



## Regular Meeting Agenda

March 6, 2012

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

### *Mission Statement*

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

Jeremy B. Yamaguchi  
Mayor

Chad P. Wanke  
Mayor Pro Tem

Joseph V. Aguirre  
Council Member

Scott W. Nelson  
Council Member

Constance M. Underhill  
Council Member

Patrick J. Melia  
City Clerk

Craig S. Green  
City Treasurer

Troy L. Butzlaff, ICMA-CM  
City Administrator

Andrew V. Arczynski  
City Attorney

### *Vision Statement*

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

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

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

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

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

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

### **Special Accommodations**

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

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

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

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

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**PLACENTIA CITY COUNCIL  
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE  
PLACENTIA REDEVELOPMENT AGENCY  
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY  
REGULAR MEETING AGENDA – EXECUTIVE SESSION**

**March 6, 2012**

**5:00 p.m. – City Council Chambers  
401 E. Chapman Avenue, Placentia, CA**

**CALL TO ORDER:**

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

**ORAL COMMUNICATIONS:**

At this time the public may address the City Council and Boards of Directors concerning any items on the Executive Session Agenda only.

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

**CITY COUNCIL:**

1. Pursuant to Government Code Section 54956.9(a) for Conference with Legal Counsel Regarding Existing Litigation – One (1) Item
  - a. City of Placentia vs. Woodruff, Spradlin & Smart, Orange County Superior Court Case No. 30-2010-00367949
2. Pursuant to Government Code Section 54956.9(c) for Conference with Legal Counsel Regarding the Initiation of Litigation – One (1) Item
3. Pursuant to Government Code Section 54957.6 Conference with City Labor Negotiator Concerning Labor Negotiations with the following groups:
  - a. Placentia Police Officers Associations (PPOA)  
City Representatives: Troy L. Butzlaff, City Administrator  
Rick Hicks, Chief of Police
  - b. Placentia City Employees Association (PCEA)  
City Representatives: Troy L. Butzlaff, City Administrator  
Steve Pischel, Director of Administrative/Community Services
4. Conference with Legal Counsel – Case Review/Planning – Government Code 54957.8:
  - a. Property 1530 N. Valencia Avenue, APN 336-054-21  
Don Huennekens, HQT Homes

**SUCCESSOR AGENCY:** None

**ICDA:** None

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

**PLACENTIA CITY COUNCIL  
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE  
PLACENTIA REDEVELOPMENT AGENCY  
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY  
REGULAR MEETING AGENDA  
March 6, 2012  
7:00 p.m. – City Council Chambers  
401 E. Chapman Avenue, Placentia, CA**

**CALL TO ORDER:**

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

**INVOCATION:** Jeff Hetschel, OCTA Chaplain

**PLEDGE OF ALLEGIANCE:**

**PRESENTATIONS:**

**1. Requests for Commendations and Proclamations**

- a. Proclamation Recognizing the 75<sup>th</sup> Anniversary of the Placentia Rotary Club  
Recipient: Placentia Rotary Club President Roy Redman  
Presenter: Mayor Yamaguchi

Recommended Action: It is recommended that the City Council:  
Approve requests as submitted and make presentations to those present

**EXECUTIVE SESSION REPORT:**

**CITY ADMINISTRATOR REPORT:**

**ORAL COMMUNICATIONS:**

At this time the public may address the City Council and Boards of Directors concerning any agenda item, which is not a public hearing item, or on matters within the jurisdiction of the City Council and Boards of Directors.

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

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

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

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

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

- a. **Consideration to Waive Reading in Full of all Ordinances and Resolutions**  
Financial Impact: None  
Recommended Action: Approve
- b. **Minutes**  
**City Council/Successor/ICDA Regular City Council Meeting – February 21, 2012**  
Recommended Action: Approve
- c. **City Fiscal Year 2011-12 Warrant Register for February 22, 2012 Through March 6, 2012**  
Financial Impact: \$977,984  
Recommended Action: Approve
- d. **Successor Agency Fiscal Year 2011-12 Warrant Register for February 22, 2012 Through March 6, 2012**  
Financial Impact: \$220.99  
Recommended Action: Approve

**COUNCIL CONSENT CALENDAR:**

- e. **Approval of Agreement with ADT Security Services, Inc., Regarding Wireless Connectivity for CCTV Traffic Cameras and Bradford Pedestrian Bridge Cameras**  
Financial Impact: Expense: \$39,336 (\$35,760 plus 10% contingency)  
Offsetting Revenue: \$30,385.57 (OCTA reimbursement and ADT credit)  
Budgeted: \$10,000.00 (Account No. 433654-6290)  
Recommended Action: It is recommended that the City Council:
  - 1) Approve an agreement with ADT Security Services for the purchase and installation of additional traffic surveillance cameras and wireless connectivity system in an amount not to exceed \$39,336
  - 2) Authorize the City Administrator to execute an agreement, in a form acceptable to the City Attorney, with ADT Security Services and to sign all applicable documentation related to the purchase and installation of video surveillance, monitoring and storage equipment

**SUCCESSOR AGENCY CONSENT CALENDAR:** None

**ICDA CONSENT CALENDAR:** None

**2. PUBLIC HEARINGS:**

**COUNCIL/SUCCESSOR AGENCY/ICDA:** None

**COUNCIL:** None

**SUCCESSOR AGENCY:** None

**ICDA:** None

**3. OLD BUSINESS:**

**COUNCIL/SUCCESSOR AGENCY/ICDA OLD BUSINESS:** None

**COUNCIL OLD BUSINESS:** None

**SUCCESSOR AGENCY OLD BUSINESS:** None

**ICDA OLD BUSINESS:** None

**4. NEW BUSINESS:**

**COUNCIL/SUCCESSOR AGENCY/ICDA NEW BUSINESS:**

- a. **Lease Agreement with Los Angeles SMSA Limited Partnership dba Verizon Wireless for Verizon Wireless Communications Facility at 201 North Bradford Avenue (APN 339-033-04) aka Kraemer Memorial Park**  
Financial Impact: Revenue: \$28,800 first year with four percent (4%) increase annually

Recommended Action: It is recommended that the City Council:

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

- b. **Consideration of Appointments to the Oversight Board for the Successor Agency of the Redevelopment Agency of the City of Placentia and Authorization for Staffing Support**

Financial Impact: Unknown fiscal impact within administrative cost allowance provide for under State Code

Recommended Action: It is recommended that the Mayor take the following actions:

- 1) Approve the appointment of a member to the Oversight Board per H&SC §34179(a)(2)
- 2) Approve the appointment of a member representing the employees of the former redevelopment agency to the Oversight Board per H&SC §34179(a)(7)

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

- 3) Provide direction to the City Administrator for staffing resources in support of the Oversight Board

**COUNCIL NEW BUSINESS:**

- c. **Recommendation to Approve Cooperative Agreement C-2-1330 Between Orange County Transportation Authority and City of Placentia for the Richfield Road Widening Project**

Financial Impact: Expense: \$347,000 for professional and construction services  
Offsetting Revenue: \$227,000 OCTA and \$72,000 Gas Tax Bond Funds, \$48,000 previous project expenditures

Recommended Action: It is recommended that the City Council:

- 1) Approve Cooperative Agreement No. C-2-1330 between the City of Placentia and the Orange County Transportation Authority for the Richfield Road Widening Project
- 2) Authorize the Mayor to execute the Cooperative Agreement on behalf of the City

- 3) Approve the attached budget resolution appropriating \$299,000 to Account No. 333552-6185 J/L 6102040155 (Capital Projects – Richfield Road Widening)

**SUCCESSOR AGENCY NEW BUSINESS:** None

**ICDA NEW BUSINESS:** None

**CITY COUNCIL/BOARD MEMBERS REQUESTS:**

Council/Board Members may make requests or ask questions of Staff. If a Council/Board Member would like to have formal action taken on a requested matter, it will be placed on a future Council or Board Agenda.

**ADJOURNMENT:**

The City Council/Successor Agency/ICDA Agency Board of Directors will adjourn to the next regular meeting on March 20, 2012.

***In  
Memory  
of  
Kenneth Rowley  
Retired City of Placentia Police Captain***

**CERTIFICATION OF POSTING**

I, Tania Moreno, Deputy City Clerk for the City of Placentia and Assistant Secretary of the Industrial Commercial Development Authority, hereby certify that the Agenda for the March 6, 2012, meetings of the City Council, Successor Agency, and Industrial Commercial Development Authority was posted on March 1, 2012.

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Tania Moreno, Deputy City Clerk

**PRESENTATION – PROCLAMATION RECOGNIZING THE 75<sup>TH</sup> ANNIVERSARY OF THE PLACENTIA ROTARY CLUB  
CITY COUNCIL MEETING MARCH 6, 2012**

Mayor Yamaguchi to present a proclamation recognizing the 75<sup>th</sup> anniversary of the Placentia Rotary Club to the Placentia Rotary Club President Roy Redman.

**Presenter: Mayor Yamaguchi**

**Recipient: Placentia Rotary Club President Roy Redman**

**Presentation A  
March 6, 2012**

**PLACENTIA CITY COUNCIL  
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE  
PLACENTIA REDEVELOPMENT AGENCY  
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY  
REGULAR MEETING MINUTES – EXECUTIVE SESSION  
February 21, 2012  
5:00 p.m. – City Council Chambers  
401 E. Chapman Avenue, Placentia, CA**

**CALL TO ORDER:** Mayor/Board Chair Yamaguchi called the meeting to order at 5:10 p.m.

**ROLL CALL:**

PRESENT: Council/Agency Members Yamaguchi, Wanke, Aguirre, Underhill

ABSENT: None

Councilmember Nelson arrived at 5:15 p.m.

**ORAL COMMUNICATIONS:** None

**CITY COUNCIL:**

1. Pursuant to Government Code Section 54956.9(a) for Conference with Legal Counsel Regarding Existing Litigation - One (1) Item
  - a. City of Placentia vs. Woodruff, Spradlin & Smart, Orange County Superior Court Case No. 30-2010-00367949
2. Pursuant to Government Code Section 54956.9(b) for Conference with Legal Counsel Regarding Anticipated Litigation - Two (2) Items
3. Pursuant to Government Code Section 54956.9(c) for Conference with Legal Counsel Regarding the Initiation of Litigation - Two (2) Items
4. Pursuant to Government Code Section 54957.6 for Conference with City's Labor Negotiator as follows:

City Representatives: Troy L. Butzlaff, City Administrator  
Stephen D. Pischel, Director of Administrative Services and Community Services  
Employee Group: Unrepresented Employees (Department Heads/Mid-Managers)
5. Pursuant to Government Code Section 54957 for Public Employee Performance Evaluation
  - a. City Administrator
  - b. City Attorney
6. Conference with Legal Counsel - Case Review/Planning - Government Code 54957.8:
  - a. Property 1530 N. Valencia Avenue, APN 336-054-21  
Don Huennekens, HQT Homes

**SUCCESSOR AGENCY:** None

**ICDA:** None

**RECESS:** The City Council/Successor Agency/ICDA recessed to the Regular Meeting at 7:05 p.m.

**CALL TO ORDER:**

**PRESENT:** Council/Agency Members Yamaguchi, Wanke, Aguirre, Nelson, Underhill

**ABSENT:** None

**STAFF PRESENT:** City Administrator/Executive Director, Troy L. Butzlaff; City Attorney/Agency Counsel, Andrew V. Arczynski; Assistant City Administrator, Ken Domer; Director of Administrative and Community Services, Steve Pischel; Police Chief, Rick Hicks; Finance Services Manager, Michael Nguyen; Deputy City Clerk, Tania Moreno

**INVOCATION:** Warren Johnson, OCFA Chaplain

**PLEDGE OF ALLEGIANCE:** Councilmember Aguirre

**PRESENTATIONS:**

**1. Requests for Commendations and Proclamations**

- a. 2011 Mothers Against Drunk Driving Award (MADD)  
Recipients: Officer Ainley, Officer Gloe, and Officer Reinker  
Presenters: Mayor Yamaguchi and MADD Representative
  
- b. Employee of the Quarter – General Employee Group  
Recipient: Danyelle Sanchez, Human Resources Analyst  
Presenters: Mayor Yamaguchi and City Administrator  
Director of Administrative Services

Recommended Action: It is recommended that the City Council:  
Approve requests as submitted and make presentations to those present

Councilmember Underhill inquired about the process of approving commendations presented by Councilmembers at outside events.

Discussion ensued among Council and Staff regarding recognitions presented by Councilmembers at outside events.

Council directed Staff to bring back to Council for consideration a policy establishing a formal process for individual certificates of recognition handed out during outside events.

Councilmember Nelson spoke in support of approving commendations and proclamations prior to the City Council meeting.

Councilmember Aguirre spoke in support of approving commendations and proclamations prior to the City Council meeting.

A vote was taken to approve Presentations Nos. 1.a. through 1.b., items were unanimously approved 5-0.

**EXECUTIVE SESSION REPORT:**

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

**CITY ADMINISTRATOR REPORT:** None

**ORAL COMMUNICATIONS:**

Erna Smith, resident, expressed her concerns regarding a building citation she received from the City.

Greg Gillaspay, City of Yorba Linda resident, announced that the Vietnam Traveling Wall known as the "The Wall that Heals" would be in exhibit at Tri-City Park on March 13-18, 2012 and invited the community to attend. He thanked the City Council for their support.

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

Councilmember Nelson congratulated the Valencia High School Decathlon Team champions. He reminded residents about the OC Bridges Project and street detours. He announced the upcoming citywide slurry seal project. He noted that he would be attending a Task Force meeting regarding redevelopment agencies in Sacramento. He noted that the City should monitor AB 32 and SB 375.

Councilmember Underhill referred to the Letter to the Editor published in the OC Register newspaper. She expressed her concerns regarding the meeting held at Koch Park on February 1, 2012 hosted by Mayor Yamaguchi. She inquired about the Staff time used and financial impact the event had on the City. She noted she did not receive an invitation to the event and that the meeting should be referred to as a personal event not a City event. She spoke in support of adopting a City Policy that would require approval by City Council when a Councilmember decides to do something that will exceed a cost of \$200. She congratulated Valencia High School Wrestling Team Champions.

Councilmember Aguirre congratulated Valencia High School Decathlon Team. He expressed his concerns regarding the meeting held at Koch Park on February 1, 2012 hosted by Mayor Yamaguchi. He noted that the event seemed to be a private function and not a City event. He noted that he did not receive an invitation to the event and learned about the event after it was held. He asked the City Administrator to report on the cost and provide a financial breakdown.

Mayor Pro Tem Wanke noted that Mayor Yamaguchi and himself attended a meeting with the County of Orange Transportation Authority. He attended a meeting at El Dorado High School and reviewed their media program. He congratulated Human Resource Analyst Danyelle Sanchez on her recognition. He thanked the volunteers in charge of the "The Wall That Heals". He expressed his condolences to Mr. Butzlaff for the passing of his mother-in-law.

Mayor Yamaguchi noted that City Administrator Butzlaff was informed about the community meeting held at Koch Park on February 1, 2012. He noted that he requested not to use Staff time to avoid the use of City funds. He noted that he had recently walked the La Jolla area and talked to residents. He attended the YWCA at North Orange County where they recognize the Man and Woman of the Year. He noted that Mayor Pro Tem Wanke and

himself met with the OC Bridges Project staff to go over the project progress. He congratulated Vanderveer Plastics for their 25<sup>th</sup> anniversary doing business. He attended the Placentia Community Networking meeting, a school site visit at Tuffree Middle School and the 4<sup>th</sup> District Bikeway Summit meeting.

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

A motion was made by Councilmember Nelson, seconded by Councilmember Aguirre, to approve Consent Calendar Item Nos. 1.a. through 1.f. Mayor Yamaguchi voted no on item 1.e. and affirmative on the balance of the consent calendar items.

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

- a. **Consideration to Waive Reading in Full of all Ordinances and Resolutions**  
Financial Impact: None  
Recommended Action: Approve  
**(APPROVED 5 – 0, as recommended)**
  
- b. **Minutes Adjourned City Council/RDA/ICDA Regular City Council Meeting - January 24, 2012 and City Council/Successor/ICDA Regular City Council Meeting - February 7, 2012**  
Recommended Action: Approve  
**(APPROVED 5 – 0, as recommended)**
  
- c. **City Fiscal Year 2011-12 Warrant Register for February 8, 2012 Through February 21, 2012**  
Financial Impact: \$714,572.12  
Recommended Action: Approve  
**(APPROVED 5 – 0, as recommended)**
  
- d. **Successor Agency Fiscal Year 2011-12 Warrant Register for February 8, 2012 Through February 21, 2012**  
Financial Impact: \$3,554.31  
Recommended Action: Approve  
**(APPROVED 5 – 0, as recommended)**

**COUNCIL CONSENT CALENDAR:**

- e. **Recommendation to Approve Professional Services Agreement with Albert Grover & Associates, Inc. for Professional Traffic Engineering Services Relative to Upgrading the City's Traffic Signal Control System**  
Financial Impact: Expense: \$85,295.00 Offsetting  
Revenue: \$85,295.00 Measure M1 (Signal Improvement Program - SIP)  
Budgeted: \$85,295.00 (Account No.: 333552-6185 J/L 6800140141)  
Recommended Action: It is recommended that the City Council:
  - 1) Approve a professional services agreement with Albert Grover & Associates, Inc., in a form approved by the City Attorney for an amount not to exceed \$85,295.00 for engineering, system integration services, and equipment installation
  - 2) Authorize the City Administrator to execute all necessary documents to effectuate this agreement**(APPROVED 4 – 1, Mayor Yamaguchi voted no)**

f. **Request for City Council Approval to Change the Meeting Date of the Historical Committee**

Financial Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Approve the request of the meeting date change from the third Thursday to the fourth Tuesday of each month

**(APPROVED 5 – 0, as recommended)**

**SUCCESSOR AGENCY CONSENT CALENDAR:** None

**ICDA CONSENT CALENDAR:** None

**2. PUBLIC HEARINGS:**

**COUNCIL/SUCCESSOR AGENCY/ICDA:** None

**COUNCIL:** None

**SUCCESSOR AGENCY:** None

**ICDA:** None

**3. OLD BUSINESS:**

**COUNCIL/SUCCESSOR AGENCY/ICDA OLD BUSINESS:** None

**COUNCIL OLD BUSINESS:**

a. **Second Reading of City Council Ordinance Approving an Amendment to Contract Between the Board of Administration California Public Employees' Retirement System and the City of Placentia**

Financial Impact: To be determined

Recommended Action: It is recommended that the City Council:

- 1) Conduct second reading and adopt by title only, Ordinance No. O-2012-01, an ordinance of the City Council of the City of Placentia, California, authorizing an amendment to the contract between the City Council of the City of Placentia and the Board of Administration of the California Public Employees' Retirement System

**(APPROVED 5 – 0, as recommended)**

City Administrator Butzlaff provided a brief Staff report on item 3.a.

A motion was made by Councilmember Nelson, seconded by Councilmember Aguirre, and carried (5 – 0) to conduct second reading and adopt by title only, Ordinance No. O-2012-01, an ordinance of the City Council of the City of Placentia, California, authorizing an amendment to the contract between the City Council of the City of Placentia and the Board of Administration of the California Public Employees' Retirement System.

**SUCCESSOR AGENCY OLD BUSINESS:** None

**ICDA OLD BUSINESS:** None

4. **NEW BUSINESS:**

**COUNCIL/SUCCESSOR AGENCY/ICDA NEW BUSINESS:** None

**COUNCIL NEW BUSINESS:** None

**COUNCIL/SUCCESSOR AGENCY NEW BUSINESS:**

a. **Approval of Resolutions Making Declarations with Respect to Loan, Advance or Indebtedness Pursuant to Health and Safety Code § 33354.8**

Financial Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution R-2012-06, a resolution of the City Council of the City of Placentia, California, making declarations with respect to Loan, Advance or Indebtedness pursuant to Health and Safety Code section § 33354.8
- 2) Acting as the Successor Agency to the Redevelopment Agency of the City of Placentia, adopt Resolution RSA-2012-01, a resolution of the City of Placentia Acting as Successor Agency of the Redevelopment Agency of the City of Placentia, California, making declarations with respect to Loan, Advance or Indebtedness pursuant to Health and Safety Code § 33354.8

**(APPROVED 5 – 0, as recommended)**

City Administrator Butzlaff noted that it was the first joint City Council and Successor Agency meeting.

Assistant City Administrator Domer provided a brief Staff report on item 4.a. He noted that a discussion group has been formed in Orange County to help the unwinding of redevelopment agencies. He recommended that Council approve the declarations with respect to loan, advance or indebtedness.

Discussion ensued among Council and Staff regarding the unwinding of the redevelopment agency.

A motion was made by Councilmember Nelson, seconded by Councilmember Aguirre, and carried (5 – 0) to adopt Resolution R-2012-06, a resolution of the City Council of the City of Placentia, California, making declarations with respect to Loan, Advance or Indebtedness pursuant to Health and Safety Code section § 33354.8; and acting as the Successor Agency to the Redevelopment Agency of the City of Placentia, adopt Resolution RSA-2012-01, a resolution of the City of Placentia Acting as Successor Agency of the Redevelopment Agency of the City of Placentia, California, making declarations with respect to Loan, Advance or Indebtedness pursuant to Health and Safety Code § 33354.8.

**SUCCESSOR NEW BUSINESS:** None

**ICDA NEW BUSINESS:** None

**CITY COUNCIL/BOARD MEMBERS REQUESTS:**

Councilmember Nelson requested that Council give direction to Staff to continue working on the creation of an economic development committee.

Councilmember Underhill requested that Council give direction to Staff that if a Councilmember requests to place an item on the City Council agenda his or her name be identified on that given City Council agenda. She requested that Council give direction to Staff to prepare and present a formal policy that would require approval from City Council for Councilmember's expenditures of \$200 or more.

Discussion ensued among Council and Staff regarding possible exclusions to the expenditure policy.

Mayor Pro Tem Wanke asked if Mr. Butzlaff was aware about the meeting held at Koch Park on February 1, 2012.

City Administrator Butzlaff noted that he made the recommendation to the Mayor to inform the rest of the City Council regarding the February 1, 2012 prior to the event and that it was not a City function.

Mayor Pro Tem Wanke expressed his concerns regarding Councilmember Underhill's comments.

Councilmember Underhill noted that she relies on precedent. She noted that the City holds Neighborhood meetings.

City Administrator Butzlaff recommended the adoption of a City Policy regarding the use of City facilities by elected officials.

Council gave direction to Staff to examine policies from other cities.

**ADJOURNMENT:**

The City Council/Successor Agency/ICDA Board of Directors adjourned at 8:25 p.m. to the next regular City Council meeting in memory of Maria Grandys.

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JEREMY B. YAMAGUCHI  
MAYOR/AGENCY CHAIR

ATTEST:

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PATRICK J. MELIA, CITY CLERK/AGENCY  
SECRETARY

**City of Placentia  
Warrant Register  
For 3/6/2012**

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

**Grand Total:                    977,984.00**

<u>Warrant Totals by ID</u>	
AP	909,557.93
EP	68,426.07
IP	0.00
OP	0.00

Fund Name	<u>Warrant Totals by Fund</u>
101-General Fund	154,146.97
225-Asset Seizure	380.03
260-Street Lighting District	33,493.88
265-Landscape Maintenance	3,242.29
270-Housing and Community Develop.	5,200.00
275-Sewer Maintenance	1,520.12
280-Misc Grants Fund	140.00
401-City Capital Projects	143,179.88
501-Refuse Administration	225,013.49
601-Employee Health & Welfare	196,923.35
605-Risk Management	93,554.85
615-Information Technology	17,498.37
620-Citywide Services	86,557.27
701-Special Deposits	17,133.50

Void Total:                    0.00  
Warrant Total:                977,984.00

<b>LEGEND</b>	
EP	Electronic Payment
MW IP	Machine Written (Immediate Pay)
MW OH	Machine Written (Open Hold)
RV	Reversed Warrant

Warrant Total:                977,984.00

**1.c.  
March 6, 2012**

**City of Placentia  
Warrant Register  
For 02/28/2012**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
EP	ACOSTA, JOAQUIN E000017	MARCH MEDICAL REIMBURSEME	395083-5161 Health Insurance Premiums	T022112	258.00	MARCH 12		00003163	03/01/2012
				<b>Vendor Total:</b>	<b>258.00</b>				
EP	ALDWIR, MAMOUN E000113	MARCH MEDICAL REIMBURSEME	395083-5161 Health Insurance Premiums	T022112	1,187.00	MARCH 12		00003164	03/01/2012
				<b>Vendor Total:</b>	<b>1,187.00</b>				
EP	ANDERSON, MARLA E000071	MARCH MEDICAL REIMBURSEME	395083-5161 Health Insurance Premiums	T022112	888.00	MARCH 12		00003165	03/01/2012
				<b>Vendor Total:</b>	<b>888.00</b>				
EP	ARMSTRONG, JOHN T E000046	MARCH MEDICAL REIMBURSEME	395083-5161 Health Insurance Premiums	T022112	1,145.00	MARCH 12		00003166	03/01/2012
				<b>Vendor Total:</b>	<b>1,145.00</b>				
EP	BABCOCK, CHARLES A E000015	MARCH MEDICAL REIMBURSEME	395083-5161 Health Insurance Premiums	T022112	286.00	MARCH 12		00003167	03/01/2012
				<b>Vendor Total:</b>	<b>286.00</b>				
EP	BEALS, SHARLENE E000076	MARCH MEDICAL REIMBURSEME	395083-5161 Health Insurance Premiums	T022112	258.00	MARCH 12		00003168	03/01/2012
				<b>Vendor Total:</b>	<b>258.00</b>				
EP	BONESCHANS, DENNIS E000020	MARCH MEDICAL REIMBURSEME	395083-5161 Health Insurance Premiums	T022112	258.00	MARCH 12		00003169	03/01/2012
				<b>Vendor Total:</b>	<b>258.00</b>				
EP	BUNNELL, DONALD E000062	MARCH MEDICAL REIMBURSEME	395083-5161 Health Insurance Premiums	T022112	628.00	MARCH 12		00003170	03/01/2012
				<b>Vendor Total:</b>	<b>628.00</b>				
EP	BURGNER, ARTHUR E000074	MARCH MEDICAL REIMBURSEME	395083-5161 Health Insurance Premiums	T022112	628.00	MARCH 12		00003171	03/01/2012
				<b>Vendor Total:</b>	<b>628.00</b>				
EP	CHANDLER, JOHN P E000109	MARCH MEDICAL REIMBURSEME	395083-5161 Health Insurance Premiums	T022112	877.00	MARCH 12		00003172	03/01/2012
				<b>Vendor Total:</b>	<b>877.00</b>				

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EP	CHANG, ROBERT E000107	MARCH MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: T022112	877.00	MARCH 12		00003173	03/01/2012
EP	COBBETT, GEOFFREY E000007	MARCH MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: T022112	1,187.00	MARCH 12		00003174	03/01/2012
EP	COOK, ARLENE M E000018	MARCH MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: T022112	758.00	MARCH 12		00003175	03/01/2012
EP	D'AMATO, ROBERT E000056	MARCH MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: T022112	628.00	MARCH 12		00003176	03/01/2012
EP	DAVID, PRESTON E000112	MARCH MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: T022112	888.00	MARCH 12		00003177	03/01/2012
EP	DAVIS, CAROLYN E000005	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: T022112	888.00	MARCH 12		00003178	03/01/2012
EP	DELOS SANTOS, JAMIE E000045	MARCH MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: T022112	628.00	MARCH 12		00003179	03/01/2012
EP	DICKSON, ROBERTA JO E000011	MARCH MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: T022112	888.00	MARCH 12		00003180	03/01/2012
EP	DOWNEY, CAROL E000082	MARCH MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: T022112	258.00	MARCH 12		00003181	03/01/2012
EP	DURNIL, RODNEY	MARCH MEDICAL REIMBURSEMENT	395083-5161	Vendor Total: T022112	628.00	MARCH 12		00003182	03/01/2012

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	E000036		Health Insurance Premiums						
EP	ECKENRODE, NORMAN E000029	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: T022112	888.00 628.00	MARCH 12		00003183	03/01/2012
EP	ELSTRO, ANN M E000027	MARCH MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: T022112	628.00 628.00	MARCH 12		00003184	03/01/2012
EP	ESCOBOSA, LILLIAN E000055	MARCH MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: T022112	628.00 628.00	MARCH 12		00003185	03/01/2012
EP	ESPINOZA, ROSALINDA E000016	MARCH MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: T022112	628.00 388.00	MARCH 12		00003186	03/01/2012
EP	FIGUEROA, DANIEL E000057	MARCH MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: T022112	388.00 388.00	MARCH 12		00003187	03/01/2012
EP	FISCHER, HAROLD A E000023	MARCH MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: T022112	388.00 628.00	MARCH 12		00003188	03/01/2012
EP	FRICKE, JUERGEN E000075	MARCH MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: T022112	628.00 680.00	MARCH 12		00003189	03/01/2012
EP	FULLER, GLENN H E000081	MARCH MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: T022112	680.00 666.00	MARCH 12		00003190	03/01/2012
EP	GALLANT, KAREN E000008	MARCH MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: T022112	666.00 684.29	MARCH 12		00003191	03/01/2012
				Vendor Total:	684.29				

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EP	GARNER, JO ANN E000047	MARCH MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	T022112	628.00	MARCH 12		00003192	03/01/2012
			<b>Vendor Total:</b>		<b>628.00</b>				
EP	GARNER, KITTY E000080	MARCH MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	T022112	888.00	MARCH 12		00003193	03/01/2012
			<b>Vendor Total:</b>		<b>888.00</b>				
EP	GOMEZ, DANIEL E000049	MARCH MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	T022112	758.00	MARCH 12		00003194	03/01/2012
			<b>Vendor Total:</b>		<b>758.00</b>				
EP	GRIMM, DENNIS L E000042	MARCH MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	T022112	409.00	MARCH 12		00003195	03/01/2012
			<b>Vendor Total:</b>		<b>409.00</b>				
EP	HOCH, ELEANOR M E000078	MARCH MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	T022112	258.00	MARCH 12		00003196	03/01/2012
			<b>Vendor Total:</b>		<b>258.00</b>				
EP	ICMA RETIREMENT TRUST V000496	P/E 2/18/12 PD DATE 2/24/12	0048-2170 Deferred Comp Payable - ICMA	PY12004	106.75	2995/1201004		00003253	02/23/2012
EP	ICMA RETIREMENT TRUST V000496	P/E 2/18/12 PD DATE 2/24/12	0037-2170 Deferred Comp Payable - ICMA	PY12004	109.50	2995/1201004		00003253	02/23/2012
EP	ICMA RETIREMENT TRUST V000496	P/E 2/18/12 PD DATE 2/24/12	0029-2170 Deferred Comp Payable - ICMA	PY12004	64.50	2995/1201004		00003253	02/23/2012
EP	ICMA RETIREMENT TRUST V000496	P/E 2/18/12 PD DATE 2/24/12	0010-2170 Deferred Comp Payable - ICMA	PY12004	7,061.63	2995/1201004		00003253	02/23/2012
EP	ICMA RETIREMENT TRUST V000496	P/E 2/18/12 PD DATE 2/24/12	0043-2170 Deferred Comp Payable - ICMA	PY12004	50.00	2995/1201004		00003253	02/23/2012
			<b>Vendor Total:</b>		<b>7,392.38</b>				
EP	IRVINE, SUZETTE E000019	MARCH MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	T022112	758.00	MARCH 12		00003197	03/01/2012
EP	JENKINS, ROBERT	MARCH MEDICAL REIMBURSEMENT	395083-5161	T022112	800.00	MARCH 12		00003198	03/01/2012

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	E000084		Health Insurance Premiums						
EP	JOHNSON, SHARON E000099	MARCH MEDICAL REIMBURSEME	395083-5161 Health Insurance Premiums	Vendor Total: T022112	800.00 628.00	MARCH 12		00003199	03/01/2012
EP	JONES, ROBERT E000053	MARCH MEDICAL REIMBURSEME	395083-5161 Health Insurance Premiums	Vendor Total: T022112	628.00 225.99	MARCH 12		00003200	03/01/2012
EP	JUDD, TERRELL E000115	MARCH MEDICAL REIMBURSEME	395083-5161 Health Insurance Premiums	Vendor Total: T022112	225.99 1,187.00	MARCH 12		00003201	03/01/2012
EP	KIRKLAND, RICHARD L E000110	MARCH MEDICAL REIMBURSEME	395083-5161 Health Insurance Premiums	Vendor Total: T022112	388.00	MARCH 12		00003202	03/01/2012
EP	LABORDE, JOHN G E000039	MARCH MEDICAL REIMBURSEME	395083-5161 Health Insurance Premiums	Vendor Total: T022112	628.00	MARCH 12		00003203	03/01/2012
EP	LITTLE, DIANE M E000098	MARCH MEDICAL REIMBURSEME	395083-5161 Health Insurance Premiums	Vendor Total: T022112	628.00 409.00	MARCH 12		00003204	03/01/2012
EP	LOWREY, B.J E000041	MARCH MEDICAL REIMBURSEME	395083-5161 Health Insurance Premiums	Vendor Total: T022112	409.00 279.00	MARCH 12		00003205	03/01/2012
EP	MAERTZWEILER, MICHAEL E000032	MARCH MEDICAL REIMBURSEME	395083-5161 Health Insurance Premiums	Vendor Total: T022112	279.00 628.00	MARCH 12		00003206	03/01/2012
EP	MANNING, VEDA M E000063	MARCH MEDICAL REIMBURSEME	395083-5161 Health Insurance Premiums	Vendor Total: T022112	628.00 258.00	MARCH 12		00003207	03/01/2012
				Vendor Total:	258.00				

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EP	MARMOLEJO, PACO E000068	MARCH MEDICAL REIMBURSEME	395083-5161 Health Insurance Premiums	T022112	1,187.00	MARCH 12		00003208	03/01/2012
		<b>Vendor Total:</b>			<b>1,187.00</b>				
EP	MILANO, JAMES E000054	MARCH MEDICAL REIMBURSEME	395083-5161 Health Insurance Premiums	T022112	758.00	MARCH 12		00003209	03/01/2012
		<b>Vendor Total:</b>			<b>758.00</b>				
EP	MILLER, RICHARD E000106	MARCH MEDICAL REIMBURSEME	395083-5161 Health Insurance Premiums	T022112	877.00	MARCH 12		00003210	03/01/2012
		<b>Vendor Total:</b>			<b>877.00</b>				
EP	MONTOOTH, MARLENE E000021	MARCH MEDICAL REIMBURSEME	395083-5161 Health Insurance Premiums	T022112	258.00	MARCH 12		00003211	03/01/2012
		<b>Vendor Total:</b>			<b>258.00</b>				
EP	MOORE, LARRY W E000044	MARCH MEDICAL REIMBURSEME	395083-5161 Health Insurance Premiums	T022112	1,187.00	MARCH 12		00003212	03/01/2012
		<b>Vendor Total:</b>			<b>1,187.00</b>				
EP	NAJERA, ROBERT JR E000065	MARCH MEDICAL REIMBURSEME	395083-5161 Health Insurance Premiums	T022112	888.00	MARCH 12		00003213	03/01/2012
		<b>Vendor Total:</b>			<b>888.00</b>				
EP	NISSEN, JANICE E000073	MARCH MEDICAL REIMBURSEME	395083-5161 Health Insurance Premiums	T022112	258.00	MARCH 12		00003214	03/01/2012
		<b>Vendor Total:</b>			<b>258.00</b>				
EP	OLEA, ARLENE J E000014	MARCH MEDICAL REIMBURSEME	395083-5161 Health Insurance Premiums	T022112	1,187.00	MARCH 12		00003215	03/01/2012
		<b>Vendor Total:</b>			<b>1,187.00</b>				
EP	ORTEGA, MANUEL E E000100	MARCH MEDICAL REIMBURSEME	395083-5161 Health Insurance Premiums	T022112	740.00	MARCH 12		00003216	03/01/2012
		<b>Vendor Total:</b>			<b>740.00</b>				
EP	PALMER, GEORGE E000094	MARCH MEDICAL REIMBURSEME	395083-5161 Health Insurance Premiums	T022112	877.00	MARCH 12		00003217	03/01/2012
		<b>Vendor Total:</b>			<b>877.00</b>				

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EP	PASCUA, RAYNALD E000114	MARCH MEDICAL REIMBURSEME	395083-5161 Health Insurance Premiums	<b>Vendor Total:</b> T022112	<b>877.00</b> 1,187.00	MARCH 12		00003218	03/01/2012
EP	PASPALL, MIHAJLO E000085	MARCH MEDICAL REIMBURSEME	395083-5161 Health Insurance Premiums	<b>Vendor Total:</b> T022112	<b>1,187.00</b> 563.98	MARCH 12		00003219	03/01/2012
EP	PEREZ, ROBERT E000111	MARCH MEDICAL REIMBURSEME	395083-5161 Health Insurance Premiums	<b>Vendor Total:</b> T022112	<b>563.98</b> 225.99	MARCH 12		00003220	03/01/2012
EP	PICHON, WALTER E000103	MARCH MEDICAL REIMBURSEME	395083-5161 Health Insurance Premiums	<b>Vendor Total:</b> T022112	<b>225.99</b> 286.00	MARCH 12		00003221	03/01/2012
EP	PONCE, EDMUND M E000040	MARCH MEDICAL REIMBURSEME	395083-5161 Health Insurance Premiums	<b>Vendor Total:</b> T022112	<b>286.00</b> 258.00	MARCH 12		00003222	03/01/2012
EP	REDIFER, KIM R E000022	MARCH MEDICAL REIMBURSEME	395083-5161 Health Insurance Premiums	<b>Vendor Total:</b> T022112	<b>258.00</b> 791.00	MARCH 12		00003223	03/01/2012
EP	RENDEN, BRIAN E000083	MARCH MEDICAL REIMBURSEME	395083-5161 Health Insurance Premiums	<b>Vendor Total:</b> T022112	<b>791.00</b> 1,126.00	MARCH 12		00003224	03/01/2012
EP	REYES, ROGER T E000024	MARCH MEDICAL REIMBURSEME	395083-5161 Health Insurance Premiums	<b>Vendor Total:</b> T022112	<b>1,126.00</b> 758.00	MARCH 12		00003225	03/01/2012
EP	RICE, RUSSELL J E000059	MARCH MEDICAL REIMBURSEME	395083-5161 Health Insurance Premiums	<b>Vendor Total:</b> T022112	<b>758.00</b> 888.00	MARCH 12		00003226	03/01/2012
EP	RISHER, THOMAS A	MARCH MEDICAL REIMBURSEME	395083-5161	<b>Vendor Total:</b> T022112	<b>888.00</b> 758.00	MARCH 12		00003227	03/01/2012

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	E000013		Health Insurance Premiums						
EP	RITCHIE, SYLVIA E000072	MARCH MEDICAL REIMBURSEME	395083-5161 Health Insurance Premiums	Vendor Total: T022112	758.00 628.00	MARCH 12		00003228	03/01/2012
EP	RIVERA, AIDA E000026	MARCH MEDICAL REIMBURSEME	395083-5161 Health Insurance Premiums	Vendor Total: T022112	628.00 258.00	MARCH 12		00003229	03/01/2012
EP	ROACH, MICHAEL E000105	MARCH MEDICAL REIMBURSEME	395083-5161 Health Insurance Premiums	Vendor Total: T022112	258.00 1,145.00	MARCH 12		00003230	03/01/2012
EP	ROBB, SANDRA E000043	MARCH MEDICAL REIMBURSEME	395083-5161 Health Insurance Premiums	Vendor Total: T022112	1,145.00 758.00	MARCH 12		00003231	03/01/2012
EP	ROBERTSON, JAMES S E000093	MARCH MEDICAL REIMBURSEME	395083-5161 Health Insurance Premiums	Vendor Total: T022112	758.00 271.44	MARCH 12		00003232	03/01/2012
EP	RODARTE, JOE R E000034	MARCH MEDICAL REIMBURSEME	395083-5161 Health Insurance Premiums	Vendor Total: T022112	271.44 666.00	MARCH 12		00003233	03/01/2012
EP	ROKOSZ, KEN A E000035	MARCH MEDICAL REIMBURSEME	395083-5161 Health Insurance Premiums	Vendor Total: T022112	666.00 388.00	MARCH 12		00003234	03/01/2012
EP	ROSE, RICHARD D E000050	MARCH MEDICAL REIMBURSEME	395083-5161 Health Insurance Premiums	Vendor Total: T022112	388.00 998.00	MARCH 12		00003235	03/01/2012
EP	ROWLEY, KENNETH E000091	MARCH MEDICAL REIMBURSEME	395083-5161 Health Insurance Premiums	Vendor Total: T022112	998.00 417.00	MARCH 12		00003236	03/01/2012
				Vendor Total:	417.00				

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EP	SALE, LEE R E000031	MARCH MEDICAL REIMBURSEME	395083-5161 Health Insurance Premiums	T022112	888.00	MARCH 12		00003237	03/01/2012
				<b>Vendor Total:</b>	<b>888.00</b>				
EP	SANCHEZ, LAURA E000058	MARCH MEDICAL REIMBURSEME	395083-5161 Health Insurance Premiums	T022112	258.00	MARCH 12		00003238	03/01/2012
				<b>Vendor Total:</b>	<b>258.00</b>				
EP	SANGOLUISA, ZORA G E000048	MARCH MEDICAL REIMBURSEME	395083-5161 Health Insurance Premiums	T022112	258.00	MARCH 12		00003239	03/01/2012
				<b>Vendor Total:</b>	<b>258.00</b>				
EP	SCHULTZ, DANIEL E000070	MARCH MEDICAL REIMBURSEME	395083-5161 Health Insurance Premiums	T022112	388.00	MARCH 12		00003240	03/01/2012
				<b>Vendor Total:</b>	<b>388.00</b>				
EP	SOMOYA, JOHN P E000089	MARCH MEDICAL REIMBURSEME	395083-5161 Health Insurance Premiums	T022112	791.00	MARCH 12		00003241	03/01/2012
				<b>Vendor Total:</b>	<b>791.00</b>				
EP	SOTO, PHILIP J E000052	MARCH MEDICAL REIMBURSEME	395083-5161 Health Insurance Premiums	T022112	628.00	MARCH 12		00003242	03/01/2012
				<b>Vendor Total:</b>	<b>628.00</b>				
EP	SPRAGUE, GARY A E000064	MARCH MEDICAL REIMBURSEME	395083-5161 Health Insurance Premiums	T022112	1,145.00	MARCH 12		00003243	03/01/2012
				<b>Vendor Total:</b>	<b>1,145.00</b>				
EP	TAYLOR, DAVID M E000088	MARCH MEDICAL REIMBURSEME	395083-5161 Health Insurance Premiums	T022112	877.00	MARCH 12		00003244	03/01/2012
				<b>Vendor Total:</b>	<b>877.00</b>				
EP	THOMANN, DARVILL L E000101	MARCH MEDICAL REIMBURSEME	395083-5161 Health Insurance Premiums	T022112	628.00	MARCH 12		00003245	03/01/2012
				<b>Vendor Total:</b>	<b>628.00</b>				
EP	TOTH, STEVE E000067	MARCH MEDICAL REIMBURSEME	395083-5161 Health Insurance Premiums	T022112	791.00	MARCH 12		00003246	03/01/2012
				<b>Vendor Total:</b>	<b>791.00</b>				

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EP	TRIFOS, WILLIAM E000104	MARCH MEDICAL REIMBURSEME	395083-5161 Health Insurance Premiums	<b>Vendor Total:</b> T022112	791.00	MARCH 12		00003247	03/01/2012
EP	VERSTYNEN, WILLIAM E000092	MARCH MEDICAL REIMBURSEME	395083-5161 Health Insurance Premiums	<b>Vendor Total:</b> T022112	1,126.00	MARCH 12		00003248	03/01/2012
EP	WIEST, STEPHEN E000079	MARCH MEDICAL REIMBURSEME	395083-5161 Health Insurance Premiums	<b>Vendor Total:</b> T022112	388.00	MARCH 12		00003249	03/01/2012
EP	WORDEN, LARRY M E000116	MARCH MEDICAL REIMBURSEME	395083-5161 Health Insurance Premiums	<b>Vendor Total:</b> T022112	888.00	MARCH 12		00003250	03/01/2012
EP	ZAMORA, JERRY E000037	MARCH MEDICAL REIMBURSEME	395083-5161 Health Insurance Premiums	<b>Vendor Total:</b> T022112	1,126.00	MARCH 12		00003251	03/01/2012
EP	ZINN, JOHN E000009	MARCH MEDICAL REIMBURSEME	395083-5161 Health Insurance Premiums	<b>Vendor Total:</b> T022112	877.00	MARCH 12		00003252	03/01/2012
MW OH	ADAMSON POLICE PRODUC V007539	PD BODY ARMOR	103041-6360 / 50040-6360 Uniforms	<b>Vendor Total:</b> TK0223A	888.00	MARCH 12	P06228	00075678	03/06/2012
MW IP	ADMINSURE V004980	DEC WORKERS COMP CLAIM ADM	404580-6025 Third Party Administration	<b>Vendor Total:</b> ITK0222A	68,426.07	5683	P06474	00075659	02/23/2012
MW OH	ALBERT GROVER & ASSOCI V007111	BATTERY BACK-UP SPEC PACKAC	333552-6185 / 6108940033-6185 Construction Services	<b>Vendor Total:</b> TK0223A	700.38	INV67092	P05930	00075679	03/06/2012
				<b>Vendor Total:</b>	405.00	01221-IN			
				<b>Vendor Total:</b>	405.00				

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MW OH	ALMOND, ALBERT V004382	JAN BUILDING INSPECTION	102532-6045 Building Inspection Services	TK0223A	1,440.00	4429	P06379	00075680	03/06/2012
MW OH	ALMOND, ALBERT V004382	JAN BUILDING INSPECTION	102532-6045 Building Inspection Services	TK0223A	90.00	4430	P06379	00075680	03/06/2012
			<b>Vendor Total:</b>		<b>1,530.00</b>				
MW OH	ANAHEIM ICE V000318	WINTER INSTRUCTOR PAYMENT	104071-6060 / 79314-6060 Instructional Services	TK0223A	140.40	WINTER 12	P06470	00075681	03/06/2012
			<b>Vendor Total:</b>		<b>140.40</b>				
MW IP	AT&T V004144	JAN PHONE CHARGES	296561-6215 Telephone	ITK0216A	78.62	020312		00075622	02/16/2012
MW IP	AT&T V004144	JAN PHONE CHARGES	431010-6215 Telephone	ITK0216A	1,605.51	020312		00075622	02/16/2012
MW IP	AT&T V004144	JAN/FEB PHONE CHARGES	431010-6215 Telephone	ITK0222A	436.12	021212		00075660	02/23/2012
MW IP	AT&T V004144	JAN/FEB PHONE CHARGES	296561-6215 Telephone	ITK0222A	62.28	021212		00075660	02/23/2012
			<b>Vendor Total:</b>		<b>2,182.53</b>				
MW OH	ATHENS SERVICES V006622	JAN STREET SWEEPING	374387-6099 Other Professional Services	TK0223A	13,445.25	3899190112	P05873	00075682	03/06/2012
			<b>Vendor Total:</b>		<b>13,445.25</b>				
MW IP	BATTERY SYSTEMS V002360	BATTERIES/SUPPLIES	0043-1505 Auto Supply Inventory	ITK0216A	198.97	11-259276	P05451	00075623	02/16/2012
MW IP	BATTERY SYSTEMS V002360	BATTERIES/SUPPLIES	0043-1505 Auto Supply Inventory	ITK0216A	210.68	11-259670	P05451	00075623	02/16/2012
			<b>Vendor Total:</b>		<b>409.65</b>				
MW OH	BTI APPRAISAL V007009	APPRAISAL SRVS-SANTA FE PARK	101511-6001 Management Consulting Services	TK0223A	2,250.00	N3900		00075683	03/06/2012
			<b>Vendor Total:</b>		<b>2,250.00</b>				
MW IP	BUTZLAFF, TROY V005326	REIMBURSEMENT-TRAVEL	101511-6245 Meetings & Conferences	ITK0216A	17.26	020212	P06479	00075624	02/16/2012

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MW IP	CALIFORNIA DENTAL NETV V008102	MARCH DENTAL PREMIUMS	395000-4720 ISF Dental Ins Reimbursement	ITK0222A	858.84	MAR2012		00075661	02/23/2012
MW IP	CALIFORNIA DENTAL NETV V008102	MARCH DENTAL PREMIUMS	395083-5162 Dental Insurance Premiums	ITK0222A	121.08	MAR2012		00075661	02/23/2012
			<b>Vendor Total:</b>		<b>979.92</b>				
MW IP	CALIFORNIA PUBLIC EMPL V006234	MARCH MEDICAL PREMIUMS	395000-4715 ISF Health Ins Reimbursement	ITK0222A	122,335.87	1000000130829		00075662	02/23/2012
MW IP	CALIFORNIA PUBLIC EMPL V006234	MARCH MEDICAL PREMIUMS	395083-5161 Health Insurance Premiums	ITK0222A	12,173.87	1000000130829		00075662	02/23/2012
			<b>Vendor Total:</b>		<b>134,509.74</b>				
MW OH	CALIFORNIA STATE DISBU V004813	P/E 2/18/12 PD DATE 2/24/12	0029-2196 Garnishments W/H	PY12004	20.77	2700/1201004		00075649	02/24/2012
MW OH	CALIFORNIA STATE DISBU V004813	P/E 2/18/12 PD DATE 2/24/12	0048-2196 Garnishments W/H	PY12004	31.15	2700/1201004		00075649	02/24/2012
MW OH	CALIFORNIA STATE DISBU V004813	P/E 2/18/12 PD DATE 2/24/12	0010-2196 Garnishments W/H	PY12004	1,293.38	2700/1201004		00075649	02/24/2012
			<b>Vendor Total:</b>		<b>1,345.30</b>				
MW OH	CALIFORNIA YELLOW CAB V003323	DEC SR. TRANSPORTATION	101572-6401 Community Programs	TK0223A	3,322.00	123111	P05780	00075684	03/06/2012
MW OH	CARDENAS, JOEL V002648	MARCH MONTHLY EXPENSES	103650-5001 Salaries/Full-Time Regular	TK0223A	50.00	MARCH 12		00075685	03/06/2012
MW OH	CARL WARREN & CO V008011	3RD PARTY LIABILITY CLAIMS	404582-6025 Third Party Administration	TK0223A	1,481.00	1361845	P06141	00075686	03/06/2012
MW OH	CARPIO, ANGELA TERESE V008171	DEPOSIT REFUND-WHITTEN	100000-4385 / 79195-4385 Facility Rental	TK0223A	150.00	76102		00075687	03/06/2012
			<b>Vendor Total:</b>		<b>1,481.00</b>				

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MW OH	CARRILLO, TRUDY V007118	DEPOSIT REFUND-AGUIRRE BLDG Facility Rental	100000-4385 / 79160-4385	TK0223A	150.00	76106		00075688	03/06/2012
				<b>Vendor Total:</b>	<b>150.00</b>				
MW IP	CARWASH OF AMERICA V000771	JAN CITY CAR WASHES	433658-6301 Special Department Supplies	ITK0216A	100.00	0201	P06054	00075625	02/16/2012
				<b>Vendor Total:</b>	<b>100.00</b>				
MW OH	CBE V008124	JAN CSD COPIER OVERAGE FEES	431010-6175 Office Equipment Rental	TK0223A	361.58	IN1421314	P06424	00075689	03/06/2012
				<b>Vendor Total:</b>	<b>361.58</b>				
MW OH	CBE V008124	JAN ADMIN COPIER OVERAGE FEI	431010-6175 Office Equipment Rental	TK0223A	462.41	IN1421119	P06425	00075689	03/06/2012
				<b>Vendor Total:</b>	<b>462.41</b>				
MW IP	CCMS INC. V007045	JAN 1-15 CITY CLERK SRVS	333523-6899 / 30022-6899 Other Capital Outlay	ITK0222A	600.72	11-01A	P06496	00075663	02/23/2012
				<b>Vendor Total:</b>	<b>600.72</b>				
MW IP	CCMS INC. V007045	JAN 16-31 CITY CLERK SRVS	333523-6899 / 30022-6899 Other Capital Outlay	ITK0222A	2,722.50	12-02	P06496	00075663	02/23/2012
				<b>Vendor Total:</b>	<b>2,722.50</b>				
MW IP	CCMS INC. V007045	FEB 1-15 CITY CLERK SRVS	333523-6899 / 30022-6899 Other Capital Outlay	ITK0222A	2,158.75	12-03	P06496	00075663	02/23/2012
				<b>Vendor Total:</b>	<b>2,158.75</b>				
MW IP	CENTURY PAVING INC V007927	PAVING PARKING LOT	333554-6185 / 6106340200-6185 Construction Services	ITK0216A	5,871.25	14901A	P05960	00075626	02/16/2012
				<b>Vendor Total:</b>	<b>5,871.25</b>				
MW OH	CIENCIA, CLYDE V007875	DEPOSIT REFUND-TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0223A	17,550.00	75906		00075690	03/06/2012
				<b>Vendor Total:</b>	<b>17,550.00</b>				
MW OH	CINDERELLA'S FLOWERS V005699	FUNERAL FLOWER ARRANGEMENT	101001-6301 Special Department Supplies	TK0223A	50.00	013112	P06478	00075691	03/06/2012
				<b>Vendor Total:</b>	<b>50.00</b>				
MW OH	CITY OF ANAHEIM	NOV/DEC PMC PROSECUTIONS	101005-6299	TK0223A	58.87	CA0010041	P06489	00075692	03/06/2012
				<b>Vendor Total:</b>	<b>58.87</b>				

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	V000021		Other Purchased Services						
MW IP	CIVIC PLUS V006674	ONLINE JOB APPLICATION FORM	333523-6899 / 30014-6899 Other Capital Outlay	ITK0216A	520.00 2,500.00	94178	P06484	00075627	02/16/2012
				<b>Vendor Total:</b>	<b>2,500.00</b>				
MW OH	CLEAN CITY V007411	JAN GRAFFITI REMOVAL	103652-6290 Dept. Contract Services	TK0223A	28,373.00	P113	P05495	00075693	03/06/2012
				<b>Vendor Total:</b>	<b>28,373.00</b>				
MW OH	COMMUNITY HEALTH CHA V000192	P/E 2/18/12 PD DATE 2/24/12	0010-2194 CHAD	PY12004	14.00	2640/1201004		00075650	02/24/2012
MW OH	COMMUNITY HEALTH CHA V000192	P/E 2/18/12 PD DATE 2/24/12	0037-2194 CHAD	PY12004	1.00	2640/1201004		00075650	02/24/2012
				<b>Vendor Total:</b>	<b>15.00</b>				
MW IP	COVER, JEFFREY V004322	LEADERSHIP DEV-REG,MEALS,MI	103041-6250 Staff Training	ITK0216A	303.52	311	P06468	00075628	02/16/2012
MW OH	COVER, JEFFREY V004322	TRAFFIC COLLISION CLASS-MILE,	103041-6250 Staff Training	TK0223A	230.79	4	P06505	00075694	03/06/2012
				<b>Vendor Total:</b>	<b>534.31</b>				
MW OH	CRIME PREVENTION OUTRI V006286	CRIME PREVENTION WEB NEWSL	213041-6301 Special Department Supplies	TK0223A	249.00	20120213CPC0	P06486	00075695	03/06/2012
				<b>Vendor Total:</b>	<b>249.00</b>				
MW OH	CRUZ, ISIDRA V008172	DEPOSIT REFUND-BACKS BLDG	100000-4385 / 79161-4385 Facility Rental	TK0223A	150.00	76121		00075696	03/06/2012
				<b>Vendor Total:</b>	<b>150.00</b>				
MW OH	CUEVAS, JOSE V007954	PRINTER MAINTENANCE	422023-6135 Repair/Maint Off Furn & Eqp	TK0223A	60.00	12-12	P06540	00075697	03/06/2012
MW OH	CUEVAS, JOSE V007954	HP MAINTENANCE KIT	422023-6135 Repair/Maint Off Furn & Eqp	TK0223A	268.30	12-12	P06540	00075697	03/06/2012
				<b>Vendor Total:</b>	<b>328.30</b>				

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MW OH	DE LA TORRE, EDUARDO V003527	MARCH MONTHLY EXPENSES	101514-5001 Salaries/Full-Time Regular	TK0223A	20.00	MARCH 12		00075698	03/06/2012
MW OH	DE LA TORRE, EDUARDO V003527	MARCH MONTHLY EXPENSES	101511-5001 Salaries/Full-Time Regular	TK0223A	5.00	MARCH 12		00075698	03/06/2012
MW OH	DE LA TORRE, EDUARDO V003527	MARCH MONTHLY EXPENSES	374386-5001 Salaries/Full-Time Regular	TK0223A	25.00	MARCH 12		00075698	03/06/2012
			<b>Vendor Total:</b>		<b>50.00</b>				
MW OH	DRURY, PATRICIA V008173	DEPOSIT REFUND-TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0223A	50.00	76134	P05817	00075699	03/06/2012
			<b>Vendor Total:</b>		<b>50.00</b>				
MW OH	DUDEK & ASSOCIATES INC V004114	JAN ENVIRONMENTAL ENGINEER	484356-6017 Special Studies	TK0223A	462.16	20120005	P05817	00075700	03/06/2012
			<b>Vendor Total:</b>		<b>462.16</b>				
MW OH	EMPIRE PIPE CLEANING AN V003109	JAN SEWER CLEANING	484376-6120 R & M/Sewer & Storm Drain	TK0223A	700.00	8891	P05491	00075701	03/06/2012
			<b>Vendor Total:</b>		<b>700.00</b>				
MW OH	FAIRWAY FORD V000376	VEHICLE PARTS	0043-1505 Auto Supply Inventory	TK0223A	14.00	172270	P05474	00075702	03/06/2012
MW OH	FAIRWAY FORD V000376	VEHICLE PARTS	0043-1505 Auto Supply Inventory	TK0223A	9.42	172304	P05474	00075702	03/06/2012
MW OH	FAIRWAY FORD V000376	VEHICLE PARTS	0043-1505 Auto Supply Inventory	TK0223A	73.75	172672	P05474	00075702	03/06/2012
MW OH	FAIRWAY FORD V000376	VEHICLE PARTS	0043-1505 Auto Supply Inventory	TK0223A	15.09	172816	P05474	00075702	03/06/2012
MW OH	FAIRWAY FORD V000376	VEHICLE PARTS	0043-1505 Auto Supply Inventory	TK0223A	342.59	C36267	P05474	00075702	03/06/2012
MW OH	FAIRWAY FORD V000376	VEHICLE PARTS	0043-1505 Auto Supply Inventory	TK0223A	296.67	C36272	P05474	00075702	03/06/2012
MW OH	FAIRWAY FORD V000376	VEHICLE PARTS	0043-1505 Auto Supply Inventory	TK0223A	1,612.55	C36313	P05474	00075702	03/06/2012

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MW OH	FAIRWAY FORD V000376	VEHICLE PARTS	0043-1505 Auto Supply Inventory	TK0223A	511.57	C36448	P05474	00075702	03/06/2012
MW OH	FAIRWAY FORD V000376	VEHICLE PARTS	0043-1505 Auto Supply Inventory	TK0223A	164.68	C36765	P05474	00075702	03/06/2012
MW OH	FAIRWAY FORD V000376	VEHICLE PARTS	0043-1505 Auto Supply Inventory	TK0223A	396.59	C36769	P05474	00075702	03/06/2012
MW OH	FAIRWAY FORD V000376	VEHICLE PARTS	0043-1505 Auto Supply Inventory	TK0223A	294.09	C36912	P05474	00075702	03/06/2012
MW OH	FAIRWAY FORD V000376	VEHICLE PARTS	0043-1505 Auto Supply Inventory	TK0223A	584.14	C36957	P05474	00075702	03/06/2012
				<b>Vendor Total:</b>	<b>4,315.14</b>				
MW IP	FAZEKAS & ASSOCIATES IN V000378	ETCO GYM PLAN CHECK	100000-4305 Planning Division Fees	ITK0222A	661.16	15444	P06518	00075664	02/23/2012
				<b>Vendor Total:</b>	<b>661.16</b>				
MW IP	FED TRADE CORP V008156	REFUND-PARKING CITATION	0044-2038 Parking Fines	ITK0216A	12.50	PK447344		00075629	02/16/2012
MW IP	FED TRADE CORP V008156	REFUND-PARKING CITATION	100000-4410 City Ord Fines (Parking)	ITK0216A	30.50	PK447344		00075629	02/16/2012
				<b>Vendor Total:</b>	<b>43.00</b>				
MW OH	GALVIN PRESERVATION AS V007957	ENVIRONMENTAL DOC PREP	333552-6015 / 6108815155-6015 Engineering Services	TK0223B	11,718.72	120207-039	P06008	00075703	03/06/2012
				<b>Vendor Total:</b>	<b>11,718.72</b>				
MW OH	GLOBAL CABLING SYSTEM V007819	CHANGE ORDER-CODE ENFORCE	422023-6135 Repair/Maint Off Furn & Eqp	TK0223B	221.98	2981	P06539	00075704	03/06/2012
MW OH	GLOBAL CABLING SYSTEM V007819	CHANGE ORDER-PA SYSTEM CAT	422023-6135 Repair/Maint Off Furn & Eqp	TK0223B	230.37	2988	P06539	00075704	03/06/2012
				<b>Vendor Total:</b>	<b>452.35</b>				
MW IP	GOLDEN STATE WATER CO V000928	DEC-FEB WATER CHARGES	431010-6335 Water	ITK0216A	3,492.81	020612		00075630	02/16/2012
MW IP	GOLDEN STATE WATER CO	DEC-FEB WATER CHARGES	431010-6335	ITK0222A	4,722.60	021512		00075665	02/23/2012

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	V000928		Water						
MW OH	GORM INCORPORATED V002843	JANITORIAL SUPPLIES	433654-6130 Repair & Maint/Facilities	TK0223B	8,215.41 319.94	185820	P0532	00075705	03/06/2012
			<b>Vendor Total:</b>		<b>319.94</b>				
MW OH	GREAT WEST V006983	P/E 2/18/12 PD DATE 2/24/12	0029-2172 Deferred Comp Pay. - Gr West	PY12004	24.22	2607/1201004		00075651	02/24/2012
MW OH	GREAT WEST V006983	P/E 2/18/12 PD DATE 2/24/12	0048-2172 Deferred Comp Pay. - Gr West	PY12004	53.23	2607/1201004		00075651	02/24/2012
MW OH	GREAT WEST V006983	P/E 2/18/12 PD DATE 2/24/12	0010-2172 Deferred Comp Pay. - Gr West	PY12004	601.58	2607/1201004		00075651	02/24/2012
			<b>Vendor Total:</b>		<b>679.03</b>				
MW OH	HENDRICKSON, ERIC V007376	MARCH MONTHLY EXPENSES	102021-5001 Salaries/Full-Time Regular	TK0223B	50.00	MARCH 12		00075706	03/06/2012
MW IP	HINDERLITER DE LLAMAS, V000465	SALES TAX AUDIT SERVICES	102021-6099 Other Professional Services	ITK0222A	50.00 750.00	0018809-IN	P06524	00075666	02/23/2012
			<b>Vendor Total:</b>		<b>750.00</b>				
MW OH	HOLTSCLAW, KATHERINE V002626	CAPE SEMINIAR-MEALS	103043-6250 Staff Training	TK0223B	200.00	2	P06509	00075707	03/06/2012
			<b>Vendor Total:</b>		<b>200.00</b>				
MW IP	HONEYWELL INTERNATIONAL V001388	HVAC MAINTENANCE	433654-6137 Repair Maint/Equipment	ITK0216A	1,165.44	1007900	P05492	00075631	02/16/2012
			<b>Vendor Total:</b>		<b>1,165.44</b>				
MW OH	INTERNAL CONTROL V000504	PRE-EMPLOYMENT POLYGRAPH I	103040-6099 Other Professional Services	TK0223B	500.00	10395	P06487	00075708	03/06/2012
MW OH	KNOWLES-MCNIFF INC V000558	JAN SOFTWARE MAINT	422023-6136 Software Maintenance	TK0223B	500.00 1,795.50	90446	P06313	00075709	03/06/2012
			<b>Vendor Total:</b>		<b>500.00</b>				

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				<b>Vendor Total:</b>	<b>1,795.50</b>				
MW IP	LE BARD & UNDERWOOD H PD MOTOR REPAIRS V004044		0043-1505 Auto Supply Inventory	ITK0216A	785.88	W086415	P05483	00075632	02/16/2012
MW IP	LE BARD & UNDERWOOD H PD MOTOR REPAIRS V004044		0043-1505 Auto Supply Inventory	ITK0216A	121.58	W086466	P05483	00075632	02/16/2012
MW OH	LE BARD & UNDERWOOD H PD MOTOR REPAIRS V004044		0043-1505 Auto Supply Inventory	TK0223B	1,095.78	W086502	P05483	00075710	03/06/2012
MW IP	LE BARD & UNDERWOOD H PD MOTOR REPAIRS V004044		0043-1505 Auto Supply Inventory	ITK0216A	339.97	W086524	P05483	00075632	02/16/2012
MW OH	LE BARD & UNDERWOOD H PD MOTOR REPAIRS V004044		0043-1505 Auto Supply Inventory	TK0223B	339.97	W086555	P05483	00075710	03/06/2012
				<b>Vendor Total:</b>	<b>2,683.18</b>				
MW OH	LE-NGUYEN, MAGGIE V007345	MARCH MONTHLY EXPENSES	102021-5001 Salaries/Full-Time Regular	TK0223B	50.00	MARCH 12		00075711	03/06/2012
				<b>Vendor Total:</b>	<b>50.00</b>				
MW OH	LEE, KATHY V005919	DEPOSIT REFUND-TYNES GYM	100000-4385 / 79191-4385 Facility Rental	TK0223B	100.00	76101		00075712	03/06/2012
				<b>Vendor Total:</b>	<b>100.00</b>				
MW IP	LEGAL SHIELD V008104	JAN LEGAL SRV'S DEDUCTIONS	0048-2192 Police Legal Services	ITK0216A	33.80	21312A		00075633	02/16/2012
MW IP	LEGAL SHIELD V008104	JAN LEGAL SRV'S DEDUCTIONS	0010-2192 Police Legal Services	ITK0216A	485.85	21312A		00075633	02/16/2012
MW IP	LEGAL SHIELD V008104	JAN LEGAL SRV'S DEDUCTIONS	0037-2192 Police Legal Services	ITK0216A	12.44	21312A		00075633	02/16/2012
MW IP	LEGAL SHIELD V008104	JAN LEGAL SRV'S DEDUCTIONS	0029-2192 Police Legal Services	ITK0216A	11.80	21312A		00075633	02/16/2012
MW IP	LEGAL SHIELD V008104	JAN LEGAL SRV'S DEDUCTIONS	0043-2192 Police Legal Services	ITK0216A	14.96	21312A		00075633	02/16/2012
				<b>Vendor Total:</b>	<b>558.85</b>				
MW OH	MAKOWSKI, ROBERT	MARCH MONTHLY EXPENSES	374386-5001	TK0223B	25.00	MARCH 12		00075713	03/06/2012

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	V005712		Salaries/Full-Time Regular						
MW OH	MAKOWSKI, ROBERT V005712	MARCH MONTHLY EXPENSES	484356-5001 Salaries/Full-Time Regular	TK0223B	25.00	MARCH 12		00075713	03/06/2012
			<b>Vendor Total:</b>		<b>50.00</b>				
MW OH	MARIPOSA HORTICULTURA V000647	JAN CITY LANDSCAPE SRVS	103655-6115 Landscaping	TK0223B	48,347.28	54189	P06309	00075714	03/06/2012
MW OH	MARIPOSA HORTICULTURA V000647	JAN CITY LANDSCAPE SRVS	0010-1220 Accts Rec/Plac Library Dist	TK0223B	1,452.49	54189	P06309	00075714	03/06/2012
			<b>Vendor Total:</b>		<b>49,799.77</b>				
MW OH	MARTIN, JANET V008174	CLASS REFUND	100000-4340 / 79340-4340 Recreation Programs	TK0223B	50.00	76205		00075715	03/06/2012
			<b>Vendor Total:</b>		<b>50.00</b>				
MW OH	MARTINEZ, ELSA ROSA V008175	DEPOSIT REFUND-AGUIRRE	100000-4385 / 79160-4385 Facility Rental	TK0223B	100.00	76133		00075716	03/06/2012
			<b>Vendor Total:</b>		<b>100.00</b>				
MW OH	MARTINEZ, ROBERTO V008176	DEPOSIT REFUND-BACKS BLDG	100000-4385 / 79161-4385 Facility Rental	TK0223B	150.00	76120		00075717	03/06/2012
			<b>Vendor Total:</b>		<b>150.00</b>				
MW IP	MC FADDEN-DALE HARDW. V000635	MISC PARTS	0043-1505 Auto Supply Inventory	ITK0216A	6.56	34341/5	P05430	00075634	02/16/2012
MW IP	MC FADDEN-DALE HARDW. V000635	MISC PARTS	0043-1505 Auto Supply Inventory	ITK0216A	11.64	34661/5	P05430	00075634	02/16/2012
			<b>Vendor Total:</b>		<b>18.20</b>				
MW OH	MCCONAHA, MICHAEL V002517	MARCH MONTHLY EXPENSES	103550-5001 Salaries/Full-Time Regular	TK0223B	50.00	MARCH 12		00075718	03/06/2012
			<b>Vendor Total:</b>		<b>50.00</b>				
MW IP	MCWILLIAMS, RANDY V004271	LEADERSHIP/RJSK MNGMT-MILE	103041-6250 Staff Training	ITK0222A	49.07	5	P06506	00075667	02/23/2012
			<b>Vendor Total:</b>		<b>49.07</b>				

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MW OH	MELIA, PATRICK J V002649	MILEAGE REIMBURSEMENT	101002-6240 Mileage Reimbursement	TK0223B	32.03	021312		00075719	03/06/2012
			<b>Vendor Total:</b>		<b>32.03</b>				
MW OH	MENDOZA, JESUS V001427	DEPOSIT REFUND-WHITTEN	100000-4385 / 79195-4385 Facility Rental	TK0223B	150.00	75899		00075720	03/06/2012
			<b>Vendor Total:</b>		<b>150.00</b>				
MW IP	MESEER, ROBERT V008157	REFUND-PARKING CITATION	100000-4410 City Ord Fines (Parking)	ITK0216A	34.50	PK437265		00075635	02/16/2012
MW IP	MESEER, ROBERT V008157	REFUND-PARKING CITATION	0044-2038 Parking Fines	ITK0216A	12.50	PK437265		00075635	02/16/2012
			<b>Vendor Total:</b>		<b>47.00</b>				
MW OH	MORENO, TANIA V007723	MARCH MONTHLY EXPENSES	101002-5001 Salaries/Full-Time Regular	TK0223B	25.00	MARCH 12		00075721	03/06/2012
MW OH	MORENO, TANIA V007723	MARCH MONTHLY EXPENSES	101513-5001 Salaries/Full-Time Regular	TK0223B	25.00	MARCH 12		00075721	03/06/2012
			<b>Vendor Total:</b>		<b>50.00</b>				
MW OH	MZN CONSTRUCTION INC V003959	HOUSING REHAB CHANGE ORDER	302535-6401 Community Programs	TK0223B	1,700.00	0002545-IN	P06483	00075722	03/06/2012
MW OH	NEOPOST USA INC. V006556	POSTAGE INK CARTRIDGE	431010-6325 Postage	TK0223B	561.38	13627965	P06469	00075723	03/06/2012
			<b>Vendor Total:</b>		<b>1,700.00</b>				
MW OH	NGUYEN, MICHAEL V005291	MARCH MONTHLY EXPENSES	102021-5001 Salaries/Full-Time Regular	TK0223B	50.00	MARCH 12		00075724	03/06/2012
MW OH	NGUYEN, PHONG V008115	CLASS REFUND	100000-4340 / 79340-4340 Recreation Programs	TK0223B	40.00	76132		00075725	03/06/2012
			<b>Vendor Total:</b>		<b>50.00</b>				
MW IP	NICKEY PETROLEUM COME	JAN GASOLINE DELIVERY	433658-6345	ITK0216A	29,933.01	301828	P05480	00075636	02/16/2012
			<b>Vendor Total:</b>		<b>40.00</b>				

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	V000696		Gasoline & Diesel Fuel						
MW IP	NICKEY PETROLEUM COMF V000696	MOTOR OIL	0043-1505 Auto Supply Inventory	ITK0216A	1,243.10	301734	P05856	00075636	02/16/2012
			<b>Vendor Total:</b>		<b>31,176.11</b>				
MW OH	NICKS, JONATHAN V004909	MARCH MONTHLY EXPENSES	104072-5001 Salaries/Full-Time Regular	TK0223B	50.00	MARCH 12		00075726	03/06/2012
			<b>Vendor Total:</b>		<b>50.00</b>				
MW OH	NORCO DELIVERY SERVICE V007294	SHIPPING CHARGES	103550-6325 Postage	TK0223B	17.03	348215	P05424	00075727	03/06/2012
			<b>Vendor Total:</b>		<b>17.03</b>				
MW OH	OCE IMAGISTICS INC. V006549	SHIPPING FEES-TONER	431010-6175 Office Equipment Rental	TK0223B	12.93	204088829		00075728	03/06/2012
			<b>Vendor Total:</b>		<b>12.93</b>				
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	101511-6315 Office Supplies	TK0223B	60.65	0392311	P05408	00075729	03/06/2012
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103650-6315 Office Supplies	TK0223B	13.65	0391101	P05465	00075729	03/06/2012
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103650-6315 Office Supplies	TK0223B	16.27	0391671	P05465	00075729	03/06/2012
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	104070-6315 Office Supplies	TK0223B	10.07	039160	P06377	00075729	03/06/2012
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102020-6315 Office Supplies	TK0223B	27.62	0391891	P06427	00075729	03/06/2012
MW OH	OFFICE INDUSTRIES V007477	LASERFICHE SUPPLIES	333523-6899 / 30022-6899 Other Capital Outlay	TK0223B	40.38	0391381	P06500	00075729	03/06/2012
MW OH	OFFICE INDUSTRIES V007477	LASERFICHE SUPPLIES	333523-6899 / 30022-6899 Other Capital Outlay	TK0223B	21.84	0391531	P06500	00075729	03/06/2012
MW OH	OFFICE INDUSTRIES V007477	LASERFICHE SUPPLIES	333523-6899 / 30022-6899 Other Capital Outlay	TK0223B	290.86	0392051	P06500	00075729	03/06/2012
			<b>Vendor Total:</b>		<b>481.34</b>				

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MW OH	OLIVIER, MICHELE V008177	DEPOSIT REFUND-WHITTEN	100000-4385 / 79195-4385 Facility Rental	TK0223B	150.00	76103		00075730	03/06/2012
			<b>Vendor Total:</b>		<b>150.00</b>				
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	0043-1505 Auto Supply Inventory	TK0223B	25.09	86786	P05479	00075731	03/06/2012
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	0043-1505 Auto Supply Inventory	TK0223B	2.68	87207	P05479	00075731	03/06/2012
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	0043-1505 Auto Supply Inventory	TK0223B	83.44	87304	P05479	00075731	03/06/2012
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	0043-1505 Auto Supply Inventory	TK0223B	17.49	88312	P05479	00075731	03/06/2012
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	0043-1505 Auto Supply Inventory	TK0223B	60.94	88494	P05479	00075731	03/06/2012
			<b>Vendor Total:</b>		<b>189.64</b>				
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 2/18/12 PD DATE 2/24/12	0048-2176 PCEA/OCEA Assoc Dues	PY12004	23.09	2610/1201004		00075652	02/24/2012
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 2/18/12 PD DATE 2/24/12	0010-2176 PCEA/OCEA Assoc Dues	PY12004	277.07	2610/1201004		00075652	02/24/2012
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 2/18/12 PD DATE 2/24/12	0043-2176 PCEA/OCEA Assoc Dues	PY12004	19.24	2610/1201004		00075652	02/24/2012
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 2/18/12 PD DATE 2/24/12	0037-2176 PCEA/OCEA Assoc Dues	PY12004	5.77	2610/1201004		00075652	02/24/2012
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 2/18/12 PD DATE 2/24/12	0029-2176 PCEA/OCEA Assoc Dues	PY12004	11.53	2610/1201004		00075652	02/24/2012
			<b>Vendor Total:</b>		<b>336.70</b>				
MW OH	ORANGE COUNTY SHERIFF V005007	P/E 2/18/12 PD DATE 2/24/12	0029-2196 Garnishments W/H	PY12004	15.00	2714/1201004		00075653	02/24/2012
MW OH	ORANGE COUNTY SHERIFF V005007	P/E 2/18/12 PD DATE 2/24/12	0010-2196 Garnishments W/H	PY12004	112.50	2714/1201004		00075653	02/24/2012
MW OH	ORANGE COUNTY SHERIFF	P/E 2/18/12 PD DATE 2/24/12	0048-2196	PY12004	22.50	2714/1201004		00075653	02/24/2012

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	V005007		Garnishments W/H						
MW IP	ORANGE COUNTY TREASURY JAN PARKING CITATIONS V007306		0044-2038 Parking Fines	Vendor Total: ITK0216A	150.00 4,850.00	012012		00075637	02/16/2012
MW OH	ORTEGA, JEANETTE V007724	MARCH MONTHLY EXPENSES	101572-5001 Salaries/Full-Time Regular	Vendor Total: TK0223B	4,850.00 50.00	MARCH 12		00075732	03/06/2012
MW IP	PAINT YOUR HEART OUT V006676	PAINT SRVS-250 S. ROSE #108	302535-6401 Community Programs	Vendor Total: ITK0216A	50.00 3,500.00	P12-1	P06359	00075638	02/16/2012
MW IP	PARS V006999	FEB PARS TRUST ADMIN SRVS	395083-6025 Third Party Administration	Vendor Total: ITK0216A	3,500.00 400.00	-22270		00075639	02/16/2012
MW IP	PASCARELLA, RICHARD V002546	REIMBURSEMENT-TUITION	431010-5150 Tuition Reimbursement	Vendor Total: ITK0222A	400.00 594.68	09012011	P06475	00075668	02/23/2012
MW OH	PB CREATIVE DESIGNS V008169	BUSINESS LICENSE REFUND	100000-4101 Gross Receipts	Vendor Total: TK0223C	594.68 48.00	022212		00075733	03/06/2012
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 2/18/12 PD DATE 2/24/12	0029-2176 PCEA/OCEA Assoc Dues	Vendor Total: PY12004	48.00 1.20	2615/1201004		00075654	02/24/2012
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 2/18/12 PD DATE 2/24/12	0010-2176 PCEA/OCEA Assoc Dues	Vendor Total: PY12004	28.80	2615/1201004		00075654	02/24/2012
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 2/18/12 PD DATE 2/24/12	0037-2176 PCEA/OCEA Assoc Dues	Vendor Total: PY12004	0.60	2615/1201004		00075654	02/24/2012
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 2/18/12 PD DATE 2/24/12	0048-2176 PCEA/OCEA Assoc Dues	Vendor Total: PY12004	2.40	2615/1201004		00075654	02/24/2012
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 2/18/12 PD DATE 2/24/12	0043-2176	Vendor Total: PY12004	2.00	2615/1201004		00075654	02/24/2012

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	V000679		PCEA/OCEA Assoc Dues						
	<b>Vendor Total:</b>				<b>35.00</b>				
MW OH	PHOTOGRAPHY BY JOHN W	PHOTO-CULTURAL ARTS MEMBEI	104071-6301	TK0223C	53.88	11345	P06519	00075734	03/06/2012
	V000812		Special Department Supplies						
MW OH	PHOTOGRAPHY BY JOHN W	PHOTO-CULTURAL ARTS MEMBEI	104071-6301	TK0223C	53.88	11346	P06519	00075734	03/06/2012
	V000812		Special Department Supplies						
	<b>Vendor Total:</b>				<b>107.76</b>				
MW OH	PLACENTIA POLICE MANAC	P/E 2/18/12 PD DATE 2/24/12	0010-2180	PY12004	921.97	2625/1201004		00075655	02/24/2012
	V000839		Police Mgmt Assn Dues						
	<b>Vendor Total:</b>				<b>921.97</b>				
MW OH	PLACENTIA POLICE OFFICE	P/E 2/18/12 PD DATE 2/24/12	0010-2178	PY12004	2,967.82	2620/1201004		00075656	02/24/2012
	V003519		Placentia Police Assoc Dues						
	<b>Vendor Total:</b>				<b>2,967.82</b>				
MW IP	POINT, ERIC	REIMBURSEMENT-TUITION	431010-5150	ITK0222A	594.68	03012011	P06476	00075669	02/23/2012
	V002831		Tuition Reimbursement						
	<b>Vendor Total:</b>				<b>594.68</b>				
MW OH	PRO FORCE LAW ENFORCEI	TASER X26 EXTENDED DPM	103041-6301	TK0223C	419.64	128888	P06490	00075735	03/06/2012
	V003428		Special Department Supplies						
	<b>Vendor Total:</b>				<b>419.64</b>				
MW OH	PUBLIC AGENCY RISK SHAI	CLAIM SETTLEMENT	404582-6210 / 10026-6210	TK0223C	88,954.65	020312	P06477	00075736	03/06/2012
	V000241		Liability Claims						
	<b>Vendor Total:</b>				<b>88,954.65</b>				
MW OH	PUBLIC RESTROOM COMPA	PREFAB RESTROOM-FINAL PAYM	333555-6185 / 6104940153-6185	TK0223C	14,635.25	21412	P06495	00075737	03/06/2012
	V007555		Construction Services						
	<b>Vendor Total:</b>				<b>14,635.25</b>				
MW OH	QUARTERMASTER UNIFOR	PD UNIFORMS	103042-6360	TK0223C	241.32	R538289401011	P05417	00075738	03/06/2012
	V005761		Uniforms						
	<b>Vendor Total:</b>				<b>241.32</b>				
MW OH	QUARTERMASTER UNIFOR	PD UNIFORMS	103041-6360	TK0223C	53.86	R538304500011	P05417	00075738	03/06/2012
	V005761		Uniforms						
	<b>Vendor Total:</b>				<b>53.86</b>				

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MW OH	QUARTERMASTER UNIFORMS V005761	UNIFORMS	103041-6360 Uniforms	TK0223C	53.86	R338304801013	P05417	00075738	03/06/2012
MW OH	RAMIREZ, BERENIZ V008167	DEPOSIT REFUND-BACKS	100000-4385 / 79161-4385 Facility Rental	<b>Vendor Total:</b> TK0223C	<b>349.04</b> 150.00	75900		00075739	03/06/2012
MW OH	REPUBLIC WASTE SERVICE V007205	JAN REFUSE COLLECTION	374386-6101 Disposal	<b>Vendor Total:</b> TK0223C	<b>150.00</b> 199,140.04	JAN12	P05789	00075740	03/06/2012
MW IP	REYES, ONOFRE V008158	REFUND-PARKING CITATION	0044-2038 Parking Fines	<b>Vendor Total:</b> ITK0216A	<b>199,140.04</b> 12.50	PK446783		00075640	02/16/2012
MW IP	REYES, ONOFRE V008158	REFUND-PARKING CITATION	100000-4410 City Ord Fines (Parking)	<b>Vendor Total:</b> ITK0216A	<b>34.50</b> 34.50	PK446783		00075640	02/16/2012
MW IP	RIVERSIDE COUNTY SHERIFF V008065	CLASS REGISTRATION-COVER	103041-6250 Staff Training	<b>Vendor Total:</b> ITK0222A	<b>47.00</b> 196.00	3	P06507	00075670	02/23/2012
MW OH	SA AQUATICS V002842	JAN FOUNTAIN MAINT	103655-6115 Landscaping	<b>Vendor Total:</b> TK0223C	<b>196.00</b> 142.50	203206	P06310	00075741	03/06/2012
MW OH	SA AQUATICS V002842	JAN FOUNTAIN MAINT	0010-1220 Accts Rec/Plac Library Dist	<b>Vendor Total:</b> TK0223C	<b>142.50</b> 142.50	203206	P06310	00075741	03/06/2012
MW OH	SALONGA, REBECA V008165	DEPOSIT REFUND-AGUIRRE	100000-4385 / 79160-4385 Facility Rental	<b>Vendor Total:</b> TK0223C	<b>285.00</b> 100.00	75902		00075742	03/06/2012
MW OH	SANCHEZ, DANYELLE V003402	MARCH MONTHLY EXPENSES	101512-5001 Salaries/Full-Time Regular	<b>Vendor Total:</b> TK0223C	<b>100.00</b> 50.00	MARCH 12		00075743	03/06/2012
MW OH	SCHWARTZ, MONIQUE	MARCH MONTHLY EXPENSES	102531-5001	<b>Vendor Total:</b> TK0223C	<b>50.00</b> 50.00	MARCH 12		00075744	03/06/2012

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	V004447		Salaries/Full-Time Regular						
MW OH	SECODA, RICHARD V008166	DEPOSIT REFUND-AGUIRRE	100000-4385 / 79160-4385 Facility Rental	TK0223C	50.00	100.00 75901		00075745	03/06/2012
				<b>Vendor Total:</b>	<b>100.00</b>				
MW IP	SEGLETES, CHRISTINA V008161	JAIL SECURITY-REG.MILEAGE,ME	103043-6250 Staff Training	ITK0222A	29.16	29.16 1	P06508	00075671	02/23/2012
				<b>Vendor Total:</b>	<b>29.16</b>				
MW OH	SHRED-IT LOS ANGELES V000905	SHRED & RECYCLE DOCS	374386-6299 Other Purchased Services	TK0223C	100.95	100.95 9400045400	P05630	00075746	03/06/2012
				<b>Vendor Total:</b>	<b>100.95</b>				
MW OH	SMITH, DONNA V001269	WINTER INSTRUCTOR PAYMENT	104071-6060 / 79308-6060 Instructional Services	TK0223C	655.20	655.20 21412	P06472	00075747	03/06/2012
				<b>Vendor Total:</b>	<b>655.20</b>				
MW OH	SMITH, WARD V002806	MARCH MONTHLY EXPENSES	103040-5001 Salaries/Full-Time Regular	TK0223C	50.00	50.00 MARCH 12		00075748	03/06/2012
				<b>Vendor Total:</b>	<b>50.00</b>				
MW IP	SOUTHERN CALIFORNIA EI V000910	JAN ELECTRICITY CHARGES	0010-1228 AR/County of Orange	ITK0216A	13.84	13.84 020912		00075641	02/16/2012
MW IP	SOUTHERN CALIFORNIA EI V000910	JAN ELECTRICITY CHARGES	103552-6330 Electricity	ITK0216A	7.70	7.70 020912		00075641	02/16/2012
MW IP	SOUTHERN CALIFORNIA EI V000910	JAN ELECTRICITY CHARGES	286560-6330 Electricity	ITK0216A	30,230.67	30,230.67 020912		00075641	02/16/2012
MW IP	SOUTHERN CALIFORNIA EI V000910	JAN ELECTRICITY CHARGES	431010-6330 Electricity	ITK0216A	11,607.48	11,607.48 020912		00075641	02/16/2012
MW IP	SOUTHERN CALIFORNIA EI V000910	JAN ELECTRICITY CHARGES	296561-6330 Electricity	ITK0216A	182.89	182.89 020912		00075641	02/16/2012
MW IP	SOUTHERN CALIFORNIA EI V000910	DEC-FEB ELECTRICITY CHARGES	0010-1226 AR/City of Yorba Linda	ITK0222A	98.45	98.45 021512		00075672	02/23/2012
MW IP	SOUTHERN CALIFORNIA EI V000910	DEC-FEB ELECTRICITY CHARGES	103552-6330	ITK0222A	46.68	46.68 021512		00075672	02/23/2012

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	V000910		Electricity						
MW IP	SOUTHERN CALIFORNIA EL	DEC-FEB ELECTRICITY CHARGES	431010-6330	ITK0222A	8,196.64	021512		00075672	02/23/2012
	V000910		Electricity						
		<b>Vendor Total:</b>			<b>50,384.35</b>				
MW IP	SPRINT	JAN RELAY SERVICES	431010-6215	ITK0216A	574.62	9501112100086		00075642	02/16/2012
	V006126		Telephone						
		<b>Vendor Total:</b>			<b>574.62</b>				
MW OH	SPRINT	CELL PHONE RECORDS RETRIEVA	103040-6099	TK0223C	30.00	LCI-124768	P06491	00075749	03/06/2012
	V007688		Other Professional Services						
		<b>Vendor Total:</b>			<b>30.00</b>				
MW OH	STANLEY CONVERGENT SE	MARCH ALARM MONITORING	433654-6130	TK0223D	216.60	8946603	P06389	00075750	03/06/2012
	V005591		Repair & Maint/Facilities						
MW OH	STANLEY CONVERGENT SE	MARCH ALARM MONITORING	433654-6130	TK0223D	442.86	8956492	P06389	00075750	03/06/2012
	V005591		Repair & Maint/Facilities						
MW OH	STANLEY CONVERGENT SE	MARCH ALARM MONITORING	433654-6130	TK0223D	127.92	8957003	P06389	00075750	03/06/2012
	V005591		Repair & Maint/Facilities						
MW OH	STANLEY CONVERGENT SE	MARCH ALARM MONITORING	433654-6130	TK0223D	632.10	8958438	P06389	00075750	03/06/2012
	V005591		Repair & Maint/Facilities						
MW OH	STANLEY CONVERGENT SE	MARCH ALARM MONITORING	433654-6130	TK0223D	1,081.38	8964689	P06389	00075750	03/06/2012
	V005591		Repair & Maint/Facilities						
MW OH	STANLEY CONVERGENT SE	MARCH ALARM MONITORING	433654-6130	TK0223D	111.30	8973038	P06389	00075750	03/06/2012
	V005591		Repair & Maint/Facilities						
		<b>Vendor Total:</b>			<b>2,612.16</b>				
MW OH	STEIB, JENNY	DEPOSIT REFUND-TRI CITY	100000-4385 / 79188-4385	TK0223D	100.00	74930		00075751	03/06/2012
	V008170		Facility Rental						
		<b>Vendor Total:</b>			<b>100.00</b>				
MW IP	SUNGARD PUBLIC SECTOR	BI-TECH OS-ASP SERVICES	422023-6136	ITK0222A	5,275.00	46920	P05704	00075673	02/23/2012
	V005987		Software Maintenance						
		<b>Vendor Total:</b>			<b>5,275.00</b>				
MW OH	SWRCB	ANNUAL PERMIT FEE	374386-6257	TK0223D	12,131.00	WD-0069535	P06473	00075752	03/06/2012

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	V000957		Licenses & Permits						
MW OH	SYNOPTTEK INC V007863	JAN IT SUPPORT SERVICE	422023-6290 Dept. Contract Services	Vendor Total: TK0223D	12,131.00 6,225.00	214065	P05811	00075753	03/06/2012
MW OH	SYNOPTTEK INC V008075	GEO SOFTWARE CERTIFICATE	422023-6136 Software Maintenance	Vendor Total: TK0223D	6,225.00 157.00	213968	P06485	00075754	03/06/2012
MW IP	T-MOBILE V004339	DEC CELL PHONE CHARGES	431010-6215 Telephone	Vendor Total: ITK0216A	157.00 1,116.06	010212		00075643	02/16/2012
MW IP	T-MOBILE V004339	DEC CELL PHONE CHARGES	431010-6215 Telephone	ITK0216A	833.57	010212A		00075643	02/16/2012
MW IP	T-MOBILE V004339	NOV CELL PHONE CHARGES	431010-6215 Telephone	ITK0216A	3,884.84	120211		00075643	02/16/2012
MW IP	T-MOBILE V004339	NOV CELL PHONE CHARGES	431010-6215 Telephone	ITK0216A	168.68	120211A		00075643	02/16/2012
MW IP	TIME WARNER CABLE V004450	FEB/MARCH CABLE CHARGES	431010-6215 Telephone	Vendor Total: ITK0222A	6,003.15 136.47	022212		00075674	02/23/2012
MW IP	TIME VALUE SOFTWARE V001021	TAX SOFTWARE RENEWAL	102020-6315 Office Supplies	Vendor Total: ITK0222A	136.47 74.35	0433600-IN	P06538	00075675	02/23/2012
MW OH	TODD, LARRY V002103	WINTER INSTRUCTOR PAYMENT	104071-6060 / 79324-6060 Instructional Services	Vendor Total: TK0223D	74.35 1,175.85	WINTER 12	P06492	00075755	03/06/2012
MW IP	TRAFFIC CONTROL SERVIC V001039	TRAFFIC SIGNS	103652-6310 Street Signs	Vendor Total: ITK0216A	1,175.85 22.36	1045115	P05469	00075644	02/16/2012
MW IP	TRAFFIC CONTROL SERVIC V001039	TRAFFIC SIGNS	103652-6310	ITK0216A	71.12	1049696	P05469	00075644	02/16/2012

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	V001039		Street Signs						
MW IP	TRAFFIC CONTROL SERVIC V001039	TRAFFIC SIGNS	103652-6310 Street Signs	ITK0216A	367.50	1052427	P05469	00075644	02/16/2012
			<b>Vendor Total:</b>		<b>460.98</b>				
MW OH	TRIFYTT SPORTS V004975	WINTER INSTRUCTOR PAYMENT	104071-6060 / 79348-6060 Instructional Services	TK0223D	1,237.60	21412	P06471	00075756	03/06/2012
			<b>Vendor Total:</b>		<b>1,237.60</b>				
MW OH	TRILLIUM V007952	JAN CNG FUEL	433658-6340 Natural Gas	TK0223D	10.16	2012-0006	P05981	00075757	03/06/2012
			<b>Vendor Total:</b>		<b>10.16</b>				
MW OH	TRIEPI SMITH & ASSOCIA V007848	IT CONSULTANT SERVICES	422023-6290 Dept. Contract Services	TK0223D	2,406.25	445	P05919	00075758	03/06/2012
			<b>Vendor Total:</b>		<b>2,406.25</b>				
MW OH	TRUCPARCO V001047	TRUCK PARTS	0043-1505 Auto Supply Inventory	TK0223D	75.40	284014	P05639	00075759	03/06/2012
			<b>Vendor Total:</b>		<b>75.40</b>				
MW IP	UNION CONSTRUCTION CO. V007997	CONSTRUCTION SRVS-GOMEZ	335554-6185 / 6107040023-6185 Construction Services	ITK0216A	75,771.58	04	P06120	00075646	02/16/2012
			<b>Vendor Total:</b>		<b>75,771.58</b>				
MW OH	UNITED RENTALS NORTHW V001082	CONCRETE REPLACEMENT	103652-6301 Special Department Supplies	TK0223D	167.74	101203730-001	P05459	00075760	03/06/2012
			<b>Vendor Total:</b>		<b>167.74</b>				
MW OH	UNITED WAY OF ORANGE C V001062	P/E 2/18/12 PD DATE 2/24/12	0037-2193 Charity	PY12004	1.00	2635/1201004		00075657	02/24/2012
MW OH	UNITED WAY OF ORANGE C V001062	P/E 2/18/12 PD DATE 2/24/12	0010-2193 Charity	PY12004	14.00	2635/1201004		00075657	02/24/2012
			<b>Vendor Total:</b>		<b>15.00</b>				
MW IP	US BANK CORPORATE PAYM V005008	MMASC MEMBERSHIP-PISCHEL	101572-6255 Dues & Memberships	ITK0216A	75.00	JANUARY 12		00075647	02/16/2012

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MW IP	US BANK CORPORATE PAY: V005008	PRINTER, TONER, SURGE PROTECT	422023-6135 Repair/Maint Off Furn & Eqp	ITK0216A	423.37	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY: V005008	TONER	431010-6315 Office Supplies	ITK0216A	176.76	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY: V005008	PRINTER, SURGE PROTECTOR	422023-6135 Repair/Maint Off Furn & Eqp	ITK0216A	289.74	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY: V005008	MANAGER/MID-MANAGER LUNCH	101512-6245 Meetings & Conferences	ITK0216A	233.00	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY: V005008	MEMORIAL CEREMONY PROGRAM	103040-6230 Printing & Binding	ITK0216A	54.53	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY: V005008	CAMERA FOR PD	103040-6315 Office Supplies	ITK0216A	263.31	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY: V005008	USB FOR PD	103040-6315 Office Supplies	ITK0216A	96.94	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY: V005008	TONER	103040-6315 Office Supplies	ITK0216A	232.00	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY: V005008	REFRESHMENTS-MEMORIAL CER	103040-6301 Special Department Supplies	ITK0216A	14.99	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY: V005008	REFRESHMENTS-MEMORIAL CER	103040-6301 Special Department Supplies	ITK0216A	12.95	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY: V005008	REFRESHMENTS-MEMORIAL CER	103041-6301 Special Department Supplies	ITK0216A	69.02	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY: V005008	IAP APPLICATION	103040-6315 Office Supplies	ITK0216A	9.99	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY: V005008	RANGE TARGETS	103041-6301 Special Department Supplies	ITK0216A	125.53	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY: V005008	2012 CA PENAL CODE INFO	103040-6320 Books & Periodicals	ITK0216A	390.10	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY: V005008	DOG FOOD FOR K9	103041-6301 Special Department Supplies	ITK0216A	76.67	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY: V005008	SHIPPING CHARGES	103040-6325	ITK0216A	35.40	JANUARY 12		00075647	02/16/2012

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	V005008		Postage						
MW IP	US BANK CORPORATE PAYI V005008	INSTALL GLASS-PD DOOR	213041-6840 Machinery & Equipment	ITK0216A	131.03	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAYI V005008	CSAIA CONFERENCE-LOOMIS	103042-6245 Meetings & Conferences	ITK0216A	300.00	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAYI V005008	DIGITAL RECORDER-FINANCE	422023-6301 Special Department Supplies	ITK0216A	128.00	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAYI V005008	OFFICE SUPPLIES	103040-6315 Office Supplies	ITK0216A	499.86	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAYI V005008	GASOLINE	433658-6345 Gasoline & Diesel Fuel	ITK0216A	34.35	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAYI V005008	OFFICE SUPPLIES	102533-6315 Office Supplies	ITK0216A	33.75	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAYI V005008	CA BUILDING OFFICIALS-MEMBE	102532-6255 Dues & Memberships	ITK0216A	215.00	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAYI V005008	CA BUILDING OFFICIALS-REG	102532-6245 Meetings & Conferences	ITK0216A	600.00	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAYI V005008	CONFERENCE HOTEL-BUTZLAFF	101511-6245 Meetings & Conferences	ITK0216A	678.29	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAYI V005008	BUSINESS MEETING LUNCH	101511-6245 Meetings & Conferences	ITK0216A	27.79	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAYI V005008	AIRPORT PARKING	101511-6245 Meetings & Conferences	ITK0216A	36.00	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAYI V005008	GASOLINE	101511-5199 Other Employee Benefits	ITK0216A	56.79	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAYI V005008	GASOLINE	101511-5199 Other Employee Benefits	ITK0216A	53.21	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAYI V005008	GASOLINE	101511-5199 Other Employee Benefits	ITK0216A	49.24	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAYI V005008	GASOLINE	101511-5199 Other Employee Benefits	ITK0216A	54.44	JANUARY 12		00075647	02/16/2012

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MW IP	US BANK CORPORATE PAY/ GASOLINE V005008		101511-5199 Other Employee Benefits	ITK0216A	65.03	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY/ GASOLINE V005008		101511-5199 Other Employee Benefits	ITK0216A	63.53	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY/ FASRAK V005008		101511-5199 Other Employee Benefits	ITK0216A	35.00	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY/ GASOLINE V005008		101511-5199 Other Employee Benefits	ITK0216A	59.71	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY/ GFOA MEMBERSHIP V005008		102020-6255 Dues & Memberships	ITK0216A	145.00	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY/ GFOA MEMBERSHIP V005008		102020-6255 Dues & Memberships	ITK0216A	450.00	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY/ SHIPPING CHARGES V005008		102020-6325 Postage	ITK0216A	49.25	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY/ SHIPPING CHARGES V005008		102020-6325 Postage	ITK0216A	20.60	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY/ PW SUPPLIES V005008		433654-6399 Other Supplies	ITK0216A	46.42	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY/ PW SUPPLIES V005008		433654-6399 Other Supplies	ITK0216A	203.77	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY/ PW SUPPLIES V005008		433654-6399 Other Supplies	ITK0216A	73.55	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY/ SUPPLIES-YOUTH SPORTS V005008		104071-6301 Special Department Supplies	ITK0216A	4.31	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY/ P.A.R.K.S SUPPLIES V005008		104071-6301 Special Department Supplies	ITK0216A	16.98	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY/ MANAGER/MID-MANAGER LUNCH V005008		101512-6245 Meetings & Conferences	ITK0216A	15.00	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY/ CANOPY RENTAL-LIBRARY EVEN V005008		101511-6301 Special Department Supplies	ITK0216A	240.00	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY/ POOL MAINT CHARGES V005008		433654-6130	ITK0216A	51.75	JANUARY 12		00075647	02/16/2012

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	V005008		Repair & Maint/Facilities						
MW IP	US BANK CORPORATE PAY/ V005008	SUPPLIES-YOUTH SPORTS	104071-6301 / 79376-6301 Special Department Supplies	ITK0216A	4.27	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY/ V005008	SUPPLIES-YOUTH SPORTS	104071-6301 / 79376-6301 Special Department Supplies	ITK0216A	141.34	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY/ V005008	HELIUM TANK REFILLS	104071-6301 Special Department Supplies	ITK0216A	211.00	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY/ V005008	GAS CAPS	103655-6350 Small Tools/Equipment	ITK0216A	25.54	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY/ V005008	BOOM TRUCK TRANSMISSION	0043-1505 Auto Supply Inventory	ITK0216A	1,298.34	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY/ V005008	BOOM TRUCK TRANSMISSION	0043-1505 Auto Supply Inventory	ITK0216A	1,298.34	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY/ V005008	AIR FARE-YAMAGUCHI	101001-6245 Meetings & Conferences	ITK0216A	435.60	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY/ V005008	KEYS	103043-6350 Small Tools/Equipment	ITK0216A	13.45	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY/ V005008	1/17/12 COUNCIL DINNER	101001-6245 Meetings & Conferences	ITK0216A	71.05	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY/ V005008	PAINT	433654-6399 Other Supplies	ITK0216A	104.64	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY/ V005008	FLOURESENT LAMPS	433654-6399 Other Supplies	ITK0216A	240.50	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY/ V005008	BALLFIELD PAD LOCKS	103655-6301 Special Department Supplies	ITK0216A	87.44	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY/ V005008	PW SUPPLIES	103655-6301 Special Department Supplies	ITK0216A	80.68	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY/ V005008	RYE SEED	103655-6301 Special Department Supplies	ITK0216A	24.57	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY/ V005008	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	ITK0216A	57.62	JANUARY 12		00075647	02/16/2012

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MW IP	US BANK CORPORATE PAY] V005008	CONCRETE CUTTING BLADE	103655-6301 Special Department Supplies	ITK0216A	19.37	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY] V005008	PW SUPPLIES	103655-6301 Special Department Supplies	ITK0216A	36.39	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY] V005008	12 PAD LOCKS	103655-6301 Special Department Supplies	ITK0216A	186.84	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY] V005008	CPRS CONFERENCE-MAURER/MAJ	104071-6250 Staff Training	ITK0216A	60.00	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY] V005008	PRINTING SERVICES	103040-6230 Printing & Binding	ITK0216A	287.22	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY] V005008	MEMORIAL PLAQUE	103041-6301 Special Department Supplies	ITK0216A	599.33	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY] V005008	CONFERENCE HOTEL-NELSON	101001-6245 Meetings & Conferences	ITK0216A	184.80	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY] V005008	CONFERENCE HOTEL-WANKE	101001-6245 Meetings & Conferences	ITK0216A	465.27	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY] V005008	TRANSPORTATION-YAMAGUCHI	101001-6245 Meetings & Conferences	ITK0216A	51.00	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY] V005008	TRANSPORTATION-BUTZLAFF	101511-6245 Meetings & Conferences	ITK0216A	70.20	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY] V005008	TRANSPORTATION-WANKE/YAMAF	101001-6245 Meetings & Conferences	ITK0216A	79.20	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY] V005008	AIR FARE-WANKE	101001-6245 Meetings & Conferences	ITK0216A	417.60	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY] V005008	CONFERENCE REG-WANKE	101001-6245 Meetings & Conferences	ITK0216A	540.00	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY] V005008	CONFERENCE REG-BUTZLAFF	101511-6245 Meetings & Conferences	ITK0216A	595.00	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY] V005008	AIR FARE-NELSON	101001-6245 Meetings & Conferences	ITK0216A	435.60	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY] V005008	AIR FARE-BUTZLAFF	101511-6245 Meetings & Conferences	ITK0216A	435.60	JANUARY 12		00075647	02/16/2012

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	V005008		Meetings & Conferences						
MW IP	US BANK CORPORATE PAY] V005008	RACES MEETING SUPPLIES	101514-6245 Meetings & Conferences	ITK0216A	8.48	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY] V005008	EMERGENCY KIT SUPPLIES	101514-6301 Special Department Supplies	ITK0216A	40.87	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY] V005008	OFFICE SUPPLIES	103040-6315 Office Supplies	ITK0216A	21.27	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY] V005008	GASOLINE	433658-6345 Gasoline & Diesel Fuel	ITK0216A	55.16	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY] V005008	SHIPPING CHARGES	103040-6325 / 50040-6325 Postage	ITK0216A	10.97	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY] V005008	TONER	103040-6315 / 50100-6315 Office Supplies	ITK0216A	94.80	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY] V005008	REPLACEMENT FILTER/KEYS	103043-6301 / 50100-6301 Special Department Supplies	ITK0216A	405.73	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY] V005008	CREDIT	103043-6301 / 50100-6301 Special Department Supplies	ITK0216A	-60.00	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY] V005008	GATE KEYS	103043-6301 / 50040-6301 Special Department Supplies	ITK0216A	40.35	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY] V005008	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ITK0216A	437.60	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY] V005008	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ITK0216A	47.71	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY] V005008	SR. CENTER SUPPLIES	101572-6301 Special Department Supplies	ITK0216A	110.98	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY] V005008	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ITK0216A	138.51	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY] V005008	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ITK0216A	165.57	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY] V005008	SR. CENTER SUPPLIES	101572-6301 Special Department Supplies	ITK0216A	189.32	JANUARY 12		00075647	02/16/2012

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MW IP	US BANK CORPORATE PAY V005008	CPRS MEMBERSHIP-ZAMBRANO	104071-6255 Dues & Memberships	ITK0216A	160.00	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY V005008	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ITK0216A	12.91	JANUARY 12		00075647	02/16/2012
MW IP	US BANK CORPORATE PAY V005008	SMOG TEST	0043-1505 Auto Supply Inventory	ITK0216A	35.00	JANUARY 12	P05442	00075647	02/16/2012
				<b>Vendor Total:</b>	<b>17,489.98</b>				
MW IP	Union Bank PARS V006596	PARS/ARS P/E 2/4 PD 2/10	0037-2126 Employee PARS/ARS W/H	ITK0216A	7.97	28120		00075645	02/16/2012
MW IP	Union Bank PARS V006596	PARS/ARS P/E 2/4 PD 2/10	0048-2126 Employee PARS/ARS W/H	ITK0216A	23.79	28120		00075645	02/16/2012
MW IP	Union Bank PARS V006596	PARS/ARS P/E 2/4 PD 2/10	0037-2131 Employer PARS/ARS Payable	ITK0216A	7.97	28120		00075645	02/16/2012
MW IP	Union Bank PARS V006596	PARS/ARS P/E 2/4 PD 2/10	0043-2131 Employer PARS/ARS Payable	ITK0216A	132.75	28120		00075645	02/16/2012
MW IP	Union Bank PARS V006596	PARS/ARS P/E 2/4 PD 2/10	0042-2126 Employee PARS/ARS W/H	ITK0216A	8.93	28120		00075645	02/16/2012
MW IP	Union Bank PARS V006596	PARS/ARS P/E 2/4 PD 2/10	0010-2131 Employer PARS/ARS Payable	ITK0216A	1,757.52	28120		00075645	02/16/2012
MW IP	Union Bank PARS V006596	PARS/ARS P/E 2/4 PD 2/10	0042-2131 Employer PARS/ARS Payable	ITK0216A	8.93	28120		00075645	02/16/2012
MW IP	Union Bank PARS V006596	PARS/ARS P/E 2/4 PD 2/10	0010-2126 Employee PARS/ARS W/H	ITK0216A	1,757.52	28120		00075645	02/16/2012
MW IP	Union Bank PARS V006596	PARS/ARS P/E 2/4 PD 2/10	0048-2131 Employer PARS/ARS Payable	ITK0216A	23.79	28120		00075645	02/16/2012
MW IP	Union Bank PARS V006596	PARS/ARS P/E 2/4 PD 2/10	0043-2126 Employee PARS/ARS W/H	ITK0216A	132.75	28120		00075645	02/16/2012
				<b>Vendor Total:</b>	<b>3,861.92</b>				
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 2/18/12 PD DATE 2/24/12	0029-2170 Deferred Comp Payable - ICMA	PY12004	8.31	2606/1201004		00075658	02/24/2012
MW OH	VANTAGEPOINT TRANSFER	P/E 2/18/12 PD DATE 2/24/12	0048-2170	PY12004	12.46	2606/1201004		00075658	02/24/2012

**City of Placentia  
Warrant Register  
For 02/28/2012**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V007191		Deferred Comp Payable - ICMA						
MW OH	VANTAGEPOINT TRANSFER P/E 2/18/12 PD DATE 2/24/12 V007191		0010-2170 Deferred Comp Payable - ICMA	PY12004	320.37	2606/1201004		00075658	02/24/2012
			<b>Vendor Total:</b>		<b>341.14</b>				
MW OH	VULCAN MATERIALS COMI PAVING ASPHALT V001102		103652-6301 Special Department Supplies	TK0223D	151.98	641426	P05473	00075761	03/06/2012
MW OH	VULCAN MATERIALS COMI PAVING ASPHALT V001102		103652-6301 Special Department Supplies	TK0223D	149.78	642849	P05473	00075761	03/06/2012
MW OH	VULCAN MATERIALS COMI PAVING ASPHALT V001102		103652-6301 Special Department Supplies	TK0223D	296.32	651619	P05473	00075761	03/06/2012
MW OH	VULCAN MATERIALS COMI PAVING ASPHALT V001102		103652-6301 Special Department Supplies	TK0223D	295.58	660116	P05473	00075761	03/06/2012
			<b>Vendor Total:</b>		<b>893.66</b>				
MW OH	WANKER, CHAD P. V007435	CLASS REFUND	100000-4340 / 79340-4340 Recreation Programs	TK0223D	40.00	76131		00075762	03/06/2012
			<b>Vendor Total:</b>		<b>40.00</b>				
MW OH	WEST COAST ARBORISTS IN JAN CITY TREE TRIMMING V001124		103655-6115 Landscaping	TK0223D	18,631.60	77793	P05512	00075763	03/06/2012
			<b>Vendor Total:</b>		<b>18,631.60</b>				
MW OH	WESTERN RESOURCES TITI PRELIM TITLE REPORT V008151		333552-6015 Engineering Services	TK0223D	395.00	6505-33731	P06482	00075764	03/06/2012
			<b>Vendor Total:</b>		<b>395.00</b>				
MW IP	WJONO, JOE V008164	BOND REFUND-1636 OAK STREET	0044-2042 Construction Deposits	ITK0222A	12,246.00	021612	P06536	00075676	02/23/2012
			<b>Vendor Total:</b>		<b>12,246.00</b>				
MW OH	WILLDAN ASSOCIATES V001127	DEC TRAFFIC ENGINEERING SRVS	103550-6015 Engineering Services	TK0223D	5,040.00	006-11227	P05498	00075765	03/06/2012
			<b>Vendor Total:</b>		<b>5,040.00</b>				
MW OH	WILLDAN ENGINEERING	CONSTRUCTION MANAGEMENT/IT	333555-6185 / 6104940023-6185	TK0223D	12,500.00	00411188	P06516	00075766	03/06/2012
			<b>Vendor Total:</b>		<b>12,500.00</b>				

**City of Placentia  
Warrant Register  
For 02/28/2012**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V007112		Construction Services						
	<b>Vendor Total:</b>				<b>12,500.00</b>				
MW OH	WILLDAN FINANCIAL SERV	LANDSCAPE MAINT DISTRICT ADJ	296561-6099	TK0223D	2,761.17	010-16539	P06494	00075767	03/06/2012
	V005723		Other Professional Services						
MW OH	WILLDAN FINANCIAL SERV	STREET LIGHTING DISTRICT ADM	286560-6099	TK0223D	3,263.21	010-16540	P06494	00075767	03/06/2012
	V005723		Other Professional Services						
	<b>Vendor Total:</b>				<b>6,024.38</b>				
MW OH	WILLIAMS ARCHITECTS	ARCHITECTUAL DESIGN SRVS	333554-6015 / 6107040133-6015	TK0223D	1,480.00	021203	P06517	00075768	03/06/2012
	V007445		Engineering Services						
	<b>Vendor Total:</b>				<b>1,480.00</b>				
MW OH	WM CURBSIDE INC	JAN USED OIL COLLECTION	504315-6301 / 20037-6301	TK0223D	140.00	1520	P06217	00075769	03/06/2012
	V000230		Special Department Supplies						
	<b>Vendor Total:</b>				<b>140.00</b>				
MW OH	YAMAGUCHI, JEREMY	REIMBURSEMENT-TRAVEL	101001-6245	TK0223D	45.00	020712	P06481	00075770	03/06/2012
	V001566		Meetings & Conferences						
	<b>Vendor Total:</b>				<b>45.00</b>				
MW IP	YORBA LINDA WATER DIST	JAN-FEB WATER CHARGES	431010-6335	ITK0222A	110.60	021312		00075677	02/23/2012
	V001148		Water						
	<b>Vendor Total:</b>				<b>110.60</b>				
MW IP	ZUMAR INDUSTRIES INC	STREET SIGNS	103652-6310	ITK0216A	1,632.41	135786	P05472	00075648	02/16/2012
	V001156		Street Signs						
	<b>Vendor Total:</b>				<b>1,632.41</b>				
	<b>Type Total:</b>				<b>909,557.93</b>				
	<b>Warrant Total:</b>				<b>977,984.00</b>				

**City of Placentia**  
**Successor Agency-Warrant Register**  
**For 3/6/2012**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
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Grand Total: 220.99

<u>Warrant Totals by ID</u>	
AP	49.26
EP	171.73
IP	0.00
OP	0.00

<u>Warrant Totals by Fund</u>	
410-RDA Capital Projects	220.99

Void Total: 0.00  
Warrant Total: 220.99

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

Warrant Total: 220.99

**1.d.**  
**March 6, 2012**

**City of Placentia**  
**Successor Agency-Warrant Register**  
**For 02/28/2012**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
EP	ICMA RETIREMENT TRUST V000496	P/E 2/18/12 PD DATE 2/24/12	0035-2170 Deferred Comp Payable - ICMA	PY12004	171.73	2995/1201004		00003253	02/23/2012
			<b>Vendor Total:</b>		<b>171.73</b>				
			<b>Type Total:</b>		<b>171.73</b>				
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 2/4 PD 2/10	0035-2126 Employee PARS/ARS W/H	ITK0216A	24.63	28120		00075645	02/16/2012
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 2/4/ PD 2/10	0035-2131 Employer PARS/ARS Payable	ITK0216A	24.63	28120		00075645	02/16/2012
			<b>Vendor Total:</b>		<b>49.26</b>				
			<b>Type Total:</b>		<b>49.26</b>				
			<b>Warrant Total:</b>		<b>220.99</b>				



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL  
VIA: CITY ADMINISTRATOR  
FROM: ASSISTANT CITY ADMINISTRATOR  
DATE: MARCH 6, 2012  
SUBJECT: **APPROVAL OF AGREEMENT WITH ADT SECURITY SERVICES, INC., REGARDING WIRELESS CONNECTIVITY FOR CCTV TRAFFIC CAMERAS AND BRADFORD PEDESTRIAN BRIDGE CAMERAS**

FISCAL  
IMPACT: EXPENSE: \$39,336 (\$35,760 plus 10% contingency)  
OFFSETTING REVENUE: \$30,385.57 (OCTA REIMBURSEMENT AND ADT CREDIT)  
BUDGETED: \$10,000.00 (Account No. 433654-6290)

### **SUMMARY:**

On September 1, 2009, the City Council awarded a contract to ADT Security Services for the purchase and installation of a video surveillance system for the Bradford Pedestrian Bridge and Santa Fe Avenue, to include related monitoring and storage equipment at the Placentia Police Department. The camera system is operational, however, due to lack of broadband or fiber optic capacity, the City is only able to receive four (4) video feeds at current time. The City and ADT have worked together over the ensuing time to increase the capacity in order to have live monitoring of all cameras. With the start of the OC Bridges Project, the Orange County Transportation Authority has agreed to reimburse the City up to \$25,000 for the installation of additional traffic monitoring cameras as well as the necessary connectivity to the Police Department. This action will approve an agreement with ADT Security Systems to install the additional cameras and a wireless connection from downtown Placentia to the Placentia Police Department.

### **RECOMMENDATION:**

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

- 1) Approve an agreement with ADT Security Services for the purchase and installation of additional traffic surveillance cameras and wireless connectivity system in an amount not to exceed \$39,336; and,
- 2) Authorize the City Administrator to execute an agreement, in a form acceptable to the City Attorney, with ADT Security Services and to sign all applicable documentation related to the purchase and installation of video surveillance, monitoring and storage equipment.

### **DISCUSSION:**

After the completion of the Bradford Pedestrian Bridge in May 2009, it became readily apparent that the site required immediate security measures to prevent vandalism as well as provide for a safer environment for users of the bridge and elevators. Accordingly, funds were programmed into the Fiscal Year 2009/10 Capital Improvement Program for a video surveillance system (VSS) for the bridge.

**1.e.**  
**March 6, 2012**

At that time, City Staff reviewed security systems and had discussions with the Orange County Transportation Authority (OCTA) given that the pedestrian bridge is to be the commuter connector for the forthcoming Metrolink platforms. In doing so, Staff found that the City of Irvine issued a notice inviting bids and subsequently awarded a bid award to ADT Security Services on November 10, 2008 for the video surveillance system (VSS) at the Irvine Station. Representatives from the Placentia Police Department attended a security briefing at the Irvine Station to view the installed VSS and related equipment at the Irvine Police Department. To address the security issues related to the Bradford Pedestrian Bridge, ADT Security Services was contacted based on their participation in putting together plans and specifications for the future Placentia Metrolink Station. In early 2009, ADT representatives visited with City Staff at the bridge site and the Police Department to identify potential VSS systems, related equipment needs, and communication ability from the bridge to the Police Department for monitoring and storage needs. After several site visits, review of existing conduit runs through City streets, examination of equipment at the Police Department, camera location needs and line of site ability from the bridge to the Police Department, ADT developed a recommendation to best fit the City's immediate needs (in 2009) while retaining the ability to expand the system to address the future requirements of the Placentia Metrolink Station. It was important to develop a system which would fit seamlessly with the future station requirements and preserve the investment made by the City.

Over the last year, City Staff and ADT have reviewed different scenarios in which to increase the connectivity with the downtown area and pedestrian bridge cameras. A wireless connectivity, or "wireless bridge" system, was determined to be the most cost effective solution over fiber optic which is cost prohibitive. Additionally, as a demonstration to overcome customer obstacles, ADT worked with its vendors to secure donated equipment to reduce the overall costs of the wireless bridge system. In mid-2011 the City and ADT were ready to bring forth a solution, however, at the same time the City began exploring options for a new phone system that would utilize existing and new fiber optic lines. Since fiber optic is the preferred and best option (although the most expensive if constructed solely for this application) the effort was delayed to determine if laying a fiber optic path from downtown to City Hall was viable. Unfortunately, it was not. During this delay, however, the City was able to successfully work with OCTA on gaining reimbursement for traffic cameras based on the Kraemer Boulevard and Placentia Avenue grade separation projects.

At this time, City Staff and ADT are able to bring forward a the wireless bridge system project for consideration by the City Council. The proposed project will add two new traffic monitoring cameras at locations in downtown Placentia, upgrade the elevator cameras, install wireless routers on City traffic standards strategically placed between the Bradford Pedestrian Bridge and City Hall and make improvements to the Police Department's camera monitoring system. The project includes third party labor costs for conduit and wireless equipment installation.

The proposed system greatly improves the Placentia Police Department's ability to monitor real time traffic conditions in and around the downtown area due to Melrose Avenue being the only north-south access road between Placentia Avenue and Kraemer Boulevard. Additionally, the wireless bridge system increases the technological capacity of the present system so that all of the Bradford Pedestrian Bridge cameras can now be monitored within the Police Watch Commander's Office and Police Dispatch Center. The wireless bridge system provides for future capacity if additional traffic monitoring cameras are required based on ongoing traffic impacts related to the OC Bridges project.

### **Award of Contract**

ADT Security Services is recommended to be awarded the contract in line with Placentia Municipal Code (PMC) §3.08.070. Subsections (3) and (4) are both applicable in this case, though only one subsection

need be valid to allow the awarding of a contract without a current bid process. First, the price quote from ADT Security Services is below the federal Government Services Administration's cooperative purchasing program federal supply schedule. PMC 3.08.070 (3) states that bidding may be dispensed "when participating in an established governmental "cooperative purchasing program." ADT Security Services is approved on the GSA federal supply schedule.

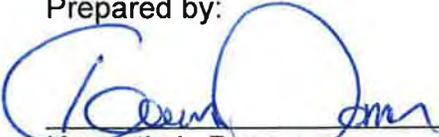
Second, ADT Security Services was awarded a contract through a City of Irvine competitive bid process on November 10, 2008 for the video surveillance system at the Irvine Metrolink Station. ADT's bid and successful installation of a video surveillance system approved by OCTA was a deciding factor to request their review of the Bradford Pedestrian Bridge and equipment at the Police Department. The award of contract on September 1, 2009 was based on PMC §3.08.070 (4) which states bidding may be dispensed "when purchasing from a supplier who has been awarded a contract resulting from a formal competitive bid process by another governmental agency within the state or by the federal government." The current contract is considered an extension of the previously awarded contract and will complete the backbone of the wireless system; Bradford Pedestrian Bridge and Santa Fe Street surveillance cameras and traffic monitoring cameras. While additional cameras may be implemented as warranted, it is not envisioned that any new request for proposal for services will be required until the construction of the Metrolink Platforms are near completion.

**FISCAL IMPACT:**

The submitted cost of equipment and services from ADT is \$35,760. Staff is requesting a 10% contingency for unknown labor items related to conduit and electrical within the Police Department Dispatch Center and Watch Commander's Office for a total of \$39,336. Through a cooperative agreement, OCTA will reimburse the City \$25,000 of this cost. In working with ADT, the City was able to secure donated and inkind equipment for a credit of at least \$5,300 and potentially up to \$10,000. As such, the cost to the City is in the \$5,000 to no more than \$9,000, depending on the full amount of the credit and in-kind equipment donations through ADT.

On-going maintenance of the system is estimated at \$4,500 and that amount will be budgeted for accordingly on an annual basis beginning in Fiscal Year 2012-13.

Prepared by:

  
\_\_\_\_\_  
Kenneth A. Domer  
Assistant City Administrator,  
Development Services

Reviewed and approved by:

  
\_\_\_\_\_  
Troy L. Butzlaff, ICMA-CM  
City Administrator

**Attachments:**

- Draft Professional Services Agreement
- Exhibit A - Location Map
- Exhibit B – Subcontractor Scope of Work
- Exhibit C – Equipment List

## AGREEMENT

### PLACENTIA VIDEO SURVEILLANCE SYSTEM ENHANCEMENT AND CONNECTIVITY PROJECT

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between the CITY OF PLACENTIA, hereinafter referred to as "City" and - ADT SECURITY SERVICES, INC., a Delaware Corporation, hereinafter referred to as "Contractor". City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties".

#### WITNESSETH:

That for and in consideration of the promises and agreements hereinafter made and exchanged, City and Contractor agree as follows:

##### 1. General Conditions

Contractor certifies and agrees that all the terms, conditions, and obligations of the Agreement Documents as hereinafter defined, the location of the job site, and the conditions under which the work is to be performed have been thoroughly reviewed, and enters into this Agreement based upon Contractor's investigation of all such matters and is in no way relying upon City's opinions or representations. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by City, it shall immediately inform City of this and shall not proceed with further work under this Agreement until written instructions are received from the City.

The Parties agree that this Agreement represents the entire agreement between the Parties. The Agreement Documents are defined as and include the Contract Documents, the Contractor's Proposal to include equipment and costs, the General Provisions, the Special Provisions, any of the other Contract Documents and all addenda issued by City with respect to the foregoing. The Parties agree that the Agreement Documents are each incorporated into this Agreement by reference, with the same force and effect as if the same were set forth at length herein, and that Contractor and its subcontractors, if any, will be and are bound by any and all of the Agreement Documents insofar as they relate in any part or in any way, directly or indirectly, to the work covered by this Agreement.

"Project" as used herein defines the entire scope of the work covered by all the Agreement Documents. In case of discrepancy in the Agreement Documents, the matter shall be immediately submitted to the City's Public Works Director, without whose decision Contractor shall not adjust the discrepancy save only at Contractor's own risk and expense. The decision of the Public Works Director shall be final.

##### 2. Materials and Labor

Contractor shall furnish, under the conditions expressed in the Agreement Documents, at Contractor's own expense, all labor and materials necessary, except such as are mentioned in the Specifications to be furnished by City, to construct and complete the Project, in good workmanlike and substantial order. If Contractor fails to pay for labor or materials when due, City may settle such claims by making demand upon the surety to this Agreement. In the event of the failure or refusal of the surety to satisfy said claims, City may settle them directly and deduct the amount of payments from the Agreement price and any amounts due to Contractor. In the event City receives a stop notice from any laborer or material supplier alleging non-payment by Contractor, City shall be entitled to deduct all of its costs and expenses incurred relating thereto, including but not limited to administrative and legal fees. Nothing in this Agreement shall be deemed to limit the legal and/or equitable remedies available to City.

### 3. Project

The Project is described as:

#### **The Placentia Video Surveillance System Enhancement and Connectivity Project.**

The project includes the installation of two (2) PTZ traffic monitoring cameras for the intersections of Santa Fe/Melrose and Santa Fe/Bradford. Replace two (2) cameras in the north and south elevators, install a wireless solution - Verint Point-To-Point transmitter/receiver package with repeaters to transmit from the North Bridge tower down Bradford to Chapman and down Chapman to Kraemer and then to the roof of City Hall. The wireless system is being installed to provide a pathway for all of the camera video signals that are installed at intersections, the Pedestrian Bridge and in the elevators with wireless accessories on Santa Fe Avenue, including all necessary cabling, equipment and sixty foot lift rental. Additionally, contractor is to install new DVTEL VMS software on client provided work station at the City Hall location.

### 4. Plans and Specifications

The work to be done is agreed upon through the Contractor's Proposal and shall be installed according to manufacturer's specifications for said equipment.

The manufacturer Drawings and Specifications for equipment to be installed and any revisions and amendments of addenda thereto are incorporated herein as part of this Agreement and referred to by reference.

### 5. Time of Commencement and Completion

Contractor agrees to commence the Project on the date set forth in the "Notice to Proceed" sent by City and shall diligently prosecute the work to completion within FORTY-FIVE (45) working days from the date of the "Notice to Proceed" issued by City excluding delays caused or authorized by City as set forth in sections 8, 9, and 10 hereof. The time for completion includes eight (8) calendar days determined by City

likely to be inclement weather when Contractor will be unable to work.

\_\_\_\_\_  
Contractor Initials

\_\_\_\_\_  
City Initials

## 6. Legal Relationship between the Parties

A. The legal relationship between the Parties hereto is that of an independent contractor, and nothing herein shall be deemed to make Contractor a City employee. During the performance of this Agreement, Contractor and its officers, employees, agents, and subcontractors shall act in an independent capacity and shall not act as City officers, employees, or agents. The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, agents, or subcontractors shall have control over the conduct of Contractor or any of its officers, employees, or agents, except as set forth in this Agreement. Contractor, its officers, employees, agents, or subcontractors shall not maintain an office or any other type of fixed business location at City's offices.

B. Contractor shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

C. No City benefits shall be available to Contractor, its officers, employees, agents, or subcontractors in connection with any performance under this Agreement. Except for fees paid to Contractor as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Contractor for the performance of Services under this Agreement. City shall not be liable for compensation to Contractor, its officers, employees, agents, or subcontractors for injury or sickness arising out of performing Services hereunder.

## 7. Time is of the Essence

Time is of the essence of this Agreement. As required by the Agreement Documents, Contractor shall prepare and obtain approval of all shop drawings, details and samples, and do all other things necessary and incidental to the prosecution of Contractor's work in conformance with an approved construction progress schedule. Contractor shall coordinate the work covered by this Agreement with that of all other contractors, subcontractors and City, in a manner that will facilitate the efficient completion of the entire work in accordance with Section 5 herein. City shall have complete control of the premises on which the work is to be performed and shall have the right to decide the time or order in which the various portions of the work shall be installed or the priority of the work of other subcontractors, and, in general, all matters representing the timely and orderly conduct of the work of Contractor on the premises, provided however, that work is performed during Contractors normal business hours of 8 am to 4:30 pm Monday through Friday, except holidays.

## 8. Excusable Delays

Contractor shall be excused for any delay in the prosecution or completion of the Project or interruption of service caused by acts of God; inclement weather which exceeds the number of calendar days estimated by City and set forth in Section 5 hereof; damages caused by fire or other casualty for which Contractor is not responsible; any act, neglect, or default of City; failure of City to make timely payments to Contractor; late delivery of materials required by this Agreement to be furnished by City; combined action of the workers in no way caused by or resulting from default or collusion on the part of Contractor; a lockout by City; or any other delays reasonably unforeseen by Contractor and beyond Contractor's reasonable control. Contractor shall not be liable for such delays or for the consequences there from.

City shall extend the time fixed in Section 5 for completion of the project by the number of days Contractor has thus been delayed, provided that Contractor presents a written request to City for such time extension within fifteen (15) days of the commencement of such delay and City finds that the delay is justified. City's decision will be conclusive on the Parties to this Agreement. Failure to file such request within the time allowed shall be deemed a waiver of the claim by Contractor.

No claims by Contractor for additional compensation or damages for delays will be allowed unless Contractor satisfies City that such delays were unavoidable and not the result of any action or inaction of Contractor and that Contractor took all available measures to mitigate such damages.

## 9. Extra Work

The Agreement price as set forth in Section 13, includes compensation for all work performed by Contractor, unless Contractor obtains a written change order signed by City's designated representative specifying the exact nature of the extra work and the amount of extra compensation to be paid as more particularly set forth in Section 10 hereof.

City shall extend the time fixed in Section 5 for completion of the project by the number of days reasonably required for Contractor to perform the extra work, as determined by City's City Engineer. The decision of the City Engineer shall be final.

## 10. Changes in Project

- A. City may at any time, without any notice to any surety, by written order designated or indicated to be a change order, make any change in the work within the general scope of this Agreement, including but not limited to changes:
1. In the Drawings and Specifications;
  2. In the time, or in the method or manner of performance of the work;
  3. In City-furnished facilities, equipment, materials, services, or site; or

4. Directing acceleration in the performance of the work.
- B. A change order shall also be any other written order (including direction, instruction, interpretation, or determination) from City which causes any change, provided Contractor gives City written notice stating the date, circumstances, and source of the order and that Contractor regards the order as a change order.
- C. Except as provided in this section, no order, statement, or conduct of City or its representatives shall be treated as a change under this section or entitle Contractor to an equitable adjustment.
- D. If any change under this section causes an increase or decrease in Contractor's actual direct cost or the time required to perform any part of the work under this Agreement, whether or not changed by any order, City shall make an equitable adjustment and modify this Agreement in writing. Except for claims based on defective specifications, no claim for any change under paragraph (B) above shall be allowed for any costs incurred more than 20 days before Contractor gives written notice as required in paragraph (B). In the case of defective specifications for which City is responsible, the equitable adjustment shall include any increased direct cost Contractor reasonably incurs in attempting to comply with those defective specifications.
- E. If Contractor intends to assert a claim for an equitable adjustment under this section, it must, within 15 days after receipt of a written change order under paragraph (A) or the furnishing of a written notice under paragraph (B), submit a written statement to City setting forth the general nature and monetary extent of such claim. City may extend the 15-day period. Any such extension shall be valid only if in writing. Contractor may include the statement of claim in the notice under paragraph (B) of this section.
- F. No claim by Contractor for an equitable adjustment shall be allowed if made after final payment under this Agreement.
- G. Contractor hereby agrees to make any and all changes, furnish the materials, and perform the work that City may require without nullifying this Agreement. Contractor shall adhere strictly to the manufacturer Drawings and Specifications unless a change therefrom is authorized in writing by City. Under no condition shall Contractor make any changes to the project, either in additions or deductions, without the written order of City, and City shall not pay for any extra charges made by Contractor that have not been agreed upon in advance in writing by City. Contractor shall submit immediately to City written copies of its firm's cost or credit proposal for any change in the work. Disputed work shall be performed as ordered in writing by City and the proper cost or credit breakdowns therefrom shall be submitted without delay by Contractor to City.

#### 11. Ownership of Documents

The documents and study materials for this project shall become the property of City upon the termination or completion of the work. Contractor agrees to furnish to City copies of all memoranda, correspondence, computation, and study materials in its files pertaining to the work described in this Agreement, which is requested in writing by City.

#### 12. Liquidated Damages for Delay

The Parties agree that if the total work called for under this Agreement, in all parts and requirements, is not completed within the time specified in Section 5 plus the allowance made for delays or extensions authorized under Sections 8, 9, and 10, City will sustain damage, which would be extremely difficult and impracticable to ascertain. The Parties therefore agree that Contractor shall pay to City the sum of Four Hundred Dollars (\$400.00) per day, as liquidated damages, and not as a penalty, for each and every calendar day during which completion of the project is so delayed. The Parties agree that if the interim completion requirements are not reached within the time specified in the Drawings and Specifications, plus the allowances made for delays and extensions under the terms of this Agreement, Contractor shall pay City the sum of Four Hundred Dollars (\$400.00) per day, as liquidated damages, and not as a penalty for each day of delay in reaching the interim completion date(s). Contractor agrees to pay such liquidated damages and further agrees that City may offset the amount of liquidated damages from any monies due or that may become due Contractor under this Agreement.

#### 13. Agreement Price and Method of Payment

City agrees to pay and Contractor agrees to accept as full consideration for the faithful performance of this Agreement, subject to any subsequent additions or deductions as provided in approved change orders, the sum of \$35,759.73 as itemized in Contractor's Proposal attached as Exhibit "A" hereto.

Within thirty (30) days from the commencement of work and the date of Contractor's invoice, there shall be paid to Contractor a sum equal to ninety percent (90%) of the value of the actual work completed plus a like percentage of the value of material suitably stored at the worksite or approved storage yards subject to or under the control of City, since the commencement of the work as determined by City.

Thereafter, Contractor may submit monthly statements requesting payment based upon the value of the work completed and materials used. The monthly statements must include hours of work completed and dollar amount of materials purchased during the period covered by the statement, as may be required by City. Upon approval of such payment request by City, payment shall be made to Contractor for ninety percent (90%) of the work completed and materials used. City shall retain ten percent (10%) of the amount of each such progress estimate and material cost until the Final Payment.

Payments shall be made on demands drawn in the manner required by law,

accompanied by a certificate signed by the City's Public Works Director, stating that the work for which payment is demanded has been performed in accordance with the terms of this Agreement and that the amount stated in the certificate is due under the terms of this Agreement. Partial payments on the Agreement price shall not be considered as an acceptance of any part of the work.

The City may withhold all or part of any progress payments to such extent as may be necessary to protect the City from losses on account of:

- A. Defective work not remedied;
- B. Claims filed or reasonable evidence indicating probable filing of claims;
- C. Failure of the Contractor to make payments properly to subcontractors for material or labor;
- D. A reasonable doubt that the contract can be completed for the balance then paid;
- E. Damage to another Contractor; and/or
- F. Default of the Contractor in the performance of the terms and/or conditions of the Contract.

Any subcontractor, material supplier, or workman, or anyone else having any claim against the Contractor for or on account of work done or material furnished for the performance of the work provided for hereunder, may give notice of said claim and of the amount thereof to the City, who may, but shall not be obliged to, thereupon withhold any and all payments due or to become due thereafter to the Contractor until said claims are adjusted and paid. The provisions of this article shall not lessen or diminish, but shall be in addition to, the right or duty of the City to withhold any payments under the provisions of the laws of the State of California requiring the withholding of sums due to the Contractor.

#### 15. Completion

Within ten (10) days after the Agreement completion date of the project and upon payment in full, Contractor shall file with the City's City Engineer its lien waiver stating that all workers and persons employed, all firms supplying materials, and all subcontractors upon the project have been paid in full, and that there are no claims outstanding against the project for either labor or material, except those certain items, if any, to be set forth in an affidavit covering disputed claims, or items in connection with Stop Notices which have been filed under the provisions of the statutes of the State of California. City may require affidavits or certificates of payment and/or releases from any subcontractor, laborer, or material supplier.

Upon receipt of Contractor's lien waiver, City shall prepare a Final Closeout agreement setting forth the particular details of the completed project, including but not limited to, description and amount of all change orders, the final amounts of the Agreement, as amended, and the identification of any unresolved claims or disputes.

Upon receipt of a duly executed Final Closeout agreement, City's City Engineer shall submit the project and the agreements to the City Council for acceptance of the job as complete, and approval of the Final Closeout agreement.

16. Contractor's Employees Compensation

A. General Prevailing Rate:

City has ascertained from the State of California Director of Industrial Relations, the general prevailing rate of per diem wages and the general prevailing rate for legal holiday and overtime work in the locality in which the work is to be performed for each craft or type of work needed to execute this Agreement, and copies of the same are on file in the City Public Works Director's office. Contractor agrees that no less than these prevailing rates shall be paid to workers employed on this public works contract as required by California Labor Code section 1774. If both Federal and State wage rates are otherwise applicable, then the higher of the two shall prevail.

B. Forfeiture for Violation:

Contractor shall, as a penalty to City, forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid (either by Contractor or any subcontractor under it) less than the prevailing rate of per diem wages as set by the Director of Industrial Relations, in accordance with California Labor Code sections 1770 through 1780 for the work provided for in this Agreement, all in accordance with California Labor Code section 1775.

C. Apprentices:

California Labor Code sections 1777.5, 1777.6, and 1777.7, regarding the employment of apprentices are applicable to this Agreement and Contractor shall comply therewith if the prime contract involves thirty thousand dollars (\$30,000.00) or more, twenty (20) working days or more, or if contracts of specialty contractors not bidding for work through the general or prime contractor are two thousand dollars (\$2,000.00) or more or five (5) working days or more.

D. Workday:

In the performance of this Agreement, not more than eight (8) hours shall constitute a day's work, and Contractor shall not require more than eight (8) hours of labor in a day from any person employed by him hereunder except as provided in paragraph (B) above. Contractor shall conform to California Labor Code section 1810 et seq., and shall forfeit to City as a penalty, the sum of twenty-five dollars (\$25.00) for each worker employed in the execution of work pursuant to this Agreement by Contractor or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one week in violation of such provision. Contractor shall keep an

accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by Contractor in connection with this Project.

E. Record of Wages; Inspection:

Contractor agrees to maintain accurate payroll records showing the name, address, social security number, work classification, straight-time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by it in connection with the Project and agrees to require that each of its subcontractors does the same. All payroll records shall be certified as accurate by the applicable Contractor or subcontractor or its agent having authority over such matters. Contractor further agrees that its payroll records and those of its subcontractors shall be available to the employee or employee's representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards and shall comply with California Labor Code section 1776 et seq.

17. Surety Bonds

Contractor shall, before entering upon the performance of this Agreement furnish bonds approved by City's Attorney; one in the amount of One Hundred Percent (100%) percent of the contract price bid to guarantee the faithful performance of the work, and the other in the amount of One Hundred Percent (100%) of the contract price to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are supplied to and approved by City. Bonds must be issued by a surety authorized by the State Insurance Commissioner to do business in California. The labor and material bond shall be maintained by Contractor in full force and effect until the work has been completed and accepted by City and all claims for labor and material have been paid. The performance bond shall remain in full force and effect through the installation period. All bonds required to be submitted relating to this Agreement must comply with California Code of Civil Procedure section 995.630. To the extent possible, all warranties shall be passed through to the City upon installation. Each bond shall be executed in the name of the surety insurer, under penalty of perjury, or the fact of execution of each bond shall be duly acknowledged before an officer authorized to take and certify acknowledgements, and either one of the following conditions shall be satisfied:

- A. A copy of the transcript or record of the unrevoked appointment, power of attorney, by-laws, or other instrument, duly certified by the proper authority and attested by the seal of the insurer entitling or authorizing the person who executed the bond to do so for and on behalf of the insurer, is on file in the Office of the County Clerk of the County of Orange; or
- B. A copy of a valid power of attorney is attached to the bond.

## 18. Insurance

- A. Contractor is aware of the provisions of California Labor Code section 3700 that requires every employer to be insured against liability for workers' compensation or undertake self-insurance in accordance with the provisions of that Code and will comply with such provisions before commencing the performance of the work of this Agreement.
- B. Contractor and all subcontractors shall carry workers' compensation insurance for the protection of their respective employees during the progress of the work.
- C. Contractor agrees that it shall, at all times during the term of this Agreement, carry on all operations hereunder, comprehensive or commercial general liability insurance, including bodily injury, death, and property damage, and automotive operations. All insurance coverage of the above-required types, shall be in amounts specified by City in the Insurance Requirements, set forth in Subparagraph E below, and shall be evidenced by the issuance of a certificate and shall be underwritten by insurance companies satisfactory to City for all operations, subcontract work, contractual obligations, product or completed operations, all owned vehicles and non-owned vehicles. All insurance coverage obtained by Contractor, excepting workers' compensation coverage, shall name City, its City Council Members, Officers, Agents, Employees, for this Agreement, as determined by City, as additional insured by endorsement to the policies, provided however, such additional insured status shall be strictly limited to the extent of ADT's negligence while on the City's premises performing installation work.
- D. Before Contractor performs any work at, or prepares or delivers materials to, the site of construction, Contractor shall furnish certificates of insurance evidencing the foregoing insurance coverages and such certificates shall provide the name and policy number of each carrier and policy and that the insurance is in force and will not be canceled without thirty (30) days' written notice to City.
- E. Contractor shall maintain all of the foregoing insurance coverages in force until the work under this Agreement is fully completed. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of City by Contractor under Section 19 of this Agreement. Notwithstanding nor diminishing the obligations of Contractor with respect to the foregoing, Contractor shall subscribe for and maintain in full force and effect during the life of this Agreement, the following insurance in amounts not less than the amounts specified and issued by a company admitted in California and having an A.M. Best's Guide Rating of "A-" Class VII or better. City recognizes that State Compensation Insurance Fund has withdrawn from participation in the A.M. Best's Rating Guide process. Nevertheless, City will accept State Compensation Insurance Fund for the required policy of worker's compensation insurance, subject to City's option, at any time during the term of this Contract, to require a

change in insurer upon twenty (20) days written notice. Further, City will require Contractor to substitute any insurer whose rating drops below the levels herein specified. The substitution shall occur within twenty (20) days of written notice to Contractor, by City or its agent.

Contractor shall maintain the following insurance:

1. Workers' Compensation, in accordance with the Workers' Compensation Act of the State of California in at least the minimum amounts required by law.
2. Public Liability in the form of either Comprehensive General Liability or Commercial General Liability written on a per occurrence basis in the amount of either: \$1,000,000 Combined Single Limit, per occurrence for bodily injury, death, and property damage; or \$1,000,000 per occurrence with \$1,000,000 aggregate for bodily injury, death, and property damage; or \$1,000,000 aggregate, separate for this project for bodily injury, death and property damage
3. Automobile Liability, including non-owned and hired vehicles in the amount of \$1,000,000 combined single limit per occurrence.

City or its representatives shall at all times have the right to inspect and receive the original or a certified copy of all said policies of insurance, including certificates and endorsements. Contractor shall pay the premiums on the insurance hereinabove required.

## 19. Indemnity

### 1. Indemnity.

(a) Contractor shall defend, indemnify and hold City, its corporate affiliates, and their respective officers, directors, agents and employees harmless from damage, liability and expense resulting from the negligent acts or willful misconduct of Contractor's agents and employees committed while performing Services on City's premises, to the extent that they are the direct cause of the loss, damage or injury to third parties or City's property (e.g. equipment dislodging and striking a third party due to improper installation), as opposed to being caused by an occurrence or the consequences therefrom that the Equipment or Services were intended to deter, detect or avert.

(b) To the extent permitted by law, City shall defend, indemnify and hold Contractor, its corporate affiliates, and their respective officers, directors, agents and employees, harmless from damage, liability and expense to the extent that any such loss is not directly caused by the negligent acts or willful misconduct of Contractor's agents and/or employees, or arises out of any claim related to invasion of privacy, infliction of emotional distress, harassment, violation of eavesdropping/wiretapping laws or similar claims arising out of City's use of the Equipment and/or Services.

### 2. Limitations on Liability.

(a) IN NO EVENT WILL EITHER CITY OR CONTRACTOR BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES OF ANY KIND OR NATURE (INCLUDING BUT NOT LIMITED TO INJURY OR DAMAGE TO BUSINESS, PERSON OR PROPERTY) ARISING OUT OF ANY PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF WHETHER ENTITLEMENT TO SUCH DAMAGES IS BASED ON TORT, WARRANTY, CONTRACT OR ANY OTHER LEGAL THEORY, OF SUCH DAMAGES.

(b) If City uses the Equipment and/or Services to aid in monitoring or controlling the location or activities of persons on or about its property and premises, City acknowledges that the Equipment and/or Services are not intended to be the sole means for doing so. Contractor's Equipment and Services do not cause and cannot eliminate occurrences of the events they are intended to deter, detect, avert or record. Contractor is not an insurer of the safety or security of any person, entity or property, or against the risks attendant to a person's presence in, or ingress to or egress from any building, property or area that may be monitored by the Equipment and/or Services. The amounts Contractor charges City are not insurance premiums. Such charges are based upon the value of the Equipment and Services Contractor provides and are unrelated to any such risk of loss. Contractor does not undertake and assumes no liability for such risk by providing the Equipment and/or Services. If Contractor is nevertheless found liable under any legal theory for loss, damage or injury caused directly or indirectly by occurrences or the consequences there from which the Equipment and/or Services are intended to deter, detect, avert or record, Contractor's liability shall be limited to the sums paid by City for the Equipment or Services at issue as City's sole remedy. Contractor is not responsible for the preservation of any computer programs or data and City is responsible for maintaining adequate back-ups.

Additional Services. Only Video and/or Access Equipment and Services shall be provided by Contractor under the terms and conditions of this Agreement. The Equipment and Services provided by Contractor under this Agreement will not include: (a) burglar and/or fire detection or alarm equipment or monitoring, maintenance, inspection or other services; (b) security guard services; or (c) professional architectural, engineering, or Design Professional services. If any other Equipment or Services are requested by or provided to City, then such Equipment and Services shall be provided under a separate ADT Commercial Sales Agreement executed by City and Contractor.

## 20. Termination

- A. City may terminate this Agreement for its convenience at any time, in whole or in part, without cause, by giving Contractor written notice thereof.
- B. City may terminate this Agreement for Contractor's default if a federal or state proceeding for the relief of debtors is undertaken by or against Contractor, or if Contractor makes an assignment for the benefit of creditors, or if Contractor

breaches any term(s) or violates any provision(s) of this Agreement and does not cure such breach or violation within ten (10) calendar days after written notice thereof by City. Contractor shall be liable for any and all reasonable costs incurred by City as a result of such default including, but limited to, procurement costs of the same or similar services defaulted by Contractor under this Agreement.

- C. If City terminates this Agreement, an equitable adjustment in the price provided for in this Agreement shall be made, but (1) no amount shall be allowed for unperformed services or work, or for anticipated profit on unperformed services or other work, and (2) any payment due to Contractor at the time of termination may be adjusted to cover any additional costs to City because of Contractor's default. The equitable adjustment shall include a reasonable profit for services or other work performed, but no adjustment will be allowed for anticipated profits. The equitable adjustment for any termination shall provide for payment to Contractor for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by Contractor relating to commitments which had become firm prior to the termination. Thereafter Contractor shall have no further claims against City under this Agreement.
- D. Upon receipt of a termination notice, Contractor shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by Contractor in performing this Agreement whether completed or in process.
- E. Upon termination, City may take over the work and may award another party an agreement to complete the work under this Agreement.

## 21. Waiver

Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions hereof.

## 22. Notices

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, delivered or sent by electronic transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the



attachments or other devices not furnished by Contractor. City will be charged on a time and materials basis at Contractor's then applicable rates for labor and materials for Services not covered by this Warranty. Contractor makes no guarantee or warranty that the Equipment or Services will avert or prevent occurrences, or the consequences therefrom, which the Equipment is intended to deter, detect, avert or record.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CITY'S EXCLUSIVE REMEDY WITH RESPECT TO LOSSES OR DAMAGES RESULTING FROM A FAILURE OF THE EQUIPMENT TO PERFORM AS WARRANTED IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE.

To the extent possible, all warranties attributable to equipment and/or software shall pass through to City.

#### 25. Assignments

No assignment by either Party of this Agreement or any part hereof, or of funds to be received hereunder, will be recognized by either Party unless such assignment has had prior written approval and consent of the other Party. Contractor may subcontract any portion of the work without notice to the City.

#### 26. Successors in Interest

This Agreement shall be binding upon and ensure to the benefit of the Parties' successors and assignees.

#### 27. Compliance with Law

Contractor certifies by the execution of this Agreement that it pays employees not less than the minimum wage as defined by law, and that it does not discriminate in its employment with regard to race, color, religion, sex, or national origin; that Contractor is in compliance with all applicable federal and state laws, local directives, and executive orders regarding non-discrimination in employment; and that Contractor agrees to demonstrate positively and aggressively the principle of equal opportunity in employment.

#### 28. Jurisdiction

This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be employed in interpreting this Agreement, all Parties having been represented by

counsel in the negotiation and preparation hereof. Any litigation concerning this Agreement shall take place in the Municipal, Superior, or Federal District Court, as appropriate, with jurisdiction over the City of Placentia.

29. Dispute Resolution

City and Contractor shall comply with the provisions of California Public Contracts Code section 20104 et seq., regarding resolution of construction claims for any claims, which arise between City and Contractor.

30. Safety and Health

Contractor acknowledges the provisions of California Labor Code section 6400 et seq., which requires that employers shall furnish employment and a place of employment that is safe and healthful for all employees working therein. City shall have the authority to enter the worksite at any time for the purpose of identifying the existence of conditions, either actual or threatened that may present a danger or hazard to any and all employees. In the event City identifies the existence of any condition that presents an actual or threatened danger or hazard to any or all employees at the worksite, City is hereby authorized to order the immediate abatement of that actual or threatened condition pursuant to this section at City's cost. City may also, at its sole authority and discretion, issue an immediate stop work order to Contractor to ensure that no employee working at the worksite is exposed to a dangerous or hazardous condition. Any stop work order issued by City to Contractor in accordance with the provisions of this section, shall not give rise to any claim or cause of action for delay damages by Contractor or Contractor's agents or subcontractors against City. City represents and warrants that any site at which the Equipment is to be installed is free of asbestos and any other hazardous or toxic substances. If any such substance exists at any site, Contractor will not be required to install or service the Equipment at such site and Contractor may arrange, at City's expense, for the Equipment to be installed and serviced by persons qualified to handle such substances.

31. Agreement Execution Authorization

Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Agreement and that such execution is binding upon the entity for which he or she is executing this document.

32. Entire Agreement

This Agreement constitutes the entire understanding and agreement of the Parties hereto and supersedes all previous negotiations, discussions, and agreements between the Parties with respect to the subject matter hereof. No parol evidence shall be permitted to contradict or vary the terms of this Agreement.

33. Severability

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be invalid under the applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement.

34. Conflicts

To the extent that there is any conflict between the provisions of this Agreement the Contractor's Proposal and/or any of the other Agreement Documents, the terms and conditions of this Agreement shall control.

35. Video Equipment

- A. Equipment Requirements. City will provide: (i) adequate illumination under all operational conditions for the proper operation of any video camera(s) and (ii) the appropriate space for monitors and any recorders.
- B. Audio Monitoring/Recording. Certain laws may limit or prohibit the use of video with audio. If City elects to install video with audio on its premises, City also accepts the responsibility of knowing and fully complying with all applicable laws.

36. SAFETY Act Waiver.

Certain of ADT's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, ADT and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

[[[[[ SIGNATURES ON FOLLOWING PAGE ]]]]]

CITY OF PLACENTIA

By: \_\_\_\_\_  
Troy L. Butzlaff, City Administrator

ATTEST:

By: \_\_\_\_\_  
Patrick J. Melia, City Clerk

APPROVED AS TO FORM:

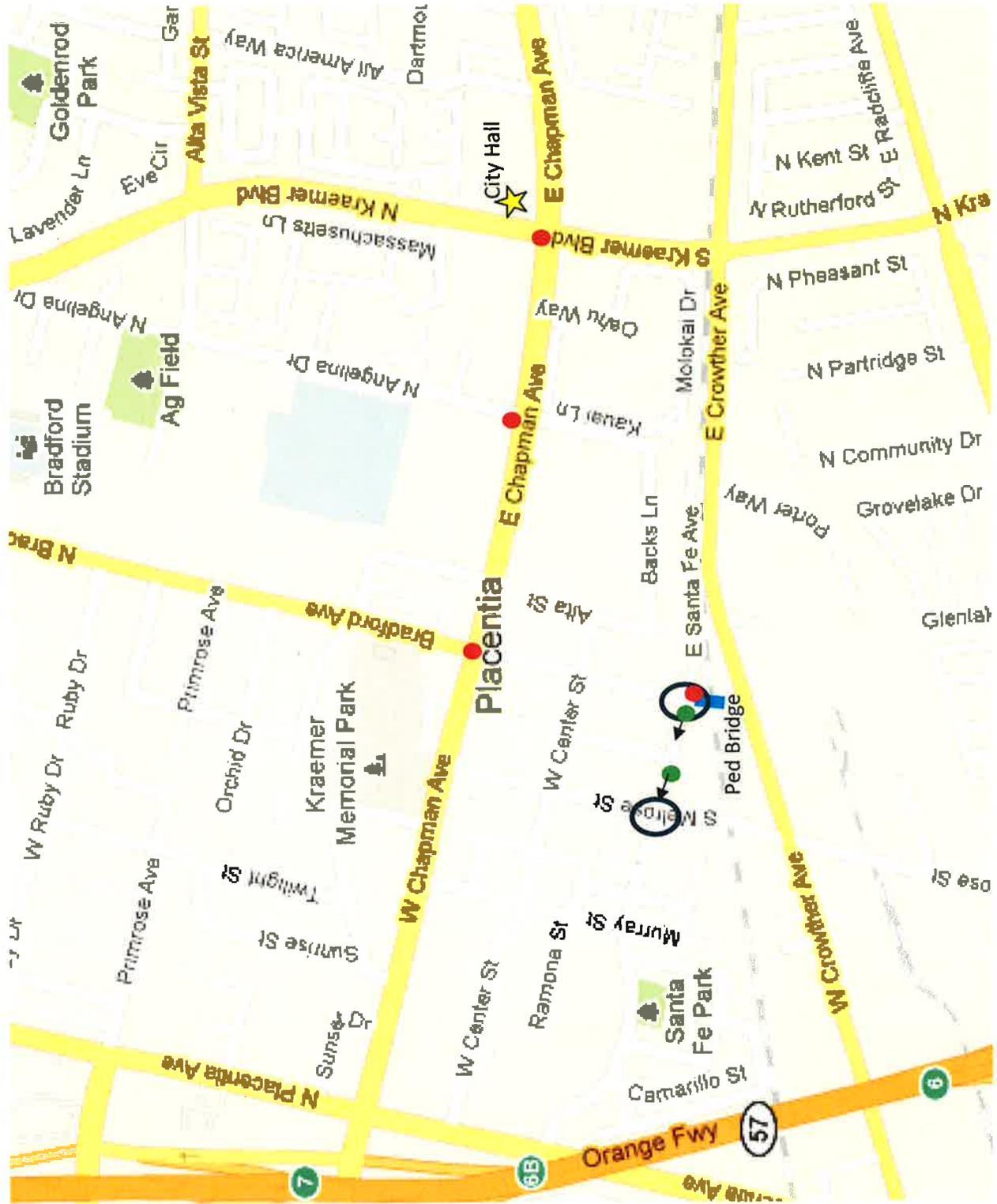
By: \_\_\_\_\_  
Andrew V. Arczynski,  
City Attorney

CONTRACTOR  
ADT Security Services, Inc.

By \_\_\_\_\_

By \_\_\_\_\_

# Planned, Requested and Potential Locations for Routers & Traffic Cameras



● Planned Wireless

○ Requested Intersection  
Cameras

Positioned to monitor intersection  
- Bradford/Santa Fe  
- Santa Fe/Melrose

● Current Cameras  
four on bridge,  
two in elevators,  
two on street with  
direction noted.)

Note: Utilize current backbone system at Pedestrian Bridge to reduce equipment costs.

## City of Placentia, CA Subcontractor Scope of Work For Wireless CCTV Project

**Revised 01/25/2012**

This “Scope of Work” is to establish the required installation of equipment provided by ADT to the Subcontractor for a Wireless CCTV system for the City of Placentia at the following locations:

### **A. Pedestrian Bridge and Santa Fe Avenue**

- 1) Remove two (2) existing fixed mount cameras on street light poles (there are two (2) existing streetlights being used). Currently each camera is connected to a Verint transmitter (S4200) and power supply (previously installed). Mount two (2) new DVTel PTZ (CP-2101-361N) cameras, connect them to the existing Verint transmitters (with new cabling – CABNET-25 provided by ADT). Replace the existing street light mounted power supplies with two (2) new WCS1-4 units.
- 2) On the Pedestrian Bridge: Mount a new Verint Ethernet Bridge unit (S4300RB) with cable (CABET-50). Run cable from the Verint Bridge Unit mounted on the Pedestrian Bridge Facade (NE) to the Elevator Control room (street level) of the Pedestrian Bridge (all cabling must be in conduit). Connect Transmit cable to network interface (switch) and new power supply in the Elevator equipment Room. Note: connections must be made outside of the Elevator control equipment and may need to be coordinated with the City’s elevator company. Confirm proper PTZ operation of cameras and video transmission to the 911 Center.
- 3) Coordinate mounting two (2) elevator cameras in each of the Pedestrian Bridge Elevator cabs (North side and South side) – with the City of Placentia’s Elevator Company. Connection to elevator travel cable is required (performed by the elevator company). Assist Elevator Company with camera alignment and adjustments. Confirm proper alignment and video transmission to 911 Center.
- 4) Installation includes mounting of all equipment and devices located at the City of Placentia Pedestrian Bridge and Streetlights as described above.
- 5) A bucket truck will be required at this location to mount the Verint Bridge transmitter unit and the street light cameras and any associated equipment.

### **B. Chapman Avenue and Bradford**

- 1) Mount a Verint Network Repeater unit (S4300RP) on Street Safety Light Pole – (one receiver and one transmitter).
- 2) NEMA 4 Enclosure for power cable splice by subcontractor. Power cable provided by subcontractor.
- 3) Mount one (1) OWL Streetlight Voltage Adapter w/ 25 ft. 16 AWG cable (FP283A-1-300-NNN) at the existing Street Light Photo Cell.
- 4) Provide all wiring connections to power supply, Network Bridge, network switch and camera as required.
- 5) Wireless Equipment and network cables provided by ADT.

- 6) Align Verint transmitters and receivers (transmitter unit towards Chapman and Angelina Dr).
- 7) Confirm video transmission from this location to the 911 Dispatch Center.
- 8) A bucket truck will be required at this location to mount the Verint Bridge equipment and Streetlight camera.

**D. Chapman Avenue and Angelina Drive**

- 1) Mount (1) Verint Repeater unit (S4300RP) one receiver and one transmitter at the corner of Chapman Avenue and Angelina Drive on a designated Safety Street Light pole.
- 2) Mount one (1) OWL Streetlight Voltage adapter unit w/25 ft. 16 AWG (FP283A-1-300-NNN) cable at the existing Streetlight Photo Cell.
- 3) NEMA-4 Enclosure for power cable splices by subcontractor. Power cable provided by subcontractor.
- 4) Equipment and Ethernet cables provided by ADT.
- 5) Confirm video transmission from this location to the 911 Dispatch Center.
- 6) A bucket truck will be required at this location to mount the Verint Repeaters.

**E. Chapman Avenue and Kraemer**

- 1) Mount one (1) Verint repeater (S4300RP) one receiver and one transmitter on a designated Safety Streetlight at the corner of Chapman Avenue and Kraemer Avenue.
- 2) Mount one (1) OWL Streetlight Voltage Adapter (FP283A-1-300-NNN) unit on the existing Safety Streetlight Photo Cell.
- 3) Equipment and Ethernet cables provided by ADT.
- 4) Confirm video transmission from this location to the 911 Dispatch Center.
- 5) A bucket truck will be required at this location to mount the Verint Repeaters

**F. City Hall Roof Area Corner of Chapman and Kraemer**

- 1) Mount one (1) Verint Receiver unit on the facade of the building (South).
- 2) Run provided cabling to the 911 Dispatch Data Room (on roof conduit required).
- 3) Connect cabling to power supply (provided) power supply will be mounted in the interior of City Hall (911 Data Room) – may have to be mounted elsewhere if beyond maximum cable distance.
- 4) Connect network portion of cabling to existing network switch.
- 5) Confirm video transmission from all connected cameras to 911 Dispatch Center.
- 6) All programming will be performed by ADT.

**City of Placentia Wireless System and Traffic CCTV System**

Manufacturer	Part No.	DESCRIPTION
<b>Pedestrian Bridge\Santa Fe Avenue</b>		
Verint	S4300-BR	Outdoor 2.4 GHz/5GHz wireless Ethernet bridge (12V DC/24V AC input) with two 82-foot (25-meter) outdoor Ethernet cables, wall-mount and pole-mount brackets and tri-band integrated antennas (8.5 dBi, 2.4 GHz and 12 dBi, 4.9GHz/5 GHz)
	Note:1	S4300-BR includes 1 transmitter and 1 receiver
DVTel	CP-2101-361N	Pan, Tilt & Zoom Outdoor IP Pro -Elite Camera 36x Optical, 12x Digital Zoom, WDR, 360 continuous pan, auto iris/focus, day/night, IR Cut Filter, CCD imager. H.264/MPEG4 2x30 FPS per stream in use, D1-NTSC, surface mount 24VAC
	Note:2	Use existing S4200 transmitters and add 2 CABNET-25 for new IP PTZ cameras
	Note:3	Verify that existing light pole power supplies can handle PTZ and wireless transmitters
Verint	CABET-25	25 meter (82 foot) outdoor Ethernet replacement cable
Verint	CABET-50	50 meter (164 foot) outdoor Ethernet replacement cable
Pelco	WCS1-4	Allows 1 fused output with a total capacity of 4Amp. 120/240 VAC input, 24/26/28 VAC output.
<b>Chapman Avenue &amp; Placentia Avenue</b>		
Verint	S4300-BR	Outdoor 2.4 GHz/5GHz wireless Ethernet bridge (12V DC/24V AC input) with two 82-foot (25-meter) outdoor Ethernet cables, wall-mount and pole-mount brackets and tri-band integrated antennas (8.5 dBi, 2.4 GHz and 12 dBi, 4.9GHz/5 GHz)
	Note:4	S4300-BR transmitter located at Placentia Ave. and Reciever at Bradford Ave.
Pelco	WCS1-4	Allows 1 fused output with a total capacity of 4Amp. 120/240 VAC input, 24/26/28 VAC output.
DVTel	CX-POLE-0	Pole Mount Adapter Bracket for use with CX-ARMX-x
FOPL	FP283A-1-300-NNN	OWL Streetlight Voltage Adapter w/ 25 ft. 16 AWG Cable
<b>Chapman Avenue &amp; Bradford Avenue</b>		
Verint	S4300-RP	Outdoor 2.4 GHz/5GHz wireless Ethernet repeater (12V DC/24V AC input) with two 6-foot (2-meter) outdoor Ethernet cables, wall-mount and pole-mount brackets and tri-band integrated antennas (8.5 dBi, 2.4 GHz and 12 dBi, 4.9GHz/5 GHz)
FOPL	FP283A-1-300-NNN	OWL Streetlight Voltage Adapter w/ 25 ft. 16 AWG Cable
Pal Security	NEMA-4	NEMA 4 enclosure for Power Cable Splice
<b>Chapman Avenue &amp; Angelina Drive</b>		
Verint	S4300-RP	Outdoor 2.4 GHz/5GHz wireless Ethernet repeater (12V DC/24V AC input) with two 6-foot (2-meter) outdoor Ethernet cables, wall-mount and pole-mount brackets and tri-band integrated antennas (8.5 dBi, 2.4 GHz and 12 dBi, 4.9GHz/5 GHz)
	Note:8	S4300RP (Kit) unit provided by Verint
FOPL	FP289A-300-ANH	Power Supply Streetlight Power Supply Adapter - Stepdown 120/24 VAC 25' 16 AWG cab
Pal Security	NEMA-4	NEMA 4 enclosure for Power Cable Splice

## Revised City of Placentia Equipment List

		<b>Chapman Avenue &amp; Kraemer</b>
Verint	S4300-RP	Outdoor 2.4 GHz/5GHz wireless Ethernet repeater (12V DC/24V AC input) with two 6-foot (2-meter) outdoor Ethernet cables, wall-mount and pole-mount brackets and tri-band integrated antennas (8.5 dBi, 2.4 GHz and 12 dBi, 4.9GHz/5 GHz)
	Note:9	S4300RP (Kit) unit provided by Verint
FOPL	FP289A-300-ANH	Power Supply Streetlight Power Supply Adapter - Stepdown 120/24 VAC 25' 16 AWG cab
Pal Security	NEMA-4	NEMA 4 enclosure for Power Cable Splice
		<b>City Hall Roof Top</b>
Verint	S4300-BR	Outdoor 2.4 GHz/5GHz wireless Ethernet bridge (12V DC/24V AC input) with two 82-foot (25-meter) outdoor Ethernet cables, wall-mount and pole-mount brackets and tri-band integrated antennas (8.5 dBi, 2.4 GHz and 12 dBi, 4.9GHz/5 GHz)
	Note:13	S4300-BR reciever unit - transmitter located at Chapman & Bradford
Verint	CABET-50	50 meter (164 foot) outdoor Ethernet replacement cable
Pal Security	NEMA-4	NEMA 4 enclosure for Power Cable Splice with Power Supply..
		<b>Subcontractor Labor</b>
Pal Security	826-S	Sub-Contractor Labor for installation of COP Wireless CCTV System



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL  
VIA: CITY ADMINISTRATOR  
FROM: ASSISTANT CITY ADMINISTRATOR  
DATE: MARCH 6, 2012  
SUBJECT: **LEASE AGREEMENT WITH LOS ANGELES SMSA LIMITED PARTNERSHIP DBA VERIZON WIRELESS FOR VERIZON WIRELESS COMMUNICATIONS FACILITY AT 201 NORTH BRADFORD AVENUE (APN 339-033-04) AKA KRAEMER MEMORIAL PARK**  
FISCAL  
IMPACT: REVENUE: \$ 28,800 FIRST YEAR WITH FOUR PERCENT (4%) INCREASE ANNUALLY

### **SUMMARY:**

On February 14, 2012 the Planning Commission approved the construction of a +/- 60'-0" high, freestanding Verizon wireless communication facility, designed as a "Monopine", located adjacent to the northwest corner of the Back's Community Building within Kraemer Memorial Park. This action will approve a lease with Los Angeles SMSA Limited Partnership dba Verizon Wireless to construct and operate a wireless communication facility.

### **RECOMMENDATION:**

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

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

### **DISCUSSION:**

The City was approached by Core Development Services, a wireless facility site location company employed by Verizon Wireless, regarding the need to locate a wireless communication facility in the area which included Kraemer Memorial Park. Prior to this time, on August 4, 2009, the City Council adopted Ordinance No. O-2009-07, amending Placentia Municipal Code § 23.82.050(a)(1) to state: "(a) No major or minor wireless communication facility shall be established; (1) Within any residentially zoned or residentially designated areas of the specific plans, except upon public property that is not residential in character, including city parkland, school district property, or other public property located in a residential zoning district and provided that such communication facility is designed so as to blend in with the existing environment; or...."

**4.a.**  
**March 6, 2012**

The Development Services Department and Planning Division Staff have taken the lead on working with wireless communication companies seeking to expand or enhance their coverage ability into the City due to its residential nature. To date, two (2) wireless facilities have been issued leases at City-owned facilities (Tuffree Hill Park and City Hall) while another two (2) wireless facilities have been approved by the Planning Commission but were put on hold due the pending, but now failed, merger between AT&T and T-Mobile (Samp Park and Koch Park).

The Development Services Department, in coordination with the Community Services Department, reviewed potential locations at Kraemer Memorial Park in order to accommodate the need for increased wireless communication facilities as well as to coordinate how such facilities could be grouped and aesthetically fit into the western portion of the City.

The proposed wireless communication facility at Kraemer Memorial Park is designed to provide telecommunication service coverage to Verizon subscribers near Valencia High School, west towards the 57 Freeway, south past Downtown Placentia, east towards Rose Boulevard and north towards Yorba Linda Boulevard. The proposed facility was purposefully designed to accommodate up to three (3) different carriers in order to limit the amount of individual wireless communication facilities which would otherwise intrude upon the residential nature of the adjacent community.

For several months, City Staff from Development Services and Community Services worked closely together on this project. There were multiple on-site visits with the applicant's team and numerous preliminary plan checks of the conceptual drawings. When the final conceptual plans were completed, they were scheduled for review by the Recreation and Parks Commission for feedback. At their regularly scheduled meeting on September 12, 2011, the Recreation and Parks Commission evaluated the final conceptual plans and Community Services reported that the Commission was in favor of the proposed facility. Benefits cited included new amenities to the park (trash enclosure, two new picnic tables, trash receptacle and landscaping), no impact to useable parkland and that the proposed monopine design will blend in well with the natural park setting. The design and construction of the Tuffree Hill Park monopine provided a benchmark for both Staff and the respective Commissions with regard to the aesthetics desired by the City for the facility.

Pursuant to Placentia Municipal Code § 23.82.050, there shall be a minimum one hundred (100) feet of horizontal distance between any residential structure and a free standing wireless communication facility. The nearest residential structure to the pole is approximately 140 feet to the north; 338 feet to the south, 480 to the east and 850 feet to the west. The City's wireless communication facility ordinance specifically requires operators to consider visual impacts when locating and constructing a major wireless communication facility; therefore, the applicant was requested to install a monopine which, by design, is intended to blend into the surrounding environment park environment. The trunk of the monopine will be designed to have the appearance, texture and color of natural bark and the leaves/needles will be shades of green to resemble a living pine tree. The proposed colors are subdued and the materials are non-reflective to blend with materials and colors in the surrounding area. There will be 2'-0" high decorative block wall constructed around the proposed pole as a raised planter. The equipment will be located within an enclosed split faced masonry block structure with a flat trellis-type roof, as specified on the submittal plans. The connecting trash enclosure will match the equipment enclosure in design and materials used.

On February 14, 2012, the Planning Commission voted unanimously to approve the application for a use permit. There were no letters, phone calls or public testimony against the approval of the application. The ten (10) day appeal period passed without any filed appeal.

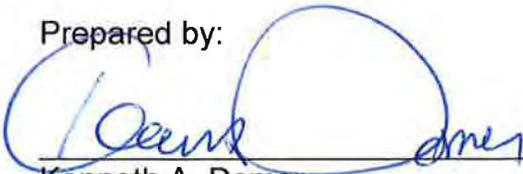
Based on recent lease negotiations with other carriers, the City worked with Verizon representatives and the City Attorney's Office on the lease agreement. The proposed lease terms include:

- Lease payments of \$2,400 per month for the Verizon Wireless equipment location.
- Physical improvements to Kraemer Park in the immediate vicinity of the structure to include two (2) new picnic tables, a new trash receptacle, new landscaping and a masonry block 3 cubic yard bin trash enclosure adjacent to the wireless equipment building near the parking area.
- Initial term of five (5) years with renewals of up to four (4) five (5) year terms.
- Lease payment escalations of four percent (4%) annually.
- Co-location opportunity for up to two more wireless facilities which will have separate ground leases with the City.
- Reimbursable expenses of the City up to \$3,000 for legal and staff work related to the lease agreement.
- Traditional safeguards to the City for liability, damage, termination, and transferring or sub-leasing of the site, etc.

**FISCAL IMPACT:**

The proposed lease is for an annual rate of \$28,800 and will generate revenue to the City of \$ 155,990 over the five year initial term (including the 4% escalator).

Prepared by:



Kenneth A. Domer  
Assistant City Administrator,  
Development Services

Reviewed and approved by:



Trey L. Butzlaff, CMA-CM  
City Administrator/Executive Director

**Attachments:**

Draft Lease Agreement  
PC Staff Report and Exhibits

## COMMUNICATIONS SITE LEASE AGREEMENT

THIS COMMUNICATIONS SITE LEASE AGREEMENT ("Lease Agreement"), dated as of the latter of the signature dates below, is made by and between Los Angeles SMSA Limited Partnership d/b/a Verizon Wireless, having a mailing address of One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404) ("Lessee"), and City of Placentia ("Lessor") (jointly, the "Parties").

### R E C I T A L S

This Lease Agreement is entered into based upon the following facts, circumstances and understandings:

A. Lessor represents and warrants that it owns certain real property legally described in Exhibit "A" attached hereto and commonly known as 201 North Bradford, Placentia, CA 92870; Assessor's Parcel Number 339-033-04 ("Lessor's Real Property"). Lessee desires to lease a portion of Lessor's Real Property (the "Premises"), as expressly described in Exhibit "B" attached hereto. Lessor represents and warrants that it has the complete right and authority to grant the rights set forth herein and that Lessor has full rights of ingress to and egress from the Premises from a public roadway.

B. Lessee desires to construct and operate a wireless communications site at the Premises.

C. Based on the foregoing facts, circumstances and understandings and on the terms and conditions set forth below, Lessor is willing to lease the Premises to Lessee for Lessee's proposed use subject to the terms and conditions of this Lease Agreement.

**WHEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the facts, circumstances and understandings set forth above (which are incorporated into the body of this Lease Agreement by this reference) and the terms and conditions set forth herein, the Parties, intending to be legally bound, hereto agree as follows:**

1. **Grant and Acceptance of Lease.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Premises for Lessee's proposed use, subject to the following terms and conditions for the Term.

2. **Permitted Uses.** The Premises may be used by Lessee for the operation of a wireless communications site. Specifically, the Premises will consist of a parcel of ground space measuring approximately twelve feet (12') by thirty-six feet (36') and containing approximately four hundred thirty-two (432) square feet ("Equipment Space") for the installation of an equipment shelter, a second parcel of ground space measuring approximately twelve feet (12') by twelve feet (12') and containing approximately one hundred forty-four (144) square feet for the installation of an antenna structure to be in the form of a monopine ("Antenna Space"), and utilities between the Equipment Space and Antenna Space and to the nearest appropriate utilities providers. Under this Lease Agreement, Lessee may install, place, use, modify, operate, upgrade, and remove on the Premises such antennas, transmitting and receiving equipment, conduits, wires, batteries, back-up generators, utility lines and facilities, supporting structures, storage facilities, telephone facilities, microwave equipment, and related equipment (collectively, "Lessee's Facilities") as Lessee deems necessary for the operation of its wireless communications site at the Premises as more particularly shown in Exhibit "B," attached hereto. Further, Lessee may perform the initial construction, ongoing maintenance, repairs, and modify its Lessee's Facilities as Lessee determines is necessary and appropriate for its ongoing business and has the right to do all work necessary to prepare,

modify and maintain the Premises to accommodate Lessee's Facilities and as required for Lessee's communications operations at the Premises. Notwithstanding the foregoing however, the modification or replacement of equipment located on the antenna support structure or outside of Lessee's equipment shelter or cabinets shall be the same size or smaller as the equipment being modified or replaced, provided, however, if the equipment to be installed is larger than the existing equipment which is intended to be replaced, then the installation of such equipment shall be subject to Lessor's prior written approval.

In connection with construction of Lessee's Facilities, Lessee shall also install a trash enclosure immediately adjacent to the Equipment Space ("Improvements"). Lessee agrees to construct the Improvements substantially as described and depicted in Exhibit "B" in a good and workmanlike manner and in compliance with applicable laws, regulations and ordinances; provided however, that Lessee makes no representations or warranties with respect to the fitness of the Improvements for any particular purpose. Upon completion of the Improvements, Lessor shall take possession of same in their as-constructed condition.

**3. Prior Approvals.** Lessor and Lessee agree that:

(a) Lessee shall obtain all governmental licenses, permits and approvals (collectively, "Governmental Approvals") enabling Lessee to construct and operate wireless communications facilities on the Premises, and Lessee's ability to use the Premises for the Permitted Uses in Section 2 above is contingent upon Lessee receiving all necessary Governmental Approvals, and

(b) Lessee shall pay to Lessor within forty-five (45) days after the Effective Date, a one-time lump sum payment in the amount of Three Thousand and 00/100 Dollars (\$3,000.00) to reimburse Lessor for its estimated staff and legal fees incurred in connection with the review and execution of this Lease Agreement, and such reimbursement sum shall not be considered Rent, nor shall it offset any Rent or other consideration due in connection with this Lease Agreement, and such sum shall be fully earned and non-refundable by Lessor regardless of whether Lessee proceeds with or abandons the project specifically contemplated herein.

(c) Lessor agrees to cooperate with Lessee's reasonable requests for Lessor's signatures and other reasonable assistance as real property owner on permit applications, and obtaining and maintaining Governmental Approvals, for allowing site inspections by governmental agencies required in connection with reviewing permit applications, provided that such cooperation and assistance shall be at no expense to Lessor. In addition, Lessee shall have the right to initiate the ordering and/or scheduling of necessary utilities as shown in Exhibit "B" attached hereto, however, such scheduling must be coordinated with Lessor to minimize disruption to the primary use of Lessor's Real Property.

(d) Lessee shall pay to Lessor within forty-five (45) days after the Effective Date, a one-time lump sum payment in the amount of Two Thousand Two Hundred Fifty and 00/100 Dollars (\$2,250.00) to reimburse Lessor for the purchase of two (2) picnic tables and one (1) trash receptacle as conditions in entitlements and such reimbursement sum shall not be considered Rent, nor shall it offset any Rent or other consideration due in connection with this Lease Agreement, and such sum shall be fully earned and non-refundable by Lessor regardless of whether Lessee proceeds with or abandons the project specifically contemplated herein.

**4. Term.** The term of this Lease Agreement ("Term") shall be five (5) years commencing on the earlier to occur of the date that is the first day of the month following the date that: (a) Lessee begins

construction of Lessee's Facilities on the Premises; (b) Lessee obtains its final building permit for the installation of Lessee's Facilities; or (c) is twelve (12) months after the Effective Date ("Commencement Date"). Lessee shall promptly deliver written notice to Lessor of the Commencement Date if this Lease Agreement commences pursuant to subsection (a) or (b) of this Section 4. Lessor and Lessee agree that they shall acknowledge in writing the Commencement Date if the Commencement Date is based upon (a) above. Lessee shall have the right to extend the Term of this Lease Agreement for up to four (4) additional terms of five (5) years each (each a "Renewal Term"). The terms and conditions for each Renewal Term shall be the same terms and conditions as in this Lease Agreement, except that the Rent and the amounts of insurance coverage as required herein shall be increased as set forth hereinbelow. This Lease Agreement shall automatically be extended for each successive five (5) year Renewal Term unless Lessee notifies Lessor in writing of Lessee's intention not to extend this Lease Agreement at least ninety (90) days prior to the expiration of the first Term or any Renewal Term.

**5. Rent.** Upon the Commencement Date, Lessee shall pay Lessor, as rent, the sum of Two Thousand Four Hundred and 00/100 Dollars (\$2,400.00) per month ("Rent"). Rent shall be payable on the first day of each month, in advance, to Lessor or Lessor's alternate payee specified in Section 22 below. The initial Rent payment will be forwarded by Lessee to Lessor within forty-five (45) days after the Commencement Date or after a written acknowledgement confirming the Commencement Date, if such an acknowledgement is required, and thereafter Lessee shall pay a full month's Rent on or before the first day of each calendar month, except that payment shall be prorated for the final fractional month of this Lease Agreement, or if this Lease Agreement is terminated before the expiration of any month for which Rent should have been paid. Rent shall be automatically adjusted by Lessee on each annual anniversary of the Commencement Date of the Term and of any Renewal Term by an increase of four percent (4%) of the Rent paid during the immediately preceding year.

**6. Due Diligence Contingency and Pre-Commencement Date Access to Premises.**

(a) Lessee shall have the right (but not the obligation) at any time following the full execution of this Lease Agreement and prior to the Commencement Date, to enter the Premises for the purpose of making necessary inspections, taking measurements and conducting engineering surveys (and soil tests where applicable) and any other reasonably necessary tests to determine the suitability of the Premises for Lessee's Facilities (collectively, "Due Diligence"), and for the purpose of preparing the Premises for the installation or construction of Lessee's Facilities. During any Due Diligence activities or pre-installation or pre-construction work, Lessee shall have insurance which covers such activities as set forth in Section 16 below. Lessee shall notify Lessor of any proposed tests, measurements or pre-installation or pre-construction work and shall coordinate the scheduling of such activities with Lessor. If in the course of its Due Diligence Lessee determines that the Premises are unsuitable for Lessee's contemplated use, then Lessee shall have the right to terminate this Lease Agreement prior to the Commencement Date without any further liability or obligation to Lessor by delivery of written notice of termination to Lessor as set forth in Section 13 below. In the event Lessee terminates this Lease Agreement pursuant to the provisions of this Section 6, then, and in that event, Lessee, at Lessee's sole cost, shall immediately return the Premises to the condition thereof existing prior to Lessee engaging in all Due Diligence activities, which shall be completed within forty-five (45) days after such termination.

(b) Except to the extent otherwise expressly set forth herein, Lessor hereby expressly disclaims all Warranties of Merchantability and Fitness for a Particular Purpose associated with the Premises, which, other than as expressly set forth herein, Lessee accepts "As Is."

**7. Ongoing Access to Premises.** Throughout the Term and any Renewal Term of this Lease Agreement, Lessee shall have the right of access without escort to the Premises for its employees and

agents twenty-four (24) hours a day, seven (7) days per week to and from a public right-of-way, at no additional charge to Lessee. In exercising its right of access to the Premises herein, Lessee agrees to cooperate with any reasonable security or access control procedures utilized by Lessor at Lessor's Real Property of which Lessee receives written notice from Lessor, and further agrees not create a legal nuisance with the business or other activities of Lessor or of other tenants or occupants of Lessor's Real Property. Lessor shall maintain all existing access roadways or driveways extending from the nearest public roadway to the Premises in accordance with the City's standards and the City's budget constraints. Lessor shall have the right to reconfigure the traffic flow and location of such roadways and driveways on Lessor's Real Property without approval of or compensation to Lessee provided doing so does not prohibit or otherwise materially and adversely interfere with Lessee's ability to access the Premises. Lessor shall be responsible for maintaining and repairing such roadways and driveways at Lessor's sole expense, except for any damage caused directly by Lessee's use of such roadways or driveways. If Lessee causes any such damage, Lessee shall promptly repair the same at its sole expense to the condition in which it was prior to such damage. Lessee shall be responsible for the maintenance and compliance with laws of all towers and structures located on the Premises which Lessee constructs, including compliance with Part 17 of the Federal Communications Commission's ("FCC") rules.

**8. Lessee's Work, Maintenance, Repairs and Restoration.** All of Lessee's construction and installation work at the Premises shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner. Lessee shall maintain Lessee's Facilities and the Premises in a reasonably neat and safe condition in compliance with all applicable codes and governmental regulations. Lessee, at Lessee's expense, shall be required to make all repairs to the Premises due to damage caused by Lessee, its agents or contractors. Upon the expiration, cancellation or termination of this Lease Agreement, Lessee shall within ninety (90) calendar days thereafter surrender the Premises in good condition, less ordinary wear and tear and casualty not caused by Lessee, its agents or contractors; however, Lessee shall not be required to remove any foundation supports for Lessee's Facilities or conduits which have been installed by Lessee.

**9. Title to Lessee's Facilities.** Title to Lessee's Facilities and any equipment placed on the Premises by Lessee shall be held by and remain with Lessee. All of Lessee's Facilities shall remain the property of Lessee and are not fixtures. Lessee has the right to remove all of Lessee's Facilities at its sole expense on or before the expiration or termination of this Lease Agreement. Lessor acknowledges that Lessee may enter into financing arrangements including promissory notes and financial and security agreements for the financing of Lessee's Facilities (the "Collateral") with a third party financing entity and may in the future enter into additional financing arrangements with other financing entities. In connection therewith, Lessor (i) consents to the installation of the Collateral to the extent that the Collateral is part of the approved Lessee's Facilities; (ii) disclaims any interest in the Collateral, as fixtures or otherwise, whether arising at law or otherwise, including, but not limited to any statutory landlord's lien; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

**10. Utilities.** Lessee shall have the right to install utilities, at Lessee's expense, and to improve the present utilities on or near the Premises (including, but not limited to the installation of emergency back-up power). Lessee shall have the right to place utilities on (or to bring utilities across) Lessor's Real Property as shown in Exhibit "B" hereto in order to service the Premises and Lessee's Facilities. Lessor agrees to use reasonable efforts in assisting Lessee to acquire necessary utility service at no cost or expense to Lessor.

**11. Interference with Communications.** Lessee's Facilities and operations shall not interfere with the prior existing or future communications configurations, frequencies or operating equipment lawfully operated by Lessor ("Lessor's Communications") at Lessor's Real Property. Lessee's Facilities and operations shall comply with all applicable non-interference rules and procedures of the FCC. Upon written notice from Lessor supported by reasonable actual evidence of alleged interference by Lessee with Lessor's Communications, Lessee will cause such interference to cease within three (3) business days after receipt of such notice of interference from Lessor, or Lessee shall shut down the equipment causing such interference. If such interference cannot be cured within such three (3) business-day period, Lessee shall cease operation (except for intermittent testing to determine the cause of such interference) of such equipment until the interference has been corrected. Lessor shall require in writing of all future tenant(s) of any portion of Lessor's Real Property to abstain from engaging in activities or operations which cause interference with the communications operations of Lessee described in Section 2 above, and that all future tenants shall agree to promptly terminate interference or to promptly cure interference to Lessee's communications equipment caused by their operations. Lessor will not use, nor will Lessor permit its employees, tenants, agents or its independent contractors to use any portion of Lessor's Real Property in any way which materially interferes with the Lessee's Facilities, the operations of Lessee or the rights of Lessee under this Lease Agreement. Lessor will cause such interference to cease within three (3) business days after receipt of notice of alleged interference supported with reasonable actual evidence from Lessee. In the event any such interference does not cease within the aforementioned cure period, Lessor shall cease all operations which are suspected of causing such interference (except for operations related to public safety, health and welfare, and for intermittent testing to determine the cause of such interference) until the interference has been corrected. For the purposes of this Lease Agreement, "interference" may include, but is not limited to, any use on Lessor's Real Property that causes material and adverse electronic or physical obstruction with, or degradation of, the communications signals of Lessee's Facilities. In the event any such alleged interference does not cease promptly, the Parties acknowledge that continuing actual interference will cause irreparable injury, and therefore the party alleging interference shall have the right to bring a court action to enjoin such interference, or an FCC interference complaint. Lessor agrees to incorporate a covenant into any subsequent leases, licenses or rental agreements with other persons or entities for any portion of Lessor's Real Property to incorporate the duties specified in this Section 11.

**12. Taxes.** Lessee shall pay personal property taxes assessed against Lessee's Facilities, and Lessor shall pay when due all real property taxes and all other taxes, fees and assessments attributable to the Premises and this Lease Agreement.

**13. Termination.** This Lease Agreement may be terminated by Lessee in its sole discretion effective immediately without further liability by delivery of written notice thereof to Lessor prior to the Commencement Date for any reason resulting from Lessee's Due Diligence, or if a title report obtained by Lessee for Lessor's Real Property shows any defects of title or any liens or encumbrances which may adversely affect Lessee's use of the Premises for Lessee's intended use, or for any other or no reason. This Lease Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (a) by either party upon a default of any covenant, condition, or term hereof by the other party, which default is not cured within thirty (30) days of receipt of written notice of default; provided, however, that no such failure will be deemed to exist if a defaulting party has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of a party; (b) by Lessee if it does not obtain any Governmental Approvals necessary to the construction or operation of Lessee's Facilities, is unable to obtain such Governmental Approvals without conditions which, in Lessee's reasonable discretion, are not standard or typical for premises where wireless communications facilities are located or is unable to maintain such Governmental Approvals despite reasonable efforts to do so; (c) by

Lessee if Lessee is unable to occupy or utilize the Premises due to ruling or directive of the FCC or other governmental or regulatory agency, including, but not limited to, a take back of frequencies; or (d) by Lessee in its sole discretion. Lessee's termination of this Lease Agreement pursuant to this Section 13 shall be conditioned upon Lessee's written notice to Lessor, surrender as required in Section 8 of this Lease Agreement and payment to Lessor of an early termination payment as liquidated damages by Lessee to Lessor equal to three (3) months Rent at the rate then in effect. The early termination payment in this Section shall not in any way be considered as Rent or a Rent offset. Other than as stated in this Lease Agreement, Lessor and Lessee shall not have the right to terminate, revoke or cancel this Lease Agreement. If termination of this Lease Agreement occurs as a result of Lessee's election pursuant to subsection 13(d) herein, Lessee shall, upon giving written notice to Lessor and paying the early termination fee, also immediately discontinue radio transmissions from the Premises.

**14. Destruction of Premises.** If the Premises is destroyed by natural disaster or by any party other than Lessee or any of Lessee's Subsequent Users (defined below), Lessee may elect to terminate this Lease Agreement pursuant to Section 13(d) of this Lease Agreement, except that no early termination payment shall be paid by Lessee to Lessor.

**15. Condemnation.** If a condemning authority takes all of Lessor's Real Property, or a portion which in Lessee's sole discretion is sufficient to render the Premises unsuitable for Lessee's ongoing operation of Lessee's Facilities, then this Lease Agreement shall terminate without further liability of Lessee as of the date when possession is delivered to the condemning authority. In any condemnation proceeding each party shall be entitled to make a claim against the condemning authority for just compensation recoverable under applicable condemnation law. Sale of all or part of Lessor's Real Property to a purchaser with the power of eminent domain in the face of the exercise of its power of eminent domain shall be treated as a taking by a condemning authority.

**16. Insurance.** Lessee shall maintain the following insurance: (1) Commercial General Liability with limits of One Million Dollars (\$1,000,000.00) per occurrence, (2) Automobile Liability with a combined single limit of One Million Dollars (\$1,000,000.00) per accident, (3) Workers Compensation as required by law, and (4) Employer's Liability with limits of One Million Dollars (\$1,000,000.00) per occurrence. Lessor, at Lessor's sole cost and expense, shall procure and maintain on Lessor's Real Property, bodily injury and property damage insurance with a combined single limit of at least One Million Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Lessor, its employees and agents arising out of or in connection with Lessor's use, occupancy and maintenance of Lessor's Real Property. Lessor, Lessor's elected officials, officers, employees, and volunteers shall be named as an additional insured on Lessee's Commercial General Liability and Automobile Liability policies as respects this Lease Agreement. Each party shall provide to the other a certificate of insurance evidencing the coverage required by this Section 16 within thirty (30) days after the Commencement Date. Lessor reserves the right to amend the policy limits required of Lessee upon the commencement of each Renewal Term to reflect what is required by lessors of the same or other wireless lessees operating in the City of Placentia or in similar areas with similar operations and reasonably commensurate with then-existing telecommunications industry standards.

The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to Lessor's Real Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation.

All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

**17. Assignments or Transfers.** Lessee shall not assign or transfer this Lease Agreement to any other person or entity in whole or in part unless the assignee or transferee first agrees in writing to fulfill all of the duties and obligations of Lessee in this Lease Agreement accruing thereafter, and Lessor has approved in writing of the assignment or transfer, and Lessor's City Attorney shall first approve in writing of the form of the assignment or transfer document. Notwithstanding the forgoing however, Lessee may assign this Lease Agreement upon written notice to Lessor to Lessee's parent or subsidiary or any subsidiary of Lessee's parent, or any person or entity which acquires all or substantially all of Lessee's assets in the market defined by the FCC in which Lessor's Real Property is located by reason of a merger, acquisition, or other business reorganization, and assumes all obligations of Lessee under this Lease Agreement. Upon such assignment, Lessee shall be relieved of all liabilities and obligations hereunder (whether accruing prior to or after the effective date of assignment) provided that, in all cases, the assignee: (i) shall be fully responsible for all such liabilities and obligations; (ii) shall first accept all such liabilities and obligations in writing and (iii) is of substantially similar financial strength or credit worthiness to Lessee at the inception of this Lease Agreement. Provided conditions (i)-(iii) above are met, Lessor shall look solely to the assignee for performance under this Lease Agreement following such assignment and all of assignor rights herein shall terminate. Notwithstanding anything to the contrary contained in this Lease Agreement, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Lease Agreement to any financing entity, or agent on behalf of any financing entity to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by loans, bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

**18. Lessee's Subsequent Users and Subsequent Co-Users.** Lessee shall have the privilege, subject to the prior written consent of Lessor, to enter into separate agreements with third parties to permit a portion of the Premises and Lessee's Facilities to be used by others whose business is the provision of wireless communications services, subject to the following conditions:

(a) Lessee may sublease vertical space on the monopine appearing in Exhibit "B" to third party providers of communications services ("Subsequent Users") in accordance with this Section 18, subject to those Subsequent Users: (1) obtaining all necessary Governmental Approvals from governmental agencies having jurisdiction, and (2) provided Lessor has negotiated a lease or license directly with the Subsequent User for its use of ground space, and (3) Lessor is granted an opportunity to review and approve the Subsequent User's proposed plans and drawings, which approval shall not be unreasonably withheld, conditioned or delayed, but which approval may be conditioned on the Subsequent User's installation meeting Lessor's reasonable aesthetic requirements. Lessor shall be responsible for approving the location of the Subsequent User's ground equipment outside of the Premises. Lessee shall retain all rights to rental income from any Subsequent User with respect to the sublease for space on the monopine, and Lessor shall retain all rights to rental income from any Subsequent User with respect to the ground space lease or license it grants to the Subsequent User. If approved by Lessor and if all government zoning and other permits are obtained, Lessee and the Subsequent User(s) shall be entitled to modify their respective facilities and to erect additional improvements on the Premises, including but not limited to antennas, dishes and cabling, as are reasonably required for the operation and maintenance of the communications equipment to be installed on the monopine by the Subsequent User(s). All Subsequent Users shall be entitled to all rights of ingress and egress to the Premises and the right to install utilities, provided same is approved by Lessor.

(b) Lessee may allow third party providers of communications services ("Subsequent Co-Users") in accordance with this Section 18 to utilize Lessee's Facilities for the purpose of transmitting

and/or receiving radio frequency transmissions that would otherwise be subject to Section 18(a), subject to (1) Lessee providing prior written notice to Lessor of each such Subsequent Co-User, and (2) no Subsequent Co-User shall be allowed to install any equipment whatsoever within the Premises, and (3) no Subsequent Co-User shall be allowed any physical occupancy of the Premises, and (4) for each Subsequent Co-User Lessee shall remit to Lessor on a monthly basis a sum equal to fifty percent (50%) of the rent or rent-equivalent charged by Lessee to the Subsequent Co-User, and (5) Lessee's rent or rent-equivalent charged to the Subsequent Co-User shall not be less than fifty percent of the Rent then charged by Lessor to Lessee.

(c) Any attempt by Lessee to grant rights of any kind in the Premises or this Lease Agreement that exceed those granted herein by Lessor to Lessee shall be *void ab initio*.

**19. Non-disturbance and Quiet Enjoyment; Subordination; Estoppel Certificates.**

(a) So long as Lessee is not in default under this Lease Agreement beyond all applicable cure periods, Lessee shall be entitled to quiet enjoyment of the Premises during the term of this Lease Agreement and any Renewal Term, and Lessee shall not be disturbed in its occupancy and use of the Premises or the exercise of its rights and privileges as granted herein.

(b) This Lease Agreement shall be subordinate to each and every deed of trust, mortgage or other security instrument which may now or hereafter affect Lessor's Real Property and to any renewals, extensions, supplements, amendments, modifications or replacements thereof. As a condition of such subordination, Lessor shall obtain and Lessee shall execute and deliver promptly any commercially reasonable agreement of subordination, provided that such agreement acknowledges that this Lease Agreement remains in full force and effect, recognizes Lessee's right to non-disturbance and quiet enjoyment of the Premises so long as Lessee is not in default under this Lease Agreement beyond all applicable cure periods, and Lessee's liability shall be capped at the remaining Rent under this Lease Agreement. If any mortgagee or lender succeeds to Lessor's interest in Lessor's Real Property through a foreclosure proceeding or by a deed in lieu of foreclosure, Lessee shall attorn to and recognize such successor as Lessor under this Lease Agreement provided such party similarly agrees not to disturb Lessee's occupancy and use of the Premises or the exercise of its rights and privileges as granted herein.

(c) At any time upon receipt by a party hereto of not less than thirty (30) days' prior written notice by the other party, the party requested shall execute, acknowledge and deliver to the other party or any other party specified by the requesting party, a statement in writing certifying that this Lease Agreement is in full force and effect, if true, and the status of any continuing defaults under this Lease Agreement, to the requested party's actual knowledge.

**20. Indemnifications.**

(a) **Lessee's Indemnity.** Lessee hereby agrees to defend, indemnify and hold Lessor and Lessor's elected and appointed officials, officers, employees, and volunteers (collectively, "Lessor's Indemnitees") free and harmless from and against any and all losses, claims, liabilities, damages, actions, causes of action, costs and expenses (including reasonable attorney's fees and costs of court) and injuries (including personal injuries or death) to the extent caused by Lessee's negligent occupation, use, operation, maintenance or repair of Lessee's Facilities at the Premises or access over Lessor's Real Property to the Premises, except to the extent resulting from the negligence or willful misconduct of Lessor or Lessor's Indemnitees, or any of them.

(b) **Lessor's Indemnity.** Lessor hereby agrees to defend, indemnify and hold Lessee and Lessee's officers, directors, partners, shareholders, employees, agents, contractors or subcontractors (collectively, "Lessee's Indemnitees") free and harmless from and against any and all losses, claims, liabilities, damages, actions, causes of action, costs and expenses (including reasonable attorney's fees and costs of court ) and injuries (including personal injuries or death) to the extent caused by Lessor's negligent use, operation, maintenance or repair of improvements on Lessor's Real Property, the use of Lessor's Real Property by other tenants or lessees of Lessor, any violation of governmental regulations relating to the Premises and any towers used by Lessee (including the lighting or painting for aviation pathways), except to the extent resulting from the negligence or willful misconduct of Lessee or Lessee's Indemnitees, or any of them.

(c) **Special Damages.** Notwithstanding any other provision of this Lease Agreement, neither party shall be liable to the other for consequential damages, damages for lost income and profits, exemplary or punitive damages or other special damages, whether in tort, contract or equity.

(d) **Survival of Indemnity Provisions.** The indemnity provisions of this Section 20 shall survive the expiration, cancellation or expiration of this Lease Agreement for the length of the applicable statute of limitations term during which a claim may be filed plus thirty (30) days, and any claims for indemnification under this Section 20 shall be brought within that period.

**21. Hazardous Material.** Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material (as defined below) on, under, about or within Lessor's Real Property in violation of any law or regulation. Lessor represents, warrants and agrees: (1) that neither Lessor nor, to Lessor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (defined below) on, under, about or within Lessor's Real Property in violation of any law or regulation, and (2) that Lessor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within Lessor's Real Property in violation of any law or regulation. Lessor and Lessee each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any representation, warranty or agreement contained in this Section. As used in this Section, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which Lessor's Real Property is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation.

**22. Notices and Deliveries.** Any notice or demand required to be given herein shall be made by first class certified or registered mail, return receipt requested, or by reliable national overnight delivery service, postage pre-paid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

Lessor: City of Placentia  
401 E. Chapman Avenue  
Placentia, CA 92879  
Attn: City Administrator

With a copy to: City Attorney  
401 E. Chapman Avenue  
Placentia, CA 92879

Lessee: Los Angeles SMSA Limited Partnership  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

Lessor or Lessee may from time to time designate any other addressees and addresses for notices or deliveries by written notice to the other party.

**23. Bankruptcy.**

(a) Lessor and Lessee hereby expressly agree and acknowledge it is the intention of both Parties that if, during the term of this Lease Agreement, either party shall become a debtor in any voluntary or involuntary bankruptcy proceeding (a Proceeding) under the United States Bankruptcy Code, 11 U.S.C. 101, et seq. (the "Code"), this Lease Agreement is and shall be treated as an unexpired lease of nonresidential real property for purposes of Section 365 of the Code, 11 U.S.C. 365 (as may be amended), and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365 (as may be amended).

(b) Any person or entity to which this Lease Agreement is assigned pursuant to the provisions of the Bankruptcy Code, 11 USC Sections 101, et seq., shall be deemed without further act to have assumed all of the obligations of Lessee arising under this Lease Agreement both before and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Lessor an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to Lessor, shall be the exclusive property of Lessor, and shall not constitute property of the Lessee or of the estate of Lessee within the meaning of the Bankruptcy Code. Any monies or other considerations constituting Lessor's property under the preceding sentence not paid or delivered to Lessor shall be held in trust for the benefit of Lessor and be promptly paid to Lessor.

**24. Relocation.** Lessor shall have the right once during or after the Third Renewal Term of this Lease Agreement to require Lessee, upon at least twelve (12) months written notice to Lessee and at Lessee's sole expense to relocate the Premises and Lessee's Facilities to another portion of Lessor's Real Property selected by Lessor in consultation with Lessee of equal size as the Premises and compatible for Lessee's use in Lessee's sole discretion. If an alternate location is agreed upon, Lessee shall relocate Lessee's Facilities upon receipt of all Governmental Approvals required for such relocation and Lessee's service will not be interrupted and Lessee shall be allowed if necessary to place a temporary cell site and antenna structure on Lessor's Real Property during relocation. In the event that Lessee is unable or unwilling to relocate its Premises and Lessee's Facilities as required by Lessor, Lessor may terminate this Lease Agreement pursuant to this Section 24 or withdraw its direction to relocate. Upon termination Lessee shall remove Lessee's Facilities from the Premises and return the Premises to Lessor within ninety (90) calendar days of termination in to the condition in which it existed immediately prior to the Commencement Date, normal wear and tear and casualty excepted. Notwithstanding the foregoing, Lessor shall not be permitted to require Lessee to relocate in order to accommodate another tenant at Lessor's Real Property.

**25. Miscellaneous.**

(a) **Severability.** If any provision of this Lease Agreement is held to be invalid or unenforceable by a court of competent jurisdiction with respect to any party, the remainder of this Lease Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable shall not be affected, each provision of this Lease Agreement shall be valid and enforceable

to the fullest extent permitted by law, and the Parties shall negotiate in good faith to amend this Lease Agreement to retain the economic effect of the invalid or unenforceable provisions. If any such action or determination renders the overall performance of this Lease Agreement impossible or materially impairs the original purpose, intent or consideration of this Lease Agreement, and the Parties are, despite the good faith efforts of each, unable to amend this Lease Agreement to retain the original purpose, intent and consideration in compliance with that court or agency determination, either party may terminate this Lease Agreement upon sixty (60) days' prior written notice to the other party.

(b) **Binding Effect.** Each party represents and warrants that said party has full power and authority, and the person(s) executing this Lease Agreement have full power and authority, to execute and deliver this Lease Agreement, and that this Lease Agreement constitutes a valid and binding obligation of each party, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement of creditor's rights generally and by general equitable principles (whether enforcement is sought in proceedings in equity or at law). This Lease Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective Parties.

(c) **Waivers.** No provision of this Lease Agreement shall be deemed to have been waived by a party unless the waiver is in writing and signed by the party against whom enforcement of the waiver is attempted. No custom or practice which may develop between the Parties in the implementation or administration of the terms of this Lease Agreement shall be construed to waive or lessen any right to insist upon strict performance of the terms of this Lease Agreement.

(d) **Governing Law, Courts.** This Lease Agreement shall be governed by and construed according to the laws of the State of California as such laws are applied to agreements entered into and to be performed entirely within California between California residents. Sole venue for any legal claim arising hereunder shall be in the Superior Court of the State of California in Orange County (the "Court"). The Parties consent to *in personam* jurisdiction and *in rem* jurisdiction by the Court, and waive all claims of *forum non conveniens* and any and all other claims that would defeat the venue or jurisdiction of the Court.

(e) **Attorneys' Fees and Costs.** The prevailing party in any legal claim arising hereunder shall be entitled to its reasonable attorneys' fees and costs and court costs as may be awarded by the Court.

(f) **Survival.** Terms, conditions, obligations, and indemnifications of this Lease Agreement which by their sense and context survive the termination, cancellation or expiration of this Lease Agreement will so survive.

(g) **Memorandum of Lease Agreement.** Lessor acknowledges that a Memorandum of Lease Agreement substantially in the form annexed hereto as Exhibit "C" will be recorded by Lessee in the Official Records of the County where Lessor's Real Property is located.

(h) **Entire Agreement; Amendments.** This Lease Agreement constitutes the entire agreement and understanding between the Parties regarding Lessee's lease of the Premises and supersedes all prior and contemporaneous offers, negotiations and other agreements concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease Agreement must be in writing and executed by duly authorized representatives of both Parties.

(i) **No Presumptions Regarding Preparation of Lease Agreement.** The Parties acknowledge and agree that each of the Parties has been represented by counsel or has had full opportunity to consult with counsel and that each of the Parties has participated in the negotiation and drafting of this Lease Agreement. Accordingly, it is the intention and agreement of the Parties that the language, terms and conditions of this Lease Agreement are not to be construed in any way against or in favor of any party hereto by reason of the roles and responsibilities of the Parties or their counsel in connection with the preparation of this Lease Agreement.

(j) **Interpretation.**

(1). Unless the context of this Lease Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

(2). The headings in this Lease Agreement are for reference only and are not incorporated in any term herein.

(k) **No Personal Liability of Officials and Employees of either Party.** No elected official, officer, employee, agent, or volunteer of either party shall be personally liable for any default or liability whatsoever under this Lease Agreement, except in instances of criminal negligence.

(l) **Public Document.** Lessor is a municipal corporation under the laws of the State of California. Lessor and Lessee acknowledge that this Lease Agreement is subject to public disclosure as specified by California Government Code § 6250 *et seq.* and is a "public record" within the meaning of California Government Code § 6252(e).

(m) **No Assurances.** Execution of this Lease Agreement is completely unrelated to any and all City of Placentia ("City") planning process(es) and all other required municipal licenses, permits, authorizations, and approvals whatsoever which shall be subject to the normal planning and zoning processes of the City. Grant of this Lease Agreement does not assure Lessee that it will be successful in whole or in part in securing any or all required City permits, or any other required permits or authorizations. Lessee is solely responsible, at its sole expense, for securing any and all required governmental authorizations to construct and to operate Lessee's Facilities which shall be reviewed pursuant to prevailing City requirements at that time.

(n) **Payment of Sums during Breach.** The receipt of any sum paid by Lessee to Lessor after a breach of this Lease Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing by Lessor.

(o) **Claims.** Any claim by Lessee against Lessor arising hereunder shall be subject to California Government Code § 800 *et seq.*, and Chapter 1.16 of the Placentia Municipal Code.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Lease Agreement to be executed by their duly authorized representatives on the dates set forth below and acknowledge that this Lease Agreement is effective as of the last date written below.

**LESSOR:**

**City of Placentia**

By: \_\_\_\_\_  
(Signature)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LESSEE:**

**Los Angeles SMSA Limited Partnership d/b/a Verizon Wireless**

By: AirTouch Cellular, its General Partner

By: \_\_\_\_\_  
(Signature)

Print Name: Walter L. Jones, Jr.

Title: Area Vice President Network

Date: \_\_\_\_\_

**[Notary Acknowledgments Follow]**

**LESSOR ACKNOWLEDGMENT:**

State of California

County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**LESSOR ACKNOWLEDGMENT:**

State of California

County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**EXHIBIT "A"**

**DESCRIPTION OF LESSOR'S REAL PROPERTY**

All that certain real property situated in the County of Orange, State of California, described as follows:

LOTS 1 THROUGH 5 INCLUSIVE, OF TRACT NO. 1514, IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 49, PAGE 41 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH ANNE DRIVE AND MELROSE STREET AS SHOWN ON SAID TRACT MAP, ABANDONED BY ORDER OF ABANDONMENT RECORDED IN BOOK 2971, PAGE 353 OF OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA, AND VACATED BY RESOLUTION RECORDED IN BOOK 8276, PAGE 914 OF OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA, SAID MELROSE STREET BEING BOUNDED ON THE NORTH BY THE SOUTH LINE OF TRACT NO. 1214, AS PER MAP FILED IN BOOK 40, PAGES 9 AND 10 OF MISCELLANEOUS MAPS OF ORANGE COUNTY, CALIFORNIA, AND SAID ANNE DRIVE BEING BOUNDED ON THE WEST BY THE SOUTHERLY PROLONGATION OF THE WEST LINE OF LOT 5 OF SAID TRACT NO. 1514, AND BOUNDED ON THE EAST BY THE SOUTHERLY PROLONGATION OF THE EAST LINE OF LOT 3 OF SAID TRACT NO. 1514.

EXCEPT FROM THAT PORTION OF SAID LAND LYING WITHIN LOTS 1 AND 3 ALL OIL, GAS AND OTHER HYDROCARBONS AND MINERALS FROM THAT PART OF SAID PROPERTY LYING BELOW A DEPTH OF FIVE HUNDRED VERTICAL FEET BELOW THE PRESENT SURFACE OF SAID PROPERTY, BUT WITH NO RIGHT OF ENTRY UPON THE SURFACE OF SAID PROPERTY FOR THE EXPLORATION OR DEVELOPMENT OF ANY OF SAID RESERVED SUBSTANCES, AS RESERVED IN THE DEED FROM EDWARD P. BACKS AND ANGELINE I. BACKS RECORDED IN BOOK 2463, PAGE 580 OF OFFICIAL RECORDS.

EXCEPT FROM THAT PORTION OF SAID LAND LYING WITHIN LOT 2 ALL OIL, GAS AND OTHER HYDROCARBONS AND MINERALS FROM THAT PART OF SAID PROPERTY LYING BELOW A DEPTH OF FIVE HUNDRED VERTICAL FEET BELOW THE PRESENT SURFACE OF SAID PROPERTY, BUT WITH NO RIGHT OF ENTRY UPON THE SURFACE OF SAID PROPERTY FOR THE EXPLORATION OR DEVELOPMENT OF ANY OF SAID RESERVED SUBSTANCES, AS RESERVED IN THE DEED FROM EDWARD P. BACKS AND ANGELINE L. BACKS RECORDED IN BOOK 2463, PAGE 577 OF OFFICIAL RECORDS.

EXCEPT FROM THAT PORTION OF SAID LAND LYING WITHIN LOT 4 ALL OIL, GAS AND OTHER HYDROCARBONS AND MINERALS FROM THAT PART OF SAID PROPERTY LYING BELOW A DEPTH OF FIVE HUNDRED VERTICAL FEET BELOW THE PRESENT SURFACE OF SAID PROPERTY, TOGETHER WITH THE RIGHT TO DRILL FOR, EXTRACT AND MARKET SAID OIL, GAS AND OTHER HYDROCARBONS AND MINERALS, BUT WITH NO RIGHT OF ENTRY UPON THE SURFACE OF SAID PROPERTY OR WITHIN SAID TOP 500 FEET FOR THE EXPLORATION OR DEVELOPMENT OF ANY OF SAID RESERVED SUBSTANCES, EXCEPTING, HOWEVER, THE RESERVATION OF ONE LOCATION CALLED AN ISLAND, AS RESERVED IN THE DEED FROM EDWARD P. SACKS AND ANGELINE L. BACKS, RECORDED IN BOOK 2782, PAGE 344 OF OFFICIAL RECORDS. EXCEPT FROM THAT PORTION OF SAID LAND LYING WITHIN LOT 5 ALL OIL, GAS AND OTHER HYDROCARBONS AND MINERALS FROM THAT PART OF SAID PROPERTY LYING BELOW A DEPTH OF FIVE HUNDRED VERTICAL FEET

BELOW THE PRESENT SURFACE OF SAID PROPERTY, BUT WITH NO RIGHT OF ENTRY UPON THE SURFACE OF SAID PROPERTY FOR THE EXPLORATION OR DEVELOPMENT OF ANY OF SAID RESERVED SUBSTANCES, AS RESERVED IN THE DEED FROM EDWARD P. BACKS AND ANGELINE L. BACKS, RECORDED IN BOOK 2782, PAGE 344 OF OFFICIAL RECORDS.

Assessor's Parcel Number 339-033-04

**EXHIBIT "B"**

**DESCRIPTION OF PREMISES**

to the Lease Agreement dated \_\_\_\_\_, 201\_\_, by and between City of Placentia, as Lessor, and Los Angeles SMSA Limited Partnership d/b/a Verizon Wireless, as Lessee.

The Premises consist of those specific areas described/shown below or attached where Lessee's communications antennae, equipment and cables occupy Lessor's Real Property. The Premises and the associated utility connections and access, including easements, ingress, egress, dimensions, and locations as described/shown, are approximate only and may be adjusted or changed by Lessee at the time of construction and thereafter only with Lessor's prior written permission.

SEE ATTACHED.

*(A final drawing or copy of a property survey and site plan depicting the above shall replace this Exhibit B when initialed by Lessor or Lessor's designated agent and may be modified from time to time when initialed by both Lessor and Lessee.)*

**EXHIBIT "C"**

to the Lease Agreement dated \_\_\_\_\_, 201\_\_, by and between City of Placentia, as Lessor, and Los Angeles SMSA Limited Partnership d/b/a Verizon Wireless, as Lessee.

**MEMORANDUM OF LEASE AGREEMENT**

**Prepared by:**

McGuireWoods LLP  
1800 Century Park East, 8<sup>th</sup> Floor  
Los Angeles, CA 90067

**& When Recorded Return to:**

McGuireWoods LLP  
1800 Century Park East, 8<sup>th</sup> Floor  
Los Angeles, CA 90067  
Attn: Reena Yuba  
APN: 339-033-04

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(Space Above This Line For Recorder's Use Only)

Re: Market: Southern California  
Site Number: 124851  
Site Name: Valencia HS  
FA Number:  
Address: 201 N Bradford, Placentia CA 92870  
County: Orange

This Memorandum of Lease Agreement is entered into on this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between City of Placentia, with an office at 401 E. Chapman Avenue, Placentia, CA 92879 (hereinafter referred to as "Lessor"), and Los Angeles SMSA Limited Partnership d/b/a Verizon Wireless, having a mailing address of One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (hereinafter referred to as "Lessee").

1. Lessor and Lessee entered into a Communications Site Lease Agreement ("Agreement") on the \_\_\_\_ day of \_\_\_\_\_, 201\_\_, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The term of the Agreement is for five (5) years commencing on the Commencement Date of the Agreement, and terminating on the fifth (5<sup>th</sup>) anniversary of the Commencement Date, with four (4) successive five (5) year options to renew.
3. The land, located at 201 North Branford, Placentia, CA ("Property"), and which is the subject of the Agreement is described in Exhibit A annexed hereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

LESSOR:

LESSEE:

City of Placentia

Los Angeles SMSA Limited Partnership d/b/a  
Verizon Wireless

By: AirTouch Cellular, its General Partner

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

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

Name: \_\_\_\_\_

Name: Walter L. Jones, Jr.

Title: \_\_\_\_\_

Title: Area Vice President Network

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

[Notary Acknowledgments Follow]

**LESSOR ACKNOWLEDGMENT:**

State of California )

County of \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**LESSOR ACKNOWLEDGMENT:**

State of California )

County of \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)



## EXHIBIT A

### DESCRIPTION OF THE PROPERTY

All that certain real property situated in the County of Orange, State of California, described as follows:

LOTS 1 THROUGH 5 INCLUSIVE, OF TRACT NO. 1514, IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 49, PAGE 41 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH ANNE DRIVE AND MELROSE STREET AS SHOWN ON SAID TRACT MAP, ABANDONED BY ORDER OF ABANDONMENT RECORDED IN BOOK 2971, PAGE 353 OF OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA, AND VACATED BY RESOLUTION RECORDED IN BOOK 8276, PAGE 914 OF OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA, SAID MELROSE STREET BEING BOUNDED ON THE NORTH BY THE SOUTH LINE OF TRACT NO. 1214, AS PER MAP FILED IN BOOK 40, PAGES 9 AND 10 OF MISCELLANEOUS MAPS OF ORANGE COUNTY, CALIFORNIA, AND SAID ANNE DRIVE BEING BOUNDED ON THE WEST BY THE SOUTHERLY PROLONGATION OF THE WEST LINE OF LOT 5 OF SAID TRACT NO. 1514, AND BOUNDED ON THE EAST BY THE SOUTHERLY PROLONGATION OF THE EAST LINE OF LOT 3 OF SAID TRACT NO. 1514.

EXCEPT FROM THAT PORTION OF SAID LAND LYING WITHIN LOTS 1 AND 3 ALL OIL, GAS AND OTHER HYDROCARBONS AND MINERALS FROM THAT PART OF SAID PROPERTY LYING BELOW A DEPTH OF FIVE HUNDRED VERTICAL FEET BELOW THE PRESENT SURFACE OF SAID PROPERTY, BUT WITH NO RIGHT OF ENTRY UPON THE SURFACE OF SAID PROPERTY FOR THE EXPLORATION OR DEVELOPMENT OF ANY OF SAID RESERVED SUBSTANCES, AS RESERVED IN THE DEED FROM EDWARD P. BACKS AND ANGELINE I. BACKS RECORDED IN BOOK 2463, PAGE 580 OF OFFICIAL RECORDS.

EXCEPT FROM THAT PORTION OF SAID LAND LYING WITHIN LOT 2 ALL OIL, GAS AND OTHER HYDROCARBONS AND MINERALS FROM THAT PART OF SAID PROPERTY LYING BELOW A DEPTH OF FIVE HUNDRED VERTICAL FEET BELOW THE PRESENT SURFACE OF SAID PROPERTY, BUT WITH NO RIGHT OF ENTRY UPON THE SURFACE OF SAID PROPERTY FOR THE EXPLORATION OR DEVELOPMENT OF ANY OF SAID RESERVED SUBSTANCES, AS RESERVED IN THE DEED FROM EDWARD P. BACKS AND ANGELINE L. BACKS RECORDED IN BOOK 2463, PAGE 577 OF OFFICIAL RECORDS.

EXCEPT FROM THAT PORTION OF SAID LAND LYING WITHIN LOT 4 ALL OIL, GAS AND OTHER HYDROCARBONS AND MINERALS FROM THAT PART OF SAID PROPERTY LYING BELOW A DEPTH OF FIVE HUNDRED VERTICAL FEET BELOW THE PRESENT SURFACE OF SAID PROPERTY, TOGETHER WITH THE RIGHT TO DRILL FOR, EXTRACT AND MARKET SAID OIL, GAS AND OTHER HYDROCARBONS AND MINERALS, BUT WITH NO RIGHT OF ENTRY UPON THE SURFACE OF SAID PROPERTY OR WITHIN SAID TOP 500 FEET FOR THE EXPLORATION OR DEVELOPMENT OF ANY OF SAID RESERVED SUBSTANCES, EXCEPTING, HOWEVER, THE RESERVATION OF ONE LOCATION CALLED AN ISLAND, AS RESERVED IN THE DEED FROM EDWARD P. SACKS AND ANGELINE L. BACKS, RECORDED IN BOOK 2782, PAGE 344 OF OFFICIAL RECORDS. EXCEPT FROM THAT PORTION OF SAID LAND LYING WITHIN LOT 5 ALL OIL, GAS AND OTHER HYDROCARBONS AND MINERALS FROM THAT PART OF SAID PROPERTY LYING BELOW A DEPTH OF FIVE HUNDRED VERTICAL FEET

BELOW THE PRESENT SURFACE OF SAID PROPERTY, BUT WITH NO RIGHT OF ENTRY UPON THE SURFACE OF SAID PROPERTY FOR THE EXPLORATION OR DEVELOPMENT OF ANY OF SAID RESERVED SUBSTANCES, AS RESERVED IN THE DEED FROM EDWARD P. BACKS AND ANGELINE L. BACKS, RECORDED IN BOOK 2782, PAGE 344 OF OFFICIAL RECORDS.

Assessor's Parcel Number 339-033-04



# Placentia Planning Commission Agenda Staff Report

<b>AGENDA ITEM NO.:</b> 1	<b>DATE:</b> February 14, 2012	<b>PUBLIC HEARING:</b> Yes
<b>APPLICATION:</b> Use Permit (UP) 2012-01		
<b>DESCRIPTION:</b> To permit the construction of a +/- 60'-0" high, freestanding Verizon wireless communication facility, designed as a "Monopine", located adjacent to the northwest corner of the Back's Community Building within Kraemer Park. The related equipment cabinet enclosure and new trash enclosure will be located along the north property line, across from the existing picnic shelters at the northeast corner of the park, located at 201 N. Bradford Avenue within the Single Family Residential (R-1) District.		
<b>RELATED APPLICATIONS:</b> None		
<b>APPLICANT:</b> Core Development Services		
<b>PROPERTY OWNER:</b> City of Placentia		
<b>LOCATION:</b> 201 N. Bradford Avenue (Kraemer Park)		
<b>CEQA DETERMINATION:</b> Categorically Exempt: Class 3, Section 15303		
<b>ZONING:</b> Single Family Residential (R-1)	<b>APN(S):</b> 339-033-04	
<b>GENERAL PLAN:</b> Open Space	<b>CITY COUNCIL ACTION REQUIRED:</b> No	
<b>PREPARED BY:</b> Monique B. Schwartz, Associate Planner		
<b>REVIEWED BY:</b> Kenneth A. Domer, Assistant City Administrator		

## REQUEST:

To permit the construction of a +/- 60'-0" high, freestanding Verizon wireless communication facility, designed as a "Monopine", located adjacent to the northwest corner of the Back's Community Building within Kraemer Park. The related equipment cabinet enclosure and new trash enclosure will be located along the north property line, across from the existing picnic shelters at the northeast corner of the park, located at 201 N. Bradford Avenue within the Single Family Residential (R-1) District.

The City of Placentia is the property owner of the park property and has authorized the filing of this use permit application.

## INTRODUCTION:

Pursuant to § 23.82.070 of the Placentia Municipal Code, all major wireless communication facilities established in the City are required to obtain Planning Commission approval of a use permit application.

The proposed wireless communication site for Verizon will be designed to provide telecommunication services to the surrounding community in the vicinity of Valencia High School, north of Chapman Avenue and west of Kraemer Boulevard. The site has been designed to fit in with the park setting as much as possible and thus a "Monopine" design

was chosen. The City approved a similar type of facility, a "Monopine" at Tuffree Park and is very pleased with the results. Because of the increasing needs for future wireless facility sites around the City of Placentia, the City has amended the Placentia Municipal Code to allow for such facilities within Residential zones on public property. City staff reviews each site and application for the ability to co-locate two or more wireless facilities in order to minimize the proliferation of wireless cell towers in our predominately residential city. As with all potential wireless facilities, City Staff reviewed the proposed location and nearby alternatives in order to best address the need for a wireless location as well as to maintain the residential nature of the City. Additionally, site selection is made to locate any such facility as far from residential properties as possible. A public hearing procedure before the Planning Commission, with mailed notices to all property owners within a 300 foot radius from the perimeter of the property is required to process the application for Use Permit 2012-01.

On September 12, 2011, the proposed use was presented to the Recreation and Parks Commission by Community Services Staff. The general consensus among the Commissioners was in support of the project.

**RECOMMENDATION:**

The City Planning Division is recommending the adoption of Resolution No. PC-2012-03, approving Use Permit (UP) 2012-01, subject to the attached Special Conditions of Approval and Standard Development Requirements.

**DISCUSSION:**

Kraemer Park is located on the north side of Chapman Avenue, adjacent to the intersection of Chapman Avenue and Bradford Avenue. The entrance of the park can be accessed off of Bradford Avenue.

**Subject Site and Surrounding Land Uses:**

	<b>Existing Land Use</b>	<b>Zoning Map Designation</b>	<b>Land Use Element General Plan Designation</b>
Present	City Park	Single Family Residential (R-1)	Open Space
Proposed	City Park with proposed +/- 60 foot high Mono-pine wireless communication facility, related equipment cabinet enclosure and new trash enclosure	Single Family Residential (R-1)	Open Space
North	Residential Neighborhood	Single Family Residential (R-1)	Low Density Residential
South	Commercial-Retail, Chapman Avenue and Residential	Neighborhood Commercial (C-1), Low-Medium Density Residential (R-2)	Commercial/Low-Medium Density Residential
East	Commercial/Retail	Neighborhood Commercial (C-1)	Commercial
West	Residential	High Density Residential (R-3)	High Density Residential

**Location:**

Pursuant to § 23.82.050, there shall be a minimum one hundred (100) feet of horizontal distance between any residential structure and a free standing wireless communication facility. The nearest residential structure to the pole is approximately 140 feet to the north; 338 feet to the south, 480 to the east and 850 feet to the west.

The new equipment enclosure will be located parallel to the north property line, northwest of the new "Monopine", and measures 36'-8" W x 10'-0" D (367 square feet). An 88 square foot trash matching trash enclosure will be connected to the west end of the equipment enclosure. The connecting enclosures will be located approximately 3'-6" feet from the north property line and approximately 31 feet from the residential structure located on parcel 339-024-07.

**Height:**

Pursuant to § 23.12.040 of the Placentia Municipal Code, the maximum height permitted within the Single Family Residential (R-1) District is thirty (30) feet. However; § 23.82.060 of the PMC specifies that a wireless facility may extend beyond the height limit if the Director of Development Services determines it necessary in order to effectively receive and transmit communication signals or to camouflage or blend the facility in with the existing environment. As submitted, the proposed antenna height is 52 feet above ground level with an additional eight (8) feet allowed for completing the "pine tree" look of the tower. The Director of Development Services has determined that it is necessary for the proposed facility to exceed the height limit of thirty (30) feet in the Single Family Residential (R-1) District in order for the facility to effectively transmit and receive communications, be designed for co-location with other carriers and to blend in with the natural environment.

**Antennas/Operational Characteristics:**

Verizon proposes to install a total of twelve (12) panel antennas, divided equally onto three (3) sectors and a single microwave dish on the new "Monopine" structure. The panel antennas will be mounted approximately 52 feet above the finished grade (as measured to the center of the antennas) and the microwave dish will be mounted 45 feet above finished grade. Four (4) GPS antennas will be mounted on the exterior roof of the new equipment enclosure. Additionally, equipment cabinets and associated electronic equipment will be mounted on a raised concrete pad within the new +/- 367 square foot ground lease enclosure area.

The proposed wireless communication facility will provide twenty-four (24) hour service to Verizon customers, seven (7) days a week. A Verizon technician will service this facility on a periodic basis, with routine maintenance/inspections of the facility occurring as needed during normal working hours. Verizon requires twenty-four (24) hour access to this facility in order to ensure that technical support is immediately available if warranted. Verizon will have keys to access the equipment cabinets.

### **Aesthetics:**

The City's wireless communication facility ordinance specifically requires operators to consider visual impacts when locating and constructing a major wireless communication facility; therefore, the applicant has proposed to install a "Monopine" which, by design, is intended to blend into the surrounding environment. The trunk of the "Monopine" will be designed to have the appearance, texture and color of natural bark and the leaves/needles will be shades of green to resemble a living pine tree. The proposed colors are subdued and the materials are non-reflective to blend with materials and colors in the surrounding area. There will be 2'-0" high decorative block wall constructed around the proposed pole as a raised planter. The equipment will be located within an enclosed split faced masonry block structure with a flat trellis-type roof, as specified on the submittal plans. The connecting trash enclosure will match the equipment enclosure in design and materials used. A Special Condition of Approval has been included to require that all cable/utility runs be placed underground.

### **Safety:**

Wireless communication facilities are regulated by the Federal Communications Commission (FCC) and must receive a federal license before transmission can begin. Providers must comply with the American National Standards Institute (ANSI) and Institute of Electrical and Electronic Engineers (IEEE) standards for safe human exposure to radio electromagnetic fields. ANSI and IEEE standards are considered the most appropriate health and safety guidelines for this type of industry. If a wireless communications facility does not maintain ANSI/IEEE mandated standards, their FCC license will be revoked and any authorized use permit would be declared null and void.

FCC rules require transmitting facilities (including wireless) to comply with Radio Frequency (RF) exposure guidelines. The rules have been clarified in several FCC rulemakings but are most conveniently grouped and discussed in the FCC's Office of Engineering and Technology Bulletin 65, titled, "*Evaluating Compliance with FCC Guidelines for Human Exposure to Radiofrequency Electromagnetic Fields.*" The limits established in the guidelines are designed to protect the public health with a very large margin of safety. The limits set forth by the FCC have been endorsed by the Environmental Protection Agency and the Food and Drug Administration. As stated below, the proposed facility, like most facilities, create maximum exposures that are only a small fraction of the limits set by the FCC. Moreover, the limits themselves are many times below levels that are generally accepted as having the potential to cause adverse health effects. Nonetheless, it is recognized that any instance of noncompliance with the guidelines is potentially very serious, and the FCC has therefore implemented procedures to enforce compliance with its rules.

Section 332(c)(7) of the Communications Act (which is identical to § 704(a) of the Telecommunications Act of 1996) does not limit local government authority over siting wireless facilities, but it does set forth specific limitations to local governments.

Specifically, 47 U.S.C. § 332(c)(7) (B) (iv) states: "No State or local government or instrumentality thereof may regulate the placement, construction, or modification of personal wireless service facilities on the basis of the environmental effects of radio frequency emissions to the extent that such facilities comply with the Commission's regulations concerning such emissions." [emphasis added]

Therefore, the authority of the Planning Commission with regard to RF emissions is limited to reviewing the proposed project for planned compliance with the FCC RF emissions safety rules, and to ensure that any special conditions of approval approved with the Use Permit maintain that compliance.

Based on material submitted by Verizon Wireless, to include the Letter of Compliance and Site Analysis of Radio Frequency Electromagnetic Fields, the proposed wireless telecommunication facility will operate at the lowest possible power levels and is below the established standards used by the FCC for safe human exposure to radio frequency electromagnetic fields. These standards have been tested and proven safe by the American National Standards Institute (ANSI) and the Institute of Electrical Electronics Engineers (IEEE). The attached Special Conditions of Approval (Attachment B) address continued compliance with ground level RF emissions as set forth in Bulletin 65.

David Charles Cotton Jr., a retained consulting Engineer, evaluated the proposed facility for compliance with appropriate guidelines limiting human exposure to radio frequency electromagnetic fields. A copy of a Report of Compliance and Site Analysis of Radio Frequency Electromagnetic Fields from Mr. Cotton, Jr. have been included as exhibits to this staff report.

Finally, the applicant indicates that the equipment operates quietly or almost noise free. The equipment does not emit fumes, smoke or objectionable odors.

**CEQA:**

The proposed use is not expected to create a negative impact on the physical environment. It is City Staff's opinion that the use is categorically exempt pursuant to the California Environmental Quality Act (CEQA) Guideline § 15303 and City Environmental Guidelines.

Section 15303 allows for exemptions for small new construction projects which do not result in any changes in land use or density. The proposed project involves a minor alteration to an existing site involving a negligible expansion of use beyond that presently existing, and will not result in an increase of more than 50 percent of the floor area, nor more than 2,500 square feet. As a result, City Staff recommends that the Planning Commission find that the use is categorically exempt from CEQA.

**ACTION:**

Adopt Resolution No. PC-2012-03 approving Use Permit (UP) 2012-01, subject to the Special Conditions of Approval and Standard Development Requirements set forth therein.

Prepared and submitted by:

Reviewed and approved by:



\_\_\_\_\_  
Monique B. Schwartz  
Associate Planner

\_\_\_\_\_  
Kenneth A. Domer  
Assistant City Administrator

**Attachments:**

- Attachment A: Resolution No. PC-2012-03
- Attachment B: Special Conditions of Approval and Standard Development Requirements of Use Permit (UP) 2012-01
- Attachment C: Placentia Police Department Standard Development Requirements
- Attachment D: Orange County Fire Authority Special Conditions of Approval

**Exhibits:**

- Exhibit 1: Vicinity Map
- Exhibit 2: Site Plan
- Exhibit 3: Floor Plan
- Exhibit 4: Elevations
- Exhibit 5: Statement of Use
- Exhibit 6: Site Analysis of Radio Frequency Electromagnetic Fields
- Exhibit 7: Report of Compliance by David Charles Cotton, Jr.

**RESOLUTION NO. PC-2012-03**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PLACENTIA APPROVING USE PERMIT NO. 2012-01 PERTAINING TO THE PROPOSED VERIZON WIRELESS COMMUNICATION FACILITY AT PROPERTY LOCATED AT 201 N. BRADFORD AVENUE (KRAEMER PARK) AND MAKING FINDINGS IN SUPPORT THEREOF.**

**A. Recitals.**

(i) Core Development Services, ("Applicant" hereinafter) and City of Placentia, the property owner, have filed an application for approval of Use Permit No. 2012-01 to be located at 201 N. Bradford Avenue, as described in the title of this Resolution. Hereinafter, in this Resolution, the subject Use Permit request is referred to as the "Application".

(ii) On February 14, 2012 this Commission conducted a duly noticed public hearing, as required by law, and concluded said hearing prior to the adoption of this Resolution.

(iii) The Director of Development Services has determined that it is necessary for the proposed facility to exceed the height limit of the Single Family Residential (R-1) District in order to effectively transmit and receive communications, be designed for co-location with other carriers and blend in with the natural environment.

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

**B. Resolution.**

NOW, THEREFORE, it is hereby found, determined and resolved by the Planning Commission of the City of Placentia as follows:

1. The Commission hereby specifically finds that all of the facts set forth in the Recitals, Part A, of this Resolution are true and correct.

2. Based upon substantial evidence presented to this Commission during the public hearing conducted with regard to the Application, including written staff reports, verbal testimony and development plans, this Commission hereby specifically finds as follows:

a. The proposed use will not be: (1) detrimental to the health, safety or general welfare of the persons residing or

working within the neighborhood of the proposed use or within the city, or (2) injurious to the property or improvements within the neighborhood or within the city. Subject to compliance with the attached Special Conditions of Approval and Standard Development Requirements (Attachments "B, C and D"), this use complies with all applicable code requirements and development standards of the "R-1" Single Family Residential District and Chapter 23.82, Wireless Communication Facilities.

b. According to the submitted Statement of Use and Site Analysis of Radio Frequency Electromagnetic Fields, the proposed Verizon "Monopine" structure installation is regulated by the Federal Communications Commission (FCC) and will operate within the frequencies established for Specialized Mobile Radio operators. The Verizon wireless telecommunication facility will operate at the lowest possible power levels that are below established standards used by the FCC for safe human exposure to radio frequency electromagnetic fields. These standards have been tested and proven safe by the American National Standards Institute (ANSI) and the Institute of Electrical and Electronics Engineers (IEEE). Included with the application is a Report of Compliance with FCC/FAA from David Charles Cotton, Jr., Consulting Engineer concluding that the facility will comply with the prevailing standards for limiting public exposure to radio frequency energy and will not cause a significant impact on the environment.

c. The wireless communication facility will not have a visual or aesthetic impact on the property or in the immediate vicinity. The trunk and branches of the "Monopine" will be painted brown and the leaves/needles are shades of green to resemble a natural living pine tree. The colors will be subdued and the materials will be non-reflective to blend with materials and colors in the surrounding area. Special Conditions of Approval have been included to require that all cable/utility runs are to be placed underground.

The proposed equipment associated with the telecommunication facility installation will be located within a new 367 square foot ground lease area that will be completely enclosed within a solid block wall structure with a flat trellis type roof and screened from public view. A new connecting 88 square foot trash enclosure will match the equipment enclosure in design and materials. The applicant has indicated that the Verizon equipment operates quietly or almost noise free. The equipment does not emit fumes, smoke or objectionable odors.

d. The proposed use is consistent with the City's General Plan. The General Plan Land Use designation for the subject site is "Open Space", and the proposed use does not involve any change in the land use of the subject site. Wireless communications facilities are permitted in the "R-1" Single Family Residential District, on public property, subject to Use Permit approval.

e. The proposed use, activity or improvements, subject to the attached Special Conditions of Approval and Standard Development Requirements (Attachments B, C and D), is consistent with the provisions of the Zoning Ordinance, or regulations applicable to the property. The proposed use is a conditionally permitted use in the "R-1" Single Family Residential District in the City of Placentia if located on public property to include parks. Approval of the Use Permit for the wireless communication facility would be consistent with the zoning as the site can accommodate the proposed use, and since other similar uses have been conditionally permitted on public property within city parks in the Single Family Residential District.

f. Conditions necessary to secure the purposes of this section, including guarantees and evidence of compliance with conditions are made part of the Use Permit approval. Attachments "B, C and D" contain Special Conditions of Approval and Standard Development Requirements specific to Use Permit 2012-01 to ensure compliance with the Placentia Municipal Code.

g. The proposed use was presented to the Recreation and Parks Commission by Community Services Staff on September 12, 2011. The general consensus among Commissioners was in support of the project.

3. The Planning Commission specifically finds that the Application is Categorically Exempt pursuant to the California Environmental Quality Act of 1970, as amended, the Guidelines promulgated thereunder (14 CCR § 15303) and Placentia Environmental Guidelines.

4. The Planning Commission hereby directs that, upon approval of Use Permit 2012-01, a Notice of Exemption be filed with the Orange County Clerk/Recorder.

5. Based upon the findings and conclusions set forth herein, this Planning Commission hereby approves Use Permit 2012-01 as modified herein, and specifically subject to the conditions set forth in Attachments "B, C and D" attached hereto and by this reference incorporated herein.

6. The Secretary to the Planning Commission shall:

- a. Certify to the adoption of this Resolution; and
- b. Forthwith transmit a certified copy of this Resolution, by certified mail, to the Applicant at the address of record set forth in the Application.

ADOPTED AND APPROVED this 14th day of February, 2012.

\_\_\_\_\_  
Chairman

I, Kenneth A. Domer, Secretary to the Planning Commission of the City of Placentia, do hereby certify that the foregoing Resolution was introduced at a regular meeting of the Planning Commission of the City of Placentia held on the 14<sup>th</sup> day of February, 2012, and was passed at this regular meeting of the Planning Commission of the City of Placentia held on the 14<sup>th</sup> day of February, 2012, by the following vote:

AYES:	COMMISSION MEMBERS:
NOES:	COMMISSION MEMBERS:
ABSENT:	COMMISSION MEMBERS:
ABSTAINED:	COMMISSION MEMBERS:

ATTEST:

\_\_\_\_\_  
Secretary to the Planning Commission

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew V. Arczynski,  
City Attorney

**Attachment "B"**  
**Special Conditions of Approval and Standard Development Requirements for**  
**Use Permit (UP) 2012-01**

**SPECIAL CONDITIONS**

If the above referenced application is approved, applicant and/or property owner shall comply with the Special Conditions listed below and the Standard Development Requirements attached.

**ALL OF THE FOLLOWING SPECIAL CONDITIONS OF APPROVAL AND STANDARD DEVELOPMENT REQUIREMENTS SHALL BE FULLY COMPLIED WITH FOR THE USE PERMIT TO CONTINUE IN GOOD STANDING.**

1. Use Permit (UP) 2012-01 is valid for a period of twelve (12) months from the date of final determination. If the use approved by this action is not established within such a period of time, this approval shall be terminated and shall be null and void.
2. Failure to abide by and faithfully comply with any and all conditions attached to this action shall constitute grounds for revocation of said action by the City of Placentia Planning Commission.
3. The applicant shall, as a condition of project approval, at its sole expense, defend, indemnify and hold harmless the City, its officers, employees, agents and consultants from any claim, action, proceeding, liability or judgment against the City, its officers, employees, agents and/or consultants, which action seeks to set aside, void, annul or otherwise challenge any approval by the City Council, Planning Commission, or other City decision-making body or City staff action concerning applicant's project. The applicant shall pay the City's defense costs, including attorney fees and all other litigation-related expenses, and shall reimburse the City for any and all court costs, which the City may be required to pay as a result of such defense. The applicant shall further pay any adverse financial award which may issue against the City including but not limited to any award of attorney fees to a party challenging such project approval. The City shall retain the right to select its counsel of choice in any action referred to herein. The City agrees to promptly notify the applicant of any such claim filed against the City and to fully cooperate in the defense of any such action.
4. Prior to any modifications to the site plan that would affect the location or visibility of the wireless communication facility and/or the ground installation; the applicant shall obtain prior written approval from the Development Services Department.
5. No expansion or modification of the wireless communications facility shall occur at any time without first obtaining approval from the Development Services Department. The Director, or designee, may require that an expansion or future modification of the use permit requires Planning Commission discretionary review.

6. Applicant shall obtain approval of a Building and Zoning Compliance Application and shall obtain a valid Business License prior to the issuance of any building permits. Business Licenses for all sub-contractors shall be obtained.
7. Applicant shall provide to the Development Services Department a preliminary report and field report, both prepared by a licensed engineer, indicating that the operation of the facility is in full conformance with the standards established by the American National Standards Institute (ANSI) and the Institute of Electrical and Electronics Engineers (IEEE) for safe human exposure to electromagnetic fields (EMF) and radio frequency radiation (RFR). If not completed, these reports are due within ninety (90) days after the start of operations.
8. Applicant shall receive and maintain a license by the Federal Communications Commission (FCC) to operate a wireless communication facility in this location. A copy of this FCC license shall be submitted to the Development Services Department prior to the issuance of any building permits.
9. The major wireless communications facility shall be approved for a period not to exceed the term of the lease. A copy of the lease shall be submitted to the Development Services Department prior to the issuance of a building permit for the new wireless communication facility.
10. If the lease is extended or terminated, notice and evidence thereof shall be provided to the Development Services Department.
11. Upon expiration or termination of the lease, the use permit for the wireless communication facility shall become null and void and the wireless communication facility shall be removed within sixty (60) calendar days. Removal of the "Monopine" structure (pole) and related equipment within the lease hold area shall be at the expense of the leaseholder. Structures containing equipment shall remain unless otherwise directed by the Development Services Director.
12. Use Permit (UP) 2012-01 shall be reviewed by the Development Services Department five (5) years from the date of approval to ensure compliance with all Special Conditions of Approval and Standard Development Requirements.
13. Applicant shall place all cable/utility runs underground.
14. The applicant's new ground-mounted equipment shall be located within the proposed new enclosed ground lease area. Applicant shall maintain the new "Monopine" and related enclosure in good visual and physical condition at all times.
15. The ground-mounted equipment shall be located as indicated on the submittal site plan.
16. Wireless communication facilities shall not bear any signs or advertising devices other than certification, warnings or other required seals or signage at any time.

17. The applicant shall maintain the wireless telecommunication facility ("Monopine") tower and associated equipment) in good condition and shall make repairs and replacements of equipment, stealth and structural components, due to damage caused by outdoor exposure and/or inclement weather. Under this condition, if the faux branch attachments and/or trunk bark features, among others, fade in color due to outdoor exposure, the applicant shall replace such components within 60 days of written notice by the Director of Development Services or his/her designee. If the work cannot be completed within 60 days, the applicant shall provide the City with a bond or certification of deposit in the amount of the valuation of the requested repair and completion timeline to guarantee the work. The applicant shall be responsible for maintaining the leased property, including any applicable landscaped areas, walkways and all paved surfaces, free from graffiti, debris and litter at all times.
18. The applicant shall comply with all provisions of the Placentia Municipal Code, including Chapter 23.76, Noise Control.
19. Branch foliage shall vary in density, spacing, size and angle to avoid rigid symmetry; overall tree shape shall integrate with the context of the site; colors of the faux trunk and branches shall be non-reflective; green leaves/needles shall be interspersed with brown to provide more natural appearance, and the exterior surface of the faux trunk shall emulate the texture of a real tree; all antennas (panels, microwave and GPS), mounting brackets, and coaxial cables shall be completely screened from public view by the faux foliage and painted to match; branch foliage shall continue down the faux trunk so as to fully conceal the trunk from prominent public vantage points; and the overall design shall substantially conform to and implement the visual effect of an actual pine tree. The branches at the top of the "Monopine" shall form a natural peak and not appear to have a flat top. All aesthetic design shall be approved by the Director of Development Services prior to issuance of building permits.
20. The new "Monopine" structure and foundation shall be structurally designed and engineered to accommodate the installation of identified antennas for the applicant's wireless carrier as well as future co-locators as specified on the submittal plans and any additional branches as needed to adequately screen the proposed antennas on the pole in a form acceptable to the Development Services Department.
21. Applicant shall submit material and color samples for the equipment enclosure/structure and low wall planter wall that surrounds the new "Monopine" pole. Final materials and colors for the equipment enclosure and low planter wall shall be approved by the Development Services Department, prior to building permit issuance.
22. Applicant shall submit landscape/irrigation plans that depict the replacement of existing and the installation of new landscaping around the new "Monopine" and equipment and trash enclosure.

23. Construction of Monopine structure shall not include the exterior installation of any type of "dog house" or exterior cable cover design to accommodate cables or conduit transitioning into the pole. All cables/conduit shall be located completely within the pole structure from an underground location.

**CITY BUILDING DIVISION:**

24. The building plans shall be prepared by a California licensed structural/civil engineer, with structural details and calculations regarding wind and seismic loads. Each page of plans shall be wet-signed.
25. Building and electrical permits shall be required for the new antennas, microwave dishes, lighting and related ground-mounted equipment related to this project.
26. Applicant shall submit structural calculations prepared by a licensed California structural/civil engineer for the proposed block wall equipment enclosure and trash enclosure prior to issuance of any building permits.
27. Applicant shall provide detailed plans for new Verizon equipment cabinets, GPS antennas, etc.
28. All contractors and sub-contractors shall obtain a city business license. Applicant and/or contractor shall request a standard sub-contractor form from the City Building Division prior to issuance of a building permit. This standard form shall be completed and submitted to the City Business License Division prior to the issuance of any building permits.
29. Applicant shall obtain approval from the Orange County Fire Authority for the equipment enclosure (if fire sprinklers are required) and the new "Monopine" structure.
30. Applicant shall provide a detailed site plan/grading plans prepared by a licensed California Civil engineer to show the proposed on-site drainage design.

**CITY ENGINEERING DIVISION:**

31. Excess material or debris shall be removed from work area daily. Material shall not be stored within public traffic areas, pedestrian or vehicular.
32. Access to driveway and aisle shall be maintained and open at all times.
33. Pavement surface shall be restored for full parking area width along longitudinal cuts by grinding and placement of one (1) inch asphalt overlay to the satisfaction of the City Engineer where open trench work occurs. Surface restoration shall extend a minimum of at least ten (10) feet in both directions from the center point of any trench. Striping shall be replaced in kind. Applicant may construct using boring method in lieu of open trench method and repaving.

34. Finish work shall be smooth and properly compacted.
35. Compaction testing of native material and aggregate base shall be furnished to city inspector. The use of two sack slurry cement may be substituted for native material. Tests for compliance, gradation, and oil content shall be submitted to city inspector.
36. Applicant shall place all cable/utility runs underground.
37. An encroachment permit and electrical permit are required prior to commencement of work.
38. Damaged landscape and irrigation shall be replaced in kind.
39. Work hours are limited to 8:30 a.m. and 4:30 p.m. to minimize noise along the north property line.
40. Prior to the start of construction, a plan showing the proposed staging area, employee and construction parking and any proposed equipment and material storage areas shall be submitted to the Director of Public Works for approval.
41. Applicant shall provide a signature block for the City Engineer's approval of final plans.
42. Performance and payment bonds and insurance with the City being named as additional insured will be required prior to permit issuance.
43. All damaged landscape and irrigation facilities shall be repaired within 48 hours. Prior to final permit approval, any landscape and hardscape damaged by the construction shall be restored to its original condition. All replaced landscaping, to include turf, shall be guaranteed for a period of six (6) months. Failed landscaping, as determined by the Director of Public Works, shall be replaced during this time.
44. All affected area of grass/turf shall be replaced with sod, not seed.
45. All existing drainage paths shall remain functional during construction.
46. All pavement patching and replacement shall be done in accordance with City of Placentia Standards.
47. Prior to tree trimming occurring, approval for trimming shall be obtained from the Director of Public Works. Trimming shall be conducted by or under the supervision of a certified arborist.

## **CITY COMMUNITY SERVICES DEPARTMENT**

48. All communication equipment must be placed within the proposed equipment enclosure with exception for standard SCE electric meter and GPS antennas. The location of said items shall be included on the building plans and approved by the Deputy Director of Community Services.
49. The existing planter area at the site of the monopine tower shall be removed and replaced with sod as approved by the Deputy Director of Community Services.
50. All final building materials, to include colors for equipment enclosure doors and vents, block wall, roofing materials, raised planter wall and other amenities included as part of this approval shall be approved by the Deputy Director of Community Services.
51. A copy of the construction schedule shall be provided to the Community Services and Development Services Department prior to obtaining building permits. All changes to construction schedule shall be submitted in writing to both departments prior to said work being conducted.
52. All concrete paths/areas damaged as a result of the project must be replaced at the nearest expansion joints.
53. Specification for masonry block for the equipment enclosure and trash enclosure:  
  
Manufacturer: Orco Block Company  
Type: Split face  
Color: Tan  
Block shall be approved by Deputy Director of Community Services.
54. Raised planter around new "Monopine" shall be 24" high with a bull nose cement cap. Interior of planter shall be coated with water proofing material. A minimum four (4) inch mow strip shall encircle the exterior base of the raised planter. All area outside the planter shall be replanted with sod as approved by the Deputy Director of Community Services. Face of planter shall be covered with the following stone specification:  
  
Manufacturer: El Dorado Stone  
Style: Durango
55. Applicant shall install four (4) exterior security lights on equipment/trash enclosure, one on each side, at a height under roof trim sufficient to provide illumination out from the enclosure. Required security lighting is to be energy efficient light emitting diode (LED) thirty (30) watt equivalent. Lighting shall have high quality shock-proof polycarbonate lens with UV inhibitors and shatterproof/vandal resistant glass. Dark Sky requirements regarding shielding

and reduction of light spillage shall be followed as directed by City. Exterior lighting on the rear of the structure shall be ground focused so as to not spill into adjacent property and protected with metal, vandal proof cage.

Recommended manufacturer: MaxLite or similar.

Model number: MLSWP30LED50

Lumens: 1650

56. Applicant shall furnish two (2) Poly Picnic Tables, model number #113139A-L (Landscape Structures) and one (1) Litter Receptacle, model number #100094A (Landscape Structures) or equivalent as approved by the Director of Community Services for cement pad area located twenty-five feet south-west of monopine location.
57. Applicant shall work with the Public Works Superintendent in installing new sod and irrigation for the areas that have received sod as well as for landscaping within the raised planter area around the new "Monopine".
58. Exterior of equipment enclosure shall be treated with an anti-graffiti coating.
59. Graffiti removal from the "Monopine" structure, raised planter surrounding the monopine and the equipment enclosure shall be within 24 hours of notification by the City to the appropriate Verizon authorities.

**CITY POLICE DEPARTMENT:**

60. Compliance with Placentia Police Department Standard Development Requirements for security. (See Attachment C)
61. Applicant shall install security lights on each side of the equipment enclosure/trash enclosure structure as prescribed by Condition No. 55.

**ORANGE COUNTY FIRE AUTHORITY:**

62. Developer/Applicant shall comply with all site development requirements specified by the Orange County Fire Authority (OCFA). (See Attachment D)

**Attachment "C"**  
**Placentia Police Department Standard Development Requirements**

# PLACENTIA POLICE DEPARTMENT

APPLICATION: Use Permit 2012-01 201 N. Bradford Avenue (Kramer Park)

## COMMERCIAL & INDUSTRIAL SECURITY STANDARD DEVELOPMENT REQUIREMENTS

*The following standards shall be **required** for all commercial/industrial developments when applicable. No modifications shall be made without the approval of the Chief of Police.*

### EXTERIOR DOORS

#### **Sliding Doors:**

Sliding glass doors shall be of tempered glass with locking bolt that grips door and frame together and prevents the door from being pried in an upward direction. The strike area shall be reinforced to prevent prying and disengagement of the locking bolt. Anti-lift out device(s) shall be installed in the upper channel above the moving panel to prevent raising and removal from the tract while in the closed position.

#### **Other Doors:**

Wood doors and aluminum stile doors shall be used only as front entry doors. **ALL OTHER DOORS SHALL BE METAL.**

Wood doors shall be of solid core construction with the minimum thickness of one and three-fourths (1  $\frac{3}{4}$ ) inches. Wood panel doors with panels less than one (1) inch thick shall be covered on the inside with a minimum sixteen (16) U.S. gauge sheet steel, or its equivalent, which is to be attached with screws on minimum six (6) inch centers.

Metal doors shall be of a minimum sixteen (16) U.S. gauge and have sufficient reinforcement to maintain the designed thickness of the door when any locking device is installed. Such reinforcement shall restrict collapsing of the door around any locking device. Metal jambs shall be used.

Doors with glass panels and/or glass within thirty-six (36) inches of locking mechanism shall be fully tempered glass or rated burglary resistant material.

Door stops on wooden jambs for in-swinging door shall be of one piece construction with the jamb. Jambs for all doors shall be constructed or protected so as to prevent violation of the strike.

All swinging exterior wood and steel doors shall be equipped as follows:

Single doors: equipped with "single unit" containing door knob and single cylinder deadbolt. (Single turn of the knob also retracts the locked deadbolt.) Deadbolt must have one (1) inch throw and exterior case hardened, rotating steel cylinder guard.

Or:

Equipped with single or double cylinder deadbolt in which no other device is located in the area where door hardware is usually installed.

If double cylinder deadbolt is used, the inside key operated lock must simultaneously operate an indicator stating that the assembly is "locked" or "opened."

**(Exterior Doors, Continued...)**

In either case, a sign must also be displayed above the front door indicating that the front door is to remain "unlocked" during business hours. Letter size to be minimum one (1) inch in size on contrasting background.

Aluminum stile, single door: equipped with a double cylinder, minimum one and one-half (1½) inch upswing or one (1) inch slide deadbolt and exterior case hardened, rotating steel cylinder guard and minimum of five (5) pin tumblers. The inside key-operated lock must simultaneously operate an indicator stating that the assembly is "locked" or "open." A sign must also be displayed above the door indicating that the door is to remain "unlocked" during business hours. Letter size to be minimum of one (1) inch in height on contrasting background.

The inactive leaf of all double door(s) shall be equipped with metal flush bolts having a minimum embedment of five-eighths (5/8) inch into the head and threshold of the door frame.

The strike plate for deadbolts on all wood framed doors shall be constructed of minimum sixteen (16) U.S. gauge steel, bronze, or brass and secured to the jamb by minimum of two screws, which must penetrate at least two (2) inches into solid backing beyond the surface to which the strike is attached.

Strike area for metal or aluminum framed doors must be constructed or protected to prevent violation of strike area.

Hinges for out-swinging doors shall be equipped with non-removable hinge pins or a mechanical interlock to prevent removal of the door from the exterior by removing the hinge pins.

Panic hardware, whenever required by the Uniform Building Code or Title 19, California Administrative Code, shall be installed as follows:

- (1) Panic hardware shall contain a minimum of two (2) locking points on each door; or

- (2) On single doors, panic hardware may have one locking point which is not to be located at either the top or bottom rails of the door frame. The door shall have an astragal constructed of steel .125 thick which shall be attached with non-removable bolts to the outside of the door. The astragal shall extend a minimum of six (6) inches vertically above and below the latch of the panic hardware. The astragal shall be a minimum of two (2) inches wide and extend a minimum of one (1) inch beyond the edge of the door to which it is attached.
- (3) Double doors containing panic hardware shall have an astragal attached to the doors at their meeting point which will close the opening between them, but not interfere with the operation of either door.

Deadbolt locks shall not be used on doors that are required to have panic hardware.

Overhead or sliding doors shall be secured on the inside by minimum one-half (1/2) inch slide bolt(s) protruding at least one (1) inch into the door frame at floor; or secured on outside by a case hardened or minimum ten (10) gauge steel construction slide bolt using a padlock having a hardened steel shackle locking both at heel and toe with a minimum five (5) pin tumbler operation. Locking bar or bolt to extend through the receiving guide minimum of one (1) inch.

Doors exceeding ten (10) feet in width shall have two locking points on opposite sides.

### **WINDOWS**

No louvered windows shall be used.

Windows and/or transoms having a pane exceeding ninety-six (96) square inches in an area with the smallest dimension exceeding six (6) inches shall be protected in the following manner:

- (1) Fully tempered glass or burglary resistant material\*; or
- (2) Inside or outside iron bars of at least one-half (1/2) inch round or one by one-quarter (1 x 1/4) inch flat steel material, spaced not more than five (5) inches apart and securely fastened with non-removable bolts; or
- (3) Inside or outside iron or steel grills of at least twelve (12) gauge material with not more than a two (2) inch mesh and securely fastened with non-removable bolt.

The protective bars or grills shall be able to be opened if such windows are required to be opened by the Uniform Building Code.

### **ROOF OPENINGS**

Skylights shall be fully tempered glass or rated burglary resistant material\*; or

- (1) Protected by iron bars at least one-half (1/2) inch round material spaced not more than five (5) inches apart; or

- (2) Steel grill at least twelve (12) gauge material of two (2) inch mesh (maximum) securely mounted under the skylight.

Ventilator skylights with side openings exceeding ninety-six (96) square inches in an area with the smallest dimension exceeding six (6) inches shall be protected as in (1) or (2) above.

Air ducts or vents exceeding ninety-six (96) square inches in an area with the smallest dimension exceeding six (6) inches on roof or exterior walls shall be covered by iron or steel bars of at least one-half (1/2) inch material spaced not more than five (5) inches apart; or steel grills of at least twelve (12) gauge material of two (2) inch mesh (maximum) securely mounted.

### **HATCHWAYS**

Hatchways on the roof, if not of metal construction, shall be covered on the inside with sixteen (16) gauge sheet metal, or its equivalent, and secured from the inside with a slide bar or slide bolt. Outside hinges shall be equipped with non-removable hinge pins.

### **LADDERS**

Ladders leading to the roof shall do so from the interior of the building.

### **BURGLARY RESISTANT MATERIAL**

- (1) Products intended for use shall be permanently labeled as such.
- (2) Materials used shall meet UL 972 Standards for Safety Burglary Resistant Glazing Materials.
- (3) Only materials approved by ICBO shall be used.

### **ADDRESS**

The address number shall be mounted near the front entry of each building or other conspicuous location and be no less than six (6) inches high. They shall be mounted on a contrasting background and easily visible from the street or walkway. If rear-vehicular access, the same numbers, no less than six (6) inches high shall be displayed on the rear of the building.

Numerals of the street address shall be displayed on the uppermost roof, in luminous paint or other material capable of being read from the air. Minimum numeral size shall be twenty-four (24) inches. The building designation, if within a complex (such as "A" or "B" etc) shall accompany displayed street address.

### **EXTERIOR LIGHTING**

Exterior lighting of an intensity of at least twenty-five hundredths (.25) foot-candles shall be provided adjacent to doors and windows. Exterior bulbs shall be protected by polycarbonate or other weather and vandal resistant globe or cover. Light(s) shall be

operated during hours of darkness through either photovoltaic sensors or appropriate timers.

Parking lots for use by the general public and/or employees shall be provided with exterior lighting of an intensity of at least one (1) foot-candle of light on the parking surface and operated from dusk until at least one-half (1/2) hour after the termination of business.

**Attachment "D"**  
**Orange County Fire Authority (OCFA) Special Conditions of Approval**



# ORANGE COUNTY FIRE AUTHORITY

Fire Prevention Department

P. O. Box 57115, Irvine, CA 92619-7115 • 1 Fire Authority Road, Irvine, CA 92602

Planning and Development Services • [www.ocfa.org](http://www.ocfa.org) • (714) 573-6100 / Fax (714) 368-8843

Date: December 29, 2011

To: City of Placentia Planning Division  
Attention: Monique Schwartz, Project Manager

From: Lynne Pivaroff, Fire Prevention Analyst

Subject: **OCFA Service Request SR #156151, City Reference #Use Permit 2012-01  
201 N. Bradford, Placentia  
Service Code: PR105 Site Development Review/CUP**

The OCFA has reviewed the proposed project and there do not appear to be any significant issues associated with this proposal that would prevent further submittals to the OCFA should the city approve the CUP. Please provide the conditions listed below on the resolution issued to the applicant.

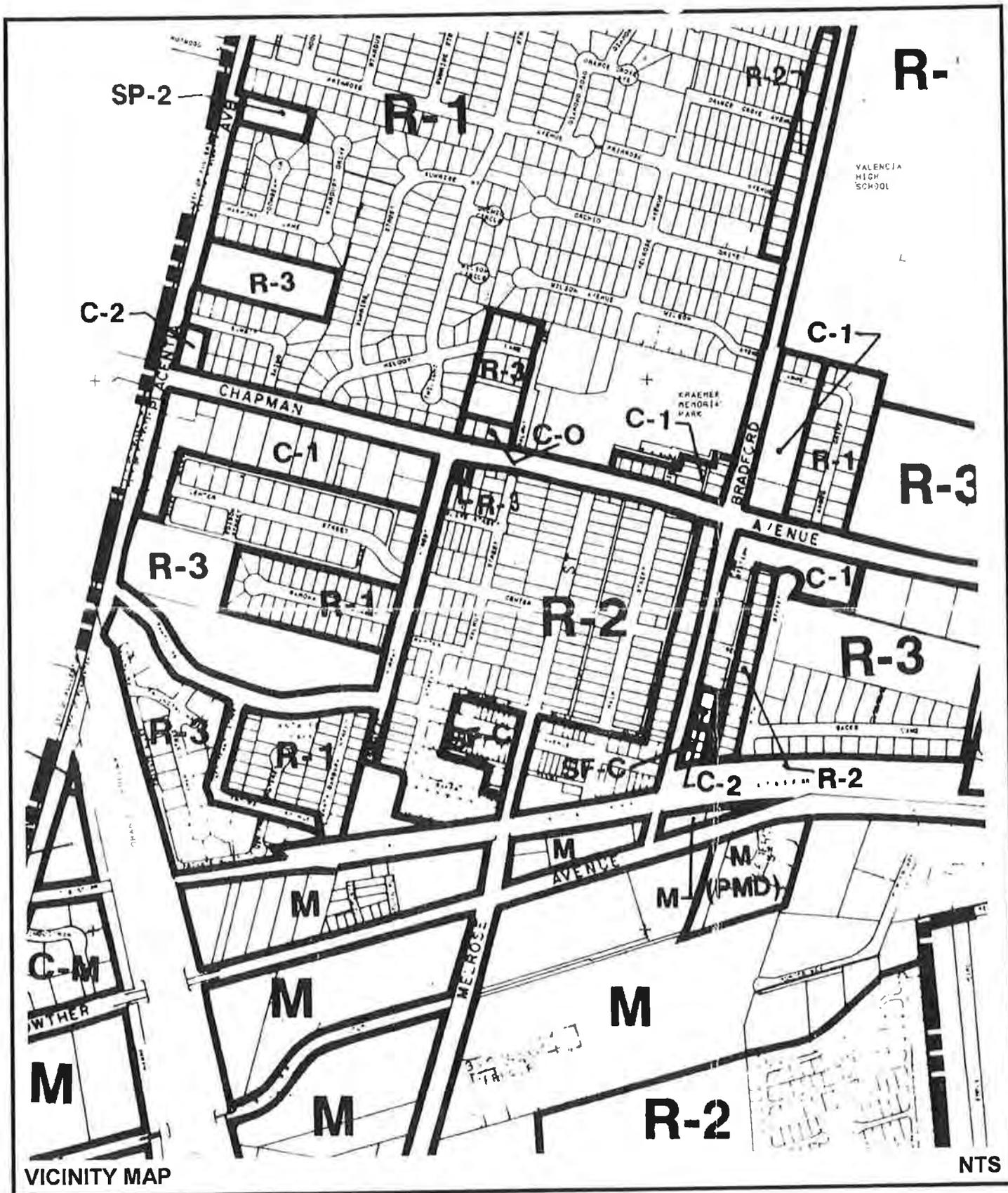
## CONDITIONS OF APPROVAL

Plan Submittal: The applicant or responsible party shall submit the plan(s) listed below to the Orange County Fire Authority for review. Approval shall be obtained on each plan prior to the event specified.

### *Prior to issuance of a building permit:*

- Battery (service codes PR370-PR375), for any system containing an aggregate quantity of electrolyte with hazard classification(s) in excess of the permit issuance threshold amount listed in CFC Appendix Chapter 1, Section 105

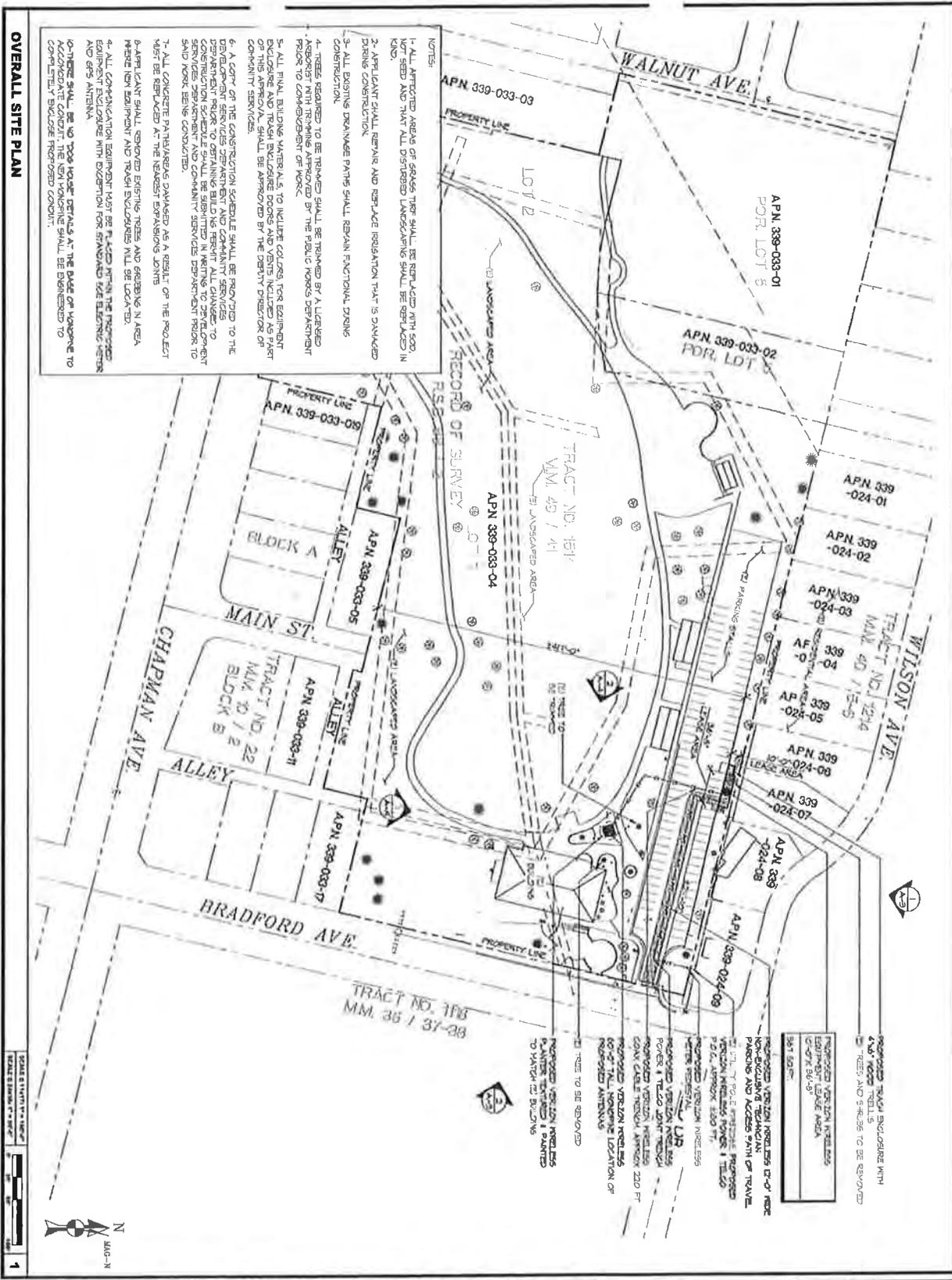
If you need additional information or clarification, please contact me by phone at (714) 573-6133, by fax at (714) 368-8843, or by email: [lynnepivaroff@ocfa.org](mailto:lynnepivaroff@ocfa.org).



PLANNING DIVISION REPORT  
 UP 2012-01  
 Exhibit 1







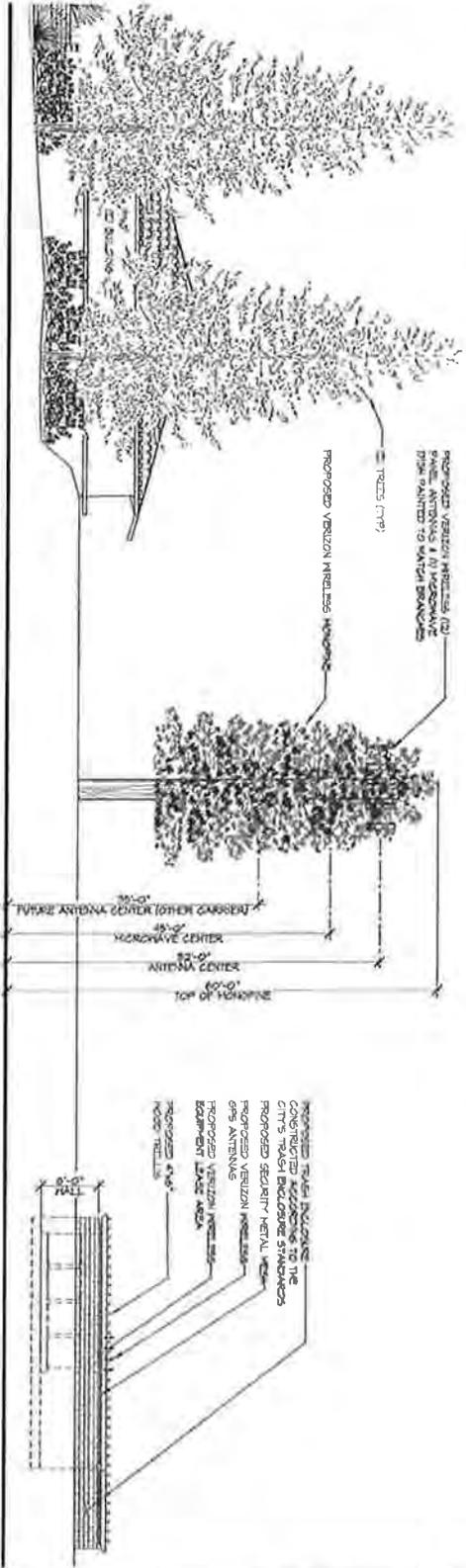
- NOTES:**
- 1- ALL AFFICED AREAS OF GRADE, TREE SHALL BE REPLACED WITH 40% NEW TREES AND THAT ALL DISTURBED LANDSCAPING SHALL BE REPLACED IN KIND.
  - 2- APPLICANT SHALL RETAIN AND REPLACE IRRIGATION THAT IS DANKED DURING CONSTRUCTION.
  - 3- ALL EXISTING DRAINAGE PATHS SHALL REMAIN FUNCTIONAL DURING CONSTRUCTION.
  - 4- TREES REQUIRED TO BE TRIMMED SHALL BE TRIMMED BY A LICENSED ARBORIST WITH TRIMMING APPROVED BY THE PUBLIC WORKS DEPARTMENT PRIOR TO COMMENCEMENT OF WORK.
  - 5- ALL FINAL BUILDING MATERIALS TO INCLUDE COLORS FOR EQUIPMENT ENCLOSURE AND TRASH ENCLOSURE DOORS AND VENTS INCLUDED AS PART OF THIS APPROVA SHALL BE APPROVED BY THE DEPUTY DIRECTOR OF COMMUNITY SERVICES.
  - 6- A COPY OF THE CONSTRUCTION SCHEDULE SHALL BE PROVIDED TO THE DEVELOPMENT SERVICES DEPARTMENT AND COMMUNITY SERVICES DEPARTMENT PRIOR TO START OF CONSTRUCTION. THE SCHEDULE TO BE PROVIDED TO THE DEVELOPMENT SERVICES DEPARTMENT AND COMMUNITY SERVICES DEPARTMENT PRIOR TO START OF CONSTRUCTION.
  - 7- ALL CONCRETE PAVEMENTS DAMAGED AS A RESULT OF THE PROJECT MUST BE REPLACED AT THE NEAREST EXPANSION JOINTS.
  - 8- APPLICANT SHALL REMOVE EXISTING TREES AND EXISTING N, N, AREA WHERE NEW EQUIPMENT AND TRASH ENCLOSURES WILL BE LOCATED.
  - 9- ALL COMMUNICATION EQUIPMENT MUST BE PLACED WITHIN THE PROTECTED EQUIPMENT ENCLOSURE WITH EXCEPTION FOR REMOVED FOR ELECTRIC WERES AND GPS ANTENNA.
  - 10- THERE SHALL BE NO "DOOR HOUSE" DETAILS AT THE BASE OF WOODPILE TO ACCOMMODATE CONDUIT. THE NEW WOODPILE SHALL BE ENGINEERED TO COMPLETELY ENCLOSE PROTECTED CONDUIT.

SCALE 1" = 100' 1/4" = 125' 1/2" = 150' 3/4" = 175' 1" = 200'

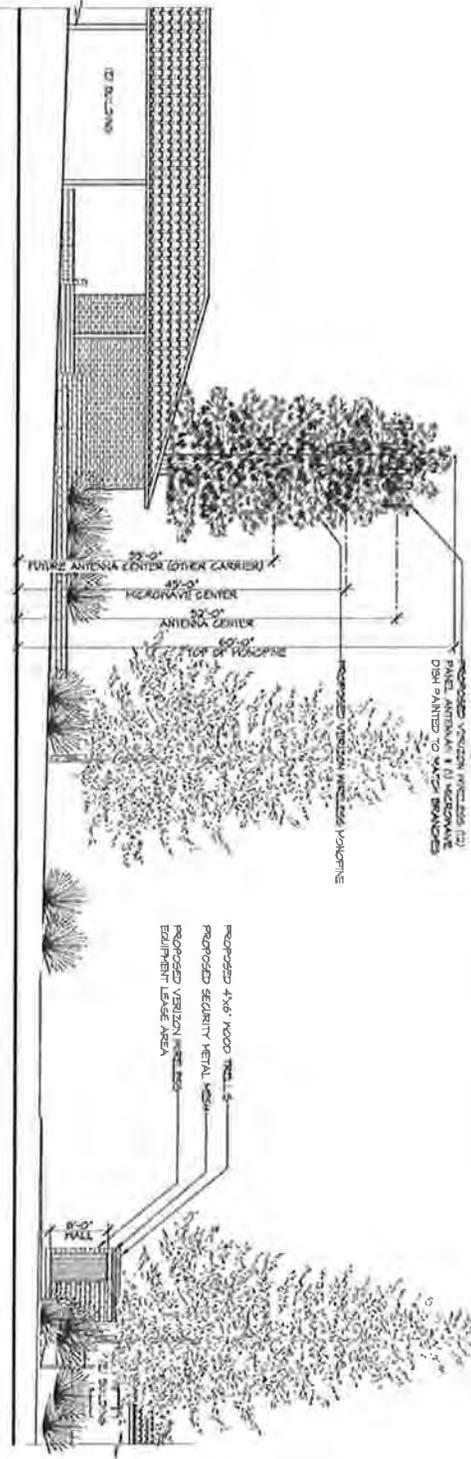


<b>Veri onwireless</b> 4350 SAND CANYON AVE BUILDING 20 1ST FLOOR IRVINE, CA 92618 PHONE (949) 838-1138		<b>ULSANG ARCHITECTURE</b> 1500 N. GARDEN ST. SUITE 200 IRVINE, CA 92614 PHONE (949) 838-1138																																	
<b>PLANNING DIVISION REPORT</b> APPLICATION: <u>UP 2012-01</u> EXHIBIT: <u>2</u> PAGE <u>3</u> OF <u>4</u> DATE: <u>Feb 14, 2012</u>																																			
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VALENCIA HS KRAEMER PARK 201 NORTH BRADFORD AVENUE PLACENTIA, CA 92870																																			
<b>OVERALL SITE PLAN</b>																																			
<b>A-1</b>																																			





**NORTH ELEVATION**



**EAST ELEVATION**

**Verizon** Wireless  
 15505 SAND CANYON AVE  
 BUILDING D, 1ST FLOOR  
 IRVINE, CA 92618

**ULSLANG**  
 ARCHITECTURE  
 30000 RAYBURN AVE  
 SUITE 100  
 IRVINE, CA 92618  
 PHONE: (949) 838-1128  
 FAX: (949) 838-1129

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5	11/28/11	CLIENT
6	11/23/11	CITY

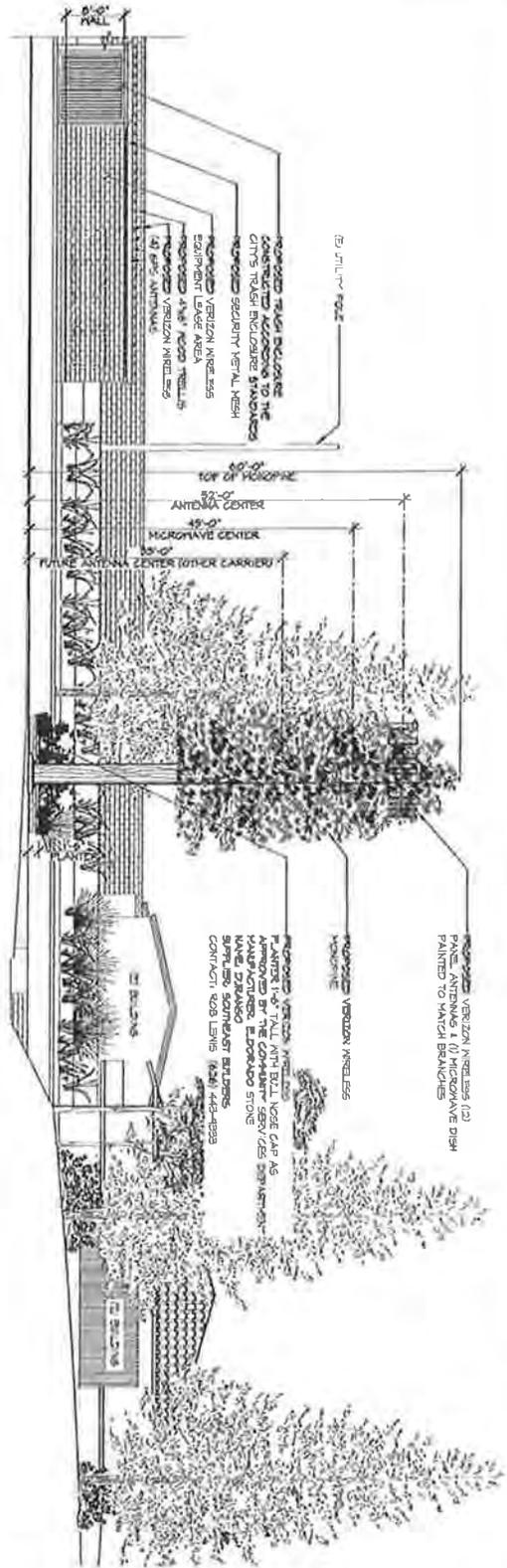
**PLANNING DIVISION REPORT**  
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 EXHIBIT: 3  
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 DATE: Feb. 14, 2012

SHEET TITLE  
**ELEVATIONS**

SHEET NUMBER  
**A-3**

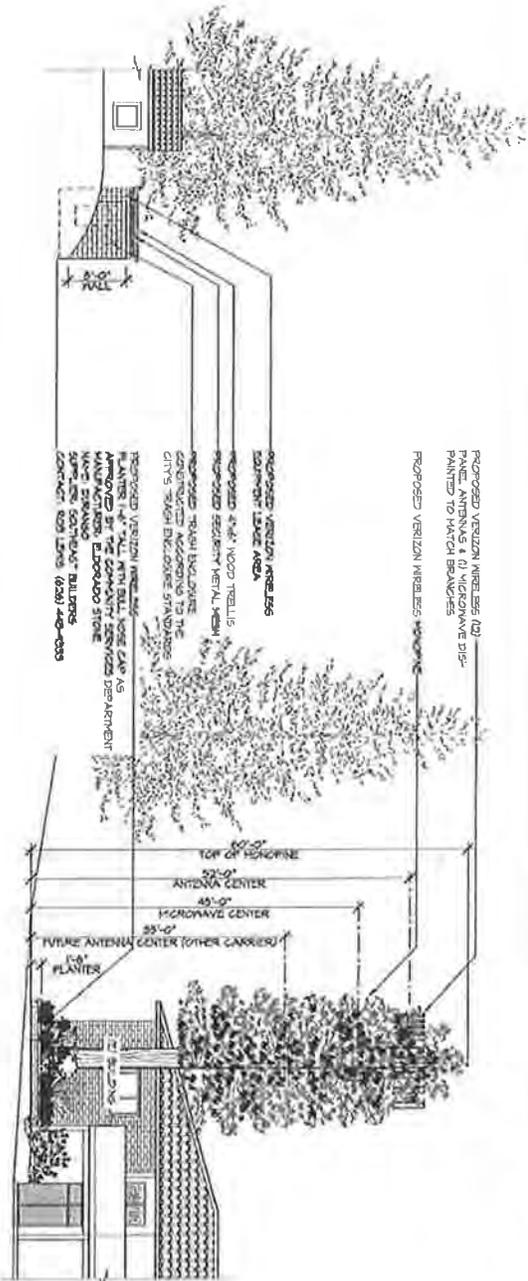
VALENCIA HS  
 KRAEMER PARK  
 201 NORTH BRADFORD AVENUE  
 PLACENTIA, CA 92870

**SOUTH ELEVATION**



SCALE 1/8" = 1'-0"  
 SCALE 3/16" = 1'-0"  
 1

**WEST ELEVATION**



SCALE 1/8" = 1'-0"  
 SCALE 3/16" = 1'-0"  
 2

**Ulsang**  
 ARCHITECTURE  
 3000 VAN GORDON DRIVE, SUITE 200  
 RIVERSIDE, CA 92506  
 PHONE: (951) 539-1138  
 FAX: (951) 539-1139

**Ulsang**  
 ARCHITECTURE

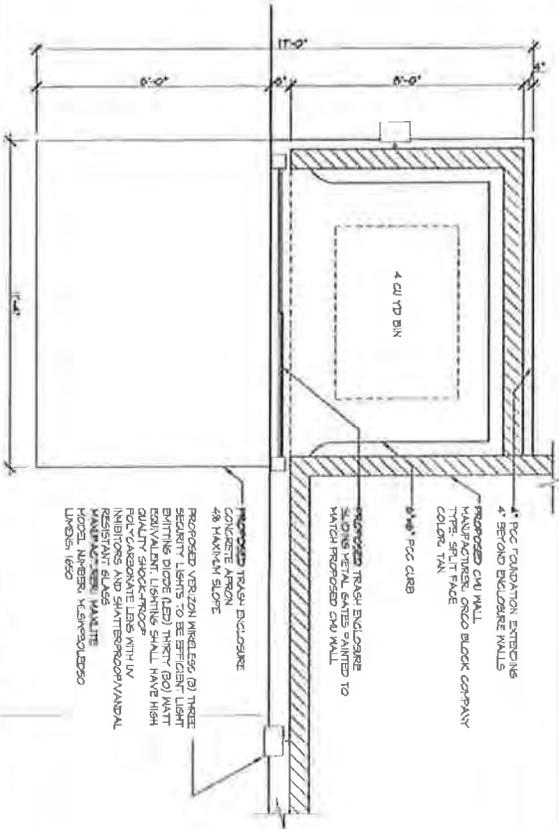
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6	11/23/11	CITY COMMENTS	U/C

VALENCIA HS  
 KRAEMER PARK  
 201 NORTH BRAYBROOK AVENUE  
 PLACENTIA, CA 92670

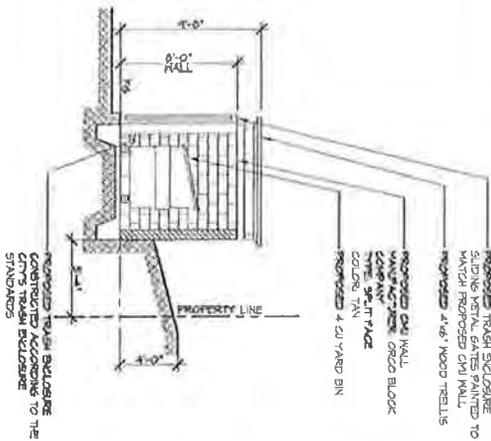
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**ELEVATIONS**  
 SHEET NUMBER  
**A-4**

**TRASH ENCLOSURE PLAN**



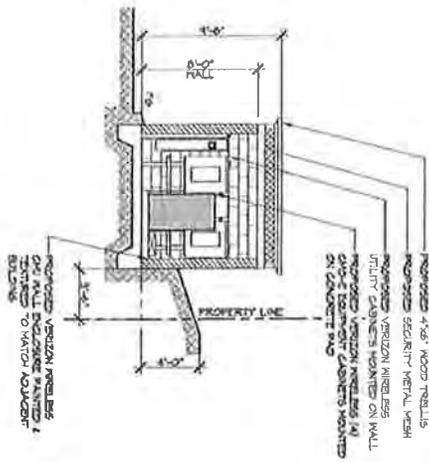
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 0' 2' 4' 6' 8' 10'

**TRASH ENCLOSURE SECTION**



SCALE: 3/16" = 1'-0"  
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**EQUIPMENT SECTION**



SCALE: 3/16" = 1'-0"  
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**SECTIONS & TRASH ENCLOSURE PLAN**

SHEET NUMBER: **A-5**

VALENCIA HS  
 KRAEMER PARK  
 231 NORTH BRADFORD AVENUE  
 PLACENTA, CA 92670

**PLANNING DIVISION REPORT**  
 APPLICATION: UP 2012-01  
 EXHIBIT: 4  
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2	05/18/12	JM	ISSUE FOR PERMITS
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4	06/10/12	JM	ISSUE FOR PERMITS
5	11/04/12	JM	ISSUE FOR PERMITS
6	11/23/12	JM	ISSUE FOR PERMITS

**Ulsang ARCHITECTURE**  
 1500 N. BROADWAY, SUITE 200  
 IRVINE, CA 92618  
 PHONE: (949) 259-1130

**Verizon Wireless**  
 1505 SAND CANYON AVE  
 BUILDING 907 1st FLOOR  
 IRVINE, CA 92618



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL  
VIA: CITY ADMINISTRATOR  
FROM: ASSISTANT CITY ADMINISTRATOR  
DATE: MARCH 6, 2012  
SUBJECT: **CONSIDERATION OF APPOINTMENTS TO THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE CITY OF PLACENTIA AND AUTHORIZATION FOR STAFFING SUPPORT**  
FISCAL IMPACT: UNKNOWN FISCAL IMPACT WITHIN ADMINISTRATIVE COST ALLOWANCE PROVIDE FOR UNDER STATE CODE

### **SUMMARY:**

Per California Health and Safety Code Section 34179, an Oversight Board shall be formed for the Successor Agency of the Redevelopment Agency of the City of Placentia. The Oversight Board shall consist of seven (7) members, of which two (2) appointments are to be made by the Mayor, one of which shall represent the employees of the former redevelopment agency. Additionally, staff support for the Oversight Board will need to be provided to include legal representation, other than the City Attorney, due to inherent potential for conflict of interest resulting from the conflicting responsibilities of the Successor Agency and the Oversight Board. This action will seek consideration and appointment of two members to the Oversight Board for the Successor Agency of the Redevelopment Agency of the City of Placentia as well as provide direction to the City Administrator for staffing resources.

### **RECOMMENDATION:**

It is recommended that the Mayor take the following actions:

- 1.) Approve the appointment of a member to the Oversight Board per H&SC §34179(a)(2); and,
- 2.) Approve the appointment of a member representing the employees of the former redevelopment agency to the Oversight Board per H&SC §34179(a)(7); and,

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

- 3.) Provide direction to the City Administrator for staffing resources in support of the Oversight Board.

### **DISCUSSION:**

Upon the effective date of Assembly Bill 1X 26 (AB 1X 26), the State of California dissolved redevelopment agencies and replaced them with Successor Agencies tasked with "winding down" the business of the former redevelopment agencies. The legislation also established Oversight Boards to

**4.b.**

**March 6, 2012**

review and approve certain actions of the Successor Agency. The Oversight Board is to be comprised of seven (7) members, two of whom are to be selected by the Mayor. Of the remaining members, two are selected by the Board of Supervisors, one by the Superintendent of the Orange County Department of Education, one by the Chancellor of California Community Colleges and one by the "the largest special tax district in the City," which is the Placentia Library District.

The composition of the Board is unwieldy as it is to be comprised of members of different agencies with potentially divergent issues. It is Staff's intent to have in place the City/Successor Agency's selections as soon as possible in order to expedite the process of convening and executing the Oversight Board's stated responsibilities and to meet required timelines.

Staff requests that the City Council take into account the following information in its consideration of this matter:

### **Mayor's Appointments to the Oversight Board**

As stated above, the Oversight Board consists of seven (7) members, two (2) of whom as stipulated by the enacting legislation are appointed by the Mayor. Of these, one member is an at-large appointment and the other member represents employees of the Agency. Although the Agency did not have any full or part-time employees, fractional parts of three (3) full-time City employees were paid for with Agency funds: the City Administrator; Assistant City Administrator; and, Finance Director. Accordingly, those employees were 'unrepresented' and therefore any City employee can be appointed to the Board.

Although AB 1X 26 does not require Council approval of the Mayor's appointments to the Oversight Board, historically the City has always appointed members of committees and commissions through City Council action. However, this brings up several potential issues.

The first issue relates to compliance with the Maddy Act (§ 57974 of the Government Code). The Maddy Act requires that vacancies for public appointments be made available to members of the public and that a copy of the local appointment list be placed in the largest public library in the jurisdiction. Generally, the local appointment list for upcoming vacancies is published before the first day of the calendar year and the City Clerk's office complies with this requirement. However, since oversight boards did not come into existence until February 1, 2012, the vacant positions may be considered to be "unscheduled vacancies." As such, Section 57974 (a) of the Maddy Act states: "**Whenever an unscheduled vacancy occurs in any board, commission, or committee for which the *legislative body* has the appointing power, whether due to resignation, death, termination, or other causes, a special vacancy notice shall be posted in the office of the clerk of the local agency, the library designated pursuant to Section 54973, and in other places as directed by the legislative body, not earlier than 20 days before or not later than 20 days after the vacancy occurs. Final appointment to the board, commission, or committee shall not be made by the legislative body for at least 10 (ten) working days after the posting of the notice in the clerk's office.**" [emphasis added]

However, as emphasized, the Maddy Act states explicitly the term "legislative body" as triggering the requirement. It is unclear if AB 1X 26 purposely has the Mayor make the appointment to avoid triggering the Maddy Act requirement, but it is generally opined that if the Mayor makes the appointment then the Maddy Act is not a factor. While following the Maddy Act may not be a large problem other than the posting of the vacancies would come more than 20 days after the vacancy is

deemed to occur, time continues to become an issue due to the need to follow the State's timelines. Accordingly, in adhering to the letter of the law (AB 1X 26), the recommended action is that the Mayor make the appointments.

With respect to Oversight Board members, the Legislature has modified the rule against holding incompatible offices to allow any individual to be appointed to up to five oversight boards and simultaneously hold an office in a city. In considering appointments to the oversight boards many cities and counties are considering appointing its elected officials to the oversight boards. Health and Safety Code §34179 (i) states in part: "Notwithstanding Section 1099 of the Government Code [Incompatible Offices], or any other law, any individual may simultaneously be appointed to up to five oversight boards and may hold an office in a city, county, city and county, special district, school district, or community college district." The legislative intent of this section appears to be to allow an individual to serve as an elected board member of a taxing agency within the former RDA area and also as an oversight board member without having to forfeit the first office.

Although this language seems to be a clear exemption to the incompatible offices doctrine, many jurisdictions (out of an abundance of caution) are advising against appointing its council or board members to oversight boards because of the potential clash of fiduciary duties. This potential clash of duties is more pronounced for City Council members where the individual is both a member of the oversight board and the governing board of the successor agency due to the issue discussed further below.

### **Conflict of Interest**

As discussed above, the subject of potential Conflicts of Interest in the winding down process is ever present. The Successor Agency and the Oversight Board may have conflicting interests and desires in connection with the winding down of the Agency's affairs. In a sense, the two entities serve different constituencies, with the Successor Agency (City Council) tied to the immediate community and its ongoing redevelopment efforts, while the Oversight Board is tasked with ensuring the interests of the taxing entities are protected by swiftly winding down the redevelopment agency's activities and freeing up tax revenue for the taxing entities. While both entities are charged with making sure enforceable obligations are paid, there may be differing points of view about the best way to achieve that objective and how to dispose of assets. The range of activities that are subject to oversight Board review include:

- a. Determinations regarding whether agreements between the former redevelopment agency and the City are enforceable obligations and whether such agreements should be terminated.
- b. Refunding of outstanding bonds or other debt of the former redevelopment agency by successor agencies in order to provide for savings or to finance debt service spikes.
- c. Setting aside of amounts in reserves as required by documents governing the issuance of outstanding redevelopment agency bonds.
- d. Negotiating compensation agreements with taxing entities if the City wishes to retain any properties or other assets for future redevelopment activities.

- e. Establishment of the Recognized Obligation Payment Schedule.
- f. Disposition of assets and properties of the former redevelopment agency that were funded by tax increment revenues of the dissolved redevelopment agency.
- g. Termination of agreements that do not qualify as enforceable obligations.
- h. Transfer of housing responsibilities, rights, powers, duties, and obligations and funds in the Low and Moderate Income Housing Fund.
- i. Determinations regarding early termination of agreements between the former redevelopment agency and any other public entity in the county obligating the redevelopment agency to provide funding for any debt service obligations of the other public entity or the construction or operation of facilities owned or operated by the other public entity.
- j. Determinations regarding early termination or renegotiation of contracts between the dissolved redevelopment agency and private parties.

The very nature of the decisions listed above makes clear the potential for differing interests and viewpoints. Given this differing interest and expressing a need for abundance of caution to protect Council Members, it is recommended that members of the City Council not be appointed to the Oversight Board. Additionally, based on the differing interest between the Successor Agency and Oversight Board, it is generally assumed the City Attorney will have a conflict of interest in acting as legal counsel to both the Successor Agency and the Oversight Board and therefore separate counsel is required.

### **Staffing and Support of the Oversight Board**

To avoid the potential conflicts of interest stated above, the Oversight Board will require legal counsel separate from that serving the City Council and Successor Agency. It is expected the Oversight Board will require interim staff support while it is organizing, in addition to having some continuing need for staff support provided by the City acting as Successor Agency.

- a. To discharge the Successor Agency's responsibility for organizing and establishing the Oversight Board, the City Council, acting as the Successor Agency, should direct the City Administrator:
  - To appoint and authorize, in his sole discretion, one or more employees of the City acting as the Successor Agency to take such actions as he deems necessary to assist in organizing and establishing the Oversight Board; and,
  - After seeking advice from the City Attorney, appoint interim legal counsel to the Oversight Board.
- b. To assist the City Administrator in carrying out the above directions, the City Clerk's Office will provide all reasonable assistance and staff support required to organize and establish the Oversight Board in its duties to comply with the Ralph A. Brown Act.

## Appointment Process

Based on the above discussion, it is recommended that the Mayor discuss his appointment recommendations during this agenda item and gain understanding and concurrence from the remainder of the City Council, but that the official appointment be afforded to the Mayor per State law. It is Staff opinion that the due to the uncertainty of the law, pending any clean up legislation, that in an abundance of caution no member of the City Council be appointed to the Oversight Board.

### FISCAL IMPACT:

There is no fiscal impact from the appointment of two members to the Oversight Board. Unknown but potentially nominal fiscal impact related to staffing services, including legal services, provided to the Oversight Board by the Successor Agency which is eligible to be reimbursed by existing tax increment as authorized by AB 1X 26.

Prepared by:

Reviewed and approved by:



Kenneth A. Domer  
Assistant City Administrator,  
Development Services



Troy L. Butzlaff, ICMA-CM  
City Administrator

### Attachments:

Health and Safety Code §§ 34179-34181

## **HEALTH AND SAFETY CODE SECTION 34179-34181**

**34179.** (a) Each successor agency shall have an oversight board composed of seven members. The members shall elect one of their members as the chairperson and shall report the name of the chairperson and other members to the Department of Finance on or before January 1, 2012. Members shall be selected as follows:

(1) One member appointed by the county board of supervisors.

(2) One member appointed by the mayor for the city that formed the redevelopment agency.

(3) One member appointed by the largest special district, by property tax share, with territory in the territorial jurisdiction of the former redevelopment agency, which is of the type of special district that is eligible to receive property tax revenues pursuant to Section 34188.

(4) One member appointed by the county superintendent of education to represent schools if the superintendent is elected. If the county superintendent of education is appointed, then the appointment made pursuant to this paragraph shall be made by the county board of education.

(5) One member appointed by the Chancellor of the California Community Colleges to represent community college districts in the county.

(6) One member of the public appointed by the county board of supervisors.

(7) One member representing the employees of the former redevelopment agency appointed by the mayor or chair of the board of supervisors, as the case may be, from the recognized employee organization representing the largest number of former redevelopment agency employees employed by the successor agency at that time.

(8) If the county or a joint powers agency formed the redevelopment agency, then the largest city by acreage in the territorial jurisdiction of the former redevelopment agency may select one member. If there are no cities with territory in a project area of the redevelopment agency, the county superintendent of education may appoint an additional member to represent the public.

(9) If there are no special districts of the type that are eligible to receive property tax pursuant to Section 34188, within the territorial jurisdiction of the former redevelopment agency, then the county may appoint one member to represent the public.

(10) Where a redevelopment agency was formed by an entity that is both a charter city and a county, the oversight board shall be composed of seven members selected as follows: three members appointed by the mayor of the city, where such appointment is subject to confirmation by the county board of supervisors, one member appointed by the largest special district, by property tax share, with territory in the territorial jurisdiction of the former redevelopment agency, which is the type of special district that is eligible to receive property tax revenues pursuant to Section 34188, one member appointed by the county superintendent of education to represent schools, one member appointed by the Chancellor of the California Community Colleges to represent community college districts, and one member representing employees of the former redevelopment agency appointed by the mayor of the city where such an appointment is subject to confirmation by the county board of supervisors, to represent the largest number of former redevelopment agency employees employed by the successor agency at that time.

(b) The Governor may appoint individuals to fill any oversight board member position described in subdivision (a) that has not been filled by January 15, 2012, or any member position that remains vacant for more than 60 days.

(c) The oversight board may direct the staff of the successor agency to perform work in furtherance of the oversight board's duties and responsibilities under this part. The successor agency shall pay for all of the costs of meetings of the oversight board and may include such costs in its administrative budget. Oversight board members shall serve without compensation or reimbursement for expenses.

(d) Oversight board members shall have personal immunity from suit for their actions taken within the scope of their responsibilities as oversight board members.

(e) A majority of the total membership of the oversight board shall constitute a quorum for the transaction of business. A majority vote of the total membership of the oversight board is required for the oversight board to take action. The oversight board shall be deemed to be a local entity for purposes of the Ralph M. Brown Act, the California Public Records Act, and the Political Reform Act of 1974.

(f) All notices required by law for proposed oversight board actions shall also be posted on the successor agency's Internet Web site or the oversight board's Internet Web site.

(g) Each member of an oversight board shall serve at the pleasure of the entity that appointed such member.

(h) The Department of Finance may review an oversight board action taken pursuant to the act adding this part. As such, all oversight board actions shall not be effective for three business days, pending a request for review by the department. Each oversight board shall designate an official to whom the department may make such requests and who shall provide the department with the telephone number and e-mail contact information for the purpose of communicating with the department pursuant to this subdivision. In the event that the department requests a review of a given oversight board action, it shall have 10 days from the date of its request to approve the oversight board action or return it to the oversight board for reconsideration and such oversight board action shall not be effective until approved by the department. In the event that the department returns the oversight board action to the oversight board for reconsideration, the oversight board shall resubmit the modified action for department approval and the modified oversight board action shall not become effective until approved by the department.

(i) Oversight boards shall have fiduciary responsibilities to holders of enforceable obligations and the taxing entities that benefit from distributions of property tax and other revenues pursuant to Section 34188. Further, the provisions of Division 4 (commencing with Section 1000) of the Government Code shall apply to oversight boards. Notwithstanding Section 1099 of the Government Code, or any other law, any individual may simultaneously be appointed to up to five oversight boards and may hold an office in a city, county, city and county, special district, school district, or community college district.

(j) Commencing on and after July 1, 2016, in each county where more than one oversight board was created by operation of the act adding this part, there shall be only one oversight board appointed as follows:

(1) One member may be appointed by the county board of supervisors.

(2) One member may be appointed by the city selection committee established pursuant to Section 50270 of the Government Code. In a city and county, the mayor may appoint one member.

(3) One member may be appointed by the independent special district selection committee established pursuant to Section 56332 of the Government Code, for the types of special districts that are eligible to receive property tax revenues pursuant to Section 34188.

(4) One member may be appointed by the county superintendent of education to represent schools if the superintendent is elected. If the county superintendent of education is appointed, then the appointment made pursuant to this paragraph shall be made by the county board of education.

(5) One member may be appointed by the Chancellor of the California Community Colleges to represent community college districts in the county.

(6) One member of the public may be appointed by the county board of supervisors.

(7) One member may be appointed by the recognized employee organization representing the largest number of successor agency employees in the county.

(k) The Governor may appoint individuals to fill any oversight board member position described in subdivision (j) that has not been filled by July 15, 2016, or any member position that remains vacant for more than 60 days.

(l) Commencing on and after July 1, 2016, in each county where only one oversight board was created by operation of the act adding this part, then there will be no change to the composition of that oversight board as a result of the operation of subdivision (b).

(m) Any oversight board for a given successor agency shall cease to exist when all of the indebtedness of the dissolved redevelopment agency has been repaid.

**34180.** All of the following successor agency actions shall first be approved by the oversight board:

(a) The establishment of new repayment terms for outstanding loans where the terms have not been specified prior to the date of this part.

(b) Refunding of outstanding bonds or other debt of the former redevelopment agency by successor agencies in order to provide for savings or to finance debt service spikes; provided, however, that no additional debt is created and debt service is not accelerated.

(c) Setting aside of amounts in reserves as required by indentures, trust indentures, or similar documents governing the issuance of outstanding redevelopment agency bonds.

(d) Merging of project areas.

(e) Continuing the acceptance of federal or state grants, or other forms of financial assistance from either public or private sources, where assistance is conditioned upon the provision of matching funds, by the successor entity as successor to the former redevelopment agency, in an amount greater than 5 percent.

(f) (1) If a city, county, or city and county wishes to retain any properties or other assets for future redevelopment activities, funded from its own funds and under its own auspices, it must reach a compensation agreement with the other taxing entities to provide payments to them in proportion to their shares of the base property tax, as determined pursuant to Section 34188, for the value of the property retained.

(2) If no other agreement is reached on valuation of the retained assets, the value will be the fair market value as of the 2011 property tax lien date as determined by the county assessor.

(g) Establishment of the Recognized Obligation Payment Schedule.

(h) A request by the successor agency to enter into an agreement with the city, county, or city and county that formed the redevelopment agency that it is succeeding.

(i) A request by a successor agency or taxing entity to pledge, or to enter into an agreement for the pledge of, property tax revenues pursuant to subdivision (b) of Section 34178.

**34181.** The oversight board shall direct the successor agency to do all of the following:

(a) Dispose of all assets and properties of the former redevelopment agency that were funded by tax increment revenues of the dissolved redevelopment agency; provided, however, that the oversight board may instead direct the successor agency to transfer ownership of those assets that were constructed and used for a governmental purpose, such as roads, school buildings, parks, and fire stations, to the appropriate public jurisdiction pursuant to any existing agreements relating to the construction or use of such an asset. Any compensation to be provided to the successor agency for the transfer of the asset shall be governed by the agreements relating to the construction or use of that asset. Disposal shall be done expeditiously and in a manner aimed at maximizing value.

(b) Cease performance in connection with and terminate all existing agreements that do not qualify as enforceable obligations.

(c) Transfer housing responsibilities and all rights, powers, duties, and obligations along with any amounts on deposit in the Low and Moderate Income Housing Fund to the appropriate entity pursuant to Section 34176.

(d) Terminate any agreement, between the dissolved redevelopment agency and any public entity located in the same county, obligating the redevelopment agency to provide funding for any debt service obligations of the public entity or for the construction, or operation of facilities owned or operated by such public entity, in any instance where the oversight board has found that early termination would be in the best interests of the taxing entities.

(e) Determine whether any contracts, agreements, or other arrangements between the dissolved redevelopment agency and any private parties should be terminated or renegotiated to reduce liabilities and increase net revenues to the taxing entities, and present proposed termination or amendment agreements to the oversight board for its approval. The board may approve any amendments to or early termination of such agreements where it finds that amendments or early termination would be in the best interests of the taxing entities.



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

FROM: CITY ADMINISTRATOR

DATE: MARCH 6, 2012

SUBJECT: **RECOMMENDATION TO APPROVE COOPERATIVE AGREEMENT C-2-1330 BETWEEN ORANGE COUNTY TRANSPORTATION AUTHORITY AND CITY OF PLACENTIA FOR THE RICHFIELD ROAD WIDENING PROJECT**

### FISCAL

IMPACT: EXPENSE: \$347,000.00 FOR PROFESSIONAL AND CONSTRUCTION SERVICES  
OFFSETTING REVENUE: \$227,000 OCTA AND \$72,000 GAS TAX BOND FUNDS, \$48,000 PREVIOUS PROJECT EXPENDITURES

### SUMMARY:

The Orange County Transportation Authority (OCTA), in partnership with the cities of Anaheim, Fullerton, Yorba Linda, and Placentia is implementing seven railroad grade separation projects along the Orangethorpe railroad corridor. Lakeview Avenue will be closed to traffic during construction of the Lakeview Avenue Railroad Grade Separation Project. The Traffic Management Plan identifies Richfield Road as the primary detour route. The improvements resulting from this project will alleviate an existing choke point on Richfield Road allowing vehicular traffic to move more smoothly than currently exists. This action will approve a Cooperative Agreement between the City of Placentia and OCTA defining the terms, conditions, and funding responsibilities for the Richfield Road Widening Project and adopt a resolution amending the current year Capital Improvement Program budget.

### RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Approve Cooperative Agreement No. C-2-1330 between the City of Placentia and the Orange County Transportation Authority for the Richfield Road Widening Project; and
2. Authorize the Mayor to execute the Cooperative Agreement on behalf of the City; and
3. Approve the attached budget resolution appropriating \$299,000 to Account 333552-6185 J/L 6102040155 (Capital Projects – Richfield Road Widening)

### DISCUSSION:

Lakeview Avenue will be closed to traffic during construction of the Lakeview Avenue Railroad Grade Separation Project. The Traffic Management Plan identifies Richfield Road as the primary detour route. The existing Richfield Road at Atwood Channel includes two southbound lanes and one northbound lane. In order for Richfield Road to accommodate the detour traffic, the Richfield Road

**4.c.**

**March 6, 2012**

crossing at Atwood Channel (Project) must be widened to provide an additional northbound lane. OCTA has agreed to share costs of the project with the City. The proposed Project improvements will include bridge widening, asphalt concrete pavement, concrete curb and gutter, and sidewalk. This work is required to be completed by July 2013, prior to commencement of construction of the Lakeview Avenue Railroad Grade Separation Project. The City will serve as the lead agency for environmental clearance, final design, right-of-way (ROW) engineering and acquisition, permitting, utility relocation, construction, construction management, public outreach, and maintenance of the Project. OCTA will serve as a funding agency for the Project.

In order to advance the Project, a cooperative agreement with OCTA is proposed to define the specific terms, conditions, funding responsibilities, and maintenance requirements for this work. The key terms in the proposed Cooperative Agreement include the following:

City agrees to:

- Obtain the California Environmental Quality Act clearance for the Project and adhere to environmental constraints.
- Perform all necessary design activities and prepare the plans, specifications, and estimate and other contract documents necessary to bid and construct the Project.
- Perform all necessary ROW acquisition for the Project.
- Clear all necessary ROW by December 2012.
- Obtain all necessary permits for the construction of the Project.
- Perform construction bid advertisement and award the construction contract for the Project.
- Perform construction and contract administration for the Project.
- Contribute to the final costs of the Project, in an amount not to exceed \$120,000, for environmental clearance, final design, ROW engineering and acquisition, permitting, utility relocation, construction management, public outreach, and maintenance.
- Perform all necessary public outreach for the Project.
- Perform all long-term maintenance of Richfield Road during project construction and a project completion.
- Complete the Project by July 2013, prior to commencement of construction of the Lakeview Avenue Railroad Grade Separation Project.

OCTA agrees to:

- Act as a funding agency for the Project.
- Contribute to the final costs of the Project, in an amount not to exceed \$227,000, for construction. Cost shares shall be adjusted up or down proportionally based on the final total cost of the Project. If final costs exceed the not-to-exceed amounts stated herein, an amendment to this cooperative agreement will be brought to the Board of Directors (Board) for approval.

The project has been on the City's Capital Improvement Program for several years and at one point had partial funding, but was unable to move forward because of timing and funding concerns. The Richfield Road Widening Project was not originally considered for funding under the OC Bridges

Project until HR Green demonstrated the project's significant need for traffic circulation once Lakeview Avenue is closed.

**FISCAL IMPACT:**

OCTA will provide \$227,000 for construction costs related to the Richfield Road Widening Project. The City is required to provide a match of \$120,000. The City's match will pay for costs related to a design update, project management, construction administration, public outreach, and Orange County Flood Control District permit costs. The City is able to use all past expenditures related to the project. Based on the work that has already been done on the project, the City has spent \$48,000 for design services that will be applied towards its required match. In addition, the City will be able to allocate staff time used in the development and completion of the project towards its match.

Under the terms of the Cooperative Agreement, the City is required to complete the project and submit invoices for reimbursement. Since this project was not funded in the current Capital Improvement Program a budget resolution appropriating funds is needed. The City can utilize the proceeds from the Gas Tax Bond to cover the cost of this project until invoices can be submitted to OCTA for reimbursement. Since the City has already spent \$48,000 for design services on this project, which will be applied against its \$120,000 match, a balance of \$72,000 remains. The City had allocated \$80,000 from the Gas Tax Bond for the Richfield Road Widening Project so sufficient funds are available to satisfy our match requirement.

If the City Council approves the Cooperative Agreement, Staff will update the existing design, prepare specifications and solicit construction bids. Upon completion of the bid process Staff will bring an award of contract back to the City Council for approval.

Prepared by:



Michael A. McConaha  
Senior Management Analyst

Reviewed and approved:



Troy L. Butzlaff, ICMA-CM  
City Administrator

**Attachments:**

1. OCTA Cooperative Agreement – Richfield Road Widening
2. Budget Resolution



1           **WHEREAS**, AUTHORITY and CITY have determined that improvements along the Richfield  
2 Road crossing of the Atwood Channel are required to accommodate vehicular detour traffic during  
3 construction of the Lakeview Avenue grade separation project; and

4           **WHEREAS**, AUTHORITY and CITY desire to enter into a Cooperative Agreement to define  
5 specific terms, conditions, and funding responsibilities between the AUTHORITY and CITY for the  
6 environmental clearance, engineering design and construction, right-of-way engineering and  
7 acquisition, utility relocation, public outreach, construction, construction management, and maintenance  
8 of the improvements along the Richfield Road crossing of Atwood Channel as shown in Exhibit A  
9 (hereinafter referred to as the "PROJECT"); and

10           **WHEREAS**, CITY agrees to act as the lead agency for the environmental clearance,  
11 engineering design, right-of-way engineering and acquisition, permitting, utility relocation, public  
12 outreach, construction, construction management, and maintenance of the PROJECT; and

13           **WHEREAS**, AUTHORITY agrees to act as a funding agency for the PROJECT; and

14           **WHEREAS**, AUTHORITY agrees to contribute an amount not to exceed Two Hundred Twenty  
15 Seven Thousand Dollars (\$227,000), based on a current estimate of \$347,000, for the PROJECT.  
16 AUTHORITY's contribution shall be sixty-five percent (65%) of the total PROJECT costs based on the  
17 current estimate. AUTHORITY's cost share for the PROJECT shall be adjusted proportionally based  
18 on the final total project cost; and

19           **WHEREAS**, CITY agrees to contribute an amount not to exceed One Hundred Twenty  
20 Thousand Dollars (\$120,000), based on a current estimate of \$347,000, for the PROJECT. CITY's  
21 contribution shall be thirty-five percent (35%) of the total PROJECT costs based on the current  
22 estimate. CITY's cost share for the PROJECT shall be adjusted proportionally based on the final total  
23 project cost; and

24           **WHEREAS**, CITY agrees to sell, in a manner acceptable to the AUTHORITY, excess right of  
25 way from all property previously acquired by the CITY for the GRADE SEPARATION PROJECTS.  
26 In accordance with California Transportation Commission Resolution TA-01-10 for the CITY's Traffic

1 Congestion Relief Program (TCRP) grant, all net proceeds from the resale of any right of way  
2 acquired by the CITY with TCRP funds for the GRADE SEPARATION PROJECTS, shall be  
3 provided to the AUTHORITY to be used for the grade separation projects along the Orangethorpe  
4 rail corridor.

5 **WHEREAS**, this Cooperative Agreement defines the specific terms, conditions and funding  
6 responsibilities between the AUTHORITY and CITY for the completion of the PROJECT; and

7 **WHEREAS**, the Board of Directors approved this Agreement on the 13<sup>th</sup> day of February, 2012;  
8 and

9 **WHEREAS**, the CITY Council approved this Agreement on the \_\_\_\_ day of \_\_\_\_\_,  
10 2012.

11 **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and CITY as  
12 follows:

13 **ARTICLE 1. COMPLETE AGREEMENT**

14 A. This Agreement, including any attachments incorporated herein and made applicable  
15 by reference, constitutes the complete and exclusive statement of the term(s) and conditions(s) of  
16 this agreement between AUTHORITY and CITY and it supersedes all prior representations,  
17 understandings, and communications. The invalidity in whole or in part of any term or condition of  
18 this Agreement shall not affect the validity of other term(s) or conditions(s) of this Agreement.

19 B. The above referenced Recitals are true and correct and are incorporated by  
20 reference herein.

21 C. AUTHORITY'S failure to insist on any instance(s) of CITY's performance of any  
22 term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of  
23 AUTHORITY's right to such performance or to future performance of such  
24 term(s) or condition(s), and CITY's obligation in respect thereto shall continue in full force and effect.  
25 Changes to any portion of this Agreement shall not be binding upon AUTHORITY except when  
26 specifically confirmed in writing by an authorized representative of AUTHORITY by way of a written

1 amendment to this Agreement and issued in accordance with the provisions of this Agreement.

2 D. CITY's failure to insist on any instance(s) of AUTHORITY's performance of any  
3 term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of  
4 CITY's right to such performance or to future performance of such term(s) or condition(s), and  
5 AUTHORITY's obligation in respect thereto shall continue in full force and effect. Changes to any  
6 portion of this Agreement shall not be binding upon CITY except when specifically confirmed in  
7 writing by an authorized representative of CITY by way of a written amendment to this Agreement  
8 and issued in accordance with the provisions of this Agreement.

9 **ARTICLE 2. SCOPE OF AGREEMENT**

10 This Agreement specifies the terms, conditions, funding roles and responsibilities of the Parties  
11 as they pertain to the subjects, projects addressed herein. Both AUTHORITY and CITY agree that  
12 each will cooperate and coordinate with the other in all activities covered by this Agreement and any  
13 other supplemental agreements that may be required to facilitate purposes thereof.

14 **ARTICLE 3. RESPONSIBILITIES OF AUTHORITY**

15 AUTHORITY agrees to the following responsibilities for the PROJECT:

16 A. To provide funding for the PROJECT.

17 B. To reimburse CITY for actual costs, within 30 calendar days of receipt of an invoice for  
18 construction of the PROJECT, in an amount not to exceed Two Hundred Twenty Seven Thousand  
19 Dollars (\$227,000) as shown in Exhibit B. This amount shall be adjusted proportionally based on total  
20 project value. AUTHORITY's contribution shall be limited to sixty-five percent (65%) of the total  
21 PROJECT costs.

22 **ARTICLE 4. RESPONSIBILITIES OF CITY**

23 CITY agrees to the following responsibilities for the PROJECT:

24 A. To be the implementing agency for the PROJECT.

25 B. To be the lead agency for the environmental clearance, engineering design,  
26 /

1 right-of-way engineering and acquisition, permitting, public outreach, construction, and construction  
2 management of the PROJECT.

3 C. To provide plans, specifications, and estimates (PS&E) prior to advertisement for  
4 bids for construction of the PROJECT.

5 D. To monitor the activities of staff, agents, contractors, consultants and employees  
6 to ensure compliance with the approved PROJECT schedules, quality, and budget goals.

7 E. To prepare construction contract documents, advertise and award construction  
8 contract and conduct construction administration of the PROJECT.

9 F. To coordinate development and construction of the PROJECT with the  
10 AUTHORITY and hold regular technical, traffic management, public relations, and various other project  
11 meetings to brief the AUTHORITY on the status of the PROJECT, solicit their input, and provide a  
12 forum to discuss and resolve project and local agency issues.

13 G. To implement a Public Awareness Campaign (PAC) during design and  
14 construction of the PROJECT, that advises the AUTHORITY, local businesses, residents, elected  
15 officials, motorists, and media of construction status, and street detours.

16 H. To contribute, in an amount not-to-exceed One Hundred Twenty Thousand  
17 Dollars \$120,000 for the PROJECT, as shown in Exhibit B. This amount shall be adjusted  
18 proportionally based on total project value. CITY's contribution shall be limited to thirty-five percent  
19 (35%) of the total PROJECT costs.

20 I. To obtain all necessary permits for the PROJECT.

21 J. To collaborate and cooperate with the AUTHORITY staff, its consultants,  
22 employees, agents, and contractors during construction of PROJECT.

23 K. To certify the right-of-way prior to advertisement for bids for construction of the  
24 PROJECT.

25 L. To perform right-of-way closeout activities inclusive of record of survey and final  
26 mapping and transfer of title for the PROJECT.

1 M. To complete PROJECT by July 2013, prior to commencement of the Lakeview  
2 Avenue Railroad Grade Separation Project

3 N. Upon completion of the improvements, CITY shall take control and maintain the  
4 PROJECT.

5 O. To submit monthly invoices to the AUTHORITY for actual costs incurred by the  
6 CITY for the completion of the PROJECT, up to a total aggregate Not-to-Exceed amount of \$227,000.  
7 CITY shall submit final invoice no later than ninety (90) calendar days after final acceptance of  
8 PROJECT. Invoices shall be submitted in duplicate to AUTHORITY's Accounts Payable Office. Each  
9 invoice shall include the following information:

- 10 a. Agreement Number C-2-1330
- 11 b. The time period covered by the invoice and the work for which payment is being  
12 requested;
- 13 c. Progress Report which includes a detailed description of the progress of PROJECT;
- 14 d. Total invoice amount and supporting documentation for all expenses incurred; and
- 15 e. Such other information as requested by AUTHORITY.

16 O. To sell, in a manner acceptable to the AUTHORITY, excess right of way from all  
17 property previously acquired by the CITY for the GRADE SEPARATION PROJECTS. In  
18 accordance with California Transportation Commission Resolution TA-01-10 for the CITY's TCRP  
19 grant, all net proceeds from the resale of any right of way acquired by the CITY with TCRP funds for  
20 the GRADE SEPARATION PROJECTS, shall be provided to the AUTHORITY for the grade  
21 separations along the Orangethorpe rail corridor.

22 **ARTICLE 5. DELEGATED AUTHORITY**

23 The actions required to be taken by CITY in the implementation of this Agreement are  
24 delegated to its City Administrator, or his designee, and the actions required to be taken by  
25 AUTHORITY in the implementation of this Agreement are delegated to its Chief Executive Officer.

26 /

1           **ARTICLE 6. AUDIT AND INSPECTION**

2           AUTHORITY and CITY shall maintain a complete set of records in accordance with generally  
3           accepted accounting principles. Upon reasonable notice, AUTHORITY and CITY shall permit each  
4           PARTY's authorized representatives to inspect and audit all work, materials, payroll, books, accounts,  
5           and other data and records of the other PARTY for a period of four (4) years after final payment, or until  
6           any on-going audit is completed. For purposes of audit, the date of completion of this Agreement shall  
7           be the date of the AUTHORITY's final notice of project completion. Each PARTY shall have the right to  
8           reproduce any such books, records, and accounts of the other PARTY relative to PROJECT. The  
9           above provision with respect to audits shall extend to and be included in contracts with CITY's  
10          contractors and subcontractors.

11           **ARTICLE 7. MAXIMUM OBLIGATION**

12          AUTHORITY's maximum obligation for all costs under this Agreement shall not exceed Two  
13          Hundred Twenty Seven Thousand Dollars (\$227,000), as shown in Exhibit B, unless such maximum  
14          obligation is modified by an amendment to this Agreement. CITY's maximum obligation for all costs  
15          under this Agreement shall not exceed One Hundred Twenty Thousand Dollars (\$120,000) as shown in  
16          Exhibit B, unless such maximum obligation is modified by an amendment to this Agreement.

17           **ARTICLE 8. INDEMNIFICATION**

18          A.       CITY shall indemnify, defend and hold harmless AUTHORITY, its officers, directors,  
19          employees and agents from and against any and all claims (including attorney's fees and reasonable  
20          expenses for litigation or settlement) for any loss or damages, bodily injuries,  
21          including death, worker's compensation subrogation claims, damage to or loss of use of property  
22          alleged to be caused by the negligent acts, omissions or willful misconduct by CITY, its officers,  
23          directors, employees or agents in connection with or arising out of the performance of this Agreement.

24          B.       AUTHORITY shall indemnify, defend and hold harmless CITY, its officers, directors,  
25          employees and agents from and against any and all claims (including attorney's fees and reasonable  
26          expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, worker's

1 compensation subrogation claims, damage to or loss of use of property alleged to be caused by the  
2 negligent acts, omissions or willful misconduct by AUTHORITY, its officers, directors, employees or  
3 agents in connection with or arising out of the performance of this Agreement.

4 C. The indemnification and defense obligations of this Agreement shall survive its  
5 expiration or termination.

6 **ARTICLE 9. ADDITIONAL PROVISIONS**

7 The AUTHORITY and CITY agree to the following mutual responsibilities for the PROJECT:

8 A. Term of Agreement: This Agreement shall continue in full force and effect through final  
9 acceptance of the PROJECT by the AUTHORITY or June 30, 2014, whichever is later. This Agreement  
10 may be extended upon mutual agreement by both parties.

11 B. Termination: This Agreement may be terminated by either party after giving thirty (30)  
12 days written notice. This Agreement shall not be terminated without mutual agreement of both parties.

13 C. Amendments: This Agreement may be amended in writing at any time by the mutual  
14 consent of both parties. No amendment shall have any force or effect unless executed in writing by  
15 both parties.

16 D. Legal Authority: AUTHORITY and CITY hereto consent that they are authorized to  
17 execute this Agreement on behalf of said parties and that, by so executing this agreement,  
18 the parties hereto are formally bound to the provisions of this Agreement.

19 E. Severability: If any term, provision, covenant or condition of this Agreement is held to be  
20 invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the  
21 remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or  
22 condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

23 F. Counterparts of Agreement: This Agreement may be executed and delivered in any  
24 number of counterparts, each of which, when executed and delivered shall be deemed an original and  
25 all of which together shall constitute the same agreement. Facsimile signatures will be permitted.

26 G. Force Majeure: Either Party shall be excused from performing its obligations under this

1 Agreement during the time and to the extent that it is prevented from performing by an unforeseeable  
2 cause beyond its control, including but not limited to; any incidence of fire, flood; acts of God;  
3 commandeering of material, products, plants or facilities by the federal, state or local government;  
4 national fuel shortage; or a material act or omission by the other party; when satisfactory evidence of  
5 such cause is presented to the other Party, and provided further that such nonperformance is  
6 unforeseeable, beyond the control and is not due to the fault or negligence of the Party not performing.

7 H. Assignment: Neither this Agreement, nor any of the Parties rights, obligations, duties, or  
8 authority hereunder may be assigned in whole or in part by either Party without the prior written consent  
9 of the other Party in its sole and absolute discretion. Any such attempt of  
10 assignment shall be deemed void and of no force and effect. Consent to one assignment shall not be  
11 deemed consent to any subsequent assignment, nor the waiver of any right to consent to such  
12 subsequent assignment.

13 I. Obligations To Comply with Law: Nothing herein shall be deemed nor construed  
14 to authorize or require any Party to issue bonds, notes or other evidences of indebtedness under the  
15 terms, in amounts, or for purposes other than as authorized by local, state or federal law.

16 J. Governing Law: The laws of the State of California and applicable local and federal  
17 laws, regulations and guidelines shall govern this Agreement.

18 K. Headings: The headings of all sections of this Agreement are inserted solely for the  
19 convenience of reference and are not part of and not intended to govern, limit or aid in the construction  
20 or interpretation of any terms or provision thereof.

21 L. Successors and Assigns: The provision of this Agreement shall bind and inure to the  
22 benefit of each of the parties hereto and all successors or assigns of the parties hereto.

23 M. Compliance: AUTHORITY and CITY shall comply with all applicable federal, state, and  
24 local laws, statues, ordinances and regulations of any governmental authority having jurisdiction over  
25 the PROJECT.

26 /

N. Notices: All notices hereunder and communications regarding this Agreement, shall be effected by delivery of said notices in person or by depositing said notices in the U.S. mail, registered, or certified mail and addressed as follows:

To CITY:	To AUTHORITY:
City of Placentia	Orange County Transportation Authority
401 East Chapman Avenue Placentia, CA 92870	550 S. Main Street P. O. Box 14184 Orange, CA 92863-1584
Attention: Jim Smith City Engineer Tel: 714-993-8117 Email: jsmith@placentia.org	Attention: Reem Hashem Principal Contract Administrator Tel: 714-560-5446 Email: rhashem@octa.net

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O. Time is of the Essence - Time is of the essence for the completion of this project pursuant to PROJECT schedules by June 30, 2014.

P. Litigation Fees: Should litigation arise out of this Agreement for the performance thereof, each party shall be responsible for its own costs and expenses, including attorney's fees.

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This AGREEMENT shall be made effective upon execution by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Cooperative Agreement No. C-2-1330 to be executed on the date first above written.

CITY OF PLACENTIA

ORANGE COUNTY TRANSPORTATION  
AUTHORITY

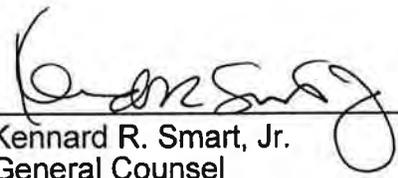
By: \_\_\_\_\_  
Jeremy B. Yamaguchi  
Mayor

By: \_\_\_\_\_  
Will Kempton  
Chief Executive Officer

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Andrew V. Arczynski  
City Attorney

By: \_\_\_\_\_  
  
Kennard R. Smart, Jr.  
General Counsel

ATTEST:

APPROVED:

By: \_\_\_\_\_  
Patrick J. Melia  
City Clerk

By: \_\_\_\_\_  
Jim Beil, P.E.  
Executive Director, Capital Programs

Dated: \_\_\_\_\_



**RESOLUTION NO. R-2012-**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2011/12 IN THE AGGREGATE AMOUNT OF \$299,000.00 IN COMPLIANCE WITH CITY CHARTER §§ 1206 AND 1209 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES.

**A. Recitals.**

(i). The adopted budget for the 2011/12 Fiscal Year sets out estimated appropriations for City expenses throughout the year.

(ii). From time to time the adopted budget must be adjusted when precise expenditures are finally determined or when estimated expenditures exceed projected costs allocated.

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

**B. Resolution .**

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

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

2. The adopted budget for Fiscal Year 2011/12, Resolution No. R-2011-38, as heretofore amended, hereby is amended to reflect the following transfer of funds from the Account specified to the Account specified:

<b>Fund</b>	<b>Description</b>	<b>Department</b>	<b>GL Acct. #</b>	<b>Increase (Decrease)</b>
City Cap Prj	Construction	Public Works	333552-6185 6102040155	299,000
City Cap Prj	Fund Balance	Public Works	0033-3001	(299,000)
				\$ 0

PASSED, ADOPTED AND APPROVED this 6<sup>th</sup> day of March, 2012.

---

JEREMY YAMAGUCHI, MAYOR

Attest:

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PATRICK J. MELIA, CITY CLERK

STATE OF CALIFORNIA  
COUNTY OF ORANGE

I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 6<sup>th</sup> day of March, 2012 by the following vote:

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

---

PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM:

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ANDREW V. ARCZYNSKI, CITY ATTORNEY