

AGENDA

PLACENTIA LIBRARY DISTRICT
BOARD OF TRUSTEES

WORK SESSION

Monday, November 20, 2017

5:30 p.m.








Community Meeting Room

Mission Statement:

Placentia Library District provides lifelong learning and reading opportunities that inspire, open minds, and bring our community together.

The Centennial Vision Statement:

The Vision of the Trustees is intended to help celebrate the 100-year anniversary of the District.

-  We will be the place where the community “sees and experiences” the technical edge and premier programming.
-  We will renovate and expand our Library.
-  We will remain financially self-sufficient.
-  We will seek strong community support.
-  We will reach our community with an active marketing plan.
-  We will increase the percentage of our operating budget that supports establishing the premier collection in Orange County.
-  We will plan for maintaining our qualified and professional staff.

AGENDA DESCRIPTIONS: *The Agenda descriptions are intended to give members of the public notice and a general summary of items of business to be transacted or discussed. The Board may take any action which it deems to be appropriate on the Agenda and is not limited in any way by the notice of the recommended action.*

REPORTS AND DOCUMENTATION: *Reports and documentation relating to Agenda items are on file in the Administrative Office and the Reference Department of Placentia Library District, and are available for public inspection. A copy of the Agenda packet will be available for use during the Board Meetings. Any person having any question concerning any Agenda item may call the Library Director at 714-528-1925, Extension 203.*

Placentia Library District Board of Trustees, Work Session Agenda, November 20, 2017

CALL TO ORDER

1. Call to Order Library Board President
2. Roll Call Administrative Assistant

3. Adoption of Agenda

This is the opportunity for Board members to delete items from the Agenda, to continue items, to re-order items, and to make additions pursuant to Government Code Section 54954.2(b).

Presentation: Library Director
Recommendation: Adopt by Motion

4. Oral Communications

At this time, in accordance with California Government Code Section 54954.3, members of the public may address the Library Board of Trustees on any matter within the jurisdiction of the Board.

In accordance with Library Board Policy adopted on April 13, 1992, presentations by the public are limited to 5 minutes per person.

In accordance with California Government Code Section 54954.3, members of the public are also permitted to address the Library Board of Trustees on specific Agenda Items before and at the time that an Item is being considered by the Board.

Action may not be taken on items not on the Agenda except in emergencies or as otherwise authorized by Government Code Section 54954.2(b).

WORK SESSION

5. Meet with the Placentia Library Friends Foundation to Discuss the Legacy Fundraiser Project.

ADJOURNMENT

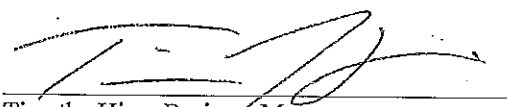
7. Review of Action Items.

No action or discussion shall be taken on any item not appearing on the posted Agenda, unless authorized by law.

8. Adjourn

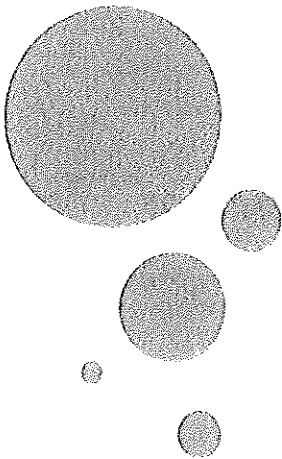
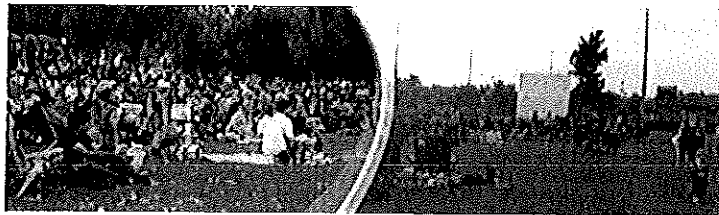
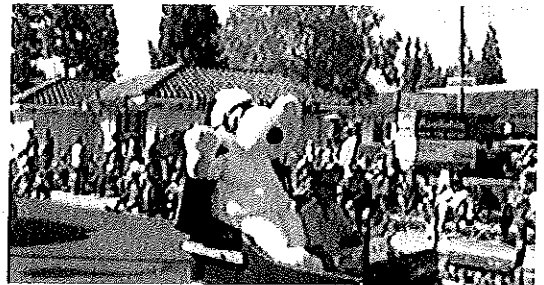
*****CERTIFICATION OF POSTING*****

I, Timothy Hino, Business Manager of Placentia Library District, hereby certify that the Agenda for the November 20, 2017 Work Session of the Library Board of Trustees of the Placentia Library District was posted on November 16, 2017.



Timothy Hino, Business Manager

THE LEGACY FUNDRAISER PROJECT



Tuesday, September 12, 2017

KEY STAKE HOLDERS

- **Create a fundraiser benefiting the Placentia community**
- **Strengthen community-wide partnerships**
- **Create a living history**
- **A cost effective manner to fundraise**
- **Fundraiser can be administered on-line, by check or hardcopy order form**

TIME LINE-APPROVALS

- **PCF initiates project-COMPLETED 2/17**

- **Meeting with Stakeholders-Introduce fundraiser**
 - **Present to City Administrator- COMPLETED 7/17**
 - **Present to Mayor-7/17 COMPLETED 8/17**
 - **Meet with The Placentia Library District Trustees-9/17**
 - **Meet with the Friends of the Library Foundation-TBD**

- **Secure all stakeholders approvals-TBD**
- **Sign agreement with Polar Engraving-TBD**
- **Create website and marketing flyer-TBD**
- **Roll out project to public-2018**

COMMUNITY PARTNERSHIPS

- **Placentia Community Foundation (PCF) will take the lead on the project**
- **Placentia Library as a community partner and as part stakeholder to the civic center property**
 - **Establish a fundraising entity/committee**
 - **Work the fundraiser equally and in unity**
 - **Develop a plan for net proceed disbursement**
- **Help to support community programs and events via PCF grants**
- **Effectively manage brick installs with an install schedule twice annually**
- **Develop a program that denotes a community legacy for residents and businesses in the city**

LEGACY BRICKS LOCATION

- **At the Placentia Civic Center**
- **Install will be systematically done by Public Works**
 - **Will oversee overall annual maintenance**
 - **Approximately 3600 spaces available**
- **Scheduled install**
 - **Twice annually–Spring & Late Fall**

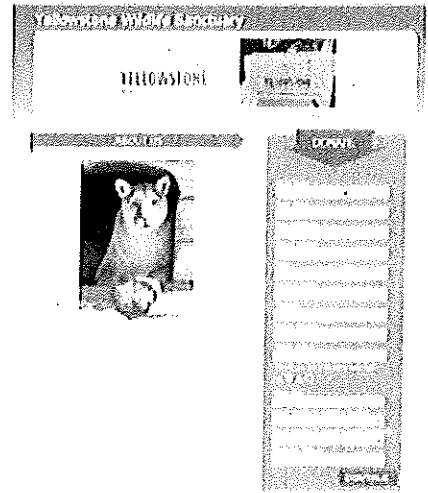


PROMOTION & MARKETING STRATEGY

- **Reach out to all community organizations**
- **Social Media**
 - Placentia Buzz
 - Partnering organizations' websites
 - Facebook
 - Instagram
- **Multi-media**
 - Announcement by City Council
 - Press Release for publication outlets
 - Placentia TV
 - Quarterly publications, i.e., Placentia Palms
 - Local news outlets
- **Legacy Project Brochure**
 - Organizations and local businesses will have copies at their locations
 - At each City event, the brochures will be available at the Community Services table

HOW TO APPROACH POTENTIAL DONORS?

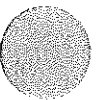
- Take advantage of Polar Engravings FREE donor website and brochure design



POLAR ENGRAVING
LASER TECHNOLOGY

PHYSICAL DESCRIPTION OF THE BRICKS

- **Easy installation**
- **Comes in standard U.S. sizes**
- **Composed of gray concrete**
- **Offered sizes for the civic center**
 - **4X8**
 - **8X8**
 - **or customized option to retrofit already installed bricks**



POTENTIAL FUNDRAISER

100 4x8 Bricks sold @ \$150 each= \$15,000

Cost is \$17.50 x 100 = \$1,750

Install cost is \$100 per 10 bricks= \$1,000

Possible net proceeds = \$12,250

100 8x8 Bricks sold @ \$250 each= \$25,000

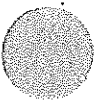
Cost is \$25.50 x 100 = \$2,550

Install cost is \$100 per 10 bricks= \$1,000

Possible net proceeds = \$21,450

Add logo: \$6 for 4X8 Brick

Add logo: \$30 for 8X8 Brick



BRICK FUNDRAISER PRICING

Brick Sizes	Engraving	All Inclusive Price
4" x 8" x 2" ¼ Clay or Concrete	with 1-3 lines of engraving, up to 20 spaces	\$17.50
8" x 8" x 2" ¼ Clay or	With 1-6 lines of engraving, up to 20 spaces	\$25.50
Clip Art, Symbols, Logos, & Emblems	Per: any clip art, symbol, logo or emblem of your choice.	\$6.00

- PRICING INCLUDES: BRICK, TEXT ENGRAVING, BLACK COLORING AND SHIPPING WITHIN CONTINENTAL U.S.
- TO QUALIFY FOR BRICK FUNDRAISER PRICING YOU MUST ORDER A MINIMUM OF 5 BRICKS PER SIZE

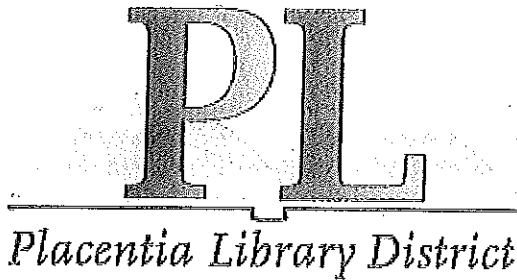
MANNINGTON ELKS
JUSTICE--BROTHERLY LOVE



FIDELITY--CHARITY

BUFFALO HIGH SCHOOL
CLASS OF
2013
WWW.POLARENGRAVING.COM





AGENDA

PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES REGULAR DATE MEETING

November 20, 2017

6:30 p.m.








Community Meeting Room

Mission Statement:

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The Centennial Vision Statement:

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PLEDGE OF ALLEGIANCE Library Board President

CALL TO ORDER

1. Call to Order Library Board President
2. Roll Call Recorder
3. Adoption of Agenda

This is the opportunity for Board members to delete items from the Agenda, to continue items, to re-order items, and to make additions pursuant to Government Code Section 54954.2(b).

Presentation: Library Director

Recommendation: Adopt by Motion

4. Oral Communications

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TRUSTEE & ORGANIZATIONAL REPORTS

5. Board President Report - oral

The President makes announcements of general interest to the community and the Library Board of Trustees as well as conducting any ceremonial matters.

6. Trustee Reports

The Trustees make announcements of general interest to the community and the Library Board of Trustees, and report on meetings attended on behalf of the Board of Trustees.

7. Library Director Report

8. Placentia Library Friends Foundation Board of Director's Report

CONSENT CALENDAR (Items 9 -- 22)

Presentation: Library Director

Recommendation: Approve by Motion

Items 9 -- 22 may be considered together as one motion to approve the Consent Calendar. Items may be removed for individual consideration before the Consent Calendar is adopted. Items removed must then each have a separate motion.

MINUTES (Item 9)

9. Minutes of the October 16, 2017 Library Board of Trustees Meeting. (Receive & File and Approve)

CASH FLOW ANALYSIS (Items 10 -- 11)

10. Check Register for October 2017. (Receive & File and Approve)

11. FY2017-2018 Cash Flow Analysis through August 2017; the Schedule of Anticipated Property Tax Revenues for FY2017-2018 as provided by the Orange County Auditor. (Receive & File).

TREASURER'S REPORTS (Items 12 -- 15)

12. Financial Reports for October 2017 for Placentia Library District Accounts on Deposit with the Orange County Treasurer. (Receive & File)

13. Balance Sheet for October 2017. (Receive & File)

14. Acquisitions Report for October 2017. (Receive & File)

15. Entrepreneurial Activities Report for October 2017. (Receive & File)

GENERAL CONSENT REPORTS (Items 16 -- 18)

16. Personnel Report for October 2017. (Receive, File, and Ratify Appointments)

17. Circulation Report for October 2017. (Receive & File)

18. Review of Shared Maintenance Costs with the City of Placentia under the JPA. (Receive & File)

STAFF REPORTS (Items 19 – 22)

19. Administration Report for October 2017.
20. Children's Services Report for October 2017.
21. Adult Services Report for October 2017.
22. Placentia Library Web Site & Technology Report for October 2017.

PRESENTATION

23. President Carline will present the Employee of the Year Award to Michelle Meades, History Room Librarian.

NEW BUSINESS

24. Review Bush & Associates' proposal for surveying services of the Civic Center Plaza and approve proposal as presented.
25. Johnson Controls, Inc. will present an updated business case on the energy efficiency program.
26. Library Director will present information on the Packing House District project.

ADJOURNMENT

27. Agenda Preparation for the December Date Meeting which will be held on December 18, 2017 unless re-scheduled by the Library Board of Trustees.
28. Review of Action Items.
No action or discussion shall be taken on any item not appearing on the posted Agenda, unless authorized by law.
29. Adjourn

*****CERTIFICATION OF POSTING*****

I, Timothy Hino, Business Manager, of the Placentia Library District, hereby certify that the Agenda for the November 20, 2017 Regular Date Meeting of the Library Board of Trustees of the Placentia Library District was posted on November 16, 2017.



Timothy Hino, Business Manager

PL

Placentia Library District

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MINUTES
LEGACY WORK SESSION OF THE BOARD OF TRUSTEES
OCTOBER 16, 2017

- CALL TO ORDER** President Carline called the Work Session Meeting of the Placentia Library District (PLD) Board of Trustees to order on October 16, 2017 at 4:40 P.M.
- ROLL CALL**
- Members Present:** President Gayle Carline, Secretary Jo-Anne Martin, Trustee Richard DeVecchio, Trustee Elizabeth Minter, Trustee Al Shkoler
- Members Absent:** None
- Staff Present:** Library Director Jeanette Contreras
- Placentia Library Friends Foundation Present:** Ginny Sanatar, Ashley Nick
- ADOPTION OF AGENDA** It was moved by Secretary Martin and seconded by Trustee DeVecchio to adopt the agenda as presented. (Item 3)
- AYES:** Carline, Martin, DeVecchio, Minter, Shkoler
- NOES:** None
- ORAL COMMUNICATION** None
- DISCUSSION** Library Director Contreras provided a summary of the proposed Legacy Fundraiser Project, as presented by Ms. Vivian Perez, President of the Placentia Community Foundation at the September 18, 2017 Library Board of Trustees meeting. No actions to report.
- ADJOURNMENT** The Work Session Meeting of the Board of Trustees of the Placentia Library District on October 16, 2017 adjourned at 5:16 P.M.

Gayle Carline
President
Library Board of Trustees

Jo-Anne Martin
Secretary
Library Board of Trustees

PLACENTIA LIBRARY DISTRICT
REGULAR DATE MEETING OF THE BOARD OF TRUSTEES
October 16, 2017

CALL TO ORDER

President Carline called the Unusual Date Meeting of the Placentia Library District (PLD) Board of Trustees to order on October 16, 2017 at 6:31pm.

Members Present: President Gayle Carline, Secretary Jo-Anne Martin, Trustee DeVecchio, Trustee Elizabeth Minter, Trustee Al Shkoler

Members Absent: None

Staff Present: Jeanette Contreras, Library Director; Yesenia Baltierra, Public Services Manager; Tim Hino, Business Manager; Diane Warner, Administrative Assistant

ADOPTION OF AGENDA

It was moved by Secretary Martin and seconded by Trustee Shkoler to adopt the Agenda (Item 3).

AYES: Carline, Martin, DeVecchio, Minter, Shkoler

NOES: None

ABSENT: None

ORAL COMMUNICATION

None

**TRUSTEE &
ORGANIZATIONAL
REPORTS**

President Carline attended the California Special District Association annual conference, the Placentia Library Friends Foundation board meeting, participated in the Heritage Festival, and met with Ms. Susan Smith, Vice-President of Philanthropy from St. Jude's Medical Center. (Item 5)

Secretary Martin attended the California Special District Association annual conference, participated in the Heritage Parade, and met with Ms. Susan Smith, Vice-President of Philanthropy from St. Jude's Medical Center. (Item 6)

Trustee Shkoler attended the California Special District Association annual conference and participated in the Heritage Parade. (Item 6)

**LIBRARY DIRECTOR
REPORT**

Library Director Contreras attended the California Special District Association annual conference, participated in the Heritage Parade, and met with Ms. Susan Smith, Vice-President of Philanthropy from St. Jude's Medical Center, and attended the Placentia Library Friends Foundation board meeting. She is currently working on the Technology Manager recruitment, fulfilling multiple commitments for the California Library Association (CLA), and preparing for her presentations at the CLA annual conference in Riverside. (Item 7)

**FRIENDS FOUNDATION
REPORT**

Ginny Sanatar of the Placentia Library Friends reported that they have two new potential board members and that they are working on promotion for the Author's Luncheon. (Item 8)

CONSENT CALENDAR

It was moved by Trustee Shkoler and seconded by Trustee DeVecchio to approve Agenda Items 9-22. A roll call vote was taken:

AYES: Carline, Martin, DeVecchio, Minter, Shkoler
NOES: None
ABSTAIN: None

**MINUTES for June 28 and
September 18, 2017
BOARD MEETINGS**

Minutes for the June 28 and September 18, 2017 Board of Trustees Meetings were received, approved and filed. (Item 9)

**CASH FLOW ANALYSIS
and
TREASURER'S REPORTS**

Check Registers for September 2017 – received and filed (Item 10)
Fund 707 Balance Report for September 2017 – received and filed (Item 11)

Financial Reports through September 2017 for Placentia Library District Accounts on Deposit with the Orange County Treasurer and Placentia Library District General Ledger: Summary of Cash and Investments. (Item 12)

Balance Sheets for September 2017 – received and filed. (Item 13)
Acquisitions Report for September 2017 – received and filed. (Item 14)
Entrepreneurial Activities Report for September 2017 – received and filed. (Item 15)

Moved by Trustee Shkoler and seconded by Trustee DeVecchio to receive, file and approve the Cash Flow Analysis and Financial Reports for Check Registers/Vendor Payments, Fund 707, Payroll, Balance Sheets, Acquisitions and Entrepreneurial Activities. A roll call vote was taken:

AYES: Carline, Martin, DeVecchio, Minter Shkoler
NOES: None
ABSENT: None

**GENERAL CONSENT
REPORTS**

Personnel Report for September 2017 – received and filed. (Item 16)
Circulation Report for September 2017 – received and filed. (Item 17)
Review of Shared Maintenance Costs with the City of Placentia – received and filed. (Item 18)

STAFF REPORTS

Administration Report for September 2017 (Item 19)
Children's Services Report for September 2017 (Item 20)
Adult Services Report for September 2017 (Item 21)
Placentia Library Website Technology Report for September 2017 (Item 22)

CLOSED SESSION

President Carline reported that the Library Board of Trustees approved a 6% salary increase and 2% COLA for the Library Director. (Item 23)

Adopt Resolution 17-05

Moved by Trustee Shkoler motioned and seconded by Secretary Martin to adopt Resolution 17-05: A Resolution of the Library of Trustees of the Placentia Library District of Orange County, Authorizing the Deposit and Investment of Excess Funds with the Treasurer-Tax Collector of the County of Orange County, California. (Item 24)

AYES: Carline, Martin, DeVecchio, Minter Shkoler
NOES: None
ABSENT: None

**TRAVEL AUTHORIZATION:
PUBLIC LIBRARY
ASSOCIATION
CONFERENCE ON MARCH
20-24, 2018**

Moved by Secretary Martin and seconded by Trustee Minter to approve travel authorization for President Carline, Secretary Martin, Trustee Minter, Trustee Shkoler and Library Director Contreras, to attend the Public Library Association Conference in Philadelphia, Pennsylvania with legislative visits in Washington, D.C., contingent upon availability of legislators. Approved by a roll call vote. (Item 25)

AYES: Carline, Martin, DeVecchio, Minter Shkoler
NOES: None
ABSENT: None

**COUNTYWIDE
REDEVELOPMENT
AGENCY OVERSIGHT
BOARD NOMINATION**

The Library Board of Trustees decided not to have District representation on the countywide Redevelopment Agency Oversight Board. (Item 26)

AGENDA PREPARATION

Trustee Minter requested information on the Packing House District project and a work session with the Placentia Library Friends Foundation to discuss fundraising strategies for the Centennial Renovation project. (Item 27)

ADJOURNMENT

The Board of Trustees Unusual Date Meeting of October 16, 2017 was adjourned at 7:02pm. (Item 29)

The next Library Board of Trustees meeting will be held on the unusual date of Monday, November 20, 2017 at 6:30pm. A Budget Work Session will be held prior to this board meeting at 5:30pm.

Gayle Carline, President
Library Board of Trustees

Jo-Anne W. Martin, Secretary
Library Board of Trustees

Placentia Library District
 Check Register
 October 2017

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	10/02/2017	9355	Baker & Taylor	Books	-391.22
Bill Pmt -Check	10/02/2017	9356	Best Best & Krieger	Service for August 2017	-171.00
Bill Pmt -Check	10/02/2017	9357	Diane R. Warner	Reimbursements	-23.30
Bill Pmt -Check	10/02/2017	9358	Kristen Jarvis	Refund for Items paid and returned	-70.97
Bill Pmt -Check	10/02/2017	9359	SDRMA	Ancillary Coverage for Oct 2017	-2,194.39
Bill Pmt -Check	10/02/2017	9360	Staples Advantage	Office Supplies	-1,332.83
Bill Pmt -Check	10/02/2017	9361	Unique Management Services, Inc.	Collection for August 2017	-89.50
Bill Pmt -Check	10/02/2017	9362	Tim Worden	Reimbursement	-9.31
Check	10/02/2017	9363	Placentia Library District	For Payroll 10-4-17	-50,000.00
Bill Pmt -Check	10/09/2017	9364	Baker & Taylor	Books	-46.22
Bill Pmt -Check	10/09/2017	9365	BankCard Center-Bank of the West	For 8/29/17 to 9/28/17	-6,609.64
Bill Pmt -Check	10/09/2017	9366	Bear State	Service Call	-310.00
Bill Pmt -Check	10/09/2017	9367	City of Placentia	Service from 7/31-8/29/17	-10,011.02
Bill Pmt -Check	10/09/2017	9368	Davis Farr LLP	Accounting Assistance for August	-352.00
Bill Pmt -Check	10/09/2017	9369	Eartel	Service Call to set up phones	-300.00
Bill Pmt -Check	10/09/2017	9370	Identifinders International	Forensic Genealogy Lecture	-300.00
Bill Pmt -Check	10/09/2017	9371	Jaime Cornejo	Reimbursement	-98.60
Bill Pmt -Check	10/09/2017	9372	Jeanette Contreras	Reimbursements	-245.74
Bill Pmt -Check	10/09/2017	9373	Jo Anne Martin	Reimbursement	-465.92
Bill Pmt -Check	10/09/2017	9374	Legacy Integrative Solutions	Printing Supplies	-910.66
Bill Pmt -Check	10/09/2017	9375	Master Janitorial Services	For Oct 2017 Service	-3,100.00
Bill Pmt -Check	10/09/2017	9376	Pacific Carpet and Tile Cleaning	Carpet cleaning for meeting room	-200.00
Pmt -Check	10/09/2017	9377	Pitney Bowes	VOID: Postage	0.00
Bill Pmt -Check	10/09/2017	9378	Placita Santa Fe Merchants Association	Booth Fee for 12/6/17 Tamale Festival	-125.00
Bill Pmt -Check	10/09/2017	9379	Public Agency Reirement Services	For Check date 10/4/17	-1,826.71
Bill Pmt -Check	10/09/2017	9380	SCLLN	Library Literacy Network Membership	-150.00
Bill Pmt -Check	10/09/2017	9381	SDRMA	Medical Benefits for Month of November 2017	-20,272.00
Bill Pmt -Check	10/09/2017	9382	Sherif Zaki	Tai Chi Classes Sept 19-Oct 24, 2017	-270.00
Bill Pmt -Check	10/09/2017	9383	The Computer Tutor	Excel 2 part Series, Computer workshop	-195.00
Bill Pmt -Check	10/09/2017	9384	Wendy Townsend	Reimbursements	-122.41
Bill Pmt -Check	10/12/2017	9385	Train Party Express	Heritage Parade on 10/14/17	-325.00
Bill Pmt -Check	10/16/2017	9386	Baker & Taylor	Books	-13,885.56
Bill Pmt -Check	10/16/2017	9387	Board of Equalization	Sales Tax	-190.00
Bill Pmt -Check	10/16/2017	9388	Click Consulting	Monthly Service	-4,000.00
Bill Pmt -Check	10/16/2017	9389	Golden State Water Company	For Sept 2017	-1,016.76
Bill Pmt -Check	10/16/2017	9390	Jump O' Rama Inflatables	VOID: Slide of 10/29/17 Staff Appreciation	0.00
Bill Pmt -Check	10/16/2017	9391	Midwest Tape	DVDs	-283.27
Bill Pmt -Check	10/16/2017	9392	Minuteman Press	Follis' Business Cards	-70.04
Bill Pmt -Check	10/16/2017	9393	O.C. Plumbing	Service Call	-405.47
Bill Pmt -Check	10/16/2017	9394	Orange County Treasurer-Tax Collector	Parcel No. 340-312-02	-4,196.83
Bill Pmt -Check	10/16/2017	9395	Placentia-Yorba Linda Unified School Dist	Print Job	-413.83
Bill Pmt -Check	10/16/2017	9396	Republic Services	Service for 9/1-9/30	-137.13
Bill Pmt -Check	10/16/2017	9397	Rowman & Littlefield Publishing Group Inc	Books	-95.34
Bill Pmt -Check	10/16/2017	9398	Staples Advantage	Supplies	-132.48

Placentia Library District
 Check Register
 October 2017

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	10/16/2017	9399	State of CA - Department of Justice	Fingerprints	-32.00
Bill Pmt -Check	10/16/2017	9400	Time Warner Cable	Monthly Service	-644.83
Bill Pmt -Check	10/16/2017	9401	Tumbleweed Press, Inc.	Subscription for 10/9/17 to 10/9/18	-599.00
Bill Pmt -Check	10/16/2017	9402	Tyco Integrated Security LLC	For Service from 11/1/17-1/31/18	-2,819.44
Bill Pmt -Check	10/16/2017	9403	Unique Management Services, Inc.	Collections for September	-116.35
Bill Pmt -Check	10/17/2017	9404	Diane R. Warner	Reimbursement	-36.31
Check	10/17/2017	9405	Placentia Library District	Pri 10/18/17	-50,000.00
Check	10/18/2017	10356	Rowshon Akhtar	For Payroll 9/29-10/12/17	-257.84
Bill Pmt -Check	10/20/2017	9406	Placentia Library Foundation	Reimbursement	-205.75
Bill Pmt -Check	10/20/2017	9407	SirsiDynix	Bibliotheca 9/1/17 to 8/31/18	-7,044.09
Bill Pmt -Check	10/20/2017	9408	Woodruff, Spradlin & Smart	Attorney Fees	-565.50
Bill Pmt -Check	10/20/2017	9409	White Nelson Diehl Evans LLP	Second interim billing for audit FY16/17	-3,000.00
Bill Pmt -Check	10/25/2017	9410	Brea Trophy and Engraving	Badge and Desk Plate	-47.41
Bill Pmt -Check	10/25/2017	9411	Placentia Chamber of Commerce	Fire Police Recognition Breakfast	-120.00
Bill Pmt -Check	10/30/2017	9412	AT&T	Monthly Service	-404.28
Bill Pmt -Check	10/30/2017	9413	Baker & Taylor	Books	-1,237.42
Bill Pmt -Check	10/30/2017	9414	Cintas	Supplies	-1,350.42
Bill Pmt -Check	10/30/2017	9415	Davis Farr LLP	Service for Sept	-88.00
Bill Pmt -Check	10/30/2017	9416	Glasby Maintenance Supply	Supplies	-298.08
Bill Pmt -Check	10/30/2017	9417	Midwest Tape	DVDs	-722.08
Bill Pmt -Check	10/30/2017	9418	Pitney Bowes Purchase Power	Postage for Sept	-1,020.99
Bill Pmt -Check	10/30/2017	9419	SDRMA	Ancillary Coverage for Nov 2017	-2,078.88
Bill Pmt -Check	10/30/2017	9420	SoCalGas	Service for 9/14-10/13/17	-49.84
Bill Pmt -Check	10/30/2017	9421	Staples Advantage	Supplies	-538.94
Bill Pmt -Check	10/30/2017	9422	Wendy Townsend	Reimbursement	-100.00
Check	10/30/2017	9423	Placentia Library District	Payroll 11/1/17	-50,000.00
					<u>-248,722.60</u>

PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Jeanette Contreras, Library Director

FROM: Timothy Hino, Business Manager

SUBJECT: Fund Balance Report through October 2017 for Placentia Library District Fund 707 with Orange County Treasurer

DATE: November 20, 2017

Fiscal Year 2017-2018	
07/31/17	2,491,457.82
8/31/2017	2,493,625.46
9/30/2017	2,495,857.28
10/31/17	2,498,084.78
11/30/2017	0.00
12/31/2017	0.00
01/31/18	0.00
2/28/2018	0.00
3/31/2018	0.00
04/30/18	0.00
5/31/2018	0.00
6/30/2018	0.00

Fiscal Year 2016-2017	
07/31/16	2,471,328.58
8/31/2016	2,472,833.87
9/30/2016	2,474,399.04
10/31/16	2,475,950.51
11/30/2016	2,477,456.70
12/31/2016	2,478,922.76
01/31/17	2,527,382.64
2/28/2017	2,529,054.47
3/31/2017	2,530,750.86
04/30/17	2,532,566.89
5/31/2017	2,487,334.78
6/30/2017	2,490,275.83



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PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees

FROM: Jeanette Contreras, Library Director

SUBJECT: Financial Reports through October 2017 for the Placentia Library District Accounts on Deposit with the Orange County Treasurer and the Placentia Library District General Ledger

DATE: November 20, 2017

Summary of Cash and Investments as of October 31, 2017

Cash with Orange County Treasurer Fund 707	2,498,084.78
<i>(Impact Fees with County - Restricted)</i>	620,037.82
General Fund Checking – Bank of the West	360,076.13
General Fund Savings – Bank of the West	413,023.85
Payroll Checking – Wells Fargo Bank	95,840.85
Total Cash and Investments	3,367,025.61

I hereby certify that the investments are in compliance with Placentia Library District Policy 3035 – Investment of District Funds, as adopted by the Library Board of Trustees, and California Government Code Section 53646(b)(1); and that Placentia Library District has the ability to meet its budgeted expenditures for the next six(6) months.



Jeanette Contreras
Library Director



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PLACENTIA L^{IBRARY} DISTRICT
 YTD REVENUE REPORT
 October 31, 2017

Acct #	DESCRIPTION	BUDGET	YTD ACTUAL	BALANCE	PERCENT % RECEIVED
PROPERTY TAX REVENUE					
4010	Property Taxes - Current Secured	2,122,628	9,133	(2,113,495.27)	0.4%
4020	Property Taxes - Current Unsecured	59,937	51,900	(8,036.56)	86.6%
4030	Property Taxes - Prior Secured	0	-	0.00	0.0%
4040	Property Taxes - Prior Unsecured	0	-	0.00	0.0%
4090	Taxes - Spec Dist Augmentation	9,036	-	(9,036.00)	0.0%
4050	Property Taxes - Curr Supplemental	68,361	17,668	(50,692.58)	25.8%
4060	Property Taxes - Prior Supplemental	17,186	15,275	(1,911.46)	100%
4070	Interest on Unsupport Tax	0	-	0.00	200%
4080	Penalties & Costs on Delinq Taxes	1,055	380	(675.03)	36.0%
4190	State - Homeowners Property Tax Relief	48,482	-	(48,482.00)	
	Sub Total	2,326,685	94,356	(2,232,328.90)	4.1%
INTEREST REVENUE					
4600	Interest	8,500	8,843	343.41	104.0%
	Sub Total	8,500	8,843	343.41	104.0%
GRANT REVENUE					
4210	State Grants	30,000	18,000	(12,000.00)	60.0%
	Sub Total	30,000	18,000	(12,000.00)	60.0%
MISCELLANEOUS REVENUES					
4420	Newsletter Ads	700	1,750	1,050.00	250.0%
4410	PLFF Grants	51,000	16,403	(34,597.50)	32.2%
4430	Other Revenue	0	3,605	3,605.00	0.0%
4310	Fines & Fees	0	6,397	6,397.38	0.0%
4330, 4320	Passport/Photos	180,000	66,612	(113,388.00)	37.0%
4340	Meeting Room Fees	4,000	900	(3,100.00)	22.5%
4350	Test Proctor	7,000	3,250	(3,750.00)	46.4%
	Sub Total	242,700	98,917	(143,783.12)	40.8%
4500	Impact Fees	10,000	-	(10,000.00)	0.0%
TOTAL REVENUES YTD FOR FY 17/18:		2,617,885	220,116	(2,397,769)	8.4%

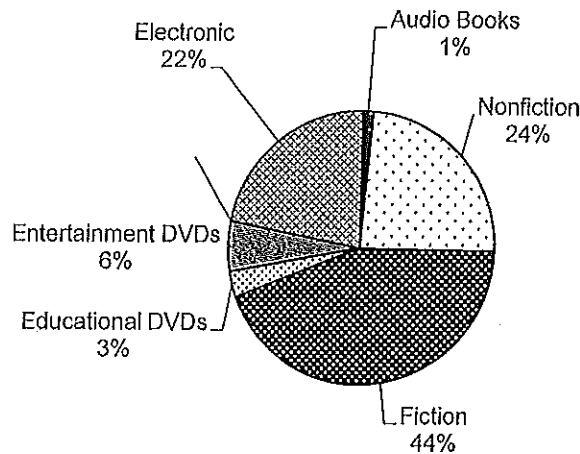
PLACENTIA LIBRARY DISTRICT
EXPENDITURES REPORT
October 31, 2017
33.33% of year completed

ACCOUNT	DESCRIPTION	APPROPRIATIONS	EXPENDED	CURRENT	REMAINDER
SALARIES & EMPLOYEE BENEFITS					
5010, 5020	Salaries & Wages	1,456,945	447,507	0.31	\$1,009,438
5030	Retirement	54,605	11,911	0.22	\$42,694
5040	Unemployment Insurance			0.00	
5050	Health Insurance	266,516	77,439	0.29	\$189,077
5064	Dental Insurance	17,240	4,462	0.26	\$12,778
5060	Life Insurance	8,370	1,520	0.18	\$6,850
5066	AD & D Insurance	5,453	1,447	0.27	\$4,006
5068	Vision Insurance	3,341	878	0.26	\$2,463
5090	Employee Assistance Program	823		0.00	\$823
5070	Workers' Compensation Insurance	13,952	1,572	0.11	\$12,380
	TOTAL	\$1,827,245	\$546,738	0.30	\$1,280,508
SERVICES & SUPPLIES					
5100	Communications	35,000	4,291	0.12	\$30,709
5150	Household Expenses	22,000	6,306	0.29	\$15,694
5099	Library Insurance	15,000	4,930	0.33	\$10,070
5205	Maintenance Expense	30,000	8,800	0.29	\$21,200
5220-5280, 5160, 5180	Maintenance, Buildings & Improvements	106,000	23,186	0.22	\$82,814
5290	Memberships	10,000	3,186	0.32	\$6,814
5295	Miscellaneous Expense	1,000		0.00	\$1,000
5300, 5310, 5350	Office Expenses & Postage	55,000	21,218	0.39	\$33,782
5400	Prof./Specialized Services	122,450	50,164	0.41	\$72,286
5495, 5900, 5910	Programs	41,000	15,108	0.37	\$25,892
5500	Books/Library Materials	255,689	26,559	0.10	\$229
5600	Meetings	25,000	4,521	0.18	\$20
5700	Mileage/Parking	4,500	226	0.05	\$4,274
5800	Utilities	88,000	29,324	0.33	\$58,676
	TOTAL	\$810,639	\$197,818	0.24	\$612,821
	OPERATING EXPENSES	\$2,637,884	\$744,555	0.28	\$1,893,329
FIXED ASSETS & TAXES					
1310	Building & Improvements	\$10,000		0.00	\$10,000
4200	Equipment & Furniture	10,000		0.00	\$10,000
6100	Taxes and Assessments	\$10,000	8,583.66	0.86	\$1,416
	TOTAL	\$30,000	8,583.66	0.29	\$21,416
TOTAL BUDGET		\$2,667,884	\$753,139	0.28	\$1,914,745

Placentia Library District

ACQUISITIONS REPORT FOR FISCAL YEAR 2016-2017 THROUGH THE MONTH OF OCT. 2017

	YTD 2017/18	YTD 2017/18	YTD 2017/18	YTD 2016/17	YTD 2016/17	YTD 2016/17
	Amount	Titles	Volumes	Amount	Titles	Volumes
Total Fiction	\$17,493	672	799	\$30,139	1231	1302
Total Non-Fiction	\$9,549	364	595	\$14,428	802	1175
Total Electronic	\$8,758	1	0	\$14,452	7	0
Total Audio Books	\$500	235	237	\$3,971	89	89
Total Educational DVDs	\$1,196	28	28	\$1,286	40	41
Total Entertainment DVDs	\$2,359	52	87	\$3,771	85	132
YTD TOTAL MATERIALS	\$39,855	1352	1746	\$68,047	2254	2739
Budget	\$255,700			\$249,174		
% Spent YTD	16%			27%		



The spent amounts on this report reflect items and invoices received through the end of the month. Budget amounts are regular budget dollars. Spent amounts include regular budgeted dollars as well as adopt-a-book and grant dollars. Invoices paid during the month are shown on the Financial Report rather than the Acquisitions report.

ACQUISITIONS REPORT FOR FISCAL YEAR 2017-2018 THROUGH THE MONTH OF OCTOBER 2017
 Prepared by Katie Matas, Supervising Librarian Support Services

Adult Fiction	GENERAL FUND			ADOPT-A-BOOK/GRANT			TOTAL PURCHASED			DONATED			TOTAL ITEMS		
	Amount	Titles	Volumes	Amount	Titles	Volumes	Amount	Titles	Volumes	Value	Titles	Volumes	Amount	Titles	Volumes
Total Adult Fiction	\$17,259	663	789	\$0	0	0	\$17,259	663	789	\$0	0	0	\$17,259	663	789
Adult Non-Fiction	\$7,610	321	323	\$0	0	0	\$7,610	321	323	\$0	0	0	\$7,610	321	323
Adult Reference	\$264	5	5	\$0	0	0	\$264	5	5	\$0	0	0	\$264	5	5
Adult magazines	\$624	1	225	\$0	0	0	\$624	1	225	\$0	0	0	\$624	1	225
TOTAL ADULT PRINT MATERIALS	\$8,498	327	553	\$0	0	0	\$8,498	327	553	\$0	0	0	\$8,498	327	553
Adult Music CDs	\$25,757	990	1342	\$0	0	0	\$25,757	990	1342	\$0	0	0	\$25,757	990	1342
Adult Audio Books	\$0	0	0	\$0	0	0	\$0	0	0	\$0	0	0	\$0	0	0
Adult E-books	\$500	235	237	\$0	0	0	\$500	235	237	\$0	0	0	\$500	235	237
Adult Educational DVDs	\$0	0	0	\$0	0	0	\$0	0	0	\$0	0	0	\$0	0	0
Adult Entertainment DVDs	\$1,196	28	28	\$0	0	0	\$1,196	28	28	\$0	0	0	\$1,196	28	28
TOTAL ADULT NON-PRINT MATERIALS	\$2,359	52	87	\$0	0	0	\$2,359	52	87	\$0	0	0	\$2,359	52	87
TOTAL ADULT MATERIALS	\$4,055	315	352	\$0	0	0	\$4,055	315	352	\$0	0	0	\$4,055	315	352
Juvenile Fiction	\$29,812	1,305	1,694	\$0	0	0	\$29,812	1,305	1,694	\$0	0	0	\$29,812	1,305	1,694
Young Adult Fiction	\$176	2	2	\$0	0	0	\$176	2	2	\$373	40	40	\$549	42	42
	\$58	7	8	\$0	0	0	\$58	7	8	\$0	0	0	\$58	7	8
	\$234	9	10	\$0	0	0	\$234	9	10	\$373	40	40	\$607	49	50
Juvenile Non-Fiction	\$727	25	25	\$0	0	0	\$727	25	25	\$104	7	7	\$831	32	32
Young Adult Non-Fiction	\$324	12	12	\$0	0	0	\$324	12	12	\$0	0	0	\$324	12	12
Juvenile Reference	\$0	0	0	\$0	0	0	\$0	0	0	\$0	0	0	\$0	0	0
Young Adult Reference	\$0	0	0	\$0	0	0	\$0	0	0	\$0	0	0	\$0	0	0
Juvenile Magazines	\$0	0	5	\$0	0	0	\$0	0	5	\$0	0	0	\$0	0	5
TOTAL JUVENILE NON-FICTION	\$1,051	37	42	\$0	0	0	\$1,051	37	42	\$104	7	7	\$1,155	44	49
TOTAL JUVENILE PRINT MATERIALS	\$1,285	46	52	\$0	0	0	\$1,285	46	52	\$477	47	47	\$1,762	93	99
Juvenile Music CDs	\$0	0	0	\$0	0	0	\$0	0	0	\$0	0	0	\$0	0	0
Juvenile Audio Books	\$0	0	0	\$0	0	0	\$0	0	0	\$0	0	0	\$0	0	0
Juvenile E-books	\$0	0	0	\$0	0	0	\$0	0	0	\$0	0	0	\$0	0	0
Young Adult Video Games	\$0	0	0	\$0	0	0	\$0	0	0	\$0	0	0	\$0	0	0
Juvenile Educational DVDs	\$0	0	0	\$0	0	0	\$0	0	0	\$0	0	0	\$0	0	0
Juvenile Entertainment DVDs	\$0	0	0	\$0	0	0	\$0	0	0	\$0	0	0	\$0	0	0
TOTAL JUVENILE NON-PRINT MATERIALS	\$0	0	0	\$0	0	0	\$0	0	0	\$0	0	0	\$0	0	0
TOTAL JUVENILE MATERIALS	\$1,285	46	52	\$0	0	0	\$1,285	46	52	\$477	47	47	\$1,762	93	99
On-line databases	\$8,758	1	0	\$0	0	0	\$8,758	1	0	\$0	0	0	\$8,758	1	0
E-books	\$0	0	0	\$0	0	0	\$0	0	0	\$0	0	0	\$0	0	0
TOTAL ELECTRONIC MATERIALS	\$8,758	1	0	\$0	0	0	\$8,758	1	0	\$0	0	0	\$8,758	1	0
Total Fiction	\$17,453	672	799	\$0	0	0	\$17,453	672	799	\$373	40	40	\$17,866	712	839
Total Non-Fiction	\$8,549	364	595	\$0	0	0	\$8,549	364	595	\$104	7	7	\$9,653	371	602
Total Electronic	\$8,758	1	0	\$0	0	0	\$8,758	1	0	\$0	0	0	\$8,758	1	0
Total Audio Books	\$500	235	237	\$0	0	0	\$500	235	237	\$0	0	0	\$500	235	237
Total Educational DVDs	\$1,196	28	28	\$0	0	0	\$1,196	28	28	\$0	0	0	\$1,196	28	28
Total Entertainment DVDs	\$2,359	52	87	\$0	0	0	\$2,359	52	87	\$0	0	0	\$2,359	52	87
Total Library of Things	\$0	0	0	\$0	0	0	\$0	0	0	\$0	0	0	\$0	0	0
TOTAL MATERIALS	\$39,855	1352	1746	\$0	0	0	\$39,855	1,352	1,746	\$477	47	47	\$40,332	1,399	1,795

PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Jeanette Contreras, Library Director
FROM: Timothy Hino
SUBJECT: Service Revenue Activities Report for October 2017
DATE: November 20, 2017

Net Revenue Summary for October 2017

	Oct-2017	Oct-2016	YTD 2017-2018	YTD 2016-2017
Passport	11,809.00	10,675.00	52,802.00	37,824.00
Passport Photos	3,443.00	2,784.00	13,810.00	9,021.00
Test Proctor	750.00	750.00	3,250.00	2,663.00
Fines & Fees	1,520.78	4,298.74	6,397.38	15,604.65
Meeting Room	105.00	85.00	900.00	1,515.00
Total	17,627.78	18,592.74	77,159.38	66,627.65



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PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Jeanette Contreras, Library Director

FROM: Timothy Hino, Business Manager

SUBJECT: Personnel Report for October 2017

DATE: November 20, 2017

			YTD	YTD
	Oct-17	Oct-16	2017-2018	2016-2017
Separation	0	0	1	1
Retirement	0	0	0	0
Appointments	2	1	4	5
Open Positions	1	2	4	6
Workers' Compensation Leave	0	0	0	0
Total	3	3	9	12

SEPARATION: None

RETIREMENT: None

APPOINTMENTS: Chris Corpus, Technology Manager & Ana Balderas, Library Assistant, part-time

OPEN POSITIONS: Library Assistant, Substitute



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PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Jeanette Contreras, Library Director
FROM: Katie Matas, Supervising Librarian Support Services
SUBJECT: Circulation Activity Report: **October 2017**
DATE: November 20, 2017

CIRCULATION	Oct-17	Oct-16	Y-T-D 2017-18	Y-T-D 2016-17	Y-T-D % change
New Patron Registrations	288	299	1,356	1,333	1.7%
Total Circulation	22,621	24,169	102,052	98,436	3.7%
Total Active Borrowers*	7,883	7,894			
Attendance	26,439	25,646	113,440	102,591	10.6%
Adult Fiction	2,473	2,764	11,317	11,741	-3.6%
Adult Nonfiction	1,973	1,886	8,278	8,180	1.2%
Adult Magazines	179	134	943	583	61.7%
Adult Music CDs	49	183	399	678	-41.2%
Adult Audio Books	530	603	2,140	2,327	-8.0%
Adult DVDs**	2,079	2,052	9,979	8,564	16.5%
JV Fiction	10,051	11,088	45,239	42,794	5.7%
YA Fiction	1,022	1,195	5,583	6,145	-9.1%
JV Nonfiction	2,673	2,318	10,231	9,105	12.4%
YA Nonfiction	99	136	434	503	-13.7%
JV Magazines	5	10	14	51	-72.5%
JV Music CDs	11	23	84	103	-18.4%
JV Audio Books	35	67	149	248	-39.9%
JV DVDs**	1,368	1,615	6,886	5,408	27.3%
Video Games	1368	95	1,642	398	312.6%
Library of Things**	40	NA	68	NA	NA

* YTD % change not applicable.

**Library of Things new collection June 2017

TEST PROCTORING

October 2017	October 2016	Y-T-D 2017-18	Y-T-D 2016-17	Y-T-D % change
15	15	65	59	10%

PATRON COUNT

Oct-17	SUN	MON	TUES	WED	THURS	FRI	SAT	HOUR TOTALS
9:00		361	309	263	358	293	289	1873
10:00		406	312	328	409	259	299	2013
11:00		294	283	242	338	261	315	1733
12:00		239	323	211	235	259	379	1646
1:00	739	270	318	361	247	298	437	2670
2:00	519	420	360	632	324	302	420	2977
3:00	460	847	690	632	555	394	367	3945
4:00	347	701	477	550	522	293	285	3175
5:00		628	565	451	394			2038
6:00		464	450	360	324			1598
7:00		241	215	214	198			868
DAY TOTALS	2065	4871	4302	4244	3904	2359	2791	24536

Oct 2017	Oct 2016	Y-T-D 2016-17	Y-T-D 2015-16	Y-T-D % change
24,536	23,904	105,030	95,559	9%
Outside Gate Counts				
Adult Programs			157	
Children/Teen Programs			1387	
Outreach Events			299	
Meeting Room Rentals			60	
TOTAL			1903	

Hours Open	Average Per Hour
282	87

Library Attendance Total
26,439

PASSPORTS

Oct-17	SUN	MON	TUES	WED	THURS	FRI	SAT	HOUR TOTALS
9:00		1		2	1	3	13	20
10:00		5	6	1	1	2	12	27
11:00		2	4		1	1	13	21
12:00		9	5		1	6	21	42
1:00	26	3	4	4	3	5	22	67
2:00	25	12	7	5	8	5	15	77
3:00	23	10	9	6	5	8	13	74
4:00	14	6	8	11	10	3	8	60
5:00		12	6	9	8			35
6:00		12	20	4	9			45
7:00			6	3	2			11
DAY TOTALS	88	72	75	45	49	33	117	479
		Oct 2017	Oct 2016	Y-T-D 2017-18	Y-T-D 2016-17	Y-T-D % change		
		479	430	2096	1568	25%		

STAFF ACTIVITY

- o Katie, Beatrice, Estella, Tim, Victor, and Laura attended the Support Services Staff meeting on October 17th.
- o Katie attended Friday Huddle on October 6th, 13th, and 20th.
- o Staff provided Setup/Take Down in the Meeting Room: 38 set-ups/ 37 breakdowns
- o Meeting Room rentals patron count: 60
- o Tim designed fliers and publicity materials for library programs including Mysteries of the Cosmos Revealed, Teen Superhero Debate, Computer Workshop, Library of Things, the Cover to Cover Reading Club, and the October calendars and Constant Contact.
- o Katie, Beatrice, Victor, Danny, Estella, and Tim attended the Staff meeting on October 17th.
- o Laura completed a "How to" manual for Pull List
- o Laura trained Victor on processing Virtual Library Cards.
- o Laura attended the Police, Fire and Emergency Services Recognition breakfast October 26th.
- o Katie and Tim continued to prepare the LOTs collection for circulation.
- o Tim updated the Library of Things check-in/check-out procedures.
- o Tim designed a poster and brochure for the C21 program.
- o Katie received and prepared 80 Chinese and Korean books for circulation.
- o Katie attended Anaheim Public Library circulation meeting on October 5th.
- o Katie attended the SLS circulation meeting at Orange Public Library on October 19th.
- o Victor and Danny reorganized the shed on October 31st.

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Placentia Library District

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PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Jeanette Contreras, Library Director
FROM: Timothy Hino, Business Manager
SUBJECT: City of Placentia - Shared Maintenance Costs through October 2017
DATE: November 20, 2017

**CITY OF PLACENTIA
 INVOICES**

PERIOD COVERED FY 2017-2018	INVOICE DATE	SO. CAL EDISON	TURF (Merchants)	GROUNDS (SA Aquatics)	IRRIGATION AT&T	FACILITY MAINT	<u>TOTAL</u>
Jul-17	*	*	*	*	*	0.00	*
Aug-17	08-15-17	16,166.86	*	42.50	19.79	0.00	\$16,229.15
Sep-17	09-20-17	8,558.53	1,452.49	*	*	0.00	\$10,011.02
Oct-17	10-26-17	8,314.14	2,904.98	427.50	10.87	0.00	\$11,657.49
Nov-17							
Dec-17							
Jan-18							
Feb-18							
Mar-18							
Apr-18							
May-18							
Jun-18							
TOTAL		\$33,039.53	4,357.47	470.00	30.66	0.00	\$37,997.66

** City Billing
 Not Received*

PERIOD IN FY 2016-2017	INVOICE DATE	SO. CAL EDISON	TURF	GROUNDS	IRRIGATION CONTROL	FACILITY MAINT	<u>TOTAL</u>
Jul-16	*	*	*	*	*	*	*
Aug-16	*	*	*	*	*	*	*
Sep-16	09-13-16	21,226.41	4,357.47	427.50	19.27	*	26,030.65
Oct-16	*	*	*	*	*	*	*
Nov-16	11-07-16	11,501.61	2,904.98	142.50	*	10,162.28	24,711.37
Dec-16	12-08-16	3,908.38	1,452.49	142.50	4.69	*	5,508.06
Jan-17	01-10-17	3,503.45	1,452.49	142.50	19.73	*	5,118.17
Feb-17	02-27-17	3,468.72	2,904.98	142.50	9.82	7,652.32	14,178.34
Mar-17	03-27-17	3,669.20	1,452.49	142.50	9.83	2,702.34	7,976.36
Apr-17	*	*	*	*	*	---	*
May-17	05-03-17	3,860.73	1,452.49	142.50	9.83	110.87	5,576.42
Jun-17	07-03-17	9088.79	2,904.98	285.00	19.74	---	12,298.51
TOTAL		60,227.29	18,882.37	1,567.50	92.91	20,627.81	101,397.88



Placentia Library District

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PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees

FROM: Jeanette Contreras, Library Director

SUBJECT: Administration Report for October 2017

DATE: November 20, 2017

Accomplishments

- Finalized election marketing materials for the California Library Association.
- Assisting CENIC in planning the conference for 2018.
- Interviewed and filled the position of the Technology Manager.
- Explored banking services with Umpqua banks and the Business Manager.
- Met with Police Chief Lenyi to discuss collaborations that promote literacy and community relations.
- Attended a LAFCO stakeholders meeting on October 19th to discuss and brainstorm regional opportunities and resource sharing.
- Met with Ms. Susan Smith, Vice President of Philanthropy at St. Jude's Medical Center to gather information about fundraising strategies and opportunities for the Centennial Renovation project.
- Participated in the Bouncing Babies Halloween activities.
- Provided orientation and training for new Technology Manager, Christopher Corpus.
- Organized and coordinated the Staff Appreciation Recognition event at Tri-City Park.

Meetings

- Library Board of Trustees – October 16th, 18th
- Placentia Library Friends Foundation (PLFF) – October 9th
- Manager's Meeting – October 19th
- Friday Huddles – October 6th, 13th
- Staff Meetings – October 17th
- Tree Lighting Meeting – October 19th
- CENIC – October 4th
- Senator Josh Newman's Office – October 19th
- G4 Architect – October 24th
- Johnson Controls, Inc. – October 26th
- City of Placentia – October 26th
- H.I.S. House – October 26th

Community Function / Training / Conference

- Heritage Parade & Festival – October 14th
- Fire, Police & Safety Services Recognition – October 26th



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PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees

FROM: Timothy Hino, Business Manager

SUBJECT: Administration Report for October 2017

DATE: November 20, 2017

Accomplishments

- October 2nd, Patriot Environmental Laboratory Services performed asbestos testing on our piping insulation, duct lining and floor tiles. A small percentage of asbestos was found in our floor tiles in the janitor's closet and in the duct lining putty. Asbestos is not airborne, therefore no immediate removal needs to be done. Johnson Controls, will take appropriate procedures when the remodel happens in 2018.
- October 9th, had two candidates for the Technology Manager position be invited back for a third interview.
- October 10th, had a conference call with Umpqa Banking inquiring about securing a loan for the remodel and also inquiring about their services for day to day operations.
- October 10th, had to evacuate the building due to a bomb scare. Nothing was found and no patrons or employees were hurt.
- October 11th, met with AFLAC representative about our benefits.
- October 11th, webinar for a new health wellness program that SDRMA is offering to all employees.
- October 11th, meeting with JCI for an update on the remodel plans.
- October 12th, had fire alarms go off and had to evacuate the building. Firemen did a walkthrough of the building and found no fire or smoke.
- October 16th, had our new Technology Manager fingerprinted and have a pre-physical screening.
- October 18th, met with Jacque Rodgers from Davis Farr LLP for our quarterly review. No issues were found.
- October 18th, PARS started using our forfeiture account to make our contributions.
- October 19th, attended the LAFCO Stakeholders meeting.
- October 19th, performed The Great Shake Out drill.
- October 20th, Eartel, the telephone company, came to fix phones and verify lines for new hires.
- October 23rd-24th, attended the Board Secretary/Clerk Conference.
- October 25th, had an online training for Paychex Preview Payroll.
- October 26th, attended Fire Police Recognition Breakfast.
- October 26th, meeting with JCI for measurements and verification on remodel.
- October 27th, our new Technology Manager and Library Assistant had its first day of work.
- October 30th, meeting with JCI and the City of Placentia on a solution for a sub-metering system.
- October 31st, met with manager at Bank of the West for understanding of our services we currently have and other services that are available.



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PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Jeanette Contreras, Library Director
FROM: Yesenia Baltierra, Public Services Manager
SUBJECT: Children’s Services Report for October 2017
DATE: November 20, 2017

MONTHLY STATISTICS

	October 2017	October 2016	Y-T-D 2017-2018	Y-T-D 2016-2017	Y-T-D % change
Reference—in person	498	736	498	736	-32.34%
Reference--telephone	11	13	103	78	32.05%
Total Reference	509	749	601	814	-26.17%

Children’s Services Programs

Type of Program	Number of	Total	Number of	Total	Total	Total	Total	Total	% Change	% Change
	Programs	Attendance	Programs	Attendance	Programs	Attendance	Programs	Attendance	Programs	Attendance
	October 2017	October 2017	October 2016	October 2016	Y-T-D 2017-18	Y-T-D 2017-18	Y-T-D 2016-17	Y-T-D 2016-17	16/17-17/18 Y-T-D	16/17-17/18 Y-T-D
Storytime	10	459	12	567	41	1675	44	1718	-6.82%	-2.50%
Educational	22	503	23	504	50	1285	52	1305	-3.85%	-1.53%
Reading	2	366	1	51	13	1674	13	1062	0.00%	57.63%
Teen	10	317	4	71	33	669	19	279	73.68%	139.78%
Seasonal	3	507	4	371	3	507	8	1919	-62.50%	-73.58%
Totals	47	2,152	44	1,564	140	5810	136	6283	2.94%	-7.53%

ACHIEVEMENTS

- Lori Worden staffed the Placentia Library booth at the Heritage Festival at Tri City Park on October 14.
- Lori Worden proctored two tests.
- Lori Worden and Yesenia Baltierra attended the Police and First Responders Recognition Breakfast on October 26.
- Lori Worden planned and implemented the Halloween Party and Costume Contest on October 28
- Marianne Follis Homework Club on October 5 and 9.
- Marianne Follis performed Bouncing Babies Storytime on October 5 and 12.
- Marianne Follis assisted Lori Worden with the planning and implementation of the Halloween Party and Costume Contest on October 28.
- Marianne Follis visited Wagner Preschool for a storytime and outreach visit on October 24
- Jennifer Rydberg planned, prepared, and implemented the Candy Corn Contest on October 2 to 31.
- Deanna White planned, prepared and implemented a Halloween Parade for Bouncing Babies Lapsit on Thursday, October 26.
- Yesenia Baltierra participated in interview panel for Santa Ana Public Library on October 11.

MEETINGS

- Lori Worden and Jennifer Rydberg attended the Public Services Meeting on October 23.
- Lori Worden and Marianne attended the All-staff meeting on October 26.
- Marianne Follis met with Yesenia Baltierra on October 10, 16, 25, 30 and 31
- Marianne Follis attended a Public Services Staff Meeting on October 23
- Marianne Follis attended a conference call with the Youth Services Program Coordinator at LAPL on October 23
- Marianne Follis met with Chris Corpus on October 30 to discuss duties and technology needs.
- Marianne Follis and Yesenia Baltierra met with Andrea Norman of the PYLUSD and the rest of the C21 team on October 17.
- Jennifer Rydberg and Lori Worden attended the Children's Department Meeting on October 23.
- Deanna White met with Yesenia Baltierra on October 25.
- Yesenia Baltierra attended the SLS Technology Committee meeting on October 12.

PROFESSIONAL DEVELOPMENT

None

PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Jeanette Contreras, Library Director

FROM: Yesenia Baltierra, Public Services Manager

SUBJECT: Adult Services Report for October 2017

DATE: November 20, 2017

MONTHLY STATISTICS

<u>Reference Desk Activity</u>	October	October	Y-T-D	Y-T-D	Y-T-D
	2017	2016	2017-18	2016-17	% change
Reference -- in person	1,544	1,620	6,461	6,360	1.59%
Reference -- telephone	585	555	3,062	2,338	30.97%
Reference -- email/chat	44	6	83	33	151.52%
Technology assistance	210	296	944	1,136	-16.90%
Test passes	65	67	287	303	-5.28%
Adult and Children's computer use (desktops)	2,245	2,598	9,109	11,439	-20.37%
Adult computer usage (desktop)	1,970	2,329	8,312	9,182	-9.48%
Public computer use (express laptops)	8	10	39	47	-17.02%

<u>History Room Activity</u>	October	October	Y-T-D	Y-T-D	Y-T-D
	2017	2016	FY2017-18	FY2016-17	% change
History Room Visitors	8	7	30	34	-11.76%

<u>Volunteer Hours</u>	October	October	Y-T-D	Y-T-D	Y-T-D
	2017	2016	2017-18	2016-17	% change
History Room	35.5	7.5	185.75	25.5	628.43%
PLFF	457.97	440	2045.21	1919	6.58%
General Library	749.28	453.52	2660.13	2840.02	-6.33%
Technology	5.75	11.75	16.5	161.75	-89.80%
Homework Club	97.75	115	155.5	226.5	-31.35%
Adult Literacy	171.75	168	754.47	603.25	25.07%
PLAC	401	84	598.75	222.75	168.80%
Summer Reading Program	0	0	1365.62	608.25	124.52%
Total Volunteer Hours	1919	1279.77	7781.93	6607.02	17.78%

Adult Services Programs										
Type of Program	Number of Programs October	Attendance October	Number of Programs October	Attendance October	Number of Programs FYTD	Attendance FYTD	Number of Programs FYTD	Attendance FYTD	Number of Programs FYTD % change	Attendance FYTD % change
Date	2017	2017	2016	2016	FY1718	FY1718	FY1617	FY1617		
Book Club	1	3	1	7	4	24	4	44	0.00%	-45.45%
Computer Workshops	3	32	2	20	7	74	9	85	-22.22%	-12.94%
Educational	2	48	2	22	9	2317	9	92	0.00%	2418.48%
Fine Arts	0	0	0	0	6	165	1	123	500.00%	34.15%
Health & Fitness	4	65	4	53	7	175	14	338	-50.00%	-48.22%
History Room Programming	0	0	0	0	3	97	2	91	50.00%	6.59%
Home and Lifestyle	0	0	0	0	3	330	0	0	NA	NA
Literacy	6	63	7	56	21	179	24	185	-12.50%	-3.24%
Reading Programs	0	0	0	0	2	455	2	281	0.00%	61.92%
Volunteer	1	19	1	15	4	108	4	111	0.00%	-2.70%
Totals	17	230	17	173	66	3924	69	1350	-4.35%	190.67%

Public Services Outreach Activity

	October 2017	October 2016	Y-T-D FY2017-18	Y-T-D FY2016-17	Y-T-D % change
Outreach Visits	1	4	4	14	-71.43%
Outreach Attendance	255	312	611	894	-31.66%

Literacy	YTD1718	FY1617	% Change
Computer Literacy Students	7	6	16.67%
English Literacy Students	30	50	-40.00%
Students Graduated	4	9	-55.56%
Computer Literacy Tutors	5	8	-37.50%
English Literacy Tutors	25	38	-34.21%

ACHIEVEMENTS

- Michelle Meades coordinated The Mysteries of the Cosmos Revealed on October 5th.
- Michelle Meades coordinated the Forensic DNA Genealogy program on October 17th.
- Michelle Meades and Wendy Townsend coordinated the Volunteer Orientation on October 23rd.
- Michelle Meades coordinated Excel Practice on October 9th, 16th and 23rd.
- Michelle Meades trained One Stop intern on weeding on October 3rd.
- Wendy Townsend coordinated Book Club on October 10th.
- Wendy Townsend coordinated Tai Chi on October 3rd, 10th, 17th & 24th.
- Patricia Grimm coordinated the Adult Literacy Orientation on October 21st.

- Coleen Wakai coordinated Conversation Club on October 6th, 13th, 20th, and 27th.
- Coleen Wakai coordinated the Adult Literacy Orientation on October 24th.

MEETINGS

- Michelle Meades met with Bob Menn to discuss the Mysteries of the Cosmos Revealed on October 3rd.
- Michelle Meades attended the Placentia Historical Committee meeting on October 24th.
- Michelle Meades, Wendy Townsend and Yesenia Baltierra met with Andrew Gonzales and Sandra Gonzalez to discuss the History Matters program on October 3rd.
- Michelle Meades met with Yesenia Baltierra and Jeanette Contreras to discuss staff appreciation on October 19th.
- Michelle Meades met with Sandra Tinneson to discuss logging PLFF hours on October 31st.
- Michelle Meades and Wendy Townsend met on October 4th, 11th, 18th, 25th and 31st.
- Michelle Meades attended the Founders Society Meeting on October 17th.
- Jeannie Killianey and Wendy Townsend met on October 2nd and 23rd.
- Wendy Townsend and Yesenia Baltierra met on October 3rd, 17th and 31st.
- Wendy Townsend and Yesenia Baltierra attended the SCDL meeting with Overdrive on October 17th.
- Wendy Townsend attended the supervisors meeting on October 10th and 25th.
- Wendy Townsend attended Kiwanis meetings on October 5th, 12th, 19th and 26th.
- Wendy Townsend, Coleen Wakai and Patricia Grimm met to discuss the Literacy program on October 9th.
- Adult Services staff attended the Public Services meeting on October 23rd.
- Patricia Grimm met with Gary Kosman of America Learns on October 3rd and 17th.
- Patricia Grimm met with a new literacy tutor and a literacy intern on October 28th.
- Coleen Wakai met with literacy tutors on October 2nd and 25th.
- Coleen Wakai interviewed 3 potential literacy tutors on October 5th and 9th.
- Coleen Wakai and Wendy Townsend met October 6th, 15th, and 22nd.
- Coleen Wakai, Michelle Meades attended staff meeting on October 9th.
- Coleen Wakai met with TESOL student Raul regarding the literacy program on October 9th.
- Coleen Wakai met with CSUF literacy intern Alondra on October 9th, 18th and 24th.
- Wendy Townsend and Marianne Follis met with Chris Corpus on October 30th.
- Wendy Townsend and Patricia Grimm met on October 31st.
- Yesenia Baltierra attended the Tree Lighting Committee meeting on October 19th.
- Yesenia Baltierra attended Harwood Lab meetings on October 12th and 26th.

PROFESSIONAL DEVELOPMENT

- Wendy Townsend attended the webinar "Going Fully Mobile in Your Library: Eliminate the Desk and Improve Service" on October 19th.
- Wendy Townsend and Michelle Meades attended a webinar for an overview of Career Cruising.



Placentia Library District

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PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Jeanette Contreras, Library Director

FROM: Tim Worden, Emerging Technologies Assistant

SUBJECT: Placentia Library Website & Technology Report for October 2017

DATE: November 20, 2017

On-line database usage

	October 2017	Onsite Usage 10/17	Remote Usage 10/17	October 2016	Y-T-D 2017-18	Y-T-D 2016-17	Y-T-D % change
Placentia Library Catalog	14,478	N/A	N/A	12,894	62,995	64,119	-2%
General Reference Center	58	2	56	46	124	106	17%
Biography In Context	1,277	1,236	41	181	2,977	269	1007%
Opposing Viewpoints	61	58	3	235	98	283	-65%
Consumer Reports (new July 2016)	230	N/A	N/A	133	578	NA	NA
Freegal	980	N/A	N/A	1,178	4,026	4,532	-11%
Heritage Quest	340	N/A	N/A	584	1,399	2,981	-53%
Novelist	33	N/A	N/A	79	135	185	-27%
Public Library Core Collection Nonf	107	N/A	N/A	356	202	1,009	-80%
Pronunciator (new Sept. 2014)	33	N/A	N/A	50	223	402	-45%
ABC Mouse (new Sept. 2014)	67	N/A	N/A	157	214	750	-71%
Career Cruising (new June 2015)	5	N/A	N/A	1	15	1	1400%
Tumblebooks	104	N/A	N/A	204	579	545	6%
Reference USA	232	N/A	N/A	124	1,477	927	59%
Enki (new Oct. 2014)	15	N/A	N/A	8	21	10	110%
Hoopla (new May 2015)	668	N/A	N/A	346	2,499	1,280	95%
Overdrive e-books	1,243	N/A	N/A	964	5,158	3,879	33%
Overdrive audio books	721	N/A	N/A	573	2,957	2,225	33%
Zinio (new Oct. 2014)	48	N/A	N/A	88	477	347	37.46%
TOTAL DATABASE USAGE	20,700	1,296	100	18,201	86,154	83,850	3%

Website Traffic

	October 2017	October 2016	Y-T-D 2017-18	Y-T-D 2016-17	Y-T-D % change
Website visits	11,745	11,842	53,983	53,393	1%
Page Hits	19,535	19,356	90,706	88,627	2%
Users	7,322	5,345	29,271	23,819	23%
Pages/Session	1.66	1.63	N/A	N/A	N/A
Avg. Session Duration	00:02:23	00:02:48	N/A	N/A	N/A
% New Sessions	53	35	N/A	N/A	N/A

Computer & Online Resource Use

	October 2017	October 2016	Y-T-D 2017-18	Y-T-D 2016-17	Y-T-D % change
Placentia Residents	1,160	1,393	5,412	5,379	1%
Non-Placentia Residents	892	1060	3,687	3,897	-5%
Total	2052	2453	9,099	9,276	-2%

Wifi Use

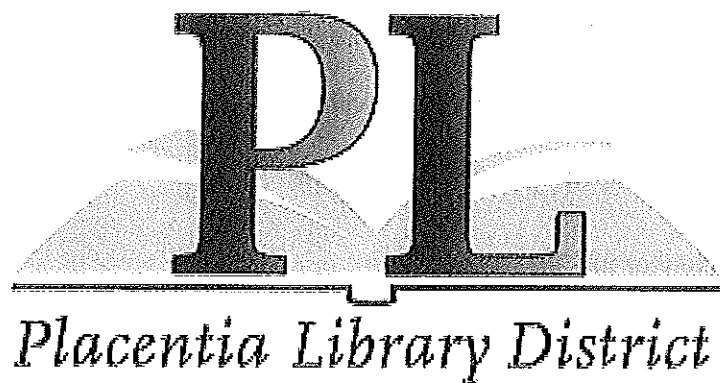
	October 2017	October 2016	Y-T-D 2017-18	Y-T-D 2016-17	Y-T-D % change
	2,205	2,653	9,120	10,681	-15%
Total	2,205	2,653	9,120	10,681	-15%

PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees
FROM: Jeanette Contreras, Library Director
SUBJECT: **Employee of the Year Presentation**
DATE: November 20, 2017

BACKGROUND

The 2017 Employee of the Year Award will be presented at the December 18, 2017 Board meeting.



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PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees

FROM: Jeanette Contreras, Library Director

SUBJECT: Review Bush & Associates' Proposal for Surveying Services

DATE: November 20, 2017

BACKGROUND

The Civic Center Plaza consists of three properties designated for City Hall, the Police Department, and the Placentia Library District inclusive of a parking lot. To advance future projects and developments of the Placentia Library District property, a property line survey is needed to understand the boundary between the City of Placentia and that of the Placentia Library District.

Bush and Associates Inc. has provided two proposals: Ortho Photo Surveying Services for \$8,900 and a Ground Surveying Services for \$9,900. The proposed price difference is in the project area covered and the accuracy between the two proposals.

Attachment A is the proposal and a photo for the Ortho Photo Surveying Services

Attachment B is the proposal and a photo for the Ground Surveying Services.

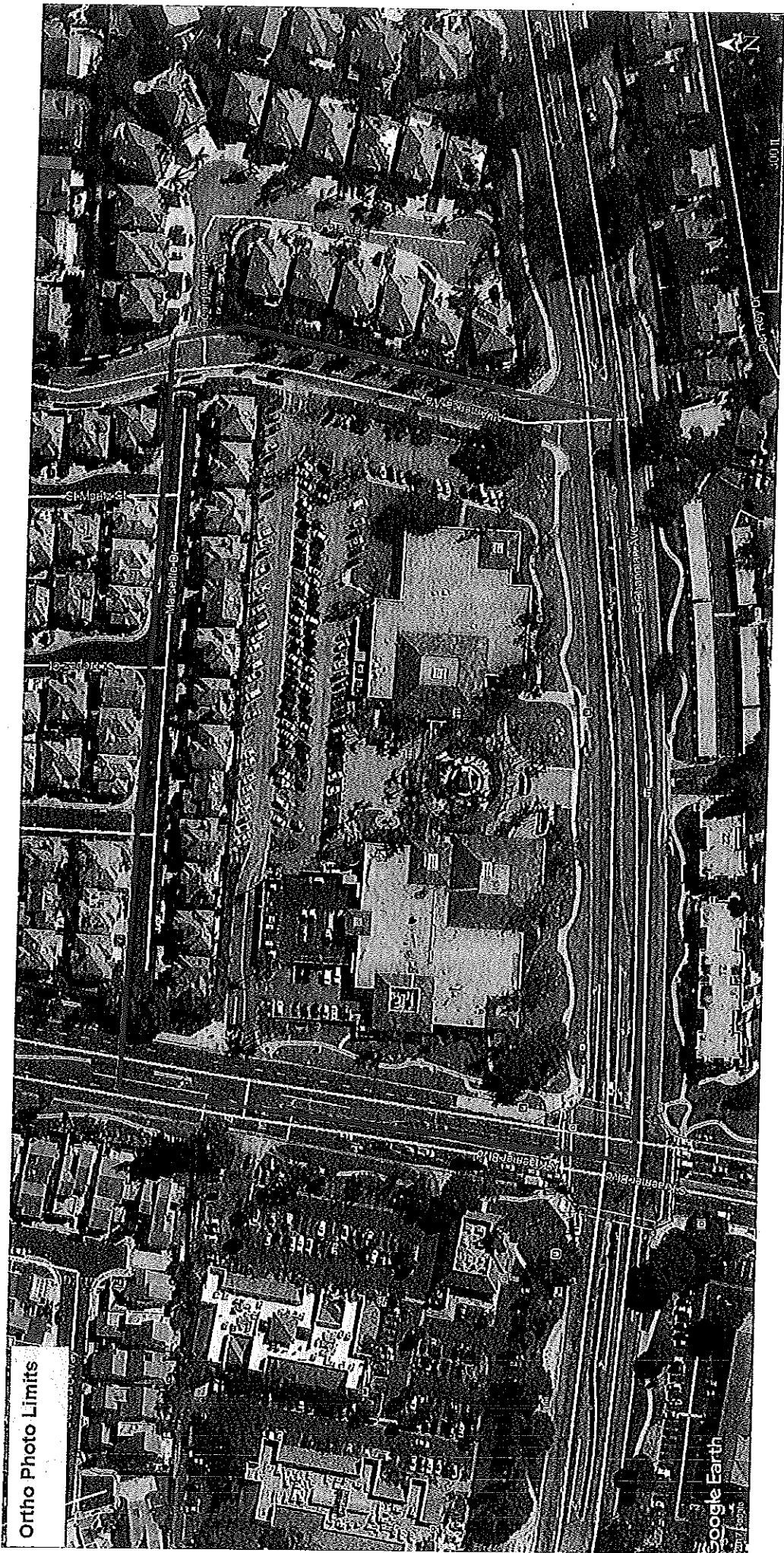
Fiscal Impact: \$9,900

RECOMMENDATION

Action to be determined by the Library Board of Trustees.



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Ortho Photo Limits

Google Earth

Bush & Associates Inc.

Land Surveyors

November 2, 2017

PROPOSAL

TO: Jeanette Contreras, Placentia Library District

FROM: David Bush, Bush & Associates, Inc. *DAB*SUBJECT: Placentia Library Property Line
Ortho Photo Surveying Services

We propose to provide the following services for the subject project at 411 East Chapman Avenue:

1. Research at County offices for property line information.
2. Office calculations to establish the library property line alignment.
3. Field work to establish property line from found street centerline monuments and property corners.
4. Field work to set five aerial targets around the library and city hall buildings and measure coordinates and elevations on the aerial targets for the ortho photo.
5. Aerial mapping by photogrammetric methods of the library and city hall buildings. See the attached exhibit showing the ortho photo limits. Subconsultant GPSi will send a plane over the site and take two aerial photos to be used in the ortho photo.
6. Office work by subconsultant GPSi to produce a digital ortho photo with a 5" pixel. The digital photo will have street names, north arrow and property line for both the library and city hall parcels and has an accuracy of $\pm 6''$ or 0.5'. The digital photo will be provided to you on compact disk.

Fee for the above services not to exceed: \$8,900.00

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Bush & Associates Inc.

Land Surveyors

November 2, 2017

PROPOSAL

TO: Jeanette Contreras, Placentia Library District

FROM: David Bush, Bush & Associates, Inc. **DAB**

SUBJECT: Placentia Library Property Line
Ground Surveying Services

We propose to provide the following services for the subject project at 411 East Chapman Avenue:

1. Research at County offices for property line information.
2. Office calculations to establish the library property line alignment.
3. Field work to establish property line from found street centerline monuments and property corners.
4. Field work to stake the north property line through the parking lot, approximately 400 feet. We will set a nail in the asphalt every 50 feet with white paint that says "Property Line".
5. Field work to produce a planimetric survey of the approximate 300 foot by 120 foot site between the library and city hall. We will locate all visible culture. See the attached exhibit for the approximate limits of the planimetric survey.
6. Office work to produce a two dimensional map using Autocad. The map will show all visible culture and property line and will be stamped and signed by a California Licensed Land Surveyor on 24" by 36" bond paper. The map will have an accuracy of $\pm 0.25"$.

Fee for the above services not to exceed: \$9,900.00

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PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees

FROM: Jeanette Contreras, Library Director

SUBJECT: **Johnson Controls, Inc. (JCI) Presentation on an Updated Business Case for the Energy Efficiency Program.**

DATE: November 20, 2017

BACKGROUND

In May of 2017, the Placentia Library District began exploring the process to determine potential energy saving opportunities. On June 30, 2017, the District retained Johnson Controls, Inc. with the Project Development Agreement for the Energy Services Performance Contract.

The work for the project would include retrofitting the interior lighting, replacing HVAC equipment and controls, installing solar systems, and replacing the roof. The cost for the project is \$1,574,501. The updated business case includes \$226,353 roof replacement cost, sub-meter solution, and a direct contract with Bear State which differs from the last business case presented by JCI.

Mr. Christopher Bout from JCI will present the updated business case and be available for questions.

Attachment A is the Public Hearing Notice.

Attachment B is the updated Business Case

Attachment C is the Performance Contract

Attachment D is the Reconciliation Statement

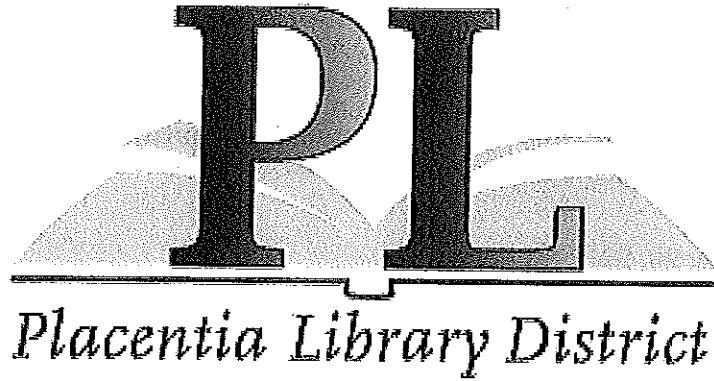
Attachment E is the Electrical Metering Options

Attachment F is the Resolution

Fiscal Impact: \$1,574,501

RECOMMENDATION

Action to be determined by the Library Board of Trustees.



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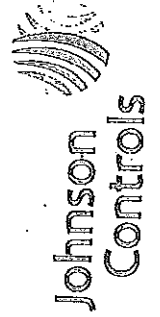
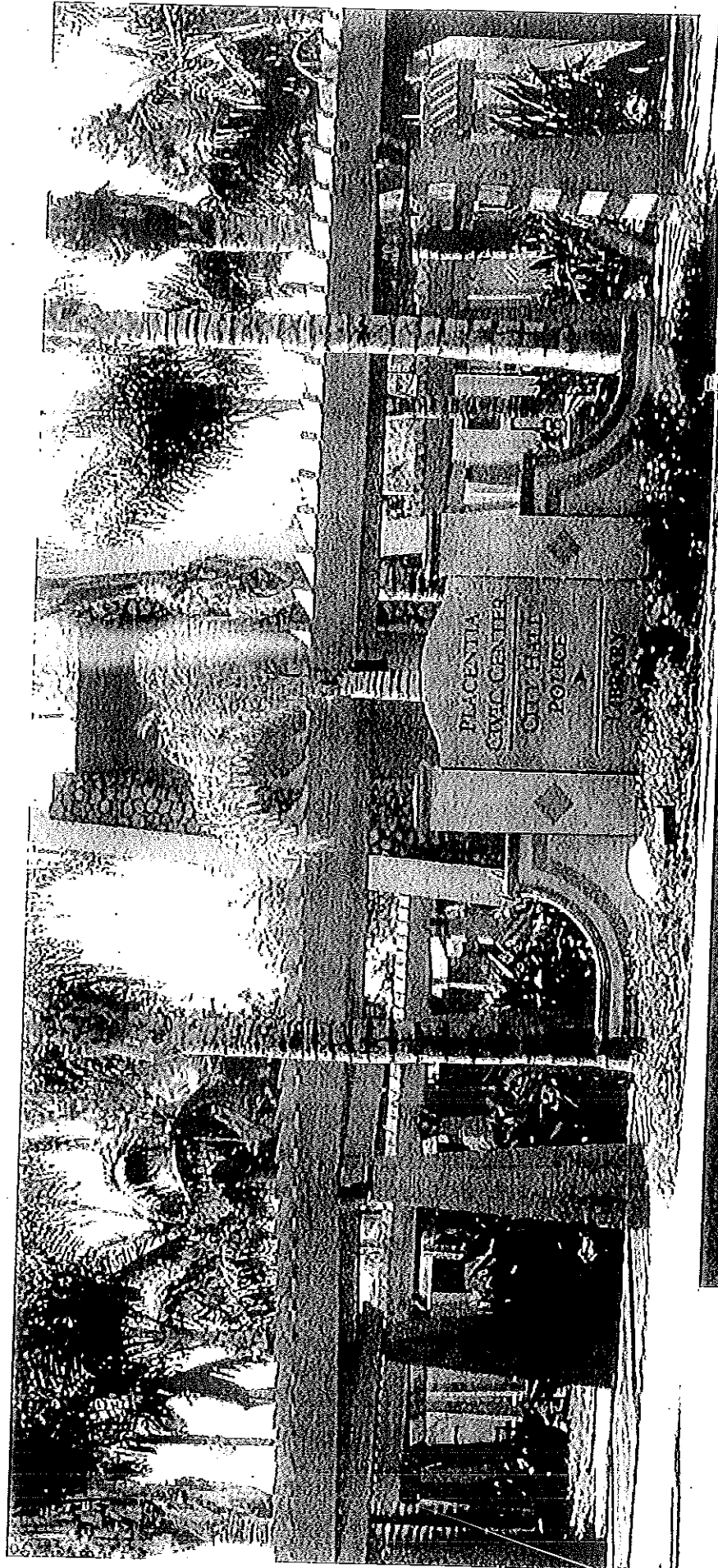
NOTICE OF PUBLIC HEARING
BEFORE THE PLACENTIA LIBRARY DISTRICT BOARD
REGARDING AWARD OF A ENERGY CONSERVATION CONTRACT
PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 4217

NOTICE IS HEREBY GIVEN that at 6:30pm or as soon thereafter as the matter can be heard, on Monday, November 20, 2017 in the main Board Room, 411 E. Chapman Ave. Placentia, CA 92870, the Library Board will conduct a Public Hearing as required by Section 4217 of California Government Code, at which it will hear and consider information concerning a proposal to award an energy services construction contract for energy efficiency improvements to Placentia Library District's main building.

A copy of the staff report will be available to interested parties in Administration or online at www.placentialibrary.org on November 17, 2017.

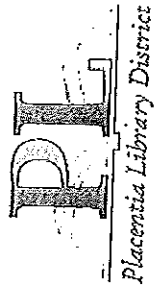
If there are any further questions please call the Placentia Library District at (714) 528-1925. Those wishing to comment on the proposed project may either appear in person at the Public Hearing or submit written communications to the Business Manager.

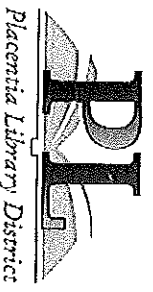
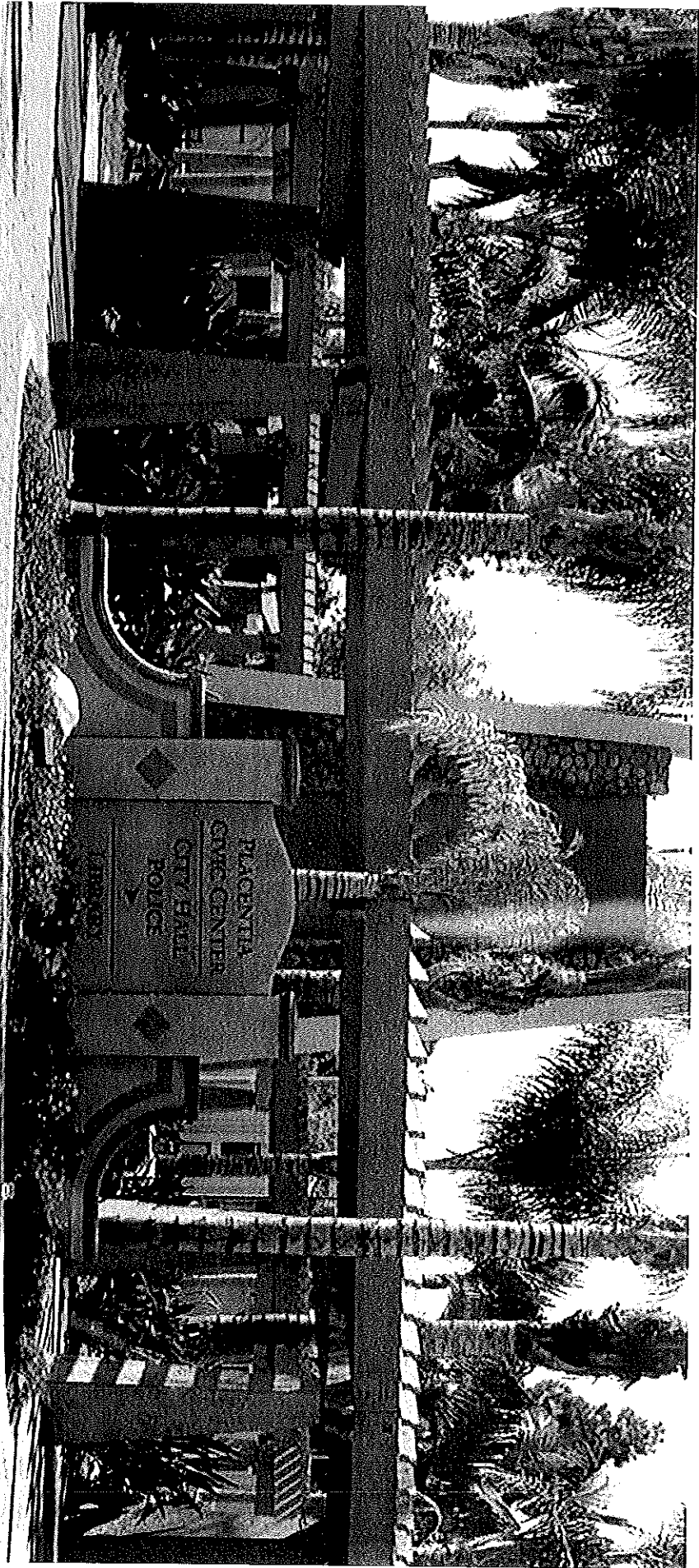
PLACENTIA LIBRARY DISTRICT
411 E. CHAPMAN AVE.
(714) 528-1925



PLACENTIA LIBRARY DISTRICT

Presentation: Energy Conservation Project
November 20, 2017





Placentia Library District

PLACENTIA LIBRARY DISTRICT

Presentation: Energy Conservation Project
November 20, 2017



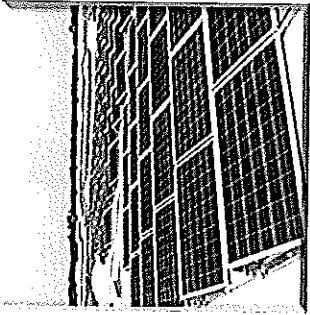
Agenda



1. Brief Background
2. Project Overview
3. Project Development Process
4. Business Case & Summary
5. Your Team
6. SCE Bill Settlement
7. Open discussion / Q&A

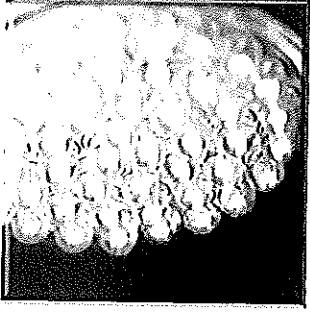
Project Overview

Solar 79kW



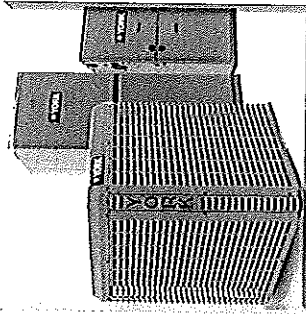
- 25 Year Production Warranty
- Includes Data Acquisition System (whole building)
- Includes Service Panel Upgrade

LED Lighting



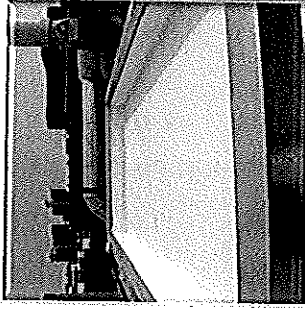
- JCI Procures Equipment
- Bear State installs (direct contract with Library)

HVAC



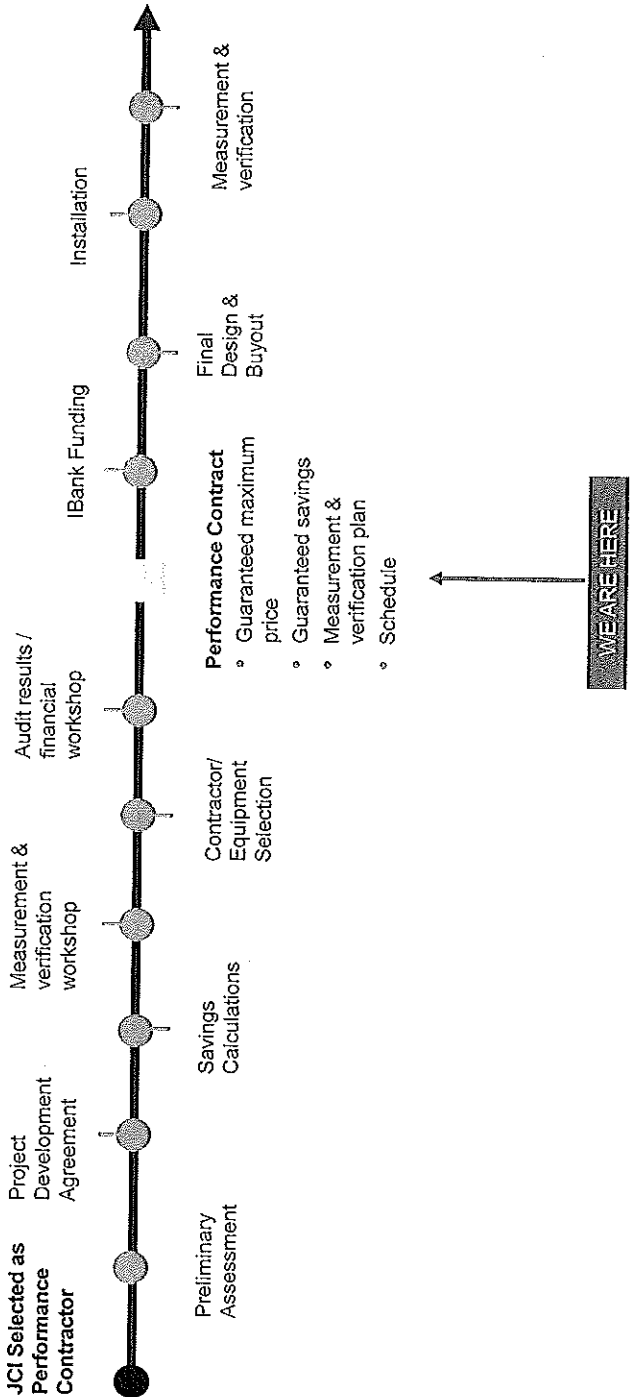
- JCI Procures Equipment
- Bear State installs (direct contract with Library)

Roofing



- Current roof approaching end of life (16 years old)
- 20 Year Warranty

Johnson Controls' Process



Summary Table



FIM	INVESTMENT	YEAR 1 ENERGY SAVINGS	YEAR 1 O&M SAVINGS	EDISON REBATES
L-1 INTERIOR LIGHTING RETROFIT	\$ 150,080	\$ 14,077	\$ -	\$ 1,034
H-1A REPLACE HVAC EQPMT AND CONTRLS (JCI)	\$ 323,970	\$ 26,607	\$ 10,300	\$ -
H-1B REPLACE HVAC EQPMT AND CONTRLS (BEAR STATE)	\$ 366,094	\$ -	\$ -	\$ -
S-1 SOLAR PV SYSTEM	\$ 500,554	\$ 7,362	\$ -	\$ -
E-1 REPLACE ROOFING	\$ 226,353	\$ -	\$ -	\$ -
TOTAL	\$ 1,567,001	\$ 48,046	\$ 10,300	\$ 1,034

NOTE 1: SIMPLE PAYBACK IS CALCULATED AS THE PRICE MINUS ANY REBATES DIVIDED BY THE SUM OF YEAR 1 ENERGY AND O&M SAVINGS.

NOTE 2: THE PROPOSED PROJECT IS EXPECTED TO REDUCE ENERGY COSTS BY OVER 70% RELATIVE TO HISTORICAL BILLING.

NOTE 3: THE PROPOSED PROJECT IS EXPECTED TO REDUCE HVAC MAINTENANCE COSTS BY APPROX. 50% RELATIVE TO HISTORICAL BILLING.

NOTE 4: SOLAR PV SYSTEM INCLUDES THE COST OF ELECTRICAL SUBMETERING AND REPLACEMENT OF THE 800 AMP MAIN SERVICE PANEL TO ACCOMMODATE NEW HVAC UNITS.



Project Cash Flow



METRICS

\$1,200,907	PRICE FOR WORK PERFORMED BY JCI
\$366,094	PRICE FOR WORK PERFORMED BY BEAR STATE
\$7,500	OWNER ALLOWANCE FOR ASBESTOS ABATEMENT
\$1,574,501	SUBTOTAL PRICE FOR ALL WORK
\$300,000	LESS CUSTOMER CAPITAL CONTRIBUTION
\$1,274,501	TOTAL FINANCED AMOUNT

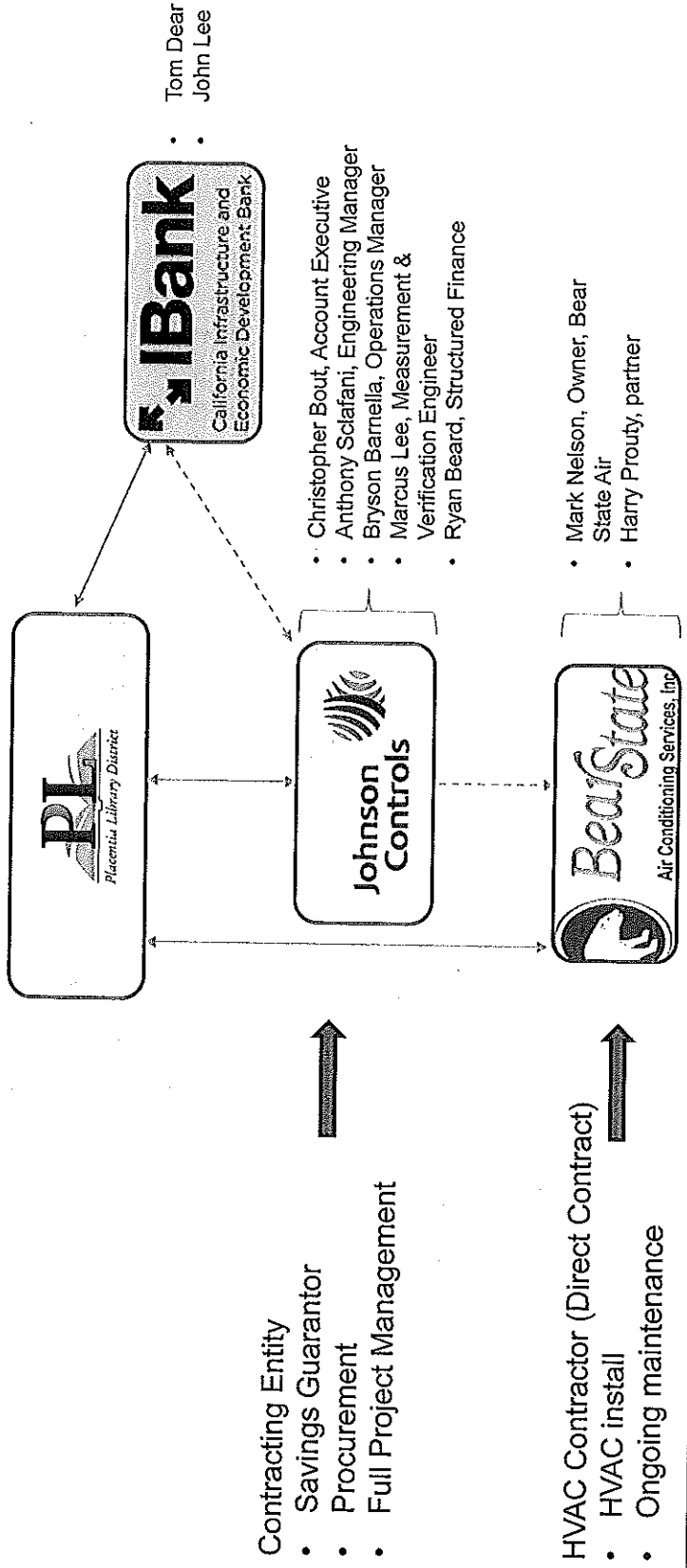
- \$300K out of pocket
- Buys you \$1.5M in work
- \$7K annual cash flow



YEAR	GUARANTEED UTILITY SAVINGS	CARRIED FORWARD CONSTRUCTION SAVINGS	HVAC O&M SAVINGS	EDISON REBATES	TOTAL SAVINGS	SOLAR O&M COSTS	LOAN PAYMENT	MEASUREMENT & VERIFICATION FEES	TOTAL COSTS	NET CASH FLOW
0	\$ 6,644	\$ (6,644)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1	\$ 48,047	\$ 6,644	\$ 10,300	\$ 1,034	\$ 66,025	\$ (2,766)	\$ (43,143)	\$ (13,116)	\$ (59,023)	\$ 7,000
2	\$ 49,931	\$ -	\$ 10,609	\$ -	\$ 60,540	\$ (2,849)	\$ (44,814)	\$ (5,877)	\$ (53,540)	\$ 7,000
3	\$ 51,887	\$ -	\$ 10,927	\$ -	\$ 62,815	\$ (2,934)	\$ (46,827)	\$ (6,054)	\$ (55,815)	\$ 7,000
4	\$ 53,922	\$ -	\$ 11,255	\$ -	\$ 65,177	\$ (3,022)	\$ (48,920)	\$ (6,235)	\$ (58,177)	\$ 7,000
5	\$ 56,035	\$ -	\$ 11,593	\$ -	\$ 67,628	\$ (3,113)	\$ (51,093)	\$ (6,422)	\$ (60,628)	\$ 7,000
6	\$ 58,232	\$ -	\$ 11,941	\$ -	\$ 70,173	\$ (4,639)	\$ (58,334)	\$ -	\$ (63,173)	\$ 7,000
7	\$ 60,515	\$ -	\$ 12,299	\$ -	\$ 72,814	\$ (4,778)	\$ (61,036)	\$ -	\$ (65,814)	\$ 7,000
8	\$ 62,887	\$ -	\$ 12,668	\$ -	\$ 75,554	\$ (4,921)	\$ (63,633)	\$ -	\$ (68,554)	\$ 7,000
9	\$ 65,352	\$ -	\$ 13,048	\$ -	\$ 78,400	\$ (5,069)	\$ (66,331)	\$ -	\$ (71,400)	\$ 7,000
10	\$ 67,913	\$ -	\$ 13,439	\$ -	\$ 81,352	\$ (5,221)	\$ (69,131)	\$ -	\$ (74,352)	\$ 7,000
11	\$ 70,576	\$ -	\$ 13,842	\$ -	\$ 84,418	\$ (5,378)	\$ (72,041)	\$ -	\$ (77,418)	\$ 7,000
12	\$ 73,343	\$ -	\$ 14,258	\$ -	\$ 87,601	\$ (5,539)	\$ (75,062)	\$ -	\$ (80,601)	\$ 7,000
13	\$ 76,217	\$ -	\$ 14,685	\$ -	\$ 90,902	\$ (5,705)	\$ (78,197)	\$ -	\$ (83,902)	\$ 7,000
14	\$ 79,205	\$ -	\$ 15,126	\$ -	\$ 94,331	\$ (5,876)	\$ (81,454)	\$ -	\$ (87,331)	\$ 7,000
15	\$ 82,308	\$ -	\$ 15,580	\$ -	\$ 97,888	\$ (6,053)	\$ (84,835)	\$ -	\$ (90,888)	\$ 7,000
16	\$ 85,535	\$ -	\$ 16,047	\$ -	\$ 101,582	\$ (6,234)	\$ (88,348)	\$ -	\$ (94,582)	\$ 7,000
17	\$ 88,888	\$ -	\$ 16,528	\$ -	\$ 105,417	\$ (6,421)	\$ (91,995)	\$ -	\$ (98,417)	\$ 7,000
18	\$ 92,371	\$ -	\$ 17,024	\$ -	\$ 109,395	\$ (6,614)	\$ (95,781)	\$ -	\$ (102,395)	\$ 7,000
19	\$ 95,992	\$ -	\$ 17,535	\$ -	\$ 113,527	\$ (6,812)	\$ (99,715)	\$ -	\$ (106,527)	\$ 7,000
20	\$ 99,753	\$ -	\$ 18,061	\$ -	\$ 117,814	\$ (7,017)	\$ (103,797)	\$ -	\$ (110,814)	\$ 7,000
21	\$ 103,663	\$ -	\$ 18,603	\$ -	\$ 122,266	\$ (7,227)	\$ (108,039)	\$ -	\$ (115,266)	\$ 7,000
22	\$ 107,727	\$ -	\$ 19,161	\$ -	\$ 126,888	\$ (7,444)	\$ (112,444)	\$ -	\$ (119,888)	\$ 7,000
23	\$ 111,947	\$ -	\$ 19,736	\$ -	\$ 131,683	\$ (7,667)	\$ (117,016)	\$ -	\$ (124,683)	\$ 7,000
24	\$ 116,336	\$ -	\$ 20,328	\$ -	\$ 136,663	\$ (7,897)	\$ (119,439)	\$ -	\$ (127,337)	\$ 9,327
25	\$ 120,893	\$ -	\$ 20,938	\$ -	\$ 141,831	\$ (8,134)	\$ (119,439)	\$ -	\$ (127,373)	\$ 14,257
26*	\$ 125,626	\$ -	\$ 21,566	\$ -	\$ 147,192	\$ (8,378)	\$ -	\$ -	\$ (8,378)	\$ 138,814
27*	\$ 130,542	\$ -	\$ 22,213	\$ -	\$ 152,755	\$ (8,630)	\$ -	\$ -	\$ (8,630)	\$ 144,125
28*	\$ 135,647	\$ -	\$ 22,879	\$ -	\$ 158,526	\$ (8,889)	\$ -	\$ -	\$ (8,889)	\$ 149,638
29*	\$ 140,949	\$ -	\$ 23,566	\$ -	\$ 164,515	\$ (9,155)	\$ -	\$ -	\$ (9,155)	\$ 155,359
30*	\$ 146,455	\$ -	\$ 24,273	\$ -	\$ 170,728	\$ (9,430)	\$ -	\$ -	\$ (9,430)	\$ 161,298
TOTAL	\$ 2,665,339	\$ -	\$ 490,027	\$ 1,034	\$ 3,156,401	\$ (183,813)	\$ (2,001,065)	\$ (37,704)	\$ (2,222,533)	\$ 933,818



Your Team

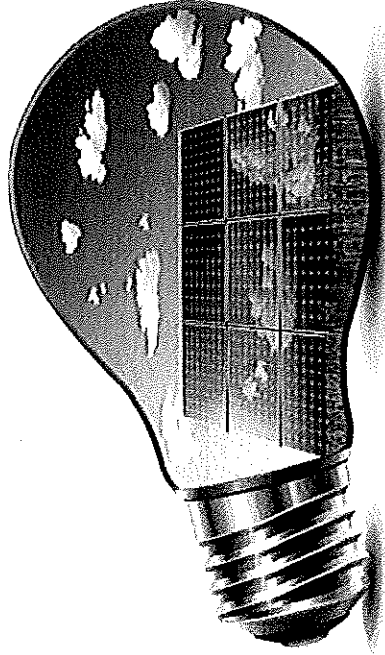


Solar



- 79kW, generating about 125,000kWh per year
- About ____% of building's annual usage
- New 800 Amp main distribution panel
- Monitoring system with user interface
 - Measures solar system output
 - Measures energy from City's SCE utility meter
 - Reporting system identifies energy usage with current SCE rates for precise payments to City

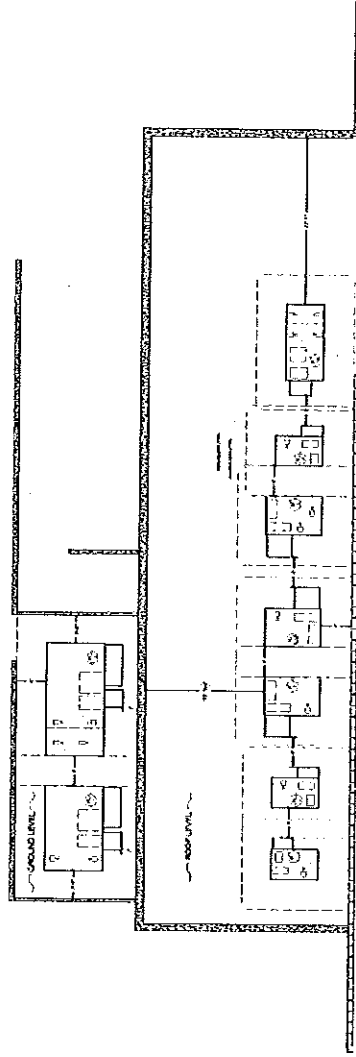
LED Lighting Retrofit



- Significant energy reduction
- Enhanced learning environment from optimal lighting quality
- Occupancy sensors
- JCI to recycle existing lamps and ballasts

HVAC

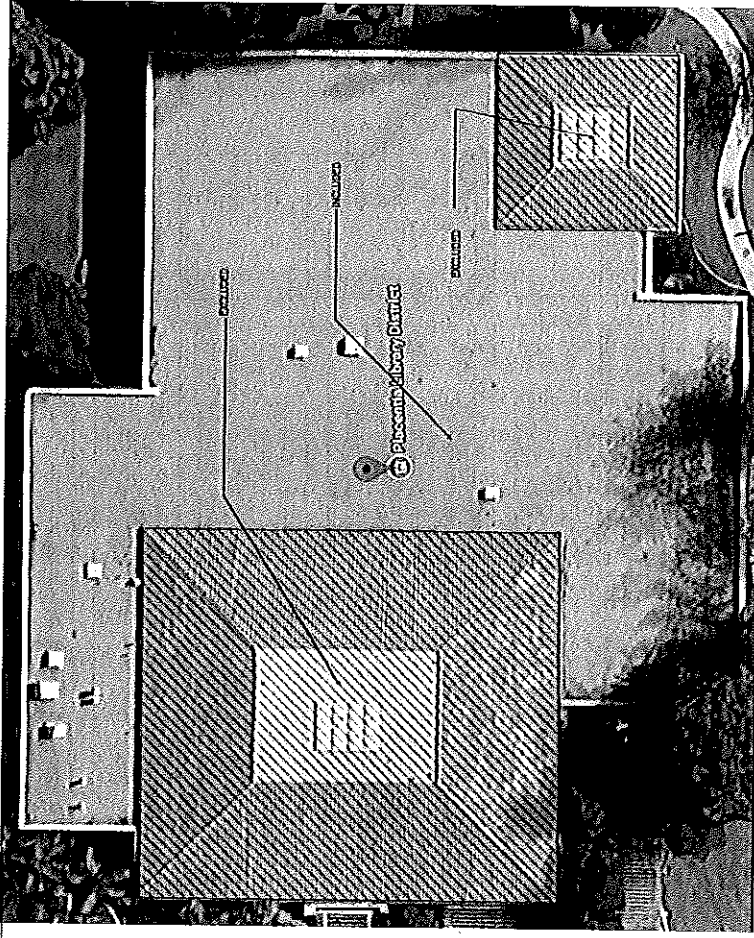
Figure 1-1: Preliminary HVAC System Layout



- 7 units on roof, 2 units on ground
- JCI procures equipment
- JCI provides project management
- Contract directly with Bear State
- JCI guarantees savings

Roofing

- Remove and dispose of existing 16-year-old roof
- New decking, flashings
- 20 Year Warranty
- White, highly reflective, single ply PVC from trusted, global mfg
- local OC installer
- Title 24 compliant



SCE Bill Settlement with City

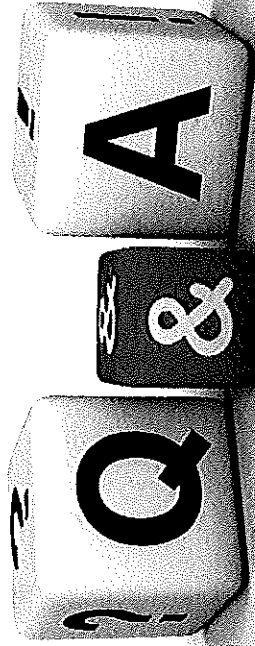
- Most cost effective solution
- metered billing system
- web-based data acquisition system (DAS).
- Web-based data acquisition system is provided for metering of PV system power generation
 - Expanded by installing current transducers ("CT's")
- Measures:
 - Draw from City
 - Draw by exterior lighting
- Results in net electricity usage and precise billing

SCE ELECTRICITY BILL RECONCILIATION STATEMENT

BILL CATEGORY	SUBMITTED DATE	UNIT OF MEASURE	INPUTS FROM SCE BILL	UNIT OF MEASURE	COST ALLOCATION
BILL PERIOD START DATE	4/25/2007			N/A	
BILL PERIOD END DATE	7/31/2007			N/A	
SCE RATE	TOU-6233			N/A	
DELIVERY CHARGES					
MAX DEMAND - FACILITIES RELATED	107	KW	517.53000	\$/KW	\$4,570.00
ENERGY/WINTER					
ELECTRICITY USAGE - ON PEAK	0	KWH	50.02169	\$/KWH	\$0.00
ELECTRICITY USAGE - MID PEAK	24.528	KWH	50.02169	\$/KWH	\$452.62
ELECTRICITY USAGE - OFF PEAK	25.337	KWH	50.02169	\$/KWH	\$337.72
DNR BOND CHARGE	35.814	KWH	50.02169	\$/KWH	\$245.30
GENERATION CHARGES					
ENERGY/WINTER					
ELECTRICITY USAGE - ON PEAK	0	KWH	50.02169	\$/KWH	\$0.00
ELECTRICITY USAGE - MID PEAK	24.528	KWH	50.02169	\$/KWH	\$4,007.38
ELECTRICITY USAGE - OFF PEAK	25.337	KWH	50.02169	\$/KWH	\$580.63
STATE TAX	39.342	KWH	50.02169	\$/KWH	\$11.23
CHARGES DUT AT 3.5%					
CUSTOMER CHARGE	55%	%	546.13	\$	\$176.21
POWER FACTOR ADJ	55%	%	552.22	\$	\$28.24
TOTAL NEW CHARGES FOR PLACENTIA LIBRARY					\$4,592.38



THANK YOU!



Christopher Bout
Johnson Controls | 5770 Warland Dr. | Cypress, CA 90630
christopher.john.bout@jci.com | (951) 428-7531

Who We Are



Johnson Controls is a global diversified technology and multi industrial company offering intelligent buildings and efficient energy solutions for more productive, secure and sustainable smart cities.

In our Energy Solutions team, we implement comprehensive energy improvements, building infrastructure upgrades and technology upgrades under a single transaction with guaranteed results.

130+
YEARS OF
INNOVATION

117,000
EMPLOYEES

316,000+
VOLUNTEER
HOURS
Recorded
in 2015

4+ MILLION
CUSTOMERS GLOBALLY

LEADER

- Building Products, Technologies & Integrated Solutions
- Energy Storage

PAID CONSECUTIVE DIVIDENDS SINCE 1887

8,700
ACTIVE PATENTS

MORE THAN

\$78
MILLION
IN CHARITABLE CONTRIBUTIONS
in the Past 5 Years

NEARLY 2,000 LOCATIONS WORLDWIDE

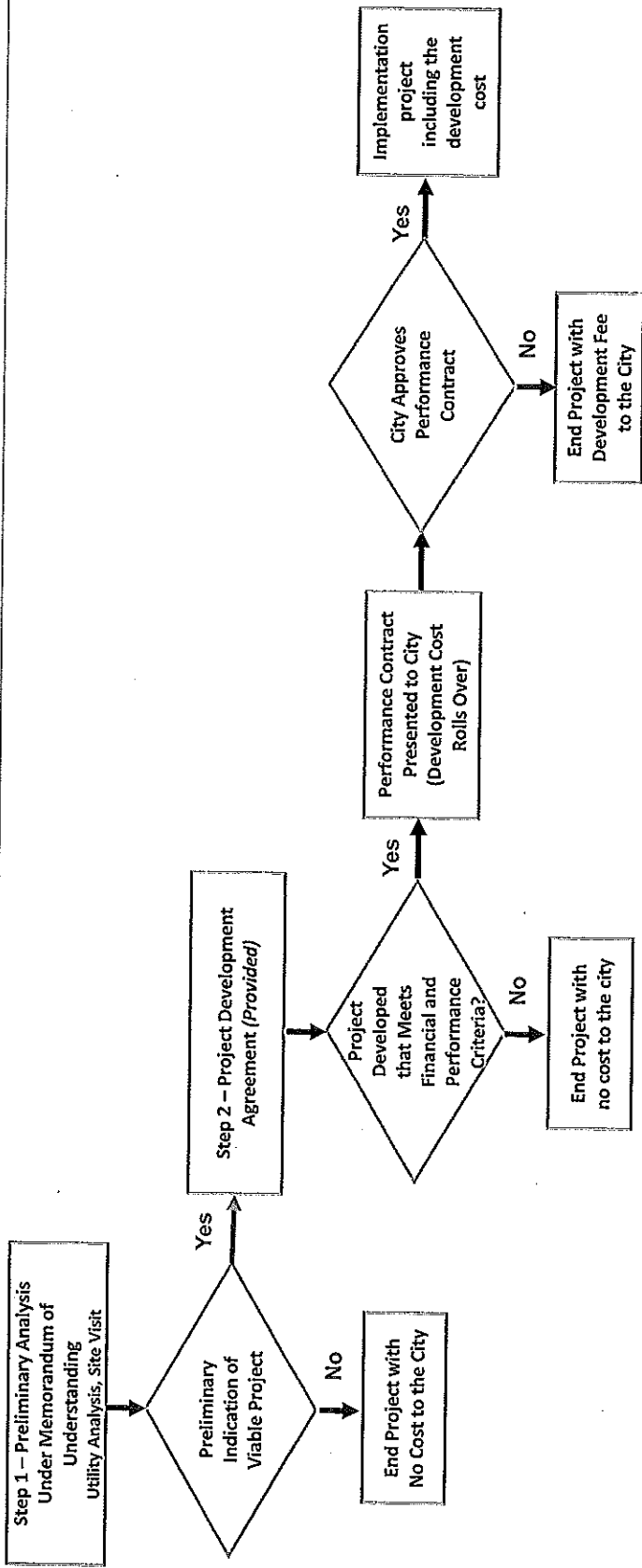
HEADQUARTERS:
Cork, Ireland
Milwaukee, WI, USA
Shanghai, China

150+
COUNTRIES

SERVING CUSTOMERS IN



Process



PERFORMANCE CONTRACT

This Performance Contract (this "Agreement") is made the 20th day of November, 2017 between:

PARTIES

JOHNSON CONTROLS, INC. ("JCI")
5770 Warland Drive, Suite A
Cypress, CA 90630

and

Placentia Library District ("Customer")
411 E. Chapman Ave.
Placentia, CA 92870

RECITALS

WHEREAS, on June 30, 2017, the Placentia Library District retained JCI with the Project Development Agreement for the Energy Services Performance Contract; and

WHEREAS, on November 20, 2017, the Placentia Library District at a regularly scheduled Board meeting, held a Public Hearing to discuss entering into an Energy Services Performance Contract pursuant to California Public Resource Code 25008 and California Government Code Chapter 3.2. Energy Conservation Contracts, Section 4217.10-4217.18; and

WHEREAS, the Placentia Library District (Customer) is authorized and empowered pursuant to California Government Code Section 4217.10-4217.18 to retain JCI enter into this Agreement, and the Customer has complied with all requirements of said laws; and

WHEREAS, Customer desires to retain JCI to perform the work specified in Schedule 1 (Scope of Work) hereto (the "Work") relating to the installation of the improvement measures (the "Improvement Measures") described therein; and

WHEREAS, on November 20, 2017 Customer held a regularly scheduled Library Board meeting with a Public Hearing to discuss entering into this agreement and the Library Board made the following findings:

- (1) that the anticipated cost to the Customer for electrical energy and conservation services provided by the energy conservation facility under this agreement will be less than the anticipated cost to the Customer of electrical energy that would have been consumed by the Customer in the absence of those purchases; and
- (2) the funds for the repayment of the financing the cost of design, construction and operation of the energy conservation facilities are projected to be available from revenues resulting from funding that otherwise would have been used for the purchase of electrical energy required by the Placentia Library District in the absence of the energy conservation facilities.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

Johnson Controls, Inc. Initials: _____

Customer Initials: _____

AGREEMENT

1. **SCOPE OF THE AGREEMENT.** JCI shall perform the Work set forth in Schedule 1. After the Work is Substantially Complete (as defined below) and the Certificate of Substantial Completion is executed by Customer and JCI, JCI shall provide the assured performance guarantee (the "Assured Performance Guarantee") and the measurement and verification services (the "M&V Services") set forth in Schedule 2 (Assured Performance Guarantee). Customer shall make payments to JCI for the Work and the M&V Services in accordance with Schedule 4 (Price and Payment Terms).

2. **AGREEMENT DOCUMENTS:** In addition to the terms and conditions of this Agreement, the following Schedules are incorporated into and shall be deemed an integral part of this Agreement:

- Schedule 1 – Scope of Work
- Schedule 2 – Assured Performance Guarantee
- Schedule 3 – Customer Responsibilities
- Schedule 4 – Price and Payment Terms
- Attachment 1 – Notice To Proceed
- Attachment 2 – Change Order
- Attachment 3 – Certificate of Substantial Completion, Certificate of Final Completion
- Attachment 4 – M&V Services Agreement
- Appendix 1 – Lighting Room-By-Room Scope of Work

2a. **NOTICES TO PROCEED: SUBSTANTIAL COMPLETION; M&V SERVICES.** This Agreement shall become effective on the date of the last signature on the signature page below. JCI shall commence performance of the Work within ten (10) business days of receipt of Customer's Notice to Proceed, a form of which is attached hereto as Attachment 1, unless Customer provides the Notice to Proceed after February 1, 2018. In the event that Customer fails to execute and deliver the Notice to Proceed to JCI by February 1, 2018, (a) Customer shall give JCI notice as to when, Customer intends to execute the Notice to Proceed, (b) based on Customer's anticipated Notice to Proceed date, JCI will advise Customer as to any cost increases as a result of such delay, and (c) provided that Customer does not otherwise terminate the Agreement or alter the scope of Work as set forth below, JCI may adjust its pricing based on any changes in pricing by JCI's subcontractors or suppliers. In event of price increases (as set forth in the previous sentences) or a failure by Customer to obtain the financing required by California Government Code Sections 4710 et seq., Customer may either decline to execute the Notice to Proceed, or work with JCI to establish an amended scope of Work. In the event that Customer declines to execute the Initial Notice to Proceed, the Project Development Agreement will remain in force and effect, and \$35,000 shall be due and payable to JCI. Upon Customer's acceptance in writing of the final project designs, JCI shall develop and submit to Customer for Customer's approval a project completion schedule, which will include a Substantial Completion deadline mutually acceptable to both Customer and JCI.

For purposes of this Agreement, "Substantial Completion" means that JCI has provided sufficient materials and services to permit Customer to operate the Improvement Measures on a site-by-site basis. The M&V Services shall commence on the first day of the month following the month in which Customer executes a Certificate of Substantial Completion and shall continue throughout the M&V Term, subject to earlier termination of the Assured Performance Guarantee as provided herein. Customer acknowledges and agrees that if, for any reason, it (i) cancels or terminates receipt of M&V Services, (ii) fails to pay for M&V Services in accordance with Schedule 4, (iii) fails to fulfill any of Customer's responsibilities necessary to enable JCI to complete the Work and provide the M&V Services, or (iv) otherwise cancels, terminates or materially breaches this Agreement, the Assured Performance Guarantee shall automatically terminate and JCI shall have no liability thereunder.

Johnson Controls, Inc. Initials: _____

Customer Initials: _____

3. **DELAYS AND IMPACTS.** If JCI is delayed in the commencement, performance, or completion of the Work and/or M&V Services by causes beyond its control and without its fault, including but not limited to inability to access property; concealed or unknown conditions encountered at the project, differing from the conditions represented by Customer in the bid documents or otherwise disclosed by Customer to JCI prior to the commencement of the Work; a Force Majeure (as defined below) condition; failure by Customer to perform its obligations under this Agreement; or failure by Customer to cooperate with JCI in the timely completion of the Work, JCI shall provide written notice to Customer of the existence, extent of, and reason for such delays and impacts. Under such circumstances, an equitable adjustment in the time for performance, price and payment terms, and the Assured Performance Guarantee shall be made.
4. **ACCESS.** Customer shall provide JCI, its subcontractors, and its agents reasonable and safe access to all facilities and properties in Customer's control that are subject to the Work and M&V Services. Customer further agrees to assist JCI, its subcontractors, and its agents to gain access to facilities and properties that are not controlled by Customer but are necessary for JCI to complete the Work and provide the M&V Services. An equitable adjustment in the time for performance, price and payment terms, and Assured Performance Guarantee shall be made as a result of any failure to grant such access.
5. **PERMITS, TAXES, AND FEES.** Unless otherwise specified in Schedule 3 (Customer Responsibilities), JCI shall be responsible for obtaining all building permits required for it to perform the Work. Unless otherwise specified in Schedule 1 (Scope of Work), Customer shall be responsible for obtaining all other permits, licenses, approvals, permissions and certifications, including but not limited to, all zoning and land use changes or exceptions required for the provision of the Work or the ownership and use of the Improvement Measures. JCI shall not be obligated to provide any changes to or improvement of the facilities or any portion thereof required under any applicable building, fire, safety, sprinkler or other applicable code, standard, law, regulation, ordinance or other requirement unless the same expressly regulates the installation of the Improvement Measures. Without limiting the foregoing, JCI's obligations with respect to the Work is not intended to encompass any changes or improvements that relate to any compliance matters (whether known or unknown) that are not directly related to the installation of the Improvement Measures or which have been imposed or enforced because of the occasion or opportunity of review by any governmental authority. Customer shall be responsible for and shall pay when due all assessments, charges and sales, use, property, excise, or other taxes now or hereafter imposed by any governmental body or agency upon the provision of the Work or the M&V Services, implementation or presence of the Improvement Measures, the use of the Improvement Measures or payments due to JCI under this Agreement, other than taxes upon the net income of JCI. Customer shall also be responsible for real or personal property taxes relating to equipment or material included in the Improvement Measures. Any fees, taxes, or other lawful charges paid by JCI on account of Customer shall become immediately due from Customer to JCI.
6. **WARRANTY.** JCI will perform the Work in a professional, workman-like manner. JCI will promptly re-perform any non-conforming Work for no charge, as long as Customer provides written notice to JCI within one (1) year following Substantial Completion or such other period identified in Schedule 1. If JCI installs or furnishes goods or equipment under this Agreement, and such goods or equipment are covered by an end-user warranty from their manufacturer, JCI will transfer the benefits of such warranty to Customer. The foregoing remedy with respect to the Work, together with any remedy provided by goods or equipment manufacturers, shall be Customer's sole and exclusive remedies for warranty claims. Customer agrees that the one (1) year period following Substantial Completion, or such other period identified in Schedule 1, shall be a reasonable time for purposes of submitting valid warranty claims with respect to the Work. These exclusive remedies shall not have failed of their essential purpose so long as JCI transfers the benefits of any goods or equipment end-user warranty to Customer and remains willing to re-perform any non-conforming Work for no charge within the one (1) year period described above or such other period identified in Schedule 1. **NO OTHER EXPRESS OR IMPLIED**

Johnson Controls, Inc. Initials: _____

Customer Initials: _____

WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE PROVIDED BY JCI. This warranty does not extend to any Work that has been abused, altered, or misused, or repaired by Customer or third parties without the supervision or prior written approval of JCI. Except with respect to goods or equipment manufactured by JCI and furnished to Customer hereunder, for which JCI shall provide its express written manufacturer's warranty, JCI shall not be considered a merchant or vendor of goods or equipment.

7. **CLEANUP.** JCI shall keep the premises and the surrounding area free from accumulation of waste materials or rubbish caused by the Work and, upon completion of the Work, JCI shall remove all waste materials, rubbish, tools, construction equipment, machinery, and surplus materials.
8. **SAFETY; COMPLIANCE WITH LAWS.** JCI shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work and M&V Services. Each of JCI and Customer shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities (collectively, "Laws") in connection with its performance hereunder.
9. **ASBESTOS-CONTAINING MATERIALS AND OTHER HAZARDOUS MATERIALS**

Asbestos-Containing Materials: Neither party desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of asbestos-containing materials ("ACM"). Consistent with applicable Laws, Customer shall supply JCI with any information in its possession relating to the presence of ACM in areas where JCI undertakes any Work or M&V Services that may result in the disturbance of ACM. It is JCI's policy to seek certification for facilities constructed prior to 1982 that no ACM is present, and Customer shall provide such certification for buildings it owns, or aid JCI in obtaining such certification from facility owners in the case of buildings that Customer does not own. If JCI will undertake Work or M&V Services in the facility that could disturb ACM. If either Customer or JCI becomes aware of or suspects the presence of ACM that may be disturbed by JCI's Work or M&V Services, it shall promptly stop the Work or M&V Services in the affected area and notify the other. As between Customer and JCI, Customer shall be responsible at its sole expense for addressing the potential for or the presence of ACM in conformance with all applicable Laws and addressing the impact of its disturbance before JCI continues with its Work or M&V Services, unless JCI had actual knowledge that ACM was present and acted with intentional disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for remediating areas impacted by the disturbance of the ACM, and (ii) Customer shall resume its responsibilities for the ACM after JCI's remediation has been completed.

Other Hazardous Materials: JCI shall be responsible for removing or disposing of any Hazardous Materials (as defined below) that it uses in providing Work or M&V Services ("JCI Hazardous Materials") and for the remediation of any areas impacted by the release of JCI Hazardous Materials. For other Hazardous Materials that may be otherwise present at Customer's facilities ("Non-JCI Hazardous Materials"), Customer shall supply JCI with any information in its possession relating to the presence of such materials if their presence may affect JCI's performance of the Work or M&V Services. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Work or M&V Services, it shall promptly stop the Work or M&V Services in the affected area and notify the other. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Materials from its facilities and the remediation of any areas impacted by the release of Non-JCI Hazardous Materials, unless JCI had actual knowledge that Non-JCI Hazardous Materials were present and acted with intentional disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for the remediation of any areas impacted by its release of such Non-JCI Hazardous Materials, and (ii) Customer shall remain responsible at its sole expense for the removal of Non-JCI Hazardous Materials that have not been released and for releases not resulting from JCI's performance of the Work or M&V Services. For

Johnson Controls, Inc. Initials: _____

Customer Initials: _____

purposes of this Agreement, "Hazardous Materials" means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant or contaminant under applicable Law relating to or addressing public or employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic, mutagenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product, or polychlorinated biphenyls. "Hazardous Materials" specifically includes mold and lead-based paint and specifically excludes ACM. JCI shall have no obligations relating to the identification, abatement, cleanup, control, removal, or disposal of mold, regardless of the cause of the mold.

Environmental Indemnity: To the fullest extent permitted by Law, Customer shall indemnify and hold harmless JCI and JCI's subcontractors, and their respective directors, officers, employees, agents, representatives, shareholders, affiliates, and assigns and successors, from and against any and all losses, costs, damages, expenses (including reasonable legal fees and defense costs), claims, causes of action or liability, directly or indirectly, relating to or arising from the Customer's use, or the storage, release, discharge, handling or presence of ACM, mold (actual or alleged and regardless of the cause of such condition) or Non-JCI Hazardous Materials on, under or about the facilities, or Customer's failure to comply with this Section 9.

10. CHANGE ORDERS. The parties, without invalidating this Agreement, may request changes in the Work to be performed under this Agreement, consisting of additions, deletions, or other revisions to the Work ("Change Orders"). The price and payment terms, time for performance and, if necessary, the Assured Performance Guarantee, shall be equitably adjusted in accordance with the Change Order. Such adjustments shall be determined by mutual agreement of the parties. Customer and JCI shall explore and consider value engineering options when evaluating change orders involving additional costs. JCI may delay performance until adjustments arising out of the Change Order are clarified and agreed upon in writing. Any Change Order must be signed by an authorized representative of each party.

The Authorized Representative for the Customer shall be the Business Manager who will have the authority to approve any Change Order below \$15,000. Any Change Order, resulting in an amount over \$15,000, shall be valid only on the approval of the Library Board.

If concealed or unknown conditions are encountered at the project, differing from the conditions represented by Customer in the bid documents or otherwise disclosed by Customer to JCI prior to the commencement of the Work, price and payment terms, time for performance and, if necessary, the Assured Performance Guarantee, shall be equitably adjusted. Claims for equitable adjustment may be asserted in writing within a reasonable time from the date a party becomes aware of a change to the Work by written notification. Failure to promptly assert a request for equitable adjustment, however, shall not constitute a waiver of any rights to seek any equitable adjustment with respect to such change.

11. CUSTOMER FINANCING; TREATMENT; TAXES. The parties acknowledge and agree that JCI is not making any representation or warranty to Customer with respect to matters not expressly addressed in this Agreement, including, but not limited to:

- (a) Customer's ability to obtain or make payments on any financing associated with paying for the Improvement Measures, related services, or otherwise;
- (b) Customer's proper legal, tax, accounting, or credit rating agency treatment relating to this Agreement; and
- (c) the necessity of Customer to raise taxes or seek additional funding for any purpose.

Customer is solely responsible for its obligations and determinations with respect to the foregoing matters. In addition, the parties acknowledge and agree that Customer shall be responsible to comply,

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at its cost and expense, with all Laws that may be applicable to it relating to performance contracting, including, without limitation, any requirements relating to the procurement of goods and/or services and any legal, accounting, or engineering opinions or reviews required or obtained in connection with this Agreement.

- 12. INSURANCE.** JCI shall maintain insurance in amounts no less than those set forth below in full force and effect at all times until the Work has been completed, and shall provide a certificate evidencing such coverage promptly following Customer's request therefor.

COVERAGES	LIMITS OF LIABILITY
Workmen's Compensation Insurance or self-insurance, including Employer's Liability	Statutory
Commercial General Liability Insurance	\$5,000,000 Per Occurrence \$5,000,000 Aggregate
Comprehensive Automobile Liability Insurance	\$5,000,000 Combined Single Limit

The above limits may be obtained through primary and excess policies, and may be subject to self-insured retentions.

- 13. INDEMNIFICATION.** To the fullest extent permitted by applicable Law, each party shall indemnify the other with respect to any third party claim alleging bodily injury, including death, or property damage to the extent such injury or damage is caused by the negligence or willful misconduct of the indemnifying party. A condition precedent to any obligation of a party to indemnify the other pursuant to this Section 13 shall be for the indemnified party to promptly advise the indemnifying party of the claim pursuant to the notice provision of this Agreement.

- 14. LIMITATION OF LIABILITY.** NEITHER JCI NOR CUSTOMER WILL BE RESPONSIBLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, REMOTE, PUNITIVE, EXEMPLARY, LOSS OF PROFITS OR REVENUE, LOSS OF USE, OR SIMILAR DAMAGES, REGARDLESS OF HOW CHARACTERIZED AND REGARDLESS OF A PARTY HAVING BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSSES OR RELIEF, ARISING IN ANY MANNER FROM THIS AGREEMENT, THE WORK, THE IMPROVEMENT MEASURES, THE PREMISES, THE M&V SERVICES, OR OTHERWISE, WITHOUT LIMITING JCI'S EXPRESS OBLIGATIONS UNDER THE ASSURED PERFORMANCE GUARANTEE, JCI'S LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL IN NO EVENT EXCEED THE AMOUNT OF THE PAYMENTS ACTUALLY RECEIVED BY JCI UNDER SCHEDULE 4. If this Agreement covers fire safety or security equipment, Customer understands that JCI is not an insurer regarding those services, and that JCI shall not be responsible for any damage or loss that may result from fire safety or security equipment that fails to prevent a casualty loss. The foregoing waivers and limitations are fundamental elements of the basis for this Agreement between JCI and Customer, and each party acknowledges that JCI would not be able to provide the work and services contemplated by this Agreement on an economic basis in the absence of such waivers and limitations, and would not have entered into this Agreement without such waivers and limitations.

- 15. FORCE MAJEURE.** Neither party will be responsible to the other for damages, loss, injury, or delay caused by conditions that are beyond the reasonable control, and without the intentional misconduct or negligence of that party. Such conditions (each, a "Force Majeure") include, but are not limited to: acts of God; acts of government agencies; strikes; labor disputes; fires; explosions or other casualties; thefts; vandalism; riots or war; acts of terrorism; electrical power outages; interruptions or degradations in telecommunications, computer, or electronic communications systems; changes in Laws; or

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unavailability of parts, materials or supplies matters related to environmental review including CEQA Certification, CEQA challenges and litigation related to environmental review/CEQA.

- 16. JCI'S PROPERTY.** All materials furnished or used by JCI personnel and/or JCI subcontractors or agents at the installation site, including documentation, schematics, test equipment, software and associated media remain the exclusive property of JCI or such other third party. Customer agrees not to use such materials for any purpose at any time without the express authorization of JCI. Customer agrees to allow JCI personnel and/or JCI subcontractors or agents to retrieve and to remove all such materials remaining after installation or maintenance operations have been completed. Customer acknowledges that any software furnished in connection with the Work and/or M&V Services is proprietary and subject to the provisions of any software license agreement associated with such software. Notwithstanding the aforementioned, the Customer shall have full use of the Plans, Specification and/or As-Built Drawings for future planning, maintenance activities, clarifications or any other uses in its day to day operational activities.
- 17. DISPUTES.** JCI and Customer will attempt to settle any controversy, dispute, difference, or claim between them concerning the performance, enforcement, or interpretation of this Agreement (collectively, "Dispute") through direct discussion in good faith, but if unsuccessful, will submit any Dispute to non-binding mediation in the nearest major metropolitan area of the state where the project is performed. If the parties are unable to agree on a mediator or a date for mediation, either party may request JAMS, Inc. to appoint a mediator and designate the time and procedure for mediation. Such mediator shall be knowledgeable, to each party's reasonable satisfaction, with respect to matters concerning construction law. Neither JCI nor Customer will file a lawsuit against the other until not less than sixty (60) days after the mediation referred to herein has occurred, unless one or both parties is genuinely and reasonably concerned that any applicable statute of limitations is on the verge of expiring. JCI AND CUSTOMER HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL AS TO ANY CLAIM OR CAUSE OF ACTION BASED UPON, ARISING OUT OF OR DIRECTLY OR INDIRECTLY RELATED TO THIS AGREEMENT, INCLUDING CONTRACT, TORT AND STATUTORY CLAIMS, AND EACH OF THE PARTIES HERETO ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THIS WAIVER IN ENTERING INTO THIS AGREEMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS UNDER THIS AGREEMENT.
- 18. GOVERNING LAW.** This Agreement and the construction and enforceability thereof shall be interpreted in accordance with the laws of the state where the Work is conducted.
- 19. CONSENTS; APPROVALS; COOPERATION.** Whenever Customer's consent, approval, satisfaction or determination shall be required or permitted under this Agreement, and this Agreement does not expressly state that Customer may act in its sole discretion, such consent, approval, satisfaction or determination shall not be unreasonably withheld, qualified, conditioned or delayed, whether or not such a "reasonableness" standard is expressly stated in this Agreement. Whenever Customer's cooperation is required by JCI in order to carry out JCI's obligations hereunder, Customer agrees that it shall act in good faith and reasonably in so cooperating with JCI and/or JCI's designated representatives or assignees or subcontractors. Customer shall furnish decisions, information, and approvals required by this Agreement in a timely manner so as not to delay the performance of the Work or M&V Services.
- 20. FURTHER ASSURANCES.** The parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.

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21. **INDEPENDENT CONTRACTOR.** The relationship of the parties hereunder shall be that of independent contractors. Nothing in this Agreement shall be deemed to create a partnership, joint venture, fiduciary, or similar relationship between the parties.
22. **POWER AND AUTHORITY.** Each party represents and warrants to the other that (i) it has all requisite power and authority to execute and deliver this Agreement and perform its obligations hereunder, (ii) all corporate, board, body politic, or other approvals necessary for its execution, delivery, and performance of this Agreement have been or will be obtained, and (iii) this Agreement constitutes its legal, valid, and binding obligation.
23. **SEVERABILITY.** In the event that any clause, provision, or portion of this Agreement or any part thereof shall be declared invalid, void, or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this Agreement unless the result would be manifestly inequitable or materially impair the benefits intended to inure to either party under this Agreement.
24. **COMPLETE AGREEMENT.** It is understood and agreed that this Agreement contains the entire agreement between the parties relating to all issues involving the subject matter of this Agreement. No binding understandings, statements, promises or inducements contrary to this Agreement exist. This Agreement supersedes and cancels all previous agreements, negotiations, communications, commitments and understandings with respect to the subject matter hereof, whether made orally or in writing. Each of the parties to this Agreement expressly warrants and represents to the other that no promise or agreement which is not herein expressed has been made to the other, and that neither party is relying upon any statement or representation of the other that is not expressly set forth in this Agreement. Each party hereto is relying exclusively on the terms of this Agreement, its own judgment, and the advice of its own legal counsel and/or other advisors in entering into this Agreement. Customer acknowledges and agrees that any purchase order issued by Customer associated with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes. No purchase order shall be considered a counteroffer, amendment, modification, or other revision to the terms of this Agreement.
25. **HEADINGS.** The captions and titles in this Agreement are for convenience only and shall not affect the interpretation or meaning of this Agreement.
26. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one single agreement between the parties.
27. **NOTICES.** All notices or communications related to this Agreement shall be in writing and shall be deemed served if and when sent by facsimile or mailed by certified or registered mail: to Johnson Controls, Inc. at the address listed on the first page of this Agreement, ATTN: Regional Solutions Manager, with a copy to Johnson Controls, Inc., ATTN: General Counsel – Building Efficiency Americas, 507 East Michigan Street, Milwaukee, Wisconsin, 53202; and to Customer at the address listed on the first page of this Agreement.

Johnson Controls, Inc. Initials: _____

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PLACENTIA LIBRARY DISTRICT

JOHNSON CONTROLS, INC.

Signature: _____

Signature: _____

Printed Name: Jeanette Contreras

Printed Name: Bradley J Harlow

Title: Library Director

Title: Area General Manager, Energy Solutions

Date: _____

Date: _____

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**SCHEDULE 1 – SCOPE OF WORK
Improvement Measures**

Scope of Work General

Johnson Controls will provide the Placentia Library District with the following Facility Improvement Measures (FIMs). All work will be performed at the Main Library located at 411 E Chapman Ave, Placentia, CA 92870 and contiguous property shared with the City of Placentia, City Hall Building. The scope of work is further defined herein.

Table 1-1: Scope of Work of Facility Improvement Measures (FIMs)

FIM NUMBER	FIM
L-1	Lighting Retrofit
H-1	Replace HVAC Equipment and Controls
S-1	Solar PV System
E-1	Roof Replacement

FIM L-1 Interior Lighting Retrofit

JCI shall provide interior lighting retrofit work that will include labor, materials, transportation, and storage for materials as identified in Appendix 1 - Lighting Scope of Work.

"Retrofits" in which new components (e.g. lamps, ballasts) are installed and the existing fixture housing are reused.

"Replacements" in which a new fixture of similar form to the existing is installed in the current location.

"Re-lamps" in which the existing lamp is replaced with a new lamp of similar form.

Unless otherwise specified, the basis for the lighting retrofit selections is to maximize energy savings and to meet or exceed existing light levels. It is not the intent to redesign the existing lighting system, change fixture orientation or provide revised lighting layouts unless specifically indicated. If such items are required by the authority having jurisdiction (AHJ), these items may be provided at an additional cost.

Includes:

In general the following are the significant elements of the lighting retrofit scope of work unless otherwise noted in Appendix 1, which itemizes the work in detail:

1. Demolition
 - a. Remove and dispose of existing lamps and ballasts where work is proposed. Recycling of lamps and ballasts shall be performed in compliance with applicable California EPA regulations.
2. Construction
 - a. Electrical
 - i. Furnish and install new lighting materials as indicated in Appendix 1. Provide switching and occupancy sensors where required by Title 24.

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SCHEDULE 1

- ii. If specified materials become either temporarily or permanently unavailable for reasons beyond the control of JCI, then the expected time for performance of the work will be extended to the extent of unavailability and JCI reserves the right to provide equivalent substitutions at no price increase.
- iii. Reinstall existing lenses and wipe down with dry cloth.

Excludes:

1. Modification or replacement of electrical distribution systems. All circuit breakers, contactors and switches are assumed to be operational. All electrical wiring is assumed to be in good condition and compliant with current NEC requirements.
2. Any work required to bring egress lighting or emergency lighting into code compliance. No work is proposed on these fixtures unless indicated in Appendix 1.
3. The addition of light fixtures in "poorly lit" areas is excluded unless indicated in Appendix 1.
4. Any existing dimming system operating fluorescent lighting will remain "as is" and is excluded unless indicated in Appendix 1.
5. Provision of new fixtures is excluded unless indicated in Appendix 1.
6. Disposal of PCB ballasts is excluded. After performing a site evaluation, JCI does not expect to encounter PCB ballasts.
7. Fixtures in inaccessible areas that could not be documented during the audit (i.e. concealed or inaccessible) are not included in the Scope of Work. Any spaces which are not listed in Appendix 1 are not a part of scope of work and would need to be added as a change order.
8. Engineering design drawings beyond basic documentation required to obtain a building permit are excluded.
9. Removal or replacement of ceiling tiles is excluded unless specified by customer or scope.
10. Existing decorative and stage light fixtures will remain "as is" unless noted in Appendix 1.
11. Reconfiguration of existing fixture layout unless otherwise noted.
12. Replacement of the existing lighting sockets unless otherwise noted in Appendix 1.
13. Repair or replacement of existing equipment (EG: switches, breakers, wiring, battery packs, controls, etc.).
14. Any additional electrical wiring other than that required for ballast replacement within the existing lighting fixtures, the installation on new fixtures where indicated in Appendix 1, the installation of occupancy sensors and other controls.
15. Ongoing calibration or adjustment of the lighting control devices post installation. JCI will set controls to the agreed upon settings at time of installation only.
16. Repair or replacement of yellowed, cracked, damaged or missing fixture lenses, louvers or other components unless indicated in Appendix 1. New lenses are excluded unless existing lenses are broken or damaged during the installation.
17. Painting, plastering or any other type of repair to existing mounting surfaces after the removal or replacement of fixtures, unless otherwise noted.

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SCHEDULE 1

Includes:

In general the following are the significant elements of the scope of work unless otherwise noted:

1. Professional Services
 - a. JCI shall be authorized to act as the Owner's Representative during demolition and construction of the HVAC system. JCI shall have complete authority to approve or deny all design engineering plans and construction materials, means, and methods. If the HVAC system is not installed and operated consistent with JCI's direction in acting as the Owner's Representative then the guaranteed savings will be adjusted to reflect as-built conditions.
2. HVAC System
 - a. In the main electrical room, remove and dispose of the existing 800 Amp main distribution panel.
 - b. Provide roof penetrations to site new HVAC equipment. Patch and seal any openings created in the performance of the work which are not required for operation of the new system (EG: furnace venting penetrations).
 - c. Provide roof patching for new HVAC units in the work area situated over the existing mechanical room.
 - d. Furnish nine (9) heat pump HVAC units manufactured by York. Installation by others.
 - e. Provide a new 800 Amp main distribution panel in existing location.

Excludes:

1. Provision of temporary air conditioning is excluded.
2. Decorative equipment screens of any kind, for aesthetic purposes, are excluded.
3. Modification or replacement of the existing fire life safety system, or sub-components, is excluded.
4. Remodeling of the mechanical room is excluded. Also excluded is the relocation of Customer owned property within the mechanical room and demolition of any concrete pads located therein.

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FIM S-1 Solar PV System

This measure includes the installation of a photovoltaic (PV) system. The PV system will generate electricity through the conversion of solar energy. The system(s) will be interconnected to the facility's electrical main distribution panel.

The preliminary layout of the PV system is shown in Figure 1-2.

Figure 1-2: Preliminary System Layout



Table 1-2

System Type	Nominal Capacity	Electrical Point of Connection
Rooftop	79.0 kW _{DC}	Main distribution panel of the building; located indoors.

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SCHEDULE 1

Includes:

In general the following are the significant elements of the scope of work unless otherwise noted:

1. Provide engineering plans, calculations, and documents for permit issuance. Provide as-built record documentation after the completion of the work.
2. Utility Coordination
 - a. With Customer assistance and sign off, complete applications for utility interconnection.
 - b. Attend Customer meetings with the Utility provider to address design and interconnection items as needed.
3. Solar PV
 - a. Rooftop
 - i. For PV arrays mounted on low-slope (or flat) roofing, provide racking designed specifically for installation onto low-slope (or flat) roofs.
 - ii. Provide PV modules. By JA Solar or equivalent as approved by Johnson Controls.
 - iii. Provide inverters. By Solectria or equivalent as approved by Johnson Controls.
 - iv. Provide the electrical balance of system. This includes conduit, wiring, electrical connections, and interconnection.
 - v. Provide roof patching for any roof penetrations required for installing solar racking.
 - b. Data Acquisition System (DAS)
 - i. Provide revenue grade metering and web based DAS including monitoring system manufactured by Locus or equivalent as approved by Johnson Controls.
 - ii. Provide two (2) additional sets of current transducers (CTs) to sub-meter building electricity usage and demand. One (1) set of CTs shall monitor power drawn by the Library from the service located at the Placentia City Hall Building. One (1) set of CTs shall monitor power drawn by an exterior lighting circuit which powers lights that are the responsibility of the Placentia City Hall Building.
 - iii. DAS shall transmit data via cellular modem.
 - iv. Monitoring system includes one meteorological station to monitor plane-of-array irradiance, cell temperature, ambient temperature, and wind speed.
 - v. Monitoring system includes five year subscription for monitoring service. Monitoring system includes five year cellular data plan if needed. After the initial five years, Customer must contract to maintain the monitoring service for the term of the M&V period.
 - vi. Configure web based data monitoring of solar PV systems provided as part of this contract from a single web interface. Incorporate the additional CTs into the interface to log the net electricity usage and demand of the Library for the purpose of generating a statement to negotiate billing charges with the City of Placentia. Net electricity usage is the metered usage from the Placentia City Hall Building minus solar PV generation minus sub-metered exterior lighting usage.
4. Provide startup of new equipment in accordance with manufacturer's written instructions.
5. Including one initial module washing at the time of startup.
6. Provide functional performance testing of new equipment.
7. 20 year manufacturer warranty on Solectria Inverter(s) and 20 year manufacturer warranty on JA Solar PV modules.

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SCHEDULE 1

Excludes:

1. Tree trimming. Trees located to the east of the building may shade the solar PV arrays. Any trimming required to maintain the generation output of the PV system is the responsibility of the Customer and shall not be provided by Johnson Controls.
2. Re-roofing of any roofs with Spanish tile or any flat roofing surrounded by Spanish tile.
3. Repair of roof decking that is discovered to be deficient (water damage, termite damage, etc.) after the existing roofing system is removed. Roof decking in need of repair must be remedied by the Customer.
4. Relocation of drains or other roofing components.

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FIM E-1 Roof Replacement

This measure will result in the replacement of existing flat roofed areas. The preliminary schematic of the areas to receive new roofing is shown in Figure 1-3.

Figure 1-3: Re-roofing Schematic



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Includes:

In general the following are the significant elements of the scope of work unless otherwise noted:

1. Roofing
 - a. Remove and dispose of existing rock ballast.
 - b. Remove and dispose of existing low-slope (or flat) roofing down to the decking.
 - c. Provide new ½" fully adhered Dens Deck roof board.
 - d. Provide SIKA Sarnafil Single Ply Roofing Material. Material will be white, with high reflectivity and emissivity.
 - e. Provide and install curb, vent and parapet flashings.
 - f. Provide and install slip sheets and walk pads.
 - g. Provide 20 year Sarnafil roof warranty.

Excludes:

1. Hazardous material testing or removal.
2. Replacement of parapet wall sheet metal cap. The existing sheet metal cap will be reused and sealed.

GENERAL EXCLUSIONS (APPLICABLE TO ALL FIMs)

1. Permit fees. Johnson Controls has assumed that the City of Placentia will waive permit fees for this project. Fees, if required, will be paid in addition to the price of the work.
2. Work outside the hours of 6:00 a.m. through 5:00 p.m. Monday through Friday is excluded. Labor costs reflect performance of the work concurrently with the planned Library remodel project. If the work is not performed concurrently, and/or Johnson Controls and its subcontractors are required to work outside these hours, then the price of the work shall be modified.
3. Operation and maintenance training is excluded.

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SCHEDULE 2 – ASSURED PERFORMANCE GUARANTEE

OVERVIEW

The Assured Performance Guarantee for the Improvement Measures described in Schedule 1 shall be for twenty-five (25) years, and will have five (5) years of Measurement and Verification Services (M&V) that will take effect on the first day of the month that follows the date when the Certificate of Final Completion for the Performance Contract is approved and executed by the Customer and JCI. Such M&V Services will continue for sixty (60) consecutive months with an Annual Report provided each year within 60 days following the Anniversary Date of the commencement of the Performance Period. The specific details of the M&V processes, the International Performance Measurement and Verification Protocol (IPMVP) procedures, and savings are described in detail in the following sections.

In addition, the project's benefits, including operation and maintenance savings from efficiencies gained as a result of the project, were determined in collaboration with the Library Director and Library Business Manager at a project workshop held on 10/26/2017. The Workshop described in detail the M&V methodology to be applied and the procedures and details of the savings calculations. The Workshop also addressed the allocation of the costs between the Library and City Hall Building from the main meter and multiple strategies to address. Based upon this meeting the results are the following.

I. PROJECT BENEFITS

A. Certain Definitions. For purposes of this Agreement, the following terms have the meanings set forth below:

Annual Project Benefits are the portion of the projected Total Project Benefits to be achieved in any one year of the Guarantee Term.

Annual Project Benefits Realized are the Project Benefits actually realized for any one year of the Guarantee Term.

Annual Project Benefits Shortfall is the amount by which the Annual Project Benefits exceed the Annual Project Benefits Realized in any one year of the Guarantee Term.

Annual Project Benefits Surplus is the amount by which the Annual Project Benefits Realized exceed the Annual Project Benefits in any one year of the Guarantee Term.

Baseline is the mutually agreed upon data and/or usage amounts that reflect conditions prior to the installation of the Improvement Measures as set forth in Section III below.

Guarantee Term will commence on the first day of the month next following the Final Substantial Completion date and will continue for a period of twenty-five (25) years, subject to earlier termination as provided in this Agreement.

Installation Period is the period beginning on JCI's receipt of Customer's Notice to Proceed and ending on the commencement of the Guarantee Term. Project Benefits shall begin accruing, during the Installation Period, for each FIM once that FIM is substantially complete. Installation Period savings accrue as non-measured savings unless the Measurement & Verification Activities described in this Schedule 2 indicate otherwise.

Johnson Controls, Inc. Initials: _____

Customer Initials: _____

SCHEDULE 2

Installation Period Savings will continue accruing until the Certificate of Final Completion is executed.

Measured Project Benefits are the utility savings and cost avoidance calculated in accordance with the methodologies set forth in Section II below.

M&V Term will commence on the first day of the month next following the Final Completion date and will continue through the duration of the M&V Services set forth above, subject to earlier termination as provided in this Agreement.

Non-Measured Project Benefits are identified in Section II below. The Non-Measured Project Benefits have been agreed to by Customer and will be deemed achieved in accordance with the schedule set forth in the Total Project Benefits table below. Customer and JCI agree that: (i) the Non-Measured Project Benefits may include, but are not limited to, future capital and operational costs avoided as a result of the Work and implementation of the Improvement Measures, (ii) achievement of the Non-Measured Project Benefits is outside of JCI's control, and (iii) Customer has evaluated sufficient information to conclude that the Non-Measured Project Benefits will occur and bears sole responsibility for ensuring that the Non-Measured Project Benefits will be realized. Accordingly, the Non-Measured Project Benefits shall not be measured or monitored by JCI at any time during either the M&V Term or the Guarantee Term, but rather shall be deemed achieved in accordance with the schedule set forth in the Total Project Benefits table below.

Project Benefits are the Measured Project Benefits plus the Non-Measured Project Benefits to be achieved for a particular period during the term of this Agreement.

Total Project Benefits are the projected Project Benefits to be achieved during the entire term of this Agreement.

- B. Project Benefits Summary.** Subject to the terms and conditions of this Agreement, JCI and Customer agree that Customer will be deemed to achieve a total of \$383,208 in Non-Measured Project Benefits, and JCI guarantees that Customer will achieve a total of \$1,979,476 in Measured Project Benefits during the term of this Agreement, for Total Project Benefits of \$2,362,685, as set forth in the Total Project Benefits Table 2-1.

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SCHEDULE 2

Table 2-1: Total Benefits (Overall Project)

YEAR	MEASURED UTILITY COST AVOIDANCE**	NON-MEASURED O&M SAVINGS	NON-GUARANTEED UTILITY REBATES	TOTAL ANNUAL BENEFITS
0*	\$6,644	\$0	\$0	\$6,644
1	\$48,047	\$10,300	\$1,034	\$59,381
2	\$49,931	\$10,609	\$0	\$60,540
3	\$51,887	\$10,927	\$0	\$62,815
4	\$53,922	\$11,255	\$0	\$65,177
5	\$56,035	\$11,593	\$0	\$67,628
6	\$58,232	\$11,941	\$0	\$70,173
7	\$60,515	\$12,299	\$0	\$72,814
8	\$62,887	\$12,668	\$0	\$75,554
9	\$65,352	\$13,048	\$0	\$78,400
10	\$67,913	\$13,439	\$0	\$81,352
11	\$70,576	\$13,842	\$0	\$84,418
12	\$73,343	\$14,258	\$0	\$87,601
13	\$76,217	\$14,685	\$0	\$90,902
14	\$79,205	\$15,126	\$0	\$94,331
15	\$82,308	\$15,580	\$0	\$97,888
16	\$85,535	\$16,047	\$0	\$101,582
17	\$88,888	\$16,528	\$0	\$105,417
18	\$92,371	\$17,024	\$0	\$109,395
19	\$95,992	\$17,535	\$0	\$113,527
20	\$99,753	\$18,061	\$0	\$117,814
21	\$103,663	\$18,603	\$0	\$122,266
22	\$107,727	\$19,161	\$0	\$126,888
23	\$111,947	\$19,736	\$0	\$131,683
24	\$116,336	\$20,328	\$0	\$136,663
25	\$120,893	\$20,938	\$0	\$141,831
TOTAL	\$1,986,120	\$375,530	\$1,034	\$2,362,685

*Year 0 represents the Installation Period. Any savings that are projected to occur during this time period are not guaranteed.

** Utility Cost Avoidance figures in the table above are based on anticipated increases in unit energy costs as set forth in the table in Section IV below.

Johnson Controls, Inc. Initials: _____

Customer Initials: _____

SCHEDULE 2

Within sixty (60) days of the commencement of the M&V Term, JCI will calculate the Measured Project Benefits achieved during the Installation Period plus any Non-Measured Project Benefits applicable to such period and advise Customer of same. Any Project Benefits achieved during the Installation Period may, at JCI's discretion, be allocated to the Annual Project Benefits for the first year of the M&V Term. Within sixty (60) days of each anniversary of the commencement of the M&V Term, JCI will calculate the Measured Project Benefits achieved for the applicable year plus any Non-Measured Project Benefits applicable to such period during the M&V Term and advise Customer of same.

Customer acknowledges and agrees that if, for any reason, it (i) cancels or terminates receipt of M&V Services, (ii) fails to pay for M&V Services in accordance with Schedule 4, (iii) fails to fulfill any of its responsibilities necessary to enable JCI to complete the Work and provide the M&V Services, or (iv) otherwise cancels, terminates or materially breaches this Agreement, the Assured Performance Guarantee shall automatically terminate and JCI shall have no liability hereunder.

C. Project Benefits Shortfalls or Surpluses

- (i) ***Project Benefits Shortfalls.*** If an Annual Project Benefits Shortfall occurs for any one year of the M&V Term, JCI shall, at its discretion and in any combination, (a) set off the amount of such shortfall against any unpaid balance Customer then owes to JCI, (b) where permitted by applicable law, increase the next year's amount of Annual Project Benefits by the amount of such shortfall, (c) pay to Customer the amount of such shortfall, or (d) subject to Customer's agreement, provide to Customer additional products or services, in the value of such shortfall, at no additional cost to Customer; provided, however, that if such a Shortfall occurs in the last year of the M&V Term, then JCI shall not have the option set forth in clause (b).
- (ii) ***Project Benefits Surpluses.*** If an Annual Project Benefits Surplus occurs for any one year of the M&V Term, JCI may, at its discretion and in any combination, (a) apply the amount of such surplus to set off any subsequent Annual Project Benefit Shortfall during the M&V Term, or (b) bill Customer for the amount of payments made pursuant to Section C(i)(c) above and/or the value of the products or services provided pursuant to clause C(i)(d) above, in an amount not to exceed the amount of such surplus. Project Benefits Surpluses will be carried over from one guarantee year to the next and any such surpluses will accumulate over the M&V Term. This accumulated surplus will be utilized to set off any subsequent Annual Project Benefit Shortfall during the M&V Term. Any savings achieved during the installation period savings, which are not guaranteed, will also be included in the cumulative surplus savings.
- (iii) ***Additional Improvements.*** Where an Annual Project Benefits Shortfall has occurred, JCI may, subject to Customer's approval (which approval shall not be unreasonably withheld, conditioned, or delayed), implement additional Improvement Measures, at no cost to Customer, which may generate additional Project Benefits in future years of the Guarantee Term.

Johnson Controls, Inc. Initials: _____

Customer Initials: _____

D. Energy Savings Dispute. To remedy a dispute over the Annual Project Benefits, both parties will mutually agree to select a disinterested third party engineer and agree to abide by the independent Engineer's report.

- (i) **Engineers Credentials.** The Engineer shall be a California registered Professional Engineer (PE) in good standing. In addition, the Engineers shall be certified by the Association of Energy Engineers with the designations of a Certified Energy Manager (CEM) and Certified Measurement & Verification Professional (CMVP),
- (ii) **Engineers Compensation.** If the third party engineer's review indicates a shortfall of greater than ten (10%) of JCI's Annual Benefit Report, JCI, will reimburse the Customer for all reasonable costs for the third party engineer's review costs.
- (iii) **JCI's Compensation.** If the third party engineer's review does not indicate an error of more than a ten (10%) percent shortfall of JCI's Annual Project Benefits, the Customer will be responsible for JCI's reasonable engineering costs to substantiate the savings report.

E. Project Benefits Shortfalls or Surpluses at the end of the M&V Term

At the end of the M&V Term, upon completion of the final Energy Year's Savings Report, JCI will both (1) calculate the Annual Project Benefits Realized for that year, including any shortfall payments, and (2) determine whether the aggregate of the Annual Project Benefits Realized during the M&V Term (the "Total Realized Benefits") exceed or are less than the aggregate of the Annual Project Benefits during the same time period (the "Total Anticipated Benefits"). If the Total Realized Benefits exceed the Total Anticipated Benefits, then savings guarantee shall have been met for the remaining Guarantee Term (years 6 through 25).

If the Total Realized Benefits are short of the Total Anticipated Benefits, and the shortfall has not been otherwise mitigated by JCI, the average shortfall over the M&V Term will be multiplied by the twenty (20) years remaining on the Guarantee Term, and will be discounted, at the rate of three and three tenths percent (3.30%), to establish the net present value of the aggregate remaining shortfall. JCI will remit payment of the net present value of the aggregate remaining shortfall within 90 days of the determination.

If the Total Realized Benefits are short of the Total Anticipated Benefits, and the shortfall has been mitigated by JCI, the average shortfall over the M&V Term, after offsetting the effects of JCI's shortfall mitigation efforts, will be multiplied by the twenty (20) years remaining on the Guarantee Term, and will be discounted, at the rate of three and three tenths percent (3.30%), to establish the net present value of the aggregate remaining shortfall. JCI will remit payment of the net present value of the aggregate remaining shortfall within 90 days of the determination.

Johnson Controls, Inc. Initials: _____

Customer Initials: _____

II. MEASUREMENT AND VERIFICATION METHODOLOGIES

The following is a brief overview of the measurement and verification methodologies applicable to the Improvement Measures set forth below. JCI shall apply these methodologies, as more fully detailed in the guidelines and standards of the International Performance Measurement and Verification Protocol (IPMVP) in connection with the provision of M&V Services hereunder.

IPMVP Option A

Retrofit Isolation: Key Parameter Measurement

Measured Project Benefits are determined by partial field measurement of the energy use of the system(s) to which an Improvement Measure was applied separate from the energy use of the rest of the facility. Specific measurement means that some but not all parameters will be measured. Careful review of the design and installation of Improvement Measures is intended to demonstrate that the agreed upon parameters fairly represent the actual parameters. Agreed upon parameters will be shown in the measurement and verification plan. Engineering calculations using measurements and agreed upon parameters are used to calculate Measured Project Benefits for the duration of the M&V Term. In certain instances, as set forth in the Measurement & Verification Plan contained herein, pre-retrofit measurements will be taken during the construction period, and in advance of equipment installation, in order to establish certain baseline parameters. Measured Project Benefits from the following Improvement Measures will be calculated using Option A:

Table 2-2: Option A Applicable FIMs

FIM NUMBER	FIM
L-1	Interior Lighting Retrofit
H-1	Replace HVAC Equipment and Controls

IPMVP Option B

Retrofit Isolation: All Parameter Measurement

Measured Project Benefits are determined by field measurement of the energy use of the systems to which an Improvement Measure was applied separate from the energy use of the rest of the facility. Short-term, long-term or continuous measurements are taken throughout the pre and post-retrofit periods. Engineering calculations using short-term, long-term or continuous pre and post-retrofit measurements are used to calculate the Measured Project Benefits for the duration of the M&V Term. Measured Project Benefits from the following Improvement Measures will be calculated using IPMVP Option B:

Table 2-3: Option B Applicable FIMs

FIM NUMBER	FIM
S-1	Solar PV System

Johnson Controls, Inc. Initials: _____

Customer Initials: _____

CHANGES IN USE OR CONDITION; ADJUSTMENT TO BASELINE
AND/OR ANNUAL PROJECT BENEFITS

Customer agrees to notify JCI, within fourteen (14) days, of (i) any actual or intended change, whether before or during the Guarantee Term, in the use of any facility, equipment, or Improvement Measure to which this Schedule applies; (ii) any proposed or actual expansions or additions to the premises or any building or facility at the premises; (iii) a change to utility services to all or any portion of the premises; or (iv) any other change or condition arising before or during the M&V Term that reasonably could be expected to change the amount of Project Benefits realized under this Agreement.

Such a change, expansion, addition, or condition would include, but is not limited to: (a) changes in the primary use of any facility, Improvement Measure, or portion of the premises; (b) changes to the hours of operation of any facility, Improvement Measure, or portion of the premises; (c) changes or modifications to the Improvement Measures or any related equipment; (d) changes to the M&V Services provided under this Agreement; (e) failure of any portion of the premises to meet building codes; (f) changes in utility suppliers, utility rates, method of utility billing, or method of utility purchasing; (g) insufficient or improper maintenance or unsound usage of the Improvement Measures or any related equipment at any facility or portion of the premises (other than by JCI); (h) changes to the Improvement Measures or any related equipment or to any facility or portion of the premises required by building codes or any governmental or quasi-governmental entity; (i) additions or deletions of Improvement Measures or any related equipment at any facility or portion of the premises; or (j) Customer's failure to adhere to or satisfy its obligations as set forth in Schedule 3 to this Agreement.

Such a change or condition need not be identified in the Baseline in order to permit JCI to make an adjustment to the Baseline and/or the Annual Project Benefits. If JCI does not receive the notice within the time period specified above or travels to either Customer's location or the project site to determine the nature and scope of such changes, Customer agrees to pay JCI, in addition to any other amounts due under this Agreement, the applicable hourly consulting rate for the labor required to determine the changes and to make any adjustments and/or corrections to the project as a result of the changes, plus all reasonable and documented out of pocket expenses, including travel costs. Upon receipt of such notice, or if JCI independently learns of any such change or condition, JCI shall calculate and send to Customer a notice of adjustment to the Baseline and/or Annual Project Benefits to reflect the impact of such change or condition, and the adjustment shall become effective as of the date the change or condition first arose. Should Customer fail to promptly provide JCI with notice of any such change or condition, JCI may make reasonable estimates as to the impact of such change or condition and as to the date on which such change or condition first arose in calculating the impact of such change or condition, and such estimates shall be conclusive.

Johnson Controls, Inc. Initials: _____

Customer Initials: _____

III. NON-MEASURED PROJECT BENEFITS

FIM E-1 Roof Replacement

No energy savings associated with this measure have been included in the estimated project benefits. The work will be performed for the purpose of ensuring the integrity of the roof after the installation of new solar PV and HVAC equipment. This will ensure that any leaks can be remedied under the roofing warranty without additional cost for disassembly of the PV system.

JCI will verify that the proposed scope has been implemented. Any deviation from the proposed scope and its impact to the guaranteed savings will be documented in the post-installation report. No additional M&V services are being offered for this FIM; nor will it affect the terms of the performance guarantee.

DRAFT

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Customer Initials: _____

IV. BASELINE CALCULATIONS AND UTILITY RATES

UTILITY BASELINE

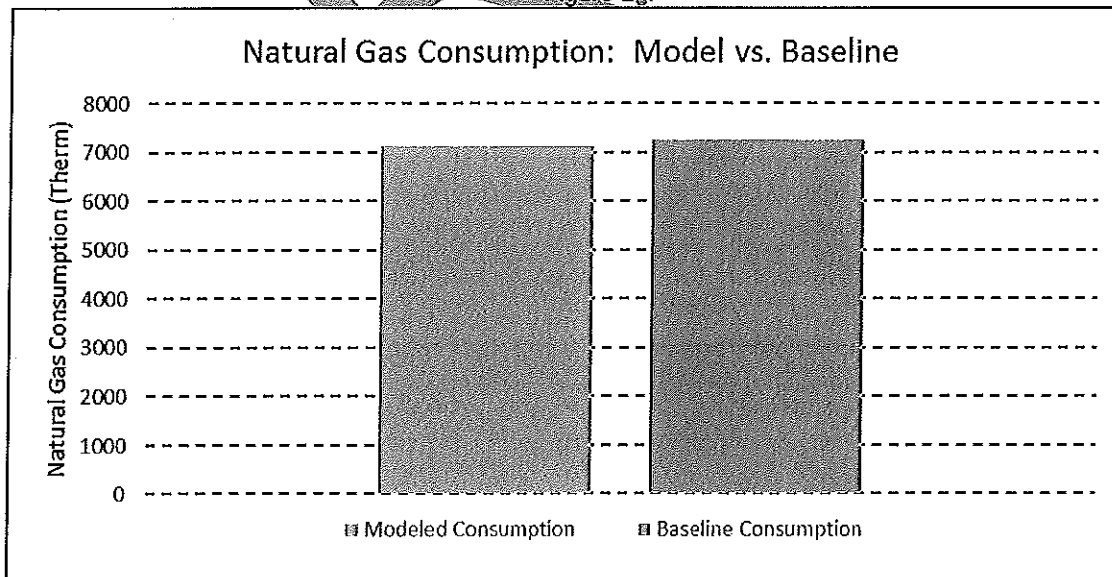
The Placentia Library is a single building that receives natural gas service from Southern California Gas (SCG) and receives electrical service from Southern California Edison (SCE) via the City of Placentia, City Hall Building, located at 401 East Chapman Avenue, Placentia, CA 92870. The Placentia Library does not currently have its own SCE service. Electricity usage and demand at the Placentia Library is currently aggregated on a master meter located at the City of Placentia, City Hall Building. Electricity bills are allocated between the Library and City Hall Building based on a negotiated split; with the Library paying 35% of the total monthly charges.

The baseline natural gas usage for the facility is based on 12 months of bills from SCG from May 2016 through April 2017.

Because the electricity usage and demand of the Library is not currently measured by SCE, the baseline electricity usage must be estimated via calculation. To accomplish this task, JCI developed a 3D energy model of the facility to simulate electricity and natural gas usage for every hour of the year. The model was constructed to approximate the square footage of the facility, the building construction types (wall and roof insulation values, etc.), and equipment types (lighting, HVAC, computers). The operating hours of the facility and equipment were input into the model and simulated using weather data for the representative climate zone.

The model was calibrated such that the simulated natural gas usage closely approximates the measured natural gas usage reflected on the bills. This is the most direct indicator of the model's accuracy. The model was further calibrated such that electricity usage and demand falls within ranges that JCI, in its own experience, typically observes at similar facilities. Figure 2-1 shows the simulated natural gas baseline compared to the measured natural gas consumption for the baseline period. Table 2-4 shows the modeled electric baseline for Placentia Library. This will serve as the baseline for contractual purposes.

Figure 2-1



Johnson Controls, Inc. Initials: _____

Customer Initials: _____

Table 2-4: Baseline Utility Usage and Cost

Month	Simulated Peak Demand (kW)	Simulated Electricity Consumption (kWh)	Billed Electricity Cost (\$)	Billed Natural Gas Usage	Billed Natural Gas Cost (\$)	Billed Utility Cost Baseline (\$/YR)
January	95	31,890	\$3,467	966	\$838	\$4,305
February	95	29,690	\$3,653	804	\$671	\$4,324
March	93	31,360	\$3,861	908	\$671	\$4,532
April	102	28,410	\$4,175	580	\$480	\$4,655
May	110	27,870	\$4,377	881	\$675	\$5,052
June	108	27,800	\$6,888	788	\$624	\$7,512
July	132	32,890	\$7,238	491	\$446	\$7,684
August	126	35,310	\$7,089	202	\$226	\$7,315
September	125	31,750	\$6,805	406	\$200	\$7,005
October	97	28,880	\$4,697	211	\$409	\$5,106
November	96	29,590	\$3,908	825	\$238	\$4,146
December	94	32,120	\$3,503	193	\$893	\$4,396
Total	1,271	367,564	\$59,661	7,287	\$6,371	\$66,032

The energy model (created using eQUEST software) makes use of typical metrological year (TMY) data when calculating loads. In some instances actual weather differs from typical years. This explains some of the difference from model to baseline.

Savings are calculated by simulating the energy usage of the facility prior to implementing the FIMs, simulating the energy usage after implementing the FIMs, and subtracting the difference. The pre-retrofit and post-retrofit simulations both utilize TMY weather data and the accuracy of the savings is related to the accuracy of the model.

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SCHEDULE 2

BASELINE UTILITY RATES

The valuation of electricity and natural gas cost savings for the purpose of calculating Year 1 cost savings, prior to the application of utility rate escalation, shall be based on Table 2-5, Table 2-6, and Table 2-9. Table 2-5 and Table 2-6 summarize the applicable electricity rate schedule.

Table 2-5: Marginal Rates for Electricity Usage [\$/kWh]

SCE RATE SCHEDULE	SUMMER ON PEAK	SUMMER OFF PEAK	SUMMER SUPER OFF PEAK	WINTER ON PEAK	WINTER OFF PEAK	WINTER SUPER OFF PEAK
TOU-GS-3B	0.0960	0.0629	0.0462	0.0683	0.0585	0.0462

Table 2-6: Marginal Rates for Electricity Demand [\$/kW]

SCE RATE SCHEDULE	SUMMER ON PEAK	SUMMER OFF PEAK	SUMMER SUPER OFF PEAK	WINTER ON PEAK	WINTER OFF PEAK	WINTER SUPER OFF PEAK
TOU-GS-3B	\$33.96	\$3.05	NA	\$17.80	NA	NA

The application of electricity rates will vary according to the time of day when electricity is used and shall be based on the forthcoming updated Time of Use (TOU) periods. The anticipated schedules for new TOU periods, and those which shall be used as the basis for determining savings according to this contract, are as follows and presented in Table 2-7 and Table 2-8.

Table 2-7: Adopted TOU Periods (Weekdays)

TOU Period	Summer (June-October)	Winter (November-May)
On-peak	4:00 p.m.-9:00 p.m.	4:00 p.m.-9:00 p.m.
Off-peak	6:00 a.m.-4:00 p.m.; 9:00 p.m.-midnight	6:00 a.m.-4:00 p.m. excluding 10:00 a.m.-2:00 p.m. in March and April; 9:00 p.m.-midnight
Super-off-peak	Midnight-6:00 a.m.	Midnight-6:00 a.m.; 10:00 a.m.-2:00 p.m. in March and April

Table 2-8: Adopted TOU Periods (Weekends and Holidays)

TOU Period	Summer (June-October)	Winter (November-May)
On-peak	4:00 p.m.-9:00 p.m.	4:00 p.m.-9:00 p.m.
Off-peak	2:00 p.m.-4:00 p.m.; 9:00 p.m.-midnight	2:00 p.m.-4:00 p.m.; 9:00 p.m.-midnight
Super-off-peak	Midnight-2:00 p.m.	Midnight-2:00 p.m.

Johnson Controls, Inc. Initials: _____

Customer Initials: _____

Table 2-9 summarizes the natural gas rate schedule.

Table 2-9: Marginal Rate for Natural Gas Usage [\$/Therm]

SCG Rate Schedule	Effective Rate
GN-10	\$0.8431

For the purpose of calculating the dollar value of savings as part of the M&V services, blended effective electricity rates shall be used. Table 2-9 shows the blended rates to be utilized in recalculating the measured savings from the FIMs. The rates were calculated using Equation 1 and are based on dividing the calculated Year 1 cost savings, prior to applying escalation, by the Year 1 savings in units of electricity and natural gas. Escalation shall be applied to calculate the final dollar value of savings.

Equation 1: Blended Rate Calculation

$$\text{Blended Rate} \left(\frac{\$}{\text{Unit}} \right) = \frac{\text{Annual Cost Avoidance}}{\text{Annual Unit Savings}}$$

Table 2-9: Blended Rates for Calculating Savings During M&V Period

Electrical Usage Savings [\$/kWh]	Electrical Demand Savings [\$/kW]	Natural Gas Savings [\$/Therm]
\$0.0623	\$24.22	\$0.8432

UTILITY RATE ESCALATION

The Measured Utility Cost Avoidance shall be escalated annually by the actual utility cost escalation but such escalation shall be no less than the mutually agreed "floor" escalation rate of **four percent (4%)**. The first year of savings is scheduled to occur in 2019 and therefore for Year 1 savings, the calculated savings were escalated to account for the expected 6 month duration of construction (1.5 years) at the rate of 4% each year. The annual energy cost escalation rate was discussed during the Scope Workshop conducted on October 11, 2017 and at the M&V Workshop conducted on October 26, 2017 between the Customer and JCI.

Johnson Controls, Inc. Initials: _____

Customer Initials: _____

V. MEASUREMENT & VERIFICATION ACTIVITIES

JCI will perform the M&V Activities set forth below in connection with the Assured Performance Guarantee.

Data records maintained in the ordinary course of system operation shall be used and relied upon by Johnson Controls in connection with the Measurement and Verification Activities. Johnson Controls will use commercially reasonable efforts to ensure the integrity of the data collected to calculate the required metrics. In the event data are lost due to equipment failure, power failure or other interruption in data collection, transmission or storage, Johnson Controls will use reasonable engineering methods to estimate or replace the lost data.

Table 2-10: M&V Plan Summary

FIM	M&V Option	Installation Period Activities	Performance Period Activities
Lighting Retrofit	A	Pre. & Post-retrofit Wattage readings on a sample of fixtures	None. Installation Period results are agreed upon for the duration of the Guarantee Term.
HVAC Equipment and Controls	A	Verify EER/SEER of existing chillers and newly installed RTUs	None. Installation Period results are agreed upon for the duration of the Guarantee Term.
Solar PV	B	Verify proper installation and document changes in scope.	Collect PV production (kW, kWh) and insolation data to recalculate savings.
Roof Replacement	N/A	None. Any benefits are non-measured.	None. Any benefits are non-measured.

Johnson Controls, Inc. Initials: _____

Customer Initials: _____

FIM L-1 Lighting Retrofit

M&V Option and Summary

The savings for this FIM will be verified using IPMVP Option A, Retrofit Isolation with Key Parameter Measurement. The savings for this FIM are generated through a reduction in Wattage of the lighting system.

Measured Project Benefits are determined by field measurement of the energy use of the systems to which an Improvement Measure was applied separate from the energy use of the rest of the facility. Short-term, long-term or continuous measurements are taken throughout the pre and post-retrofit periods. Engineering calculations using short term, long-term or continuous pre and post-retrofit measurements are used to calculate the Measured Project Benefits for the duration of the M&V Term.

Savings Calculation Methodology:

Energy savings from LED lighting result from the reduction in Wattage required to provide an equivalent amount of light output. Savings are calculated using the following formulas.

$$\begin{aligned}
 \text{Actual kW Saving} &= \sum_u [(kW/\text{Fixture}_{\text{baseline}} \times \text{Quantity}_{\text{baseline}} - kW/\text{Fixture}_{\text{post}} \times \text{Quantity}_{\text{post}})]t, u \\
 \text{kWh Savings}_{\text{Lighting}} &= \sum_u [\text{Actual kW Savings}_u \times \text{Burn Hours}]t, u
 \end{aligned}$$

Where:

Measured parameters:

- $kW/\text{fixture}_{\text{baseline}}$ = lighting baseline demand per fixture for usage group u
- $kW/\text{fixture}_{\text{post}}$ = lighting demand per fixture during post-installation period for usage group u
- $\text{Quantity}_{\text{baseline}}$ = quantity of affected fixtures before the lighting retrofit for usage group u
- $\text{Quantity}_{\text{post}}$ = quantity of affected fixtures after the lighting retrofit for usage group u

And:

- kW Savings_u = kilowatt savings realized during the post-installation time for usage group u
- Agreed Upon Parameters:**
- Burn Hours = number of operating hours during the time period t for the usage group u

Johnson Controls, Inc. Initials: _____

Customer Initials: _____

SCHEDULE 2

Estimated Parameters:

Table 2-11: Annual Operating Hours of Lighting Systems

Estimated Parameters	Assumed Value	Justification, Source and Description
Operating Hours	Table 2-12	The lighting system annual operating hours by space type are agreed to be as shown in 2-12. These operating hours were established through information obtained from the Placentia Library.

Table 2-12: Annual Operating Hours of Lighting Systems*

Area Type	Pre-Retrofit Annual Operating Hours	Post-Retrofit Annual Operating Hours
Open Floor Plan Areas	3,388	2,372
Private Offices	3,388	2,372
Private Offices	2,372	2,372
Shared Space	3,388	3,388
Shared Space	3,388	2,372
Shared Space	2,372	2,372
Restrooms	3,388	3,388
Restrooms	2,372	2,372
Hallways	3,388	3,388
Hallways	2,372	2,372
Storage	3,388	3,388
Storage	3,388	2,372

*The pre-retrofit and post-retrofit lighting hours for each space are indicated in Appendix 1. California Energy Code (Title 24) mandates the installation of occupancy sensors in many spaces; this is expected to reduce lighting operating hours as shown.

Installation Period M&V Activities

During the installation period Johnson Controls will perform fixture Wattage measurements on the existing lighting system; prior to its removal. After installing the new lighting system, Johnson Controls will perform fixture Wattage measurements on the new equipment. The measured values will be utilized to update the savings equations and recalculate the savings associated with this FIM.

The scope of the final installation will be reconciled with the contract scope of work following acceptance of the project. Any deviation from the contract scope of work will be documented and the guaranteed savings will be adjusted to reflect the as-built scope of work.

Any savings that are projected to occur during the installation period are not guaranteed. However, the benefit achieved during the installation period will be calculated in accordance with the M&V plan.

Johnson Controls, Inc. Initials: _____

Customer Initials: _____

Performance Period M&V Activities

There are no performance period M&V activities associated with this FIM. The savings recalculated based upon the installation period M&V activities will be agreed upon for the remainder of the guarantee term and subjected to applicable escalation rates.

FIM H-1 Replace HVAC Equipment and Controls

M&V Option and Summary

The savings for this FIM will be verified using IPMVP Option A, Retrofit Isolation with Key Parameter Measurement. The savings for this FIM are generated through a reduction in energy used by the HVAC system; therefore, the measurement boundary is the HVAC system itself.

Savings Calculation Methodology:

HVAC savings were calculating using the software program eQUEST. Specifics of the analysis can be found in Section III of Schedule 2.

Once the baseline model is defined and calibrated, key variables are adjusted to reflect the results of the scope of work to be implemented in Schedule 1. For each change the model recalculates changes in HVAC performance. Parameters are varied in eQUEST for each FIM and results are resimulated; these are known as "Parametric Runs". These Parametric Runs are made in a specific order where each change made impacts any subsequent Parametric Run. Table 2-13 shows the order in which the parametric runs were performed, with previous measures constituting the baseline for each subsequent measure. Due to its complex nature, eQUEST calculations cannot be distilled into discrete formulae which can directly be related to specific measurement plans. Key variable inputs for the baseline model and each FIM are presented in Table 2-14.

Table 2-13 Model Parametric Run Order

Run 0	Calibrated Baseline
Run 1	FIM H-1: Replace HVAC Equipment and Controls

Johnson Controls, Inc. Initials: _____

Customer Initials: _____

SCHEDULE 2

Table 2-14: Parameter Values

Component	Reference(s)	Keyword	Baseline	FIM H-1	FIM L-1
SPACE	All Spaces	LIGHTING-W/AREA	2.08	2.08	0.0833
HVAC System	All Systems	TYPE	MZS	Pkgd Var Vol Var Temp	Pkgd Var Vol Var Temp
HVAC System	All Systems	COOL-SOURCE	CHILLED WATER	ELECTRIC DX	ELECTRIC DX
HVAC System	All Systems	COOLING-EIR	0.360	0.2476	0.2476
HVAC System	All Systems	HEAT-SOURCE	FURNACE	HEAT PUMP	HEAT PUMP
HVAC System	All Systems	FURNACE HIR / HEATING EIR	1.50	0.2402	.2402
HVAC System	All Systems	AIR/TEMP-CONTROL	UNDEFINED	STAGED VOLUME	STAGED VOLUME
HVAC System	All Systems	FAN-CONTROL	FAN-EIR FPLR	VARIABLE SPEED	VARIABLE SPEED
HVAC System	All Systems	MIN-FLOW-RATIO	1.0	0.40	0.40
HVAC System	All Systems	MIN-FAN-RATIO	1.0	0.30	0.30

DRAFT

Johnson Controls, Inc. Initials: _____

Customer Initials: _____

Installation Period M&V Activities

During the installation period Johnson Controls will document the rated cooling efficiency of the existing air cooled chillers; prior to their removal. After installing the new HVAC system, Johnson Controls will document the rated cooling efficiency of the new equipment. These documented values will be utilized to update the energy model (eQUEST variable "COOLING-EIR") and recalculate the savings associated with this FIM.

Johnson Controls will verify that the cooling efficiency of the new equipment meets or exceeds that which is indicated in Schedule 1. If the rating is different from the proposed value, the eQUEST variable "COOLING-EIR" will be updated to recalculate the savings.

The scope of the final installation will be reconciled with the contract scope of work following acceptance of the project. Any deviation from the contract scope of work will be documented and the guaranteed savings will be adjusted to reflect the as-built scope of work.

Any savings that are projected to occur during the installation period are not guaranteed. However, the benefit achieved during the installation period will be calculated in accordance with the M&V plan.

Performance Period M&V Activities

There are no performance period M&V activities associated with this FIM. The savings recalculated based upon the installation period M&V activities will be agreed upon for the remainder of the guarantee term and subjected to applicable escalation rates.

DRAFT

Johnson Controls, Inc. Initials: _____

Customer Initials: _____

FIM S-1 Solar PV System

M&V Option and Summary

The savings associated with this FIM will be measured using IPMVP Option B methodology. Measured Project Benefits are determined by field measurement of the energy use of the systems to which an Improvement Measure was applied separate from the energy use of the rest of the facility. Short-term, long-term or continuous measurements are taken throughout the pre and post-retrofit periods. Engineering calculations using short term, long-term or continuous pre and post-retrofit measurements are used to calculate the Measured Project Benefits for the duration of the M&V Term.

Savings Calculation Methodology:

Energy savings from solar PV results from the displacement of utility-provided electricity by PV array-produced electricity. The energy production of the PV system was estimated utilizing Typical Meteorological Year 3 (TMY3) weather data from the Fullerton Municipal NSRDB weather station. Hourly solar radiation data was used to calculate electrical energy output for a given PV array DC rating, AC derate factor and panel orientation.

$$\text{Annual Savings} = \text{Baseline kWh Charges} - \text{Post PV kWh Charges}$$

Where

$$\text{Baseline kWh Charges} = \text{Baseline kWh Profile} * \text{Baseline Rate Schedule}$$

And

$$\begin{aligned} \text{Post PV kWh Charges} \\ = (\text{Baseline kWh Profile} - \text{Measured PV kWh} \pm \text{kWh Adjustments}) \\ * \text{Baseline Rate Schedule} \end{aligned}$$

So

$$\text{Annual Savings} = (\text{Measured PV kWh} \pm \text{kWh Adjustments}) * \text{Baseline Rate Schedule}$$

And by substituting a blended effective rate in place of the proposed rate schedule

$$\text{Annual Savings} = (\text{Measured PV kWh} * \left(\frac{\text{Modeled Solar Irradiance}}{\text{Measured Solar Irradiance}} \right) \pm \text{kWh Adjustments}) * \text{Effective kWh Rate}$$

Where

$$\text{kWh Adjustments} = \text{Estimated kWh lost due to downtime or partial system damage related to acts of God, vandalism, etc.}$$

Johnson Controls, Inc. Initials: _____

Customer Initials: _____

Installation Period M&V Activities

The scope of the final installation will be reconciled with the contract scope of work following acceptance of the project. Any deviation from the contract scope of work will be documented and the guaranteed savings will be adjusted to reflect the as-built scope of work.

Any savings that are projected to occur during the installation period are not guaranteed. However, the benefit achieved during the installation period will be calculated in accordance with the M&V plan.

Performance Period M&V Activities

JCI will validate the energy production and savings realized from the implementation of this FIM by collecting information on key variables associated with this FIM utilizing a data acquisition system (DAS). The data on the following variables will be collected on a monthly basis:

- Solar Insolation (Global Horizontal) (kWh/m²)
- PV system electricity production (kW and kWh)

The data will be accessed remotely by JCI and will require authorization for remote access. Using an Excel based spreadsheet, JCI will compile the data on the PV Systems' actual performance for use in determining the Performance Period Energy. The data will be subjected to the preceding set of equations in order to recalculate savings and will be compared with the guaranteed savings to reconcile the savings guarantee on an annual basis.

Table 2-15: Annual PV Output Degradation Factor

Guarantee Year	Annual PV Output Degradation Factor
Year 1	0.0%
Year 2 to Year 25	0.5%

Table 2-16: Year 1 Monthly PV Production

Month	PV Production (kWh)
January	7,108
February	6,255
March	9,406
April	12,537
May	12,315
June	13,043
July	13,410
August	12,766
September	10,953
October	7,974
November	6,965
December	6,526
Total	119,258

Johnson Controls, Inc. Initials: _____

Customer Initials: _____

SCHEDULE 2

Table 2-17 shows the proposed annual production for the PV system. The annual PV production (kWh) is shown for the duration of the M&V Term.

Table 2-17: Proposed Performance Period PV Energy Production

Facility	Nameplate Capacity (kW)	Year 1 Production (kWh)	Year 2 Production (kWh)	Year 3 Production (kWh)	Year 4 Production (kWh)	Year 5 Production (kWh)
Placentia Library	79	119,258	118,662	118,066	117,470	116,873

Table 2-18 shows the baseline insolation data which will be used to adjust measured PV system output back to the same conditions under which it was calculated.

Table 2-18: Baseline Monthly Irradiance Data (kWh/m²)

Month	Global Horizontal Insolation (kWh/m ²)
January	94.9
February	89.9
March	138.5
April	195.8
May	202.1
June	215.6
July	225.5
August	208.1
September	171.2
October	116.2
November	96.3
December	87.0
Total	1,841.1

Johnson Controls, Inc. Initials: _____

Customer Initials: _____

VI. MEASUREMENT & VERIFICATION SERVICES

JCI will provide the M&V Services set forth below in connection with the Assured Performance Guarantee.

1. During the Installation Period, a JCI Performance Engineer will track Measured Project Benefits. JCI will report the Measured Project Benefits achieved during the Installation Period, as well as any Non-Measured Project Benefits applicable to the Installation Period, to Customer within 60 days of the commencement of the Guarantee Term.
2. During the M&V Term, within 60 days of each anniversary of the commencement of the Guarantee Term, JCI will provide Customer with an annual report containing:
 - A. an executive overview of the project's performance and Project Benefits achieved to date;
 - B. a summary analysis of the Measured Project Benefits accounting; and
 - C. depending on the M&V Option, a detailed analysis of the Measured Project Benefits calculations.
3. During the M&V Term, a JCI Performance Engineer will monitor the on-going performance of the Improvement Measures, as specified in this Agreement, to determine whether anticipated Measured Project Benefits are being achieved. In this regard, the Performance Engineer will periodically assist Customer, on-site or remotely, with respect to the following activities:
 - A. review of information furnished by Customer from the facility management system/data acquisition system to recalculate energy savings;
 - B. advise Customer's designated personnel of any performance deficiencies based on such information;
 - C. coordinate with Customer's designated personnel to address any performance deficiencies that affect the realization of Measured Project Benefits; and
 - D. inform Customer of opportunities to further enhance project performance and of opportunities for the implementation of additional Improvement Measures.
4. For specified Improvement Measures utilizing an "Option B" M&V protocol, JCI will:
 - A. confirm that the appropriate metering and data points required to track the variables associated with the applicable Improvement Measures' benefits calculation formulas are established; and
 - B. set up appropriate data capture systems (e.g., trend and totalization data on the facility management system) necessary to track and report Measured Project Benefits for the applicable Improvement Measure.
5. During the M&V Term, within 30 days after receiving a copy of the City Hall Building electricity bill from Southern California Edison, Johnson Controls will produce a monthly billing report (refer to Schedule 3 outlining related Customer responsibilities). This report will summarize:
 - A. Monthly utility billing for the electrical service from Southern California Edison (SCE) that the Placentia Library receives via the Placentia City Hall Building .
 - B. Monthly data for Placentia Library electric sub-meters, installed as part of the project, utilizing the Data Acquisition System.
 - i. This data will be subjected to the applicable utility rate tariff to calculate the total amount payable by the Library to the City of Placentia for electrical utility services.
 - ii. Monthly reports will be provided by Johnson Controls for billing purposes between the Library and the City of Placentia. The reports will not reflect running tabulations of energy usage or savings from the proposed project for the purposes of M&V. The billing reports will in no way impact the terms of the guarantee with regard to savings surpluses or shortfalls. The terms of the M&V activities for each FIM shall govern.

Johnson Controls, Inc. Initials: _____

Customer Initials: _____

SCHEDULE 3 – CUSTOMER RESPONSIBILITIES

In order for JCI to perform its obligations under this Agreement with respect to the Work, the Assured Performance Guarantee, and the M&V Services, Customer shall be responsible for:

1. Providing JCI, its subcontractors, and its agents reasonable and safe access to all facilities and properties that are subject to the Work and/or M&V Services;
2. Providing alternative parking facilities for staff and non-staff vehicles that will be impacted by the Work;
3. Providing a laydown area for material storage at each worksite;
4. Providing for shut down and scheduling of affected locations during installation, including timely shutdowns of electrical systems as needed to accomplish the Work and/or M&V Services;
5. Providing timely reviews and approvals of design submissions, proposed change orders, and other project documents;
6. Providing the following information with respect to the project and project site as soon as practical following JCI's request:
 - a. surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;
 - b. geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the project site;
 - c. temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the project and enable JCI to perform the Work;
 - d. a legal description of the project site;
 - e. as-built and record drawings of any existing structures at the project site, environmental studies, reports and impact statement describing the environmental conditions, including hazardous conditions or materials, in existence at the project site.
7. Securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable JCI to perform the Work;
8. Providing assistance to JCI in obtaining any permits, approvals, and licenses that are JCI's responsibility to obtain as set forth in Schedule 1;
9. Obtaining any permits, approvals, and licenses that are necessary for the performance of the Work and are not JCI's responsibility to obtain as set forth in Schedule 1;
10. Properly maintaining, and performing appropriate preventative maintenance on, all equipment and systems affecting the Assured Performance Guarantee in accordance with manufacturers' recommendations and specifications;
 - a. For Solar PV systems the customer is responsible for providing the operations and maintenance of such systems (O&M). Customer shall maintain PV systems such that output does not drop below 98% of estimated system kWh output. Johnson Controls is under no obligation to provide for replacement of components that fail after the 1-year warranty period set forth in the Agreement has

Johnson Controls, Inc. Initials: _____

Customer Initials: _____

SCHEDULE 3

- expired. During the term of any manufacturers' warranty periods, Customer shall seek replacement of any failed parts from the manufacturer.
11. It is understood by Customer that the useful life of some of the components in this Project are less than the 25-year term of the guarantee, and that to achieve the Project Benefits desired by Customer, it may become necessary for Customer to replace such components outside of the applicable warranty periods at Customer's sole cost and expense.
 12. Providing the utility bills, reports, and similar information reasonably necessary for administering JCI's obligations under the Assured Performance Guarantee within five (5) days of Customer receipt and/or generation or JCI's request therefor;
 13. Providing all records relating to energy and/or water usage and related maintenance of the premises and relevant equipment requested by JCI;
 14. Providing and maintaining a dedicated cellular service to each site to facilitate remote monitoring of relevant equipment;
 15. Promptly notifying JCI of any change in use or condition described in Schedule 2 or any other matter that may impact the Assured Performance Guarantee; and
 16. Taking all actions reasonably necessary to achieve the Non-Measured Project Benefits.
 17. Abatement of all sources of asbestos or hazardous material that impacts the work to be installed under this agreement.
 18. Pay all 3rd party fees, such as utility fees for upgrades or applications to connect services to or with.
 19. Taking all administrative actions required to align electricity billing with electricity usage and demand as it relates to the sub-metering solution provided in Schedule 1 FIM S-1 Solar PV System and to the M&V services in Schedule 2 section VI.5. This responsibility is expected to require, at a minimum, the Library to negotiate with the City of Placentia the acceptability for using sub-metered, empirical, electrical data as the basis of electricity billing in lieu of the current negotiated 35% split. However, the Customer bears the responsibility for the negotiation of a modified agreement with the City that would be mutually beneficial for the Library District. Once negotiated, the Library is responsible for providing Johnson Controls with a copy of the monthly bill received from the City to facilitate the services proposed in Schedule 2 Section VI.5.
 20. Hiring the HVAC contractor to install the materials provided in FIM H-1 and deliver a complete and functional HVAC system. As the authorized Owner's Representative, JCI will oversee the work of the hired HVAC contractor. Should the HVAC contractor not perform the work in accordance with the Schedule of Values then the Customer shall be responsible for paying JCI for any additional costs required to manage the work of the HVAC contractor to completion.

Johnson Controls, Inc. Initials: _____

Customer Initials: _____

SCHEDULE 4 – PRICE AND PAYMENT TERMS

Customer shall make payments to JCI pursuant to this Schedule 4.

1. **Compensation.** The Total Price for the Work consists of two (2) primary components: (a) the Price for the Work (explained in more detail below) and (b) the Customer's Controlled Allowance. The two (2) components of The Total Price are as follows:

1. Price for the Work:	\$1,200,907
2. Customer's Controlled Allowance:	\$7,500
Total Price for the Work:	\$1,208,407

JCI's compensation for construction of the Work shall be based upon a cost plus basis, not to exceed the Total Price for the Work set forth above subject to amendment by Change Order. The overhead and profit calculation, shall be fifteen (15%) percent gross profit for overhead plus an additional ten (10%) percent gross profit added to actual project costs and overhead for profit. Any unused money will be credited back to the Customer at the conclusion of the Project and prior to close out. JCI's Price for the Work will be comprised of the following: JCI's overhead and profit, all actual Project Related Costs, as established pursuant to Schedule 4A, with the exception of JCI's Internal Labor. JCI's Internal Labor will be charged out based upon the Labor Rate Schedule, Charge Rates in Schedule 4B.

2. **Payments.** Are made up of three (3) separate components: a) Initial Mobilization Payment (25%), b) Progress Payments (70%), and c) Retention (5%).

- a. **Initial Mobilization Payment (25%):** A payment of twenty five (25%) percent of the Total Price for the Work set forth above will be due upon the Customer issuing JCI the Notice To Proceed; for Project Development, Engineering and Mobilization.
- b. **Progress Payments (70%):** In addition to the Initial Payment, Monthly progress payments, based upon percent of Work completed that month, as defined by the Project Schedule of Values for Work. Included in the Work completed calculation, will be all costs for stored materials. JCI will provide invoices for the remaining payments on a monthly basis, and shall be based upon the percentage of Work completed to date. Such invoices will be paid once the Work is inspected to ensure the Work is in compliance with and in furtherance of the Agreement, including the guarantees provided herein. Such inspection, approval and payment by the Customer with respect to each invoice shall be done within thirty (30) days of Customer's receipt of such invoice. In the event that Customer raises an issue regarding the compliance and/or completion of the Work, Customer shall pay all amounts that are not in dispute within such thirty (30) day period.
- c. **Retention (5%):** The Progress Payments will continue up to ninety five percent (95%) percent of the Total Price for the Work. The final five (5%) percent shall be billed once the Final Notice of Completion is approved by the Customer.

3. **Payments Instructions.** Payments shall be submitted by either by a Wire Transfer or Overnight Mail. The instructions for the payments are listed below:

Remit via Wire Transfer
 JP Morgan Chase
 One First National Plaza
 Chicago, IL 60670
 Credit to Johnson Controls Inc.
 ABA# 071-000013
 Depositor Checking Acct #55-14347
 Job Number: 7PZ5-0056

Remit via Overnight
 JP Morgan Chase Bank
 14800 Frye Rd TX1-0029
 Fort Worth, TX 76155
 Attn: Johnson Controls Inc.
 PO Box 730068
 Phone 817-399-5042

Johnson Controls, Inc. Initials: _____

Customer Initials: _____

SCHEDULE 4

4. Customer Controlled Allowance.

The Owner Controlled Allowance shall remain under the control of the Customer. Customer may authorize Johnson Controls to provide additional Work or services through the change order process described in Section 10 of the Agreement.

5. Planned Services Agreement for Post Construction Measurement & Verification Services.

The Total Price for JCI's M&V Services, as detailed in Schedule 2 of this Agreement is \$37,703. This amount will be paid to JCI in annual installments as shown in Table 4-1. For the sake of clarity, amounts due for M&V Services are not reflected in the Total Price for the Work set forth above. These payments will be due and payable when Customer receives JCI's invoice and in advance of the services JCI is to provide, and shall be made throughout the M&V Term. If the Customer elects to cancel M&V Services, the Customer must do so in writing within 30 days of the renewal date, otherwise full service will continue for the remainder of the year and the Customer will be responsible for payment of the full year.

Table 4-1: M&V Payments

Year	Total
Year 1	\$13,116
Year 2	\$5,877
Year 3	\$6,053
Year 4	\$6,235
Year 5	\$6,422
Total	\$37,703

Johnson Controls, Inc. Initials: _____

Customer Initials: _____

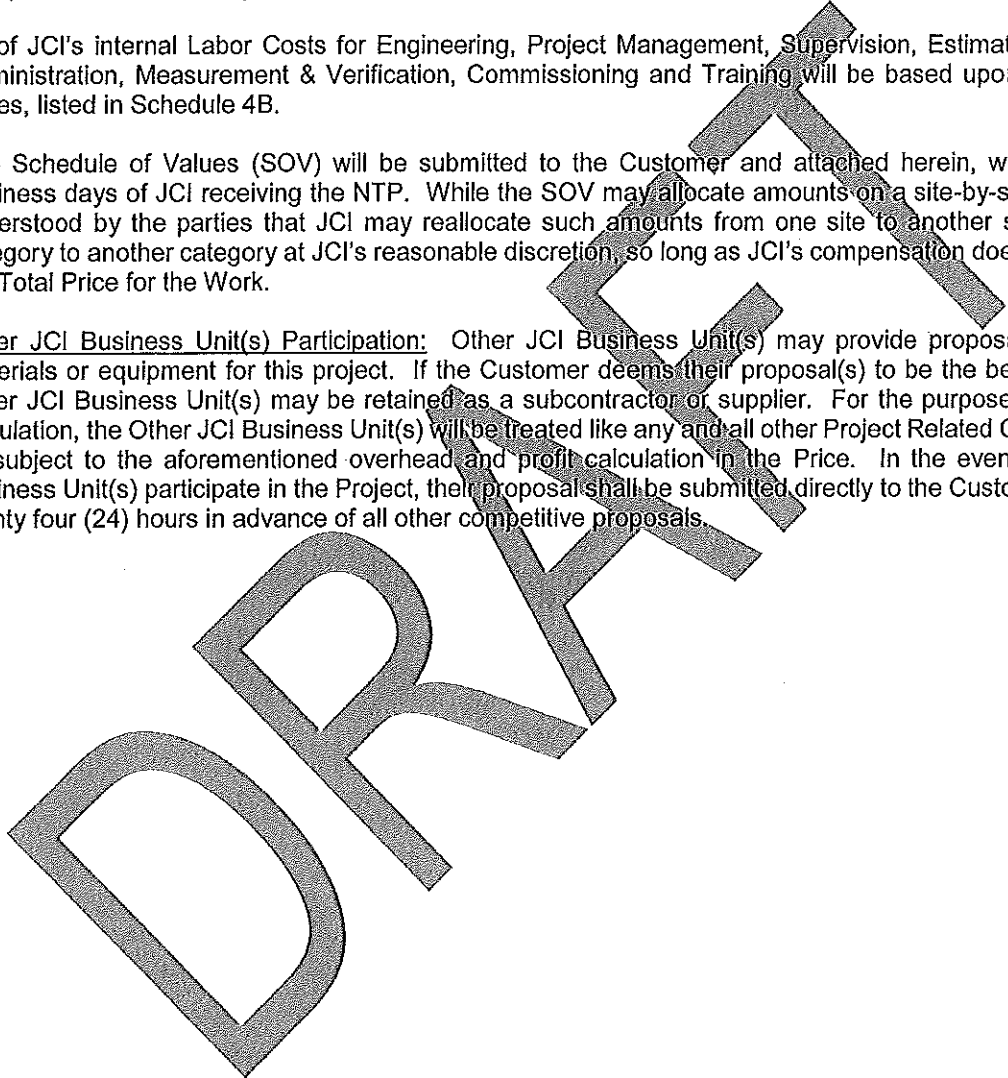
**Schedule 4A
Schedule of Values**

Project Related Costs: The Project Related Costs shall include, but not limited to, the following: all Sub-Contracts, Consulting Agreements, Direct Purchases, Bonds/Insurance, Rental Equipment, Duplication, Communication, Trash Disposal, Temporary Facilities and related expenses, Temporary Utilities, Safety Equipment and Travel Expenses.

All of JCI's internal Labor Costs for Engineering, Project Management, Supervision, Estimating, Contract Administration, Measurement & Verification, Commissioning and Training will be based upon the Charge Rates, listed in Schedule 4B.

The Schedule of Values (SOV) will be submitted to the Customer and attached herein, within ten (10) business days of JCI receiving the NTP. While the SOV may allocate amounts on a site-by-site basis, it is understood by the parties that JCI may reallocate such amounts from one site to another site and from category to another category at JCI's reasonable discretion, so long as JCI's compensation does not exceed the Total Price for the Work.

Other JCI Business Unit(s) Participation: Other JCI Business Unit(s) may provide proposals for labor, materials or equipment for this project. If the Customer deems their proposal(s) to be the best value, the Other JCI Business Unit(s) may be retained as a subcontractor or supplier. For the purpose of the Price calculation, the Other JCI Business Unit(s) will be treated like any and all other Project Related Costs and will be subject to the aforementioned overhead and profit calculation in the Price. In the event JCI's other Business Unit(s) participate in the Project, their proposal shall be submitted directly to the Customer, at least twenty four (24) hours in advance of all other competitive proposals.



Johnson Controls, Inc. Initials: _____

Customer Initials: _____

**Schedule 4B
2018 Charge Rate Schedule**

JCI's internal labor for all Project Related Costs, shall be charged pursuant to the following Rate Schedule.

ITEM NUMBER	LABOR TYPE	CHARGE RATE PER HOUR
1	Engineering - Manager	\$ 198.17
2	Engineering - Solar & Commissioning	\$ 187.46
3	Engineering - Project Development	\$ 176.75
4	Engineering - Water	\$ 176.75
5	Engineering - HVAC Commissioning	\$ 166.04
6	Engineering - Measurement & Verification	\$ 158.54
7	Engineering - Lighting	\$ 155.32
8	Operations - Manager	\$ 198.17
9	Operations - Construction Manager	\$ 171.39
10	Operations - Site Superintendent	\$ 160.68
11	Operations - Contracts Administrator	\$ 91.05
12	Estimating	\$ 181.03
13	Training	\$ 145.68
14	Safety	\$ 133.90

The aforementioned Charge Rates do not apply to other JCI Business Units.

Charge Rates are effective through each calendar year and shall be increased by the rate of three (3%) on January 1, 2019.

DRAFT

Johnson Controls, Inc. Initials: _____

Customer Initials: _____

NOTICE TO PROCEED

Johnson Controls, Inc.
5770 Warland Drive, Suite A
Cypress, CA 90630

ATTN: Bradley Harlow, Area General Manager, Energy Solutions

Re: Notice to Proceed for Placentia Library District Performance Contract

Dear Bradley Harlow:

This Notice to Proceed is being issued by Placentia Library District ("Customer") to Johnson Controls, Inc. ("JCI") pursuant to that certain Performance Contract entered into between Customer and JCI for the purpose of notifying JCI to commence work under such contract.

In the event that this Notice to Proceed is delivered by Customer prior to the execution of the Performance Contract by Customer and JCI, Customer understands and expects JCI will incur significant costs and expenses in complying with this Notice to Proceed. In the event the Performance Contract is not executed by the parties, for any reason, Customer agrees to pay JCI for its costs and fees incurred in complying with this Notice to Proceed on a time and material basis. Customer also agrees JCI shall be entitled to a reasonable markup thereon for profit and overhead. Customer agrees to pay amounts billed by JCI no later than five (5) days after Customer receives JCI's payment application. JCI will continue to submit payment applications to Customer until the Performance Contract is executed. Once the Performance Contract is executed, JCI will begin submitting its payment applications to Customer in accordance with the terms and conditions set forth therein. Any amounts already paid by Customer will be credited towards the Performance Contract price.

By signing and dating this Notice to Proceed, the parties hereto agree to these terms and represent and warrant they have the authority to execute this Notice to Proceed on behalf of their respective organizations.

PLACENTIA LIBRARY DISTRICT

JOHNSON CONTROLS, INC.

Signature: _____

Signature: _____

Printed Name: Jeanette Contreras

Printed Name: Bradley Harlow

Title: Library Director

Title: Area General Manager, Energy Solutions

Date: _____

Date: _____

Johnson Controls, Inc. Initials: _____

Customer Initials: _____

CHANGE ORDER

Performance Contract dated _____, 20____ between Johnson Controls, Inc. and Customer	Change Order No.	Date (mo/day/yr)
Customer: Placentia Library District		
The above referenced Performance Contract is hereby modified to the extent described below in accordance with the Terms and Conditions of the CHANGE ORDERS section thereof.		
Scope of Work changed as follows:		
<p style="text-align: center; font-size: 48px; opacity: 0.5;">DRAFT</p>		
Total amount of this Change Order	\$	
Total Performance Contract amount as revised by this Change Order	\$	
The time for completion is: <input type="checkbox"/> increased, <input type="checkbox"/> decreased, <input type="checkbox"/> unchanged	(mo, day, yr)	
The new completion date resulting from this Change Order is:		
[check if applicable] Assured Performance Guarantee changed as follows:		
<p style="text-align: center; font-size: 48px; opacity: 0.5;">DRAFT</p>		
Unless specifically changed by this Change Order, all terms, conditions and provisions of the above referenced Performance Contract remain unchanged and in full effect.		
JOHNSON CONTROLS, INC.	CUSTOMER	
Signature:	Signature:	
Printed Name:	Printed Name:	
Title:	Title:	

CERTIFICATE OF SUBSTANTIAL COMPLETION

PARTIES: JOHNSON CONTROLS, INC. ("JCI")
5770 Warland Dr, Suite A
Cypress, CA 90630

and

Placentia Library District ("Customer")
411 E. Chapman Ave.
Placentia, CA 92870

PROJECT: Placentia Library District Performance Contract dated _____, 2017 between
JCI and the Customer.

SITE: _____
Project Site, Name and Address to be added for each site, listed in Schedule 4

By executing this Certificate of Substantial Completion, Customer acknowledges the following:

- a. The work set forth in the Performance Contract, at the aforementioned Project Site, is substantially complete.
b. Customer has received the manuals, warranty information, and training required under the Performance Contract.
c. The following punch list items must be completed by JCI (check as applicable):

- [] punch list attached
[] punch list complete

d. Upon completion of the punch list items, or if such punch list items are complete, JCI and Customer shall sign the Certificate of Final Completion attached hereto. Dated: _____, 20__

PLACENTIA LIBRARY DISTRICT

JOHNSON CONTROLS, INC.

Signature: _____
Printed Name: Jeanette Contreras
Title: Library Director
Date: _____

Signature: _____
Name: Bradley Harlow
Title: Area General Manager, Energy Solutions
Date: _____

Signature: _____
Name: Sandra Spencer
Title: Project Assurance Manager
Date: _____

Johnson Controls, Inc. Initials: _____

Customer Initials: _____

CERTIFICATE OF FINAL COMPLETION

PARTIES:

JOHNSON CONTROLS, INC. ("JCI")
5770 Warland Dr, Suite A
Cypress, CA 90630

and

Placentia Library District ("Customer")
411 E. Chapman Ave.
Placentia, CA 92870

PROJECT: Placentia Library District Performance Contract dated _____, 2017 between JCI and Customer

By executing this Certificate of Final Completion, Customer acknowledges the following:

- a. The work set forth in the Performance Contract has been reviewed and determined by Customer to be fully complete.
b. Customer accepts the work at all Project Sites as complete and hereby releases JCI's obligations under any performance and payment bonds posted for the project as of the date set forth below.

Dated _____, 20____

PLACENTIA LIBRARY DISTRICT

JOHNSON CONTROLS, INC.

Signature: _____

Signature: _____

Printed Name: Jeanette Contreras

Printed Name: Bradley Harlow

Title: Library Director

Title: Area General Manager, Energy Solutions

Date: _____

Date: _____

Signature: _____

Name: Sandra Spencer

Title: Project Assurance Manager

Date: _____

Johnson Controls, Inc. Initials: _____

Customer Initials: _____

M&V SERVICES AGREEMENT

Placentia Library District ("Customer")
411 E. Chapman Ave.
Placentia, CA 92870

Scope of Services

Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Services, as defined in Scope of Work (below), will be provided by JCI at the Customer's facility. Terms and Conditions of this Agreement are as set forth in the Performance Contract and incorporated by this reference and cover the rights and obligations of both the Customer and JCI. This Service Agreement and the Price and Payment Terms are set forth fully herein (collectively the "Agreement").

Term

This Agreement takes effect on the first day of the month that follows the date when the Certificate of Final Completion for the Performance Contract is approved by the Customer and JCI, and will continue for three hundred (300) consecutive months ("Original Term"). JCI will not terminate this agreement early providing the Customer fulfills its obligations of the agreement.

Price and Payment Terms

The total Contract Price for JCI's Services during the Original Term is \$37,703. This amount will be paid to JCI in annual installments (refer to Schedule 4). These payments will be due and payable within thirty (30) days of the invoice date and such timely payment by Customer shall be a condition precedent to JCI's obligation to perform its Services. A penalty of one and a half percent (1.5%) of the amount due per month shall accrue for payments received after the payment due date. If the Customer elects to cancel M&V Services, the Customer must do so in writing within 30 days of the renewal date, otherwise full service will continue for the remainder of the year and the Customer will be responsible for payment of the full year.

Scope of Work

Measurement & Verification Services

The M&V scope of work is described in detail in Schedule 2. Please refer to that section for the specific work to be completed under this service agreement.

Johnson Controls, Inc. Initials: _____

Customer Initials: _____

PLACENTIA LIBRARY DISTRICT

JOHNSON CONTROLS, INC.

Signature: _____

Signature: _____

Name: Jeanette Contreras

Name: Bradley Harlow

Title: Library Director

Title: Area General Manager, Energy Solutions

Date: _____

Date: _____

DRAFT

Johnson Controls, Inc. Initials: _____

Customer Initials: _____

SCE ELECTRICITY BILL RECONCILIATION STATEMENT

BILL CATEGORY	SUBMETERED DATA	UNIT OF MEASURE	INPUTS FROM SCE BILL	UNIT OF MEASURE	COST ALLOCATION
BILL PERIOD START DATE			4/28/2017	N/A	
BILL PERIOD END DATE			5/31/2017	N/A	
SCE RATE			TOU-GS-3B	N/A	
DELIVERY CHARGES					
MAX DEMAND - FACILITIES RELATED ENERGY-WINTER	105	KW	\$17.81000	\$/KW	\$1,870.05
ELECTRICITY USAGE - ON PEAK	0	KWH		\$/KWH	\$0.00
ELECTRICITY USAGE - MID PEAK	21,608	KWH	\$0.02169	\$/KWH	\$468.68
ELECTRICITY USAGE - OFF PEAK	18,337	KWH	\$0.02169	\$/KWH	\$397.72
DWR BOND CHARGE	39,945	KWH	\$0.00549	\$/KWH	\$219.30
GENERATION CHARGES					
ENERGY-WINTER					
ELECTRICITY USAGE - ON PEAK	0	KWH		\$/KWH	\$0.00
ELECTRICITY USAGE - MID PEAK	21,608	KWH	\$0.04662	\$/KWH	\$1,007.38
ELECTRICITY USAGE - OFF PEAK	18,337	KWH	\$0.03712	\$/KWH	\$680.65
STATE TAX	39,945	KWH	\$0.00029	\$/KWH	\$11.58
CHARGES SPLIT AT 35%					
CUSTOMER CHARGE	35%	%	\$446.13	\$	\$156.15
POWER FACTOR ADJ	35%	%	\$85.25	\$	\$29.84
TOTAL NEW CHARGES FOR PLACENTIA LIBRARY					\$4,655.36

SCE ELECTRICITY BILL RECONCILIATION STATEMENT

BILL CATEGORY	UNIT OF MEASURE	INPUTS FROM SCE BILL	UNIT OF MEASURE	COST ALLOCATION
BILL PERIOD START DATE		4/28/2017	N/A	
BILL PERIOD END DATE		5/31/2017	N/A	
SCE RATE		TOU-65-3B	N/A	
DELIVERY CHARGES				
MAX DEMAND - FACILITIES RELATED	KW	\$17,810.00	\$/KW	\$1,370.05
ENERGY-WINTER	KWH		\$/KWH	\$0.00
ELECTRICITY USAGE - ON PEAK	KWH	\$0,021,169	\$/KWH	\$468.69
ELECTRICITY USAGE - MID PEAK	KWH	\$0,021,169	\$/KWH	\$397.72
ELECTRICITY USAGE - OFF PEAK	KWH	\$0,005,449	\$/KWH	\$219.30
DWR BOND CHARGE				
GENERATION CHARGES				
ENERGY-WINTER	KWH		\$/KWH	\$0.00
ELECTRICITY USAGE - ON PEAK	KWH	\$0,046,662	\$/KWH	\$1,007.36
ELECTRICITY USAGE - MID PEAK	KWH	\$0,037,112	\$/KWH	\$680.65
ELECTRICITY USAGE - OFF PEAK	KWH	\$0,009,229	\$/KWH	\$11.58
STATE TAX				
CHARGES SPLIT AT 35%	%	\$446.13	\$	\$154.15
CUSTOMER CHARGE	%	\$85.25	\$	\$29.84
POWER FACTOR ADJ				
TOTAL NEW CHARGES FOR P-LACENTIA LIBRARY				\$4,655.35

Details of your new charges

Your rates: TOU-65-3B
Billing period: Apr 28 '17 to May 31 '17 (33 days)

Delivery charges				\$5,343.00
Facilities rel demand	300 kW	x \$17.81000		
Energy-Winter	61,738 kWh	x \$0.02169		\$1,339.10
Mid peak	52,390 kWh	x \$0.02169		\$1,136.34
Off peak	114,128 kWh	x \$0.00549		\$626.56
DWR bond charge				\$446.13
Customer charge				\$85.25
Power factor adj	155 kVar	x \$0.55000		
Generation charges				
SCE				
Energy-Winter	61,738 kWh	x \$0.04662		\$2,878.23
Mid peak	52,390 kWh	x \$0.03712		\$1,944.72
Off peak				
Subtotal of your new charges:				\$13,799.33
UUT exempt				\$33.10
State tax	114,128 kWh	x \$0.00029		\$33.10
Your new charges				\$13,832.43





Placentia Library Electrical Metering Options

Background

The Placentia Library receives electricity from the Placentia City Hall Building. Electricity usage for both buildings is aggregated on a single meter located at the City Hall Building. The meter receives electricity from a transformer owned by Southern California Edison (SCE) located at the City Hall Building. The transformer reduces the Voltage of electricity from 12,000V (local SCE distribution Voltage) to 480V. Some exterior lighting for common areas of the Civic Center is powered through sub-panels located at the Library. Electricity costs are allocated to the Library at a flat rate of 35% of all charges billed by Edison to City Hall.

Objective

The Placentia Library seeks its own dedicated SCE service or, at a minimum, a method for being billed only for the electricity that it uses.

Solution 1 – Modify existing SCE service

The most cost effective way to provide a dedicated SCE service would be to modify the existing service at the City Hall Building. This would include the installation of a new SCE service enclosure, concrete pad, and meter, for the Library, to be located at the City Hall Building and fed from the 480V side of the existing SCE transformer. New conduit and wiring would be routed back to the Library to feed the main distribution panel. New conduit and wiring would be routed from the Library back to the City Hall Building to separate exterior lighting for Civic Center common areas.

The expected cost for Johnson Controls to provide this work would be approximately \$400,000.

Solution 2 –Provide new SCE service

An alternate way of providing a dedicated SCE service to the Library would be to install a new SCE transformer, service enclosure, meter, and concrete pad at the Library. The new transformer would be fed from the 12,000V SCE distribution system. The existing feed from the City Hall Building would be disconnected and the Library's main distribution panel would be fed from the new SCE transformer. Exterior lighting for Civic Center common areas would be wired back to the City Hall Building.

The expected cost for Johnson Controls to provide this work would be approximately \$400,000 plus the cost of work to be performed by SCE. The work performed by SCE is expected to cost



approximately \$50,000 although discounts may be provided that reduce the cost to between \$20,000 and \$30,000. The total cost of the work could be expected to range from \$425,000 to \$450,000.

Siting a new meter at the Library to connect back to the 12,000V side of the existing SCE transformer at the City Hall Building is not allowed by SCE due to the distance between the transformer and Library.

Solution 3 – Provide submetering system

The most cost effective way to provide a metered billing system, without a new SCE service, would be to provide electrical submetering instrumentation and a web-based data acquisition system.

The web-based data acquisition system is provided on all solar PV projects installed by Johnson Controls in southern California and includes metering of PV system power generation. This data acquisition system could be expanded by installing current transducers to measure the electricity drawn by the Library from the City Hall Building as well as the electricity draw for exterior lighting for Civic Center common areas. The net electricity usage of the Library would equal that which is drawn from the City Hall Building minus electricity generated from the PV system minus electricity used to power exterior lights in Civic Center common areas.

The additional cost to expand the data acquisition system and submeter Library electricity usage is approximately \$30,000.

The Johnson Controls contract currently includes this work as well as 12 months of service to export data and provide billing statements that the Library can use to substantiate payment to the City of Placentia.

Disclaimer

The purpose of this document is to present to the Placentia Library District Board of Directors with information that will help the Board make decisions towards achieving the objective stated herein. This document reflects Johnson Controls opinions of potential solutions and the costs that might be required to perform the work. This document does not constitute an offer by Johnson Controls to perform the work described and makes no warranty as to the accuracy of the cost figures indicated.

To achieve additional certainty in the cost figures, additional engineering design would be required. SCE requires that engineering drawings be submitted for planning review prior advising on the location for tie-in into the 12,000V system and prior to providing an estimated cost for their work. The costs to develop plans, facilitate SCE review, revise plans, obtain bids based on plans, and obtain costs from SCE are expected to cost approximately \$20,000. If the Library District decides that this course of action is in its best interest, Johnson Controls can provide an amended Project Development Agreement (PDA) for review and approval.

RESOLUTION NO. _____

RESOLUTION OF THE LIBRARY BOARD OF THE PLACENTIA LIBRARY DISTRICT
APPROVING AN ENERGY SERVICE CONTRACT

WHEREAS, Government Code section 4217.12 authorizes governmental entities to enter into energy service contracts with any person or entity, pursuant to which that person or entity will provide energy or conservation services to the entity, if the anticipated cost to the entity for conservation services provided under the contract is less than the anticipated marginal cost to the entity of energy that would have been consumed by the entity in the absence of the energy service contract; and

WHEREAS, Government Code section 4217.16 provides that a public entity entering into an energy service contract may do so by requesting proposals from qualified persons and awarding the contract based on the experience of the contractor, the type of technology employed by the contractor, the cost to the local entity, and any other relevant considerations; and

WHEREAS, the Library Director of the Placentia Library District ("PLD") utilized an informal competitive process consistent with Section 4217.16 to solicit proposals to implement a comprehensive alternative energy program for the PLD through the installation of solar equipment, HVAC equipment, lighting retrofits, temperature controls and roofing related improvements to provide alternative energy to the PLD and to guarantee certain energy cost savings to the PLD; and

WHEREAS, Said guaranteed energy cost savings shall also extend to guarantee the savings obtained from HVAC work performed by Bear State Air Conditioning Services, Incorporated ("Bear State"). As such, work performed by Bear State remain part of this energy services project and shall perform work under the Management & Supervision of Johnson Controls, Inc.; and

WHEREAS, Johnson conducted an assessment of PLD's facility for the location of the equipment and analyzed the potential energy cost savings to be realized by PLD from the installation of such equipment; and

WHEREAS, based on the information in Energy Service Contract the PLD and analysis performed by PLD Staff, the PLD has determined that the cost of the Energy Service Contract to the Entity for the energy conservation services provided thereunder is less than the anticipated marginal cost to the PLD of the energy that would have been consumed by the Entity in the absence of the Energy Service Contract; and

WHEREAS, on November 4, 2017, the PLD published a Public Notice, of its intent to consider entering into the Energy Service Contract and in accordance with Government Code sections 4217.12 the Entity's Board held a public hearing on November 20, 2017, to receive public comments on the Energy Service Contract; and

WHEREAS, the installation of the improvements described in the Energy Service Contract is a project which is categorically exempt from review under the California Environmental Quality Act under Class 3 exemptions.

NOW, THEREFORE, the Library Board of the Placentia Library District does hereby resolve as follows:

SECTION 1. Recitals. The foregoing recitals are true and correct and the PLD Board so finds and determines.

SECTION 2. Energy Service Contract Findings. In accordance with Section 4217.12 of the California Government Code, the PLD Board finds that the anticipated cost to the PLD for the energy conservation services provided by the conservation measures under the Energy Service Contract will be less than the anticipated marginal cost to the PLD of electrical energy that would have been consumed by the PLD in the absence of those purchases and the funds for the repayment of financing the cost of design, construction and operation of the energy conservation facilities are projected to be available from revenues resulting from funding that otherwise would have been used for the purchase of electrical energy required by the PLD in the absence of the energy conservation facilities.

SECTION 3. Approval of Energy Service Contract. The form of the Energy Service Contract presented to the PLD Board at this meeting, is hereby approved in the form presented, with such minor changes as may be authorized or approved by the Library Director, a copy of which shall be kept on file with the PLD Business Office, and authorizes and directs the PLD Chairperson to execute same.

SECTION 4. General Authorization. The PLD Board hereby authorizes and directs the Board President in the name of and on behalf of the PLD, to do any and all things and to execute and deliver any and all documents, including associated financing applications and arrangements along with the Bear State Air Conditioning Services HVAC Installation contract, that they may deem necessary or advisable in order to complete the execution and delivery of the Energy Service Contract and otherwise to carry out, give effect to, and comply with the terms and intent of this resolution. All actions heretofore taken by such officers and agents that are in conformity with the purposes and intent of this Resolution are hereby ratified, confirmed and approved in all respects. Should the Energy Service Contract require review by outside legal counsel, the Board President, shall be authorized to execute said contract contingent upon successful review and/or negotiation of Contract.

SECTION 5. Effective Date. This resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 20th day of November, 2017, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

Gayle Carline, Board President

I hereby certify that the foregoing resolution was duly introduced, passed and adopted at the time and place and by the vote as noted above.

PASSED AND ADOPTED BY the Library Board of the Placentia Library District at a regular meeting held on the 20th day of November, 2017.

REVIEW AND APPROVED:

APPROVED AS TO FORM:

Gayle Carline, Board President

Jeanette Contreras, Library Director

PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees
FROM: Jeanette Contreras, Library Director
SUBJECT: Packing House District Project Information
DATE: November 20, 2017

BACKGROUND

The City of Placentia is working on a new development that would help to transform the Packing House District into a mixed-use and residential community. The transit-oriented development or TOD would include a mixture of housing, office, retail and/or other amenities integrated into a neighborhood located within a half-mile of a public transportation stop.

The City projects that the future of the TOD District will generate public and private investments of up to \$495 million in the District and the City with an estimate of \$1,550,000 to the General Fund revenue for the City. The project is expected to generate approximately 3,272 jobs. The 215-unit project is expected to open in 2020.

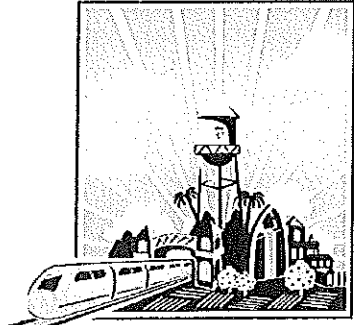
Additional information including handouts will be provided at the meeting.

RECOMMENDATION

Action to be determined by the Library Board of Trustees.



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PLACENTIA
Rich Heritage, Bright Future

Transit Oriented Development Packing House District Development Standards

*Lilley Planning Group
for the City of Placentia*



City of Placentia ♦ 401 E. Chapman Avenue ♦ Placentia, CA 92870 ♦ (714) 993-8124

TRANSIT ORIENTED DEVELOPMENT PACKING HOUSE DISTRICT

DEVELOPMENT STANDARDS

Chapter 23.08 DISTRICTS ESTABLISHED

23.08.010 Established.

Zoning districts are established as follows:

R-A	Residential agricultural district
R-1	Single-family residential district
R-2	Low-medium density multiple-family district
R-G	Medium density multiple-family district
R-3	High density multiple-family district
RPC	Residential planned community district
T-C	Town center district
P-V	Combining parkway vista district
C-0	Commercial office district
C-1	Neighborhood commercial district
C-2	Community commercial district
SF-C	Santa Fe commercial district
C-M	Commercial manufacturing district
M	Manufacturing district
PMD	Combining planned manufacturing district
MHP	Combining mobile home park district
O	Combining oil district
O-1	Combining oil district
PUD	Planned unit development district
SP-1	Specific Plan 1 district
SP-2	Specific Plan 2 district
SP-3	Specific Plan 3 district
SP-4	Specific Plan 4 district
SP-5	Specific Plan 5 district
SP-6	Specific Plan 6 district
SP-7	Specific Plan 7 district
SP-8	Specific Plan 8 district
<u>TOD</u>	<u>TOD Packing House District</u>

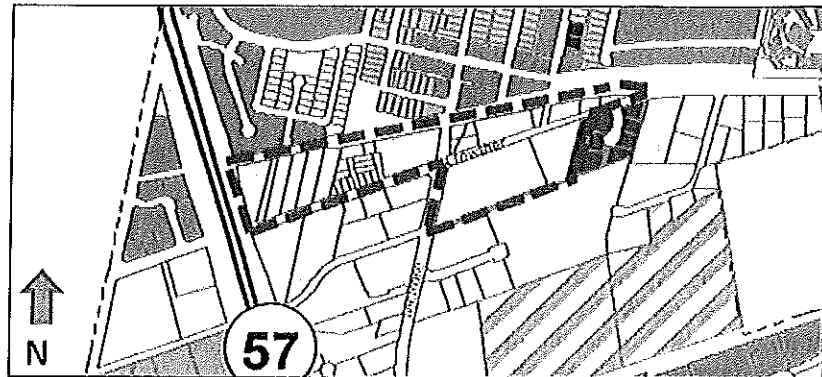
23.111.010 Purpose and Intent

The following provides detailed regulations for development of land uses within the Transit Oriented Development Packing House District (TOD Packing House District or "District"). The purpose of the TOD Packing House District is to encourage an appropriate mixture and density of activity around the Metrolink station to increase ridership and promote alternative modes of transportation to the automobile. The consequent intent is to decrease auto-dependency, and mitigate the effects of congestion and pollution. The development standards seek to achieve this by providing a pedestrian, bicycle, and transit-supportive environment configured in a compact pattern and a complementary mix of land uses all within a comfortable walking distance of the station. The specific objectives of this District are to:

- A. Encourage mixed-use and transit oriented development;
- B. Encourage people to walk, ride a bicycle or use transit;
- C. Encourage an active, pedestrian oriented streetscape with outdoor dining and other amenities;
- D. Promote public art and creative public places;
- E. Allow for a complementary mix of land uses to create an environment that engages people at the pedestrian level;
- F. Achieve a compact pattern of development that is more conducive to walking and bicycling;
- G. Provide sufficient density of employees, residents and recreational users to support transit;
- H. Provide a high level of amenities that create a comfortable environment for pedestrians, bicyclists, and other users;
- I. Create a physical connection with Old Town Placentia by activating the station area with a plaza and ground floor shops and restaurants in the TOD Packing House District;
- J. Promote affordable housing and provide housing for all economic segments of the community consistent with the City's housing goals;
- K. Maintain an adequate level of parking and access for automobiles;
- L. Require high-quality, finely detailed identifiable architectural styles and urban form that provides interest and complexity at the level of the pedestrian and bicyclist;
- M. Generate a relatively high percentage of trips serviceable by transit;
- N. Encourage integrated development, including the consolidation of parcels; and
- O. Encourage lot and building orientation on Crowther Avenue and parcels extending from Crowther to the Railroad right-of-way, to create an active streetscape.

23.111.020 Applicability and General Provisions

The City of Placentia's TOD Packing House District shall apply to lands delineated as such on the City's official zoning map. All land uses and development within the District shall be located and developed in accordance with the following provisions. The standards of the TOD Packing House District shall not apply to development for which approvals were granted prior to the adoption of these regulations and which entitlements are still valid and for development which has current, valid building permits.



--- TOD Boundary

23.111.030 Land Use and Permit Requirements

This section identifies the land use types allowed by the City in the TOD Packing House District.

A. Allowable Land Uses. A parcel or building within the District shall be occupied by only the land uses allowed by Table 1. Each land use in the table is defined in the glossary of this Ordinance or in the Placentia Municipal Code (PMC) (Definitions, Chapter 23.04).

1. **Multiple Uses.** Any one or more land use identified by Table 1 as being allowable within the District may be established on any parcel, subject to the planning permit requirement listed in the table, and in compliance with all applicable requirements of this Code.
2. **Mixed Use Development.** All new developments with parcels of 20,000 square feet or more, within the TOD zone must be mixed use development as defined in the definitions section in Chapter 23.04 of Municipal Code, except as noted in Section "D" (Table 1) below.
3. **Unlisted Uses.** The Development Services Director may determine an unlisted use is similar to another allowable permitted or conditionally permitted use and if all of the following findings can be made:
 - i. The use is no greater in density or intensity than other uses allowed, or conditionally allowed in the zone;
 - ii. The use is compatible with permitted or conditionally permitted uses in the zone;
 - iii. The use will meet the purpose of the zone;
 - iv. The use is consistent with the goals and policies of the General Plan; and
 - v. The use will not be detrimental to the public health, safety or welfare.

Applicants may appeal this decision using the Use Conformity Determination process, outlined in Section 23.39.035 of the PMC.

B. Permit Requirements. Table 1 provides for land uses that are:

1. **Permitted.** These uses are permitted subject to compliance with all applicable provisions of this Chapter and require a Development Plan Review or Site Plan Review in compliance with Chapter 23.75 of the PMC. These uses are shown as "P" uses in Table 1. All new construction projects as defined in Chapter 23.04 of Municipal Code, and in this Zone must be reviewed by the Planning and Development Ad Hoc Committee.
2. **Conditionally Permitted Uses.** These uses are allowed subject to the approval of a Use Permit and require a public hearing in compliance with Chapter 23.87 of the PMC. These uses are shown as a "UP" in Table 1.
3. **Not Permitted.** These uses are not permitted, and shown as "NP" in Table 1. A land use that is not listed in Table 1 is not allowed within the District, except as otherwise provided in Section 23.11.030 (A.3). Uses that are expressly listed as not permitted are prohibited.

C. Standards for Specific Land Uses. Where the last column in Table 1 (Specific Use Regulations) includes a section number, the regulations in the referenced section of this chapter and/or the PMC apply to the use. Provisions in other sections of this chapter may also apply.

Table 1: Allowed Land Uses and Permit Requirements

LAND USE TYPE	PERMIT REQUIREMENT P-permitted UP – use permit NP – not permitted	SPECIFIC USE REGULATIONS
D. Mixed Use Requirement. All new developments within the TOD zone must be mixed use development, except for (1) the "catalyst site" or (2) those sites containing less than 20,000 square feet or (3) those sites east of Melrose Street and north of Crowther Avenue, however such developments shall, at a minimum, include a significant commercial component facing Crowther on the ground floor.		
E. Frontage on Crowther: Except as noted in Section "D" above, 75% of frontage must be designed and constructed for potential commercial with a minimum 15' floor to ceiling height, 75% of building façade to have street level, transparent windows, and ground floor to be constructed with exhaust and grease trap systems for potential restaurant uses.		
Recreation, Education, Public Assembly Uses		
1. Commercial recreation facility – indoor	NP	
2. Conference/Convention Facility	NP	

3. Health/Fitness Facility, including stand alone or roving fitness classes	NP	
4. Library, Museum	P	Permitted only in the historic Packing House Building ¹
5. Park, Playground	P	Only permitted when integrated into the overall development of a site.
6. School – specialized Education, training	NP	
7. Studio – art, dance, martial arts, music, cooking, fitness (such as yoga, Pilates, spin, etc.)	P	Permitted only above the ground floor within a mixed use development or above the ground floor of the Packing House building. Only one studio per development.
8. Theatre (live performing arts)	P	Movie Cinemas not permitted
Residential Uses		
9. Emergency shelter	NP	
10. Home Occupation	P	PMC Section 23.81.020. No additional parking shall be permitted for those units with home occupation.
11. Live Work, in Packing House building	P	
12. Live Work	UP	
13. Mixed use project with residential	P	Maximum of 3 bedrooms per unit; 15% of all units may be up to 3 bedrooms The design and construction of multi-family residential developments as courtyard housing projects is encouraged. Ground floors in mixed use projects must be plumbed/planned restaurant infrastructure including exhaust and grease control device.
14. Multi-Family Residential, Catalyst Site	UP	Maximum of 3 bedrooms per unit; 15% of all units may be up to 3 bedrooms.

¹ The Packing House building is located at 341 S. Melrose Street.

		Project with only multi-family residential are permitted only on the "catalyst site." See definition of "catalyst site."
15. Non Mixed Use Project with a parcel size under 20,000 square feet	UP	Must be commercial on ground floor. May also include commercial, residential or office above ground floor. Must meet all other development standards. Must meet the Intent and Purpose of this chapter.
16. Residential Only	NP, except as permitted as a catalyst site as described in definitions.	
Retail/Commercial Uses		
17. Accessory Retail or services	P	Only permitted when primary commercial use is established. Must be incorporated into mixed-use or within Packing House; cannot stand alone.
18. Adult Entertainment Facility or Business	NP Pursuant to PMC Chapter 23.89	
19. Alcoholic beverage sales (not associated with bar, brewery, distillery, restaurant, or neighborhood market or grocery)	NP	
20. Antique or collectible store	P	Must be incorporated into mixed-use or within Packing House; cannot stand alone.
21. Artisan Shop	P	Must be incorporated into mixed-use or within Packing House; cannot stand alone.
22. Auto repair or auto parts sales	NP	
23. Bar, tavern, brewery, distillery, tasting rooms, wine cellar	UP	Must be incorporated into mixed-use or within Packing House; cannot stand alone.
24. Neighborhood Market (without alcohol beverage sales)	P	With alcohol sales, a use permit is required.
25. Drive-through (any uses)	NP	
26. Furniture, furnishings and appliance store	NP	
27. General retail – less than 5,000 sf	P	Must be incorporated into mixed-use or within Packing House; cannot stand alone.

28. General retail –5,000 sf to 20,000 sf	UP	Must be incorporated into mixed-use or within Packing House; cannot stand alone.
29. General retail – more than 20,000 sf (max 60,000 sf)	NP	
30. Groceries, specialty foods – 10,000 sf or less	P	With alcohol sales, a use permit is required.
31. Groceries, specialty foods – more than 10,000 sf	UP	
32. Medical Marijuana Facilities	NP Pursuant to PMC Chapter 23.46	
33. Nightclub (including comedy clubs)	UP	Must be incorporated into mixed-use or within Packing House; cannot stand alone. "Hostess" clubs are not permitted.
34. Outdoor Dining	P	Permitted in public right-of-way with an encroachment permit. Pursuant to ABC requirements as well as the Outdoor Dining Permit and Guidelines.
35. Outdoor display and sales	NP	May be permitted with a Special Event Permit as part of a coordinated event, pursuant to PMC Section 23.81.015. No more than 4 a year.
37. Restaurant with alcohol sales	UP	Must be incorporated into mixed-use or within Packing House; cannot stand alone.
38. Restaurant	P	Must be incorporated into mixed-use or within Packing House; cannot stand alone.
39. Secondhand/Thrift/Pawnshop/Charity store	NP	
40. Service Station	NP	
41. Tobacco Sales, including electronic smoking devices	UP	
Services – Business, Financial, Professional		
42. ATM	P	Must be integrated into building façade. Stand along kiosks not permitted.
43. Bank, over 2,000 sf	NP	Small banks of 2,000 sf

44. Medical services	UP	or less are permitted. See definition. May only be permitted on 2 nd story of mixed-use development.
45. Office	P	Upper floors; or in conjunction with live/work. Must be incorporated into mixed-use or within Packing House; cannot stand alone. May only be permitted on 2 nd story of mixed-use development.
Services – General		
46. Adult daycare	NP	
47. Commercial daycare center	NP	Large family daycare facilities not permitted. All child care facilities shall be integrated into the over development.
48. Lodging – Bed and Breakfast	UP	Maximum of 10 beds allowed. Are not required to contain residential units or uses.
49. Lodging – Hotel	UP	Are not required to contain residential units or uses. Permitted within 250 feet (verify) of freeway right of way. 1 st floor must include 25-50% of floor area as retail or restaurant or conference area. Retail/restaurant uses must be consistent with mixed use standards. Must include conference center.
50. Massage Establishments	UP Pursuant to PMC Section 23.30.030	
51. Personal services	P	Must be incorporated into mixed-use or within Packing House; cannot consist of a stand-alone use or building. May only be permitted on 2 nd story of mixed-use

		development or Packing House.
52. Public Safety Facility	NP	Except that City Police Department satellite stations are permitted. Satellite stations may not be stand alone facilities.
53. Spa Services	UP	Must be incorporated into mixed-use or within Packing House; cannot stand alone. May only be permitted on 2 nd story of mixed-use development. Must include a full suite of services.
54. Spa Services with alcohol	UP	Must be incorporated into mixed-use or within Packing House; cannot stand alone. May only be permitted on 2 nd story of mixed-use development. Must include a full suite of services.
55. Cigar or Hookah Lounge	UP	
56. Meeting Halls, Banquet Centers (Stand alone)	NP	
57. Tattuo Parlors/Body Modification	UP	
58. Hostess Bars	NP	
Transportation, Communications & Infrastructure		
59. Broadcasting or Recording Studio	UP	Must be incorporated into mixed-use or within Packing House; cannot stand alone. May only be permitted on 2 nd story of mixed-use development.
60. Public Parking Structure	P	
61. Transit Station or terminal	P	
62. Telecommunication Cell Tower	Pursuant to PMC Chapter23.82	
Historic Packing House Building		
63. Adaptive Re-use of Packing House Building. The building and property located at 341 S Melrose Street is a local historic building and is listed on the California Register. As an historic building, it is eligible for adaptive re-use in order to preserve the historic elements and quality of the building and property.	UP, subject to an adaptive re-use plan prepared by a qualified preservation expert as deemed appropriate by the City.	Adaptive re-use plan may be reviewed for comment by the City of Placentia Historical Committee. The adaptive re-use of this building is not

		subject to any development standards contained in this Chapter, however a finding must be made that the reuse plan meets and is consistent with the Intent and Purpose of this Chapter.
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23.111.040 Development Standards

Table 2 identifies the development standards required for new land uses in new or modified buildings in the TOD Packing House District.

Parking Standards. On-site parking requirements for unlisted but similar uses shall be based on the parking requirements of similar uses found in this chapter and shall be at the discretion of the Development Services Director. The Development Services Director may require the preparation of a parking demand study by a qualified, licensed traffic engineer approved by the City to determine the parking requirement for unlisted but similar uses.

Parking Calculations. Parking standards are based on gross floor area.

Table 2. Development Standards

A. Architectural Review	Standard	Notes
	High quality, 360 degree, architectural and urban design is required. All new projects will require architectural review by a third party architectural expert, selected by the City.	Third party review costs are the responsibility of the applicant.
B. Building Placement Regulations	Standards	Notes
1. Density	65 dwelling unit/acre minimum and 95 dwelling units/acre maximum	Density shall be calculated using gross lot size, prior to any required right-of-way dedications. Dedications shall be required along Crowther Avenue.
2. Block Length and Lot Size Requirements. Each project along Crowther Avenue shall create an active and inviting environment for pedestrians.		
a. Maximum building length without breaks in building massing	350 ft.	Breaks in building massing mean courtyards, plazas, outdoor dining, etc. These should be open from ground to sky and constitute a true break in the building massing.
b. Lot Depth	No minimum lot depth	Integrated developments

		and lot consolidations are encouraged with lot orientation fronting on Crowther Avenue, and where possible, with parcels extending from Crowther to the railroad right-of-way.
c. Minimum Lot Size	20,000 square feet	
3. Setbacks. Minimum setbacks required and, where noted, maximum setbacks established, except where a frontage type standard allows exceptions or establishes different requirements. Setbacks are measured from property line after any required dedications. Fire Department requirements supersede any setback listed below.		
a. Setback From Railroad Track	0 feet	10' from rear ROW preferred by BNSF for above ground structures. Applicants should consider access to rear portion of new development.
b. Front Yard Setback	3 ft. min./15 ft. max.	
c. Side Yard Setback	0 feet, or 10' when adjacent to a property containing residential uses	
d. Rear Yard Setback	10 ft.	
e. Street Side Yard Setback	5 ft. min./15 ft. max	
4. Projections		
a. Allowable Setback Projections		
i. Ground Floor:		
<ul style="list-style-type: none"> • Awnings and canopies over windows: 60 inches; • Sun Shade Structures: 15 feet; • Bay Windows: 60 inches (not wider than 10 feet); • Cornices, belt courses, and similar architectural features: 12 inches; • Eaves, roof overhangs: 30 inches; and • Uncovered porches, decks and landings (may be covered by arbors or trellises): 10 feet. 		
ii. Above Ground Floor - Awnings, galleries, balconies, bay windows: 48 inches		
iii. Art, as determined by the approval of the public art component of the project.		
iv. For signs, see Sign Regulations, 23.110.050.		
v. All projections must maintain a minimum of 8' vertical height from ground.		
b. Public Right-of-Way Encroachments require approval of an encroachment permit.		
5. Building Height, Rooftop Amenities, Frontages, and Ground Floor		
a. Building Height	3 stories minimum, 35' minimum, 5 stories maximum, not to exceed 68'.	
b. Frontage Requirements. In order to support the pedestrian environment, building frontages onto streets and open spaces shall be maximized. No visible parking is permitted along frontages. A minimum of 75% of the site frontage shall be occupied as building frontage. A section of blank wall shall not exceed 20 linear feet without being interrupted by a window or entry or other façade treatment.		
c. Where commercial uses are required on ground floors, those commercial uses shall have a minimum 15' floor to ceiling height.		
6. Provision of Common Open Space (Residential	Standards	Notes

Portion Only)		
a. Amount per residential use	50 sf/unit for residential units; 50 sf/unit for 5 or more Live Work Units	Up to 75% of this requirement can be fulfilled by providing a public plaza in lieu of private common open space.
b. Types of Common Open Space Permitted	<ul style="list-style-type: none"> • Common open space can be active or passive but must be accessible to all non-residential tenants (i.e. employees and employers) and residential residents. • Required setbacks may not be counted as common open space, except that rear yards counted as meeting the requirement for live/work units. • Common open space shall be fully landscaped and requires an approved landscape plan. • Examples may include: courtyards, clubhouses with accompanying landscaped areas, swimming pools, plazas, greens, parks, playgrounds, picnic areas, outdoor seating. 	
c. Rooftop Amenities	<ul style="list-style-type: none"> • Rooftop amenities are permitted if they provide additional recreational or common open space activities for the residents of the building. • 50% of the rooftop amenities (structures and active recreation amenities) may count towards the square footage requirement for either private or common open space. • Rooftop Amenities, such as and not limited to, clubhouses, swimming pools, tennis courts, open space areas, fitness centers, are permitted to project 16' above the maximum height limit if integrated into the overall design of the project and the maximum rooftop building coverage is limited to 30% of the rooftop floor area. • Roof top amenities shall be setback from the building edge such that no more than 20% of the rooftop structure can be visible from the primary public right of way at centerline of the street. • Rooftop Amenities are intended for the use of building residents. 	
d. Courtyard Common	<ul style="list-style-type: none"> • Courtyards shall be designed as a 	

Open Space Requirements	<p>central courtyard or as partial, multiple, separated or interconnected courtyards.</p> <ul style="list-style-type: none"> • Minimum courtyard dimension shall be 40 feet when the long axis of the courtyard is oriented EW and 30 feet for a NS orientation. The courtyard proportion is 1:1 between its width and height for at least 2/3 of the court's perimeter. As long as total open space requirement is met, this ratio could be modified by up to 10%. • When there are two or more courtyards, they shall be connected to each other. • The area required for first level patios shall not be deducted from the overall courtyard area. 	
7. Provision of Private Open Space (Residential Portion Only)		
a. Live Work	64 sf/unit	6 feet min in any direction; the total of 64 sq. ft. must be provided as one private open space area, not broken up into smaller sizes.
b. Residential-Attached & Multi-Family	64 sf/unit	6 feet min in any direction; the total of 64 sq. ft. must be provided as one private open space area, not broken up into smaller sizes.
8. Parking	Standards	Applicable Land Uses
a. Retail – spaces per 1,000 sf	2 min./4 max.	Accessory retail, Antique, Artisan, General retail, Grocery, Retail complex, Personal services
b. Eating and Drinking Establishments– spaces per 1,000 sf	5 min./10 max.	Bar/Tavern, Restaurant, Brewery, etc.
c. Outdoor Dining on private property	0	<ul style="list-style-type: none"> • Outdoor dining is encouraged and shall be incorporated as part of the overall design of the building or project. • Outdoor dining may project into required setbacks.

		<ul style="list-style-type: none"> No parking is required for outdoor dining unless the total outdoor dining square footage is greater than the total interior dining area. In this circumstance, project must provide parking for the amount over the interior square footage. Acceptable barriers for defining outdoor dining areas shall include fences, railings, and planter boxes.
d. Specialty Goods & Foods-- spaces per 1,000 sf	2 min./4 max.	
e. Entertainment & Recreation-- spaces per 1,000 sf	6 min./10 max.	Health/Fitness, Playgrounds, Studios, Theatres cannot be stand alone
f. Commercial Goods-- spaces per 1,000 sf	2 min./4 max.	
g. Civic & Cultural, including Libraries and Museums -- spaces per 1,000 sf	3 min./no max.	
h. Office Professional -- spaces per 1,000 sf	2 min./4 max.	
i. Personal Services	3 min./no max.	
j. Live Work	1 min./1.5 max.	
k. ATM	0	
l. Lodging -- B&B	1 per sleeping room	No assembly space permitted.
m. Lodging -- Hotel	1 per sleeping room, plus 1 space for every 75 sf of assembly area.	
Residential		
n. Spaces per studio unit	1 min./1 max.	
o. Spaces per 1 bed unit	1 min./1.5 max.	
p. Spaces per 2 bed unit	1.5 min./2 max.	
q. Spaces per 3 bed unit	2 min./ 2.5 max.	
r. Guest spaces per 10 units	2 min./3 max.	
s. Mixed Use	Parking shall meet the requirements for individual land uses. Residential parking shall be separated from non-residential parking and easily accessible through a controlled mechanism.	Reduced parking may be permitted through a parking study
Other		
t. Bike Parking -- Short Term	Residential: One (1) resident bicycle parking space for every five (5) residential units, or portion thereof	

	Non-Residential: One (1) bicycle parking space for every 5,000 square feet, or portion thereof, of non-residential floor area.	
u. Bike Parking – Long Term	Residential: Two (2) bicycle storage units for every five (5) dwelling units for the first 20, and one (1) for every five (5) additional units, or portion thereof; Non-Residential: Any establishment with a parking structure and a minimum of 10,000 square of non-residential space shall provide long-term bicycle parking at a minimum ratio of one (1) space per 20 vehicle spaces.	
v. Electric Vehicle Charging Stations	Minimum 10% of project's parking spaces must provide EV Level 2 charging stations. Alternatively, 5% of total spaces if installing DC Fast Charging Stations.	
w. Transit Station or terminal	As per Director of Development Services in coordination with transportation authority	
x. Telecommunication Facility	1 space to service facility.	
y. Surface Parking:	Surface parking is permitted as long as not visible from public street and is fully landscaped and screened from public view.	
z. Parking Structure	Structure parking permitted only if integrated into overall design of building and “wrapped” with the building, such that the parking area is not visible from any portion of the front, sides, rear or interior courtyards of the project.	
aa. Podium Parking	Permitted if fully integrated into a development with a “wrapped” parking structure.	
bb. Underground Parking	Permitted if fully integrated into the design of the development.	
cc. Parking Reduction	Applicants may apply for parking reduction before the Planning Commission for residential and mixed use projects up to a maximum reduction of 25% through a parking demand study or shared parking analysis. One such incentive could include a Zip car or shared car plan.	

23.111.050 Sign Regulations

A. Purpose and Intent

These sign regulations are intended to appropriately limit the placement, type, size, and number of signs allowed within the TOD area, and to require the proper maintenance of signs.

The purposes of these limitations and requirements are to:

1. Avoid traffic safety hazards to motorists, bicyclists, and pedestrians, caused by visual distractions and obstructions;
2. Promote the aesthetic and environmental values of the community by providing for signs that do not impair the attractiveness of the City as a place to live, work, and shop;
3. Provide for signs as an effective channel of communication, while ensuring that signs are aesthetically proportioned in relation to adjacent structures and the structures to which they are attached;
4. Safeguard and protect the public health, safety, and general welfare; and
5. Promote the pedestrian scale of the district.

B. Applicability

1. These sign regulations apply to all signs in this zone, except that directional/instructional signs and real estate signs shall instead comply with the requirements of the City's Zoning Code (Sign Regulations).
2. The provisions of this Chapter do not regulate the message content of a sign (sign copy), regardless of whether the message content is commercial or noncommercial.
3. Sign installation within the areas subject to this Code shall require sign permit approval in compliance with the City's Zoning Code (Sign Regulations), unless exempted from sign permit requirements.
4. Sign Variances and Historic Sign Designation - See the Zoning Code (Variances).
5. Definitions of the specialized terms and phrases used in this section are in the Zoning Code (Sign Regulations).

C. Prohibited Signs

All sign types and sizes not expressly allowed by this Chapter shall be prohibited. Examples of prohibited signs include, but are not limited to the following:

1. Abandoned signs (includes signs on abandoned or closed businesses);
2. Animated and moving signs, including electronic message display signs, and variable intensity, blinking, or flashing signs, or signs that emit a varying intensity of light or color, except time and temperature displays (which are not considered signs), and barber poles;
3. Exposed cabinet/raceways behind channel letters;
4. Internally illuminated cabinet (can) signs;
5. Off-site signs (e.g., billboards, and signs mounted on vehicles);
6. Obscene signs;
7. Pole signs and other freestanding signs over six feet in height;
8. Roof signs;

9. Signs that simulate in color, size, or design, any traffic control sign or signal, or that make use of words, symbols, or characters in a manner that interferes with, misleads, or confuses pedestrian or vehicular traffic;
10. A sign burned, cut, or otherwise marked on or affixed to a rock, tree, or other natural feature;
11. A sign placed within a public right-of-way, except as provided by Table 3 (Sign Standards by Use);
12. A sign painted directly on a building;
13. Permanent signs that advertise continuous sales, special prices, or include phone numbers are prohibited.
14. Temporary signs, including the following;
 - a. Balloons and other inflatable devices;
 - b. Flags, except official national, state, or local government, institutional or corporate flags, properly displayed; and
 - c. Pennants and streamers, except in conjunction with an athletic event, carnival, circus, or fair.

D. General Requirements for All Signs

1. Sign area and height measurement

The measurement of sign area and height shall occur in compliance with the City's Zoning Code (Sign Regulations).

2. Sign location requirements

Each sign shall be located in compliance with the following requirements, and all other applicable provisions of this Chapter.

- a. On-premise signs required. Each sign shall be located on the same site as the subject of the sign, except as otherwise allowed by this Chapter.
- b. Setback requirements. Each sign shall comply with the setback requirements of the applicable zoning district, except for an approved projecting sign, and except for an approved freestanding sign, which shall be set back a minimum of 5 feet from the front and side street property lines.
- c. Placement on a building. No sign shall be placed so as to interfere with the operation of a door or window. Signs should not be located so that they cover prominent architectural features of the building.
- d. Signs within a public right-of-way. No sign shall be allowed in the public right-of-way except for the following:
 - i. A projecting sign in compliance with Table 3 (Sign Standards by Use);
 - ii. Public signs erected by or on behalf of a governmental agency to convey public information, identify public property, post legal notices, or direct or regulate pedestrian or vehicular traffic;
 - iii. Bus stop signs installed by a public transit company;
 - iv. Informational signs of a public utility regarding its lines, pipes, poles, or other facilities; or
 - v. Emergency warning signs erected by a governmental agency, a public utility company, or a contractor doing authorized within the public right-of-way.
- e. Any sign installed or placed within the public right-of-way other than in compliance with this Section shall be forfeited to the public and be subject to confiscation.

3. Sign design

The following design criteria shall be used in reviewing the design of individual signs. Substantial conformance with each of the following design criteria shall be required before a sign permit or Building Permit can be approved.

- a. Color
Colors on signs and structural members should be harmonious with one another and relate to the dominant colors of the buildings on the site. Contrasting colors may be utilized if the overall effect of the sign is still compatible with building colors.
- b. Design and construction
 - i. Except for banners, flags, temporary signs, and temporary window signs conforming with the requirements of this Chapter, each sign shall be constructed of permanent materials and shall be permanently attached to the ground, a building, or another structure by direct attachment to a rigid wall, frame, or structure.
 - ii. Each permanent sign shall be designed by a professional (e.g., architect, building designer, landscape architect, interior designer, or others whose principal business is the design, manufacture, or sale of signs), or who are capable of producing professional results.
 - iii. Each permanent sign shall be constructed by persons whose principal business is building construction or a related trade including sign manufacturing and installation, or others capable of producing professional results. The intent is to ensure public safety, achieve signs of careful construction, neat and readable copy, and durability, to reduce maintenance costs and prevent dilapidation.
- c. Materials and structure
 - i. Sign materials (including framing and supports) shall be representative of the type and scale of materials used on the site where the sign is located. Sign materials shall match those used on the buildings on the site and any other signs on the site.
 - ii. No sign shall include reflective material.
 - iii. Materials for permanent signs shall be durable and capable of withstanding weathering over the life of the sign with reasonable maintenance.
 - iv. The size of the structural members (e.g. columns, crossbeams, and braces) shall be proportional to the sign panel they are supporting.
 - v. The use of individual letters incorporated into the building design is encouraged, rather than a sign with background and framing other than the structure wall.
- d. Street address
The review authority may require that a sign include the street address of the site, where it determines that public safety and emergency vehicle response would be more effectively served than if the street address were displayed solely on one or more buildings on the site.
- e. Copy design guidelines
The City does not regulate the message content (copy) of signs; however, the following are principles of copy design and layout that can enhance the readability and attractiveness of signs. Copy design and layout consistent with these principles is encouraged, but not required.
 - i. Sign copy should relate only to the name and/or nature of the business or commercial center.
 - ii. Permanent signs that advertise continuous sales, special prices, or include phone numbers are prohibited.
 - iii. Information should be conveyed briefly or by logo, symbol, or other graphic manner. The intent should be to increase the readability of the sign and thereby enhance the identity of the business.
 - iv. The area of letters or symbols should not exceed 40 percent of the background area in commercial uses or 60 percent for residential uses.

- v. Freestanding signs should contain the street address of the parcel or the range of addresses for a multi-tenant center.
- f. Sign lighting. Sign lighting shall be designed to minimize light and glare on surrounding rights-of-way and properties.
- i. External light sources shall be directed and shielded so that they do not produce glare off the site, on any object other than the sign.
 - ii. Sign lighting shall not blink, flash, flutter, or change light intensity, brightness, or color.
 - iii. Colored lights shall not be used at a location or in a manner so as to be confused or construed as traffic control devices.
 - iv. Neither the direct nor reflected light from primary light sources shall create hazards for pedestrians or operators of motor vehicles.
 - v. For energy conservation, light sources shall be hard-wired fluorescent or compact fluorescent lamps, or other lighting technology that is of equal or greater energy efficiency. Incandescent lamps are prohibited.

4. Sign maintenance.

- a. Each sign and supporting hardware, including temporary signs and awning signs, shall be maintained in good repair and functioning properly at all times. Any damage to a sign or its illumination, including the failure of illumination shall be repaired within a maximum of 14 days from the date of damage or failure.
- b. A repair to a sign shall be of materials and design of equal or better quality as the original sign.
- c. A sign that is not properly maintained and is dilapidated shall be deemed a public nuisance, and may be abated in compliance with the City's Zoning Code.
- d. When an existing sign is removed or replaced, all brackets, poles, and other supports that are no longer required shall be removed, and any/all damage to the exterior of the building shall be repaired/repainted to the satisfaction of the Development Services Director or his/her designee.

5. Sign Standards by Use

Each sign shall comply with the standards provided by this Section and comply with the requirements in the following Table 3, except as permitted by the approval of a Creative Sign Permit described below.

6. Master Sign Program

All mixed use projects shall require a Master Sign Program, which is reviewed and approved by the decision-making body in each case. Master sign plan" means a coordinated program of signage for new or existing commercial, office or residential which contain more than one business establishment or tenant. The Master Sign Program can permit signs that meet the intent and standards of the Sign Code and ensure that the all signs are integrated thoughtfully into the design of the structures, creating a unified architectural statement. The Master Sign Program provides a means for defining common sign regulations for multi-tenant projects, to encourage maximum incentive and latitude in the design and display of multiple signs, and to achieve, not circumvent, the intent of this chapter.

- a. *Application Requirements Revisions to Master Sign Programs.* A sign permit application for a master sign program shall include all information and materials required by the department, and the filing fee set by the city's Fee Resolution. Revisions to a master sign program may be approved by the Director with a standard sign permit if the intent of the original approval is not affected. Revisions that would substantially deviate from the original approval shall require the approval of a new master sign program.

- b. *Standards.* A master sign program shall comply with the following standards:
 - i. The program shall comply with the purpose of this chapter.
 - ii. The signs shall enhance the overall development, be in harmony with, and relate visually to other signs included in the master sign program, to the structures or developments they identify, and to surrounding development;
 - iii. The program shall accommodate future revisions that may be required because of changes in use or tenants; and
 - iv. The program shall comply with the standards of this chapter, except that flexibility is allowed with regard to sign area, number, location, or height to the extent that the master sign program will enhance the overall development and will more fully accomplish the purposes of this chapter.

7. Creative Sign Permit

- a. *Definition Creative Sign Permit.* Applicants may apply for a Creative Sign Permit for those signs which are not listed or which exceed the provisions of this Chapter. The Creative Sign Permit is intended for signs that meet the intent and standards of the Sign Code, but may not necessarily meet the standards shown in Table 3. An applicant may request approval of a creative sign permit to authorize on-site signs that employ standards that differ from the other provisions of this chapter but comply with the intent of this Chapter.
- b. *Purpose.* To encourage signs of unique design, and that exhibit a high degree of thoughtfulness, branding, imagination, inventiveness, and spirit; and to provide a process for the application of sign regulations in ways that will allow creatively designed signs that make a positive visual contribution to the overall image of the city, while mitigating the impacts of large or unusually designed signs.
- c. *Application and Procedure Requirements.* A sign permit application for a creative sign shall include all information and materials required by the department, and the filing fee set by the city's Fee Resolution. A sign permit application for a creative sign shall be subject to review and approval by the Director of Development Services when the proposed sign is fifty square feet or less, and by the Commission when the sign is larger than fifty square feet. Notification for a sign permit for a creative sign shall be given in the same manner specified by this Zoning Ordinance for Director-approved development permits in Chapter 19.48.
- d. *Design Criteria.* In approving an application for a creative sign, the review authority shall ensure that a proposed sign meets the following design criteria.
 - i. *Design Quality Criteria.* The sign shall 1) constitute a substantial aesthetic improvement to the site and shall have a positive visual impact on the surrounding area; 2) be of unique design, and exhibit a high degree of thoughtfulness, imagination, inventiveness, and spirit; and 3) provide strong graphic character through the imaginative use of graphics, color, texture, quality materials, scale, and proportion.
 - ii. *Contextual Criteria.* The sign shall contain at least one of the following elements: 1) classic historic design style; 2) creative image reflecting current or historic character of the city; 3) symbols or imagery relating to the citrus packing industry; or 4) inventive representation of the use, name, or logo of the structure or business.
 - iii. *Architectural Criteria.* The sign shall: 1) utilize or enhance the architectural elements of the building; and 2) be placed in a logical location in relation to the overall composition of the building's façade and not cover any key architectural features and details of the façade.
 - iv. *Neighborhood Impacts.* The sign shall be located and designed not to cause light and glare impacts on neighboring residential uses.

Table 3. Sign Standards by Use

a. SIGN STANDARDS

MULTI-FAMILY RESIDENTIAL USE			
Allowed Sign	Maximum Sign Height	Maximum No. of Signs Allowed per Parcel	Maximum Sign Area Allowed per Parcel
i. Wall or Freestanding	Wall signs: below edge of roof. Freestanding: 48 inches	1 wall sign or freestanding sign per entrance or street frontage	12 sf each per face area; 24 sf maximum total sf for all signs.

b. SIGN STANDARDS NON-RESIDENTIAL USE/MIXED USE		
Allowed Sign	Placement Standards	Maximum Number and Sign Area
i. Awning	Shall be entirely on awning valence; lettering max 66% of valence height; valence height max: 18 inches.	50% of the area of the valence front. 1 sign max per each separate awning valence.
ii. Marquee	To be established during project review. Allowed only for the entrance of a theatre or playhouse.	To be established during project review. 1 sign max
iii. Monument	5 ft. including base structure. Allowed only on a site with more than 100 ft. of continuous street frontage.	36 sf
iv. Projecting or suspended	16 inches from face of building and bottom of sign shall be no closer than 8 ft. above sidewalk surface below.	6 sf. No dimension greater than 3 ft. Sign shall be redwood sandblasted, hand carved or architecturally designed.
v. Wall	2 ft. below parapet or eave. Individual letters 18 inches. Mounting 1-story: above 1 st floor windows. Mounting multi-story: between windows.	1 sf. per linear foot primary business. 1 sign allowed per business frontage with pedestrian entrance. Side street or rear entrance wall sign max 50% of the primary sign area.
vi. Window Permanent	Within window area	15% of total window area max.
vii. Window Temporary	Within window area	25% of total window area. Allowed for display a maximum of 15 days at 1 time, up to 3 times in a 12 month period.
viii. A-boards and other portable sidewalk signs are permitted	May not impede pedestrian flow.	1 per business. Signs may only be permitted while the business is open. Requires an encroachment permit if in the public right-of-way
ix. Building Wall Facing RR ROW	Businesses may have signage equal to or less than the allowable projecting or wall sign standards.	Building or parcel must front along Crowther Avenue and the Railroad ROW
x. Directional Signage on private property		

7. Legal Nonconforming Signs

A legal nonconforming sign is any permanent or temporary sign that was legally established and maintained in compliance with the provisions of all applicable laws in effect at the time of original installation but that does not now comply with the provisions of this specific plan.

- a. General requirements. A legal nonconforming sign shall not be:
 - i. Changed to another nonconforming sign;
 - ii. Structurally altered to extend its useful life;
 - iii. Enlarged;
 - iv. Re-established after a business is discontinued for 60 days or more, subject to the amortization clause below; or
 - v. Re-established after damage or destruction to 50 percent or more of the value of the sign, or its components, as determined by the Building Official and subject to the amortization clause below.

b. Maintenance and changes.

Sign copy and face changes, nonstructural modifications, and nonstructural maintenance (e.g., painting, rust removal) are allowed without a sign permit up to a maximum of 25 percent of the existing total area of the sign. Face changes not including copy, and any nonstructural modifications exceeding 25 percent of the existing total area of the sign, and any structural changes shall comply with all applicable standards of this Chapter.

23.111.60 Amortization and Existing Uses
A. In order to preserve private property rights, all legal uses, buildings or structures in existence immediately preceding the effective date of this Chapter, may be continued to operate as a legal nonconforming use, building or structure.
B. Five (5) years after the effective date of this ordinance, the property may be sold or transferred and the legally nonconforming use, building, or structure may continue in the following circumstances: <ul style="list-style-type: none">i. The business/property is transferred from a Parent to his/her Child, from a Child to his/her Parent as defined in Chapter 23.04 of Municipal Code.ii. The business/property is transferred from an owner to his/her employee(s) such that the Ownership does not change as defined in Chapter 23.04 of Municipal Code.
C. Notwithstanding the foregoing, five (5) years after the effective date of this ordinance, the exception set forth in subsection (B) shall only apply if: <ul style="list-style-type: none">i. The same use in existence as of five years from effective date of this ordinance will continue to operate. If the primary use of the business/property (not accessory uses), remains unchanged, then the secondary uses may change. Secondary uses are defined in the definitions section of this chapter. Secondary uses may also be "accessory uses" as defined in Section 23.04.030 of the PMC and which means "a use incidental, appropriate, subordinate and devoted exclusively to the main use of the lot or building"; andii. The building or structure is not modified or expanded; and The use, building or structure is not abandoned or discontinued for twelve (12) months or more.

D. The provisions of this section shall not apply to the Packing House, located at 341 S. Melrose Street, identified in the California Register of Historical Resources as eligible for designation as a historic resource. Due to its historical significance and the additional costs associated with bringing a historic resource that requires adaptive reuse into compliance with the TOD standards, the Packing House is exempt from amortization requirements as set forth herein.

E. The City shall give notice to all property owners of properties within the TOD regarding this ordinance in the following manner:

- i. Within 180 days of adoption of this ordinance;
- ii. Within 3 years after adoption of this ordinance; and
- iii. At least 4 years after adoption of this ordinance.

Failure to provide any of the notices above shall not prevent the City from enforcing the requirements of this chapter.

23.111.070 Public Art/Public Plazas

Applicability:

Public Art and Public Plazas are encouraged in every development. Public art or plazas may be required as part of a development agreement for those developments that include 20 or more units or which are over 20,000 square feet. Public art is encouraged in construction and remodel/rehabilitation of existing structures. Public art is encouraged to reflect the history of the Packing House District and citrus growing industry.

Generally, the plans for proposed plazas or public art shall be part of the entitlement package submitted. The plazas may be located on the project site or at another location set forth in a development agreement, but must be located within the TOD project area.

23.111.080 TOD Development Impact Fee Program

In addition to City baseline impact fees, the TOD zone will require additional public realm improvements and projects are subject to a TOD Impact Fee that ensures all public sector infrastructure improvements can be provided. In addition to the TOD Impact Fee, all projects will be required to install public infrastructure and streetscape elements up to the curb face of the public street immediately adjacent to the project, in accordance with the adopted Public Realm Development Standards and Streetscape Master Plan.

Definitions: to be added to Chapter 23.04 of Municipal Code.	
Term	Definitions
Adaptive Reuse Plan	Adaptive reuse refers to a detailed plan for reusing an old site or building for a purpose other than which it was originally designed for. Adaptive reuse seeks to preserve existing buildings by retrofitting spaces for new uses while retaining much of the original features of the structure, and making use of existing infrastructure and transportation networks. Adaptive reuse plans are prepared by preservation professionals.
Bed & Breakfast	A guest house or small hotel offering sleeping accommodations and a morning meal. This does not include owners of single family homes renting individual rooms.
Bike Parking – Long Term	A volume of space that can accommodate locked storage of one or more bicycles or an area located inside a building where bicycles can be stored. Generally for longer

	term storage of bicycles.
Bike Parking – Short Term	A fixture to which one or more bicycles can be securely locked. Generally for 2 hours or less.
Catalyst Site	<p>The catalyst site is defined as the first entitled project within the TOD zone and has the following characteristics:</p> <ol style="list-style-type: none"> 1. The catalyst site shall be a minimum of one acre and shall contain no less than 65 dwelling units per acre; 2. This site is permitted to be all residential, acting as a catalyst to further development in the zone. The catalyst site is permitted to be all residential (not mixed use) but is not required to be all residential; and 3. Should the first entitled project be withdrawn after entitlement, the next entitled project may be all residential only if there have been no other large scale projects entitled or developed in the zone. As a residential only project, the catalyst site may be exempt from the following development standards: <ol style="list-style-type: none"> i. Wrapped parking structure (23.111.040.A.8.z), however any proposed parking structure shall include design and landscape features to mitigate the visual impacts of the parking structure; ii. 15' Ground floor to ceiling height (Sections 23.11.030.E and 23.111.040.5.d); however no less than 10'; and iii. Commercial at ground floor (Section 12.11.030.E.15), however any proposed first floor residential shall include architectural features designed to create consistency with the TOD first floor commercial streetscape.
Child/Parent	“Child” and “Parent” shall have the same meaning as defined in California Probate Code Sections 26 and 54, respectively. In the event of any renumbering or repeal of Sections 26 and/or 54, the successor definition(s) provided pursuant to the provision shall apply.
Courtyard	An open space created by a minimum of 3 sides of a courtyard building and used for private recreation in residential developments.
Courtyard Housing	Building type consisting of residences that can be arranged in several possible configurations: townhouses, townhouses over apartments, apartment over apartments, where an apartment occupies a single floor.
Electric Vehicle Charging Stations	<p><u>Level 2: 240-volt:</u> Level 2 requires charging equipment to be purchased and installed and provides about 10-20 miles of range per hour of charge. From empty, a full size battery electric car takes about 4-7 hours to recharge.</p> <p><u>DC Fast Charging: 440-volt:</u> DC fast charging provides up to an 80% charge in about 30 minutes.</p>
Entitled Project	Entitled project shall mean a project that has obtained final approval of all necessary planning and other land use approvals.
General Retail	A business or person who sells goods to an individual consumer as opposed to a wholesaler or supplier, who normally sell their goods to another business. Any retail transaction, which has a good sold, is taxable by the State Board of Equalization.
Green	Available for informal active and passive recreation. A green may be spatially defined by ground plan landscape and informal trees and/or buildings.
Hostess Bar	Hostess clubs are nightclubs where staff cater to and/or engage with customers seeking drinks and/or attentive conversation. Typically the staff will be scantily clad. These are also called “bikini bars,” “bee clubs,” and other similar descriptions.
Live/Work	Integrated residence and working space, occupied and utilized by a single household in a structure that has been designed or structurally modified to accommodate joint residential occupancy and work activity. However, such residential use shall only be allowed on the second floor or above of said live/work space. The interior residential portion shall be clearly separated and not be visible from the commercial

	space.
Medical Offices/ Services	An office or health facility providing health services including, without limitation, preventative and rehabilitation treatment, diagnostic services, testing and analysis. This use includes offices providing medical, dental, surgical, rehabilitation, podiatric, optometric, chiropractic and psychiatric services, and medical or dental laboratories incidental to these offices, but exclude inpatient services and overnight accommodation.
Mixed Use	The combination of non-residential and residential uses in the same structure or on the same site, where the residential component is located either above (vertical mixed-use) or behind or next to (horizontal mixed-use) the non-residential component.
Neighborhood Market	A retail store specializing in fresh produce and staples including bread, cereal, dairy products, and may include a deli counter. More than 75% of floor plan shall be devoted to food sales.
New Construction	New construction means any new ground up building, or any additions/renovations of more than 50% of existing ground floor building square footage, or any major remodel projects of buildings that are over 10,000 square feet and or any major remodel of the Packing House building as part of an adaptive reuse plan.
Nightclub	Any bar, cocktail lounge, discotheque, or similar establishment which provides live entertainment (music and/or dancing, comedy, etc.) in conjunction with alcoholic beverage sales. Includes bars, taverns, pubs, karaoke bars, and similar establishments where any food service is subordinate to the sale of alcoholic beverages.
Office Use	A place of business providing administrative business professional services such as insurance agencies, real estate offices, law offices, architectural or design offices, accounting services, travel agencies, etc. This includes government offices, and postal facilities and businesses engaged in the production of intellectual property such as advertising agencies, computer software production and programming services, educational, scientific and research organizations, media post production services, photography and commercial art studios, and writers and artists offices. This definition does not include "banks and financial Services."
Ownership	Ownership shall mean the ownership of 51% or more interest of a business or real property, including all land, structures, and other interest in the property.
Personal Services	Personal services are any businesses where services are provided or performed through direct physical contact between patron and employee. These include but are not limited to: barbers, beauticians, aestheticians, cosmetologists, nail salons, tanning salons, massage therapists, and tattoo parlors/body modification studios. They do not include doctors, dentists, chiropractors, or other state-licensed medical professionals.
Plaza	An open area usually located near buildings and often featuring walkways, trees and shrubs, places to sit, and sometimes shops
Primary Use	Five (5) years from the effective date of this Ordinance, Primary Use shall mean the main use which occupancies at least 70% or more of the total building area.
Retail and/or Commercial Uses	Uses as listed as Retail/Commercial Uses in Table 1 herein.
Secondary Use	Secondary uses are uses unrelated to the primary uses, located in the same building as the primary use, but which take up less than 30% of the total building area. Secondary uses are not accessory uses as defined in Chapter 23.04.030.
Studio	A place for the study or practice of an art, skill or specific fitness activity (such as

	dancing, singing, acting, cooking, yoga, palates, spinning, etc.). Typically this is one room devoted to the activity and where there is a limited number of teachers, all teaching the same skill or activity.
Telecommunication Cell Tower	A cell tower not including building used for telecommunication businesses.
Transit Oriented Development (TOD)	Transit-oriented development, or TOD, is a type of community development that includes a mixture of housing, office, retail and/or other amenities integrated into a walkable neighborhood and located within a half-mile of quality public transportation.
Wrapped Parking	A building parking design that completely conceals on all sides a parking garage that is designed for occupancy by retail, service, office, and/or residential uses, or for an all residential development.

A Transforming Opportunity Comes to Placentia's Packing House District



Contact

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Director of Development Services

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Hours

Monday - Thursday
7:30 am - 6:00 pm

The City of Placentia has been given a unique opportunity with the new state-of-the-art Metrolink Station (Station) and 246-space parking structure within the Old Town Placentia area. Operational by 2020, the proposed Station can help transform the Packing House District (near Melrose Street and Crowther Avenue) into an active, vibrant destination. Transit-oriented development, or TOD, is a type of community development that includes a mixture of housing, office, retail and/or other amenities integrated into a walkable neighborhood and located within a half-mile of a public transportation stop. To help this transformation, the City of Placentia has proposed an amendment to the Zoning Code with specific standards to allow a mixed use, pedestrian oriented retail and residential district, creating new development opportunities for a one-of-a-kind destination. It will also support existing retail and restaurant businesses while growing the City's local economy.

Economic Benefits

The future TOD District will generate public and private investments of up to \$495 million in the District and the City. Upon completion, the surrounding TOD area is estimated to generate approximately \$1,550,000 in General Fund revenue for the City. Additionally, the proposed TOD District area would assist with reconstructing streets and street

improvements. In total, construction of the TOD District is estimated to generate approximately 3,272 jobs, which will aid in improving Placentia's local economy.

TOD Presentation

To view the presentation made at the November 30, 2016 Community Meeting, please click on the link below (it may take a few extra seconds to load due to the size of the document):

[PowerPoint Presentation](#)

TOD Schedule

Below is the schedule of the TOD Zoning Text Amendment, General Plan Amendment, and supporting documentation.

Date	Meeting	Results
March 14, 2017	Planning Commission	Approved Unanimously
April 4, 2017	City Council Meeting - 1st Reading	Approved Unanimously
April 18, 2017	City Council Meeting - 2nd Reading	Approved Unanimously

TOD Ordinance and Development Standards

The adopted Ordinance No. 2017-04 and TOD Development standards can be view at:

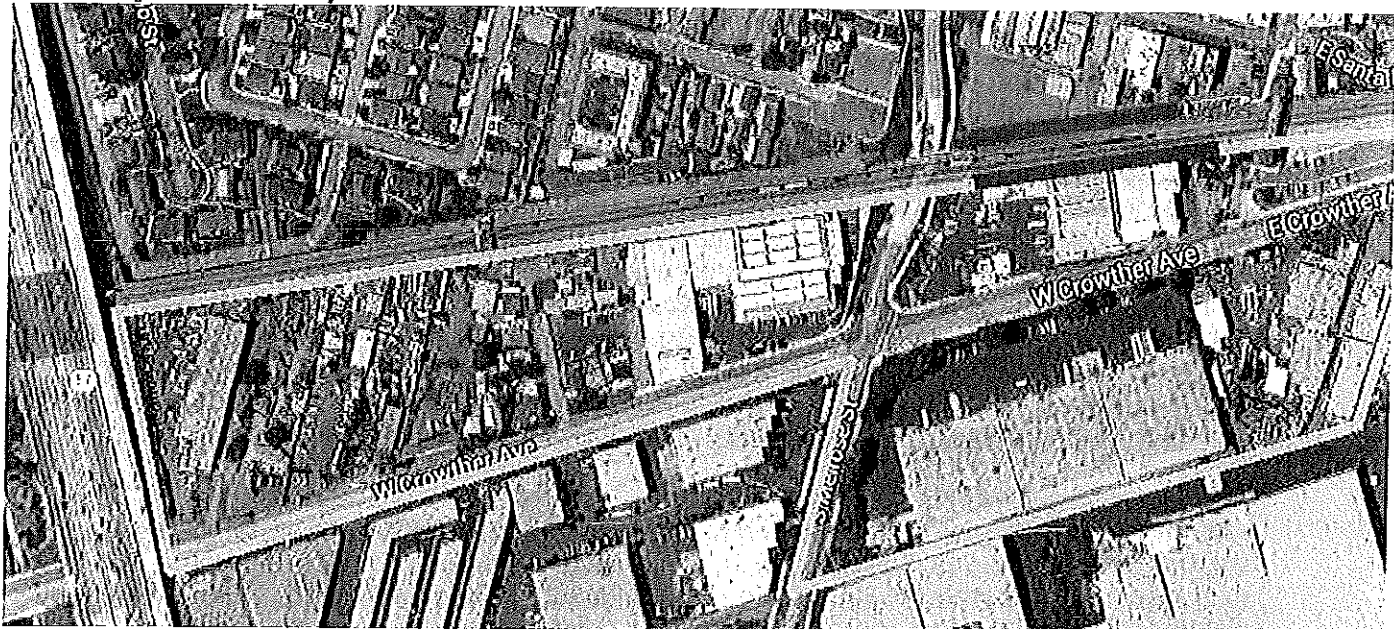
[O-2017-04](#)

[Development Standards](#)

CEQA Documents

- [Notice of Availability](#)
- [Initial Study](#)
- [Initial Study Appendices](#)

TOD Project Boundary



Placentia Veterans Village

Contact

Development Services Department

Make a Comment on the Project

401 E. Chapman Avenue
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Hours

Monday - Thursday
7:30 am - 6:00 pm

Placentia Veterans Village

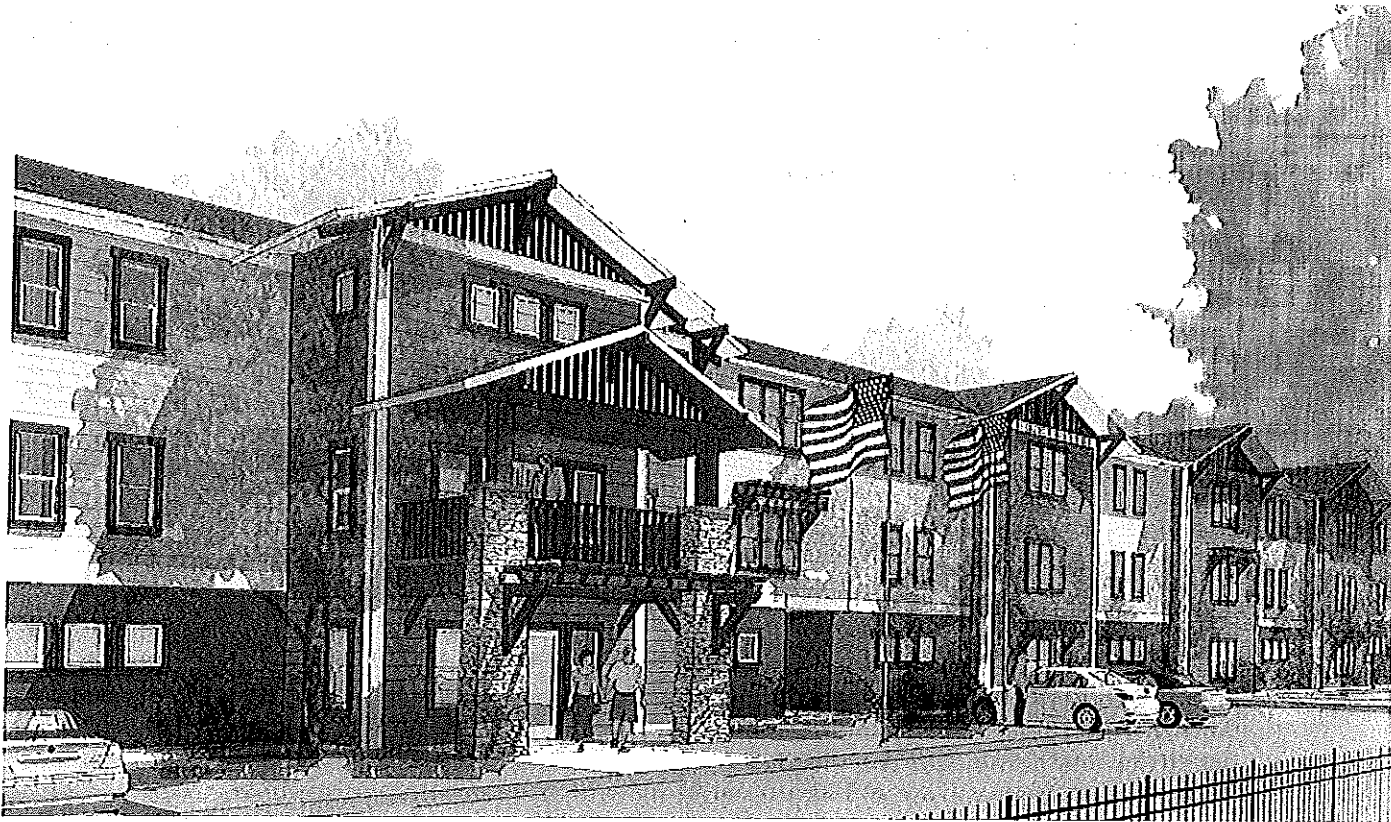
The City is taking the lead on a state-of-the-art development that will bring permanent supportive housing to military veterans who are homeless or disabled. The City is partnering with the County of Orange, Mercy Housing California, and New Directions to plan, design, construct and administer the Placentia Veterans Village, a permanent supportive housing development that will serve military veterans who are homeless or disabled.

California is home to nearly 2 million veterans. Approximately 137,000 veterans live in Orange County. There is an estimated 3,500 homeless veterans in Orange County and over 6,000 Orange County veterans are unemployed at any given time.

Mercy Housing California is the largest operating partner of Mercy Housing, Inc., the nation's largest nonprofit owner of service enriched affordable housing. Formed in 1981, with offices in Los Angeles, San Francisco, and Sacramento. Mercy Housing California owns and manages more than 11,000 homes for over 16,500 lower income Californians.

Mercy Housing California proposes to develop the Placentia Veterans Village, a high quality, service enriched, affordable apartment development for United States Military Veterans who are homeless and or disabled. The development site is a 3.65-acre unimproved site comprised of two parcels, one is owned by the Orange County Flood Control District and the adjacent parcel is owned by a private party. The Development is located adjacent to a newly constructed street located near the intersection of Orangethorpe Avenue and Lakeview Avenue; north of the Atwood Flood Control Channel. The current property is vacant and has frequently been used for illegal dumping. The new Development will improve the property significantly while addressing a need in Orange County and throughout the nation.

The proposed Development will include fifty (50) furnished apartment homes (forty-nine (49) for veterans and one (1) for one-site management unit), a courtyard, community garden, recreation room, energy efficient design and appliances, computer room, and resident services offices. The state-of-the-art development will be LEED Gold, utilizing energy efficient design principles and building materials.



Tentative Schedule for Construction

Description	Date
Complete Planning Entitlements	February, 2017
Design Review	March, 2017
Plan Check Review	September, 2017
Construction Bids Released	November, 2017
Select a Construction Firm	February, 2018
Begin Construction	March, 2018
End Construction	Late, 2018