



Regular Meeting Agenda

February 4, 2014

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

Phone: (714) 993-8117

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Website: www.placentia.org

Mission Statement

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

Vision Statement

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

Copies of all agenda materials are available for public review in the Office of the City Clerk, online at www.placentia.org, 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
FEBRUARY 4, 2014
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(d)(2) for Conference with Legal Counsel Regarding Anticipated Litigation – One (1) Item
2. Pursuant to Government Code Section 54956.9(d)(4) 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: 207-209 W. Crowther Ave APN: 339-402-05; 07; 08; 11
City Negotiator: Troy L. Butzlaff, City Administrator
Negotiating Parties: Legacy Partners Residential, Inc.
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: 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
February 4, 2014
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 Gary Drabek

PLEDGE OF ALLEGIANCE:

PRESENTATIONS:

- a. Designating the Month of February 2014, as Career and Technical Education Month
Recipient: North Orange County Regional Occupational Program Representative
Presenter: Mayor Nelson
- b. Cultural Arts Project for Every Student (CAPES) Grants
Recipients: Grant Recipients – PYLUSD Schools
Presenters: Mayor Nelson and Community Services Coordinator Zambrano
- c. Orange County Human Relations Commission Annual Report
Presenter: OC Human Relations Commissioner Sean Thomas

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.d.):

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 Meetings – January 7, 2014 and January 21, 2014
Recommended Action: Approve
- c. **City Fiscal Year 2013-14 Warrant Register for January 22, 2014 through February 4, 2014**
Financial Impact: \$454,174.04
Recommended Action: Approve

COUNCIL CONSENT CALENDAR:

- d. **Lease Agreement with Los Angeles SMSA Limited Partnership DBA Verizon Wireless for Collocated Wireless Facility at 2101 Tuffree Boulevard (APN: 336-141-28) aka Tuffree Park**
Financial Impact: Revenue: \$19,944 First Year with Four Percent (4%) Annual Increase
Recommended Action: It is recommended that the City Council:
 - 1) Approve a lease agreement with Los Angeles SMSA Limited Partnership dba Verizon Wireless, in a form approved by the City Attorney, for an initial term of five (5) years, with the possibility of four (4) additional five (5) year term renewals
 - 2) Authorize the City Administrator to execute the lease, applicable documents and term renewals

SUCCESSOR AGENCY CONSENT CALENDAR: None

ICDA CONSENT CALENDAR: None

2. PUBLIC HEARINGS:

COUNCIL/SUCCESSOR AGENCY/ICDA: None

COUNCIL:

- a. **First Reading and Introduction of Zoning Code Amendment 2014-01, an Ordinance Amending Title 23 (Zoning Ordinance) of the Placentia Municipal Code § 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**
CEQA Determination: Addendum to Initial Study/Mitigated Negative Declaration 2013-01
Financial Impact: Not Applicable
Recommended Action:
 - 1) Open the Public Hearing, receive public testimony, and close the Public Hearing
 - 2) Waive full reading, read by title only, and introduce for first reading, Ordinance O-2014-01, 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 2014-01)

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:

a. **Second Quarter Financial Update**

Financial Impact: None

Recommended Action:

- 1) Receive and file Financial Quarterly Update for period ended December 31, 2013

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 February 18, 2014 at 5:30 p.m.

*In
Memory
of
Earlene Lou Dean
Mother of Police Officer Andy Dean*

*Greg Hennessey
Orange County Fire Authority Engineer*

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 February 4, 2014 meetings of the City Council, Successor Agency, and Industrial Commercial Development Authority was posted on January 30, 2014.

Tania Moreno, Deputy City Clerk

**PRESENTATION – PROCLAMATION DESIGNATING THE MONTH OF FEBRUARY,
2014 AS CAREER TECHNICAL EDUCATION MONTH
CITY COUNCIL MEETING FEBRUARY 4, 2014**

Mayor Nelson to present proclamation for Career Technical Education Month

The North Orange County Regional Occupational Program has served the residents of Placentia and surrounding communities for over forty (40) years with top quality career-technical education. The state-supported program offers career-technical training opportunities annually to more than 22,000 high school juniors, seniors, and adults. It is a part of the secondary education system. Our mission is to prepare students for success in a changing global economy by providing them with top-quality career training and services that meet their educational and occupational goals.

Recipient: ROP Representative

Presenter: Mayor Nelson

**Presentation A
February 4, 2014**

**CULTURAL ARTS PROJECT FOR EVERY STUDENT (CAPES) GRANTS
CITY COUNCIL MEETING FEBRUARY 4, 2014**

Mayor Nelson to introduce Community Services Coordinator, Felipe Zambrano

The Cultural Arts Project for Every Student (CAPES) Program sponsored by the City of Placentia’s Community Services Department, provides grants to help teachers bring curriculum related art projects to life for students in grades K through 12. CAPES funding is provided through opportunity drawings held during Concerts in the Park and sponsorships.

All teachers in the Placentia Yorba-Linda Unified School District were invited to apply for a CAPES grant. To apply, teachers completed an application and a detailed budget of their project. To be considered, projects must have been curriculum based and related to music, visual arts, dance, drama, poetry, photography or graphic arts. Winners were selected by community volunteers and non-Placentia Teachers. They were judged on originality, uniqueness, creativity, and student involvement with hands-on learning experiences.

Five (5) CAPES grants haven been awarded to Placentia schools this year for unique art related projects. A total of \$2,448.69 has been awarded for the following projects.:

School	Project Title	Lead Teacher	Amount Granted
Kraemer M.S.	Drawing inside the Box, A Self Portrait	Amy Blank	\$496.86
Valadez M.S.	Guitars for Guitar Club	Drew Putman	\$500.00
Tuffree M.S.	The Relativity of Music	James Hahn	\$500.00
Valencia H.S.	From Egypt to Lady Gaga	Rigo Maldonado	\$496.39
Melrose Elem.	Patterns, Lines and Colors= Art Equation	Barbara Barboza	\$455.44
		Total	\$2,448.69

Recipients: Grant Recipients – PYLUSD Schools

Presenters: Mayor Nelson and Community Services Coordinator Zambrano

**Presentation B
February 4, 2014**

**ORANGE COUNTY HUMAN RELATIONS COMMISSION ANNUAL REPORT
CITY COUNCIL MEETING FEBRUARY 4, 2014**

Mayor Nelson to introduce OC Human Relations Commissioner Sean Thomas.

OC Human Relations Commissioner Thomas will be presenting the Annual Report that will cover OC Human Relations partnership with the City of Placentia Community.

Presenter: OC Human Relations Commissioner Sean Thomas

**Presentation C
February 4, 2014**

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING AGENDA – EXECUTIVE SESSION
January 7, 2014
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 5:52 p.m.

ROLL CALL:

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

ORAL COMMUNICATIONS: None

CITY COUNCIL:

1. Pursuant to Government Code Section 54956.9(d)2 for Conference with Legal Counsel Regarding Anticipated Litigation – One (1) Item
2. Pursuant to Government Code Section 54956.9(d)4 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

SUCCESSOR AGENCY:

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

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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: 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; Police Chief, 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; City Clerk, Patrick Melia; Police Sergeant, Brian Yamaguchi; Community Services Coordinator, Maria Elena Maurer; Deputy City Clerk, Tania Moreno; City Clerk Specialist, Candice Martinez.

INVOCATION: Police Chief Rick Hicks

PLEDGE OF ALLEGIANCE: Mayor Nelson

PRESENTATIONS:

- a. **Summary of the 49th Annual Heritage Festival and Parade Event**
Presenters: Members of the Placentia Heritage Festival Committee

City Administrator Butzlaff introduced Deputy Director of Community Services Nicks.

Deputy Director of Community Services Nicks provided a brief overview of the 49th annual Heritage Festival and Parade that took place on October 12, 2013. He noted that this was one of the largest festival in the history of the Heritage Festival. He recognized the Heritage Festival Executive Committee members and community volunteers that assisted in the Heritage Festival Event.

Bruce Hunt Jr., Committee Member, noted that they are starting to plan the 50th Annual Heritage Festival and Parade. He thanked Council for the recognition.

Deputy Director Nicks, City Administrator Butzlaff and Mayor Nelson presented certificates of recognition and thanked the committee members and various clubs for all their work.

b. **Recognition of 2013 Employee of the Year**

Recipient: Community Services Coordinator Maria Elena Maurer

Presenters: Mayor Nelson and City Administrator Butzlaff

City Administrator Butzlaff provided a brief narrative of the "George J. Koch Employee of the Year Award." He announced the Employee of the Year Award recipient for 2013 was Community Services Coordinator, Maria Elena Maurer. He provided a brief history of Community Services Coordinator Maurer employment with the City.

Mayor Nelson congratulated Community Services Coordinator Maurer on her achievement.

Community Services Coordinator Maurer thanked the Employee of the Year committee and City Staff. She stated that she is very proud to work for the City.

Mayor Nelson presented 2013 Employee of the Year plaque to Community Services Coordinator Maurer.

c. **Recognition of Employee Service Awards for 2013**

Presenters: Mayor Nelson and City Administrator Butzlaff

5 Year Recognition

Police Dispatcher/Records Clerk Melina Fabian	Police Officer Daniel Rainker
Public Works Admin. Assistant Sara Salazar	Interim Finance Director Michael Nguyen
Police Officer Jose Uceda	City Administrator Troy Butzlaff
Police Dispatcher/Records Clerk Jennifer Kuhse	Police Officer Thomas Mckenzie
Director of Public Works Stephen Drinovsky	Police Officer Jason Acala
Env. And Code Comp. Supervisor Robert Makowski	

10 Year Recognition

Police Dispatcher/Records Clerk Christopher Wolfey
Police Dispatcher/Records Clerk Juanita Martinez
Sr. Comm. Svcs. Leader/Lifeguard Timothy Morgan

15 Year Recognition

Police Sergeant Kelly Kenehan
Police Dispatcher/Records Clerk Kimberly Vantilborg

20 Year Recognition

Police Sergeant James McElhinney Police Sergeant Scott Millsap

25 Year Recognition

Maintenance Worker Osbaldo Rubalcava Police Lieutenant Richard Pascarella

City Administrator Butzlaff provided a brief description on the employee service pins. He noted that on Thursday, December 19, 2013 the City Council and he recognized the City employees who had reached service milestone in 2013. He introduced Director of Administration and Community Services Pischel

Director of Administration and Community Services Pischel recognized all the recipients for their achievement and their outstanding services to the City.

d. **Retirement Recognition of Police Sergeant Brian Yamaguchi and Police Officer David Keen**

Recipients: Police Sergeant Brian Yamaguchi and Police Officer David Keen

Presenters: Mayor Nelson and Police Chief Hicks

Mayor Nelson introduced Police Chief Hicks

Police Chief Hicks announced two members of the Placentia Police Department who are retiring, Police Officer David Keen and Police Sergeant Brian Yamaguchi.

Police Chief Hicks provided a brief history on Police Officer Keen employment with the City. Officer Keen was not in attendance. Police Chief Hicks will provide the recognition plaque to Officer Keen.

Police Chief Hicks provided a brief history on Police Sergeant Yamaguchi employment with the City. He noted that Sergeant Yamaguchi would be retiring on January 26, 2014 with 33 years of service to the City.

Mayor Nelson presented a recognition plaque to Sergeant Yamaguchi from the City.

Councilmember Yamaguchi provided a brief description about Sergeant Yamaguchi and thanked him for his years of service to the Placentia Police Department. Councilmember Yamaguchi presented Sergeant Yamaguchi with a certificate of recognition.

Sergeant Yamaguchi thanked his family, colleagues from the Placentia Police Department, City Staff, and residents for their support.

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 that there were no other reportable actions from Executive Session that evening.

CITY ADMINISTRATOR REPORT:

City Administrator Butzlaff announced that in observance of Martin Luther King Jr. Day, City Hall would be closed on Monday, January 20th. He announced the closure of Placentia Avenue, between Fender Avenue and Kimberly Avenue, for approximately sixty days to allow for the construction of retaining walls and paving of the new roadway under the bridge. He announced The Founders Society would kick off their annual Concert Series on January 19, 2014 in the Historic Bradford House.

ORAL COMMUNICATIONS:

Emil Bereczsky, resident, expressed his concerns about the tactics people are using to oppose the billboards. He encouraged City Council to approve the proposed ordinance.

Eileen Cirillo, Del Cerro Mobile Estate and representative of the Manufacturing Housing Educational Trust, presented Councilmember Underhill with a check she had won at their annual breakfast held in December.

Councilmember Underhill thanked Ms. Cirillo, Del Cerro Mobile Homes and the Manufacturing Housing for their contributions towards the event. She donated to the check to the Placentia Community Foundation.

David and Emma Warner, resident, wished everyone happy holidays. Mr. Warner spoke on their proposed puppy mill ordinance. He stated that they submitted documents to the City Clerk's Office for Council's review. He provided a brief overview of the documents submitted including the draft proposed ordinance. He requested that the item be place on the next City Council meeting agenda.

Craig Green, resident, requested for items 1.c. and 1.d. to be pulled for separate discussion and clarification. He inquired about items 4.a. and 4.b. and asked for clarification to the verbiage used on the staff reports. He inquired about the next Investment Committee meeting date. He wished everyone a happy new year and a happy birthday to Councilmember Yamaguchi.

CITY COUNCIL/BOARD MEMBERS COMMENTS AND REPORTS:

Councilmember Yamaguchi wished everyone a happy new year. He congratulated Sergeant Yamaguchi on his retirement. He noted that he attended the Kumon Learning Center Award Ceremony. He announced that Placentia Pony Baseball will be having a golf tournament fundraiser. He announced the Miss Placentia Pageant in February, which will be held at Valencia High school.

Councilmember Underhill provided a brief description about the Placentia Community Foundation. She thanked Manufacturing Housing Educational Trust and Del Cerro's Mobile Estates for the check that would be donated to the Placentia Community Foundation. She mentioned the grand opening of Craftsman Woodfired Pizza that took place in December. She wished everyone a Happy New Year.

Councilmember Wanke wished everyone a happy new year. He congratulated Sergeant Yamaguchi and Officer Keen on their retirement.

Councilmember Aguirre wished everyone a happy new year. He congratulated all the City employees for their years of service. He congratulated Officer Keen and Sergeant Yamaguchi.

Mayor Nelson wished everyone a happy new year. He thanked the Staff and volunteers for their contributions to the Heritage Festival and Parade. He congratulated the Police Officers and City employees that were recognized for their years of service.

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

A motion was made by Councilmember Wanke, seconded by Councilmember Yamaguchi, to approve Consent Calendar Items Nos. 1.a. through 1.e. Councilmember Wanke removed Item 1.c. and 1.d. 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. **City Fiscal Year 2013-14 Warrant Register for December 18, 2013 through January 7, 2014**
Financial Impact: \$ 2,355,419.94
Recommended Action: Approve
(5-0, as recommended)

COUNCIL CONSENT CALENDAR:

- c. **Approve Turf Replacement Demonstration Project with Yorba Linda Water District and Authorize an Award of Contract to OC Turf and Putting Greens, Inc., in an amount not to exceed \$56,303.50**
Financial Impact: Expense: \$56,303.50
Offsetting Revenue: \$56,303.50
Budgeted: \$56,303.50 (Account No.: 503901-6131 J/L 61131)
Recommended Action: It is recommended that the City Council:
- 1) Approve a Cooperative Agreement between the City of Placentia and Yorba Linda Water District implementation of the City of Placentia and Yorba Linda Water District Turf Replacement Demonstration Project
 - 2) Award of contract to OC Turf and Putting Greens, Inc., for installation of artificial turf in an amount not to exceed \$56,303.50
 - 3) Authorize the City Administrator to sign the required documents in a form approved by the City Attorney
 - 4) Adopt Resolution No. R-2014-01, A Resolution of the City Council of the City of Placentia, California, authorizing a budget amendment in Fiscal Year 2013-14 in the aggregated amount of \$56,303.50 in compliance with City Charter §§ 1206 and 1209 pertaining to appropriations for actual expenditures
- (5-0, as recommended)**

Councilmember Wanke requested clarification to the actual shared cost and the anticipated rebates for the project.

Director of Public Works Drinovsky provided a brief staff report on item 1.c. He noted that the Yorba Linda Water District and the City's shared cost agreement is \$56,303.50, minus any rebates they are able to obtain. He noted that the amounts of the rebates are unknown until the completion of the project.

Mayor Nelson noted the difficulty on obtaining rebates.

Director of Public works Drinovsky noted that the Cooperative Agreement attached to the staff report is a draft version.

Councilmember Wanke inquired about the turf removal rebates and potential savings.

Director of Public Work Drinovsky noted that the maximum amount of rebates they could possibly receive is \$8,000.

Mayor Nelson noted that the warranty for the artificial turf is 15 years.

A motion was made by Councilmember Yamaguchi, seconded by Mayor Pro Tem Aguirre and carried a (5-0, as recommended) to approve a Cooperative Agreement between the City of Placentia and Yorba Linda Water District implementation of the City of Placentia and Yorba Linda Water District Turf Replacement Demonstration Project; award of contract to OC Turf

and Putting Greens, Inc., for installation of artificial turf in an amount not to exceed \$56,303.50; Authorize the City Administrator to sign the required documents in a form approved by the City Attorney; and Adopt Resolution No. R-2014-01, A Resolution of the City Council of the City of Placentia, California, authorizing a budget amendment in Fiscal Year 2013-14 in the aggregated amount of \$56,303.50 in compliance with City Charter §§ 1206 and 1209 pertaining to appropriations for actual expenditures.

d. **Ratification of Emergency Proposal and Purchase Order Related to Storm Drain Repairs Located Along Bastanchury Road**

Financial Impact: Expense: \$40,221

Offsetting Revenue: \$40,221

Budgeted: \$40,221 (Account No.: 503901-6131)

Recommended Action: It is recommended that the City Council:

- 1) Approve proposal to Valverde Construction for an amount not to exceed \$40,221.00
- 2) Authorize the City Administrator to execute contract documents on behalf of the City, in a form approved by the City Attorney
- 3) Approve the attached budget amendment appropriating \$40,221.00 to Account No. 503901-6131 (Community Facilities District Surplus)

(5-0, as recommended)

e. **Approve an Additional Purchase Authorization with Express Employment Professionals in the Amount of \$30,000 for an aggregate total of \$50,000 in Fiscal Year 2013-14 for Staffing Services**

Financial Impact: Expense: Not to Exceed \$50,000

Budgeted: (Account No.: 433658-6290)

Recommended Action: It is recommended that the City Council:

- 1) Approve an additional purchase authorization with Express Employment Professionals in the amount of \$30,000 for an aggregate total of \$50,000 in Fiscal Year 2013-14 for staffing services

(5-0, as recommended)

SUCCESSOR AGENCY CONSENT CALENDAR: None

ICDA CONSENT CALENDAR: None

2. PUBLIC HEARINGS:

COUNCIL/SUCCESSOR AGENCY/ICDA: None

COUNCIL:

a. **Amendment to the Housing Element of the Placentia General Plan for the 2013-2021 Planning Period (General Plan Amendment 2013-01)**

CEQA Determination: Addendum to Mitigated Negative Declaration (MND) 2010-01

Financial Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Conduct a Public Hearing and consider Staff and Public Input pertaining to the proposed Housing Element Amendment. Close Public Hearing upon completion of testimony

- 2) Approve the Addendum to Mitigated Negative Declaration (MND) 2010-01 and direct the City Clerk to file notice of approval thereof as required by law
- 3) Adopt Resolution No. R-2014-02, A Resolution of the City Council of the City of Placentia, California, Approving the 2013-2021 Housing Element Amendment and directing Staff to transmit the Adopted Element to HCD for certification

(5-0, as recommended)

City Administrator Butzlaff provided a brief overview on item 2.a. He introduced Consultant John Douglas.

Consultant Douglas stated that the Planning Commission reviewed the Housing Element and recommended the adoption at the September 24, 2013 meeting. He noted that the City is required to submit the Housing Element to the California Department of Housing and Community Development (HCD) for review prior to adoption. He noted that the only changes are the elimination of the programs that have been completed.

Mayor Nelson asked for the Consultant Douglas to explain the purpose of the Housing Element.

Consultant Douglas explained that the housing element is part of the City's General Plan and is required by state law. He noted that the purpose of the Housing Element is to set forth the City's policies and programs in support of housing for the full range of residents.

Mayor Nelson opened public hearing at 7:57 p.m.

Mayor Nelson closed public hearing at 7:58 p.m.

A motion was made by Councilmember Wanke, seconded by Councilmember Yamaguchi, and carried a (5-0, as recommended) to approve the Addendum to Mitigated Negative Declaration (MND) 2010-01 and direct the City Clerk to file notice of approval thereof as required by law; and Adopt Resolution No. R-2014-02, A Resolution of the City Council of the City of Placentia, California, Approving the 2013-2021 Housing Element Amendment and directing Staff to transmit the Adopted Element to HCD for certification.

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

(5-0, as recommended)

City Administrator Butzlaff provided brief description about item 3.a.

City Attorney/Agency Counsel Arczynski noted that a public hearing was conducted on December 3, 2013. He noted that the City did receive documents from Rutan and Tucker LLP, pertaining to item 3.a. and had responded and are contained in the final Mitigated Negative Declaration and incorporated items into the Mitigation Monitoring and Reporting Program. He noted that this item is the second Reading by title only and recommended that Council approve the Mitigated Negative Declaration, approve the Mitigation Monitoring and Reporting Programs and adopt Ordinance O-2013-09. He introduced John Douglas, Environmental Consultant, to go over documents that were submitted to Council.

Consultant Douglas noted that the City received one comment letter from Cal Trans seeking clarification. He noted that after the close of the 30-day public review period the City received documents from Rutan and Tucker, LLP. He noted that they have reviewed, in detail, the comments and have prepared written responses to the comments. He noted that the received documents earlier today from Rutan and Tucker, LLP that raised additional questions regarding the ordinance.

Mayor Pro Tem Aguirre inquired if the documents submitted by Rutan and Tucker prior to the Council meeting were past the public review period.

Consultant Douglas responded that the documents were submitted past the public review period.

City Attorney Arczynski noted the documents that were submitted by Rutan and Tucker, LLP were received by the City on December 17, 2013 and correspondence from Cal Trans was received on November 25, 2013. He noted that the Mitigation Monitoring and Reporting Program presented to Council on December 17, 2013 addressed the comments submitted by Rutan and Tucker, LLP.

Mayor Nelson noted that the City Council did received documentation from Rutan and Tucker, LLP prior to the City Council meeting.

A motion was made by Mayor Nelson seconded by Councilmember Underhill, and carried a (5-0, as recommended) to Approve Mitigated Negative Declaration (MND) 2013-01 and direct the City Clerk to file notice of approval thereof as required by law; Approve the Mitigation Monitoring and Reporting Program to ensure future applications pursuant to the revised code provisions are adequately scrutinized; and 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 NEW BUSINESS:

a. Presentation of the Comprehensive Annual Financial Report for the Period Ending June 30, 2013

Financial Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Receive and File the Comprehensive Annual Financial Report for the period ending June 30, 2013

City Administrator Butzlaff reported the completion of the Comprehensive Annual Financial Report for the period ending June 30, 2013 and introduced Interim Finance Director Mike Nguyen.

Interim Finance Director Nguyen provided a brief staff report on item 4.a. He noted that the auditor, Haskell & White, completed the audit around mid November and the Comprehensive Annual Financial Report was completed on December 26, 2013. He noted there were no findings for the second year in a row and thanked City staff.

Councilmember Underhill stated she was very pleased there were no findings.

Mayor Nelson noted that the City has improved tremendously in the past couple of years.

Wayne Pinnell, Haskell and White, concurred with the statements Interim Finance Director Nguyen had made regarding the Comprehensive Annual Financial Report. He noted that the Comprehensive Annual Financial Report contains all the financial statements and the letter.

A motion was made by Councilmember Wanke seconded by Mayor Pro Tem Aguirre, and carried a (5-0, as recommended) to Receive and File the Comprehensive Annual Financial Report for the period ending June 30, 2013.

b. Adopt Resolution of Intention to Establish City of Placentia Community Facilities District No. 2014-01 (Public Services) and to Authorize the Levy of a Special Tax Therein to Finance Certain Services and Resolution of Intention to Allow for Future Annexation of Territory to City of Placentia Community Facilities District No. 2014-01 (Public Services)

Financial Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Accept the Petition from the developer initiating the formation of a Mello-Roos Community Facilities District
- 2) Adopt a Resolution of Intention to establish the proposed City of Placentia Community Facilities District No. 2014-01 (Public Services)

- (“CFD No. 2014-01”) and to authorize the levy of special tax therein to finance certain services
- 3) Adopt a Resolution of Intention to allow for the future annexation of territory to Community Facilities District No. 2014-01 and to establish the future annexation area

City Administrator Butzlaff provided a brief report on item 4.b. He introduced Mark Risco, President of Willdan Financial Services.

Willdan Financial Services President Risco noted that a Mello-Roos Community Facilities District that would be established for the purpose of partially funding public safety services required for new development in the City. He recommended the adoption of a resolution allowing future developments to be annexation into the Community Facilities District. He noted that this project would be for residential units only, rates are as follow: single-family residents units at \$225 and multi-family residential units at \$170.

Councilmember Wanke inquired about the cost difference between the two residential units.

Mr. Risco explained that studies show that single family residents tend to use more safety services.

City Administrator noted that the rates are based on square footage.

Councilmember Wanke inquired about future developments within the City.

Mr. Risco noted that there is no need to go through the process to create a new Community Facilities District for new developments within the City.

City Administrator Butzlaff noted that this item only applies to new development within the City.

A motion was made by Councilmember Underhill seconded by Councilmember Wanke, and carried a (5-0, as recommended) to Accept the Petition from the developer initiating the formation of a Mello-Roos Community Facilities District; to Adopt a Resolution of Intention to establish the proposed City of Placentia Community Facilities District No. 2014-01 (Public Services) (“CFD No. 2014-01”) and to authorize the levy of special tax therein to finance certain services; and to Adopt a Resolution of Intention to allow for the future annexation of territory to Community Facilities District No. 2014-01 and to establish the future annexation area.

SUCCESSOR AGENCY NEW BUSINESS: None

ICDA NEW BUSINESS: None

CITY COUNCIL/BOARD MEMBERS REQUESTS:

Councilmember Wanke inquired about the status of the street trees and sidewalk maintenance.

City Administrator Butzlaff noted that a memorandum was sent to City Councilmember’s in October.

Councilmember Wanke requested that the memorandum be made public and for the memo to be posted on the City’s website.

ADJOURNMENT:

The City Council/Successor Agency/ICDA Board of Directors adjourned at 8:25 p.m. to January 21, 2014 at 5:30 p.m. in memory of Ester Ramirez Arellano.

SCOTT W. NELSON
MAYOR/AGENCY CHAIR

ATTEST:

PATRICK J, MELIA, CITY CLERK/AGENCY
SECRETARY

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING MINUTES – EXECUTIVE SESSION
JANUARY 21, 2014
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 5:48 p.m.

ROLL CALL:

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

ABSENT: Council/Agency Yamaguchi

ORAL COMMUNICATIONS: None

CITY COUNCIL:

1. Pursuant to Government Code Section 54956.9(d)(2) for Conference with Legal Counsel Regarding Anticipated Litigation – One (1) Item
2. Pursuant to Government Code Section 54956.9(d)(4) 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 L. Butzlaff, City Administrator
Negotiating Parties: Legacy Partners Residential, Inc.
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: 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: Mayor/Board Chair Nelson called the meeting to order at 7:04 p.m.

ROLL CALL:

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

STAFF PRESENT: City Administrator/Executive Director, Troy L. Butzlaff; City Attorney/Authority Counsel, Andrew V. Arczynski; Director of Administrative and Community Services, Steve Pischel; Interim Director of Finance, Michael Nguyen; Director of Public Works, Steve Drinovsky; Police Chief, Rick Hicks; Deputy Chief, Ward Smith; Senior Management Analyst, Michael McConaha; Neighborhood Services Coordinator, Jeannette Ortega; City Clerk, Patrick Melia; Deputy City Clerk, Tania Moreno

INVOCATION: Police Chaplain Kenneth Milhander

PLEDGE OF ALLEGIANCE: Councilmember Underhill

PRESENTATIONS:

- a. **Employee of the Quarter – General Employee Group**
Recipient: Jose "Joey" Ruiz
Presenters: Mayor Nelson and City Administrator Butzlaff

City Administrator Butzlaff provided a brief narrative of employee of the quarter program. He provided a brief biography of Maintenance Worker Jose "Joey" Ruiz.

Jose "Joey" Ruiz was not in attendance.

- b. **Introduction of 2014 Miss Placentia, Miss Placentia Outstanding Teen, Miss Yorba Linda and Miss Yorba Linda Outstanding Teen**
Presenter: Miss Placentia/Miss Yorba Linda Executive Director Kathryn Baldwin

Mayor Nelson introduced Miss Placentia/Miss Yorba Linda Executive Director Baldwin.

Mrs. Baldwin provided a brief narrative of Miss Placentia, Miss Placentia Outstanding Teen, Miss Yorba Linda and Miss Yorba Linda Outstanding Teen program.

Miss Placentia, Miss Placentia Outstanding Teen, Miss Yorba Linda and Miss Yorba Linda Outstanding Teen contestants and participants introduced themselves to the public.

Mayor Nelson provided a brief narrative of the program and noted that this is an excellent program.

c. Recognition of Boy Scout Grant Bagne

Recipient: Grant Bagne

Presenter: Mayor Nelson

Mayor Nelson introduced Boy Scout Grant Bagne.

Boy Scout Bagne provided a brief narrative of the Boy Scout program and merit badges.

Mayor Nelson provided Boy Scout Bagne a certificate of recognition.

EXECUTIVE SESSION REPORT:

City Attorney/Authority Counsel Arczynski reported the Council/Authority met in Executive Session to discuss the items listed on the agenda. He stated there was no reportable action from Executive Session this evening.

CITY ADMINISTRATOR REPORT:

City Administrator Butzlaff announced the Mayor's State of the City on April 10, 2014 and an upcoming Police Department Community Meeting on January 23, 2014.

ORAL COMMUNICATIONS:

Robert Dewey, resident, noted that the Senior Advisory Committee has done a great work taking care of the Backs Community Building. He recommended razing the Backs Community Building to accommodate the community.

City Treasurer Craig Green recommended pulling consent calendar items 1.d. and 1.j. for separate discussion. He inquired about the matching funds needed for item 1.j.

CITY COUNCIL/BOARD MEMBERS COMMENTS AND REPORTS:

Councilmember Underhill congratulated employee of the quarter Jose "Joey" Ruiz. She wished the Miss Placentia, Miss Placentia Outstanding Teen, Miss Yorba Linda and Miss Yorba Linda Outstanding Teen contestants the best of luck in the upcoming pageant.

Councilmember Wanke expressed his concerns regarding the circulation of petitions and signature gathering in opposition to the recently adopted billboard ordinance. He noted that the group behind the petition is willing to lie. He encouraged the community to contact City Staff and/or visit the City's website for accurate information.

Mayor Pro Tem Aguirre expressed his concerns regarding the circulation of petitions and signature gathering in opposition to the recently adopted billboard ordinance. He encouraged the public to research the facts. He congratulated the Miss Placentia, Miss Placentia Outstanding Teen, Miss Yorba Linda and Miss Yorba Linda Outstanding Teen contestants. He congratulated Boy Scout Bagne on his merit badges. He congratulated Craig Green and his wife on their son's recent graduation from the police academy.

Mayor Nelson congratulated Matthew Green on his new police officer position. He recognized Coleen Jackson, El Dorado High School senior, who is shadowing the Mayor. He congratulated employee of the quarter Joey Ruiz and Miss Placentia, Miss Placentia Outstanding Teen, Miss Yorba Linda and Miss Yorba Linda Outstanding Teen contestants.

Councilmember Underhill noted that the billboards would generate significant revenue for the City. She expressed her concerns regarding the circulation of petitions and signature gathering in opposition to the billboard ordinance. She noted that a special election to overturn the ordinance would be expensive. She encouraged the public to obtain all the information before signing the petition.

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

A motion was made by Councilmember Wanke, seconded by Mayor Pro Tem Aguirre, to approve Consent Calendar Items 1.a. through 1.j. Mayor Pro Tem Aguirre pulled items 1.d. and 1.j. 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
(4 - 0 - 1, as recommended)
- b. **Minutes**
City Council/Successor/ICDA Regular Meeting - December 17, 2013
Recommended Action: Approve
(4 - 0 - 1, as recommended)
- c. **City Fiscal Year 2013-14 Warrant Register for January 8, 2014 through January 21, 2014**
Financial Impact: \$ 593,928.61
Recommended Action: Approve
(4 - 0 - 1, as recommended)

COUNCIL CONSENT CALENDAR:

- d. **November 2013 Treasurer's Report**
Financial Impact: None
Recommended Action: It is recommended that the City Council:
1) Receive and file the November 2013 Treasurer's Report
(4 - 0 - 1, as recommended)

City Treasurer Green noted that this is a preliminary report and he is in the process of reviewing it. He thanked Council for the remarks regarding his son. He spoke in support of the billboard ordinance.

A motion was made by Mayor Pro Tem Aguirre, seconded by Councilmember Wanke, and carried (4 - 0 - 1, Councilmember Yamaguchi absent) to receive and file the November 2013 Treasurer's Report.

- e. **Approval of Resolution Authorizing Temporary Suspension of Regulatory Ordinance Section 10.28.010 to Facilitate the Commission**

and Committee Special Event on February 27, 2014 at the E.T. Powell Building

Financial Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Approve Resolution No. R-2014-06, A Resolution of the City Council of the City of Placentia, California, Authorizing the temporary suspension of Regulatory Ordinance Section 10.28.010 of the Placentia Municipal Code to facilitate the Commission and Committee Special Event scheduled for February 27, 2014

(4 – 0 – 1, as recommended)

f. **Approval of 2014 Heritage Festival Date, Location, Theme, and Parade Route**

Financial Impact: To be determined

Recommended Action: It is recommended that the City Council:

- 1) Approve the Heritage Festival Committee's recommendation of event date, location, theme, and parade route

(4 – 0 – 1, as recommended)

g. **Acceptance of Resignation and Recommendation to Relieve a Member from their Positions on the Senior Advisory Committee**

Financial Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Accept the resignation of Yolaida Teuchert from the Senior Advisory Committee
- 2) Relieve Leroy Anderson from his position as a member of the Senior Advisory Committee

(4 – 0 – 1, as recommended)

h. **Recommendation to Approve Award of Contract to SCI Consulting Group for Assessment Engineering Services for Annual Levy of Landscape Maintenance and Street Lighting Services**

Financial Impact: Expense: Not to Exceed \$39,250

Budgeted: (Account No.: 286560-6017 & 296561-6015)

Recommended Action: It is recommended that the City Council:

- 1) Award an agreement, in a form approved by the City Attorney, to SCI Consulting Group for preparation of documents to be placed on the County tax roles for the Landscape Maintenance and Street Lighting Districts and also examine the methodologies used to establish and maintain both districts
- 2) Authorize the City Administrator to sign the required documents in a form approved by the City Attorney

(4 – 0 – 1, as recommended)

i. **Approve Amendment No. 1 for Cooperative Agreement C-1-3024 with the Orange County Transportation Authority for the Tustin Avenue/Rose Drive Traffic Light Synchronization Program Project**

Financial Impact: Expense: \$22,200

Offsetting Revenue: \$22,200

Budgeted: \$22,200 (Account No.: 333552-6185 J/L 6109740019)

Recommended Action: It is recommended that the City Council:

- 1) Approve the attached Amendment No. 1 for Cooperative Agreement C-1-3024 between the City of Placentia, City of Tustin, City of Santa Ana, City

of Orange, City of Anaheim, and Orange County Transportation Authority for the continuation and additional funding for the Tustin Avenue/Rose Drive Project funded as part of the Measure M2 Regional Traffic Signal Synchronization Program (Project P)

- 2) Authorize the Mayor to execute the Amendment No. 1 on behalf of the City
- 3) Approve Resolution No. R-2014-07, A Resolution of the City Council of the City of Placentia, California, Authorizing a budget amendment in Fiscal Year 2013-14 in the aggregated amount of \$2,200 in compliance with City Charter §§ 1206 and 1209 pertaining to appropriations for actual expenditures

(4 – 0 – 1, as recommended)

j. **Approve Resolution Directing Staff to Submit an Application for the Land and Water Conservation Fund (LWCF) for the Backs Community Building Improvement Project**

Financial Impact: Positive Grant Funding, Amount to be Determined

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2014-08, A Resolution of the City Council of the City of Placentia, California, Approving an application for the Land and Water Conservation Fund for the Backs Community Building Improvement Project
- 2) Authorize the City Administrator to execute all documents related to the Land and Water Conservation Fund for the Backs Community Building Improvement Project, in a form approved by the City Attorney

(4 – 0 – 1, as recommended)

City Administrator Butzlaff introduced Neighborhood Services Coordinator Ortega to provide a staff report.

Neighborhood Services Coordinator Ortega provided a brief staff report on item 1.j. She noted that the item would approve a resolution directing Staff to submit an application for the Land and Water Conservation Fund for the Backs Community Building Improvement Project. She noted that the Backs Community building is in need of renovations and expansion improvements. She noted that the funds would come from sources such as the Community Facility District and Park Development Funds. She noted that no general fund dollars would be used.

Mayor Nelson inquired regarding Mr. Dewey's proposal to raze the Backs Community Building.

City Administrator Butzlaff noted that Staff has not done research on demolition cost and that they have only looked at expansion cost.

Mr. Dewey spoke in support of item 1.j.

Councilmember Underhill spoke in support of item 1.j.

A motion was made by Mayor Pro Tem Aguirre, seconded by Councilmember Wanke, and carried (4 – 0 – 1, Councilmember Yamaguchi absent) to adopt Resolution No. R-2014-08, A Resolution of the City Council of the City of Placentia, California, Approving an application for the Land and Water Conservation Fund for the Backs Community Building Improvement Project; and authorize the City Administrator to execute all documents related to the Land

and Water Conservation Fund for the Backs Community Building Improvement Project, in a form approved by the City Attorney.

SUCCESSOR AGENCY CONSENT CALENDAR: None

ICDA CONSENT CALENDAR: None

2. PUBLIC HEARINGS:

COUNCIL/SUCCESSOR AGENCY/ICDA: None

COUNCIL:

a. **Public Hearing and Approval of Proposed Public Facility Improvement Project Grant Application for Community Development Block Grant (CDBG) Funding Process for Fiscal Year 2014-15**

Financial Impact: Positive Grant Funding, Amount to be Determined

Recommended Action:

- 1) Open the public hearing, receive public testimony, close public hearing
- 2) Authorize the City Administrator to submit the application to the County of Orange to receive Community Development Block Grant Funds for the Pedestrian Accessibility Improvement Project Phase III for \$350,000 of CDBG Funds leveraged with \$70,000 in local funds for a total project cost of \$420,000

(4 – 0 – 1, as recommended)

City Administrator Butzlaff noted that this item is part of the CDBG annual application process. He noted that CDBG funds have been used for the remodeling of City Hall and sidewalk projects.

Mayor Nelson noted that it is extremely difficult for cities to apply and obtain CDBG funds. He opened the public hearing at 7:43 p.m. and closed the public hearing at 7:44 p.m.

Councilmember Wanke thanked Staff for their work on this matter.

A motion was made by Councilmember Wanke, seconded by Mayor Pro Tem Aguirre, and carried (4 – 0 – 1, Councilmember Yamaguchi absent) to open the public hearing, receive public testimony, close public hearing; and authorize the City Administrator to submit the application to the County of Orange to receive Community Development Block Grant Funds for the Pedestrian Accessibility Improvement Project Phase III for \$350,000 of CDBG Funds leveraged with \$70,000 in local funds for a total project cost of \$420,000.

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:

- a. **Adopt a Resolution Requesting the Board of Administration of the California Public Employees' Retirement System to Waive the Waiting Period for a Retired Employee to Return to a Temporary Position During Recruitment for a Permanent Appointment**

Financial Impact: None

Recommended Action:

- 1) Adopt Resolution No. R-2014-09, A Resolution of the City Council of the City of Placentia, California, Requesting the Board of Administration of the California Public Employees' Retirement System to waive the waiting period for a retired employee to return to a temporary position during recruitment for a permanent appointment

(4 – 0 – 1, as recommended)

City Administrator Butzlaff provided a brief staff report on item 4.a. He recommended that the City Council approve the resolution.

Director of Administrative Services/C.S. Pischel noted that Sergeant Yamaguchi would be coming back at his current pay rate and serve during the transition period.

A motion was made by Councilmember Wanke, seconded by Mayor Pro Tem Aguirre, and carried (4 – 0 – 1, Councilmember Yamaguchi absent) to adopt Resolution No. R-2014-09, A Resolution of the City Council of the City of Placentia, California, Requesting the Board of Administration of the California Public Employees' Retirement System to waive the waiting period for a retired employee to return to a temporary position during recruitment for a permanent appointment.

SUCCESSOR AGENCY NEW BUSINESS: None

ICDA NEW BUSINESS:

- b. **Resolution Authorizing Specified Officers of the Authority to Accept and Consent to Deeds or Grants or Easements to the Industrial Commercial Development Authority**

Financial Impact: None

Recommended Action:

- 1) Adopt Resolution No. ICDA-R-2014-01, A Resolution of the Board of Directors of the Industrial/Commercial Development Authority of the City of Placentia, California, Authorizing Certain Persons to Accept and Consent to Deeds or Grants Conveying any Interest in or Easement to Real Estate to the Industrial/Commercial Development Authority of the City of Placentia

(4 – 0 – 1, as recommended)

City Attorney Arczynski provided a brief staff report on item 4.b. He noted that the City Council recently reactivated the Industrial/Commercial Development Authority. He noted that there is a need for the authority to accept conveyance of properties. He noted that this is the same authority provided by Council to Staff for City items.

City Administrator Butzlaff noted that this gives certain Staff the authority to accept and consent documents.

A motion was made by Mayor Pro Tem Aguirre, seconded by Councilmember Wanke, and carried (4 – 0, Councilmember Yamaguchi absent) to adopt Resolution No. ICDA-R-2014-01, A Resolution of the Board of Directors of the Industrial/Commercial Development Authority of the City of Placentia, California, Authorizing Certain Persons to Accept and Consent to Deeds or Grants Conveying any Interest in or Easement to Real Estate to the Industrial/Commercial Development Authority of the City of Placentia.

CITY COUNCIL/BOARD MEMBERS REQUESTS:

Councilmember Wanke directed Staff to change the street sweeping signs on Lewis Place near Sierra Vista Elementary School.

Director of Public Works Drinovsky noted that this request has been completed and would make sure the signs are replaced.

Mayor Pro Tem Aguirre directed Staff to have motor officers patrol the Santa Fe and Melrose intersection.

Mayor Nelson expressed his concerns regarding the circulation of petitions and signature gathering in opposition to the recently adopted billboard ordinance. He noted that the circulators appear not to live in the City. He directed Staff to draft a new ordinance that limits billboards to the 57 and 91 corridors and not citywide. He noted that the City of Fullerton is exploring the idea of digital signs along the 57 freeway. He noted that if Placentia loses the opportunity the cities of Anaheim or Fullerton would benefit from it.

City Council unanimously agreed to bring back the original billboards ordinance, which allows digital billboards along the 57 and 91 corridors.

ADJOURNMENT:

The City Council/Successor Agency/ICDA Agency Board of Directors adjourned to February 4, 2014 at 7:57 p.m.

SCOTT W. NELSON
MAYOR/AGENCY CHAIR

ATTEST:

PATRICK J. MELIA, CITY CLERK/AGENCY
SECRETARY

**City of Placentia
Warrant Register
For 02/04/2014**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
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Grand Total: 454,174.04

Warrant Totals by ID	
AP	372,914.87
EP	81,259.17
IP	0.00
OP	0.00

Fund Name	Warrant Totals by Fund
101-General Fund	96,252.40
207-Housing Successor Agency	3,003.00
208-Successor Agency Ret Oblig Fnd	5,783.85
260-Street Lighting District	29,866.67
265-Landscape Maintenance	2,578.44
275-Sewer Maintenance	11,102.25
280-Misc Grants Fund	4,149.09
401-City Capital Projects	16,809.72
501-Refuse Administration	15,583.73
601-Employee Health & Welfare	194,453.05
605-Risk Management	21,257.69
615-Information Technology	14,888.97
620-Citywide Services	29,296.68
701-Special Deposits	6,948.50
715-Community Facilities District	2,200.00

Void Total: 0.00
Warrant Total: 454,174.04

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

Warrant Total: 454,174.04

**1.c.
February 4, 2014**

**City of Placentia
Warrant Register
For 01/29/2014**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	A-1 AUTO BODY AND V005848	SEPT CSUFPD TOWING SVS	103041-6181 Towing Services	TK012714A	750.75	SEPT 13	P08925	00082925	02/04/2014
MW IP	ADMINSURE V004980	NOV WORKERS COMP	404580-6025 Third Party Administration	Vendor Total: ITK012314	750.75 3,474.66	6748	P09831	00082893	01/23/2014
MW OH	AMERICAN LEISURE V009255	CSI VAN RACKS & RAMP	103043-6301 Special Department Supplies	Vendor Total: TK012714A	3,474.66 3,900.06	109471	P09764	00082926	02/04/2014
MW OH	AMERICAN TECHNOLOGIES V009283	ASBESTOS & LEAD ABATEMENT	530000-6130 Repair & Maint/Facilities	Vendor Total: TK012714A	3,900.06 3,003.00	530111375-01	P09883	00082927	02/04/2014
MW OH	ANAHEIM FULLERTON V006631	OCT TOWING SERVICES	103041-6181 Towing Services	Vendor Total: TK012714A	3,003.00 2,945.25	OCT 13	P09061	00082928	02/04/2014
MW OH	ARAMARK UNIFORM V004232	PW UNIFORMS	103650-6360 Uniforms	Vendor Total: TK012714A	2,945.25 138.57	502-8449495	P09047	00082929	02/04/2014
MW OH	ARAMARK UNIFORM V004232	PW UNIFORMS	103650-6360 Uniforms	TK012714A	53.53	502-8449496	P09047	00082929	02/04/2014
MW IP	AT & T MOBILITY V008709	JAN IPAD CHARGES	431010-6215 Telephone	Vendor Total: ITK012314	192.10 448.07	X01152014		00082894	01/23/2014
MW IP	AT&T V004144	DEC-JAN PHONE CHARGES	431010-6215 Telephone	Vendor Total: ITK012314	448.07 1,090.76	011214		00082895	01/23/2014
MW IP	AT&T V004144	DEC-JAN PHONE CHARGES	296561-6215 Telephone	ITK012314	293.42	011214		00082895	01/23/2014
MW IP	AT&T V004144	DEC-JAN PHONE CHARGES	0010-1220 Accts Rec/Plac Library Dist	ITK012314	7.89	011214		00082895	01/23/2014

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				Vendor Total:	1,392.07				
MW OH	ATHENS SERVICES V006622	DEC STREET SWEEPING	374387-6099 Other Professional Services	TK012714A	15,054.70	3899191213	P09060	00082930	02/04/2014
MW OH	BAKERNOWICKI DESIGN V008150	NOV EOC REMODEL SERVICES	333554-6185 / 61093-6185 Construction Services	TK012714A	6,525.00	13009-00-02	P09839	00082931	02/04/2014
				Vendor Total:	15,054.70				
MW OH	BATTERY SYSTEMS V002360	BATTERIES/SUPPLIES	433658-6134 Vehicle Repair & Maintenance	TK012714A	310.91	11-288044	P09294	00082932	02/04/2014
MW OH	BATTERY SYSTEMS V002360	BATTERIES/SUPPLIES	433658-6134 Vehicle Repair & Maintenance	TK012714A	328.16	11-288208	P09294	00082932	02/04/2014
				Vendor Total:	639.07				
MW OH	BLAIS & ASSOCIATES V008128	NOV GRANT RESEARCH SVS	101511-6001 Management Consulting Services	TK012714A	250.00	11-2013-PL1	P09841	00082933	02/04/2014
MW OH	BURGESS, MIKE V009286	DEC RESERVE OFFICER STIPEND	103041-5005 / 50065-5005 Salaries/Part-Time	TK012714A	200.00	DEC 13	P09898	00082934	02/04/2014
				Vendor Total:	250.00				
MW OH	BURKE WILLIAMS & V006247	DEC LEGAL SERVICES	101005-6005 Legal Services	TK012714A	5,420.25	173342	P08928	00082935	02/04/2014
MW OH	C2 REPROGRAPHICS V004106	SPEC/PLANS COPY SVS	333552-6185 / 6111740998-6185 Construction Services	TK012714A	474.36	590313	P09871	00082936	02/04/2014
				Vendor Total:	5,420.25				
MW IP	CALIFORNIA PUBLIC V006234	FEB MEDICAL PREMIUMS	395083-5161 Health Insurance Premiums	ITK012314	13,022.87	10000001420465		00082896	01/23/2014
MW IP	CALIFORNIA PUBLIC V006234	FEB MEDICAL PREMIUMS	395000-4715 ISF Health Ins Reimbursement	ITK012314	116,022.39	10000001420465		00082896	01/23/2014
				Vendor Total:	129,045.26				

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MW OH	CALIFORNIA STATE V004813	P/E 1/18/14 PD DATE 1/24/14	0010-2196 Gamishments W/H	PY14902	461.53 2700/1401002		00082917	01/24/2014
				Vendor Total:	461.53			
MW OH	CALIFORNIA STATE V006510	NOV CSUF PD IMPOUND FEES	103041-6183 CSUF PD Reimburse Impound Fees	TK012714A	1,066.50 NOV 13	P09220	00082937	02/04/2014
MW OH	CALIFORNIA STATE V006510	OCT CSUF PD IMPOUND FEES	103041-6183 CSUF PD Reimburse Impound Fees	TK012714A	404.63 OCT 13 CSUFPP09220		00082937	02/04/2014
MW OH	CALIFORNIA STATE V006510	SEPT CSUF PD IMPOUND FEES	103041-6183 CSUF PD Reimburse Impound Fees	TK012714A	1,447.13 SEPT 13	P09220	00082937	02/04/2014
				Vendor Total:	2,918.26			
MW IP	CANON FINANCIAL SERVICES V008867	CAN COPIER LEASE-CITY CLERK	374386-6175 Office Equipment Rental	ITK012314	429.31 13444995	P08966	00082897	01/23/2014
MW IP	CANON FINANCIAL SERVICES V008867	CAN COPIER LEASE-CITY CLERK	431010-6175 Office Equipment Rental	ITK012314	429.30 13444995	P08966	00082897	01/23/2014
				Vendor Total:	858.61			
MW IP	CANON SOLUTIONS AMERICA V008809	AMERIC DEC COPIER USAGE	431010-6175 Office Equipment Rental	ITK012314	85.48 4011822652	P09069	00082898	01/23/2014
MW IP	CANON SOLUTIONS AMERICA V008809	AMERIC DEC COPIER USAGE	431010-6175 Office Equipment Rental	ITK012314	336.01 4011825476	P09392	00082898	01/23/2014
MW IP	CANON SOLUTIONS AMERICA V008809	AMERIC DEC FINANCE FAX USAGE	431010-6175 Office Equipment Rental	ITK012314	7.17 4011827215	P09711	00082898	01/23/2014
				Vendor Total:	428.66			
MW OH	CARDENAS, JOEL V002648	FEBRUARY MONTHLY EXPENSES	103550-5001 Salaries/Full-Time Regular	TK012714A	50.00 FEBRURARY 14		00082938	02/04/2014
				Vendor Total:	50.00			
MW OH	CARWASH OF AMERICA V000771	DEC CITY CAR WASHES	433658-6290 Dept. Contract Services	TK012714A	218.75 DEC 13	P08973	00082939	02/04/2014
				Vendor Total:	218.75			
MW IP	CBE V008124	DEC COPIER OVERAGES-REC	431010-6175 Office Equipment Rental	ITK012314	561.82 IN1562428	P08898	00082899	01/23/2014

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MW OH	CBE V008124	DEC COPIER OVERAGES-ADMIN	431010-6175 Office Equipment Rental	ITK012314	217.90	IN1562427	P08899	00082899	01/23/2014
MW OH	CBE V008124	DEC WHITTEN COPIER LEASE	101572-6135 Repair/Maint Off Furn & Eq	ITK012314	34.65	IN1562429	P09298	00082899	01/23/2014
		Vendor Total:			814.37				
MW OH	CCMF ANNUAL MEMBERSHIP V009285	DEC/6/14 MEMBERSHIP DINNER	101511-6245 Meetings & Conferences	TK012714A	65.00	011514	P09888	00082940	02/04/2014
		Vendor Total:			65.00				
MW OH	CITY OF ANAHEIM V000023	FEB OC COMMANDERS MTG	103040-6250 Staff Training	TK012714A	80.00	3621	P09897	00082941	02/04/2014
		Vendor Total:			80.00				
MW OH	CLEAR CHOICE LIEN SALES V005847	JAN LIEN SALES SVS	103041-6182 Lien Services	TK012714A	12.50	101C	P08926	00082942	02/04/2014
MW OH	CLEAR CHOICE LIEN SALES V005847	DEC LIEN SALES SVS	103041-6182 Lien Services	TK012714A	87.50	269A	P08926	00082942	02/04/2014
MW OH	CLEAR CHOICE LIEN SALES V005847	DEC LIEN SALES SVS	103041-6182 Lien Services	TK012714A	12.50	269B	P08926	00082942	02/04/2014
MW OH	CLEAR CHOICE LIEN SALES V005847	DEC LIEN SALES SVS	103041-6182 Lien Services	TK012714A	50.00	270C	P08926	00082942	02/04/2014
MW OH	CLEAR CHOICE LIEN SALES V005847	DEC LIEN SALES SVS	103041-6182 Lien Services	TK012714A	50.00	275A	P08926	00082942	02/04/2014
MW OH	CLEAR CHOICE LIEN SALES V005847	DEC LIEN SALES SVS	103041-6182 Lien Services	TK012714A	12.50	275B	P08926	00082942	02/04/2014
MW OH	CLEAR CHOICE LIEN SALES V005847	DEC LIEN SALES SVS	103041-6182 Lien Services	TK012714A	137.50	280C	P08926	00082942	02/04/2014
MW OH	CLEAR CHOICE LIEN SALES V005847	DEC LIEN SALES SVS	103041-6182 Lien Services	TK012714A	12.50	280D	P08926	00082942	02/04/2014
MW OH	CLEAR CHOICE LIEN SALES V005847	JAN LIEN SALES SVS	103041-6182 Lien Services	TK012714A	12.50	290A	P08926	00082942	02/04/2014
MW OH	CLEAR CHOICE LIEN SALES V005847	JAN LIEN SALES SVS	103041-6182 Lien Services	TK012714A	125.00	290B	P08926	00082942	02/04/2014

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	V005847		Lien Services						
MW OH	CLEAR CHOICE LIEN SALES JAN LIEN SALES SVS V005847		103041-6182 Lien Services	TK012714A	12.50	294C	P08926	00082942	02/04/2014
MW OH	CLEAR CHOICE LIEN SALES JAN LIEN SALES SVS V005847		103041-6182 Lien Services	TK012714A	12.50	297B	P08926	00082942	02/04/2014
MW OH	CLEAR CHOICE LIEN SALES JAN LIEN SALES SVS V005847		103041-6182 Lien Services	TK012714A	137.50	297C	P08926	00082942	02/04/2014
MW OH	CLEAR CHOICE LIEN SALES JAN LIEN SALES SVS V005847		103041-6182 Lien Services	TK012714A	25.00	299B	P08926	00082942	02/04/2014
MW OH	CLEAR CHOICE LIEN SALES DEC LIEN SALES SVS V005847		103041-6182 Lien Services	TK012714A	25.00	3433	P08926	00082942	02/04/2014
MW OH	CLEAR CHOICE LIEN SALES DEC LIEN SALES SVS V005847		103041-6182 Lien Services	TK012714A	25.00	3434	P08926	00082942	02/04/2014
MW OH	CLEAR CHOICE LIEN SALES DEC LIEN SALES SVS V005847		103041-6182 Lien Services	TK012714A	25.00	3435	P08926	00082942	02/04/2014
MW OH	CLEAR CHOICE LIEN SALES DEC LIEN SALES SVS V005847		103041-6182 Lien Services	TK012714A	100.00	3435A	P08926	00082942	02/04/2014
MW OH	CLEAR CHOICE LIEN SALES JAN LIEN SALES SVS V005847		103041-6182 Lien Services	TK012714A	75.00	3438	P08926	00082942	02/04/2014
MW OH	CLEAR CHOICE LIEN SALES JAN LIEN SALES SVS V005847		103041-6182 Lien Services	TK012714A	25.00	3439	P08926	00082942	02/04/2014
MW OH	CLEAR CHOICE LIEN SALES DEC LIEN SALES SVS V005847		103041-6182 Lien Services	TK012714A	55.00	396	P08926	00082942	02/04/2014
MW OH	CLEAR CHOICE LIEN SALES DEC LIEN SALES SVS V005847		103041-6182 Lien Services	TK012714A	15.00	6523	P08926	00082942	02/04/2014
MW OH	CLEAR CHOICE LIEN SALES DEC LIEN SALES SVS V005847		103041-6182 Lien Services	TK012714A	7.50	6524	P08926	00082942	02/04/2014
MW OH	CLEAR CHOICE LIEN SALES DEC LIEN SALES SVS V005847		103041-6182 Lien Services	TK012714A	30.00	6533	P08926	00082942	02/04/2014
MW OH	CLEAR CHOICE LIEN SALES DEC LIEN SALES SVS V005847		103041-6182 Lien Services	TK012714A	7.50	6538	P08926	00082942	02/04/2014

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				Vendor Total:	1,090.00				
MW IP	CPRS DISTRICT 10 V009275	REC LEADER CONSORTIUM 2/1/14	104071-6250 Staff Training	ITK012314	180.00	010814		00082900	01/23/2014
				Vendor Total:	180.00				
MW OH	CUEVAS, JOSE V007954	PRINTER REPAIR	422023-6135 Repair/Maint Off Furn & Eqp	TK012714A	107.40	14-3	P08889	00082943	02/04/2014
				Vendor Total:	107.40				
MW OH	DALEY & HEFT ATTORNEYSLEGAL SERVICES:JONES V005914		404582-6006 / 10028-6006 Litigation	TK012714B	934.22	43564	P09884	00082944	02/04/2014
MW OH	DALEY & HEFT ATTORNEYSLEGAL SERVICES:JONES V005914		404582-6006 / 10028-6006 Litigation	TK012714B	3,192.51	43565	P09884	00082944	02/04/2014
MW OH	DALEY & HEFT ATTORNEYSLEGAL SERVICES:JONES V005914		404582-6006 / 10028-6006 Litigation	TK012714B	6,125.72	43566	P09884	00082944	02/04/2014
MW OH	DALEY & HEFT ATTORNEYSLEGAL SERVICES:JONES V005914		404582-6006 / 10028-6006 Litigation	TK012714B	3,216.59	43567	P09884	00082944	02/04/2014
MW OH	DALEY & HEFT ATTORNEYSLEGAL SERVICES:JONES V005914		404582-6006 / 10028-6006 Litigation	TK012714B	1,759.24	43568	P09884	00082944	02/04/2014
				Vendor Total:	15,228.28				
MW OH	DE LA TORRE, EDUARDO V003527	FEBRUARY MONTHLY EXPENSES	374386-5001 Salaries/Full-Time Regular	TK012714B	25.00	FEBRUARY 14		00082945	02/04/2014
MW OH	DE LA TORRE, EDUARDO V003527	FEBRUARY MONTHLY EXPENSES	101514-5001 Salaries/Full-Time Regular	TK012714B	20.00	FEBRUARY 14		00082945	02/04/2014
MW OH	DE LA TORRE, EDUARDO V003527	FEBRUARY MONTHLY EXPENSES	101511-5001 Salaries/Full-Time Regular	TK012714B	5.00	FEBRUARY 14		00082945	02/04/2014
				Vendor Total:	50.00				
MW OH	ECIS V006623	FOG INSPECTIONS	484356-6099 Other Professional Services	TK012714B	10,620.00	COFPOG114	P09872	00082946	02/04/2014
				Vendor Total:	10,620.00				
MW OH	EDUCATIONAL CREDIT V004608	P/E 1/18/14 PD DATE 1/24/14	0010-2196 Garnishments W/H	PY14902	78.82	2711/1401002		00082918	01/24/2014

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MW OH	EXPRESS EMPLOYMENT V009055	12/30-1/9 PW CONTRACT SVS	433658-6290 Dept. Contract Services	TK012714B	2,439.68	13575664-1	P09862	00082947	02/04/2014
				Vendor Total:	78.82				
MW OH	FAIRWAY FORD V000376	VEHICLE REPAIRS	433658-6134 Vehicle Repair & Maintenance	TK012714B	1,595.20	10904	P09263	00082948	02/04/2014
				Vendor Total:	2,439.68				
MW OH	FERGUSON PRAET & V000396	NOV LEGAL SERVICES:VOHRA	404582-6006 / 10031-6006 Litigation	TK012714B	111.00	17748	P09886	00082949	02/04/2014
				Vendor Total:	1,595.20				
MW IP	FIDELITY SECURITY LIFE V008132	JAN VISION PREMIUMS	395000-4740 ISF Employee Optical Costs	ITK012314	1,693.60	6845552		00082901	01/23/2014
				Vendor Total:	111.00				
MW IP	FIDELITY SECURITY LIFE V008132	JAN VISION PREMIUMS	395083-5164 Optical Insurance Premiums	ITK012314	1,085.50	6845552		00082901	01/23/2014
				Vendor Total:	2,779.10				
MW OH	FIS V008518	SEPT BUSINESS LICENSE INTERCHA	2021-6025 Third Party Administration	TK012714B	5.61	34232044	P08892	00082950	02/04/2014
				Vendor Total:	5.61				
MW OH	FIS V008518	DEC BUSINESS LICENSE INTERCHA	2021-6025 Third Party Administration	TK012714B	670.76	34243972	P08892	00082950	02/04/2014
				Vendor Total:	676.37				
MW IP	GE CAPITAL V008085	MARCH PW COPIER LEASE	484376-6175 Office Equipment Rental	ITK012314	259.22	60052896	P09602	00082902	01/23/2014
				Vendor Total:	259.22				
MW IP	GOLDEN STATE WATER V000928	NOV-JAN WATER CHARGES	431010-6335 Water	ITK012314	987.68	011514		00082903	01/23/2014
				Vendor Total:	987.68				
MW IP	GOLDEN STATE WATER V000928	NOV-JAN WATER CHARGES	296561-6335 Water	ITK012314	1,897.88	011514		00082903	01/23/2014
				Vendor Total:	2,885.56				
MW OH	GONSALVES & SON, JOE	FEB LEGISLATIVE SERVICES	101001-6099	TK012714B	4,000.00	24204	P09059	00082951	02/04/2014

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	V005577		Other Professional Services						
MW OH	GRANICUS INC. V007659	1/1-3/31 SOFTWARE MANAGED SVS41573-6136 Software Maintenance		Vendor Total: TK012714B	4,000.00 2,211.00	51181	P08904	00082952	02/04/2014
MW OH	GREAT WEST V006983	P/E 1/18/14 PD DATE 1/24/14	0010-2172 Deferred Comp Pay. - Gr West	Vendor Total: PY14902	2,211.00 840.53	2607/1401002		00082919	01/24/2014
MW OH	GREAT WEST V006983	P/E 1/18/14 PD DATE 1/24/14	0048-2172 Deferred Comp Pay. - Gr West	PY14902	42.23	2607/1401002		00082919	01/24/2014
MW OH	GREAT WEST V006983	P/E 1/18/14 PD DATE 1/24/14	0029-2172 Deferred Comp Pay. - Gr West	PY14902	16.90	2607/1401002		00082919	01/24/2014
MW OH	HENDRICKSON, ERIC V007376	FEBRUARY MONTHLY EXPENSES	102021-5001 Salaries/Full-Time Regular	Vendor Total: TK012714B	899.66 50.00	FEBRUARY 14		00082953	02/04/2014
MW OH	HONG, MIN V009183	CLASS REFUND	100000-4340 / 79380-4340 Recreation Programs	Vendor Total: TK012714B	50.00 67.00	91790		00082954	02/04/2014
EP	ICMA RETIREMENT TRUST V000496	P/E 12/30/13 PD DATE 12/30/13	0010-2170 Deferred Comp Payable - ICMA	Vendor Total: PY14701	67.00 13,600.00	2995/1401801		00005391	01/21/2014
MW IP	IDVILLE V009284	ID BADGING SYSTEM	501514-6301 Special Department Supplies	Vendor Total: ITK012314	13,600.00 4,054.39	1703952	P09889	00082904	01/23/2014
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	Vendor Total: TK012714B	4,054.39 26.05	1884521-01	P09693	00082955	02/04/2014
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	TK012714B	204.04	1889986-00	P09693	00082955	02/04/2014
MW OH	IMPERIAL SPRINKLER	IRRIGATION SUPPLIES	103655-6301	TK012714B	259.21	1891084-00	P09693	00082955	02/04/2014

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	V006506		Special Department Supplies						
				Vendor Total:	489.30				
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORM PATCH CHANGE	OUT103041-6360 Uniforms	TK012714B	10.00	1092	P09443	00082956	02/04/2014
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORM PATCH	103043-6360 Uniforms	TK012714B	5.00	1093	P09443	00082956	02/04/2014
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORM VELCRO NAME TAPES	03041-6360 Uniforms	TK012714B	21.60	1094	P09443	00082956	02/04/2014
MW OH	KEYSTONE UNIFORMS V009178	PD FIELD SVS UNIFORMS	103041-6360 Uniforms	TK012714B	668.37	1095	P09443	00082956	02/04/2014
MW OH	KEYSTONE UNIFORMS V009178	PD FIELD SVS UNIFORMS	103041-6360 Uniforms	TK012714B	454.44	1108	P09443	00082956	02/04/2014
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORM PATCH CHANGE	OUT103041-6360 Uniforms	TK012714B	20.00	1109	P09443	00082956	02/04/2014
MW OH	KEYSTONE UNIFORMS V009178	PD FIELD SVS UNIFORMS	103041-6360 Uniforms	TK012714B	381.16	1110	P09443	00082956	02/04/2014
MW OH	KEYSTONE UNIFORMS V009178	PD FIELD SVS UNIFORMS	103041-6360 Uniforms	TK012714B	116.05	1111	P09443	00082956	02/04/2014
MW OH	KEYSTONE UNIFORMS V009178	PD FIELD SVS UNIFORMS	103041-6360 Uniforms	TK012714B	395.24	1112	P09443	00082956	02/04/2014
MW OH	KEYSTONE UNIFORMS V009178	PD FIELD SVS UNIFORMS	103041-6360 Uniforms	TK012714B	597.29	1113	P09443	00082956	02/04/2014
MW OH	KEYSTONE UNIFORMS V009178	PD VIP UNIFORM-BARTZ	103041-6360 Uniforms	TK012714B	136.18	1114	P09443	00082956	02/04/2014
MW OH	KEYSTONE UNIFORMS V009178	PD FIELD SVS UNIFORMS	103041-6360 Uniforms	TK012714B	955.04	1123	P09443	00082956	02/04/2014
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORM PATCH CHANGE	OUT103041-6360 Uniforms	TK012714B	15.00	755	P09443	00082956	02/04/2014
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORM PATCH CHANGE	OUT103041-6360 Uniforms	TK012714B	10.00	756	P09443	00082956	02/04/2014
MW OH	KEYSTONE UNIFORMS	PD UNIFORM PATCH CHANGE	OUT103041-6360	TK012714B	10.00	757	P09443	00082956	02/04/2014

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	V009178		Uniforms						
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORM PATCH CHANGE OUT	103041-6360 Uniforms	TK012714B	20.00	759	P09443	00082956	02/04/2014
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORM PATCHES	103041-6360 Uniforms	TK012714B	1,296.00	1115	P09763	00082956	02/04/2014
			Vendor Total:		5,111.37				
MW OH	KHUSE, JENNIFER V008225	COMMUNICATIONS WORKSHOP	103043-6250 Staff Training	TK012714B	57.43	3219	P09896	00082957	02/04/2014
MW OH	KLEIN & WILSON V008149	NOV LEGAL SERVICES	101005-6006 Litigation	TK012714B	57.43	2088	P09842	00082958	02/04/2014
			Vendor Total:		145.23				
MW OH	KNOWLES-MCNIFF INC V000558	DEC IT SUPPORT SERVICES	422023-6136 Software Maintenance	TK012714B	1,039.50	INV90629	P09903	00082959	02/04/2014
MW IP	KOA CORPORATION V006654	NOV PLANNING SVS-SCHAMER	102531-6290 / 45042-6290 Dept. Contract Services	ITK012314	1,039.50	JB33016X6	P09864	00082905	01/23/2014
			Vendor Total:		1,400.00				
MW OH	KOSMONT COMPANIES V006131	NOV REAL ESTATE ADVISORY	SVS540000-6001 Management Consulting Services	TK012714B	5,783.85	0035	P09840	00082960	02/04/2014
			Vendor Total:		5,783.85				
MW OH	LE-NGUYEN, MAGGIE V007345	FEBRUARY MONTHLY EXPENSES	102021-5001 Salaries/Full-Time Regular	TK012714C	50.00	FEBRUARY 14		00082961	02/04/2014
MW OH	LEGAL SHIELD V008104	JAN LEGAL SERVICES	0010-2192 Police Legal Services	TK012714C	50.00	408.84 012314		00082962	02/04/2014
MW OH	LEGAL SHIELD V008104	JAN LEGAL SERVICES	0043-2192 Police Legal Services	TK012714C	14.96	012314		00082962	02/04/2014
MW OH	LEGAL SHIELD	JAN LEGAL SERVICES	0037-2192	TK012714C	12.72	012314		00082962	02/04/2014

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MW OH	V008104	JAN LEGAL SERVICES	Police Legal Services	TK012714C	28.08	012314		00082962	02/04/2014
MW OH	V008104	JAN LEGAL SERVICES	Police Legal Services	TK012714C	6.60	012314		00082962	02/04/2014
		Vendor Total:			471.20				
MW OH	V008540	1/7-8 GENERAL PLAN SVS	333523-6017 / 6108670159-6017 Special Studies	TK012714C	174.00	PLA135	P09113	00082963	02/04/2014
MW OH	V008540	1/2-16 BUILDING INSPECTION SVS	102532-6045 Building Inspection Services	TK012714C	2,160.00	PLA135	P09113	00082963	02/04/2014
MW OH	V008540	1/8-15 BUILDING CONTRACT SVS	102532-6290 Dept. Contract Services	TK012714C	2,108.00	PLA135	P09113	00082963	02/04/2014
MW OH	V008540	1/2-16 PW INSPECTOR SVS	103550-6290 Dept. Contract Services	TK012714C	1,800.00	PLA135B	P09144	00082963	02/04/2014
		Vendor Total:			6,242.00				
MW OH	V005712	FEB MONTHLY EXPENSES	484356-5001 Salaries/Full-Time Regular	TK012714C	12.50	FEBRUARY 14		00082964	02/04/2014
MW OH	V005712	FEB MONTHLY EXPENSES	102533-5001 Salaries/Full-Time Regular	TK012714C	25.00	FEBRUARY 14		00082964	02/04/2014
MW OH	V005712	FEB MONTHLY EXPENSES	374386-5001 Salaries/Full-Time Regular	TK012714C	12.50	FEBRUARY 14		00082964	02/04/2014
		Vendor Total:			50.00				
MW IP	V008122	EMPLOYEE ASSISTANCE PROGRAM	95083-5161 Health Insurance Premiums	ITK012314	557.44	3200053832	P09860	00082906	01/23/2014
		Vendor Total:			557.44				
MW OH	V008226	BUDGET STABILIZATION PLAN	ACT01511-6001 Management Consulting Services	TK012714C	4,500.00	INV00819	P09837	00082965	02/04/2014
MW OH	V008226	12/2-11 INTEREM MGMT ASSISTAN	001511-6001 Management Consulting Services	TK012714C	4,029.73	INV00842	P09838	00082965	02/04/2014
MW OH	V008226	DEC INTERIM MGMT SERVICES	101511-6001	TK012714C	2,125.28	INV00860	P09890	00082965	02/04/2014

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	V008226		Management Consulting Services						
MW OH	MATHIS GROUP V009222	JOB ADVERTISING	101511-6001 Management Consulting Services	Vendor Total: TK012714C	10,655.01 2,940.00	15926	P09887	00082966	02/04/2014
MW OH	MCCONAHA, MICHAEL V002517	FEB MONTHLY EXPENSES	103550-5001 Salaries/Full-Time Regular	Vendor Total: TK012714C	2,940.00 50.00	FEBRUARY 14		00082967	02/04/2014
MW OH	MORENO, TANIA V007723	FEBRUARY MONTHLY EXPENSES	101002-5001 Salaries/Full-Time Regular	Vendor Total: TK012714C	50.00 25.00	FEBRUARY 14		00082968	02/04/2014
MW OH	MORENO, TANIA V007723	FEBRUARY MONTHLY EXPENSES	101513-5001 Salaries/Full-Time Regular	TK012714C	25.00	FEBRUARY 14		00082968	02/04/2014
MW OH	MUNISERVICES V007753	AUG-DEC LTC DISCOVERY	102021-6099 Other Professional Services	Vendor Total: TK012714C	50.00 651.34	32699	P09906	00082969	02/04/2014
MW OH	NGUYEN, MICHAEL V005291	FEB MONTHLY EXPENSES	102021-5001 Salaries/Full-Time Regular	Vendor Total: TK012714C	651.34 50.00	FEBRUARY 14		00082970	02/04/2014
MW OH	NICKS, JONATHAN V004909	FEB MONTHLY EXPENSES	104072-5001 Salaries/Full-Time Regular	Vendor Total: TK012714C	50.00 50.00	FEBRUARY 14		00082971	02/04/2014
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	101511-6315 Office Supplies	Vendor Total: TK012714C	50.00 64.78	045059	P08959	00082972	02/04/2014
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102020-6315 Office Supplies	TK012714C	21.99	045064I	P09126	00082972	02/04/2014
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102020-6315 Office Supplies	TK012714C	60.15	045129I	P09126	00082972	02/04/2014
		Vendor Total:			146.92				

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MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	433658-6134 Vehicle Repair & Maintenance	TK012714C	26.58	268106	P09178	00082973	02/04/2014
MW OH	ONWARD ENGINEERING V008092	DEC ENGINEERING	333552-6015 / 6103215998-6015 Engineering Services	Vendor Total: TK012714C	5,786.00	2428	P09857	00082974	02/04/2014
MW OH	ORANGE COUNTY V000699	P/E 1/18/14 PD DATE 1/24/14	0029-2176 PCEA/OCEA Assoc Dues	Vendor Total: PY14902	5,786.00			00082920	01/24/2014
MW OH	ORANGE COUNTY V000699	P/E 1/18/14 PD DATE 1/24/14	0010-2176 PCEA/OCEA Assoc Dues	PY14902	236.30	2610/1401002		00082920	01/24/2014
MW OH	ORANGE COUNTY V000699	P/E 1/18/14 PD DATE 1/24/14	0037-2176 PCEA/OCEA Assoc Dues	PY14902	4.07	2610/1401002		00082920	01/24/2014
MW OH	ORANGE COUNTY V000699	P/E 1/18/14 PD DATE 1/24/14	0043-2176 PCEA/OCEA Assoc Dues	PY14902	19.24	2610/1401002		00082920	01/24/2014
MW OH	ORANGE COUNTY V000699	P/E 1/18/14 PD DATE 1/24/14	0048-2176 PCEA/OCEA Assoc Dues	PY14902	20.35	2610/1401002		00082920	01/24/2014
MW OH	ORANGE COUNTY V007306	DEC PARKING CITATIONS	0044-2038 Parking Fines	Vendor Total: TK012714C	288.60			00082975	02/04/2014
MW OH	ORANGE COUNTY YOUTH V009289	DEPOSIT REFUND-FIELD ALLOCATI	00000-4385 / 79177-4385 Facility Rental	Vendor Total: TK012714C	4,712.50	11314PC		00082976	02/04/2014
MW OH	ORTEGA, JEANETTE V007724	FEB MONTHLY EXPENSES	101572-5001 Salaries/Full-Time Regular	Vendor Total: TK012714C	62.00	91794		00082977	02/04/2014
MW IP	PARS V006999	JAN ADMINISTRATOR SVS	395083-6025 Third Party Administration	Vendor Total: ITK012314	62.00			00082907	01/23/2014
MW OH	PCEA C/O NORTH ORANGE CO	1/18/14 PD DATE 1/24/14	0029-2176	Vendor Total: PY14902	407.45	27826		00082921	01/24/2014

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	V000679		PCEA/OCEA Assoc Dues						
MW OH	PCEA C/O NORTH ORANGE V000679	00E 1/18/14 PD DATE 1/24/14	0048-2176 PCEA/OCEA Assoc Dues	PY14902	2.11	2615/1401002		00082921	01/24/2014
MW OH	PCEA C/O NORTH ORANGE V000679	00E 1/18/14 PD DATE 1/24/14	0037-2176 PCEA/OCEA Assoc Dues	PY14902	0.43	2615/1401002		00082921	01/24/2014
MW OH	PCEA C/O NORTH ORANGE V000679	00E 1/18/14 PD DATE 1/24/14	0010-2176 PCEA/OCEA Assoc Dues	PY14902	24.56	2615/1401002		00082921	01/24/2014
MW OH	PCEA C/O NORTH ORANGE V000679	00E 1/18/14 PD DATE 1/24/14	0043-2176 PCEA/OCEA Assoc Dues	PY14902	2.00	2615/1401002		00082921	01/24/2014
			Vendor Total:		30.00				
MW OH	PEREZ, SHANA V009295	DEPOSIT REFUND-AGUIRRE	100000-4385 / 79160-4385 Facility Rental	TK012714C	100.00	91722		00082978	02/04/2014
			Vendor Total:		100.00				
MW OH	PLACENTIA POLICE V000839	P/E 1/18/14 PD DATE 1/24/14	0010-2180 Police Mgmt Assn Dues	PY14902	1,000.28	2625/1401002		00082922	01/24/2014
			Vendor Total:		1,000.28				
MW IP	PLACENTIA POLICE V003519	PPOA UNION DUES-KEEN	0010-2178 Placentia Police Assoc Dues	ITK012314	72.27	11414A		00082908	01/23/2014
MW OH	PLACENTIA POLICE V003519	P/E 1/18/14 PD DATE 1/24/14	0010-2178 Placentia Police Assoc Dues	PY14902	2,946.11	2620/1401002		00082923	01/24/2014
MW OH	PLACENTIA POLICE V003519	P/E 1/18/14 PD DATE 1/24/14	0050-2178 Placentia Police Assoc Dues	PY14902	94.70	2620/1401002		00082923	01/24/2014
MW IP	PLACENTIA POLICE V003519	P/E 12/30/13 PD DATE 12/30/13	0010-2178 Placentia Police Assoc Dues	PY14701	72.27	2620/1401801		00082893	01/21/2014
			Vendor Total:		3,185.35				
MW OH	PLACENTIA STEELERS V005833	DEPOSIT REFUND-FIELD ALLOCATI	000000-4385 / 79177-4385 Facility Rental	TK012714C	100.00	91793		00082979	02/04/2014
			Vendor Total:		100.00				
MW IP	PRINCIPAL FINANCIAL V000844	JAN LIFE INSURANCE PREMIUMS	101512-5163 Life Insurance Premiums	ITK012314	126.23	124120475000-00		00082909	01/23/2014

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MW IP	PRINCIPAL FINANCIAL V000844	JAN LIFE INSURANCE PREMIUMS	103040-5163 Life Insurance Premiums	ITK012314	154.30	124120475000-00		00082909	01/23/2014
MW IP	PRINCIPAL FINANCIAL V000844	JAN LIFE INSURANCE PREMIUMS	101511-5163 Life Insurance Premiums	ITK012314	221.48	124120475000-00		00082909	01/23/2014
MW IP	PRINCIPAL FINANCIAL V000844	JAN LIFE INSURANCE PREMIUMS	103650-5163 Life Insurance Premiums	ITK012314	240.97	124120475000-00		00082909	01/23/2014
MW IP	PRINCIPAL FINANCIAL V000844	JAN LIFE INSURANCE PREMIUMS	395083-5163 Life Insurance Premiums	ITK012314	402.45	124120475000-00		00082909	01/23/2014
MW IP	PRINCIPAL FINANCIAL V000844	DEC LIFE INSURANCE PREMIUMS	103650-5163 Life Insurance Premiums	ITK012314	240.97	12412306000-001		00082909	01/23/2014
MW IP	PRINCIPAL FINANCIAL V000844	DEC LIFE INSURANCE PREMIUMS	101511-5163 Life Insurance Premiums	ITK012314	221.48	12412306000-001		00082909	01/23/2014
MW IP	PRINCIPAL FINANCIAL V000844	DEC LIFE INSURANCE PREMIUMS	395083-5163 Life Insurance Premiums	ITK012314	402.45	12412306000-001		00082909	01/23/2014
MW IP	PRINCIPAL FINANCIAL V000844	DEC LIFE INSURANCE PREMIUMS	103040-5163 Life Insurance Premiums	ITK012314	154.30	12412306000-001		00082909	01/23/2014
MW IP	PRINCIPAL FINANCIAL V000844	DEC LIFE INSURANCE PREMIUMS	101512-5163 Life Insurance Premiums	ITK012314	126.23	12412306000-001		00082909	01/23/2014
MW IP	PRINCIPAL FINANCIAL V000844	NOV LIFE INSURANCE PREMIUMS	395083-5163 Life Insurance Premiums	ITK012314	402.45	124123072000-00		00082909	01/23/2014
MW IP	PRINCIPAL FINANCIAL V000844	NOV LIFE INSURANCE PREMIUMS	102020-5163 Life Insurance Premiums	ITK012314	86.73	124123072000-00		00082909	01/23/2014
MW IP	PRINCIPAL FINANCIAL V000844	NOV LIFE INSURANCE PREMIUMS	103650-5163 Life Insurance Premiums	ITK012314	240.97	124123072000-00		00082909	01/23/2014
MW IP	PRINCIPAL FINANCIAL V000844	NOV LIFE INSURANCE PREMIUMS	101512-5163 Life Insurance Premiums	ITK012314	126.23	124123072000-00		00082909	01/23/2014
MW IP	PRINCIPAL FINANCIAL V000844	NOV LIFE INSURANCE PREMIUMS	101511-5163 Life Insurance Premiums	ITK012314	221.48	124123072000-00		00082909	01/23/2014
MW IP	PRINCIPAL FINANCIAL V000844	NOV LIFE INSURANCE PREMIUMS	103040-5163 Life Insurance Premiums	ITK012314	154.30	124123072000-00		00082909	01/23/2014

Vendor Total: 3,523.02

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MW OH	QIAN, HAIYNE V009291	CLASS REFUND	100000-4340 / 79348-4340 Recreation Programs	TK012714C	48.00	91835		00082980	02/04/2014
		Vendor Total:			48.00				
MW OH	QUICK SIGNS V009030	DOWNTOWN STREET BANNERS	102534-6099 Other Professional Services	TK012714C	232.20	38886	P09801	00082981	02/04/2014
		Vendor Total:			232.20				
MW OH	RAGGED ROBIN RANCH INC V009274	1/6-16 PLANNING CONTRACT SVS	102531-6001 Management Consulting Services	TK012714C	4,237.50	1-16-14	P09853	00082982	02/04/2014
		Vendor Total:			4,237.50				
MW OH	RAILPROS INC V009100	DEC ENGINEERING SVS-QUIET ZON	3E3552-6015 / 6105615155-6015 Engineering Services	TK012714C	250.36	CPQZ_201312	P09111	00082983	02/04/2014
		Vendor Total:			250.36				
MW OH	REYNARD MD, MICHAEL V009138	OCT EXPERT WITNESS SERVICES	404582-6006 / 10028-6006 Litigation	TK012714C	2,443.75	2	P09885	00082984	02/04/2014
		Vendor Total:			2,443.75				
MW OH	SANCHEZ-MONTIEL, JULIO V008450	DEPOSIT REFUND-BACKS BLDG	100000-4385 / 79161-4385 Facility Rental	TK012714C	150.00	91792		00082985	02/04/2014
		Vendor Total:			150.00				
MW OH	SANDOVAL, MARIA SALOMIREFUND-PARKING CITATION V009294		100000-4410 City Ord Fines (Parking)	TK012714C	144.50	12314		00082986	02/04/2014
		Vendor Total:			144.50				
MW OH	SANDOVAL, MARIA SALOMIREFUND-PARKING CITATION V009294		0044-2038 Parking Fines	TK012714C	12.50	12314		00082986	02/04/2014
		Vendor Total:			12.50				
MW OH	SECURITY DESIGN CONCEPTS V008347	DEPT PLAN REVIEWS	102531-6290 Dept. Contract Services	TK012714C	229.50	13078	P09908	00082987	02/04/2014
		Vendor Total:			229.50				
MW OH	SMITH, WARD V002806	FEBRUARY MONTHLY EXPENSES	103040-5001 Salaries/Full-Time Regular	TK012714C	50.00	FEBRUARY 14		00082988	02/04/2014
		Vendor Total:			50.00				

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MW IP	SOUTHERN CALIFORNIA V000910	NOV-DEC ELECTRICAL CHARGES	103552-6330 Electricity	ITK012314	58.50	011614		00082910	01/23/2014
MW IP	SOUTHERN CALIFORNIA V000910	NOV-DEC ELECTRICAL CHARGES	431010-6330 Electricity	ITK012314	15,030.05	011614		00082910	01/23/2014
MW IP	SOUTHERN CALIFORNIA V000910	NOV-DEC ELECTRICAL CHARGES	0010-1226 AR/City of Yorba Linda	ITK012314	117.58	011614		00082910	01/23/2014
MW IP	SOUTHERN CALIFORNIA V000910	NOV-DEC ELECTRICAL CHARGES	296561-6330 Electricity	ITK012314	282.26	011614		00082910	01/23/2014
MW IP	SOUTHERN CALIFORNIA V000910	NOV-DEC ELECTRICAL CHARGES	0010-1228 AR/County of Orange	ITK012314	14.56	011614		00082910	01/23/2014
MW IP	SOUTHERN CALIFORNIA V000910	NOV-DEC ELECTRICAL CHARGES	286560-6330 Electricity	ITK012314	29,866.67	011614		00082910	01/23/2014
				Vendor Total:	45,369.62				
MW IP	ST JUDE HERITAGE V003499	NOV PRE-EMPLOYMENT	101512-6099 Other Professional Services	ITK012314	140.00	28251	P09829	00082911	01/23/2014
				Vendor Total:	140.00				
MW OH	SUNGARD PUBLIC SECTOR V005987	FEB OS/ASP SERVICES	422023-6136 Software Maintenance	TK012714C	5,667.06	76162	P08992	00082989	02/04/2014
				Vendor Total:	5,667.06				
MW OH	SYNOPTTEK INC V007863	DEC IT SUPPORT SVS	422023-6290 Dept. Contract Services	TK012714C	6,627.51	221539	P08929	00082990	02/04/2014
MW OH	SYNOPTTEK INC V007863	NOV ANTI-VIRUS PROTECTION	422023-6136 Software Maintenance	TK012714C	472.50	221415	P09748	00082990	02/04/2014
MW OH	SYNOPTTEK INC V007863	DEC ANTI-VIRUS PROTECTION	422023-6136 Software Maintenance	TK012714C	425.00	221772	P09748	00082990	02/04/2014
MW OH	SYNOPTTEK INC V007863	COMPUTER REPLACEMENT LABOR	LABOR33523-6840 / 30029-6840 Machinery & Equipment	TK012714C	3,600.00	221641	P09790	00082990	02/04/2014
MW OH	SYNOPTTEK INC V007863	PD WORKSTATION IT LABOR	103043-6290 Dept. Contract Services	TK012714C	1,050.00	221289	P09800	00082990	02/04/2014
				Vendor Total:	12,175.01				

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MW IP	T-MOBILE V004339	DEC CELL PHONE CHARGES	431010-6215 Telephone	ITK012314	852.81	010214		00082912	01/23/2014
MW IP	T-MOBILE V004339	DEC CELL PHONE CHARGES	431010-6215 Telephone	ITK012314	1,989.36	010314		00082912	01/23/2014
MW IP	T-MOBILE V004339	DEC CELL PHONE CHARGES	431010-6215 Telephone	ITK012314	790.19	010414		00082912	01/23/2014
				Vendor Total:	3,632.36				
MW OH	TERRA WEST ADVISORS IN V005538	PLANNING PROFESSIONAL SVS	102531-6290 Dept. Contract Services	TK012714C	345.00	PL-HQT-0713A	P09909	00082991	02/04/2014
MW OH	TERRA WEST ADVISORS IN V005538	PLANNING PROFESSIONAL SVS	102531-6290 Dept. Contract Services	TK012714C	115.00	PL-HQT-1013	P09909	00082991	02/04/2014
MW OH	TERRA WEST ADVISORS IN V005538	PLANNING PROFESSIONAL SVS	102531-6290 Dept. Contract Services	TK012714C	805.00	PL-HQT-1113	P09909	00082991	02/04/2014
MW OH	TERRA WEST ADVISORS IN V005538	PLANNING PROFESSIONAL SVS	102531-6290 Dept. Contract Services	TK012714C	1,868.75	PL-HQT-1213	P09909	00082991	02/04/2014
MW OH	TERRA WEST ADVISORS IN V005538	PLANNING PROFESSIONAL SVS	102531-6290 Dept. Contract Services	TK012714C	300.00	PL-OLS-1112A	P09909	00082991	02/04/2014
MW OH	TERRA WEST ADVISORS IN V005538	PLANNING PROFESSIONAL SVS	102531-6290 Dept. Contract Services	TK012714C	230.00	PL-RC-1013	P09909	00082991	02/04/2014
				Vendor Total:	3,663.75				
MW IP	TIME WARNER CABLE V004450	FEB CABLE CHARGES	431010-6215 Telephone	ITK012314	139.93	012214		00082913	01/23/2014
MW IP	TIME WARNER CABLE V004450	FEB CABLE CHARGES	431010-6215 Telephone	ITK012314	1,169.96	14		00082913	01/23/2014
				Vendor Total:	1,309.89				
MW OH	TRIPEPI SMITH & V007848	JAN IT CONSULTING	422023-6290 Dept. Contract Services	TK012714C	550.00	904	P09515	00082992	02/04/2014
MW OH	URBAN, ASHLEY V004861	FEBRUARY MONTHLY EXPENSES	103042-5001 Salaries/Full-Time Regular	TK012714C	50.00	FEBRUARY 14		00082993	02/04/2014

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Vendor Total:					50.00				
MW IP	US BANK PARS #6746022400 V008781	PARS/ARS P/E 1/4 PD 1/10	0010-2126 Employee PARS/ARS W/H	ITK012314	582.24	011314A		00082914	01/23/2014
MW IP	US BANK PARS #6746022400 V008781	PARS/ARS P/E 1/4 PD 1/10	0043-2126 Employee PARS/ARS W/H	ITK012314	3.78	011314A		00082914	01/23/2014
MW IP	US BANK PARS #6746022400 V008781	PARS/ARS P/E 1/4 PD 1/10	0043-2131 Employer PARS/ARS Payable	ITK012314	3.78	011314A		00082914	01/23/2014
MW IP	US BANK PARS #6746022400 V008781	PARS/ARS P/E 1/4 PD 1/10	0010-2131 Employer PARS/ARS Payable	ITK012314	582.24	011314A		00082914	01/23/2014
MW OH	US BANK PARS #6746022400 V008781	PARS/ARS P/E 1/18 PD 1/24	0043-2126 Employee PARS/ARS W/H	TK012714C	28.99	012314M		00082994	02/04/2014
MW OH	US BANK PARS #6746022400 V008781	PARS/ARS P/E 1/18 PD 1/24	0043-2131 Employer PARS/ARS Payable	TK012714C	28.99	012314M		00082994	02/04/2014
MW OH	US BANK PARS #6746022400 V008781	PARS/ARS P/E 1/18 PD 1/24	0010-2126 Employee PARS/ARS W/H	TK012714C	1,038.86	012314M		00082994	02/04/2014
MW OH	US BANK PARS #6746022400 V008781	PARS/ARS P/E 1/18 PD 1/24	0010-2131 Employer PARS/ARS Payable	TK012714C	1,038.86	012314M		00082994	02/04/2014
Vendor Total:					3,307.74				
MW IP	VACCARO, FRANK V004321	PYB REFEREE FEES	104071-6501 / 79376-6301 Special Department Supplies	ITK012314	1,368.00	01082014	P09868	00082915	01/23/2014
Vendor Total:					1,368.00				
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 1/18/14 PD DATE 1/24/14	0029-2170 Deferred Comp Payable - ICMA	PY14902	13.84	2606/1401002		00082924	01/24/2014
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 1/18/14 PD DATE 1/24/14	0010-2170 Deferred Comp Payable - ICMA	PY14902	1,165.53	2606/1401002		00082924	01/24/2014
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 1/18/14 PD DATE 1/24/14	0048-2170 Deferred Comp Payable - ICMA	PY14902	20.76	2606/1401002		00082924	01/24/2014
Vendor Total:					1,200.13				
MW OH	VERA, SANDRA V009293	FEBRUARY MONTHLY EXPENSES	101512-5001 Salaries/Full-Time Regular	TK012714C	50.00	FEBRUARY 14		00082995	02/04/2014

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MW OH	VERONESE, MATT V009296	REFUND-PARKING CITATION	100000-4410 City Ord Fines (Parking)	TK012714C	50.00	9.50 011314P		00082996	02/04/2014
MW OH	VERONESE, MATT V009296	REFUND-PARKING CITATION	0044-2038 Parking Fines	TK012714C	12.50	071013		00082996	02/04/2014
MW OH	WILLDAN FINANCIAL V005723	CFD TRUSTEE FEES	476562-6099 Other Professional Services	TK012714C	22.00	2,200.00 010-23163	P09905	00082997	02/04/2014
MW OH	WONG, DANNY V009288	CLASS REFUND	100000-4340 / 79380-4340 Recreation Programs	TK012714C	2,200.00	67.00 91791		00082998	02/04/2014
MW IP	YORBA LINDA WATER V001148	DEC WATER CHARGES	431010-6335 Water	ITK012314	67.00	89.17 011314		00082916	01/23/2014
				Vendor Total:	89.17				
				Type Total:	386,514.87				
				Warrant Total:	386,514.87				

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EP	ACOSTA, JOAQUIN E000017	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R012214	188.23	FEBRUARY 14		00005487	01/29/2014
		Vendor Total:			188.23				
EP	ALDWIR, MAMOUN E000113	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R012214	1,069.64	FEBRUARY 14		00005488	01/29/2014
		Vendor Total:			1,069.64				
EP	ANDERSON, MARLA E000071	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R012214	800.48	FEBRUARY 14		00005489	01/29/2014
		Vendor Total:			800.48				
EP	ARMSTRONG, JOHN T E000046	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R012214	1,392.70	FEBRUARY 14		00005490	01/29/2014
		Vendor Total:			1,392.70				
EP	BABCOCK, CHARLES A E000015	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R012214	278.00	FEBRUARY 14		00005491	01/29/2014
		Vendor Total:			278.00				
EP	BEALS, SHARLENE E000076	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R012214	188.23	FEBRUARY 14		00005492	01/29/2014
		Vendor Total:			188.23				
EP	BONESCHANS, DENNIS E000020	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R012214	188.23	FEBRUARY 14		00005493	01/29/2014
		Vendor Total:			188.23				
EP	BUNNELL, DONALD E000062	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R012214	495.46	FEBRUARY 14		00005494	01/29/2014
		Vendor Total:			495.46				
EP	BURGNER, ARTHUR E000074	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R012214	495.46	FEBRUARY 14		00005495	01/29/2014
		Vendor Total:			495.46				
EP	CHANDLER, JOHN P E000109	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R012214	1,101.00	FEBRUARY 14		00005496	01/29/2014
		Vendor Total:			1,101.00				

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EP	CHANG, ROBERT E000107	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R012214	1,101.00				
					1,326.00	FEBRUARY 14		00005497	01/29/2014
EP	COBBETT, GEOFFREY E000007	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R012214	1,326.00				
					787.42	FEBRUARY 14		00005498	01/29/2014
EP	COOK, ARLENE M E000018	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R012214	787.42				
					495.46	FEBRUARY 14		00005499	01/29/2014
EP	D'AMATO, ROBERT E000056	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R012214	495.46				
					495.46	FEBRUARY 14		00005500	01/29/2014
EP	DAVID, PRESTON E000112	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R012214	495.46				
					795.34	FEBRUARY 14		00005501	01/29/2014
EP	DAVIS, CAROLYN E000005	MARCH MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R012214	795.34				
					495.46	FEBRUARY 14		00005502	01/29/2014
EP	DELOS SANTOS, JAMIE E000045	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R012214	495.46				
					993.00	FEBRUARY 14		00005503	01/29/2014
EP	DICKSON, ROBERTA JO E000011	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R012214	993.00				
					188.23	FEBRUARY 14		00005504	01/29/2014
EP	DOWNEY, CAROL E000082	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R012214	188.23				
					495.46	FEBRUARY 14		00005505	01/29/2014
EP	DURNIL, RODNEY	FEB MEDICAL REIMBURSEMENT	395083-5161	Vendor Total: R012214	495.46				
					954.98	FEBRUARY 14		00005506	01/29/2014

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	E000036		Health Insurance Premiums						
EP	ECKENRODE, NORMAN E000029	MARCH MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R012214	954.98 495.46	FEBRUARY 14		00005507	01/29/2014
EP	ELSTRO, ANN M E000027	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R012214	495.46 495.46	FEBRUARY 14		00005508	01/29/2014
EP	ESCOBOSA, LILLIAN E000055	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R012214	495.46 495.46	FEBRUARY 14		00005509	01/29/2014
EP	ESPINOZA, ROSALINDA E000016	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R012214	495.46 437.00	FEBRUARY 14		00005510	01/29/2014
EP	FIGUEROA, DANIEL E000057	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R012214	437.00 179.21	FEBRUARY 14		00005511	01/29/2014
EP	FISCHER, HAROLD A E000023	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R012214	179.21 672.00	FEBRUARY 14		00005512	01/29/2014
EP	FRICKE, JUERGEN E000075	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R012214	672.00 672.00	FEBRUARY 14		00005513	01/29/2014
EP	FULLER, GLENN H E000081	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R012214	672.00 659.00	FEBRUARY 14		00005514	01/29/2014
EP	GALLANT, KAREN E000008	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R012214	659.00 495.46	FEBRUARY 14		00005515	01/29/2014
				Vendor Total:	495.46				

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EP	GARNER, JO ANN E000047	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R012214	495.46	FEBRUARY 14		00005516	01/29/2014
			Vendor Total:		495.46				
EP	GARNER, KITTY E000080	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R012214	993.00	FEBRUARY 14		00005517	01/29/2014
			Vendor Total:		993.00				
EP	GOMEZ, DANIEL E000049	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R012214	495.46	FEBRUARY 14		00005518	01/29/2014
			Vendor Total:		495.46				
EP	GRIMM, DENNIS L E000042	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R012214	469.00	FEBRUARY 14		00005519	01/29/2014
			Vendor Total:		469.00				
EP	HOCH, ELEANOR M E000078	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R012214	188.23	FEBRUARY 14		00005520	01/29/2014
			Vendor Total:		188.23				
EP	HOLTSLAW, KATHERINE E000121	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R012214	1,319.00	FEBRUARY 14		00005521	01/29/2014
			Vendor Total:		1,319.00				
EP	ICMA RETIREMENT TRUST V000496	P/E 1/18/14 PD DATE 1/24/14	0037-2170 Deferred Comp Payable - ICMA	PY14902	45.00	2995/1401002		00005581	01/24/2014
EP	ICMA RETIREMENT TRUST V000496	P/E 1/18/14 PD DATE 1/24/14	0029-2170 Deferred Comp Payable - ICMA	PY14902	58.00	2995/1401002		00005581	01/24/2014
EP	ICMA RETIREMENT TRUST V000496	P/E 1/18/14 PD DATE 1/24/14	0010-2170 Deferred Comp Payable - ICMA	PY14902	6,952.72	2995/1401002		00005581	01/24/2014
EP	ICMA RETIREMENT TRUST V000496	P/E 1/18/14 PD DATE 1/24/14	0043-2170 Deferred Comp Payable - ICMA	PY14902	50.00	2995/1401002		00005581	01/24/2014
EP	ICMA RETIREMENT TRUST V000496	P/E 1/18/14 PD DATE 1/24/14	0048-2170 Deferred Comp Payable - ICMA	PY14902	97.00	2995/1401002		00005581	01/24/2014
			Vendor Total:		7,202.72				
EP	IRVINE, SUZETTE	FEB MEDICAL REIMBURSEMENT	395083-5161	R012214	800.48	FEBRUARY 14		00005522	01/29/2014

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	E000019		Health Insurance Premiums					
EP	JENKINS, ROBERT E000084	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R012214	800.48 495.46 FEBRUARY 14		00005523	01/29/2014
EP	JOHNSON, SHARON E000099	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R012214	495.46 495.46 FEBRUARY 14		00005524	01/29/2014
EP	JONES, ROBERT E000053	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R012214	495.46 179.21 FEBRUARY 14		00005525	01/29/2014
EP	JUDD, TERRELL E000115	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R012214	179.21 1,069.64 FEBRUARY 14		00005526	01/29/2014
EP	KIRKLAND, RICHARD L E000110	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R012214	1,069.64 338.17 FEBRUARY 14		00005527	01/29/2014
EP	LITTLE, DIANE M E000098	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R012214	338.17 469.00 FEBRUARY 14		00005528	01/29/2014
EP	LOOMIS, CORINNE E000122	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R012214	469.00 338.17 FEBRUARY 14		00005529	01/29/2014
EP	LOWREY, B J E000041	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R012214	338.17 272.00 FEBRUARY 14		00005530	01/29/2014
EP	MAERTZWEILER, MICHAEL E000032	MARCH MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R012214	272.00 495.46 FEBRUARY 14		00005531	01/29/2014
				Vendor Total:	495.46			

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EP	MANNING, VEDA M E000063	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R012214	188.23	FEBRUARY 14		00005532	01/29/2014
		Vendor Total:			188.23				
EP	MARMOLEJO, PACO E000068	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R012214	1,326.00	FEBRUARY 14		00005533	01/29/2014
		Vendor Total:			1,326.00				
EP	MILANO, JAMES E000054	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R012214	495.46	FEBRUARY 14		00005534	01/29/2014
		Vendor Total:			495.46				
EP	MILLER, RICHARD E000106	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R012214	1,101.00	FEBRUARY 14		00005535	01/29/2014
		Vendor Total:			1,101.00				
EP	MONTOOTH, MARLENE E000021	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R012214	188.23	FEBRUARY 14		00005536	01/29/2014
		Vendor Total:			188.23				
EP	MOORE, LARRY W E000044	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R012214	437.00	FEBRUARY 14		00005537	01/29/2014
		Vendor Total:			437.00				
EP	NAJERA, ROBERT JR E000065	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R012214	795.34	FEBRUARY 14		00005538	01/29/2014
		Vendor Total:			795.34				
EP	NISSEN, JANICE E000073	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R012214	188.23	FEBRUARY 14		00005539	01/29/2014
		Vendor Total:			188.23				
EP	OLEA, ARLENE J E000014	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R012214	1,069.64	FEBRUARY 14		00005540	01/29/2014
		Vendor Total:			1,069.64				
EP	ORTEGA, MANUEL E E000100	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R012214	926.00	FEBRUARY 14		00005541	01/29/2014

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				Vendor Total:	926.00			
EP	PALMER, GEORGE E000094	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R012214	830.00	FEBRUARY 14	00005542	01/29/2014
				Vendor Total:	830.00			
EP	PASCUA, RAYNALD E000114	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R012214	1,326.00	FEBRUARY 14	00005543	01/29/2014
				Vendor Total:	1,326.00			
EP	PASPALL, MIHAJLO E000085	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R012214	477.42	FEBRUARY 14	00005544	01/29/2014
				Vendor Total:	477.42			
EP	PEREZ, ROBERT E000111	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R012214	179.21	FEBRUARY 14	00005545	01/29/2014
				Vendor Total:	179.21			
EP	PICHON, WALTER E000103	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R012214	208.36	FEBRUARY 14	00005546	01/29/2014
				Vendor Total:	208.36			
EP	PONCE, EDMUND M E000040	MARCH MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R012214	188.23	FEBRUARY 14	00005547	01/29/2014
				Vendor Total:	188.23			
EP	REDIFER, KIM R E000022	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R012214	830.00	FEBRUARY 14	00005548	01/29/2014
				Vendor Total:	830.00			
EP	RENDEN, BRIAN E000083	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R012214	820.82	FEBRUARY 14	00005549	01/29/2014
				Vendor Total:	820.82			
EP	REYES, ROGER T E000024	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R012214	800.48	FEBRUARY 14	00005550	01/29/2014
				Vendor Total:	800.48			
EP	RICE, RUSSELL J	FEB MEDICAL REIMBURSEMENT	395083-5161	R012214	993.00	FEBRUARY 14	00005551	01/29/2014

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	E000059		Health Insurance Premiums						
EP	RISHER, THOMAS A E000013	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R012214	993.00 807.00	FEBRUARY 14		00005552	01/29/2014
EP	RITCHIE, SYLVIA E000072	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R012214	807.00 495.46	FEBRUARY 14		00005553	01/29/2014
EP	RIVERA, AIDA E000026	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R012214	495.46 188.23	FEBRUARY 14		00005554	01/29/2014
EP	ROACH, MICHAEL E000105	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R012214	188.23 1,101.00	FEBRUARY 14		00005555	01/29/2014
EP	ROBB, SANDRA E000043	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R012214	1,101.00 495.46	FEBRUARY 14		00005556	01/29/2014
EP	ROBERTSON, JAMES S E000093	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R012214	495.46 188.23	FEBRUARY 14		00005557	01/29/2014
EP	RODARTE, JOE R E000034	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R012214	188.23 548.00	FEBRUARY 14		00005558	01/29/2014
EP	ROKOSZ, KEN A E000035	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R012214	548.00 338.17	FEBRUARY 14		00005559	01/29/2014
EP	ROSE, RICHARD D E000050	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R012214	338.17 807.00	FEBRUARY 14		00005560	01/29/2014
				Vendor Total:	807.00				

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EP	SALE, LEE R E000031	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R012214	495.46	FEBRUARY 14		00005561	01/29/2014
		Vendor Total:			495.46				
EP	SANCHEZ, LAURA E000058	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R012214	188.23	FEBRUARY 14		00005562	01/29/2014
		Vendor Total:			188.23				
EP	SANGOLUISA, ZORA G E000048	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R012214	188.23	FEBRUARY 14		00005563	01/29/2014
		Vendor Total:			188.23				
EP	SCHLIEDER, BEVERLY E000120	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R012214	1,326.00	FEBRUARY 14		00005564	01/29/2014
		Vendor Total:			1,326.00				
EP	SCHULTZ, DANIEL E000070	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R012214	179.21	FEBRUARY 14		00005565	01/29/2014
		Vendor Total:			179.21				
EP	SOMOYA, JOHN P E000089	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R012214	854.00	FEBRUARY 14		00005566	01/29/2014
		Vendor Total:			854.00				
EP	SOTO, PHILIP J E000052	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R012214	495.46	FEBRUARY 14		00005567	01/29/2014
		Vendor Total:			495.46				
EP	SPRAGUE, GARY A E000064	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R012214	1,432.00	FEBRUARY 14		00005568	01/29/2014
		Vendor Total:			1,432.00				
EP	STEPHEN, JEFFREY E000119	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R012214	1,326.00	FEBRUARY 14		00005569	01/29/2014
		Vendor Total:			1,326.00				
EP	TAYLOR, DAVID M E000088	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R012214	1,101.00	FEBRUARY 14		00005570	01/29/2014
		Vendor Total:			1,101.00				

City of Placentia
Warrant Register
For 01/29/2014

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Vendor Total:	1,101.00				
EP	THOMANN, DARYLL L E000101	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R012214	495.46	FEBRUARY 14		00005571	01/29/2014
				Vendor Total:	495.46				
EP	TOTH, STEVE E000067	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R012214	830.00	FEBRUARY 14		00005572	01/29/2014
				Vendor Total:	830.00				
EP	TRIFOS, WILLIAM E000104	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R012214	1,275.00	FEBRUARY 14		00005573	01/29/2014
				Vendor Total:	1,275.00				
EP	VALENTINE, THOMAS E000118	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R012214	1,432.00	FEBRUARY 14		00005574	01/29/2014
				Vendor Total:	1,432.00				
EP	VERSTYNEN, WILLIAM E000092	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R012214	350.91	FEBRUARY 14		00005575	01/29/2014
				Vendor Total:	350.91				
EP	WAHL, KATHLEEN A E000030	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R012214	188.23	FEBRUARY 14		00005576	01/29/2014
				Vendor Total:	188.23				
EP	WUEST, STEPHEN E000079	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R012214	495.46	FEBRUARY 14		00005577	01/29/2014
				Vendor Total:	495.46				
EP	WORDEN, LARRY M E000116	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R012214	1,102.77	FEBRUARY 14		00005578	01/29/2014
				Vendor Total:	1,102.77				
EP	ZAMORA, JERRY E000037	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R012214	830.00	FEBRUARY 14		00005579	01/29/2014
				Vendor Total:	830.00				
EP	ZINN, JOHN	FEB MEDICAL REIMBURSEMENT	395083-5161	R012214	795.34	FEBRUARY 14		00005580	01/29/2014

**City of Placentia
Warrant Register
For 01/29/2014**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
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	E000009		Health Insurance Premiums					
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Vendor Total: 795.34

Type Total: 67,659.17

Warrant Total: 67,659.17



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY DIRECTOR OF COMMUNITY SERVICES

DATE: FEBRUARY 4, 2014

SUBJECT: **LEASE AGREEMENT WITH LOS ANGELES SMSA LIMITED PARTNERSHIP DBA VERIZON WIRELESS FOR COLLOCATED WIRELESS FACILITY AT 2101 TUFFREE BOULEVARD (APN: 336-141-28) AKA TUFFREE PARK**

FISCAL
IMPACT: REVENUE: \$19,944 FIRST YEAR WITH FOUR PERCENT (4%) ANNUAL INCREASE

SUMMARY:

The City was approached in 2013 by representatives of Plan Com Inc., a wireless facility development, regarding collocating on the existing wireless facility at Tuffree Park. Plan Com Inc. is representing Verizon Wireless in the development of the proposed facility. This action will approve a standard lease agreement with Los Angeles SMSA Limited Partnership dba Verizon Wireless for installation of a collocated wireless facility on the existing mono-pine adjacent to Tynes Gymnasium at Tuffree Park.

RECOMMENDATION:

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

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

DISCUSSION:

Plan Com Inc. is representing Verizon Wireless in the installation of a wireless facility that will be collocated on the existing mono-pine at Tuffree Park to increase the wireless data capability of the northwest area of Placentia and the surrounding community. The mono-pine at Tuffree Park was originally constructed to accommodate additional wireless service facilities and already adheres to the City required 100 foot radius from the nearest residential property.

A collocated wireless facility is considered a minor wireless facility under the City's wireless communication facilities ordinance and the installation of such a facility does not require Planning Commission review or a use permit. However, City Planning, Engineering, and Community Services Departments along with Orange County Fire Authority have reviewed the proposal and have found no issues. Although a use permit is not required, a lease agreement is required because the facility will exist on City-owned property.

1.d.

February 4, 2014

Based on recent lease negotiations with other carriers, the City will use the City Attorney's office standard lease agreement for wireless facilities, modified per the City Attorney and Plan Com Inc. attorneys to reflect that this is a collocated wireless facility. The major difference between a standard wireless facility and a lease for a collocated wireless facility is the size of the lease area and the lease amount based on the size of the proposed facility. The proposed lease terms include:

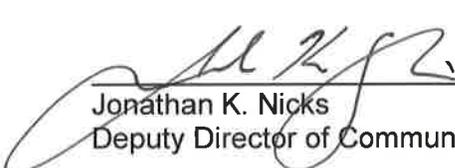
- Initial Lease payment of \$1,662 per month (\$19,944 annually)
- Addition of equipment room on east exterior wall of Tynes Gymnasium for use during recreation programs and events.
- Verizon Wireless Equipment Lease Area will also be placed on the east exterior wall of Tynes Gymnasium adjacent to the equipment room to blend in with the facility.
- Verizon Wireless Antennas will be mounted at a height of 57' extending to 67' (10' total) of the existing 85' mono-pine.
- Initial term of five (5) years with renewals of up to four (4) five (5) year terms.
- Lease payment escalations of four percent (4%) annually.
- A lump sum payment of \$3,000 to the City for reimbursable expenses to include legal and staff work related to the lease agreement.
- Traditional safeguards to the City for liability, damage, termination, and transferring lease of the site, etc.

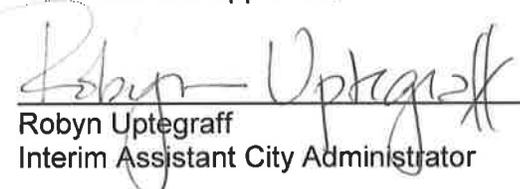
FISCAL IMPACT:

The proposed lease is for \$1,662 per month (\$19,944 annually) with a 4% annual escalator. A lump sum payment of \$3,000 will be paid within 45 days of lease execution. The five (5) year total for lease and lump sum payments for the initial agreement are \$111,023.10.

Prepared by:

Reviewed and approved:

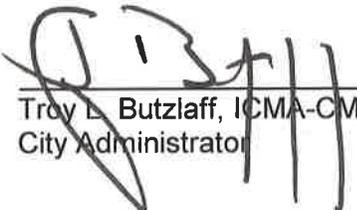

Jonathan K. Nicks
Deputy Director of Community Services


Robyn Uptegraff
Interim Assistant City Administrator

Reviewed and approved:

Reviewed and approved:


Stephen D. Pischel
Director of Administrative Services and
Community Services


Troy L. Butzlaff, ICMA-CM
City Administrator

Attachments:

Draft Communications Site Lease Agreement
Site Plans and Renderings

COMMUNICATIONS SITE LEASE AGREEMENT (DRAFT)

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

RECITALS

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

A. Lessor represents and warrants that it owns certain real property legally described in Exhibit “A” attached hereto and commonly known as 2101 Tuffree Blvd, Placentia, CA 92870; Assessor’s Parcel Number 336-141-28 (“Lessor’s Real Property”). Lessee desires to lease a portion of Lessor’s Real Property (the “Premises”), as expressly described in Exhibit “B” attached hereto. Lessor represents and warrants that it has the complete right and authority to grant the rights set forth herein and that Lessor has full rights of ingress to and egress from the Premises from a public roadway.

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

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

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

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

2. Permitted Uses.

(a) The Premises may be used by Lessee for the operation of a wireless communications site. Specifically, the Premises will consist of a parcel of ground space measuring approximately sixteen feet eleven inches (16’-11”) by forty-one feet four inches (41’-4”) and containing approximately four hundred thirty-two (699) square feet (“Equipment Space”) for the installation of an equipment shelter and utilities between the Equipment Space and Antenna Space and to the nearest appropriate utilities providers. Under this Lease Agreement, Lessee may install, place, use, modify, operate, upgrade, and remove on the Premises such antennas, transmitting and receiving equipment, conduits, wires, batteries, back-up generators, utility lines and facilities, supporting structures, storage facilities, telephone facilities, microwave equipment, and related equipment (collectively, “Lessee’s Facilities”) as Lessee deems necessary for the operation of its wireless communications site at the Premises as more particularly shown in Exhibit “B,” attached hereto. Further, Lessee may perform the initial construction, ongoing maintenance, repairs, and modify its Lessee’s Facilities as Lessee determines is necessary and appropriate

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

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

3. Prior Approvals. Lessor and Lessee agree that:

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

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

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

4. Term. The term of this Lease Agreement ("Term") shall be five (5) years commencing on the earlier to occur of the date that is the first day of the month following the date that: (a) Lessee begins construction of Lessee's Facilities on the Premises; (b) Lessee obtains its final building permit for the installation of Lessee's Facilities; or (c) is twelve (12) months after the Effective Date ("Commencement Date"). Lessee shall promptly deliver written notice to Lessor of the Commencement Date if this Lease Agreement commences pursuant to subsection (a) or (b) of this Section 4. Lessor and Lessee agree that they shall acknowledge in writing the Commencement Date if the Commencement Date is based upon (a) above. Lessee shall have the right to extend the Term of this Lease Agreement for up to four (4) additional terms of five (5) years each (each a "Renewal Term"). The terms and conditions for each Renewal Term shall be the same terms and conditions as in this Lease Agreement, except that the Rent and the amounts of insurance coverage as required herein shall be increased as set forth

hereinbelow. This Lease Agreement shall automatically be extended for each successive five (5) year Renewal Term unless Lessee notifies Lessor in writing of Lessee's intention not to extend this Lease Agreement at least ninety (90) days prior to the expiration of the first Term or any Renewal Term.

5. Rent. Upon the Commencement Date, Lessee shall pay Lessor, as rent, the sum of **One Thousand Six Hundred Sixty Two and 00/100 Dollars (\$1,662.00) per month** ("Rent"). Rent shall be payable on the first day of each month, in advance, to Lessor or Lessor's alternate payee specified in Section 22 below. The initial Rent payment will be forwarded by Lessee to Lessor within forty-five (45) days after the Commencement Date or after a written acknowledgement confirming the Commencement Date, if such an acknowledgement is required, and thereafter Lessee shall pay a full month's Rent on or before the first day of each calendar month, except that payment shall be prorated for the final fractional month of this Lease Agreement, or if this Lease Agreement is terminated before the expiration of any month for which Rent should have been paid. Rent shall be automatically adjusted by Lessee on each annual anniversary of the Commencement Date of the Term and of any Renewal Term by an increase of four percent (4%) of the Rent paid during the immediately preceding year.

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

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

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

7. Ongoing Access to Premises. Throughout the Term and any Renewal Term of this Lease Agreement, Lessee shall have the right of access without escort to the Premises for its employees and agents twenty-four (24) hours a day, seven (7) days per week to and from a public right-of-way, at no additional charge to Lessee. In exercising its right of access to the Premises herein, Lessee agrees to cooperate with any reasonable security or access control procedures utilized by Lessor at Lessor's Real Property of which Lessee receives written notice from Lessor, and further agrees not create a legal nuisance with the business or other activities of Lessor or of other tenants or occupants of Lessor's Real Property. Lessor shall maintain all existing access roadways or driveways extending from the nearest public roadway to the Premises in accordance with the City's standards and the City's budget constraints. Lessor shall have the right to reconfigure the traffic flow and location of such roadways and driveways on Lessor's Real Property without approval of or compensation to Lessee provided doing so

does not prohibit or otherwise materially and adversely interfere with Lessee's ability to access the Premises. Lessor shall be responsible for maintaining and repairing such roadways and driveways at Lessor's sole expense, except for any damage caused directly by Lessee's use of such roadways or driveways. If Lessee causes any such damage, Lessee shall promptly repair the same at its sole expense to the condition in which it was prior to such damage. Lessee shall be responsible for the maintenance and compliance with laws of all towers and structures located on the Premises which Lessee constructs, including compliance with Part 17 of the Federal Communications Commission's ("FCC") rules.

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

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

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

11. Interference with Communications. Lessee's Facilities and operations shall not interfere with the prior existing or future communications configurations, frequencies or operating equipment lawfully operated by Lessor ("Lessor's Communications") at Lessor's Real Property. Lessee's Facilities and operations shall comply with all applicable non-interference rules and procedures of the FCC. Upon written notice from Lessor supported by reasonable actual evidence of alleged interference by Lessee with Lessor's Communications, Lessee will cause such interference to cease within (3) business days after receipt of such notice of interference from Lessor, or Lessee shall shut down the equipment causing such interference. If such interference cannot be cured within such three (3) business-day period, Lessee shall cease operation (except for intermittent testing to determine the cause of such interference) of such equipment until the interference has been corrected. Lessor shall require in writing

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

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

13. Termination. This Lease Agreement may be terminated by Lessee in its sole discretion effective immediately without further liability by delivery of written notice thereof to Lessor prior to the Commencement Date for any reason resulting from Lessee's Due Diligence, or if a title report obtained by Lessee for Lessor's Real Property shows any defects of title or any liens or encumbrances which may adversely affect Lessee's use of the Premises for Lessee's intended use, or for any other or no reason. This Lease Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (a) by either party upon a default of any covenant, condition, or term hereof by the other party, which default is not cured within thirty (30) days of receipt of written notice of default; provided, however, that no such failure will be deemed to exist if a defaulting party has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of a party; (b) by Lessee if it does not obtain any Governmental Approvals necessary to the construction or operation of Lessee's Facilities, is unable to obtain such Governmental Approvals without conditions which, in Lessee's reasonable discretion, are not standard or typical for premises where wireless communications facilities are located or is unable to maintain such Governmental Approvals despite reasonable efforts to do so; (c) by Lessee if Lessee is unable to occupy or utilize the Premises due to ruling or directive of the FCC or other governmental or regulatory agency, including, but not limited to, a take back of frequencies; or (d) by Lessee in its sole discretion. Lessee's termination of this Lease Agreement pursuant to this Section 13 shall be conditioned upon Lessee's written notice to Lessor, surrender as required in Section 8 of this Lease Agreement and payment to Lessor of an early termination payment as liquidated damages by Lessee to Lessor equal to three (3) months Rent at the rate then in effect. The early termination payment in this Section shall not in any way be considered as Rent or a Rent offset. Other than as stated in this Lease Agreement, Lessor and Lessee shall not have the right to terminate, revoke or cancel this Lease Agreement. If termination of this Lease Agreement occurs as a result of Lessee's election pursuant to subsection 13(d) herein, Lessee shall, upon giving written notice to

Lessor and paying the early termination fee, also immediately discontinue radio transmissions from the Premises.

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

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

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

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

17. Assignments or Transfers. Lessee shall not assign or transfer this Lease Agreement to any other person or entity in whole or in part unless the assignee or transferee first agrees in writing to fulfill all of the duties and obligations of ~~the~~ Lessee in this Lease Agreement accruing thereafter, and Lessor has approved in writing of the assignment or transfer, and Lessor's City Attorney shall first approve in writing of the form of the assignment or transfer document. Notwithstanding the forgoing however, Lessee may assign this Lease Agreement upon written notice to Lessor to Lessee's parent or subsidiary or any subsidiary of Lessee's parent, or any person or entity which acquires all or substantially

all of Lessee's assets in the market defined by the FCC in which Lessor's Real Property is located by reason of a merger, acquisition, or other business reorganization, and assumes all obligations of Lessee under this Lease Agreement. Upon such assignment, Lessee shall be relieved of all liabilities and obligations hereunder (whether accruing prior to or after the effective date of assignment) provided that, in all cases, the assignee: (i) shall be fully responsible for all such liabilities and obligations; (ii) shall first accept all such liabilities and obligations in writing and (iii) is of substantially similar financial strength or credit worthiness to Lessee at the inception of this Lease Agreement. Provided conditions (i)-(iii) above are met, Lessor shall look solely to the assignee for performance under this Lease Agreement following such assignment and all of assignor rights herein shall terminate. Notwithstanding anything to the contrary contained in this Lease Agreement, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Lease Agreement to any financing entity, or agent on behalf of any financing entity to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by loans, bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

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

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

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

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

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

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

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

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

20. Indemnifications.

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

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

regulations relating to the Premises and any towers used by Lessee (including the lighting or painting for aviation pathways), except to the extent resulting from the negligence or willful misconduct of Lessee or Lessee's Indemnitees, or any of them.

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

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

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

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

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

Telephone: (714) 993-8117
Facsimile: (714) 961-0283
Federal Taxpayer ID Number: 95-6000763

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

Telephone: (714) 578-8838
Facsimile: (714) 578-9322

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

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

23. Bankruptcy.

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

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

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

25. Miscellaneous.

(a) **Severability.** If any provision of this Lease Agreement is held to be invalid or unenforceable by a court of competent jurisdiction with respect to any party, the remainder of this Lease

Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable shall not be affected, each provision of this Lease Agreement shall be valid and enforceable to the fullest extent permitted by law, and the Parties shall negotiate in good faith to amend this Lease Agreement to retain the economic effect of the invalid or unenforceable provisions. If any such action or determination renders the overall performance of this Lease Agreement impossible or materially impairs the original purpose, intent or consideration of this Lease Agreement, and the Parties are, despite the good faith efforts of each, unable to amend this Lease Agreement to retain the original purpose, intent and consideration in compliance with that court or agency determination, either party may terminate this Lease Agreement upon sixty (60) days' prior written notice to the other party.

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

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

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

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

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

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

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

amendments to this Lease Agreement must be in writing and executed by duly authorized representatives of both Parties.

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

(j) **Interpretation.**

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

LESSOR:

City of Placentia

By: _____
(Signature)

Print Name: _____

Title: _____

Date: _____

By: _____
(Signature)

Print Name: _____

Title: _____

Date: _____

LESSEE:

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

By: AirTouch Cellular, its General Partner

By: _____
(Signature)

Print Name: Brian Mecum

Title: Area Vice President Network

Date: _____

[Notary Acknowledgments Follow]

LESSOR ACKNOWLEDGMENT:

State of California

County of _____)

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

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

LESSOR ACKNOWLEDGMENT:

State of California

County of _____)

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

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A"
DESCRIPTION OF LESSOR'S REAL PROPERTY

EXHIBIT "B"

DESCRIPTION OF PREMISES

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

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

SEE ATTACHED.

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

EXHIBIT "C"

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

MEMORANDUM OF LEASE AGREEMENT

Prepared by:

McGuireWoods LLP
1800 Century Park East, 8th Floor
Los Angeles, CA 90067

& When Recorded Return to:

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

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

Re: Market: Southern California
Site Number:
Site Name: Tweed
FA Number:
Address: 2101 Tuffree Blvd, Placentia CA 92870
County: Orange

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

1. Lessor and Lessee entered into a Communications Site Lease Agreement ("Agreement") on the ____ day of _____, 201__, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The term of the Agreement is for five (5) years commencing on the Commencement Date of the Agreement, and terminating on the fifth (5th) anniversary of the Commencement Date, with four (4) successive five (5) year options to renew. The total guaranteed term of the Agreement is less than thirty-five (35) years.
3. The land, located at 2101 Tuffree Blvd, Placentia, CA ("Property"), and which is the subject of the Agreement is described in Exhibit A annexed hereto.

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

LESSOR:

LESSEE:

City of Placentia

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

By: AirTouch Cellular, its General Partner

By: _____

By: _____

Name: _____

Name: Brian Mecum

Title: Area Vice President Network

Title: _____

Date: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

[Notary Acknowledgments Follow]

LESSOR ACKNOWLEDGMENT:

State of California

County of Orange

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

LESSOR ACKNOWLEDGMENT:

State of California

County of _____)

On _____ before me, _____,

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

LESSEE ACKNOWLEDGMENT:

State of California

County of Orange

On _____, 201____, before me, _____, Notary Public, personally appeared **Brian Mecum**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public

Place Notary Seal Above

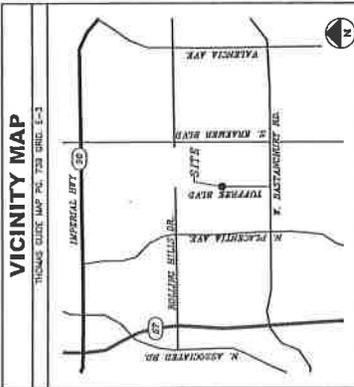
EXHIBIT A
DESCRIPTION OF THE PROPERTY

WCF 2013-01



verizon wireless

TWEED
2101 TUFFREE ROAD
PLACENTIA, CA 92780



CODE COMPLIANCE

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE CALIFORNIA ELECTRICAL CODE AND ALL OTHER APPLICABLE AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LOCAL CODES.

PROJECT DESCRIPTION

CONSTRUCTION OF AN UNMANNED WIRELESS CELL SITE FOR VERIZON WIRELESS.

PROJECT CONSISTS OF:

- (1) MICROWAVE DISH
- (2) PANEL ANTENNAS
- (3) OUTDOOR EQUIPMENT CABINETS
- (4) GPS ANTENNAS
- (5) POWER SERVICE

CONNECTIONS AS REQUIRED FOR POWER AND TELCO SERVICES.

PROJECT TEAM

ARCHITECT
FULSANG ARCHITECTURE, INC.
2500 W. ORCHARD, SUITE 204
NEWPORT BEACH, CA 92663
CONTACT: ERIC FULSANG
PHONE: (949) 638-4139

SURVEYOR
BERT HAZE & ASSOCIATES
3186 AIRWAY AVE #K1
NEWPORT BEACH, CA 92663
CONTACT: BERT HAZE
PHONE: (714) 557-1567

PROJECT REPRESENTATIVE
PLANCOM INC.
250 EL CAMINO REAL, SUITE 117
NEWPORT BEACH, CA 92660
CONTACT: ERIC MELIERS
PHONE: (949) 370-5939

PROJECT INFORMATION

APPLICANT/LESSEE
VERIZON WIRELESS
15505 SAND CANYON AVE
BUILDING "D" 1st FLOOR
IRVINE, CA 92618
24 HR EMERGENCY CONTACT
PHONE: (949) 286-7000

PROPERTY OWNER
PROPERTY OWNER:
AMERICAN TOWER
COMPANY-JEFFERY DEAL
(602) 284-7443
10 PRESIDENTIAL WAY
WOBURN, MA 01801

PROPERTY INFORMATION
A.P.N.: 338-141-28
JURISDICTION: CITY OF PLACENTIA
CURRENT ZONING: R-1
OCCUPANCY TYPE: B/U
TYPE OF CONSTRUCTION: V-B
ADA REQUIREMENTS: FACILITY IS UNMANNED AND DOES NOT REQUIRE DISABLED ACCESS. NOT REQUIRED. 2010 CBC SECTION 1103B EXCEPTION 1

DRIVING DIRECTIONS

STARTING FROM VERIZON WIRELESS IRVINE OFFICE:

1. HEAD SOUTHEAST ON WATERWORKS WAY TOWARD SAND CANYON SIDE PATH TRAIL.
2. TURN LEFT ONTO SAND CANYON AVE
3. TURN LEFT TO MERGE ONTO I-5 N
4. TAKE EXIT 107A TO MERGE ONTO CA-57 N TOWARD POMONA
5. TAKE EXIT 8 FOR YORBA LINDA BLVD
6. TURN LEFT ONTO TUFFREE ROAD
7. TURN LEFT ONTO N PLACENTIA AVE
8. TURN RIGHT ONTO W BASTANCHURY RD
9. TURN LEFT ONTO TUFFREE BLVD

DESTINATION WILL BE ON THE LEFT

GENERAL CONTRACTOR NOTES

CONTRACTOR SHALL VERIFY ALL PLANS WITH EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL REPORT ANY DISCREPANCIES TO ARCHITECT IMMEDIATELY OR DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

PROJECT INFORMATION

CITY OF PLACENTIA
AMERICAN TOWER
COMPANY-JEFFERY DEAL
(602) 284-7443
10 PRESIDENTIAL WAY
WOBURN, MA 01801

PROPERTY OWNER
PROPERTY OWNER:
AMERICAN TOWER
COMPANY-JEFFERY DEAL
(602) 284-7443
10 PRESIDENTIAL WAY
WOBURN, MA 01801

PROPERTY INFORMATION
A.P.N.: 338-141-28
JURISDICTION: CITY OF PLACENTIA
CURRENT ZONING: R-1
OCCUPANCY TYPE: B/U
TYPE OF CONSTRUCTION: V-B
ADA REQUIREMENTS: FACILITY IS UNMANNED AND DOES NOT REQUIRE DISABLED ACCESS. NOT REQUIRED. 2010 CBC SECTION 1103B EXCEPTION 1

SHEET INDEX

SHEET	DESCRIPTION
T-1	TITLE SHEET
LS-1	TOPOGRAPHIC SURVEY
LS-2	TOPOGRAPHIC SURVEY
LS-3	TOPOGRAPHIC SURVEY
LS-4	TOPOGRAPHIC SURVEY
A-1	OVERALL SITE PLAN
A-2	ENLARGED SITE PLAN, LEASE AREA PLAN & ANTENNA PLAN
A-3	ELEVATIONS
A-4	ELEVATIONS
A-5	ENLARGED ENCLOSURE ELEVATIONS & SECTIONS

COAX/ANTENNA SCHEDULE

ANTENNA SECTOR	AZIMUTH	ANTENNA MAKE/MODEL	COAX LENGTH	CABLE SIZE
ALPHA	110°	TBD	100'	7/8"
BETA	230°	TBD	100'	7/8"
GAMMA	350°	TBD	100'	7/8"
MW	47°	TBD	85'	7/8"
GPS	N/A	TBD	20'	1/2"

NOTE: CONSTRUCTION MANAGER TO FIELD VERIFY CABLE LENGTHS PRIOR TO ORDERING, FABRICATING, OR INSTALLATION OF CABLES. CHECK RF DATA SHEET.

APPROVAL

LANDLORD: _____

PROJECT MANAGER: _____

CONSTRUCTION MANAGER: _____

RF ENGINEER: _____

SITE ACQUISITION: _____

ZONING MANAGER: _____

UTILITY COORDINATOR: _____

NETWORK OPERATIONS: _____

SUBMITTALS

REV.	DATE	DESCRIPTION	BY
0	01/23/13	ZONING REVIEW	JM
1	02/14/13	SURVEY UPDATE	JM
2	02/18/13	CLIENT COMMENTS	JM
3	02/21/13	CLIENT COMMENTS	JM
4	02/25/13	UTILITY UPDATE	JM
5	04/25/13	CLIENT COMMENTS	JM
6	09/04/13	CLIENT COMMENTS	JM

ISSUED FOR: ZONING REVIEW
ISSUE DATE: 09/04/2013
PROJECT No. FA121204
DRAWN BY: JM CHECKED BY: EF

TWEED
2101 TUFFREE ROAD
PLACENTIA, CA 92780

SHEET TITLE
T-1

verizon wireless
15505 SAND CANYON AVE
BUILDING "D" 1st FLOOR
IRVINE, CA 92618

FULSANG ARCHITECTURE
2400 W. ORCHARD, SUITE 204
NEWPORT BEACH, CA 92663
PHONE: (949) 638-4139

SEAL

Veri 707 wireless
 15505 SAND CANYON AVE.
 BUILDING D, 1ST FLOOR
 IRVINE, CA 92618
 PHONE (949) 266-7000

TULSANG ARCHITECTURE
 3400 WADE AVENUE, SUITE 204
 IRVINE, CA 92618
 PHONE (949) 336-1338



BERNARD BARR
 AND ASSOCIATES, INC.
 LAND SURVEYING & MAPPING
 3108 AVENUE 10, SUITE 100
 IRVINE, CALIFORNIA 92618
 714.267-1567 OFFICE
 714.527-1888 FAX

PREPARED BY:
 TULSANG ARCHITECTURE

REV	DATE	DESCRIPTION	BY
1	01/16/13	ISSUED FOR REVIEW	RF
2	02/13/13	ADDED TITLE INFO.	JA

TWEED
 2101 TUFFREE ROAD
 PLACENTIA, CA 92780

SHEET TITLE
 TOPOGRAPHIC SURVEY

SHEET NUMBER
 LS-1

COORDINATES:
 117°20'17.17" W
 33°02'02.72" N
 MAG 1883 GEODETIC COORDINATES AND ELEVATIONS WERE ESTABLISHED USING SURVEY GRADE "ASCITECH" G.P.S. RECEIVERS AND ASCITECH SURVEY GRADE PRESSION SOFTWARE FOR POST-PROCESSING.

BASIS OF BEARINGS:
 THE CENTERLINE OF FLEMING AVENUE BEING NORTH 89°27'30" EAST PER TRACT NO. 87300, A.M. 354/1-3, RECORDS OF ORANGE COUNTY.

ASSESSOR'S IDENTIFICATION:
 ORANGE COUNTY A.P.N. 336-141-28 AND 336-311-01
 (PARTIALLY SHOWN HEREBY FOR CLARITY)

AREA:
 23.284 ACRES PER ORANGE COUNTY ASSESSOR

BENCH MARK REFERENCE:
 U.S.G.S. BENCH MARK "BM 317"
 UNITED STATES GEOLOGICAL SURVEY BENCH MARK "318" LOCATED AT THE "YONGA LINDA" 7.5 MINUTE QUADRANGLE MAP
 ELEVATION: 328.5 FEET M.S.L. (UNADJUSTED) (CUSTOM VERIFIED IN FIELD TO BE WITHIN 1" ACCURACY STANDARDS)

DATE OF SURVEY:
 JANUARY 11, 2013

LIVING PLANTS STATEMENT:
 THE WOODS AND BUSHES FOR THE TWEED, BUSHES AND OTHER LIVING PLANTS SHOWN HEREIN, SHOULD BE CONSIDERED APPROXIMATE (1/2") AND ONLY VALID AS A GENERAL REFERENCE AND SHOULD NOT BE USED FOR DESIGN PURPOSES.

TITLE REPORT IDENTIFICATION A.P.N. 336-311-01:
 LAWYERS TITLE COMPANY, PRELIMINARY TITLE REPORT NO. 09307174, DATED AS OF JANUARY 14, 2013.

EASEMENT NOTES A.P.N. 336-311-01:

- 1. EASEMENT(S) SHOWN HEREIN ARE PER LAWYERS TITLE COMPANY, PRELIMINARY TITLE REPORT NO. 09307174, DATED AS OF JANUARY 14, 2013.
- 2. AN EASEMENT FOR PUBLIC STREET, RECORDED IN BOOK 212, PAGE 325, OF OFFICIAL RECORDS. (CONTAINED WITHIN RELAYZER BLDG.)
- 3. AN EASEMENT FOR WATER DITCH, RECORDED IN BOOK 108, PAGE 319, DEEDS. (DUES NOT AFFECT SITE PROPERTY)
- 4. AN EASEMENT FOR CONCRETE PIPE LINE, RECORDED IN BOOK 445, PAGE 144 OF OFFICIAL RECORDS. (DUES NOT AFFECT SITE PROPERTY)
- 5. AN OIL AND GAS LEASE DATED JANUARY 3, 1942, RECORDED JUNE 8, 1942 IN BOOK 1145, PAGE 558 OF OFFICIAL RECORDS.
- 6. AN OIL AND GAS LEASE DATED DECEMBER 15, 1944, RECORDED FEBRUARY 21, 1949 IN BOOK 805, PAGE 236 OF OFFICIAL RECORDS.
- 7. AN EASEMENT FOR ELECTRIC LINES, RECORDED MARCH 23, 1958 IN BOOK 2608, PAGE 168 OF OFFICIAL RECORDS.
- 8. AN OIL AND GAS LEASE DATED JANUARY 3, 1942, RECORDED JANUARY 21, 1958 IN BOOK 4171, PAGE 241, OF OFFICIAL RECORDS.
- 9. AN EASEMENT FOR ELECTRIC LINES, RECORDED JULY 15, 1958 IN BOOK 4351, PAGE 306 OF OFFICIAL RECORDS. (APPROX. LOCATION SHOWN)
- 10. AN EASEMENT FOR ELECTRIC LINES AND COMMUNICATION LINES, RECORDED JUNE 24, 1965 IN BOOK 8636, PAGE 285 OF OFFICIAL RECORDS. (FALLS OUT OF SCOPE OF SURVEY)
- 11. AN EASEMENT FOR STORM DRAIN, RECORDED FEBRUARY 8, 1971 IN BOOK 3539, PAGE 209 OF OFFICIAL RECORDS.
- 12. AN EASEMENT FOR STORM DRAIN CONSTRUCTION AND MAINTENANCE, RECORDED DECEMBER 17, 1972 IN BOOK 11597, PAGE 1658 OF OFFICIAL RECORDS.
- 13. AN EASEMENT FOR ROAD AND PUBLIC UTILITY, RECORDED FEBRUARY 21, 1978 IN BOOK 12871, PAGE 1094 OF OFFICIAL RECORDS. (CONTAINED WITHIN RELAYZER BLDG.)

○ DENOTES ITEM PLOTTED HEREON

LEGAL DESCRIPTION A.P.N. 336-311-01:
 THAT PORTION OF LOTS 5 AND 6 OF TUFFREE'S SUBDIVISION, IN THE CITY OF PLACENTIA, MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DOCUMENT, RECORDED MARCH 10, 1988 AS BOOK 7845, PAGE(S) 278 OF OFFICIAL RECORDS.

TITLE REPORT IDENTification A.P.N. 336-141-28:
 LAWYERS TITLE COMPANY, PRELIMINARY TITLE REPORT NO. 09307063, DATED AS OF DECEMBER 20, 2012.

EASEMENT NOTES A.P.N. 336-141-28:

- 1. AN EASEMENT FOR WATER DITCH AND PDS, IN CASE NO. 2390, RECORDED IN BOOK 108, PAGE 319, DEEDS. (DUES NOT AFFECT SITE PROPERTY)
- 2. AN EASEMENT FOR CONCRETE PIPE LINE, RECORDED IN BOOK 456, PAGE 144 OF OFFICIAL RECORDS. (DUES NOT AFFECT SITE PROPERTY)
- 3. AN EASEMENT GRANTED TO SOUTHERN CALIFORNIA Edison FOR ELECTRIC LINES, RECORDED MARCH 23, 1958 IN BOOK 3090, PAGE 159 OF OFFICIAL RECORDS.
- 4. A MORTGAGE OF LEASE TO BONAL STREET COMMUNICATIONS, RECORDED OCTOBER 19, 2010 AS INSTRUMENT NO. 201000854932 OF OFFICIAL RECORDS, ASSIGNED BY DOCUMENT 201000854908 OF OFFICIAL RECORDS. (EXACT LOCATION NOT SHOWN IN DOCUMENT)

○ DENOTES ITEM PLOTTED HEREON

LEGAL DESCRIPTION A.P.N. 336-141-28:
 THAT PORTION OF LOTS 5 AND 6 OF TUFFREE'S SUBDIVISION, IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON THE MAPS AND INSTRUMENTS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE EASTERLY 66.33 FEET OF SAID LOT 5; THENCE SOUTH 89°27'31" WEST, ALONG THE NORTHERLY LINE OF SAID LOT 5, A DISTANCE OF 66.33 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°27'31" WEST, ALONG THE WESTERLY LINE OF SAID LOT 5, A DISTANCE OF 66.00 FEET TO THE SOUTHERLY LINE OF SAID LOT 5; THENCE NORTH 89°27'31" EAST, ALONG THE SOUTHERLY LINE OF SAID LOTS 5 AND 6, A DISTANCE OF 1,585.45 FEET TO THE POINT OF BEGINNING; OR, BEING THE SAME, BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 6, SAID DISTANCE OF 1,585.45 FEET TO THE POINT OF BEGINNING; THENCE NORTH, ALONG THE EAST LINE OF SAID LOT 6, AND ALONG SAID CENTERLINE 66.00 FEET TO THE NORTH LINE OF SAID LOT 6; THENCE NORTH, ALONG THE WESTERLY LINE OF SAID LOTS 5 AND 6, A DISTANCE OF 1,585.58 FEET TO THE POINT ON THE NORTH LINE OF SAID LOT 5 DISTANT WESTERLY 264.49 FEET FROM THE POINT OF BEGINNING; THENCE SOUTH 89°27'31" WEST, ALONG THE WESTERLY LINE OF SAID LOT 5, A DISTANCE OF 66.00 FEET TO THE SOUTH LINE OF SAID LOT 5; THENCE NORTH 89°27'31" WEST, ALONG THE SOUTHERLY LINE OF SAID LOTS 5 AND 6, A DISTANCE OF 1,585.45 FEET TO THE POINT OF BEGINNING.

SEE SHEET LS-2 FOR BOUNDARY INFO, LS-3 AND LS-4 FOR SITE DETAILS

verizonwireless
 15505 SAND CANYON AVE
 BUILDING "D", 1st FLOOR
 IRVINE, CA 92618

ULSANG
 ARCHITECTURE
 3400 VA. DR. SUITE 204
 COSTA MESA, CA 92626
 PHONE: (949) 538-4138

SEAL

ISSUED FOR: ZONING REVIEW
 ISSUE DATE: 09/04/2013
 PROJECT No. FA121204
 DRAWN BY: JIM CHECKED BY: EF

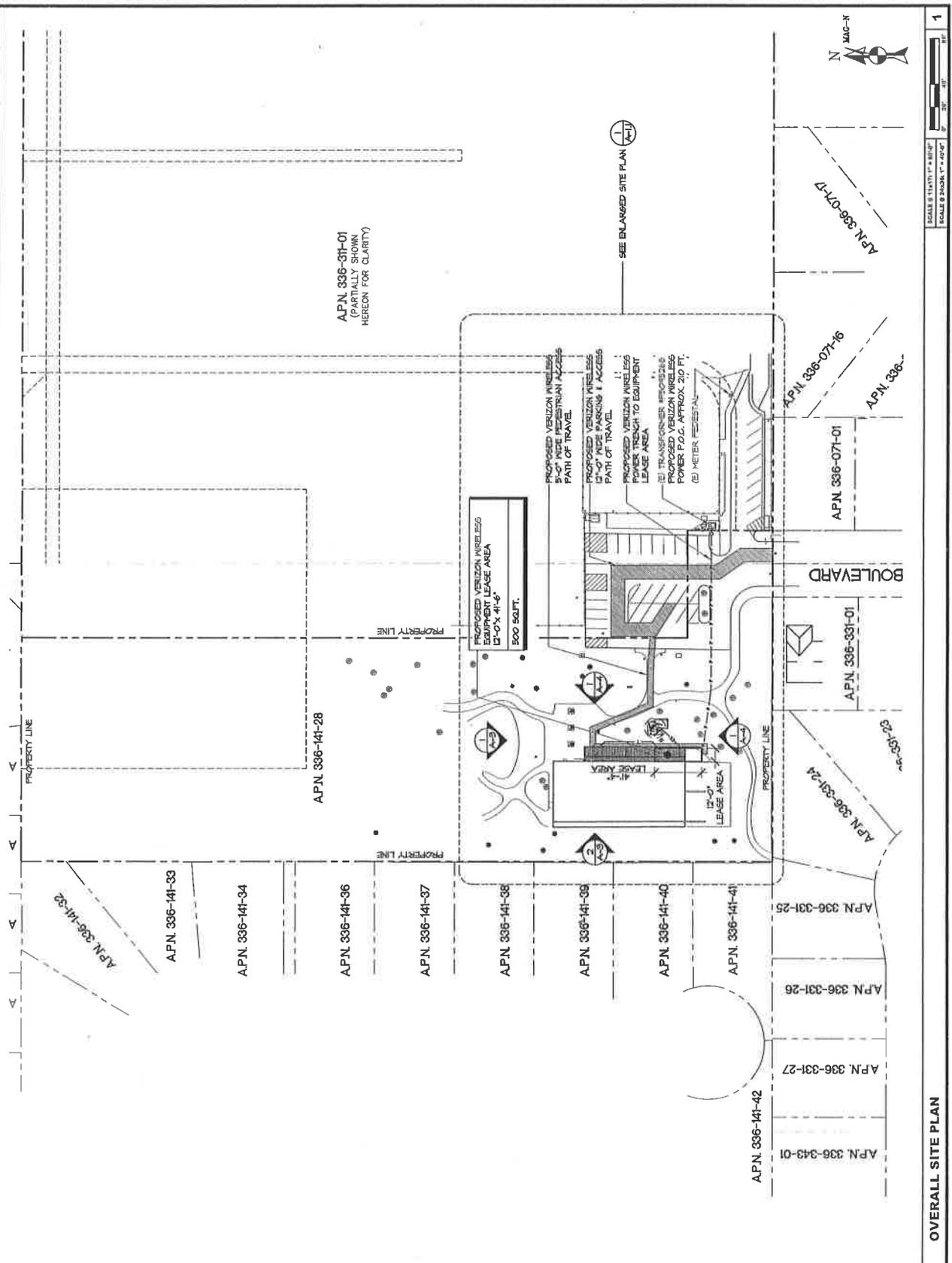
SUBMITTALS

REV.	DATE	DESCRIPTION	BY
0	01/23/13	ZONING REVIEW	JM
1	02/14/13	SURVEY UPDATE	JM
2	02/18/13	CLIENT COMMENTS	JM
3	02/21/13	CLIENT COMMENTS	JM
4	02/25/13	UTILITY UPDATE	JM
5	04/25/13	CLIENT COMMENTS	JM
6	09/04/13	CLIENT COMMENTS	JM

TWEED
 2101 TUFFREE ROAD
 PLACENTA, CA 92780

SHEET TITLE
OVERALL SITE PLAN

SHEET NUMBER
A-1.0



SCALE 1" = 20'-0"
 1" = 20'-0"

OVERALL SITE PLAN



TULSANG
ARCHITECTURE
3400 VAN CANTON, SUITE 204
IRVINE, CA 92618
PHONE: (949) 453-1138

SEAL

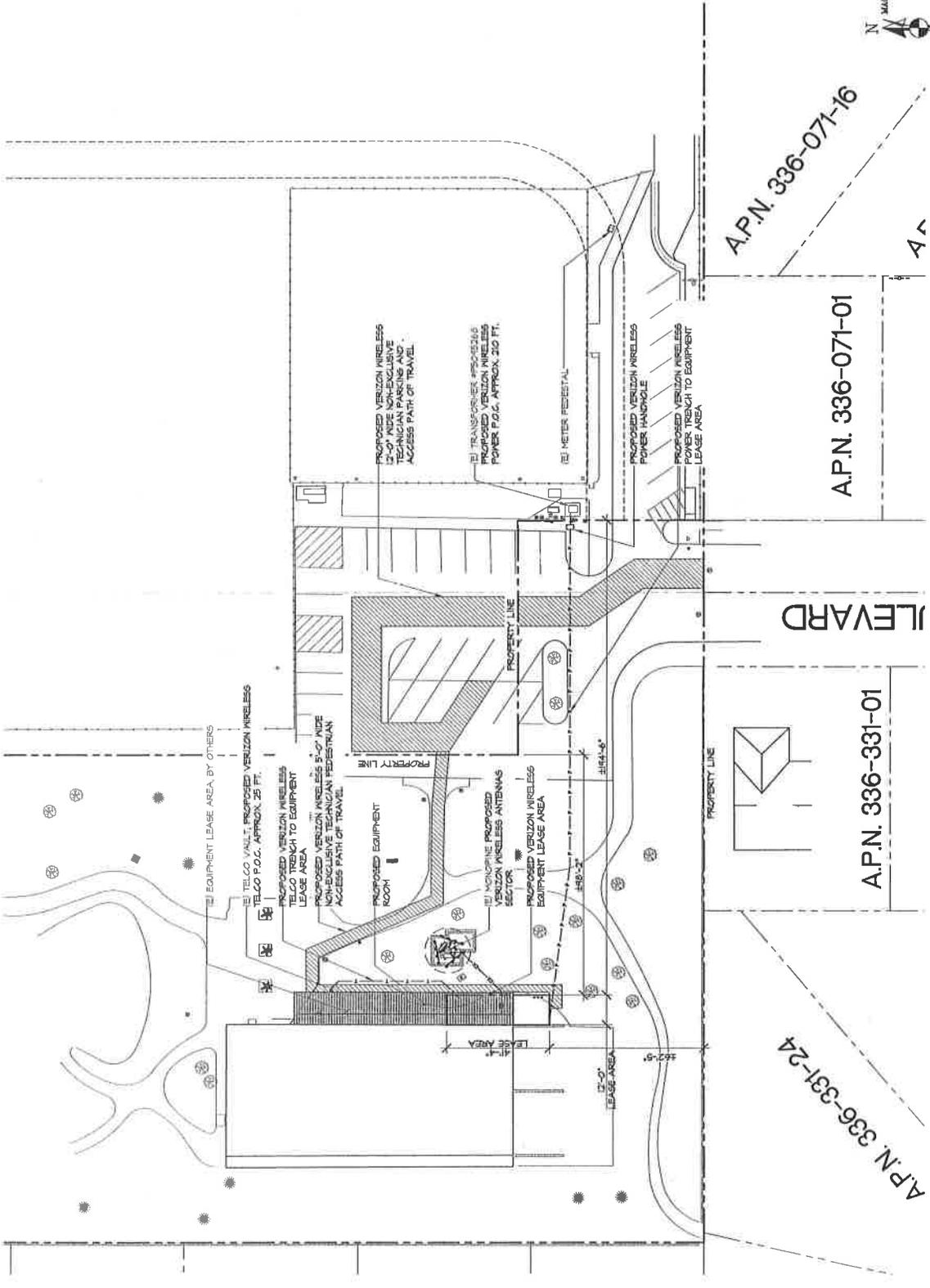
ISSUED FOR: ZONING REVIEW
ISSUE DATE: 09/04/2013
PROJECT No. FA121204
DRAWN BY: JM CHECKED BY: EF

REV	DATE	DESCRIPTION	BY
0	01/23/13	ZONING REVIEW	JM
1	02/14/13	SURVEY UPDATE	JM
2	02/18/13	CLIENT COMMENTS	JM
3	02/21/13	CLIENT COMMENTS	JM
4	02/25/13	UTILITY UPDATE	JM
5	04/25/13	CLIENT COMMENTS	JM
6	09/04/13	CLIENT COMMENTS	JM

TWEED
2101 TUFFREE ROAD
PLACENTIA, CA 92780

SHEET TITLE
SITE PLAN

SHEET NUMBER
A-1.1



A.P.N. 336-071-16

A.P.N. 336-071-01

LEAVARD

A.P.N. 336-331-01

A.P.N. 336-331-24



SCALE 8 1/4" X 11" (1" = 40'-0")
SCALE 8 1/2" X 11" (1" = 30'-0")

SITE PLAN

1



15506 SAND CANYON AVE
BUILDING 01 1st FLOOR
IRVINE, CA 92618

FULSANG
ARCHITECTURE
3400 VIA OROVIA, SUITE 204
NEWPORT BEACH, CA 92660
PHONE: (949) 261-1158

SEAL

ISSUED FOR: ZONING REVIEW
ISSUE DATE: 09/04/2013
PROJECT No. FA121204
DRAWN BY: JM CHECKED BY: EF

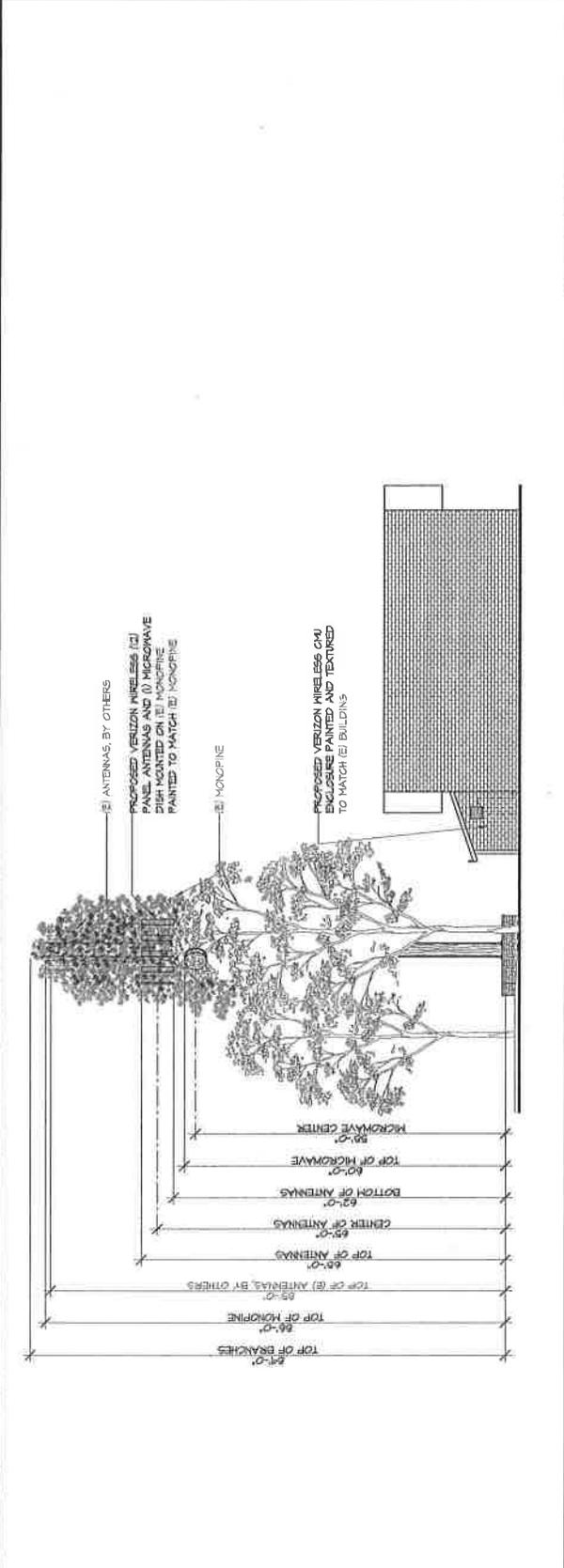
SUBMITTALS

REV.	DATE	DESCRIPTION	BY
0	01/23/13	ZONING REVIEW	JM
1	02/14/13	SURVEY UPDATE	JM
2	02/18/13	CLIENT COMMENTS	JM
3	02/21/13	CLIENT COMMENTS	JM
4	02/25/13	UTILITY UPDATE	JM
5	04/25/13	CLIENT COMMENTS	JM
6	09/04/13	CLIENT COMMENTS	JM

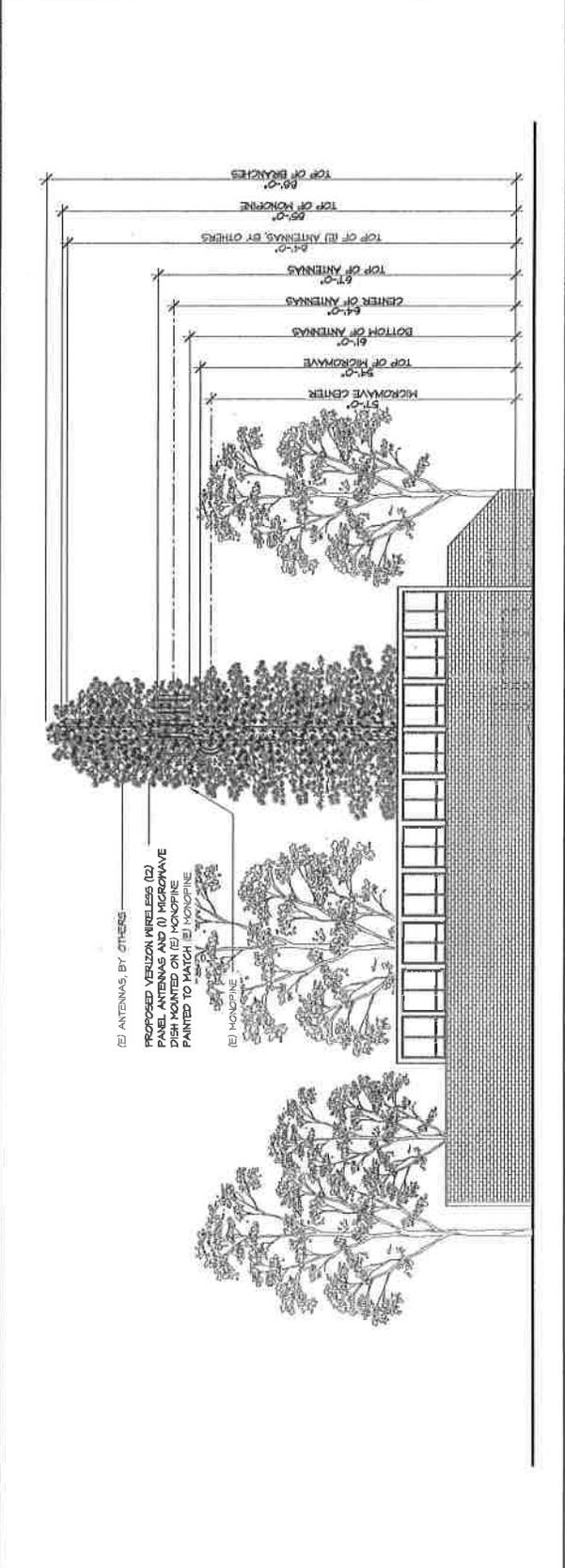
TWEED
2101 TUFFREE ROAD
PLACENTA, CA 92780

SHEET TITLE
ELEVATIONS

SHEET NUMBER
A-3



NORTH ELEVATION



EAST ELEVATION

verizonwireless
 15505 SAND CANYON AVE
 BUILDING D, 1ST FLOOR
 IRVINE, CA 92618

FULSANG ARCHITECTURE
 3400 VA. BICENTEN, SUITE 204
 IRVINE, CA 92614
 PHONE: (949) 838-4132

SEAL

ISSUED FOR: ZONING REVIEW
 ISSUE DATE: 09/04/2013
 PROJECT No: FA121204
 DRAWN BY: JM CHECKED BY: EF

SUBMITTALS

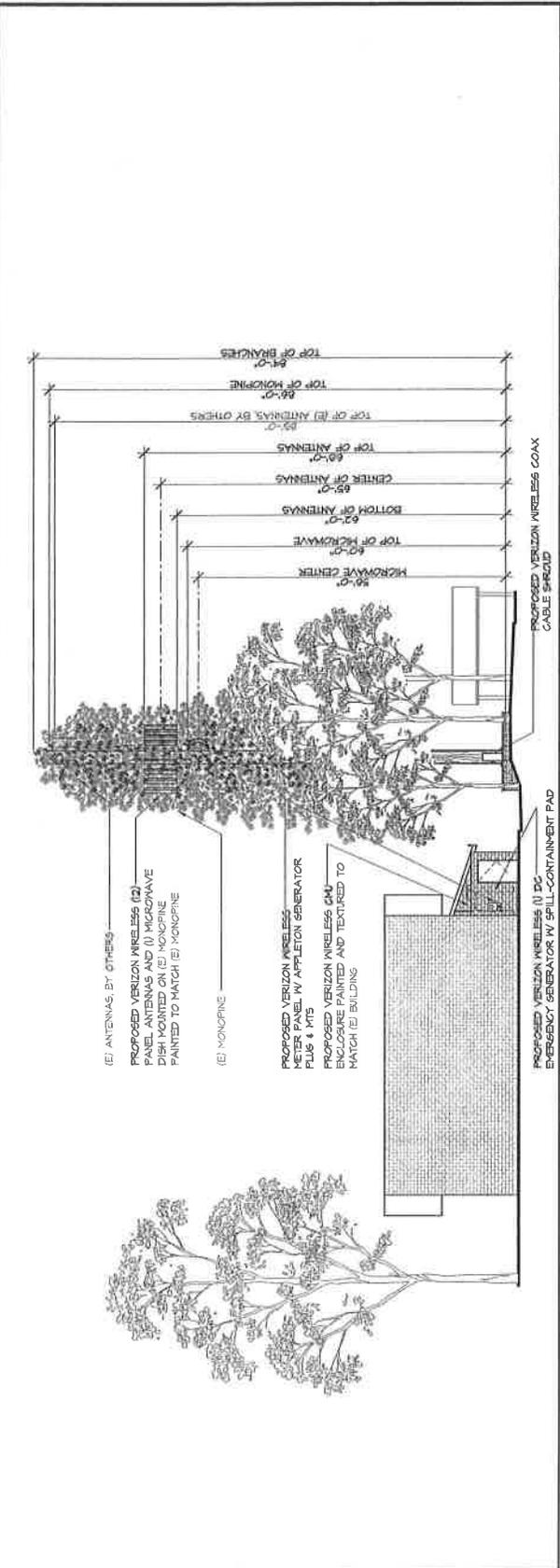
REV.	DATE	DESCRIPTION	BY
0	07/23/13	ZONING REVIEW	JM
1	02/14/13	SURVEY UPDATE	JM
2	02/18/13	CLIENT COMMENTS	JM
3	02/21/13	CLIENT COMMENTS	JM
4	02/25/13	UTILITY UPDATE	JM
5	04/25/13	CLIENT COMMENTS	JM
6	09/04/13	CLIENT COMMENTS	JM

TWEED
 2101 TUFFREE ROAD
 PLACENTIA, CA 92780

SHEET TITLE

ELEVATIONS

SHEET NUMBER
A-4

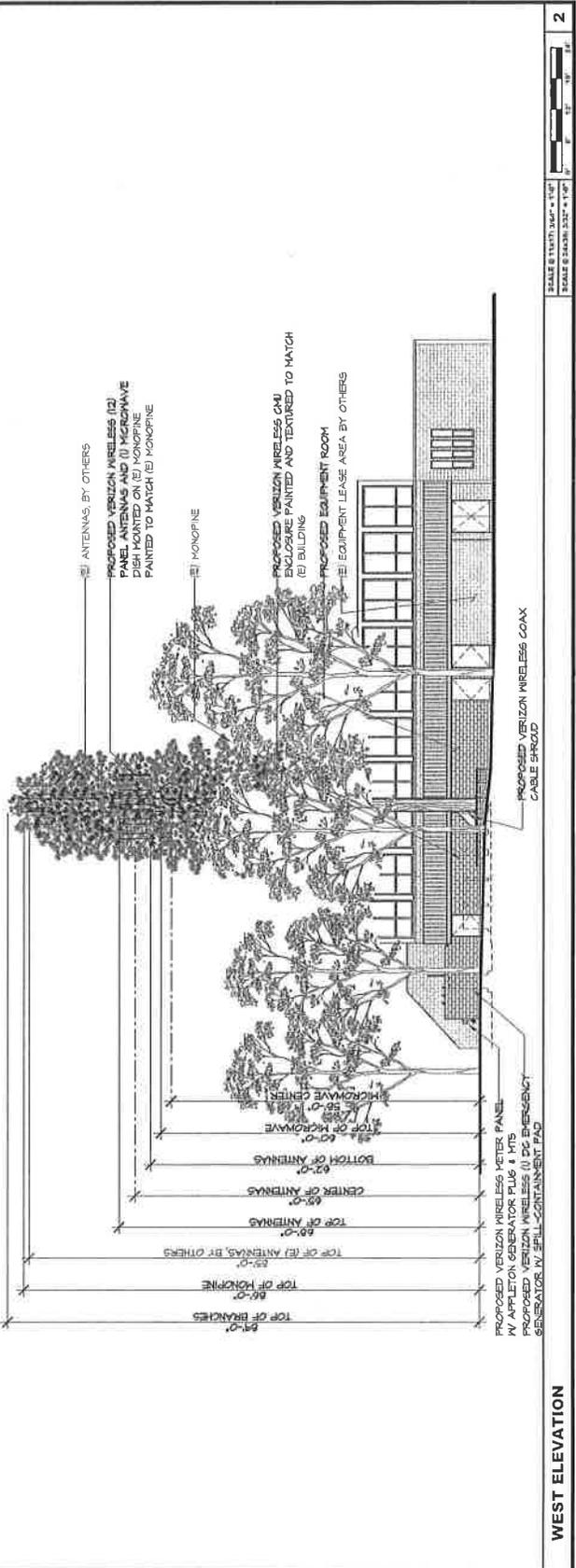


SOUTH ELEVATION

SCALE: E 1/4"=1'-0" (3/4"=1'-0")
 SCALE: S 3/4"=1'-0" (1/2"=1'-0")



1



WEST ELEVATION

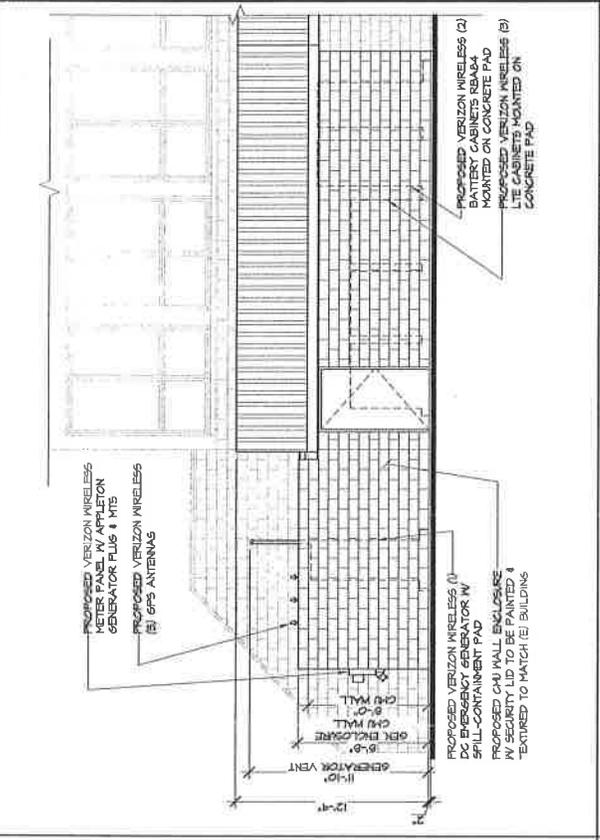
SCALE: E 1/4"=1'-0" (3/4"=1'-0")
 SCALE: S 3/4"=1'-0" (1/2"=1'-0")



2

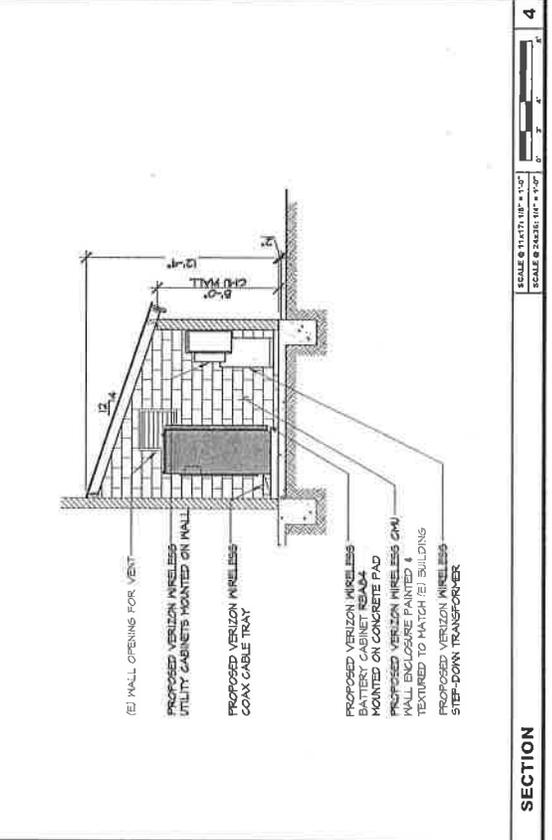
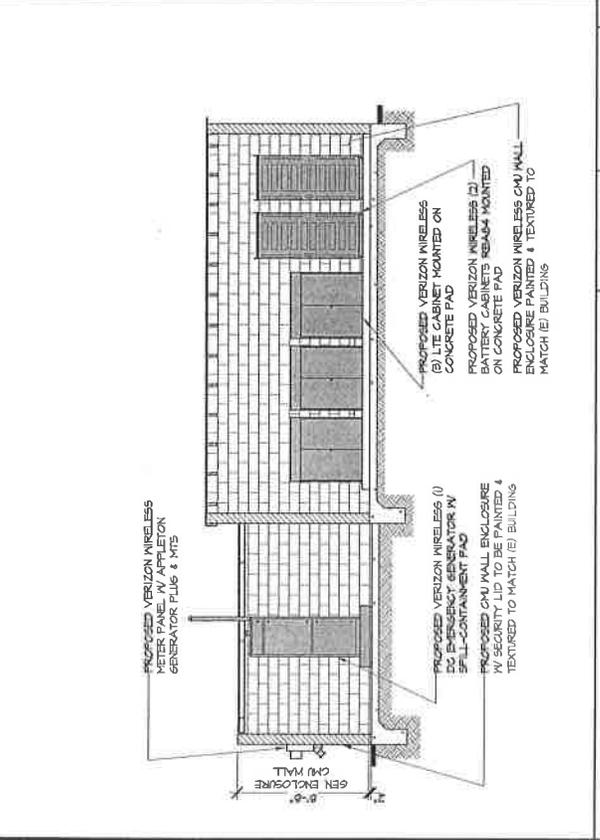
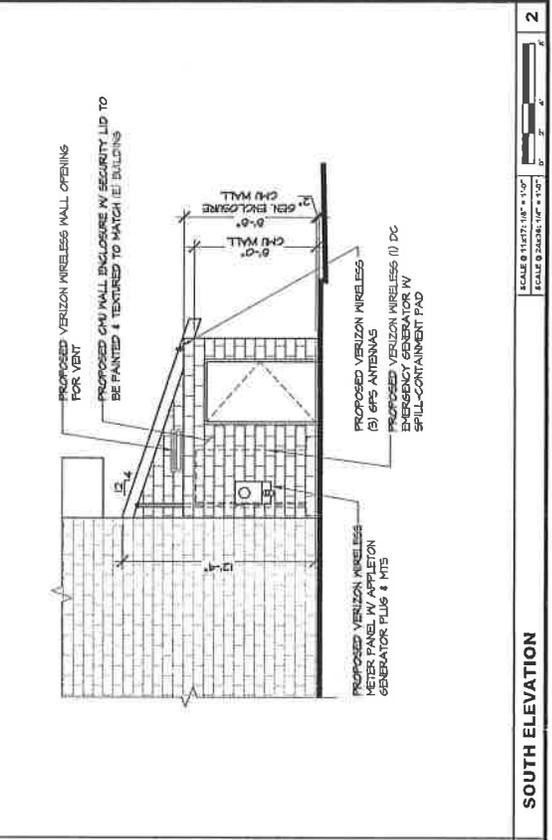
SUBMITTALS

REV	DATE	DESCRIPTION	BY
0	01/23/13	ZONING REVIEW	JM
1	02/14/13	SURVEY UPDATE	JM
2	02/19/13	CLIENT COMMENTS	JM
3	02/27/13	CLIENT COMMENTS	JM
4	02/25/13	UTILITY UPDATE	JM
5	04/25/13	CLIENT COMMENTS	JM
6	09/04/13	CLIENT COMMENTS	JM



SECTION 3

SCALE: 1/4" = 1'-0"
 SCALE: 3/8" = 1'-0"





Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: INTERIM ASSISTANT CITY ADMINISTRATOR

DATE: FEBRUARY 4, 2014

SUBJECT: **FIRST READING AND INTRODUCTION OF ZONING CODE AMENDMENT 2014-01, AN ORDINANCE AMENDING TITLE 23 (ZONING ORDINANCE) OF THE PLACENTIA MUNICIPAL CODE § 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**

CEQA DETERMINATION: Addendum to Initial Study/Mitigated Negative Declaration
2013-01

FISCAL
IMPACT: NOT APPLICABLE

SUMMARY:

The City Council has previously adopted an ordinance allowing the potential placement of digital and static outdoor advertising signs on City-owned property near the 57 and/or 91 Freeways and primary arterial highways within the City. In order to ensure that such signs are only placed on City-owned property in proximity to the 57 and/or 91 Freeways, the City Council directed that a new ordinance be drafted and submitted to the City Council for consideration. The proposed draft ordinance allows billboards to be erected and maintained on City-owned property adjacent to the 57 and/or 91 Freeway corridors. Furthermore, the proposed ordinance modifies the definition of City-owned property so the City must be the owner of the majority of the fee title interest in the property or have a right of way easement interest in the property. This action conducts a Public Hearing, accepts for First Reading by title only, and sets a Second Reading and adoption of the proposed Zoning Code Amendment 2014-01.

RECOMMENDATION:

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

1. Open the Public Hearing, receive public testimony and close the Public Hearing;
and

2.a.

February 4, 2014

2. Waive full reading, read by title only, and introduce for first reading, Ordinance 2014XX-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 2014-01).

DISCUSSION:

All signs, to include advertising signs, are regulated through Chapter 23.90 of the Placentia Municipal Code (PMC). Chapter 23.90, or the Sign Code, sets forth restrictions and standards for all types of signs to include billboards and off-premise freeway signs. For purposes of this Staff Report and proposed ordinance, the following terminology all refer to billboards: Outdoor advertising display; digital advertising display; static advertising display; and digital billboard. In general, the City prohibits billboards, which are defined in the Sign Code as “any sign usually designed for use with changing advertising copy, and which is normally used for the advertisement of goods produced or services rendered at location other than the premises on which the sign is located.” Under § 23.90.100 (10) all off-site advertising, including billboards are prohibited except “as otherwise provided for in this chapter.”

On January 7, 2014, the City Council adopted a Zoning Code Amendment (Ordinance O-2013-09) which amended the Sign Code to allow billboards and off-premise freeway signs on City-owned or controlled property visible from State routes 57 and 91, as well as from primary arterial highways. Ordinance O-2013-09 becomes effective 30 days after adoption. At its meeting of January 21, 2014, the City Council voiced concerns that opponents to the Ordinance O-2013-09 were grossly misinterpreting where billboards would be allowed and directed Staff to return with modifications to the Sign Code which more clearly reflect the Council’s intent as to the placement of billboards within the City.

The proposed ordinance will amend the Sign Code by adding a new § 23.90.197 which, under strict guidelines, allows billboards to be erected and maintained on City-owned property in proximity to the 57 and/or 91 Freeway corridors. City-owned property is defined as property where the City is the owner of the majority of the fee title interest, as well as property in which the City has a right of way easement interest. The proposed ordinance removes the provision allowing billboards to be located adjacent to primary arterial highways. In addition, the ordinance includes a provision that billboards may not be located on any property zoned for residential uses. The requirement for a development agreement remains, ensuring that the City Council reviews each potential sign, including placement, height and other limitations.

Requirement for Development Agreement

Similar to the Ordinance 0-2013-09, the proposed ordinance carries forward the requirement that specific development standards be set through a Development Agreement 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 creates 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 ten 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.

The Planning Commission considered a similar ordinance allowing billboards on locations visible from State Route 57 and 91 on June 11, 2013 and recommended that the City Council approve the ordinance. Subsequently, the Planning Commission considered a proposed ordinance allowing billboards on locations visible from State Route 57 and 91 plus along primary arterials on November 12, 2013 and recommended that the City Council deny the ordinance.

If the proposed ordinance is approved, the previous ordinance will be repealed by implication since the new ordinance covers the same ground (See: *Iscoff v. Police Commission of City and County of San Francisco*, 222 Cal. App. 2d 395, 409, 35 Cal. Rptr. 189 (1963)). Alternately, the City Council may direct preparation of an ordinance which expressly repeals the earlier ordinance.

CEQA:

The amendments set forth in the proposed ordinance were prepared pursuant to an Amendment to Initial Study and Mitigated Negative Declaration 2013-01 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 Addendum finds that with minor technical changes, the previous IS/MND adopted for ZCA 2013-03 satisfies the requirements of CEQA for ZCA 2014-01. The IS/MND includes mitigation

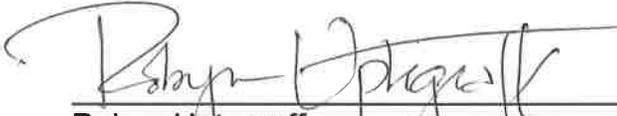
measures that any future display must comply with in order to reduce potential environmental impacts.

The City Council will exercise its ultimate authority to approve or deny the Initial Study and Mitigated Negative Declaration and amendment, together with a Mitigation and Monitoring Reporting Program. Furthermore, said Initial Study and Mitigated Negative Declaration, and amendment, and all related environmental documents forming the basis for the Mitigated Negative Declaration, as amended, and the proposed Ordinance are located in, and in the custody of, the Office of the City Clerk, City of Placentia. If adopted, a Notice of Exemption will be filed with the Orange County Clerk/Recorder, as required by law.

FISCAL IMPACT:

Not applicable.

Prepared by:



Robyn Uptegraff,
Interim Assistant City Administrator

Reviewed and approved:



Troy L. Butzlaff, ICMA-CM
City Administrator

Attachments:

Zoning Code Amendment Ordinance 2014-01

ORDINANCE NO. O-2014-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 2014-01]**

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 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 such Digital Billboard Signs should only be placed in proximity to State Routes 57 and 91 Freeways.

(iii). The specific placement of Digital Billboard Signs shall be carefully considered and the development thereof, including placement, height and other limitations thereon, shall be determined by means of a development agreement pursuant to the procedures described in California Government Code § 65867.

(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 and Addendum 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 and Addendum. The City Council hereby specifically finds and determines that, based upon the findings set forth below, and changes and alterations which will be incorporated into and conditioned upon any proposed development agreement shall ensure no significant adverse environmental effects will occur. The City Council hereby finds that the Mitigated Negative Declaration and Addendum reflect its independent judgment.

(b). The City Council finds that facts supporting the above-specified findings are contained in the Mitigated Negative Declaration and Addendum, 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 Mitigated Negative Declaration and Addendum. 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 Mitigated 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 right of way easement 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 maintenance of digital billboard signs within or upon City-owned property and visible from State Routes 57 and/or 91, 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. The specific placement of Digital Billboard Signs shall be carefully considered and the development thereof, including placement, height and other limitations thereon, shall be determined by means of a development agreement pursuant to the procedures described in California Government Code § 65867.

A digital billboard sign may be electronic, programmable 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 but shall not be located on any property zoned for residential uses.

"2. All digital-display faces must be oriented primarily for viewing from the freeway or State 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. Digital billboard signs shall not exceed a maximum display face area of one thousand, two hundred (1,200) square feet with a maximum height of the display face of twenty-five (25) feet and a maximum length of the display face of 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 only 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 _____, 2014.

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 _____, 2014 and was finally adopted at a regular meeting held on the _____ day of _____, 2014, 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: INTERIM DIRECTOR OF FINANCE

DATE: FEBRUARY 4, 2014

SUBJECT: SECOND QUARTER FINANCIAL UPDATE

FINANCIAL

IMPACT: NONE

SUMMARY:

The adopted Fiscal Year 2013-14 budget includes a budget deficit of \$1,245,982. As a condition with the adoption of the current fiscal year budget, the City Council directed staff to report the City's financial condition at the end of each quarter and, if deemed necessary, implement deficit solutions (triggers) designed to eliminate the projected budget deficit. The City Council has already received the first quarter financial update and decided to take no action on the deficit solutions pending completion of a Budget Stabilization Plan that was being prepared by a third party consultant. The Budget Stabilization Plan is now complete and will be presented to the community at a workshop scheduled for February 12, 2014 and then to the City Council sometime in late February or early March. Consistent with City Council direction to receive quarterly financial reports, Staff has prepared a Second Quarter Financial Update for the period ending December 31, 2013. This is a receive and file action only.

RECOMMENDATION:

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

1. Recieve and File Financial Quarterly Update for Period Ended December 31, 2013.

DISCUSSION:

The adopted Fiscal Year 2013-14 budget includes a budget deficit of \$1,245,982. To offset the deficit and bring the City's budget into balance, the City Council approved quarterly deficit solution triggers that would be implemented if set financial goals were not achieved at the end of each quarter.

The first quarter of the fiscal year ended on September 30th. By this point in time, a total of \$609,780 in savings through cost reductions and labor concessions was to have been achieved to advert the implementation of automatic budget triggers, including staff furloughs and/or a reduction in the City's work force. Although the required savings was not achieved, the City Council decided

4.a.

February 4, 2014

to forgo the automatic budget triggers and await the completion of a Budget Stabilization Plan that was being prepared by a third party consultant before taking any further actions.

The Budget Stabilization Plan is now complete. The Budget Stabilization Plan provides a review of the City's current financial and organizational condition, as well as recommendations on the different revenue enhancements, compensation changes and alternative service delivery methods that could be pursued to alleviate the current structural deficit and to assist the City achieve long-term fiscal sustainability. Staff has scheduled a community workshop for February 12th at 6:30 p.m. at the Backs Community Building to discuss the City's financial conditions and to solicit public input on the recommendations contained within the Budget Stabilization Plan. Ultimately the Budget Stabilization Plan will be presented to the City Council for their review and consideration of an Implementation Plan for achieving fiscal sustainability.

Consistent with the City Council's direction, Staff has prepared a Second Quarter Financial Update for the period ending on December 31, 2013. At this juncture, the City was anticipating new revenues from outdoor advertisement display program (\$700,000) and savings from refunding the Working Capital Deficit Bond (\$377,625) for a total of \$1,077,625. Although the new revenues and/or savings have not been achieved, Staff continues to work on these items and hopes to bring them back to the City Council in the near future.

Revenues

As of December 31, 2013, the City has received approximately 31% or \$9.55 million in revenues for Fiscal Year 2013-14. Total estimated revenues collected for the current year is comparable to the prior year. Estimated property taxes collected for the current year is approximately \$228,000 higher compared to prior year. Estimated sales taxes collected for the current year is \$109,000 higher compared to prior year.

The two primary revenue resources for the City include property taxes and sales and use taxes which combined make up 57% of the City's total General Fund revenues. The majority of property taxes are received in December, April and May. Sales and use taxes are primarily received in January, May and June.

Expenditures

The City has spent 38% or \$11.60 million of the \$30.6 million that was appropriated in Fiscal Year 2013-14. Total estimated expenditures for the current year are approximately \$100,000 lower compared to the prior year. The City's single major expenditure is for fire authority services, which is paid quarterly and accounts for 17% of the General Fund expenditures.

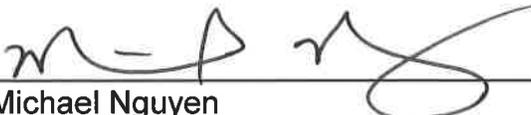
Deficit Projection

If revenues continue to track above budget projections and expenditures remain lower than what was budgeted in the current fiscal year, the projected deficit could potentially be reduced to around \$1 million by fiscal year's end. Additional savings accrued through unfilled positions, avoided costs and other budget reductions that have been implemented over the past six months could

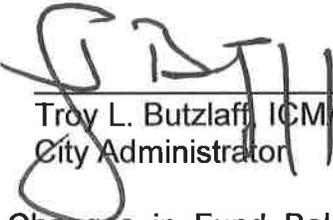
further reduce the deficit to approximately \$600,000. Obviously, if the current year deficit can be reduced to \$600,000 the City Council will not have to implement the deficit solutions that were presented earlier in the fiscal year and should be able to completely eradicate the remaining deficit by using unallocated reserve funds or through one or more of the revenue enhancements and/or budget reductions Staff continues to pursue.

Submitted by:

Reviewed and Approved:



Michael Nguyen
Interim Director of Finance



Troy L. Butzlaff, ICMA-CM
City Administrator

Attachment: Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual –
General Fund (For Period Ended December 31, 2013)

Revenues, Expenditures and Fund Balances – All Funds Summary
(July 1, 2013 through December 31, 2013)

CITY OF PLACENTIA

**REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL
GENERAL FUND**

PERIOD ENDED DECEMBER 31, 2013

	<u>Budget Amounts</u>		<u>Actual</u> 12/31/2013	<u>% of</u> Budget	<u>Actual</u> 12/31/2012	<u>Change from</u> Prior Year
	<u>Original</u>	<u>Amended</u>				
REVENUE						
Property Taxes	\$ 11,514,000	\$ 11,514,000	\$ 4,163,193	36.15 %	\$ 3,935,188	228,004
Sales & Use Taxes	5,757,000	5,757,000	1,523,016	26.45 %	1,414,260	108,756
Real Property Taxes	150,000	150,000	63,040	42.02 %	42,370	20,670
Transient Occupancy Taxes	682,500	682,500	285,681	41.85 %	305,177	(19,495)
Franchise Fees	2,100,000	2,100,000	618,825	29.46 %	624,718	(5,892)
Business License	780,100	780,100	146,291	18.75 %	107,808	38,483
Lease Revenues	869,937	869,937	72,174	8.29 %	63,906	8,267
Per Barrel Tax	49,350	49,350	30,954	62.72 %	32,013	(1,058)
Permits	717,000	717,000	291,638	40.67 %	178,855	112,782
Fines & Forfeitures	618,000	618,000	179,859	29.10 %	221,367	(41,508)
Investment Income	350,000	350,000	85,880	24.53 %	78,184	7,695
Intergovernmental	50,000	50,000	34,181	68.36 %	38,175	(3,993)
Charges for Services	1,303,000	1,303,000	467,198	35.85 %	605,839	(138,640)
Sales of Real Property	1,000	1,000	72,550	7,255.0 %	128,848	(56,298)
Refund & Reimbursements	1,352,982	1,352,982	100,704	7.44 %	2,172,873	(2,072,168)
Sub-total	\$ 26,294,869	\$ 26,294,869	\$ 8,135,191	30.93 %	\$ 9,949,587	(1,814,395)
Transfer-In	4,134,876	4,134,876	1,418,723	34.31 %	1,629,631	(210,908)
Total Revenues	\$ 30,429,745	\$ 30,429,745	\$ 9,553,915	31.39 %	\$ 11,579,219	(2,025,304)

CITY OF PLACENTIA

**REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL
GENERAL FUND**

PERIOD ENDED DECEMBER 31, 2013

	Budget Amounts		Actual 12/31/2013	% of Budget	Actual 12/31/2012	Change from Prior Year
	Original	Amended				
EXPENDITURES						
Other Expenditures	\$ 0	\$ 0	0	0.00 %	\$ (874)	874
Legislative	943,130	943,130	344,089	36.48 %	472,124	(128,034)
Administration	1,233,825	1,233,825	648,285	52.54 %	630,907	17,378
Finance	950,575	950,575	446,216	46.94 %	409,866	36,349
Development Services	397,140	397,140	186,084	46.85 %	212,533	(26,449)
Public Safety	16,524,130	16,664,927	8,261,129	49.57 %	8,087,197	173,932
Public Works	429,220	429,220	199,043	46.37 %	121,320	77,723
Maintenance Services	2,347,714	2,439,758	856,979	35.12 %	1,075,496	(218,516)
Community Services	869,465	869,465	450,029	51.75 %	481,554	(31,525)
Environmental Services	1,100	1,100	0	0.00 %	2,129	(2,129)
Debt Service	1,508,711	1,508,711	158,312	10.49 %	162,437	(4,125)
Sub-total	\$ 25,205,010	\$ 25,437,851	\$ 11,550,170	45.40 %	\$ 11,654,693	(104,522)
Operating Transfers-Out	\$ 5,224,735	\$ 5,224,735	51,408	0.98 %	0	51,408
Total Expenditures	\$ 30,429,745	\$ 30,662,586	\$ 11,601,578	45.40 %	\$ 11,654,693	(104,522)
Net Increase(Decrease) Fund Balance\$	0	(232,841)	(2,047,663)	879.42 %	(75,473)	(1,972,190)
Fund Balance, July 1 (Actual)	5,252,984	5,252,984	5,252,984			
Fund Balance, June 30	5,252,984	5,020,143	3,205,320			

Revenues, Expenditures and Fund Balance - All Funds
July 1, 2013 through December 31, 2013
SUMMARY

	FUND BALANCE 07/01/2013	AMENDED BUDGET REVENUES	ACTUAL REVENUES 12/31/2013	TRANSFER IN 12/31/2013	TOTAL FUNDS AVAILABLE	AMENDED BUDGET EXPENDITURES	ACTUAL EXPENDITURES 12/31/2013	TRANSFER OUT 12/31/2013	FUND BALANCE 12/31/2013
General									
General Fund	5,252,984	30,429,745	8,135,191	1,418,723	14,806,899	30,662,586	11,550,170	51,408	3,205,320
Economic Uncertainty	500,000	0	0	0	500,000	0	0	0	500,000
Sub-Total	5,752,984	30,429,745	8,135,191	1,418,723	15,306,899	30,662,586	11,550,170	51,408	3,705,320
Special Revenues									
Utility User Tax	647,039	2,909,676	1,215,661	0	1,862,701	2,849,676	0	1,418,723	443,978
State Gas Tax	636,519	1,457,500	745,473	0	1,381,992	1,754,844	0	877,148	504,843
Housing Successor Agency	-299,994	44,000	10,805	0	-289,189	0	46,274	0	-335,463
Successor Agency Ret Oblg Fnd	-13,192,165	0	14,709	0	-13,177,455	0	368,135	0	-13,545,591
Measure M	483,620	470,000	155,415	0	639,035	530,085	0	0	639,035
Air Quality Management	190,886	60,000	16,605	0	207,491	111,180	1,654	0	205,837
Asset Seizure	368,205	500	47,408	0	415,614	343,112	42,771	0	372,842
Traffic Offender Fund	32,055	13,500	3,273	0	35,328	0	0	0	35,328
Supplemental Law Enforcement	0	92,000	50,684	0	50,684	0	0	0	50,684
Park Development	8,268	0	3,628	0	11,896	48,500	0	0	11,896
Storm Drain Construction	42,806	0	0	0	42,806	0	0	0	42,806
Thoroughfare Construction	37,853	0	0	0	37,853	0	0	0	37,853
Underground Utilities	39	0	0	0	39	0	0	0	39
Street Lighting District	-630,450	138,000	71,842	0	-558,607	379,700	152,620	0	-711,228
Landscape Maintenance	368,982	396,000	211,223	0	580,205	566,799	185,305	0	394,900
Housing and Community Develop.	-38,387	135,000	0	0	-38,387	135,000	38,655	0	-77,042
Misc Grants Fund	329,319	2,568,085	487,359	51,408	868,087	3,075,849	133,605	0	734,481
Special Deposits	0	0	0	0	0	76,010	31,532	0	-31,532
H.C.D Rehabilitation Loans	165,692	290	0	0	165,692	0	566	0	165,126
Community Facilities District	4,510,368	3,383,000	1,704,537	0	6,214,905	1,129,135	2,794,315	0	3,420,590
Sub-Total	-6,339,339	11,667,551	4,738,628	51,408	-1,549,302	10,999,890	3,795,436	2,295,871	-7,640,610
Debt Service									
Gas Tax Bond Fund	483,982	481,844	0	0	483,982	480,344	134,421	0	349,561
Sub-Total	483,982	481,844	0	0	483,982	480,344	134,421	0	349,561
Capital Projects									
City Capital Projects	-1,139,357	5,104,485	54,184	877,148	-208,025	6,599,142	1,270,639	0	-1,478,664
Sub-Total	-1,139,357	5,104,485	54,184	877,148	-208,025	6,599,142	1,270,639	0	-1,478,664
Enterprise Funds									
Sewer Maintenance	14,096,693	73,010	415,423	0	14,512,117	1,423,835	229,424	0	14,282,692
Refuse Administration	-3,225,932	2,723,500	1,537,428	0	-1,688,504	3,200,549	1,193,797	0	-2,882,302
CNG Fueling Station	289,413	92,800	75,000	0	364,413	95,000	0	0	364,413
Sub-Total	11,160,174	2,889,310	2,027,851	0	13,188,026	4,719,384	1,423,222	0	11,764,804
Internal Service Funds									
Employee Health & Welfare	37,666	1,357,769	-15,340	0	22,326	1,412,714	536,968	0	-514,642
Risk Management	0	1,333,010	0	0	0	1,333,010	803,294	0	-803,294
Equipment Replacement	266,036	0	0	0	266,036	10,000	0	0	266,036
Information Technology	114,954	325,120	0	0	114,954	325,120	140,110	0	-25,155
Citywide Services	230,000	2,208,836	0	0	230,000	2,153,890	940,189	0	-710,189
Sub-Total	648,658	5,224,735	-15,340	0	633,317	5,234,735	2,420,563	0	-1,787,245
Grand Total	10,567,103	55,797,670	14,940,516	2,347,279	27,854,899	58,696,081	20,594,454	2,347,279	4,913,165