

Corrected

Placentia Library District
Circulation Report
October 17, 1995

	FY 95-96 YTD	FY94-95 YTD	% CHANGE FY95 TO FY96	FY95-96 SEP 95	FY94-95 SEP 94
1st Time Checkouts	53,799	52,967	1.57%	14,381	15,988
Phone Renewals	2,627	3,334	-21.21%	929	1,017
In-Building Renewals	5,952	5,760	3.33%	1,710	1,860
Total Renewals	8,579	9,094	-5.66%	2,639	2,877
TOTAL CHECKOUTS	62,378	62,061	0.51%	17,020	18,875
On-Time Checkins	56,705	53,310	6.37%	14,594	14,785
Late Checkins	8,592	8,599	-0.08%	3,107	2,619
TOTAL CHECKINS	65,297	61,909	5.47%	17,701	17,404
Hold Placed	1,255	1,196	4.93%	422	440
Hold Cancelled	203	229	-11.35%	59	66
Hold Filled	1,130	1,069	5.71%	348	326
Hold Expired	6	30	-80.00%	1	8
Overdue Items	2,484	2,666	-6.83%	899	855
Overdue Notices	1,128	1,226	-7.99%	413	386
Billing Notices	1,509	1,683	-10.34%	421	454
Patrons Registered	1,128	995	13.37%	455	364
Titles Added	2,693	N/A		548	828
Volumes Added	4,212	N/A		1,532	972
CIRCULATION BY TYPE OF MATERIAL					
Adult Print	28,611	20,913	36.81%	8,379	8,876
Juvenile Print	27,080	26,214	3.30%	6,596	7,105
Total Print	55,691	47,127	18.17%	14,975	15,981
Audio	2,506	3,104	-19.27%	803	985
Visual	4,629	6,245	-25.88%	1,562	1,909
Equipment	0	0		0	0
Total Audio Visual	7,135	9,349	-23.68%	2,965	2,894
TOTAL CIRCULATION	62,378	62,061	0.51%	17,020	18,875
Placentia Circulation	38,119	38,829	-1.83%	9,934	10,708
% Placentia Circulation	61.11%	62.57%	-2.33%	58.37%	56.73%
Anaheim/Yorba Linda Circulation	12,065	12,001	0.53%	3,358	3,771
% Anaheim/Yorba Linda Circulation	19.34%	19.34%	0.01%	19.73%	19.98%
TYPES OF BORROWERS					
Adult	42,006	48,035	-12.55%	12,265	14,373
Young Adult	507	376	34.84%	126	125
Juvenile	15,539	16,872	-7.90%	3,230	4,084
New Borrower	5,017	790	535.06%	1,399	293
Non Resident	0	0	0.00%	0	0
Other	14	36	-61.11%	0	0
TOTAL BORROWERS	63,083	64,476	-2.16%	17,020	18,875
ATTENDANCE	100,516	99,383	1.14%	30,668	31,384
Adult Reference - In Building	4,024	4,834	-16.76%	1,372	1,567
Adult Reference - Telephone	879	1,000	-12.10%	357	367
Children's Reference - In Building	2,127	3,791	-43.89%	809	943
Children's Reference - Telephone	251	25	N.A.	84	25
Total Adult Reference	4,903	5,834	-15.96%	1,729	1,934
Total Children's Reference	2,378	3,816	-37.68%	893	968
Total In Building Reference	6,151	8,625	-28.68%	2,181	2,510
Total Telephone Reference	1,130	1,025	10.24%	441	392
TOTAL REFERENCE	7,281	9,650	-24.55%	2,945	2,902

New Borrower line indicates 535.06% increase because items were done in batch process



CITY OF PLACENTIA INVOICES

PERIOD COVERED FY1992-1993	DATE INVOICE	S. CA EDISON	TURF	GROUND	MAINT/ REPAIRS	CIV CTR FIRE INS	CIV CTR BONDS	TOTAL
Jul 1992	Aug 27, 1992	6,272.41	971.48	737.51	0.00			7,981.40
Aug 1992	Oct 22, 1992	6,524.22	971.48	935.65	116.60			8,547.95
Sep 1992	Oct 22, 1992	6,171.20	971.48	764.06	660.13			8,566.87
Oct 1992	Nov 24, 1992	4,992.07	971.48	696.64	307.17			6,967.36
Nov 1992	Dec 18, 1992	4,232.76	971.48	957.68	0.00			6,161.92
Dec 1992	Feb 24, 1993	2,965.93	971.48	743.27	84.42			4,765.10
Jan 1993	Feb 24, 1993	2,953.86	971.48	768.77	173.14			4,867.25
Feb 1993	Apr 21, 1993	3,525.55	971.48	969.05	288.92			5,755.00
Mar 1993	Apr 21, 1993	3,790.10	971.48	785.83	337.01			5,884.42
Apr 1993	Jun 10, 1993	4,325.98	971.48	694.27	0.00		3,614.72	9,606.45
May 1993	Jun 21, 1993	4,707.57	971.48	1,072.18	0.00			6,751.23
Jun 1993	Jul 29, 1993	5,952.07	971.48	1,036.71	0.00			7,960.26
TOTAL		56,413.72	11,657.76	10,161.62	1,967.39	0.00	3,614.72	83,815.21
AVG		4,701.14	971.48	846.80	163.95			6,984.60

PERIOD COVERED FY1993-1994	DATE INVOICE	S. CA EDISON	TURF	GROUND	MAINT/ REPAIRS	CIV CTR FIRE INS	CIV CTR BONDS	TOTAL
Jul 1993	Sep 2, 1993	5,529.93	971.48	727.93	0.00			7,229.34
Aug 1993	Oct 11, 1993	5,715.29	971.48	734.39	0.00	1,796.25		9,217.41
Sep 1993	Dec 15, 1993	4,803.98	971.48	1,063.29	0.00			6,838.75
Oct 1993	Dec 15, 1993	3,885.50	971.48	619.84	0.00			5,476.82
Nov 1993	Dec 15, 1993	3,688.52	971.48	908.50	0.00		234.50	5,803.00
Dec 1993	Feb 10, 1994	3,664.30	971.48	982.15	335.31			5,953.24
Jan 1994	Mar 14, 1994	3,349.29	971.48		0.00			4,320.77
Feb 1994	Mar 24, 1994	3,715.12	971.48	1,658.34	391.69			6,736.63
Mar 1994	Jun 10, 1994	3,801.89	971.48	748.54	0.00			5,521.91
Apr 1994	Jun 10, 1994	3,952.49	971.48	755.39	2,264.69		1,605.50	9,549.55
May 1994	Jun 14, 1994	4,332.79	971.48	785.36	387.88			6,477.51
Jun 1994	Jul 22, 1994	5,636.36	971.48	725.34	0.00	0.00	0.00	7,333.18
TOTAL		52,075.46	11,657.76	9,709.07	3,379.57	1,796.25	1,840.00	80,468.11
AVG		4,339.62	971.48	809.09	281.63			6,704.84

PERIOD COVERED FY1994-1995	DATE INVOICE	S. CA EDISON	TURF	GROUND	MAINT/ REPAIRS	CIV CTR FIRE INS	CIV CTR BONDS	TOTAL
Jul 1994	Aug 19, 1994	5,482.30	609.66	1,036.62	443.32	0.00	0.00	7,571.92
Aug 1994	Sep 19, 1994	5,954.67	900.00	711.90	0.00	0.00	0.00	7,566.57
Sep 1994	Oct 20, 1994	5,588.85	900.00	688.04	107.50	0.00	0.00	7,284.39
Oct 1994	Nov 16, 1994	4,312.18	900.00	691.73	107.50	0.00	0.00	6,011.41
Nov 1994	Jan, 1995	3,091.73	900.00	720.39	0.00	0.00	0.00	4,712.12
Dec 1994	Jan 11, 1995	3,837.58	0.00	710.90	107.50	0.00	0.00	4,655.98
Jan 1995	Feb 15, 1995	3,408.78	1,530.00	927.11	107.50	0.00	0.00	5,973.39
Feb 1995	Mar 9, 1995	3,584.55	765.00	713.10	107.50	0.00	0.00	5,170.15
Mar 1995	Apr 11, 1995	3,645.82	765.00	709.87	153.34	0.00	0.00	5,274.03
Apr 1995	May 8, 1995	3,655.84	765.00	720.60	0.00	0.00	0.00	5,141.44
May 1995	Jun 13, 1995	3,684.88	765.00	731.86	215.33	0.00	1,732.03	7,129.08
Jun 1995	Jul 26, 1995	4,618.99	765.00	710.90	797.50			6,892.39
TOTAL		50,866.15	9,564.68	9,073.02	2,146.99	0.00	1,732.03	73,382.87
AVG		4,238.85	797.06	756.09	178.92			6,671.17

PERIOD COVERED FY1995-1996	DATE INVOICE	S. CA EDISON	TURF	GROUND	MAINT/ REPAIRS	CIV CTR FIRE INS	CIV CTR BONDS	TOTAL
Jul 1995	Aug 11, 1995	5,270.46	724.83	835.38	0.00	0.00	0.00	6,830.67
Aug 1995	Sep 11, 1995	5,423.86	720.61	835.38	107.50	0.00	0.00	7,087.35
Sep 1995	Oct 5, 1995	5,607.26	523.47	835.38	40.78			7,006.89
Oct 1995								0.00
Nov 1995								0.00
Dec 1995								0.00
Jan 1996								0.00
Feb 1996								0.00
Mar 1996								0.00
Apr 1996								0.00
May 1996								0.00
Jun 1996								0.00
TOTAL		16,301.58	1,968.91	2,506.14	148.28	0.00	0.00	20,924.91
AVG		5,433.86	656.30	835.38	49.43			6,974.97

TOTAL DOLLARS SPENT

FY1992-1993	LABOR	EQUIPMENT	MATERIAL	TOTAL 50% LIBRARY	
Jul 1992	1,180.60	275.00	19.41	1,475.01	737.51
Aug 1992	1,415.02	411.00	45.27	1,871.29	935.65
Sep 1992	1,058.78	437.00	32.34	1,528.12	764.06
Oct 1992	1,092.90	258.00	42.37	1,393.27	696.64
Nov 1992	1,403.88	505.00	6.48	1,916.36	957.68
Dec 1992	1,118.20	292.00	32.34	1,442.54	721.27
Jan 1993	1,213.20	292.00	32.34	1,537.54	768.77
Feb 1993	1,458.88	462.00	17.41	1,938.09	969.05
Mar 1993	1,213.32	326.00	32.34	1,571.66	785.83
Apr 1993	1,081.20	275.00	32.34	1,388.54	694.27
May 1993	1,723.03	360.00	61.32	2,144.35	1,072.18
Jun 1993	1,624.08	417.00	32.34	2,073.42	1,036.71
TOTAL	15,582.89	4,310.00	388.30	20,279.19	10,139.60
AVG	1,298.57	359.17	32.19	1,689.93	844.97

TOTAL DOLLARS SPENT

FY1993-1994	LABOR	EQUIPMENT	MATERIAL	TOTAL 50% LIBRARY	
Jul 1993	1,212.44	224.00	19.41	1,455.85	727.93
Aug 1993	1,212.44	224.00	32.34	1,468.78	734.39
Sep 1993	1,403.88	687.00	35.69	2,126.57	1,063.29
Oct 1993	992.92	224.00	22.76	1,239.68	619.84
Nov 1993	1,433.52	309.00	74.48	1,817.00	908.50
Dec 1993	1,466.11	440.00	58.20	1,964.31	982.16
Jan 1994	1,407.67	343.00	25.87	1,776.54	888.27
Feb 1994	1,213.32	292.00	34.82	1,540.14	770.07
Mar 1994	1,162.20	292.00	42.87	1,497.07	748.54
Apr 1994	1,125.36	366.00	19.41	1,510.77	755.39
May 1994	1,213.32	309.00	48.39	1,570.71	785.36
Jun 1994	1,213.32	207.00	30.35	1,450.67	725.34
TOTAL	15,056.50	3,917.00	444.59	19,418.09	9,709.05
AVG	1,254.71	326.42	37.05	1,618.17	809.09

TOTAL DOLLARS SPENT

FY1994-1995	LABOR	EQUIPMENT	MATERIAL	TOTAL 50% LIBRARY	
Jul 1994	1,660.80	360.00	52.44	2,073.24	1,036.62
Aug 1994	1,213.32	204.00	6.48	1,423.80	711.90
Sep 1994	1,151.10	204.00	20.97	1,376.07	688.04
Oct 1994	1,151.10	204.00	28.36	1,383.46	691.73
Nov 1994	1,213.32	204.00	23.46	1,440.78	720.39
Dec 1994	1,213.32	204.00	4.48	1,421.80	710.90
Jan 1995	1,495.74	354.00	4.48	1,854.22	927.11
Feb 1995	1,213.32	189.00	23.88	1,426.20	713.10
Mar 1995	1,259.16	189.00	17.41	1,465.57	732.79
Apr 1995	1,213.32	204.00	23.88	1,441.20	720.60
May 1995	1,213.32	204.00	46.40	1,463.72	731.86
Jun 1995	1,213.32	204.00	4.48	1,421.80	710.90
TOTAL	15,211.14	2,724.00	256.72	18,191.86	9,095.93
AVG	1,267.60	227.00	21.39	1,515.99	757.99

TOTAL DOLLARS SPENT

FY1995-1996	LABOR	EQUIPMENT	MATERIAL	TOTAL 50% LIBRARY	
Jul 1995	1,213.32	204.00	32.34	1,449.66	724.83
Aug 1995	1,213.32	204.00	23.89	1,441.21	720.61
Sep 1995	853.62	174.00	19.41	1,046.93	523.47
Oct 1995				0.00	0.00
Nov 1995				0.00	0.00
Dec 1995				0.00	0.00
Jan 1996				0.00	0.00
Feb 1996				0.00	0.00
Mar 1996				0.00	0.00
Apr 1996				0.00	0.00
May 1996				0.00	0.00
Jun 1996				0.00	0.00
TOTAL	3,280.16	582.00	75.64	3,937.80	1,968.90
AVG	1,093.39	194.00	25.21	1,312.60	656.30

DOLLARS BY TYPE OF WORKER

FY1992-1993	SUPERVISOR	CREWLEAD	SWEEPER	TRIMMER	MAINT WORK	TOTAL
Jul 1992	125.32	149.46	47.02		858.80	1,180.60
Aug 1992	187.98	149.46	47.02		1,030.56	1,415.02
Sep 1992	125.32	149.46	47.02	92.88	644.10	1,058.78
Oct 1992	188.66	153.36	48.24		704.64	1,092.90
Nov 1992	248.88	255.60	48.24	190.56	660.60	1,403.88
Dec 1992	248.88	204.48	48.24		660.60	1,162.20
Jan 1993	248.88	255.60	48.12		660.60	1,213.20
Feb 1993	311.00	306.72	48.24		792.72	1,458.68
Mar 1993	248.88	255.60	48.24		660.60	1,213.32
Apr 1993	248.88	255.60	48.24		528.48	1,081.20
May 1993	311.11	306.72	48.24		1,056.96	1,723.03
Jun 1993	248.88	255.60	48.24	190.56	880.80	1,624.08
TOTAL	2,740.67	2,697.66	575.10	474.00	9,139.46	15,626.89
AVG	228.39	224.81	47.93	39.50	761.62	1,302.24

DOLLARS BY TYPE OF WORKER

FY1993-1994	SUPERVISOR	CREWLEAD	SWEEPER	TRIMMER	MAINT WORK	TOTAL
Jul 1993	248.00	255.60	48.24		660.60	1,212.44
Aug 1993	248.00	255.60	48.24		660.60	1,212.44
Sep 1993	248.88	255.60	48.24	190.56	660.60	1,403.88
Oct 1993	248.88	255.60	48.24		440.20	992.92
Nov 1993	248.88	255.60	48.24		880.80	1,433.62
Dec 1993	311.11	255.60	48.24	190.56	660.60	1,466.11
Jan 1994	311.11	255.60	48.24		792.72	1,407.67
Feb 1994	248.88	255.60	48.24		660.60	1,213.32
Mar 1994	248.88	204.48	48.24		660.60	1,162.20
Apr 1994	248.88	204.48	48.24	95.28	528.48	1,125.36
May 1994	248.88	255.60	48.24		660.60	1,213.32
Jun 1994	248.88	255.60	48.24		660.60	1,213.32
TOTAL	3,109.26	2,984.96	578.88	476.40	7,927.00	15,056.50
AVG	259.11	247.08	48.24	39.70	660.58	1,254.71

DOLLARS BY TYPE OF WORKER

FY1994-1995	SUPERVISOR	CREWLEAD	SWEEPER	TRIMMER	MAINT WORK	TOTAL
Jul 1994	248.88	306.72	48.24	0.00	1,056.96	1,660.80
Aug 1994	248.88	255.60	48.24	0.00	660.60	1,213.32
Sep 1994	186.66	255.60	48.24	0.00	660.60	1,151.10
Oct 1994	186.66	255.60	48.24	0.00	660.60	1,151.10
Nov 1994	248.88	255.60	48.24	0.00	660.60	1,213.32
Dec 1994	248.88	255.60	48.24	0.00	660.60	1,213.32
Jan 1995	311.10	255.60	48.24	0.00	880.80	1,495.74
Feb 1995	248.88	255.60	48.24	0.00	660.60	1,213.32
Mar 1995	248.88	255.60	48.24	23.82	682.62	1,259.16
Apr 1995	248.88	255.60	48.24	0.00	660.60	1,213.32
May 1995	248.88	255.60	48.24	0.00	660.60	1,213.32
Jun 1995	248.88	255.60	48.24	0.00	660.60	1,213.32
TOTAL	2,924.34	3,118.32	578.88	23.82	8,565.78	15,211.14
AVG	243.70	259.86	48.24	1.99	713.82	1,267.60

DOLLARS BY TYPE OF WORKER

FY1995-1996	SUPERVISOR	CREWLEAD	SWEEPER	TRIMMER	MAINT WORK	TOTAL
Jul 1995	248.88	255.60	48.24	0.00	660.60	1,213.32
Aug 1995	248.88	255.60	48.24	0.00	660.60	1,213.32
Sep 1995	248.88	204.08	48.24	0.00	352.32	853.52
Oct 1995						0.00
Nov 1995						0.00
Dec 1995						0.00
Jan 1996						0.00
Feb 1996						0.00
Mar 1996						0.00
Apr 1996						0.00
May 1996						0.00
Jun 1996						0.00
TOTAL	746.64	715.28	144.72	0.00	1,873.52	3,280.16
AVG	248.88	238.43	48.24	0.00	557.84	1,093.39

TIME BY TYPE OF WORKER

FY1992-1993	SUPERVISOR	CREWLEAD	SWEEPER	BLDG MAINT TRIMMER	MAINT WORK	TOTAL
Jul 1992	4.00	8.00	2.00	0.00	40.00	52.00
Aug 1992	6.00	6.00	2.00	0.00	48.00	62.00
Sep 1992	4.00	6.00	2.00	4.00	30.00	46.00
Oct 1992	6.00	6.00	2.00		32.00	46.00
Nov 1992	8.00	10.00	2.00	8.00	30.00	58.00
Dec 1992	8.00	8.00	2.00		30.00	48.00
Jan 1993	8.00	10.00	2.00		30.00	50.00
Feb 1993	10.00	12.00	2.00		36.00	60.00
Mar 1993	8.00	10.00	2.00		30.00	50.00
Apr 1993	8.00	10.00	2.00		24.00	44.00
May 1993	10.00	12.00	2.00		48.00	72.00
Jun 1993	8.00	10.00	2.00	8.00	40.00	68.00
TOTAL	88.00	106.00	24.00	20.00	418.00	656.00
AVG	7.33	8.83	2.00	1.67	34.83	54.67

TIME BY TYPE OF WORKER

FY1993-1994	SUPERVISOR	CREWLEAD	SWEEPER	BLDG MAINT TRIMMER	MAINT WORK	TOTAL
Jul 1993	8.00	10.00	2.00		30.00	50.00
Aug 1993	8.00	10.00	2.00		30.00	50.00
Sep 1993	8.00	10.00	2.00	8.00	30.00	58.00
Oct 1993	8.00	10.00	2.00		20.00	40.00
Nov 1993	8.00	10.00	2.00		40.00	60.00
Dec 1993	10.00	10.00	2.00	8.00	30.00	60.00
Jan 1994	10.00	10.00	2.00		36.00	58.00
Feb 1994	8.00	10.00	2.00		30.00	50.00
Mar 1994	8.00	8.00	2.00		30.00	48.00
Apr 1994	8.00	8.00	8.00	4.00	24.00	52.00
May 1994	8.00	10.00	2.00		30.00	50.00
Jun 1994	8.00	10.00	2.00		30.00	50.00
TOTAL	100.00	116.00	30.00	20.00	360.00	626.00
AVG	8.33	9.67	2.50	1.67	30.00	52.17


TIME BY TYPE OF WORKER

FY1994-1995	SUPERVISOR	CREWLEAD	SWEEPER	BLDG MAINT TRIMMER	MAINT WORK	TOTAL
Jul 1994	8.00	12.00	2.00	0.00	48.00	70.00
Aug 1994	8.00	10.00	2.00	0.00	30.00	50.00
Sep 1994	6.00	10.00	2.00	0.00	30.00	48.00
Oct 1994	6.00	10.00	2.00	0.00	30.00	48.00
Nov 1994	8.00	10.00	2.00	0.00	30.00	50.00
Dec 1994	8.00	10.00	2.00	0.00	30.00	50.00
Jan 1995	10.00	10.00	2.00	0.00	40.00	62.00
Feb 1995	8.00	10.00	2.00	0.00	30.00	50.00
Mar 1995	8.00	10.00	2.00	1.00	31.00	52.00
Apr 1995	8.00	10.00	2.00	0.00	30.00	50.00
May 1995	8.00	10.00	2.00	0.00	30.00	50.00
Jun 1995	8.00	10.00	2.00	0.00	30.00	50.00
TOTAL	94.00	122.00	24.00	1.00	389.00	630.00
AVG	7.83	10.17	2.00	0.08	32.42	52.50

TIME BY TYPE OF WORKER

FY1995-1996	SUPERVISOR	CREWLEAD	SWEEPER	BLDG MAINT TRIMMER	MAINT WORK	TOTAL
Jul 1995	8.00	10.00	2.00	0.00	30.00	50.00
Aug 1995	8.00	10.00	2.00	0.00	30.00	50.00
Sep 1995	8.00	8.00	2.00	0.00	16.00	34.00
Oct 1995						0.00
Nov 1995						0.00
Dec 1995						0.00
Jan 1996						0.00
Feb 1996						0.00
Mar 1996						0.00
Apr 1996						0.00
May 1996						0.00
Jun 1996						0.00
TOTAL	24.00	28.00	6.00	0.00	76.00	134.00
AVG	8.00	9.33	2.00	0.00	25.33	44.87

TO: Library Board of Trustees

FROM: Elizabeth D. Minter, Library Director 

DATE: October 17, 1995

SUBJECT: Fiscal Year 1994-1995 Audit of Financial Transactions Management Letter and Fiscal Year 1994-1995 Audit of Financial Transactions

BACKGROUND:

Munson, Cronick & Associates have completed work on the District's Audit for Fiscal Year 1994-1995 and have distributed copies to each Trustee through the mail.

The Management Letter for the Audit dated September 13, 1995, is Attachment A.

The only reportable condition is the absence of a fixed asset listing.

The receipt of these reports is the final action for the 1994-1995 audit process.

RECOMMENDATION:

Receive and file.

Munson, Cronick & Associates

CERTIFIED PUBLIC ACCOUNTANTS

Board Of Trustees
Placentia Library District

We have audited the general purpose financial statements of Placentia Library District, for the year ended June 30, 1995, and have issued our report thereon dated September 13, 1995.

We have conducted our audit in accordance with generally accepted auditing standards and the State Controller's Minimum Audit Requirements for California Special Districts. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the general purpose financial statements are free of material misstatement.

In planning our audit of the general purpose financial statements of Placentia Library District, for the year ended June 30, 1995, we reviewed its internal control structure in order to determine the procedures for the purpose of expressing our opinion on the general purpose financial statements and not to provide an opinion on the internal control structure.

The management of the Placentia Library District is responsible for the design, implementation, and maintenance of an internal control structure. In planning and performing the audit, we evaluate the design and judgments by management regarding the internal control structure and related policies and procedures. The purpose of the audit is to provide reasonable, not absolute, assurance that assets are safeguarded against unauthorized use or disposition, and that transactions are recorded in accordance with management's authorization and properly to permit the preparation of financial statements in accordance with generally accepted accounting principles. Because of inherent limitations in any internal control structure, errors or irregularities may nevertheless occur and not be detected. Also, projection of any evaluation of the structure to future periods is subject to the risk that procedures may become inadequate because of changes in conditions or that the effectiveness of the design and operation of policies and procedures may deteriorate.

For the purpose of this report, we have classified the significant internal control structure policies and procedures in the following categories of cash and investments, payroll, accounts payable and cash disbursements, cash receipts and general ledger.

For all of the control categories listed above, we obtained an understanding of the design of relevant policies and procedures and whether they have been placed in operation, and we assessed control risk.

We noted certain matters involving the internal control structure and its operation that we consider to be reportable conditions under standards established by the American Institute of Certified Public Accountants. Reportable conditions involve matters coming to our attention relating to significant deficiencies in the design or operation of the internal control structure that, in our judgment, could adversely affect the entity's ability to record, process, summarize, and report financial data consistent with the assertions of management in the general purpose financial statements.

The reportable condition is the absence of a fixed asset listing.

A material weakness is a reportable condition in which the design or operation of the specific internal control structure elements does not reduce to a relatively low level the risk that errors or irregularities in amounts that would be material in relation to the general purpose financial statements being audited may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions.


Our consideration of the internal control structure would not necessarily disclose all matters in the internal control structure that might be reportable conditions and, accordingly, would not necessarily disclose all reportable conditions that are also considered to be material weaknesses as defined above. However, we believe none of the reportable conditions described above is a material weakness.

This report is intended for the information of the Board of Trustees and management. This restriction is not intended to limit the distribution of this report, which is a matter of public record.

Munson, Cronick & Associates

MUNSON, CRONICK & ASSOCIATES
Certified Public Accountants

Fullerton, California
September 13, 1995

TO: Library Board of Trustees
FROM: Elizabeth D. Minter, Library Director 
DATE: October 17, 1995
SUBJECT: **Annual Report of Financial Transactions of Special Districts for Fiscal Year 1994-1995**

BACKGROUND:

Attached is a copy of the Library's annual report for the Auditor of the State of California for Fiscal Year 1994-1995.

This report was prepared by the Library's Auditor and filed prior to the deadline of September 30, 1995.

RECOMMENDATION:

Receive and file.



TO: State Controller
 Division of Accounting
 and Reporting
 Special Districts Unit
 P. O. Box 942850
 Sacramento, CA 94250-5876
 (916) 445-5153

Fiscal year ended JUNE 30 19 95

This report is due within 90 days
 after the end of the fiscal year.

Pursuant to Government Code Section
 26909, an audit is to be filed with
 the State Controller within 12 months
 of the end of the fiscal year.

Please check if you plan next year to report
 via floppy diskette: 3 1/2" 5 1/4"

Principal County: ORANGE

Other Counties:

MAILING ADDRESS (Please affix label below &
 correct label if necessary)

17300+00000 33 0y

PLACENTIA LIBRARY DIST
411 E CHAPMAN AVE
PLACENTIA CA 92570

MEMBERS OF GOVERNING BODY

Name	Title	3
1.0 MARGARET DINSMORE	PRESIDENT	<input type="checkbox"/>
2.0 SAUNDRA STARK	SECRETARY	<input type="checkbox"/>
3.0 RAY EVANS	TRUSTEE	<input type="checkbox"/>
4.0 ROSIN MASTERS	TRUSTEE	<input type="checkbox"/>
5.0 AL SHKOLER	TRUSTEE	<input type="checkbox"/>
6.0		<input type="checkbox"/>
7.0		<input type="checkbox"/>
8.0		<input type="checkbox"/>
9.0		<input type="checkbox"/>

Phone () Ext. ()

Location (if different from above)
 Street Address

City, State, Zip Code

GOVERNING BODY

County Board of Supervisors
 City Council
 Other

STATE USE ONLY

Reviewed By _____
 Date _____

Cleared By _____
 Date _____

1

Report prepared by (contact person)
 First M.I. Last

1.0 CHARLES A MUNSON

Phone (714) 449-9909 Ext.

Address 2501 E. CHAPMAN AVE #280

City FULLERTON CA 92631

Submitted by (signature)
Charles A. Munson

Title C.P.A.

Date 9/27/95

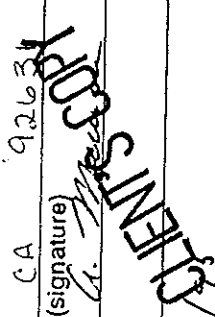
Independent Auditor
 MUNSON CRONICK & ASSOCIATES

Contact Person
 6.0 CHARLES A MUNSON

Phone (714) 449-9909 Ext.

Address 2501 E. CHAPMAN AVE #280

City FULLERTON CA 92631



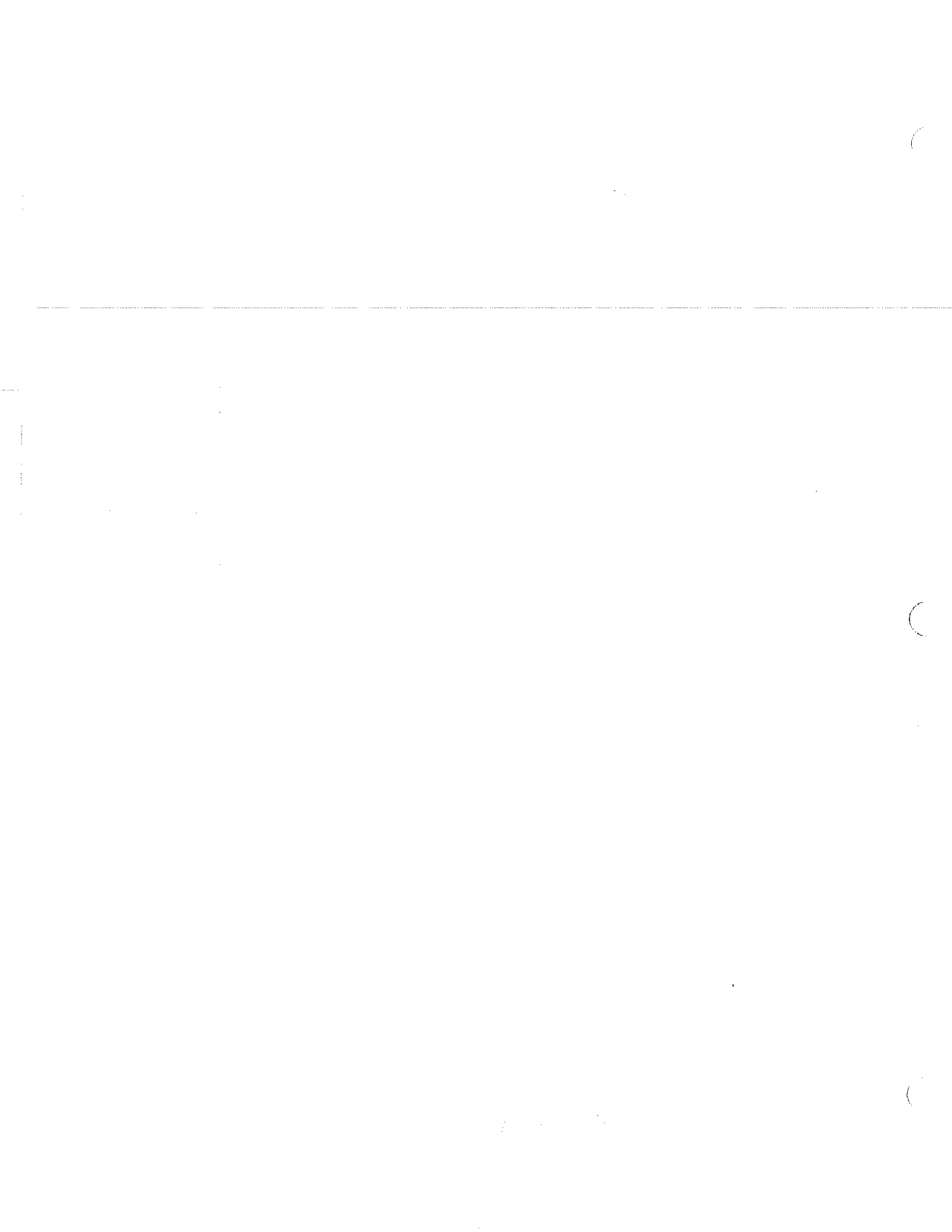
COMBINED BALANCE SHEET - ALL FUND TYPES AND ACCOUNT GROUPS

Fiscal Year Ended JUNE 30 19 95

District Name PLACENTIA LIBRARY DISTRICT

AGE 0 5
Part A

ASSETS	General & Special Revenue Funds	Debt Service Funds	Capital Projects Funds	Enterprise Funds	General Fixed Assets	General Long-Term Debt	Total Memorandum Only (DNKKP)
	1	2	3	4	5	6	
1.0 Cash and cash equivalents	\$ 634,224						\$ 634,224
2.0 Taxes receivable	69,624						69,624
3.0 Interest receivable	7,279						7,279
4.0 Accounts receivable	7,939						7,939
5.0 Loans notes & contracts receivable							
6.0 Due from other funds							
7.0 Inventory of materials & supplies							
8.0 Other current assets							
9.0 Lease payments receivable							
10.0 Unearned finance charge							
11.0 Investments	124,625						124,625
12.0 Restricted assets							
13.0 Deferred charges							
14.0 Unamortized discount on LT debt							
15.0 Other assets (FFYLL - YFF)	18,718						18,718
Fixed Assets:							
16.0 Land							
17.0 Buildings & improvements					\$ 81,498		\$ 81,498
18.0 Equipment					1383,219		1383,219
19.0 Construction in progress					445,372		445,372
20.0 Total fixed assets (page 56) (lines 16.0 through 19.0)					\$ 1,910,089		\$ 1,910,089
21.0 Accumulated depreciation (page 56)					()		()
22.0 Net fixed assets (page 56) (lines 20.0 through 21.0)					\$ 1,910,089		\$ 1,910,089
23.0 Other Debits							
24.0 Amt available in debt service funds							
25.0 Amount to be provided							
Total Assets (lines 1.0 thru 15.0 + 22.0 thru 24.0)	\$ 862,569	\$ -	\$ -	\$ -	\$ 1,910,089	\$ 565,000	\$ 3,337,652



COMBINED BALANCE SHEET - ALL FUND TYPES AND ACCOUNT GROUPS

AGE 0 5
Part B

Fiscal Year Ended June 30 19 95 District Name PLACENTIA LIBRARY DISTRICT

LIABILITIES & EQUITY	General & Special Revenue Funds 1	Debt Service Funds 2	Capital Projects Funds 3	Enterprise Funds 4	General Fixed Assets 5	General Long-Term Debt 6	Total Memorandum Only (DNKP)
Accounts/warrants payable	26.0 \$ 50,044						\$ 50,044
Loans & notes payable	27.0						
Interest payable - matured/accrued	28.0 7,996						
Other current liabilities (include taxes payable)	29.0						
Compensated absences payable	30.0 12,847						
Due to other governments	31.0						
Due to other funds	32.0						
Long-Term Debt - include current & long-term portion:							
General obligation bonds (pg. 59)	33.0						
Revenue bonds (page 62)	34.0						
Certificates of participation (pg. 65)	35.0						
Sp. Assmt. Bd. (pg. 68 col. 2 only)	36.0						
Federal (page 71)	37.0						
State (page 74)	38.0						
Turne warrants (page 77)	39.0						
Other long-term liabilities (pg. 80)	40.0						
Unamortized premium on LT debt	41.0					565,000	565,000
Advances for construction	42.0						
Deferred revenue	43.0						
All other non-current liabilities	44.0						
Total liabilities (lines 26.0 through 44.0)	45.0 \$ 70,887					\$ 565,000	\$ 635,887
Fund Equity:							
Contributed capital	46.0						
Investments in general fixed assets	47.0						
Unearned earnings	48.0						
Fund balances:							
Reserved	49.0 \$ 18,272						
Unreserved designated	50.0 243,516						
Unreserved undesignated	51.0 579,408					\$ 1,910,089	1,910,089
Total Fund Equity (lines 46.0 through 51.0)	52.0 \$ 791,182						\$ 2,701,771
Total Liabilities & Fund Equity (lines 45.0 + 52.0)	53.0 \$ 862,569					\$ 1,910,089	\$ 3,337,658

COMBINED STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
 GENERAL & SPECIAL REVENUE FUNDS

Page 1 of 0

Fiscal Year Ended June 30 19 95

District Name: PLACENTIA LIBRARY DISTRICT

Activity Codes (see instructions)	(a)	(b)	(c)	(d)	(e) (DNKP)
Activity (specify):	LIBRARY SERVICE				TOTAL
Taxes & Assessments:					
Current secured (include supplemental roll)	1.0 \$ 703,522	\$	\$	\$	\$ 103,522
Current unsecured (include supplemental roll)	2.0 47,126				47,126
Prior year (include supplemental roll)	3.0 9,582				9,582
Special district augmentation fund	4.0				
Property assessments (service-type assessments go on line 19.0)	5.0				
Special assessments (Mello/Roos, Mark/Roos Bonds only)	6.0				
Penalties & cost on delinquent tax & assessments	7.0				
Licenses, permits & franchises	8.0				
Fines, forfeits & penalties	9.0				
Revenue from use of money & property:					
Interest (includes gain/loss on investments)	10.0 23,910				23,910
Rents, concessions & royalties	11.0				
Intergovernmental:					
STATE					
Aid for construction	12.0				
Homeowners' property tax relief					
Special supplemental subvention	13.0 12,454				12,454
Other State Funds (repealed)	14.0				
FEDERAL					
Aid for construction	15.0 74,112				74,112
Other Federal	16.0				
Other governmental agencies (specify)	17.0				
Charges for current services (include Redevelopment pass through)	18.0				
Other revenues (include service-type assessments)	19.0				
OTHER COUNTY REVENUE					
COUNTY EXEMPT FUNDS (specify)	20.0 54,164				54,164
	20.0 27,234				27,234
Total Revenues (lines 1.0 through 20.0)	21.0 \$ 952,104	\$	\$	\$	\$ 952,104

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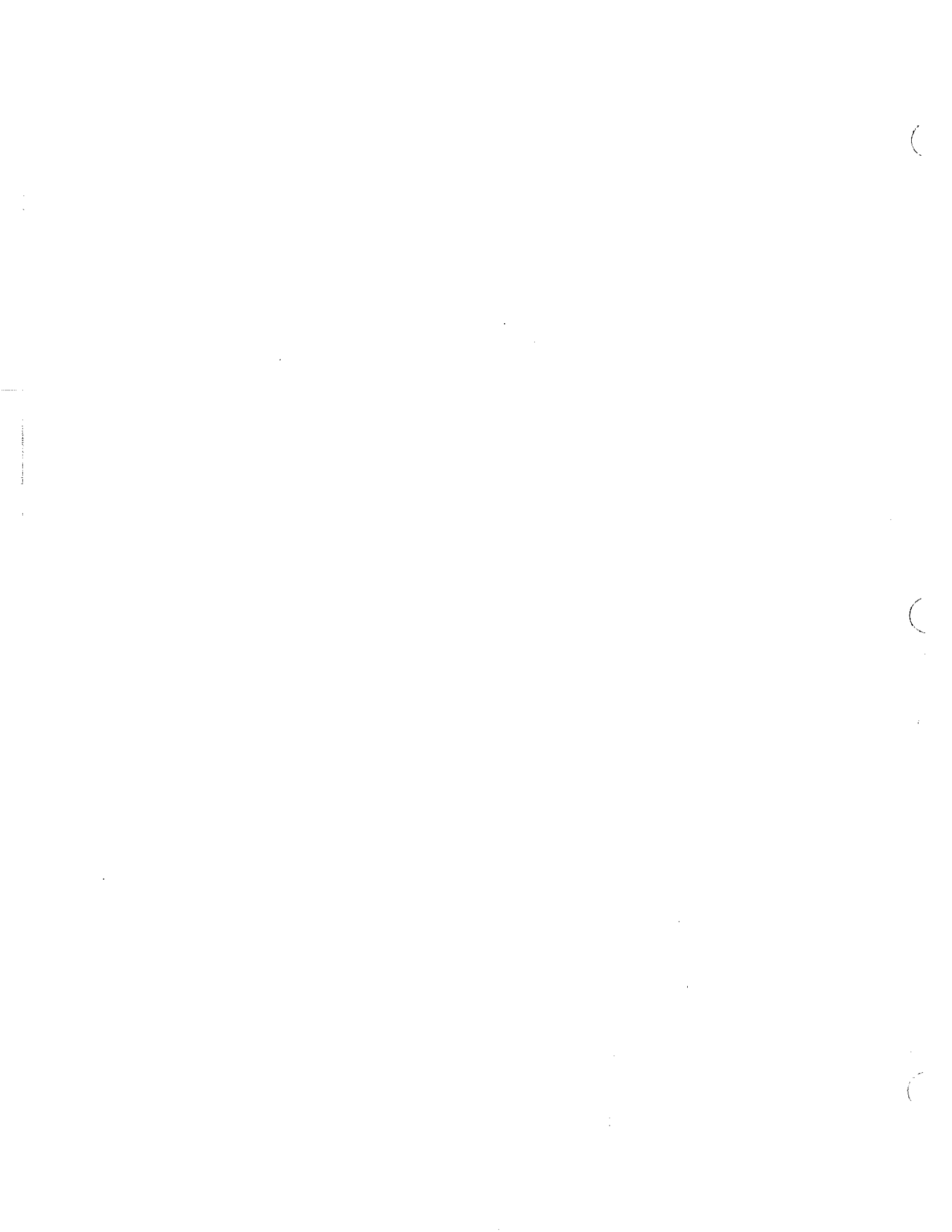
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**COMBINED STATEMENT OF REVENUES, EXPENSES AND CHANGES IN FUND BALANCE
GENERAL & SPECIAL REVENUE FUNDS**

PA - 1 0
Part B

Fiscal Year Ended June 30 19 95 District Name: PLACENTIA LIBRARY DISTRICT

EXPENDITURES		(a)	(b)	(c)	(d)	(e) (DNKP)
Activity Codes (see instructions)	LIBRARY SERVICE					TOTAL
22.0 Salaries and wages		\$ 473,762	\$	\$	\$	\$ 473,762
23.0 Employee benefits		102,150				102,150
24.0 Services and supplies (include contractual services)		302,485				302,485
25.0 Contributions to outside agencies						
26.0 Debt Service:		40,000				40,000
Retirement of long-term debt						
27.0 Interest on long-term debt		32,535				32,535
28.0 Interest on short-term notes and warrants						
29.0 Other OTHER COUNTY EXPENDITURES MADISE COUNTY INSTANT LOSSES COUNTY EVENT EXPEND. (specify)		37,287 138,303 23,722				37,287 138,303 23,722
30.0 Fixed Assets: Land (include on page 56, line 2.0)						
31.0 Structures and improvements (include on page 56, line 2.0)						
32.0 Equipment (include on page 56, line 2.0)		3,788				3,788
33.0 Total Expenditures (lines 22.0 through 32.0)		\$ 1,154,032	\$	\$	\$	\$ 1,154,032
34.0 Excess (Deficiency) Revenues Over (Under) Expenditures (line 21.0 less 33.0)		\$ (201,928)	\$	\$	\$	\$ (201,928)

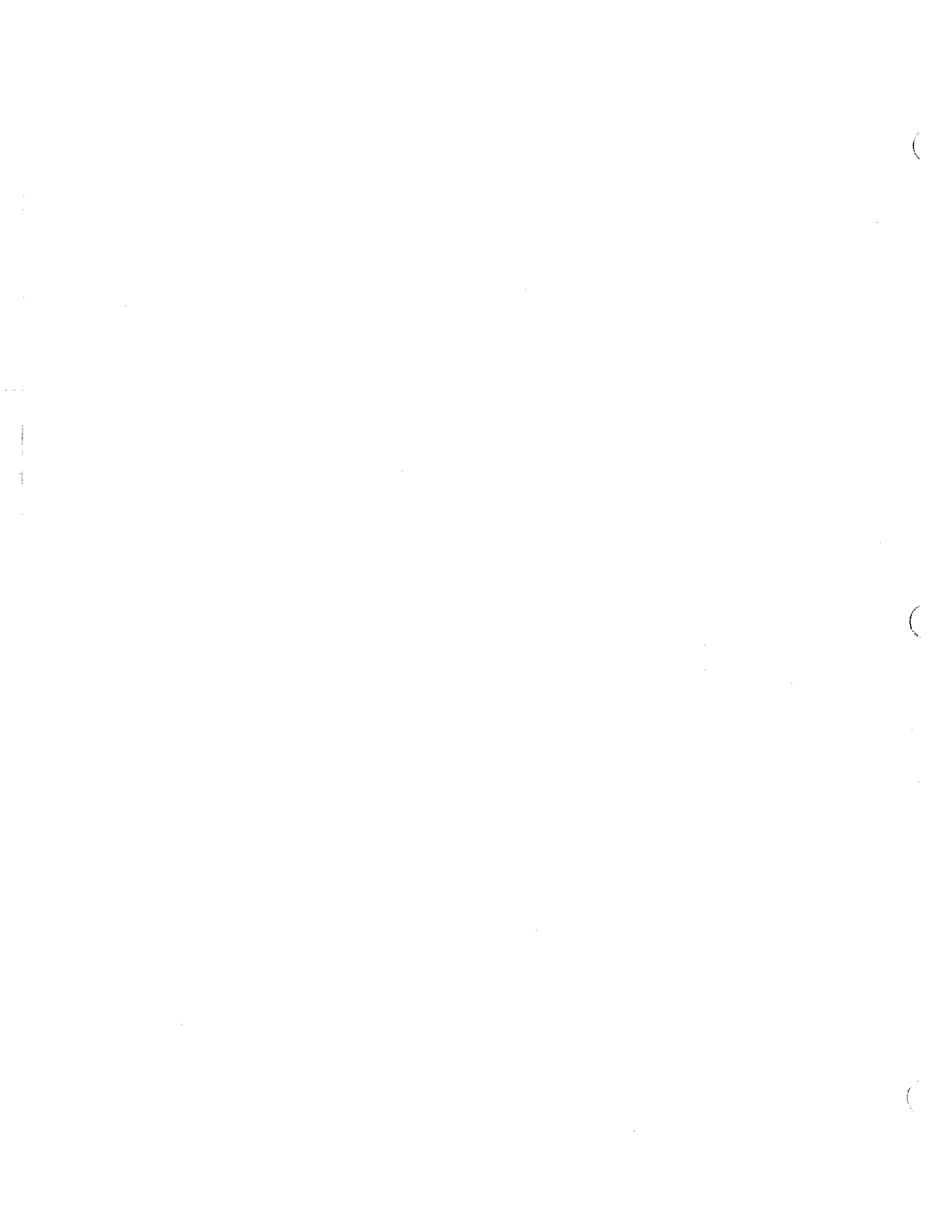


**COMBINED STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
GENERAL & SPECIAL REVENUE FUNDS**

Fiscal Year Ended June 30 19 95 District Name: PLACENTIA LIBRARY DISTRICT

OTHER FINANCING SOURCES (USES)		(a)	(b)	(c)	(d)	(e) (DNKP)
Activity Codes (see instructions)	ACTIVITY (specify):					TOTAL
	Proceeds of long-term debt	35.0				
	Inception of lease purchase agreements	36.0				
	Other (specify)	37.0				
	Operating transfers in (intra-district)	38.0				
	Operating transfers out (intra-district)	39.0	()			()
	Total Other Financing Sources (Uses) (lines 35.0 through 39.0)	40.0	\$ -0-	\$		\$ 0-

Excess (Deficiency) Of Revenues & Other Financing Sources Over Expenditures & Other Financing Uses			
	(Total column, line 34.0 + 40.0)	41.0	\$ (201,928)
Fund Equity -- Beginning Of Period	(Must agree with prior year General & Special Revenue Funds' Equity - line 46.0)	42.0	993,610
Prior period adjustments		43.0	-
Residual equity transfers	(to/from outside agencies)	44.0	-
Other	(specify)	45.0	-
Fund Equity -- End Of Period	(lines 41.0 through 45.0) (Must agree with Balance Sheet, General & Special Revenue Funds' Total Equity - Column I line 52.0)	46.0	\$ 791,682



FIXED ASSETS & DEPRECIATION SCHEDULE

Fiscal Year Ended JUNE 30 19 95 District Name: PLACENTA LIBRARY DISTRICT

Report fixed assets by activity (i.e., Fire, Water, Waste, etc.)

Activity Code (see instructions)	(a)	(b)	(c)	(d)	(e) (DNKP)
FIXED ASSETS					
Activity (specify):	LIBRARY SERVICE				
Balance, beginning of year (must agree with prior year page 56, line 5.0)	1.0 \$ 1,906,301	\$	\$	\$	\$ 1,906,301
Additions (include construction in progress)	2.0 3,788				3,788
Less retirements	3.0				
Adjustments - increase (decrease)	4.0				
Balance, end of year (lines 1.0 through 4.0)	5.0 \$ 1,910,089	\$	\$	\$	\$ 1,910,089
ACCUMULATED DEPRECIATION					
Balance, beginning of year (must agree with prior year page 56, line 10.0)	6.0 \$ 0	\$	\$	\$	\$ 0
Depreciation accruals	7.0				
Less net charges for plant retired	8.0				
Adjustments - increase (decrease)	9.0				
Balance, end of year (lines 6.0 through 9.0)	10.0 \$ 0	\$	\$	\$	\$ 0
NET FIXED ASSETS (line 5.0 less 10.0)	11.0 \$ 1,910,089	\$	\$	\$	\$ 1,910,089

ENTERPRISE ONLY	
Total depreciation + amortization (from income statement)	(12.0) \$
Less amortization included	(13.0) () () ()
Add/subtract capitalized depreciation	(14.0)
Other (specify)	(15.0)
TOTAL (should agree with line 7)	(16.0) \$



OTHER LONG-TERM INDEBTNESS SCHEDULE
(Include current and long-term portion of principal)

Fiscal Year Ended JUNE 30 19 95 District Name: PLACENTIA LIBRARY DISTRICT

Report debt by activity (i.e., Flood Control, Water, Land Reclamation, etc.)

Activity Code (see instructions)	(a)	(b)	(c)	(d)	(e) (DNKP)
Activity (specify):	LIBRARY SERVICE				
Principal amount unmatured, beginning of fiscal year	1.0	\$ 605,000	\$	\$	\$ 605,000
Adjustments - increase (decrease) (explain)	2.0				
Principal amount received during fiscal year	3.0				
Principal amount matured during fiscal year	4.0				
Principal amount unmatured, end of fiscal year	5.0	40,000			40,000
PLACENTIA PUBLIC CENTER AUTHORITY	6.0	\$ 565,000	\$	\$	\$ 565,000
	7.0				
	8.0				
	9.0				
	10.0				
	11.0				
	12.0				
	13.0				
	14.0				
* Total (lines 1.0 through 4.0 less line 5.0) (lines 6.0 through 14.0)	15.0	\$ 565,000	\$	\$	\$ 565,000



LEASE--OBLIGATION SCHEDULE

PAGE

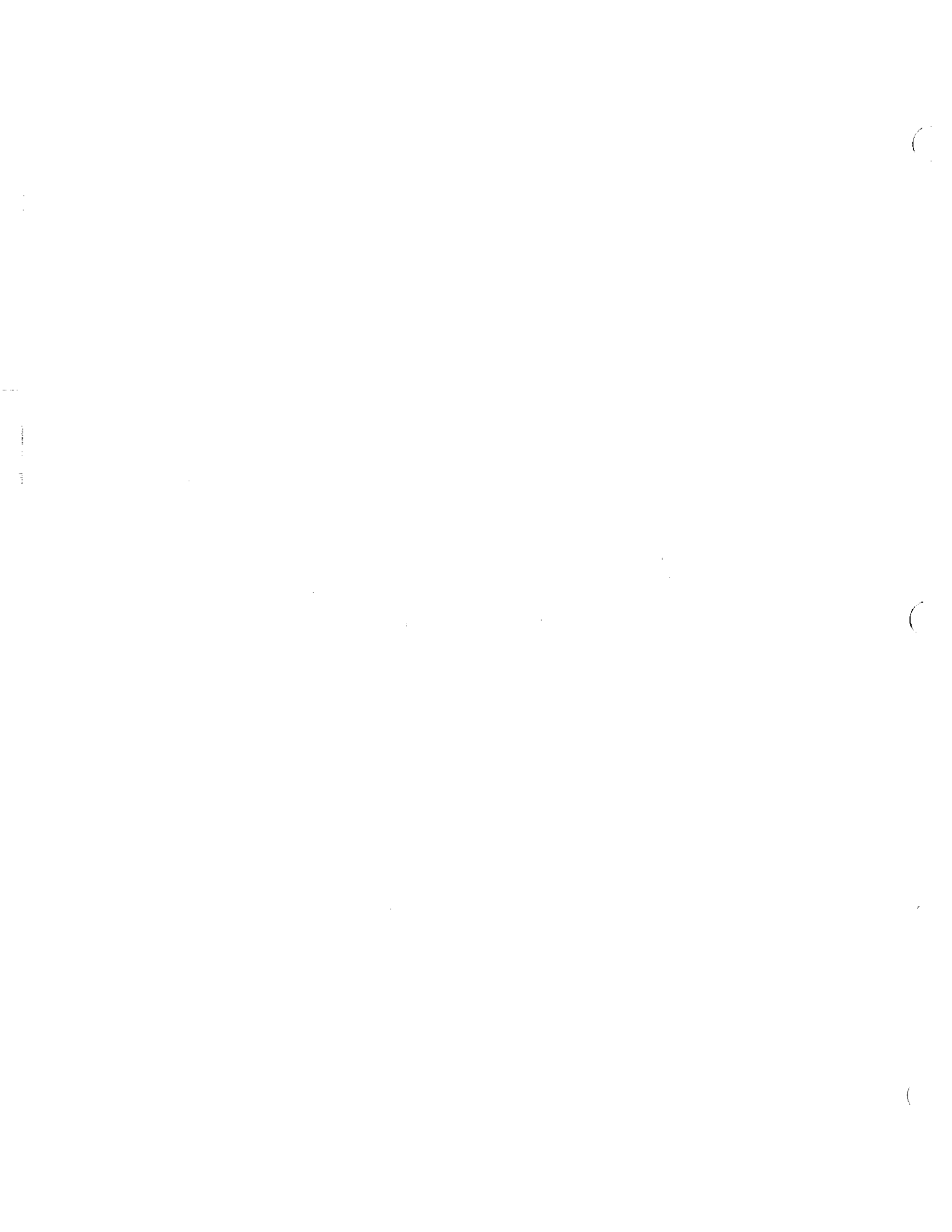
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Activity Code (see instructions)

Fiscal Year Ended JUNE 30 19 95 District Name: PLACENTIA LIBRARY DISTRICT

To be reported only by the lessee where the agreement was for a period in excess of ten years.
The lessee is the party to the agreement who pays on the lease obligation.

If more than 2 Lease - Obligations use additional page Description <small>(administration building, fire house, swimming pool, etc.)</small>	LEASE #1	LEASE #2
Form of Lease - Obligation:	<p><u>LIBRARY BUILDING</u></p> <p><input type="checkbox"/> Contract <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other</p>	<p><input type="checkbox"/> Contract <input type="checkbox"/> Lease <input type="checkbox"/> Other</p>
Can agency cancel agreement?	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
Does agreement provide for acquisition of facility upon termination?	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
Name of Lessor	<u>PLACENTIA CNIC CENTER AUTHORITY</u>	
Name of person or organization providing any moneys expended for making an acquisition or improvement authorized or required for the purpose of such lease obligation		
Total future payments which will be required if the agency completes the unexpired term of the lease - obligation	<p><u>\$ 735,447</u></p>	<p><u>2.0</u> \$</p>



APPROPRIATIONS LIMIT (GANN) SCHEDULE

Fiscal Year Ended JUNE 30 1995 District Name: PACENTIA LIBRARY DISTRICT

Senate Bill 813 (Chapter 1025, Statutes of 1987) requires the State Controller's annual report to include the appropriations limit and the total annual appropriations subject to the limit for each special district in accordance with California Constitution Article XIII B. The reverse of this form cites California Constitution Article XIII B.

Appropriations limit as of the end of the fiscal year	1.0	\$ 1,540,634
Total annual appropriations subject to the limit as of the end of the fiscal year	2.0	1,038,196
Amount (over)/under the appropriation limit	3.0	\$ 502,438

Article XIII B of the California Constitution provides exceptions for some Special Districts for establishing an appropriations limit. Please refer to Section 9 a-c on the reverse of this form.

If any of the following exceptions apply, please fill in the appropriate line with the number "1".

District's only tax revenues are Debt Service Taxes	4.0	
District did not levy a tax rate greater than 12 1/2 cents per \$100 of assessed valuation and was in existence January 1, 1978	5.0	
District is totally funded by sources other than "proceeds of taxes"	6.0	
Other (explain)	7.0	



TO: Library Board of Trustees

FROM: Elizabeth D. Minter, Library Director

DATE: October 17, 1995

SUBJECT: **Fiscal Year 1994-1995 Audit of Financial Transactions and Minutes of the October 2, 1995, Annual Meeting of the Placentia Civic Center Authority Commission**

BACKGROUND:

The Annual Meeting of the Placentia Civic Center Authority Commission was held on October 2, 1995. Library District Representative Ray Evans and Library Director Minter attended. Library Representative Peggy Dinsmore was unable to attend because she was out of town.

The Minutes of the October 3, 1994, Meeting are Attachment A.

The Report on Audit of Financial Statements for the year ended June 30, 1995, is Attachment B.

The draft of the Minutes for the October 2, 1995, Meeting are Attachment C.

RECOMMENDATION:

Receive and file.

**MINUTES OF THE
PLACENTIA CIVIC CENTER AUTHORITY COMMISSION
October 3, 1994 - 7:30 p.m.
Placentia City Hall**

The meeting of the Placentia Civic Center Authority Commission scheduled for October 3, 1994 was called to order at 8:00 p.m.

ROLL CALL

Commissioners Present:	Kathryn A. McKnight Carl Varr Gorden John O. Tynes
Absent:	Carol Downey Leonard Rich
Others Present:	Howard L. Longballe, Secretary Carolyn Davis, Treasurer

ORAL COMMUNICATIONS:

None.

MINUTES:

Minutes of the October 11, 1993 meeting were approved.

ELECTION OF OFFICERS:

Commissioner Van Gorden was elected to serve as President and Howard L. Longballe was reelected to the position of Secretary.

FINANCIAL REPORT:


The Authority received an unqualified "clean" opinion from the outside certified public accountants. The history and purpose of the Authority was discussed as well as the outstanding bond obligations and the funding for the annual debt service payments.

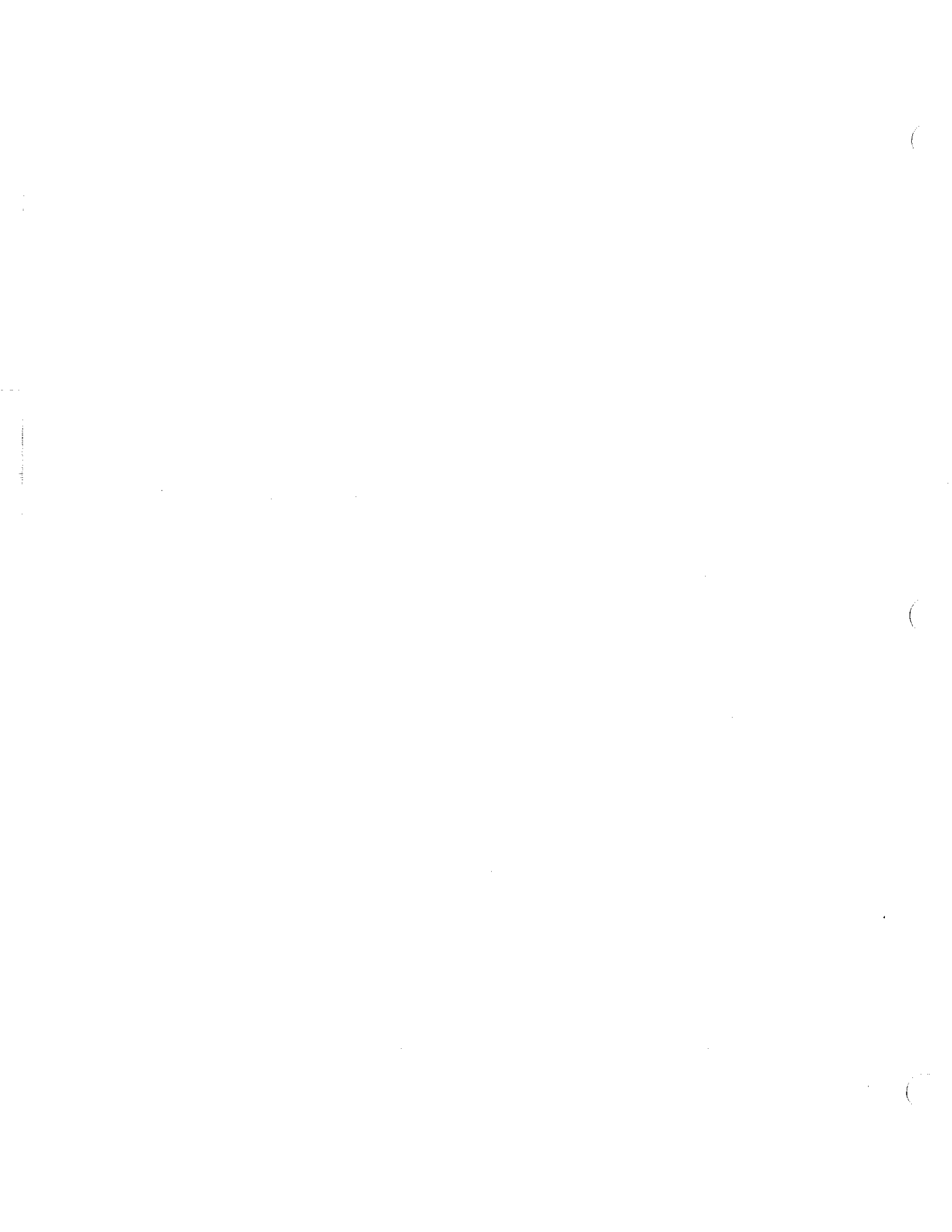
OTHER BUSINESS:

Since the completion of the Yorba Linda Library, the Placentia Library parking problems have diminished.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 8:20 p.m. until the next meeting to be held the first Monday in October 1995 at 7:30 p.m.


Howard L. Longballe Secretary



PLACENTIA CIVIC CENTER AUTHORITY
FINANCIAL STATEMENTS
WITH REPORT ON AUDIT BY CERTIFIED
PUBLIC ACCOUNTANTS
JUNE 30, 1995

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June 30, 1995

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A PARTNERSHIP INCLUDING ACCOUNTANCY CORPORATIONS

18401 VON KARMAN AVE., SUITE 200
IRVINE, CALIFORNIA 92715-1542
PHONE (714) 757-7700
FAX (714) 757-2707

RODNEY K. McDANIEL, CPA
MICHAEL R. LUDIN, CPA
CRAIG W. SPRAKER, CPA
PHILIP H. HOLTkamp, CPA
THOMAS M. PERLOWSKI, CPA
HARVEY J. SCHROEDER, CPA

September 1, 1995

INDEPENDENT AUDITORS' REPORT

Governing Board
Placentia Civic Center Authority
Placentia, California

We have audited the accompanying combined financial statements of the Placentia Civic Center Authority as of, and for the year ended, June 30, 1995. These financial statements are the responsibility of the Authority's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the combined financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the combined financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the combined financial statements referred to above present fairly, in all material respects, the financial position of the Placentia Civic Center Authority as of June 30, 1995, and the results of its operations for the year then ended in conformity with generally accepted accounting principles.

Our audit was made for the purpose of forming an opinion on the combined financial statements taken as a whole. The supplementary information listed in the table of contents is presented for purposes of additional analysis and is not a required part of the combined financial statements of the Placentia Civic Center Authority. Such information has been subjected to the auditing procedures applied in the audit of the combined financial statements and, in our opinion, is fairly stated in all material respects in relation to the combined financial statements taken as a whole.

The statistical information on page 13 is not a required part of the combined financial statements or supplementary information. We did not audit or apply limited procedures to such information and do not express any assurance on such information.

Diehl, Evans and Company

-1-

OTHER OFFICES AT:

2965 ROOSEVELT STREET
CARLSBAD, CA 92008-2389
(619) 729-2343
FAX (619) 729-2234

613 W. VALLEY PARKWAY, SUITE 330
ESCONDIDO, CA 92025-2598
(619) 741-3141
FAX (619) 741-9890

COMBINED BALANCE SHEET -
ALL GOVERNMENTAL FUND TYPES AND ACCOUNT GROUP

June 30, 1995

	Governmental Fund Types			Account Group	Totals
	Revenue	Working Capital	Debt Service	Lease Payments Receivable and Bonds Payable	(Memorandum Only)
ASSETS					
Investments held by trustee (Note 3)	\$ 188,896	\$ 5,411	\$ 132,237	\$ -	\$ 326,544
Accrued interest receivable	2,920	18	4,197	-	7,135
Due from other funds	5,934	-	95,000	-	100,934
Lease payments receivable (Note 2)	-	-	-	1,546,560	1,546,560
Unearned lease finance charges (Note 1b)	-	-	-	(303,705)	(303,705)
Amount available for debt service	-	-	-	172,145	172,145
TOTAL ASSETS	<u>\$ 197,750</u>	<u>\$ 5,429</u>	<u>\$ 231,434</u>	<u>\$ 1,415,000</u>	<u>\$ 1,849,613</u>
LIABILITIES AND FUND BALANCES					
LIABILITIES:					
Revenue bonds payable (Note 4)	\$ -	\$ -	\$ -	\$ 1,415,000	\$ 1,415,000
Due to other funds	95,000	-	5,934	-	100,934
TOTAL LIABILITIES	<u>95,000</u>	<u>-</u>	<u>5,934</u>	<u>1,415,000</u>	<u>1,515,934</u>
FUND BALANCES (NOTE 5):					
Reserve for debt service	77,145	-	95,000	-	172,145
Reserve for bond reserves	-	-	130,500	-	130,500
Reserve for working capital	-	2,000	-	-	2,000
Unreserved	25,605	3,429	-	-	29,034
TOTAL FUND BALANCES	<u>102,750</u>	<u>5,429</u>	<u>225,500</u>	<u>-</u>	<u>333,679</u>
TOTAL LIABILITIES AND FUND BALANCES	<u>\$ 197,750</u>	<u>\$ 5,429</u>	<u>\$ 231,434</u>	<u>\$ 1,415,000</u>	<u>\$ 1,849,613</u>

See independent auditors' report and notes to financial statements.

NOTES TO FINANCIAL STATEMENTS

June 30, 1995

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:

- a. The financial statements have been prepared on the modified accrual basis. Revenues are recognized when they become measurable and available. Expenditures are recorded when the related liability is incurred, except that prepaid expenses are not recorded and interest and principal on long-term debt are recorded as expenditures when due.
- b. The lease of the facilities to the City and Library District has been accounted for as a direct financing lease, whereby the long-term lease has been treated as a sale of the facilities to the City and Library District and the original lease payments receivable represented the selling price. Finance charges included in the lease payments are taken into revenue each year as earned on a declining balance method over the life of the lease.
- c. Investments in U.S. Government securities are stated at amortized cost. (See Note 3).
- d. The accounts of the Authority are organized on the basis of funds and account groups as follows:

Revenue Funds - account for lease payments received. Funds required for administrative expense or debt service funds are transferred from this fund in compliance with provisions of the bond indenture.

Working Capital Funds - account for trustee fees or other expenses other than debt service. Expenditures are to be replenished by transfers from the Revenue Fund.

Debt Service Funds - account for the accumulation and holding of resources for, and the payment of, bonds and interest when due. Revenue sources are transfers from the Revenue Fund and interest earned on investments.

Account Group - accounts for the balance due on lease payments receivable and the outstanding principal of long-term debt.

- e. The total columns on the combined financial statements are captioned "Memorandum Only" to indicate that they are presented only to facilitate financial analysis. Data in these columns do not represent consolidated financial information.
-
2. HISTORY AND ORGANIZATION:

The Placentia Civic Center Authority (the Authority) was organized May 22, 1972 under a joint exercise of powers agreement between the City of Placentia (the City) and the Placentia Library District (the Library District), for the purpose of financing and constructing a new civic center building for lease to the City and a library building for lease to the Library District. The joint exercise of powers agreement establishing the Authority is effective for forty years from May 22, 1972 and provides that at the end of the term all real and personal property shall vest in the respective parties which lease the property to the Authority, and that any surplus money shall be returned to the City and the Library District in proportion to the contributions made by each.

See independent auditors' report.

NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

June 30, 1995

2. HISTORY AND ORGANIZATION (CONTINUED):

The Authority leased the civic center site from the City and the library site from the Library District on March 1, 1973 for the sum of \$1 each paid in advance representing the rent for the full term of the leases. The site leases will terminate at the end of the subleases.

On March 1, 1973, the Authority entered into subleases with the City and the Library District under the terms of which the Authority agreed to construct the above-mentioned facilities and lease them back to the City and the Library District for semiannual rental payments of \$94,600 and \$35,900 respectively, payable in advance each March 1 and September 1 starting in 1975. The subleases will terminate on February 28, 2011 or such earlier time as all debts of the Authority are paid in full. The City and the Library District also agreed to pay as additional rent, all taxes, assessments, insurance premiums, and administrative costs of the Authority. The expenses of maintenance and operation shall be paid 61.2% by the City and 38.8% by the Library District.

3. CASH AND INVESTMENTS:

The following disclosures are made in accordance with Statement No. 3 of the Governmental Accounting Standards Board.

Investments at June 30, 1995 were held by the trustee and consisted of the following:

	<u>Cost</u>	<u>Market Value</u>
Investments:		
Mutual Funds	\$ 6,962	\$ 6,962
U.S. Treasury Bills	<u>319,582</u>	<u>328,619</u>
Total Cash and Investments	<u>\$ 326,544</u>	<u>\$ 335,581</u>

Authorized Investments:

Per Sections 7.02 and 7.03 of the bond indenture, monies in the hands of the trustee may be held in time or demand deposits which are fully secured as required by law for public deposits. Monies may also be invested in any security in which the Authority may legally invest.

Classification of Cash and Investments by Credit Risk:

Investments:

Category 1:

Mutual Funds insured by the Securities Investors Protection Corporation (SIPC)	\$ 6,962
--	----------

Category 2

Investments acquired through a financial institution's investment department and held in the same financial institution's trust department and recorded in the City's name in the records of the financial institution.	<u>319,582</u>
	<u>\$ 326,544</u>

See independent auditors' report.

NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

June 30, 1995

4. REVENUE BONDS PAYABLE:

To provide funds for the construction of the city hall, the Authority sold \$2,495,000 principal amount of Series A Revenue Bonds, with interest ranging from 5.2% to 7%. To provide funds for the construction of the library, the Authority sold \$1,000,000 principal amount of Series B Revenue Bonds, with interest ranging from 5.3% to 7%. The bonds were issued under a trust indenture with the United California Bank as trustee, with First Interstate Bank as successor trustee. The Series A Bonds mature serially from October 1, 1975 to October 1, 1999, in amounts ranging from \$45,000 to \$200,000. The Series B bonds mature serially from October 1, 1975 to October 1, 2004, in amounts ranging from \$10,000 to \$75,000. Bonds maturing on or after October 1, 1986 (Series A) or on or after October 1, 1990 (Series B) are subject to call in whole or in part on October 1, 1985, or on any interest payment date thereafter, at the option of the Authority at prices ranging from 100.25% to 104% of the principal amount of the bond.

Changes in revenue bonds payable for the year ended June 30, 1995 were as follows:

Balance, July 1, 1994	\$ 1,605,000
Principal payments	<u>190,000</u>
Balance, June 30, 1995	<u>\$ 1,415,000</u>

Future debt service requirements are as follows:

Year Ending June 30	Principal		Interest		Total
	Series A	Series B	Series A	Series B	
1996	\$ 150,000	\$ 40,000	\$ 43,000	\$ 30,885	\$ 263,885
1997	150,000	45,000	34,750	28,525	258,275
1998	175,000	45,000	25,812	26,005	271,817
1999	175,000	50,000	16,100	23,345	264,445
2000	200,000	55,000	5,601	20,373	280,974
2001 - 2005	<u>-</u>	<u>330,000</u>	<u>-</u>	<u>49,310</u>	<u>379,310</u>
	<u>\$ 850,000</u>	<u>\$ 565,000</u>	<u>\$ 125,263</u>	<u>\$ 178,443</u>	<u>\$ 1,718,706</u>

5. FUND BALANCES:

Per section 5.02 of the bond indentures, excess monies from the Revenue Fund are to be transferred to the Debt Service Reserve Fund to the extent necessary to maintain a fund balance equal to at least one-half the annual rental payment required from the City and the Library District. Any money in excess of the reserve requirement in the Debt Service Reserve Funds is to be transferred to the Revenue Funds and may be used for early redemption of bonds, changes, alterations or additions to the Project or to reimburse the City and the Library District for base or additional rent previously paid.

See independent auditors' report.

SUPPLEMENTARY INFORMATION

PLACENTIA CIVIC CENTER AUTHORITY

Agenda Item 25
Attachment B
Page 10

COMBINING BALANCE SHEET -
ALL DEBT SERVICE FUNDS

June 30, 1995

	Series A Bonds		Series B Bonds		Totals
	Interest and Retirement	Debt Service Reserve	Interest and Retirement	Debt Service Reserve	
ASSETS					
Investments held by trustee	\$ -	\$ 96,333	\$ -	\$ 35,904	\$ 132,237
Accrued interest receivable	-	3,060	-	1,137	4,197
Due from other funds	<u>75,000</u>	<u>-</u>	<u>20,000</u>	<u>-</u>	<u>95,000</u>
TOTAL ASSETS	<u>\$ 75,000</u>	<u>\$ 99,393</u>	<u>\$ 20,000</u>	<u>\$ 37,041</u>	<u>\$ 231,434</u>
LIABILITIES AND FUND BALANCES					
LIABILITIES:					
Due to other funds	\$ -	\$ 4,793	\$ -	\$ 1,141	\$ 5,934
FUND BALANCES:					
Reserved for debt service	75,000	-	20,000	-	95,000
Reserve for bond reserves	<u>-</u>	<u>94,600</u>	<u>-</u>	<u>35,900</u>	<u>130,500</u>
TOTAL FUND BALANCES	<u>75,000</u>	<u>94,600</u>	<u>20,000</u>	<u>35,900</u>	<u>225,500</u>
TOTAL LIABILITIES AND FUND BALANCES	<u>\$ 75,000</u>	<u>\$ 99,393</u>	<u>\$ 20,000</u>	<u>\$ 37,041</u>	<u>\$ 231,434</u>

See independent auditors' report.

PLACENTIA CIVIC CENTER AUTHORITY

COMBINING STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - ALL DEBT SERVICE FUNDS

For the year ended June 30, 1995

	<u>Series A Bonds</u>		<u>Series B Bonds</u>		<u>Totals</u>
	<u>Interest and Retirement</u>	<u>Debt Service Reserve</u>	<u>Interest and Retirement</u>	<u>Debt Service Reserve</u>	
REVENUES:					
Interest on investments	\$ -	\$ 4,067	\$ 1	\$ 1,527	\$ 5,595
EXPENDITURES:					
Interest	51,250	-	33,085	-	84,335
Bond principal payment	<u>150,000</u>	<u>-</u>	<u>40,000</u>	<u>-</u>	<u>190,000</u>
TOTAL EXPENDITURES	<u>201,250</u>	<u>-</u>	<u>73,085</u>	<u>-</u>	<u>274,335</u>
OTHER FINANCING SOURCES (USES):					
Operating transfers in	201,250	-	73,084	-	274,334
Operating transfers out	<u>-</u>	<u>(4,067)</u>	<u>-</u>	<u>(1,527)</u>	<u>(5,594)</u>
TOTAL OTHER FINANCING SOURCES (USES)	<u>201,250</u>	<u>(4,067)</u>	<u>73,084</u>	<u>(1,527)</u>	<u>268,740</u>
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER EXPENDITURES AND OTHER FINANCING USES	-	-	-	-	-
FUND BALANCES - JULY 1, 1994	<u>75,000</u>	<u>94,600</u>	<u>20,000</u>	<u>35,900</u>	<u>225,500</u>
FUND BALANCES - JUNE 30, 1995	<u>\$ 75,000</u>	<u>\$ 94,600</u>	<u>\$ 20,000</u>	<u>\$ 35,900</u>	<u>\$ 225,500</u>

See independent auditors' report.

COMBINED BALANCE SHEET -
ALL GOVERNMENTAL FUND TYPES AND ACCOUNT GROUP

SERIES A BONDS

June 30, 1995

	Governmental Fund Types			Account Group	Totals (Memorandum Only)
	Revenue	Working Capital	Debt Service	Lease Payments Receivable and Bonds Payable	
ASSETS					
Investments held by trustee	\$ 102,890	\$ 2,696	\$ 96,333	\$ -	\$ 201,919
Accrued interest receivable	1,659	9	3,060	-	4,728
Due from other funds	4,793	-	75,000	-	79,793
Lease payments receivable	-	-	-	865,920	865,920
Unearned lease finance charges	-	-	-	(125,262)	(125,262)
Amount available for debt service	-	-	-	109,342	109,342
TOTAL ASSETS	<u>\$ 109,342</u>	<u>\$ 2,705</u>	<u>\$ 174,393</u>	<u>\$ 850,000</u>	<u>\$ 1,136,440</u>
LIABILITIES AND FUND BALANCES					
LIABILITIES:					
Revenue bonds payable	\$ -	\$ -	\$ -	\$ 850,000	\$ 850,000
Due to other funds	<u>75,000</u>	<u>-</u>	<u>4,793</u>	<u>-</u>	<u>79,793</u>
TOTAL LIABILITIES	<u>75,000</u>	<u>-</u>	<u>4,793</u>	<u>850,000</u>	<u>929,793</u>
FUND BALANCES:					
Reserve for debt service	34,342	-	75,000	-	109,342
Reserve for bond reserves	-	-	94,600	-	94,600
Reserve for working capital	-	1,000	-	-	1,000
Unreserved	<u>-</u>	<u>1,705</u>	<u>-</u>	<u>-</u>	<u>1,705</u>
TOTAL FUND BALANCES	<u>34,342</u>	<u>2,705</u>	<u>169,600</u>	<u>-</u>	<u>206,647</u>
TOTAL LIABILITIES AND FUND BALANCES	<u>\$ 109,342</u>	<u>\$ 2,705</u>	<u>\$ 174,393</u>	<u>\$ 850,000</u>	<u>\$ 1,136,440</u>

See independent auditors' report.

COMBINED STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - ALL GOVERNMENTAL FUND TYPES

SERIES A BONDS

For the year ended June 30, 1995

	<u>Revenue</u>	<u>Working Capital</u>	<u>Debt Service</u>	<u>Totals (Memorandum Only)</u>
REVENUES:				
Lease payments - finance charges	\$ 51,250	\$ -	\$ -	\$ 51,250
Interest on investments	<u>3,833</u>	<u>67</u>	<u>4,067</u>	<u>7,967</u>
TOTAL REVENUES	<u>55,083</u>	<u>67</u>	<u>4,067</u>	<u>59,217</u>
EXPENDITURES:				
Interest	-	-	51,250	51,250
Bond principal payment	<u>-</u>	<u>-</u>	<u>150,000</u>	<u>150,000</u>
TOTAL EXPENDITURES	<u>-</u>	<u>-</u>	<u>201,250</u>	<u>201,250</u>
OTHER FINANCING SOURCES (USES):				
Lease payments received - principal	137,950	-	-	137,950
Operating transfers in	4,067	-	201,250	205,317
Operating transfers out	<u>(201,250)</u>	<u>-</u>	<u>(4,067)</u>	<u>(205,317)</u>
TOTAL OTHER FINANCING SOURCES (USES)	<u>(59,233)</u>	<u>-</u>	<u>197,183</u>	<u>137,950</u>
EXCESS OF REVENUES AND OTHER FINANCING SOURCES (UNDER) EXPENDITURES AND OTHER FINANCING USES	(4,150)	67	-	(4,083)
FUND BALANCES - JULY 1, 1994	<u>38,492</u>	<u>2,638</u>	<u>169,600</u>	<u>210,730</u>
FUND BALANCES - JUNE 30, 1995	<u>\$ 34,342</u>	<u>\$ 2,705</u>	<u>\$ 169,600</u>	<u>\$ 206,647</u>

See independent auditors' report.

COMBINED BALANCE SHEET -
ALL GOVERNMENTAL FUND TYPES AND ACCOUNT GROUP

SERIES B BONDS

June 30, 1995

	<u>Governmental Fund Types</u>			<u>Account Group</u>	<u>Totals (Memorandum Only)</u>
	<u>Revenue</u>	<u>Working Capital</u>	<u>Debt Service</u>	<u>Lease Payments Receivable and Bonds Payable</u>	
ASSETS					
Investments held by trustee	\$ 86,006	\$ 2,715	\$ 35,904	\$ -	\$ 124,625
Accrued interest receivable	1,261	9	1,137	-	2,407
Due from other funds	1,141	-	20,000	-	21,141
Lease payments receivable	-	-	-	680,640	680,640
Unearned lease finance charges	-	-	-	(178,443)	(178,443)
Amount available for debt service	-	-	-	62,803	62,803
TOTAL ASSETS	\$ 88,408	\$ 2,724	\$ 57,041	\$ 565,000	\$ 713,173
LIABILITIES AND FUND BALANCES					
LIABILITIES:					
Revenue bonds payable	\$ -	\$ -	\$ -	\$ 565,000	\$ 565,000
Due to other funds	20,000	-	1,141	-	21,141
TOTAL LIABILITIES	20,000	-	1,141	565,000	586,141
FUND BALANCES:					
Reserve for debt service	42,803	-	20,000	-	62,803
Reserve for bond reserves	-	-	35,900	-	35,900
Reserve for working capital	-	1,000	-	-	1,000
Unreserved	25,605	1,724	-	-	27,329
TOTAL FUND BALANCES	68,408	2,724	55,900	-	127,032
TOTAL LIABILITIES AND FUND BALANCES	\$ 88,408	\$ 2,724	\$ 57,041	\$ 565,000	\$ 713,173

See independent auditors' report.

COMBINED STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - ALL GOVERNMENTAL FUND TYPES

SERIES B BONDS

For the year ended June 30, 1995

	<u>Revenue</u>	<u>Working Capital</u>	<u>Debt Service</u>	<u>Totals (Memorandum Only)</u>
REVENUES:				
Lease payments - finance charges	\$ 33,085	\$ -	\$ -	\$ 33,085
Interest on investments	<u>3,891</u>	<u>68</u>	<u>1,528</u>	<u>5,487</u>
TOTAL REVENUES	<u>36,976</u>	<u>68</u>	<u>1,528</u>	<u>38,572</u>
EXPENDITURES:				
Interest	-	-	33,085	33,085
Bond principal payment	<u>-</u>	<u>-</u>	<u>40,000</u>	<u>40,000</u>
TOTAL EXPENDITURES	<u>-</u>	<u>-</u>	<u>73,085</u>	<u>73,085</u>
OTHER FINANCING SOURCES (USES):				
Lease payments received - principal	38,715	-	-	38,715
Operating transfers in	1,527	-	73,084	74,611
Operating transfers out	<u>(73,084)</u>	<u>-</u>	<u>(1,527)</u>	<u>(74,611)</u>
TOTAL OTHER FINANCING SOURCES (USES)	<u>(32,842)</u>	<u>-</u>	<u>71,557</u>	<u>38,715</u>
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER EXPENDITURES AND OTHER FINANCING USES	4,134	68	-	4,202
FUND BALANCES - JULY 1, 1994	<u>64,274</u>	<u>2,656</u>	<u>55,900</u>	<u>122,830</u>
FUND BALANCES - JUNE 30, 1995	<u>\$ 68,408</u>	<u>\$ 2,724</u>	<u>\$ 55,900</u>	<u>\$ 127,032</u>

See independent auditors' report.

STATISTICAL INFORMATION

INSURANCE COVERAGE

June 30, 1995

Insurance coverage of the Authority at June 30, 1995 on policies issued to the City of Placentia includes the following:

<u>Description</u>	<u>Amount of Coverage</u>	<u>Expiration Date</u>
Fire, including contents	\$ 4,313,861	May 15, 1996
Umbrella liability	\$ 10,000,000 excess of \$100,000 self-insured retention	July 1, 1996

See independent auditors' report.



**MINUTES OF THE
PLACENTIA CIVIC CENTER AUTHORITY COMMISSION
October 2, 1995 - 7:30 p.m.
Placentia City Hall**

The meeting of the Placentia Civic Center Authority Commission was called to order at 7:35 p.m.

ROLL CALL:

Commissioners Present:

Carl Van Gorden
Ray Evans
John O. Tynes
Carol Downey

Absent:

Peggy Dinsmore

Others Present:

Howard L. Longballa, Secretary
Carolyn Davis, City Treasurer
Elizabeth Minter, Placentia Library Director

ORAL COMMUNICATIONS:

None.

MINUTES:

Minutes of the October 3, 1994 meeting were approved.

ELECTION OF OFFICERS:

Commissioner John O. Tynes was elected to serve as President and Howard L. Longballa was reelected to the position of Secretary.

OATH OF OFFICE:


Secretary Longballa reported that Library Board appointees Peggy Dinsmore and Ray Evans were sworn in on January 16, 1995 by the Library Director.


FINANCIAL REPORT:

Once again, the Civic Center Authority received an unqualified "clean" opinion from the outside certified public accountants. The history and purpose of the Authority were discussed as well as the outstanding bond obligations and the funding for the annual debt service payments.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 7:50 p.m. until the next meeting to be held the first Monday in October 1996 at 7:30 p.m.


Howard L. Longballa, Secretary

TO: Library Board of Trustees
FROM: Elizabeth D. Minter, Library Director 
DATE: October 17, 1995
SUBJECT: Orange County Bankruptcy Settlement Agreement

BACKGROUND:

There continues to be some confusion about whether the Orange County Investment Pool participants are being advised by the Orange County Investment Pool Bankruptcy Committee to sign the Settlement Agreement.

Attachments A, B and C are the communications that the District has received during the past week.

I advise the Board to await recommendations from Patrick Shea. If these recommendations are received prior to the Board Meeting, the Settlement Agreement Document will be presented for adoption.

RECOMMENDATION:

Approve Settlement Agreement if it is available at the time of the Meeting.

JANICE MITTERMEIER
CHIEF EXECUTIVE OFFICER

COUNTY ADMINISTRATIVE OFFICE
ROBERT E. THOMAS HALL OF ADMINISTRATION
10 CIVIC CENTER PLAZA, 3RD FLOOR
SANTA ANA, CA 92701-4062

TELEPHONE: (714) 834-6200

FAX: (714) 834-3018



COUNTY ADMINISTRATIVE OFFICE

October 10, 1995

TO: Orange County City Mayors
Orange County City Managers
Orange County Transportation Authorities
Orange County Water Districts
Orange County Sanitation Districts
Orange County School Districts
Orange County Transportation Authority
Orange County Pool Participants

RE: Orange County Consensus Plan Joint Agreement

Yesterday, October 9, 1995, Governor Pete Wilson signed legislation which will enable the County of Orange to implement a locally developed consensus plan designed to bring the County out of bankruptcy. While the signing of this legislation is an important first step, we now look forward to receiving executed copies of the Joint Agreements from the pool participants who voted to approve the proposed recovery plan.

These executed agreements, along with the legislation now enacted, form the foundation of the County's Plan of Adjustment which must be filed with the Federal Bankruptcy Court. To meet our obligations to our bond holders and vendors and to avoid the potential for appointment of a State Trustee, the Plan of Adjustment needs to be filed by December 15, 1995. Because the terms of the Joint Agreement will be incorporated into the Plan, we must receive your signed copy of the attached Joint Agreement as soon as possible.

I know we have all welcomed the bright economic news in recent days proclaiming Orange County's growing strength in sales, low unemployment rate, and housing market improvements. Moving the County out of its current state of bankruptcy without raising taxes or seriously impacting the quality of life of most residents can only help the County's economic resurgence and national image.

I therefore urge the immediate consideration and approval of the Joint Agreement by your respective councils or boards. My office

P.06

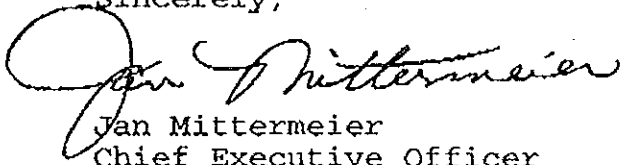
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would be pleased to assist you with any needed presentations or to be available to answer the questions of your elected officials, staff, or citizens. Please contact me at 834-6200 if I can be of any assistance to you.

In closing, I would like to acknowledge the many people who worked so hard to draft the terms and conditions of the final consensus Joint Agreement including Paul Brady from the City of Irvine, Stan Oftelie from the Orange County Transportation Authority, Ken Jones from the Orange County schools, Andre Czorny from the Orange County water districts, Kevin Murphy from the City of Newport Beach, Bill Woollett from the transportation corridor authorities, and Don McIntyre from the Orange County sanitation districts. To these people and their legal representatives, we owe a great deal of thanks.

Sincerely,



Jan Mittermeier
Chief Executive Officer
County of Orange

Attachment

cc: Members, Orange County Board of Supervisors
Paul Brady, City of Irvine
Stan Oftelie, Orange County Transportation Authority
Ken Jones, Fullerton Joint Union High School District
Andre Czorny, Orange County Water District
Kevin Murphy, City of Newport Beach
Bill Woollett, Transportation Corridor Agencies
Don McIntyre, County Sanitation Districts of Orange County

CK:ck

OCT 10 1995

EXECUTION COPY

SEPTEMBER 6, 1995

**JOINT AGREEMENT (the "Agreement") OF THE COUNTY OF ORANGE,
THE OFFICIAL INVESTMENT POOL PARTICIPANTS' COMMITTEE
AND EACH OPTION A POOL PARTICIPANT FOR RESOLUTION OF
ALL CLAIMS AGAINST THE COUNTY OF ORANGE**

1. Definitions. Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Comprehensive Settlement Agreement re: Orange County Investment Pools (the "Comprehensive Settlement Agreement"), in the form approved by the United States Bankruptcy Court for the Central District of California ("Bankruptcy Court") in an order entered on May 2, 1995.
2. Reallocation of Bradley-Burns Sales Tax; Alternatively, Deposit of Funds by OCTA. The County of Orange (the "County"), the Orange County Transportation Authority ("OCTA"), the Orange County Transit District ("OCTD"), and the Official Investment Pool Participants' Committee (the "OCIP Committee") agree to support the passage by the California legislature (the "Legislature") and the approval thereof by the Governor of the State of California (the "Governor") of legislation providing for one of the following alternatives, which alternatives shall be selected by the County in the County's sole and absolute discretion: (a) the deposit by OCTA with the County of Orange of \$38 million per year for a term of 15 years commencing on July 1, 1996; or (b) the reallocation to and/or retention by the County of a portion of the Bradley-Burns Sales Tax currently allocated to the OCTA or to the OCTD in the sum of \$38 million per year for a term of fifteen (15) years commencing on July 1, 1996. The draft alternative legislation attached to this Agreement as Exhibit "A" represents a form which is acceptable to the County, OCTD, the OCIP Committee and OCTA for the legislation implementing the terms of this paragraph 2. The undersigned holders of Settlement Secured Claims and/or Repayment Claims (collectively, the "Option A Pool Participants") agree that they do not and will not object to the passage and approval of

legislation which is generally in the form attached to this Agreement as Exhibit "A."

3. Transfer of Motor Vehicle Fuel Taxes. The County, the OCTA, the OCTD agree to support the passage by the Legislature and the approval thereof by the Governor of legislation that allocates to OCTA \$23 million of the County's yearly apportionment of Motor Vehicle Fuel Taxes for a period of sixteen (16) years commencing on July 1, 1997. (The draft legislation attached to this Agreement as Exhibit "A" represents a form which is acceptable to the County, OCTD, the OCIP Committee and OCTA for the legislation implementing the terms of this paragraph 3. The undersigned Option A Pool Participants agree that they do not and will not object to the passage and approval of legislation which is generally in the form attached to this Agreement as Exhibit "A.") The County agrees to pay, subject to all bankruptcy defenses, limitations and objections, all eligible costs, as determined by the County, for Arterial Highway Financing Program projects originally programmed by OCTA or the County prior to and including June 30, 1995, and OCTA shall not be obligated to pay any of such eligible costs.
4. Reallocation of Property Taxes (Harbors, Beaches & Parks). The County and the OCIP Committee agree to support the passage by the Legislature and the approval thereof by the Governor of legislation providing for the reallocation to the County of property taxes currently allocated and paid to the Orange County fund commonly known as Harbors, Beaches and Parks in an amount equal to \$4 million per year (plus any related allocation to such fund of future years' tax increments) for a period of twenty (20) years commencing on July 1, 1996. The draft legislation attached to this Agreement as Exhibit "A" represents a form which is acceptable to the County, OCTD, the OCIP Committee and OCTA for the legislation implementing the terms of this paragraph 4. The undersigned Option A Pool Participants agree that they do not and will not object to the passage and approval of legislation generally in the form attached to this Agreement as Exhibit "A."
5. Reallocation of Property Taxes (Flood Control). The County and the OCIP Committee agree to support the passage by the Legislature and the approval thereof by the Governor of legislation providing for the reallocation to the County of property taxes currently allocated and paid to the Orange County

Flood Control District in an amount equal to \$4 million per year (plus any related allocation to that district of future years tax increments) for a period of twenty (20) years commencing on July 1, 1996. The draft legislation attached to this Agreement as Exhibit "A" represents a form which is acceptable to the County, OCTD, the OCIP Committee and the OCTA for the legislation implementing the terms of this paragraph 5. The undersigned Option A Pool Participants agree that they do not and will not object to the passage and approval of legislation generally in the form attached to this Agreement as Exhibit "A."

6. Reallocation of Property Taxes (Development Authority). The County and the OCIP Committee agree to support passage by the Legislature and the approval thereof by the Governor of legislation providing for the transfer from the Orange County Development Agency ("OCDA") to the County's general fund of an amount equal to \$4 million per year for a period of twenty (20) years commencing on July 1, 1996. The draft legislation attached to this Agreement as Exhibit "A" represents a form which is acceptable to the County, OCTD, the OCIP Committee and the OCTA for the legislation implementing the terms of this paragraph 6. The undersigned Option A Pool Participants agree that they do not and will not object to the passage and approval of legislation generally in the form attached to this Agreement as Exhibit "A."
7. Segregation of Redirected Revenues. All of the revenues to be directed to or received by the County pursuant to legislation enacted in accordance with paragraphs 2 through 6 hereof shall be accounted for and reserved for the performance of the County's obligations pursuant to a confirmed plan of adjustment, including payment of debt service on post-petition indebtedness or Certificates of Participation approved by the Bankruptcy Court. Funds may be released from the restrictions described in the preceding sentence to the extent that funds from the County's general fund are applied to obligations of the County under such plan.
8. Plan of Adjustment. The County shall, as promptly as practicable, and in any event no later than January 1, 1996, prepare and file with the Bankruptcy Court a plan of adjustment (the "Plan of Adjustment") and a Disclosure Statement with respect to such Plan of Adjustment. The Plan of Adjustment shall contain, in substance, the following terms and conditions:

- a) The Plan of Adjustment may provide for the payment of the allowed amount of all County vendor allowed claims as of the Petition Date.
- b) The Plan of Adjustment may provide for the payment of the allowed amount of all allowed claims asserted by County employees.
- c) The Plan of Adjustment may provide for payment, in full, of all allowed claims under the County's short-term note debt which constitute "Senior Claims" as that term is defined in the Comprehensive Settlement Agreement.
- d) The Plan of Adjustment may provide for the replenishment of those reserve accounts required to be maintained in accordance with the documentation governing Certificates of Participation issued on behalf of the County to the extent required by such documentation through the payment of past due lease obligations for such Certificates of Participation to cure any default resulting from non-payment of such lease obligations, in an amount not to exceed \$15 million.
- e) The Plan of Adjustment shall provide for the appointment of a Representative pursuant to Bankruptcy Code section 1123(b)(3)(B), defined below, to enforce, prosecute and collect upon all Pool-Related Claims, as such term is defined in the Comprehensive Settlement Agreement, and such Representative's authority shall include determining whether, and on what terms, to settle any or all of such Claims.
- f) The Plan of Adjustment shall provide for the establishment of a fund in the amount of \$50 million (the "Litigation Fund") to enable the Representative to prosecute, enforce and collect upon Pool-Related Claims, including without limitation to pay for the services of lawyers, accountants, expert witnesses, consultants, and to the extent the Professional Fee Reserve established pursuant to the Comprehensive Settlement Agreement is insufficient, counsel for the OCIP Committee and/or his designee and to pay other costs and fees related to the prosecution, enforcement and collection of Pool-Related Claims.

- g) The Plan of Adjustment shall provide that all Settlement Secured Claims allowed pursuant to the Comprehensive Settlement Agreement shall be subordinated to Senior Claims for purposes of determining distributional entitlements under the Plan of Adjustment and, upon the Effective Date of the such Plan, have recourse only to net proceeds of Pool-Related Claims and the Litigation Fund in accordance with the terms and conditions described in Paragraph 9. The security interest which collateralizes the Settlement Secured Claims pursuant to the Comprehensive Settlement Agreement shall be modified and released only to the extent necessary to permit all Pool-Related Claims to become fully subject to the control of the Representative and to permit the distributions of net proceeds of Pool-Related Claims and of the Litigation Fund in accordance with Paragraph 9, below.
- h) The Plan of Adjustment shall provide that all Repayment Claims allowed pursuant to the Comprehensive Settlement Agreement shall, upon the Effective Date of such Plan, have recourse only to net proceeds of Pool-Related Claims and the Litigation Fund in accordance with the terms and conditions described in Paragraph 9. The security interest which collateralizes the Repayment Claims pursuant to the Comprehensive Settlement Agreement shall be modified and released only to the extent necessary to permit all Pool-Related Claims to become fully subject to the control of the Representative and to permit the distributions of net proceeds of Pool-Related Claims and of the Litigation Fund in accordance with Paragraph 9, below.
- i) Except as otherwise provided in this Agreement, the Plan of Adjustment shall provide that all claims based upon or arising out of deficiencies in County-Administered Accounts resulting from investment losses in the Orange County Investment Pools ("County-Administered Account Claims") held by the County will receive the same treatment as County-Administered Account Claims held by Option A Pool Participants.
- j) The Plan of Adjustment may provide for payment, without interest in accordance with Paragraph 10(e) below, of County-Administered

Account Claims held by Option A Pool Participants over a period of up to twenty years beginning on the Effective Date of such Plan, as shown on the cash flow projections attached hereto as Exhibit B.

9. The Representative. Matters relating to the Pool-Related Claims and the Representative:

- a) The Pool-Related Claims of the County and of the Option A Pool Participants shall be enforced, prosecuted and collected upon by the Representative. The net proceeds, if any, of such enforcement, prosecution and collection efforts shall be distributed at such times and in such amounts as may be determined by the Representative in his sole and absolute discretion. Distributions shall be applied as among the holders of Pool-Related Claims as follows:
 - i) The first \$53,000,000 shall be distributed, to the holders of Repayment Claims who are School Pool Participants, *pro rata*, in accordance with the allowed amounts of such claims and shall be applied to reduce the allowed amounts of such claims.
 - ii) After the distribution of \$53,000,000 in accordance with paragraph (i), the next \$324,000,000 shall be distributed, to the holders of Settlement Secured Claims, *pro rata*, in accordance with the allowed amounts of such Claims and shall be applied to reduce the allowed amounts of such Claims.
 - iii) After the distribution of \$377,000,000 in accordance with paragraphs (i) and (ii), the next \$176,000,000 shall be distributed to the County of Orange.
 - iv) After the distribution of \$553,000,000 in accordance with paragraphs (i), (ii) and (iii), the next \$687,000,000 until aggregate distributions equal \$1,240,000,000 shall be distributed as follows:
 - a) The Secured Claim Percentage of such amounts shall be distributed to Option A Pool Participants and shall be

applied to the allowed amount of the remaining Repayment Claims, *pro rata*, in accordance with the allowed amounts of such Claims.

- b) 100% minus the Secured Claim Percentage of such amounts shall be distributed to the County of Orange.
- v) After the distribution of \$1,240,000,000 in accordance with paragraphs (i), (ii), (iii) and (iv), the next \$400,000,000 until aggregate distributions equal \$1,640,000,000 shall be distributed as follows:
 - a) 25% of such amounts shall be distributed to OCTA.
 - b) 75% of such amounts shall be distributed to the County of Orange.
- vi) After the distribution of \$1,640,000,000 in accordance with paragraphs (i), (ii), (iii), (iv) and (v), the next \$125,000,000, until aggregate distributions equal \$1,765,000,000 shall be distributed to OCTA.
- vii) Amounts in excess of \$1,765,000,000 shall be distributed as follows:
 - a) The Secured Claim Percentage of such amounts shall be distributed to Option A Pool Participants and shall be applied based upon each Option A Pool Participants' Investment Balance on December 6, 1994, as shown on Exhibit 2, as revised, to the Comprehensive Settlement Agreement.
 - b) 100% minus the Secured Claim Percentage of such amounts shall be distributed to the County of Orange.
- b) Subject to the waiver of certain interest set forth in Paragraph 10(e), the County shall apply first net litigation proceeds received by the

County pursuant to this paragraph to the repayment of allowed County-Administered Account Claims held by Option A Pool Participants arising out of County-Administered Accounts numbered 106, 109, 118, 139, 156, 180, 213, 264, 265, 300, 459, 477, and 506, and such other County-Administered Accounts as are subsequently identified by agreement of the OCIP Committee and the County, to the extent that such Option A Pool Participant County-Administered Account Claims are not previously paid.

- c) The Representative shall be Thomas W. Hayes. In the event Mr. Hayes is unable or unwilling to continue to serve as the Representative, an individual or entity selected by the County and approved by the OCIP Committee shall be the Representative. The Representative may contract with Metropolitan West Securities, Inc., or another person or entity, on such terms and conditions as the Representative shall deem appropriate, for the provision of analytical support and asset management services to the Representative. The Representative shall receive reasonable compensation for his services from the Litigation Fund and/or the proceeds of the prosecution, enforcement and collection of Pool-Related Claims. The agreement containing the terms of the Representative's compensation shall be filed under seal with the Bankruptcy Court.
- d) Both the Representative and Metropolitan West Securities, Inc. shall be indemnified by the Litigation Fund and the litigation proceeds from and against any and all claims which may be asserted against them by reason of any action taken by either of them as Representative or the Representative's agent, respectively. The indemnification described in the preceding sentence shall include payment of attorneys' fees and any other costs incurred in defense of any claims asserted against the Representative or the Representative's agent.
- e) The Representative shall keep counsel for the OCIP Committee informed concerning the progress of the Representative's efforts to prosecute, collect and/or settle Pool-Related Claims. In particular, Exhibit 6 to the Comprehensive Settlement Agreement shall be amended to substitute "counsel for the OCIP Committee" for the

words "Designated Counsel" wherever such words appear in such Exhibit. Notwithstanding the foregoing, the Representative shall retain the sole and absolute discretion in all matters concerning the prosecution, collection, settlement and compromise of Pool-Related Claims subject only to such jurisdiction as may be retained by the Bankruptcy Court pursuant to the Plan of Adjustment.

10. Certain Agreements of the Option A Pool Participants. Each Option A Pool Participant:

- a) In its capacity as a holder of Settlement Secured Claims, Repayment Claims, and/or County-Administered Account Claims, agrees not to reject any Plan of Adjustment containing substantially the terms described in this Agreement;
- b) In its capacity as a holder of Settlement Secured Claims, Repayment Claims, and/or County-Administered Account Claims, agrees that it intends to accept any Plan of Adjustment containing substantially the terms described in this Agreement;
- c) In its capacity as a holder of Settlement Secured Claims, Repayment Claims, and/or County-Administered Account Claims, agrees not to oppose confirmation by the Bankruptcy Court of any Plan of Adjustment containing substantially the terms described in this Agreement whether or not such Option A Pool Participant accepts such Plan of Adjustment. Notwithstanding the foregoing, if Bankruptcy Code section 943 is deemed not to be satisfied, such provision is waived by each Option A Pool Participant to the fullest extent permitted by law;
- d) In its capacity as a holder of Settlement Secured Claims, Repayment Claims, and/or County-Administered Account Claims, agrees that the treatment of Settlement Secured Claims, Repayment Claims, and County-Administered Account Claims described in this Agreement complies in all respects with all applicable requirements of Bankruptcy Code section 943 whether or not any class comprised of holders of Settlement Secured Claims, any class comprised of holders of Repayment Claims, or any class comprised of holders of County-

Administered Account Claims accepts the Plan of Adjustment in accordance with Bankruptcy Code section 1124. Notwithstanding the foregoing, if Bankruptcy Code section 943 is deemed not to be satisfied, such provision is waived by each Option A Pool Participant to the fullest extent permitted by law;

- e) Waives any right to post-petition, post-confirmation or post-effective date interest on any County-Administered Account Claim. Notwithstanding any provision hereof, each Option A Pool Participant does not waive nor intend to waive any claim for any interest that it may have against any third party;
- f) If not a School Pool Participant, agrees to subordinate its County-Administered Account Claims to any County-Administered Account Claim of School Pool Participants based upon losses in County-Administered Accounts numbered 664, 666, 668, 669, 670, 673, 675, 676, 677, 678, 680, 684, 685, 686, and 687;
- g) Agrees to suspend, pursuant to a stipulation acceptable to the County, all appeals relating to the Bankruptcy Court's June 27, 1995, Order Approving Compromise Of Controversy Respecting Validity Of Note Debt or its June 27, 1995, Order Approving Second Amended Note Modification And Extension Agreement, or any order or findings related thereto; and
- h) Agrees to dismiss with prejudice, upon entry of an order approving a Plan of Adjustment, all appeals relating to the Bankruptcy Court's June 27, 1995, Order Approving Compromise Of Controversy Respecting Validity Of Note Debt or its June 27, 1995, Order Approving Second Amended Note Modification And Extension Agreement, or any order or findings related thereto.

11. Certain Agreements of the Pool Committee. The Pool Committee:

- a) In its capacity as a representative of holders of Settlement Secured Claims, Repayment Claims, and/or County-Administered Account Claims, agrees that it shall support the acceptance by all Option A

Pool Participants of any Plan of Adjustment containing substantially the terms described in this Agreement;

- b) Agrees that it shall urge acceptance by all holders of Settlement Secured Claims, Repayment Claims, and/or County-Administered Account Claims, of any Plan of Adjustment containing substantially the terms contained in this Agreement;
- c) In its capacity as a representative of holders of Settlement Secured Claims, Repayment Claims, and/or County-Administered Account Claims who execute this Agreement or who accept the Plan of Adjustment, agrees not to oppose confirmation by the Bankruptcy Court of any Plan of Adjustment which contains substantially the terms described in this Agreement whether or not such Plan of Adjustment is accepted by any or all Option A Pool Participants;
- d) In its capacity as a representative of holders of Settlement Secured Claims, Repayment Claims, and/or County-Administered Account Claims, agrees that any Plan of Adjustment containing substantially the terms described in this Agreement complies in all respects with all applicable requirements of Bankruptcy Code section 943 whether or not any class comprised of holders of Settlement Secured Claims, any class comprised of holders of Repayment Claims, or any class comprised of holders of County-Administered Account Claims accepts the Plan of Adjustment in accordance with Bankruptcy Code section 1124;
- e) Agrees to suspend, pursuant to stipulation acceptable by the County, all appeals relating to the Bankruptcy Court's June 27, 1995, Order Approving Compromise Of Controversy Respecting Validity Of Note Debt or its June 27, 1995, Order Approving Second Amended Note Modification And Extension Agreement, or any order or findings related thereto; and
- f) Agrees to dismiss with prejudice, upon entry of an order approving a Plan of Adjustment, all appeals relating to the Bankruptcy Court's June 27, 1995, Order Approving Compromise Of Controversy Respecting Validity Of Note Debt or its June 27, 1995, Order

Approving Second Amended Note Modification And Extension Agreement, or any order or findings related thereto.

12. Other Revenue Diversions. Except as specifically set forth herein, the County agrees not to request of the Legislature, nor otherwise support if requested or approved by any entity other than the County, the diversion of revenue allocated to the undersigned Option A Pool Participant for the purpose of financing the repayment of claims in the County's debt adjustment case or the payment of claims under the County's Plan of Adjustment.
13. Effectiveness of this Agreement. This Agreement shall not become effective unless:
- a) This Agreement has been executed by authorized representatives of:
 - i) The County of Orange;
 - ii) The Official Investment Pool Participants' Committee of the Orange County Investment Pools Bankruptcy Case;
 - iii) The Orange County Transportation Authority; and
 - iv) Each Option A Pool Participant.
- The County may waive the requirement contained in section 13(a)(iv) of this Agreement by written notice sent to counsel to the OCIP Committee.
- b) The Legislature passes and the Governor approves legislation which effectuates and is consistent with the reallocations of revenue described in Paragraphs 2 through 6, above, and Exhibit A.
 - c) The Bankruptcy Court approves this Agreement. For the purposes of implementing the provisions of this paragraph 13(c), all of the parties to this agreement consent to any request that the Bankruptcy Court shorten time or otherwise accelerate a hearing on any motion to

approve this Agreement, provided that each party to this agreement is given at least three (3) days notice of the date and time of any hearing on any motion to approve this Agreement.

14. Cooperation and Best Efforts in Seeking Bankruptcy Court Orders. Each party to this Agreement agrees to cooperate with the County in seeking, and not to hinder or interfere with any proceedings to obtain, the order or orders described in Section 13(c) of this Agreement.
15. Distribution of Amounts in County-Administered Accounts. As promptly as practicable following the effectiveness of this Agreement, the County shall distribute to Option A Pool Participants, to the extent they are lawfully entitled to such amounts under applicable non-bankruptcy law, cash accounted for as available for distribution (i.e. cash balances net of pro-rata allocations of investment losses and Withheld Proceeds based on December 6, 1994, revised balances) on account of funds placed with the County on behalf of Option A Pool Participants and accounted for in County-Administered Accounts numbered 106, 109, 118, 139, 156, 180, 213, 264, 265, 300, 459, 477, and 506, and such other County-Administered Accounts as are subsequently identified by agreement of the OCIP Committee and the County. Each Option A Pool Participant agrees not to object to any future distribution proposed by the County to any other entity, to the extent such entity is lawfully entitled to such amounts under applicable non-bankruptcy law, of cash accounted for as available for distribution (i.e. cash balances net of pro-rata allocations of investment losses and Withheld Proceeds based on December 6, 1994, revised balances) on account of funds placed with the County on behalf of such entity and accounted for in County-Administered Accounts numbered 106, 109, 118, 139, 156, 180, 213, 264, 265, 300, 459, 477, and 506, and such other County-Administered Accounts as are subsequently identified by agreement of the OCIP Committee and the County.
16. Effective Date of Legislation. The legislation proposed in Paragraphs 2 through 6 shall not take effect unless and until the Plan of Adjustment in accordance with this Agreement is confirmed.
17. Limited Waiver of Certain Interest; Subordination. To the extent the County has the authority and ability to do so, the County waives any right

to, post-petition, post-confirmation, or post-effective date interest on any County-Administered Account Claim, but solely to the extent such interest would be paid by or from another County-Administered Account or the County General Fund. Notwithstanding any provision hereof, the County does not waive nor intend to waive any claim for any interest that it may have against any third party. To the extent the County has the authority and ability to do so, the County agrees to subordinate its County-Administered Account Claims to County-Administered Account Claims of School Pool Participants based upon County-Administered Accounts numbered 664, 666, 668, 669, 670, 673, 675, 676, 677, 678, 680, 684, 685, 686, and 687.

18. Orange County Recovery Committee. There shall be established a committee ("OCR Committee") consisting of five (5) members: the Representative, two members to be appointed by the County, and two members to be appointed by the OCIP Committee, provided, however, one of the members appointed by the OCIP Committee shall be a city representative. OCR Committee shall review and evaluate any Plan of Adjustment (the "Plan") and Disclosure Statement filed with the Bankruptcy Court to determine if the Plan is inconsistent with any term of this Agreement or the Comprehensive Settlement Agreement to the extent not modified by this Agreement.
19. Effect of Comprehensive Settlement Agreement. Each Option A Pool Participant hereby fully and finally waives and relinquishes any and all obligations, duties and restrictions imposed upon the County by the Comprehensive Settlement Agreement to the extent inconsistent with this Agreement.
20. No Third-Party Beneficiaries. Nothing contained in this Agreement is intended to confer any rights or remedies under or by reason of this Agreement on, or waive any claims against, any person or entity other than the Parties hereto.
21. No Representations or Warranties. Except as expressly set forth in this Agreement, none of the Parties hereto makes any representation or warranty, written or oral, express or implied.

22. Applicable Law. This Agreement shall be governed in all respects, including the validity, interpretation and effect, by title 11 of the United States Code and the laws of the State of California, without giving effect to the principles of conflicts of law thereof.
23. Consent to Entry of Orders and Judgments by Bankruptcy Court. Each Party hereto hereby consents to the determination by the Bankruptcy Court, as a "core proceeding" within the meaning of 28 U.S.C. § 157 or any successor provision, and to have the Bankruptcy Court hear and determine and enter appropriate orders and judgments, in any action brought to enforce, interpret, reform or rescind this Agreement or any of the provisions hereof and over any action to determine or declare the rights of any of the Parties under this Agreement.
24. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
25. No Admissions. Neither this Agreement, nor any of the terms hereof, nor any negotiations or proceedings in connection herewith, shall constitute or be construed as or be deemed to be evidence of an admission on the part of any Party of any liability or wrongdoing whatsoever, or the truth or untruth, or merit or lack of merit, of any claim or defense of any Party or directly or indirectly impair or adversely affect any rights or claims not released, modified, waived or otherwise affected under this Agreement; nor shall this Agreement, or any of the terms hereof, or any negotiations or proceedings in connection herewith, or any performance or forbearance hereunder, be offered or received in evidence or used in any proceeding against any Party, or used in any proceeding, or otherwise, for any purpose whatsoever except with respect to (a) effectuation and enforcement of this Agreement and (b) any proceedings in the Bankruptcy Court to approve this Agreement and the execution and delivery hereof.
26. Due Authorization. Each Party to this Agreement hereby represents and warrants that such Party is duly-authorized to enter into this Agreement.

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THE COUNTY OF ORANGE

BY: *[Signature]*

ITS: CHAIRMAN

THE OFFICIAL INVESTMENT POOL PARTICIPANTS' COMMITTEE

BY: *[Signature]*

ITS: CHAIRMAN

NAME OF OPTION A POOL PARTICIPANT

BY: _____

ITS: _____

LAW OFFICES OF
PILLSBURY MADISON & SUTROSAN FRANCISCO
LOS ANGELES
SAN DIEGO
WASHINGTON, D.C.
WHILEN'S DIRECT DIAL NUMBERSUITE 1800
101 WEST HIGHLANDWAY
SAN DIEGO, CALIFORNIA 92101
TELEPHONE (619) 534 5000
TELECOPIER (619) 536 1006ORANGE COUNTY
SACRAMENTO
MENLO PARK
TOKYO

(619) 544-3177

October 12, 1995

VIA FACSIMILETO: ORANGE COUNTY INVESTMENT POOL
PARTICIPANTS' DISTRIBUTION LISTRe: In Re County of Orange
Case No. SA-94-22272-JRLetter from County CEO dated October 10, 1995
Regarding "Orange County Consensus Plan Joint
Agreement".

Dear Pool Participants:

I have received from many of you copies of a "Memorandum" dated October 10, 1995, from the County Chief Executive Officer, Janice Mittermeier, regarding the above matter. I have also received your numerous phone calls and phone messages questioning this correspondence.

In her Memorandum, the CEO directs you to approve the Joint Agreement, a copy of which she attaches.

The County has not reached final agreement with the Investment Pool Committee regarding material aspects of the Agreement. We have been in discussions with Counsel for the County regarding these matters.

The Investment Pool Committee has not recommended approval of the Joint Agreement. The County is fully aware of this.

Please await further advice from the Investment Pool Committee before taking any action regarding the document forwarded to you by the County CEO, or any other form of Agreement provided from any source other than the Investment Pool Committee. At such time as the Investment Pool Committee is prepared to recommend any form of agreement to Pool Participants, you will receive such agreement directly from the

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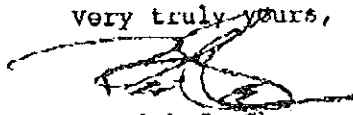
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ORANGE COUNTY INVESTMENT POOL
PARTICIPANTS' DISTRIBUTION LIST
October 12, 1995
Page 2

Pool Committee along with correspondence explaining its substance and directions for the appropriate actions to be taken by Pool Participants. Responses by Pool Participants will be made back to representatives of the Pool Committee, not to the County.

Should you have any questions please contact the undersigned.

Very truly yours,



Patrick C. Shea

PCS:bc

cc: Bruce Bennett, Esq.
Official Committee of Pool Participants & Counsel



Agenda Item 26
Attachment C
JANICE MITTERMEIER
CHIEF EXECUTIVE OFFICER

COUNTY ADMINISTRATIVE OFFICE
ROBERT E. THOMAS HALL OF ADMINISTRATION
10 CIVIC CENTER PLAZA, 3RD FLOOR
SANTA ANA, CA 92701 4062

TELEPHONE: (714) 834-6200

FAX: (714) 834-3018

COUNTY ADMINISTRATIVE OFFICE

October 12, 1995

Patrick Shea, Esq.
Pillsbury Madison and Sutro
Suite 160
101 West Broadway
San Diego, California 92101

Dear Mr. Shea:

I was surprised by the tone and content of your letter of October 12, 1995 to the Orange County Investment Pool Participants. I was equally surprised to learn that many of your constituent boards and councils have yet to receive a copy of the Joint Agreement. The Board of Supervisors and Mr. Stan Oftelie, on behalf of the Orange County Pool Participants' Committee, signed the Joint Agreement on September 7, 1995 (copy of signature page attached).

My letter dated October 10, 1995 sought to inform pool participants of the Governor's October 9 signature on the four legislative bills passed in reliance on the Joint Agreement, and to express my gratitude for efforts the pool participants have devoted to passage of the legislation and to drafting and approving the Joint Agreement. As you know, the California Legislature and the Governor approved the legislation called for in the Joint Agreement based on the commitments by the OCIP, the OCTA and others to execute the Joint Agreement. Accordingly, because the time for drafting and filing the Plan of Adjustment with the Court is now upon us, I urge and continue to urge pool participants to return their signed agreements to the County as soon as possible. Contrary to your letter, however, my letter did not "direct" pool participants to sign the Joint Agreement.

Secondly, your letter implies that, notwithstanding Mr. Oftelie's signature evidencing OCIP's approval of the Joint Agreement, the pool participants are continuing to attempt to renegotiate the terms of the Joint Agreement. The County has requested orally and in writing any remaining obstacles there may be to all pool participants signing the Joint Agreement. Consistent with its October 7 signature on the Joint Agreement, the OCIP has not once written to identify any remaining obstacles or outstanding issues.

Given OCIP's approval of the Joint Agreement, the California Legislature and Governor's approval of legislation called for by the Joint Agreement, and the fact that the deadline for proposing a plan of adjustment is drawing near, I continue to urge OCIP to provide its constituents with copies of the Joint Agreement, and that the pool participants' elected boards and councils be given an opportunity to consider and approve the Joint Agreement.

Sincerely,



Jan Mittermeier
Chief Executive Officer

Attachment

CC: Orange County Pool Participants
Orange County Board of Supervisors

CK:ck

THE COUNTY OF ORANGE

BY: [Signature]
ITS: CHAIRMAN

THE OFFICIAL INVESTMENT POOL PARTICIPANTS' COMMITTEE

BY: [Signature]
ITS: CHAIRMAN

NAME OF OPTION A POOL PARTICIPANT

BY: _____
ITS: _____

TO: Library Board of Trustees

FROM: Elizabeth D. Minter, Library Director *edm*

DATE: October 17, 1995

SUBJECT: Resolution 95-9 Establishing Placentia Library District of Orange County as an "Incorporating Agency" for the purpose of compliance with the Political Reform Act and the Model Conflict of Interest Code of the Fair Political Practices Commission

BACKGROUND:

The District has received Amended Regulation 18730 for the Fair Political Practices Commission of the State of California and is required to incorporate it in the District's Conflict of Interest Policy. The Amended Regulation is Attachment A.

The Memo from the Offices of the County Counsel County of Orange dated September 6, 1995, recommends that the District incorporate the Model Code by reference in its policy by Resolution. By doing this the District will be able to automatically update its Policy each year without Board action. The Memo is Attachment B.

Resolution 95-9 is Attachment C.

RECOMMENDATION:

1. Read Resolution 95-9 by title only. *Read 1st Al.*
2. Adopt Resolution 95-9. *De / Ray*





RAVI MEHTA
CHAIRMAN

FAIR POLITICAL PRACTICES COMMISSION .

June, 1995

RECEIVED
JUN 5 1995

COUNTY COUNSEL'S OFFICE

TO: County Counsels, County Clerks, Clerks of the Board of Supervisors

FROM: Technical Assistance Division (916) 322-5660

RE: Amended Regulation 18730

Attached is a copy of the recently amended Commission Regulation 18730 for counties and other agencies within the county's jurisdiction which have incorporated Regulation 18730 as the body of their conflict of interest codes. No action by the agency is necessary to make these changes effective.

Subdivision (b), subsections (8), (8.1), and (9), were amended to reflect the statutory adjustment to the gift limit amounts and to reflect the honoraria ban in effect for local officials contained in Government Code Sections 89501-89506.

As the code reviewing body, you must forward a copy of amended Regulation 18730 to all agencies within your jurisdiction that have incorporated Regulation 18730.

If an agency has not incorporated Regulation 18730, the language in the code must be amended within 90 days from the date of this notice to reflect the statutory changes. For information on the benefits of incorporating Regulation 18730, please contact this office.

(Regulations of the Fair Political Practices Commission, Title 2, Division 6 of the California Code of Regulations)

18730. Provisions of Conflict of Interest Codes.

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Government Code Section 87300 or the amendment of a conflict of interest code within the meaning of Government Code Section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of Article 2 of Chapter 7 of the Political Reform Act, Government Code Sections 81000, et seq. The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Government Code Section 87100, and to other state or local laws pertaining to conflicts of interest.

(b) The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions. The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (2 Cal. Code of Regs. Sections 18100, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

(2) Section 2. Designated Employees. The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on financial interests.

(3) Section 3. Disclosure Categories. This code does not establish any disclosure obligation for those designated employees who are also specified in Government Code Section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their financial interests pursuant to Article 2 of Chapter 7 of the Political Reform Act, Government Code Sections 87200, et seq.

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;

B) The disclosure assigned in the code of the other agency is the same as that required under Article 2 of Chapter 7 of the Political Reform Act, Government Code Section 87200; and

c) The filing officer is the same for both agencies.¹

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of financial interests are reportable. Such a designated employee shall disclose in his or her statement of economic interests those financial interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned in the Appendix. It has been determined that the financial interests set forth in a designated employee's disclosure categories are the kinds of financial interests which he or she foreseeably can affect materially through the conduct of his or her office.

(4) Section 4. Statements of Economic Interests: Place of Filing. The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's

¹ Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under Article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Government Code Section 81004.

conflict of interest code.²

(5) Section 5. Statements of Economic Interests: Time of Filing.

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(C) Annual Statements. All designated employees shall file statements no later than April 1.

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

(5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office. Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice

² See Government Code Section 81010 and 2 Cal. Code of Regs. Section 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided he or she did not make or participate in the making of, or use his or her position to influence any decision and did not receive or become entitled to receive any form of payment as a result of his or her appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

(1) File a written resignation with the appointing power; and

(2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation he or she did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

(A) Contents of Initial Statements. Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements. Assuming office statements shall disclose any reportable investments,