBLIC HEARING TO CONSIDER ACQUISITION BY THE REDEVELOPMENT AGENCY OF 110 SOUTH BRADFORD AVENUE AND 312 SOUTH MELROSE STREET FROM THE CITY OF PLACENTIA

**FINANCIAL** Revenue to City: \$158,900 annually (interest only payments from Agency)  
**IMPACT:** Expense to Agency: \$158,900 annually (interest only payments to City)

### BACKGROUND

The City of Placentia owns numerous properties both developed and undeveloped. Two of these properties, which are located in the Redevelopment Project Area, have been identified as potential properties to be sold to the Redevelopment Agency to assist in the implementation of the Redevelopment Plan. This action would authorize the sale and purchase of two properties, 110 South Bradford Avenue and 312 South Melrose Avenue, from the City to the Redevelopment Agency.

### RECOMMENDATION:

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

1. Approve the sale of 110 South Bradford Avenue (APN No. 339-052-24) to the Placentia Redevelopment Agency pursuant to the conditions of the Purchase and Sale Agreement by and between the Agency and the City dated January 20, 2009 and adopt the attached resolution.
2. Approve the sale of 312 South Melrose Street (APN No. 339-393-10) to the Placentia Redevelopment Agency pursuant to the conditions of the Purchase and Sale Agreement by and between the Agency and the City dated January 20, 2009 and adopt the attached Resolution.

#### ACTION:

Approved [ ] Denied  
[ ] Receive & File  
[ ] Continued to \_\_\_\_\_

VOTE: 5-0  
FILE# 905

AGENDA ITEM NO.: CC/RA 1.

MEETING DATE: JAN. 20, 2009

R-2009-06; R-2009-07;  
RA-2009-01; RA-2009-02

It is recommended that the Agency Board take the following actions:

1. Approve the purchase, accept the conveyance of 110 South Bradford Avenue (APN No. 339-052-24) from the City, and authorize the Executive Director to execute the Certificate of Acceptance in substantially the form attached to the Grant Deed (Exhibit "A") pursuant to the conditions of the Purchase and Sale Agreement by and between the Agency and the City dated January 20, 2009 and adopt the attached Resolution.
2. Approve the purchase, accept the conveyance of 312 South Melrose Street (APN No. 339-393-10) from the City, and authorize the Executive Director to execute the Certificate of Acceptance in substantially the form attached to the Grant Deed (Exhibit "B") pursuant to the conditions of the Purchase and Sale Agreement by and between the Agency and the City dated January 20, 2009 and adopt the attached Resolution.

**DISCUSSION:**

The City owns property at 110 South Bradford Avenue ("Bradford Property") and 312 South Melrose Street ("Melrose Property"). Both City-owned properties are located within the Placentia Redevelopment Project Area.

The property at 110 South Bradford Avenue (APN No. 339-052-24) is improved parcel with a fire station (Station No. 35) operated by Orange County Fire Authority pursuant to a lease by and between the Orange County Fire Authority and the City for the provision of fire protection services pursuant to a Fire Protection Agreement by and between the Orange County Fire Authority and the City. The 110 South Bradford parcel is zoned "SF-C," Santa Fe Commercial.

The property at 312 South Melrose Street (APN No. 339-393-100) was once a parking lot and is now a vacant weed-covered lot. Access to the lot from Melrose Street was eliminated when the Melrose Street underpass was constructed. Vehicular access to a small portion of the lot is still available from Main Street through an alley behind the retail buildings on Santa Fe Avenue. This property is zoned "C-1," Neighborhood Commercial.

Pursuant to Health and Safety Code Section 33220, the City may sell property it owns to the Redevelopment Agency ("Agency") to help assist the Agency in the implementation of the Redevelopment Plan.

The Agency's acquisition of the both properties provides an opportunity for the lots to be revitalized and blighting influences to be eliminated. Future development on the Bradford Property may include public safety facility expansion, seismic retrofitting, and repairs to existing drainage conditions, within the meaning of Health & Safety Code Section 33445 (the "Statute"). Future development on the Melrose Property may include development of a parking lot to serve the parking-deficient downtown area and the future Metrolink Station, also within the meaning of the Statute.

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REDEVELOPMENT AGENCY COUNCIL MEETING DATE \_\_\_\_\_

### **Payment for Land or Buildings Publicly Owned**

According to the Statute, the Redevelopment Agency may, with the consent of the City Council, pay all or a part of the value of the land for and the construction of any building, facility or structure, or other improvement which is publicly owned either within or without the project area, if the legislative body determines all of the following:

1. That the buildings, facilities, structures or other improvements are of benefit to the project area or the immediate neighborhood in which the project is located, regardless of whether the improvement is within another project area, or in the case of a project area in which substantially all of the land is publicly owned that the improvement is of benefit to an adjacent project area of the Redevelopment Agency.
2. That no other reasonable means of financing the buildings, facilities, structures, or other improvements, are available to the community.
3. That the payment of funds for the acquisition of land or the costs of buildings, facilities, structures, or other improvements will assist in the elimination of one or more blighting conditions inside the project area or provide housing for low or moderate income persons, and is consistent with the implementation plan adopted pursuant to Health & Safety Code Section 33490.

### **Elimination of Blighting Conditions**

Future development of the Bradford Property and the Melrose Property will assist in the Agency's revitalization efforts for the Placentia Redevelopment Project Area.

As further described in the attached "*Summary Report Pursuant to Section 33445 of the California Community Redevelopment Law on the Use of Placentia Redevelopment Agency Funds to Acquire and Improve Publicly Owned Land and Facilities*," the Agency's acquisition of the Bradford Property and the Melrose Property provides an opportunity for the lots to be revitalized and blighting influences to be eliminated. Station No. 35 has insufficient capacity to meet the community's fire protection needs at an optimal level of service thereby contributing to the social and economic blight in the Project Area. The aging building is also in need of improvement and rehabilitation, including seismic retrofitting and drainage improvements which will assist in the elimination of physical blight and protect the structural integrity of an important historic public building. Acquisition of the Melrose Property and development of parking improvements thereon will also assist in the elimination of physical blight and the provision of needed parking to service the parking-deficient downtown area and the future Metrolink Station.

### **Method of Financing**

The City's General Fund is the primary financial source for operating the City. The City's June 30, 2007 audited financial statements show a General Fund deficit of \$3.1 million. The City Administrator has presented a fiscal recovery plan for the General Fund, which could take two or more years to eliminate the current deficit and bring the General Fund budget into balance. Therefore, there are no General Fund current resources or fund balances available to pay for the expansion, improvement and rehabilitation of the Bradford Property and the Melrose Property. The

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REDEVELOPMENT AGENCY COUNCIL MEETING DATE \_\_\_\_\_

acquisition of these properties is consistent with the City Administrator's fiscal recovery plan.

### **Cost of Acquisition**

Based on appraisals conducted on each of the properties, the 110 South Bradford parcel was valued at Nine Hundred Eighty Five Thousand Dollars (\$985,000) and the 312 South Melrose parcel was valued at One Million Two Hundred Eighty Five Thousand Dollars (\$1,285,000).

### **Purchase and Sale Agreements**

The City wishes to sell and the Agency wishes to acquire both City-owned properties for full appraised value. Purchase and Sale Agreements by and between the City and the Agency have been prepared and are attached to this Report as Exhibits "B-1" and "B-2". According to the Purchase and Sale Agreements, the Agency shall be responsible for making monthly interest only payments to the City for both properties. Interest shall be paid at a rate of seven percent (7%) per annum. This rate is consistent with what the Agency would pay for long-term financing. The Agency's obligation to make monthly interest only payments shall be evidenced by a Promissory Note secured by a Deed of Trust.

The initial term on the Promissory Note is five (5) years at which time the unpaid principal balance of the purchase price is due and payable. The Promissory Note requires that the Agency and the City meet and confer not less than every two years to discuss the financial condition of both entities. The City and the Agency may by mutual agreement extend the initial term of the Promissory Note and/or to change the interest rate on the Agency's payments.

Agency funds are available to pay the cost of acquisition in accordance with the terms and provisions of the Purchase and Sale Agreements and to improve the properties as needed. Payments made by the Agency to the City shall be made from the Agency's 80% funds. No housing funds will be used to make the monthly interest only payments to the City.

### **Conformance with the Redevelopment Plan and the Implementation Plan**

Prior to the transaction being completed, the Planning Commission must make a finding that the conveyance of the properties from the City to the Agency is consistent with the General Plan. The Planning Commission made such findings at their December 9, 2008 meeting.

Acquisition and development of the Bradford Property and the Melrose Property by the Agency is in conformance with the Redevelopment Plan and the Agency's five year Implementation Plan, as amended.

### **FISCAL IMPACT**

The acquisition of the 110 South Bradford property by the Agency from the City in accordance with the proposed Purchase and Sale Agreement will cost the Agency Sixty-Eight Thousand Nine Hundred Fifty Dollars (\$68,950) annually (\$5,745.83 monthly) in interest payments. The principal amount of the purchase price of Nine Hundred Eighty-Five Thousand Dollars (\$985,000) will be paid in a lump sum in five years, unless extended by mutual agreement of the City and the Agency. These payments by the Agency will constitute revenue to the City.

AGENDA ITEM NO.: \_\_\_\_\_

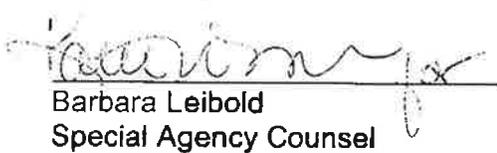
REDEVELOPMENT AGENCY COUNCIL MEETING DATE \_\_\_\_\_

The costs of improvements to the Bradford Property will be determined and paid from available Agency funds.

The acquisition of the 312 South Melrose property by the Agency from the City in accordance with the proposed Purchase and Sale Agreement will cost the Agency Eighty-Nine Thousand Nine Hundred Fifty Dollars (\$89,950) annually (\$7,495.83 monthly) in interest payments. The principal amount of the purchase price of One Million Two Hundred Thousand Eighty-Five Dollars (\$1,285,000) will be paid in a lump sum in five years, unless extended by mutual agreement of the City and the Agency. These payments by the Agency will constitute revenue to the City. The costs of improvements to the Melrose Property will be determined and paid from available Agency funds.

The combined payment from both properties is \$158,900 per year.

Submitted by:

  
Barbara Leibold  
Special Agency Counsel

Reviewed and Approved by:

  
Troy L. Butzlaff  
City Administrator/Executive Director

Attachments:      Summary Report Pursuant to Section 33445  
                            City Council Resolutions (2)  
                            Agency Board Resolutions (2)  
                            Purchase and Sale Agreements, Grant Deed, Promissory Note (2)

AGENDA ITEM NO.: \_\_\_\_\_

REDEVELOPMENT AGENCY COUNCIL MEETING DATE \_\_\_\_\_

**SUMMARY REPORT  
PURSUANT TO SECTION 33445**

**SUMMARY REPORT PURSUANT TO  
SECTION 33445  
OF THE CALIFORNIA COMMUNITY REDEVELOPMENT LAW  
ON USE OF PLACENTIA REDEVELOPMENT AGENCY  
FUNDS TO ACQUIRE AND IMPROVE PUBLICLY OWNED LAND AND  
FACILITIES**

**INTRODUCTION**

The following Summary Report (Report) has been prepared pursuant to Section 33445 of the California Health and Safety Code, also known as the California Community Redevelopment Law (CRL).

**LEGISLATIVE REQUIREMENTS**

CRL Section 33445 states that a Redevelopment Agency (Agency) may, with the consent of the legislative body, pay all or a part of the value of the land for and the construction of any building, facility or structure, or other improvement which is publicly owned either within or without the project area, if the legislative body determines all of the following:

- (1) That the buildings, facilities, structures or other improvements are of benefit to the project area or the immediate neighborhood in which the project is located, regardless of whether the improvement is within another project area, or in the case of a project area in which substantially all of the land is publicly owned that the improvement is of benefit to an adjacent project area of the Agency.
- (2) That no other reasonable means of financing the buildings, facilities, structures, or other improvements, are available to the community.
- (3) That the payment of funds for the acquisition of land or the costs of buildings, facilities, structures, or other improvements will assist in the elimination of one or more blighting conditions inside the project area or provide housing for low or moderate income persons, and is consistent with the implementation plan adopted pursuant to CRL Section 33490.

CRL Section 33679 states that before a redevelopment agency commits to use the portion of taxes to be allocated and paid to an agency pursuant to subdivision (b) of CRL Section 33670 (tax increment financing) for the purpose of paying all or part of the value of land for, and the cost of the installation and construction of, any publicly owned building, other than parking facilities, the legislative body shall hold a public hearing.

The City Council and the Agency published notice in the Placentia News Times on January 8, 2009 and January 15, 2009 of a joint public hearing to be conducted on

January 20, 2009 for purposes of considering the expenditure of Agency funds to purchase two city-owned properties commonly known as 110 South Bradford Avenue and 312 South Melrose Street, Placentia, which properties are located in the Redevelopment Project Area. While the public hearing requirements of CRL Section 33679 do not apply to the financing of 312 South Melrose Street, which consists of land to be acquired for parking facilities, a joint public hearing will be conducted to consider acquisition by the Agency of both properties.

## **BACKGROUND**

The City of Placentia ("City") owns property at 110 South Bradford Avenue (APN No. 339-052-24) (the "Bradford Property") and 312 South Melrose Street (APN No. 339-393-100) (the "Melrose Property). The Bradford Property and the Melrose Property are located within the Placentia Redevelopment Project Area.

The Bradford Property is improved with a fire station constructed in the 1930's (Station No. 35) leased by the Orange County Fire Authority ("Authority") pursuant to a Lease by and between the Authority and the City and operated by the Authority for the provision of fire protection services to the community pursuant to a Fire Protection Agreement by and between the Authority and the City. The zoning designation for the Bradford Property is "SF-C," Santa Fe Commercial.

The Melrose Property was once a parking lot and is now a vacant weed-covered lot. Access to the Melrose Property from Melrose Street was eliminated when the Melrose Street underpass was constructed. Vehicular access to a small portion of the Melrose Property is still available from Main Street through an alley behind the stores on Santa Fe Avenue. This property is zoned "C-1," Neighborhood Commercial.

Pursuant to CRL section 33220, the City may sell property it owns to the Agency to help assist the Agency in the implementation of the Redevelopment Plan. The City desires to sell the Bradford Property and the Melrose Property to the Agency for redevelopment purposes. The Planning Commission has determined that the proposed conveyance of the properties from the City to the Agency is consistent with the City's General Plan.

## **BENEFIT TO PROJECT AREA; BLIGHT ELIMINATION**

Future development of the Bradford Property and the Melrose Property will assist in the Agency's revitalization efforts for the Placentia Redevelopment Project Area.

The Agency's acquisition of the Bradford Property and the Melrose Property provides an opportunity for the lots to be revitalized and blighting influences to be eliminated. Station No. 35 has insufficient capacity to meet the community's fire protection needs at an optimal level of service thereby contributing to the social and economic blight in the Project Area. The aging building is also in need of improvement and rehabilitation, including seismic retrofitting and drainage improvements which will assist in the

elimination of physical blight and protect the structural integrity of an important historic public building.

Acquisition of the Melrose Property and development of parking improvements thereon will also assist in the elimination of physical blight and the provision of needed parking to service the parking-deficient downtown area and the future Metrolink Station which will be integral to the Agency's revitalization efforts for the Placita Santa Fe commercial area, located in the Project Area.

#### **METHODS OF FINANCING AVAILABLE TO THE AGENCY**

The appraised value and projected cost to acquire the properties is \$2,270,000 as shown below.

110 South Bradford Avenue (APN No. 339-052-24)	\$985,000
312 South Melrose Street (APN No. 339-393-100)	\$1,285,000

The Agency has the legal authority and flexibility to implement the revitalization of the Project Area utilizing any or all of the following revenue sources: (1) funds provided by the City; (2) funds provided by the State of California; (3) funds provided by the Federal government; (4) tax increment funds in accordance with provision of the existing CRL; (5) new tax allocation bonds; (6) interest income; (7) loans from private financial institutions; (8) lease or sale of Agency-owned property; (9) donations; (10) developer payments, and (11) any other legally available public or private sources.

The City's General Fund is the primary financial source for operating the City. The City's June 30, 2007 audited financial statements show a General Fund deficit of \$3.1 million and the City Administrator has presented a deficit recovery plan for the General Fund, which could take two or more years to eliminate the current deficit and bring the General Fund budget into balance. Therefore, there are no General Fund current resources or fund balances available to expand, improve or rehabilitate the properties as needed. Moreover, acquisition by the Agency will ensure long-term local public ownership of the properties which will also assist the Agency in the implementation of the Redevelopment Plan.

The acquisition of the 110 South Bradford property by the Agency from the City in accordance with the proposed Purchase and Sale Agreement will cost the Agency Sixty-Eight Thousand Nine Hundred Fifty Dollars (\$68,950) annually (\$5,745.83 monthly) in interest payments. The principal amount of the purchase price of Nine Hundred Eighty-Five Thousand Dollars (\$985,00) will be paid in a lump sum in five years, unless extended by mutual agreement of the City and the Agency.

The acquisition of the 312 South Melrose property by the Agency from the City in accordance with the proposed Purchase and Sale Agreement will cost the Agency Eighty-Nine Thousand Nine Hundred Fifty Dollars (\$89,950) annually (\$7,495.83 monthly) in interest payments. The principal amount of the purchase price of One Million Two Hundred Thousand Eighty-Five Dollars (\$1,285,000) will be paid in a lump sum in five years, unless extended by mutual agreement of the City and the Agency.

Agency funds are available to pay the cost of acquisition in accordance with the terms and provisions of the Purchase and Sale Agreements. Payments made by the Agency to the City shall be made from available tax increment funds. The costs of improvements to the Melrose Property and the Bradford Property will be determined and also paid from available Agency funds. No Low and Moderate Income Housing Funds will be used to make the monthly interest payments to the City or to complete the improvements.

As a result of the current financial situation of State, Federal and local governments, the City is proposing the plan described above as the last resort to fund the proposed conveyance and improvement of the properties. There is no other identified method for financing.

#### **CONFORMANCE WITH THE REDEVELOPMENT PLAN AND THE AB 1290 IMPLEMENTATION PLAN**

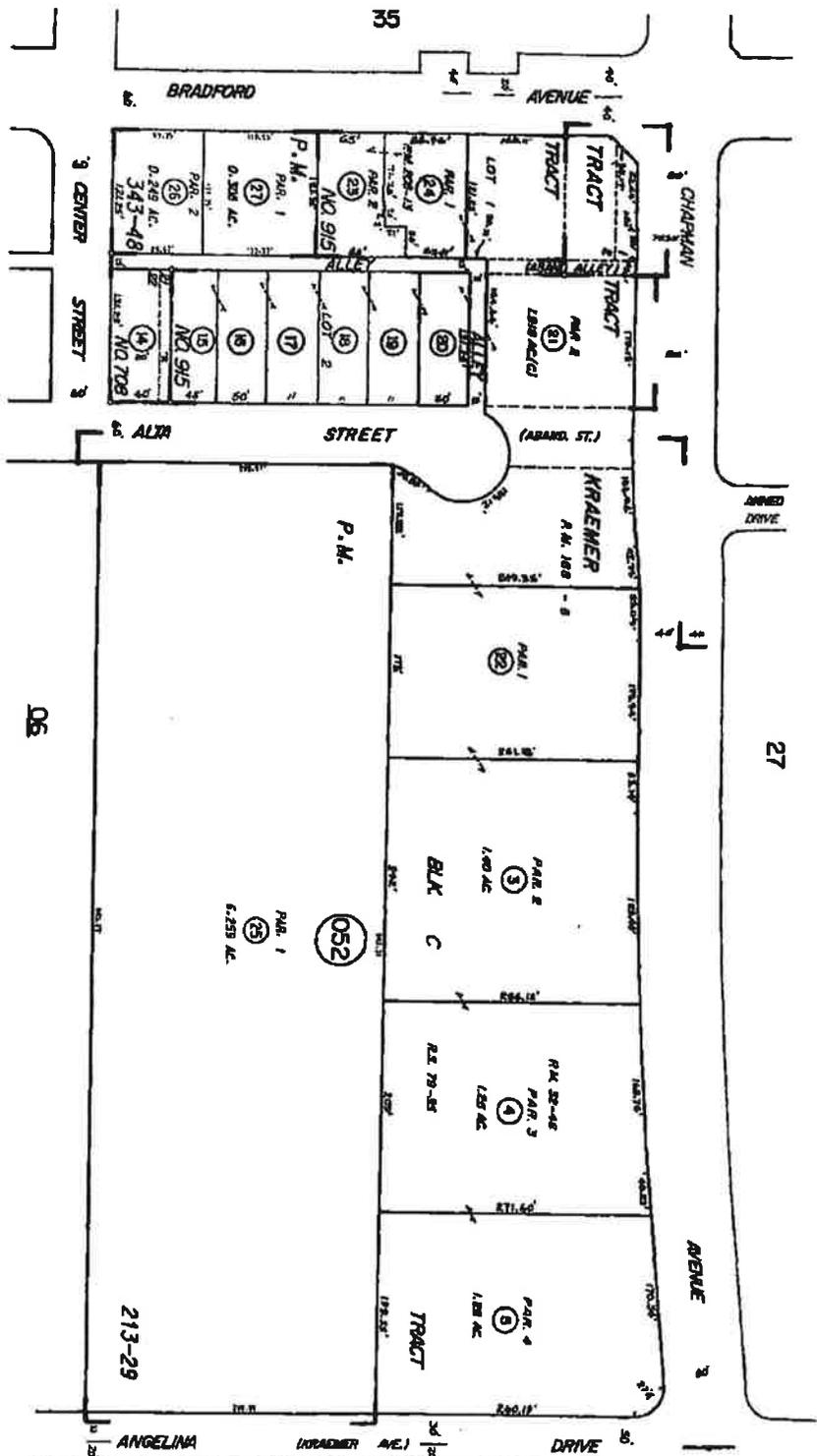
Acquisition and development of the Bradford Property and the Melrose Property by the Agency is in conformance with the Redevelopment Plan and the Agency's five year Implementation Plan, as amended..

**EXHIBIT "A-1"**

**(see attached)**

THIS MAP WAS PREPARED FOR ORANGE COUNTY ASSESSOR DEPT. MINOR'S DIV. THE ASSESSOR MAKES NO GUARANTEE AS TO THE ACCURACY OF THE INFORMATION FOR OTHER USES, NOT TO BE REPRODUCED. ALL RIGHTS RESERVED. © CALIFORNIA ORANGE COUNTY ASSESSOR 2007

339-05



MARCH 1974

KRAEMER TRACT  
TRACT NO. 708  
TRACT NO. 915  
PARCEL MAP

L.A. 1-111,112  
M.M. 22-8  
M.M. 32-30  
P.M. 32-46, 168-8, 200-13, 213-29, 343-48

NOTE - ASSESSOR'S BLOCK & PARCEL NUMBERS SHOWN IN CIRCLES

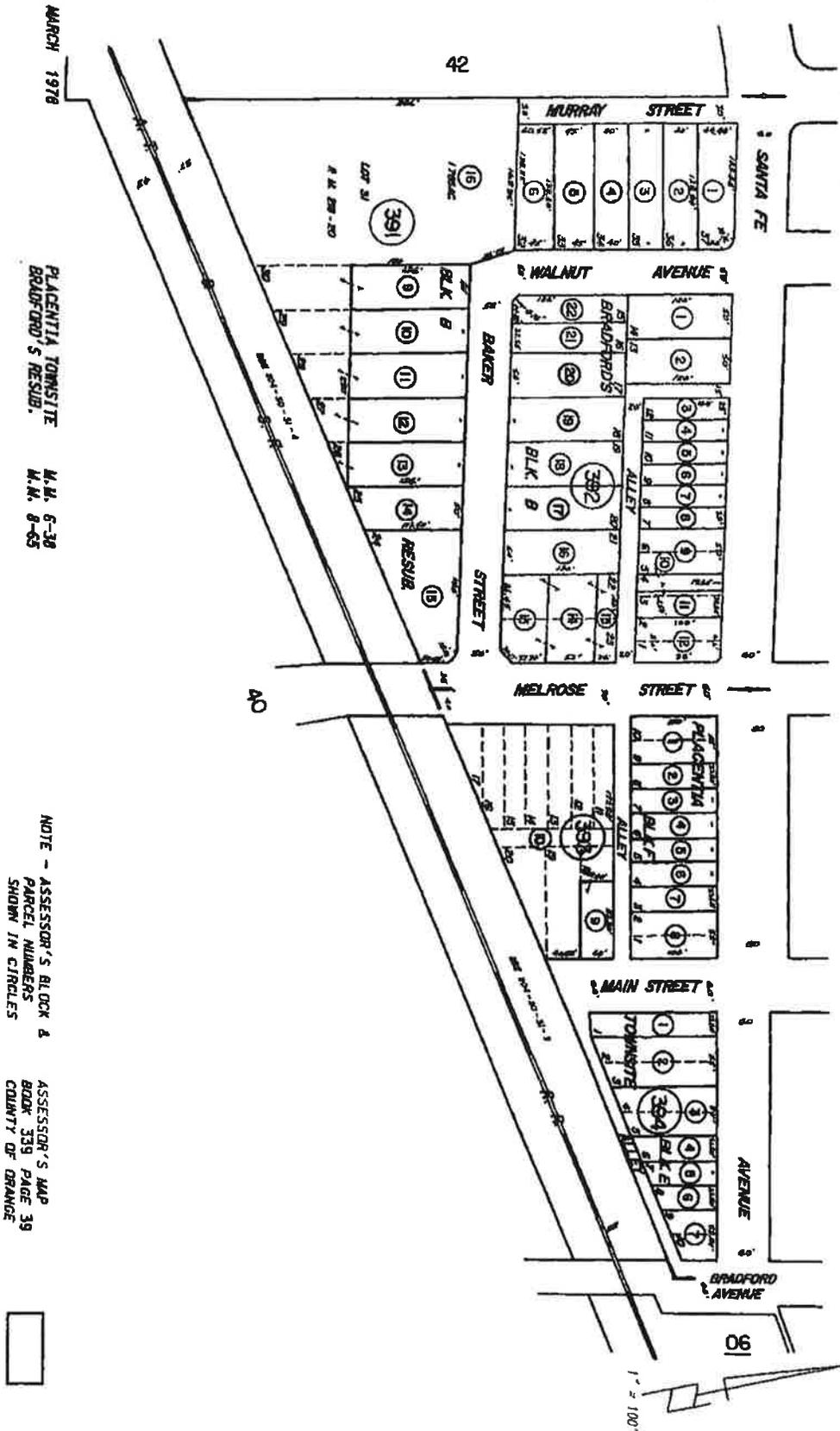
ASSESSOR'S MAP BOOK 339 PAGE 05 COUNTY OF ORANGE



**EXHIBIT "A-2"**

**(see attached)**

HAS MAP BE PREPARED FOR BRIDGE  
 COUNTY ASSESSOR DEPT. PARCELS ON 1,  
 THE ASSESSOR MAKES NO GUARANTEE AS TO  
 HIS ACCURACY OR ASSUMES NO LIABILITY  
 ALL RIGHTS RESERVED.  
 © CENTRAL ORANGE COUNTY ASSESSOR 2007



MARCH 1978  
 PLACENCIA TOWNSITE  
 BRADFORD'S RESUB. M.M. 6-38  
 M.M. 8-63

NOTE - ASSESSOR'S BLOCK &  
 PARCEL NUMBERS  
 SHOWN IN CIRCLES

ASSESSOR'S MAP  
 BOOK 339 PAGE 39  
 COUNTY OF ORANGE



## **RESOLUTIONS**

RESOLUTION NO. R-2009-06

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA APPROVING THE SALE OF 110 SOUTH BRADFORD AVENUE TO THE PLACENTIA REDEVELOPMENT AGENCY AND MAKING FINDINGS IN CONNECTION THEREWITH**

**WHEREAS**, the Placentia Redevelopment Agency (the "Agency"), a public body, corporate and politic, established pursuant to and existing under the California Community Redevelopment Law (the "CRL"; Health and Safety Code Section 33000 et seq.), was created by the City Council of the City of Placentia (the "City"); and

**WHEREAS**, the Agency is undertaking activities necessary for the implementation of the Redevelopment Plan (the "Redevelopment Plan") for the Placentia Redevelopment Project approved and adopted by Ordinance No. 83-0-113 of the City Council of the City on July 19, 1983, and amended by Ordinance No. 90-0-115 on June 26, 1990, Ordinance No. 94-0-144 on December 6, 1994, and Ordinance No. 0-2004-03 on May 18, 2004; and

**WHEREAS**, the City is authorized pursuant to authority provided under CRL Section 33220 to sell property to the Agency; and

**WHEREAS**, the City owns certain real property located at 110 South Bradford Avenue (APN No. 339-052-24), (the "Property") which is in the Placentia Redevelopment Project Area ("Project Area"); and

**WHEREAS**, the Property is improved with a fire station constructed in the 1930's (Station No. 35) operated by Orange County Fire Authority for the provision of fire protection services in the Project Area which fire station is in need of expansion and rehabilitation, including seismic retrofitting and drainage improvements, to adequately service the needs of the community, and

**WHEREAS**, the City Council desires to convey fee simple absolute title in the Property to the Agency and finds that the sale of the Property to the Agency will aid in redevelopment of the Project Area consistent with the Redevelopment Plan by providing an opportunity for the fire station to be rehabilitated and expanded to improve the

level of fire protection services and protect and improve the physical and structural integrity of an important historic public building and for blighting influences to be eliminated by such redevelopment; and

**WHEREAS**, CRL Section 33445 states that the Agency may, with the consent of the City Council, pay all or a part of the value of the land for and the construction of any building, facility or structure, or other improvement which is publicly owned either within or without the Project Area, if the City Council makes certain findings; and

**WHEREAS**, the City Council and the Agency considered the acquisition by the Agency from the City pursuant to the terms and provisions of that certain Purchase and Sale Agreement dated for identification purposes as of January 20, 2009 (the "Agreement") at a joint public hearing conducted on January 20, 2009 notice of which was published in the Placentia News Times on January 8, 2009 and January 15, 2009.

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

**Section 1.** Based on the information presented in the staff report, the Summary Report prepared and presented in accordance with CRL Section 33445, and testimony received at the public hearing, the City Council hereby finds and determines that:

(1) The acquisition of the Property by the Agency and the rehabilitation and expansion of the fire station facility thereon are of benefit to the Project Area and the immediate neighborhood in which the project is located because the project will improve the level of fire protection services and protect and improve the physical and structural integrity and safety of an important historic public building.

(2) As of the adoption of this Resolution, there are no other reasonable means of financing the rehabilitation and expansion of the fire station facility.

(3) The payment of funds for the acquisition of the Property and the completion of the rehabilitation and expansion of the fire station facility (i) will assist in the elimination of one or more blighting conditions inside

the Project Area, (ii) is consistent with and will help effectuate the purposes of the Redevelopment Plan, and (iii) is consistent with the Agency's Implementation Plan adopted pursuant to CRL Section 33490.

**Section 2.** The City Council agrees to sell the Property to the Agency for Nine Hundred Eighty Five Thousand Dollars (\$985,000) in accordance with the terms and provisions of the Agreement.

**Section 3.** The City Council authorizes the City Administrator to execute the Agreement and the grant deed in favor of the Agency, to accept payment, and to execute such other documents as may be reasonably necessary or prudent to complete this transaction as provided in this Resolution.

**Section 4.** The effective date of this Resolution shall be the date of its adoption.

**PASSED AND ADOPTED** by the City Council of the City of Placentia this 20<sup>th</sup> day of January, 2009.

  
\_\_\_\_\_  
GREG SOWARDS, MAYOR  
CITY OF PLACENTIA

ATTEST:  
  
\_\_\_\_\_  
PATRICK J. MELIA, CITY CLERK

STATE OF CALIFORNIA  
COUNTY OF ORANGE

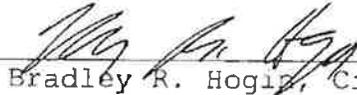
I, Patrick J. Melia, City Clerk of the City of Placentia, hereby certify that the above and foregoing Resolution No. R-2009-06 was duly and regularly passed and adopted by the City Council of the City of Placentia at a duly noticed public hearing thereof, held on the 20<sup>th</sup> day of January, 2009 by the following vote:

AYES: NELSON, UNDERHILL, YAMAGUCHI, AGUIRRE, SOWARDS  
NOES: NONE  
ABSENT: NONE  
ABSTAIN: NONE



PATRICK J. MELIA  
CITY CLERK  
CITY OF PLACENTIA

APPROVED AS TO FORM

By:   
Bradley R. Hogie, City Attorney

RESOLUTION NO. R-2009-07

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA APPROVING THE SALE OF 312 SOUTH MELROSE STREET TO THE PLACENTIA REDEVELOPMENT AGENCY AND MAKING FINDINGS IN CONNECTION THEREWITH**

**WHEREAS**, the Placentia Redevelopment Agency (the "Agency"), a public body, corporate and politic, established pursuant to and existing under the California Community Redevelopment Law (the "CRL"; Health and Safety Code Section 33000 et seq.), was created by the City Council of the City of Placentia (the "City"); and

**WHEREAS**, the Agency is undertaking activities necessary for the implementation of the Redevelopment Plan (the "Redevelopment Plan") for the Placentia Redevelopment Project approved and adopted by Ordinance No. 83-0-113 of the City Council of the City on July 19, 1983, and amended by Ordinance No. 90-0-115 on June 26, 1990, Ordinance No. 94-0-144 on December 6, 1994, and Ordinance No. 0-2004-03 on May 18, 2004; and

**WHEREAS**, the City is authorized pursuant to authority provided under CRL Section 33220 to sell property to the Agency; and

**WHEREAS**, the City owns certain real property located at 312 South Melrose Street (APN No. 339-393-10), (the "Property") which is in the Placentia Redevelopment Project Area ("Project Area"); and

**WHEREAS**, the Property was once improved with a parking lot, but is currently a vacant weed-covered lot contributing a blighting influence in the Project Area; and

**WHEREAS**, the City Council desires to convey fee simple absolute title in the Property to the Agency and finds that the sale of the Property to the Agency will aid in redevelopment of the Project Area consistent with the Redevelopment Plan by providing an opportunity for the Property to be improved and developed as a parking lot to service the parking-deficient downtown area and the future Metrolink Station and for blighting influences to be eliminated by such redevelopment; and

**WHEREAS**, CRL Section 33445 states that the Agency may, with the consent of the City Council, pay all or a part of the value of the land for and the construction of any building, facility or structure, or other improvement which is publicly owned either within or without the Project Area, if the City Council makes certain findings; and

**WHEREAS**, the City Council and the Agency considered the acquisition by the Agency from the City pursuant to the terms and provisions of that certain Purchase and Sale Agreement dated for identification purposes as of January 20, 2009 (the "Agreement") at a joint public hearing conducted on January 20, 2009 notice of which was published in the Placentia News Times on January 8, 2009 and January 15, 2009.

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

**Section 1.** Based on the information presented in the staff report, the Summary Report prepared and presented in accordance with CRL Section 33445, and testimony received at the public hearing, the City Council hereby finds and determines that:

(1) The acquisition of the Property by the Agency and the parking lot improvements to be completed thereon are of benefit to the Project Area and the immediate neighborhood in which the project is located because the downtown area is currently parking-deficient and there will be additional need for parking upon completion of the Metrolink Station.

(2) As of the adoption of this Resolution, there are no other reasonable means of financing the parking lot improvements.

(3) The payment of funds for the acquisition of the Property and the construction of the parking lot improvements (i) will assist in the elimination of one or more blighting conditions inside the Project Area, (ii) is consistent with and will help effectuate the purposes of the Redevelopment Plan, and (iii) is consistent with the Agency's Implementation Plan adopted pursuant to CRL Section 33490.

**Section 2.** The City Council agrees to sell the Property to the Agency for One Million Two Hundred Eighty Five Thousand Dollars (\$1,285,000) in accordance with the terms and provisions of the Agreement.

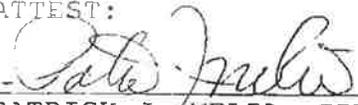
**Section 3.** The City Council authorizes the City Administrator to execute the Agreement and the grant deed in favor of the Agency, to accept payment, and to execute such other documents as may be reasonably necessary or prudent to complete this transaction as provided in this Resolution.

**Section 4.** The effective date of this Resolution shall be the date of its adoption.

**PASSED AND ADOPTED** by the City Council of the City of Placentia this 20<sup>th</sup> day of January, 2009.

  
\_\_\_\_\_  
GREG SOWARDS, MAYOR  
CITY OF PLACENTIA

ATTEST:

  
\_\_\_\_\_  
PATRICK J. MELIA, CITY CLERK

STATE OF CALIFORNIA  
COUNTY OF ORANGE

I, Patrick J. Melia, City Clerk of the City of Placentia, hereby certify that the above and foregoing Resolution No. R-2009-07 was duly and regularly passed and adopted by the City Council of the City of Placentia at a duly noticed public hearing thereof, held on the 20<sup>th</sup> day of January, 2009 by the following vote:

AYES: NELSON, UNDERHILL, YAMAGUCHI, AGUIRRE, SOWARDS  
NOES: NONE  
ABSENT: NONE  
ABSTAIN: NONE

  
\_\_\_\_\_  
PATRICK J. MELIA  
CITY CLERK  
CITY OF PLACENTIA

APPROVED AS TO FORM:

By:   
\_\_\_\_\_  
BRADLEY R. HUGIN, CITY ATTORNEY

RESOLUTION NO. RA-2009-01

**A RESOLUTION OF THE PLACENTIA REDEVELOPMENT AGENCY APPROVING THE ACQUISITION 110 SOUTH BRADFORD AVENUE FROM THE CITY OF PLACENTIA, CALIFORNIA AND MAKING FINDINGS IN CONNECTION THEREWITH**

**WHEREAS**, the Placentia Redevelopment Agency (the "Agency"), a public body, corporate and politic, established pursuant to and existing under the California Community Redevelopment Law (the "CRL"; Health and Safety Code Section 33000 et seq.), was created by the City Council of the City of Placentia (the "City"); and

**WHEREAS**, the Agency is undertaking activities necessary for the implementation of the Redevelopment Plan (the "Redevelopment Plan") for the Placentia Redevelopment Project approved and adopted by Ordinance No. 83-0-113 of the City Council of the City on July 19, 1983, and amended by Ordinance No. 90-0-115 on June 26, 1990, Ordinance No. 94-0-144 on December 6, 1994, and Ordinance No. 0-2004-03 on May 18, 2004; and

**WHEREAS**, the City is authorized pursuant to authority provided under CRL Section 33220 to sell property to the Agency; and

**WHEREAS**, the City owns certain real property located at 110 South Bradford Avenue (APN No. 339-052-24), (the "Property") which is in the Placentia Redevelopment Project Area ("Project Area"); and

**WHEREAS**, the Property is improved with a fire station constructed in the 1930's (Station No. 35) operated by Orange County Fire Authority for the provision of fire protection services in the Project Area which fire station is in need of expansion and rehabilitation, including seismic retrofitting and drainage improvements, to adequately service the needs of the community, and

**WHEREAS**, the City Council desires to convey and the Agency desires to acquire fee simple absolute title in the Property and the Agency finds that such acquisition by the Agency will aid in redevelopment of the Project Area consistent with the Redevelopment Plan by providing an opportunity for the fire station to be rehabilitated and

expanded to improve the level of fire protection services and protect and improve the physical and structural integrity of an important historic public building and for blighting influences to be eliminated by such redevelopment; and

**WHEREAS**, CRL Section 33445 states that the Agency may, with the consent of the City Council, pay all or a part of the value of the land for and the construction of any building, facility or structure, or other improvement which is publicly owned either within or without the Project Area, if the City Council makes certain findings; and

**WHEREAS**, the City Council and the Agency considered the acquisition by the Agency from the City pursuant to the terms and provisions of that certain Purchase and Sale Agreement dated for identification purposes as of January 20, 2009 (the "Agreement") at a joint public hearing conducted on January 20, 2009 notice of which was published in the Placentia News Times on January 8, 2009 and January 15, 2009.

**NOW THEREFORE, THE BOARD OF DIRECTORS OF THE PLACENTIA REDEVELOPMENT AGENCY DOES HEREBY RESOLVE AND DETERMINE AS FOLLOWS:**

**Section 1.** Based on the information presented in the staff report, the Summary Report prepared and presented in accordance with CRL Section 33445, and testimony received at the public hearing, the Agency hereby concurs with the City Council findings and determinations that:

(1) The acquisition of the Property by the Agency and the rehabilitation and expansion of the fire station facility thereon are of benefit to the Project Area and the immediate neighborhood in which the project is located because the project will improve the level of fire protection services and protect and improve the physical and structural integrity and safety of an important historic public building.

(2) As of the adoption of this Resolution, there are no other reasonable means of financing the rehabilitation and expansion of the fire station facility.

(3) The payment of funds for the acquisition of the Property and the completion of the rehabilitation and

expansion of the fire station facility (i) will assist in the elimination of one or more blighting conditions inside the Project Area, (ii) is consistent with and will help effectuate the purposes of the Redevelopment Plan, and (iii) is consistent with the Agency's Implementation Plan adopted pursuant to CRL Section 33490.

**Section 2.** The Agency agrees to purchase the Property from the City for Nine Hundred Eighty Five Thousand Dollars (\$985,000) in accordance with the terms and provisions of the Agreement.

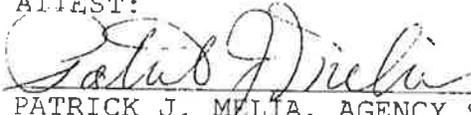
**Section 3.** The Agency authorizes the Executive Director to execute the Agreement, the Promissory Note evidencing the purchase price, the Deed of Trust securing the Agency debt to the City, the certificate of acceptance and such other documents as may be reasonably necessary or prudent to complete this transaction as provided in this Resolution.

**Section 4.** The effective date of this Resolution shall be the date of its adoption.

**PASSED AND ADOPTED** by the Board of the Placentia Redevelopment Agency this 20<sup>th</sup> day of January, 2009.

  
\_\_\_\_\_  
GREG SOWARDS, CHAIRMAN  
PLACENTIA REDEVELOPMENT AGENCY

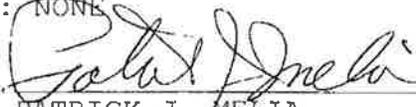
ATTEST:

  
\_\_\_\_\_  
PATRICK J. MELIA, AGENCY SECRETARY

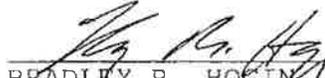
STATE OF CALIFORNIA  
COUNTY OF ORANGE

I, Patrick J. Melia, Agency Secretary of the Redevelopment Agency of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the Redevelopment Agency held on the 20<sup>th</sup> day of January, 2009 by the following vote:

AYES: AGENCY MEMBERS: NELSON, UNDERHILL,  
YAMAGUCHI, AGUIRRE, SOWARDS  
NOES: AGENCY MEMBERS: NONE  
ABSENT: AGENCY MEMBERS: NONE  
ABSTAIN: AGENCY MEMBERS: NONE

  
PATRICK J. MELIA  
AGENCY SECRETARY

APPROVED AS TO FORM:

  
BRADLEY R. HUGIN, AGENCY COUNSEL

RESOLUTION NO. RA-2009-02

**A RESOLUTION OF THE PLACENTIA REDEVELOPMENT AGENCY  
APPROVING THE ACQUISITION OF 312 SOUTH MELROSE  
STREET FROM THE CITY OF PLACENTIA, CALIFORNIA AND  
MAKING FINDINGS IN CONNECTION THEREWITH**

**WHEREAS**, the Placentia Redevelopment Agency (the "Agency"), a public body, corporate and politic, established pursuant to and existing under the California Community Redevelopment Law (the "CRL"; Health and Safety Code Section 33000 et seq.), was created by the City Council of the City of Placentia (the "City"); and

**WHEREAS**, the Agency is undertaking activities necessary for the implementation of the Redevelopment Plan (the "Redevelopment Plan") for the Placentia Redevelopment Project approved and adopted by Ordinance No. 83-0-113 of the City Council of the City on July 19, 1983, and amended by Ordinance No. 90-0-115 on June 26, 1990, Ordinance No. 94-0-144 on December 6, 1994, and Ordinance No. 0-2004-03 on May 18, 2004; and

**WHEREAS**, the City is authorized pursuant to authority provided under CRL Section 33220 to sell property to the Agency; and

**WHEREAS**, the City owns certain real property located at 312 South Melrose Street (APN No. 339-393-10), (the "Property") which is in the Placentia Redevelopment Project Area ("Project Area"); and

**WHEREAS**, the Property was once improved with a parking lot, but is currently a vacant weed-covered lot contributing a blighting influence in the Project Area; and

**WHEREAS**, the City Council desires to convey and the Agency desires to acquire fee simple absolute title in the Property and the Agency finds that such acquisition by the Agency will aid in redevelopment of the Project Area consistent with the Redevelopment Plan by providing an opportunity for the Property to be improved and developed as a parking lot to service the parking-deficient downtown area and the future Metrolink Station and for blighting influences to be eliminated by such redevelopment; and

**WHEREAS**, CRL Section 33445 states that the Agency may, with the consent of the City Council, pay all or a part of the value of the land for and the construction of any building, facility or structure, or other improvement which is publicly owned either within or without the Project Area, if the City Council makes certain findings; and

**WHEREAS**, the City Council and the Agency considered the acquisition by the Agency from the City pursuant to the terms and provisions of that certain Purchase and Sale Agreement dated for identification purposes as of January 20, 2009 (the "Agreement") at a joint public hearing conducted on January 20, 2009 notice of which was published in the Placentia News Times on January 8, 2009 and January 15, 2009.

**NOW THEREFORE, THE BOARD OF DIRECTORS OF THE PLACENTIA REDEVELOPMENT AGENCY DOES HEREBY RESOLVE AND DETERMINE AS FOLLOWS:**

**Section 1.** Based on the information presented in the staff report and at the public hearing, and in accordance with CRL Section 33445, the Agency hereby concurs with the City Council findings and determines that:

(1) The acquisition of the Property by the Agency and the parking lot improvements to be completed thereon are of benefit to the Project Area and the immediate neighborhood in which the project is located because the downtown area is currently parking-deficient and there will be additional need for parking upon completion of the Metrolink Station.

(2) As of the adoption of this Resolution, there are no other reasonable means of financing the parking lot improvements.

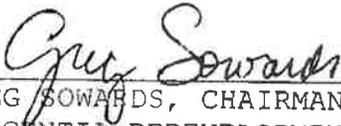
(3) The payment of funds for the acquisition of the Property and the construction of the parking lot improvements (i) will assist in the elimination of one or more blighting conditions inside the Project Area, (ii) is consistent with and will help effectuate the purposes of the Redevelopment Plan, and (iii) is consistent with the Agency's Implementation Plan adopted pursuant to CRL Section 33490.

**Section 2.** The Agency agrees to purchase the Property from the City for One Million Two Hundred Eighty Five Thousand Dollars (\$1,285,000) in accordance with the terms and provisions of the Agreement.

**Section 3.** The Agency authorizes the Executive Director to execute the Agreement, the Promissory Note evidencing the purchase price, the Deed of Trust securing the Agency debt to the City, the certificate of acceptance and such other documents as may be reasonably necessary or prudent to complete this transaction as provided in this Resolution.

**Section 4.** The effective date of this Resolution shall be the date of its adoption.

**PASSED AND ADOPTED** by the Board of the Placentia Redevelopment Agency this 20<sup>th</sup> day of January, 2009.

  
\_\_\_\_\_  
GREG SOWARDS, CHAIRMAN  
PLACENTIA REDEVELOPMENT AGENCY

ATTEST:  
  
\_\_\_\_\_  
PATRICK J. MELIA, AGENCY SECRETARY

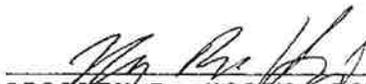
STATE OF CALIFORNIA  
COUNTY OF ORANGE

I, Patrick J. Melia, Agency Secretary of the Redevelopment Agency of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the Redevelopment Agency held on the 20<sup>th</sup> day of January, 2009 by the following vote:

AYES: AGENCY MEMBERS: NELSON, UNDERHILL, YAMAGUCHI,  
AGUIRRE, SOWARDS  
NOES: AGENCY MEMBERS: NONE  
ABSENT: AGENCY MEMBERS: NONE  
ABSTAIN: AGENCY MEMBERS: NONE

  
PATRICK J. MELIA  
AGENCY SECRETARY

APPROVED AS TO FORM

  
BRADLEY R. HOGAN, AGENCY COUNSEL

**PURCHASE AND SALE AGREEMENT  
GRANT DEED  
PROMISSORY NOTE  
DEED OF TRUST**

**312 SOUTH MELROSE**

## PURCHASE AND SALE AGREEMENT

(312 S. Melrose Street)

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is dated for identification purposes as of January 20, 2009 ("Reference Date") by and between the **PLACENTIA REDEVELOPMENT AGENCY**, a public body corporate and politic ("Buyer"), and the **CITY OF PLACENTIA**, a California municipal corporation ("Seller"). This Agreement is for acquisition by the Buyer of certain real Property hereinafter set forth in Attachment No. 1 to Exhibit "A" and is made on the basis of the following facts, intentions and understandings.

### RECITALS

A. Seller is the present owner of that certain real property located in the City of Placentia, California, commonly identifiable as 312 S. Melrose Street, Placentia, California 92870, described as Assessor's Parcel No. 339-393-10, and more particularly described in Attachment No. 1 to Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

B. The Property was once improved with a parking lot, which was operated by Seller, but is currently a vacant weed-covered lot. Access to the lot from Melrose Street was eliminated when the Melrose Street underpass was constructed. Vehicular access to a small portion of the lot is still available from Main Street through an alley behind the stores on Santa Fe Avenue. The property is zoned "C-1", Neighborhood Commercial.

C. Seller desires to convey fee simple absolute title in the Property to Buyer in accordance with the terms and conditions of this Agreement, and Buyer desires to acquire the Property in accordance with this Agreement.

D. Buyer's acquisition of the Property provides an opportunity for the lot to be revitalized and for blighting influences to be eliminated. By purchasing the Property Buyer can acquire land which is necessary for the development of a parking lot to service the parking-deficient downtown area and the future Metrolink Station.

### AGREEMENT

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is acknowledged, the parties agree as follows:

1. **Purchase and Sale.** Upon the terms and conditions contained herein, Buyer hereby agrees to purchase all of Seller's rights, title and interest in and to the Property together with all rights, privileges, tenements, hereditaments, rights-of-way, easements and appurtenances thereto, if any, for the Purchase Price and Seller agrees to sell, assign and convey all of Seller's right, title and interest in and to the Property by Grant Deed to Buyer.

2. **Purchase Price.** The purchase price for the Property shall be One Million Two Hundred Eighty Five Thousand Dollars (\$1,285,000) (the "Purchase Price"), evidenced by that certain Promissory Note described in Section 2.1 below and secured by that certain Deed of Trust described in Section 2.2. below.

2.1 **Promissory Note.** Buyer's obligation to pay the Purchase Price in accordance with this Agreement shall be evidenced by a Promissory Note, substantially in the form attached hereto as Exhibit "B."

2.2 **Deed of Trust.** The Promissory Note required pursuant to Section 2.1 above shall be secured by a Deed of Trust, substantially in the form attached hereto as Exhibit "C."

3. **Public Purpose.** Buyer desires to purchase the Property for a public purpose.

4. **Escrow.** The parties hereby agree to not use an escrow in connection with this Agreement.

5. **Seller's Obligations.**

On the date that this Agreement is executed by both parties (the "Effective Date"), Seller shall deliver to Buyer the following:

a. An executed and recordable Grant Deed sufficient to convey title to Buyer in substantially the form set forth in Exhibit "A"; and

b. A certification of Non-Foreign Status under the Foreign Investment Real Property Tax Act ("FIRPTA Certificate") duly executed by Seller under penalty of perjury in substantially the form attached hereto as Attachment No. 2 to Exhibit "A", setting forth Seller's address and federal tax identification number, and certifying that Seller is not a "foreign person" for purposes of Section 1445 of the Internal Revenue Code of 1986, as may be amended, and any regulation promulgated thereunder and Seller is a resident taxpayer in the State of California for purposes of Revenue and Taxation Code Sections 18805 and 26131.

6. **Buyer's Obligations.**

Buyer shall execute and deliver to the Seller the Promissory Note in substantially the form attached hereto as Exhibit "B".

Buyer shall complete a Certificate of Acceptance in substantially the form attached hereto as Attachment No. 3 to Exhibit "A" and shall affix the Certificate to the Grant Deed for recordation in the official land records of the County of Orange.

Buyer shall file and record the Grant Deed and the Deed of Trust (in that order) and any other documents reasonably requested by Seller in the official land records of the County of Orange.

7. **Representations and Warranties.**

The representations and warranties set forth herein shall continue from and after the Effective Date of this Agreement.

7.1 **Representations and Warranties of Seller.** Seller represents and warrants to Buyer as follows:

a. **Authority.** Seller is the sole owner of the Property and Seller has full right, power and lawful authority to grant, sell and convey the Property as provided herein; and,

b. **Title.** Seller, at the time of the execution of this Agreement, is seized of the Property in fee simple and is the lawful owner of and has good indefeasible title to the Property without exceptions; and,

c. **Governmental Compliance.** Seller has not received any notice from any governmental agency or authority alleging that the Property is currently in violation of any law, ordinance, rule, regulation or requirement applicable to its use and operation; and,

d. **No Conflict or Violation.** To the best of Seller's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or constitute a default or a breach under any contract, lease, agreement or other instrument or order which affects the Property or to which Seller is a party or by which it is bound; and

e. **FIRPTA.** Seller is not a "foreign person" within the parameters of FIRPTA or any similar state statute, or is exempt from the provisions of FIRPTA or any similar state statute, or that Seller has complied and will comply with all the requirements under FIRPTA or any similar state statute.

f. **No Seller Bankruptcy.** Seller is not the subject of a bankruptcy proceeding.

7.2 **Representations and Warranties of Buyer.** Buyer represents and warrants to Seller as follows:

a. **Authority.** Buyer has full right, power and lawful authority to purchase the Property as provided herein; and,

b. **No Conflict.** Buyer's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which Buyer is a party or by which it is bound.

## 8. **Title.**

8.1 **Delivery of Title Report.** The Buyer has obtained, at its expense, a Preliminary Title Report on the Property.

8.2 **Approval Period.** Prior to executing this Agreement, Buyer shall review and approve the Preliminary Title Report and any exceptions or exclusions contained therein. If the Preliminary Title Report contains any exceptions or exclusions that are not acceptable for any reason whatsoever, Buyer shall immediately notify Seller of those exceptions or exclusions.

9. **Loss or Damage.** Loss or damage to the Property, by fire or other casualty, occurring prior to the recordation of the Grant Deed shall be at the risk of Seller. In the event that loss or damage to the Improvements on the Property, by fire or other casualty, occurs prior to the Effective Date of this Agreement, Buyer may elect to (a) require that the Seller pay to Buyer the proceeds of any insurance which may become payable to Seller by reason thereof; or (b) reduce the total price by an amount equal to the insurance payable to Seller.

10. **Indemnification.**

10.1 **Indemnification By Seller.** Seller hereby agrees to indemnify, defend and hold Buyer harmless from and against any claims, damages, demands, liabilities, losses, judgments, expenses and attorneys' fees and/or costs resulting from any material breach of this Agreement by Seller, including, without limitation, the falsity of any representation or warranty made by Seller contained in this Agreement.

10.2 **Indemnification By Buyer.** Buyer hereby agrees to indemnify, defend and hold Seller harmless from and against any claims, damages, demands, liabilities, losses, judgments, expenses and attorneys' fees and/or costs resulting from any material breach of this Agreement by Buyer, including, without limitation, the falsity of any representation or warranty made by Buyer contained in this Agreement.

11. **General Provisions.**

11.1 **Real Estate Brokerage Commission.** Seller and Buyer each represent and warrant to the other that no broker or finder is entitled to any commission or finder's fee in connection with this transaction, and each agrees to defend and hold harmless the other from any claim to any such commission or fee resulting from any action on its part.

11.2 **Assignment.** This Agreement shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, personal representatives, successors and assigns. Buyer shall have the right to assign this Agreement or any interest or right under this Agreement without obtaining the prior written consent of Seller. The Seller may not assign any of its rights pursuant to this Agreement without the written consent of the Buyer. In no event shall any assignment relieve the assigning party of any of its obligations under this Agreement.

11.3 **Approvals and Notices.** Any approval, disapproval, demand, document or other notice ("Notice") which either party may desire to give to the other party under this Agreement must be in writing and may be given by any commercially acceptable means to the party to whom the Notice is directed at the address of the party as set forth below, or at any other address as that party may later designate by Notice. Any Notice given under this paragraph, whether personally or by mail, shall be deemed received only upon actual receipt by the intended party.

To Seller: City of Placentia  
401 East Chapman Avenue  
Placentia, California 92870  
Attention: City Administrator

To Buyer:       Placentia Redevelopment Agency  
                  401 East Chapman Avenue  
                  Placentia, California 92870  
                  Attention: Executive Director

**11.4 Jurisdiction and Venue.** This Agreement shall be construed under the laws of the State of California in effect at the time of the signing of this Agreement. To the extent permitted by law, the parties consent to the jurisdiction of the California courts with venue in Orange County.

**11.5 Titles and Captions.** Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or of any of its terms. References to section numbers are to sections in this Agreement, unless expressly stated otherwise.

**11.6 No Waiver.** A waiver by either party of a breach of any of the covenants, conditions or agreements under this Agreement to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

**11.7 Modifications.** Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party.

**11.8 Severability.** If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

**11.9 Time of Essence.** Time is expressly made of the essence with respect to the performance by Buyer and Seller of each and every obligation and condition of this Agreement.

**11.10 Cooperation.** Each party agrees to cooperate with the other in the closing of this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

**12. Agreement in Total.**

**12.1 Merger of Prior Agreements and Understandings.** This Agreement contains the entire understanding between the parties relating to the transaction contemplated by this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged in this Agreement and shall be of no further force or effect.

12.2 **Counterparts.** This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement.

12.3 **Exhibits Incorporated by Reference.** All exhibits attached to this Agreement are incorporated in this Agreement by this reference. This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes six (6) pages, and three (3) Exhibits including Exhibit "A," Grant Deed, Exhibit "B," Promissory Note and Exhibit "C," Deed of Trust.

**IN WITNESS WHEREOF,** the Buyer and the Seller have signed this Purchase and Sale Agreement on the date set forth below.

**"SELLER"**

**CITY OF PLACENTIA**

Dated: January 20, 2009

By:   
Its: Mayor

**"BUYER"**

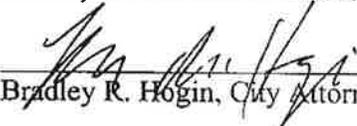
**PLACENTIA REDEVELOPMENT AGENCY**

Dated: January 20, 2009

By:   
Its: Executive Director

**APPROVED AS TO FORM:**

**WOODRUFF, SPRADLIN & SMART**

By:   
Bradley R. Hugin, City Attorney

**LEIBOLD McCLENDON & MANN**

By: \_\_\_\_\_  
Barbara Leibold, Special Agency Counsel

12.2 Counterparts. This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement.

12.3 Exhibits Incorporated by Reference. All exhibits attached to this Agreement are incorporated in this Agreement by this reference. This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes six (6) pages, and three (3) Exhibits including Exhibit "A," Grant Deed, Exhibit "B," Promissory Note and Exhibit "C," Deed of Trust.

IN WITNESS WHEREOF, the Buyer and the Seller have signed this Purchase and Sale Agreement on the date set forth below.

**"SELLER"**

**CITY OF PLACENTIA**

Dated: \_\_\_\_\_

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

*Guy Swords*

**"BUYER"**

**PLACENTIA REDEVELOPMENT AGENCY**

Dated: \_\_\_\_\_

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

*JBT*

**APPROVED AS TO FORM:**

**WOODRUFF, SPRADLIN & SMART**

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

*Bradley R. Hugin*  
Bradley R. Hugin, City Attorney

**LEIBOLD McCLENDON & MANN**

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

*Barbara Leibold*  
Barbara Leibold, Special Agency Counsel

**EXHIBIT "A"**  
**GRANT DEED**  
(See Attached)

Recorded in Official Records, Orange County  
Tom Daly, Clerk-Recorder

NO FEE

2009000266461 12:19pm 05/27/09

112 45 G02 5

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RECORDED AT THE REQUEST OF  
AND WHEN RECORDED RETURN TO:

Placentia Redevelopment Agency  
401 East Chapman Avenue  
Placentia, CA 92870

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)  
(EXEMPT FROM RECORDING FEE PER GOV. CODE §6103)

**GRANT DEED**

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the CITY OF PLACENTIA, a California municipal corporation ("Grantor"), hereby grants to the PLACENTIA REDEVELOPMENT AGENCY, a public body, corporate and politic ("Grantee"), that certain real property commonly identifiable as 312 S. Melrose Street, Placentia, California 92870, referred to as APN 339-393-10, and more particularly described in the legal description attached hereto as ATTACHMENT NO. 1 TO EXHIBIT "A" and incorporated herein by this reference.

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IN WITNESS WHEREOF, Grantor has executed this Grant Deed on this 20th day of January, 2009

"GRANTOR"

CITY OF PLACENTIA, a California  
municipal corporation

By: Greg Sowards  
Greg Sowards, Mayor

ATTEST:

Gato J. Trubie  
City Clerk

APPROVED AS TO FORM:  
Woodruff, Spradlin & Smart

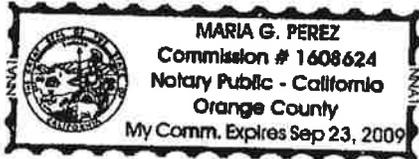
Bradley R. Hogin  
Bradley R. Hogin, City Attorney

STATE OF CALIFORNIA )  
 )ss  
COUNTY OF Orange )

On February 23, 2009, before me, Maria G. Perez, personally appeared Charles Gregory Sowards, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~are~~ subscribed to the within instrument and acknowledged to me that he~~/she/they~~ executed the same in his~~/her/their~~ authorized capacity~~(ies)~~, and that by his~~/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

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

WITNESS my hand and official seal.



Maria G. Perez  
Signature

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**

**(ASSESSORS PARCEL NO. 339-393-10)**

THAT CERTAIN REAL PROPERTY SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF ORANGE, CITY OF PLACENTIA, DESCRIBED AS FOLLOWS:

LOTS 11 THROUGH 17 INCLUSIVE AND WEST 40 FEET OF LOT 18 AND ALL OF LOTS 19 AND 20 IN BLOCK F TOWNSITE, AND INCLUDING ALL OF A 20 FOOT ALLEY BETWEEN LOTS 11, 12, 13, 14, 15, 16, 18, 19 AND 20 IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 6 PAGE 38 OF MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY, WHICH WAS VACATED AND ABANDONED BY ORDER OF THE BOARD OF SUPERVISORS OF ORANGE COUNTY, SEPTEMBER 5, 1992, A CERTIFIED COPY OF SAID ORDER BEING RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY, IN BOOK 19, PAGE 255, MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, CALIFORNIA.

(Commonly referred to as: 312 S. Melrose Avenue, Placentia)

**ATTACHMENT NO. 2 TO  
EXHIBIT "A"**

**CERTIFICATE OF ACCEPTANCE  
(Government Code Section 27281)**

This is to certify that the interest in the improved real property conveyed by Grant Deed dated January 20, 2009 from the City of Placentia, a California municipal corporation ("Grantor") to the Placentia Redevelopment Agency, a public body corporate and politic ("Grantee") is hereby accepted by order of the Placentia Redevelopment Agency on January 20, 2009 and the Grantee consents to recordation thereof by its duly authorized officer.

**PLACENTIA REDEVELOPMENT  
AGENCY, a public body, corporate and  
politic**

  
\_\_\_\_\_  
Troy L. Butzlaff, Executive Director

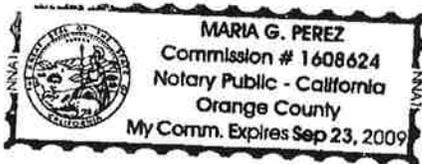
Dated: Jan. 20, 2009

STATE OF CALIFORNIA )  
 )ss  
COUNTY OF Orange )

On February 12, 2009, before me, Maria G. Perez, personally appeared Troy L. Butchiff, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Maria G. Perez  
Signature

**SELLER'S CERTIFICATION OF NON-FOREIGN STATUS  
CHICAGO TITLE COMPANY**

To inform the **PLACENTIA REDEVELOPMENT AGENCY**, a public body, corporate and politic ("Transferee") that withholding of tax under Section 1445 of the Internal Revenue Code of 1986, as amended ("Code") will not be required upon the transfer of certain real property described as Assessor's Parcel No. 339-303-10 located in the City of Placentia, California to the Transferee by the **CITY OF PLACENTIA** ("Transferor"), the undersigned hereby certifies the following:

1. Transferor is not a nonresident alien for purposes of United States income taxation;
2. Transferor's taxpayer identifying number is 95-6000763
3. Transferor's address is

City of Placentia  
401 East Chapman Avenue  
Placentia, California 92870

Transferor understands that this Certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury, I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of the Transferor.

**"SELLER"**

Dated: 3/31/09

By:   
Its: City Administrator

**EXHIBIT "B"**  
**PROMISSORY NOTE**

(See Attached)

**PROMISSORY NOTE SECURED BY DEED OF TRUST**

NOTICE TO AGENCY: THIS NOTE CONTAINS A PROVISION FOR A BALLOON PAYMENT AT MATURITY.

\$1,285,000

Placentia, California

January 20, 2009

<u>312 S. Melrose Street</u>	<u>Placentia</u>	<u>CA</u>	<u>92870</u>
Property Address	City	State	Zip Code

**FOR VALUE RECEIVED**, the **PLACENTIA REDEVELOPMENT AGENCY**, a public body corporate and politic ("Agency") promises to pay to the **CITY OF PLACENTIA**, a municipal corporation ("City") at 401 East Chapman Avenue, Placentia, California 92870, or at such other address as City may direct from time to time in writing, the principal sum of One Million Two Hundred Eighty Five Thousand Dollars (\$1,285,000) (the "Note Amount") in accordance with the terms of this Promissory Note ("Promissory Note"). All sums hereunder shall be payable in lawful money of the United States of America.

**1. Purchase and Sale Agreement.**

This Promissory Note is made and delivered pursuant to and in implementation of that Purchase and Sale Agreement by and between the City and Agency dated as of January 20, 2009 (the "Agreement"), a copy of which is on file as a public record with the City and is incorporated herein by reference. Unless definitions of terms have been expressly set out at length herein, each term shall have the same definition as set forth in the Agreement.

**2. Payment of Note Amount.**

Agency acknowledges and agrees that the purpose of the Agreement is to enable Agency to purchase a certain real property owned by the City.. The property, located in the Placentia Redevelopment Project Area, is blighted and in need of improvement, which the Agency will provide through activities necessary and appropriate to carry out the Redevelopment Plan.

Upon execution this Promissory Note, Agency agrees to make equal monthly interest only payments to the City in the amount of Seven Thousand Four Hundred Ninety-Five Dollars and 83/100 (\$7,495.83) ("Payments"). Payments shall be made by Agency to City on the first day of each month by Agency to City for a period of five years (the "Initial Term"). Upon the expiration of the Initial Term, the Agency shall pay City the entire unpaid principal balance of the Note Amount.

All sums payable hereunder shall be payable in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

3. **Interest Rate.**

The Note Amount shall accrue simple interest at the rate of seven percent (7%) per annum.

4. **Periodic Review of Term and Interest Rate; Amendments.**

City and Agency agree to meet and confer not less than every two years to evaluate the status of this Promissory Note and each other's financial condition. Upon the mutual agreement of City and Agency, changes to the interest rate established in Section 3 above, or the term and/or payment schedule of the Payments established in Section 2 above, or both may be made. Any such modification or other amendment shall be memorialized by a written instrument expressing the intention of both parties to be bound and executed by City and Agency which writing must be firmly and permanently attached to this Promissory Note so as to become a permanent part hereof.

5. **Security for Promissory Note.**

This Promissory Note is secured by a Deed of Trust of even date herewith, executed by Agency as Trustor in favor of the City as Trustee.

6. **Prepayment of Promissory Note.**

Agency may prepay this Promissory Note to the City in full or in part.

7. **City May Assign.**

City may, at its option, assign this Promissory Note without the necessity of obtaining the consent of the Agency.

8. **Agency Assignment Prohibited.**

In no event shall Agency assign or transfer any portion of this Promissory Note, the Note Amount and/or the Agreement without the prior express written consent of the City, which consent will not be unreasonably withheld. This Section shall not affect or diminish the City's right to assign all or any portion of its rights to the loan proceeds hereunder.

9. **Agency's Waivers.**

Agency waives any rights to require the City to: (a) demand payment of amounts due (known as "presentment"), (b) give notice that amounts due have not been paid (known as "notice of dishonor"), and (c) obtain an official certification of nonpayment (known as "protest").

10. **Notice.**

Any notice that must be given to Agency under this Promissory Note shall be given by personal delivery or by mailing it by certified mail addressed to Agency at the Property Address

above or such other address as Agency shall direct from time to time in writing. Failure or delay in giving any notice required hereunder shall not constitute a waiver of any default or late payment, nor shall it change the time for any default or payment. Any notice to Agency shall be given by certified mail at the address stated above.

11. **Successors Bound.**

This Promissory Note shall be binding upon the parties hereto and their respective heirs, successors and assigns.

**IN WITNESS WHEREOF**, Agency has executed this Promissory Note.

“AGENCY”

PLACENTIA REDEVELOPMENT  
AGENCY, a public body corporate and politic

Date: January 20, 2009

By: Greg Sowards  
Greg Sowards, Chairman

ATTEST:

Saturne J. Melia  
Agency Secretary



APPROVED AS TO FORM:

Leibold McClendon & Mann, P.C.

Barbara Leibold  
Barbara Leibold, Agency Special Counsel

**EXHIBIT "C"**  
**DEED OF TRUST**

(See attached)

Recorded in Official Records, Orange County  
Tom Daly, Clerk-Recorder

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**  
The City of Placentia  
401 East Chapman Avenue  
Placentia, California 92870  
Attention: City Administrator

NO FEE

2009000266462 12:19pm 05/27/09

112 45 D11 4  
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SPACE ABOVE THIS LINE FOR RECORDER'S USE  
EXEMPT FROM RECORDING FEE PER GOV. CODE § 6103

**DEED OF TRUST**

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**THIS DEED OF TRUST** ("Deed of Trust") is made as of the 20th day of January, 2009 by and between the PLACENTIA REDEVELOPMENT AGENCY, a public body corporate and politic (the "Trustor"), whose address is 401 East Chapman Avenue, Placentia, California 92870, and the CITY OF PLACENTIA, a municipal corporation (the "Trustee/Beneficiary") whose address is 401 East Chapman Avenue, Placentia, California 92870.

**WITNESSETH** that Trustor grants to Trustee/Beneficiary in trust, with power of sale, Trustor's estate, dated on or about the date hereof, in certain real property located at 312 S. Melrose Street, in the City of Placentia, County of Orange, State of California, described in EXHIBIT "A" attached hereto ("Property") together with any and all improvements thereon, rents, issues and profits thereof for the purpose of securing payment of the sum of One Million Two Hundred Eighty Five Thousand Dollars (\$1,285,000) with interest thereon, if applicable, according to the terms of that certain Promissory Note of even date herewith secured by this Deed of Trust made by Trustor, payable to the order of Trustee/Beneficiary (the "Promissory Note") and extensions or renewals thereof pursuant to and in accordance with the terms of that certain Purchase and Sale Agreement by and between Trustor and Trustee/Beneficiary dated as of January 20, 2009 (the "Agreement").

To protect the security of this Deed of Trust, and with respect to the Property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Kings	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	166	1307	Siskiyou	506	762
Amador	133	438	Lassen	192	367	Riverside	3778	347	Solano	1287	621
Butte	1330	513	Los Angeles	T-3878	874	Sacramento	5039	124	Sonoma	2067	427
Calaveras	185	338	Madera	911	136	San Benito	300	405	Stanislaus	1970	56
Colusa	323	391	Marin	1849	122	San Bernardino	6213	768	Sutter	655	585
Contra Costa	4684	1	Mariposa	90	453	San Francisco	A-804	596	Tehama	457	183
Del Norte	101	549	Mendocino	667	99	San Joaquin	2855	283	Trinity	108	595
El Dorado	704	635	Merced	1660	753	San Luis Obispo	1311	137	Tulare	2530	108
Fresno	5052	623	Modoc	191	93	San Mateo	4778	175	Tuolumne	177	160
Glenn	469	76	Mono	69	302	Santa Barbara	2065	881	Ventura	2607	237
Humboldt	801	83	Monterey	357	239	Santa Clara	6626	664	Yolo	769	16
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	607	Yuba	398	693
Inyo	165	672	Nevada	363	94	Shasta	800	633			
Kern	3756	690	Orange	7182	18	San Diego					

SERIES 5 Book 1964, Page 149774

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B (identical in all counties, and printed on pages 3 and 4 hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Trustee/Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

**"TRUSTOR"**

PLACENTIA REDEVELOPMENT AGENCY,  
a public body, corporate and politic

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

*Greg Sowards*  
Greg Sowards, Chairman

**DO NOT RECORD - Provisions incorporated from Recorded Fictitious Deed of Trust.**

**A. TO PROTECT THE SECURITY HEREOF, TRUSTOR AGREES:**

1. To keep said property in good condition and repair, preserve thereon the buildings, complete construction begun, restore damage or destruction, and pay the cost thereof; to commit or permit no waste, no violation of laws or covenants or conditions relating to use, alterations or improvements; to cultivate, irrigate, fertilize, fumigate, prune, and do all other acts which the character and use of said property and the estate or interest in said property secured by this Deed of Trust may require to preserve this security.

2. To provide, maintain and deliver to Trustee/Beneficiary fire insurance satisfactory to and with loss payable to Trustee/Beneficiary. The amount collected under any fire or other insurance policy may be applied by Trustee/Beneficiary upon any indebtedness secured hereby and in such order as Trustee/Beneficiary may determine, or Trustee/Beneficiary may release all or any part thereof to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Trustee/Beneficiary; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Trustee/Beneficiary may appear.

**B. IT IS MUTUALLY AGREED THAT:**

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned to Trustee/Beneficiary, who may apply or release such moneys received by him in the same manner and with the same effect as provided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Trustee/Beneficiary does not waive his right either to require payment when due of all other sums so secured or to declare default for failure so to pay.

3. At any time or from time to time, without liability therefor and without notice, upon written request of Trustee/Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee/Beneficiary may: reconvey any part of said property; consent to the making of any map thereof; join in granting any easement thereon; or join in any agreement extending or subordinating the lien or charge hereof.

4. Upon written request of Trustee/Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee/Beneficiary for cancellation and retention and upon payment of its fees, Trustee/Beneficiary shall reconvey without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as the person or persons legally entitled thereto.

5. Upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Trustee/Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee/Beneficiary of written declaration of default and demand for sale and of written notice of default and of election to cause said property to be sold, which notice Trustee shall cause to be duly filed for record. Trustee/Beneficiary also shall maintain in its official records this Deed, said note and all documents evidencing expenditures secured hereby.

Trustee/Beneficiary shall give notice of sale as then required by law, and without demand on Trustor, at least three months having elapsed after recordation of such notice of default, shall sell said property at the time and place of sale fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale.

4. To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Trustee/Beneficiary, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Trustee/Beneficiary being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

5. To pay immediately and without demand all sums so expended by Trustee/Beneficiary, with interest from date of expenditure at seven per cent per annum, and to pay for any statement provided for by law regarding the obligations secured hereby in the amount demanded by Trustee/Beneficiary, not exceeding the maximum amount permitted by law at the time of the request therefore.

Trustee/Beneficiary may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee/Beneficiary shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, expressed or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor or Trustee/Beneficiary, as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee/Beneficiary and of this Trust, including cost of evidence of title in connection with sale, Trustee/Beneficiary shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at seven per cent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

6. This Deed applies to, inures to the benefit of, and binds all parties hereto, their legal representatives and successors in interest. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

7. Trustee/Beneficiary accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee/Beneficiary is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor or Trustee/Beneficiary shall be a party unless brought by Trustee/Beneficiary.

8. The Trusts created hereby are irrevocable by Trustor.

**REQUEST FOR FULL RECONVEYANCE**

To be used only upon repayment of the Purchase Price.

Date \_\_\_\_\_

To: \_\_\_\_\_ Trustee/Beneficiary: \_\_\_\_\_

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by said Deed of Trust have been paid, and you are requested, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

Mail Reconveyance to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Do not lose or destroy this Deed of Trust OR the Promissory Note or Agreement which it secures. Both must be delivered to the Trustee/Beneficiary before reconveyance will be made.

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**

**(ASSESSORS PARCEL NO. 339-393-10)**

THAT CERTAIN REAL PROPERTY SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF ORANGE, CITY OF PLACENTIA, DESCRIBED AS FOLLOWS:

LOTS 11 THROUGH 17 INCLUSIVE AND WEST 40 FEET OF LOT 18 AND ALL OF LOTS 19 AND 20 IN BLOCK F TOWNSITE, AND INCLUDING ALL OF A 20 FOOT ALLEY BETWEEN LOTS 11, 12, 13, 14, 15, 16, 18, 19 AND 20 IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 6 PAGE 38 OF MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY, WHICH WAS VACATED AND ABANDONED BY ORDER OF THE BOARD OF SUPERVISORS OF ORANGE COUNTY, SEPTEMBER 5, 1992, A CERTIFIED COPY OF SAID ORDER BEING RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY, IN BOOK 19, PAGE 255, MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, CALIFORNIA.

(Commonly referred to as: 312 S. Melrose Avenue, Placentia)



**PURCHASE AND SALE AGREEMENT  
GRANT DEED  
PROMISSORY NOTE  
DEED OF TRUST**

**110 SOUTH BRADFORD**

## **PURCHASE AND SALE AGREEMENT**

**(110 S. Bradford Avenue)**

**THIS PURCHASE AND SALE AGREEMENT** (this "Agreement") is dated for identification purposes as of January 20, 2009 ("Reference Date") by and between the **PLACENTIA REDEVELOPMENT AGENCY**, a public body corporate and politic ("Buyer"), and the **CITY OF PLACENTIA**, a California municipal corporation ("Seller"). This Agreement is for acquisition by the Buyer of certain real Property hereinafter set forth in Attachment No. 1 to Exhibit "A" and is made on the basis of the following facts, intentions and understandings.

### **RECITALS**

A. Seller is the present owner of that certain improved real property located in the City of Placentia, California, commonly identifiable as 110 S. Bradford Avenue, Placentia, California 92870, described as Assessor's Parcel No. 339-052-24, and more particularly described in Attachment No. 1 to Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

B. The Property is currently improved with a fire station operated by the Orange County Fire Authority pursuant to a Lease by and between the Orange County Fire Authority and the City for the provision of fire protection services pursuant to a Fire Protection Agreement by and between the Orange County Fire Authority and the City. The Property is currently zoned "SF-C", Santa Fe Commercial.

C. Seller desires to convey fee simple absolute title in the Property to Buyer in accordance with the terms and conditions of this Agreement, and Buyer desires to acquire the Property in accordance with this Agreement.

D. Buyer's acquisition of the Property provides an opportunity for the lot to be revitalized and blighting influences to be eliminated. Specifically, by acquiring the Property, Buyer can undertake a public safety facility expansion and seismic retrofitting of the existing fire station, which was built in the 1930's. Expanding and retrofitting the existing public safety facility will improve the level of fire protection services provided by this fire station. Moreover, Buyer's acquisition of the Property enables it to undertake repairs to mitigate deficiencies associated with the existing drainage conditions, which result in flooding during heavy rains.

### **AGREEMENT**

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is acknowledged, the parties agree as follows:

1. **Purchase and Sale.** Upon the terms and conditions contained herein, Buyer hereby agrees to purchase all of Seller's rights, title and interest in and to the Property together with all rights, privileges, tenements, hereditaments, rights-of-way, easements and appurtenances thereto, if any, for the Purchase Price and Seller agrees to sell, assign and convey all of Seller's right, title and interest in and to the Property by Grant Deed to Buyer.

2. **Purchase Price.** The purchase price for the Property shall be Nine Hundred Eighty Five Thousand Dollars (\$985,000) (the "Purchase Price"), evidenced by that certain Promissory Note described in Section 2.1 below and secured by that certain Deed of Trust described in Section 2.2 below.

2.1 **Promissory Note.** Buyer's obligation to pay the Purchase Price in accordance with this Agreement shall be evidenced by a Promissory Note, substantially in the form attached hereto as Exhibit "B."

2.2 **Deed of Trust.** The Promissory Note required pursuant to Section 2.1 above shall be secured by a Deed of Trust, substantially in the form attached hereto as Exhibit "C." Buyer shall file and record the Deed of Trust, and any other documents reasonably requested by Seller, within three (3) business days after the Effective Date of this Agreement.

3. **Public Purpose.** Buyer desires to purchase the Property for a public purpose.

4. **Escrow.** The parties hereby agree to not use an escrow in connection with this Agreement.

5. **Seller's Obligations.**

On the date that this Agreement is executed by both parties (the "Effective Date"), Seller shall deliver to Buyer the following:

a. An executed and recordable Grant Deed sufficient to convey title to Buyer in substantially the form set forth in Exhibit "A"; and

b. A certification of Non-Foreign Status under the Foreign Investment Real Property Tax Act ("FIRPTA Certificate") duly executed by Seller under penalty of perjury in substantially the form attached hereto as Attachment No. 2 to Exhibit "A", setting forth Seller's address and federal tax identification number, and certifying that Seller is not a "foreign person" for purposes of Section 1445 of the Internal Revenue Code of 1986, as may be amended, and any regulation promulgated thereunder and Seller is a resident taxpayer in the State of California for purposes of Revenue and Taxation Code Sections 18805 and 26131.

6. **Buyer's Obligations.**

Buyer shall execute and deliver to the Seller the Promissory Note in substantially the form attached hereto as Exhibit "B".

Buyer shall complete a Certificate of Acceptance in substantially the form attached hereto as Attachment No. 3 to Exhibit "A" and shall affix the Certificate to the Grant Deed for recordation in the official land records of the County of Orange.

Buyer shall file and record the Grant Deed and the Deed of Trust (in that order) and any other documents reasonably requested by Seller in the official land records of the County of Orange.

7. **Representations and Warranties.**

The representations and warranties set forth herein shall continue from and after the Effective Date of this Agreement.

7.1 **Representations and Warranties of Seller.** Seller represents and warrants to Buyer as follows:

a. **Authority.** Seller is the sole owner of the Property and Seller has full right, power and lawful authority to grant, sell and convey the Property as provided herein; and,

b. **Title.** Seller, at the time of the execution of this Agreement, is seized of the Property in fee simple and is the lawful owner of and has good indefeasible title to the Property without exceptions; and,

c. **Governmental Compliance.** Seller has not received any notice from any governmental agency or authority alleging that the Property is currently in violation of any law, ordinance, rule, regulation or requirement applicable to its use and operation; and,

d. **No Conflict or Violation.** To the best of Seller's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or constitute a default or a breach under any contract, lease, agreement or other instrument or order which affects the Property or to which Seller is a party or by which it is bound; and

e. **FIRPTA.** Seller is not a "foreign person" within the parameters of FIRPTA or any similar state statute, or is exempt from the provisions of FIRPTA or any similar state statute, or that Seller has complied and will comply with all the requirements under FIRPTA or any similar state statute.

f. **No Seller Bankruptcy.** Seller is not the subject of a bankruptcy proceeding.

7.2 **Representations and Warranties of Buyer.** Buyer represents and warrants to Seller as follows:

a. **Authority.** Buyer has full right, power and lawful authority to purchase the Property as provided herein; and,

b. **No Conflict.** Buyer's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which Buyer is a party or by which it is bound.

8. **Title.**

8.1 **Delivery of Title Report.** The Buyer has obtained, at its expense, a Preliminary Title Report on the Property.

8.2 **Approval Period.** Prior to executing this Agreement, Buyer shall review and approve the Preliminary Title Report and any exceptions or exclusions contained therein. If the Preliminary Title Report contains any exceptions or exclusions that are not acceptable for any reason whatsoever, Buyer shall immediately notify Seller of those exceptions or exclusions.

9. **Loss or Damage.** Loss or damage to the Property, by fire or other casualty, occurring prior to the recordation of the Grant Deed shall be at the risk of Seller. In the event that loss or damage to the Improvements on the Property, by fire or other casualty, occurs prior to the Effective Date of this Agreement, Buyer may elect to (a) require that the Seller pay to Buyer the proceeds of any insurance which may become payable to Seller by reason thereof; or (b) reduce the total price by an amount equal to the insurance payable to Seller.

10. **Indemnification.**

10.1 **Indemnification By Seller.** Seller hereby agrees to indemnify, defend and hold Buyer harmless from and against any claims, damages, demands, liabilities, losses, judgments, expenses and attorneys' fees and/or costs resulting from any material breach of this Agreement by Seller, including, without limitation, the falsity of any representation or warranty made by Seller contained in this Agreement.

11. **General Provisions.**

11.1 **Real Estate Brokerage Commission.** Seller and Buyer each represent and warrant to the other that no broker or finder is entitled to any commission or finder's fee in connection with this transaction, and each agrees to defend and hold harmless the other from any claim to any such commission or fee resulting from any action on its part.

11.2 **Assignment.** This Agreement shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, personal representatives, successors and assigns. Buyer shall have the right to assign this Agreement or any interest or right under this Agreement without obtaining the prior written consent of Seller. The Seller may not assign any of its rights pursuant to this Agreement without the written consent of the Buyer. In no event shall any assignment relieve the assigning party of any of its obligations under this Agreement.

11.3 **Approvals and Notices.** Any approval, disapproval, demand, document or other notice ("Notice") which either party may desire to give to the other party under this Agreement must be in writing and may be given by any commercially acceptable means to the party to whom the Notice is directed at the address of the party as set forth below, or at any other address as that party may later designate by Notice. Any Notice given under this paragraph, whether personally or by mail, shall be deemed received only upon actual receipt by the intended party.

To Seller: City of Placentia  
401 East Chapman Avenue  
Placentia, California 92870  
Attention: City Administrator

To Buyer:       Placentia Redevelopment Agency  
                  401 East Chapman Avenue  
                  Placentia, California 92870  
                  Attention: Executive Director

11.4 **Jurisdiction and Venue.** This Agreement shall be construed under the laws of the State of California in effect at the time of the signing of this Agreement. To the extent permitted by law, the parties consent to the jurisdiction of the California courts with venue in Orange County.

11.5 **Titles and Captions.** Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or of any of its terms. References to section numbers are to sections in this Agreement, unless expressly stated otherwise.

11.6 **No Waiver.** A waiver by either party of a breach of any of the covenants, conditions or agreements under this Agreement to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

11.7 **Modifications.** Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party.

11.8 **Severability.** If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

11.9 **Time of Essence.** Time is expressly made of the essence with respect to the performance by Buyer and Seller of each and every obligation and condition of this Agreement.

11.10 **Cooperation.** Each party agrees to cooperate with the other in the closing of this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

## 12. **Agreement in Total.**

12.1 **Merger of Prior Agreements and Understandings.** This Agreement contains the entire understanding between the parties relating to the transaction contemplated by this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged in this Agreement and shall be of no further force or effect.

12.2 **Counterparts.** This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement.

12.3 **Exhibits Incorporated by Reference.** All exhibits attached to this Agreement are incorporated in this Agreement by this reference. This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes six (6) pages, and three (3) Exhibits including Exhibit "A," Grant Deed, Exhibit "B," Promissory Note and Exhibit "C," Deed of Trust.

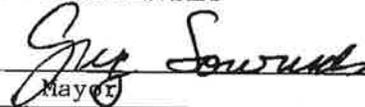
**IN WITNESS WHEREOF,** the Buyer and the Seller have signed this Purchase and Sale Agreement on the date set forth below.

**"SELLER"**

**CITY OF PLACENTIA**

Dated: January 20, 2009

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

  
Mayor

**"BUYER"**

**PLACENTIA REDEVELOPMENT AGENCY**

Dated: January 20, 2009

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

  
Executive Director

**APPROVED AS TO FORM:**

**WOODRUFF, SPRADLIN & SMART**

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

  
Bradley R. Hogin, City Attorney

**LEIBOLD McCLENDON & MANN**

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

Barbara Leibold, Special Agency Counsel

12.2 Counterparts. This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement.

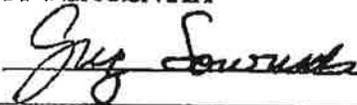
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IN WITNESS WHEREOF, the Buyer and the Seller have signed this Purchase and Sale Agreement on the date set forth below.

**"SELLER"**

CITY OF PLACENTIA

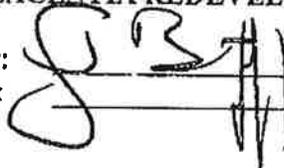
Dated: \_\_\_\_\_

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

**"BUYER"**

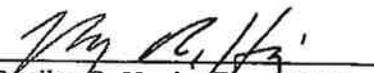
PLACENTIA REDEVELOPMENT AGENCY

Dated: \_\_\_\_\_

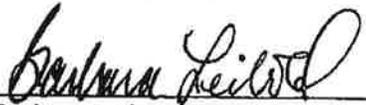
By:   
Its: \_\_\_\_\_

**APPROVED AS TO FORM:**

WOODRUFF, SPRADLIN & SMART

By:   
Bradley R. Hugin, City Attorney

LEIBOLD McCLENDON & MANN

By:   
Barbara Leibold, Special Agency Counsel

**EXHIBIT "A"**

**GRANT DEED**

(See Attached)

RECORDED AT THE REQUEST OF  
AND WHEN RECORDED RETURN TO:

Placentia Redevelopment Agency  
401 East Chapman Avenue  
Placentia, CA 92870  
Attn: Executive Director

Recorded in Official Records, Orange County  
Tom Daly, Clerk-Recorder

NO FEE

2009000269783 09:53am 05/28/09

200 32 G02 5  
0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)  
(EXEMPT FROM RECORDING FEE PER GOV. CODE §6103)

**GRANT DEED**

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the CITY OF PLACENTIA, a California municipal corporation ("Grantor"), hereby grants to the PLACENTIA REDEVELOPMENT AGENCY, a public body, corporate and politic ("Grantee"), that certain real property commonly identifiable as 110 S. Bradford Avenue, Placentia, California 92870, referred to as APN No. 339-052-24, and more particularly described in the legal description attached hereto as Attachment No. 1 to Exhibit "A" and incorporated herein by this reference.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed on this 20th day of January, 2009.

"GRANTOR"

CITY OF PLACENTIA, a California  
municipal corporation

By: Greg Sowards  
Greg Sowards, Mayor

ATTEST:

Daniel J. Inchi  
City Clerk

APPROVED AS TO FORM:  
Woodruff, Spradlin & Smart

Bradley R. Hogin  
Bradley R. Hogin, City Attorney

157

OK  
JLS



**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**

**(ASSESSORS PARCEL NO. 339-052-24)**

THAT CERTAIN REAL PROPERTY SITUATED IN THE STATE OF CALIFORNIA,  
COUNTY OF ORANGE, CITY OF PLACENTIA, DESCRIBED AS:

PARCEL 1 OF PARCEL MAP 85-378 AS PER MAP SHOWN IN BOOK 208,  
PAGES 13 AND 14, INCLUSIVE, OF PARCEL MAPS IN THE OFFICE OF  
THE COUNTY RECORDER OF SAID ORANGE COUNTY.

(Commonly referred to as: 110 S. Bradford Avenue, Placentia)

**ATTACHMENT NO. 2 TO  
EXHIBIT "A"**

**CERTIFICATE OF ACCEPTANCE  
(Government Code Section 27281)**

This is to certify that the interest in the improved real property conveyed by Grant Deed dated January 20, 2009 from the City of Placentia, a California municipal corporation ("Grantor") to the Placentia Redevelopment Agency, a public body corporate and politic ("Grantee") is hereby accepted by order of the Placentia Redevelopment Agency on January 20, 2009 and the Grantee consents to recordation thereof by its duly authorized officer.

**PLACENTIA REDEVELOPMENT  
AGENCY**, a public body, corporate and  
politic



Troy L. Butzlaaf, Executive Director

Dated: Jan. 20, 2009



**SELLER'S CERTIFICATION OF NON-FOREIGN STATUS  
CHICAGO TITLE COMPANY**

To inform the **PLACENTIA REDEVELOPMENT AGENCY**, a public body, corporate and politic ("Transferee") that withholding of tax under Section 1445 of the Internal Revenue Code of 1986, as amended ("Code") will not be required upon the transfer of certain real property described as Assessor's Parcel No. 339-052-24 located in the City of Placentia, California to the Transferee by the **CITY OF PLACENTIA** ("Transferor"), the undersigned hereby certifies the following:

1. Transferor is not a nonresident alien for purposes of United States income taxation;
2. Transferor's taxpayer identifying number is 95-6000763
3. Transferor's address is

City of Placentia  
401 East Chapman Avenue  
Placentia, California 92870

Transferor understands that this Certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury, I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of the Transferor.

**"SELLER"**

Dated: 3/31/09

By:   
Its: City Administrator

**EXHIBIT "B"**  
**PROMISSORY NOTE**  
(See Attached)

## PROMISSORY NOTE SECURED BY DEED OF TRUST

NOTICE TO AGENCY: THIS NOTE CONTAINS A PROVISION FOR A BALLOON PAYMENT AT MATURITY.

\$985,000

Placentia, California

January 20, 2009

<u>110 S. Bradford Avenue</u>	<u>Placentia</u>	<u>CA</u>	<u>92870</u>
Property Address	City	State	Zip Code

**FOR VALUE RECEIVED**, the **PLACENTIA REDEVELOPMENT AGENCY**, a public body corporate and politic ("Agency") promises to pay to the **CITY OF PLACENTIA**, a municipal corporation ("City") at 401 East Chapman Avenue, Placentia, California 92870, or at such other address as City may direct from time to time in writing, the principal sum of Nine Hundred Eighty Five Thousand Dollars (\$985,000) (the "Note Amount") in accordance with the terms of this Promissory Note ("Promissory Note"). All sums hereunder shall be payable in lawful money of the United States of America.

### 1. Purchase and Sale Agreement.

This Promissory Note is made and delivered pursuant to and in implementation of that Purchase and Sale Agreement by and between the City and Agency dated as of January 20, 2009 (the "Agreement"), a copy of which is on file as a public record with the City and is incorporated herein by reference. Unless definitions of terms have been expressly set out at length herein, each term shall have the same definition as set forth in the Agreement.

### 2. Payment of Note Amount.

Agency acknowledges and agrees that the purpose of the Agreement is to enable Agency to purchase a certain real property owned by the City and which property is improved with a fire station. The property, located in the Placentia Redevelopment Project Area, is blighted and in need of improvement, which the Agency will provide through activities necessary and appropriate to carry out the Redevelopment Plan.

Upon execution this Promissory Note, Agency agrees to make equal monthly interest only payments to the City in the amount of Five Thousand Seven Hundred Forty-Five Dollars and 83/100 (\$5,745.83) ("Payments"). Payments shall be made by Agency to City on the first day of each month by Agency to City for a period of five years (the "Initial Term"). Upon the expiration of the Initial Term, the Agency shall pay City the entire unpaid principal balance of the Note Amount.

All sums payable hereunder shall be payable in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

3. **Interest Rate.**

The Note Amount shall accrue simple interest at the rate of seven percent (7%) per annum.

4. **Periodic Review of Term and Interest Rate.**

City and Agency agree to meet and confer not less than every two years to evaluate the status of this Promissory Note and each other's financial condition. Upon the mutual agreement of City and Agency, changes to the interest rate established in Section 3 above, or the term and/or payment schedule of the Payments established in Section 2 above, or both may be made. Any such modification or other amendment shall be memorialized by a written instrument expressing the intention of both parties to be bound and executed by City and Agency which writing must be firmly and permanently attached to this Promissory Note so as to become a permanent part hereof.

5. **Security for Promissory Note.**

This Promissory Note is secured by a Deed of Trust of even date herewith, executed by Agency as Trustor in favor of the City as Trustee.

6. **Prepayment of Promissory Note.**

Agency may prepay this Promissory Note to the City in full or in part.

7. **City May Assign.**

City may, at its option, assign this Promissory Note without the necessity of obtaining the consent of the Agency.

8. **Agency Assignment Prohibited.**

In no event shall Agency assign or transfer any portion of this Promissory Note, the Note Amount and/or the Agreement without the prior express written consent of the City, which consent will not be unreasonably withheld. This Section shall not affect or diminish the City's right to assign all or any portion of its rights to the loan proceeds hereunder.

9. **Agency's Waivers.**

Agency waives any rights to require the City to: (a) demand payment of amounts due (known as "presentment"), (b) give notice that amounts due have not been paid (known as "notice of dishonor"), and (c) obtain an official certification of nonpayment (known as "protest").

10. **Notice.**

Any notice that must be given to Agency under this Promissory Note shall be given by personal delivery or by mailing it by certified mail addressed to Agency at the Property Address

above or such other address as Agency shall direct from time to time in writing. Failure or delay in giving any notice required hereunder shall not constitute a waiver of any default or late payment, nor shall it change the time for any default or payment. Any notice to Agency shall be given by certified mail at the address stated above.

11. **Successors Bound.**

This Promissory Note shall be binding upon the parties hereto and their respective heirs, successors and assigns.

**IN WITNESS WHEREOF**, Agency has executed this Promissory Note.

“AGENCY”

PLACENTIA REDEVELOPMENT  
AGENCY, a public body corporate and politic

Date: January 20, 2009

By: Greg Sowards  
Greg Sowards, Chairman

ATTEST:

Patricia J. Melia  
Agency Secretary



APPROVED AS TO FORM:  
Leibold McClendon & Mann, P.C.

Barbara Leibold  
Barbara Leibold, Agency Special Counsel

**EXHIBIT "C"**

**DEED OF TRUST**

(See attached)

155

Recorded in Official Records, Orange County  
Tom Daly, Clerk-Recorder

NO FEE

2009000269784 09:53am 05/28/09

200 32 D11 4  
0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**  
The City of Placentia  
401 East Chapman Avenue  
Placentia, California 992870  
Attention: City Administrator

)  
)

SPACE ABOVE THIS LINE FOR RECORDER'S USE  
EXEMPT FROM RECORDING FEE PER GOV. CODE § 6103

**DEED OF TRUST**

IT  
42  
DF

**THIS DEED OF TRUST** ("Deed of Trust") is made as of the 20th day of January, 2009 by and between the **PLACENTIA REDEVELOPMENT AGENCY**, a public body corporate and politic (the "Trustor"), whose address is 401 East Chapman Avenue, Placentia, California 92870, and the **CITY OF PLACENTIA**, a municipal corporation (the "Trustee/Beneficiary") whose address is 401 East Chapman Avenue, Placentia, California 92870.

**WITNESSETH** that Trustor grants to Trustee/Beneficiary in trust, with power of sale, Trustor's estate, dated on or about the date hereof, in certain improved real property located at 110 S. Bradford Avenue, in the City of Placentia, County of Orange, State of California, described in EXHIBIT "A" attached hereto ("Property") together with any and all improvements thereon, rents, issues and profits thereof, for the purpose of securing payment of the sum of Nine Hundred Eighty Five Thousand Dollars (\$985,000) with interest thereon, if applicable, according to the terms of that certain Promissory Note of even date herewith secured by this Deed of Trust made by Trustor, payable to the order of Trustee/Beneficiary (the "Promissory Note") and extensions or renewals thereof pursuant to and in accordance with the terms of that certain Purchase and Sale Agreement by and between Trustor and Trustee/Beneficiary dated as of January 20, 2009 (the "Agreement").

To protect the security of this Deed of Trust, and with respect to the Property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Kings	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	166	1307	Siskiyou	506	762
Amador	133	438	Lassen	192	367	Riverside	3778	347	Solano	1287	621
Butte	1330	513	Los Angeles	T-3878	874	Sacramento	5039	124	Sonoma	2067	427
Calaveras	185	338	Madera	911	136	San Benito	300	405	Stanislaus	1970	56
Colusa	323	391	Marin	1849	122	San Bernardino	6213	768	Sutter	655	585
Contra Costa	4684	1	Mariposa	90	453	San Francisco	A-804	596	Tehama	457	183
Del Norte	101	549	Mendocino	667	99	San Joaquin	2855	283	Trinity	108	595
El Dorado	704	635	Merced	1660	753	San Luis Obispo	1311	137	Tulare	2530	108
Fresno	5052	623	Modoc	191	93	San Mateo	4778	175	Tuolumne	177	160
Glenn	469	76	Mono	69	302	Santa Barbara	2065	881	Ventura	2607	237
Humboldt	801	83	Monterey	357	239	Santa Clara	6626	664	Yolo	769	16
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	607	Yuba	398	693
Inyo	165	672	Nevada	363	94	Shasta	800	633			
Kern	3756	690	Orange	7182	18	San Diego	SERIES 5 Book 1964, Page 149774				

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B (identical in all counties, and printed on pages 3 and 4 hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Trustee/Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

**"TRUSTOR"**

PLACENTIA REDEVELOPMENT AGENCY,  
a public body, corporate and politic

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

*Greg Sowards*  
Greg Sowards, Chairman

**DO NOT RECORD - Provisions incorporated from Recorded Fictitious Deed of Trust.**

**A. TO PROTECT THE SECURITY HEREOF, TRUSTOR AGREES:**

1. To keep said property in good condition and repair, preserve thereon the buildings, complete construction begun, restore damage or destruction, and pay the cost thereof; to commit or permit no waste, no violation of laws or covenants or conditions relating to use, alterations or improvements; to cultivate, irrigate, fertilize, fumigate, prune, and do all other acts which the character and use of said property and the estate or interest in said property secured by this Deed of Trust may require to preserve this security.

2. To provide, maintain and deliver to Trustee/Beneficiary fire insurance satisfactory to and with loss payable to Trustee/Beneficiary. The amount collected under any fire or other insurance policy may be applied by Trustee/Beneficiary upon any indebtedness secured hereby and in such order as Trustee/Beneficiary may determine, or Trustee/Beneficiary may release all or any part thereof to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Trustee/Beneficiary; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Trustee/Beneficiary may appear.

**B. IT IS MUTUALLY AGREED THAT:**

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned to Trustee/Beneficiary, who may apply or release such moneys received by him in the same manner and with the same effect as provided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Trustee/Beneficiary does not waive his right either to require payment when due of all other sums so secured or to declare default for failure so to pay.

3. At any time or from time to time, without liability therefor and without notice, upon written request of Trustee/Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee/Beneficiary may: reconvey any part of said property; consent to the making of any map thereof; join in granting any easement thereon; or join in any agreement extending or subordinating the lien or charge hereof.

4. Upon written request of Trustee/Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee/Beneficiary for cancellation and retention and upon payment of its fees, Trustee/Beneficiary shall reconvey without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as the person or persons legally entitled thereto.

5. Upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Trustee/Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee/Beneficiary of written declaration of default and demand for sale and of written notice of default and of election to cause said property to be sold, which notice Trustee/Beneficiary shall cause to be duly filed for record. Trustee/Beneficiary also shall maintain in its official records this Deed, said note and all documents evidencing expenditures secured hereby.

Trustee/Beneficiary shall give notice of sale as then required by law, and without demand on Trustor, at least three months having elapsed after recordation of such notice of default, shall sell said property at the time and place of sale fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale.

4. To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Trustee/Beneficiary, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Trustee/Beneficiary being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Trustee/Beneficiary; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

5. To pay immediately and without demand all sums so expended by Trustee/Beneficiary, with interest from date of expenditure at seven per cent per annum, and to pay for any statement provided for by law regarding the obligations secured hereby in the amount demanded by Trustee/Beneficiary, not exceeding the maximum amount permitted by law at the time of the request therefore.

Trustee/Beneficiary may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee/Beneficiary shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, expressed or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor or Trustee/Beneficiary, as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee/Beneficiary and of this Trust, including cost of evidence of title in connection with sale, Trustee/Beneficiary shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at seven per cent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

6. This Deed applies to, inures to the benefit of, and binds all parties hereto, their legal representatives and successors in interest. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

7. Trustee/Beneficiary accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee/Beneficiary is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor or Trustee/Beneficiary shall be a party unless brought by Trustee/Beneficiary.

8. The Trusts created hereby are irrevocable by Trustor.

**REQUEST FOR FULL RECONVEYANCE**

To be used only upon repayment of the Purchase Price.

Date \_\_\_\_\_

To: \_\_\_\_\_ Trustee/Beneficiary: \_\_\_\_\_

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by said Deed of Trust have been paid, and you are requested, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

Mail Reconveyance to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Do not lose or destroy this Deed of Trust OR the Promissory Note or Agreement which it secures. Both must be delivered to the Trustee/Beneficiary before reconveyance will be made.

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**

**(ASSESSORS PARCEL NO. 339-052-24)**

THAT CERTAIN REAL PROPERTY SITUATED IN THE STATE OF CALIFORNIA,  
COUNTY OF ORANGE, CITY OF PLACENTIA, DESCRIBED AS:

PARCEL 1 OF PARCEL MAP 85-378 AS PER MAP SHOWN IN BOOK 208,  
PAGES 13 AND 14, INCLUSIVE, OF PARCEL MAPS IN THE OFFICE OF  
THE COUNTY RECORDER OF SAID ORANGE COUNTY.

(Commonly referred to as: 110 S. Bradford Avenue, Placentia)





**AFFIDAVIT OF PUBLICATION**

STATE OF CALIFORNIA, )  
 ) ss.  
County of Orange )

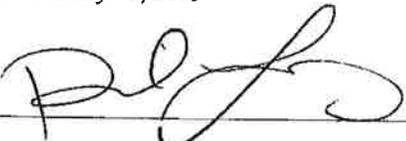
I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the **Placentia News-Times**, a newspaper that has been adjudged to be a newspaper of general circulation by the Superior Court of the County of Orange, State of California, on October 26, 1982, Case No. A-2665 in and for the City of Placentia, County of Orange, State of California; that the notice, of which the annexed is a true printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

January 8, 15, 2009

"I certify (or declare) under the penalty of perjury under the laws of the State of California that the foregoing is true and correct":

Executed at Santa Ana, Orange County, California, on

Date: January 15, 2009



Signature

**Placentia News-Times**  
625 N. Grand Ave.  
Santa Ana, CA 92701  
(714) 796-2209

**PROOF OF PUBLICATION**

Proof of Publication of

Paste Clipping of  
Notice  
**SECURELY**  
In This Space

**NOTICE OF JOINT PUBLIC HEARING**

**NOTICE IS HEREBY GIVEN** that the City Council of the City of Placentia and the Placentia Redevelopment Agency will hold a joint public hearing in the City Council Chamber at Placentia City Hall, located at 401 East Chapman Avenue, Placentia, California, on Tuesday, January 20, 2009 at 7:00 p.m., or as soon thereafter as the matter can be heard, to consider the expenditure of Agency funds to purchase two city-owned properties commonly known as 110 South Bearford Avenue and 312 South Melissa Street, Placentia, CA.

If you challenge the City's and/or Agency's action in connection with the expenditure of Agency funds to purchase these properties you may be limited to raising only those issues raised by you or someone else at the public hearing described in this notice, or in written correspondence delivered to the City Council and/or Redevelopment Agency at, or prior to, the public hearing.

**ALL INTERESTED PERSONS** are invited to attend this hearing and express opinions upon the items listed above, or to submit written comments to the City Council and/or Redevelopment Agency prior to the hearing date.

**FURTHER INFORMATION** on this item may be obtained by contacting the City Clerk at (714) 969-6217. All agenda materials are available for review.

DATE: December 28, 2008

PUBLISH: January 8, 2009 Placentia News Times  
January 15, 2009 9634622

# LEIBOLD McCLENDON & MANN

A PROFESSIONAL CORPORATION

23422 MILL CREEK DRIVE, SUITE 105  
LAGUNA HILLS, CALIFORNIA 92653  
(949) 457-6300

FAX: (949) 457-6305

March 12, 2009

*VIA E-MAIL & OVERNITE EXPRESS*

Katie Wilson  
Placentia Redevelopment Agency  
401 East Chapman Avenue  
Placentia, CA 92870

Re: *City Property Acquisitions*

Katie:

Enclosed are a Grant Deed, Deed of Trust, Certificate of Acceptance, Seller's Certification and Promissory Note for each of the 312 S. Melrose and 110 S. Bradford transactions.

The Mayor, City Clerk and City Attorney must sign both Grant Deeds. The Mayor's signature must be notarized. Troy's signature on the Certificates of Acceptance must also be notarized. The Deeds of Trust must be signed by the Agency Chairman and his signature must be notarized. For your convenience, we have flagged signature lines.

A legal descriptions of the applicable property (312 S. Melrose or 110 S. Bradford) must be attached to each Grant Deed and Deed of Trust. Please substitute a copy of the property legal description labeled "Exhibit A - Legal Description" for the placeholder called "Exhibit A" to each Grant Deed and each Deed of Trust. I have flagged the placeholder page as well.

The (1) Grant Deeds with the Certificates of Acceptance, and (2) the Deeds of Trust should be recorded in the County Recorder's office in that order.

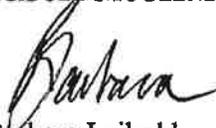
The Promissory Notes must be signed by the Agency Chairman and the Agency Secretary. I have signed as to form. The City Administrator, must sign the Seller's Certifications. These documents are not recorded. They should be maintained in the Agency's permanent file with the fully executed Purchase and Sale Agreements, authorizing Resolutions and related Agenda materials.

Katie Wilson  
*RE: City Property Acquisitions*  
March 12, 2009  
Page 2 of 2

If you have any questions or concerns, please do not hesitate to contact me. My direct dial line is (949) 457-6312 and my email address is [Barbara@CEQA.com](mailto:Barbara@CEQA.com).

Very truly yours,

LEIBOLD McCLENDON & MANN, P.C.

A handwritten signature in black ink, appearing to read "Barbara", written over a horizontal line.

Barbara Leibold  
Special Agency Counsel

Enclosures

cc: Troy Butzlaff (w/o enclosures)