



Regular Meeting Agenda December 17, 2013

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

Scott W. Nelson
Mayor

Joseph V. Aguirre
Mayor Pro Tem

Constance M. Underhill
Council Member

Chad P. Wanke
Council Member

Jeremy B. Yamaguchi
Council Member

Patrick J. Melia
City Clerk

Craig S. Green
City Treasurer

Troy L. Butzlaff, ICMA-CM
City Administrator

Andrew V. Arczynski
City Attorney

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

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Mission Statement

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

Vision Statement

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

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

Procedures for Addressing the Council/Board Members

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

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

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

Special Accommodations

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

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

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

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING AGENDA – EXECUTIVE SESSION
December 17, 2013
5:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

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

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. There is a five (5) minute time limit for each individual addressing the City Council and Boards of Directors.

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

CITY COUNCIL:

1. Pursuant to Government Code Section 54956.9(b) for Conference with Legal Counsel Regarding Anticipated Litigation – Two (2) Items
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 Association (PPOA)
 - b. Placentia Police Management Association (PPMA)
 - c. Placentia City Employees Association (PCEA)

City Representatives: Troy L. Butzlaff, City Administrator
Steve Pischel, Dir. Administrative/Community Services
4. Pursuant to Government Code Section 54957 for Public Employee Performance Evaluation
 - a. City Administrator
5. Pursuant to Government Code Section 54956.8 Conference with Real Property Negotiator:
 - a. Property: Vacant 0.0631 Acre Parcel, APN 339-102-01
City Negotiator: Troy L. Butzlaff, City Administrator
Negotiating Parties: Suburban Propane, L.P.
Under Negotiations: Price and Terms of Payment

- b. Property: 312 S. Melrose Street, APN 339-393-10
City Negotiator: Troy Butzlaff, City Administrator
Negotiating Parties: Robert Sonnenblick, Sonnenblick Development, LLC.
Under Negotiations: Price and Terms of Payment

SUCCESSOR AGENCY:

- 1. Pursuant to Government Code Section 54956.8 Conference with Real Property Negotiator:
 - a. Property: 132 Crowther Avenue, APN 339-091-08
Agency Negotiator: Troy L. Butzlaff, Executive Director
Negotiating Parties: Mark McEwen, DMWP, LLC
Under Negotiations: Price and Terms of Lease

ICDA:

- 1. Pursuant to Government Code Section 54956.8 Conference with Real Property Negotiator:
 - a. Property: 235 South Bradford Avenue, APN 339-365-15
Agency Negotiator: Troy L. Butzlaff, Executive Director
Negotiating Parties: Gerald Near
Under Negotiations: Price and Terms of Payment
 - b. Property: 120 South Bradford Avenue, APN 339-052-23
Agency Negotiator: Troy L. Butzlaff, Executive Director
Negotiating Parties: Noah Furie, Budget Capital Corporation
Under Negotiations: Price and Terms of Payment

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

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING AGENDA
December 17, 2013
7:00 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

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

INVOCATION: Police Chaplain Ken Milhander

PLEDGE OF ALLEGIANCE:

PRESENTATIONS: None

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. There is a five (5) minute time limit for each individual addressing 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.i.):

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 Meeting – December 3, 2013
Recommended Action: Approve

- c. **City Fiscal Year 2013-14 Warrant Register for December 4, 2013 through December 17, 2013**
Financial Impact: \$530,739.02
Recommended Action: Approve

COUNCIL CONSENT CALENDAR:

- d. **October 2013 Treasurer's Report**
Financial Impact: None
Recommended Action: It is recommended that the City Council:
1) Receive and file the October 2013 Treasurer's Report
- e. **Transfer of Asset Forfeiture Funds and Authorization to Purchase a Police Service Dog and Associated Canine Team Training and Equipment**
Financial Impact: Transfer of \$10,000 from Asset Forfeiture Revenue Account No.: 210000-4205 to Asset Forfeiture Expenditure Account No.: 213041-6840 J/L 50060. \$10,000 Expenditure of Asset Forfeiture Funds to purchase equipment (Account No.: 213041-6840 J/L 50060) Fiscal Year 2013-14 Budget
Recommended Action: It is recommended that the City Council:
1) Adopt Resolution No. R-2013-60, A Resolution of the City Council of the City of Placentia, California, authorizing a budget amendment in Fiscal Year 2013-14 in the aggregate amount of \$10,000 in compliance with City Charter §§ 1206 and 1209 pertaining to appropriations for actual expenditures
2) Authorize the purchase of a single purpose narcotic police service dog from Drop the Lead K9 Academy with Asset Forfeiture Funds in an amount not to exceed \$4,000
3) Authorize the purchase of narcotic detection canine team training from Drop the Lead K9 Academy with Asset Forfeiture Funds in an amount not to exceed \$3,800
4) Authorize the purchase of an annual training maintenance contract from Drop Lead K9 Academy with Asset Forfeiture in an amount not to exceed \$750
5) Authorize the purchase of K9 unit equipment with Asset Forfeiture Funds in an amount not to exceed \$1,450
6) Authorize the City Administrator or his designee to execute all necessary documents to effectuate these actions
- f. **Approve Cooperative Agreement for Project No. C-3-2084 Between the City of Placentia, City of Anaheim, City of Brea, City of Orange, City of Santa Ana, and Orange County Transportation Authority for the Kraemer Boulevard/Glassell Street/Grand Avenue Corridor Project Regional Traffic Signal Synchronization Project**
Financial Impact: Expense: \$169,309.93 Local Match
Offsetting Revenue: Air Quality Management District (AB 2766 Funds) & Measure M Fairshare
Budgeted: \$169,309.93 (Account No.: 333552-6185 J/L 61120)
Recommended Action: It is recommended that the City Council:
1) Approve the attached Cooperative Agreement for Project No. C-3-2084 between the City of Placentia, City of Anaheim, City of Brea, City of Orange, City of Santa Ana, and Orange County Transportation Authority for the implementation of the Kraemer Boulevard/Glassell Street/Grand

Avenue Corridor Project funded as part of the Measure M2 Regional Traffic Signal Synchronization Program (Project P)

- 2) Authorize the Mayor to execute the Cooperative Agreement on behalf of the City

g. **Approve Amendment No. 2 for Memorandum of Understanding C-12463 with the Orange County Transportation Authority for the Yorba Linda Boulevard Traffic Light Synchronization Program Project**

Financial Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Approve the attached Amendment No. 2 for Memorandum of Understanding C-12463 for Project No. 174-46013 between the City of Placentia, City of Anaheim, City of Fullerton, City of Yorba Linda, and Orange County Transportation Authority for the continuation of the Yorba Linda Boulevard Corridor Project funded as part of the Measure M2 Regional Traffic Signal Synchronization Program (Project P)
- 2) Authorize the Mayor to execute the Amendment No. 2 on behalf of the City

h. **Approval of Amendment No. 4 to the Lease Agreement between the City of Placentia and the Placentia Founders Society for Use of the Bradford House**

Financial Impact: Expense: \$6,850 (Account No.: 404582-6201)

Recommended Action: It is recommended that the City Council:

- 1) Authorize the Mayor and City Clerk to sign the attached Amendment No. 4 to the Lease Agreement between the City and the Placentia Founders Society for the use, maintenance and upkeep of the Bradford House

i. **Renewed Measure M (M2) Expenditure Report for Fiscal Year 2012-13**

Financial Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2013-61, A Resolution of the City Council of the City of Placentia, California, to receive and file the M2 Expenditure Report for Fiscal Year 2012-13

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 and Adoption of an Ordinance Amending Title 23 (Zoning Ordinance) of the Placentia Municipal Code Adding §**

23.90.197 to Chapter 23.90 of Title 23 of the Placentia Municipal Code Allowing Digital and Static Advertising Displays on City-owned Property (Zoning Code Amendment 2013-03)

CEQA Determination: Mitigate Negative Declaration (MND) 2013-01

Mitigation Monitoring and Reporting Program

Financial Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Approve Mitigated Negative Declaration (MND) 2013-01 and direct the City Clerk to file notice of approval thereof as required by law
- 2) Approve the Mitigation Monitoring and Reporting Program to ensure future applications pursuant to the revised code provisions are adequately scrutinized
- 3) Conduct second reading by title only and adopt, Ordinance O-2013-09 entitled, An Ordinance of the City Council of the City of Placentia, California, adding Section 23.90.197 to Chapter 23.90 of Title 23 of the Placentia Municipal Code allowing digital and static advertising displays on city-owned property

SUCCESSOR AGENCY OLD BUSINESS: None

ICDA OLD BUSINESS: None

4. NEW BUSINESS:

COUNCIL/SUCCESSOR AGENCY/ICDA NEW BUSINESS: None

COUNCIL/SUCCESSOR NEW BUSINESS:

a. City Loan to Successor Agency to Fund Cash Flow Shortfall since Dissolution

Financial Impact: Expenditures: RPTTF \$1,265,870 plus interest

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2013-62, A Resolution of the City Council of the City of Placentia, California, Approving a Loan Agreement between the City of Placentia and the Successor Agency to the Redevelopment Agency of the City of Placentia in order for the Successor Agency to pay certain obligations and administrative costs

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

- 1) Adopt Resolution No. RSA-2013-08, A Resolution of the City Council of the City of Placentia, California, Acting as the Successor Agency to the Redevelopment Agency of the City Of Placentia, approving a loan agreement between the City of Placentia and the Successor Agency in order for the Successor Agency to pay certain obligations and administrative costs

COUNCIL/ICDA NEW BUSINESS:

b. Approval of Agreement for Acquisition of Real Property for Downtown Parking

Financial Impact: Appropriation of \$300,000 in unallocated Gas Tax Funds (Account No.: 0017-3001) to Fiscal Year 2013-14 Capital Improvement Program to Industrial Commercial Development Authority for Purchase of Real Property

Recommended Action: It is recommended that the Authority Board:

- 1) Approve the Acquisition Agreement, and authorize and direct the Executive Director to execute the Commercial Property Purchase Agreement and any related documents necessary to fund and effectuate the acquisition transaction in a form acceptable to the City Attorney

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2013-63, A Resolution of the City Council of the City of Placentia, California, authorizing budget amendment in Fiscal Year 2013-14 in the agreement amount of \$300,000 in compliance with City Charter Sections 1206 and 1209 pertaining to appropriations for actual expenditures
- 2) Authorize an intrafund transfer of \$300,000 from the City's Fiscal Year 2013-14 Capital Improvement Budget to the Industrial Commercial Development Authority Capital Fund to facilitate the purchase of the property

COUNCIL NEW BUSINESS:

c. **Annual City Council Appointments to Various Intergovernmental Agencies, Associations, and City Subcommittees**

Financial Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Review the attached list of current appointments to the various intergovernmental agencies, associations, and City Subcommittees and make appointments as desired
- 2) Adopt Resolution No. R-2013-64, A Resolution of the City Council of the City of Placentia, California, designating and appointing its representative and alternate to the Orange County Fire Authority's Board of Directors
- 3) Direct Staff to notify the various intergovernmental agencies, associations, and City Subcommittees of the Council's decision

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 January 7, 2013 at 5:30 p.m.

CERTIFICATION OF POSTING

I, Tania Moreno, Deputy City Clerk for the City of Placentia and Assistant Secretary of the Industrial Commercial Development Authority and Successor Agency, hereby certify that the Agenda for the December 17, 2013 meetings of the City Council, Successor Agency, and Industrial Commercial Development Authority was posted on December 12, 2013.

Tania Moreno, Deputy City Clerk

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING MINUTES – EXECUTIVE SESSION
December 3, 2013
5:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER: Mayor/Board Chair Nelson called the meeting to order at 5:45 p.m.

ROLL CALL:

PRESENT: Council/Agency Members Nelson, Underhill, Wanke, Yamaguchi
ABSENT: None

Councilmember Aguirre arrived at 5:50 p.m.

ORAL COMMUNICATIONS: None

CITY COUNCIL:

1. Pursuant to Government Code Section 54956.9(b) for Conference with Legal Counsel Regarding Anticipated Litigation – Two (2) Items
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 Association (PPOA)
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 - c. Placentia City Employees Association (PCEA)

City Representatives: Troy L. Butzlaff, City Administrator
Steve Pischel, Dir. Administrative/Community Services
4. Pursuant to Government Code Section 54956.8 Conference with Real Property Negotiator:
 - a. Property: Vacant 0.0631 Acre Parcel, APN 339-102-01
City Negotiator: Troy L. Butzlaff, City Administrator
Negotiating Parties: Suburban Propane, L.P.
Under Negotiations: Price and Terms of Payment

SUCCESSOR AGENCY:

1. Pursuant to Government Code Section 54956.8 Conference with Real Property Negotiator:
 - a. Property: 132 Crowther Avenue, APN 339-091-08
Agency Negotiator: Troy L. Butzlaff, Executive Director
Negotiating Parties: Mark McEwen, DMWP, LLC
Under Negotiations: Price and Terms of Lease

ICDA:

1. Pursuant to Government Code Section 54956.8 Conference with Real Property Negotiator:

- a. Property: 235 South Bradford Avenue, APN 339-365-15
Agency Negotiator: Troy L. Butzlaff, Executive Director
Negotiating Parties: Gerald Near
Under Negotiations: Price and Terms of Payment
- b. Property: 120 South Bradford Avenue, APN 339-052-23
Agency Negotiator: Troy L. Butzlaff, Executive Director
Negotiating Parties: Noah Furie, Budget Capital Corporation
Under Negotiations: Price and Terms of Payment

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

CALL TO ORDER:

PRESENT: Council/Agency Members Aguirre, Nelson, Underhill, Wanke, Yamaguchi
ABSENT: None

STAFF PRESENT: City Administrator/Executive Director, Troy L. Butzlaff; City Attorney/Authority Counsel, Andrew V. Arczynski; Director of Administrative and Community Services, Steve Pischel; Director of Public Works, Steve Drinovsky; Chief of Police, Rick Hicks; Deputy Chief of Police, Ward Smith; Interim Director of Finance, Michael Nguyen; Deputy Director of Community Services, Jon Nicks; Management Analyst, Eduardo De La Torre; Management Analyst, Maggie Le; Neighborhood Services Coordinator, Jeannette Ortega; Executive Assistant to the City Administrator, Maria Perez; City Clerk, Patrick Melia; Deputy City Clerk, Tania Moreno; City Clerk Specialist, Candice Martinez

INVOCATION: Police Chaplain Ken Milhander

PLEDGE OF ALLEGIANCE: Councilmember Yamaguchi

The City Council unanimously decided to consider public hearing item 2.b. on the agenda before the reorganization of the City Council.

I. REORGANIZATION OF THE CITY COUNCIL

- a. City Clerk calls for the selection of Mayor of the City of Placentia

City Clerk Melia called for the selection of Mayor.

Mayor Pro Tem Aguirre nominated Mayor Nelson to serve as Mayor, seconded by Councilmember Wanke.

Pursuant to a unanimous roll call vote, Councilmember Nelson was selected to serve as Mayor of the City of Placentia.

- b. Mayor calls for the selection of Mayor Pro Tem of the City of Placentia

Mayor Nelson called for the selection of Mayor Pro Tem.

Councilmember Underhill nominated Mayor Pro Tem Aguirre to serve as Mayor Pro Tem, seconded by Councilmember Wanke.

Pursuant to a unanimous roll call vote, Mayor Pro Tem Aguirre was selected to serve as Mayor Pro Tem of the City of Placentia.

II. COMMENTS –NEWLY APPOINTED MAYOR AND MAYOR PRO TEM

Mayor Pro Tem Aguirre presented Mayor Nelson a token of appreciation in recognition of his service as Mayor.

Mayor Nelson expressed his satisfaction in serving as Mayor and thanked the Councilmember's for the opportunity to serve as Mayor.

III. RECOGNITION OF 2013 MAYOR SCOTT W. NELSON

- a. Congressman Miller's Office
Presenter: District Representative

Congressman Miller's Office District Representative presented Mayor Nelson a certificate of recognition.

Mayor Nelson thanked Congressman Miller's Office District Representative for the recognition.

- b. Congressman Royce's Office
Presenter: District Representative Nick Capito

Congressman Royce's Office District Representative Capito presented Mayor Nelson a certificate of recognition.

Mayor Nelson thanked Congressman Royce's Office District Representative Capito for the recognition.

- c. Senator Huff's Office
Presenter: District Representative David Monroy

Senator Huff's Office District Representative Monroy presented Mayor Nelson a certificate of recognition.

Mayor Nelson thanked Senator Huff's Office District Representative Monroy for the recognition.

- d. Supervisor Nelson's Office
Presenter: District Representative

Supervisor Nelson's Office District Representative presented Mayor Nelson a certificate of recognition.

Mayor Nelson thanked Senator Huff's Office District Representative for the recognition.

RECESS FOR RECEPTION RECOGNIZING MAYOR AND CITY COUNCIL REORGANIZATION

PRESENTATION:

1. Requests for Commendations and Proclamations

- a. Proclamation in Support of California's Medical Injury Compensation Reform Act (MICRA)
Recipient: California Allied for Patient Protection
Presenter: Mayor Nelson

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

A representative of California Allied for Patient Protection coalition was not in attendance, certificate to be mailed out.

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 other reportable actions from Executive Session that evening.

CITY ADMINISTRATOR REPORT:

City Administrator Butzlaff announced that due to the holidays all City facilities would be closed from December 23, 2013 through January 1, 2014. He announced the annual Tamale Festival, Las Posadas, and Winter Holiday Celebration on December 4, 2013. He announced that the City is giving away sand during the rainy season at the City's Corporation Yard.

ORAL COMMUNICATIONS:

Courtney Laughlin, owner of No Limits Learning Center, expressed her concerns regarding the conditional use permit process. She noted that the City initially approved the use permit and that the Orange County Fire Authority (OCFA) declined the permit and requested the installation of a fire sprinkler system. She asked the City to work with the OCFA to help her open her business.

Jeff Buchanan, resident, expressed his concerns regarding Government Code § 54957.96 concerning case review/planning that was cited on the November 5th City Council executive session agenda. He noted that development agreements should be discuss during open meetings.

Iris Maldonado, resident, thanked the City Council and Staff for keeping the public pools opened for the summer.

Craig Green, City Treasurer, expressed his concerns regarding executive session item 1.a. under Successor Agency and the use of general funds.

Laurie Arroyo, resident, expressed her concerns regarding the Placentia Chamber of Commerce occupying a city owned property and the sponsorship given to the Chamber by the Lamar Company. She inquired about the furniture purchased for the Chamber of Commerce facility.

City Administrator Butzlaff noted that the City received a sponsorship from the Gas Company to purchase the furniture for the facility currently occupied by the Placentia Chamber of Commerce. He noted that the Chamber and other entities would be using the facility to promote economical development in the City.

Stanley Nelson, resident, inquired about the shuttle service that would be provided during the annual Tamale Festival and Las Posadas, and Winter Celebration.

Paul Oliveras, resident, inquired about the City's waste collection rates.

Dwayne DeRose, President of the Placentia Chamber of Commerce, noted that the Chambers is one of possibly four entities that would be occupying the facility to promote economical development. He noted that it is common for a city to fund their local chamber of commerce.

Joshua Correa, resident, thanked Council for their consideration on the billboard locations. He urged City Council to walk the process prudently and asked them to consider a 100 feet restriction.

Maria Lang, Brea resident, inquired about the lack of a fire sprinkler system in the Council Chambers. She spoke in support of Ms. Laughlin petition.

City Administrator Butzlaff noted that each conditional use permit application is different.

Ron Ricer, Yorba Linda resident, expressed his concerns regarding the conditional use permit process. He spoke in support of Ms. Laughlin petition.

Jane Laughlin, resident, expressed her concerns regarding the conditional use permit process. She noted that the conditional use permit issued to Courtni Laughlin stated that there were no further requirements. She noted that Ms. Laughlin signed a one-year lease agreement. She urged the City to work with OCFA to help Ms. Laughlin open her business.

CITY COUNCIL/BOARD MEMBERS COMMENTS AND REPORTS:

Councilmember Wanke encouraged everyone to attend the annual Tamale Festival and Las Posadas event.

Councilmember Yamaguchi noted that he would be volunteering at the Tamale Festival and Las Posadas event. He noted that his decisions are not discriminatory.

Mayor Pro Tem Aguirre expressed his condolences to the Manasserro family.

City Administrator Butzlaff provided a brief overview of the status of the No Limits Learning Center conditional use permit application. He noted that Ms. Laughlin submitted a use permit application, but there was a confusion regarding the classification of the permit. He noted that OCFA determined that the facility is an I4 classification and it requires a fire sprinkler system. He noted that the request was forwarded to the State Fire Marshal's Office. He noted that the State would determine the use classification. He noted that the City is trying to find a solution.

OCFA Division Chief Concepcion noted that the request was forward to the State Fire Marshal's Office and the interpretation might take months.

Mayor Nelson asked who ultimately makes a determination.

OCFA Division Chief Concepcion responded that an I4 classification requires a fire sprinkler system, but the State would make the ultimate decision.

Mayor Nelson asked for clarification on the Brown Act.

City Attorney Arczynski noted that all agendas items are properly listed on each agenda.

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

A motion was made by Councilmember Yamaguchi, seconded by Councilmember Wanke, to approve Consent Calendar Item Nos. 1.a. through 1.f. Councilmember Yamaguchi

removed item 1.d. for separate discussion. Councilmember Wanke removed item 1.e. for separate discussion.

COUNCIL/SUCCESSOR AGENCY/ICDA CONSENT CALENDAR:

- a. **Consideration to Waive Reading in Full of all Ordinances and Resolutions**
Financial Impact: None
Recommended Action: Approve
(5 – 0, as recommended)

- b. **Minutes**
City Council/Successor/ICDA Regular Meetings – November 5, 2013 and November 19, 2013
Recommended Action: Approve
(5 – 0, as recommended)

- c. **City Fiscal Year 2013-14 Warrant Register for November 20, 2013 through December 3, 2013**
Financial Impact: \$614,683.35
Recommended Action: Approve
(5 – 0, as recommended)

COUNCIL CONSENT CALENDAR:

- d. **City Option to Retain or Delegate Authority to Orange County Fire Authority for Award of Ambulance Contract**
Financial Impact: None
Recommended Action: It is recommended that the City Council:
 - 1) Exercise its option to delegate authority for the award of an ambulance contract
 - 2) Direct the City Administrator to provide written communication of such delegation of authority to the Orange County Fire Authority by December 5, 2013**(4-1, Councilmember Yamaguchi voted no)**

Councilmember Yamaguchi spoke in support of maintaining authority at a local level.

City Administrator Butzlaff noted that Public Agency Risk Sharing Authority of California has recommended delegating the authority to OCFA. He noted that the City does not have the appropriate Staff to conduct the process.

OCFA Division Chief Concepcion noted that if the authority is delegated, the City would continue to be involved in the process.

City Administrator Butzlaff noted the City has a role in the selection process, but the Board makes the final decision.

City Attorney Arczynski noted that ambulance contract negotiations are not conducted in an open meeting.

City Administrator Butzlaff noted that OCFA would assume all liability.

Mayor Nelson inquired about OCFA's bidding process.

OCFA Division Chief Concepcion noted they examine the performance level, cost and other factors.

Mayor Pro Tem Aguirre inquired about the selection process and the City's involvement. OCFA Division Chief Concepcion noted that the City could be as involved or uninvolved in the process.

Councilmember Yamaguchi inquired about potential Brown Act violations if more than three Councilmembers attend the OCFA meetings.

City Attorney Arczynski noted that Councilmembers could review the solicitations individually to avoid any Brown Act violations.

A motion was made by Councilmember Wanke, seconded by Mayor Pro Tem Aguirre and carried (4 – 1, Councilmember Yamaguchi voted no) to exercise its option to delegate authority for the award of an ambulance contract; and direct the City Administrator to provide written communication of such delegation of authority to the Orange County Fire Authority by December 5, 2013.

e. Appointment to Fill Vacancy on the Veterans Advisory Committee

Financial Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Make the necessary appointment to fill one (1) position on the Veterans Advisory Committee

(5 – 0, as recommended)

Councilmember Wanke thanked the applicant Ms. Moy for her interest in serving the community.

A motion was made by Councilmember Wanke, seconded by Councilmember Underhill and carried (5 – 0) to appointment Wendy Moy to fill one (1) position on the Veterans Advisory Committee.

f. Resolution Establishing the Number of Cultural Arts Commissioners

Financial Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2013-58, A Resolution of the City Council of the City of Placentia, California, establishing the number of Cultural Arts Commissioners at five (5)
- 2) Continue application/recruitment process for remaining vacancies on the Cultural Arts Commission

(5 – 0, as recommended)

SUCCESSOR AGENCY CONSENT CALENDAR: None

ICDA CONSENT CALENDAR: None

2. PUBLIC HEARINGS:

COUNCIL/SUCCESSOR AGENCY/ICDA: None

COUNCIL:

a. Emergency Public Nuisance Abatement Regarding Property Located at 334 W. Santa Fe Avenue, Placentia, California

Financial Impact: Expense: Abatement and Maintenance costs are unknown; associated costs to be recovered via real property lien

Recommended Action: It is recommended that the City Council:

- 1) Open the public hearing, receive public testimony, and close public hearing
- 2) Adopt Resolution No. R-2013-59, A Resolution of the City Council of the City of Placentia, California, finding and declaring an immediate threat to public health and safety at 334 W. Santa Fe Avenue
- 3) Authorize the City Administrator or his or her designee to abate the conditions located at 334 W. Santa Fe Avenue, Placentia, in accordance with § 8.06.170, Emergency Procedure, of the Placentia Municipal Code; including demolition and removal of all structures, trash, debris and other materials located thereon which constitute a danger to the health and welfare of the public
- 4) Direct the City Administrator or his or her designee to secure and maintain the property in a manner that will ensure the safety of the surrounding neighborhood and the public in general
- 5) Authorize the City Administrator or his or her designee to execute all necessary documents, including securing contractors to eliminate the nuisance

(5 – 0, as recommended)

City Administrator Butzlaff noted that the property located at 334 W. Santa Fe, Placentia was recently sold. He noted that the City signed a stipulated agreement with the new property owners. He noted that Staff is recommending the adoption of the resolution.

Mayor Nelson opened the public hearing at 10:35 p.m.

Mayor Nelson closed the public hearing at 10:36 p.m.

A motion was made by Mayor Nelson, seconded by Councilmember Underhill, and carried (5 – 0) to open the public hearing, receive public testimony, and close public hearing; adopt Resolution No. R-2013-59, A Resolution of the City Council of the City of Placentia, California, finding and declaring an immediate threat to public health and safety at 334 W. Santa Fe Avenue; authorize the City Administrator or his or her designee to abate the conditions located at 334 W. Santa Fe Avenue, Placentia, in accordance with § 8.06.170, Emergency Procedure, of the Placentia Municipal Code; including demolition and removal of all structures, trash, debris and other materials located thereon which constitute a danger to the health and welfare of the public; direct the City Administrator or his or her designee to secure and maintain the property in a manner that will ensure the safety of the surrounding neighborhood and the public in general; and authorize the City Administrator or his or her designee to execute all necessary documents, including securing contractors to eliminate the nuisance.

- b. **Consideration of an Ordinance Amending Title 23 (Zoning Ordinance) of the Placentia Municipal Code Adding § 23.90.197 to Chapter 23.90 of Title 23 of the Placentia Municipal Code Allowing Digital and Static Advertising Displays on City-owned Property (Zoning Code Amendment 2013-03)**

CEQA Determination: Mitigate Negative Declaration (MND) 2013-01

Financial Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Conduct public hearing and consider Staff and public input pertaining to the ordinance and amendments recommended by Staff. Close public hearing upon completion of testimony
 - 2) Introduce for first reading Ordinance O-2013-09 entitled, An Ordinance of the City Council of the City of Placentia, California, adding Section 23.90.197 to Chapter 23.90 of Title 23 of the Placentia Municipal Code allowing digital and static advertising displays on city-owned property
- (5 – 0, as recommended)**

The City Council unanimously decided to consider public hearing item 2.b. on the agenda before the reorganization of the City Council. The public hearing was held at the beginning of the agenda. Ordinance 2013-09 was introduced for first reading following the public hearing.

City Attorney Arczynski provided a brief staff report on item 2.b. He noted that City Council must approve all billboard locations. He noted that the Mitigated Negative Declaration prepared by Consultant John Douglas was included in the agenda packet.

Consultant Douglas provided a brief review on the CEQA process. He noted that under state law CEQA requires an initial study to conclude that there are no significant impacts to the environment. He noted that two comment letters were received by the City from Rutan & Tucker and Caltrans.

Councilmember Yamaguchi inquired if the billboard locations are subject to CEQA review.

Consultant Douglas responded that the billboard locations are subject to CEQA review.

Councilmember Wanke inquired about the mitigation methods.

Consultant Douglas responded that the mitigation methods are determined on case-by-case basis.

City Attorney Arczynski noted that billboard locations would be examined individually.

Mayor Nelson opened the public hearing at 7:17 p.m.

Richard Samaniego, Yorba Linda resident, spoke in support of item 2.b. and the revenue the outdoor advertising program would generate.

Jim Adams, Representative of Building Trades Council, spoke in support of item 2.b. and the revenue the outdoor advertising program would generate.

Keith Harkey, Representative of Ironworkers Local 433, spoke in support of item 2.b. He noted the billboards would generate revenue for public safety.

Emil Bereczky, resident, spoke in support of item 2.b. and the revenue the outdoor advertising program would generate. He expressed his concerns regarding the City's current revenue shortfall.

Emil Can, Chrysler Jeep Manager, spoke in support of item 2.b. He noted that the outdoor advertising program would generate significant revenue.

Elsy Reyes, resident, spoke in support of item 2.b.

Alvin Keller, resident, inquired about the billboard locations, the cost associated with the project, the length of the project, and the maintenance cost.

Wayne Lemons, resident, expressed his concerns regarding what can be advertised.

G.R. Hodges, representative of Fairway Ford, spoke in support of item 2.b. and the revenue the outdoor advertising program would generate. He noted that the project would create tax dollars for public safety.

Iris Maldonado, resident, spoke in support of the outdoor advertising program.

Greg Sowards, resident, spoke in support of item 2.b. He noted that the City has fantastic staff. He expressed his concerns regarding a website in opposition to the outdoor advertising program. He noted that the revenue would help eliminate the deficit. He noted that the City has to move quickly before the opportunity disappears.

Lilia Queen, resident, expressed her concerns regarding the billboard locations. She noted that south Placentia needs the benefits, but that the billboards would affect them. She asked that City Council be considerate of the locations.

Stanley Nelson, resident, noted that the first five public speakers are not Placentia residents. He noted that Don-A-Vee supports the project because they are getting a free sign. He inquired why the City is not proposing billboards in other areas. He noted that the Planning Commission has turned down the ordinance twice.

Rocio Reyes, resident, spoke in opposition to the outdoor advertising program.

Dwayne DeRose, President of the Placentia Chamber of Commerce, spoke in support of item 2.b. He noted that the billboards would promote city businesses.

Ed Garcia, business owner, spoke in support of item 2.b. He noted that the City is going rapidly down the hill. He noted that this project would generate revenue.

Paul Oliveras, resident, requested clarification on arterial highways. He noted that the billboards would directly affect him. He inquired why the City is not proposing billboards in other areas. He noted that the Chamber of Commerce has received money from Lamar Company.

Director of Public Works Drinovsky provided a brief description of arterial highways.

Craig Green, City Treasurer, noted that the City needs revenue. He spoke in support of item 2.b. He requested that adequate protection be provided to the community. He inquired about page 22 of the Mitigated Negative Declaration.

Laurie Arroyo, resident, expressed her concerns regarding the LED and public safety issues the billboards would create. She noted that city-owned properties could be medians and/or parks. She expressed her concerns regarding the tactics behind the project and the number of billboards.

Joshua Correa, resident, expressed his concerns regarding the zoning amendments and the number of billboards proposed in a small area. He recommended including language to keep the billboards 100 feet away from schools, parks and homes.

Linda Lucio, resident, noted that if the signs become a problem Lamar Company is responsible to bring them down. She noted that the project would generate revenue. She noted that the Amber Alert sign in the freeway is owned by the state. She noted that she received a call regarding a potential recall.

Mayor Nelson closed the public hearing at 9:13 p.m.

Councilmember Yamaguchi requested a staff report on the proposed outdoor advertising program.

City Administrator Butzlaff noted that there is no development agreement in place. He noted that the proposed locations are along the 57 freeway. He noted that there is no cost to the City and that there is projected 25% net revenue. He noted that Council must approve all locations and that the City has no maintenance obligation.

City Attorney Arczynski noted that development agreement would address content control.

City Administrator Butzlaff noted that Lamar Company is willing to restrict offensive content.

Councilmember Wanke inquired if the existing graffiti ordinance would apply to the billboards.

City Administrator Butzlaff responded that the graffiti ordinance would apply to the billboards.

Councilmember Wanke noted that the ordinance does not list the locations. He noted that it is necessary to approve the ordinance to be able to discuss the potential billboard locations. He stated that he supports the adoption of the ordinance.

Councilmember Yamaguchi noted that Councilmember Wanke, Staff, and himself met with Regency Outdoor Advertising. He noted that Regency Outdoor Advertising admitted to communicate with residents. He noted that Rutan & Tucker submitted a written opposition statement. He noted that the item 2.b. is to amend the ordinance not to approve a development agreement. He noted that the Planning Commission does not have the final word in City policy. He stated that he supports the adoption of the ordinance.

Mayor Pro Tem Aguirre noted that the lack of revenue is hurting the City. He noted that economic development is needed. He noted that this ordinance does not approve billboard locations. He noted that this ordinance is a potential tool to generate revenue. He stated that he supports the adoption of the ordinance.

Mayor Nelson noted that revenue is important. He noted that he would be sensitive to billboard locations. He spoke in support of adopting the ordinance.

A motion was made by Mayor Nelson, seconded by Councilmember Underhill, and carried (5 - 0) to conduct public hearing and consider Staff and public input pertaining to the ordinance and amendments recommended by Staff. Close public hearing upon completion of testimony; and introduce for first reading Ordinance O-2013-09 entitled, An Ordinance of the City Council of the City of Placentia, California, adding Section 23.90.197 to Chapter 23.90 of Title 23 of the Placentia Municipal Code allowing digital and static advertising displays on city-owned property.

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: None

COUNCIL NEW BUSINESS: None

SUCCESSOR AGENCY NEW BUSINESS: None

ICDA NEW BUSINESS: None

CITY COUNCIL/BOARD MEMBERS REQUESTS: None

ADJOURNMENT:

The City Council/Successor Agency/ICDA Board of Directors adjourned at 10:30 p.m. to December 17, 2013 at 5:30 p.m. in memory of Stephen Manassero.

SCOTT W. NELSON
MAYOR/AGENCY CHAIR

ATTEST:

PATRICK J. MELIA, CITY CLERK/AGENCY
SECRETARY

City of Placentia
Warrant Register

For 12/17/2013

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

Grand Total: 530,739.02

Warrant Totals by ID	
AP	521,800.60
EP	8,938.42
IP	0.00
OP	0.00

Fund Name	Warrant Totals by Fund
101-General Fund	202,608.91
208-Successor Agency Ret Oblg Fnd	5,251.70
225-Asset Seizure	600.00
265-Landscape Maintenance	8,273.48
270-Housing and Community Develop.	11,290.00
275-Sewer Maintenance	20,585.19
280-Misc Grants Fund	2,205.00
401-City Capital Projects	122,772.49
501-Refuse Administration	32,389.17
601-Employee Health & Welfare	11,920.25
605-Risk Management	1,125.00
615-Information Technology	97,720.00
620-Citywide Services	2,591.96
701-Special Deposits	

Void Total: 0.00
Warrant Total: 530,739.02

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

Warrant Total: 530,739.02

1.c.

December 17, 2013

City of Placentia
Warrant Register
For 12/10/2013

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
EP	ICMA RETIREMENT TRUST V000496	P/E 11/23/13 PD DATE 11/29/13	0048-2170 Deferred Comp Payable - ICMA	PY13024	97.00	2995/1301024		00005287	11/29/2013
EP	ICMA RETIREMENT TRUST V000496	P/E 11/23/13 PD DATE 11/29/13	0010-2170 Deferred Comp Payable - ICMA	PY13024	7,277.72	2995/1301024		00005287	11/29/2013
EP	ICMA RETIREMENT TRUST V000496	P/E 11/23/13 PD DATE 11/29/13	0043-2170 Deferred Comp Payable - ICMA	PY13024	50.00	2995/1301024		00005287	11/29/2013
EP	ICMA RETIREMENT TRUST V000496	P/E 11/23/13 PD DATE 11/29/13	0037-2170 Deferred Comp Payable - ICMA	PY13024	45.00	2995/1301024		00005287	11/29/2013
EP	ICMA RETIREMENT TRUST V000496	P/E 11/23/13 PD DATE 11/29/13	0029-2170 Deferred Comp Payable - ICMA	PY13024	58.00	2995/1301024		00005287	11/29/2013
EP	ICMA RETIREMENT TRUST V000496	P/E 12/6/13 PD DATE 12/6/13	0010-2170 Deferred Comp Payable - ICMA	PY13125	900.67	2995/1301125		00005289	12/05/2013
EP	ICMA RETIREMENT TRUST V000496	P/E 12/12/13 PD DATE 12/12/13	0010-2170 Deferred Comp Payable - ICMA	PY13925	75.00	2995/1301925		00005290	12/12/2013
				Vendor Total:	8,503.39				
EP	LOOMIS, CORINNE E000122	DEC MEDICAL REIMBURSEMENT Health Insurance Premiums	395083-5161	R120213	435.03	DECEMBER 13		00005288	12/02/2013
				Vendor Total:	435.03				
				Type Total:	8,938.42				
MW OH	ABBA TERMITES & PEST CO V000087	BEE TREATMENT SERVICES	433654-6290 Dept. Contract Services	TK1209A	200.00	22209	P09608	00082531	12/17/2013
MW OH	ABBA TERMITES & PEST CO V000087	BEE TREATMENT SERVICES	433654-6290 Dept. Contract Services	TK1209A	100.00	22210	P09608	00082531	12/17/2013
				Vendor Total:	300.00				
MW OH	ACCOUNTABLE COACHING V008133	STAFF COACHING	101512-6250 Staff Training	TK1209B	115.00	111813	P09684	00082532	12/17/2013
MW OH	ACCOUNTABLE COACHING V008133	STAFF COACHING	101512-6250 Staff Training	TK1209B	115.00	120513	P09684	00082532	12/17/2013
				Vendor Total:	230.00				
MW IP	ADMINSURE	OCT WORKER COMP CLAIMS	404580-6025	ITK1205B	3,309.20	6704	P09706	00082504	12/05/2013

City of Placentia
Warrant Register
For 12/10/2013

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V004980		Third Party Administration						
MW OH	ALL CITY MANAGEMENT SI 10/27-11/9 CROSSING GUARD SVS V000005		103041-6099 Other Professional Services	Vendor Total: TK1209A	3,309.20 8,030.40	33233	P09401	00082533	12/17/2013
MW OH	ALL CITY MANAGEMENT SI 11/10-23 CROSSING GUARD SVS V000005		103041-6099 Other Professional Services	TK1209A	6,625.08	33358	P09401	00082533	12/17/2013
				Vendor Total:	14,655.48				
MW OH	ANAHEIM REGIONAL MEDI- SEXUAL ASSAULT EXAM #13-1393 V007613		103040-6099 Other Professional Services	TK1209A	750.00	15703141	P09701	00082534	12/17/2013
				Vendor Total:	750.00				
MW OH	ANDERSON, CHRIS V002769	K9 CONFERENCE-MEALS	103041-6250 Staff Training	TK1209A	120.00	72191	P09736	00082535	12/17/2013
				Vendor Total:	120.00				
MW IP	ANTHEM LIFE INSURANCE - DEC OPTIONAL LIFE INSURANCE V000046		0010-2186 Optional Life Insurance	ITK1205B	5.00	120213A		00082505	12/05/2013
				Vendor Total:	5.00				
MW OH	ARAMARK UNIFORM SERV PW UNIFORMS V004232		103650-6360 Uniforms	TK1209A	138.73	502-8331854	P09047	00082536	12/17/2013
MW OH	ARAMARK UNIFORM SERV PW UNIFORMS V004232		103650-6360 Uniforms	TK1209A	64.80	502-8331855	P09047	00082536	12/17/2013
				Vendor Total:	203.53				
MW IP	ARCZYNSKI, ANDREW V V005588	NOV LEGAL SERVICES	101005-6005 Legal Services	ITK1205B	23,720.00	113013	P09399	00082506	12/05/2013
				Vendor Total:	23,720.00				
MW OH	ARMA INTERNATIONAL DE ARMA MEMBERSHIP RENEWAL V009245		101513-6255 Dues & Memberships	TK1209A	215.00	344692	P09707	00082537	12/17/2013
				Vendor Total:	215.00				
MW IP	AT & T V008736	DEC U-VERSE CHARGES	431010-6215 Telephone	ITK1205B	50.00	DECEMBER 13		00082507	12/05/2013

**City of Placentia
Warrant Register
For 12/10/2013**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW IP	AT&T V004144	OCT-NOV PHONE CHARGES	431010-6215 Telephone	ITK1205B	243.23	112013		00082508	12/05/2013
MW IP	AT&T V004144	OCT-NOV ELECTRICAL CHARGES	296561-6215 Telephone	ITK1205C	62.82	112213		00082526	12/05/2013
MW IP	AT&T V004144	OCT-NOV ELECTRICAL CHARGES	431010-6335 Water	ITK1205C	949.73	112213		00082526	12/05/2013
			Vendor Total:		1,255.78				
MW OH	AT&T V008022	CELL PHONE TRACKING SVS	103040-6290 Dept. Contract Services	TK1209A	275.00	173234	P09702	00082538	12/17/2013
			Vendor Total:		275.00				
MW OH	ATHENS SERVICES V006622	OCT STREET SWEEPING	374387-6099 Other Professional Services	TK1209A	15,865.85	3899191013	P09060	00082539	12/17/2013
			Vendor Total:		15,865.85				
MW OH	B & M LAWN & GARDEN V000127	GARDEN CE LANDSCAPE EQUIPMENT MAINT	433658-6134 Vehicle Repair & Maintenance	TK1209A	126.72	142911	P08943	00082540	12/17/2013
MW OH	B & M LAWN & GARDEN V000127	GARDEN CE LANDSCAPE EQUIPMENT MAINT	433658-6134 Vehicle Repair & Maintenance	TK1209A	116.46	142912	P08943	00082540	12/17/2013
MW OH	B & M LAWN & GARDEN V000127	GARDEN CE LANDSCAPE EQUIPMENT MAINT	433658-6134 Vehicle Repair & Maintenance	TK1209A	113.40	142916	P08943	00082540	12/17/2013
			Vendor Total:		356.58				
MW OH	BAKERNOWICKI DESIGN V008150	DESIGN ST EOC REMODEL SERVICES	333554-6185 / 61093-6185 Construction Services	TK1209A	5,100.00	13009-00-01	P09745	00082541	12/17/2013
			Vendor Total:		5,100.00				
MW IP	BANK OF AMERICA V008741	HERITAGE CAR RENTAL	0044-2067 / 79392-2067 Heritage Committee	ITK1203A	103.98	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	PCF WEBSITE ANNUAL FEE	0044-2068 Placentia Community Foundation	ITK1203A	58.98	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	10/1 COUNCIL DINNER	101001-6245 Meetings & Conferences	ITK1203A	29.75	OCTOBER 13		00082503	12/03/2013

**City of Placentia
Warrant Register
For 12/10/2013**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW IP	BANK OF AMERICA V008741	10/1 COUNCIL DINNER	101001-6245 Meetings & Conferences	ITK1203A	22.19	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	AIRFARE LEAGUE CONF-NELSON	101001-6245 Meetings & Conferences	ITK1203A	461.80	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	10/15 COUNCIL DINNER	101001-6245 Meetings & Conferences	ITK1203A	38.48	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	10/15 COUNCIL DINNER	101001-6245 Meetings & Conferences	ITK1203A	7.55	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	GASOLINE-BUTZLAFF	101511-5199 Other Employee Benefits	ITK1203A	62.83	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	GASOLINE-BUTZLAFF	101511-5199 Other Employee Benefits	ITK1203A	72.22	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	GASOLINE-BUTZLAFF	101511-5199 Other Employee Benefits	ITK1203A	67.89	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	FASTRAK-BUTZLAFF	101511-5199 Other Employee Benefits	ITK1203A	40.00	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	GASOLINE-BUTZLAFF	101511-5199 Other Employee Benefits	ITK1203A	72.92	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	BUSINESS LUNCH-BUTZLAFF	101511-6245 Meetings & Conferences	ITK1203A	35.67	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	AIRFARE ERMA MTG-PISCHEL	101512-6245 Meetings & Conferences	ITK1203A	359.80	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	BUSINESS LUNCH-PEREZ	101512-6250 Staff Training	ITK1203A	21.09	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	ICMA WEBINAR	101512-6250 Staff Training	ITK1203A	149.00	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	NOTARY TRAINING/TEST-MOREN	101512-6255 Dues & Memberships	ITK1203A	559.39	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	RACES MEETING SUPPLIES	101514-6245 Meetings & Conferences	ITK1203A	8.48	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA	VETERAN'S EVENT SUPPLIES	101572-6301	ITK1203A	10.99	OCTOBER 13		00082503	12/03/2013

**City of Placentia
Warrant Register
For 12/10/2013**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V008741		Special Department Supplies						
MW IP	BANK OF AMERICA V008741	BUSINESS LUNCH-NGUYEN	102020-6245 Meetings & Conferences	ITK1203A	21.60	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	ECONOMIC DEV TOUR GATHERIN	102534-6099 Other Professional Services	ITK1203A	55.26	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	DOMAIN NAME RENEWAL	102534-6099 Other Professional Services	ITK1203A	47.98	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	LEADERSHIP REG-SMITH	103040-6250 Staff Training	ITK1203A	507.00	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	AIRFARE-PASCARELLA	103040-6250 Staff Training	ITK1203A	394.80	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	RENTAL CAR-PASCARELLA	103040-6250 Staff Training	ITK1203A	390.46	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	CREDIT	103040-6250 Staff Training	ITK1203A	-200.00	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	BACKGROUND INVEST HOTEL-PA	103040-6250 Staff Training	ITK1203A	410.60	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	BRIEFING ROOM SUPPLIES	103040-6301 Special Department Supplies	ITK1203A	17.87	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	PD AWARDS SUPPLIES	103040-6315 Office Supplies	ITK1203A	1.39	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	PD ACADEMY BOOKS-GONZALEZ	103040-6320 Books & Periodicals	ITK1203A	40.31	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	PD ACADEMY BOOKS-GONZALEZ	103040-6320 Books & Periodicals	ITK1203A	26.45	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	SHIPPING CHARGES	103040-6325 Postage	ITK1203A	9.48	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	CODE ENFORCEMENT REG-ROME	103041-6250 Staff Training	ITK1203A	115.00	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	PD ACADEMY REG-GONZALEZ	103041-6250 Staff Training	ITK1203A	1,336.00	OCTOBER 13		00082503	12/03/2013

**City of Placentia
Warrant Register
For 12/10/2013**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW IP	BANK OF AMERICA V008741	WLLI HOTEL-RIVAS	103041-6250 Staff Training	ITK1203A	573.84	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	K9 MNGMT REG-KENEHAN	103041-6250 Staff Training	ITK1203A	393.00	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	SLI #5 HOTEL-MCELHINNEY	103041-6250 Staff Training	ITK1203A	294.84	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	PD ACADEMY BOOKS-GONZALEZ	103041-6301 Special Department Supplies	ITK1203A	308.18	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	PD AWARDS RIBBONS	103041-6301 Special Department Supplies	ITK1203A	239.36	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	PD AWARDS RIBBONS	103041-6301 Special Department Supplies	ITK1203A	105.66	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	PD OFFICER BADGES	103041-6301 Special Department Supplies	ITK1203A	366.98	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	KIDS STICKER BADGES	103041-6301 Special Department Supplies	ITK1203A	265.95	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	PENCILS FOR KIDS	103041-6301 Special Department Supplies	ITK1203A	111.70	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	OCT MCV DIRECT TV CHARGES	103041-6301 Special Department Supplies	ITK1203A	40.99	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	HERITAGE CAR RENTAL	0044-2067 / 79392-2067 Heritage Committee	ITK1203A	81.13	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	PD JACKET CLEANING	103041-6360 / 50045-6360 Uniforms	ITK1203A	17.26	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	CHIA CONF REG-REGGER,PERRY	103042-6245 Meetings & Conferences	ITK1203A	250.00	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	CHIA HOTEL-RADOMOSKI	103042-6245 Meetings & Conferences	ITK1203A	99.68	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	CHIA HOTEL-PERRY	103042-6245 Meetings & Conferences	ITK1203A	99.68	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	CHIA CONF REG-RADOMOSKI	103042-6245	ITK1203A	250.00	OCTOBER 13		00082503	12/03/2013

City of Placentia
Warrant Register
For 12/10/2013

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V008741		Meetings & Conferences						
MW IP	BANK OF AMERICA V008741	CHIA HOTEL-REGER	103042-6245 Meetings & Conferences	ITK1203A	99.68	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	CHIA CONF REG-PERRY	103042-6245 Meetings & Conferences	ITK1203A	250.00	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	CHIA MEMBERSHIP-PERRY	103042-6245 Meetings & Conferences	ITK1203A	25.00	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	CHIA MEMBERSHIP-REGER	103042-6245 Meetings & Conferences	ITK1203A	25.00	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	PD BATTERIES	103043-6301 / 50100-6301 Special Department Supplies	ITK1203A	71.29	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	PD JACKET CLEANING	103043-6360 / 50100-6360 Uniforms	ITK1203A	15.55	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	TRAFFIC COMMISSION NAMEPLA	103550-6315 Office Supplies	ITK1203A	13.87	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	CONCRETE	103652-6301 Special Department Supplies	ITK1203A	23.81	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	CONCRETE	103652-6301 Special Department Supplies	ITK1203A	32.38	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	RESTROOM LIGHTS	103655-6130 Repair & Maint/Facilities	ITK1203A	21.56	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	RESTROOM LIGHT COVERS	103655-6130 Repair & Maint/Facilities	ITK1203A	12.92	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	LIGHT BALLAST	103655-6130 Repair & Maint/Facilities	ITK1203A	104.25	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	DRINKING FOUNTAIN REPAIR SU	103655-6130 Repair & Maint/Facilities	ITK1203A	48.43	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	TRENCHER RENTAL	103655-6170 Equipment & Tool Rental	ITK1203A	125.00	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	PLANTS-117 MAIN STREET	103655-6301 Special Department Supplies	ITK1203A	37.07	OCTOBER 13		00082503	12/03/2013

**City of Placentia
Warrant Register
For 12/10/2013**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW IP	BANK OF AMERICA V008741	DRINKING FOUNTAIN REPAIR SUP	103655-6301 Special Department Supplies	ITK1203A	9.99	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	PARK SWINGS	103655-6301 Special Department Supplies	ITK1203A	399.00	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	BRIDGE REPAIR SUPPLIES	103655-6301 Special Department Supplies	ITK1203A	38.75	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	PW MAINTENANCE BOOKS	103655-6301 Special Department Supplies	ITK1203A	47.00	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	ITK1203A	30.19	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	ITK1203A	131.30	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	IRRIGATION PUMP REPAIR SUPPL	103655-6301 Special Department Supplies	ITK1203A	51.48	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	TRENCHER RENTAL	103655-6301 Special Department Supplies	ITK1203A	75.60	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	PW BATTERIES-IRRIGATION CON	103655-6301 Special Department Supplies	ITK1203A	24.79	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	WATER PUMP PARTS	103655-6301 Special Department Supplies	ITK1203A	33.18	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	DRINKING FOUNTAIN REPAIR SUP	103655-6301 Special Department Supplies	ITK1203A	185.76	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	CREDIT	103655-6301 Special Department Supplies	ITK1203A	-268.82	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	WATER PUMP REPAIR SUPPLIES	103655-6301 Special Department Supplies	ITK1203A	303.10	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	IRRIGATION BATTERY	103655-6301 Special Department Supplies	ITK1203A	11.11	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	BRIDGE REPAIR SUPPLIES	103655-6301 Special Department Supplies	ITK1203A	37.75	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	IRRIGATION TOOLS	103655-6301	ITK1203A	30.09	OCTOBER 13		00082503	12/03/2013

**City of Placentia
Warrant Register
For 12/10/2013**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V008741		Special Department Supplies						
MW IP	BANK OF AMERICA V008741	TABLE/BENCH REPAIR SUPPLIES	103655-6301 Special Department Supplies	ITK1203A	63.27	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	HOME PLATES FOR BALLFIELDS	103655-6301 Special Department Supplies	ITK1203A	284.95	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	BALLFIELD REPAIR MATERIALS	103655-6301 Special Department Supplies	ITK1203A	369.82	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	BROCHURE EXCHANGE REG-MAU	104071-6245 Meetings & Conferences	ITK1203A	20.00	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	HERITAGE SUPPLIES	104071-6301 Special Department Supplies	ITK1203A	101.86	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ITK1203A	295.71	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	HERITAGE SUPPLIES	104071-6301 Special Department Supplies	ITK1203A	194.47	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	HERITAGE SUPPLIES	104071-6301 Special Department Supplies	ITK1203A	372.02	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	HERITAGE SUPPLIES	104071-6301 Special Department Supplies	ITK1203A	320.40	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	HERITAGE MEETING SUPPLIES	104071-6301 Special Department Supplies	ITK1203A	28.51	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	HERITAGE SUPPLIES	104071-6301 Special Department Supplies	ITK1203A	41.14	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	HERITAGE STAFF LUNCH	104071-6301 Special Department Supplies	ITK1203A	456.35	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ITK1203A	216.60	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	PA.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ITK1203A	56.46	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	CREDIT	104071-6301 Special Department Supplies	ITK1203A	-6.44	OCTOBER 13		00082503	12/03/2013

**City of Placentia
Warrant Register
For 12/10/2013**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW IP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ITK1203A	10.76	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	OCT BLOCKBUSTER MEMBERSHIP	104071-6301 Special Department Supplies	ITK1203A	26.99	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	COMMISSION RECEPTION DECCO	104071-6301 Special Department Supplies	ITK1203A	135.51	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ITK1203A	75.60	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ITK1203A	33.53	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	COMMISSION RECEPTION DECCO	104071-6301 Special Department Supplies	ITK1203A	65.79	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	SR. CENTER SUPPLIES	104071-6301 / 79278-6301 Special Department Supplies	ITK1203A	129.10	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	SR. CENTER SUPPLIES	104071-6301 / 79278-6301 Special Department Supplies	ITK1203A	21.54	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	SR. CENTER SUPPLIES	104071-6301 / 79278-6301 Special Department Supplies	ITK1203A	171.52	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	SR. CENTER SUPPLIES	104071-6301 / 79278-6301 Special Department Supplies	ITK1203A	42.80	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	SR. CENTER SUPPLIES	104071-6301 / 79278-6301 Special Department Supplies	ITK1203A	50.53	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	SR. CENTER SUPPLIES	104071-6301 / 79278-6301 Special Department Supplies	ITK1203A	32.00	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	SR. CENTER HALLOWEEN TREATS	104071-6301 / 79278-6301 Special Department Supplies	ITK1203A	13.98	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	PAPER-PYB FLYERS	104071-6301 / 79376-6301 Special Department Supplies	ITK1203A	35.61	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	PRINTING SVS-PYB FLYERS	104071-6301 / 79376-6301 Special Department Supplies	ITK1203A	50.09	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	HERITAGE SUPPLIES	104071-6301 / 79392-6301 Special Department Supplies	ITK1203A	154.46	OCTOBER 13		00082503	12/03/2013

City of Placentia
Warrant Register
For 12/10/2013

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V008741		Special Department Supplies						
MW IP	BANK OF AMERICA V008741	HERITAGE SUPPLIES	104071-6301 / 79392-6301 Special Department Supplies	ITK1203A	88.50	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	HERITAGE SUPPLIES	104071-6301 / 79392-6301 Special Department Supplies	ITK1203A	21.54	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	HERITAGE DRAWING PRIZE	104071-6301 / 79392-6301 Special Department Supplies	ITK1203A	217.84	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	HERITAGE BANNERS	104071-6301 / 79392-6301 Special Department Supplies	ITK1203A	32.39	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	BASIC NARC REG-GILLIS,CONROY	213041-6250 Staff Training	ITK1203A	600.00	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	Other Capital Outlay	333523-6899 / 3001940011-6899 Other Capital Outlay	ITK1203A	0.00	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	CAT5E DSL FOR POWELL & GOME	333523-6899 / 3001940011-6899 Other Capital Outlay	ITK1203A	50.51	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	COFFEE SUPPLIES	431010-6301 Special Department Supplies	ITK1203A	83.05	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	HALLOWEEN EVENT SUPPLIES	431010-6301 Special Department Supplies	ITK1203A	34.96	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	HALLOWEEN EVENT SUPPLIES	431010-6301 Special Department Supplies	ITK1203A	50.00	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	HALLOWEEN EVENT SUPPLIES	431010-6301 Special Department Supplies	ITK1203A	10.00	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	LIGHT BULBS	433654-6130 Repair & Maint/Facilities	ITK1203A	24.78	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	FLAG POLE LIGHTS	433654-6130 Repair & Maint/Facilities	ITK1203A	72.85	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	CITY WIDE GATE PADLOCKS	433654-6130 Repair & Maint/Facilities	ITK1203A	281.44	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	RESTROOM REPAIR SUPPLIES	433654-6130 Repair & Maint/Facilities	ITK1203A	90.36	OCTOBER 13		00082503	12/03/2013

City of Placentia
Warrant Register
For 12/10/2013

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW IP	BANK OF AMERICA V008741	SINK REPAIR SUPPLIES	433654-6130 Repair & Maint/Facilities	ITK1203A	10.58	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	BUILDING REPAIR MATERIALS	433654-6130 Repair & Maint/Facilities	ITK1203A	151.65	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	ELECTRICAL SUPPLIES	433654-6130 Repair & Maint/Facilities	ITK1203A	37.79	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	LOCK SET-POWELL BLDG	433654-6130 Repair & Maint/Facilities	ITK1203A	81.81	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	DRINKING FOUNTAIN REPAIR SUJ	433654-6137 Repair Maint/Equipment	ITK1203A	19.53	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	DRINKING FOUNTAIN REPAIR SUJ	433654-6137 Repair Maint/Equipment	ITK1203A	21.38	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	CLOCK	433654-6137 Repair Maint/Equipment	ITK1203A	22.67	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	ALARM BATTERY	433654-6137 Repair Maint/Equipment	ITK1203A	21.55	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	LIGHT BULBS	433654-6137 Repair Maint/Equipment	ITK1203A	25.79	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	LIGHT BULBS	433654-6137 Repair Maint/Equipment	ITK1203A	34.05	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	ELECTRICAL REPAIR SUPPLIES	433654-6137 Repair Maint/Equipment	ITK1203A	600.48	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	ELECTRICAL REPAIR SUPPLIES	433654-6137 Repair Maint/Equipment	ITK1203A	36.33	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	PAPER TOWEL-GAS ISLAND	433658-6134 Vehicle Repair & Maintenance	ITK1203A	55.89	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	TIRES	433658-6134 Vehicle Repair & Maintenance	ITK1203A	311.04	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA V008741	UPHOLSTER PD TAHOE SEAT	433658-6290 Dept. Contract Services	ITK1203A	272.48	OCTOBER 13		00082503	12/03/2013
MW IP	BANK OF AMERICA	PD CAR SERVICE	433658-6290	ITK1203A	293.76	OCTOBER 13		00082503	12/03/2013

City of Placentia
Warrant Register
For 12/10/2013

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V008741		Dept. Contract Services						
MW IP	BANK OF AMERICA V008741	WATER PUMP REPAIR-PD VEHICL	433658-6290	ITK1203A	254.24	OCTOBER 13		00082503	12/03/2013
	V008741		Dept. Contract Services						
MW IP	BANK OF AMERICA V008741	PD TAHOE REPAIR	433658-6290	ITK1203A	590.27	OCTOBER 13		00082503	12/03/2013
	V008741		Dept. Contract Services						
MW IP	BANK OF AMERICA V008741	PD JEEP MAINTENANCE	433658-6290	ITK1203A	730.00	OCTOBER 13		00082503	12/03/2013
	V008741		Dept. Contract Services						
MW IP	BANK OF AMERICA V008741	PD VEHICLE WINDOW SWITCH RE	433658-6301	ITK1203A	99.41	OCTOBER 13		00082503	12/03/2013
	V008741		Special Department Supplies						
MW IP	BANK OF AMERICA V008741	SCAQMD YARD PUMP FEE	433658-6301	ITK1203A	7.00	OCTOBER 13		00082503	12/03/2013
	V008741		Special Department Supplies						
MW IP	BANK OF AMERICA V008741	SCAQMD PUMPS EMISSIONS FEE	433658-6301	ITK1203A	311.24	OCTOBER 13		00082503	12/03/2013
	V008741		Special Department Supplies						
MW IP	BANK OF AMERICA V008741	TRAILER HEADLAMPS/CABLES	433658-6301	ITK1203A	75.51	OCTOBER 13		00082503	12/03/2013
	V008741		Special Department Supplies						
MW IP	BANK OF AMERICA V008741	MISC PW SUPPLIES	433658-6301	ITK1203A	28.89	OCTOBER 13		00082503	12/03/2013
	V008741		Special Department Supplies						
MW IP	BANK OF AMERICA V008741	HERITAGE CAMERA RENTAL	441573-6301	ITK1203A	440.94	OCTOBER 13		00082503	12/03/2013
	V008741		Special Department Supplies						
MW IP	BANK OF AMERICA V008741	AIRFARE-USED OIL CONF-GRAHA	504315-4205 / 20040-4205	ITK1203A	250.30	OCTOBER 13		00082503	12/03/2013
	V008741		State Grants						
MW IP	BANK OF AMERICA V008741	USED OIL CONF REG-GRAHAM	504315-4205 / 20040-4205	ITK1203A	40.00	OCTOBER 13		00082503	12/03/2013
	V008741		State Grants						
MW IP	BANK OF AMERICA V008741	CREDIT	0044-2049	ITK1203A	-110.00	OCTOBER 13		00082503	12/03/2013
	V008741		Health & Safety Collection						
MW IP	BANK OF AMERICA V008741	SR. CENTER SUPPLIES	0044-2040 / 79278-2040	ITK1203A	135.06	OCTOBER 13		00082503	12/03/2013
	V008741		Special Deposits						
MW IP	BANK OF AMERICA V008741	OCT FOOD DELIVERY	0044-2040 / 79202-2040	ITK1203A	263.88	OCTOBER 13		00082503	12/03/2013
	V008741		Special Deposits						
MW IP	BANK OF AMERICA V008741	PD ACADEMY UNIFORMS-GONZA	103041-6360	ITK1203A	192.12	OCTOBER 13		00082503	12/03/2013
	V008741		Uniforms						

City of Placentia
Warrant Register
For 12/10/2013

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Vendor Total:	21,730.33				
MW OH	BEE MAN, THE V000117	BEE REMOVAL	103655-6130 Repair & Maint/Facilities	TK1209A	250.00	81691	P09691	00082542	12/17/2013
MW OH	BEST BUY ADVANTAGE AC EPSON PRINTERS-PROPERTY DIVI V006202	SPECIAL DEPARTMENT SUPPLIES	103043-6301	TK1209A	488.79	1451367	P09594	00082543	12/17/2013
MW OH	BHARAT, MARU V009252	DEPOSIT REFUND-BACKS	100000-4385 / 79161-4385 Facility Rental	TK1209A	150.00	91207		00082544	12/17/2013
MW OH	BLAIS & ASSOCIATES V008128	OCT GRANT RESEARCH SVS	101511-6001 Management Consulting Services	TK1209A	150.00		P09747	00082545	12/17/2013
MW OH	BROWNE, DIANE V001205	FACILITY REFUND-AGUIRRE	100000-4385 / 79160-4385 Facility Rental	TK1209A	160.00	91259		00082546	12/17/2013
MW OH	BROWNE, DIANE V001205	DEPOSIT REFUND-AGUIRRE	100000-4385 / 79160-4385 Facility Rental	TK1209A	50.00	91260		00082546	12/17/2013
MW OH	BURKE WILLIAMS & SOREN V006247	OCT LEGAL SERVICES	101005-6005 Legal Services	TK1209A	210.00		P08928	00082547	12/17/2013
MW OH	BUSSE, MICHAEL V002621	OCT COMMANDERS MEETING	103040-6250 Staff Training	TK1209A	14,873.42	171493		00082548	12/17/2013
MW OH	C.A.P.E ACCOUNTING V006595	C.A.P.E. MEMBERSHIP	103043-6255 / 50100-6255 Dues & Memberships	TK1209A	17.00	7234	P09715	00082549	12/17/2013
MW OH	CALIFORNIA FORENSIC PHI NOV BLOOD DRAWS V000232	MEDICAL SERVICES	103040-6055	TK1209A	45.00	111213	P09657	00082550	12/17/2013
				Vendor Total:	45.00				
				Vendor Total:	1,451.25				

**City of Placentia
Warrant Register
For 12/10/2013**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
MW OH	CALIFORNIA STATE DISBUI V004813	P/E 11/23/13 PD DATE 11/29/13	0010-2196 Garnishments W/H	Vendor Total: PY13024	1,451.25 1,114.53 2700/1301024		00082495	11/29/2013
MW OH	CARL WARREN & CO V008011	NOV 3RD PARTY LIABILITY CLAIM	404582-6025 Third Party Administration	Vendor Total: TK1209A	1,114.53 1,481.00 1544764	P09119	00082551	12/17/2013
MW OH	CITY OF ANAHEIM V000021	MAY-OCT PMC PROSECUTIONS	101005-6299 Other Purchased Services	Vendor Total: TK1209A	1,481.00 3,510.00 CA0010048	P09719	00082552	12/17/2013
MW OH	CITY OF BREA V008654	13/14 ILJAOC CAPITAL REPLACEMENT	103043-6099 Other Professional Services	Vendor Total: TK1209A	3,510.00 3,336.00 6-1754	P09743	00082553	12/17/2013
MW OH	CITY OF BREA V008654	13/14 ILJAOC OPERATION MEMBERSHIP	103043-6099 Other Professional Services	Vendor Total: TK1209A	14,791.00 11,455.00 6-1754	P09743	00082553	12/17/2013
MW OH	CITY OF PLACENTIA V000773	MISC SUPPLIES	103041-6301 Special Department Supplies	Vendor Total: TK1209A	8.63 8.63 61219	P09717	00082554	12/17/2013
MW OH	CITY OF PLACENTIA V000773	FACILITY APPLICATION	103041-6301 Special Department Supplies	Vendor Total: TK1209A	15.00 15.00 61219	P09717	00082554	12/17/2013
MW OH	CITY OF PLACENTIA V000773	MEALS FOR PRISONERS	103041-6301 Special Department Supplies	Vendor Total: TK1209A	63.54 39.91 61219	P09717	00082554	12/17/2013
MW IP	COMLOCK V003166	ADA DOOR LOCKS/HANDLES	333554-6185 / 61124-6185 Construction Services	Vendor Total: ITK1205B	3,143.03 3,143.03 633435	P09703	00082509	12/05/2013
MW IP	COMLOCK V003166	ADA DOOR LOCKS/HANDLES	333554-6185 / 61124-6185 Construction Services	Vendor Total: ITK1205B	23.87 23.87 633539	P09703	00082509	12/05/2013
MW OH	COMMERCIAL AQUATIC SE V005203	NOV GOMEZ POOL MAINT	433654-6130 Repair & Maint/Facilities	Vendor Total: TK1209A	3,166.90 300.00 113-2907	P09209	00082555	12/17/2013
MW OH	COMMERCIAL AQUATIC SE	NOV WHITTEN POOL MAINT	433654-6130	Vendor Total: TK1209A	300.00 300.00 113-2908	P09209	00082555	12/17/2013

**City of Placentia
Warrant Register
For 12/10/2013**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V005203		Repair & Maint/Facilities						
MW OH	COUNTRY CARE PET RESOI V004422	K9 BOARDING-HABO	103041-6301 Special Department Supplies	TK1209A	600.00	104.00 7266	P09721	00082556	12/17/2013
			Vendor Total:		104.00				
MW OH	COUNTY OF ORANGE V007152	NOV OCATS SERVICES	103043-6299 Other Purchased Services	TK1209A	784.00	784.00 SH35169	P08923	00082557	12/17/2013
			Vendor Total:		784.00				
MW IP	DATA TICKET INC. V006119	OCT AR COLLECTIONS	102021-6099 Other Professional Services	ITK1205B	108.26	108.26 49967	P09712	00082510	12/05/2013
MW OH	DATA TICKET INC. V006119	OCT CODE ENFORCEMENT CITATI	0044-2040 / 50054-2040 Special Deposits	TK1209A	1,317.99	49916	P09720	00082558	12/17/2013
			Vendor Total:		1,426.25				
MW OH	DFS FLOORING INC V000099	OCT CARPET CLEANING	433654-6130 Repair & Maint/Facilities	TK1209A	605.00	300098-101	P08974	00082559	12/17/2013
MW OH	DFS FLOORING INC V000099	NOV CARPET CLEANING	433654-6130 Repair & Maint/Facilities	TK1209A	605.00	300098-102	P08974	00082559	12/17/2013
			Vendor Total:		1,210.00				
MW OH	DUDEK & ASSOCIATES INC V004114	SEPT-OCT ENGINEERING SVS	484356-6017 Special Studies	TK1209A	1,382.50	20134735	P09282	00082560	12/17/2013
			Vendor Total:		1,382.50				
MW OH	EDUCATIONAL CREDIT MG V004608	P/E 11/23/13 PD DATE 11/29/13	0043-2196 Garnishments W/H	PY13024	12.68	2711/1301024		00082496	11/29/2013
MW OH	EDUCATIONAL CREDIT MG V004608	P/E 11/23/13 PD DATE 11/29/13	0010-2196 Garnishments W/H	PY13024	461.37	2711/1301024		00082496	11/29/2013
			Vendor Total:		474.05				
MW OH	EMPIRE PIPE CLEANING AN V003109	EMERGENCY SEWER SVS	484376-6999 Other Expenditure	TK1209B	2,220.00	9372	P09198	00082561	12/17/2013
			Vendor Total:		2,220.00				

**City of Placentia
Warrant Register
For 12/10/2013**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ENTERPRISE FLEET V003312	SERVIC DEC PD LEASE VEHICLE	103042-6165 / 50070-6165 Vehicle Rental	TK1209B	2,494.41	FBN2467695	P08920	00082562	12/17/2013
			Vendor Total:		2,494.41				
MW OH	ENVIRONMENTAL COMPLI V009237	FOG INSPECTIONS	484356-6099 Other Professional Services	TK1209B	7,330.00	COPFOG113	P09700	00082563	12/17/2013
			Vendor Total:		7,330.00				
MW OH	FAIRWAY FORD V000376	VEHICLE REPAIRS	433658-6134 Vehicle Repair & Maintenance	TK1209B	897.54	10787	P09263	00082564	12/17/2013
MW OH	FAIRWAY FORD V000376	VEHICLE REPAIRS	433658-6134 Vehicle Repair & Maintenance	TK1209B	1,741.40	10809	P09263	00082564	12/17/2013
			Vendor Total:		2,638.94				
MW OH	FAIRWEATHER ROOFING V009234	ROOFING BOND REFUND-1175 CUJ	0044-2033 Construction & Demo Deposit	TK1209B	100.00	30-13-62	P09694	00082565	12/17/2013
MW OH	FAIRWEATHER ROOFING V009234	ROOFING BOND REFUND-1179 CUJ	0044-2033 Construction & Demo Deposit	TK1209B	100.00	30-13-63	P09694	00082565	12/17/2013
			Vendor Total:		200.00				
MW OH	FERRELL, JONATHAN V007312	K9 CONFERENCE-MEALS	103041-6250 Staff Training	TK1209B	120.00	62193	P09737	00082566	12/17/2013
			Vendor Total:		120.00				
MW IP	FIDELITY SECURITY LIFE V008132	LIFE I ⁿ DEC VISION PREMIUMS	395000-4740 ISF Employee Optical Costs	ITK1205B	1,679.15	6654450		00082511	12/05/2013
MW IP	FIDELITY SECURITY LIFE V008132	LIFE I ⁿ DEC VISION PREMIUMS	395083-5164 Optical Insurance Premiums	ITK1205B	1,085.50	6654450		00082511	12/05/2013
			Vendor Total:		2,764.65				
MW IP	GAS CO, THE V000909	NOV GAS CHARGES	431010-6340 Natural Gas	ITK1205B	30.55	112613		00082512	12/05/2013
			Vendor Total:		30.55				
MW IP	GE CAPITAL V008085	DEC COPIER LEASE-ADMIN	374386-6175 Office Equipment Rental	ITK1205B	164.58	59807688	P08896	00082513	12/05/2013
MW IP	GE CAPITAL	DEC COPIER LEASE-ADMIN	431010-6175	ITK1205B	164.58	59807688	P08896	00082513	12/05/2013

**City of Placentia
Warrant Register
For 12/10/2013**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V008085		Office Equipment Rental						
MW IP	GE CAPITAL V008085	DEC COPIER LEASE-REC	431010-6175 Office Equipment Rental	ITK1205B	145.03	59811519	P08897	00082513	12/05/2013
MW IP	GE CAPITAL V008085	DEC COPIER LEASE-REC	374386-6175 Office Equipment Rental	ITK1205B	145.03	59811519	P08897	00082513	12/05/2013
			Vendor Total:		619.22				
MW OH	GLOE, ADAM V002828	SUPERVISOR COURSE--MEALS,MII	103041-6250 Staff Training	TK1209B	148.25	72219	P09734	00082567	12/17/2013
MW OH	GLOE, ADAM V002828	FALL TUITION REIMBURSEMENT	431010-5150 Tuition Reimbursement	TK1209C	883.55	052913	P09784	00082567	12/17/2013
MW OH	GLOE, ADAM V002828	SPRING TUITION REIMBURSEMENT	431010-5150 Tuition Reimbursement	TK1209C	865.49	052913	P09784	00082567	12/17/2013
			Vendor Total:		1,897.29				
MW IP	GOLDEN STATE WATER CO V000928	OCT-NOV WATER CHARGES	296561-6335 Water	ITK1205B	4,275.93	112213		00082514	12/05/2013
MW IP	GOLDEN STATE WATER CO V000928	OCT-NOV WATER CHARGES	431010-6335 Water	ITK1205B	13,445.53	112213		00082514	12/05/2013
MW IP	GOLDEN STATE WATER CO V000928	JULY-NOV WATER CHARGES	296561-6335 Water	ITK1205C	3,734.76	112713		00082527	12/05/2013
MW IP	GOLDEN STATE WATER CO V000928	JULY-NOV WATER CHARGES	431010-6335 Water	ITK1205C	8,694.61	112713		00082527	12/05/2013
			Vendor Total:		30,150.83				
MW OH	GONSALVES & SON, JOE V005577	DEC LEGISLATIVE SERVICES	101001-6099 Other Professional Services	TK1209B	4,000.00	24065	P09059	00082568	12/17/2013
			Vendor Total:		4,000.00				
MW OH	GREAT WEST V006983	P/E 11/23/13 PD DATE	0048-2172 Deferred Comp Pay. - Gr West	PY13024	42.23	2607/1301024		00082497	11/29/2013
MW OH	GREAT WEST V006983	P/E 11/23/13 PD DATE	0010-2172 Deferred Comp Pay. - Gr West	PY13024	840.57	2607/1301024		00082497	11/29/2013
MW OH	GREAT WEST	P/E 11/23/13 PD DATE	0029-2172	PY13024	16.90	2607/1301024		00082497	11/29/2013

**City of Placentia
Warrant Register
For 12/10/2013**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V006983		Deferred Comp Pay. - Gr West						
MW OH	HALO CONFIDENTIAL SERV V008544	DEC TRAINING MGMT/BACKGROU	103040-6290 Dept. Contract Services	TK1209B	1,561.50	0021	P09390	00082569	12/17/2013
				Vendor Total:	899.70				
MW OH	HONEYWELL INTERNATIONAL V001388	EMERGENCY HVAC MAINT SVS	433654-6290 Dept. Contract Services	TK1209B	16,558.53	5227	P09050	00082570	12/17/2013
				Vendor Total:	1,561.50				
MW OH	HONEYWELL INTERNATIONAL V001388	NOV HVAC MAINT	433654-6290 Dept. Contract Services	TK1209B	439.37	5227543428	P09051	00082570	12/17/2013
MW OH	HONEYWELL INTERNATIONAL V001388	NOV HVAC MAINT	433654-6290 Dept. Contract Services	TK1209B	2,454.58	5227589457	P09051	00082570	12/17/2013
				Vendor Total:	19,452.48				
MW OH	HOUCK, LORNA V009251	DEPOSIT REFUND-TYNES GYM	100000-4385 / 79191-4385 Facility Rental	TK1209B	100.00	91209		00082571	12/17/2013
				Vendor Total:	100.00				
MW OH	HR GREEN INC. V007928	SEPT CITY ENGINEER SVS	484356-6015 Engineering Services	TK1209B	812.00	88663	P09636	00082572	12/17/2013
MW OH	HR GREEN INC. V007928	SEPT CITY ENGINEER SVS	103550-6015 Engineering Services	TK1209B	2,548.00	88663	P09636	00082572	12/17/2013
MW OH	HR GREEN INC. V007928	OCT CITY ENGINEER	484356-6015 Engineering Services	TK1209B	6,720.00	89180	P09636	00082572	12/17/2013
				Vendor Total:	10,080.00				
MW OH	IMPERIAL SPRINKLER SUPP V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	TK1209B	99.51	1861258-00	P09054	00082573	12/17/2013
MW OH	IMPERIAL SPRINKLER SUPP V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	TK1209B	138.51	1849020-00	P09693	00082573	12/17/2013
MW OH	IMPERIAL SPRINKLER SUPP V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	TK1209B	555.63	1856898-00	P09693	00082573	12/17/2013
				Vendor Total:	793.65				
MW IP	IMPRESSIONS PRINTING	BUSINESS CARDS-MELIA	101513-6315	ITK1205C	29.70	15838	P09708	00082528	12/05/2013

City of Placentia
Warrant Register
For 12/10/2013

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000517		Office Supplies						
MW OH	IMPRESSIONS PRINTING V000517	BUSINESS CARDS-REYNOLDS	102020-6315 Office Supplies	TK1209B	29.70	15909	P09751	00082574	12/17/2013
MW OH	IMPRESSIONS PRINTING V000517	BUSINESS CARDS-UPTGRAFF	101511-6315 Office Supplies	TK1209B	29.70	15909	P09751	00082574	12/17/2013
			Vendor Total:		89.10				
MW OH	ISMAIL, BUSHRA V004702	DEPOSIT REFUND-TYNES GYM	100000-4385 / 79191-4385 Facility Rental	TK1209B	100.00	91250		00082575	12/17/2013
			Vendor Total:		100.00				
MW OH	JOHN L HUNTER & ASSOCI V008757	2014 WALL POSTER CALENDARS Special Department Supplies	504315-6301 / 20040-6301	TK1209B	1,680.00	PLACAL1213	P09600	00082576	12/17/2013
			Vendor Total:		1,680.00				
MW IP	KEY GOVERNMENT FINANC V007864	FINANC JAN PHONE SYSTEM LEASE	333523-6840 / 30016-6840 Machinery & Equipment	ITK1205B	3,000.92	153495001401	P08961	00082515	12/05/2013
			Vendor Total:		3,000.92				
MW OH	KEYSTONE UNIFORMS V009178	PD FIELD SVS UNIFORMS	103041-6360 Uniforms	TK1209B	5.00	316	P09443	00082577	12/17/2013
MW OH	KEYSTONE UNIFORMS V009178	PD FIELD SVS UNIFORMS	103041-6360 Uniforms	TK1209B	15.00	317	P09443	00082577	12/17/2013
MW OH	KEYSTONE UNIFORMS V009178	PD FIELD SVS UNIFORMS	103041-6360 Uniforms	TK1209B	12.92	327	P09443	00082577	12/17/2013
MW OH	KEYSTONE UNIFORMS V009178	PD FIELD SVS UNIFORMS	103041-6360 Uniforms	TK1209B	5.00	328	P09443	00082577	12/17/2013
MW OH	KEYSTONE UNIFORMS V009178	PD FIELD SVS UNIFORMS	103041-6360 Uniforms	TK1209B	11.32	468	P09443	00082577	12/17/2013
MW OH	KEYSTONE UNIFORMS V009178	PD FIELD SVS UNIFORMS	103041-6360 Uniforms	TK1209B	11.32	469	P09443	00082577	12/17/2013
MW OH	KEYSTONE UNIFORMS V009178	PD FIELD SVS UNIFORMS	103041-6360 Uniforms	TK1209B	10.00	470	P09443	00082577	12/17/2013
MW OH	KEYSTONE UNIFORMS V009178	PD FIELD SVS UNIFORMS	103041-6360 Uniforms	TK1209B	20.00	483	P09443	00082577	12/17/2013

**City of Placentia
Warrant Register
For 12/10/2013**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V009178		Uniforms						
MW OH	KEYSTONE UNIFORMS V009178	PD FIELD SVS UNIFORMS	103041-6360 Uniforms	TK1209B	5.00	484	P09443	00082577	12/17/2013
MW OH	KEYSTONE UNIFORMS V009178	PD FIELD SVS UNIFORMS	103041-6360 Uniforms	TK1209B	20.00	485	P09443	00082577	12/17/2013
MW OH	KEYSTONE UNIFORMS V009178	PD FIELD SVS UNIFORMS	103041-6360 Uniforms	TK1209B	431.24	574	P09443	00082577	12/17/2013
MW OH	KEYSTONE UNIFORMS V009178	PD FIELD SVS UNIFORMS	103041-6360 Uniforms	TK1209B	355.48	685	P09443	00082577	12/17/2013
MW OH	KEYSTONE UNIFORMS V009178	PD FIELD SVS UNIFORMS	103041-6360 Uniforms	TK1209B	5.00	686	P09443	00082577	12/17/2013
MW OH	KEYSTONE UNIFORMS V009178	PD FIELD SVS UNIFORMS	103041-6360 Uniforms	TK1209B	5.00	687	P09443	00082577	12/17/2013
MW OH	KEYSTONE UNIFORMS V009178	PD FIELD SVS UNIFORMS	103041-6360 Uniforms	TK1209B	5.00	688	P09443	00082577	12/17/2013
MW OH	KEYSTONE UNIFORMS V009178	PD FIELD SVS UNIFORMS	103041-6360 Uniforms	TK1209B	540.14	704	P09443	00082577	12/17/2013
MW OH	KEYSTONE UNIFORMS V009178	PD FIELD SVS UNIFORMS	103041-6360 Uniforms	TK1209B	276.43	713	P09443	00082577	12/17/2013
MW OH	KEYSTONE UNIFORMS V009178	PD FIELD SVS UNIFORMS	103041-6360 Uniforms	TK1209B	782.85	717	P09443	00082577	12/17/2013
		Vendor Total:			2,516.70				
MW OH	KLEIN & WILSON V008149	OCT LEGAL SERVICES	101005-6006 Litigation	TK1209B	145.23	20225	P09746	00082578	12/17/2013
		Vendor Total:			145.23				
MW OH	KOSMONT COMPANIES V006131	OCT REAL ESTATE ADVISORY SV: 540000-6001 Management Consulting Services		TK1209B	5,251.70	0034	P09750	00082579	12/17/2013
		Vendor Total:			5,251.70				
MW IP	LIEBERT CASSIDY WHITMC EMPLOYEE WEBINAR V000597		101512-6250 Staff Training	ITK1205B	55.00	111213	P09705	00082516	12/05/2013

**City of Placentia
Warrant Register
For 12/10/2013**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Vendor Total:	55.00				
MW OH	LILLEY PLANNING GROUP V008540	11/11-30 BLDG INSPECTION SVS	102532-6045 Building Inspection Services	TK1209B	2,640.00	PLA132	P09113	00082580	12/17/2013
MW OH	LILLEY PLANNING GROUP V008540	11/11-30 BLDG CONTRACT SVS	102532-6290 Dept. Contract Services	TK1209B	3,196.00	PLA132	P09113	00082580	12/17/2013
MW OH	LILLEY PLANNING GROUP V008540	11/11-30 GENERAL PLAN SVS	333523-6017 / 6108670159-6017 Special Studies	TK1209B	348.00	PLA132	P09113	00082580	12/17/2013
MW OH	LILLEY PLANNING GROUP V008540	6/17-28 PW INSPECTOR SVS	103550-6290 Dept. Contract Services	TK1209B	1,600.00	PLA124B	P09144	00082580	12/17/2013
MW OH	LILLEY PLANNING GROUP V008540	8/19-31 PW INSPECTOR SVS	103550-6290 Dept. Contract Services	TK1209B	1,600.00	PLA127B	P09144	00082580	12/17/2013
MW OH	LILLEY PLANNING GROUP V008540	JUN PW INSPECTION SVS	333552-6185 / 6111440151-6185 Construction Services	TK1209B	1,460.00	PLA132B	P09722	00082580	12/17/2013
MW OH	LILLEY PLANNING GROUP V008540	JUN PW INSPECTION SVS	333552-6185 / 6111440011-6185 Construction Services	TK1209B	1,460.00	PLA132B	P09722	00082580	12/17/2013
				Vendor Total:	12,304.00				
MW OH	MANAGEMENT PARTNERS : V008226	BUDGET STABILIZATION PLAN; A	101511-6001 Management Consulting Services	TK1209B	9,645.00	INV00773	P09729	00082581	12/17/2013
MW OH	MANAGEMENT PARTNERS : V008226	NOV INTERIM MANAGEMENT ASS	101511-6001 Management Consulting Services	TK1209B	4,350.84	INV00738	P09730	00082581	12/17/2013
MW OH	MANAGEMENT PARTNERS : V008226	OCT INTERIM MANAGEMENT ASS	101511-6001 Management Consulting Services	TK1209B	1,837.92	INV00738	P09730	00082581	12/17/2013
				Vendor Total:	15,833.76				
MW OH	MARTINEZ, AUSTIN V004930	1ST RESPONDERS-REG,MEAL,MIL	103041-6250 Staff Training	TK1209B	34.83	62193	P09735	00082582	12/17/2013
MW OH	MARTINEZ, LIZZET V008701	DEPOSIT REFUND-BACKS	100000-4385 / 79161-4385 Facility Rental	TK1209B	150.00	91247		00082583	12/17/2013
MW IP	MINNESOTA LIFE INSURAN	NOV LIFE INSURANCE PREMIUM	101511-5163	Vendor Total: ITK1205B	150.00		P09740	00082517	12/05/2013

**City of Placentia
Warrant Register
For 12/10/2013**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000627		Life Insurance Premiums						
MW OH	NELSON, SCOTT V003479	REIMBURSEMENT-LEAGUE CONF	101001-6245 Meetings & Conferences	TK1209B	644.40	112013	P09749	00082584	12/17/2013
				Vendor Total:	416.68				
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 11/23/13 PD DATE 11/29/13	0037-2176 PCEA/OCEA Assoc Dues	PY13024	5.77	2610/1301024		00082498	11/29/2013
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 11/23/13 PD DATE 11/29/13	0048-2176 PCEA/OCEA Assoc Dues	PY13024	18.75	2610/1301024		00082498	11/29/2013
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 11/23/13 PD DATE 11/29/13	0010-2176 PCEA/OCEA Assoc Dues	PY13024	236.20	2610/1301024		00082498	11/29/2013
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 11/23/13 PD DATE 11/29/13	0043-2176 PCEA/OCEA Assoc Dues	PY13024	19.24	2610/1301024		00082498	11/29/2013
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 11/23/13 PD DATE 11/29/13	0029-2176 PCEA/OCEA Assoc Dues	PY13024	8.64	2610/1301024		00082498	11/29/2013
				Vendor Total:	288.60				
MW IP	ORANGE EMPIRE CHAPTER V009260	ICC OEC DEC MEETING	102532-6255 Dues & Memberships	ITK1210B	150.00	121013	P09778	00082529	12/10/2013
MW OH	PACIFIC MH CONSTRUCTIO V009236	HOUSING REHAB-161 E. ORANGET	302535-6401 Community Programs	TK1209C	11,290.00	187040	P09699	00082585	12/17/2013
				Vendor Total:	150.00				
MW IP	PACIFIC SYSTEMS ELECTRI V003450	SECONDARY CONTAINMENT TES	433658-6290 Dept. Contract Services	ITK1210B	10,073.00	14457	P09787	00082530	12/10/2013
MW OH	PALAFIX, ANA V009253	DEPOSIT REFUND-BACKS	100000-4385 / 79161-4385 Facility Rental	TK1209C	150.00	91208		00082586	12/17/2013
				Vendor Total:	10,073.00				
MW OH	PARKHOUSE TIRE INC	TIRES	433658-6134	TK1209C	1,440.29	1020124839	P09057	00082587	12/17/2013
				Vendor Total:	150.00				

**City of Placentia
Warrant Register
For 12/10/2013**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V004472		Vehicle Repair & Maintenance						
MW OH	PARKHOUSE TIRE INC V004472	TIRES	433658-6134 Vehicle Repair & Maintenance	TK1209C	121.50	1020125038	P09057	00082587	12/17/2013
			Vendor Total:		1,561.79				
MW OH	PARTS SOURCE V000817	VEHICLE/EQUIP PARTS	433658-6134 Vehicle Repair & Maintenance	TK1209C	22.00	11579	P09179	00082588	12/17/2013
MW OH	PARTS SOURCE V000817	VEHICLE/EQUIP PARTS	433658-6134 Vehicle Repair & Maintenance	TK1209C	12.32	9078	P09179	00082588	12/17/2013
			Vendor Total:		34.32				
MW OH	PASCARELLA, RICHARD V002546	OCT COMMANDERS MEETING	103040-6250 Staff Training	TK1209C	17.00	7229	P09714	00082589	12/17/2013
MW OH	PASCARELLA, RICHARD V002546	WINTER TUITION REIMBURSEMENT	431010-5150 Tuition Reimbursement	TK1209C	618.45	053013	P09781	00082589	12/17/2013
MW OH	PASCARELLA, RICHARD V002546	FALL TUITION REIMBURSEMENT	431010-5150 Tuition Reimbursement	TK1209C	565.00	053013	P09781	00082589	12/17/2013
			Vendor Total:		1,200.45				
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 11/23/13 PD DATE 11/29/13	0010-2176 PCEA/OCEA Assoc Dues	PY13024	24.55	2615/1301024		00082499	11/29/2013
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 11/23/13 PD DATE 11/29/13	0037-2176 PCEA/OCEA Assoc Dues	PY13024	0.60	2615/1301024		00082499	11/29/2013
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 11/23/13 PD DATE 11/29/13	0029-2176 PCEA/OCEA Assoc Dues	PY13024	0.90	2615/1301024		00082499	11/29/2013
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 11/23/13 PD DATE 11/29/13	0043-2176 PCEA/OCEA Assoc Dues	PY13024	2.00	2615/1301024		00082499	11/29/2013
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 11/23/13 PD DATE 11/29/13	0048-2176 PCEA/OCEA Assoc Dues	PY13024	1.95	2615/1301024		00082499	11/29/2013
			Vendor Total:		30.00				
MW OH	PEPUS, STEVE V008383	DEPOSIT REFUND-KRAEMER FIEL Facility Rental	100000-4385 / 79174-4385	TK1209C	100.00	91214		00082590	12/17/2013
			Vendor Total:		100.00				

City of Placentia
Warrant Register
For 12/10/2013

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	PERRY, BRIAN V002942	SUMMER TUITION REIMBURSEME	431010-5150 Tuition Reimbursement	TK1209C	2,347.13	111813	P09782	00082591	12/17/2013
MW OH	PERRY, BRIAN V002942	WINTER TUITION REIMBURSEME	431010-5150 Tuition Reimbursement	TK1209C	1,622.88	052913	P09783	00082591	12/17/2013
		Vendor Total:			3,970.01				
MW OH	PETREDES, PAUL V009250	DEPOSIT REFUND-VALADEZ FIEL	100000-4385 / 79177-4385 Facility Rental	TK1209C	24.00	91212		00082592	12/17/2013
MW OH	PETREDES, PAUL V009250	DEPOSIT REFUND-VALADEZ FIEL	100000-4385 / 79177-4385 Facility Rental	TK1209C	76.00	91213		00082592	12/17/2013
		Vendor Total:			100.00				
MW IP	PLACENTIA CITY OF V000778	NOV DENTAL CLAIMS	395083-5130 Dental Claim	ITK1205B	4,228.20	1101-1127		00082518	12/05/2013
MW OH	PLACENTIA POLICE MANAC V000839	P/E 11/23/13 PD DATE 11/29/13	0010-2180 Police Mgmt Assn Dues	PY13024	1,000.28	2625/1301024		00082500	11/29/2013
		Vendor Total:			4,228.20				
MW OH	PLACENTIA POLICE OFFICE V003519	P/E 11/23/13 PD DATE 11/29/13	0010-2178 Placentia Police Assoc Dues	PY13024	2,928.58	2620/1301024		00082501	11/29/2013
MW OH	PLACENTIA POLICE OFFICE V003519	P/E 11/23/13 PD DATE 11/29/13	0050-2178 Placentia Police Assoc Dues	PY13024	94.70	2620/1301024		00082501	11/29/2013
		Vendor Total:			1,000.28				
MW IP	PLACENTIA, CITY OF V000782	NOV WORKERS COMP REIMBURS	404580-5165 Workers' Compensation Claims	ITK1205B	6,615.67	1105-1126		00082519	12/05/2013
		Vendor Total:			3,023.28				
MW OH	POINT, ERIC V002831	FALL TUITION REIMBURSEMENT	431010-5150 Tuition Reimbursement	TK1209C	570.00	111813	P09785	00082593	12/17/2013
MW OH	POINT, ERIC V002831	SUMMER TUITION REIMBURSEME	431010-5150 Tuition Reimbursement	TK1209C	573.75	111813	P09785	00082593	12/17/2013
		Vendor Total:			1,143.75				
MW OH	PTM GENERAL ENGINEERIN	CONSTRUCTION SVS-ROSE DR/YC	333552-6185 / 6109540020-6185	TK1209C	32,563.24	1113131307		00082594	12/17/2013

**City of Placentia
Warrant Register
For 12/10/2013**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V008977		Construction Services						
MW OH	PTM GENERAL ENGINEERIN	CONSTRUCTION SVS-ROSE DR/YC	333552-6185 / 6109540600-6185	TK1209C	32,563.24	1113131307		00082594	12/17/2013
	V008977		Construction Services						
				Vendor Total:	65,126.48				
MW IP	RELIANCE STANDARD LIFE	DEC LTD/LIFE INSURANCE	395000-4730	ITK1205B	2,495.48	DEC 13		00082520	12/05/2013
	V008214		ISF LTD Ins Reimbursements						
MW IP	RELIANCE STANDARD LIFE	DEC LTD/LIFE INSURANCE	395000-4725	ITK1205B	1,970.49	DEC 13		00082520	12/05/2013
	V008214		ISF Life Ins Reimbursements						
MW IP	RELIANCE STANDARD LIFE	DEC LTD/LIFE INSURANCE	395083-5163	ITK1205B	26.40	DEC 13		00082520	12/05/2013
	V008214		Life Insurance Premiums						
MW IP	RELIANCE STANDARD LIFE	DEC LTD/LIFE INSURANCE	0010-2186	ITK1205B	592.57	DEC 13		00082520	12/05/2013
	V008214		Optional Life Insurance						
				Vendor Total:	5,084.94				
MW OH	SCCA	CHAPLAINS MEMBERSHIP	103040-6099	TK1209C	140.00	111313	P09689	00082595	12/17/2013
	V008598		Other Professional Services						
				Vendor Total:	140.00				
MW OH	SHRED-IT LOS ANGELES	11/6/13 SHRED DOCUMENTS SVS	374386-6299	TK1209C	86.67	9402782572	P08883	00082596	12/17/2013
	V000905		Other Purchased Services						
MW OH	SHRED-IT LOS ANGELES	11/21/13 SHRED DOCUMENTS SVS	374386-6299	TK1209C	86.67	9402854384	P08883	00082596	12/17/2013
	V000905		Other Purchased Services						
				Vendor Total:	173.34				
MW OH	SIEMENS INDUSTRY INC	AUG EMERGENCY INTERSECTION	103652-6099	TK1209C	12,400.00	400109915	P09324	00082597	12/17/2013
	V008785		Other Professional Services						
MW OH	SIEMENS INDUSTRY INC	AUG EMERGENCY INTERSECTION	103652-6099	TK1209C	2,800.00	400109916	P09324	00082597	12/17/2013
	V008785		Other Professional Services						
MW OH	SIEMENS INDUSTRY INC	INTERSECTION LOOP REPLACEMENT	103652-6099	TK1209C	800.00	400113377	P09324	00082597	12/17/2013
	V008785		Other Professional Services						
MW OH	SIEMENS INDUSTRY INC	INTERSECTION LOOP REPLACEMENT	103652-6099	TK1209C	536.00	400113378	P09324	00082597	12/17/2013
	V008785		Other Professional Services						
MW OH	SIEMENS INDUSTRY INC	INTERSECTION LOOP REPLACEMENT	0010-1228	TK1209C	264.00	400113378	P09324	00082597	12/17/2013

**City of Placentia
Warrant Register
For 12/10/2013**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V008785		AR/County of Orange						
MW OH	SIEMENS INDUSTRY INC V008785	INTERSECTION LOOP REPLACEMENT	103652-6099 Other Professional Services	TK1209C	800.00	400113991	P09324	00082597	12/17/2013
MW OH	SIEMENS INDUSTRY INC V008785	OCT EMERGENCY INTERSECTION	0010-1224 AR/City of Fullerton	TK1209C	31.25	400114548	P09324	00082597	12/17/2013
MW OH	SIEMENS INDUSTRY INC V008785	OCT EMERGENCY INTERSECTION	103652-6099 Other Professional Services	TK1209C	2,577.76	400114548	P09324	00082597	12/17/2013
MW OH	SIEMENS INDUSTRY INC V008785	OCT EMERGENCY INTERSECTION	0010-1232 Accts Rec/Other Agencies	TK1209C	225.70	400114548	P09324	00082597	12/17/2013
MW OH	SIEMENS INDUSTRY INC V008785	OCT TRAFFIC SIGNAL MAINT	0010-1224 AR/City of Fullerton	TK1209C	176.80	400114550	P09325	00082597	12/17/2013
MW OH	SIEMENS INDUSTRY INC V008785	OCT TRAFFIC SIGNAL MAINT	0010-1232 Accts Rec/Other Agencies	TK1209C	182.38	400114550	P09325	00082597	12/17/2013
MW OH	SIEMENS INDUSTRY INC V008785	OCT TRAFFIC SIGNAL MAINT	103652-6099 Other Professional Services	TK1209C	4,170.27	400114550	P09325	00082597	12/17/2013
MW OH	SIEMENS INDUSTRY INC V008785	OCT TRAFFIC SIGNAL MAINT	0010-1226 AR/City of Yorba Linda	TK1209C	127.50	400114550	P09325	00082597	12/17/2013
MW OH	SIEMENS INDUSTRY INC V008785	OCT TRAFFIC SIGNAL MAINT	0010-1228 AR/County of Orange	TK1209C	28.05	400114550	P09325	00082597	12/17/2013
MW OH	SIEMENS INDUSTRY INC V008785	AUG TRAFFIC SIGNAL MAINT-RO	333552-6185 / 6109540600-6185 Construction Services	TK1209C	29.82	400113086	P09633	00082597	12/17/2013
MW OH	SIEMENS INDUSTRY INC V008785	AUG TRAFFIC SIGNAL MAINT-RO	333552-6185 / 6109540020-6185 Construction Services	TK1209C	29.82	400113086	P09633	00082597	12/17/2013
					Vendor Total:	25,179.35			
MW OH	SIMPLEX GRINNELL V008625	QUARTERLY ALARM MONITORING	433654-6127 Alarm Monitoring	TK1209C	3,094.94	76621886	P09048	00082598	12/17/2013
MW OH	SIMPLEX GRINNELL V008625	EMERGENCY ALARM REPAIRS	433654-6127 Alarm Monitoring	TK1209C	666.76	69595002	P09052	00082598	12/17/2013
					Vendor Total:	3,761.70			
MW OH	SINON, CHRIS	DEPOSIT REFUND-OBERLE GYM	100000-4385 / 79179-4385	TK1209C	100.00	91249		00082599	12/17/2013

City of Placentia
Warrant Register
For 12/10/2013

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V009258		Facility Rental						
MW OH	SIRCHIE V000936	EVIDENCE DRYING CABINET FILT	103043-6301 Special Department Supplies	TK1209C	100.00 1,547.30	0144117-IN	P09593	00082600	12/17/2013
				Vendor Total:	1,547.30				
MW OH	SMITH, WARD V002806	OCT COMMANDERS MEETING	103040-6250 Staff Training	TK1209C	17.00	6229	P09716	00082601	12/17/2013
				Vendor Total:	17.00				
MW IP	SOUTHERN CALIFORNIA EI V000910	OCT-NOV ELECTRICAL CHARGES	0010-1220 Accts Rec/Plac Library Dist	ITK1205B	3,611.41	112713		00082521	12/05/2013
MW IP	SOUTHERN CALIFORNIA EI V000910	OCT-NOV ELECTRICAL CHARGES	431010-6330 Electricity	ITK1205B	13,675.90	112713		00082521	12/05/2013
MW IP	SOUTHERN CALIFORNIA EI V000910	OCT-NOV ELECTRICAL CHARGES	0010-1224 AR/City of Fullerton	ITK1205B	104.66	112713		00082521	12/05/2013
MW IP	SOUTHERN CALIFORNIA EI V000910	OCT-NOV ELECTRICAL CHARGES	0010-1232 Accts Rec/Other Agencies	ITK1205B	19.03	112713		00082521	12/05/2013
MW IP	SOUTHERN CALIFORNIA EI V000910	OCT-NOV ELECTRICAL CHARGES	296561-6330 Electricity	ITK1205B	101.69	112713		00082521	12/05/2013
				Vendor Total:	17,512.69				
MW OH	SPARKLETT V000967	NOV WATER DELIVERY	431010-6301 Special Department Supplies	TK1209C	57.10	4106122 111713	P08884	00082602	12/17/2013
				Vendor Total:	57.10				
MW IP	SPRINT V006533	NOV RELAY SERVICES	431010-6215 Telephone	ITK1205B	37.99	313574471-025		00082522	12/05/2013
				Vendor Total:	37.99				
MW OH	STANTEC CONSULTING SEF V008895	SEPT-OCT TRAFFIC ENGINEERING	333552-6185 / 6111440011-6185 Construction Services	TK1209C	173.13	739486	P09275	00082603	12/17/2013
MW OH	STANTEC CONSULTING SEF V008895	SEPT-OCT TRAFFIC ENGINEERING	333552-6185 / 6111440151-6185 Construction Services	TK1209C	1,558.21	739486	P09275	00082603	12/17/2013

**City of Placentia
Warrant Register
For 12/10/2013**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	SUBURBAN PROPANE V000971	PROPANE	433658-6345 Gasoline & Diesel Fuel	TK1209C	21.70	189079	P08947	00082604	12/17/2013
				Vendor Total:	1,731.34				
MW OH	SULLY MILLER CONTRACT V008986	OCT CONSTRUCTION-VALANCIA	333552-6185 / 6103440020-6185 Construction Services	TK1209C	9,475.58	180392	P09215	00082605	12/17/2013
				Vendor Total:	21.70				
MW OH	SULLY MILLER CONTRACT V008986	OCT CONSTRUCTION-VALANCIA	333552-6185 / 6103440600-6185 Construction Services	TK1209C	9,475.58	180392	P09215	00082605	12/17/2013
				Vendor Total:	18,951.16				
MW OH	SWRCB V000957	ANNUAL PERMIT FEES	374386-6257 Licenses & Permits	TK1209C	15,989.00	WD0088321	P09723	00082606	12/17/2013
MW OH	SWRCB V000957	ANNUAL PERMIT FEES	484356-6257 Licenses & Permits	TK1209C	1,940.00	WD0091425	P09723	00082606	12/17/2013
				Vendor Total:	17,929.00				
MW OH	TASER INTERNATIONAL V002552	X26 TASER CARTRIDGE	103041-6301 Special Department Supplies	TK1209C	633.97	1338767	P09688	00082607	12/17/2013
				Vendor Total:	633.97				
MW IP	TIME WARNER CABLE V004450	DEC 10 MB CABLE SERVICES	431010-6215 Telephone	ITK1205B	1,797.75	120113		00082523	12/05/2013
				Vendor Total:	1,797.75				
MW OH	TORRES CONSTRUCTION V009233	ROOF BOND REFUND	0044-2033 Construction & Demo Deposit	TK1209C	100.00	301353	P09679	00082608	12/17/2013
				Vendor Total:	100.00				
MW OH	TORRES, CAROLINA V009169	FIELD EVIDENCE TECH-REG,MEAJ	103043-6250 Staff Training	TK1209C	953.76	62191	P09738	00082609	12/17/2013
				Vendor Total:	953.76				
MW OH	TRACKER PRODUCTS V005956	ANNUAL RENEWAL	103043-6099 Other Professional Services	TK1209C	5,200.00	15093	P09713	00082610	12/17/2013
				Vendor Total:	5,200.00				

City of Placentia
Warrant Register
For 12/10/2013

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	TRAFFIC MANAGEMENT V008463	PAINT & SIGN SUPPLIES	103652-6301 Special Department Supplies	TK1209C	267.84	173108	P08971	00082611	12/17/2013
			Vendor Total:		267.84				
MW OH	TRIPLE SMITH & ASSOCIA V007848	NOV IT CONSULTING SVS	422023-6290 Dept. Contract Services	TK1209C	1,125.00	855	P09515	00082612	12/17/2013
MW OH	TRIPLE SMITH & ASSOCIA V007848	NOV IT PROJECT MANAGEMENT S	333523-6899 / 30017-6899 Other Capital Outlay	TK1209C	250.00	851	P09710	00082612	12/17/2013
			Vendor Total:		1,375.00				
MW OH	TRUJILLO, ADOLFO V009256	DEPOSIT REFUND-BACKS	100000-4385 / 79161-4385 Facility Rental	TK1209C	150.00	90705		00082613	12/17/2013
			Vendor Total:		150.00				
MW OH	UPS V009248	SHIPPING CHARGES	103040-6301 Special Department Supplies	TK1209C	19.81	0000RR026844	P09742	00082614	12/17/2013
			Vendor Total:		19.81				
MW IP	US BANK PARS #6746022400 V008781	PARS/ARS P/E 11/23 PD 11/29	0043-2126 Employee PARS/ARS W/H	ITK1205B	16.54	112613J		00082524	12/05/2013
MW IP	US BANK PARS #6746022400 V008781	PARS/ARS P/E 11/23 PD 11/29	0010-2131 Employer PARS/ARS Payable	ITK1205B	931.15	112613J		00082524	12/05/2013
			Vendor Total:		931.15				
MW IP	US BANK PARS #6746022400 V008781	PARS/ARS P/E 11/23 PD 11/29	0010-2126 Employee PARS/ARS W/H	ITK1205B	931.15	112613J		00082524	12/05/2013
MW IP	US BANK PARS #6746022400 V008781	PARS/ARS P/E 11/23 PD 11/29	0043-2131 Employer PARS/ARS Payable	ITK1205B	16.54	112613J		00082524	12/05/2013
			Vendor Total:		1,895.38				
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 11/23/13 PD DATE 11/29/13	0010-2170 Deferred Comp Payable - ICMA	PY13024	1,165.53	2606/1301024		00082502	11/29/2013
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 11/23/13 PD DATE 11/29/13	0029-2170 Deferred Comp Payable - ICMA	PY13024	13.84	2606/1301024		00082502	11/29/2013
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 11/23/13 PD DATE 11/29/13	0048-2170 Deferred Comp Payable - ICMA	PY13024	20.76	2606/1301024		00082502	11/29/2013
			Vendor Total:		1,200.13				

**City of Placentia
Warrant Register
For 12/10/2013**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	WANGDU, NAMGYAL V009257	DEPOSIT REFUND-TYNES GYM	100000-4385 / 79191-4385 Facility Rental	TK1209C	100.00	91248		00082615	12/17/2013
MW OH	WAXIE SANITARY SUPPLY V001132	WAX & FLOOR STRIPPER	433654-6301 Special Department Supplies	Vendor Total: TK1209C	100.00 670.57	74260022	P09321	00082616	12/17/2013
MW OH	WEST COAST ARBORISTS II V001124	10/16-31 TREE TRIMMING	103655-6115 Landscaping	Vendor Total: TK1209C	670.57 6,240.00	92325	P09336	00082617	12/17/2013
MW OH	WEST COAST ARBORISTS II V001124	11/1-15 TREE TRIMMING	103655-6115 Landscaping	TK1209C	720.00	92513	P09336	00082617	12/17/2013
MW OH	WEX BANK V007269	NOV PD FLEET GAS	433658-6345 Gasoline & Diesel Fuel	Vendor Total: TK1209C	6,960.00 3,090.53	34944817	P09068	00082618	12/17/2013
MW OH	WILLDAN ENGINEERING V001127	OCT TRAFFIC ENGINEERING	103550-6015 Engineering Services	Vendor Total: TK1209C	3,090.53 4,480.00	00612307	P09219	00082619	12/17/2013
MW OH	WILLDAN ENGINEERING V001127	OCT CONSTRUCTION MGMT-ROSE	333552-6185 / 6109540600-6185 Construction Services	TK1209C	3,483.38	00411909	P09268	00082619	12/17/2013
MW OH	WILLDAN ENGINEERING V001127	OCT CONSTRUCTION MGMT-ROSE	333552-6185 / 6109540020-6185 Construction Services	TK1209C	3,483.37	00411909	P09268	00082619	12/17/2013
MW OH	WILLDAN ENGINEERING V001127	OCT TRAFFIC ENGINEER SVS-SAF	333552-6185 / 6111440011-6185 Construction Services	TK1209C	980.00	00612309	P09530	00082619	12/17/2013
MW OH	WILLDAN ENGINEERING V001127	OCT TRAFFIC ENGINEER SVS-SAF	333552-6185 / 6111440151-6185 Construction Services	TK1209C	980.00	00612309	P09530	00082619	12/17/2013
MW OH	WILLDAN ENGINEERING V001127	SEPT TRAFFIC ENGINEERING SVS	333552-6015 / 6105615155-6015 Engineering Services	TK1209C	840.00	00612259	P09724	00082619	12/17/2013
MW OH	WILLDAN FINANCIAL SERV V005723	OCT CFD FORMATION ANALYSIS	101511-6001 Management Consulting Services	Vendor Total: TK1209C	14,246.75 1,055.00	010-22598	P09731	00082620	12/17/2013
				Vendor Total:	1,055.00				

**City of Placentia
Warrant Register
For 12/10/2013**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	WM CURBSIDE INC V000230	OCT USED OIL COLLECTION	504315-6301 / 20040-6301 Special Department Supplies	TK1209C	140.00	5697	P09044	00082621	12/17/2013
MW OH	Y & M CONSTRUCTION V008975	CONTINGENCY-PED ACCESS	333552-6185 / 6110240202-6185 Construction Services	TK1209C	12,300.79	CONTINGENC	P09273	00082622	12/17/2013
MW IP	YORBA LINDA WATER DIST V001148	NOV WATER CHARGES	431010-6335 Water	ITK1205B	1,752.36	112513		00082525	12/05/2013
		Vendor Total:			140.00				
		Vendor Total:			12,300.79				
		Vendor Total:			1,752.36				
		Type Total:			521,800.60				
		Warrant Total:			530,739.02				



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: INTERIM DIRECTOR OF FINANCE
DATE: DECEMBER 17, 2013
SUBJECT: OCTOBER 2013 TREASURER'S REPORT

FISCAL
IMPACT: EXPENSE: NONE

SUMMARY:

The Finance Department has prepared a Treasurer's Report, which presents the City's investment portfolio for the month of October 2013. It includes all investments managed by the City and investments held by trustees.

RECOMMENDATION:

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

1. Receive and file the October 2013 Treasurer's Report.

DISCUSSION:

Government Code Section 53646 states that the Treasurer or Chief Financial Officer of the City may render a report on investments at least quarterly to the legislative body. The attached Treasurer's Reports present the City's investment portfolio for the month of October 2013. The City Treasurer has reviewed and signed the attached reports.

Submitted by:



Michael Nguyen
Interim Director of Finance

Reviewed and approved:



Troy L. Butzlaff, ICMA-CM
City Administrator

Attachments: October 2013 Treasurer's Report

1.d.

December 17, 2013

City of Placentia

CITY TREASURER'S REPORT

**October 2013
(PRELIMINARY)**

Fiscal Year 2013-14



**CITY OF PLACENTIA TREASURER'S REPORT
SUMMARY OF CASH & INVESTMENTS
AS OF OCTOBER 31, 2013 (PRELIMINARY)**

CASH & INVESTMENTS HELD BY CITY				
	Percent of Portfolio	Current Yield	Cost	Market Value
<u>Invested</u>				
Local Agency Investment Fund	63.97%	0.27%	\$ 2,071,966.07	\$ 2,071,966.07
<u>Non-Invested</u>				
Checking Accounts	36.03%		\$ 1,166,760.97	\$ 1,166,760.97
Total Cash & Investments Held by City	100.00%		\$ 3,238,727.04	\$ 3,238,727.04

CASH & INVESTMENTS HELD BY FISCAL AGENT				
	Percent of Portfolio	Current Yield	Cost	Market Value
Money Market Mutual Funds	74.58%	0.20%	\$ 1,591,142.05	\$ 1,591,142.05
Federal Agency Securities	25.42%	5.26%	\$ 542,329.34	\$ 556,944.30
Total Cash & Investments Held by FA	100.00%		\$ 2,133,471.39	\$ 2,148,086.35

TOTAL CASH AND INVESTMENTS	
Cash & Investments Held by City and Fiscal Agent - Market Value	\$ 5,386,813.39

CITY OF PLACENTIA TREASURER'S REPORT

**CASH AND INVESTMENT DETAIL - CITY
AS OF OCTOBER 31, 2013 (PRELIMINARY)**

HELD BY CITY							
Agency	Investment Description	Coupon Rate	Current Yield	Purchase Date	Maturity Date	Purchase Price	Market Value
CASH:							
Bank of America - General Checking	Account No. 143128-0221	N/A	N/A	Varies	On Demand	\$ 922,891.23	\$ 922,891.23
Wells Fargo - HCD Rehabilitation	Account No. 7001183	N/A	N/A	Varies	On Demand	\$ 154,578.50	\$ 154,578.50
Wells Fargo - HCD Rehabilitation	Account No. 7601008	N/A	N/A	Varies	On Demand	\$ 147.85	\$ 147.85
Bank of America - Workers' Comp	Account No. 143188-0525	N/A	N/A	Varies	On Demand	\$ 74,528.97	\$ 74,528.97
Bank of America - Healthcare	Account No. 143138-0513	N/A	N/A	Varies	On Demand	\$ 14,614.42	\$ 14,614.42
Total Cash						\$ 1,166,760.97	\$ 1,166,760.97
INVESTMENTS:							
Local Agency Investment Fund	City Account No. 98-30-678	N/A	0.26%	Varies	On Demand	\$ 2,071,966.07	\$ 2,071,966.07
TOTAL CASH & INVESTMENTS HELD BY CITY						\$ 3,238,727.04	\$ 3,238,727.04

CITY OF PLACENTIA TREASURER'S REPORT

INVESTMENT DETAIL - HELD BY TRUSTEE
AS OF OCTOBER 31, 2013 (PRELIMINARY)

HELD BY TRUSTEE							
Agency	Investment Description	Coupon Rate	Current Yield	Purchase Date	Maturity Date	Purchase Price	Market Value
2011 Gas Tax Certificates of Participation							
Wells Fargo	Wells Fargo Money Market	N/A	N/A	Varies	Varies	\$ 483,982.88	\$ 483,982.88
2003 Certificate of Participation							
US Bank	US Bank Money Market	N/A	0.20%	Varies	Varies	\$ 652,142.22	\$ 652,142.22
2002 Tax Allocation Bond Series A							
US Bank	First American Treasury Fund	N/A	N/A	Varies	Varies	\$ 6,783.26	\$ 6,783.26
US Bank	United States Treasury Bonds	2.61%	5.17%	Varies	2/3/2014	\$ 218,100.13	\$ 223,977.60
2002 Tax Allocation Bond Series B							
US Bank	First American Treasury Fund	N/A	N/A	Varies	Varies	\$ 9,146.47	\$ 9,146.47
US Bank	United States Treasury Bonds	2.61%	5.17%	Varies	2/3/2014	\$ 324,229.21	\$ 332,966.70
2009 Subordinate Tax Allocation Notes							
US Bank	First American Treasury Fund	N/A	N/A	Varies	Varies	\$ 0.82	\$ 0.82
2009 Lease Revenue Bond							
US Bank	US Bank Money Market	N/A	0.20%	Varies	Varies	\$ 439,086.40	\$ 439,086.40
TOTAL INVESTMENTS HELD BY TRUSTEE						\$ 2,133,471.39	\$ 2,148,086.35

CITY OF PLACENTIA TREASURER'S REPORT



CASH BALANCES

AS OF OCTOBER 31, 2013 (PRELIMINARY)

CITY		
101	General Fund	(1,492,796.76)
114	Cash Basis Fund	-
115	Economic Uncertainty	500,000.00
201	Utility User Tax	-
205	State Gas Tax	244,535.99
206	Gas Tax Bond Fund	-
207	Housing Authority	(17,302.58)
210	Measure M	561,887.26
215	Air Quality Management	190,886.05
225	Asset Seizure	376,688.08
226	Traffic Offender Fund	34,184.92
230	Supplemental Law Enforcement	36,353.00
235	Park Development	8,268.99
240	Sewer Construction	-
245	Storm Drain Construction	42,806.23
250	Thoroughfare Construction	37,853.51
255	Underground Utilities	39.78
260	Street Lighting District	(119,999.37)
265	Landscape Maintenance	255,145.17
270	Housing and Community Development	(53,257.10)
275	Sewer Maintenance	1,557,877.86
280	Miscellaneous Grants	389,739.49
401	City Capital Projects	(985,491.78)
425	Orangethorpe Corridor	-
501	Refuse Administration	(869,079.19)
505	CNG Fueling Station	364,413.83
601	Employee Health & Welfare	(514,526.87)
605	Risk Management	2,196,024.96
610	Equipment Replacement	46,555.27
615	Information Technology	8,904.52
620	Citywide Services	(381,864.48)
701	Special Deposits	1,020,984.61
705	H.C.D. Rehabilitation Loans	10,404.32
710	Alta Vista District 85-1	-
715	Community Facilities District	73,581.07
	Sub-Total	3,522,816.78
SUCCESSOR AGENCY TO THE RDA		
208	Successor Agency Retirement Fund	(747,775.29)
	Sub-Total	(747,775.29)
105	Pooled Cash (Investments)	(2,067,816.23)
	TOTAL CASH	\$ 707,225.26

CITY OF PLACENTIA TREASURER'S REPORT
CERTIFICATION
AS OF OCTOBER 31, 2013 (PRELIMINARY)

TREASURER'S REPORT

3 Month Projected Cash Requirements (Nov - Jan): \$13,500,000

3 Month Projected Cash Revenues (Nov - Jan): \$17,990,000

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

Submitted By:


Mike Nguyen, Interim Finance Director

Approved By:


Craig Green, City Treasurer

CITY OF PLACENTIA TREASURER'S REPORT
DEFICIT CASH TRANSFERS
AS OF OCTOBER 31, 2013 (PRELIMINARY)



DEFICIT CASH BALANCES		Deficit Amount	Economic Uncertainty	Measure M	Landscape Maintenance	Sewer Maintenance	Misc Grants	Risk Management	Total Funding Source
General Fund	(1,492,796.76)	\$ 1,492,796.76							\$ 1,492,797
Housing Authority	(17,302.58)	\$ 17,302.58							\$ 17,303
Street Lighting District	(119,999.37)	\$ 119,999.37							\$ 119,999
HCD Fund	(53,257.10)	\$ 53,257.10							\$ 53,257
City Capital Projects	(985,491.78)		\$ 561,887.26	\$ 255,145.17	\$ 168,459.35				
Refuse Administration	(869,079.19)				\$ 869,079.19				
Employee Health & Welfare	(514,526.87)				\$ 514,526.87				\$ 514,527
Citywide Services	(381,864.48)						\$ 381,864.48		\$ 381,864
Successor Agency Ret Fund	(747,775.29)								\$ -
Total Transfers	(5,182,093.42)		\$ -	\$ 561,887	\$ 255,145	\$ 1,552,065	\$ -	\$ 2,065,220	\$ 2,579,747
				NO FUNDING SOURCE AVAILABLE					
Cash Balance Before Transfer			\$ 500,000.00	\$ 561,887.26	\$ 255,145.17	\$ 1,557,877.86	\$ 389,739.49	\$ 2,196,024.96	\$ 5,460,675
Cash Available After Transfer			\$ 500,000	\$ -	\$ -	\$ 5,812	\$ 389,739	\$ 130,804.67	\$ 2,880,928



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: CHIEF OF POLICE

DATE: DECEMBER 17, 2013

SUBJECT: **TRANSFER OF ASSET FORFEITURE FUNDS AND AUTHORIZATION TO PURCHASE A POLICE SERVICE DOG AND ASSOCIATED CANINE TEAM TRAINING AND EQUIPMENT**

IMPACT: TRANSFER OF \$10,000.00 FROM ASSET FORFEITURE REVENUE ACCOUNT (#210000-4205) TO ASSET FORFEITURE EXPENDITURE ACCOUNT (#213041-6840/ JL 50060.) \$10,000.00 EXPENDITURE OF ASSET FORFEITURE FUNDS TO PURCHASE EQUIPMENT (ACCOUNT #213041-6840/ JL 50060) FY 2013-2014 BUDGET

SUMMARY:

The Police Department currently has two (2) canine (K9) teams. Purchasing a third Police Service Dog (PSD) trained for narcotics detection only and assigned to the Drug Enforcement Administration (DEA) Task Force will further enhance the Police Department's efforts in detecting illegal drugs, deterring crime, and apprehending dangerous criminals. This action approves the purchase of a PSD and authorizes the use of Asset Forfeiture funds.

RECOMMENDATION:

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

1. Adopt Resolution R-2013-___, a resolution of the City Council of the City of Placentia, California, authorizing a budget amendment in Fiscal Year 2013-2014 in the aggregate amount of \$10,000.00 in compliance with City Charter Sections §§1206 and 1209 pertaining to appropriations for actual expenditures; and
2. Authorize the purchase of a Single Purpose Narcotic Police Service Dog from Drop the Lead K9 Academy with Asset Forfeiture funds in an amount not to exceed \$4,000.00; and
3. Authorize the purchase of Narcotic Detection canine team training from Drop the Lead K9 Academy with Asset Forfeiture funds in an amount not to exceed \$3,800.00; and

1.e.

December 17, 2013

4. Authorize the purchase of an annual training maintenance contract from Drop the Lead K9 Academy with Asset Forfeiture funds in an amount not to exceed \$750.00;
And
5. Authorize the purchase of K9 Unit equipment with Asset Forfeiture funds in an amount not to exceed \$1,450.00; and
6. Authorize the City Administrator or his designee to execute all necessary documents to effectuate these actions.

DISCUSSION:

Both state and federal laws allow law enforcement agencies to seize the assets that represent the proceeds of or were connected to drug trafficking and other criminal acts. The primary mission of the Asset Forfeiture Program is to employ asset forfeiture powers in a manner that enhances public safety and security. This is accomplished by removing the proceeds of crime and other assets relied upon by criminals and their associates to perpetuate their criminal activity against our society. Asset forfeiture has the power to disrupt or dismantle criminal organizations that would continue to function if these criminals were only convicted and incarcerated.

State and federal laws also permit law enforcement agencies to use these Asset Forfeiture funds for law enforcement purposes only and for programs that will enhance future investigations or support additional law enforcement measures against drug trafficking and other criminal acts. The purchase of a PSD and related training and equipment is specifically permissible under Asset Forfeiture guidelines and the addition of a third K9 team will enhance future Police Department efforts to detect illicit drugs and apprehend dangerous criminals.

The primary responsibility of this K9 team will be to assist in the search and detection of illegal drugs and other contraband. A well trained K9 team contributes to decreased time needed to complete assignments and increases the effectiveness for specific tasks. Further, a narcotics detection trained PSD reduces the amount of personnel needed to conduct a thorough search.

Since the introduction of service dogs into law enforcement in 1907, police dogs have repeatedly shown their worth as an effective locating tool. A dog's olfactory senses are approximately 1,000,000 times stronger than a human's olfactory senses. In addition to their effectiveness sniffing out illegal drugs and other concealed contraband through their olfactory senses, PSDs have shown their benefit to law enforcement as:

- As a deterrent to criminal behavior;
- As a positive impact on police community relations;

- As a time management tool (a dog's olfactory search is equal to approximately 10 human visual searches);
- As a resource management tool (fewer officers are required for searches).

The Police Department's K9 Unit began in 1988 with the acquisition of our first Police Service Dog. The Department, realizing the benefits of trained K9 teams, quickly added a second team the following year. Over the years, the Department has employed a total of six (6) outstanding police dogs, including our current PSDs, Falkon and Habo. All of the Department's PSDs were cross trained and were successful in locating criminals, illicit drugs, and other contraband. In 1992, after one of the PSDs was forced to retire due to injury, the K9 Unit was reduced to one team due to a lack of funds to replace the PSD. In 2012, Council approved the addition of a second K9 team to ensure coverage of K9 teams patrolling the City. A second cross-trained PSD, also purchased with asset forfeiture funds, has increased the Department's ability to detect more contraband and provide more opportunities for community relations events.

The mission of the Drug Enforcement Administration (DEA) is to enforce the controlled substances laws and regulations of the United States and bring to the criminal and civil justice system of the United States, or any other competent jurisdiction, those organizations and principal members of organizations, involved in the growing, manufacture, or distribution of controlled substances appearing in or destined for illicit traffic in the United States; and to recommend and support non-enforcement programs aimed at reducing the availability of illicit controlled substances on the domestic and international markets. Since 1996, the Police Department has assigned a detective to the DEA Task Force in a collaborative effort to detect illicit drugs and apprehend dangerous criminals. The new PSD will be assigned to the department's task force officer (TFO) to further augment this effort.

The PSD will be purchased from Mr. Ken Greenleaf of Drop the Lead K9 Academy. Mr. Greenleaf is the Department's canine training vendor for the current K9 team. Mr. Greenleaf is offering a substantial savings (approximately \$7,800.00) for the PSD purchase and associated training. The Department has been pleased with the quality of services Mr. Greenleaf provides to the Department. The PSD will be specifically selected by Mr. Greenleaf for its narcotics detection abilities. Once the PSD is purchased, both the handler and dog will attend a five week training course provided by Drop the Lead K9 Academy prior to deployment. Drop the Lead K9 Academy will then be the ongoing trainer for all Department K9 teams.

As indicated, the purchase of the police service dog and associated training and equipment will be funded through Asset Forfeiture funds. No General Funds will be used in these purchases. Additionally, the Police Department has formed a K9 Unit foundation with community donations which will be used to offset ongoing expenses, such as veterinary care and food, for the K9 Unit. Donated funds through the K9 foundation will create a fortuitous opportunity to use Police K9s to make a positive impact on crime while reducing expenses to the City's General Fund.

The donations will help bring a self sustaining "business approach" to funding future K9 expenses.

Prepared by:



Eric Point, Lieutenant
Patrol Commander

Reviewed and approved:



Troy L. Butzlaff, ICMA-CM
City Administrator

Reviewed and approved (Department Head):



R.A. Hicks
Chief of Police

Attachments:

Drop the Lead K9 Academy Invoice

“Drop the Lead K-9 Academy”
Kenneth Greenleaf
520 Karl Ct., Nipomo CA 93444 (310) 528-4209

Sgt. Brian Perry
Placentia Police Department
401 East Chapman Avenue
Placentia, CA 92870

Sgt. Perry,

Please accept my sincere appreciation for your interest in “Drop the Lead” K-9 Academy. Per our conversation the following price quotes will be honored until October 1, 2013. I hope it meets with your satisfaction.

Single Purpose Narcotic Service Dog **\$4000.00**

The narcotic canine will not be breed specific, but we will try to find a “Labrador” if possible. If we specifically want a pure bred it will almost double your costs. The narcotic canine will be a “passive” alert dog. The dog will be guaranteed to work or it will be replaced in the first year of service at no charge to the department.

Basic Narcotic Canine Class **\$3800.00**

The class is a basic five week narcotic canine class designed to teach the student and the dog basic narcotic odor detection that includes cocaine, heroin, marijuana and methamphetamine. If your department is worried about marijuana becoming legal I suggest the dog not be trained on marijuana odor. It is hard to detrain a dog once they have become proficient in an activity. The handler will also learn searching techniques, report writing and case law.

Yearly Maintenance **\$750 (yearly)**

The handler/dog team is placed in a training group that meets one time a month to run through training scenarios and/or work on any training issues that need to be addressed. This trainer writes a written evaluation within five days after the monthly training day as to the progress of the handler/dog team. The handler may attend any other training day and/or any basic handler class free of charge when subscribing to monthly maintenance. In the case the handler is in need of remedial training a charge will apply for such training. With monthly maintenance I will assist with any expert testimony needed in court or otherwise at no extra charge. Per diem will be charged if a stay is required.

I hope this exceeds your expectations and we can move forward. If you have any questions feel free to contact me at any time.

Sincerely,

Ken Greenleaf

RESOLUTION NO. R-2013-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2013-14 IN THE AGGREGATE AMOUNT OF \$10,000.00 IN COMPLIANCE WITH CITY CHARTER §§ 1206 AND 1209 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES.

A. Recitals

(i). The adopted budget for the 2013-14 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 2013/14, Resolution No. R-2013-, as heretofore amended, hereby is amended to reflect the following transfer of funds from the Account specified to the Account specified:

Fund	Description	Department	GL Acct. #	Increase (Decrease)
Asset Forf	Mach Equip	Public Safety	213041-6840	10,000.00
	Fund Balance	Public Safety	0021-3001	(10,000.00)
				\$ 0

PASSED, ADOPTED AND APPROVED this 17th day of December, 2013.

SCOTT NELSON, MAYOR

Attest:

PATRICK J. MELIA, CITY CLERK

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 17th day of December, 2013 by the following vote:

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

PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM:

ANDREW V. ARCZYNSKI, CITY ATTORNEY



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: DIRECTOR OF PUBLIC WORKS
DATE: DECEMBER 17, 2013

SUBJECT: APPROVE COOPERATIVE AGREEMENT FOR PROJECT NO. C-3-2084 BETWEEN THE CITY OF PLACENTIA, CITY OF ANAHEIM, CITY OF BREA, CITY OF ORANGE, CITY OF SANTA ANA, AND ORANGE COUNTY TRANSPORTATION AUTHORITY FOR THE KRAEMER BOULEVARD / GLASSELL STREET / GRAND AVENUE CORRIDOR PROJECT REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION PROJECT

FISCAL

IMPACT: EXPENSE: \$169,309.93 LOCAL MATCH
OFFSETTING REVENUE: AIR QUALITY MANAGEMENT DISTRICT (AB 2766 FUNDS) & MEASURE M FAIRSHARE
BUDGETED: \$169,309.93 (ACCOUNT NO.: 333552-6185 J/L 61120)

SUMMARY:

The Orange County Transportation Authority (OCTA) combined the Signal Improvement Program funds from Measure M with matching funds from Proposition 1B to create the Traffic Light Synchronization Program (TSLP). OCTA requires a Cooperative Agreement be signed between the cooperating cities, which include Placentia, Anaheim, Brea, Orange, and Santa Ana. The cooperative agreement outlines the cities responsibilities related to construction and implementation of the Kraemer Boulevard / Glassell Street / Grand Avenue Corridor Project. In addition to signal synchronization timing development and implementation, the City will be receiving seven (7) new upgraded controllers and switches for improved traffic signal communications. An allocation for additional central system software and equipment at City Hall is also included. This action will approve a Cooperative Agreement between the cities of Placentia, Anaheim, Brea, Orange, Santa Ana, and Orange County Transportation Authority for implementation of the project.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Approve the attached Cooperative Agreement for Project No. C-3-2084 between the City of Placentia, City of Anaheim, City of Brea, City of Orange, City of Santa Ana, and Orange County Transportation Authority for the implementation of the Kraemer Boulevard / Glassell Street /

1.f.

December 17, 2013

Grand Avenue Corridor Project funded as part of the Measure M2 Regional Traffic Signal Synchronization Program (Project P); and

2. Authorize the Mayor to execute the Cooperative Agreement on behalf of the City.

DISCUSSION:

OCTA considers coordinating traffic signals across jurisdictional boundaries a major component in enhancing countywide traffic flow and reducing congestion. The OCTA, City of Anaheim, City of Brea, City of Orange, City of Santa Ana, and City of Placentia have determined the Kraemer Boulevard / Glassell Street / Grand Avenue Corridor TLSP Project to be a corridor in Orange County worth consideration for Measure M2 funding. The traffic corridors considered for funding are reviewed for high traffic volumes and the measurable benefit of interagency signal synchronization through cooperative time-based coordination. On November 20, 2012, the Placentia City Council approved a resolution of support that was included with the project application and considered for approval by the OCTA Board.

The project will include approximately fifty-nine (59) traffic signal intersections along Kraemer Boulevard / Glassell Street / Grand Avenue. The project will include approximately fifty-nine (59) traffic signals along Kraemer Boulevard between Lambert Road in the City of Brea and Dyer Road in the City of Santa Ana. The City of Placentia has nine (9) signals between Crowther Avenue and Golden Avenue that will be upgraded. The project will include Primary Implementation in the first year and eligible Ongoing Signal Synchronization Maintenance and Operation through the balance of the three-year project period. The total grant amount is \$3,041,900 of which an estimated \$845,000 is allocated for the City of Placentia. A 20% local match, in the amount of \$169,309.93, is required by OCTA.

FISCAL IMPACT:

As a result of the project improving traffic flow and helping to reduce emissions, Staff proposes the use of available AB 2766 funding from the Air Quality Management District to fund the \$169,309.93 local match. The project is not anticipated to begin until July 2014. As a result, the project will be budgeted in the 2014/2015 Capital Improvement Program budget.

Submitted by:



Steve Drinovsky
Director of Public Works

Reviewed and approved:



Troy L. Butzlaff, ICMA-CM
City Administrator

Attachments:

1. Cooperative Agreement No. C-3-2084

1 COOPERATIVE AGREEMENT NO. C-3-2084

2 BETWEEN

3 ORANGE COUNTY TRANSPORTATION AUTHORITY

4 AND

5 THE CITIES OF PLACENTIA, ANAHEIM, BREA, ORANGE, AND SANTA ANA

6 FOR

7 THE KRAEMER BOULEVARD / GLASSELL STREET / GRAND AVENUE

8 REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION PROJECT

9 THIS COOPERATIVE AGREEMENT (Agreement) is effective this ___ day of _____,
10 201__ between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184,
11 Orange, California 92863-1584, a public corporation of the State of California (hereinafter referred to as
12 "AUTHORITY"), and the Cities of Placentia, Anaheim, Brea, Orange, and Santa Ana (hereinafter referred
13 to as the "PARTICIPATING AGENCIES") each individually known as "Party" and collectively known as
14 the "Parties".

15 RECITALS:

16 WHEREAS, the AUTHORITY in cooperation with the PARTICIPATING AGENCIES is working
17 together in coordinating traffic signals across multiple jurisdictional boundaries as a part of the Renewed
18 Measure M (M2) Regional Traffic Signal Synchronization Program Project P (Project P) to enhance
19 countywide traffic flow and reduce congestion; and

20 WHEREAS, the AUTHORITY has completed the competitive 2013 Call for Projects (hereinafter,
21 "2013 CALL") in support of Project P and awarded Project P funds based on the application (hereinafter,
22 "APPLICATION") prepared by the City of Placentia (hereinafter referred to as the "APPLICANT
23 AGENCY") for implementation of signal synchronization of traffic signals along Kraemer Boulevard /
24 Glassell Street / Grand Avenue (hereinafter, "PROJECT"); and

25 WHEREAS, the PARTICIPATING AGENCIES in their approved APPLICATION have elected to
26 designate the AUTHORITY and the AUTHORITY agrees to act as the implementing agency to carry out

1 the signal coordination PROJECT; and

2 **WHEREAS**, the PROJECT will include approximately fifty-nine (59) traffic signals as identified in
3 the APPLICATION and illustrated in the PROJECT Scope of Work, which is attached and referred to
4 herein as Attachment A; and

5 **WHEREAS**, the PROJECT will include elements identified in the APPLICATION including
6 certain hardware and software upgrades to traffic controllers, traffic telecommunications and intertie
7 systems, central traffic master controllers, and associated systems (hereinafter collectively referred to
8 as "TRAFFIC CONTROL ELEMENTS"), will be constructed and or installed and implemented as part of
9 the PROJECT as identified in Attachment A; and

10 **WHEREAS**, the AUTHORITY agrees to work with PARTICIPATING AGENCIES to coordinate
11 the inclusion of other traffic control elements (OTHER ELEMENTS) that should be installed at the same
12 time as the construction of the PROJECT and are NOT part of this Agreement; and

13 **WHEREAS**, all costs associated with the inclusion of these OTHER ELEMENTS are the
14 responsibility of the AGENCY owning each and any of those OTHER ELEMENTS during the course of
15 the project; and

16 **WHEREAS**, based on Attachment A, the AUTHORITY agrees to implement the PROJECT; and

17 **WHEREAS**, the PARTICIPATING AGENCIES per the M2 Ordinance, agree to provide PROJECT
18 funding in a combined cash and in-kind services match of Six Hundred, Eight Thousand, Three Hundred,
19 Eighty Dollars (\$608,380.00), equivalent to twenty percent (20%) of the PROJECT cost, as shown in
20 Attachment B; and

21 **WHEREAS**, the AUTHORITY and the PARTICIPATING AGENCIES desire to enter into this
22 Agreement to implement the PROJECT in support of Project P as part of M2; and

23 **WHEREAS**, this Cooperative Agreement defines the specific terms, conditions and funding
24 responsibilities between the AUTHORITY and the PARTICIPATING AGENCIES for the implementation of
25 the PROJECT.

26 **WHEREAS**, the Orange County Transportation Authority Board of Directors approved funding for

1 the PROJECT and authorized the Chief Executive Officer to negotiate and execute this cooperative
2 agreement on April 8, 2013.

3 **WHEREAS**, the CITY of Placentia's City Council approved this Agreement on the ____ day of
4 _____, 20____.

5 **WHEREAS**, the CITY of Anaheim's City Council approved this Agreement on the ____ day of
6 _____, 20____.

7 **WHEREAS**, the CITY of Brea's City Council approved this Agreement on the ____ day of
8 _____, 20____.

9 **WHEREAS**, the CITY of Orange's City Council approved this Agreement on the ____ day of
10 _____, 20____.

11 **WHEREAS**, the CITY of Santa Ana's City Council approved this Agreement on the ____ day of
12 _____, 20____.

13 **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and the
14 PARTICIPATING AGENCIES as follows:

15 **ARTICLE 1. COMPLETE AGREEMENT**

16 A. This Agreement, including any attachments incorporated herein and made applicable by
17 reference, constitutes the complete and exclusive statement of the terms and conditions of this Agreement
18 between AUTHORITY and the PARTICIPATING AGENCIES and it supersedes all prior representations,
19 understandings and communications between the parties. The invalidity in whole or in part of any term or
20 condition of this Agreement shall not affect the validity of other term(s) or conditions(s) of this Agreement.
21 The above referenced Recitals are true and correct and are incorporated by reference herein.

22 B. AUTHORITY's failure to insist on any instance(s) of PARTICIPATING AGENCIES'
23 performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or
24 relinquishment of AUTHORITY's right to such performance or to future performance of such term(s) or
25 condition(s), and PARTICIPATING AGENCIES' obligation in respect thereto shall continue in full force and
26 effect. Changes to any portion of this Agreement shall not be binding upon AUTHORITY except when

1 specifically confirmed in writing by an authorized representative of AUTHORITY by way of a written
2 amendment to this Agreement and issued in accordance with the provisions of this Agreement.

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

11 **ARTICLE 2. SCOPE OF AGREEMENT**

12 This Agreement specifies the roles and responsibilities of the PARTIES as they pertain to the
13 subjects and projects addressed herein. Both AUTHORITY and PARTICIPATING AGENCIES agree that
14 each will cooperate and coordinate with the other in all activities covered by this Agreement and any other
15 supplemental agreements that may be required to facilitate purposes thereof.

16 **ARTICLE 3. RESPONSIBILITIES OF AUTHORITY**

17 AUTHORITY agrees to the following responsibilities for funding of the PROJECT:

18 A. AUTHORITY shall implement the PROJECT based on the APPLICATION prepared by the
19 APPLICANT AGENCY in accordance with the policies and procedures contained in the CTFP Guidelines.

20 B. AUTHORITY shall provide oversight in order to maintain inter-jurisdictional traffic signal
21 operational integrity between PROJECT and other existing and new M2 Project P funded projects.

22 C. AUTHORITY will act as the LEAD AGENCY and provide and file all documentation
23 necessary to acquire a Categorical Exemption from CEQA for PROJECT.

24 D. AUTHORITY shall perform web-based public outreach activities for the project to
25 communicate major project milestones and results.

26

1 E. AUTHORITY shall provide formats, templates, and guidance in reporting requirements as
2 described in Comprehensive Transportation Funding Program (CTFP).

3 F. AUTHORITY, or agents of AUTHORITY, under this Agreement and upon closeout of
4 PROJECT, may perform a technical and/or field review to ensure that the CTFP Guidelines, policies, and
5 procedures were followed. Such a review may be performed one hundred and eighty (180) days after the
6 PROJECT three-year grant period is complete. If the technical and or field review determines that any of
7 the activities performed are ineligible for CTFP funding, PARTICIPATING AGENCIES must return the
8 amount of funding used to perform the ineligible activity to AUTHORITY.

9 G. AUTHORITY shall invoice the PARTICIPATING AGENCIES as identified in the PROJECT
10 2013 CALL APPLICATION and Attachment B for the dollar cash match at the start of the PROJECT or at
11 a mutually agreed upon time to facilitate any respective AGENCY funding timeframes

12 H. AUTHORITY shall request updates on the PROJECT as part of semi-annual review
13 process, including documentation of in-kind match conforming to Attachment B and will include the
14 PROJECT in the list of active projects in OCfundTrAcker until completion of the three year grant period.
15 Documents to be provided include, but are not limited to, payroll records, contracts, and purchase orders.

16 **ARTICLE 4. RESPONSIBILITIES OF THE AUTHORITY AS PROJECT LEAD AGENCY**

17 The AUTHORITY as the LEAD AGENCY agrees to the following responsibilities for the
18 implementation of the PROJECT:

19 A. AUTHORITY shall act as the LEAD AGENCY for the work necessary to manage, procure,
20 and complete the PROJECT as identified in Attachment A.

21 B. To coordinate outreach with the PARTICIPATING AGENCIES for the PROJECT.

22 C. To collect manual intersection movement and automated machine traffic counts.

23 D. To develop new timing plans optimized for signal synchronization.

24 E. To provide updated timing plans and traffic count data to the PARTICIPATING
25 AGENCIES.

1 F. To prepare a "Before and After Study" for the PROJECT as described in the Measure M2
2 Eligibility Guidelines adopted by the AUTHORITY. The "Before and After Study" for the project is
3 considered the equivalent of the required Project Final Report (Measure M2 Ordinance No. 3, Section
4 B.III.9) for the PROJECT. The AUTHORITY shall provide the "Before and After Study" to the
5 PARTICIPATING AGENCIES in draft and final formats for review and comment. AGENCY comments
6 shall be noted in the final study. If specified in original PROJECT APPLICATION, the AUTHORITY shall
7 provide a "Before and After Study" video of a representative portion of PROJECT.

8 G. To provide Ongoing Monitoring and Maintenance of optimized signal timing after Primary
9 Implementation of the PROJECT is completed and continue until the end of the three year grant period.

10 **ARTICLE 5. RESPONSIBILITIES OF THE PARTICIPATING AGENCIES**

11 The PARTICIPATING AGENCIES agree to the following responsibilities for implementation and
12 funding of the PROJECT:

13 A. Provide a technical representative to meet and participate as a member of the
14 PROJECT's Traffic Forum.

15 B. To authorize the AUTHORITY to manage, procure, and implement all aspects of the
16 PROJECT.

17 C. To participate and support the PROJECT implementation within the timeframe outlined
18 in the APPLICATION and consistent with the CTFP Guidelines adopted by the AUTHORITY.

19 D. To provide the AUTHORITY all current intersection, local field master, and or central
20 control system timing plans and related data upon request.

21 E. To provide the local cash match and or documentation for the in-kind services match for
22 the PROJECT in accordance with Attachment B. Failure to provide included local cash match and or
23 evidence of in-kind services match may result in the loss of future participation for competitive funding
24 opportunities

25 F. PARTICIPATING AGENCIES that have included a dollar match as identified in
26 Attachment B shall provide payment for the dollar match to the AUTHORITY within 30 calendar days of

1 receipt of an invoice.

2 G. PARTICIPATING AGENCIES that have included an in-kind services match as identified in
3 Attachment B shall provide documentation of conformance as part of the semi-annual review process.

4 H. To waive all fees associated with any local agency permits that may be required of the
5 OCTA Consultant, sub – consultants, and/or service or equipment providers in the performance of this
6 project.

7 I. PARTICIPATING AGENCIES shall provide updates to the AUTHORITY on the PROJECT
8 as part of semi-annual review process until completion of the three year PROJECT grant period.
9 Documents to be provided include, but are not limited to, payroll records, contracts, and purchase orders.

10 J. PARTICIPATING AGENCIES shall continue Ongoing Monitoring and Maintenance after
11 the three year grant period is complete and continue until the end of the PROJECT per additional
12 Maintenance of Effort as specified in the APPLICATION.

13 **ARTICLE 6. DELEGATED AUTHORITY**

14 The actions required to be taken by PARTICIPATING AGENCIES in the implementation of this
15 Agreement are delegated to their respective City Manager/County Executive Officer, or designee and the
16 actions required to be taken by AUTHORITY in the implementation of this Agreement are delegated to
17 AUTHORITY's Chief Executive Officer or designee.

18 **ARTICLE 7. AUDIT AND INSPECTION**

19 AUTHORITY and PARTICIPATING AGENCIES shall maintain a complete set of records in
20 accordance with generally accepted accounting principles. Upon reasonable notice, PARTICIPATING
21 AGENCIES shall permit the authorized representatives of AUTHORITY to inspect and audit all work,
22 materials, payroll, books, accounts, and other data and records of PARTICIPATING AGENCIES for a
23 period of five (5) years after final Closeout of PROJECT, or until any on-going audit is completed. For
24 purposes of audit, the date of completion of this Agreement shall be the date of AUTHORITY's acceptance
25 of Closeout of Project and Final Report into the OCfundTrAcker System. AUTHORITY shall have the right
26

1 to reproduce any such books, records, and accounts. The above provision with respect to audits shall
2 extend to and or be included in contracts with PARTICIPATING AGENCIES' contractor.

3 **ARTICLE 8. INDEMNIFICATION**

4 A. To the fullest extent permitted by law, PARTICIPATING AGENCIES' shall defend (at
5 PARTICIPATING AGENCIES' sole cost and expense with legal counsel reasonably acceptable to
6 AUTHORITY), indemnify, protect, and hold harmless AUTHORITY, its officers, directors, employees, and
7 agents (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits,
8 claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders,
9 penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not
10 limited to Claims arising from injuries to or death of persons (PARTICIPATING AGENCIES's employees
11 included), for damage to property, including property owned by AUTHORITY, or from any violation of any
12 federal, state, or local law or ordinance, alleged to be caused by the negligent acts, omissions or willful
13 misconduct of PARTICIPATING AGENCIES, its officers, directors, employees or agents in connection
14 with or arising out of the performance of this Agreement.

15 B. To the fullest extent permitted by law, AUTHORITY shall defend (at AUTHORITY's sole
16 cost and expense with legal counsel reasonably acceptable to PARTICIPATING AGENCIES), indemnify,
17 protect, and hold harmless PARTICIPATING AGENCIES, its officers, directors, employees, and agents
18 (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims,
19 demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders,
20 penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not
21 limited to Claims arising from injuries to or death of persons (AUTHORITY's employees included), for
22 damage to property, including property owned by PARTICIPATING AGENCIES, or from any violation of
23 any federal, state, or local law or ordinance, alleged to be caused by the negligent acts, omissions or
24 willful misconduct of AUTHORITY, its officers, directors, employees or agents in connection with or
25 arising out of the performance of this Agreement.

26

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

3 **ARTICLE 9. ADDITIONAL PROVISIONS**

4 A. Term of Agreement: This Agreement shall be effective on _____20____, and shall be in
5 full force and effect for 48 months through December 2018.

6 B. Termination: In the event either Party defaults in the performance of their obligations under
7 this Agreement or breaches any of the provisions of this Agreement, the non-defaulting Party shall have
8 the option to terminate this Agreement upon thirty (30) days' prior written notice to the other party.

9 C. AUTHORITY and PARTICIPATING AGENCIES shall comply with all applicable federal,
10 state, and local laws, statues, ordinances and regulations of any governmental authority having jurisdiction
11 over the PROJECT.

12 D. Legal Authority: AUTHORITY and PARTICIPATING AGENCIES hereto consent that they
13 are authorized to execute this Agreement on behalf of said parties and that, by so executing this
14 agreement, the parties hereto are formally bound to the provisions of this Agreement.

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

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

22 G. Force Majeure: Either Party shall be excused from performing its obligations under this
23 Agreement during the time and to the extent that it is prevented from performing by an unforeseeable
24 cause beyond its control, including but not limited to; any incidence of fire, flood; acts of God;
25 commandeering of material, products, plants or facilities by the federal, state or local government; national
26 fuel shortage; or a material act or omission by the other Party; when satisfactory evidence of such cause is

1 presented to the other Party, and provided further that such nonperformance is unforeseeable, beyond the
2 control and is not due to the fault or negligence of the Party not performing.

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

8 I. Governing Law: The laws of the State of California and applicable local and federal laws,
9 regulations and guidelines shall govern this Agreement.

10 J. Litigation fees: Should litigation arise out of this Agreement for the performance thereof,
11 the court shall award costs and expenses, including attorney's fees, to the prevailing party.

12 K. Notices: Any notices, requests, or demands made between the parties pursuant to this
13 Agreement are to be directed as follows:

To: PLACENTIA	To: ANAHEIM
City of Placentia	City of Anaheim
401 East Chapman Avenue Placentia, CA 92870	Traffic Management Center 201 S. Anaheim Blvd. - Suite 502 Anaheim, CA 92805
Attention: Ruth Smith Traffic Engineer	Attention: John Thai Principal Traffic Engineer
Tel: 714/993-8131	Tel: 714/765-5294
Email: rsmith@placentia.org	Email: jthai@anaheim.net

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**COOPERATIVE AGREEMENT NO. C-3-2084
KRAEMER BOULEVARD/GLASSELL STREET/ GRAND AVENUE RTSSP**

To: BREA	To: ORANGE
City of Brea	City of Orange
1 Civic Center Cir. Brea, CA 92821-5732	300 E. Chapman Avenue Orange, CA 92866
Attention: Lew Gluesing Traffic Engineer	Attention: Amir Farahani Traffic Engineer
Tel: 714/990-7742	Tel: 714/744-5534
Email: lewG@ci.brea.ca.us	Email: afarahani@cityoforange.org

To: SANTA ANA	To AUTHORITY:
City of Santa Ana	Orange County Transportation Authority
Public Works Agency 20 Civic Center Plaza, M-43 Santa Ana, CA 92701	550 South Main Street Orange, CA 92863-1584
Attention: Vinh Nguyen Senior Civil Engineer	Attention: Venita Anderson Senior Contracts Administrator
Tel: 714/647-5612	Tel: 714/560-5427
Email: vnguyen@santa-ana.org	Email: vanderson@octa.net

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement
No. **C-3-2084** to be executed on the date first above written.

CITY OF PLACENTIA

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____
Scott Nelson
Mayor

By: _____
Darrell Johnson
Chief Executive Officer

ATTEST:

APPROVED AS TO FORM:

By: _____
Patrick J. Melia
City Clerk

By: _____
Kennard R. Smart, Jr.
General Counsel

APPROVED AS TO FORM:

APPROVAL RECOMMENDED:

By: _____
Andrew V. Arczynski
City Attorney

By: _____
Kia Mortazavi
Executive Director, Planning

Dated: _____

Dated: _____

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1 This Agreement shall be made effective upon execution by both parties.

2 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement

3 No. C-3-2084 to be executed on the date first above written.

4 **CITY OF ANAHEIM**

5 By: _____
6 Tom Tait
7 Mayor

8 **ATTEST:**

9 By: _____
10 Linda N. Andal
11 City Clerk

12 **APPROVED AS TO FORM:**

13 By: _____
14 City Attorney

15 Dated: _____
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1 This Agreement shall be made effective upon execution by both parties.

2 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement
3 No. **C-3-2084** to be executed on the date first above written.

4 **CITY OF BREA**

5 By: _____
6 Ron Garcia
7 Mayor

8 **ATTEST:**

9 By: _____
10 Cheryl Balz
11 City Clerk

12 **APPROVED AS TO FORM:**

13 By: _____
14 James L. Markman
15 City Attorney

16 Dated: _____
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1 This Agreement shall be made effective upon execution by both parties.

2 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement

3 No. **C-3-2084** to be executed on the date first above written.

4 **CITY OF ORANGE**

5 By: _____
6 Teresa E. Smith
7 Mayor

8 **ATTEST:**

9 By: _____
10 Mary E. Murphy
11 City Clerk

12 **APPROVED AS TO FORM:**

13 By: _____
14 Wayne W. Winthers
15 City Attorney

16 Dated: _____
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1 This Agreement shall be made effective upon execution by both parties.

2 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement

3 No. **C-3-2084** to be executed on the date first above written.

4 **CITY OF SANTA ANA**

5 By: _____
6 Miguel Pulido
7 Mayor

8 **ATTEST:**

9 By: _____
10 Maria D. Huizar
11 City Clerk

12 **APPROVED AS TO FORM:**

13 By: _____
14 Sonia R. Carvalho
15 City Attorney

16 Dated: _____
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SCOPE OF WORK

Kraemer Boulevard / Glassell Street / Grand Avenue Corridor REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION PROJECT

The Orange County Transportation Authority (Authority or OCTA) desires to provide the components necessary to improve and enhance signal timing and synchronization services and operations for all signalized intersections on the Kraemer Boulevard – Glassell Street – Grand Avenue Corridor Traffic Signal Synchronization Project (PROJECT). This Scope of Work (SOW), as Attachment A to the Cooperative Agreement C-3-2084, includes all written text plus tables and maps showing locations for improvements, inclusive.

PROJECT DESCRIPTION – GENERAL PROVISIONS

The PROJECT shall be completed in two distinct phases; Primary Implementation and Ongoing Maintenance and Monitoring, respectively.

The On – Call Traffic Engineering Consultant (CONSULTANT) assigned the Contract Task Order (CTO) for this PROJECT shall complete Primary Implementation phase within one year of Notice to Proceed. Upon acceptance of the Primary Implementation phase by the PARTIES, CONSULTANT shall then commence Ongoing Maintenance and Monitoring phase. Ongoing Maintenance and Monitoring will have duration of 24 months. PROJECT Closeout of the total three year PROJECT length shall occur upon receipt of Final Report and acceptance by all PARTIES.

The PROJECT length is 15.14 miles and includes fifty – nine (59) signalized intersections. The five (5) Orange County participating agencies are the City of Anaheim, the City of Brea, the City of Orange, the City of Placentia (applicant agency), and the City of Santa Ana (AGENCIES). The street was proposed for synchronization by the City of Placentia as part of the 2013 Call for Projects for Project P corridors from Renewed Measure M (M2). The term PARTIES shall refer to all participating AGENCIES and OCTA. Caltrans is not a participating agency, but owns intersections on this corridor. All work performed on the PROJECT at Caltrans locations will be considered a PROJECT Contract Line Item. The AGENCIES have designated OCTA to act as LEAD AGENCY for this PROJECT.

Traffic Signals to be synchronized along the corridor are controlled by the AGENCIES listed above. The AGENCIES along the corridor utilize several different types of controllers, including Type 170E, Type 2070, and NEMA TS - 1 or 2, and Advanced Transportation Controllers (ATC) each with their own respective firmware or operating systems and characteristics. The respective agencies also interface with these controllers utilizing unique Central Systems and are planning on expanding/extending those systems onto this corridor.

The main goals and objective of this project is to:

- Perform an operations and timing analysis to develop and implement optimized traffic signal synchronization timing, including the development and implementation of timing plans at all signalized intersections;
- Determine and make recommendations for all traffic signal equipment and infrastructure related solely to improve and/or enhance synchronization and overall corridor operational efficiencies; and

- Upon approval by the owning AGENCY and OCTA, procure, furnish and install all approved infrastructure improvements for PROJECT.

The implementation of the new optimized timing and infrastructure improvements will:

- Provide signal synchronization timing for prevailing traffic patterns;
- Maximize the number of intersections traversed on a green indication vs. those stopped by a red indication;
- Reduce stops, decrease travel times, and reduce overall delay;
- Reduce emissions and Green House Gases (GHG); and
- Provide a continuing foundation for interjurisdictional cooperation in coordination of interactive but autonomous local AGENCY traffic signal systems.

The following specific tasks are required to be performed in the course of providing service for the traffic signal coordination project. Tasks are listed in sequential order for clarity. However, some tasks may run concurrently or commence prior to the order listed.

Task 1: Project Management

Project Management is ongoing throughout the duration of the PROJECT. This task includes day-to-day project management, such as meetings, progress reports, tracking of schedules, invoicing, and overall administration of the PROJECT. The project management team, comprised of Authority personnel including internal on – call consulting support firms, and the On-Call Traffic Engineering Consultant (CONSULTANT), acts as an extension of the Authority staff and will act in that capacity at meetings with the respective corridor AGENCIES. The following list is a minimum of what is required of this task:

1. The selected CONSULTANT for PROJECT shall prepare a detailed Project Management Plan (PMP) that includes budget and schedule estimates for all of the tasks described in the SOW, providing specific project milestones for review and approval by the Authority Project Manager (APM), Project Manager III – Regional Modeling/Traffic Operations, or designated representative. These items shall be detailed and include expected meetings, activities (by work task, whether performed by CONSULTANT team or by others), start dates, activity durations, product submittal dates, relationships among work tasks (including critical path items), and a detailed GANT flow chart for the project tasks, and float time. The PMP shall also define the roles of the Project Manager, Project Assistant, and Project Manager's Reporting Contact Person, as well as their corresponding contact information. CONSULTANT shall finalize the report based on comments received from the project sponsor, other involved AGENCIES, and APM and/or Authority staff.
2. CONSULTANT shall lead a two (2) stage Project Kick-Off Meeting with the APM and AGENCY representatives.
 - a. The first stage will be to kick-off the project with the APM; establish communication channels and protocols; discuss the SOW, schedule, and budget; gather available information; and obtain a thorough understanding of the goals for the project. Specific topics to discuss include data collection needs, specific Traffic Signal Timing Optimization software programs specified herein, and specific construction items and procurement methodologies, and PROJECT schedule.

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- b. The second stage of the meeting will be the PROJECT Traffic Forum with the CONSULTANT, APM, and AGENCY representatives that have signalized intersections along the PROJECT. Data collection needs and requirements shall be outlined to the involved AGENCIES. CONSULTANT shall notify each AGENCY of the type of work, and when the work is to be performed within that AGENCY. CONSULTANT shall notify each participating AGENCY any and all documents that need to be produced pertaining to the construction of the facilities and the coordination, including but not limited to: as-built drawings, new Plans, Specifications and Estimates for new construction to be built as part of this project (PS&E), Intersection Timing Charts, Existing Synchro Models, Aerial photos, ADT and TMC data, etc. The APM may assist in this endeavor to facilitate time constraints.
3. CONSULTANT shall lead project meetings as directed by the Authority to include the CONSULTANT staff, APM, and other project related participants. The purpose of these meetings will be to ensure that proper input is being received by CONSULTANT and the Authority and that it is included in the work effort.
- a. CONSULTANT shall prepare agendas, provide status updates, discuss the progress and direction of the work, and provide notes of these meetings as directed by the Authority to all participants. These meetings will also serve to provide feedback between the project development team and CONSULTANT regarding specific issues of the effort, including facilitating the development of measures of effectiveness, construction alternatives and mitigations, and as specified in later tasks.
4. CONSULTANT shall attend and be an active presenter at the Authority-led Traffic Forum (formerly ITS Roundtable), updating the group on the effort, its status, and other items as determined by Authority staff. The Traffic Forum is a semi – annual forum envisioned to further communication and information exchange between the Authority and the local AGENCIES regarding signal coordination and ITS.
5. CONSULTANT shall attend and present at four (4) Board/Committee meetings to summarize the findings. CONSULTANT shall attend and present at other AGENCY committee meetings, and intergovernmental meetings as directed by the Authority. The purpose of these meetings may be to inform attendees about the project, signal synchronization in general, the PROJECT potential strategies, and other relevant information.
- a. At a minimum, a total of 10 meetings (this may be adjusted upon agreement of the PARTIES), 2 Board, 2 Committee, and 6 project team and other meetings shall be used for scheduling and budgeting purposes.

Deliverables – Task 1:

1. Lead a 2 Stage Project Kick-off Meeting and prepare agenda and meeting materials.
2. Detailed Project Management Plan – one per participating party.
3. Monthly progress reports (electronic master and two copies) including status of the work effort and updated schedule. Draft and Final Project Reports.
 - a. Consultant shall also submit an informal weekly summary of work performed in text, rich text, or MS Word formats for OCTA internal usage.
 - b. Monthly progress reports to AGENCIES upon request.
4. Attend Monthly project team meetings and prepare meeting materials, including agenda, action items, graphics, presentation aides, and notes.
5. Electronic versions of all data files as directed by Authority.

KRAEMER BOULEVARD / GLASSELL STREET / GRAND AVENUE – TSSP

6. Graphics and presentation aides required for all meetings.
7. All documents provided in electronic form should be those currently used by OCTA: MS Office 2010 format, and Adobe Acrobat pdf files.
8. All electronic data produced for this project shall be provided on CD-R, Flash Media, DVD-R or similar hardware non-volatile memory device.
9. All correspondence shall include as a recipient the project mailbox at OCTA; KraemGlasGrnd.TSSP@octa.net
10. In addition, during the course of the project, SharePoint and FileZilla systems managed by OCTA, may be employed for file transfer, etc.

Task 2: Data Collection

CONSULTANT shall collect the following data necessary to thoroughly understand existing traffic conditions in the study area and be able to develop optimal time-of-day traffic signal coordination plans, if applicable.

1. From the involved AGENCIES and or Authority, CONSULTANT shall collect existing timing charts/sheets, existing coordination plans, traffic as-built drawings, aerial photos, maps, traffic collision data as available, and collision diagrams for the study intersections, if available. CONSULTANT shall also collect any off the shelf plans (PS & E) for construction of any and all traffic signal coordination/synchronization related plans, specifications and estimates for the corridor. CONSULTANT, if requested by the involved AGENCY, will provide their own staff to review available records/plans and request copies of needed records/plans with minimal disruption to the involved AGENCY.
2. From the involved AGENCIES, CONSULTANT shall collect signal timing and signal priority preferences, including, but not limited to, those related to pedestrian and bicycle timing, phase sequence modifications and preferences, and special operations such as conditional service, coordination preferred phase re – service, and ring – barrier logic, as well as the timing optimization software preference.
3. CONSULTANT shall conduct seven-day 24-hour machine counts along each 1 mile segment of PROJECT. Additionally, CONSULTANT will collect 24-hour vehicle classification counts using a machine at five (5) locations on PROJECT to determine heavy vehicle (truck) percentage information. Data obtained from Saturday and Sunday counts will determine the necessity of weekend signal timing. All count locations will be approved by the PARTIES prior to collection.
4. CONSULTANT shall conduct weekday and weekend peak period turning movement counts (TMC) at each and every one of the PROJECT signalized intersections (see Attachment A Node Map with Construction Notes), including pedestrian and bicycle counts. No other types of TMC classification shall be necessary. Weekday counts shall be conducted for two hours of each peak period (AM, mid-day, and PM). If a need is determined, after analyzing the seven-day 24-hour machine counts, weekend, and TMC counts shall be conducted at each and every one of the PROJECT signalized intersections for a single two hour Saturday mid-day peak period. For intersections with more than 2 through lanes in any of the approaches, a minimum of 2 people per intersection is required. Video data collection may be utilized for this function and will negate the personnel requirements.
 - a. CONSULTANT, APM, and Local AGENCIES shall determine locations for special video

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recording of bicycle and pedestrian activity for specific data collection in support of upcoming changes to the CA MUTCD. Video recording and data reduction shall be required at a minimum of 6 locations. PROJECT Traffic Forum will approve the locations.

- b. CONSULTANT and designated sub consulting Traffic Counting Firm shall be cognizant of the fact that queuing of right turn vehicles or left turn vehicles that do not pass the limit line for counting purposes during the count time period shall also be counted as part of the quarter hour period in which they occur. *(This means that if a queue develops that is not served in one cycle and the counting period is ending, the number of unserved cars in the queue shall be included in that 15 minute period. It shall not be included in the succeeding 15 minute period).*
 - c. TMCs that are ≤ 2 years of age, and supplied by an alternate viable source, for an intersection, may be used in lieu of a manual count. Per the CTFP Guidelines and the precepts of the Measure M2 Ordinance, TMC's supplied by a PARTY cannot be used as a credit against match funding requirements.
5. All counts shall be summarized in MS Excel 2010 format. Copies of the raw data count sheets will be provided to each involved AGENCY and APM. (See CTFP Guidelines, page 8 – 14, for ROADS requirements)

Deliverables – Task 2:

1. Report summarizing data collection effort, including intersection turning counts, traffic collision analysis, current traffic signal timing patterns, and drawings of intersection features.
2. Electronic versions of all data files (See CTFP Guidelines, page 8 – 14, for ROADS requirements)
3. Raw video footage of intersections receiving Video Counting to OCTA only.
4. Deliverables of Task 1 and Task 2 to AGENCIES shall be limited to political boundaries.

Task 3: Field Review, Plans Specifications and Estimates, Design Standards and Requirements

1. CONSULTANT shall review the geometric layout, existing traffic signal equipment and signal synchronization related infrastructure, and identify any deficiencies for each intersection and along the whole corridor. The review shall include an assessment of the existing intersection geometry, traffic conditions, and traffic signal control equipment and telemetry/interconnect facilities along the corridor and of each intersection using observation, available as-built plans, consultation with the local AGENCIES, and AGENCY supplied aerial photos. CONSULTANT will use a standard field form developed by CONSULTANT for this review that accounts for each piece of intersection data required. With permission of the local AGENCIES, CONSULTANT will inspect the interior of each traffic control cabinet, inspect the telemetry systems and determine their respective condition and make recommendations for equipment upgrades. CONSULTANT is advised that certain infrastructure and equipment upgrades have been identified previously by the AGENCIES and reviewed by the APM and shall be a requirement of this project. These items are identified subsequently within this document.
2. CONSULTANT shall also include an identification of all planned and programmed improvements (widening projects, intersection improvements, etc.) on the study corridor. The identification of these projects should be at minimum a list summarizing all improvements.

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3. Key components of the corridor review shall include, at minimum, the following:
- a. Corridor lane configurations and lane widths;
 - b. Existing street and lane geometries, curbs, bus turnouts, shared use by different modes, and medians;
 - c. Upcoming improvements to the corridor;
 - d. All Traffic Control Devices related to traffic signal operations at all PROJECT intersections, approaches to cross streets, and along PROJECT corridor;
 - e. Traffic signal control device information, such as type of device, brand and make, condition of equipment. Intersection Photographic Documentation Log shall be required;
 - f. Existing signal operation characteristics – signal phasing, cycle lengths, phase sequence alteration, and protective-permissive, etc.;
 - g. Existing controller and telemetry/interconnect equipment, if any;
 - h. Existing time-referencing setup, if any;
 - i. Existing Central Master Equipment, if any;
 - j. Existing Field Master Equipment, if any;
 - k. Open each controller cabinet and take digital photos of all equipment inside;
 - l. Note any deficiencies of traffic control equipment at each intersection; and
 - m. Note the maintenance condition or existence of the traffic signal equipment, controllers and synchronization related infrastructure.

CONSULTANT shall also investigate factors that are expected to affect signal progression including, but not limited to: intersections with high pedestrian or bicyclist volumes; over-saturated intersections; uneven lane distribution; high volumes of trucks and buses; high-volume unsignalized intersections, including interchanges; parking maneuvers; presence and location of bus stops; differing signal timing patterns among AGENCIES; etc.

With the view of assisting, enhancing, and improving the traffic operations along this corridor, CONSULTANT shall identify any deficiencies of the existing traffic signal control and telemetry infrastructure, and geometric layout, and provide recommendations towards simple solutions that may be implemented to correct such deficiencies. CONSULTANT shall prepare a report summarizing the findings of the field review.

If deemed necessary by the APM or through request of an AGENCY through the APM, CONSULTANT shall prepare any design construction documents in the form of sketches to full-fledged Plans Specifications and Estimates (PS & E). CONSULTANT shall prepare such plans for use in the construction of the PROJECT per each respective AGENCY's standards. CONSULTANT shall supply such documentation to the APM and the AGENCY owning the affected facility for approval prior to commencing any construction. Construction documents will be used during the course of construction by AGENCY for inspection services. CONSULTANT shall modify documents subject to approved construction completion to owning AGENCY as an As – Built document. Cost for production, reproduction, inspection services, and as – built services are part of the Full Fixed Price of the Contract and/or CTO and no additional compensation shall be allowed, therefore.

CONSULTANT will be required to design, procure, install, construct, and implement all desired components of the PROJECT as described in this document. CONSULTANT shall negotiate with OCTA and AGENCIES at the beginning of PROJECT to determine what actually shall be installed and implemented to maintain budgetary control.

CONSULTANT, if required to install or replace any traffic signal control equipment whether local intersection or central systems, shall perform due diligence in the determination of what types of systems are to be installed. NTCIP compatible systems with Center to Center (C2C) communications ready capability shall be installed. System Telemetry C2C or to intersections from Central or peer to peer shall be Internet Protocol (i.p.) based Ethernet over Copper, Ethernet over Fiber, or hybrid of those two. Serial Communications shall not be allowed. Closed Loop Systems shall not be continued, supplied nor installed without special consideration and approval by OCTA and APM. Sole Source systems or systems that are a linked subset or part of a sole source central system are not to be installed unless verification of need can be demonstrated to OCTA APM and CAMM Contract Administration per OCTA standards and policies. In the circumstance where a local intersection system controller is a necessary sole source and there is no alternate substitute, the CONSULTANT shall procure the sole source local intersection controller unit. The controller assembly and appurtenances housing the local intersection system controller may be supplied by others.

Deliverables – Task 3:

1. Report documenting:
 - a. The field review (including photo logs)
 - b. Recommended mitigations to perceived problems
2. Electronic versions of the report and all data files
3. Necessary Construction Documentation

Task 4: 'Before' Study

CONSULTANT shall conduct a 'Before' field study report representative of the times and days for which synchronization plans will be developed. The report shall identify Measures of Effectiveness (MOE) to evaluate the effects of the synchronization plans. MOE's will likely include traffic flow, travel time, average speed, number of stops per mile, number of intersections traversed on green vs. stopped by red (Greens per Red) (*note: Average Speed, Stops per Mile, and Greens per Red are the new OCTA MOE, Corridor Synchronization Performance Index (CSPI)*), fuel consumption reduction, pollution reduction, and other pertinent items. The CONSULTANT shall include the CSPI as part of the MOEs as they are easily identifiable by lay persons relevant to demonstrating corridor improvements. The identified MOE's shall be compiled for the corridor using the floating car method and from either or PTV Vistro 2, Synchro 8.0 and from Tru-Traffic Version 10.0. At least five (5) runs will be completed in each direction for each of the three weekday timing plans (a.m., midday, and p.m.), and at least five (5) runs will be completed in each direction during the Saturday midday plan. Number of runs shall be consistent for both directions and time periods. Based on engineering judgment and in conjunction with APM approval, CONSULTANT should subdivide the corridor into contiguous segments for the 'Before' and 'After' runs. CONSULTANT shall notify and receive approval from PARTIES on number of runs and contiguous segments to be accomplished.

Project travel-time data will be collected using the floating car method, a laptop computer, a GPS receiver unit, and Tru-Traffic v 10.0, only.

The report shall address likely optimization strategies for signal synchronization, specifically focusing on how to consider PROJECT optimization: end – to – end vs. coordinated zones. Ideally, the analysis should include the floating car data and data collected as part of Task 2. However draft versions of the report can include previously collected traffic, travel time, or other data, if considered relevant and available. The evaluation report shall provide a very good understanding of traffic patterns on PROJECT throughout the weekdays and throughout the

weekend. Tru-Traffic Version 10.0 has the OCTA Corridor Synchronization Performance Index (CSPI) Calculation formulas available for use as well as the calculations for the latest emissions for GHG and other Measures of Effectiveness (MOE). These functions shall be utilized by the CONSULTANT in the draft preliminary, draft final and final reports as specified herein.

It is highly recommended that the following modules be downloaded and installed as part of Tru Traffic prior to the start of the 'Before' Runs:

- OCTA CSPI.urc,
- Emissions using CMEM for Vehicle Category 4 rev2.urc
- FuelConsumption&Emissions_mph.urc,
- CumulativeAvgSpeedLOS_mph.urc

The CONSULTANT shall perform due diligence with regard to existing and proposed timing operations on arterials that intersect with the PROJECT.

CONSULTANT shall prepare a memorandum and present the findings to the Authority outlining the findings of the 'Before' field study. The Authority may request a presentation on the traffic patterns on PROJECT Scope and possible synchronization strategies to address the traffic patterns (optimizing the fill corridor versus optimizing segments identified with natural traffic breaks) to provide direction on the preferred signal timing strategy. Any requested presentation shall include as much of the turning movement, 24-hour machine counts, travel time, earlier city counts, etc. as available. CONSULTANT shall finalize the memorandum based on comments received from the Authority Project Manager and other involved AGENCIES and after incorporating the full set of data collected by CONSULTANT as part of Task 2.

The CONSULTANT shall perform a synchronized video of the before runs with the Tru Traffic Runs for incorporation into a final Before and After synchronized movie.

Deliverables – Task 4:

1. A memorandum documenting the results of the 'Before' study is to be distributed to the APM and AGENCIES as a discussion item. More detailed analysis of project results shall be included in Task 8: Project Report.
2. Electronic versions of all data files and memorandum to all PARTIES and AGENCIES.
3. Before Run synchronized video

Task 5: Signal Timing Optimization and Implementation

CONSULTANT shall work with the APM and AGENCIES to develop a model of the study area and calibrate the model based on field observations of existing conditions. Signal synchronization optimization shall be conducted in PTV Vistro 2 and/or Synchro 8.0. The corridor model must be consistent with all aspects and seamlessly interface and interlace with the County Wide Synchro Network as administered by the GIS/ROADS database. The PROJECT shall be developed with PTV Vistro 2 and/or Synchro 8.0 and shall be easily imported and or exported to and from those programs respective database. Node or intersection numbering scheme must remain consistent with ROADS. Any modifications, additions, or removal of intersections or roadway segments

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(nodes or links) must be approved by the Section Manager III – Planning/GIS, Planning and Analysis for OCTA. CONSULTANT shall calibrate the model based on travel time, delay studies, field observations of queue lengths, and saturation flows for heavy movements at key intersections. It is recommended that the CONSULTANT utilize the Bing™ Map feature from PTV Vistro 2 or Synchro 8 in the development of the base layout files. Tru-Traffic Software version 10.0 or latest release should be used, subsequent to initial optimization, to augment and enhance green band throughput (offset, splits, phase rotation); and, to incorporate specific off band coordinated traffic platoons into the corridor operation as required by data analysis and field observations.

The CONSULTANT may use their own numbering scheme for use in Synchro analysis if the volume balancing and other factors becomes an issue with node numbering in regard to OCTA ROADS Database. If the CONSULTANT chooses to use this methodology, the requirement for submittal of the database in the ROADS format is still required. The extra node numbering used for volume balancing nodes and other factors must be removed upon final submittal of the Synchro document that will be incorporated into the ROADS database. These operations will be closely monitored and controlled through the APM and the Section Manager of the GIS department of Planning.

CONSULTANT shall evaluate signal timing and coordination parameters with consideration for the following:

- Optimize coordination timing using:
 - Modified Phase Sequence Rotation
 - Lead /Lead
 - Lead/Lag
 - Lag/Lead
 - Lag/Lag
 - Leading and Lagging the same phase within a given cycle
 - Protected/Permissive operations
 - Phasing will be lead/lead only; or,
 - Flashing Yellow Arrow technique may be employed for lead/lag if controlling/owner AGENCY permits its use
 - Harmonic cycling – double, half, third or other harmonic multiple,
 - Other innovative techniques upon approval of the owning agency and the APM

CONSULTANT will measure the saturation flow rates at key project intersections during one peak hour where the overall intersection volume-to-capacity ratio is greater than or equal to 0.8 as a calibration for the Synchro model

- Timing parameters which provide adequate splits and corresponding offsets which fully accommodate pedestrians within the split time. CONSULTANT shall take into consideration the pedestrian timing parameters used by the local AGENCY on a case by case basis. Pedestrian Intervals shall be examined and retimed to current adopted standards by each respective AGENCY. CONSULTANT should note that proposed new pedestrian timing standards have been approved at the Federal and State level. AGENCIES must be contacted and provide policy and guidance to the CONSULTANT for calculations regarding these timing intervals.
- Timing parameters which incorporate minimal pedestrian activity to provide the optimum vehicle split and offset timing and accommodate pedestrians using various pedestrian timing adjustment techniques for pedestrian splits during coordination.

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- Appropriate cycle lengths consistent with the goals of this effort. Additionally, CONSULTANT shall recommend time-of-day start and stop intervals for the various timing plans based on the identified peaks from the 24-hour machine counts, and field observation.
- CONSULTANT shall prepare, at minimum, a total of three (3) timing plans for a typical weekday which consider the following peak periods: AM PEAK, MID-DAY PEAK, PM PEAK and one (1) timing plan for a typical Saturday for a MID-DAY PEAK. Timing plans should be in both Synchro format and the preferred timing chart format of each local AGENCY.

CONSULTANT shall develop an operational model within SimTraffic. The operational analysis will be used to micro – simulate and analyze specific roadway segments with queuing, spill back, starvation, storage blocking, and other queuing interactions, and to analyze and mitigate the conditions discovered by CONSULTANT and/or APM and AGENCIES in field reviews.

CONSULTANT shall develop optimized signal timings using the results from PTV Vistro 2 and/or Synchro/SimTraffic 8.0, in conjunction with Tru-Traffic version 10.0 or latest released version and recommend any changes to the signal phasing at each signalized intersection that may improve the efficiency of operations. Output of the modeling software shall not be utilized without proper QA/QC. Engineering judgment shall be utilized to determine final operational parameters. The recommended signal timing plans shall be reviewed by the APM and local AGENCY staff.

Time of Day/Day of Week (TOD/DOW) Timing Plan selection schedules shall be developed that reflect actual traffic conditions within contiguous segments or down to the individual intersection as necessary. The CONSULTANT, in cooperation with the APM, and upon concurrence of the Traffic Forum, shall develop a real time traffic responsive operations (TRO) program to facilitate timing plan selection based on data obtained from the project. The program shall select the timing plans relative to volume, occupancy, speed, if available, and directional flows on a 24hour/7 days per week schedule. All forms of detection for all modes of travel may be employed in this endeavor. A library of timing plans shall be developed to facilitate this requirement. A static TOD/DOW schedule shall be developed and set ready as backup in case of detection failures within the TRO program

Upon approval of the optimized signal timings by the Authority and the cities, the CONSULTANT shall implement, or assist local AGENCIES staff in the implementation of new signal timings either through the central traffic signal system (if available) or direct implementation at the intersection controller units. CONSULTANT shall use existing traffic signal interconnection systems, where they exist, and, as a result of the inter-jurisdictional nature of the project, shall implement time-based signal coordination techniques across signals controlled by different AGENCIES.

As the project will be using time-based signal coordination, the CONSULTANT shall evaluate the current time-referencing of all traffic signal controllers and recommend a corridor-wide strategy to ensure that all traffic signal controllers are on synchronized time clocks linked to a master time source. CONSULTANT shall verify that all Central Master or Local Field Master, and/or Local Controller unit clocks are:

- operating properly and are synchronized;
- and that all clocks are referencing a Coordinated Universal Time (UTC) and the start for all cycle length calculation shall be 12:00AM – Midnight.

CONSULTANT shall fine-tune, or assist local AGENCY staff in the fine-tuning of, the new settings and timings. CONSULTANT shall fine-tune timings in the field and record all changes. Fine-tuning shall be conducted during times and days that are representative of the times and days for which coordination plans were developed.

CONSULTANT shall utilize Tru – Traffic Version 10.0 or later software on a laptop with appropriate GPS device and use the floating car method utilized in the PROJECT 'Before' Study to fine tune the corridor operation and verify integrity of system intersection clocks. Synchronized Video shall be used to compare actual conditions to anticipated conditions dictated by the Tru-Traffic time space diagram so that any anomalies may be corrected prior to 'After' Study tasks. (Note: Synchronized video may be done in defined segments as determined by the Traffic Forum. See Task 6 below.)

Synchronized Video of 'Before' and 'After' runs shall be utilized in the development of presentations to City Council or Committee meetings.

CONSULTANT shall prepare a memorandum detailing the signal timing optimization and implementation, including detail on the Tru-Traffic/OCTA CSPI and other MOE's and PTV Vistro or Synchro/SimTraffic MOE results. CONSULTANT shall finalize the memorandum based on comments received from the PROJECT AGENCY applicant or sponsor, the other involved AGENCIES, and the APM.

Deliverables – Task 5:

1. All optimized and synchronized traffic signal timing plans, including existing corridor conditions and improved corridor conditions.
2. Field implementation of optimized traffic signal plans for existing corridor conditions, including all required fine tuning and Traffic Responsive Operations parameters
3. Evaluation, recommendation, and installation of a master synchronized time-referencing system.
4. Electronic versions of Files from all Traffic Signal Modeling Software programs used in PROJECT
5. Electronic versions of all other data files and memorandums.
6. Memorandum documenting the signal timing optimization and implementation.
7. Deliverables 1 and 2 to PARTIES shall be limited to one to three signalized intersections on each side of respective political boundaries.

Task 6: 'After' Study

The CONSULTANT shall conduct an 'After' field study representative of the times and days for which synchronization plans will be developed. The 'After' study must be conducted in the same manner and contain the same MOE's as the 'Before' study in order to evaluate the improvements of the synchronization plans. MOE's should be compiled for the optimized corridor using the floating car method output in Tru-Traffic and then from Synchro/SimTraffic 8.0 or from PTV Vistro 2. At least five (5) runs will be completed in each direction for each of the three weekday timing plans (a.m., midday, and p.m.), and at least five (5) runs will be completed in each direction during the Saturday midday plan.

Project travel-time data will be collected using the floating car method, a laptop computer, a GPS receiver unit, and the methodologies and software to match the 'Before' study, exactly.

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CONSULTANT shall prepare a memorandum comparing the results of the 'Before' and 'After' field study with reference to the specific MOE's and present the findings to the Board. CONSULTANT shall also provide at least two public video travel time presentations (Transportation Commission Meeting and City Council Meeting). CONSULTANT shall finalize the memorandum based on comments received from the APM and other involved AGENCIES.

Deliverables – Task 6:

1. Memorandum comparing the results of the 'Before' and 'After' studies, to be distributed to OCTA Board as an item. More detailed analysis of project results to be included in Task 8: project report.
2. Presentation to the Board of the 'Before' and 'After' study comparison.
3. Synchronized Video with graphical travel time presentation to at least 2 public meetings (Transportation Commission Meeting and City Council Meeting or equivalent. Maximum number of meetings shall be equal to 2 per participating AGENCY (note: this requirement may be deleted as determined by the PARTIES))
4. Electronic versions of all data files and memorandum.

Task 7: Synchronization System Construction – Agency Specific**General:**

All work and equipment supplied for PROJECT shall comply and be done in accordance with all provisions of 2010 Section 86 of the State of California Standard Specifications as amended herein and the State of California Standard Plans as amended herein or on Construction Plans for PROJECT.

CONSULTANT shall coordinate with each AGENCY of the PROJECT to assess special construction requirements, needs and desires, either known and proposed or previously unforeseen or unknown but necessary to complete the project including:

1. GPS time clocks at Central, Field Master, and Local Intersection Controller Assemblies;
2. The replacement and/or modifications to intersection controller assemblies and/or units;
3. New Central Systems or Modifications or upgrades from closed loop system to central system hardware, firmware, and software,
4. Modifications, additions; or repair of missing or damaged signal synchronization infrastructure and other assets to be determined. (See Exhibit B or Appendices for the matrix for each AGENCY as to what is currently proposed to be constructed. See Task 3: Field Review, Plans Specifications and Estimates, Design Standards and Requirements for allowed systems and sub systems, sole source, and design requirements for all equipment to be installed.); and

Attention is directed to Section 86 – 1.05 CERTIFICATE OF COMPLIANCE.

Section 86 – 1.05 CERTIFICATE OF COMPLIANCE is removed in entirety and replaced with Section 86 – 1.05 WARRANTIES, GUARANTIES and INSTRUCTION SHEETS as follows:

Manufacturers' warranties and guaranties furnished for materials used in the work and instruction sheets and parts lists supplied with materials shall be delivered to the owning AGENCY prior to acceptance of the project. CONSULTANT, sub – consultant, and vendors' of equipment and material on PROJECT shall provide to the owning AGENCY the following Warranties and Guaranties:

**COOPERATIVE AGREEMENT NO. C-3-2084
ATTACHMENT A
KRAEMER BOULEVARD / GLASSELL STREET / GRAND AVENUE – TSSP**

- a. ONE (1) YEAR GUARANTEE on LABOR and MATERIAL for all equipment furnished, installed, and/or modified
- b. THREE (3) YEAR GUARANTEE on Firmware and Software Patches, Fixes, Updates, and Upgrades for
 - o Central Systems Control and Communications,
 - o Field Master, and Local intersection controller units

Maintenance Contracts or extra fees for these specific tasks and deliverables shall not be allowed nor charged to any PARTY or AGENCY by either the CONSULTANT, his/her Sub – Consultants, and/or vendors/suppliers, either jointly or severally, of the specified systems and related components for this service or task.

Enforcement of Standard Warranties or Guaranties for hardware and software or firmware specified heretofore shall be the sole responsibility of the AGENCY receiving the equipment.

Attention is directed to Section 86 – 8 PAYMENT. Section 86 - 8.01 PAYMENT is included herein in entirety with the following additions:

Add: All work and equipment supplied and/or necessary for PROJECT, including all labor and insurances, to make PROJECT operate as designed and intended shall be included in the lump sum price for PROJECT. No additional compensation for same shall be allowed, therefore. All work and equipment including labor and insurances for maintaining and operating existing electrical facilities including communications equipment shall be included in the lump sum price for PROJECT. No additional compensation for same shall be allowed, therefore. Electrical energy service costs and regular maintenance costs for PROJECT facilities under construction shall be borne by the owning AGENCY. Maintenance costs for PROJECT facilities caused by damage from public shall be borne by the owning AGENCY. Maintenance costs caused by damage from CONSULTANT or sub – consultants, and/or vendors shall be borne solely by CONSULTANT.

Deliverables – Task 7:

1. Procure and install any and all equipment as specified but within budget for the PROJECT as proposed in the SOW and Attachments or Appendices.
2. Negotiate with APM and AGENCY representatives on alternative procurements or substitutions as deemed necessary during the course of the PROJECT.
3. AS BUILT Plans and Specifications.
4. All WARRANTIES and GUARANTIES as specified

Task 8: Continuing Signal Timing Support

CONSULTANT will provide “on-call” signal timing support services for a period of two years or 24 months following the implementation and fine – tuning of the final signal timing plans, Task 5, to address any future adjustments that may be needed during this period. Depending on the nature of the adjustment, CONSULTANT may accomplish the fine-tuning adjustments remotely from the Consultant’s office through the traffic management systems. During this 24-month period CONSULTANT will be prepared to review any project intersection requested by the PARTIES within (24) hours of written notice, including observing and fine-tuning the signal timing.

CONSULTANT will drive the length of the project arterial during all designated corridor synchronization timing plan hours of operation on a monthly basis in order to verify that the synchronization timing is working as designed, and complete any necessary adjustments. Monthly driving times will consist of a full 12-hour weekday and a 4-hour Saturday. CONSULTANT shall notify APM 24 hours prior to commencement of driving periods.

Deliverables – Task 8:

1. 24 months of on-call support and revised signal timing plans and memorandum documenting CONSULTANT recommendations and AGENCY actions
2. Electronic versions of all data files and memorandums.

Task 9: Project Report

At the end of the one (1) year Implementation Phase of the three (3) year contract period, CONSULTANT shall prepare a Final Report with an executive summary. The report shall provide complete documentation of the project, including, but not limited to, project objectives, project locations, project scope, findings, recommendations, implementation schedule, improvements accomplished, report on the Continued Signal Timing Support per Task 8, and procedures for continuing maintenance, surveillance, and evaluation of the coordinated signal system, work performed, data collected: 'before' and 'after' studies and project benefits achieved in terms of fuel savings, travel time, and other measurable parameters. The report shall document all planned and programmed improvements on the study corridor as well as recommendations for further infrastructure improvements that would likely improve the corridor signal coordination project results. CONSULTANT shall present the final report and results of the project to the Board and city councils as required. The report shall be completed in accordance with the current CTFP Guidelines.

The report shall include for each intersection the lane configurations; signal phasing, turning movement data, and cycle lengths for existing and proposed timings for all peak periods. In addition, in a separate binder, all the traffic signal phase sequences, signal timing plans, and pedestrian timings shall be documented. Finally, the report shall provide recommendations with cost and benefit estimates for future improvements to traffic signal infrastructure (signal controllers, vehicle detection, communications, etc.), intersection capacity (appropriate signal phasing, lane geometrics, and alleviation of physical bottlenecks that curtail arterial capacity), and traffic management strategies. These proposed improvements are beyond the scope of this demonstration project but should be useful in determining future enhancements to the corridor.

At the end of the three (3) year contract period, the CONSULTANT shall prepare for OCTA the FINAL REPORT as required by the M2 Ordinance and Ch. 10 of the CTFP Guidelines for Fiscal Year 2013. This report is a fill in form type of report.

Deliverables – Task 9:

1. Draft and Final PROJECT Signal Synchronization Project Report (one electronic master, two hardcopies to Authority, and one hardcopy per AGENCY) and Presentations at the end of the one (1) year Implementation Phase.
2. Final PROJECT Report per Chapter 10 of Fiscal Year 2013 CTFP Guidelines.

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Task 10: Traffic Signal Modeling Software Support

This Section is an optional line item depending on PROJECT costs and savings during the implementation phase. CONSULTANT, in addition to specific needs of AGENCIES as listed on Page A-19 to Page A-27, shall supply to OCTA or specified AGENCY, if funds are available, any upgrade or new licenses for the following software and manuals:

Agency Name	Product Name	Quantity	Add License	Upgrade	New
Anaheim	PTV Vistro 2	1	No	No	Yes
Brea	PTV Vistro 2	1	No	No	Yes
Orange	PTV Vistro 2	1	No	No	Yes
Placentia	PTV Vistro 2	1	Yes	No	No
Santa Ana	PTV Vistro 2	1	No	No	Yes
OCTA	PTV Vistro 2	1	No	No	Yes

Deliverables Task 10:
 Software with licenses and manuals as specified

COOPERATIVE AGREEMENT NO. C-3-2084
ATTACHMENT A
KRAEMER BOULEVARD / GLASSELL STREET / GRAND AVENUE – TSSP

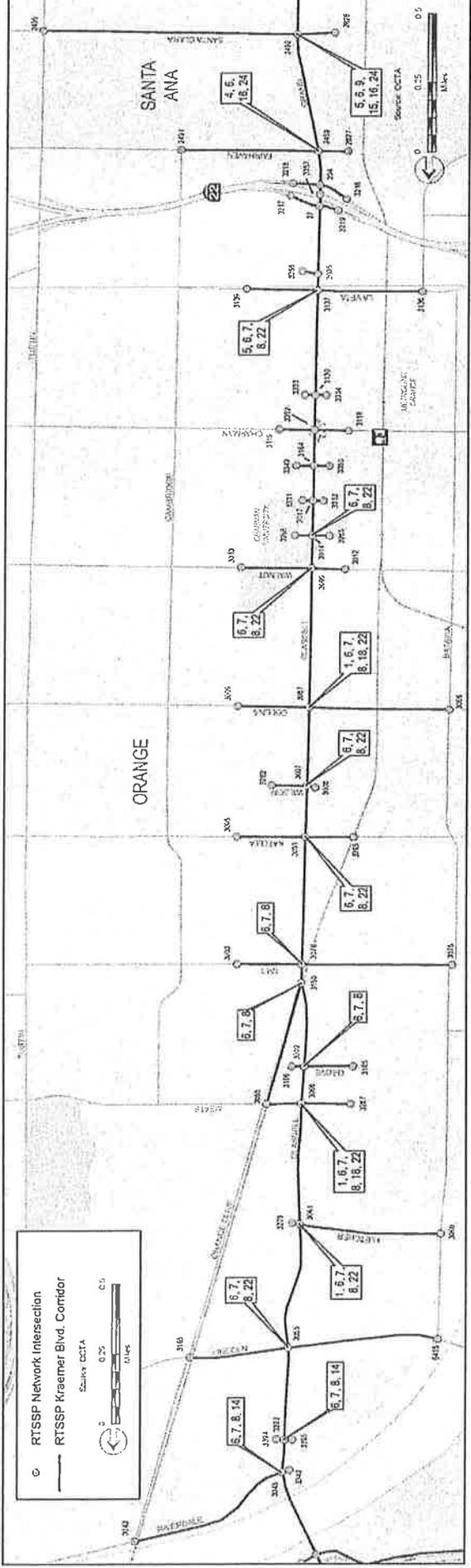
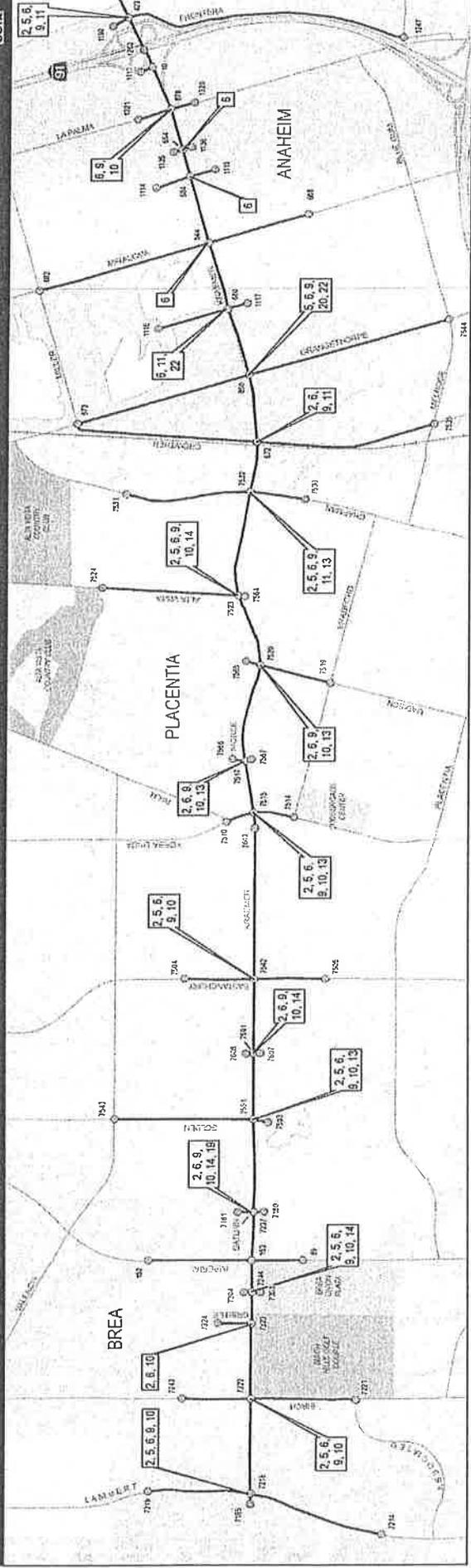
Kraemer Boulevard / Glassell Street / Grand Avenue List of Intersections			
Location	Kraemer Boulevard @	Node #	Agency
1	Lambert Road	7218	Brea
2	Birch Street	7222	Brea
3	Orbiter Street (Future Signal)	TBD	Brea
4	Birch Hills Mall	7244	Brea
5	Imperial Highway (SR-90)	153	Caltrans
6	Buttonwood Drive / Saturn Street	7237	Brea
7	Golden Avenue	7591	Placentia
8	Patrician Lane		Placentia
9	Bastanchury Road	7542	Placentia
10	Yorba Linda Boulevard	7515	Placentia
11	Sheffield Street / Morse Avenue	7517	Placentia
12	Madison Avenue	7520	Placentia
13	Alta Vista Street	7523	Placentia
14	Chapman Avenue (North)	7532	Placentia
15	Crowther Avenue	672	Placentia
16	Orangethorpe Avenue	850	Anaheim
17	La Jolla Street	680	Anaheim
18	Miraloma Avenue	844	Anaheim
19	Coronado Street	684	Anaheim
20	Fire Signal	654	Anaheim
21	La Palma Avenue	878	Anaheim
22	SR-91 Westbound Off-Ramp	10	Caltrans
23	Frontera Street	423	Anaheim
Location	Glassell Street @	Node #	Agency
24	Riverdale Avenue	3045	Orange
25	Riverbend Parkway / Richland Avenue	3393	Orange
26	Lincoln Avenue	3055	Orange
27	Fletcher Avenue	3279	Orange
28	Meats Avenue	3066	Orange
29	Grove Avenue	3186	Orange
30	Orange Olive Road	3150	Orange

COOPERATIVE AGREEMENT NO. C-3-2084
 ATTACHMENT A
 KRAEMER BOULEVARD / GLASSELL STREET / GRAND AVENUE – TSSP

Kraemer Boulevard / Glassell Street / Grand Avenue List of Intersections			
Location	Glassell Street @	Node #	Agency
31	Taft Avenue	3078	Orange
32	Katella Avenue	3051	Orange
33	Wilson Avenue/Adams Avenue	3008	Orange
34	Collins Avenue	3087	Orange
35	Walnut Avenue	3099	Orange
36	Sycamore Avenue / University Drive	3014	Orange
37	La Veta Avenue	3137	Orange
38	SR-22 Westbound Ramp	27	Caltrans
Location	Grand Avenue @	Node #	Agency
39	SR-22 Eastbound Ramp	204	Caltrans
40	Fairhaven Avenue	2489	Santa Ana
41	Santa Clara Avenue	2492	Santa Ana
42	21st Street	2482	Santa Ana
43	17th Street	2505	Santa Ana
44	I-5 Northbound Ramp	96	Caltrans
45	Santa Ana Boulevard / I-5 Southbound Ramp	188	Caltrans
46	Fruit Street	2412	Santa Ana
47	OC Register	2416	Santa Ana
48	4th Street	2531	Santa Ana
49	1st Street	2547	Santa Ana
50	Chestnut Avenue	2548	Santa Ana
51	McFadden Avenue	2584	Santa Ana
52	Century High School	2634	Santa Ana
53	Edinger Avenue	2594	Santa Ana
54	St Andrew Place	2453	Santa Ana
55	St Gertrude Place	2461	Santa Ana
56	Warner Avenue	2606	Santa Ana
57	Hotel Terrace Drive / Brookhollow Drive	2606	Santa Ana
58	SR-55 Southbound Off-Ramp	95	Caltrans
59	Dyer Road	250	Santa Ana

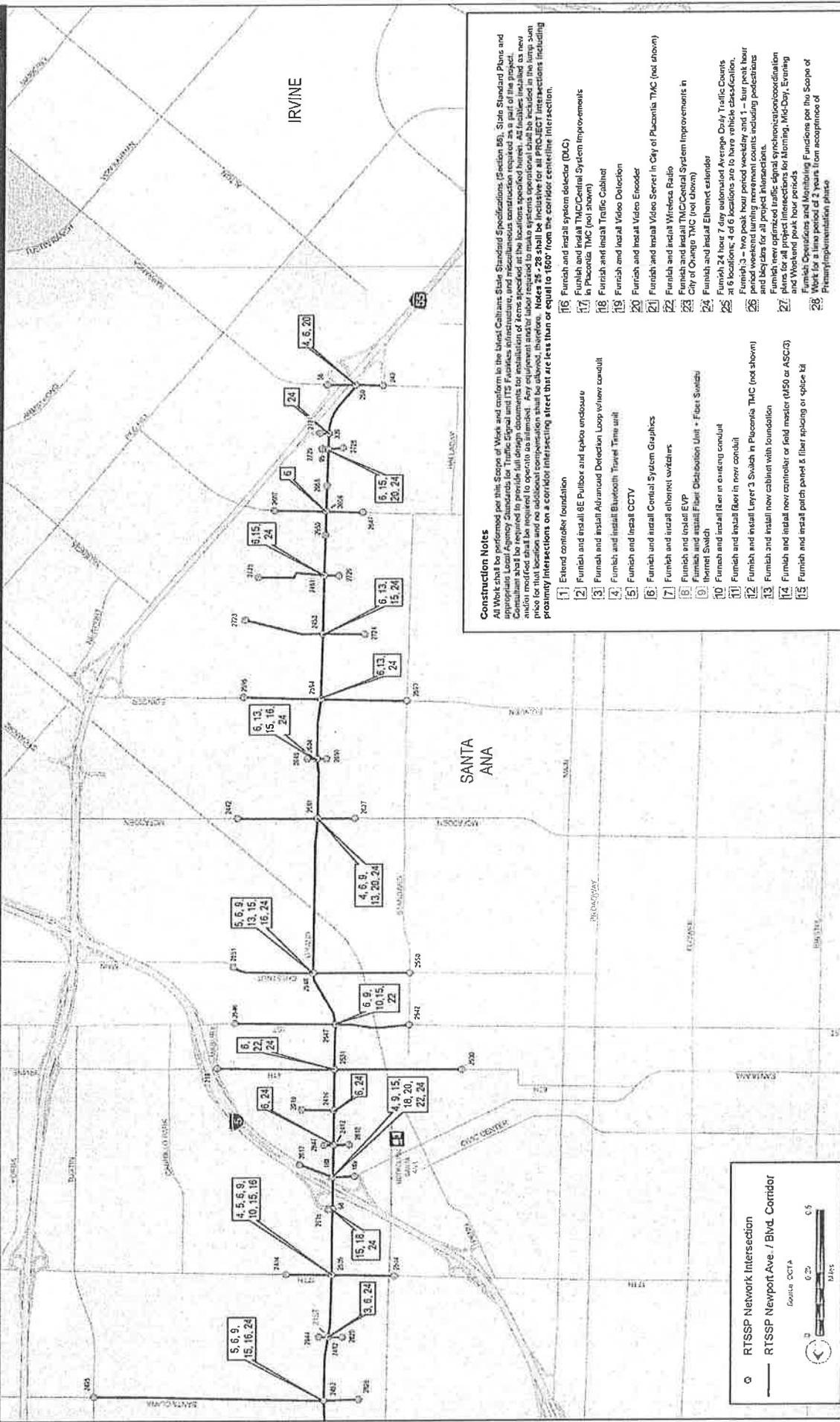
COOPERATIVE AGREEMENT NO. C-3-2084
 ATTACHMENT A
 KRAEMER BOULEVARD / GLASSELL STREET / GRAND AVENUE - TSSP

Kraemer Boulevard - Glassell Street - Grand Avenue



COOPERATIVE AGREEMENT NO. C-3-2084
 ATTACHMENT A
 KRAEMER BOULEVARD / GLASSELL STREET / GRAND AVENUE - TSSP

Grand Avenue



Construction Notes

All Work shall be performed per the Scope of Work and conform to the latest California State Standard Specifications, (Section 86), State Standard Plans and Plans and Specifications for Traffic Signal and ITS Facilities infrastructure and miscellaneous construction required as a part of this project. Contractors shall be responsible for obtaining all necessary permits and approvals from the appropriate agencies. The locations specified herein shall be subject to change and/or modified shall be required to open to traffic as indicated. Any equipment and/or labor required to be provided by the contractor shall be provided at the contractor's expense for that location and no additional compensation shall be allowed, therefore. Notes 25 - 28 shall be inclusive for all PROJECT intersections including proximity intersections on a corridor intersecting street that are less than or equal to 1500' from the corridor center-line intersection.

1. Extend concrete foundation
2. Furnish and install BE Pullbox and splice enclosure
3. Furnish and install Automatic Detection Loop w/wire conduit
4. Furnish and install Bluetooth Travel Time unit
5. Furnish and install CCTV
6. Furnish and install Central System Graphics
7. Furnish and install ethernet switches
8. Furnish and install EIP
9. Furnish and install Fiber Distribution Unit - Fiber Switch
10. Furnish and install fiber in existing conduit
11. Furnish and install fiber in new conduit
12. Furnish and install Layer 3 Switch in Placentia TMC (not shown)
13. Furnish and install new cabinet with foundation
14. Furnish and install new controller or field master (M50 or ASC3)
15. Furnish and install patch panel & fiber splicing or splice kit
16. Furnish and install system detector (DLC)
17. Furnish and install TMC/Central System Improvements in Placentia TMC (not shown)
18. Furnish and install Traffic Cabinet
19. Furnish and install Video Detection
20. Furnish and install Video Encoder
21. Furnish and install Video Server in City of Placentia TMC (not shown)
22. Furnish and install Wireless Radio
23. Furnish and install TMC/Central System Improvements in City of Orange TMC (not shown)
24. Furnish and install Ethernet extender
25. Furnish 24 hour 7 day automatic Average Daily Traffic Counts equipment to help with classification.
26. Furnish 24 hour 7 day automatic Average Daily Traffic Counts equipment to help with classification. Furnish 24 hour 7 day automatic Average Daily Traffic Counts equipment to help with classification. Furnish 24 hour 7 day automatic Average Daily Traffic Counts equipment to help with classification. Furnish 24 hour 7 day automatic Average Daily Traffic Counts equipment to help with classification.
27. Furnish new optimized traffic signal synchronization and Week-end peak hour periods.
28. Furnish Operations and Monitoring Functions per the Scope of Work for a time period of 2 years from acceptance of Pumping/Installation phase.

RTSSP Network Intersection
 RTSSP Newport Ave. / Blvd. Corridor
 Scale: OCTA
 0 25 50
 Feet

COOPERATIVE AGREEMENT NO. C-3-2084
ATTACHMENT A
KRAEMER BOULEVARD / GLASSELL STREET / GRAND AVENUE - TSSP

Line Item	Agency	Kraemer Boulevard / Glassell Street / Grand Avenue @	Item Description	Unit	Qty	Unit Price	Total Cost	
1	Brea	Kraemer Boulevard / Glassell Street / Grand Avenue @	Furnish and install Central System Graphics	EA	1	\$600.00	\$600.00	
2			Furnish and install CCTV	EA	1	\$12,000.00	\$12,000.00	
3			Lambert Road	Furnish and install Fiber Distribution Unit + Fiber Switch/Ethernet Switch	LS	1	\$4,500.00	\$4,500.00
4				Furnish and install 6E Pullbox and splice enclosure	EA	2	\$1,800.00	\$3,600.00
5			Furnish and install fiber in existing conduit	LF	1800	\$6.00	\$10,800.00	
6		Birch Street	Furnish and install Central System Graphics	EA	1	\$600.00	\$600.00	
7			Furnish and install CCTV	EA	1	\$12,000.00	\$12,000.00	
8			Furnish and install Fiber Distribution Unit + Fiber Switch/Ethernet Switch	LS	1	\$4,500.00	\$4,500.00	
9			Furnish and install 6E Pullbox and splice enclosure	EA	2	\$1,800.00	\$3,600.00	
10			Furnish and install fiber in existing conduit	LF	1450	\$6.00	\$8,700.00	
11		Orbiter Street (Future Signal)	Furnish and install Central System Graphics	EA	1	\$600.00	\$600.00	
12			Furnish and install 6E Pullbox and splice enclosure	EA	1	\$1,800.00	\$1,800.00	
13			Furnish and install fiber in existing conduit	LF	610	\$6.00	\$3,660.00	
14			Furnish and install Central System Graphics	EA	1	\$600.00	\$600.00	
15			Furnish and install CCTV	EA	1	\$12,000.00	\$12,000.00	
16		Birch Hills Mall	Furnish and install new controller or field master (M50 or ASC/3)	EA	1	\$4,500.00	\$4,500.00	
17			Furnish and install Fiber Distribution Unit + Fiber Switch/Ethernet Switch	LS	1	\$4,500.00	\$4,500.00	
18			Furnish and install 6E Pullbox and splice enclosure	EA	1	\$1,800.00	\$1,800.00	
19			Furnish and install fiber in existing conduit	LF	575	\$6.00	\$3,450.00	
20			Furnish and install Central System Graphics	EA	1	\$600.00	\$600.00	
21		Buttonwood Drive / Saturn Street	Furnish and install Video Detection	LS	1	\$26,000.00	\$26,000.00	
22			Furnish and install new controller or field master (M50 or ASC/3)	EA	1	\$4,500.00	\$4,500.00	
23			Furnish and install Fiber Distribution Unit + Fiber Switch/Ethernet Switch	LS	1	\$4,500.00	\$4,500.00	
24			Furnish and install 6E Pullbox and splice enclosure	EA	2	\$1,800.00	\$3,600.00	
25			Furnish and install fiber in existing conduit	LF	930	\$6.00	\$5,580.00	

26		Furnish and install Central System Graphics	EA	1	\$600.00	\$600.00
27		Furnish and install CCTV	EA	1	\$12,000.00	\$12,000.00
28	Golden Avenue	Furnish and install new cabinet with foundation	LS	1	\$25,000.00	\$25,000.00
29		Furnish and install Fiber Distribution Unit + Fiber Switch/Ethernet Switch	LS	1	\$4,500.00	\$4,500.00
30		Furnish and install 6E Pullbox and splice enclosure	EA	2	\$1,800.00	\$3,600.00
31		Furnish and install fiber in existing conduit	LF	1220	\$6.00	\$7,320.00
32		Furnish and install Central System Graphics	EA	1	\$600.00	\$600.00
33		Furnish and install new controller or field master (M50 or ASC/3)	EA	1	\$4,500.00	\$4,500.00
34	Patrician Lane	Furnish and install Fiber Distribution Unit + Fiber Switch/Ethernet Switch	LS	1	\$4,500.00	\$4,500.00
35		Furnish and install 6E Pullbox and splice enclosure	EA	2	\$1,800.00	\$3,600.00
36		Furnish and install fiber in existing conduit	LF	1430	\$6.00	\$8,580.00
37		Furnish and install Central System Graphics	EA	1	\$600.00	\$600.00
38		Furnish and install CCTV	EA	1	\$12,000.00	\$12,000.00
39	Bastanchury Road	Furnish and install Fiber Distribution Unit + Fiber Switch/Ethernet Switch	LS	1	\$4,500.00	\$4,500.00
40		Furnish and install 6E Pullbox and splice enclosure	EA	5	\$1,800.00	\$9,000.00
41		Furnish and install fiber in existing conduit	LF	3175	\$6.00	\$19,050.00
42		Furnish and install Central System Graphics	EA	1	\$600.00	\$600.00
43		Furnish and install CCTV	EA	1	\$12,000.00	\$12,000.00
44	Yorba Linda Boulevard	Furnish and install new cabinet with foundation	LS	1	\$25,000.00	\$25,000.00
45		Furnish and install Fiber Distribution Unit + Fiber Switch/Ethernet Switch	LS	1	\$4,500.00	\$4,500.00
46		Furnish and install 6E Pullbox and splice enclosure	EA	2	\$1,800.00	\$3,600.00
47		Furnish and install fiber in existing conduit	LF	1010	\$6.00	\$6,060.00
48		Furnish and install Central System Graphics	EA	1	\$600.00	\$600.00
49		Furnish and install new cabinet with foundation	LS	1	\$25,000.00	\$25,000.00
50	Sheffield Street / Morse Avenue	Furnish and install Fiber Distribution Unit + Fiber Switch/Ethernet Switch	LS	1	\$4,500.00	\$4,500.00
51		Furnish and install 6E Pullbox and splice enclosure	EA	3	\$1,800.00	\$5,400.00
52		Furnish and install fiber in existing conduit	LF	1875	\$6.00	\$11,250.00

Placentia

COOPERATIVE AGREEMENT NO. C-3-2084
ATTACHMENT A
KRAEMER BOULEVARD / GLASSELL STREET / GRAND AVENUE - TSSP

53		Furnish and install Central System Graphics	EA	1	\$600.00	\$600.00
54		Furnish and install new controller or field master (M50 or ASC/3)	EA	1	\$4,500.00	\$4,500.00
55	Madison Avenue	Furnish and install Fiber Distribution Unit + Fiber Switch/Ethernet Switch	LS	1	\$4,500.00	\$4,500.00
56		Furnish and install 6E Pullbox and splice enclosure	EA	3	\$1,800.00	\$5,400.00
57		Furnish and install fiber in existing conduit	LF	1450	\$6.00	\$8,700.00
58		Furnish and install Central System Graphics	EA	1	\$600.00	\$600.00
59		Furnish and install CCTV	EA	1	\$12,000.00	\$12,000.00
60	Alta Vista Street	Furnish and install new controller or field master (M50 or ASC/3)	EA	1	\$4,500.00	\$4,500.00
61		Furnish and install Fiber Distribution Unit + Fiber Switch/Ethernet Switch	LS	1	\$4,500.00	\$4,500.00
62		Furnish and install 6E Pullbox and splice enclosure	EA	4	\$1,800.00	\$7,200.00
63		Furnish and install fiber in existing conduit	LF	2050	\$6.00	\$12,300.00
64		Furnish and install Central System Graphics	EA	1	\$600.00	\$600.00
65		Furnish and install CCTV	EA	1	\$12,000.00	\$12,000.00
66	Chapman Avenue (North)	Furnish and install new cabinet with foundation	LS	1	\$25,000.00	\$25,000.00
67		Furnish and install Fiber Distribution Unit + Fiber Switch/Ethernet Switch	LS	1	\$4,500.00	\$4,500.00
68		Furnish and install 6E Pullbox and splice enclosure	EA	2	\$1,800.00	\$3,600.00
69		Furnish and install fiber in new conduit	LF	950	\$35.00	\$33,250.00
70		Furnish and install Central System Graphics	EA	1	\$600.00	\$600.00
71		Furnish and install Fiber Distribution Unit + Fiber Switch/Ethernet Switch	LS	1	\$4,500.00	\$4,500.00
72	Crowther Avenue	Furnish and install 6E Pullbox and splice enclosure	EA	2	\$1,800.00	\$3,600.00
73		Furnish and install fiber in new conduit	LF	1300	\$35.00	\$45,500.00
74		Furnish and install Central System Graphics	EA	1	\$600.00	\$600.00
75		Furnish and install CCTV	EA	1	\$12,000.00	\$12,000.00
76	Orangethorpe Avenue	Furnish and install Video Encoder	EA	1	\$3,000.00	\$3,000.00
77		Furnish and install Fiber Distribution Unit + Fiber Switch/Ethernet Switch	LS	2	\$4,500.00	\$9,000.00
78		Furnish and install Wireless Radio	EA	1	\$4,500.00	\$4,500.00
79	Placentia TMC	Furnish and install Layer 3 Switch	EA	1	\$25,000.00	\$25,000.00
80		Furnish and install Video Server	EA	1	\$15,000.00	\$15,000.00
81		Furnish and install TMC/Central System Improvements	LS	1	\$25,000.00	\$25,000.00
87	Placentia	Furnish and install Central System Graphics	EA	1	\$600.00	\$600.00

COOPERATIVE AGREEMENT NO. C-3-2084
 ATTACHMENT A
 KRAEMER BOULEVARD / GLASSELL STREET / GRAND AVENUE - TSSP

88			LS	1	\$4,500.00	\$4,500.00
88		Furnish and install Fiber Distribution Unit + Fiber Switch/Ethernet Switch	LS	1	\$4,500.00	\$4,500.00
89		Furnish and install fiber in new conduit	LF	1350	\$35.00	\$47,250.00
90	Miraloma Avenue	Furnish and install Central System Graphics	EA	1	\$600.00	\$600.00
91	Coronado Street	Furnish and install Central System Graphics	EA	1	\$600.00	\$600.00
92	Fire Signal	Furnish and install Central System Graphics	EA	1	\$600.00	\$600.00
93	La Palma Avenue	Furnish and install Central System Graphics	EA	1	\$600.00	\$600.00
95		Furnish and install fiber in existing conduit	LF	900	\$6.00	\$5,400.00
96		Furnish and install Central System Graphics	EA	1	\$600.00	\$600.00
97		Furnish and install CCTV	EA	1	\$12,000.00	\$12,000.00
98	Frontera Street	Furnish and install Fiber Distribution Unit + Fiber Switch/Ethernet Switch	LS	2	\$4,500.00	\$9,000.00
99		Furnish and install 6E Pullbox and splice enclosure	EA	2	\$1,800.00	\$3,600.00
100		Furnish and install fiber in new conduit	LF	1200	\$35.00	\$42,000.00
101		Furnish and install Central System Graphics	EA	1	\$600.00	\$600.00
102	Riverdale Avenue	Furnish and install new controller or field master (M50 or ASC/3)	EA	1	\$4,500.00	\$4,500.00
103		Furnish and install EVP	EA	1	\$10,000.00	\$10,000.00
104		Furnish and install ethernet switches	EA	1	\$3,000.00	\$3,000.00
105		Furnish and install Central System Graphics	EA	1	\$600.00	\$600.00
106	Riverbend Parkway / Richland Avenue	Furnish and install new controller or field master (M50 or ASC/3)	EA	1	\$4,500.00	\$4,500.00
107		Furnish and install EVP	EA	1	\$10,000.00	\$10,000.00
108		Furnish and install ethernet switches	EA	1	\$3,000.00	\$3,000.00
109		Furnish and install Central System Graphics	EA	1	\$600.00	\$600.00
110	Lincoln Avenue	Furnish and install EVP	EA	1	\$10,000.00	\$10,000.00
111		Furnish and install ethernet switches	EA	1	\$3,000.00	\$3,000.00
112		Furnish and install Wireless Radio	EA	1	\$4,500.00	\$4,500.00
113		Furnish and install Central System Graphics	EA	1	\$600.00	\$600.00
114		Furnish and install EVP	EA	1	\$10,000.00	\$10,000.00
115	Fletcher Avenue	Extend controller foundation	LS	1	\$8,000.00	\$8,000.00
116		Furnish and install ethernet switches	EA	1	\$3,000.00	\$3,000.00
117		Furnish and install Wireless Radio	EA	1	\$4,500.00	\$4,500.00
118	Meats Avenue	Furnish and install Central System Graphics	EA	1	\$600.00	\$600.00
119		Furnish and install Traffic Cabinet	EA	1	\$20,000.00	\$20,000.00

Orange

COOPERATIVE AGREEMENT NO. C-3-2084
ATTACHMENT A
KRAEMER BOULEVARD / GLASSSELL STREET / GRAND AVENUE - TSSP

120		Furnish and install EVP	EA	1	\$10,000.00	\$10,000.00
121		Extend controller foundation	LS	1	\$8,000.00	\$8,000.00
122		Furnish and install ethernet switches	EA	1	\$3,000.00	\$3,000.00
123		Furnish and install Wireless Radio	EA	1	\$4,500.00	\$4,500.00
124	Grove Avenue	Furnish and install Central System Graphics	EA	1	\$600.00	\$600.00
125		Furnish and install EVP	EA	1	\$10,000.00	\$10,000.00
126		Furnish and install ethernet switches	EA	1	\$3,000.00	\$3,000.00
130	Taft Avenue	Furnish and install Central System Graphics	EA	1	\$600.00	\$600.00
131		Furnish and install EVP	EA	1	\$10,000.00	\$10,000.00
132		Furnish and install ethernet switches	EA	1	\$3,000.00	\$3,000.00
133	Katella Avenue	Furnish and install Central System Graphics	EA	1	\$600.00	\$600.00
134		Furnish and install EVP	EA	1	\$10,000.00	\$10,000.00
135		Furnish and install ethernet switches	EA	1	\$3,000.00	\$3,000.00
136		Furnish and install Wireless Radio	EA	1	\$4,500.00	\$4,500.00
137	Wilson Avenue / Adams Avenue	Furnish and install Central System Graphics	EA	1	\$600.00	\$600.00
138		Furnish and install EVP	EA	1	\$10,000.00	\$10,000.00
139		Furnish and install ethernet switches	EA	1	\$3,000.00	\$3,000.00
140		Furnish and install Wireless Radio	EA	1	\$4,500.00	\$4,500.00
141		Furnish and install Central System Graphics	EA	1	\$600.00	\$600.00
142		Furnish and install Traffic Cabinet	EA	1	\$20,000.00	\$20,000.00
143	Collins Avenue	Furnish and install EVP	EA	1	\$10,000.00	\$10,000.00
144		Extend controller foundation	LS	1	\$8,000.00	\$8,000.00
145		Furnish and install ethernet switches	EA	1	\$3,000.00	\$3,000.00
146		Furnish and install Wireless Radio	EA	1	\$4,500.00	\$4,500.00
147		Furnish and install Central System Graphics	EA	1	\$600.00	\$600.00
148	Walnut Avenue	Furnish and install EVP	EA	1	\$10,000.00	\$10,000.00
149		Furnish and install ethernet switches	EA	1	\$3,000.00	\$3,000.00
150		Furnish and install Wireless Radio	EA	1	\$4,500.00	\$4,500.00
151	Sycamore Avenue / University Drive	Furnish and install Central System Graphics	EA	1	\$600.00	\$600.00
152		Furnish and install EVP	EA	1	\$10,000.00	\$10,000.00
153		Furnish and install ethernet switches	EA	1	\$3,000.00	\$3,000.00

Orange

Item No.	Location	Description	EA	LS	EA	LS	EA	LS	EA	LS	EA	LS
154	Orange	Furnish and install Wireless Radio			EA	1					EA	1
155		Furnish and install Central System Graphics			EA	1					EA	1
156		Furnish and install CCTV			EA	1					EA	1
157		Furnish and install EVP			EA	1					EA	1
158		Furnish and install ethernet switches			EA	1					EA	1
159		Furnish and install Wireless Radio			EA	1					EA	1
160	City of Orange TMC	TMC/Central System Improvements			LS	1				LS	1	
161	Fairhaven Avenue	Furnish and install Central System Graphics			EA	1				EA	1	
162		Furnish and install ethernet extender			EA	2				EA	2	
163		Furnish and install system detector (DLC)			EA	1				EA	1	
164		Furnish and install Bluetooth Travel Time unit			EA	1				EA	1	
165		Furnish and install Central System Graphics			EA	1				EA	1	
166		Furnish and install CCTV			EA	1				EA	1	
167	Santa Clara Avenue	Furnish and install ethernet extender			EA	1				EA	1	
168		Furnish and install system detector (DLC)			EA	1				EA	1	
169		Furnish and install patch panel & fiber splicing or splice kit			LS	1				LS	1	
170		Furnish and install Fiber Distribution Unit + Fiber Switch/Ethernet Switch			LS	1				LS	1	
171	21st Street	Furnish and install Central System Graphics			EA	1				EA	1	
172		Furnish and install ethernet extender			EA	1				EA	1	
173		Furnish and install Advanced Detection Loop w/new conduit			LS	1				LS	1	
174		Furnish and install Central System Graphics			EA	1				EA	1	
175	17th Street	Furnish and install CCTV			EA	1				EA	1	
176		Furnish and install system detector (DLC)			EA	3				EA	3	
177		Furnish and install patch panel & fiber splicing or splice kit			LS	1				LS	1	
178		Furnish and install Fiber Distribution Unit + Fiber Switch/Ethernet Switch			LS	1				LS	1	
179	I-5 Northbound Ramp	Furnish and install Bluetooth Travel Time unit			EA	1				EA	1	
180		Furnish and install fiber in existing conduit			LF	2700				LF	2700	
181		Furnish and install Traffic Cabinet			EA	1				EA	1	
182		Furnish and install ethernet extender			EA	1				EA	1	
183	Santa Ana Boulevard	Furnish and install patch panel & fiber splicing or splice kit			LS	1				LS	1	
184		Furnish and install Video Encoder			EA	1				EA	1	

185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213		
/ I-5 Southbound Ramp		Furnish and install Traffic Cabinet	EA	2	\$15,000.00	\$30,000.00																								
		Furnish and install ethernet extender	EA	2	\$2,000.00	\$4,000.00																								
		Furnish and install patch panel & fiber splicing or splice kit	LS	1	\$2,000.00	\$2,000.00																								
		Furnish and install Fiber Distribution Unit + Fiber Switch/Ethernet Switch	LS	1	\$4,500.00	\$4,500.00																								
		Furnish and install Bluetooth Travel Time unit	EA	1	\$5,000.00	\$5,000.00																								
		Furnish and install Wireless Radio	EA	1	\$4,500.00	\$4,500.00																								
Fruit Street		Furnish and install Central System Graphics	EA	1	\$600.00	\$600.00																								
		Furnish and install ethernet extender	EA	1	\$2,000.00	\$2,000.00																								
OC Register		Furnish and install Central System Graphics	EA	1	\$600.00	\$600.00																								
		Furnish and install ethernet extender	EA	1	\$2,000.00	\$2,000.00																								
4th Street		Furnish and install Central System Graphics	EA	1	\$600.00	\$600.00																								
		Furnish and install ethernet extender	EA	1	\$2,000.00	\$2,000.00																								
1st Street		Furnish and install Wireless Radio	EA	1	\$4,500.00	\$4,500.00																								
		Furnish and install Central System Graphics	EA	1	\$600.00	\$600.00																								
		Furnish and install patch panel & fiber splicing or splice kit	LS	1	\$2,000.00	\$2,000.00																								
		Furnish and install Fiber Distribution Unit + Fiber Switch/Ethernet Switch	LS	1	\$4,500.00	\$4,500.00																								
		Furnish and install Wireless Radio	EA	1	\$4,500.00	\$4,500.00																								
		Furnish and install fiber in existing conduit	LF	1300	\$6.00	\$7,800.00																								
		Furnish and install Central System Graphics	EA	1	\$600.00	\$600.00																								
		Furnish and install CCTV	EA	1	\$12,000.00	\$12,000.00																								
Chestnut Avenue		Furnish and install new cabinet with foundation	LS	1	\$25,000.00	\$25,000.00																								
		Furnish and install ethernet extender	EA	2	\$2,000.00	\$4,000.00																								
		Furnish and install system detector (DLC)	EA	1	\$2,000.00	\$2,000.00																								
		Furnish and install patch panel & fiber splicing or splice kit	LS	1	\$2,000.00	\$2,000.00																								
		Furnish and install Fiber Distribution Unit + Fiber Switch/Ethernet Switch	LS	2	\$4,500.00	\$9,000.00																								
		Furnish and install Central System Graphics	EA	1	\$600.00	\$600.00																								
McFadden Avenue		Furnish and install Video Encoder	EA	1	\$3,000.00	\$3,000.00																								
		Furnish and install new cabinet with foundation	LS	1	\$25,000.00	\$25,000.00																								
		Furnish and install ethernet extender	EA	2	\$2,000.00	\$4,000.00																								

Santa Ana

COOPERATIVE AGREEMENT NO. C-3-2084
 ATTACHMENT A
 KRAEMER BOULEVARD / GLASSELL STREET / GRAND AVENUE - TSSP

214		Furnish and install Fiber Distribution Unit + Fiber Switch/Ethernet Switch	LS	1	\$4,500.00	\$4,500.00	
215		Furnish and install Bluetooth Travel Time unit	EA	1	\$5,000.00	\$5,000.00	
216		Furnish and install Central System Graphics	EA	1	\$600.00	\$600.00	
217	Century High School	Furnish and install new cabinet with foundation	LS	1	\$25,000.00	\$25,000.00	
218		Furnish and install ethernet extender	EA	1	\$2,000.00	\$2,000.00	
219		Furnish and install system detector (DLC)	EA	1	\$2,000.00	\$2,000.00	
220		Furnish and install patch panel & fiber splicing or splice kit	LS	1	\$2,000.00	\$2,000.00	
221		Furnish and install Central System Graphics	EA	1	\$600.00	\$600.00	
222	Edinger Avenue	Furnish and install new cabinet with foundation	LS	1	\$25,000.00	\$25,000.00	
223		Furnish and install ethernet extender	EA	1	\$2,000.00	\$2,000.00	
224	St Andrew Place	Furnish and install Central System Graphics	EA	1	\$600.00	\$600.00	
225		Furnish and install new cabinet with foundation	LS	1	\$25,000.00	\$25,000.00	
226		Furnish and install ethernet extender	EA	1	\$2,000.00	\$2,000.00	
227		Furnish and install patch panel & fiber splicing or splice kit	LS	1	\$2,000.00	\$2,000.00	
228		Furnish and install Central System Graphics	EA	1	\$600.00	\$600.00	
229	St Gertrude Place	Furnish and install ethernet extender	EA	1	\$2,000.00	\$2,000.00	
230		Furnish and install patch panel & fiber splicing or splice kit	LS	1	\$2,000.00	\$2,000.00	
231	Warner Avenue	Furnish and install Central System Graphics	EA	1	\$600.00	\$600.00	
232		Furnish and install Central System Graphics	EA	1	\$600.00	\$600.00	
233	Hotel Terrace Drive / Brookhollow Drive	Furnish and install Video Encoder	EA	1	\$3,000.00	\$3,000.00	
234		Furnish and install ethernet extender	EA	2	\$2,000.00	\$4,000.00	
235		Furnish and install patch panel & fiber splicing or splice kit	LS	1	\$2,000.00	\$2,000.00	
236	SR-55 SB Off-Ramp	Furnish and install ethernet extender	EA	1	\$2,000.00	\$2,000.00	
237	Dyer Road	Furnish and install Central System Graphics	EA	1	\$600.00	\$600.00	
238		Furnish and install Video Encoder	EA	1	\$3,000.00	\$3,000.00	
239		Furnish and install Bluetooth Travel Time unit	EA	1	\$5,000.00	\$5,000.00	
240	Contingency (10%)					\$154,695.00	\$154,695.00

Santa Ana

COOPERATIVE AGREEMENT NO. C-3-2084
 ATTACHMENT A
 KRAEMER BOULEVARD / GLASSELL STREET / GRAND AVENUE - TSSP

241	Construction Management	LS	1	\$168,000.00	\$168,000.00
242	Project Coordination	LS	1	\$88,000.00	\$88,000.00
243	System Integration (10%)	LS	1	\$154,695.00	\$154,695.00
244	Construction Engineering/Design (Placentia: \$48k; Anaheim: \$50k; Brea: \$25k; Orange: \$42k; SA: \$44k)	EA	1	\$209,000.00	\$209,000.00
245	Furnish 24 hour, 7 day automated traffic vehicle counts	EA	15	\$300.00	\$4,500.00
246	Furnish 24 hour, 7 day automated traffic vehicle counts with vehicle classification	EA	10	\$400.00	\$4,000.00
247	Furnish 6 hour turning movement counts (3 peaks periods, 2 hours each) for weekday and weekend days for all corridor intersections per scope of work (including Caltrans-owned intersections)	EA	59	\$600.00	\$35,400.00
248	Project Administration	LS	1	\$44,000.00	\$44,000.00
249	Produce a Before/After Study for the project	EA	59	\$1,000.00	\$59,000.00
250	Develop and implement optimized signal synchronization timing (including Caltrans-owned intersections)	EA	59	\$6,123.05	\$361,260.00
251	Provide ongoing monitoring and maintenance for 2 years immediately following implementation per the scope of work	EA	59	\$3,600.00	\$212,400.00
				Grand Total:	\$ 3,041,900.00

All items are inclusive of all necessary labor and material necessary to make system(s) operational as intended.
 No additional compensation shall be allowed therefore..

**COOPERATIVE AGREEMENT NO. C-3-2084
ATTACHMENT B
KRAEMER BOULEVARD / GLASSELL STREET / GRAND AVENUE - TSSP**

DETAILED LOCAL MATCH COMMITMENT

SECTION 1: AGENCY TOTAL MATCH SUMMARY

Agency	Cash	In-Kind	Total Match
City of Placentia	\$ 159,560.00	\$ 9,749.93	\$ 169,309.93
City of Anaheim	\$ 45,938.00	\$ 21,626.68	\$ 67,564.68
City of Brea	\$ 59,022.14	\$ 0.00	\$ 59,022.14
City of Orange	\$ 132,906.78	\$ 10,340.00	\$ 143,246.78
City of Santa Ana	\$ 88,368.00	\$ 80,868.47	\$ 169,236.47
TOTAL	\$ 485,794.92	\$ 122,585.08	\$ 608,380.00

SECTION 2: MATCH BREAKDOWN (CASH VS IN-KIND SERVICES)

A. Cash Match

Agency	Funding Source	Amount of Cash Contribution
City of Placentia	AB2766	\$ 159,560.00
City of Anaheim		\$ 45,938.00
City of Brea		\$ 59,022.14
City of Orange	M2 Fairshare	\$ 132,906.78
City of Santa Ana	M2 Fairshare	\$ 88,368.00
TOTAL		\$485,794.92

COOPERATIVE AGREEMENT NO. C-3-2084
 ATTACHMENT B
 KRAEMER BOULEVARD / GLASSELL STREET / GRAND AVENUE - TSSP

B. In-Kind Services

i. Specific Improvements (List items and Cost):

Agency	Improvement	Date of Construction	Expenditure
N/A			\$
			\$
			\$
			\$
TOTAL			\$

ii. Staffing Commitment:

Agency	Staff Position	Type of Service to Project	No. of Hours	Fully Burdened Hourly Rate	Total*
City of Placentia	Traffic Engineer	Project Coordination	65	\$140	\$ 9,100
City of Placentia	Sr. Mgmt. Analyst	Project Admin	12.07	\$53.85	\$ 650
Total for City of Placentia:					\$ 9,749.93
Agency	Staff Position	Type of Service to Project	No. of Hours	Fully Burdened Hourly Rate	Total*
City of Anaheim	Principal Traffic Engineer	Coordination/Implementation	38.12	\$121.00	\$ 4,612.68
City of Anaheim	Engineer	Design	100	\$91.14	\$ 9,114.00
City of Anaheim	Engineer	Field Inspection	34.51	\$72.45	\$ 2,500.00
City of Anaheim	Engineer	OMM	59.25	\$91.14	\$ 5,400.00
Total for City of Anaheim:					\$ 21,626.68

**COOPERATIVE AGREEMENT NO. C-3-2084
ATTACHMENT B
KRAEMER BOULEVARD / GLASSELL STREET / GRAND AVENUE - TSSP**

Agency	Staff Position	Type of Service to Project	No. of Hours	Fully Burdened Hourly Rate	Total*
City of Orange	Traffic Engineer	Admin	20	\$121	\$ 2,420.00
City of Orange	Traffic Operations Engineer	Admin/OMM	110	\$72.00	\$ 7,920.00
Total for City of Orange:					\$ 10,340.00
Agency	Staff Position	Type of Service to Project	No. of Hours	Fully Burdened Hourly Rate	Total*
City of Santa Ana	Sr. Civil Engineer	Project Admin/Review	80	\$233	\$ 18,640.00
City of Santa Ana	Assistant Engineer II	Project Design/Implement/Constr. Eng	110	\$213	\$ 23,430.00
City of Santa Ana	Assistant Traffic Oper Engineer	Project Design/Implement/Constr. Eng	110	\$213	\$ 23,430.00
City of Santa Ana	Construction Inspector	Const. Eng	55	\$187	\$ 10,285.00
City of Santa Ana	Engineering Intern	Project Design/Implement/Constr. Eng	123.99	\$41	\$ 5,083.47
Total for City of Santa Ana:					\$ 80,868.47
TOTAL IN-KIND MATCH*:					\$ 122,585.08

**Total amount is the required participation by the identified agency. The number of hours and hourly rate will be based on each agency's actual fully burdened billing rates, which must collectively equal the same value of the assigned "Total" dollars. Each agency will be responsible for keeping detailed records of hours worked and description of work. An accounting record of personnel, hours at fully burdened rate is expected to be included with the final submittal. Records will be subject to auditing.*



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: DECEMBER 17, 2013

SUBJECT: APPROVE AMENDMENT NO. 2 FOR MEMORANDUM OF UNDERSTANDING C-12463 WITH THE ORANGE COUNTY TRANSPORTATION AUTHORITY FOR THE YORBA LINDA BOULEVARD TRAFFIC LIGHT SYNCHRONIZATION PROGRAM PROJECT

FISCAL IMPACT: NONE

SUMMARY:

The Orange County Transportation Authority (OCTA) combined the Signal Improvement Program funds from Measure M with matching funds from Proposition 1B to create the Traffic Light Synchronization Program (TSLP). The City Council approved a Memorandum of Understanding (MOU) with OCTA for the Yorba Linda Boulevard Traffic Light Synchronization Program "TSLP" Project on April 5, 2011. OCTA, under the provisions of the MOU, upgraded traffic controllers, computer software, and other equipment at no costs to the City (valued at approximately \$35,000) to implement the traffic signal timing coordination to improve traffic operation on Yorba Linda Boulevard. This action will approve an Amendment No. 2 for Memorandum of Understanding C-12463 between the cities of Placentia, Fullerton, Yorba Linda, and Anaheim for implementation of the project.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Approve the attached Amendment No. 2 for Memorandum of Understanding C-12463 for Project No. 174-46013 between the City of Placentia, City of Anaheim, City of Fullerton, City of Yorba Linda, and Orange County Transportation Authority for the continuation of the Yorba Linda Boulevard Corridor Project funded as part of the Measure M2 Regional Traffic Signal Synchronization Program (Project P); and
2. Authorize the Mayor to execute the Amendment No. 2 on behalf of the City.

1.g.

December 17, 2013

DISCUSSION:

The Yorba Linda Boulevard Traffic Light Synchronization Program Project included approximately forty-five (45) traffic signals located from Oak Canyon Drive in the City of Anaheim in the east to State College Boulevard in the City of Fullerton in the west. The project included certain hardware and software upgrades to traffic controllers, traffic telecommunications and inter-tie systems, central traffic master controllers and associated systems. OCTA constructed and implemented signal timing for the project. The City is responsible to maintain and repair the signal control equipment, detection systems and equipment located within the City.

The original MOU terminated December 31, 2012. In order to continue services and use resources dedicated to the project through the Traffic Light Synchronization Program, Amendment No. 1 extended the term of the MOU for an additional six (6) months commencing January 1, 2013 and ending June 30, 2013.

Cities continue to utilize resources and monitor the Yorba Linda Boulevard Traffic Light Synchronization Program Project. As a result, Amendment No. 2 extends the term of the MOU for an additional twelve (12) months commencing July 1, 2013 and ending June 30, 2014.

FISCAL IMPACT:

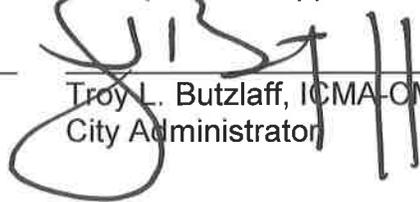
None

Submitted by:



Steve Drinovsky
Director of Public Works

Reviewed and approved:



Troy L. Butzlaff, ICMA-CM
City Administrator

Attachments:

1. Amendment No. 2 To Memorandum Of Understanding C-1-2463
2. Amendment No. 1 To Memorandum Of Understanding C-1-2463
3. Memorandum Of Understanding C-1-2463

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**AMENDMENT NO. 2 TO
MEMORANDUM OF UNDERSTANDING C-1-2463
BY AND BETWEEN
ORANGE COUNTY TRANSPORTATION AUTHORITY
AND THE CITIES OF
ANAHEIM, FULLERTON, PLACENTIA, YORBA LINDA
AND
THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION
FOR
YORBA LINDA BOULEVARD TRAFFIC LIGHT SYNCHRONIZATION PROGRAM PROJECT**

THIS AMENDMENT NO. 2 is made and entered into this ____ day of _____, 2013, by and between the Orange County Transportation Authority ("AUTHORITY"), and the City of Anaheim, the City of Fullerton, the City of Placentia, the City of Yorba Linda, and the State of California Department of Transportation (Caltrans), hereinafter referred to collectively as ("AGENCIES") or individually as ("AGENCY").

WITNESSETH:

WHEREAS, AUTHORITY and AGENCIES entered into Memorandum of Understanding C-1-2463 dated June 15, 2011, ("MOU") and last amended by Amendment No. 1 dated July 24, 2013, to formalize terms and conditions and to establish guidelines and responsibilities between the AUTHORITY and AGENCIES for mutually agreed upon services and use of resources for the development and implementation of the Yorba Linda Boulevard Traffic Light Synchronization Program ("PROJECT"); and

WHEREAS, AUTHORITY desires and AGENCIES agree to extend the term of the MOU for an additional twelve (12) months commencing July1, 2013 and ending June 30, 2014 to continue services and use of resources for the PROJECT, with no increase to the AUTHORITY's maximum cumulative payment obligation;

1 NOW, THEREFORE, it is mutually understood and agreed that MOU C-1-2463 is hereby
2 amended in the following particulars only:

3 Amend ARTICLE 4. MUTUAL RESPONSIBILITIES OF ALL PARTIES, Page 7 of 12, line 9, to
4 delete "June 30, 2013" as the expiration date of the MOU and in lieu thereof insert "June 30, 2014."

5 The balance of MOU C-1-2463 remains unchanged.

6 Upon execution by all parties, this Amendment No. 2 shall be made effective July 1, 2013.

7 IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to MOU C-1-
8 2463 to be executed on the effective date above written.

9 CITY OF ANAHEIM

ORANGE COUNTY TRANSPORTATION AUTHORITY

10 By _____

By _____

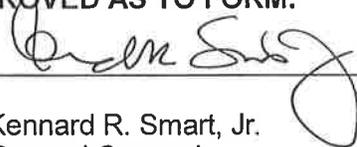
11 Tom Tait
12 Mayor

Meena Katakia
Manager, Capital Projects

13 ATTEST:

APPROVED AS TO FORM:

14 By _____

15 By  _____

16 Linda N. Andal
City Clerk

Kennard R. Smart, Jr.
General Counsel

17 APPROVED AS TO FORM:

18 By _____

19 Bryn M. Morley
20 Deputy City Attorney

21 B

23
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25

1 **IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 2 to MOU C-1-
2 2463 to be executed on the effective date above written.

3 **CITY OF FULLERTON**

4 By _____

5 Bruce Whitaker
6 Mayor

7 **ATTEST:**

8 By _____

9 Lucinda Williams
10 City Clerk

11 **APPROVED AS TO FORM:**

12 By _____

13 Richard D. Jones
14 Deputy City Attorney

1 **IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 2 to MOU C-1-
2 2463 to be executed on the effective date above written.

3 **CITY OF PLACENTIA**

4 By _____

5 Scott Nelson
6 Mayor

7 **ATTEST:**

8 By _____

9 Patrick J. Melia
10 City Clerk

11 **APPROVED AS TO FORM:**

12 By _____

13 Andrew V. Arczynski
14 City Attorney

1 **IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 2 to MOU C-1-
2 2463 to be executed on the effective date above written.

3 **CITY OF YORBA LINDA**

4 By _____

5 Tom Lindsey
6 Mayor

7 **ATTEST:**

8 By _____

9 Marcia Brown
10 City Clerk

11 **APPROVED AS TO FORM:**

12 By _____

13 Todd Litfin
14 City Attorney

1 **IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 2 to MOU C-1-
2 2463 to be executed on the effective date above written.

3 **CALIFORNIA DEPARTMENT OF TRANSPORTATION**

4 By _____
5 James Pinheiro
6 Deputy District Director
7 Maintenance and Operations
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AMENDMENT NO. 1 TO
MEMORANDUM OF UNDERSTANDING C-1-2463

1 NOW, THEREFORE, it is mutually understood and agreed that MOU C-1-2463 is hereby
2 amended in the following particulars only:

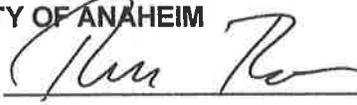
3 Amend **ARTICLE 4. MUTUAL RESPONSIBILITIES OF ALL PARTIES**, Page 7 of 12, line 9, to
4 delete "December 31, 2012" as the expiration date of the MOU and in lieu thereof insert "June 30,
5 2013."

6 The balance of MOU C-1-2463 remains unchanged.

7 Upon execution by all parties, this Amendment No. 1 shall be made effective January 1, 2013.

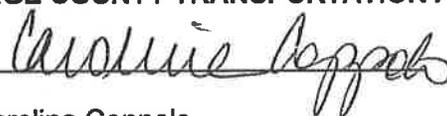
8 **IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 1 to MOU C-1-
9 2463 to be executed on the effective date above written.

10 CITY OF ANAHEIM

11 By 

12 Mayor

ORANGE COUNTY TRANSPORTATION AUTHORITY

11 By 

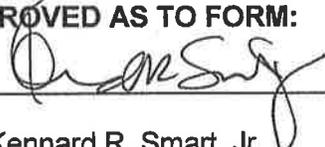
12 Carolina Coppolo
13 Manager, Contracts and Procurement

14 ATTEST:

15 By 

16 Linda Andal
17 City Clerk

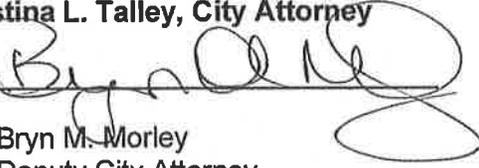
APPROVED AS TO FORM:

15 By 

16 Kennard R. Smart, Jr.
17 General Counsel

18 APPROVED AS TO FORM:

19 Cristina L. Talley, City Attorney

20 By 

21 Bryn M. Morley
22 Deputy City Attorney

1 CITY OF FULLERTON

2 By Sharon Quirk-Silva

3 Sharon Quirk-Silva
4 Mayor

5 ATTEST:

6 By [Signature]

7 Lucinda Williams
8 City Clerk

9 APPROVED AS TO FORM:

10 By [Signature]

11 Richard D. Jones
12 Deputy City Attorney

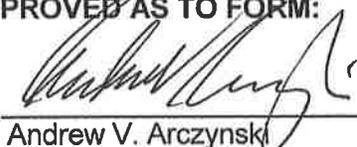
1 CITY OF PLACENTIA

2 By 
3 Jeremy B. Yamaguchi
4 Mayor

5 ATTEST:

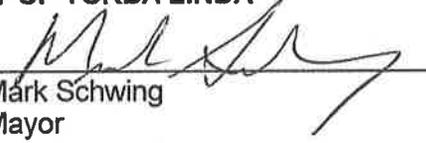
6 By 
7 Patrick J. Melia
8 City Clerk

9 APPROVED AS TO FORM:

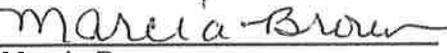
10 By 
11 Andrew V. Arczynski
12 City Attorney
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AMENDMENT NO. 1 TO
MEMORANDUM OF UNDERSTANDING C-1-2463

1 CITY OF YORBA LINDA

2 By 
3 Mark Schwing
4 Mayor

5 ATTEST:

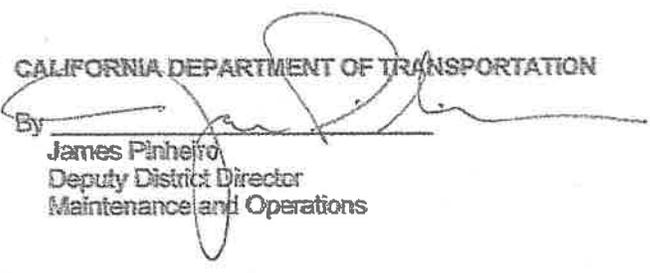
6 By 
7 Marcia Brown
8 City Clerk

9 APPROVED AS TO FORM:

10 By 
11 Todd Litfik
12 City Attorney

AMENDMENT NO. 1 TO
MEMORANDUM OF UNDERSTANDING C-1-2463

1 CALIFORNIA DEPARTMENT OF TRANSPORTATION

2 By 

3 James Pinheiro
4 Deputy District Director
5 Maintenance and Operations
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1 **MEMORANDUM OF UNDERSTANDING C-1-2463**

2 **BY AND BETWEEN**

3 **ORANGE COUNTY TRANSPORTATION AUTHORITY**

4 **AND THE CITIES OF**

5 **ANAHEIM, FULLERTON, PLACENTIA, YORBA LINDA,**

6 **AND**

7 **THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION**

8 **FOR**

9 **YORBA LINDA BOULEVARD TRAFFIC LIGHT SYNCHRONIZATION PROGRAM PROJECT**

10 The following Memorandum of Understanding (hereinafter, "MOU") is effective 15th day
11 of June, 2011 entered by and between the Orange County Transportation Authority (hereinafter,
12 "AUTHORITY"), the City of Anaheim, the City of Fullerton, the City of Placentia, the City of Yorba Linda,
13 and the State of California Department of Transportation (Caltrans) hereinafter jointly referred to as the
14 "AGENCIES" and severally as "AGENCY"; with regard to the following matters:

15 **WHEREAS**, coordinating and synchronizing traffic signals across cities' boundaries is a major
16 component in enhancing countywide traffic flow and reducing congestion; and

17 **WHEREAS**, AUTHORITY has the responsibility to carry out signal coordination and
18 synchronization efforts in Orange County; and

19 **WHEREAS**, AUTHORITY has successfully completed two inter jurisdictional traffic signal
20 synchronization demonstration projects (one located in the northern part of the Orange County and the
21 other located in the southern part of Orange County); and

22 **WHEREAS**, the AUTHORITY has combined the Signal Improvement Program funds from
23 Measure M with equal funds from Proposition 1B to create the Traffic Light Synchronization Program
24 (hereinafter, "TLSP") of ten (10) countywide inter jurisdictional corridors to be synchronized; and

25 **WHEREAS**, the TLSP PROJECTS shall consist of corridors that will span a minimum of two
26 jurisdictions, not require immediate street widening, and have sufficient traffic volumes to show a

**MEMORANDUM OF UNDERSTANDING C-1-2463
YORBA LINDA BOULEVARD
TRAFFIC LIGHT SYNCHRONIZATION PROGRAM**

1 measurable benefit of interagency signal synchronization through cooperative time-based coordination;
2 and

3 **WHEREAS**, AUTHORITY and AGENCIES agree to the implementation of the Yorba Linda
4 Boulevard Traffic Signal Synchronization Project (hereinafter, the "PROJECT") as one of the ten (10)
5 corridors for TLSP signal synchronization PROJECTS for Orange County; and

6 **WHEREAS**, the PROJECT is twelve (12) miles in length and will include approximately
7 forty-five (45) traffic signals located from the Oak Canyon Drive in the City of Anaheim in the east to
8 State College Boulevard in the City of Fullerton in the west, a description of which is attached herein as
9 Attachment B; and

10 **WHEREAS**, the TLSP PROJECT is funded 50 percent by Proposition 1B Traffic Light
11 Synchronization Program and 50 percent by Measure M Signal Improvement Program; and

12 **WHEREAS**, the PROJECT will also include hardware and software upgrades to traffic
13 controllers, traffic telecommunications and inter-tie systems, central traffic master controllers and
14 associated systems, (hereinafter collectively referred to as "Traffic Control Elements"), and these Traffic
15 Control Elements will be constructed and/or installed and implemented as part of the PROJECT as
16 identified in the PROJECT scope of work and as approved by the owning AGENCY; and

17 **WHEREAS**, AUTHORITY agrees to work with AGENCIES to coordinate the inclusion of other
18 Traffic Control Elements to be installed during the construction of the PROJECT that are NOT included
19 in the PROJECT Scope of Work, and that the owning AGENCY will have responsibility for coordinating
20 and funding the installation of those Traffic Control Elements during the course of the PROJECT; and

21 **WHEREAS**, AUTHORITY and AGENCIES acknowledge that other TLSP corridor projects and
22 similar other AUTHORITY sponsored Traffic Signal Timing Synchronization Projects are currently
23 underway or completed which intersect the PROJECT, and that their respective corridor timing
24 operations must be incorporated into the design and completion of the PROJECT; and

25 **WHEREAS**, AUTHORITY and AGENCIES acknowledge their mutual desire to enter into this
26 MOU formalizing the terms and conditions, to establish guidelines and responsibilities between the

**MEMORANDUM OF UNDERSTANDING C-1-2463
YORBA LINDA BOULEVARD
TRAFFIC LIGHT SYNCHRONIZATION PROGRAM**

1 AUTHORITY and AGENCIES, for mutually agreed upon services and use of resources for the
2 development and implementation of the Yorba Linda Boulevard TLSP Project, and;

3 **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and AGENCIES to
4 enter into the following Memorandum of Understanding with respect to the matters as follows:

5 **ARTICLE 1. COMPLETE AGREEMENT:**

6 This MOU, including all exhibits and documents incorporated herein and made applicable by
7 reference, constitutes the complete and exclusive statement of the terms and conditions of the MOU
8 between AUTHORITY and AGENCIES concerning the PROJECT and supersedes all prior
9 representations, understandings and communications between the parties. The above-referenced
10 recitals are true and correct and are incorporated by reference herein. The invalidity in whole or part of
11 any term or condition of this MOU shall not affect the validity of other term(s) or condition(s).

12 **ARTICLE 2. RESPONSIBILITIES OF AUTHORITY:**

13 AUTHORITY agrees to the following responsibilities for PROJECT:

- 14 1. To provide administrative functions for PROJECT and retain oversight of the PROJECT
15 by establishing PROJECT milestones and overseeing the PROJECT development.
- 16 2. To pay 100 percent for all eligible expenses for PROJECT as determined by
17 AUTHORITY.
- 18 3. AUTHORITY shall maintain interface with the AGENCIES and coordinate outreach for
19 the PROJECT.
- 20 4. AUTHORITY shall assist in building consensus among the AGENCIES with respect to
21 the required services for the PROJECT.
- 22 5. The AGENCIES and AUTHORITY agree that PROJECT signal synchronization efforts
23 shall focus on those time periods with intersection and/or system specific operational parameters as
24 specified in the PROJECT scope of work.
- 25 6. AUTHORITY shall collect all data necessary for the analysis and optimization of traffic
26 signal timing specified in the PROJECT Scope of Work (Attachments A through C).

**MEMORANDUM OF UNDERSTANDING C-1-2463
YORBA LINDA BOULEVARD
TRAFFIC LIGHT SYNCHRONIZATION PROGRAM**

1 7. AUTHORITY shall develop new timing plans optimized for signal synchronization while
2 maintaining or minimizing impact to existing crossing arterial timing and operations.

3 8. AUTHORITY shall provide on-site support to implement the timing plans as necessary.
4 Timing plans are subject to each AGENCY'S review and approval.

5 9. AUTHORITY shall provide updated timing plans and all relevant data acquired for the
6 analysis to the AGENCIES upon request.

7 10. AUTHORITY shall endeavor to provide construction items designed, specified, and
8 called by the Project Scope of Work and "Yorba Linda Boulevard TLSP Work by Location", or
9 equivalent (Attachment B); to facilitate coordination and synchronization along PROJECT, including
10 Agency specific operating systems and intersection signal control systems, with the caveat that
11 during the course of construction, better more cost effective methods may be found and/or employed
12 that meet the intent of the required and/or specified operation for the construction items.

13 11. To prepare "before" and "after" studies of the PROJECT conditions. The "before" studies
14 and the "after" studies shall be completed during the time periods when local public schools (K – 12)
15 are in session with completion by end of spring 2012.

16 12. To designate a technical lead person to act as a liaison among the AGENCIES.

17 **ARTICLE 3. RESPONSIBILITIES OF AGENCIES**

18 AGENCIES agree to the following responsibilities for PROJECT:

19 1. To provide AUTHORITY current intersection, local field master, and/or central control
20 system timing plans and related data no later than thirty (30) days subsequent to the execution of
21 this MOU, and updates thereafter, as they occur, within 7 days of the event.

22 2. To provide appropriate Plans, Specifications, and Estimates (PS & E) documentation to
23 the AUTHORITY, or its representative, to utilize in the construction of infrastructure required to
24 implement the desired coordinated and synchronized systems and operations.

25 3. To waive all costs and fees related to any and all AGENCY required encroachment and
26 inspection permits for the construction phase of the PROJECT.

**MEMORANDUM OF UNDERSTANDING C-1-2463
YORBA LINDA BOULEVARD
TRAFFIC LIGHT SYNCHRONIZATION PROGRAM**

1 4. To pay for any items or expense deemed ineligible for PROJECT but requested to be
2 installed or provided to AGENCY in conjunction with or as part of PROJECT.

3 5. To give PROJECT related signal and telecommunications equipment a high maintenance
4 priority during the PROJECT.

5 6. To take reasonable steps to keep signal controls, inter – tie, and detection systems and
6 equipment in proper working order during the PROJECT.

7 7. To fund and provide function to maintain and repair the signal control inter – tie, and
8 detection systems and equipment located within each of their respective jurisdictions.

9 8. To work with AUTHORITY to determine which of the AGENCIES shall provide on-site
10 support for timing plan changes and upgrades to all synchronization systems, components,
11 equipment, and infrastructure systems as specified in the PROJECT scope of work. Each
12 AGENCY's Traffic Engineer or authorized designee (which in some cases may be the AUTHORITY)
13 shall be authorized to make changes or adjustments to the signal timing plans when required.

14 9. To perform the changes required at central or field control locations and/or intersection
15 controller assemblies. When AUTHORITY is required to make such changes, AGENCIES shall
16 provide AUTHORITY access to all necessary equipment.

17 10. To designate a technical lead person to act as a liaison among the AGENCIES

18 **ARTICLE 4. MUTUAL RESPONSIBILITES OF ALL PARTIES:**

19 AUTHORITY and AGENCIES agree to the following mutual responsibilities for PROJECT:

20 1. PROJECT signal synchronization efforts shall focus on those time periods specified in
21 the PROJECT scope of work, and/or as determined through the course of the PROJECT.

22 2. To attend and participate in all joint AGENCIES related PROJECT meetings.

23 3. To cooperate and coordinate with all other AGENCIES, their staff, contractors,
24 consultants, vendors, in providing the services and responsibilities required under this MOU to the
25 extent practicable with respect to the performance of the PROJECT.

26 4. The owning AGENCY shall be responsible for coordinating the construction and/or

**MEMORANDUM OF UNDERSTANDING C-1-2463
YORBA LINDA BOULEVARD
TRAFFIC LIGHT SYNCHRONIZATION PROGRAM**

1 installation of Traffic Control Elements and other items that are not included but by necessity, must
2 be built concurrent, with the PROJECT.

3 5. To work together in good faith, using reasonable efforts to resolve any unforeseen issues
4 and disputes arising out of the performance of this MOU.

5 6. This MOU may only be modified or amended upon written mutual consent of all agencies.
6 All modifications, amendments, changes and revisions of this MOU in whole or part, and from time
7 to time, shall be binding upon the parties, so long as the same shall be in writing and executed by
8 the AUTHORITY and the AGENCIES.

9 7. Counterparts of MOU: This MOU may be executed and delivered in any number of
10 counterparts, each of which, when executed and delivered shall be deemed an original and all of
11 which together shall constitute the same MOU. Facsimile signatures will be permitted.

12 8. This MOU shall be governed by all applicable federal, state and local laws. The
13 AUTHORITY and AGENCIES warrant that in the performance of this MOU, each shall comply with
14 all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and
15 regulations promulgated there under.

16 9. Each AGENCY agrees to defend, indemnify and hold harmless the other AGENCIES,
17 their Officers, agents, elected officials, and employees, from all liability, claims, losses and demands,
18 including defense costs and reasonable attorneys' fees, whether resulting from court action or
19 otherwise, arising out of the acts or omissions of the defending AGENCY, its officers, agents, or
20 employees, in the performance of this MOU. When acts or omissions of one AGENCY are directed
21 by another AGENCY, the AGENCY directing the acts or omissions shall owe this defense and
22 indemnity obligation to the AGENCY following the directions. The provisions of this paragraph 8
23 shall survive termination of this MOU.

24 10. Each AGENCY shall be excused from performing its obligations under this MOU during
25 the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its
26 control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of

**MEMORANDUM OF UNDERSTANDING C-1-2463
YORBA LINDA BOULEVARD
TRAFFIC LIGHT SYNCHRONIZATION PROGRAM**

1 material, products, plants or facilities by federal, state or local government; national fuel shortage; or
2 a material act or omission by any other agency; when satisfactory evidence of such cause is
3 presented to the other AGENCIES, and provided further such nonperformance is unforeseeable,
4 beyond the control and is not due to the fault or negligence of the AGENCY not performing.

5 11. Any notice sent by first class mail, postage paid, to the address and addressee, shall be
6 deemed to have been given when in the ordinary course it would be delivered. The representatives
7 of the agencies who are primarily responsible for the administration of this MOU, and to whom
8 notices, demands and communications shall be given are as detailed in Attachment C.

9 12. This MOU shall continue in full force and effect through December 31, 2012, unless
10 terminated earlier, or extended, by mutual consent by AUTHORITY and AGENCY. AUTHORITY and
11 AGENCIES may elect to extend the term of this MOU for an additional six (6) months commencing
12 January 1, 2013 and ending June 30, 2013.

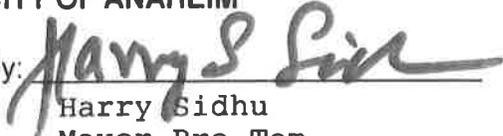
13 13. The term of this MOU may only be extended upon mutual written agreement by all
14 AGENCIES.

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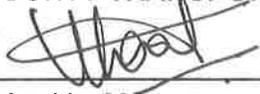
MEMORANDUM OF UNDERSTANDING C-1-2463
YORBA LINDA BOULEVARD AVENUE
TRAFFIC LIGHT SYNCHRONIZATION PROGRAM

1 **IN WITNESS WHEREOF**, the AGENCIES hereto have caused this MOU No. C-1-2463
2 to be executed on the date first above written.

3 **CITY OF ANAHEIM**

4 By: 
5 Harry Sidhu
6 Mayor Pro Tem

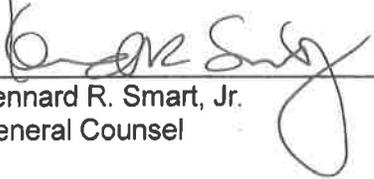
ORANGE COUNTY TRANSPORTATION AUTHORITY

By: 
Meena Katakia, Manager
Capital Projects

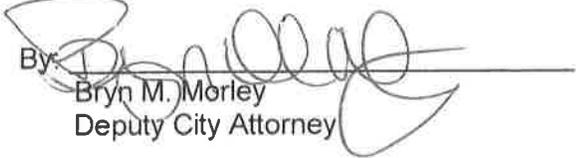
6 **ATTEST:**

7 By: 
8 Linda Andal
9 City Clerk

APPROVED AS TO FORM:

By: 
Kennard R. Smart, Jr.
General Counsel

9 **APPROVED AS TO FORM:**
10 **CRISTINA L. TALLEY, CITY ATTORNEY**

11 By: 
12 Bryn M. Morley
13 Deputy City Attorney

25
26


MEMORANDUM OF UNDERSTANDING C-1-2463
YORBA LINDA BOULEVARD
TRAFFIC LIGHT SYNCHRONIZATION PROGRAM

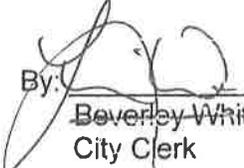
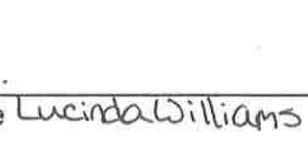
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1 **IN WITNESS WHEREOF**, the AGENCIES hereto have caused this MOU No. C-1-2463
2 to be executed on the date first above written.

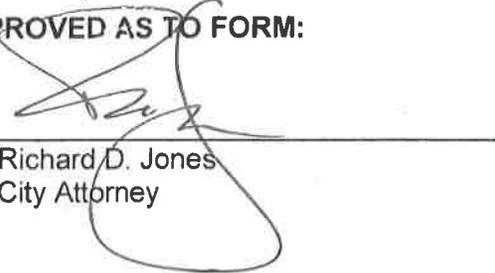
3
4 **CITY OF FULLERTON**

5 By: 
6 F. Richard Jones
7 Mayor

8 **ATTEST:**

9 By:  
10 Beverley White Lucinda Williams
11 City Clerk

12 **APPROVED AS TO FORM:**

13 By: 
14 Richard D. Jones
15 City Attorney

MEMORANDUM OF UNDERSTANDING C-1-2463
YORBA LINDA BOULEVARD
TRAFFIC LIGHT SYNCHRONIZATION PROGRAM

1 **IN WITNESS WHEREOF**, the AGENCIES hereto have caused this MOU No. C-1-2463
2 to be executed on the date first above written.

3
4 **CITY OF PLACENTIA**

5 By: _____
6 Scott Nelson
7 Mayor

8 **ATTEST:**

9 By: _____
10 Patrick J. Melia
11 City Clerk

12 **APPROVED AS TO FORM:**

13 By: _____
14 Andrew V. Arczynski
15 City Attorney

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MEMORANDUM OF UNDERSTANDING C-1-2463
YORBA LINDA BOULEVARD AVENUE
TRAFFIC LIGHT SYNCHRONIZATION PROGRAM

1 **IN WITNESS WHEREOF**, the AGENCIES hereto have caused this MOU No. C-1-2463
2 to be executed on the date first above written.

3
4 **CITY OF YORBA LINDA**

5 By: *Nancy Rikel*
6 Nancy Rikel
7 Mayor

8 **ATTEST:**

9 By: *Marcia Brown*
10 Marcia Brown
11 City Clerk

12 **APPROVED AS TO FORM:**

13 By: *Todd Litfin*
14 Todd Litfin
15 City Attorney
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MEMORANDUM OF UNDERSTANDING C-1-2463
YORBA LINDA BOULEVARD AVENUE
TRAFFIC LIGHT SYNCHRONIZATION PROGRAM

1 **IN WITNESS WHEREOF**, the AGENCIES hereto have caused this MOU No. C-1-2463
2 to be executed on the date first above written.

3 **CALIFORNIA DEPARTMENT OF TRANSPORTATION**

4
5 By: _____

6 James Pinheiro
7 Deputy District Director
8 Operations and Maintenance



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**SCOPE OF WORK
YORBA LINDA BOULEVARD
TRAFFIC LIGHT SYNCHRONIZATION PROGRAM
PROJECT**

The Orange County Transportation Authority (Authority or OCTA) desires to provide all required construction to improve and enhance signal timing and synchronization services and operations for all signalized intersections on the Yorba Linda Boulevard Traffic Light Synchronization Program (TLSP) Project. This 15 mile stretch of Yorba Linda Boulevard TLSP Project includes fifty eight (58) signalized intersections and includes six (6) Orange county cities, and Caltrans. The street was selected by the local cities to be a preferred corridor for conducting a TLSP project for expanded, interjurisdictional signal coordination.

The Yorba Linda Boulevard TLSP Project passes through the cities of Anaheim, Cypress, Garden Grove, Los Alamitos, Orange, Stanton, and Caltrans. Signals along the corridor are controlled by the cities, and by the California Department of Transportation (Caltrans). The agencies along the corridor utilize several different types of controllers, including Type 170 C8, Type 2070, NEMA TS - 1, 2 by Econolite, Traconex, CSC, 2070/ACTRA and Multisonics 820 controllers, and other miscellaneous types.

The main goals and objective of this project is for a qualified Traffic Engineering Consultant (Consultant) to perform:

- An operations and timing analysis to develop and implement optimized traffic signal synchronization timing, including the development and implementation of timing plans at all signalized intersections
- Consultant shall determine and make recommendations for, all traffic signal equipment and infrastructure related solely to improve and/or enhance synchronization.
- Upon approval by the owning agency and OCTA, Consultant shall procure, furnish and install all approved infrastructure improvements for The Yorba Linda Boulevard TLSP Project.

The implementation of the new optimized timing and infrastructure improvements will provide signal synchronization timing for prevailing traffic patterns, maximize the number of intersections traversed on a green indication vs. those stop by a red indication, reduce stops, decrease travel times, reduce overall delay, and reduce emissions and Green House Gases (GHG), and provide a continuing foundation for interjurisdictional cooperation in coordination of interactive but autonomous local agency traffic signal systems.

**AGREEMENT NO. C-1-2463
YORBA LINDA BOULEVARD TLSP
ATTACHMENT A**

The following specific tasks are required to be performed in the course of providing service for the traffic signal coordination project. Tasks are listed in sequential order for clarity. However, some tasks may run concurrently or commence prior to the order listed.

Task 1: Project Management

Task 1: Project Management is ongoing throughout the duration of the project. This task includes day-to-day project management including meetings, progress reports, tracking of schedules, invoicing, and overall administration of the project. The project management team, comprised of Authority personnel, and the On – Call TLSP Traffic Engineering Consultant (Consultant), acts as an extension of the Authority staff and will act in that capacity at meetings with the respective corridor agencies. The following list is a minimum of what is required of this task:

1. Consultant shall prepare a detailed Project Management Plan (PMP) that includes budget and schedule estimates for all of the tasks described in the Scope of Work, providing specific project milestones for review and approval by the Orange County Transportation Authority (Authority) Project Manager (APM) or designated representative. These items shall be detailed and include expected meetings, activities (by work task, whether performed by Consultant team or by others), start dates, activity durations, product submittal dates, relationships among work tasks (including critical path items), and a detailed flow chart for the project tasks, and float time. Consultant shall finalize the report based on comments received from the project sponsor, other involved agencies, and APM and/or Authority staff.
2. Consultant shall lead a two (2) stage Project Kick-Off Meeting with the APM and agencies staff.
 - a. The first stage will be to kick-off the project with the APM; establish communication channels and protocols discuss the scope of work, schedule, and budget; gather available information; and obtain a thorough understanding of the goals for the project. Specific topics to discuss include data collection needs, specific Synchro/Sim Traffic version 7.0 and Tru – Traffic version 9.0+ modeling needs, specific construction items and procurement methodologies, and schedule.
 - b. The second stage of the meeting will be with the Consultant, APM, and agency representatives that have signalized intersections along the Yorba

**AGREEMENT NO. C-1-2463
YORBA LINDA BOULEVARD TLSP
ATTACHMENT A**

Linda Boulevard TLSP Project. Data collection needs and requirements shall be outlined to the involved agencies. Consultant shall notify each agency of the type of work, and when the work is to be performed within that agency. Consultant shall notify each participating Agency any and all documents that need to be produced pertaining to the construction of the facilities and the coordination, including but not limited to: as-built drawings, new Plans, Specifications and Estimates for new construction to be built as part of this project (PS&E), Intersection Timing Charts, Existing Synchro Models, Aerial photos, ADT and TMC data, etc. The APM may assist in this endeavor to facilitate time constraints.

3. Consultant shall lead project meetings as directed by the Authority to include the Consultant staff, APM, and other project related participants. The purpose of these meetings will be to ensure that proper input is being received by Consultant and the Authority and that it is included in the work effort.
 - a. Consultant shall prepare agendas, provide status updates, discuss the progress and direction of the work, and provide notes of these meetings as directed by the Authority to all participants. These meetings will also serve to provide feedback between the project development team and Consultant regarding specific issues of the effort, including facilitating the development of measures of effectiveness, construction alternatives and mitigations, and as specified in later tasks.
4. Consultant shall attend and be an active presenter at the Authority-led Intelligent Transportation Systems (ITS) Roundtable, updating the group on the effort, its status, and other items as determined by Authority staff. The ITS Roundtable is a semi – annual forum envisioned to further communication and information exchange between the Authority and the local agencies regarding signal coordination and ITS.
5. Consultant shall attend and present at four (4) Board/Committee meetings to summarize the findings. Consultant shall attend and present at other agency committee meetings, and intergovernmental meetings as directed by the Authority. The purpose of these meetings may be to inform attendees about the project, signal synchronization in general, the Yorba Linda Boulevard TLSP Project potential strategies, and other relevant information.
 - a. At a minimum, a total of 10 monthly project team meetings, 2 Board, 2 committee, and 6 project team and other meetings shall be used for scheduling and budgeting purposes.

**AGREEMENT NO. C-1-2463
YORBA LINDA BOULEVARD TLSP
ATTACHMENT A**

Deliverables – Task 1:

1. Lead a 2 Stage Project Kick-off Meeting and prepare agenda and meeting materials.
2. Detailed Project Management Plan.
3. Attend Monthly project team meetings and prepare meeting materials, including agenda, action items, graphics, presentation aides, and notes.
4. Monthly progress reports (electronic master and two copies) including status of the work effort and updated schedule. Draft and Final Project Reports.
5. Electronic versions of all data files as directed by Authority.
6. Graphics and presentation aides required for all meetings.
7. All documents provided in electronic form should be of currently used OCTA MS Word 2007 format.
8. All electronic data produced for this project shall be provided on CD-R.

Task 2: Data Collection

Consultant shall collect the following data necessary to thoroughly understand existing traffic conditions in the study area and be able to develop optimal time-of-day traffic signal coordination plans, if applicable.

1. From the involved agencies and or Authority, Consultant shall collect existing timing charts/sheets, existing coordination plans, traffic as-built drawings, aerial photos, maps, traffic collision data as available, and collision diagrams for the study intersections, if available. Consultant shall also collect any off the shelf plans (PS & E) for construction of any and all traffic signal coordination/synchronization related plans, specifications and estimates for the corridor. Consultant, if requested by the involved agency, will provide their own staff to review available records/plans and request copies of needed records/plans with a minimum of disruption to the involved agency.
2. From the involved agencies, Consultant shall collect signal timing and signal priority preferences, including, but not limited to, those related to pedestrian and bicycle timing, phase sequence modifications and preferences, and special operations such as conditional service, coordination preferred phase re – service, and ring – barrier logic, as well as the timing optimization software preference.
3. Consultant shall conduct seven-day 24-hour machine counts along each 1 mile segment of Yorba Linda Boulevard TLSP Project. Additionally, Consultant will collect 24-hour vehicle classification counts using a machine at four (4) locations on

**AGREEMENT NO. C-1-2463
YORBA LINDA BOULEVARD TLSP
ATTACHMENT A**

Yorba Linda Boulevard TLSP Project to determine heavy vehicle (truck) percentage information. Data obtained from Saturday and Sunday counts will determine the necessity of weekend signal timing.

4. Consultant shall conduct weekday and weekend peak period turning movement counts (TMC) at each of the fifty eight (58) project signalized intersections, including pedestrian and bicycle counts. No other types of TMC classification shall be necessary. Weekday counts shall be conducted for two hours of each peak period (AM, mid-day, and PM). If needed, after analyzing the seven-day 24-hour machine counts, weekend counts shall be conducted at each of the 58 project signalized intersections for a single two hour Saturday mid-day peak period. For intersections with more than 2 through lanes in any of the approaches, a minimum of 2 people per intersection is required.
5. All counts shall be summarized in MS Excel 2007 format. Copies of the raw data count sheets will be provided to each involved agency.

Deliverables – Task 2:

1. Report summarizing data collection effort, including intersection turning counts, traffic collision analysis, current traffic signal timing patterns, and drawings of intersection features.
2. Electronic versions of all data files.

Task 3: Field Review

1. Consultant shall review the geometric layout, existing traffic signal equipment and signal synchronization related infrastructure, and identify any deficiencies for each intersection and along the whole corridor. The review shall include an assessment of the existing intersection geometry, traffic conditions, and traffic signal control equipment and telemetry/interconnect facilities along the corridor and of each intersection using observation, available as-built plans, consultation with the local agencies, and agency aerial photos. Consultant will use a standard field form developed by Consultant for this review that accounts for each piece of intersection data required. With permission of the local agencies, Consultant will inspect the interior of each traffic control cabinet, inspect the telemetry systems and determine their respective condition and make recommendations for equipment upgrades. Consultant is advised that certain infrastructure and equipment upgrades have been identified previously by the agencies and reviewed by the APM and shall be a requirement of this project. These items are identified subsequently within this document.

**AGREEMENT NO. C-1-2463
YORBA LINDA BOULEVARD TLSP
ATTACHMENT A**

2. Consultant shall also include an identification of all planned and programmed improvements widening projects, intersection improvements, etc.) on the study corridor. The identification of these projects should be at minimum a list summarizing all improvements.

3. Key components of the corridor review shall include, at minimum, the following:
 - Corridor lane configurations and lane widths
 - Existing street and lane geometries, curbs, and medians.
 - Upcoming improvements to the corridor;
 - Traffic signs and pavement markings at intersections along Yorba Linda Boulevard TLSP Project and cross streets
 - Traffic signal control device information, such as type of device, brand and make, condition of equipment.
 - Existing signal operation characteristics – signal phasing, cycle lengths, phase sequence alteration, and protective-permissive, etc.,
 - Existing controller and telemetry/interconnect equipment;
 - Existing time-referencing setup;
 - Existing Central Master Equipment
 - Existing Field Master Equipment
 - open each controller cabinet and take digital photos of all equipment inside
 - Note any deficiencies of traffic control equipment at each intersection
 - Note the maintenance condition or existence of the traffic signal equipment, controllers; and synchronization related infrastructure

Consultant shall also investigate factors that are expected to affect signal progression including, but not limited to: intersections with high pedestrian or bicyclist volumes; over-saturated intersections; uneven lane distribution; high volumes of trucks and buses; high-volume un-signalized intersections, including interchanges; parking maneuvers; presence and location of bus stops; differing signal timing patterns among agencies; etc.

With the view of assisting, enhancing, and improving the traffic operations along this corridor, Consultant shall identify any deficiencies of the existing traffic signal control and telemetry infrastructure, and geometric layout, and provide recommendations towards simple solutions that may be implemented to correct such deficiencies.

Consultant shall prepare a report summarizing the findings of the field review.

Deliverables – Task 3:

1. Report documenting:
 - a. the field review
 - b. recommended mitigations to perceived problems
2. Electronic versions of the report and all data files

Task 4: Yorba Linda Boulevard TLSP Project 'Before' Study

Consultant shall conduct a 'Before' field study report representative of the times and days for which synchronization plans will be developed. The report shall identify Measures of Effectiveness (MOE) to evaluate the effects of the synchronization plans. MOE's will likely include traffic flow, travel time, average speed, number of stops, fuel consumption reduction, pollution reduction, and other pertinent items. As an option, the Consultant may include additional MOE's that are not usually identified but may be relevant to proving corridor improvements. The Consultant shall identify these additional MOE's and the methodology used to quantify them. The identified MOE's shall be compiled for the corridor using the floating car method and from Synchro 7.0. Between three (3) to five (5) runs will be completed in each direction for each of the three weekday timing plans (a.m., midday, and p.m.), and three (3) to five (5) runs will be completed in each direction during the Saturday midday plan. Number of runs shall be consistent for both directions and time periods. Consultant shall notify and receive approval from APM on number of runs to be accomplished.

Project travel-time data will be collected using the floating car method, a laptop computer, a GPS receiver unit, and JAMAR PC Travel or Tru Traffic v 9.0 or greater.

The report shall address likely optimization strategies for signal synchronization, specifically focusing on how to consider Yorba Linda Boulevard TLSP Project optimization: end – to – end vs. coordinated zones. Ideally, the analysis should include the floating car data and data collected as part of Task 2. However draft versions of the report can include previously collected traffic, travel time, or other data, if considered relevant and available. The evaluation report shall provide a very good understanding of traffic patterns on Yorba Linda Boulevard TLSP Project throughout the weekdays and throughout the weekend.

The Consultant shall perform due diligence with regard to existing and proposed timing operations on arterials that intersect with the Yorba Linda Boulevard TLSP Project.

Consultant shall prepare a memorandum and present the findings to the Authority

**AGREEMENT NO. C-1-2463
YORBA LINDA BOULEVARD TLSP
ATTACHMENT A**

outlining the findings of the 'Before' field study. The Authority may request a presentation on the traffic patterns on Yorba Linda Boulevard TLSP Project and possible synchronization strategies to address the traffic patterns (optimizing the fill corridor versus optimizing segments identified with natural traffic breaks) to provide direction on the preferred signal timing strategy. Any requested presentation shall include as much of the turning movement, 24-hour machine counts, travel time, earlier city counts, etc. as available. Consultant shall finalize the memorandum based on comments received from the Authority Project Manager and other involved agencies and after incorporating the full set of data collected by Consultant as part of Task 2.

Deliverables – Task 4:

1. A memorandum documenting the results of the 'Before', to be distributed to the APM and agencies as a discussion item. More detailed analysis of project results shall be included in Task 8: Project Report.
2. Electronic versions of all data files and memorandum.

Task 5: Signal Timing Optimization and Implementation

Consultant shall work with the APM and agencies to develop a model of the study area and calibrate the model based on field observations of existing conditions. Signal synchronization optimization shall be conducted in Synchro 7.0. The corridor model must be consistent with all aspects and seamlessly interface and interlace with the County Wide Synchro Network as administered by the GIS/ROADS database. The Yorba Linda Boulevard TLSP Project Synchro 7.0 model and shall be easily imported and or exported from that database. Node or intersection numbering scheme must remain consistent with ROADS. Any modifications, additions, or removal of intersections or roadway segments (nodes or links) must be approved by Authority Section Manager – Development/GIS, Planning and Analysis and the APM. Consultant shall calibrate the model based on travel time, delay studies, field observations of queue lengths, and saturation flows for heavy movements at key intersections. At the discretion of the Consultant, TS/PP – Draft Software version 7.0 or latest release may be used, subsequent to initial optimization, to augment and enhance green band throughput (offset, splits, phase rotation); and, to incorporate specific off band coordinated traffic platoons into the corridor operation as required by data analysis and field observations.

Consultant shall evaluate signal timing and coordination parameters with consideration for the following:

**AGREEMENT NO. C-1-2463
YORBA LINDA BOULEVARD TLSP
ATTACHMENT A**

- Optimize coordination timing using:
 - Modified Phase Sequence Rotation
 - Overlap or display output phase transfer techniques to reservice phases with capacity problems (Ring – Barrier Logic)
 - Protected/Permissive operations
 - Phasing will be lead/lead only; or,
 - Flashing Yellow Arrow technique may be employed for lead/lag if controlling/owner agency permits its use
 - Harmonic cycling
 - other innovative techniques

- Consultant will measure the saturation flow rates at key project intersections during one peak hour where the overall intersection volume-to-capacity ratio is greater than or equal to 0.8 as a calibration for the Synchro model

- Timing parameters which provide adequate splits and corresponding offsets which fully accommodate pedestrians within the split time. Consultant shall take into consideration the pedestrian timing parameters used by the local agency on a case by case basis. Pedestrian Intervals shall be examined and retimed to current adopted standards by each respective agency. Consultant should note that proposed new timing standards now being analyzed by FHWA for the upcoming revisions to the MUTCD have not been approved nor adopted at any legislative level.

- Timing parameters which incorporate minimal pedestrian activity to provide the optimum vehicle split and offset timing and accommodate pedestrians using various pedestrian timing adjustment techniques for pedestrian splits during coordination

- Appropriate cycle lengths consistent with the goals of this effort. Additionally, Consultant shall recommend time-of-day start and stop intervals for the various timing plans based on the identified peaks from the 24-hour machine counts, and field observation

- Consultant shall prepare, at minimum, a total of three (3) timing plans for a typical weekday which consider the following peak periods: AM PEAK, MID-DAY PEAK, PM PEAK and one (1) timing plan for a typical Saturday for a MID-DAY PEAK. Timing plans should be in both Synchro format and the preferred timing chart format of each local agency.

Consultant shall develop an operational model within SimTraffic. The operational

**AGREEMENT NO. C-1-2463
YORBA LINDA BOULEVARD TLSP
ATTACHMENT A**

analysis will be used to micro – simulate and analyze specific roadway segments with queuing, spill back, starvation, storage blocking, and other queuing interactions, and to analyze and mitigate the conditions discovered by Consultant and/or APM and agencies in field reviews.

Consultant shall develop optimized signal timings using the results from Synchro 7.0, SimTraffic, and TS/PP – Draft 7.0 or latest released version and recommend any changes to the signal phasing at each signalized intersection that may improve the efficiency of operations. Output of the modeling software shall not be utilized without proper QA/QC. Engineering judgment shall be utilized to determine final operational parameters. The recommended signal timing plans shall be reviewed by the APM and local agency staff.

Upon approval of the optimized signal timings by the Authority, Caltrans, the County (if part of the corridor MOU), and the cities, the Consultant shall implement, or assist local agencies staff in the implementation of new signal timings either through the central traffic signal system (if available) or direct implementation intersection controller units. Consultant shall use existing traffic signal interconnection systems, where they exist, and, as a result of the inter-jurisdictional nature of the project, shall implement time-based signal coordination techniques across signals controlled by different agencies.

As the project will be using time-based signal coordination, the Consultant shall evaluate the current time-referencing of all traffic signal controllers and recommend a corridor-wide strategy (such as WWV or GPS clocks) to ensure that all traffic signal controllers are on synchronized time clocks. Consultant shall verify that all Central Master or Local Field Master, and/or Local Controller unit clocks are:

- operating properly and are synchronized;
- that all clocks are referencing a common reset time;
- and that all clocks are referencing a common time of day for start of cycle length calculation (i.e. 12:00AM – Midnight)

Consultant shall fine-tune, or assist local agency staff in the fine-tuning of, the new settings and timings. Consultant shall fine-tune timings in the field and record all changes. Fine-tuning shall be conducted during times and days that are representative of the times and days for which coordination plans were developed.

Consultant shall utilize Tru – Traffic Version 9.0 or later software on a laptop with appropriate GPS device and use the floating car method utilized in the Yorba Linda Boulevard TLSP Project “Before” Study to fine tune the corridor operation and verify integrity of system intersection clocks. Synchronized Video shall be used to compare

**AGREEMENT NO. C-1-2463
YORBA LINDA BOULEVARD TLSP
ATTACHMENT A**

actual conditions to anticipated conditions dictated by the TS/PP Draft time space diagram so that any anomalies may be corrected prior to "After" Study tasks.

Consultant shall prepare a memorandum detailing the signal timing optimization and implementation, including detail on the time-referencing system and SimTraffic results. Consultant shall finalize the memorandum based on comments received from the project sponsor, other involved agencies, and the Authority Project Manager.

Deliverables:

1. All optimized and synchronized traffic signal timing plans, including existing corridor conditions and improved corridor conditions.
2. Field implementation of optimized traffic signal plans for existing corridor conditions, including all required fine tuning.
3. Evaluation, recommendation, and installation of a time-referencing system.
4. Electronic Synchro 7.0 data files used in analysis.
5. Electronic SimTraffic data files used in analysis.
6. Electronic Tru Traffic v 9.0 data files with video used in analysis.
7. Electronic versions of all other data files and memorandums.
8. Memorandum documenting the signal timing optimization and implementation.

Task 6: Yorba Linda Boulevard TLSP Project 'After' Study

The Consultant shall conduct an 'After' field study representative of the times and days for which synchronization plans will be developed. The 'After' study must be conducted in the same manner and contain the same MOE's as the 'Before' study in order to evaluate the improvements of the synchronization plans. MOE's should be compiled for the optimized corridor using the floating car method output in Tru Traffic and then from Synchro 7.0. Three (3) to five (5) runs will be completed in each direction for each of the three weekday timing plans (a.m., midday, and p.m.), and three (3) to five (5) runs will be completed in each direction during the Saturday midday plan.

Project travel-time data will be collected using the floating car method, a laptop computer, a GPS receiver unit, and the methodologies and software to match the before study, exactly.

Consultant shall prepare a memorandum comparing the results of the 'Before' and 'After' field study with reference to the specific MOE's and present the findings to the Board. Consultant shall finalize the memorandum based on comments received from the OCTA Project Manager and other involved agencies.

Deliverables:

**AGREEMENT NO. C-1-2463
YORBA LINDA BOULEVARD TLSP
ATTACHMENT A**

1. Memorandum comparing the results of the 'Before' and 'After' studies, to be distributed to OCTA Board as an item. More detailed analysis of project results to be included in Task 6: project report.
2. Presentation to the Board of the 'Before' and 'After' study comparison.
3. Electronic versions of all data files and memorandum.

Task 7: Synchronization System Construction – Agency Specific

General:

Consultant shall coordinate with each agency of the Yorba Linda Boulevard TLSP Project to assess special construction requirements, needs and desires, previously unforeseen or unknown necessary to complete the project. This may include:

1. GPS time clocks at Central, Field Master, and Local Intersection Controller Assemblies;
2. The replacement and/or modifications to intersection controller assemblies and/or units;
3. Modifications or upgrades from closed loop system to central system hardware, firmware, and software,
4. Modifications, additions; or repair of missing or damaged signal synchronization infrastructure and other assets to be determined. Listed below is a matrix for each agency as to what is currently deemed to be constructed:

Task 8: Project Report

Consultant shall prepare a Final Timings and Evaluation Technical Report with an executive summary. The report shall provide complete documentation of the project, including, but not limited to, project objectives, project locations, project scope, findings, recommendations, implementation schedule, improvements accomplished, and procedures for continuing maintenance, surveillance, and evaluation of the coordinated signal system, work performed, data collected: 'before' and 'after' studies and project benefits achieved in terms of fuel savings, travel timing, travel time, and other measurable parameters. The report shall document all planned and programmed improvements on the study corridor as well as recommendations for further infrastructure improvements that would likely improve the corridor signal coordination project results. Consultant shall present the final report and results of the project to the Board and city councils as required.

The report shall include for each intersection the lane configurations; signal phasing,

**AGREEMENT NO. C-1-2463
YORBA LINDA BOULEVARD TLSP
ATTACHMENT A**

turning movement data, and cycle lengths for existing and proposed timings for all peak periods. In addition, in a separate binder, all the traffic signal phase sequences, signal timing plans, and pedestrian timings shall be documented. Finally, the report shall provide recommendations with cost and benefit estimates for future improvements to traffic signal infrastructure (signal controllers, vehicle detection, communications, etc.), intersection capacity (appropriate signal phasing, lane geometrics, and alleviation of physical bottlenecks that curtail arterial capacity), and traffic management strategies. These proposed improvements are beyond the scope of this demonstration project but should be useful in determining future enhancements to the corridor.

Deliverables:

1. Draft and final Yorba Linda Boulevard TLSP Project Signal Synchronization Project Report (one electronic master and 15 hardcopies) and Presentations.

Task 9: Continuing Signal Timing Support

Consultant will provide "on-call" signal timing support services for a period of nine (9) months following the implementation and fine – tuning of the final signal timing plans, Task 5, to address any future adjustments that may be needed during this period.

During this 9-month period Consultant will be prepared to review any project intersection requested by the OCTA or any AGENCY within (24) hours of written notice, including observing and fine-tuning the signal timing.

Consultant will drive the length of the project arterial during all designated corridor synchronization timing plan hours of operation on a monthly basis in order to verify that the synchronization timing is working as designed, and complete any necessary adjustments. Monthly driving times will consist of a full 12-hour weekday and a 4-hour Saturday. Consultant shall notify APM 24 hours prior to commencement of driving periods.

Deliverables:

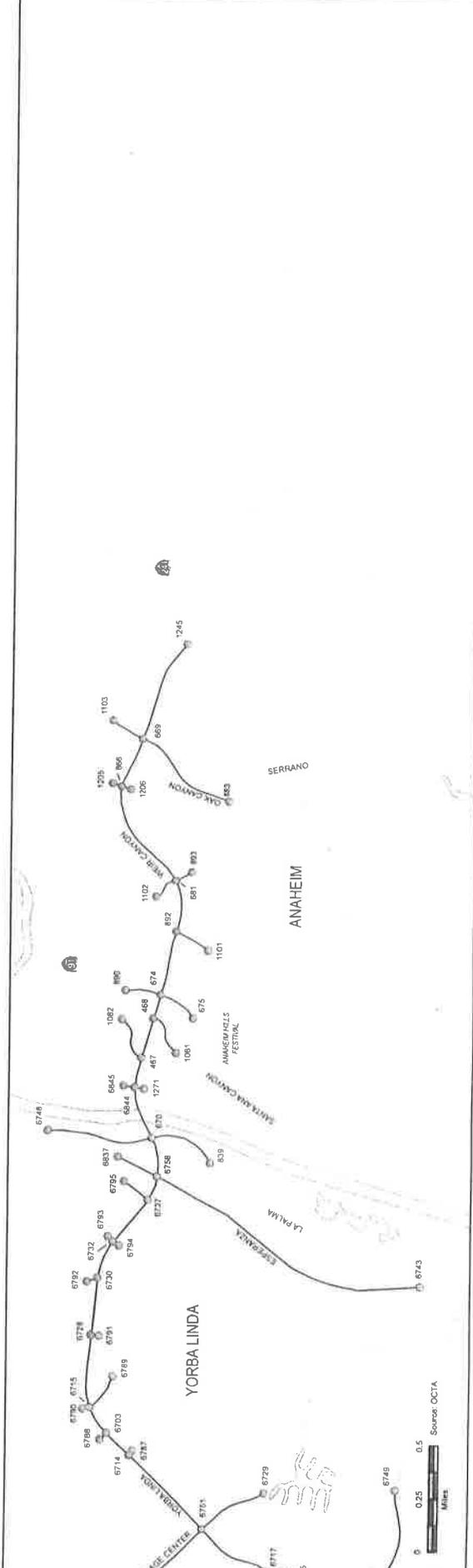
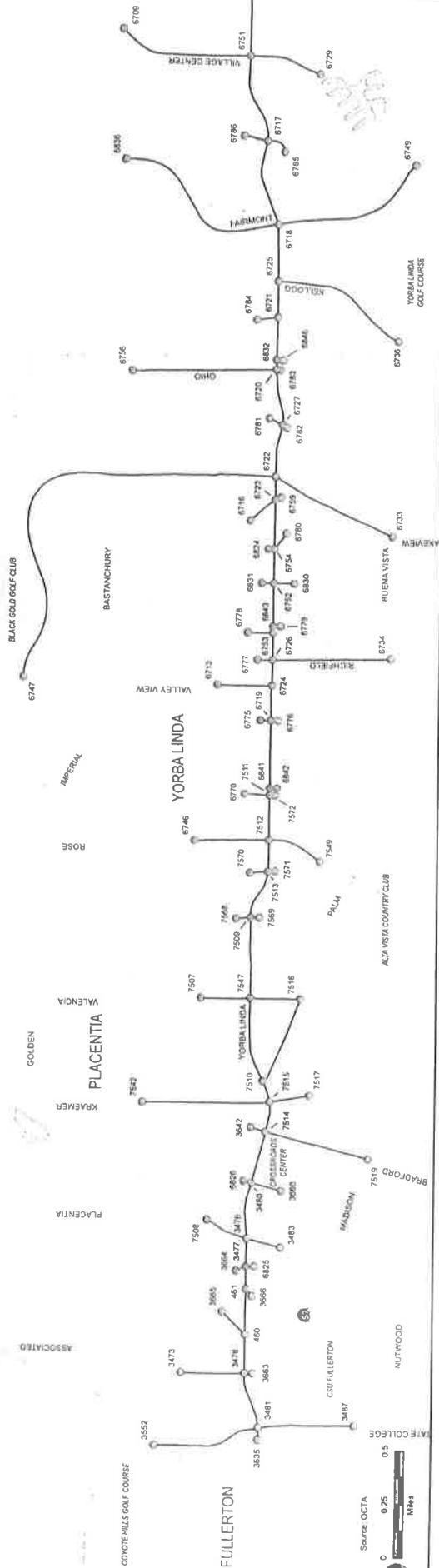
1. 9- months of on-call support and revised signal timing plans and memorandum documenting changes.
2. Electronic versions of all data files and memorandums.

YORBA LINDA BOULEVARD TLSP by Agency

Agency	Yorba Linda Boulevard @	Location	Node #	Description of Work This Location
Fullerton	State College Boulevard	1	3481	cu, BB, right turn overlap WB
Fullerton	Associated Road	2	3478	cu
Fullerton	SR - 57 S/B Ramps	3	460	
Fullerton	SR - 57 N/B Ramps	4	461	
Fullerton	Deerpark Drive	5	3477	cu, BB
Fullerton	Placentia Avenue	6	3476	cu, convert to FYA PPLT
Fullerton	Sapphire Road	7	3480	cu, BB, T III
Placentia	Bradford Avenue	8	7514	cu, es
Placentia	Kraemer Boulevard	9	7515	cu, es
Placentia	Palm Drive	10	7510	cu, es
Placentia	Valencia Avenue	11	7547	cu, es
Placentia	McCormick Lane	12	7509	cu, es
Yorba Linda	Linda Vista Street	13	7513	cu, es
Yorba Linda	Rose Drive	14	7512	cu, es
Yorba Linda	Prospect Avenue	15	7511	
Yorba Linda	Jefferson Street	16	6841	15 and 16 are clustered one ICU
Yorba Linda	Van Buren Street	17	6719	ca, es, C, Exist. I/C new TP12, (Redo BB)
Yorba Linda	Valley View Avenue	18	6724	m-cu, C, Exist. I/C new TP12
Yorba Linda	Richfield Road/Richfield Way	19	6726	m-cu, es, C, Exist. I/C new TP12
Yorba Linda	Casa Loma Avenue W	20	6753	20 and 21 are clustered one ICU
Yorba Linda	Casa Loma Avenue E	21	6843	m-cu, es, C, Exist. I/C new TP25
Yorba Linda	Eureka Avenue	22	6752	ca, C, Exist. I/C new TP25, (Redo T II)
Yorba Linda	Mountain View Avenue	23	6754	ca, es, C, Exist. I/C new TP25, (Redo T II), (Redo BB)
Caltrans	Imperial Highway	24	6723	m-cu, C, Exist. I/C new TP12
Yorba Linda	Lakeview Avenue	25	6722	m-cu, es, C, Exist. I/C new TP12
Yorba Linda	Avocado Avenue/Avacado Circle	26	6727	m-cu, es, C, New I/C, TP12 to Ohio
Yorba Linda	Ohio Street W	27	6720	27 and 28 are clustered one ICU
Yorba Linda	Ohio Street E	28	6832	ca, es, C, Exist. I/C new TP12, (Reestablish
Yorba Linda	Palm Avenue	29	6721	m-cu, es, VS, C, Exist. I/C new TP12
Yorba Linda	Kellogg Drive	30	6725	m-cu, es, C, (New I/C, TP12 to Fairmont Bl)
Yorba Linda	Fairmont Boulevard	31	6718	ca, es, C, VS, (New I/C, TP12 to Ave Reo Del
Yorba Linda	Avenida Rio del Oro	32	6717	ca, es, C, (New I/C, TP12 to Village Center
Yorba Linda	Village Center Drive	33	6751	m-cu, es, C, VS, (New I/C, TP12 to Paseo de
Yorba Linda	Paseo de las Palmas	34	6714	m-cu, es, C, VS, Exist. I/C new TP12
Yorba Linda	San Antonio Road	35	6703	m-cu, es, C, Exist. I/C new TP12
Yorba Linda	Yorba Ranch Road/Dorinda Road	36	6715	m-cu, es, C, Exist. I/C new TP12
Yorba Linda	Via de la Escuela	37	6728	m-cu, es, C, Exist. I/C new TP12
Yorba Linda	Stonehaven Drive	38	6730	ca, es, C, VS, Exist. I/C new TP12
Yorba Linda	Avenida Adobe	39	6732	ca, es, C, Exist. I/C new TP12, (Reestablish
Yorba Linda	New River Road	40	6737	ca, es, C, VS, Exist. I/C new TP12,
Yorba Linda	Esperanza	41	6758	no work
Caltrans	La Palma Avenue	42	670	cu 2070
Yorba Linda	Savi Ranch Parkway	43	6844	
Caltrans	SR - 91 W/B Ramps	44	467	cu 2070, 170E, GPS
Caltrans	SR - 91 E/B Ramps	45	468	cu 2070
	Weir Canyon Road @			
Anaheim	Santa Ana Canyon Road	46	674	
Anaheim	Monte Vista Rd	47	682	
Anaheim	Canyon Vista Dr/Serrano Ave	48	681	
Anaheim	Running Springs Drive	49	666	
Anaheim	Oak Canyon Drive	50	669	
Anaheim	Blue Sky Road	51	1245	

cu = controller unit; ca = controller assembly includes cu + all necessary equipment and appurtenances + es; es = ethernet switch; gps = gps interface and antennae installed; 2070 = C = CenTracs; A = Aries; BB = Battery Backup System; Exist. or New I/C = Interconnect Conduit with media; media - F = Fiber Optic, TP = ## pair Twisted, VD = Video Detection; VS = Video Surveillance System; W = WiFi; L = Loop Detector; T ## = Type II or III Electrical Service; a # following item codes = quantity (i.e. L42 = install 42 loop detectors); * = shared ownership; ** following task code = NOT A PART, agency pays 100% for that task only. m - cu = modify existing controller. New controller may be substituted if functionally equivalent **CONSULTANT is cautioned to verify interconnect components in field.**
All other location tasks are a part; *** following task code = Part TLSP/Part Agency funded; All equipment is furnished and installed and/or modify existing installation with 1 year guaranty on labor and material. Firmware and Software Upgrades for installed specified systems is included in the installed price for a period of 3 years. Excludes new software for new features not originally installed nor specified to be installed and included. Removal of existing equipment and appurtenances is included in the furnish and install or modify existing installation price. PS & E may be available at no cost to the Consultant from Project Agencies.

Attachment B: Yorba Linda Blvd. / Weir Canyon Rd.



Portions of this map copyrighted by Thomas Bros Maps and reproduced with permission. Source: OCTA. Date: 2-2010.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY DIRECTOR OF COMMUNITY SERVICES

DATE: DECEMBER 17, 2013

SUBJECT: **APPROVAL OF AMENDMENT NO. 4 TO THE LEASE AGREEMENT BETWEEN THE CITY OF PLACENTIA AND THE PLACENTIA FOUNDERS SOCIETY FOR USE OF THE BRADFORD HOUSE**

FISCAL IMPACT: EXPENSE: \$6,850.00 (ACCOUNT NO.: 404582-6201)

SUMMARY:

The current lease between the City and the Placentia Founders Society for the use, maintenance and upkeep of the historical Bradford House will expire on December 31, 2013. The attached Amendment No. 4 extends the lease agreement for a two-year period, January 1, 2014 through December 31, 2016. Amendment No. 4 also includes an additional provision to require any tenants of the Bradford House to supply renter's insurance. The Amendment to the Lease Agreement is recommended for approval by both the City Staff and the Placentia Founders Society.

RECOMMENDATION:

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

1. Authorize the Mayor and City Clerk to sign the attached Amendment No. 4 to the Lease Agreement between the City and the Placentia Founders Society for the use, maintenance and upkeep of the Bradford House.

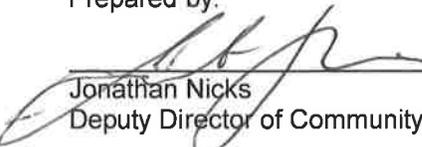
DISCUSSION:

The proposed Amendment No. 4 is fundamentally the same as the previously amended agreement. The City will maintain fire insurance on the structure while the Founders Society will be responsible for providing fire insurance on the contents of the house and maintain public liability, property, and general liability insurance as outlined in section 3.g. of the original agreement. The City has allowed the Founders Society to have a tenant occupy a portion of the house and it has been recommended by the City Attorney and the insurance provider to require the tenant to also carry renter's insurance, which is outlined in Amendment No. 4. The Founders Society continues to communicate and work well with City Staff on programs at the Bradford House and any other issues that may arise.

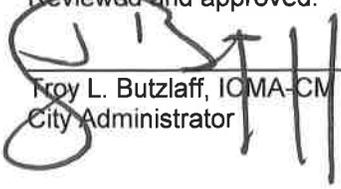
FINANCIAL IMPACT:

The City will provide up to \$6,850 to assist the Founders Society with their insurance needs. This amount has already been allocated in the current Fiscal Year general fund operating budget.

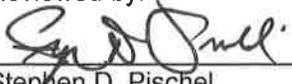
Prepared by:


 Jonathan Nicks
 Deputy Director of Community Services

Reviewed and approved:


 Troy L. Butzlaff, ICMA-CM
 City Administrator

Reviewed by:


 Stephen D. Pischel
 Director of Administrative and Community Services

Attachment: Amendment No. 4 to the Lease Agreement between the City of Placentia and the Placentia Founders Society for use of the Bradford House

1.h.

December 17, 2013

AMENDMENT NO. 4 TO LEASE

This Amendment No. 4 to Lease Agreement ("Amendment No. 4") is made and entered into this 17th day of December 2013, by and between the City of Placentia, a Charter City and municipal corporation, ("City") and the Placentia Founders Society, Inc., a California nonprofit corporation ("Society") ("Parties" collectively).

A. RECITALS.

(i). On or about November 2002, the City and the Society entered into a Lease Agreement ("Lease") whereby the City leased to the Society that certain parcel of real property with improvements thereon situated in the City of Placentia, County of Orange, State of California, commonly known as the Bradford House, located at 136 East Palm Circle, Placentia, California 92870, and including an eight (8) foot border around the structure ("site"), for the term commencing January 1, 2003 and ending December 31, 2007.

(ii). Section 11 of the Lease allows the City to renew and/or amend the Lease, in its discretion, upon request of the Society.

(iii). By means of Amendment No. 1, executed October 2, 2007, the Lease the term of the Lease was extended through December 31, 2012.

(iv). By means of Amendment No. 2, executed March 18, 2008, the City agreed to assist the Society by providing funds to defray a portion of the Society's costs of insurance.

(v). By means of Amendment No. 3, executed January 15, 2013, the City and the Society updated insurance requirements contained in § 5.a. of the agreement.

(vi). The Parties desire to extend the term of the Lease and amend provisions thereof to reflect increased costs of insurance as well as to ensure that any rental or sublease of the living quarters located on the site are adequately protected by means of renter's insurance or similar insurance to the reasonable satisfaction of the City Administrator.

B. AMENDMENT NO. 4 TO LEASE.

In consideration of the covenants and agreements herein contained, the City and the Society agree as follows:

1. In all respects as set forth in the Recitals, Part A., of this Amendment No. 4.
2. The term of the Lease set forth in Section 1 of thereof shall be extended through and including December 31, 2015.

3. The provisions of § 4. of the Lease hereby are amended by the addition of a new § 4.j) to read, in words and figures, as follows:

“j). In the event Society sublets or otherwise rents the living quarters located upon the site, Society agrees that any person(s) to whom Society sublets or rents said living quarters shall be required to obtain and keep in full force and effect for the duration of any such sublet or rental term, full and complete renter’s insurance relating to such renter’s or subletter’s use and enjoyment of the living quarters.”

4. The provisions of § 5.a). of the Lease hereby are amended to read, in words and figures, as follows:

“On or before the renewal date of Society’s insurance, which is procured for the benefit of City, and upon receipt of an invoice from the Society, City will pay an amount not to exceed \$6,850.00 toward the cost of Society’s procurement of required insurance hereunder. In the event said amount is insufficient to cover the costs of insurance required hereunder, Society may, in writing, request addition funds from City. Any such additional funds to be paid hereunder, shall be in the sole discretion of the City Council whose decision shall be final.”

5. Except as otherwise set forth in this Amendment No. 4, all other terms and provisions of the Lease, as heretofore amended, shall remain in full force and effect. To the extent of any inconsistency between the terms and provisions of this Amendment No. 4 and the terms and provisions of the Lease, as heretofore amended, the terms and conditions of this Amendment No. 4 shall control.

IN WITNESS WHEREOF, the Parties herein have caused this Amendment No. 4 to Lease Agreement to be executed as of the date last written below.

[All Signatures Appear on Page 3 of Amendment]

SOCIETY

Alice Howard

President

CITY

Scott W. Nelson,
Mayor

ATTEST: _____

Patrick J. Melia,
City Clerk

Approved as to form:

Andrew V. Arczynski,
City Attorney

**AMENDMENT NO. 3 TO
LEASE AGREEMENT**

This **Amendment No. 3 to Lease Agreement** ("Amendment No. 3") is made and entered into by and between the City of Placentia, a municipal corporation, hereafter "the City," and the Placentia Founders Society, Inc., hereafter "The Founders Society."

RECITALS

- A. On or about November 2002, the City and The Founders Society entered into a Lease Agreement whereby the City leased to The Founders Society that certain real property and improvements situated in the City of Placentia, County of Orange, State of California, commonly known as the Bradford House, located at 136 East Palm Circle, Placentia, California 92870, and including an eight (8) foot border around the structure, for the term commencing January 1, 2003 and ending December 31, 2007.
- B. Section 11 of the Lease Agreement permits the City to renew and/or amend the Lease Agreement in its discretion upon request of The Founders Society.
- C. Through Amendment No. 2 to the Lease Agreement, the City and the Founder's Society extended the term of the Agreement through December 31, 2012. A true and correct copy of the Lease Agreement is attached hereto at Exhibit "A" and incorporated herein.
- D. Through Amendment No. 3 to the Lease Agreement, the City and the Founder's Society updated insurance requirements contained in Section 5.a. of the agreement.
- E. Through this Amendment No. 3 to Lease Agreement, the City and The Founders Society desire to extend the term of the Agreement through and including December 31, 2013.

AGREEMENT

In consideration of the covenants and agreements contained herein, the City and The Founders Society agree as follows:

- 1. The term of the Lease set forth in Section 1 of the Lease Agreement shall be extended through and including December 31, 2013.

Except as otherwise set forth in this Amendment No. 3, all other provisions of the Lease Agreement shall remain in full force and effect. To the extent of any inconsistencies between the terms and conditions of this Amendment No. 3 and the terms and conditions of the Lease Agreement, the terms and conditions of this Amendment No. 3 shall control.

IN WITNESS WHEREOF, the Parties herein have caused this Amendment No. 1 to Lease Agreement to be executed as of the date last written below.

THE CITY OF PLACENTIA

**THE PLACENTIA FOUNDERS
SOCIETY, INC.**

Scott W. Nelson, Mayor

_____, President

Date

Date

ATTEST:

Patrick J. Melia, City Clerk

APPROVED AS TO FORM:

Andrew Arczynski, City Attorney

EXHIBIT "A"
LEASE AGREEMENT

**AMENDMENT NO. 2 TO
LEASE AGREEMENT**

This **Amendment No. 2 to Lease Agreement** ("Amendment No. 2") is made and entered into by and between the City of Placentia, a municipal corporation, hereafter "the City," and the Placentia Founders Society, Inc., hereafter "The Founders Society."

RECITALS

A. On or about November 2002, the City and The Founders Society entered into a Lease Agreement whereby the City leased to The Founders Society that certain real property and improvements situated in the City of Placentia, County of Orange, State of California, commonly known as the Bradford House, located at 136 East Palm Circle, Placentia, California 92870, and including an eight (8) foot border around the structure, for the term commencing January 1, 2003 and ending December 31, 2007.

B. Section 11 of the Lease Agreement permits the City to renew and/or amend the Lease Agreement in its discretion upon request of The Founders Society.

C. The City and the Founders Society Amended the Lease Agreement to extend the term of the Agreement through and including December 31, 2012. A copy of the Lease Agreement, as amended is attached as Exhibit "A".

D. Through this Amendment No. 2 to Lease Agreement, the City and The Founders Society desire to update insurance requirements contained in Section 5.a. of the Agreement.

AGREEMENT

In consideration of the covenants and agreements contained herein, the City and The Founders Society agree that Section 5.a. of the Lease Agreement, which includes the title "COVENANTS OF THE CITY" and the phrase "The City promises as follows:" is hereby amended to read as follows:

- a) That on or before the renewal date of The Founders Society's insurance, which is procured for the benefit of the City, and upon receipt of an invoice from the Founders Society, the City will pay the following amount toward the cost of insurance: an amount not to exceed \$6,100.00 plus an annual increase not to exceed 5% based on the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for the previous calendar year. If this amount is not sufficient to cover the insurance cost, the Founders

IN WITNESS WHEREOF, the Parties herein have caused this Amendment No. 1 to Lease Agreement to be executed as of the date last written below.

THE CITY OF PLACENTIA

THE PLACENTIA FOUNDERS SOCIETY, INC.

Constance Underhill
Constance Underhill, Mayor

Cecilia Rauler
Cecilia Rauler, President

October 2, 2007
Date

July 31, 2007
Date

ATTEST:

Patrick J. Melia
Patrick J. Melia, City Clerk

APPROVED AS TO FORM:

Thomas F. Nixon
Thomas F. Nixon, City Attorney

The proceeds of any insurance required under this lease shall be paid into the treasury of The City in a special trust account.

All insurance and The City's liability in connection with the Bradford House shall be reviewed annually by the City's Director of Finance for sufficiency of coverage and any alterations or changes requested by The City shall be made to The Founders Society no later than sixty (60) days prior to the annual anniversary date of the above-mentioned policies.

- h) Workers Compensation Insurance. The Founders Society shall maintain, during the life of this lease, workers compensation insurance for all its employees employed at the site of improvement, and in case any work is sublet, The Founders Society shall require any contractor or subcontractor to provide workers compensation insurance for all the contractors or subcontractors or its employees.

In addition, The Founders Society shall supply evidence of compliance with Labor Code Section 3800 regarding workers compensation insurance as a condition to the issuance of building permits regarding the Bradford House.

The Founders Society shall indemnify The City for any damage resulting to it from failure of either The Founders Society or any contractor or subcontractor to take out and maintain such insurance.

- i) That if any mechanic's lien or liens shall be filed against the leased premises for work done by or for, or materials furnished to The Founders Society, The Founders Society shall forthwith, or within ninety (90) days thereafter, either cause the same to be discharged by paying the amount of the lien or shall litigate the same with due care and diligence to a final judgment or decree from which there is no appeal, and in the event such judgment or decree upholds said lien in whole or in part, The Founders Society shall forthwith pay the same.

5. **COVENANTS OF THE CITY**

The City promises as follows:

- a) That on or before the renewal date of The Founders Society's insurance, and upon receipt of an invoice from the Founders Society, The City will pay an amount not to exceed \$5,000 annually toward the cost of insurance. If \$5,000 is not sufficient to cover the insurance cost, The Founders Society may, in writing, request additional funds from the City Council.

There are no covenants and warranties other than those expressed herein, other than the warranty of title.

11. **RENEWAL OF LEASE**

The Founders Society shall notify The City in writing of its intention to apply for a renewal or cancellation of the lease ninety (90) days prior to the expiration date of this lease.

The City does hereby reserve the right to review this lease at the end of the five-year period, and in its discretion, agree to renew, amend or cancel the lease.

THE CITY OF PLACENTIA

THE FOUNDERS SOCIETY


MAYOR


PRESIDENT

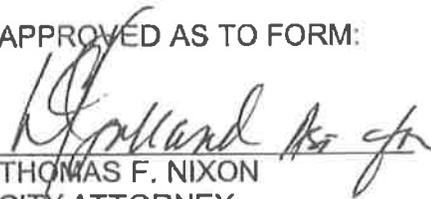
10-29-02
Date

November 8, 2002
Date

ATTEST:


EDMUND M. PONCE
CITY CLERK

APPROVED AS TO FORM:


THOMAS F. NIXON
CITY ATTORNEY



Placentia City Council

AGENDA REPORT

TO: CITY ADMINISTRATOR

FROM: DIRECTOR OF FINANCE

DATE: OCTOBER 8, 2002

SUBJECT: LEASE AGREEMENT BETWEEN THE CITY OF PLACENTIA AND THE FOUNDERS SOCIETY FOR USE OF THE BRADFORD HOUSE

FINANCIAL IMPACT: NOT TO EXCEED \$5,000 PER YEAR
ACCOUNT 930-400-9804-7110

INTRODUCTION:

The current lease between the City and the Founders Society for the use, maintenance and upkeep of the historical Bradford House will expire December 31, 2002. The attached new agreement is for a five-year period, January 1, 2003 through December 31, 2007, and is recommended for approval by the City staff and the Founders Society.

TERMS:

While the proposed agreement is basically the same as the previous agreement, following are some of the main lease points:

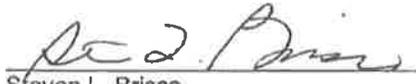
1. The term of the agreement is from January 1, 2003 through December 31, 2007.
2. The City will maintain fire insurance on the structure while the Founders Society will be responsible for providing their own fire insurance on the contents of the house. Also, the Founders Society is responsible for maintaining automobile/general liability insurance as outlined in the agreement.
3. The City will provide up to \$5,000 per year to assist the Founders Society with their insurance needs. The prior two-year actuals were \$4,051 and \$3,721.
4. The rental agreement has been reviewed and approved as to form by the City Attorney.

RECOMMENDATION:

Staff recommends the City Council authorize the Mayor and City Clerk to sign the attached agreement between the City and the Founders Society for the use, maintenance and upkeep of the Bradford House.

Respectfully submitted:

Reviewed and approved:


 Steven L. Brisco
 Director of Finance


 Robert D'Amato
 City Administrator

SLB:re

Attachment: As stated

AGENDA ITEM NO.:

7

ACTION:

- Approved Denied
 Receive & File
 Continued to _____

VOTE: 5-0
FILE# 220/456

COUNCIL MEETING DATE

OCT 15 2002



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: INTERIM DIRECTOR OF FINANCE

DATE: DECEMBER 17, 2013

SUBJECT: **RENEWED MEASURE M (M2) EXPENDITURE REPORT FOR FISCAL YEAR 2012-13**

FISCAL
IMPACT: NONE

SUMMARY:

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

RECOMMENDATION:

It is recommended that City Council take the following action:

- 1.) Adopt Resolution No. R-2013 - , A Resolution of the City Council of the City of Placentia, California, to receive and file the M2 Expenditure Report for Fiscal Year 2012-13.

DISCUSSION:

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

1.i.

December 17, 2013

FISCAL IMPACT:

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

Prepared by:

Reviewed and approved:



Michael Nguyen
Interim Director of Finance



Troy L. Butzlaff ICMA-CM
City Administrator

Attachments:

Resolution No. R-2013-
Expenditure Report

RESOLUTION No. R-2013-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PLACENTIA, CALIFORNIA RECEIVE AND FILE THE M2
EXPENDITURE REPORT FOR FISCAL YEAR 2012-13

A. Recitals.

The City Council of the City of Placentia, California (the "City") hereby finds, determines, declares, and resolves as follows:

(i) The City of Placentia receive and file the M2 Expenditure Report for Fiscal Year 2012-13.

B. Resolution.

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

1. Receive and file M2 Expenditure Report for Fiscal Year 2012-13 (Exhibit "A").

2. Inform Orange County Transportation Authority (OCTA) that the M2 Expenditure Report for Fiscal Year 2012-13 (Exhibit "A") has been received and filed by the City of Placentia.

PASSED and ADOPTED this 17th day of December 2013.

SCOTT W. NELSON, MAYOR

ATTEST:

PATRICK J. MELIA, City CLERK

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, PATRICK J. MELIA, City Clerk of the City of Placentia, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Placentia, held on the 17th day of December 2013, by the following vote:

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

PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM:

ANDREW V. ARCZYNSKI, CITY ATTORNEY

M2 Expenditure Report
Fiscal Year Ended June 30, 2013
Beginning and Ending Balances

Description	Line No.	Amount
Balances at Beginning of Fiscal Year		
M2 Fairshare	1	\$ 457,988
M2 Fairshare Interest	2	\$ 333
M2 CTFP	3	
M2 CTFP Interest	4	
Other M2 Funding	5	
Other M2 Interest	6	
Other*	7	
Balances at Beginning of Fiscal Year (Sum Lines 1 to 7)	8	\$ 458,321
Monies Made Available During Fiscal Year	9	\$ 505,439
Total Monies Available (Sum Lines 8 & 9)	10	\$ 963,760
Expenditures During Fiscal Year	11	\$ 395,754
Balances at End of Fiscal Year		
M2 Fairshare	12	\$ 566,287
M2 Fairshare Interest	13	\$ 1,719
M2 CTFP	14	
M2 CTFP Interest	15	
Other M2 Funding	16	
Other M2 Interest	17	
Other*	18	

* Please provide a specific description

CTFP - Combined Transportation Funding Program

M2 Expenditure Report
Fiscal Year Ended June 30, 2013
Sources and Uses

Description	Line No.	Amount
Revenues:		
M2 Fairshare	1	\$ 458,881
M2 Fairshare Interest	2	\$ 1,386
M2 CTFP	3	
M2 CTFP Interest	4	
Other M2 Funding	5	\$ 45,172
Other M2 Interest	6	
Other*	7	
TOTAL REVENUES (Sum lines 1 to 7)	8	\$ 505,439
Expenditures:		
M2 Fairshare	9	\$ 350,582
M2 Fairshare Interest	10	
M2 CTFP	11	
M2 CTFP Interest	12	
Other M2 Funding	13	\$ 45,172
Other M2 Interest	14	
Other*	15	
TOTAL EXPENDITURES (Sum lines 9 to 15)	16	\$ 395,754
TOTAL BALANCE (Subtract line 16 from 8)	17	\$ 109,685

* Please provide a specific description

M2 Expenditure Report
Fiscal Year Ended June 30, 2013
Streets and Roads Detailed Use of Funds

Type of Expenditure	Line No.	*MOE	+ Developer / Impact Fees	M2 Fairshare	M2 Fairshare Interest	M2 CTFP	M2 CTFP Interest	Other M2	Other M2 Interest	Other	TOTAL
Administration (Indirect & Overhead)	1	\$ 24,745									\$ 24,745
Construction & Right-of-Way											
New Street Construction	2										
Street Reconstruction	3	\$ 39,509		\$ 342,523							\$ 382,032
Signals, Safety Devices, & Street Lights	4										
Pedestrian Ways & Bikepaths	5										
Storm Drains	6										
Storm Damage	7										
Total Construction ¹	8	39,509	-	342,523	-	-	-	-	-	-	382,032
Right of Way Acquisition	9										
Total Construction & Right-of-Way	10	39,509	-	342,523	-	-	-	-	-	-	382,032
Maintenance											
Patching	11										
Overlay & Sealing	12	\$ 39,594		\$ 2,819							\$ 42,413
Street Lights & Traffic Signals	13	\$ 105,283		\$ 5,239							\$ 110,522
Storm Damage	14										
Other Street Purpose Maintenance	15	361,424									361,424
Total Maintenance ¹	16	506,301	-	8,059	-	-	-	-	-	-	514,360
Other	17										
GRAND TOTALS (Sum Lines 1, 10, 16, 17)	18	\$ 570,555	\$ -	\$ 350,582	\$ -	\$ -	\$ -	\$ 45,172	\$ -	\$ -	\$ 966,309

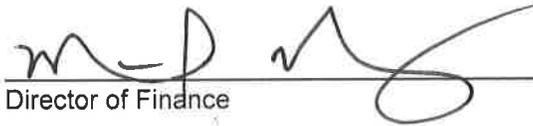
* Local funds used to satisfy maintenance of effort (MOE) requirements

+ Transportation related only

¹ Includes direct charges for staff time

M2 Expenditure Report
Fiscal Year Ended June 30, 2013

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



Director of Finance



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: INTERIM ASSISTANT CITY ADMINISTRATOR
DATE: DECEMBER 17, 2013
SUBJECT: **SECOND READING AND ADOPTION OF AN ORDINANCE AMENDING TITLE 23 (ZONING ORDINANCE) OF THE PLACENTIA MUNICIPAL CODE ADDING § 23.90.197 TO CHAPTER 23.90 OF TITLE 23 OF THE PLACENTIA MUNICIPAL CODE ALLOWING DIGITAL AND STATIC ADVERTISING DISPLAYS ON CITY-OWNED PROPERTY (ZONING CODE AMENDMENT 2013-03.)**

CEQA DETERMINATION: Mitigated Negative Declaration (MND) 2013-01
Mitigation Monitoring and Reporting Program

FISCAL
IMPACT: N/A

INTRODUCTION:

The City Council desires to establish effective mechanisms for the potential placement of digital and static outdoor advertising signs on City-owned property. In order to ensure that such signs are appropriately placed within the City, it was determined by Staff that such signs should only be placed in proximity to freeways (State Routes 57 and 91), as well as primary arterial highways. The specific placement of each sign should be carefully considered and the development thereof, including placement, height and other limitations thereon, should be determined by means of a development agreement pursuant to the procedures described in California Government Code § 65867.

This item is the second reading of a Zoning Code Amendment to include provisions within the Placentia Municipal Code, specifically the City's Zoning Code (Title 23), to allow such outdoor advertising signs only on City-owned property and only within designated areas along State Routes 57 and 91 Freeways, as well as primary arterial highways.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Approve Mitigated Negative Declaration (MND) 2013-01 and direct the City Clerk to file notice of approval thereof as required by law;
2. Approve the Mitigation Monitoring and Reporting Program to ensure future applications pursuant to the revised code provisions are adequately scrutinized; and
3. Conduct second reading by title only and adopt, Ordinance O-2013-09 entitled, "An Ordinance of the City Council of the City of Placentia adding Section 23.90.197 to

3.a.

December 17, 2013

Chapter 23.90 of Title 23 of the Placentia Municipal Code allowing digital and static advertising displays on city-owned property”.

DISCUSSION:

All signs, including advertising signs, are regulated by Chapter 23.90 of the Placentia Municipal Code (“PMC”). Chapter 23.90 (“Sign Code”) sets forth restrictions and standards for all types of signs to include billboards and off-premise freeway signs. On December 3, 2013, the City Council conducted a public hearing to consider a new § 23.90.197 which, under strict guidelines, may permit billboards to be erected and maintained on City-owned property in proximity to the Route 57 and Route 91 freeways as well as primary arterial highways. City-owned property includes public right-of-way, City parks, and other property owned by the City not within the public right-of-way.

The proposed Ordinance allows billboards be established pursuant to specific development standards set out through a Development Agreement, after a public hearing, as approved by the City Council. California Government Code, §§ 65864 – 65869.5, Article 2.5 Development Agreements, authorizes any city to enter into a development agreement with any person having a legal or equitable interest in real property for the development of the property. The process of a third party leasing ground space from the City would create the required legal interest. Therefore, the process proposed requires a multi-step review by the City Council as both a lease and a Development Agreement are required. A development agreement specifies the duration of the agreement, the permitted uses of the property, maximum height and size of proposed structures, and provisions for reservation or dedication of land. A development agreement is a legislative act and must be approved by ordinance (that is, go through a First Reading followed no less than five (5) days later by a Second Reading and Adoption), after a public hearing and must be consistent with the general plan.

The Development Agreement process ensures that the City Council is fully informed and involved in the discretionary review of any proposed outdoor advertising.

At the conclusion of the public hearing on December 3, 2013, the City Council introduced for first reading the recommended ordinance and set second reading for December 17, 2013.

Staff recommends the City Council enact the proposed ordinance, and make the following findings:

Finding

1. The proposed amendment will not be: (A) detrimental to the health, safety, or general welfare of the persons residing or working within the neighborhood of the proposed amendment or within the City, or (B) injurious to property or improvements within the neighborhood or within the city; and

Facts

Based on the Initial Study/Mitigated Negative Declaration, the proposed Zoning Code Amendment will not be: (A) detrimental to the health, safety or general welfare of the persons

residing or working within the neighborhood of the proposed amendment or within the City, or (B) injurious to property or improvements within the neighborhood or within the City. The basis for these facts is that the proposed ordinance sets forth a process for which such signage can be proposed and properly placed in a manner that is the least impactful to adjacent properties. Further, the requirement for a Development Agreement ensures that the City Council has ample opportunity to obtain dedications, exactions, or revisions from the developer to ensure that any item considered to be potentially detrimental may be remedied through the discretionary action.

Finding

2. The proposed Zoning Code Amendment will be consistent with the latest adopted general plan.

Fact

The proposed Zoning Code Amendment is consistent with the latest adopted general plan.

CEQA:

The amendments set forth in the proposed ordinance were prepared pursuant to an Initial Study and Mitigated Negative Declaration prepared in accordance with the requirements of the California Environmental Quality Act ("CEQA"), California Public Resources Code §§ 21000, *et seq.*, the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, §§ 15000, *et seq.*, and the Environmental Impact Report Guidelines of the City of Placentia. The City Council has exercised its independent judgment when considering said Initial Study and Mitigated Negative Declaration and public comments received in connection with the advertised Public Hearing before the Planning Commission and the City Council. The review period for the Initial Study and Mitigated Negative Declaration concluded prior to the hearing regarding the Ordinance by the City Council, and the City Council will exercise its ultimate authority to approve or deny the Initial Study and Mitigated Negative Declaration. Furthermore, said Initial Study and Mitigated Negative Declaration and all related environmental documents forming the basis for the Mitigated Negative Declaration and the proposed Ordinance are located in, and in the custody of, the Office of the City Clerk, City of Placentia. Staff recommends the City Council approve the Mitigated Negative Declaration. If adopted, a Notice of Determination will be filed with the Orange County Clerk/Recorder, as required by law.

In addition, Staff has prepared a Mitigation Monitoring and Reporting Program to effect careful analysis and review of any proposed project pursuant to the ordinance.

Accordingly, it is Staff's recommendation that the City Council make the requisite findings, conduct second reading and adopt Zoning Code Amendment 2013-03; approve the Mitigated Negative Declaration and approve the Mitigation Monitoring and Reporting Program.

Prepared by:


Robyn Uptegraff
Interim Assistant City Administrator

Reviewed and Approved by:


Troy Butzlaff, ICMA-CM
City Administrator

Attachments:

Attachment A: Zoning Code Amendment 2013-03
Attachment B: Initial Study/Mitigated Negative Declaration 2013-01
Attachment C: Mitigation Monitoring and Reporting Program

Attachment A
Zoning Code Amendment 2013-03

ORDINANCE NO. O-2013-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA ADDING SECTION 23.90.197 TO CHAPTER 23.90 OF TITLE 23 OF THE PLACENTIA MUNICIPAL CODE ALLOWING DIGITAL AND STATIC ADVERTISING DISPLAYS ON CITY OWNED PROPERTY.

[Zoning Code Amendment 2013-XX]

City Attorney's Summary

This Ordinance adds a new Section 23.90.197 to Title 23 of the Placentia Municipal Code allowing for the installation and operation of digital billboard signs visible from State Routes 57 and 91 as well as primary arterials on City owned property in accordance with the requirements of state and federal law.

A. Recitals.

(i). The City Council of the City of Placentia desires to establish effective mechanisms for the potential placement of Digital Billboard Signs on City-owned property.

(ii). In order to ensure that Digital Billboard Signs are appropriately placed within the City, it is determined that the such Digital Billboard Signs should only be placed in proximity to State Routes 57 and 91 Freeways as well as primary arterial highways.

(iii). The specific placement of Digital Billboard Signs should be carefully considered and the development thereof, including placement, height and other limitations thereon, should be determined by means of a development agreement pursuant to the procedures described in California Government Code § 65864, et seq.

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

B. Ordinance.

NOW, THEREFORE, the City Council of the City of Placentia does hereby find, determine and ordain as follows:

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

SECTION 2. (a). The City Council hereby finds and certifies that the Zoning Code amendment set forth below has been prepared pursuant to an Initial Study and Mitigated Negative Declaration prepared in accordance with the requirements of the California Environmental Quality Act ("CEQA"), California Public Resources Code §§ 21000, et seq., the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, §§ 15000, et seq., and the Environmental Impact Report Guidelines of the City of Placentia when considering said Initial Study and Mitigated Negative Declaration and all public comments received in connection therewith. Furthermore, said Initial Study and Mitigated Negative Declaration and all related environmental documents forming the basis for the Mitigated Negative Declaration and this Ordinance are located in, and in the custody of, the Office of the City Clerk, City of Placentia. This City Council does hereby approve the Mitigated Negative Declaration. The City Council hereby specifically finds and determines that, based upon the findings set forth below, changes and alterations will be incorporated into and conditioned upon any proposed development agreement in order to ensure no significant adverse environmental effects will occur.

(b). The City Council finds that facts supporting the above-specified findings are contained in the Negative Declaration, the staff report and exhibits, and the information provided to this City Council during the public hearing conducted with respect to the adoption of this Ordinance and the Negative Declaration. Mitigation measures will be made a condition of approval of any proposed development agreement and are intended to mitigate and/or avoid environmental effects identified in the Negative Declaration.

SECTION 3. A new Section 23.90.197 hereby is added to Chapter 23.90 of Title 23 of the Placentia Municipal Code, to read, in words and figures, as follows:

"Section 23.90.197. Digital Billboard Signs on City-owned Property.

"For purposes of this section, (1) a 'digital billboard sign' means and refers to an advertising structure (as that term is defined in the California Outdoor Advertising Act - California Business & Professions Code, § 5200, et seq.) that uses digital-display technology; and (2) 'City-owned property' means and

refers to any property in which the City is the owner of the majority of the fee title interest, as well as property in which the City has a leasehold, easement, license or other possessory interest.

"A. Notwithstanding any provision of the Placentia Municipal Code to the contrary, the City, pursuant to the provisions of California Government Code § 65850, *et seq.*, may: Authorize the construction, repair, replacement and maintain digital billboard signs within or upon City-owned property and visible from State Routes 57 or 91 or primary arterial highways, subject to subsections A.1. through A.5, below. Such terms may include utilizing a relocation agreement, which would allow the removal of a display and construction of a new display to substitute for the display that is removed. A digital billboard sign may be electronic, programmable, static and/or illuminated and provide for 'off-premises' advertising (as that term is defined in § 23.90.010).

"1. The City-owned property must be located in a commercial or industrial zone or immediately adjacent to City controlled right of way.

"2. All digital-display faces must be oriented primarily for viewing from the freeway or highway to which it is adjacent.

"3. Notwithstanding any provision to the contrary in the Placentia Municipal Code, the maximum height of a digital billboard sign, measured from finished grade to the top of the digital-display face, is 75 feet; and the overall maximum height, measured from finished grade to the top of the billboard structure, is 85 feet.

"4. Notwithstanding any provision to the contrary in the Placentia Municipal Code, a digital billboard sign may have either one (1) or two (2) display faces. Any digital billboard sign shall have a maximum area of a display face of twelve hundred (1,200) square feet with the maximum height of the display face twenty-five (25) feet and the maximum length of the display face sixty (60) feet.

"5. A digital billboard sign may display only a still image in each of its display messages. This means that the still image being displayed may not move or present the appearance of motion and may not use flashing, blinking, or traveling lights or any other means not providing constant illumination (except that part necessary to give public service information such as time, date,

temperature, weather, or similar information). The digital billboard sign must expose each message display for not less than four (4) seconds, unless a greater amount of time is set forth as a recommendation in the most recent guidance document issued by the Federal Highway Administration on the subject of changeable electronic variable message signs; in such case, the minimum FHWA standard shall apply. The transition or blank screen time between one display message and the next may not exceed one (1) second, nor shall this transition time be construed as a failure to comply with the constant illumination requirement set forth above.

"B. Notwithstanding any provision of the Placentia Municipal Code to the contrary, an existing sign that is removed and/or relocated in the implementation or exercise of subsection A., above, may include either a legal conforming sign or a legal nonconforming sign; such status shall be determined by the City Administrator. Any sign approved for relocation must be removed prior to construction or installation of the digital billboard sign that will replace it.

"C. In addition to complying with the other requirements of this section, a digital billboard sign must also comply with the requirements of the California Outdoor Advertising Act, Chapter 2 in Division 3 of the California Business and Professions Code, commencing at § 5200 ('Act'), including but not limited to, the restrictions on size, height, intermittent flashing lights, proximity to interstate and primary highways and landscaped freeways, and other regulations set forth in Articles 7 and 8 of the Act. To the extent a conflict arises between this section and the Act, the Act will prevail, except for the FHWA recommendation referenced in subsection A.5., above.

"D. Findings for Approval of a Digital Billboard Sign or Relocation Agreement. In addition to the findings required pursuant to California Government Code § 65850, et seq., a digital billboard sign or relocation agreement may be approved if the City Council makes the following findings:

"1. The digital billboard sign or relocation agreement substantially complies with the purpose and requirements of this section; and

"2. The digital billboard sign or relocation agreement will not interfere with onsite access or circulation or significantly interfere with visibility."

SECTION 4. Penalty for Violation.

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

SECTION 5. Civil Remedies Available.

The violation of any of the provisions of this Ordinance hereby adopted shall constitute a nuisance and may be abated by the City through civil process by means of restraining order, preliminary or permanent injunction or in any other manner provided by law for the abatement of such nuisances.

SECTION 6. Severability.

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

SECTION 7. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published and posted pursuant to the provisions of law and this Ordinance shall take effect thirty (30) days after passage.

PASSED and ADOPTED this ___ day of _____, 2013.

SCOTT W. NELSON, MAYOR

ATTEST:

PATRICK J. MELIA, CITY CLERK

I, PATRICK J. MELIA, City Clerk of the City of Placentia, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council held on the _____ day of _____, 2013 and was finally adopted at a regular meeting held on the _____ day of _____, 2013, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM

ANDREW V. ARCZYNSKI,
CITY ATTORNEY

Attachment B

Initial Study/Mitigated Negative Declaration 2013-01

ENVIRONMENTAL CHECKLIST FORM AND ENVIRONMENTAL DETERMINATION

Project Title:	Digital and Static Advertising Displays on City-owned Property Zoning Code Amendment No. 2013-03		
Lead Agency Name & Address:	City of Placentia Development Services Department 401 E. Chapman Ave., Placentia, CA 92870		
Contact Person & Phone No.:	Monique Schwartz, Associate Planner (714) 993-8124		
Project Location/Address:	The proposed amendment to the Zoning Code would apply citywide.		
Project Sponsor's Name & Address:	City of Placentia Development Services Department 401 E. Chapman Ave., Placentia, CA 92870		
General Plan Designation:	See Project Description	Zoning:	See Project Description
Overlay Zone/Special District:	N/A		
Project Description and Requested Action: <i>(Describe the whole action involved, including but not limited to later phases of the project, and any secondary, support, or off-site features necessary for its implementation. Attach additional sheets if necessary)</i>			
<p>This Initial Study evaluates the potential environmental impacts that would be expected to result from the proposed amendment to the City's Zoning Code provisions regarding digital/static billboard signs on City-owned sites adjacent to State Routes 57 and 91, as well as primary arterial highways. This proposed action is described further below.</p> <p>Zoning Code Amendment No. 2013-03. The proposed Code amendment would add §23.90.197 to Chapter 23.90 of Title 23 of the Municipal Code, and would regulate digital/static billboard signs on City-owned property subject to a development agreement pursuant to California Government Code § 65864 et seq. The proposed ordinance contains the following requirements and restrictions:</p> <ul style="list-style-type: none"> • Digital billboards may only be located on property owned or controlled by the City, which is located in a commercial or industrial zone, or adjacent to City-controlled right-of-way, and which is visible from State Routes 57 or 91 or primary arterial highways. • Digital billboard signs may be electronic, programmable, static and/or illuminated and provide for off-premises advertising. • All digital-display faces must be oriented primarily for viewing from the freeway or highway to which it is adjacent. • The overall maximum height of a digital billboard sign, measured from finished grade to the top of the billboard structure, shall not exceed 85 feet, and the maximum height from finished grade to the top of the display face shall be 75 feet. • Digital billboards may have one or two faces, with a maximum face area of 1,200 square feet, a maximum face height of 25 feet, and a maximum face width of 60 feet. • Digital billboards may only display still images, which must display each message for a minimum of four seconds or the minimum Federal Highway Administration (FHWA) standard, if longer. • Digital billboard signs must also comply with the requirements of the California Outdoor Advertising 			

Act, Chapter 2 in Division 3 of the California Business and Professions Code, commencing at § 5200. These requirements include limits on lighting intensity and spacing between digital billboard signs, including a minimum of 500 feet from another billboard on the same side of the freeway and a minimum of 1,000 feet from another digital billboard.

Existing Conditions of the Project Site:

The proposed Ordinance would apply citywide. The City of Placentia is located in the northern portion of Orange County (Exhibit 1-Vicinity Map). To the north is the City of Brea; to the east are the cities of Yorba Linda and Anaheim; to the south is the City of Anaheim; and to the west is the City of Fullerton.

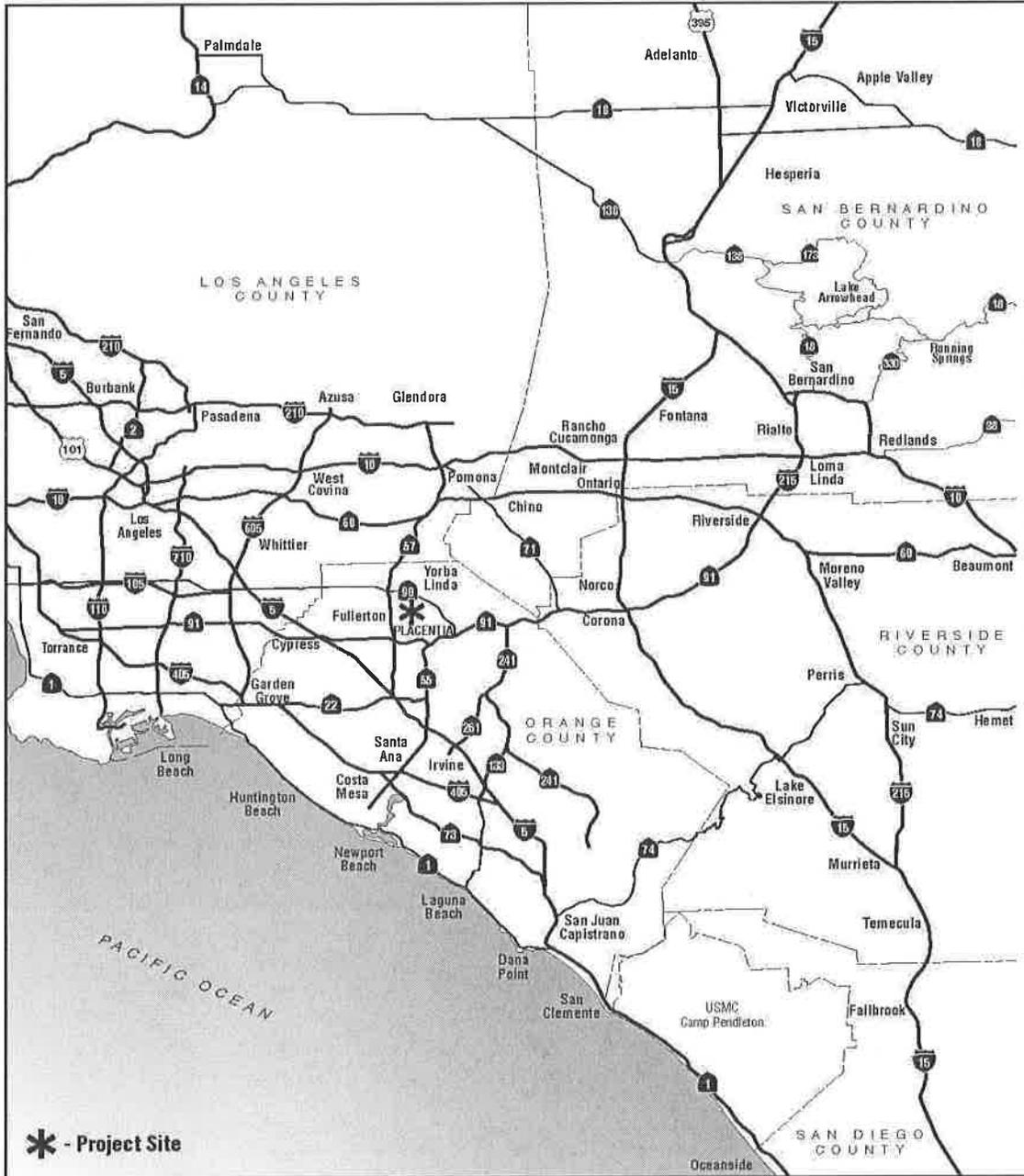
Surrounding Land Uses and Setting: *(Briefly describe the project's surrounding)*

N.A. (citywide)

Other public agencies whose approval is required: *(e.g., permits, financing approval, or participation agreement)*

Recommendation for approval to the City Council by the Placentia Planning Commission and approval by the City Council is required for the proposed Zoning Code amendment. Approval of a Development Agreement by the Placentia City Council and issuance of building permits by the City's Development Services Department will be required prior to installation of any signs pursuant to the proposed Ordinance. An applicant must also obtain a sign permit from Caltrans.

Exhibit 1: Vicinity Map



ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a 'Potentially Significant Impact' as indicated by the checklist on the following pages:

- | | |
|---|---|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Land Use / Planning |
| <input type="checkbox"/> Agriculture and Forestry Resources | <input type="checkbox"/> Mineral Resources |
| <input type="checkbox"/> Air Quality | <input type="checkbox"/> Noise |
| <input type="checkbox"/> Biological Resources | <input type="checkbox"/> Population / Housing |
| <input type="checkbox"/> Cultural Resources | <input type="checkbox"/> Public Services |
| <input type="checkbox"/> Geology /Soils | <input type="checkbox"/> Recreation |
| <input type="checkbox"/> Greenhouse Gas Emissions | <input type="checkbox"/> Transportation/Traffic |
| <input type="checkbox"/> Hazards & Hazardous Materials | <input type="checkbox"/> Utilities / Service Systems |
| <input type="checkbox"/> Hydrology / Water Quality | <input type="checkbox"/> Mandatory Findings of Significance |

ENVIRONMENTAL DETERMINATION:

On the basis of this initial evaluation:

- I find that the proposed project **COULD NOT** have a significant effect on the environment, and a **NEGATIVE DECLARATION** will be prepared.
- I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A **MITIGATED NEGATIVE DECLARATION** will be prepared.
- I find that the proposed project **MAY** have a significant effect on the environment, and an **ENVIRONMENTAL IMPACT REPORT** is required.
- I find that the proposed project **MAY** have a 'potentially significant impact' or 'potentially significant unless mitigated' impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An **ENVIRONMENTAL IMPACT REPORT** is required, but it must analyze only the effects that remain to be addressed.
- I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier **EIR** or **NEGATIVE DECLARATION** pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier **EIR** or **NEGATIVE DECLARATION**, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Monique Schwartz

Associate Planner

Name

Title

10/31/2013

Signature

Date

EVALUATION OF ENVIRONMENTAL IMPACTS:	Potentially Significant Impact	Potentially Significant Impact Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
I. AESTHETICS -- Would the project:				
a) Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Substantially degrade the existing visual character or quality of the site and its surroundings?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Responses:</u>				
a) Have a substantial adverse effect on a scenic vista?				
<p>There are no scenic vistas within the within the project area, therefore the construction of digital billboards would not have a significant effect on a scenic vista. No mitigation measures are required.</p>				
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?				
<p>There are no designated scenic highways within the City (Circulation Element, p. VI-1) and there are no scenic resources within the in areas that would be affected by the proposed Ordinance. No significant impacts would occur and no mitigation measures are required.</p>				
c) Substantially degrade the existing visual character or quality of the site and its surroundings?				
<p>The project area is fully urbanized and therefore the effect of construction of digital billboards as envisioned by the proposed Ordinance would not substantially degrade visual quality. The proposed Ordinance would require all signs to be oriented to the freeway or highway, thereby reducing their visibility from adjacent areas and mitigating aesthetic effects of the signs on any nearby residential areas from which they may be visible. No mitigation measures are required.</p>				
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?				
<p>Freeway and primary arterial highway corridors in the City of Placentia are fully urbanized with a significant amount of existing light and glare. The effect of new digital billboards as permitted by the proposed Ordinance would incrementally add to the existing level of light and glare in the area. As required by the Ordinance, signs must be oriented to the freeway or highway, thereby reducing their visibility and the impact of the signs on nearby residential areas. In addition, California Vehicle Code § 21466.5 requires the lighting intensity level of billboard copy to be adjusted based on ambient light levels, as follows:</p>				
<p><i>21466.5. No person shall place or maintain or display, upon or in view of any highway, any light of any color of such brilliance as to impair the vision of drivers upon the highway. A light source shall be considered vision impairing when its brilliance exceeds the values listed below. The brightness reading of an objectionable light source shall be measured with a 1-1/2-degree photoelectric brightness meter placed at the driver's point of view. The maximum measured brightness of the light source within 10 degrees from the driver's normal line of sight shall not be more than 1,000 times the minimum measured brightness in the driver's field of view, except that when the minimum measured brightness in the field of view is 10 foot-lamberts or less, the measured brightness of the light source in foot-lambert shall not exceed 500 plus 100 times the angle, in degrees, between the driver's line of sight and the light source.</i></p>				

EVALUATION OF ENVIRONMENTAL IMPACTS:	Potentially Significant Impact	Potentially Significant Impact Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<p>In addition to this state Vehicle Code requirement, <u>signs allowed under the proposed ordinance may require a permit from Caltrans.</u> The following mitigation measures would reduce potential impacts to light and glare to a level that is less than significant <u>and ensure compliance with state law.</u></p>				
<p><u>Mitigation Measures</u></p>				
<p><i>AES-1 Prior to approval of a Development Agreement for any future digital billboard, a lighting analysis demonstrating compliance with all applicable regulations shall be submitted for review and approval by the City Engineer.</i></p>				
<p><i>AES-2 Prior to issuance of any building permit for a digital sign for which a development agreement has been approved, evidence shall be submitted to the City Engineer demonstrating that all required Caltrans permits have been obtained.</i></p>				
<p>II. AGRICULTURE RESOURCES AND FOREST RESOURCES:</p>				
<p>a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>d) Result in the loss of forest land or conversion of forest land to non-forest use?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p><u>Responses:</u></p>				
<p>(a-e) There are no farmland or forest resources in the area affected by the proposed Ordinance, and no impacts would occur.No mitigation measures are necessary.</p>				
<p>III. AIR QUALITY -- Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:</p>				
<p>a) Conflict with or obstruct implementation of the applicable air quality plan?</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

EVALUATION OF ENVIRONMENTAL IMPACTS:	Potentially Significant Impact	Potentially Significant Impact Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) Create objectionable odors affecting a substantial number of people?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Responses:</u>				
<p>a) Conflict with or obstruct implementation of the applicable air quality plan? b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation? c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?</p>				
<p>Potential impacts to air quality would occur during the construction phase and during on-going operation of signs.</p>				
<p><u>Construction Emissions</u></p>				
<p>During construction, emissions would be generated by gasoline- or diesel-powered construction equipment. Fugitive dust emissions could also occur during grading, excavation and site preparation. The anticipated duration of construction is expected to be approximately 120 days at any sign location. Required compliance with the following mitigation measure during construction would reduce such emissions to a level that is less than significant.</p>				
<p><u>Mitigation Measures</u></p>				
<p>AQ-1 <u>Fugitive Dust Control.</u> During construction, the following requirements shall be enforced to reduce fugitive dust emissions:</p>				
<p><i>Scheduling - Minimize repeated disturbance of any area and reduce the time period between disturbance and subsequent construction or stabilize any already disturbed areas.</i></p>				
<p><i>High Winds - Cease disturbance operations if dust control is not effective</i></p>				
<p><i>Disturbance Area - Keep disturbance operations if dust control is not effective</i></p>				
<p><i>Dust Control - Utilize dust suppression techniques, including:</i></p>				
<p>a. Water exposed surfaces as needed to avoid visible dust leaving the construction site (typically 3 times/day).</p>				
<p>b. Cover all stock piles with tarps at the end of each day or as needed.</p>				
<p>c. Provide water spray during loading and unloading of earthen materials.</p>				
<p>d. Minimize in-out traffic from construction zone</p>				
<p>e. Require all trucks to maintain at least two feet of freeboard and cover all trucks hauling dirt or sand</p>				
<p>f. Sweep streets daily if visible soil material is carried out from the construction site</p>				
<p><i>On-Site Roads - Pave as soon as possible and restrict ravel speed to 15 mph prior to paving.</i></p>				
<p><i>Revegetation - Revegetate graded areas as soon as possible</i></p>				
<p><i>Fencing - Install perimeter fencing with wind screens</i></p>				
<p><u>Exhaust Emissions Control.</u> During construction, the following requirements shall be enforced to reduce equipment exhaust emissions:</p>				

EVALUATION OF ENVIRONMENTAL IMPACTS:	Potentially Significant Impact	Potentially Significant Impact Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p><u>Responses:</u></p> <p>(a-f) The project vicinity is fully urbanized and there are no known sensitive biological resource present within the area. No impacts would occur and no mitigation measures are necessary.</p>				

V. CULTURAL RESOURCES -- Would the project:

a) Cause a substantial adverse change in the significance of a historical resource as defined in 15064.5?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to 15064.5?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p><u>Responses:</u></p> <p>a) Cause a substantial adverse change in the significance of a historical resource as defined in 15064.5?</p> <p>Various historical or potentially historical resources are present throughout the City. According to the Placentia Historical Resource Survey (2002 Update), there are 357 documented buildings and sites that were over 40 years of age. Of these, there are 39 buildings/properties that are potential nominees for the National Register of Historic Places. Future development could cause an adverse change in the significance of historical resources. Mitigation Measure CUL-1 would require that prior to development of any future site proposed for installation of a digital billboard, the site shall be reviewed to determine whether any potential impacts to historic resources could occur, as defined by CEQA Guidelines §15064.5. If any historical resources are found to be present, additional mitigation may be required to reduce potential impacts to a less than significant level.</p> <p><u>Mitigation Measures</u></p> <p><i>CUL-1 Prior to approval of a Development Agreement for any future digital billboard, a site survey shall be conducted in a manner meeting the approval of the City Engineer to determine whether the site contains any historic resources pursuant to CEQA Guidelines §15064.5. If any historic resources would be</i></p>				

EVALUATION OF ENVIRONMENTAL IMPACTS:	Potentially Significant Impact	Potentially Significant Impact Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<p><i>impacted, appropriate mitigation measures shall be required in a manner meeting the approval of the City Engineer.</i></p> <p>b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to 15064.5?</p> <p>There are no known significant archaeological resources within the area affected by the proposed Ordinance. However, Mitigation Measure CUL-2 would require appropriate steps should such resources be discovered during construction, and would reduce potential impacts to a less than significant level.</p> <p>CUL-2 <i>If evidence of subsurface archaeological or paleontological resources or artifacts is uncovered during excavation, work shall be halted immediately and the City Building Official shall be notified. A cultural resources investigation shall be conducted by a qualified investigator and if the find is determined to be significant, a mitigation plan shall be implemented pursuant to CEQA Guidelines §15064.5 in a manner meeting the approval of the Building Official. The Building Official shall ensure that a note describing this requirement is placed on all grading and building plans.</i></p> <p>c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?</p> <p>There are no known significant paleontological resources or geologic features within the area affected by the proposed Ordinance. However, Mitigation Measure CUL-2 above would require appropriate steps should such resources be discovered during construction, and would reduce potential impacts to a less than significant level.</p> <p>d) Disturb any human remains, including those interred outside of formal cemeteries?</p> <p>It is considered unlikely that human remains in a previously unknown burial site could be encountered during construction activities within the area affected by the proposed Ordinance. However, should any human remains be uncovered during construction, Mitigation Measure CUL-3 would reduce impacts in this regard to a less than significant level.</p> <p><u>Mitigation Measure</u></p> <p>CUL-3 <i>Should any human bone be encountered during excavation, all activity shall cease immediately and the contractor shall notify the City Building Official. The Building Official shall contact the Coroner pursuant to §§5097.98 and 5097.99 of the Public Resources Code relative to Native American remains. Should the Coroner determine the human remains to be Native American, the Native American Heritage Commission shall be contacted pursuant to Public Resources Code §5097.98, and a mitigation plan shall be developed and implemented pursuant to state law.</i></p>				

VI. GEOLOGY AND SOILS -- Would the project:

a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ii) Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iv) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

EVALUATION OF ENVIRONMENTAL IMPACTS:	Potentially Significant Impact	Potentially Significant Impact Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
b) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<u>Responses:</u>				
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.				
ii) Strong seismic ground shaking?				
iii) Seismic-related ground failure, including liquefaction?				
iv) Landslides?				
<p>The Alquist-Priolo Earthquake Fault Zoning Act was passed in 1972 to mitigate the hazard of surface faulting to structures for human occupancy. The Act's main purpose is to prevent the construction of buildings used for human occupancy on the surface trace of active faults. The law requires the State Geologist to establish regulatory zones (known as Earthquake Fault Zones) around the surface traces of active faults and to issue appropriate maps. ["Earthquake Fault Zones" were called "Special Studies Zones" prior to January 1, 1994.] According to California Department of Conservation maps, the City of Placentia is not affected by a State-established Earthquake Fault Zone. According to the General Plan, the Whittier Fault forms the northerly extension of the Elsinore Fault (a major active zone). The Whittier Fault is considered potentially active requiring appropriate construction setbacks from its surface trace. Whittier Fault is, however, at least 1,000 feet north of the City. Therefore, it is not expected to have any direct impact on land use or construction within the City. No impacts would occur related to Alquist-Priolo zones.</p>				
<p>The City is located within a seismically active region of Southern California. The region's major active faults include the San Andreas Fault, Norwalk Fault, Whittier/Elsinore Fault, Newport/Inglewood Fault, and the Sierra Madre/San Fernando, among others, are potential sources of ground shaking within the City. Due to Placentia's location with respect to the known active and potentially active faults present in Southern California, the potential for ground shaking in the City is considered generally moderate. The intensity of ground shaking would depend upon the magnitude of the earthquake, distance to the epicenter, and the geology of the area between the epicenter and the site. The General Plan concluded "the potential hazard of strong ground motion, due to seismic events along the adjacent potentially active fault zones, may be considered in the acceptable category given the mitigating construction techniques available and the numerous advantages offered by the area as a unique living environment." (Placentia General Plan, Seismic Safety Element)</p>				
<p>Any billboard signs that would be permitted under the proposed Ordinance would not be occupied, and therefore the only risk due to seismic activity would occur if the structure were to fall onto an occupied building, a person outside a building, or onto a roadway creating a traffic hazard.</p>				
<p>The City regulates all development under the requirements of the California Building Code (see PMC Chapter 20.04,</p>				

EVALUATION OF ENVIRONMENTAL IMPACTS:	Potentially Significant Impact	Potentially Significant Impact Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<p><i>California Building Code</i>). The effects of ground shaking, landslides and soil conditions (such as liquefaction) would be sufficiently mitigated through design and construction in conformance with current building codes and engineering standards. Therefore, the sign structures anticipated by the proposed Ordinance would not expose people or structures to potential substantial adverse effects involving strong seismic ground shaking. No mitigation measures are required.</p> <p>b) Result in substantial soil erosion or the loss of topsoil?</p> <p>Clearing, grading and excavation for construction associated with future digital billboards could expose soils to minimal short-term erosion by wind and water, and loss of topsoil. Grading and building plans for proposed structures would be required to include drainage and erosion control measures to minimize the impacts from erosion and sedimentation during excavation. Additionally, any project site encompassing an area of one acre or more would require compliance with a National Pollutant Discharge Elimination System (NPDES) permit and consequently the development and implementation of a Storm Water Pollution Prevention Plan (SWPPP). Required compliance with PMC Chapter 16.20, <i>Stormwater Runoff and Urban Pollutant Control</i>, as well as NPDES requirements for erosion control, grading, and soil remediation, would reduce potential impacts to a level that is less than significant. No mitigation measures are necessary.</p> <p>c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?</p> <p>The standard requirements listed under items a) and b) above would reduce potential impacts to a less than significant level. No mitigation measures are required.</p> <p>d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?</p> <p>The standard requirements listed under items a) and b) above would reduce potential impacts to a less than significant level. No mitigation measures are required.</p> <p>e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?</p> <p>No septic tanks or wastewater systems would be installed in connection with billboard structures. No mitigation measures are necessary and no impacts would occur.</p>				

VII. GREENHOUSE GAS EMISSIONS --Would the project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Responses:</u>				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?				
The CEQA Guidelines require a lead agency to make a good-faith effort based, to the extent possible, on scientific and factual data in order to describe, calculate, or estimate the amount of GHG emissions resulting from a project. They give discretion to the lead agency in whether to:				

EVALUATION OF ENVIRONMENTAL IMPACTS:	Potentially Significant Impact	Potentially Significant Impact Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<p>1) Use a model or methodology to quantify GHG emissions resulting from a project, and which model or methodology to use; and/or</p> <p>2) Rely on a qualitative analysis or performance-based standards.</p> <p>In addition, a lead agency should consider the following factors, among others, when assessing the significance of impacts from GHG emissions on the environment:</p> <ul style="list-style-type: none"> • The extent to which the project may increase or reduce GHG emissions as compared to the existing environmental setting; • Whether the project emissions exceed a threshold of significance that the lead agency determines applies to the project; and • The extent to which the project complies with regulations or requirements adopted to implement a statewide, regional, or local plan for the reduction or mitigation of GHG emissions. <p>Currently, neither the City of Placentia, the South Coast Air Quality Management District nor the State of California has adopted significance thresholds for GHG emissions.</p> <p><u>Construction Emissions</u></p> <p>During construction, emissions would be generated by gasoline- or diesel-powered construction equipment. The anticipated duration of construction is expected to be approximately 120 days at any sign location. Required compliance with Mitigation Measure AQ-1 during construction would reduce such emissions to a level that is less than significant.</p> <p><u>Operational Emissions</u></p> <p>New digital billboards would be hard-wired to the electrical system and no on-site generators would be used, therefore signs would not directly generate greenhouse gas emissions on site. Off-site generation of emissions could increase incrementally due to an increased demand for electricity from oil-, coal- or gas-powered electrical generation facilities. However, this impact would be substantially reduced by the use of energy-efficient LED lighting in new billboards, which use less energy than older lighted billboards. Greenhouse gas emissions from electrical generation facilities are also expected to decline over time as older plants are upgraded with new pollution control technology or are replaced with new plants. Installation of new digital billboards could result in a net reduction in electrical demand if existing signs were replaced with new digital billboards, as allowed by the proposed ordinance. Mitigation Measure AQ-2 would reduce emissions impacts related to electricity use to a level that is less than significant.</p> <p>During operation, occasional maintenance would involve light-duty truck traffic to each site. Maintenance vehicles are required to be licensed and must comply with state emissions regulations, therefore no significant impacts to greenhouse gas would be anticipated. No mitigation measures are required.</p> <p><i>b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?</i></p> <p>As discussed in a) above, impacts from the proposed ordinance would be mitigated to a level that is less than significant and would not conflict with any applicable plan, policy or regulation related to greenhouse gas emissions. No additional mitigation measures are necessary.</p>				
VIII. HAZARDS AND HAZARDOUS MATERIALS --Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

EVALUATION OF ENVIRONMENTAL IMPACTS:	Potentially Significant Impact	Potentially Significant Impact Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school??	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code §65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<u>Responses:</u>				
<i>a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?</i>				
During construction, flammable fuel would be used or stored on site. Existing City regulations requiring proper safety precautions would reduce this potential impact to a level that is less than significant. No hazardous materials would be expected to be used or stored on-site after completion of construction. Therefore, impacts regarding transport, use or disposal of hazardous materials would be less than significant. No mitigation measures are required.				
<i>b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?</i>				
As noted in a) above, flammable or hazardous materials would be used during construction, however standard safety protocols required under City regulations would reduce this potential impact to a level that is less than significant and no mitigation measures are required.				
<i>c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?</i>				
As noted in a) above, the types of materials typically used during construction do not pose a substantial risk, and therefore, potential impacts would be less than significant and no additional mitigation measures are required.				
<i>d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code §65962.5 and, as a result, would it create a significant hazard to the public or the environment?</i>				

EVALUATION OF ENVIRONMENTAL IMPACTS:	Potentially Significant Impact	Potentially Significant Impact Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<p>There are no sites in Placentia on the Cortese list of hazardous material sites. No impacts would occur and no mitigation measures are necessary.</p> <p>e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?</p> <p>There are no airports located within the City or in its vicinity. The nearest airport (Fullerton Municipal Airport) is located approximately 5 miles west of the City. The area affected by the proposed Ordinance is outside the Height Restriction Zone area for Fullerton Airport. Therefore, the proposed Ordinance would not result in a safety hazard related to aircraft operations. No mitigation measures are required.</p> <p>f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?</p> <p>As noted above, the nearest airport is located approximately 5 miles west of the City. The proposed Ordinance would not result in a safety hazard related to aircraft operations. No mitigation measures are required.</p> <p>g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?</p> <p>The Placentia Emergency Operations Plan (EOP) provides guidance during emergency situations associated with natural disasters, technological incidents and nuclear defense operations. Additionally, the EOP establishes the emergency organization, assigns tasks, specifies policies and general procedures, and provides for coordination of planning efforts of the various emergency staff and service elements utilizing the Standardized Emergency Management System (SEMS). The construction of digital billboards would not physically interfere with the EOP and no mitigation measures are required.</p> <p>h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?</p> <p>There are no wildland fire hazard areas in the area subject to the proposed Ordinance. No impacts would occur and no mitigation measures are required.</p>				

IX. HYDROLOGY AND WATER QUALITY -- Would the project:				
a) Violate any water quality standards or waste discharge requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

EVALUATION OF ENVIRONMENTAL IMPACTS:	Potentially Significant Impact	Potentially Significant Impact Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Otherwise substantially degrade water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
j) Inundation by seiche, tsunami, or mudflow?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<u>Responses:</u>				
a) Violate any water quality standards or waste discharge requirements?				
Short-term water quality impacts could occur during the construction of digital billboards. Grading and excavation could expose loose soil to wind and water erosion. If not controlled, the transport of these materials to local waterways would temporarily increase suspended sediment concentrations and release pollutants attached to sediment particles into local waterways. Required compliance with standard grading and building permit erosion control and water quality requirements (e.g., berms, sediment basins and traps, silt fences, straw dikes) would reduce these potential impacts to a level that is less than significant. No mitigation measures are necessary.				
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?				
Construction of digital billboards anticipated under the proposed Ordinance would not use water, or interfere with groundwater recharge. No mitigation measures are necessary.				
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?				
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially-increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?				
e) Create or contribute runoff which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?				
f) Otherwise substantially degrade water quality?				

EVALUATION OF ENVIRONMENTAL IMPACTS:	Potentially Significant Impact	Potentially Significant Impact Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<p>Digital billboards foundations would be approximately 5 feet in diameter (approximately 20 sq. ft.) and would not have a significant effect on drainage patterns or surface runoff. As noted in Section a) above, standard requirements would reduce impacts to water quality to a level that is less than significant. The proposed actions would not have any other adverse effects on water quality and no mitigation measures are necessary.</p> <p>g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?</p> <p>No new housing is proposed in connection with the ordinance. No impacts would occur.</p> <p>h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?</p> <p>i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?</p> <p>The City of Placentia is within the 500-year flood zone. Therefore, large scale flooding within the City is highly unlikely. The City does periodically experience flooding during winter weather events. The last recorded flood damage in the City occurred in 1995, when a pedestrian bridge was destroyed at Parque de los Vaqueros. Flood abatement measures to reduce the likelihood of flooding have been implemented by the Orange County Flood Control District. According to the Flood Insurance Rate Map for Orange County, the projected 100-year flood for Placentia is contained within the Carbon Creek, Carbon Creek Channel, Attwood Channel and Tri City Lake. The channels are located in the southern and southeast portion of Placentia, and no new signs would be located within these areas. Potential impacts would be less than significant and no mitigation measures are necessary.</p> <p>j) Inundation by seiche, tsunami, or mudflow?</p> <p>The proposed digital billboard sites are not located in an area that could be affected by seiche, tsunami or mudflow. No impacts would occur and no mitigation measures are necessary.</p>				

X. LAND USE AND PLANNING - Would the project:

- | | | | | |
|---|--------------------------|--------------------------|-------------------------------------|-------------------------------------|
| a) Physically divide an established community? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c) Conflict with any applicable habitat conservation plan or natural community conservation plan? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Responses:

a) Physically divide an established community?

The proposed digital billboards would be located on non-residential City-controlled property. No impacts would occur and no mitigation measures are necessary.

b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?

The proposed digital billboard sites would be located on non-residential City-controlled property in conformance with the General Plan and zoning regulations. The ordinance would be consistent with Circulation Element Policy 7 to "minimize the use of signs and billboards along arterial highways" because all future signs would be subject to review

EVALUATION OF ENVIRONMENTAL IMPACTS:	Potentially Significant Impact	Potentially Significant Impact Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<p>and approval of Development Agreements by the City Council. As the City's policy-making body, the City Council has the authority to determine whether proposed signs are in conformance with this General Plan policy. Potential impacts would be less than significant and no mitigation measures are necessary.</p>				
<p>c) Conflict with any applicable habitat conservation plan or natural community conservation plan?</p>				
<p>The area affected by the proposed Ordinance is fully urbanized and contains no habitat conservation plan or NCCP areas. No impacts would occur and no mitigation measures are necessary.</p>				
<p>XI. MINERAL RESOURCES -- Would the project:</p>				
<p>a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p><u>Responses:</u></p> <p>There are no mineral resources or recovery areas designated within the area affected by the proposed Ordinance. No impacts would occur and no mitigation measures are necessary.</p>				
<p>XII. NOISE --Would the project result in:</p>				
<p>a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p><u>Responses:</u></p> <p>a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?</p>				

EVALUATION OF ENVIRONMENTAL IMPACTS:	Potentially Significant Impact	Potentially Significant Impact Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<p>Potential noise impacts include impacts caused during construction and long-term impacts during operation.</p> <p style="text-align: center;"><i>Short-Term Construction Impacts</i></p> <p>Pursuant to Placentia Zoning Code § 23.81.170, grading and construction is only permitted between the hours of 7 a.m. and 7 p.m. Monday through Friday, and between the hours of 9 a.m. and 6 p.m. on Saturday, and is prohibited at any time on Sunday and on all federal holidays, unless other hours are approved by the chief building official or city engineer upon receipt of evidence that an emergency exists which would constitute a hazard to persons or property. Although construction noise can be disturbing to persons in close proximity, it is a temporary impact that would be anticipated to occur for not more than 120 days at each sign location. No pile driving would be permitted in connection with sign construction. Compliance with the following mitigation measure would reduce this impact to a level that is less than significant.</p> <p><u>Mitigation Measure</u></p> <p>N-1 <i>All construction shall comply with the requirements of Placentia Zoning Code § 23.81.170. No blasting or pile driving shall be permitted in connection with sign construction.</i></p> <p style="text-align: center;"><i>Long-Term Operational Impacts</i></p> <p>Digital billboards do not generate any noise. No long-term impacts would occur and no mitigation measures are required.</p> <p>b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?</p> <p>Excessive groundborne vibration is typically caused by activities such as blasting in mining operations or pile driving during construction. As required by Mitigation Measure N-1, no blasting or pile driving would occur during construction of digital signs that would be allowed under the proposed Ordinance, therefore potential impacts would be less than significant.</p> <p>c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?</p> <p>As noted under item a). above, new digital billboards would not result in a permanent increase in noise levels. No impacts would occur and no mitigation measures are necessary.</p> <p>d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?</p> <p>Temporary noise impacts would be expected to occur during construction of digital billboards allowed under the proposed Ordinance. Required compliance with the City regulations described in Mitigation Measure N-1 regarding allowable hours of construction would reduce impacts to a level that is less than significant.</p> <p>e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?</p> <p>As noted in the previous discussion in <i>Section VIII. Hazards and Hazardous Materials</i>, the area affected by the proposed Ordinance is not located near an airport, and therefore no impacts would occur. No mitigation measures are necessary.</p> <p>f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?</p> <p>As noted in the previous discussion in <i>Section VIII. Hazards and Hazardous Materials</i>, the area affected by the proposed Ordinance is not located near an airport, and therefore no impacts would occur. No mitigation measures</p>				

EVALUATION OF ENVIRONMENTAL IMPACTS:	Potentially Significant Impact	Potentially Significant Impact Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
are necessary.				
XIII. POPULATION AND HOUSING -- Would the project:				
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p><u>Responses:</u></p> <p>a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?</p> <p>The construction of digital signs that would be permitted under the proposed Ordinance would have no effect on population growth. No impacts would occur and no mitigation measures are necessary.</p> <p>b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?</p> <p>c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?</p> <p>The proposed Ordinance would not result in the displacement of housing or people since new signs would only be permitted on City property where no housing exists. No impacts would occur and no mitigation measures are necessary.</p>				
XIV. PUBLIC SERVICES				
a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Parks?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p><u>Responses:</u></p> <p>Fire protection?</p> <p>Police protection?</p> <p>Schools?</p> <p>Other public facilities?</p> <p>New digital signs that would be permitted under the proposed Ordinance would not generate additional demand for fire protection, police protection, schools or other public facilities. No impacts would occur and no mitigation</p>				

EVALUATION OF ENVIRONMENTAL IMPACTS:	Potentially Significant Impact	Potentially Significant Impact Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<p>measures are required.</p> <p>Parks?</p> <p>Sign support posts occupy only about 20 square feet of ground area. If a sign location is proposed within a park, the following mitigation measure would reduce potential impacts to a level that is less than significant.</p> <p><i>Mitigation Measures:</i></p> <p>PS-1 <i>If any digital sign is proposed within a park, it shall be located so as to minimize adverse impacts on recreational uses to the greatest extent feasible, as determined by the City Council through the approval of a Development Agreement.</i></p>				
XV. RECREATION				
<p>a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p><u>Response:</u></p> <p>a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?</p> <p>New digital signs would not increase the use of parks and recreational facilities, and no mitigation measures are necessary.</p> <p>b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?</p> <p>The proposed Ordinance does not include recreational facilities and would not require expansion of any recreational facilities. No mitigation measures are necessary.</p>				
XVI. TRANSPORTATION/TRAFFIC -- Would the project:				
<p>a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>b) Conflict with an applicable congestion management program, including but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

EVALUATION OF ENVIRONMENTAL IMPACTS:	Potentially Significant Impact	Potentially Significant Impact Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Result in inadequate emergency access?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<u>Responses:</u>				
<p>a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulating system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?</p> <p>New digital signs that would be permitted under the proposed Ordinance would not generate any traffic, other than short-term traffic during construction, or result in any changes to streets, highways or other transportation facilities, and therefore would have no impact on the performance of the circulation system. No mitigation measures are necessary.</p>				
<p>b) Conflict with an applicable congestion management program, including but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?</p> <p>New digital signs that would be permitted under the proposed Ordinance would not generate any traffic, other than short-term traffic during construction, and would have no impact on circulation system level of service or other standards for roads or highways. No mitigation measures are necessary.</p>				
<p>c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?</p> <p>New digital signs that would be permitted under the proposed Ordinance would have no effect on demand for air travel or air traffic patterns. No mitigation measures are necessary.</p>				
<p>d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?</p> <p>Digital signs visible from roadways have the potential to distract drivers and result in safety hazards; however, existing state and federal regulations and guidelines for digital billboards would ensure that the proposed signs would not cause a substantial safety hazard.</p>				
<p>The Federal Highway Administration (FHWA) has issued recommendations regarding outdoor advertising signs adjacent to highways (FHWA, 2007) and the California Department of Transportation (CalTrans) implements the permit requirements of the state Outdoor Advertising Act (<i>Business and Professions Code</i>, §§2240, et seq.) affecting the operation of digital billboards. In addition to approvals and permits from the City, a permit from Caltrans is required to place an outdoor advertising sign adjacent to a state highway. State standards relating to highway safety in the area affected by the proposed Ordinance include the following:</p> <ul style="list-style-type: none"> • Must be outside the right of way of any highway. • Display must be 500 feet from any other permitted display on same side of any highway that is a freeway. 				

EVALUATION OF ENVIRONMENTAL IMPACTS:	Potentially Significant Impact	Potentially Significant Impact Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<ul style="list-style-type: none"> An electronic changeable message center display must meet the above spacing requirements and be 1,000 feet from another electronic message center display. Maximum height for the advertising display area is 25 feet in height and 60 feet in length, not to exceed an overall maximum of 1,200 square feet. The lighting intensity of digital displays is regulated by California Vehicle Code Sec. 21466.5 <p>In addition to these state standards, the FHWA has issued recommendations regarding digital billboards, including the following:</p> <ul style="list-style-type: none"> Duration of message display of between 4 and 10 seconds, with 8 seconds recommended Transition between messages between 1 and 4 seconds, with 1-2 seconds recommended Brightness should be adjusted in response to changes in light levels so that the signs are not unreasonably bright for the safety of the motoring public. <p>The proposed Ordinance would require that all digital signs comply with CalTrans standards and FHWA recommendations. These requirements would reduce potential impacts to traffic safety to a level that is less than significant. No mitigation measures are necessary.</p> <p>e) Result in inadequate emergency access?</p> <p>During construction temporary lane closures may be necessary, which could interfere with emergency access. Mitigation Measure T-1 would reduce this impact to a level that is less than significant.</p> <p><u>Mitigation Measure:</u></p> <p><i>T-1 Prior to issuance of a building permit, the contractor shall identify any necessary temporary lane closures and appropriate methods that will be taken to ensure public safety and emergency access during construction, in a manner meeting the approval of the Building Official.</i></p> <p>f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?</p> <p>New digital signs that would be permitted under the proposed Ordinance would have no effect on the use or safety of public transit, bicycles or pedestrian facilities. During construction, Mitigation Measure T-1 would reduce potential impacts to the safety of pedestrians, bicyclists and busses to a level that is less than significant.</p>				
XVII. UTILITIES AND SERVICE SYSTEMS --Would the project:				
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

EVALUATION OF ENVIRONMENTAL IMPACTS:	Potentially Significant Impact	Potentially Significant Impact Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Comply with federal, state, and local statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<u>Responses:</u>				
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?				
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				
New digital signs that would be permitted under the proposed ordinance would have no effect on the use of water or on wastewater facilities. No mitigation measures are necessary.				
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				
New digital signs that would be permitted under the proposed ordinance would have no effect on stormwater drainage facilities. No mitigation measures are necessary.				
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?				
New digital signs that would be permitted under the proposed ordinance would not require the use of water. No mitigation measures are necessary.				
e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?				
New digital signs that would be permitted under the proposed ordinance would not generate wastewater. No mitigation measures are necessary.				
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?				
g) Comply with federal, state, and local statutes and regulations related to solid waste?				
New digital signs that would be permitted under the proposed ordinance would not generate any solid waste. No mitigation measures are necessary.				
XVIII. MANDATORY FINDINGS OF SIGNIFICANCE				
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

EVALUATION OF ENVIRONMENTAL IMPACTS:	Potentially Significant Impact	Potentially Significant Impact Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<p>the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?</p> <p>The proposed ordinance would allow the construction of digital billboard signs along the SR-57 and SR-91 freeway corridors and along primary arterials. There are no significant biological resources within this area, and mitigation measures are included to ensure that no significant impacts to historical resources would occur.</p> <p>b) Does the project have impacts that are individually limited, but cumulatively considerable? ('Cumulatively considerable' means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?</p> <p>The proposed ordinance would permit the construction of digital billboard signs along the SR-57 and SR-91 freeway corridors and along primary arterials. The existing standards established by state and federal regulations and policies, the standards contained in the proposed ordinance, and the mitigation measures described in this Initial Study would ensure that cumulative impacts would be less than significant.</p> <p>c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?</p> <p>The existing standards for digital billboards established by state and federal regulations and policies, the standards contained in the proposed ordinance, and the mitigation measures described in this Initial Study, would ensure that potential impacts on human beings would be less than significant.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REFERENCES: (all reference documents are available for public review at the City of Placentia)

California Department of Toxic Substances Control, *Cortese List* Obtained March 2013 at:
(http://www.envirostor.dtsc.ca.gov/public/search.asp?cmd=search&reporttype=CORTESE&site_type=CSITES,OPEN,FUDS,CLOSE&status=ACT,BKLG.COM&reporttitle=HAZARDOUS+WASTE+AND+SUBSTANCES+SITE+LIST)

City of Placentia *General Plan*

City Placentia *Municipal Code*.

California Department of Transportation, *Outdoor Advertising Act and Regulations*

Federal Highway Administration (FHWA), *Guidance on Off-Premise Changeable Message Signs*, September 25, 2007

2009. *The Effects of Commercial Electronic Variable Message Signs (CEVMS) on Driver Attention and Distraction: An Update*. Publication No. FHWA-HRT-09-018. U. S Department of Transportation, Federal Highway Administration, Research, Development and Technology, Turner-Fairbank Highway Research Center, McLean, VA. February. Obtained March 2013 at: www.fhwa.dot.gov/realestate/cevms.pdf

2007. *Information: Guidance on Off-Premise Changeable Message Signs*. Memorandum from Gloria M. Shepherd, Associate Administrator for Planning, Environment, and Realty, to Division Administrators, ATTN: Division Realty Professionals. U.S. Department of Transportation, Federal Highway Administration, Real Estate Division, Washington, D.C. September 25. Obtained March 2013 at:
<http://www.fhwa.dot.gov/realestate/offprmsgsnquid.htm>

NCHRP. 2009. *Safety Impacts of the Emerging Digital Display Technology for Outdoor Advertising Signs*. Prepared by Jerry Wachtel, CPE, The Veridian Group, Inc., for the American Association of State Highway and Transportation Officials (AASHTO) as part of National Cooperative Highway Research Program Project 20-07, Task 256. January. NCHRP, Transportation Research Board, Washington, D.C. Obtained March 2013 at:
<http://apps.trb.org/cmsfeed/trbnetprojectdisplay.asp?projectid=2334>

Orange County Airport Land Use Commission, *AELUP Height Restriction Zone for Fullerton Municipal Airport*, 2004

LIST OF PREPARERS:

City of Placentia

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Attachment C
Mitigation Monitoring and Reporting Program

EXHIBIT A

**Mitigation Monitoring and Reporting Program
Zoning Code Amendment 2013-03 (Digital and Static Advertising Displays)**

Mitigation Measure	Implementation Responsibility	Monitoring Responsibility	Timing	Confirmation
<p>AES-1 Prior to approval of a Development Agreement for any future digital billboard, a lighting analysis demonstrating compliance with all applicable regulations shall be submitted for review and approval by the City Engineer.</p> <p>AES-2 Prior to issuance of any building permit for a digital sign for which a development agreement has been approved, evidence shall be submitted to the City Engineer demonstrating that all required Caltrans permits have been obtained.</p>	<p>City Engineer</p>	<p>City Administrator</p>	<p>Prior to approval of any development agreement.</p>	
<p>AQ-1 <u>Fugitive Dust Control</u>. During construction, the following requirements shall be enforced to reduce fugitive dust emissions: Scheduling - Minimize repeated disturbance of any area and reduce the time period between disturbance and subsequent construction or stabilize any already disturbed areas. High Winds - Cease disturbance operations if dust control is not effective Disturbance Area - Keep disturbance operations if dust control is not effective</p>	<p>City Engineer</p>	<p>City Administrator</p>	<p>Prior to issuance of a building permit.</p>	
<p>Dust Control - Utilize dust suppression techniques, including:</p> <ul style="list-style-type: none"> a. Water exposed surfaces as needed to avoid visible dust leaving the construction site (typically 3 times/day). b. Cover all stock piles with tarps at the end of each day or as needed. c. Provide water spray during loading and unloading of earthen materials. d. Minimize in-out traffic from construction zone e. Require all trucks to maintain at least two feet of freeboard and cover all trucks hauling dirt or sand f. Sweep streets daily if visible soil material is carried out from the construction site <p>On-Site Roads - Pave as soon as possible and restrict ravel speed to 15 mph prior to paving.</p>	<p>Contractor</p>	<p>Building Official</p>	<p>During construction</p>	

EXHIBIT A

Mitigation Monitoring and Reporting Program
Zoning Code Amendment 2013-03 (Digital and Static Advertising Displays)

Mitigation Measure	Implementation Responsibility	Monitoring Responsibility	Timing	Confirmation
<p>Revegetation - Revegetate graded areas as soon as possible</p> <p>Fencing - Install perimeter fencing with wind screens</p> <ul style="list-style-type: none"> Exhaust Emissions Control. During construction, the following requirements shall be enforced to reduce equipment exhaust emissions: <ul style="list-style-type: none"> Utilize well-tuned off-road construction equipment. Establish a preference for contractors using Tier 3 or better heavy equipment. Enforce 5-minute idling limits for both on-road trucks and off-road equipment. 				
<p>AQ-2 Emissions from Electrical Power Generation Facilities. New digital signs shall minimize emissions from electrical power generation facilities through compliance with the following requirements:</p> <ul style="list-style-type: none"> No on-site generators shall be used for electrical power except as may be required for temporary maintenance and repair. New signs shall use energy-efficient LED lighting. 	Sign operator	Building Official	Ongoing during the operational life of any sign.	
<p>CUL-1 Prior to approval of a Development Agreement for any future digital billboard, a site survey shall be conducted in a manner meeting the approval of the City Engineer to determine whether the site contains any historic resources pursuant to CEQA Guidelines §15064.5. If any historic resources would be impacted, appropriate mitigation measures shall be required in a manner meeting the approval of the City Engineer.</p>	Applicant	City Engineer	Prior to approval of any Development Agreement for a digital billboard.	
<p>CUL-2 If evidence of subsurface archaeological or paleontological resources or artifacts is uncovered during excavation, work shall be halted immediately and the City Building Official shall be notified. A cultural resources investigation shall be conducted by a qualified investigator and if the find is determined to be significant, a mitigation plan shall be implemented pursuant to CEQA Guidelines §15064.5 in a manner meeting the approval of the Building Official. The Building Official shall ensure that a note describing this requirement is placed on all grading and building plans.</p>	Contractor	Building Official	During construction.	
<p>CUL-3 Should any human bone be encountered during excavation, all activity shall cease immediately and the contractor shall notify the City Building Official. The Building Official shall contact the Coroner pursuant to §§5097.98</p>	Contractor	Building Official	During construction.	

EXHIBIT A

Mitigation Monitoring and Reporting Program
Zoning Code Amendment 2013-03 (Digital and Static Advertising Displays)

Mitigation Measure	Implementation Responsibility	Monitoring Responsibility	Timing	Confirmation
and 5097.99 of the Public Resources Code relative to Native American remains. Should the Coroner determine the human remains to be Native American, the Native American Heritage Commission shall be contacted pursuant to Public Resources Code §5097.98, and a mitigation plan shall be developed and implemented pursuant to state law.				
N-1 All construction shall comply with the requirements of Placentia Zoning Code § 23.81.170. No blasting or pile driving shall be permitted in connection with sign construction.	Contractor	Building Official	During construction.	
PS-1 If any digital sign is proposed within a park, it shall be located so as to minimize adverse impacts on recreational uses to the greatest extent feasible, as determined by the City Council through the approval of a Development Agreement.	City Council	City Council	Prior to approval of a Development Agreement.	
T-1 Prior to issuance of a building permit, the contractor shall identify any necessary temporary lane closures and appropriate methods that will be taken to ensure public safety and emergency access during construction, in a manner meeting the approval of the Building Official.	Contractor	Building Official	Prior to issuance of a building permit.	



City Council/Successor Agency to the Redevelopment Agency of the City of Placentia

AGENDA REPORT

TO: CITY COUNCIL/AGENCY BOARD

VIA: CITY ADMINISTRATOR/EXECUTIVE DIRECTOR

FROM: SUCCESSOR AGENCY STAFF

DATE: DECEMBER 17, 2013

SUBJECT: **CITY LOAN TO SUCCESSOR AGENCY TO FUND CASH FLOW SHORTFALL
SINCE DISSOLUTION**

FISCAL
IMPACT: EXPENDITURES: RPTTF \$1,265,870 plus interest

SUMMARY:

Since the dissolution of the Redevelopment Agency of the City of Placentia, the Successor Agency (SA) has not had sufficient Redevelopment Property Tax Trust Fund (RPTTF) funds available to fulfill its obligations approved on the Recognized Obligation Payment Schedules (ROPS) through ROPS 13-14B period ending June 30, 2014. The estimated shortfall is \$1,265,870. The City has sufficient funds to loan the SA the shortfall total. These funds will be repaid by the SA with RPTTF funds beginning with ROPS 14-15A (July 1, 2014 thru December 31, 2014) and continue until the loan is repaid. This action approves a loan from the City to the SA to fulfill its obligations under the approved ROPS.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Adopt Resolution No. R-2013-___, A Resolution of the City Council of the City of Placentia, California, approving a loan agreement between the City of Placentia and the Successor Agency to the Redevelopment Agency of the City of Placentia in order for the Successor Agency to pay certain obligations and administrative cost.

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

1. Adopt Resolution No. RSA-2013-___, A Resolution of the City Council of the City of Placentia, California, Acting as the Successor Agency to the Redevelopment Agency of the City of Placentia, approving a loan agreement between the City of Placentia and the Successor Agency in order for the Successor Agency to pay certain obligations and administrative costs.

4.a.

December 17, 2013

DISCUSSION:

The State Legislature adopted AB X1 26 in June 2011 and AB 1484 in June 2012 (the "Legislation") relating to the dissolution of redevelopment agencies on February 1, 2012. Pursuant to the Legislation, the City elected to act as Successor Agency to the former Community Redevelopment Agency of the City of Placentia. As the Successor Agency, the City is responsible for winding down the former redevelopment agency and provides that the former redevelopment agency's "enforceable obligations" are paid. "Enforceable Obligations" include debt service on outstanding bonds, other third party contracts and a limited amount of administrative costs.

The Legislation has had a significant, perhaps unintended, impact on the former Redevelopment Agency's and on the Successor Agency's ability to pay Enforceable Obligations. Much of this impact is related to the timing of tax increment receipts and the State's assumption in drafting the Legislation that former redevelopment agency enforceable obligation payments due, and reasonable or necessary administrative costs due or incurred, prior to January 1, 2012, were to be made from property tax revenues received in the spring of 2011 property tax distribution, and from other revenues and balances transferred to the successor agency.

On July 18, 2011, the California Redevelopment Association and the League of California Cities filed a petition with the California Supreme Court (the "Court"), requesting the Court to review the constitutionality of AB X1 26. At that time, the Court issued a stay of many provisions of the Code, but did not stay the prohibition in AB X1 26 against incurring new debt. The redevelopment agency was therefore unable to formally adopt an agreement to repay the City for the advance of money required to pay the Enforceable Obligation described above. Further, since the Court had not yet ruled on the constitutionality of AB X1 26, and the Agency had "opted in" to an alternative voluntary redevelopment program in lieu of dissolution of the redevelopment agency, the former redevelopment agency and the City were assuming in good faith that the cashflow advance would be reimbursed when the former redevelopment agency received its distribution of tax increment in December 2011. With the dissolution of the redevelopment agency, the obligation to reimburse the City for this cashflow advance is now an appropriate obligation of the Successor Agency.

In June 2012, AB 1484 added Section 34173(h) to the Health & Safety Code (the "Code"), which provides the city that authorized the creation of a redevelopment agency may loan or grant funds to a Successor Agency for administrative costs, enforceable obligations, or project-related expenses at the city's discretion, but the receipt and use of these funds shall be reflected on the Recognized Obligation Payment Schedule or the administrative budget and therefore are subject to the oversight and approval of the oversight board. An enforceable obligation shall be deemed to be created for the repayment of those loans.

Further, Section 34177.3 of the Code states that successor agencies shall lack the authority to, and shall not, create new enforceable obligations or begin new redevelopment work, *except in compliance with an enforceable obligation that existed prior to June 28, 2011*, and that successor agencies may create enforceable obligations to conduct the work of winding down

the redevelopment agency, including hiring staff, acquiring necessary professional administrative services and legal counsel, and procuring insurance. The advance of money described above was used to pay the Enforceable Obligations listed above that were incurred prior to June 28, 2011.

The Legislation also requires that the Successor Agency prepare a Recognized Obligation Payment Schedule ("ROPS") for each six-month period setting forth all Enforceable Obligations of the Successor Agency. Due to lack of funding in the period of January 1 through June 30, 2012 to fund the entire project expenditures shown on the ROPS for that period, the City was once again required to provide a cashflow advance to make payments on these Enforceable Obligations. This amount of the advance was \$679,054. Since AB 1484 (which allows such advances to be approved and documented under certain circumstances) was not adopted until the end of June 2012, the Successor Agency could not enter into a reimbursement or loan agreement at the time of the expenditure. Again, after the adoption of AB 1484, the obligation to reimburse the City for this cashflow advance is now an appropriate obligation of the Successor Agency.

Due to further lack of funding in the periods July 1, 2012 through December 31, 2012 (ROPS II), January 1, 2013 to June 30, 2013 (ROPS III) and July 1, 2013 to December 31, 2013 (ROPS 13-14A) to fund the entire project expenditures shown on the ROPS for that period, the City was once again required to provide a cashflow advance to make payments on these Enforceable Obligations. This amount of the advances totaled \$221,815. Since AB 1484, which allows such advances to be approved and documented under certain circumstances, the obligation to reimburse the City for this cashflow advance is now an appropriate obligation of the Successor Agency.

Finally, the Successor Agency will face the same situation for the period January 1 through June 30, 2014 with respect to payment of a portion of its share of the lease payments. There simply will not be enough revenue available to meet all third party contracts. Therefore, the loan will include a cashflow advance component of \$365,000 for the Successor Agency's lease payment due June 15, 2014.

The City's General Fund reserves have been used to provide the cashflow requirements of the former Redevelopment Agency and Successor Agency to pay Enforceable Obligations over the last 24 months and the City currently has unencumbered funds in the Sewer Fund and the Capital Projects Fund (surplus CFD Funds) that are available to be used to make the short-term loan to the Successor Agency.

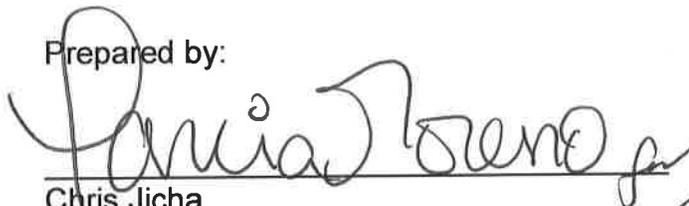
The Successor Agency recently refinanced its bond obligations and was able to reduce debt payments with respect to the outstanding 2002 Bonds, and refinance the 2009 Notes at an annual payment that is less than originally anticipated. In addition, the Successor Agency's share of lease payments is reduced by approximately \$400,000 per year beginning in 2014. The combination of these reductions in the Successor Agency's obligations going forward should provide the Successor Agency with sufficient available RPTTF to repay the cashflow loan in four (4) years.

A Loan Agreement has been prepared by the City Attorney's Office and is attached. A repayment schedule has been included in the Loan Agreement. The repayment is not subject to the restrictions of Section 34191.4(b) or 34176(e)(6)(B) of the Code and would be paid from first available RPTTF funds not required for other Enforceable Obligations. Interest on the loan shall accrue until such time as the Loan is repaid in full, at a rate equal to the interest rate applicable to funds on deposit in the Local Agency Investment Fund, compounded annually.

FISCAL IMPACT:

Proposed expenditures from the Redevelopment Property Tax Trust Fund (RPTTF) are \$1,265,870 plus interest. Funding for this loan is available in the City's Sewer Fund and Capital Projects Fund.

Prepared by:



Chris Jicha,
Staff to Successor Agency

Reviewed and approved:



Troy L. Butzlaff, ICMA-CM
City Administrator/Executive Director

Attachments:

Resolutions
Loan Agreement

RESOLUTION NO. R-2013-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA APPROVING A LOAN AGREEMENT BETWEEN THE CITY OF PLACENTIA AND THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF PLACENTIA IN ORDER FOR THE SUCCESSOR AGENCY TO PAY CERTAIN OBLIGATIONS AND ADMINISTRATIVE COSTS.

A. Recitals.

(i). On December 29, 2011, the California Supreme Court rendered its decision in *California Redevelopment Association v. Matosantos*, 53 Cal.4th 231 (2011) ("*Matosantos*"), finding California Assembly Bill xl 26 ("Dissolution Act") largely constitutional.

(ii). Pursuant to the Dissolution Act and the California Supreme Court's decision in *Matosantos*, all California redevelopment agencies, including the Redevelopment Agency of the City of Placentia ("Former Agency"), were dissolved on February 1, 2012.

(iii). The City Council of the City of Placentia ("City Council") adopted a resolution accepting for the City the role of Successor Agency to the Former Agency. As the Successor Agency, the City administers winding down the Former Agency and provides that the Former Agency's "enforceable obligations" are paid, including debt service on outstanding bonds, other third party contracts and a limited amount of administrative costs ("Administrative Cost Allowance").

(iv). The Dissolution Act was amended when the Governor of California signed Assembly Bill 1484 ("AB 1484") on June 27, 2012.

(v). The Former Agency receives tax increment to pay enforceable obligations; however, unexpended tax increment receipts are insufficient to pay all enforceable obligations.

(vi). Pursuant to California Health and Safety Code § 34173(h), the city that authorized the creation of a redevelopment agency may loan or grant funds to a successor agency for administrative costs, enforceable obligations, or project-related expenses at the city's discretion; however, the receipt and use of such funds shall be reflected on the Recognized Obligation Payment Schedule ("ROPS") or the administrative budget and

therefore are subject to the oversight and approval of the oversight board. An enforceable obligation shall be deemed to be created for the repayment of such loans.

(vii). Pursuant to California Health and Safety Code § 34177.3(a), successor agencies lack the authority to, and shall not, create new enforceable obligations under the authority of the Dissolution Act or begin new redevelopment work, except in compliance with an enforceable obligation that existed prior to June 28, 2011.

(viii). Pursuant to California Health and Safety Code § 34177.3(b), successor agencies may create enforceable obligations to conduct the work of winding down the redevelopment agency, including hiring staff, acquiring necessary professional administrative services and legal counsel, and procuring insurance.

(ix). The Successor Agency has determined that, for the period January 1 through June 30, 2016, with respect to payment of its Administrative Cost Allowance and other validly incurred expenses in that there will be insufficient revenues available from the Redevelopment Property Tax Trust Fund ("RPTTF") to meet all third party contracts and to pay administrative expenses. Therefore, the City desires to loan a cash flow advance of \$1,265,870.00 to the Successor Agency to fulfill its obligations approved on the Recognized Obligation Payment Schedules ("ROPS") through ROPS 15-16B period ending June 30, 2016.

(x). To enable the Successor Agency to meet its fiduciary responsibilities to holders of enforceable obligations and for the Successor Agency to have adequate funds for administration costs and other obligations, the City desires to loan to the Successor Agency an amount not to exceed \$1,265,870.00.

(xi). An oversight board has been established for the Successor Agency ("Oversight Board") and, subject to Oversight Board approval, the Successor Agency may enter into this Loan Agreement with the City pursuant to the authority granted by California Health and Safety Code §§ 33220, 34173(h), 34177.3 and 34180(h).

(xii). The City and the Successor Agency have determined that entering into this Loan Agreement is in the best interests of the City and the Successor Agency.

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., above.
2. The City Council hereby finds and determines that the proposed Loan Agreement and the Loan are necessary for the Successor Agency to meet its fiduciary responsibilities for the purpose of paying the obligations set forth in the Loan Agreement.
3. The City Council hereby approves: (i) the proposed Loan Agreement as an enforceable obligation under the Dissolution Act, wherein the City would provide the Loan to the Successor Agency for the purpose of paying the obligations set forth in the Loan Agreement; and (ii) the Successor Agency's repayment of the Loan from the City in each six (6) month period with a pledge of property taxes payable from the Redevelopment Property Tax Trust Fund, at an interest rate on the Loan equal to the rate applicable to funds on deposit in the Local Agency Investment Fund.
4. The City Council hereby authorizes the Mayor to execute the proposed Loan Agreement with the Successor Agency consistent with the terms of the Loan Agreement and the loan approved by this Resolution, including without limitation the City's advance of the Loan in the amount not to exceed \$1,265,870.00; and (ii) the Successor Agency's repayment of the Loan from the City in each six (6) month period with a pledge of property taxes payable from the Redevelopment Property Tax Trust Fund, at an interest rate on the Loan equal to the rate applicable to funds on deposit in the Local Agency Investment Fund.
5. This Resolution shall take effect at the time and in the manner prescribed in California Health and Safety Code § 34179(h).
6. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED and ADOPTED this 17th day of December, 2013.

SCOTT W. NELSON, MAYOR

ATTEST:

PATRICK J. MELIA, CITY CLERK

I, PATRICK J. MELIA, CITY CLERK of the CITY OF PLACENTIA DO
HEREBY CERTIFY that the foregoing Resolution No. was adopted at a
regular meeting of the City Council held on the 17th day of December,
2013 by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM:

ANDREW V. ARCZYNSKI,
CITY ATTORNEY

RESOLUTION NO. RSA-2013-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, ACTING AS THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF PLACENTIA, APPROVING A LOAN AGREEMENT BETWEEN THE CITY OF PLACENTIA AND THE SUCCESSOR AGENCY IN ORDER FOR THE SUCCESSOR AGENCY TO PAY CERTAIN OBLIGATIONS AND ADMINISTRATIVE COSTS.

A. Recitals.

(i). On December 29, 2011, the California Supreme Court rendered its decision in *California Redevelopment Association v. Matosantos*, 53 Cal.4th 231 (2011) ("*Matosantos*"), finding California Assembly Bill xl 26 ("Dissolution Act") largely constitutional.

(ii). Pursuant to the Dissolution Act and the California Supreme Court's decision in *Matosantos*, all California redevelopment agencies, including the Redevelopment Agency of the City of Placentia ("Former Agency"), were dissolved on February 1, 2012.

(iii). The City Council of the City of Placentia ("City Council") adopted a resolution accepting for the City the role of Successor Agency to the Former Agency. As the Successor Agency, the City administers winding down the Former Agency and provides that the Former Agency's "enforceable obligations" are paid, including debt service on outstanding bonds, other third party contracts and a limited amount of administrative costs ("Administrative Cost Allowance").

(iv). The Dissolution Act was amended when the Governor of California signed Assembly Bill 1484 ("AB 1484") on June 27, 2012.

(v). The Former Agency receives tax increment to pay enforceable obligations; however, unexpended tax increment receipts are insufficient to pay all enforceable obligations.

(vi). Pursuant to California Health and Safety Code § 34173(h), the city that authorized the creation of a redevelopment agency may loan or grant funds to a successor agency for administrative costs, enforceable obligations, or project-related expenses at the city's discretion; however, the receipt and use of such funds shall be reflected on the Recognized Obligation Payment Schedule ("ROPS") or the administrative budget and therefore are subject to the oversight

and approval of the oversight board. An enforceable obligation shall be deemed to be created for the repayment of such loans.

(vii). Pursuant to California Health and Safety Code § 34177.3(a), successor agencies lack the authority to, and shall not, create new enforceable obligations under the authority of the Dissolution Act or begin new redevelopment work, except in compliance with an enforceable obligation that existed prior to June 28, 2011.

(viii). Pursuant to California Health and Safety Code § 34177.3(b), successor agencies may create enforceable obligations to conduct the work of winding down the redevelopment agency, including hiring staff, acquiring necessary professional administrative services and legal counsel, and procuring insurance.

(ix). The Successor Agency has determined that, for the period January 1 through June 30, 2016, with respect to payment of its Administrative Cost Allowance and other validly incurred expenses in that there will be insufficient revenues available from the Redevelopment Property Tax Trust Fund ("RPTTF") to meet all third party contracts and to pay administrative expenses. Therefore, the City is willing to loan a cash flow advance of \$1,265,870.00 to the Successor Agency to fulfill its obligations approved on the Recognized Obligation Payment Schedules ("ROPS") through ROPS 15-16B period ending June 30, 2016.

(x). To enable the Successor Agency to meet its fiduciary responsibilities to holders of enforceable obligations and for the Successor Agency to have adequate funds for administration costs and other obligations, the City is willing to loan to the Successor Agency an amount not to exceed \$1,265,870.00.

(xi). An oversight board has been established for the Successor Agency ("Oversight Board") and, subject to Oversight Board approval, the Successor Agency may enter into this Loan Agreement with the City pursuant to the authority granted by California Health and Safety Code §§ 33220, 34173(h), 34177.3 and 34180(h).

(xii). The City and the Successor Agency have determined that entering into this Loan Agreement is in the best interests of the City and the Successor Agency.

B. Resolution.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF PLACENTIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

RESOLUTION NO. RSA-2013-

PAGE 2 OF 4

1. In all respects as set forth in the Recitals, Part A., above.

2. The Successor Agency hereby finds and determines that the proposed Loan Agreement and the Loan are necessary for the Successor Agency to meet its fiduciary responsibilities for the purpose of paying the obligations set forth in the Loan Agreement.

3. The Successor Agency hereby approves: (i) the proposed Loan Agreement as an enforceable obligation under the Dissolution Act, wherein the City would provide the Loan to the Successor Agency for the purpose of paying the obligations set forth in the Loan Agreement; and (ii) the Successor Agency's repayment of the Loan from the City in each six (6) month period with a pledge of property taxes payable from the Redevelopment Property Tax Trust Fund, at an interest rate on the Loan equal to the rate applicable to funds on deposit in the Local Agency Investment Fund.

4. The Successor Agency hereby authorizes the Chairman to execute the proposed Loan Agreement with the City consistent with the terms of the Loan Agreement and the Loan approved by this Resolution, including without limitation the City's advance of the Loan in the amount not to exceed \$1,265,870.00; and (ii) the Successor Agency's repayment of the Loan from the City in each six (6) month period with a pledge of property taxes payable from the Redevelopment Property Tax Trust Fund, at an interest rate on the Loan equal to the rate applicable to funds on deposit in the Local Agency Investment Fund.

5. This Resolution shall take effect at the time and in the manner prescribed in California Health and Safety Code § 34179(h).

6. The Secretary shall certify to the adoption of this Resolution.

PASSED, APPROVED and ADOPTED this 17th day of December, 2013.

SCOTT W. NELSON, CHAIRMAN

ATTEST:

PATRICK J. MELIA, SECRETARY

I, PATRICK J. MELIA, Secretary of the Successor Agency to the Redevelopment Agency of the City of Placentia do hereby certify that the foregoing Resolution No. was adopted at a regular meeting of the Board of Directors held on the 17th day of December, 2013 by the following vote:

AYES: BOARDMEMBERS:

NOES: BOARDMEMBERS:

ABSENT: BOARDMEMBERS:

ABSTAIN: BOARDMEMBERS:

PATRICK J. MELIA, SECRETARY

APPROVED AS TO FORM:

ANDREW V. ARCZYNSKI,
GENERAL COUNSEL

LOAN AGREEMENT
(City Advance to Successor Agency)

This Loan Agreement (“Loan Agreement”) is made and entered into as of December 17, 2013, by and between the City of Placentia, a Charter City and municipal corporation, (“City”), and the Successor Agency to the Redevelopment Agency of the City of Placentia, a public entity, duly created, validly existing and in good standing under the laws of the State of California (“Successor Agency”).

A. Recitals.

(i). On December 29, 2011, the California Supreme Court rendered its decision in *California Redevelopment Association v. Matosantos*, 53 Cal.4th 231 (2011) (“*Matosantos*”), finding California Assembly Bill x1 26 (“Dissolution Act”) largely constitutional.

(ii). Pursuant to the Dissolution Act and the California Supreme Court’s decision in *Matosantos*, all California redevelopment agencies, including the Redevelopment Agency of the City of Placentia (“Former Agency”), were dissolved on February 1, 2012.

(iii). The City Council of the City of Placentia (“City Council”) adopted a resolution accepting for the City the role of Successor Agency to the Former Agency. As the Successor Agency, the City administers winding down the Former Agency and provides that the Former Agency’s “enforceable obligations” are paid, including debt service on outstanding bonds, other third party contracts and a limited amount of administrative costs (“Administrative Cost Allowance”).

(iv). The Dissolution Act was amended when the Governor of California signed Assembly Bill 1484 (“AB 1484”) on June 27, 2012.

(v). The Former Agency receives tax increment to pay enforceable obligations; however, unexpended tax increment receipts are insufficient to pay all enforceable obligations.

(vi). Pursuant to California Health and Safety Code § 34173(h), the city that authorized the creation of a redevelopment agency may loan or grant funds to a successor agency for administrative costs, enforceable obligations, or project-related expenses at the city’s discretion; however, the receipt and use of such funds shall be reflected on the Recognized Obligation Payment Schedule (“ROPS”) or the administrative budget and therefore are subject to the oversight and approval of the oversight board. An enforceable obligation shall be deemed to be created for the repayment of such loans.

(vii). Pursuant to California Health and Safety Code § 34177.3(a), successor agencies lack the authority to, and shall not, create new enforceable obligations under the authority of the Dissolution Act or begin new redevelopment work, except in compliance with an enforceable obligation that existed prior to June 28, 2011.

(viii). Pursuant to California Health and Safety Code § 34177.3(b), successor agencies

may create enforceable obligations to conduct the work of winding down the redevelopment agency, including hiring staff, acquiring necessary professional administrative services and legal counsel, and procuring insurance.

(ix). The Successor Agency has determined that, for the period January 1 through June 30, 2013, with respect to payment of its Administrative Cost Allowance and other validly incurred expenses in that there will be insufficient revenues available from the Redevelopment Property Tax Trust Fund ("RPTTF") to meet all third party contracts and to pay administrative expenses. Therefore, the City desires to loan a cash flow advance of \$1,265,870.00 to the Successor Agency to fulfill its obligations approved on the Recognized Obligation Payment Schedules ("ROPS") through ROPS 15-16B period ending June 30, 2014.

(x). To enable the Successor Agency to meet its fiduciary responsibilities to holders of enforceable obligations and for the Successor Agency to have adequate funds for administration costs and other obligations, the City desires to loan to the Successor Agency an amount not to exceed \$1,265,870.00.

(xi). An oversight board has been established for the Successor Agency ("Oversight Board") and, subject to Oversight Board approval, the Successor Agency may enter into this Loan Agreement with the City pursuant to the authority granted by California Health and Safety Code §§ 33220, 34173(h), 34177.3 and 34180(h).

(xii). The City and the Successor Agency have determined that entering into this Loan Agreement is in the best interests of the City and the Successor Agency.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein it is agreed by and between CITY and CONSULTANT as follows:

B. Agreement.

1. In all respects as set forth in the Recitals, Part A., of this Loan Agreement.
2. The City hereby agrees to lend to the Successor Agency the principal amount of One Million Two Hundred Sixty Five Thousand Eight Hundred Seventy Dollars (\$1,265,870.00) ("Loan") for the purposes set forth herein.
3. Interest on the Loan shall accrue as of the Effective Date, continuing until such time as the Loan is repaid in full, at a rate equal to the interest rate applicable to funds on deposit in the Local Agency Investment Fund, compounded annually.
4. The Successor Agency shall use the Loan for the purpose of paying the obligations and up to the amounts as set forth in Exhibit "A," attached thereto and incorporated herein by this reference.
5. The City shall have no obligation to disburse the Loan funds to the Successor

Agency until the California Department of Finance approves this Loan Agreement or is otherwise deemed approved pursuant to the Dissolution Act or State law.

6. The Loan is an enforceable obligation of the Successor Agency payable in accordance with the payment schedule set forth and attached hereto as Exhibit "B" ("Payment Schedule") on June 1 and January 2 of each calendar year solely from property tax receipts attributed to the Former Agency's Redevelopment Projects and maintained in the RPTTF by the Orange County Auditor-Controller for the purpose of paying enforceable obligations of the Successor Agency. The repayment is not subject to the restrictions of § 34176(e)(6)(B) or 34191.4(b) of the California Health and Safety Code and would be paid from first available RPTTF funds not required for other enforceable obligations.

7. The Loan shall be set forth as an enforceable obligation of the Successor Agency on the Third ROPS, as amended, for the period from January 1, 2012 through June 30, 2012 and every ROPS thereafter until paid in full. Each payment described on the Payment Schedule shall be due and payable in full from the Successor Agency's Redevelopment Obligation Retirement Fund ("RORF") beginning with the June 1, 2014 payment to the RORF by the Orange County Auditor-Controller. However, should the Successor Agency receive insufficient funds from the RPTTF to pay all costs shown on the Third ROPS and each ROPS thereafter, then the amount due and payable on the Loan as set forth in the Payment Schedule shall equal the amount deposited into the RORF less all other costs shown on the Third ROPS and each ROPS thereafter, and the unpaid balance of any principal and interest for such ROPS period shall be due and payable in full on the next ROPS.

8. The procedure described above shall continue to be followed for each ROPS until the principal and interest due on the Loan are paid in full. Any remaining principal and interest due on the Loan as set forth in the Payment Schedule shall continue to be shown as an enforceable obligation on each ROPS until the Successor Agency has received sufficient funds to pay all principal and interest due on the Loan.

9. All Loan payments shall first be used to pay all accrued interest and then to reduce the principal balance.

10. The indebtedness of Successor Agency under this Loan Agreement shall be subordinate to the rights of the holder or holders of any existing bonds, notes or other instruments of indebtedness ("indebtedness") of the Successor Agency, including without limitation any pledge of tax increment revenues to pay any portion of the principal (and otherwise comply with the obligations and covenants) of any bond or bonds issued or sold by the Former Agency.

11. The Successor Agency shall have the right to prepay the unpaid principal and interest of the Loan, or portion thereof, at any time.

12. The Successor Agency will keep, or cause to be kept, proper books of record and accounts showing the use of the Loan funds, interest due on the Loan, Loan repayments, and principal and interest outstanding.

13. Failure by the Successor Agency to pay the principal or interest on the Loan when due and payable shall constitute a default (referred to herein as a "Default").

14. A waiver of any Default by the City shall not affect any subsequent Default or impair any rights or remedies on any subsequent default.

15. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other remedy. Every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing, at law or in equity or by statute or otherwise.

16. In entering into this Loan Agreement, the City is acting in its capacity as a Charter City, while the Successor Agency is acting in its capacity as the successor to the Former Agency; and both the City and the Successor Agency are acting pursuant to the specific authority granted by the Oversight Board and by California Health and Safety Code §§ 33220, 34173(h), 34177.3 and 34180(h) authorizing agreements between the City and the Successor Agency. In accordance therewith, the parties to this Loan Agreement are not merged.

17. Whenever in this Loan Agreement either the Successor Agency or the City is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Loan Agreement contained by or on behalf of the Successor Agency or the City shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

18. This Loan Agreement may be amended by the parties hereto but only by a written instrument signed by both parties and with the approval of the Oversight Board.

19. This Loan Agreement shall take effect upon approval by the Oversight Board and, following that approval, at the time and in the manner prescribed by California Health and Safety Code § 34179(h) ("Effective Date").

20. If any section, paragraph, sentence, clause or phrase of this Loan Agreement shall for any reason be held illegal, invalid or unenforceable, such holding shall not affect the validity of the remaining portions of this Loan Agreement. The City and the Successor Agency hereby declare that they would have adopted this Loan Agreement and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the Loan irrespective of the fact that any one or more sections, paragraphs, sentences, clauses, or phrases of this Loan Agreement may be held illegal, invalid or unenforceable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above:

SUCCESSOR AGENCY

Scott W. Nelson,
Chairman

Patrick J. Melia,
Secretary

Approved as to form:

Andrew V. Arczynski,
General Counsel

CITY

Scott W. Nelson,
Mayor

ATTEST:

Patrick J. Melia,
City Clerk

Approved as to form:

Andrew V. Arczynski,
City Attorney

EXHIBIT "A"

Payment Date	Amount Due
7/1/2013	\$204,700.00
1/1/2015	\$323,200.00
7/1/2015	\$183,200.00
1/1/2016	\$353,200.00
7/1/2016	\$201,570.00 plus interest



CITY COUNCIL/INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY

AGENDA REPORT

TO: CITY COUNCIL/AUTHORITY BOARD

FROM: CITY ADMINISTRATOR/EXECUTIVE DIRECTOR

DATE: DECEMBER 17, 2013

SUBJECT: APPROVAL OF AGREEMENT FOR ACQUISITION OF REAL PROPERTY FOR DOWNTOWN PARKING

FINANCIAL

IMPACT: APPROPRIATION OF \$300,000 IN UNALLOCATED GAS TAX FUNDS (Account #0017-3001) TO FISCAL YEAR 2013-14 CAPITAL IMPROVEMENT PROGRAM
TRANSFER OF \$300,000 FROM THE FISCAL YEAR 2013-14 CAPITAL IMPROVEMENT PROGRAM TO INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY FOR PURCHASE OF REAL PROPERTY

INTRODUCTION:

The City's Industrial Commercial Development Authority (ICDA) wishes to acquire property located at 235 S. Bradford Street (APN 393-365-15) for the purpose of constructing a public parking lot to serve the downtown business community. A 'Commercial Property Purchase Agreement' has been executed by the property owner and is now submitted for final approval by the ICDA Board of Directors. This action will approve the acquisition by the ICDA of the subject property for \$300,000, as well as a budget amendment and transfer of funds from the City's Fiscal Year 2013-14 Capital Budget in the same amount to the ICDA Capital Fund to cover the purchase of the property.

RECOMMENDATION:

It is recommended that the Authority Board take the following action:

1. Approve the Acquisition Agreement, and authorize and direct the Executive Director to execute the Commercial Property Purchase Agreement and any related documents necessary to fund and effectuate the acquisition transaction in a form acceptable to the City Attorney.

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

1. Approve Resolution R-2013-__ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2013-14 IN THE AGGREGATE AMOUNT OF \$300,000 IN COMPLIANCE WITH CITY CHARTER SECTIONS 1206 and 1209 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES; and
2. Authorize an intrafund transfer of \$300,000 from the City's Fiscal Year 2013-14 Capital Improvement Budget to the Industrial Commercial Development Authority Capital Fund to facilitate the purchase of the property.

4.b.

December 17, 2013

DISCUSSION:

There is a finite amount of public parking in the City's downtown area. Parking shortages in the downtown area mean that shoppers and visitors coming to patronize downtown businesses will likely have trouble finding parking, discouraging them from coming back; and, that people will circle around looking for parking, congesting roads and polluting the air needlessly. Moreover, the lack of available parking is a major deterrent in attracting new businesses to open in the downtown area. The planned development of a Metrolink Station in the downtown area will further exacerbate the parking shortfall in the downtown area. To secure additional parking, the City, through the former redevelopment agency and now the Industrial Commercial Development Authority (ICDA), has been working with a number of property owners in and around the downtown area to acquire land for both surface and structured parking.

The subject parcel consists of two (2) structures on a 3,841 square foot rectangular lot. The first structure, which was originally constructed in 1912 as a fire station, is a single-story stucco over wood framed structure. This structure is currently vacant. The second structure was originally constructed as a single family residence. In 1990s, the original structure was enclosed with a concrete block shell and a second floor residential dwelling unit and storage area was constructed over a two-car garage and warehouse area. The second structure is currently rented by tenants.

The overall condition of the buildings and on-site improvements ranges from fair-poor to good. Specifically, the first structure is in somewhat dilapidated condition which is judged marginally adequate for even basic storage purposes. Several non-permitted interior improvements have been made to the second structure in recent years as a means of facilitating nonconforming and apparently illegal residential use of the warehouse and second floor storage area. These improvements are substandard in nature and may pose fire/life/safety concerns.

The parcel has been appraised by an independent appraiser. The appraised value of the property as of May 3, 2013 is \$315,000.

Summary of Acquisition Agreement Terms

Staff has successfully negotiated with the property owner on the subject parcel the attached 'Commercial Property Purchase Agreement'. This Agreement includes the following key terms:

PROPERTY LOCATED AT:	235 S. Bradford Avenue, Placentia, California
ASSESSOR PARCEL NUMBER:	393-365-15
SELLERS:	Gerald Near
BUYER:	Industrial Commercial Development Authority (ICDA)
PRICE:	\$300,000, for all property interests and Seller's release of all claims for compensation arising from the property acquisition.
DEPOSIT:	\$50,000 at opening of escrow.
DUE DILIGENCE:	Phase I and II Environmental Studies completed in 2010.
ENVIRONMENTAL REMEDIATION:	None required per reports by consultant.

CLOSE OF ESCROW: Close of Escrow shall be within 30 days of execution of the agreement.

FEES AND COST: ICDA to pay all escrow charges, including title policy costs.

Acquisition of the subject property will enable the ICDA to proceed with the demolition of the existing structures, which are dilapidated and potentially non-conforming, and the construction of a public parking lot yielding 12-14 spaces. In addition, the ICDA will be able to make some additional improvements to the existing public alley between the subject property and the businesses on the north side of Santa Fe Avenue from Bradford to Main Street. These improvements include: resurfacing the alley; adding improved drainage; better lighting; and construction of a trash enclosure to accommodate the commercial trash bins that are left unsecured in the adjacent alley. Finally, the construction of additional parking in the downtown area will assist in the revitalization of the area which will generate economic growth and prosperity for the community.

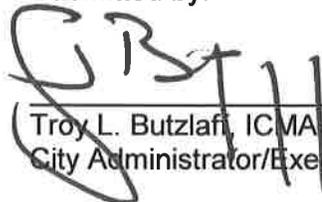
The estimated cost to demolish the existing structures is \$40,000. The cost to construct a new parking lot, including the additional improvements to the alley, is estimated at \$60,000. Staff will provide more precise cost figures for the demolition of the existing structures and construction of the public improvements once the project has been put out to bid.

Pursuant to Government Code Section 65402(a), the Planning Commission meet on December 10, 2013 and adopted a resolution finding the proposed acquisition of the property and use as a public parking to be in conformance with the City's General Plan.

Method of Financing:

The ICDA does not have capital funds to purchase this property. To facilitate the purchase of the property, a resolution authorizing a budget amendment to the Fiscal Year 2013-14 Capital Improvement Fund from unallocated Gas Tax funds is necessary. No General Funds will be used in the acquisition of the property. The funds will be transferred from the City's Capital Program to the ICDA Capital Fund to facilitate the acquisition of the property.

Submitted by:



Troy L. Butzlaff, ICMA-CM
City Administrator/Executive Director

Attachments: Agreement for Acquisition of Real Property
Resolution Authorizing Budget Transfer



**COMMERCIAL PROPERTY PURCHASE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS**
(NON-RESIDENTIAL)
(C.A.R. Form CPA, Revised 4/13)

1. OFFER: Industrial/Commercial Development Date: November 5, 2013
A. THIS IS AN OFFER FROM Authority (ICDA) of the City of Placentia ("Buyer").
 Individual(s), A Corporation, A Partnership, An LLC, An LLP, or Other

B. THE REAL PROPERTY TO BE ACQUIRED is described as 235 Bradford Avenue
Assessor's Parcel No. 393-365-15, situated in
Placentia, County of Orange, California, ("Property").

C. THE PURCHASE PRICE offered is Three Hundred Thousand (Dollars \$ 300,000.00).

D. CLOSE OF ESCROW shall occur on _____ (date) (or 30 Days After Acceptance)*

2. AGENCY: *or when renters have vacated property whichever is sooner

A. POTENTIALLY COMPETING BUYERS AND SELLERS: Buyer and Seller each acknowledge receipt of a disclosure of the possibility of multiple representation by the Broker representing that principal. This disclosure may be part of a listing agreement, buyer-representation agreement or separate document (C.A.R. Form DA). Buyer understands that Broker representing Buyer may also represent other potential buyers, who may consider, make offers on or ultimately acquire the Property. Seller understands that Broker representing Seller may also represent other sellers with competing properties of interest to this Buyer.

B. CONFIRMATION: The following agency relationships are hereby confirmed for this transaction:
Listing Agent _____ (Print Firm Name) is the agent
of (check one): the Seller exclusively; or both the Buyer and Seller.
Selling Agent _____ (Print Firm Name) (if not same
as Listing Agent) is the agent of (check one): the Buyer exclusively; or the Seller exclusively; or both the Buyer and Seller.
Real Estate Brokers are not parties to the Agreement between Buyer and Seller.

3. FINANCE TERMS: Buyer represents that funds will be good when deposited with Escrow Holder.

A. INITIAL DEPOSIT: Deposit shall be in the amount of \$ 50,000.00
(1) Buyer shall deliver deposit directly to Escrow Holder by personal check, electronic funds transfer,
 Other _____ within 3 business days after acceptance
(or Other _____);

OR (2) (If checked) Buyer has given the deposit by personal check (or _____) to
the agent submitting the offer (or to _____), made payable to
_____. The deposit shall be held uncashed until Acceptance and
then deposited with Escrow Holder (or into Broker's trust account) within 3 business days after
Acceptance (or Other _____).

B. INCREASED DEPOSIT: Buyer shall deposit with Escrow Holder an increased deposit in the amount of \$ _____
within _____ Days After Acceptance, or _____.

C. LOAN(S):
(1) FIRST LOAN in the amount of \$ _____
This loan will be conventional financing or, if checked, Seller (C.A.R. Form SFA), assumed
(C.A.R. Form PAA), subject to financing, Other _____. This
loan shall be at a fixed rate not to exceed _____ % or, an adjustable rate loan with initial
rate not to exceed _____ %. Regardless of the type of loan, Buyer shall pay points not to
exceed _____ % of the loan amount.

(2) SECOND LOAN in the amount of \$ _____
This loan will be conventional financing or, if checked, Seller (C.A.R. Form SFA), assumed
(C.A.R. Form PAA), subject to financing, Other _____. This
loan shall be at a fixed rate not to exceed _____ % or, an adjustable rate loan with initial
rate not to exceed _____ %. Regardless of the type of loan, Buyer shall pay points not to
exceed _____ % of the loan amount.

D. ADDITIONAL FINANCING TERMS: _____

E. BALANCE OF PURCHASE PRICE OR DOWN PAYMENT in the amount of \$ 250,000.00
to be deposited with Escrow Holder within sufficient time to close escrow.

F. PURCHASE PRICE (TOTAL): \$ 300,000.00

G. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Buyer (or Buyer's lender or loan broker pursuant to 3H(1)) shall,
within 7 (or _____) Days After Acceptance, Deliver to Seller written verification of Buyer's down payment and closing
costs. (If checked, verification attached.)

H. LOAN TERMS:
(1) LOAN APPLICATIONS: Within 7 (or _____) Days After Acceptance, Buyer shall Deliver to Seller a letter from lender
or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved
for any NEW loan specified in 3C above. (If checked, letter attached.)

(2) LOAN CONTINGENCY: Buyer shall act diligently and in good faith to obtain the designated loan(s). Obtaining the loan(s)
specified above is a contingency of this Agreement unless otherwise agreed in writing. Buyer's contractual obligations to obtain

Buyer's Initials (_____) (_____) Seller's Initials (_____) (_____)
© 2013, California Association of REALTORS®, Inc. Reviewed by _____ Date _____



and provide deposit, balance of down payment and closing costs are not contingencies of this Agreement.

(3) LOAN CONTINGENCY REMOVAL:

(i) Within 17 (or _____) Days After Acceptance, Buyer shall, as specified in Paragraph 17, in writing remove the loan contingency or cancel this Agreement;

OR (ii) (If checked) the loan contingency shall remain in effect until the designated loans are funded.

(4) NO LOAN CONTINGENCY (If checked): Obtaining any loan specified above is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result Buyer does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

I. APPRAISAL CONTINGENCY AND REMOVAL: This Agreement is (or, if checked, is NOT) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the specified purchase price. If there is a loan contingency, Buyer's removal of the loan contingency shall be deemed removal of this appraisal contingency (or, if checked, Buyer shall, as specified in paragraph 17B(3), in writing remove the appraisal contingency or cancel this Agreement within 17 (or _____) Days After Acceptance). If there is no loan contingency, Buyer shall, as specified in paragraph 17B(3), in writing remove the appraisal contingency or cancel this Agreement within 17 (or _____) Days After Acceptance.

J. ALL CASH OFFER (If checked): Buyer shall, within 7 (or _____) Days After Acceptance, Deliver to Seller written verification of sufficient funds to close this transaction. (If checked, verification attached.)

K. BUYER STATED FINANCING: Seller has relied on Buyer's representation of the type of financing specified (including but not limited to, as applicable, amount of down payment, contingent or non contingent loan, or all cash). If Buyer seeks alternate financing, (i) Seller has no obligation to cooperate with Buyer's efforts to obtain such financing, and (ii) Buyer shall also pursue the financing method specified in this Agreement. Buyer's failure to secure alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

4. ALLOCATION OF COSTS (If checked): Unless otherwise specified in writing, this paragraph only determines who is to pay for the inspection, test or service ("Report") mentioned; it does not determine in the report who is to pay for any work recommended or identified in the Report.

A. INSPECTIONS AND REPORTS:

- (1) Buyer Seller shall pay for sewer connection, if required by Law prior to Close Of Escrow _____
- (2) Buyer Seller shall pay to have septic or private sewage disposal system inspected _____
- (3) Buyer Seller shall pay to have domestic wells tested for water potability and productivity _____
- (4) Buyer Seller shall pay for a natural hazard zone disclosure report prepared by _____
- (5) Buyer Seller shall pay for the following inspection or report _____
- (6) Buyer Seller shall pay for the following inspection or report _____

B. GOVERNMENT REQUIREMENTS AND RETROFIT:

- (1) Buyer Seller shall pay for smoke detector installation and/or water heater bracing, if required by Law. Prior to Close Of Escrow, Seller shall provide Buyer a written statement of compliance in accordance with state and local Law, unless exempt.
- (2) Buyer Seller shall pay the cost of compliance with any other minimum mandatory government retrofit standards, inspections and reports if required as a condition of closing escrow under any Law.
- (3) Buyer Seller shall pay for installation of approved fire extinguisher(s), sprinkler(s), and hose(s), if required by Law, which shall be installed prior to Close Of Escrow. Prior to Close Of Escrow Seller shall provide Buyer a written statement of compliance, if required by Law.

C. ESCROW AND TITLE:

- (1) Buyer Seller shall pay escrow fee _____
Escrow Holder shall be Progressive Escrow Inc.
- (2) Buyer Seller shall pay for owner's title insurance policy specified in paragraph 16E _____
Owner's title policy to be issued by Orange Coast Title Company
(Buyer shall pay for any title insurance policy insuring Buyer's lender, unless otherwise agreed in writing.)

D. OTHER COSTS:

- (1) Buyer Seller shall pay County transfer tax or transfer fee _____
- (2) Buyer Seller shall pay City transfer tax or transfer fee _____
- (3) Buyer Seller shall pay Owners' Association (OA) transfer fee _____
- (4) Buyer Seller shall pay OA document preparation fees _____
- (5) Buyer Seller shall pay for _____
- (6) Buyer Seller shall pay for _____

5. CLOSING AND POSSESSION:

A. Seller-Occupied or Vacant Units: Possession shall be delivered to Buyer at 5pm or _____ AM PM, on the date of Close Of Escrow; on _____; or no later than _____ Days After Close Of Escrow. If transfer of title and occupancy do not occur at the same time, Buyer and Seller are advised to: (i) enter into a written occupancy agreement (C.A.R. Form PAA, paragraph 2); and (ii) consult with their insurance and legal advisors.

B. Tenant Occupied Units: Possession and occupancy, subject to the rights of tenants under existing leases, shall be delivered to Buyer on Close Of Escrow.

C. At Close Of Escrow, (i) Seller assigns to Buyer any assignable warranty rights for items included in the sale and (ii) seller shall deliver to buyer available Copies of warranties. Brokers cannot and will not determine the assignability of any warranties.

D. At Close Of Escrow, unless otherwise agreed in writing, Seller shall provide keys and/or means to operate all locks, mailboxes, security systems, alarms and garage door openers. If the Property is a unit in a condominium or located in a common-interest subdivision, Buyer may be required to pay a deposit to the Owners' Association ("OA") to obtain keys to accessible OA facilities.

6. SECURITY DEPOSITS: Security deposits, if any, to the extent they have not been applied by Seller in accordance with any rental agreement and current Law, shall be transferred to Buyer on Close Of Escrow. Seller shall notify each tenant, in compliance with the Civil Code.

Buyer's Initials (_____) (_____)

Seller's Initials (CP) (_____)

Reviewed by _____ Date _____



7. SELLER DISCLOSURES:

- A. **ENERGY DISCLOSURE:** Seller shall provide Buyer, at least 24 hours prior to execution of this Agreement, the Disclosure Summary Sheet, Statement of Energy Performance, Data Checklist, and the Facility Summary for the building as required by Public Resources Code Section 25402.10 and California Code of Regulations, Title 20, Sections 1680 through 1685. This requirement is effective for a building with total gross floor area square footage as follows: more than 50,000 square feet, July 1, 2013; more than 10,000 square feet and up to 50,000 square feet, January 1, 2014; and at least 5,000 square feet up to 10,000 square feet, July 1, 2014. For more information, see <http://www.energy.ca.gov/ab1103/index.html>
- B. **NATURAL AND ENVIRONMENTAL DISCLOSURES:** Seller shall, within the time specified in paragraph 17, if required by Law: (i) Deliver to Buyer earthquake guides (and questionnaire) and environmental hazards booklet; (ii) even if exempt from the obligation to provide an NHD, disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.
- C. **ADDITIONAL DISCLOSURES:** Within the time specified in paragraph 17, Seller shall Deliver to Buyer, in writing, the following disclosures, documentation and information:
 - (1) **RENTAL SERVICE AGREEMENTS:** (i) All current leases, rental agreements, service contracts, and other agreements pertaining to the operation of the Property; and (ii) a rental statement including names of tenants, rental rates, period of rental, date of last rent increase, security deposits, rental concessions, rebates, or other benefits, if any, and a list of delinquent rents and their duration. Seller represents that no tenant is entitled to any concession, rebate, or other benefit, except as set forth in these documents.
 - (2) **INCOME AND EXPENSE STATEMENTS:** The books and records, including a statement of income and expense for the 12 months preceding Acceptance. Seller represents that the books and records are those maintained in the ordinary and normal course of business, and used by Seller in the computation of federal and state income tax returns.
 - (3) **TENANT ESTOPPEL CERTIFICATES:** (If checked) Tenant estoppel certificates (C.A.R. Form TEC) completed by Seller or Seller's agent, and signed by tenants, acknowledging: (i) that tenants' rental or lease agreements are unmodified and in full force and effect (or if modified, stating all such modifications); (ii) that no lessor defaults exist; and (iii) stating the amount of any prepaid rent or security deposit.
 - (4) **SURVEYS, PLANS AND ENGINEERING DOCUMENTS:** Copies of surveys, plans, specifications and engineering documents, if any, in Seller's possession or control.
 - (5) **PERMITS:** If in Seller's possession, Copies of all permits and approvals concerning the Property, obtained from any governmental entity, including, but not limited to, certificates of occupancy, conditional use permits, development plans, and licenses and permits pertaining to the operation of the Property.
 - (6) **STRUCTURAL MODIFICATIONS:** Any known structural additions or alterations to, or the installation, alteration, repair or replacement of, significant components of the structure(s) upon the Property.
 - (7) **GOVERNMENTAL COMPLIANCE:** Any improvements, additions, alterations or repairs made by Seller, or known to Seller to have been made, without required governmental permits, final inspections, and approvals.
 - (8) **VIOLATION NOTICES:** Any notice of violations of any Law filed or issued against the Property and actually known to Seller.
 - (9) **MISCELLANEOUS ITEMS:** Any of the following, if actually known to Seller: (i) any current pending lawsuit(s), investigation(s), inquiry(ies), action(s), or other proceeding(s) affecting the Property, or the right to use and occupy it; (ii) any unsatisfied mechanic's or materialman's lien(s) affecting the Property; and (iii) that any tenant of the Property is the subject of a bankruptcy.
- C. **WITHHOLDING TAXES:** Within the time specified in paragraph 17A, to avoid required withholding Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law, (C.A.R. Form AS or QS).
- 8. **ENVIRONMENTAL SURVEY** (If checked): Within _____ Days After Acceptance, Buyer shall be provided a phase one environmental survey report paid for and obtained by Buyer Seller. Buyer shall then, as specified in paragraph 17, remove this contingency or cancel this Agreement.
- 9. **SUBSEQUENT DISCLOSURES:** In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer of which Buyer is otherwise unaware, Seller shall promptly Deliver a subsequent or amended disclosure or notice in writing, covering those items. However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies disclosed in reports ordered and paid for by Buyer.
- 10. **CHANGES DURING ESCROW:**
 - A. Prior to Close Of Escrow, Seller may only engage in the following acts, ("Proposed Changes"), subject to Buyer's rights in paragraph 17: (i) rent or lease any vacant unit or other part of the premises; (ii) alter, modify, or extend any existing rental or lease agreement; (iii) enter into, after, modify or extend any service contract(s); or (iv) change the status of the condition of the Property.
 - B. At least 7 (or _____) Days prior to any Proposed Changes, Seller shall Deliver written notice to Buyer of any Proposed Changes.
- 11. **CONDOMINIUM/PLANNED UNIT DEVELOPMENT DISCLOSURES:**
 - A. **SELLER HAS:** 7 (or _____) Days After Acceptance to disclose to Buyer whether the Property is a condominium, or located in a planned unit development or other common interest subdivision.

Buyer's Initials (_____) (_____)

Seller's Initials (*AS*) (_____)

Reviewed by _____ Date _____



B. If Property is a condominium, or located in a planned unit development or other common interest subdivision, Seller has 3 (or _____) Days After Acceptance to request from the OA (C.A.R. Form HOA): (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claim or litigation by or against the OA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of OA minutes for regular and special meetings; and (v) the names and contact information of all OA's governing the Property. (Collectively, "CI Disclosures.") Seller shall itemize and deliver to Buyer all CI Disclosures received from the OA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 17.

12. ITEMS INCLUDED AND EXCLUDED:

A. NOTE TO BUYER AND SELLER: Items listed as included or excluded in the MLS, flyers or marketing materials are not included in the purchase price or excluded from the sale unless specified in 12B or C.

B. ITEMS INCLUDED IN SALE:

- (1) All EXISTING fixtures and fittings that are attached to the Property.
- (2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar systems, built-in appliances, window and door screens, awnings, shutters, window coverings, attached floor coverings, television antennas, satellite dishes, private integrated telephone systems, air coolers/conditioners, pool/spa equipment, garage door openers/remote controls, mailbox, in-ground landscaping, trees/shrubs, water softeners, water purifiers, security systems/alarms.
- (3) A complete inventory of all personal property of Seller currently used in the operation of the Property and included in the purchase price shall be delivered to Buyer within the time specified in paragraph 17.
- (4) Seller represents that all items included in the purchase price are, unless otherwise specified, owned by Seller. Within the time specified in paragraph 17, Seller shall give Buyer a list of fixtures not owned by Seller.
- (5) Seller shall deliver title to the personal property by Bill of Sale, free of all liens and encumbrances, and without warranty of condition.
- (6) As additional security for any note in favor of Seller for any part of the purchase price, Buyer shall execute a UCC-1 Financing Statement to be filed with the Secretary of State, covering the personal property included in the purchase, replacement thereof, and insurance proceeds.

C. ITEMS EXCLUDED FROM SALE: _____

13. CONDITION OF PROPERTY: Unless otherwise agreed: (i) Property is sold (a) in its PRESENT physical ("as-is") condition as of the date of Acceptance and (b) subject to Buyer's investigation rights; (ii) The Property including pool, spa, landscaping and grounds, is to be maintained in substantially, the same condition as of the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Seller by Close Of Escrow.

A. Seller warrants that the Property is legally approved as _____ units.

B. Seller shall, within the time specified in paragraph 17, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance claims within the past five years, AND MAKE ANY AND ALL OTHER DISCLOSURES REQUIRED BY LAW.

C. Buyer has the right to inspect the Property and, as specified in paragraph 17, based upon information discovered in those inspections: (i) cancel this Agreement; or (ii) request that seller make Repairs or take other action.

14. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:

A. Buyer's acceptance of the condition of, and any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph and paragraph 17B. Within the time specified in paragraph 17B(1), Buyer shall have the right, at Buyer's expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations"), including, but not limited to, the right to: (i) inspect for lead-based paint and other lead-based paint hazards; (ii) inspect for wood destroying pests and organisms; (iii) review the registered sex offender database; (iv) confirm the insurability of Buyer and the Property; and (v) satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA). Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law.

B. Seller shall make the Property available for all Buyer Investigations. Buyer shall (i) as specified in paragraph 17B, complete Buyer Investigations and, either remove the contingency or cancel this Agreement, and (ii) give Seller, at no cost, complete Copies of all Investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.

C. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is made available to Buyer.

D. Buyer indemnity and Seller protection for entry upon property: Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs of Buyer's Investigations. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination or cancellation of this Agreement and Close Of Escrow.

15. SELLER DISCLOSURES: ADDENDA; ADVISORIES; OTHER TERMS:

A. Seller Disclosures (if checked): Seller shall, within the time specified in paragraph 17A, complete and provide Buyer with a: Seller Property Questionnaire (C.A.R. Form SPQ) OR Supplemental Contractual and Statutory Disclosure (C.A.R. Form SSD)

B. Addenda (if checked): Addendum # _____ (C.A.R. Form ADM)

Buyer's Initials (_____) (_____)

Seller's Initials (EA) (_____)

Reviewed by _____ Date _____



Property Address: 235 Bradford Avenue
Placentia, CA 92870

Date: November 5, 2013

- Wood Destroying Pest Inspection and Allocation of Cost Addendum (C.A.R. Form WPA)
 - Purchase Agreement Addendum (C.A.R. Form PAA)
 - Short Sale Addendum (C.A.R. Form SSA)
 - Buyer Intent to Exchange Supplement (C.A.R. Form BES)
 - Septic, Well and Property Monument Addendum (C.A.R. Form SWPI)
 - Other
 - Seller Intent to Exchange Supplement (C.A.R. Form SES)
- C. **Advisories (If checked):**
- Probate Advisory (C.A.R. Form PAK)
 - Trust Advisory (C.A.R. Form TA)
 - Buyer's Inspection Advisory (C.A.R. Form BIA)
 - Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
 - REO Advisory (C.A.R. Form REO)
- D. **Other Terms:** _____

16. TITLE AND VESTING:

- A. Within the time specified in paragraph 17, Buyer shall be provided a current preliminary title report, which shall include a search of the General Index, Seller shall within 7 Days After Acceptance, give Escrow Holder a completed Statement of Information. The preliminary report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of the preliminary report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 17B.
- B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except: (i) monetary liens of record unless Buyer is assuming those obligations or taking the property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.
- C. Within the time specified in paragraph 17, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- D. At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.
- E. Buyer shall receive a standard coverage owner's CLTA policy of title insurance. An ALTA policy or the addition of endorsements may provide greater coverage for Buyer. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, survey requirements, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and pay any increase in cost.

17. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).

- A. SELLER HAS: 7 (or _____) Days After Acceptance to deliver to Buyer all reports, disclosures and information for which Seller is responsible under paragraphs 4, 7A, B and C, 11A, 12B(3) and (4), 13B, 15A and B and 16. Buyer may give Seller a Notice to Seller to Perform (C.A.R. Form NSP) if Seller has not Delivered the items within the time specified.
- B. (1) BUYER HAS: 17 (or _____) Days After Acceptance, unless otherwise agreed in writing, to:
 - (i) complete all Buyer investigations; approve all disclosures, reports and other applicable information, which Buyer receives from Seller; and (ii) approve all other matters affecting the Property (including information specified in paragraph 7 and insurability of Buyer and the Property).
- (2) Within the time specified in 17B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests.
- (3) Within the time specified in 17B(1) (or as otherwise specified in this Agreement), Buyer shall Deliver to Seller either (i) a removal of the applicable contingency (C.A.R. Form CR), or (ii) a cancellation (C.A.R. Form CC) of this Agreement based upon a remaining contingency or Seller's failure to Deliver the specified items. However, if any report, disclosure or information for which Seller is responsible is not Delivered within the time specified in 17A, then Buyer has 5 (or _____) Days After Delivery of any such items, or the time specified in 17B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.
- (4) Continuation of Contingency: Even after the end of the time specified in 17B(1) and before Seller cancels this Agreement, if at all, pursuant to 17C, Buyer retains the right to either (i) in writing remove remaining contingencies, or (ii) cancel this Agreement based upon a remaining contingency or Seller's failure to Deliver the specified items. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to 17C(1).

C. SELLER RIGHT TO CANCEL:

- (1) Seller right to Cancel; Buyer Contingencies: If, within the time specified in this Agreement, Buyer does not, in writing, Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP) may cancel this Agreement. In such event, Seller shall authorize return of Buyer's deposit.
- (2) Seller right to Cancel; Buyer Contract Obligations: Seller, after first Delivering to Buyer a NBP may cancel this Agreement for any of the following reasons: (i) if Buyer fails to deposit funds as required by 3A or 3B; (ii) if the funds deposited pursuant to 3A or 3B are not good when deposited; (iii) if Buyer fails to provide a letter as required by 3H; (iv) if Buyer fails to provide verification as required by 3G or 3J; or (v) if Seller reasonably disapproves of the verification provided by 3G or 3J. In such event, Seller shall authorize return of Buyer's deposit.
- (3) Notice To Buyer To Perform: The NBP shall: (i) be in writing; (ii) be signed by Seller; and (iii) give Buyer at least 2 (or _____) Days After Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A NBP may not be Delivered any earlier than 2 Days Prior to the expiration of the applicable time for Buyer to remove a contingency or cancel this Agreement or meet an obligation specified in 17C(2).

Buyer's Initials (_____) (_____)

Seller's Initials (HR) (_____)

CPA REVISED 4/13 (PAGE 5 OF 10)

Reviewed by _____ Date _____



- D. **EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES:** If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in a separate written agreement between Buyer and Seller, Buyer shall with regard to that contingency or cancellation right conclusively be deemed to have: (i) completed all Buyer investigations, and review of reports and other applicable information and disclosures pertaining; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for Repairs or corrections, or for inability to obtain financing.
- E. **CLOSE OF ESCROW:** Before Seller or Buyer may cancel this Agreement for failure of the other party to close escrow pursuant to this Agreement, Seller or Buyer must first Deliver to the other a demand to close escrow (C.A.R. Form DCE).
- F. **EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, Buyer and Seller agree to Sign mutual instructions to cancel the sale and escrow and release deposits, if any, to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Release of funds will require mutual Signed release instructions from Buyer and Seller, judicial decision or arbitration award. A Buyer or Seller may be subject to a civil penalty of up to \$1,000 for refusal to sign such instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1057.3).
- 18. **REPAIRS:** Repairs shall be completed prior to final verification of condition unless otherwise agreed in writing. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of receipts and statements to Buyer prior to final verification of condition.
- 19. **ENVIRONMENTAL HAZARD CONSULTATION:** Buyer and Seller acknowledge: (i) Federal, state, and local legislation impose liability upon existing and former owners and users of real property, in applicable situations, for certain legislatively defined, environmentally hazardous substances; (ii) Broker(s) has/have made no representation concerning the applicability of any such Law to this transaction or to Buyer or to Seller, except as otherwise indicated in this Agreement; (iii) Broker(s) has/have made no representation concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property; and (iv) Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property.
- 20. **AMERICANS WITH DISABILITIES ACT:** The Americans With Disabilities Act ("ADA") prohibits discrimination against individuals with disabilities. The ADA affects almost all commercial facilities and public accommodations. The ADA can require, among other things, that buildings be made readily accessible to the disabled. Different requirements apply to new construction, alterations to existing buildings, and removal of barriers in existing buildings. Compliance with the ADA may require significant costs. Monetary and injunctive remedies may be incurred if the Property is not in compliance. A real estate broker does not have the technical expertise to determine whether a building is in compliance with ADA requirements, or to advise a principal on those requirements. Buyer and Seller are advised to contact an attorney, contractor, architect, engineer or other qualified professional of Buyer's or Seller's own choosing to determine to what degree, if any, the ADA impacts that principal or this transaction.
- 21. **FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final inspection of the Property within 5 (or _____) Days Prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 13; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).
- 22. **PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are a current lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are a current lien but not yet due. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller. TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.
- 23. **SELECTION OF SERVICE PROVIDERS:** Brokers do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Broker or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
- 24. **MULTIPLE LISTING SERVICE/PROPERTY DATA SYSTEM:** If Broker is a participant of a Multiple Listing Service ("MLS") or Property Data System ("PDS"), Broker is authorized to report to the MLS or PDS a pending sale and, upon Close Of Escrow, the terms of this transaction to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS or PDS.
- 25. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
- 26. **ATTORNEY FEES:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 34A.
- 27. **DEFINITIONS:** As used in this Agreement:
 - A. "Acceptance" means the time the offer or final counter offer is accepted in writing by a party and is delivered to and personally received by the other party or that party's authorized agent in accordance with the terms of this offer or a final counter offer.

Buyer's Initials (_____) (_____)

Seller's Initials (AS) (_____)

Reviewed by _____ Date _____



- B. "C.A.R. Form" means the specific form referenced or another comparable form agreed to by the parties.
 - C. "Close Of Escrow" means the date the grant deed, or other evidence of transfer of title, is recorded.
 - D. "Copy" means copy by any means including photocopy, NCR, facsimile and electronic.
 - E. "Days" means calendar days. However, after Acceptance, the last Day for performance of any act required by this Agreement (including Close Of Escrow) shall not include any Saturday, Sunday, or legal holiday and shall instead be the next Day.
 - F. "Days After" means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59 PM on the final day.
 - G. "Days Prior" means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
 - H. "Deliver", "Delivered" or "Delivery", regardless of the method used (i.e. messenger, mail, email, fax, other), means and shall be effective upon (i) personal receipt by Buyer or Seller or the individual Real Estate Licensee for that principal as specified in paragraph D of the section titled Real Estate Brokers on page 10;
 - OR (ii) if checked, per the attached addendum (C.A.R. Form RDN).
 - I. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other.
 - J. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
 - K. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
 - L. "Signed" means either a handwritten or electronic signature on an original document, Copy or any counterpart.
28. **ASSIGNMENT:** Buyer shall not assign all or any part of Buyer's interests in this Agreement without first having obtained the written consent of Seller. Such consent shall not be unreasonably withheld, unless otherwise agreed in writing. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement.
29. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon, and inure to the benefit of, Buyer and Seller and their respective successors and assigns, except as otherwise provided herein.
30. **COPIES:** Seller and Buyer each represent that Copies of all reports, documents, certificates, approvals and other documents that are furnished to the other are true, correct and unaltered Copies of the original documents, if the originals are in the possession of the furnishing party.
31. **BROKERS:**
- A. **BROKER COMPENSATION:** Seller or Buyer, or both, as applicable, agrees to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.
 - B. **BROKERAGE:** Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as specified in this Agreement, in connection with any act relating to the Property, including, but not limited to, inquiries, introductions, consultation and negotiations leading to this Agreement. Buyer and Seller each agree to indemnify, defend, and hold the other, the Brokers specified herein and their agents, harmless from and against any costs, expenses or liability for compensation claimed inconsistent with the warranty and representations in this paragraph.
 - C. **SCOPE OF BROKER DUTY:** Buyer and Seller acknowledge and agree that: Brokers: (i) do not decide what price Buyer should pay or Seller should accept; (ii) do not guarantee the condition of the Property (iii) do not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) shall not be responsible for identifying defects that are not known to Brokers(s); (v) shall not be responsible for inspecting public records or permits concerning the title or use of the Property; (vi) shall not be responsible for identifying location of boundary lines or other items affecting title; (vii) shall not be responsible for verifying square footage, representations of others or information contained in inspection reports, MLS or PDS, advertisements, flyers or other promotional material, unless otherwise agreed in writing; (viii) shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller in the course of this representation; and (ix) shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.
32. **JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER**
- A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any relating counter offers and addenda, and any additional mutual instructions to close the escrow: 1, 3, 4, 6, 7C, 15B and D, 16, 17F, 22, 27, 31A, 32, 37, 40 and paragraph D of the section titled Real Estate Brokers on page 10. If a Copy of the separate compensation agreement(s) provided for in paragraph 31A, or paragraph D of the section titled Real Estate Brokers on page 10 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out of Buyer's or Seller's funds, or both, as applicable, the respective Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not specifically referenced above in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions directly from Escrow Holder and will execute such provisions upon Escrow Holder's request. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow.
 - B. A Copy of this Agreement shall be delivered to Escrow Holder within 3 business days after Acceptance (or _____). Escrow holder shall provide Seller's Statement of Information to Title company when received from Seller. Buyer and Seller

Buyer's Initials (_____) (_____)

Seller's Initials (LSM) (_____)

Reviewed by _____ Date _____



235 Bradford Avenue

Property Address: Placentia, CA 92870

Date: November 5, 2013

authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs the Agreement.

- C. Brokers are a party to the Escrow for the sole purpose of compensation pursuant to paragraph 31A and paragraph D of the section titled Real Estate Brokers on page 10. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 31A, respectively, and irrevocably instructs Escrow Holder to disburse those funds to Brokers at Close Of Escrow, or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement. Escrow Holder shall immediately notify Brokers: (i) if Buyer's initial or any additional deposit is not made pursuant to this Agreement or is not good at time of deposit with Escrow Holder; or (ii) if either Buyer or Seller instruct Escrow Holder to cancel escrow.
- D. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 2 business days after mutual execution of the amendment.

33. **LIQUIDATED DAMAGES:** If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. Buyer and Seller agree that this amount is a reasonable sum given that it is impractical or extremely difficult to establish the amount of damages that would actually be suffered by Seller in the event Buyer were to breach this Agreement. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award.

Buyer's Initials _____ / _____ Seller's Initials _____ / _____

34. **DISPUTE RESOLUTION:**

A. **MEDIATION:** Buyer and Seller agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. Buyer and Seller also agree to mediate any disputes or claims with Broker(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED. Exclusions from this mediation agreement are specified in paragraph 34C.

B. **ARBITRATION OF DISPUTES:**

Buyer and Seller agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. Buyer and Seller also agree to arbitrate any disputes or claims with Broker(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the parties mutually agree to a different arbitrator. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 34C.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials _____ / _____ Seller's Initials EP / _____

C. **ADDITIONAL MEDIATION AND ARBITRATION TERMS:**

(1) **EXCLUSIONS:** The following matters shall be excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation and arbitration provisions.

(2) **BROKERS:** Brokers shall not be obligated or compelled to mediate or arbitrate unless they agree to do so in writing. Any Broker(s) participating in mediation or arbitration shall not be deemed a party to the Agreement.

Buyer's Initials (_____) (_____)

Seller's Initials (EP) (_____)

Reviewed by _____ Date _____



235 Bradford Avenue

Property Address: Placentia, CA 92870

Date: November 5, 2013

35. **GOVERNING LAW:** This Agreement shall be governed by the Laws of the state of California.
36. **TERMS AND CONDITIONS OF OFFER:** This is an offer to purchase the Property on the above terms and conditions. The liquidated damages paragraph or the arbitration of disputes paragraph is incorporated in this Agreement if initiated by all parties or if incorporated by mutual agreement in a counter offer on addendum. If at least one but not all parties initial, a counter offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing.
37. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**
38. **AUTHORITY:** Any person or persons signing this Agreement represent(s) that such person has full power and authority to bind that person's principal, and that the designated Buyer and Seller has full authority to enter into and perform this Agreement. Entering into this Agreement, and the completion of the obligations pursuant to this contract, does not violate any Articles of Incorporation, Articles of Organization, By Laws, Operating Agreement, Partnership Agreement or other document governing the activity of either Buyer or Seller.
39. **EXPIRATION OF OFFER:** This offer shall be deemed revoked and the deposit shall be returned, unless the offer is Signed by Seller, and a Copy of the Signed offer is personally received by Buyer, or by _____ (date), at _____ (date), at _____ (date), at _____ (date) AM (date) PM.

Buyer has read and acknowledges receipt of a Copy of the offer and agrees to the above confirmation of agency relationships.

Buyer Industrial/Commercial Development Authority (ICDA) of the City of Placentia
 By _____ Date _____
 Print name _____
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ E-mail _____

Buyer _____
 By _____ Date _____
 Print name _____
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ E-mail _____

Notice Address, If Different _____
 Additional Signature Addendum attached (C.A.R. Form ASA).

40. **ACCEPTANCE OF OFFER:** Seller warrants that Seller is the owner of the Property, or has the authority to execute this Agreement. Seller accepts the above offer, agrees to sell the Property on the above terms and conditions, and agrees to the above confirmation of agency relationships. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to deliver a Signed Copy to Buyer.
 (If checked) **SUBJECT TO ATTACHED COUNTER OFFER, DATED** _____

Seller _____
 By Gerald A. Near Date 11/18/13
 Print name GERALD A. NEAR
 Address 2831 LERONWOOD CT City FULLERTON State CA Zip 92835
 Telephone 714 987 3124 Fax _____ E-mail gnear@mail.com

Seller _____
 By _____ Date _____
 Print name _____
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ E-mail _____

Notice Address, If Different _____
 Additional Signature Addendum attached (C.A.R. Form ASA).

(_____ / _____) **Confirmation of Acceptance:** A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent on (date) _____ at _____ (Initials) _____ at _____ AM (date) PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred.

Buyer's Initials (_____) (_____)

Seller's Initials (GN) (_____)

Reviewed by _____ Date _____



235 S. Bradford

235 Bradford Avenue

Property Address: Placentia, CA 92870

Date: November 5, 2013

REAL ESTATE BROKERS:

- A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.
- B. Agency relationships are confirmed as stated in paragraph 2 above.
- C. If specified in paragraph 3A(2), Agent who submitted offer for Buyer acknowledges receipt of deposit.
- D. **COOPERATING BROKER COMPENSATION:** Listing Broker agrees to pay Cooperating Broker (Selling Firm) and Cooperating Broker agrees to accept, out of Listing Broker's proceeds in escrow: (i) the amount specified in the MLS or PDS, provided Cooperating Broker is a Participant of the MLS or PDS in which the property is offered for sale or a reciprocal MLS or PDS; or (ii) (if checked) the amount specified in a separate written agreement (C.A.R. Form CBC) between Listing Broker and Cooperating Broker. Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.

Real Estate Broker (Selling Firm) _____ BRE Lic. # _____

By _____ BRE Lic. # _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

Real Estate Broker (Listing Firm) _____ BRE Lic. # _____

By _____ BRE Lic. # _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, a deposit in the amount of \$ 50,000.00), counter offer(s) numbered _____ and Other _____,

_____ and agrees to act as Escrow Holder subject to paragraph 32 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions, if any.

Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is _____

Escrow Holder Progressive Escrow Inc Escrow # _____

By Barbara Waites Date _____

Address 400 W. Lambert Road #H, Brea, California 92821

Phone/Fax/E-mail 714 529 2941 /barbara@progressive-escrow.com

Escrow Holder is licensed by the California Department of Corporations, Insurance, Real Estate. License # _____

PRESENTATION OF OFFER: (_____) Listing Broker presented this offer to Seller on _____ (date).
Broker or Designee Initials _____

REJECTION OF OFFER: (_____) (_____) No counter offer is being made. This offer was rejected by Seller on _____ (date).
Seller's Initials _____

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CPA REVISED 4/13 (PAGE 10 OF 10)

Reviewed by _____ Date _____

COMMERCIAL PROPERTY PURCHASE AGREEMENT (CPA PAGE 10 OF 10)



235 S. Bradford

RESOLUTION NO. R-2013-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2013/14 IN THE AGGREGATE AMOUNT OF \$300,000.00 IN COMPLIANCE WITH CITY CHARTER §§ 1206 AND 1209 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES.

A. Recitals

(i). The adopted budget for the 2013/14 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 2013/14, Resolution No. R-2013-33, as heretofore amended, hereby is amended to reflect the following transfer of funds from the Account specified to the Account specified:

Fund	Description	Department	GL Acct. #	Increase (Decrease)
Capital Proj	Land	Public Works	333552-6710	300,000.00
Capital Proj	Fund Balance	Public Works	0033-3001	(300,000.00)
Gas Tax	Transfer-Out	Public Works	170000-6950	300,000.00
Gas Tax	Fund Balance	Public Works	0017-3001	(300,000.00)
				\$ 0

PASSED, ADOPTED AND APPROVED this 17th day of December, 2013.

SCOTT NELSON, MAYOR

Attest:

PATRICK J. MELIA, CITY CLERK

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 17th day of December, 2013 by the following vote:

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

PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM:

ANDREW V. ARCZYNSKI, CITY ATTORNEY



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY CLERK

DATE: DECEMBER 17, 2013

SUBJECT: ANNUAL CITY COUNCIL APPOINTMENTS TO VARIOUS INTERGOVERNMENTAL AGENCIES, ASSOCIATIONS, AND CITY SUBCOMMITTEES

FISCAL
IMPACT: NONE

SUMMARY:

The City Council Members represent the City on various intergovernmental agencies, associations, and City Subcommittees that consider policy and legislation that directly affects the City. These appointments are reviewed and modified annually following the reorganization of the City Council and/or swearing in of new Council Members.

RECOMMENDATION:

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

1. Review the attached list of current appointments to the various intergovernmental agencies, associations, and City Subcommittees and make appointments as desired; and
2. Adopt Resolution No. R-2013-___, A Resolution of the City Council of the City of Placentia, California, designating and appointing its representative and alternate to the Orange County Fire Authority's Board of Directors; and
3. Direct Staff to notify the various intergovernmental agencies, associations, and City Subcommittees of the Council's decision.

DISCUSSION:

Each year after City Council reorganization and/or swearing in of new Council Members, the Mayor and City Council must consider appointments to numerous intergovernmental agencies, associations, and City Subcommittees.

The Fair Political Practices Commission ("FPPC") has modified its interpretation of the Political Reform Act ("Act") regarding financial interests to include income from governmental agencies. Attached is a list of current members that represent the City on outside boards for which compensation is provided. Staff recommends that the individual Council Member being

4.c.

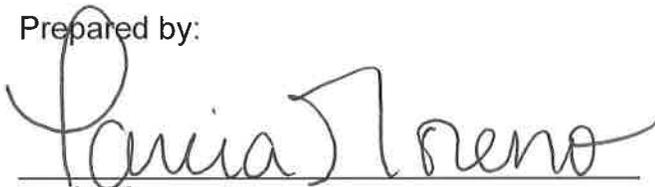
December 17, 2013

considered for an appointment as either a delegate or alternate abstain from such item and for the Council to vote on the matter separately and not by unanimous consent. In addition, per the Orange County Fire Authority Board of Directors Joint Powers Agreement, the City must designate and appoint by resolution one (1) representative to act as its Director and one (1) alternate representative to act in the absence of the Director. It should be noted that the vast majority of these appointments require that a sitting City Council Member be appointed.

FISCAL IMPACT:

None

Prepared by:



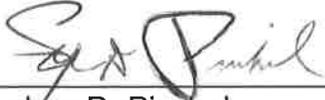
Tania Moreno
Deputy City Clerk, CMC

Reviewed and approved:



Troy L. Butzlaff, ICMA-CM
City Administrator

Reviewed and approved:



Stephen D. Pischel
Director of Administrative Services/
Community Services

Attachments:

Appointments to Intergovernmental Agencies, Associations, and City Subcommittees
Resolution No. R-2013-__

MAYORAL APPOINTMENTS
Intergovernmental Agencies, Associations, and City Subcommittees
January – December 2013

BOARD NAME	MEETING INFORMATION	DELEGATE	ALTERNATE	STAFF LIAISON
Orange County Fire Authority Board of Directors www.ocfa.org 714-573-6041 Stipend \$100 per meeting per day, with a maximum of \$300 per month for voting member	4 th Thurs. of each month (bi-monthly) 6:30 p.m. <u>Meeting Location:</u> Regional Fire Operations and Training Center Board Room 1 Fire Authority Road Irvine, CA 92602 <u>FORM 700:</u> Appointees file an original directly with OCFA	Joseph V. Aguirre	Chad P. Wanke	
League of California Cities Orange County Division General Monthly Meetings www.occities.org 714-972-0077	2 nd Thursday of each month, 5:30 p.m. <u>Meeting Location:</u> Various locations in Orange County <u>Mailing Address:</u> 600 W. Santa Ana Blvd., Suite 214 Santa Ana, California 92701-	Scott W. Nelson	Jeremy B. Yamaguchi	
City Selection Committee www.occities.org 714-972-0077	2 nd Thursday of each month (as called) 5:30 pm <u>Meeting Location:</u> Various locations in Orange County <u>Mailing address:</u> 600 S. Main Street, Suite 940 Orange, CA 92868 Attn. Kenneth Piguee	Scott W. Nelson	Jeremy B. Yamaguchi	
Association of California Cities – OC C/O City of Dana Point	Schedule and location to be announced <u>Mailing Address:</u> 32565 B Golden Lantern, #315 Dana Point, CA 92629	TBD	TBD	
Orange County Sanitation District www.ocsd.com 714-593-7130 Stipend: \$212.50/meeting, max. 6 meetings/month	4 th Wednesday of each month 6:30 p.m. <u>Meeting Location:</u> OCSD Administrative Offices 10844 Ellis Avenue Fountain Valley, CA 92708	Scott W. Nelson	Constance M. Underhill	
Orange County Vector Control District Board of Trustees www.ocvcd.org 714-971-2421 Stipend: \$100/month in lieu of travel (no meeting, no pay)	3 rd Thursday of each month 3:00 p.m. <u>Meeting Location:</u> OCVCD Office 13001 Garden Grove Blvd. Garden Grove, CA 92843 <u>FORM 700:</u> Appointees file an original directly with OCVCD	Constance M. Underhill Two Year Term 12/18/2014	None (Not needed)	
Santa Ana River Flood Protection Agency 714-834-5142	4 th Thursday (odd numbered months) 4:00 p.m. <u>Meeting Location:</u> Orange County Water District, 18700 Ward Street, Fountain Valley, CA 92708	Jeremy B. Yamaguchi	Chad P. Wanke	
Southern California Association of Governments www.scag.ca.gov 213-236-1800 Stipend: \$120/reimbursement for mileage	1 st Thursday of each month 8:00 a.m. – 2:00 p.m. (depending on the particular committee) <u>Meeting Location:</u> 818 W. Seventh Street, 12 th floor Los Angeles, CA 90017 <u>FORM 700:</u> Appointees file an original directly with SCAG	Scott W. Nelson	Jeremy B. Yamaguchi	
Placentia Community Foundation	Called meetings <u>Meeting Location:</u> City Hall	Mayor – Scott W. Nelson Treasurer – Craig S. Green City Council Member – Constance M. Underhill		Administration
Downtown Parking Structure and Retail Development Subcommittee (INTERNAL COMMITTEE)		Joseph V. Aguirre	Constance M. Underhill	
Finance and Investment Committee (INTERNAL COMMITTEE)	Meetings are held quarterly <u>Meeting Location:</u> City Hall	Scott W. Nelson	Joseph V. Aguirre	
Financial Audit Oversight Subcommittee		Constance M. Underhill	Scott W. Nelson	

(INTERNAL COMMITTEE)				
Heritage Festival Committee (INTERNAL COMMITTEE)	2 nd Wed. of each month (except December) 7:00 p.m. City Hall Community Meeting Room	Jeremy B. Yamaguchi	Joseph V. Aguirre	Community Services Department
Recycling Committee (INTERNAL COMMITTEE)	Called meetings <u>Meeting Location:</u> City Hall	Chad P. Wanke	Constance M. Underhill	Administration
Yorba Linda Water District Subcommittee		City Council Member- Scott W. Nelson City Council Member- Chad P. Wanke City Administrator Troy L. Butzlaff		

DESCRIPTION OF INTERGOVERNMENTAL AGENCIES, ASSOCIATIONS, AND CITY SUBCOMMITTEES

Orange County Fire Authority

The Orange County Fire Authority Board of Directors has twenty-four members. Twenty-two of the members represent partner cities, and two members represent the county unincorporated area. The Board established an Executive Committee, which meets monthly - usually on the fourth Thursday of the month at 6:00 p.m. The Board also established a standing Budget and Finance Committee to address finance and budget policy issues, which also meets monthly - usually on the second Wednesday of the month. The Chair of the Board, on an annual or as needed basis, makes appointments to the Committee.

League of California Cities, Orange County Division, General Monthly Meetings

A core function of the Division is to hold periodic meetings of city officials for the purpose of promoting governmental efficiency and information sharing on current issues. The Division aims to foster and disseminate knowledge relating to municipal government and to generate greater interest and more active civic consciousness among members. As a regional division of the League of California Cities (League), it seeks to assist the latter in the formulation of policy protecting local control. It actively advocates the policies and positions of its members where there is broad consensus, and advises legislative representatives and related agencies of those positions.

League of California Cities, Orange County Division, City Selection Committee

The City Selection Committee of Orange County is not a subset of the Division, but is a state mandated committee with its own set of County appointments that are different from Division appointments. The City Selection Committee is a subset of the County of Orange, and is a committee comprised of city Mayors only. Appointees of the committee may, however, be mayors or council members, depending on specifications.

Orange County Sanitation District

The Orange County Sanitation District (OCSD) is a special district established by the California State legislature and governed by a 25-member board of directors. The directors are comprised of elected representatives for each of the sewer agencies or cities within OCSD's 471 square mile service area.

Orange County Vector Control District

The Orange County Vector Control District (OCVCD) is a special district and is one of over 100 agencies statewide specifically dedicated to protecting public health by controlling rats, flies, mosquitoes, fire ants and other vector related problems. Operation of the District is overseen by a Board of Trustees comprised of 35 members, each appointed by their city of residence (34) with one member representing the County. The Trustees are appointed for terms of two or four years.

Santa Ana River Flood Protection Agency

The Santa Ana River Flood Protection Agency (SARFPA) was formed on November 25, 1974 to support the Santa Ana River Mainstem Project. As a joint powers agency, SARFPA's primary function is to seek congressional authorization and appropriations for the Santa Ana River Mainstem Project. The agency provides Orange County citizens with information on the Santa Ana River flood threat and supports, on their behalf, the need for flood control improvements. The Santa Ana River Mainstem Project involves the construction of flood Control improvements for the communities of Orange, Riverside and San Bernardino Counties. Its main features include the construction of the Seven Oaks Dam in San Bernardino County,

Prado Dam Improvements in Riverside County and the Lower Santa Ana River Channel Improvements in Orange County.

Southern California Association of Governments

Over the past four decades, the Southern California Association of Governments has evolved as the largest of nearly 700 councils of government in the United States, functioning as the Metropolitan Planning Organization for six counties: Los Angeles, Orange, San Bernardino, Riverside, Ventura and Imperial. The region encompasses a population exceeding 18 million persons in an area of more than 38,000 square miles. As the designated Metropolitan Planning Organization, the Association of Governments is mandated by the federal government to research and draw up plans for transportation, growth management, hazardous waste management, and air quality. Additional mandates exist at the state level.

Yorba Linda Water District Subcommittee

RESOLUTION NO. R-2013-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, DESIGNATING AND APPOINTING ITS REPRESENTATIVE AND ALTERNATE TO THE ORANGE COUNTY FIRE AUTHORITY BOARD OF DIRECTORS.

A. Recitals.

(i). The City of Placentia, as a "member" of the Orange County Fire Authority Joint Powers Authority ("JPA") is entitled to appoint a representative Director ("Director") and alternate to the Orange County Fire Authority Board of Directors.

(ii). Each member agency, by resolution of its governing body, shall designate and appoint one (1) representative to act as its Director on the Authority Board of Directors, except the County whose Board of Supervisors shall appoint two (2) representatives to act as its Directors.

(iii). Each Director shall be a current elected member of the governing body.

(iv). Each Director shall hold office until the selection of a successor by the appointing body.

(v). Each member agency shall also appoint an alternate representative to act in each Director's absence.

(vi). Each alternate shall be a current elected member of the member agency's governing body.

(vii). Each Director and alternate is to serve at the pleasure of his or her appointing body and may be removed at any time, with or without cause, at the sole discretion of that appointing body.

(viii). Any vacancy shall be filled in the same manner as the original appointment of a Director and/or alternate.

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.

The City Council of the City of Placentia, California, hereby designates and appoints (Insert Name) as Director and (Insert Name) as alternate to the Orange County Fire Authority Board of Directors.

PASSED, ADOPTED AND APPROVED this 17th day of December, 2013.

SCOTT W. NELSON, MAYOR

ATTEST:

PATRICK J. MELIA, CITY CLERK

I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Placentia, held on the 17th day of December, 2013, by the following vote:

AYES: None

NOES: None

ABSENT: None

ABSTAIN: None

PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM:

ANDREW V. ARCZYNSKI, CITY ATTORNEY