



AGENDA

REGULAR MEETING

LA PALMA CITY COUNCIL

TUESDAY, MARCH 4, 2025

Mark I. Waldman
Mayor

Nitesh P. Patel
Mayor Pro Tem

Debbie S. Baker
Council Member

Janet Keo Conklin
Council Member

Vikesh P. Patel
Council Member

5:00 PM Closed Session
6:30 PM Open Session
La Palma City Hall
Council Chambers
7822 Walker Street, La Palma

CALL TO ORDER

CLOSED SESSION

CS-1. CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code section 54957.6.

Agency Designated Representatives: Conal McNamara, City Manager
Ryan Hallett, Assistant City Manager
Employee Organizations: La Palma General Employees
Association
La Palma Police Association
La Palma Professional Employees
Association
Unrepresented Employees: Executive Management

CS-2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
(Pursuant to Government Code section 54956.9(d)(2), (e)(2))

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1 case – Proposed AT&T Tower at 8415 Meadowlark

**CS-3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Pursuant to paragraph (1) of subdivision (d) of California Government
Code Section 54956.9)**

Claim No. CJP-3053039, regarding driver fatality
Claimant: David Casey

OPEN SESSION TO BEGIN AT 6:30 P.M.

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Nitesh Patel

INVOCATION

Father Binh Nguyen, St. Ireanus Catholic Church
Council Member Vikesh Patel

ROLL CALL

PRESENTATIONS

- Proclamation in recognition of March as Red Cross Month.
- Proclamation in recognition of the 15th Anniversary of La Palma Toastmasters

ORAL COMMUNICATIONS (Time Limit: 5 Minutes Each)

Time has been reserved at this point in the Agenda for persons wishing to speak on any item that is not listed on the Agenda. By law, the City Council is prohibited from taking action on such oral comments. The matter will be automatically referred to staff for appropriate response or action or will be placed on the Agenda of a future meeting. Matters listed on the Agenda may be addressed either at this time or at the time they are before the City Council for discussion.

CONSENT CALENDAR

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All matters listed under Consent Calendar will be acted upon by one motion affirming the action recommended on the Agenda. There will be no separate discussion on these items prior to voting unless members of the City Council, Staff, or the public request that specific items be removed from the Consent Calendar for separate action. Any member of the public who wishes to discuss a Consent Calendar item should come forward to the microphone and, upon recognition by the Mayor, state their name, address, and the item number.

1. **Waive the Reading of All Ordinances**

It is recommended that the City Council waive the reading of all Ordinances in their entirety and read by title only.

2. **Approval of Council Minutes**

It is recommended that the City Council approve the Minutes of the February 3, 2025, Special Meeting, and Minutes of the February 4, 2025, Regular Meeting of the City Council.

3. **Approval of Register of Demands**

It is recommended that the City Council adopt a Resolution approving the Registers of Demands for February 18, 2025, and March 4, 2025.

4. **2025 Street Closures for Special Events**

Recommendation that the City Council adopt a Resolution approving Street Closures for the following special events to be held by the City: the Festival of Nations Parade on Saturday, April 26; the Memorial Day ceremony on Monday, May 26; and the Fitness Run for Fun on Friday, July 4.

5. **2024 Annual Housing Element Progress Report**

It is recommended that the City Council receive and file the 2024 Annual Housing Element Progress Report.

6. **Notice of Completion and Acceptance of Work for the City Facilities Painting Project, City Project No. 24-BLDG-01**

It is recommended that the City Council accept the work and authorize staff to file the Notice of Completion and Acceptance of Work with the Orange County Recorder for the City Facilities Painting Project, City Project No. 24-BLDG-01.

7. **First Amendment to Agreement for Construction Services with Musco Sports Lighting, LLC**

It is recommended that the City Council authorize the Mayor to sign the First

Amendment to Agreement for Construction Services with Musco Sports Lighting, LLC.

8. **Resolution Approving the Acceptance of the Fiscal Year 2023 Urban Areas Security Initiative (UASI) Grant**

It is recommended that the City Council adopt a Resolution approving the acceptance of the Urban Areas Security Initiative (UASI) Grant and authorize the City Manager, or his designee, to complete and sign all necessary materials to facilitate the grant.

PUBLIC HEARINGS

9. **Consideration of a Resolution to Install a Freestanding Wireless Communications Tower and a Resolution to Enter into a Lease Agreement at 8415 Meadowlark Lane (City Yard)**

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

1. Open the Public Hearing
2. Receive Staff Report
3. City Council Member Comments and Questions
4. Receive Public Input
5. Close the Public Hearing
6. Adopt a Resolution of the City Council Approving Conditional Use Permit 389, Precise Plan 287, and Variance 2022-01
7. Adopt a Resolution to enter into a Lease Agreement between the City of La Palma and New Cingular Wireless PCS, LLC for the lease of a portion of City-owned property located at 8415 Meadowlark Lane

10. **Conditional Use Permit 393 to Establish a Massage Establishment Use (Starlight Day Spa) Located at 7951 Valley View Street**

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

- a) Open Public Hearing
- b) Receive Staff Report
- c) Council Member Comments and Questions

- d) Receive Public Input
- e) Close Public Hearing
- f) Adopt a Resolution denying Conditional Use Permit 394 and making findings of denial for the operations of a massage establishment use on property located at 7951 Valley View Street

REGULAR ITEMS

11. Mid-Year Budget Update and Adjustments and Resolution amending the Fiscal Year 2024-25 Budget

It is recommended that the City Council receive and file the Mid-Year Budget report and adopt a Resolution amending the Fiscal Year 2024-25 Budget.

12. City of La Palma's 70th Anniversary

It is recommended that the City Council receive a presentation regarding La Palma's 70th Anniversary Celebration, discuss, and provide further direction as needed.

COUNCIL MEMBER AB1234 REPORTS, REPORTS FROM CITY-AFFILIATED COMMITTEES, AND COUNCIL REMARKS

CITY MANAGER REMARKS

CITY ATTORNEY REMARKS

ADJOURNMENT

NOTE: As a general rule, staff reports or other written documentation have been prepared or organized with respect to each item of business listed on the agenda. Copies of these materials and other disclosable public records distributed to all or a majority of the members of the City Council in connection with an open session item on the agenda are on file and available for inspection with the Office of the City Clerk, City Hall, 7822 Walker Street, during regular business hours 7:30 A.M. to 6:30 P.M., Monday through Thursday. If such writings are distributed to members of the Council on the day of a City Council meeting, the writings will be available at the entrance to the City Council

Chambers. If you have any questions regarding any item of business on the agenda for this meeting, any of the staff reports, or other documentation relating to any agenda item, please contact the City Clerk at (714) 690-3334.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, you should contact the City Clerk at (714) 690-3334. Notification 48 hours prior to the meeting will enable the City to make reasonable accommodations to ensure accessibility to this meeting.

City of La Palma

Agenda Item No. 1



MEETING DATE: March 4, 2025
TO: City Council
FROM: City Manager
SUBMITTED BY: Kimberly Kenney, City Clerk
AGENDA TITLE: Waive the Reading of All Ordinances

RECOMMENDED ACTION:

It is recommended that the City Council waive the reading of all Ordinances in their entirety and read by title only.

PURPOSE:

This is a regular agenda item and acts as a reminder of an action that Council Members should take to waive the reading of any Ordinance before them in its entirety, and instead read it by title only. This action helps to expedite the processing of Ordinances and contributes to the efficiency of City Council meetings.

FISCAL IMPACT:

None.

ATTACHMENTS:

None

City of La Palma

Agenda Item No. 2



MEETING DATE: March 4, 2025
TO: City Council
FROM: City Manager
SUBMITTED BY: Kimberly Kenney, City Clerk
AGENDA TITLE: Approval of City Council Minutes

RECOMMENDED ACTION:

It is recommended that the City Council approve the Minutes of the February 3, 2025, Special Meeting, and Minutes of the February 4, 2025, Regular Meeting of the City Council.

ATTACHMENTS:

1. City Council Minutes 2-3-2025 Special Meeting
2. City Council Minutes 2-4-2025

MINUTES OF THE SPECIAL MEETING
OF THE LA PALMA CITY COUNCIL

February 3, 2025

CALL TO ORDER: Mayor Waldman called the Special Meeting of the La Palma City Council to order at 9:07 a.m. in the Fan Palm Room at the La Palma Community Center, 7821 Walker Street, La Palma, California, with all members present.

PLEDGE OF ALLEGIANCE: Mayor Waldman

ROLL CALL: Council and Commission Members

Council Members present: Council Member Baker, Council Member Conklin, Mayor Pro Tem N. Patel, Council Member V. Patel, and Mayor Waldman

Council Members absent: None

City Officials present: Conal McNamara, City Manager
Joseph Cisneros, Deputy City Manager
Ryan Hallett, Assistant City Manager
Ajit Thind, City Attorney
Jacob Green, Goal Setting & Strategic Planning Session Consultant

ORAL COMMUNICATIONS

None.

REGULAR ITEMS

1. Goal Setting Facilitation Presentation

City Manager McNamara introduced the agenda scheduling for today's Session and then introduced the Consultant - Jacob Green - who gave a detailed overview of reasons for the City Council's Goal Setting, the Council-City Manager form of government and the Council's relationship with Staff, organizational priorities, and a review of 2024 City Council's goals.

CLOSED SESSION

CS-1. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code section 54957.6.

Agency Designated Representatives:	Conal McNamara, City Manager Ryan Hallett, Assistant City Manager
Employee Organizations:	La Palma General Employees Association La Palma Police Association La Palma Professional Employees Association
Unrepresented Employees:	Executive Management

CS-1. Public Employee Performance Evaluation

Pursuant to Government Code Section 54957(B)(1)

Position Title: City Manager

Mayor Waldman reconvened in Open Session at 11:17 a.m. and asked for a report.

City Attorney Thind stated that there were no reportable actions out of Closed Session.

ADJOURNMENT

Mayor Waldman adjourned the Special Meeting at 11:18 a.m.

Mark I. Waldman
Mayor

Attest:

Kimberly Kenney, CMC
City Clerk

MINUTES OF THE REGULAR MEETING
OF THE LA PALMA CITY COUNCIL

February 4, 2025

CALL TO ORDER: Mayor Waldman called the Regular Meeting of the La Palma City Council to order at 5:31 p.m. in the Council Chambers of La Palma City Hall, 7822 Walker Street, La Palma, California.

CLOSED SESSION

CS-1. CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code section 54957.6.

Agency Designated Representatives: Conal McNamara, City Manager
Ryan Hallett, Assistant City Manager
Steve Filarsky, Labor Attorney
Mike Matsumoto, Financial Consultant
Employee Organizations: La Palma General Employees Association
La Palma Police Association
La Palma Professional Employees Association
Unrepresented Employees: Executive Management

CS-2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
(Pursuant to Government Code section 54956.9(d)(2), (e)(2))

1 case – Proposed AT&T Tower at 8415 Meadowlark

Mayor Waldman recessed to Closed Session at 5:32 p.m.

Mayor Waldman adjourned Closed Session at 6:23 p.m.

OPEN SESSION TO BEGIN AT 6:30PM

Mayor Waldman reconvened the City Council in Open Session at 6:31 p.m. and asked for a report out of Closed Session.

City Attorney Thind reported that there were no reportable actions out of Closed Session.

PLEDGE OF ALLEGIANCE: Council Member Conklin

INVOCATION: Pastor Steve Bland, La Palma Christian Center

ROLL CALL: Council Members

Council Members present: Council Member Baker, Council Member Conklin,
Council Member V. Patel, Mayor Pro Tem N. Patel,
and Mayor Waldman

Council Members absent: None

City Officials present: Conal McNamara, City Manager
Ajit Thind, City Attorney
Joseph Cisneros, Deputy City Manager
Belinda Deines, Community Development Manager
Joe Guerrero, Police Chief
Kimberly Kenney, City Clerk

PRESENTATIONS:

Mayor Pro Tem Patel presented a Proclamation to Orange County Fire Authority (OCFA) Captain Sobiesiak in Recognition of Orange County Fire Authority's Burn Awareness Week/

City Manager McNamara introduced Aliyar Yazdanshenas as the new City's new Engineer Technician in Public Works.

Howard Kummerman, Executive Director of Cypress College Foundation, gave a presentation on the 50th Annual Americana Awards recognizing Richard and Jean Daum as La Palma's Citizens of the Year.

ORAL COMMUNICATIONS

mma Diones, a La Palma resident, addressed the City Council regarding her opposition to her neighbor's Cypress trees that abut her backyard fence; that lack of regard by the owners, problems with squirrels, and potential fire hazard are concerns; and asked for the City Council's support in resolving the matter.

Mayor Pro Tem Nitesh Patel responded that the neighboring trees are on private property and asked if the City Council has any authority to get involved.

City Attorney Thind responded that this is a civil matter; that the City Council can issue a

nuisance abatement, but that property management issues are ultimately up to the property owner.

Mayor Pro Tem Patel added that Ms. Diones previously discussed her concerns with the City Council; that the only way the City can get involved is if the trees affect the public right-of-way; that maybe hiring an attorney is an option; that the City Council cannot take action on behalf of residents for civil matters; and that maybe a real estate agent can find the property owners.

Joanne Studebaker, a La Palma resident, addressed the City Council regarding a neighboring little league having a backstop next to her fence; her opposition to the nonstop noise from the players screams; that she's contacted Anaheim Unified School District and was told they have no jurisdiction; and asked the City Council for a resolution on this matter.

Mayor Waldman responded that this matter will be referred to Staff.

CONSENT CALENDAR

1. Waive the Reading of All Ordinances
Waive the reading of all Ordinances in their entirety and read by title only.
2. Approval of Council Minutes
Minutes of the January 14, 2025, Regular Meeting of the City Council.
3. Approval of Register of Demands
Adopt Resolution No. 2025-04 approving the Register of Demands for January 21, 2025, and February 4, 2025.
4. Second Quarter Operating Report, Fiscal Year 2024-25
Receive and file the Second Quarter Operating Report, Fiscal Year 2024-25.
5. Second Quarter Cash and Investment Report, Fiscal Year 2024-25
Receive and file the Second Quarter Cash and Investment Report, Fiscal Year 2024-25.
6. Pickleball Notice of Completion

Authorize Staff to file a Notice of Completion and Accept the Work with the Orange County Clerk and Recorder for the Central Park Pickleball Fencing and Striping Project.

7. Resolution approving the Sponsorship for 2025 Cypress College Foundation Americana wards, an Authorizing the Distribution of Tickets to Attend the Event.

Adopt Resolution No. 2025-05 approving Sponsorship of the 2025 Cypress College Foundation Americana Awards at the Benefactor Level and authorize the distribution of tickets to attend the event.

8. Resolution Approving the Admission of the City of La Palma into the Joint Powers Authority of the California Municipal Finance Authority regarding Casa La Palma Apartment at 7777 Valley View Street/

Adopt the Joint Exercise of Powers Agreement and adopt Resolution No. 2025-06 approving the admission of the City of La Palma into a Joint Exercise of Powers Agreement relating to the California Municipal Finance Authority (CMFA) for the purpose of promoting economic, cultural, and community development activities in the City, including the financing of projects by the CMFA.

9. Approval and Ratification of the Transition to the Cloud-Based ERP System

Approve and ratify the City Manager's transition to the cloud-based ERP system.

Mayor Pro Tem N. Patel made a motion to approve Consent Calendar Items 1 through

9. The motion was seconded by Council Member Baker and carried on the following vote:

AYES: Council Member Baker, Council Member Conklin,
Mayor Pro Tem Nitesh Patel, Council Member Vikesh
Patel, and Mayor Waldman

NOES: None

PUBLIC HEARINGS

None Scheduled.

REGULAR ITEMS

10. Department Restructuring and Overhire Authorizations

It is recommended that the City Council:

1. Adopt a Resolution updating the Salary Schedule and a Comprehensive Listing of Personnel Practices and Benefits for Management Employees to include a Public Works Manager and City Clerk/Executive Assistant positions, establish a new salary schedule for the City Clerk/Executive Assistant position, and rescind Resolution No. 2024-23;
2. Adopt a Resolution approving a Side Letter with the La Palma Professional Employees Association amending the Memorandum of Understanding (MOU) to add a Deputy City Clerk position at the proposed salary range, reclassify the City Clerk/Executive position to the Management Employees group, and retitle the Utilities/Maintenance Supervisor to Water Supervisor; and
3. Authorize the overhire of the Public Works Manager and City Clerk/Executive Assistant (or Deputy City Clerk/Executive Assistant) positions for a limited transition period to ensure continuity of operations.

City Manager McNamara gave the Staff Report.

Council Member Comments and Questions:

None.

Public Input:

No members of the public wished to speak.

Mayor Pro Tem N. Patel made a motion to:

1. Adopt Resolution No. 2025-06 updating the Salary Schedule and a Comprehensive Listing of Personnel Practices and Benefits for Management Employees to include a Public Works Manager and City Clerk/Executive Assistant positions, establish a new salary schedule for the City Clerk/Executive Assistant position, and rescind Resolution No. 2024-23;
2. Adopt Resolution No. 2025-07 approving a Side Letter with the La Palma Professional Employees Association amending the Memorandum of Understanding (MOU) to add a Deputy City Clerk position at the proposed salary range, reclassify the City Clerk/Executive position to the Management Employees group, and retitle the Utilities/Maintenance Supervisor to Water Supervisor; and

3. Authorize the overhire of the Public Works Manager and City Clerk/Executive Assistant (or Deputy City Clerk/Executive Assistant) positions for a limited transition period to ensure continuity of operations.

The motion was seconded by Council Member Baker and carried on the following vote:

AYES: Council Member Baker, Council Member Conklin, Mayor Pro Tem Nitesh Patel, Council Member Vikesh Patel, and Mayor Waldman

NOES: None

11. Council Member Request – Discuss and Approve the City of La Palma rejoining the Association of California Cities – Orange County (ACC-OC).

Recommendation that the City Council consider Council Member Baker's request and discuss the matter.

City Manager McNamara introduced the item and Council Member Baker gave a brief overview of her request.

Executive Director Kris Murray from the ACC-OC gave a presentation on their services and the value of membership with her agency.

Council Comments and Questions:

Discussion ensued by thanking Ms. Murray for her detailed presentation; the difference is between them and Cal Cities; that Cal Cities focuses on State issues and the ACC-OC works with them, but that the ACC-OC provides education and needs for Orange County Cities versus the State; that they provide guidance and education to OC Cities; how the ACC-OC works and implements the Advocacy Trip to Washington DC working with the federal government; that the legislative agenda goes through their Board of Directors for approval; whether the ACC-OC's talking points and position are the same as Cal Cities; that the ACC-OC often has a different position than Cal Cities as they are geared to addressing City matters and not State matters; that the ACC-OC works differently to move Orange County's concerns to the table; that when Cal Cities and the ACC-OC have issues and principles that both are interested in, they collaborate together; the ACC-OC's involvement in the Sober Living Task Force and role they play; that they don't regulate Sober Living facilities, but advocate on behalf of local Orange County municipalities protecting the residents in their neighborhoods; the ACC-OC's history starting in Mission Viejo

and how they have slowly reached other cities in Orange County; and the many events they sponsor including the Women in Leadership summit.

Public Input:

No members of the public wished to speak.

Mayor Pro Tem Nitesh Patel made a motion to approve the City of La Palma to rejoining the Association of California Cities – Orange County (ACC-OC). The motion was seconded by Council Member Baker and carried on the following vote:

AYES: Council Member Baker, Mayor Pro Tem N. Patel,
Council Member V. Patel, and Mayor Waldman

NOES: Council Member Conklin

COUNCIL MEMBER AB1234 REPORTS, REPORTS FROM CITY-AFFILIATED COMMITTEES, AND COUNCIL REMARKS

Council Member Baker attended the ACC-OC Newly Elected Council Member Orientation & Training; the Cal Cities Mayors and Council Members Academy Run of Show; the Orange County Mosquito and Vector Control District (OCMVCD) Board of Trustees Meeting; the Centralia School District's Open House; the Cal Cities Northern California Mayors and Council Members Academy; the Orange County Council of Governments (OCCOG) Board of Directors Meeting; the Cal Cities Community Services Policy Committee Meeting; a meeting with the Executive staff of ACC-OC; the Cal Cities Southern California Mayors and Council Members Academy; the annual Goal Setting/Strategic Planning Session; welcomed Aliyar Yazdanshenas on board; and congratulated Rick and Jean Daum for their recognition of being named La Palma's Citizens of the Year.

Council Member V. Patel attended the ACC-OC Newly Elected Council Member Orientation & Training; the Orange County Sanitation District (OC SAN) Board of Directors meeting; the Orange County Public Library Advisory Board (OC LAB) meeting; the annual Goal Setting/Strategic Planning Session; welcomed Aliyar Yazdanshenas on board; and congratulated Rick and Jean Daum for their recognition of being named La Palma's Citizens of the Year.

Council Member Conklin attended the annual Goal Setting/Strategic Planning Session; was appointed as a Federal Political Coordinator (FPC) for the National Association of

Realtors; thanked the public for allowing her to serve; announced that she stepped down as the President of the La Palma Chamber of Commerce and now serves as the Founder in an advisory role; and announced an upcoming Chamber mixer.

Mayor Pro Tem N. Patel attended the OCFA Budget and Finance Committee meeting; the Cypress College Foundation Board meeting; the OCFA Board of Directors Meeting; the John F. Kennedy High School Expo; the Boys and Girls Orange Coast Board meeting; the annual Goal Setting/Strategic Planning Session; the OCFA Human Resources Subcommittee where he was appointed Chairperson.

Mayor Waldman attended the annual Goal Setting/Strategic Planning Session.

CITY MANAGER REMARKS

City Manager McNamara had nothing to report.

CITY ATTORNEY REMARKS

City Attorney Thind had nothing to report.

ADJOURNMENT

Mayor Waldman adjourned the Regular Meeting of the City Council at 7:39 p.m.

Mark I. Waldman
Mayor

ATTEST:

Kimberly Kenney, CMC
City Clerk

City of La Palma

Agenda Item No. 3



MEETING DATE: March 4, 2025
TO: City Council
FROM: City Manager
SUBMITTED BY: Ryan Hallett, Assistant City Manager
AGENDA TITLE: Approval of Register of Demands

RECOMMENDED ACTION:

It is recommended that the City Council adopt a Resolution approving the Registers of Demands for February 18, 2025, and March 4, 2025.

SUMMARY:

The laws of the State of California governing General Law Cities and the La Palma Municipal Code provide that the City Council shall approve all payments made by the City.

A Register of Demands is provided at each City Council Meeting describing each payment made or to be made by the City during the specified period.

FISCAL IMPACT:

Sufficient funds are available to process all payments.

ATTACHMENTS:

1. Resolution

RESOLUTION NO. 2025-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LA PALMA APPROVING THE REGISTERS OF DEMANDS
FOR FEBRUARY 18, 2025, AND MARCH 4, 2025.**

WHEREAS, certain financial obligations are due and payable by the City of La Palma, a General Law City, as of February 18, 2025, and March 4, 2025; and

WHEREAS, the laws of the State of California governing General Law Cities and the Municipal Code of La Palma provide that the City Council of a General Law City shall approve all payments by said City from the various established funds of said City; and

WHEREAS, the City Manager and the City Council of the City of La Palma have ascertained that the following lists of obligations as submitted by the City of La Palma are paid or legally due and payable by the City.

NOW, THEREFORE, BE IT RESOLVED that the City Council of La Palma hereby approves the attached Registers of Demands dated February 18, 2025, and March 4, 2025, and incorporated herein by reference.

APPROVED AND ADOPTED by the City Council of the City of La Palma at a regular meeting held on the 4th day of March, 2025.

Mark I. Waldman
Mayor

ATTEST:

Kimberly Kenney, CMC
City Clerk

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS
CITY OF LA PALMA)

I, KIMBERLY KENNEY, City Clerk of the City of La Palma, California, DO
HEREBY CERTIFY that the foregoing resolution was adopted by the City Council of said
City at a regular meeting of said City Council held on the 4th day of March, 2025, and that
it was so adopted by called vote as follows:

AYES:

NOES:

Kimberly Kenney, CMC
City Clerk



City of La Palma

Warrant Register

By Vendor Name

Post Dates 2/5/2025 - 2/18/2025

Approval

Reviewed by

A handwritten signature in blue ink, appearing to read "Ryan Hallett", is written over a horizontal line.

Ryan Hallett - Assistant City Manager

A handwritten signature in blue ink, appearing to read "Conal", is written over a horizontal line.

Conal McNamara - City Manager

Warrant Register

Post Dates: 2/5/2025 - 2/18/2025

Payment Date	Payment Number	Vendor Name	Description (Item)	Amount
Vendor: 01013 - A S C A P				
02/18/2025	APA002237	A S C A P	2025 MUSIC LICENSE FEE/REC	445.00
Vendor 01013 - A S C A P Total:				445.00
Vendor: 01024 - ABLE BUILDING MAINTENANCE CO				
02/18/2025	APA002238	ABLE BUILDING MAINTENANC...	JAN'25 JANITORIAL SERVICES/CY	172.23
02/18/2025	APA002238	ABLE BUILDING MAINTENANC...	JAN'25 JANITORIAL SERVICES/CH	1,138.83
02/18/2025	APA002238	ABLE BUILDING MAINTENANC...	JAN'25 JANITORIAL SERVICES/PD	1,827.13
02/18/2025	APA002238	ABLE BUILDING MAINTENANC...	JAN'25 JANITORIAL SERVICES/REC	3,861.05
Vendor 01024 - ABLE BUILDING MAINTENANCE CO Total:				6,999.24
Vendor: 01037 - ADMIRAL PEST CONTROL INC				
02/18/2025	APA002239	ADMIRAL PEST CONTROL INC	1/24 PEST CONTROL/CY	192.00
02/18/2025	APA002239	ADMIRAL PEST CONTROL INC	1/24 PEST CONTROL/5410 LAPALMA	58.00
02/18/2025	APA002239	ADMIRAL PEST CONTROL INC	1/24 PEST CONTROL/CH&PD	181.00
02/18/2025	APA002239	ADMIRAL PEST CONTROL INC	1/24 PEST CONTROL/WW	115.00
02/18/2025	APA002239	ADMIRAL PEST CONTROL INC	1/24 PEST CONTROL/CP	167.00
02/18/2025	APA002239	ADMIRAL PEST CONTROL INC	1/24 PEST CONTROL/EROW	214.00
Vendor 01037 - ADMIRAL PEST CONTROL INC Total:				927.00
Vendor: 01064 - ALL CITY MANAGEMENT SVC INC				
02/18/2025	APA002240	ALL CITY MANAGEMENT SVC I...	1/5-1/18 CROSSING GUARD SVC/PD	5,966.75
Vendor 01064 - ALL CITY MANAGEMENT SVC INC Total:				5,966.75
Vendor: 05695 - ANGEL AN				
02/18/2025	APA002242	ANGEL AN	11/2-2/1 KOREAN DANCE	1,404.00
02/18/2025	APA002242	ANGEL AN	1/11-2/1 KOREAN DANCE	65.00
Vendor 05695 - ANGEL AN Total:				1,469.00
Vendor: 01153 - ASSOCIATION OF CA CITIES -				
02/18/2025	APA002243	ASSOCIATION OF CA CITIES -	2025 ACCOC DUES	6,365.04
Vendor 01153 - ASSOCIATION OF CA CITIES - Total:				6,365.04
Vendor: 01015 - AT&T				
02/18/2025	39806	AT&T	2/1#995-1569 WALKER ST SYNCH - BAN 9391033976	31.53
02/18/2025	39806	AT&T	2/4#523-4309 EOC LINES/PD-BAN 9391033970	241.36
02/18/2025	39806	AT&T	2/4#523-7351FAX/PD-BAN 9391033971	32.93
Vendor 01015 - AT&T Total:				305.82
Vendor: 01251 - C D W GOVERNMENT INC				
02/18/2025	APA002244	C D W GOVERNMENT INC	(1) OFFICE PRINTER&SCANNER/CLERK	462.97
Vendor 01251 - C D W GOVERNMENT INC Total:				462.97
Vendor: 04615 - CA AUTO AND BRAKE INC				
02/18/2025	APA002245	CA AUTO AND BRAKE INC	1/28 VEH RPRS/LP-10	1,075.12
Vendor 04615 - CA AUTO AND BRAKE INC Total:				1,075.12
Vendor: 05610 - CAMILLE VALLEY				
02/18/2025	APA002285	CAMILLE VALLEY	1/6-1/27 BALLET & TAP	273.00
02/18/2025	APA002285	CAMILLE VALLEY	1/6-1/27 JAZZ	39.00
Vendor 05610 - CAMILLE VALLEY Total:				312.00
Vendor: 05770 - CAROLINE HIRAI				
02/18/2025	APA002246	CAROLINE HIRAI	1/25 COMM CTR DEPOSIT RFD	200.00
Vendor 05770 - CAROLINE HIRAI Total:				200.00
Vendor: 05652 - CASC ENGINEERING AND CONSULTING INC				
		CASC ENGINEERING AND CON...	OCT'24 CITY ENGR SVCS/FOG	-718.50
		CASC ENGINEERING AND CON...	OCT'24 CITY ENGR SVCS/NPDES	-2,675.50

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		CASC ENGINEERING AND CON...	OCT'24 CITY ENGR SVCS/NPDES	-85,581.50
		CASC ENGINEERING AND CON...	NOV'24 CITY ENGR SVCS/FOG	-650.50
		CASC ENGINEERING AND CON...	NOV'24 CITY ENGR SVCS/NPDES	-652.00
02/18/2025	APA002247	CASC ENGINEERING AND CON...	OCT'24 CITY ENGR SVCS/FOG	718.50
02/18/2025	APA002247	CASC ENGINEERING AND CON...	OCT'24 CITY ENGR SVCS/NPDES	2,675.50
02/18/2025	APA002247	CASC ENGINEERING AND CON...	NOV'24 CITY ENGR SVCS/FOG	650.50
02/18/2025	APA002247	CASC ENGINEERING AND CON...	NOV'24 CITY ENGR SVCS/NPDES	652.00
Vendor 05652 - CASC ENGINEERING AND CONSULTING INC Total:				-85,581.50
Vendor: 05081 - CATHERINE ROCHA VELEZ				
02/18/2025	APA002275	CATHERINE ROCHA VELEZ	1/9-2/6 ZUMBA	29.25
02/18/2025	APA002275	CATHERINE ROCHA VELEZ	11/14-2/6 ZUMBA	500.50
02/18/2025	APA002275	CATHERINE ROCHA VELEZ	11/10-2/2 BALLET BARRE	143.00
Vendor 05081 - CATHERINE ROCHA VELEZ Total:				672.75
Vendor: 05762 - CHERYL ROUGH				
02/18/2025	APA002249	CHERYL ROUGH	12939 PICKLEBALL RFD	89.00
Vendor 05762 - CHERYL ROUGH Total:				89.00
Vendor: 05771 - CHRISTOPHER ONG				
02/18/2025	APA002250	CHRISTOPHER ONG	2/1 COMM CTR DEPOSIT RFD	300.00
Vendor 05771 - CHRISTOPHER ONG Total:				300.00
Vendor: 03604 - CINTAS CORPORATION				
02/18/2025	APA002251	CINTAS CORPORATION	1/23 UNIFORM SVC/PW	49.35
02/18/2025	APA002251	CINTAS CORPORATION	1/23 UNIFORM SVC/PW	49.35
02/18/2025	APA002251	CINTAS CORPORATION	1/23 UNIFORM SVC/PW	65.80
02/18/2025	APA002251	CINTAS CORPORATION	1/30 MAT RENTAL/REC	150.93
02/18/2025	APA002251	CINTAS CORPORATION	1/30 UNIFORM SVC/PW	51.35
02/18/2025	APA002251	CINTAS CORPORATION	1/30 UNIFORM SVC/PW	51.35
02/18/2025	APA002251	CINTAS CORPORATION	1/30 UNIFORM SVC/PW	64.63
Vendor 03604 - CINTAS CORPORATION Total:				482.76
Vendor: 03283 - CITY NATIONAL BANK				
02/10/2025	DFT0009652	CITY NATIONAL BANK	3/24-3/25 PIO TRNG/(6)PD	499.00
02/10/2025	DFT0009652	CITY NATIONAL BANK	1/22 OFFICE SUPPLIES/PD	6.45
02/10/2025	DFT0009652	CITY NATIONAL BANK	1/22 OFFICE SUPPLIES/PD	29.04
02/10/2025	DFT0009652	CITY NATIONAL BANK	1/22 OFFICE SUPPLIES/PD	121.15
02/10/2025	DFT0009652	CITY NATIONAL BANK	1/9 OFFICE SUPPLIES/PD	440.31
02/10/2025	DFT0009652	CITY NATIONAL BANK	1/8 OFFICE SUPPLIES/PD	54.35
02/10/2025	DFT0009652	CITY NATIONAL BANK	1/22 OFFICE SUPPLIES/PD	19.92
02/10/2025	DFT0009652	CITY NATIONAL BANK	1/7 OFFICE SUPPLIES/PD	63.30
02/10/2025	DFT0009652	CITY NATIONAL BANK	1/22 RPL (4)TIRES/#749	1,572.41
02/10/2025	DFT0009652	CITY NATIONAL BANK	1/22 VEH MAINT SUPPLIES/PD	75.65
02/10/2025	DFT0009652	CITY NATIONAL BANK	1/22 VEH MAINT SUPPLIES/PD	30.67
02/10/2025	DFT0009652	CITY NATIONAL BANK	1/22 SUPPLIES/PD	283.89
02/10/2025	DFT0009652	CITY NATIONAL BANK	1/6 EMPL RECOG SUPPLIES/PD	111.90
02/10/2025	DFT0009652	CITY NATIONAL BANK	3/24-3/25 PIO TRNG/(6)PD	499.00
02/10/2025	DFT0009652	CITY NATIONAL BANK	3/24-3/25 PIO TRNG/(6)PD	998.00
02/10/2025	DFT0009652	CITY NATIONAL BANK	1/13-1/17 TRAFFIC COLLISION INT TRNG/PD	893.92
02/10/2025	DFT0009652	CITY NATIONAL BANK	1/9 (50)LPPD SGT CHEVRON PATCHES/PD	236.91
02/10/2025	DFT0009652	CITY NATIONAL BANK	3/24-3/25 PIO TRNG/(6)PD	499.00
02/10/2025	DFT0009652	CITY NATIONAL BANK	2025 NENA DUES/PD CPT	152.00
02/10/2025	DFT0009652	CITY NATIONAL BANK	1/9 SUPPLIES/PD	1,155.53
02/10/2025	DFT0009652	CITY NATIONAL BANK	1/15 EXPLORER SUPPLIES/PD	120.00
02/10/2025	DFT0009652	CITY NATIONAL BANK	1/7 EXPLORER SUPPLIES/PD	189.87
02/10/2025	DFT0009652	CITY NATIONAL BANK	1/16 SUPPLIES/PD	21.95
02/10/2025	DFT0009652	CITY NATIONAL BANK	1/6 CAPE DUES/PD CIV INVEST	60.00
02/10/2025	DFT0009652	CITY NATIONAL BANK	3/24-3/25 PIO TRNG/(6)PD	499.00
02/10/2025	DFT0009652	CITY NATIONAL BANK	1/13 SUPPLIES/PD	10.00

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02/10/2025	DFT0009652	CITY NATIONAL BANK	1/9 DRONE ACCS/PD	839.36
02/10/2025	DFT0009652	CITY NATIONAL BANK	1/9 SUPPLIES/PD	496.28
02/10/2025	DFT0009653	CITY NATIONAL BANK	1/30 TrainHRLearning OnlineClass	145.00
02/10/2025	DFT0009653	CITY NATIONAL BANK	11/21-12/20 UAS DATA PLAN/PD	30.71
02/10/2025	DFT0009653	CITY NATIONAL BANK	1/24 APPLE MOBILE DEVICE MGMT PLAN/PD	62.99
02/10/2025	DFT0009653	CITY NATIONAL BANK	1/27 AMZ Yealink Phone Wall Mount Bracket/(5)CY	79.15
02/10/2025	DFT0009653	CITY NATIONAL BANK	2/10 IPAD EXCEL WTR MTR READS APP/WTR	4.99
02/10/2025	DFT0009653	CITY NATIONAL BANK	2/10 IPAD EXCEL WTR MTR READS APP/WTR	4.99
02/10/2025	DFT0009653	CITY NATIONAL BANK	FEB'25 KORE TELEMATICS SVC/WW	514.25
02/10/2025	DFT0009654	CITY NATIONAL BANK	1/13 PDAOC PLANNING FORUM/PM	330.00
02/10/2025	DFT0009655	CITY NATIONAL BANK	1/21 SUPPLIES/PW	8.53
02/10/2025	DFT0009655	CITY NATIONAL BANK	1/13 ICMA DUES/CSD	200.00
02/10/2025	DFT0009655	CITY NATIONAL BANK	1/10 OFFICE SUPPLIES/CS	50.55
02/10/2025	DFT0009655	CITY NATIONAL BANK	1/15 OFFICE SUPPLIES/REC	83.59
02/10/2025	DFT0009655	CITY NATIONAL BANK	2/8 CPRS TRNG/(1)REC	8.00
02/10/2025	DFT0009655	CITY NATIONAL BANK	1/27 TRNG SUPPLIES/REC	12.48
02/10/2025	DFT0009655	CITY NATIONAL BANK	2/8 CPRS TRNG/(2)REC	16.00
02/10/2025	DFT0009655	CITY NATIONAL BANK	1/15 SUPPLIES/TT	105.37
02/10/2025	DFT0009655	CITY NATIONAL BANK	1/10 SUPPLIES/TT	110.90
02/10/2025	DFT0009655	CITY NATIONAL BANK	1/6 SUPPLIES/INSPOTEEN	5.49
02/10/2025	DFT0009655	CITY NATIONAL BANK	1/6 SUPPLIES/INSPOTEEN	70.92
02/10/2025	DFT0009655	CITY NATIONAL BANK	1/27 SUPPLIES/INSPOTEEN	43.49
02/10/2025	DFT0009655	CITY NATIONAL BANK	1/7 SUPPLIES/INSPOTEEN	16.56
02/10/2025	DFT0009655	CITY NATIONAL BANK	1/6 SUPPLIES/INSPOTEEN	16.30
02/10/2025	DFT0009655	CITY NATIONAL BANK	1/6 SUPPLIES/INSPOTEEN	16.30
02/10/2025	DFT0009655	CITY NATIONAL BANK	1/27 SUPPLIES/INSPOTEEN	11.07
02/10/2025	DFT0009655	CITY NATIONAL BANK	1/6 RET'D SUPPLIES/INSPOTEEN	-4.83
02/10/2025	DFT0009655	CITY NATIONAL BANK	1/21 SUPPLIES/INSPOTEEN	83.74
02/10/2025	DFT0009655	CITY NATIONAL BANK	1/22 GAS LEAK TESTING/CC	462.77
02/10/2025	DFT0009656	CITY NATIONAL BANK	1/15 MTG SUPPLIES/GG	13.81
02/10/2025	DFT0009656	CITY NATIONAL BANK	1/14 MTG SUPPLIES/GG	153.57
02/10/2025	DFT0009656	CITY NATIONAL BANK	1/10 SUPPLIES/GG	70.70
02/10/2025	DFT0009656	CITY NATIONAL BANK	1/13 SUPPLIES/GG	28.25
02/10/2025	DFT0009656	CITY NATIONAL BANK	1/13 SUPPLIES/GG	247.92
02/10/2025	DFT0009656	CITY NATIONAL BANK	1/9 MTG SUPPLIES/CM	127.00
02/10/2025	DFT0009656	CITY NATIONAL BANK	1/21 CERT MAIL/GG	32.43
02/10/2025	DFT0009656	CITY NATIONAL BANK	1/23 CLERK SUPPLIES/GG	70.59
02/10/2025	DFT0009656	CITY NATIONAL BANK	1/23 RET'D CLERK SUPPLIES/GG	-152.00
02/10/2025	DFT0009656	CITY NATIONAL BANK	1/13 CLERK SUPPLIES/GG	152.00
02/10/2025	DFT0009661	CITY NATIONAL BANK	1/12 Supplies/FIN	90.88
02/10/2025	DFT0009661	CITY NATIONAL BANK	1/27 Supplies/Rec	32.61
02/10/2025	DFT0009661	CITY NATIONAL BANK	4/25-28 Canopy Rentals/FON	1,770.55
02/10/2025	DFT0009661	CITY NATIONAL BANK	1/20 Supplies/TT	45.29
02/10/2025	DFT0009661	CITY NATIONAL BANK	1/27 Supplies/TT	8.15
02/10/2025	DFT0009661	CITY NATIONAL BANK	1/17 Supplies/TT	26.07
02/10/2025	DFT0009661	CITY NATIONAL BANK	1/28 Supplies/TT	24.55
02/10/2025	DFT0009661	CITY NATIONAL BANK	2/19 CWEA Training/PW	65.00
Vendor 03283 - CITY NATIONAL BANK Total:				15,275.54

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Vendor: 01345 - CITY OF BUENA PARK				
02/18/2025	39807	CITY OF BUENA PARK	OCT'24-DEC'2 FIRING RANGE/PD	637.50
Vendor 01345 - CITY OF BUENA PARK Total:				637.50
Vendor: 01356 - CITY OF LA PALMA FLEXIBLE				
02/06/2025	39803	CITY OF LA PALMA FLEXIBLE	Flexible Spending Contributions - Medical	171.15
Vendor 01356 - CITY OF LA PALMA FLEXIBLE Total:				171.15
Vendor: 01357 - CITY OF LA PALMA PETTY CASH				
02/18/2025	39810	CITY OF LA PALMA PETTY CASH	10/10 SUPPLIES/HALLOWEEN	33.84
02/18/2025	39810	CITY OF LA PALMA PETTY CASH	10/10 SUPPLIES/HALLOWEEN	19.21
02/18/2025	39810	CITY OF LA PALMA PETTY CASH	10/15 SUPPLIES/REC	6.62
02/18/2025	39810	CITY OF LA PALMA PETTY CASH	10/21 SUPPLIES/HALLOWEEN	19.27
02/18/2025	39810	CITY OF LA PALMA PETTY CASH	10/23 SUPPLIES/HALLOWEEN	14.33
02/18/2025	39810	CITY OF LA PALMA PETTY CASH	10/29 SUPPLIES/TT	5.28
02/18/2025	39810	CITY OF LA PALMA PETTY CASH	11/8 SUPPLIES/TT	51.69
02/18/2025	39810	CITY OF LA PALMA PETTY CASH	11/9 SUPPLIES/TT	14.20
02/18/2025	39810	CITY OF LA PALMA PETTY CASH	12/1 SUPPLIES/REC	71.08
02/18/2025	39810	CITY OF LA PALMA PETTY CASH	12/18 SUPPLIES/REC	41.62
02/18/2025	39810	CITY OF LA PALMA PETTY CASH	1/6 SUPPLIES/PW	73.85
02/18/2025	39810	CITY OF LA PALMA PETTY CASH	2/3 GOAL SETTING SUPPLIES/GG	21.95
02/18/2025	39810	CITY OF LA PALMA PETTY CASH	1/6 MTG SUPPLIES/PD	69.92
02/18/2025	39810	CITY OF LA PALMA PETTY CASH	1/7 FUEL/#738	50.00
02/18/2025	39810	CITY OF LA PALMA PETTY CASH	1/13 MTG SUPPLIES/PD	19.50
02/18/2025	39810	CITY OF LA PALMA PETTY CASH	1/13 SUPPLIES/GG	28.25
Vendor 01357 - CITY OF LA PALMA PETTY CASH Total:				540.61
Vendor: 04769 - CONAL MCNAMARA				
02/18/2025	2246	CONAL MCNAMARA	2/5-7 LOCC CM CONF/CM	934.26
Vendor 04769 - CONAL MCNAMARA Total:				934.26
Vendor: 02267 - COUNTY OF ORANGE - SHERIFF'S DEPT				
02/18/2025	39808	COUNTY OF ORANGE - SHERIF...	2/24-3/7 SUPV COURSE/PD	465.00
Vendor 02267 - COUNTY OF ORANGE - SHERIFF'S DEPT Total:				465.00
Vendor: 01395 - COUNTY OF ORANGE				
02/18/2025	39813	COUNTY OF ORANGE	OCT'24 PARKIN...	761.00
02/18/2025	39813	COUNTY OF ORANGE	JAN'25 OCATS/CLETS PHONE SVC/PD	1,104.51
02/18/2025	39813	COUNTY OF ORANGE	JAN'25 AFIS FEE/PD	458.00
Vendor 01395 - COUNTY OF ORANGE Total:				2,323.51
Vendor: 04388 - CROSSTOWN ELECTRICAL & DATA INC				
02/18/2025	APA002252	CROSSTOWN ELECTRICAL & D...	JAN'25 SIGNAL MAINT/PW	1,260.00
Vendor 04388 - CROSSTOWN ELECTRICAL & DATA INC Total:				1,260.00
Vendor: 01424 - CYPRESS COLLEGE FOUNDATION				
02/18/2025	39809	CYPRESS COLLEGE FOUNDATI...	3/15 AMERICANA TABLE	4,000.00
Vendor 01424 - CYPRESS COLLEGE FOUNDATION Total:				4,000.00
Vendor: 02815 - DANITA HERNANDEZ				
02/18/2025	2245	DANITA HERNANDEZ	2/12 Vision CLM	169.00
Vendor 02815 - DANITA HERNANDEZ Total:				169.00
Vendor: 04768 - DEBORAH BAKER				
02/18/2025	2243	DEBORAH BAKER	1/15 ACCOC MYRS&CCMBR TRNG/CCMBR	25.00
02/18/2025	2243	DEBORAH BAKER	1/21-24 LOCC MYR&CCMBR ACADEMY/CCMBR	446.16
Vendor 04768 - DEBORAH BAKER Total:				471.16
Vendor: 01611 - FEDERAL EXPRESS CORPORATION				
02/18/2025	APA002253	FEDERAL EXPRESS CORPORAT...	12/16 PRIORITY MAIL/PD	29.60

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02/18/2025	APA002253	FEDERAL EXPRESS CORPORAT...	1/10 PRIORITY MAIL/PD	36.51
Vendor 01611 - FEDERAL EXPRESS CORPORATION Total:				66.11
Vendor: 05071 - FLEETCOR TECHNOLOGIES INC - ARCO				
02/05/2025	DFT0009635	FLEETCOR TECHNOLOGIES INC...	2/3 GASOLINE/PD	49.64
02/05/2025	DFT0009635	FLEETCOR TECHNOLOGIES INC...	2/3 GASOLINE/PW	299.38
02/05/2025	DFT0009635	FLEETCOR TECHNOLOGIES INC...	2/3 GASOLINE/WTR	290.06
Vendor 05071 - FLEETCOR TECHNOLOGIES INC - ARCO Total:				639.08
Vendor: 01631 - FRANCHISE TAX BOARD				
02/06/2025	DFT0009607	FRANCHISE TAX BOARD	State Tax Withholding	21.06
02/06/2025	DFT0009613	FRANCHISE TAX BOARD	State Tax Withholding	24.02
02/06/2025	DFT0009650	FRANCHISE TAX BOARD	State Tax Withholding	11,499.77
Vendor 01631 - FRANCHISE TAX BOARD Total:				11,544.85
Vendor: 04276 - G M T				
02/18/2025	APA002254	G M T	1/30 NEW PHONE DATA DROP/TT	1,015.00
Vendor 04276 - G M T Total:				1,015.00
Vendor: 01679 - GOVERNMENTAL FINANCIAL SVCS				
02/18/2025	2244	GOVERNMENTAL FINANCIAL ...	JAN'25 ACCOUNTING SVCS/FIN	4,991.25
02/18/2025	2244	GOVERNMENTAL FINANCIAL ...	JAN'25 ACCOUNTING SVCS/FIN	3,176.25
02/18/2025	2244	GOVERNMENTAL FINANCIAL ...	JAN'25 ACCOUNTING SVCS/FIN	4,620.00
02/18/2025	2244	GOVERNMENTAL FINANCIAL ...	JAN'25 ACCOUNTING SVCS/FIN	907.50
Vendor 01679 - GOVERNMENTAL FINANCIAL SVCS Total:				13,695.00
Vendor: 05303 - HEALTH AND HUMAN RESOURCES CENTER INC				
02/18/2025	APA002255	HEALTH AND HUMAN RESOU...	MAR'25 EAP	129.60
Vendor 05303 - HEALTH AND HUMAN RESOURCES CENTER INC Total:				129.60
Vendor: 02642 - HOME DEPOT				
02/18/2025	APA002256	HOME DEPOT	1/30 SUPPLIES/PW	67.76
02/18/2025	APA002256	HOME DEPOT	1/30 SUPPLIES/PW	113.81
02/18/2025	APA002256	HOME DEPOT	1/29 PATROL SUPPLIES/PD	15.35
02/18/2025	APA002256	HOME DEPOT	1/28 VEH MAINT SUPPLIES/PD	21.39
02/18/2025	APA002256	HOME DEPOT	1/23 SUPPLIES/PW	80.70
Vendor 02642 - HOME DEPOT Total:				299.01
Vendor: 05649 - INFINITY TECHNOLOGIES				
02/18/2025	APA002257	INFINITY TECHNOLOGIES	Infinity Technologies - Special Projects	11,905.00
Vendor 05649 - INFINITY TECHNOLOGIES Total:				11,905.00
Vendor: 01764 - INTERNAL REVENUE SERVICE				
02/06/2025	DFT0009606	INTERNAL REVENUE SERVICE	Federal Tax Withholding	61.75
02/06/2025	DFT0009608	INTERNAL REVENUE SERVICE	Medicare	9.52
02/06/2025	DFT0009612	INTERNAL REVENUE SERVICE	Federal Tax Withholding	44.31
02/06/2025	DFT0009614	INTERNAL REVENUE SERVICE	Medicare	9.94
02/06/2025	DFT0009618	INTERNAL REVENUE SERVICE	Federal Tax Withholding	2.95
02/06/2025	DFT0009623	INTERNAL REVENUE SERVICE	Medicare	1.28
02/06/2025	DFT0009649	INTERNAL REVENUE SERVICE	Federal Tax Withholding	30,710.29
02/06/2025	DFT0009651	INTERNAL REVENUE SERVICE	Medicare	7,317.22
Vendor 01764 - INTERNAL REVENUE SERVICE Total:				38,157.26
Vendor: 01775 - IRON MOUNTAIN				
02/18/2025	APA002258	IRON MOUNTAIN	FEB'25 RECORDS STORAGE	300.17
Vendor 01775 - IRON MOUNTAIN Total:				300.17
Vendor: 01801 - JHM SUPPLY INC				
02/18/2025	APA002259	JHM SUPPLY INC	1/21 IRRIGATION SUPPLIES/WTR	18.01
02/18/2025	APA002259	JHM SUPPLY INC	1/21 IRRIGATION SUPPLIES/BARBI	109.76
02/18/2025	APA002259	JHM SUPPLY INC	1/30 IRRIGATION SUPPLIES/HOUSTON MEDIAN	216.50
Vendor 01801 - JHM SUPPLY INC Total:				344.27

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Vendor: 05331 - KIDZ TALENT ACADEMY				
02/18/2025	APA002260	KIDZ TALENT ACADEMY	1/7-1/28 GYMNASTICS & TUMBLING	93.60
02/18/2025	APA002260	KIDZ TALENT ACADEMY	1/7-1/28 BASKETBALL SKILL & DRILLS	102.70
Vendor 05331 - KIDZ TALENT ACADEMY Total:				196.30
Vendor: 05694 - L N CURTIS & SONS				
02/18/2025	APA002261	L N CURTIS & SONS	1/17 UNIFORM/PD (NEW OFCR)	500.00
02/18/2025	APA002261	L N CURTIS & SONS	1/23 TASER SUPPLIES/PD	216.45
02/18/2025	APA002261	L N CURTIS & SONS	1/28 UNIFORM/PD (NEW OFCR)	493.85
02/18/2025	APA002261	L N CURTIS & SONS	1/29 UNIFORM/PD	360.23
02/18/2025	APA002261	L N CURTIS & SONS	1/31 UNIFORM/PD (NEW DSPTCHR)	114.20
Vendor 05694 - L N CURTIS & SONS Total:				1,684.73
Vendor: 01975 - L P G E A				
02/06/2025	39802	L P G E A	LPGEA Dues Withheld	198.00
Vendor 01975 - L P G E A Total:				198.00
Vendor: 01980 - LA PALMA CAR WASH				
02/18/2025	APA002262	LA PALMA CAR WASH	12/2-1/2 CAR WASH/PD & CE	788.00
02/18/2025	APA002262	LA PALMA CAR WASH	12/2-1/2 CAR WASH/PD & CE	16.00
Vendor 01980 - LA PALMA CAR WASH Total:				804.00
Vendor: 01981 - LA PALMA CHESS CLUB				
02/18/2025	APA002263	LA PALMA CHESS CLUB	11/8-1/31 CHESS	1,175.00
Vendor 01981 - LA PALMA CHESS CLUB Total:				1,175.00
Vendor: 01988 - LA PALMA POLICE ASSN				
02/06/2025	39804	LA PALMA POLICE ASSN	LPPA Dues Withheld	1,367.96
Vendor 01988 - LA PALMA POLICE ASSN Total:				1,367.96
Vendor: 02003 - LEAGUE OF CA CITIES				
02/18/2025	39811	LEAGUE OF CA CITIES	2025 LEAGUE DUES	300.00
Vendor 02003 - LEAGUE OF CA CITIES Total:				300.00
Vendor: 04657 - LISA AMSELL				
02/18/2025	APA002241	LISA AMSELL	1/4-1/25 MARTIAL ARTS	65.00
02/18/2025	APA002241	LISA AMSELL	11/2-1/25 MARTIAL ARTS	1,092.00
02/18/2025	APA002241	LISA AMSELL	11/2-1/25 MARTIAL ARTS	1,433.25
Vendor 04657 - LISA AMSELL Total:				2,590.25
Vendor: 01976 - LPPEA				
02/06/2025	39805	LPPEA	LPPEA Dues Withheld	75.00
Vendor 01976 - LPPEA Total:				75.00
Vendor: 05298 - MARINA GRAPHIC CENTER INC				
02/18/2025	APA002264	MARINA GRAPHIC CENTER INC	(10)COUNCIL CALENDARS/GG	689.48
Vendor 05298 - MARINA GRAPHIC CENTER INC Total:				689.48
Vendor: 02183 - MINUTEMAN PRESS				
02/18/2025	APA002266	MINUTEMAN PRESS	1/23 (300)FORM 236 POST CARDS/PD	169.78
Vendor 02183 - MINUTEMAN PRESS Total:				169.78
Vendor: 01752 - MISSION SQUARE - PLAN 302549				
02/06/2025	APA002235	MISSION SQUARE - PLAN 302...	Deferred Comp	1,192.30
02/06/2025	APA002235	MISSION SQUARE - PLAN 302...	Deferred Comp	2,294.23
02/06/2025	APA002235	MISSION SQUARE - PLAN 302...	Deferred Comp	2,559.11
Vendor 01752 - MISSION SQUARE - PLAN 302549 Total:				6,045.64
Vendor: 02202 - MUR CAL INC				
02/18/2025	APA002267	MUR CAL INC	10/24 EQUIP REPAIR/WTR	158.40
Vendor 02202 - MUR CAL INC Total:				158.40

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Post Dates: 2/5/2025 - 2/18/2025

Payment Date	Payment Number	Vendor Name	Description (Item)	Amount
Vendor: 02228 - NEXT DAY SIGNS				
02/18/2025	APA002268	NEXT DAY SIGNS	1/21 VEHICLE GRAPHICS/#757 #758 #759	832.73
Vendor 02228 - NEXT DAY SIGNS Total:				832.73
Vendor: 02248 - OCCUPATIONAL HEALTH CENTERS OF CA				
02/18/2025	APA002270	OCCUPATIONAL HEALTH CEN...	11/23 EMPL PHYS/(1)PW FT	658.00
02/18/2025	APA002270	OCCUPATIONAL HEALTH CEN...	11/22 EMPL PHYS/(1)PD VOL	138.00
02/18/2025	APA002270	OCCUPATIONAL HEALTH CEN...	1/7 EMP PHYS/(1) PD FT	703.00
02/18/2025	APA002270	OCCUPATIONAL HEALTH CEN...	1/23 EMP PHYS/(1)PD FT	703.00
Vendor 02248 - OCCUPATIONAL HEALTH CENTERS OF CA Total:				2,202.00
Vendor: 02270 - ORANGE COUNTY WATER DISTRICT				
02/18/2025	39812	ORANGE COUNTY WATER DIS...	JUL-DEC'24 WTR PRODUCTION/WW	258,894.40
02/18/2025	39812	ORANGE COUNTY WATER DIS...	JUL-DEC'24 WTR PRODUCTION/CY	351,774.40
Vendor 02270 - ORANGE COUNTY WATER DISTRICT Total:				610,668.80
Vendor: 02290 - PACIFIC TELEMAGEMENT SVCS				
02/18/2025	APA002271	PACIFIC TELEMAGEMENT S...	2/1#739-9864 PAYPHONE/PD	78.00
Vendor 02290 - PACIFIC TELEMAGEMENT SVCS Total:				78.00
Vendor: 02277 - PARS				
02/18/2025	APA002272	PARS	Dec '24 PARS ADM SVCS	405.34
Vendor 02277 - PARS Total:				405.34
Vendor: 02279 - PERS RETIREMENT				
02/06/2025	DFT0009603	PERS RETIREMENT	CalPERS Employee Contribution	24.38
02/06/2025	DFT0009604	PERS RETIREMENT	CalPERS Employer Contribution	24.31
02/06/2025	DFT0009609	PERS RETIREMENT	CalPERS Employee Contribution	26.56
02/06/2025	DFT0009610	PERS RETIREMENT	CalPERS Employer Contribution	26.98
02/06/2025	DFT0009615	PERS RETIREMENT	CalPERS Employee Contribution	-208.71
02/06/2025	DFT0009616	PERS RETIREMENT	CalPERS Employer Contribution	-208.20
02/06/2025	DFT0009617	PERS RETIREMENT	Employee Survivor Contribution Amount	-9.30
02/06/2025	DFT0009636	PERS RETIREMENT	CalPERS Employee Contribution	1,948.07
02/06/2025	DFT0009637	PERS RETIREMENT	CalPERS Employer Contribution	3,901.01
02/06/2025	DFT0009638	PERS RETIREMENT	CalPERS Employee Contribution	1,477.30
02/06/2025	DFT0009639	PERS RETIREMENT	CalPERS Employer Contribution	2,142.10
02/06/2025	DFT0009640	PERS RETIREMENT	CalPERS Employee Contribution	3,630.45
02/06/2025	DFT0009641	PERS RETIREMENT	CalPERS Employer Contribution	3,686.69
02/06/2025	DFT0009642	PERS RETIREMENT	CalPERS Employee Contribution	1,766.69
02/06/2025	DFT0009643	PERS RETIREMENT	CalPERS Employer Contribution	6,613.29
02/06/2025	DFT0009644	PERS RETIREMENT	CalPERS Employee Contribution	416.83
02/06/2025	DFT0009645	PERS RETIREMENT	CalPERS Employer Contribution	1,077.20
02/06/2025	DFT0009646	PERS RETIREMENT	CalPERS Employee Contribution	8,339.00
02/06/2025	DFT0009647	PERS RETIREMENT	CalPERS Employer Contribution	7,973.04
02/06/2025	DFT0009648	PERS RETIREMENT	Employee Survivor Contribution Amount	47.43
Vendor 02279 - PERS RETIREMENT Total:				42,695.12
Vendor: 05137 - READWRITE EDUCATIONAL SOLUTIONS INC.				
02/18/2025	APA002273	READWRITE EDUCATIONAL SO...	1/8-1/29 READING DEVELOPMENT	173.55
02/18/2025	APA002273	READWRITE EDUCATIONAL SO...	1/8-1/29 MAT...	57.85
Vendor 05137 - READWRITE EDUCATIONAL SOLUTIONS INC. Total:				231.40

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Payment Date	Payment Number	Vendor Name	Description (Item)	Amount
Vendor: 05671 - RICHARD MIEIR				
02/18/2025	APA002265	RICHARD MIEIR	1/9-1/30 TAI CHI	85.80
Vendor 05671 - RICHARD MIEIR Total:				85.80
Vendor: 05732 - RING CENTRAL INC				
02/18/2025	APA002274	RING CENTRAL INC	Citywide Phone System Replacement & Support	2,289.33
Vendor 05732 - RING CENTRAL INC Total:				2,289.33
Vendor: 04859 - SIERRA ANALYTICAL LABS INC				
02/18/2025	APA002276	SIERRA ANALYTICAL LABS INC	JUL'24 WATER SAMPLES	3,093.00
02/18/2025	APA002276	SIERRA ANALYTICAL LABS INC	AUG'24 WATER SAMPLES	2,553.00
02/18/2025	APA002276	SIERRA ANALYTICAL LABS INC	SEP'24 WATER SAMPLES	4,053.00
02/18/2025	APA002276	SIERRA ANALYTICAL LABS INC	OCT'24 WATER SAMPLES	3,663.00
02/18/2025	APA002276	SIERRA ANALYTICAL LABS INC	NOV'24 WATER SAMPLES	3,693.00
02/18/2025	APA002276	SIERRA ANALYTICAL LABS INC	DEC'24 WATER SAMPLES	3,183.00
Vendor 04859 - SIERRA ANALYTICAL LABS INC Total:				20,238.00
Vendor: 02640 - SO CAL GAS COMPANY				
02/05/2025	DFT0009624	SO CAL GAS COMPANY	2/3 8415 MEADOWLARK/BOOSTER	13.81
02/05/2025	DFT0009625	SO CAL GAS COMPANY	2/3 8441 MOODY/CY	113.40
02/05/2025	DFT0009626	SO CAL GAS COMPANY	2/3 7821 WALKER/CC&CP	523.50
02/05/2025	DFT0009627	SO CAL GAS COMPANY	2/3 7792 WALKER/PD	1,167.28
Vendor 02640 - SO CAL GAS COMPANY Total:				1,817.99
Vendor: 02552 - SOUTH COAST AQMD				
02/18/2025	39814	SOUTH COAST AQMD	FY24/25 OPERATING FEE/ID#93720	541.04
02/18/2025	39814	SOUTH COAST AQMD	FY24/25 EMISSIONS FEE/ID#93720	165.96
Vendor 02552 - SOUTH COAST AQMD Total:				707.00
Vendor: 02556 - SOUTHERN CALIFORNIA EDISON				
02/05/2025	DFT0009628	SOUTHERN CALIFORNIA EDIS...	1/28 8415 MEADOWLARK/BSTR	10,469.57
02/05/2025	DFT0009629	SOUTHERN CALIFORNIA EDIS...	2/3 LS-1/ALL NIGHT ADD'L LAMPS	50.54
02/07/2025	DFT0009630	SOUTHERN CALIFORNIA EDIS...	2/3 LS-1/ALL NIGHT	14,112.28
02/05/2025	DFT0009631	SOUTHERN CALIFORNIA EDIS...	2/3 LS-2/METERED	440.65
02/05/2025	DFT0009632	SOUTHERN CALIFORNIA EDIS...	2/3 WALKER/91 FWY LAMPS	125.80
02/05/2025	DFT0009633	SOUTHERN CALIFORNIA EDIS...	2/3 LS-2 8231-1/2 WALKER	17.98
02/05/2025	DFT0009633	SOUTHERN CALIFORNIA EDIS...	2/3 LS-2/8172 MOODY	35.97
02/06/2025	DFT0009634	SOUTHERN CALIFORNIA EDIS...	2/3 7792 WALKER/PD	5,262.15
02/06/2025	DFT0009634	SOUTHERN CALIFORNIA EDIS...	2/3 LAURELWOOD/SCE LAMPS	32.36
02/06/2025	DFT0009634	SOUTHERN CALIFORNIA EDIS...	2/3 7821 WALKER/CC&CP	2,528.05
02/06/2025	DFT0009634	SOUTHERN CALIFORNIA EDIS...	2/3 7872-1/2 DENNI SPRINKLER	14.47
02/06/2025	DFT0009634	SOUTHERN CALIFORNIA EDIS...	2/3 6750 WALKER SPRINKLER	14.28
02/06/2025	DFT0009634	SOUTHERN CALIFORNIA EDIS...	2/3 LP/COMSTOCK SPRINKLER	15.14
02/06/2025	DFT0009634	SOUTHERN CALIFORNIA EDIS...	2/3 7711 MDY/ORGTHRPE SPRNKL	41.33
02/06/2025	DFT0009634	SOUTHERN CALIFORNIA EDIS...	2/3 7711 FURMAN RD POLE	105.43
02/06/2025	DFT0009634	SOUTHERN CALIFORNIA EDIS...	2/3 BYRNE/WALKER LAMPS	114.26
02/06/2025	DFT0009634	SOUTHERN CALIFORNIA EDIS...	2/3 6800 WALKER/PUMP	7,567.00
Vendor 02556 - SOUTHERN CALIFORNIA EDISON Total:				40,947.26
Vendor: 01005 - SOUTHWEST HYDROTECH LLC				
02/18/2025	APA002277	SOUTHWEST HYDROTECH LLC	1/28 EMERG WELL EQUIP RPR/CY	2,941.34
Vendor 01005 - SOUTHWEST HYDROTECH LLC Total:				2,941.34
Vendor: 02568 - STAPLES BUSINESS ADVANTAGE				
02/18/2025	APA002278	STAPLES BUSINESS ADVANTA...	1/16 OFFICE SUPPLIES/REC	181.19
Vendor 02568 - STAPLES BUSINESS ADVANTAGE Total:				181.19

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Payment Date	Payment Number	Vendor Name	Description (Item)	Amount
Vendor: 02576 - STEP SAVER INC				
02/18/2025	APA002279	STEP SAVER INC	1/20 WTR TREATMENT SUPPLIES/CY	126.38
02/18/2025	APA002279	STEP SAVER INC	1/20 WTR TREATMENT SUPPLIES/WW	183.73
Vendor 02576 - STEP SAVER INC Total:				310.11
Vendor: 01620 - STEVE A. FILARSKY ATTORNEY AT LAW				
02/18/2025	APA002280	STEVE A. FILARSKY ATTORNEY...	1/13-1/27 LABOR ATTY SVCS	2,430.00
Vendor 01620 - STEVE A. FILARSKY ATTORNEY AT LAW Total:				2,430.00
Vendor: 04122 - TAN NGUYEN OR WEST GROVE VOLLEYBALL LLC				
02/18/2025	APA002269	TAN NGUYEN OR WEST GROVE..	1/5-1/26 INT VOLLEYBALL	63.70
02/18/2025	APA002269	TAN NGUYEN OR WEST GROVE..	1/5-1/26 ADV VOLLEYBALL	63.70
Vendor 04122 - TAN NGUYEN OR WEST GROVE VOLLEYBALL LLC Total:				127.40
Vendor: 02616 - TAYLOR FLAG & BANNER CO				
02/18/2025	APA002281	TAYLOR FLAG & BANNER CO	1/28 (2)4X6 POW FLAG/PD	150.69
Vendor 02616 - TAYLOR FLAG & BANNER CO Total:				150.69
Vendor: 04630 - T-MOBILE USA INC				
02/18/2025	39815	T-MOBILE USA INC	12/21-1/20 UAS DATA PLAN/PD - Acct. 971557340	32.80
Vendor 04630 - T-MOBILE USA INC Total:				32.80
Vendor: 05525 - TOWNSEND PUBLIC AFFAIRS INC				
02/18/2025	APA002282	TOWNSEND PUBLIC AFFAIRS I...	FEB'25 GRANT WRITING&FUNDING ADVOCACY SVCS	2,200.00
02/18/2025	APA002282	TOWNSEND PUBLIC AFFAIRS I...	FEB'25 GRANT WRITING&FUNDING ADVOCACY SVCS	1,925.00
02/18/2025	APA002282	TOWNSEND PUBLIC AFFAIRS I...	FEB'25 GRANT WRITING&FUNDING ADVOCACY SVCS	1,375.00
Vendor 05525 - TOWNSEND PUBLIC AFFAIRS INC Total:				5,500.00
Vendor: 03043 - TRACEE CHENG				
02/18/2025	APA002248	TRACEE CHENG	12936 PICKLEBALL RFD	89.00
02/18/2025	APA002248	TRACEE CHENG	12936 PICKLEBALL RFD	89.00
02/18/2025	APA002248	TRACEE CHENG	12936 PICKLEBALL RFD	89.00
Vendor 03043 - TRACEE CHENG Total:				267.00
Vendor: 02706 - U S BANK INSTITUTIONAL TRUST-WESTERN REGION				
02/06/2025	APA002236	U S BANK INSTITUTIONAL TRU...	PARS Part Time Retirement Contributions	133.22
02/06/2025	APA002236	U S BANK INSTITUTIONAL TRU...	PARS Part Time Retirement Contributions	3.34
02/06/2025	APA002236	U S BANK INSTITUTIONAL TRU...	PARS Part Time Retirement Contributions	781.44
Vendor 02706 - U S BANK INSTITUTIONAL TRUST-WESTERN REGION Total:				918.00
Vendor: 02712 - UNDERGROUND SERVICE ALERT				
02/18/2025	APA002283	UNDERGROUND SERVICE ALE...	(224)DIG-ALERT NOTICES/PW	212.20
02/18/2025	APA002283	UNDERGROUND SERVICE ALE...	(224)DIG-ALERT NOTICES/PW	212.20
Vendor 02712 - UNDERGROUND SERVICE ALERT Total:				424.40
Vendor: 03123 - UNIFORM DEPOT INC				
02/18/2025	APA002284	UNIFORM DEPOT INC	1/18 EXPLORER UNIFORM/PD	174.82
02/18/2025	APA002284	UNIFORM DEPOT INC	1/20 EXPLORER UNIFORM/PD	174.82
Vendor 03123 - UNIFORM DEPOT INC Total:				349.64
Vendor: 04008 - VERITIV OPERATING COMPANY				
02/18/2025	APA002286	VERITIV OPERATING COMPANY	1/15 JANITORIAL SUPPLIES/PW	3,522.94
02/18/2025	APA002286	VERITIV OPERATING COMPANY	1/22 JANITORIAL SUPPLIES/PW	408.27
Vendor 04008 - VERITIV OPERATING COMPANY Total:				3,931.21

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Payment Date	Payment Number	Vendor Name	Description (Item)	Amount
Vendor: 02742 - VERIZON WIRELESS				
02/18/2025	39816	VERIZON WIRELESS	1/11-2/10 DATA ACCESS/ENG TECH	45.01
02/18/2025	39816	VERIZON WIRELESS	1/16 CELL PHONES/REC	30.10
02/18/2025	39816	VERIZON WIRELESS	1/16 CELL PHONES/REC	150.64
02/18/2025	39816	VERIZON WIRELESS	1/17-2/16 SEDARU DATA PLAN/WTR	46.20
02/18/2025	39816	VERIZON WIRELESS	1/17-2/16 DATA ACCESS/WTR	140.14
Vendor 02742 - VERIZON WIRELESS Total:				412.09
Vendor: 04196 - WECK LABORATORIES INC				
02/18/2025	APA002287	WECK LABORATORIES INC	8/19 WATER SAMPLES/CY	200.00
02/18/2025	APA002287	WECK LABORATORIES INC	9/16 WATER SAMPLES/CY	200.00
02/18/2025	APA002287	WECK LABORATORIES INC	10/21 WATER SAMPLES/CY	200.00
02/18/2025	APA002287	WECK LABORATORIES INC	10/28 WATER SAMPLES/CY	200.00
02/18/2025	APA002287	WECK LABORATORIES INC	11/4 WATER SAMPLES/CY	200.00
Vendor 04196 - WECK LABORATORIES INC Total:				1,000.00
Vendor: 05218 - WESTERN A/V				
02/18/2025	APA002288	WESTERN A/V	COUNCIL CHAMBERS A/V ONSITE MAINT	360.00
Vendor 05218 - WESTERN A/V Total:				360.00
Vendor: 03987 - WEX HEALTH INC				
02/18/2025	APA002289	WEX HEALTH INC	JAN'25 FLEX ADM SVC	50.00
Vendor 03987 - WEX HEALTH INC Total:				50.00
Vendor: 02801 - YOUNG LEADERS OF ORANGE COUNTY				
02/18/2025	APA002290	YOUNG LEADERS OF ORANGE ...	11/9-1/25 MATH COMPETITION	1,170.00
Vendor 02801 - YOUNG LEADERS OF ORANGE COUNTY Total:				1,170.00
Grand Total:				804,043.21



City of La Palma

Warrant Register

By Vendor Name

Post Dates 2/19/2025 - 3/4/2025

Approval

Reviewed by

A handwritten signature in blue ink, appearing to read "Ryan Hallett Hinton", is written over a horizontal line.

Ryan Hallett Hinton - Administrative Services Director

A handwritten signature in blue ink, appearing to read "Conal McNamara", is written over a horizontal line.

Conal McNamara - City Manager

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Payment Date	Payment Number	Vendor Name	Description (Item)	Amount
Vendor: 01037 - ADMIRAL PEST CONTROL INC				
03/04/2025	APA002293	ADMIRAL PEST CONTROL INC	2/8 PEST CONTROL/CP	175.00
03/04/2025	APA002293	ADMIRAL PEST CONTROL INC	2/14 PEST CONTROL/CP	175.00
Vendor 01037 - ADMIRAL PEST CONTROL INC Total:				350.00
Vendor: 01042 - AETNA US HEALTHCARE				
03/04/2025	APA002294	AETNA US HEALTHCARE	Mar '25 Dental Premium	4,901.80
Vendor 01042 - AETNA US HEALTHCARE Total:				4,901.80
Vendor: 01047 - AFLAC				
03/04/2025	APA002295	AFLAC	Feb '25 Aflac Ins Prem W/H	133.44
03/04/2025	APA002295	AFLAC	FEB'25 AFLAC/PD	384.88
Vendor 01047 - AFLAC Total:				518.32
Vendor: 05774 - ALICE HAN				
03/04/2025	APA002297	ALICE HAN	12996 INTRO PICKLEBALL RFD	59.00
03/04/2025	APA002297	ALICE HAN	12996 INTRO PICKLEBALL RFD	59.00
03/04/2025	APA002297	ALICE HAN	13016 BOOKBINDING RFD	50.00
03/04/2025	APA002297	ALICE HAN	13016 BOOKBINDING RFD	50.00
Vendor 05774 - ALICE HAN Total:				218.00
Vendor: 01064 - ALL CITY MANAGEMENT SVC INC				
03/04/2025	APA002298	ALL CITY MANAGEMENT SVC I...	CROSSING GUARD SERVICES	5,983.59
Vendor 01064 - ALL CITY MANAGEMENT SVC INC Total:				5,983.59
Vendor: 05778 - ASHLEY DAVID LAZARO				
03/04/2025	APA002299	ASHLEY DAVID LAZARO	2/16 PAVILION DEPOSIT RFD	200.00
Vendor 05778 - ASHLEY DAVID LAZARO Total:				200.00
Vendor: 01016 - AT&T MOBILITY				
02/24/2025	DFT0009679	AT&T MOBILITY	2/8 CELL PHONE BILLS/PD&PW	56.94
02/24/2025	DFT0009679	AT&T MOBILITY	2/8 CELL PHONE BILLS/PD&PW	41.70
02/24/2025	DFT0009679	AT&T MOBILITY	2/8 CELL PHONE BILLS/PD&PW	784.91
02/24/2025	DFT0009679	AT&T MOBILITY	2/8 CELL PHONE BILLS/PD&PW	144.20
02/24/2025	DFT0009679	AT&T MOBILITY	2/8 CELL PHONE BILLS/PD&PW	674.33
02/24/2025	DFT0009679	AT&T MOBILITY	2/8 CELL PHONE BILLS/PD&PW	41.88
02/24/2025	DFT0009679	AT&T MOBILITY	2/8 CELL PHONE BILLS/PD&PW	51.25
02/24/2025	DFT0009679	AT&T MOBILITY	2/8 CELL PHONE BILLS/PD&PW	41.70
Vendor 01016 - AT&T MOBILITY Total:				1,836.91
Vendor: 01015 - AT&T				
03/04/2025	39823	AT&T	2/13#339/3342-4813 T1/PD - BAN 9391033966	74.81
03/04/2025	39823	AT&T	2/13#523-2193 T1/CH - BAN 9391033969	367.47
03/04/2025	39823	AT&T	2/15#690-3922 RV Parking Permit - BAN 9391033973	37.45
03/04/2025	39823	AT&T	1/20-2/19 800MHZ OCSD/PD - BAN 9391064973	1,216.40
03/04/2025	39823	AT&T	2/25#826-6272 TELEMETRY/WTR BAN 9391033974	62.19
Vendor 01015 - AT&T Total:				1,758.32
Vendor: 05673 - ATEASE K9 TRAINING				
03/04/2025	APA002300	ATEASE K9 TRAINING	12/19-1/30 OBEDIENCE DOG TRAINING	178.75
Vendor 05673 - ATEASE K9 TRAINING Total:				178.75
Vendor: 02967 - BILLIE THOMAS				
03/04/2025	APA002349	BILLIE THOMAS	13031 LESS CANCELLATION FEE	-11.00
03/04/2025	APA002349	BILLIE THOMAS	13031 TAI CHI RFD	44.00
Vendor 02967 - BILLIE THOMAS Total:				33.00
Vendor: 05779 - BRENDA CHAVEZ				
03/04/2025	APA002301	BRENDA CHAVEZ	2/15 GAZEBO DEPOSIT RFD	100.00
Vendor 05779 - BRENDA CHAVEZ Total:				100.00

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Payment Date	Payment Number	Vendor Name	Description (Item)	Amount
Vendor: 05176 - BUREAU VERITAS NORTH AMERICA INC				
03/04/2025	APA002303	BUREAU VERITAS NORTH AM...	JAN'25 PLAN CK SVCS HOURLY/BSD	3,272.68
03/04/2025	APA002303	BUREAU VERITAS NORTH AM...	JAN'25 BLDG OFF SVCS/BSD	1,610.00
03/04/2025	APA002303	BUREAU VERITAS NORTH AM...	JAN'25 BLDG INSP MLGE/BSD	192.69
03/04/2025	APA002303	BUREAU VERITAS NORTH AM...	JAN'25 SOLAR PLAN CK SVCS/BSD	1,350.00
03/04/2025	APA002303	BUREAU VERITAS NORTH AM...	JAN'25 BLDG INSP SVCS/BSD	6,745.00
03/04/2025	APA002303	BUREAU VERITAS NORTH AM...	JAN'25 PERMIT TECH SVCS/BSD	4,725.00
Vendor 05176 - BUREAU VERITAS NORTH AMERICA INC Total:				17,895.37
Vendor: 01252 - C F P INC				
03/04/2025	APA002304	C F P INC	(1)JAN'25 BLOOD TEST/PD	147.50
Vendor 01252 - C F P INC Total:				147.50
Vendor: 01259 - C S U L B FOUNDATION				
03/04/2025	39824	C S U L B FOUNDATION	4/7-4/9 FTO TRNG PROGRAM/PD	447.00
Vendor 01259 - C S U L B FOUNDATION Total:				447.00
Vendor: 05652 - CASC ENGINEERING AND CONSULTING INC				
03/04/2025	APA002305	CASC ENGINEERING AND CON...	JAN'25 CITY ENGR SVCS/FOG	729.50
03/04/2025	APA002305	CASC ENGINEERING AND CON...	JAN'25 CITY ENGR SVCS/NPDES	662.00
Vendor 05652 - CASC ENGINEERING AND CONSULTING INC Total:				1,391.50
Vendor: 05758 - CATHY CORKHILL				
03/04/2025	APA002306	CATHY CORKHILL	13002 PROCESSING FEE RFD	6.59
03/04/2025	APA002306	CATHY CORKHILL	13002 TENNIS RFD	49.00
Vendor 05758 - CATHY CORKHILL Total:				55.59
Vendor: 02669 - CHARTER COMMUNICATIONS				
02/24/2025	DFT0009680	CHARTER COMMUNICATIONS	1/11-2/10 Internet SVC/CH- ACCT NO.188679701	216.76
Vendor 02669 - CHARTER COMMUNICATIONS Total:				216.76
Vendor: 05455 - CHARTER COMMUNICATIONS				
02/24/2025	DFT0009682	CHARTER COMMUNICATIONS	1/11-2/10 INTERNET SVC/CY&CH-ACCT NO.188679101	1,132.16
02/24/2025	DFT0009682	CHARTER COMMUNICATIONS	1/11-2/10 INTERNET SVC/CY&CH-ACCT NO.188679101	485.21
02/26/2025	DFT0009692	CHARTER COMMUNICATIONS	2/11-3/10 INTERNET SVC/CY&CH-ACCT NO.188679101	1,132.16
02/26/2025	DFT0009692	CHARTER COMMUNICATIONS	2/11-3/10 INTERNET SVC/CY&CH-ACCT NO.188679101	485.21
Vendor 05455 - CHARTER COMMUNICATIONS Total:				3,234.74
Vendor: 05456 - CHARTER COMMUNICATIONS				
02/24/2025	DFT0009681	CHARTER COMMUNICATIONS	1/11-2/10 INTERNET SVC/WW- ACCT NO. 188678801	719.00
02/26/2025	DFT0009691	CHARTER COMMUNICATIONS	2/11-3/10 INTERNET SVC/WW- ACCT NO. 188678801	719.00
Vendor 05456 - CHARTER COMMUNICATIONS Total:				1,438.00
Vendor: 03604 - CINTAS CORPORATION				
03/04/2025	APA002307	CINTAS CORPORATION	2/6 UNIFORM SVC/PW	49.35
03/04/2025	APA002307	CINTAS CORPORATION	2/6 UNIFORM SVC/PW	49.35
03/04/2025	APA002307	CINTAS CORPORATION	2/6 UNIFORM SVC/PW	65.80
03/04/2025	APA002307	CINTAS CORPORATION	2/13 UNIFORM SVC/PW	53.35
03/04/2025	APA002307	CINTAS CORPORATION	2/13 UNIFORM SVC/PW	53.35
03/04/2025	APA002307	CINTAS CORPORATION	2/13 UNIFORM SVC/PW	62.74
Vendor 03604 - CINTAS CORPORATION Total:				333.94

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Payment Date	Payment Number	Vendor Name	Description (Item)	Amount
Vendor: 01345 - CITY OF BUENA PARK				
03/04/2025	APA002302	CITY OF BUENA PARK	JAN-MAR'25 SGNL MAINT SVC/VV-LP	352.48
03/04/2025	APA002302	CITY OF BUENA PARK	JAN-MAR'25 SGNL MAINT SVCS/VV-CABALLERO	160.83
03/04/2025	APA002302	CITY OF BUENA PARK	JAN-MAR'25 SGNL MAINT SVCS/VV-ORGTHRP	608.48
Vendor 01345 - CITY OF BUENA PARK Total:				1,121.79
Vendor: 01348 - CITY OF CYPRESS				
03/04/2025	APA002311	CITY OF CYPRESS	OCT-DEC'24 SIGNA...	464.10
03/04/2025	APA002311	CITY OF CYPRESS	OCT-DEC'24 SIGNA...	423.95
Vendor 01348 - CITY OF CYPRESS Total:				888.05
Vendor: 01356 - CITY OF LA PALMA FLEXIBLE				
02/20/2025	39818	CITY OF LA PALMA FLEXIBLE	Flexible Spending Contributions - Medical	171.15
Vendor 01356 - CITY OF LA PALMA FLEXIBLE Total:				171.15
Vendor: 01357 - CITY OF LA PALMA PETTY CASH				
03/04/2025	39828	CITY OF LA PALMA PETTY CASH	2/20 REGISTRY OF PUB AGENCIES/GG	8.00
Vendor 01357 - CITY OF LA PALMA PETTY CASH Total:				8.00
Vendor: 01368 - CIVICPLUS				
03/04/2025	APA002308	CIVICPLUS	JAN'25 CC MTG CLOSED CAPTIONING/ADM	174.45
Vendor 01368 - CIVICPLUS Total:				174.45
Vendor: 05706 - COLANTUONO HIGHSMITH & WHATLEY PC				
03/04/2025	APA002309	COLANTUONO HIGHSMITH &...	JAN'25 RETAINER	9,020.00
03/04/2025	APA002309	COLANTUONO HIGHSMITH &...	1/9-31 ATTY SVCS/PITCHESS- POLICE MATTERS	1,240.00
03/04/2025	APA002309	COLANTUONO HIGHSMITH &...	1/8-31 ATTY SVCS/TELECOM MATTERS	707.20
03/04/2025	APA002309	COLANTUONO HIGHSMITH &...	1/2-15 ATTY SVCS/CODE ENF MATTERS	190.40
03/04/2025	APA002309	COLANTUONO HIGHSMITH &...	1/21 ATTY SVCS/PW & UTILITIES	244.80
03/04/2025	APA002309	COLANTUONO HIGHSMITH &...	1/6-29 ATTY SVCS/TATARIAN V CITY OF LA PALMA	2,222.55
Vendor 05706 - COLANTUONO HIGHSMITH & WHATLEY PC Total:				13,624.95
Vendor: 01395 - COUNTY OF ORANGE				
03/04/2025	39830	COUNTY OF ORANGE	NOV'24 PARKING CITATIONS/PD	613.50
Vendor 01395 - COUNTY OF ORANGE Total:				613.50
Vendor: 04388 - CROSSTOWN ELECTRICAL & DATA INC				
03/04/2025	APA002310	CROSSTOWN ELECTRICAL & D...	JAN'25 SIGNAL RPR/PW	7,570.54
Vendor 04388 - CROSSTOWN ELECTRICAL & DATA INC Total:				7,570.54
Vendor: 04387 - DOG WASTE DEPOT				
03/04/2025	APA002312	DOG WASTE DEPOT	1/30 (4)CASES DOG WASTE BAGS/PW	85.87
Vendor 04387 - DOG WASTE DEPOT Total:				85.87
Vendor: 01611 - FEDERAL EXPRESS CORPORATION				
03/04/2025	APA002313	FEDERAL EXPRESS CORPORAT...	1/29 PRIORITY MAIL/PD	17.69
Vendor 01611 - FEDERAL EXPRESS CORPORATION Total:				17.69
Vendor: 01615 - FERGUSON WATERWORKS				
03/04/2025	APA002314	FERGUSON WATERWORKS	1/7 (12)6' ANTENNAS/WTR	2,703.45
Vendor 01615 - FERGUSON WATERWORKS Total:				2,703.45
Vendor: 05773 - FIELD TIME TARGET AND TRAINING				
03/04/2025	APA002315	FIELD TIME TARGET AND TRAI...	1/22 RANGE RENTAL/PD	375.00
Vendor 05773 - FIELD TIME TARGET AND TRAINING Total:				375.00

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Payment Date	Payment Number	Vendor Name	Description (Item)	Amount
Vendor: 05272 - FLEETCOR TECHNOLOGIES INC - VP RACING				
02/19/2025	DFT0009658	FLEETCOR TECHNOLOGIES INC...	1/15 GASOLINE/PD	344.58
02/19/2025	DFT0009658	FLEETCOR TECHNOLOGIES INC...	1/15 VOLUME DISCOUNT	-3.83
02/19/2025	DFT0009658	FLEETCOR TECHNOLOGIES INC...	1/15 GASOLINE/PW	191.89
02/19/2025	DFT0009659	FLEETCOR TECHNOLOGIES INC...	2/15 GASOLINE/PD	185.91
02/19/2025	DFT0009659	FLEETCOR TECHNOLOGIES INC...	2/15 VOLUME DISCOUNT	-1.42
02/19/2025	DFT0009659	FLEETCOR TECHNOLOGIES INC...	2/15 GASOLINE/PW	16.80
Vendor 05272 - FLEETCOR TECHNOLOGIES INC - VP RACING Total:				733.93
Vendor: 01631 - FRANCHISE TAX BOARD				
02/20/2025	DFT0009676	FRANCHISE TAX BOARD	State Tax Withholding	10,598.09
Vendor 01631 - FRANCHISE TAX BOARD Total:				10,598.09
Vendor: 01649 - GALLS - QUARTERMASTER				
03/04/2025	APA002316	GALLS - QUARTERMASTER	2/5 NAMEPLATES/PD	38.44
03/04/2025	APA002316	GALLS - QUARTERMASTER	2/7 (2)VEST CARRIER/PD	1,199.36
Vendor 01649 - GALLS - QUARTERMASTER Total:				1,237.80
Vendor: 04004 - GARY WILSON				
03/04/2025	2253	GARY WILSON	2/3-7 FIREARMS INSTR TRNG/PD	115.00
Vendor 04004 - GARY WILSON Total:				115.00
Vendor: 01669 - GLOBALSTAR USA				
03/04/2025	APA002317	GLOBALSTAR USA	2/16 #254-241-0048&49/PD	176.61
Vendor 01669 - GLOBALSTAR USA Total:				176.61
Vendor: 01695 - HDL COREN & CONE				
03/04/2025	APA002319	HDL COREN & CONE	JAN-MAR'25 PROPERTY TAX SVCS	2,035.01
Vendor 01695 - HDL COREN & CONE Total:				2,035.01
Vendor: 02642 - HOME DEPOT				
03/04/2025	APA002320	HOME DEPOT	2/18 SUPPLIES/PW	400.39
03/04/2025	APA002320	HOME DEPOT	2/18 SUPPLIES/FON	95.64
03/04/2025	APA002320	HOME DEPOT	2/6 SUPPLIES/PW	52.94
03/04/2025	APA002320	HOME DEPOT	1/6 SUPPLIES/PW	64.61
03/04/2025	APA002320	HOME DEPOT	2/5 SUPPLIES/REC	18.18
03/04/2025	APA002320	HOME DEPOT	2/12 RET'D SUPPLIES/PW	-34.44
03/04/2025	APA002320	HOME DEPOT	2/12 SUPPLIES/PW	34.44
03/04/2025	APA002320	HOME DEPOT	2/12 SUPPLIES/PW	70.02
Vendor 02642 - HOME DEPOT Total:				701.78
Vendor: 05649 - INFINITY TECHNOLOGIES				
03/04/2025	APA002321	INFINITY TECHNOLOGIES	JAN'25 IT SVCS	13,083.00
03/04/2025	APA002321	INFINITY TECHNOLOGIES	JAN'25 Sentinel One	616.00
03/04/2025	APA002321	INFINITY TECHNOLOGIES	JAN'25 Duo	108.00
Vendor 05649 - INFINITY TECHNOLOGIES Total:				13,807.00
Vendor: 03521 - INFRASTRUCTURE ENGINEERS A BOWMAN COMPANY				
03/04/2025	APA002322	INFRASTRUCTURE ENGINEERS...	JAN'25 CITY ENGINEER SVC/PW	3,150.00
03/04/2025	APA002322	INFRASTRUCTURE ENGINEERS...	JAN'25 CITY ENGINEER SVC/PW	1,260.00
03/04/2025	APA002322	INFRASTRUCTURE ENGINEERS...	JAN'25 CITY ENGINEER SVC/PW	1,260.00
03/04/2025	APA002322	INFRASTRUCTURE ENGINEERS...	JAN'25 CITY ENGINEER SVC/PW	630.00
Vendor 03521 - INFRASTRUCTURE ENGINEERS A BOWMAN COMPANY Total:				6,300.00
Vendor: 01764 - INTERNAL REVENUE SERVICE				
02/20/2025	DFT0009675	INTERNAL REVENUE SERVICE	Federal Tax Withholding	26,918.30
02/20/2025	DFT0009677	INTERNAL REVENUE SERVICE	Medicare	6,831.70
Vendor 01764 - INTERNAL REVENUE SERVICE Total:				33,750.00
Vendor: 01766 - INTL ASSN OF CHIEFS OF POLICE				
03/04/2025	APA002323	INTL ASSN OF CHIEFS OF POLI...	2025 IACP DUES/PD CHIEF	220.00
Vendor 01766 - INTL ASSN OF CHIEFS OF POLICE Total:				220.00

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Payment Date	Payment Number	Vendor Name	Description (Item)	Amount
Vendor: 05140 - JACOB GREEN & ASSOCIATES INC				
03/04/2025	APA002318	JACOB GREEN & ASSOCIATES ...	1/9,16&30 Executive Coaching Svcs/CS	750.00
Vendor 05140 - JACOB GREEN & ASSOCIATES INC Total:				750.00
Vendor: 01801 - JHM SUPPLY INC				
03/04/2025	APA002324	JHM SUPPLY INC	2/5 IRRIGATION RPR SUPPLIES/CP	134.72
Vendor 01801 - JHM SUPPLY INC Total:				134.72
Vendor: 05780 - JODEE TOCHI				
03/04/2025	APA002325	JODEE TOCHI	2/15 COMM CTR DEPOSIT RFD	300.00
Vendor 05780 - JODEE TOCHI Total:				300.00
Vendor: 01892 - JOSEFINA GLORIOSO NINOFRANCO				
03/04/2025	APA002336	JOSEFINA GLORIOSO NINOFR...	6/21(6/1) LESS CANCELLATION FEE	-50.00
03/04/2025	APA002336	JOSEFINA GLORIOSO NINOFR...	6/21(6/1) COMM CTR DEPOSIT RFD	300.00
Vendor 01892 - JOSEFINA GLORIOSO NINOFRANCO Total:				250.00
Vendor: 04039 - JOSEPH CISNEROS				
03/04/2025	2248	JOSEPH CISNEROS	2/5-7 LOCC CM CONF/DCM	787.44
Vendor 04039 - JOSEPH CISNEROS Total:				787.44
Vendor: 03684 - JUSTIN BRAASCH				
03/04/2025	2247	JUSTIN BRAASCH	2/7 1911/2011 PISTOL TRNG/PD	63.04
Vendor 03684 - JUSTIN BRAASCH Total:				63.04
Vendor: 04298 - KATRINA AGUIRRE-PIOHIA				
03/04/2025	APA002296	KATRINA AGUIRRE-PIOHIA	2/8 COMM CTR DEPOSIT RFD	300.00
Vendor 04298 - KATRINA AGUIRRE-PIOHIA Total:				300.00
Vendor: 01936 - KELLY SPICERS STORES				
03/04/2025	APA002326	KELLY SPICERS STORES	Paper/Adm	274.35
03/04/2025	APA002326	KELLY SPICERS STORES	Paper/CS	548.70
03/04/2025	APA002326	KELLY SPICERS STORES	Paper/CD	274.35
Vendor 01936 - KELLY SPICERS STORES Total:				1,097.40
Vendor: 01938 - KEN GRODY FORD				
03/04/2025	APA002327	KEN GRODY FORD	1/27 RPL BATTERY/#739	428.22
Vendor 01938 - KEN GRODY FORD Total:				428.22
Vendor: 01959 - KONICA MINOLTA PREMIER				
02/26/2025	DFT0009683	KONICA MINOLTA PREMIER	2/15-3/14 COPIER RENTAL/CH,PD,REC	598.50
Vendor 01959 - KONICA MINOLTA PREMIER Total:				598.50
Vendor: 05694 - L N CURTIS & SONS				
03/04/2025	APA002328	L N CURTIS & SONS	10/4 UNIFORM/PD (DSPTCHR)	500.00
Vendor 05694 - L N CURTIS & SONS Total:				500.00
Vendor: 01975 - L P G E A				
02/20/2025	39817	L P G E A	LPGEA Dues Withheld	198.00
Vendor 01975 - L P G E A Total:				198.00
Vendor: 01980 - LA PALMA CAR WASH				
03/04/2025	39827	LA PALMA CAR WASH	1/2-1/31 CAR WASH/PD & REC	748.00
03/04/2025	39827	LA PALMA CAR WASH	1/2-1/31 CAR WASH/PD & REC	48.00
Vendor 01980 - LA PALMA CAR WASH Total:				796.00
Vendor: 01984 - LA PALMA INTERCOMMUNITY HOSPITAL				
03/04/2025	APA002329	LA PALMA INTERCOMMUNITY...	JAN'25 MEALS ON WHEELS	629.00
Vendor 01984 - LA PALMA INTERCOMMUNITY HOSPITAL Total:				629.00
Vendor: 01988 - LA PALMA POLICE ASSN				
02/20/2025	39819	LA PALMA POLICE ASSN	LPPA Dues Withheld	1,487.96
Vendor 01988 - LA PALMA POLICE ASSN Total:				1,487.96

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Payment Date	Payment Number	Vendor Name	Description (Item)	Amount
Vendor: 04438 - LEADS ONLINE LLC				
03/04/2025	APA002330	LEADS ONLINE LLC	FY/25 INVESTIGATION SYSTEM SERVICE/PD	4,158.00
Vendor 04438 - LEADS ONLINE LLC Total:				4,158.00
Vendor: 01976 - LPPEA				
02/20/2025	39820	LPPEA	LPPEA Dues Withheld	60.00
Vendor 01976 - LPPEA Total:				60.00
Vendor: 02070 - M M A S C				
03/04/2025	APA002331	M M A S C	11/13-15 MMASC CONF/MA	550.00
Vendor 02070 - M M A S C Total:				550.00
Vendor: 04380 - MANHATTAN STITCHING				
03/04/2025	APA002332	MANHATTAN STITCHING	1/8 (4)SHIRTS/CCMBR	129.30
03/04/2025	APA002332	MANHATTAN STITCHING	2/13 (4)UNIFORMS/PW	219.81
Vendor 04380 - MANHATTAN STITCHING Total:				349.11
Vendor: 03543 - MARION CUBERO				
03/04/2025	2249	MARION CUBERO	8/23 DENTAL CLM	196.80
Vendor 03543 - MARION CUBERO Total:				196.80
Vendor: 01752 - MISSION SQUARE - PLAN 302549				
02/20/2025	APA002291	MISSION SQUARE - PLAN 302...	Deferred Comp	1,192.30
02/20/2025	APA002291	MISSION SQUARE - PLAN 302...	Deferred Comp	1,690.00
02/20/2025	APA002291	MISSION SQUARE - PLAN 302...	Deferred Comp	2,520.52
Vendor 01752 - MISSION SQUARE - PLAN 302549 Total:				5,402.82
Vendor: 02201 - MUNICIPAL WATER DISTRICT OF				
03/04/2025	39829	MUNICIPAL WATER DISTRICT ...	JAN'25 WATER RTS CHARGE	298.65
03/04/2025	39829	MUNICIPAL WATER DISTRICT ...	JAN'25 CAPACITY CHARGE/WTR	593.36
Vendor 02201 - MUNICIPAL WATER DISTRICT OF Total:				892.01
Vendor: 05638 - MUSCO SPORTS LIGHTING LLC				
03/04/2025	APA002333	MUSCO SPORTS LIGHTING LLC	INSTL FOR LP SOFTBALL & TENNIS/CP	108,270.00
Vendor 05638 - MUSCO SPORTS LIGHTING LLC Total:				108,270.00
Vendor: 02203 - MYERS STEVENS & TOOHEY & CO INC				
03/04/2025	APA002334	MYERS STEVENS & TOOHEY &...	FEB'25 LTD/PD	94.50
Vendor 02203 - MYERS STEVENS & TOOHEY & CO INC Total:				94.50
Vendor: 02227 - NEWS ENTERPRISE				
03/04/2025	APA002335	NEWS ENTERPRISE	2/19 LEGAL AD/CUP 389,PP287&VAR 2022-01	250.00
03/04/2025	APA002335	NEWS ENTERPRISE	2/19 LEGAL AD/CUP 394	225.00
Vendor 02227 - NEWS ENTERPRISE Total:				475.00
Vendor: 05716 - NOAH PALMQUIST				
03/04/2025	2252	NOAH PALMQUIST	02/18 Vision CLM	230.99
Vendor 05716 - NOAH PALMQUIST Total:				230.99
Vendor: 02280 - PERS - MEDICAL				
03/04/2025	DFT0009657	PERS - MEDICAL	Mar '25 Health Premium Adm Fee/RET	66.15
03/04/2025	DFT0009657	PERS - MEDICAL	Mar '25 Health Premium Adm Fee/FT	125.42
03/04/2025	DFT0009657	PERS - MEDICAL	Mar '25 Health Plan Premium/RET	11,629.92
03/04/2025	DFT0009657	PERS - MEDICAL	Mar '25 Health Plan Premium/FT	52,258.79
Vendor 02280 - PERS - MEDICAL Total:				64,080.28
Vendor: 02279 - PERS RETIREMENT				
02/20/2025	DFT0009662	PERS RETIREMENT	CalPERS Employee Contribution	1,963.51
02/20/2025	DFT0009663	PERS RETIREMENT	CalPERS Employer Contribution	3,931.90
02/20/2025	DFT0009664	PERS RETIREMENT	CalPERS Employee Contribution	1,477.30

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02/20/2025	DFT0009665	PERS RETIREMENT	CalPERS Employer Contribution	2,142.10
02/20/2025	DFT0009666	PERS RETIREMENT	CalPERS Employee Contribution	3,558.63
02/20/2025	DFT0009667	PERS RETIREMENT	CalPERS Employer Contribution	3,613.76
02/20/2025	DFT0009668	PERS RETIREMENT	CalPERS Employee Contribution	1,840.90
02/20/2025	DFT0009669	PERS RETIREMENT	CalPERS Employer Contribution	6,998.49
02/20/2025	DFT0009670	PERS RETIREMENT	CalPERS Employee Contribution	416.83
02/20/2025	DFT0009671	PERS RETIREMENT	CalPERS Employer Contribution	1,077.20
02/20/2025	DFT0009672	PERS RETIREMENT	CalPERS Employee Contribution	8,467.51
02/20/2025	DFT0009673	PERS RETIREMENT	CalPERS Employer Contribution	8,043.75
02/20/2025	DFT0009674	PERS RETIREMENT	Employee Survivor Contribution Amount	47.43
02/20/2025	DFT0009693	PERS RETIREMENT	CalPERS Employer Contribution	-1,005.32
02/20/2025	DFT0009695	PERS RETIREMENT	CalPERS Employer Contribution	402.13
Vendor 02279 - PERS RETIREMENT Total:				42,976.12
Vendor: 05248 - RAHUL PATEL				
03/04/2025	APA002337	RAHUL PATEL	12996 PICKLEBALL RFD	59.00
Vendor 05248 - RAHUL PATEL Total:				59.00
Vendor: 04881 - REVENUE & COST SPECIALIST LLC				
03/04/2025	APA002338	REVENUE & COST SPECIALIST ...	12/18 FEE STUDY&COST ALLOC/CITYWIDE	5,862.50
Vendor 04881 - REVENUE & COST SPECIALIST LLC Total:				5,862.50
Vendor: 05374 - RIL AUDIO VISUAL				
03/04/2025	APA002339	RIL AUDIO VISUAL	4/26 SOUND/FON	2,775.00
Vendor 05374 - RIL AUDIO VISUAL Total:				2,775.00
Vendor: 02445 - RUTAN & TUCKER LLP				
03/04/2025	APA002340	RUTAN & TUCKER LLP	AUG'24 RETAINER	9,020.00
03/04/2025	APA002340	RUTAN & TUCKER LLP	8/7-27 ATTY SVCS/LITIGATION MATTERS	326.40
03/04/2025	APA002340	RUTAN & TUCKER LLP	8/1-2 ATTY SVCS/PW & UTILITIES	108.80
03/04/2025	APA002340	RUTAN & TUCKER LLP	8/15 ATTY SVCS/PITCHESS-POLICE MATTERS	843.20
03/04/2025	APA002340	RUTAN & TUCKER LLP	7/23-8/21 ATTY SVCS/TELECOM MATTERS	272.00
03/04/2025	APA002340	RUTAN & TUCKER LLP	8/5 ATTY SVCS/PRA	81.60
03/04/2025	APA002340	RUTAN & TUCKER LLP	8/9-19 ATTY SVCS/TERM LIMITS	408.00
Vendor 02445 - RUTAN & TUCKER LLP Total:				11,060.00
Vendor: 03931 - RYAN HALLETT				
03/04/2025	2250	RYAN HALLETT	2/14 Vision CLM	225.00
03/04/2025	2250	RYAN HALLETT	2/14 Vision CLM	75.00
Vendor 03931 - RYAN HALLETT Total:				300.00
Vendor: 02458 - S S D SYSTEMS INC				
03/04/2025	APA002341	S S D SYSTEMS INC	MAR'25-MAY'25 ALARM SVC/PD	498.66
Vendor 02458 - S S D SYSTEMS INC Total:				498.66
Vendor: 02499 - SEALE PLUMBING AND ROOTER SVC				
03/04/2025	APA002342	SEALE PLUMBING AND ROOT...	1/8 EMERG SVC CALL GAS LEAK/CC	500.00
03/04/2025	APA002342	SEALE PLUMBING AND ROOT...	1/8 EMERG SVC REPL WTR HEATER/CC	2,750.00
Vendor 02499 - SEALE PLUMBING AND ROOTER SVC Total:				3,250.00
Vendor: 02876 - SHRED-IT				
03/04/2025	APA002343	SHRED-IT	1/2, 1/6, 1/28 SHREDDING SVC/PD & CH	189.54

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03/04/2025	APA002343	SHRED-IT	1/2, 1/6, 1/28 SHREDDING SVC/PD & CH	215.14
Vendor 02876 - SHRED-IT Total:				404.68
Vendor: 05781 - SKYLER ALIITASI SUSAN MAO				
03/04/2025	APA002344	SKYLER ALIITASI SUSAN MAO	2/15 PAVILION DEPOSIT RFD	200.00
Vendor 05781 - SKYLER ALIITASI SUSAN MAO Total:				200.00
Vendor: 02535 - SMART & FINAL				
03/04/2025	APA002345	SMART & FINAL	1/28 KITCHEN SUPPLIES/PD	97.86
03/04/2025	APA002345	SMART & FINAL	2/5 KITCHEN SUPPLIES/PD	30.06
03/04/2025	APA002345	SMART & FINAL	2/10 KITCHEN SUPPLIES/PD	53.84
03/04/2025	APA002345	SMART & FINAL	2/10 SUPPLIES/INSPOTEEN	19.86
03/04/2025	APA002345	SMART & FINAL	2/19 SUPPLIES/INSPOTEEN	75.19
03/04/2025	APA002345	SMART & FINAL	2/5 SUPPLIES/REC	66.92
03/04/2025	APA002345	SMART & FINAL	2/6 KITCHEN SUPPLIES/PD	58.33
03/04/2025	APA002345	SMART & FINAL	2/18 MTG SUPPLIES/PD	78.59
Vendor 02535 - SMART & FINAL Total:				480.65
Vendor: 04797 - SMART CIENEGA LLC				
03/04/2025	APA002346	SMART CIENEGA LLC	MAR'25 CAM & INS/5414 LP	508.00
Vendor 04797 - SMART CIENEGA LLC Total:				508.00
Vendor: 02576 - STEP SAVER INC				
03/04/2025	APA002348	STEP SAVER INC	2/3 WTR TREATMENT SUPPLIES/CY	126.38
03/04/2025	APA002348	STEP SAVER INC	2/3 WTR TREATMENT SUPPLIES/WW	190.10
03/04/2025	APA002348	STEP SAVER INC	2/18 WTR TREATMENT SUPPLIES/CY	106.20
03/04/2025	APA002348	STEP SAVER INC	2/18 WTR TREATMENT SUPPLIES/WW	183.73
Vendor 02576 - STEP SAVER INC Total:				606.41
Vendor: 02654 - THE STANDARD				
03/04/2025	APA002347	THE STANDARD	Jan '25 LIFE INS PREM/ALL EMPL	806.14
03/04/2025	APA002347	THE STANDARD	Jan '25 LTD INS PREM/MISC EMPL	887.83
Vendor 02654 - THE STANDARD Total:				1,693.97
Vendor: 04630 - T-MOBILE USA INC				
03/04/2025	39832	T-MOBILE USA INC	1/16-2/15 INTERNET TABLET/CEO	21.61
Vendor 04630 - T-MOBILE USA INC Total:				21.61
Vendor: 02706 - U S BANK INSTITUTIONAL TRUST-WESTERN REGION				
02/20/2025	APA002292	U S BANK INSTITUTIONAL TRU...	PARS Part Time Retirement Contributions	798.98
Vendor 02706 - U S BANK INSTITUTIONAL TRUST-WESTERN REGION Total:				798.98
Vendor: 03123 - UNIFORM DEPOT INC				
03/04/2025	APA002350	UNIFORM DEPOT INC	1/28 EXPLORER UNIFORM/PD	19.60
03/04/2025	APA002350	UNIFORM DEPOT INC	2/1 EXPLORER UNIFORM/PD	19.60
Vendor 03123 - UNIFORM DEPOT INC Total:				39.20
Vendor: 02782 - WON KOH				
03/04/2025	2251	WON KOH	2/25 Vision CLM	289.95
Vendor 02782 - WON KOH Total:				289.95
Vendor: 02788 - WRIGHT EXPRESS				
02/05/2025	DFT0009660	WRIGHT EXPRESS	1/31 GASOLINE/PD	5,392.81
02/05/2025	DFT0009660	WRIGHT EXPRESS	1/31 GASOLINE REBATE	-29.24
02/05/2025	DFT0009660	WRIGHT EXPRESS	1/31 GASOLINE/PW	244.46
02/05/2025	DFT0009660	WRIGHT EXPRESS	1/31 GASOLINE/WTR	681.20
Vendor 02788 - WRIGHT EXPRESS Total:				6,289.23
Grand Total:				409,462.50

City of La Palma

Agenda Item No. 4



MEETING DATE: March 4, 2025

TO: City Council

FROM: City Manager

SUBMITTED BY: jaNell Adams, Community Services Supervisor

AGENDA TITLE: 2025 Street Closures for Special Events

RECOMMENDED ACTION:

Recommendation that the City Council adopt a Resolution approving Street Closures for the following special events to be held by the City: the Festival of Nations Parade on Saturday, April 26; the Memorial Day ceremony on Monday, May 26; and the Fitness Run for Fun on Friday, July 4.

SUMMARY

Annually, City staff submits a request to the City Council for approval of street closures for community events. Posting of arterial road closures must occur 30 days in advance of each event. The Community Services Division meets with the Public Works and Police Departments after each event to debrief and discuss logistical concerns for the coming year. Before the specific event, written notifications, reminder notices, and information are sent to those residents and businesses affected by the closures.

The following sections identify the specific closures requested:

Festival of Nations Parade – Saturday, April 26, 2025

Walker Street from Conifer Drive to La Palma Avenue and Houston Avenue, along with a number of other streets connected to the parade route will be closed except for emergency access and event traffic. The detailed list of closures is included in Attachment 1.

Memorial Day – Monday, May 26, 2025

Walker Street will be closed from Thelma Avenue to La Palma Avenue from 9:00 a.m. through the conclusion of the ceremony at approximately 11:15 a.m. Those attending the ceremony will be allowed to park in the Civic Center and Central Park parking lots up to the 9:00 a.m. closure.

Fitness Run for Fun – Friday, July 4, 2025

This event requires the closure of:

Walker Street between Crescent Avenue and Houston Ave. between 6:00 a.m. and 10:00 a.m.
Houston Avenue between 7:00 a.m. and 9:00 a.m.

Chartres Lane, Toulouse Drive, and Orleans Lane, just north of Houston Avenue between 7:00 a.m. and 9:00 a.m. Neighborhood traffic will be directed to intersections where they may safely leave the area without compromising the safety of the participants.

The Number Two westbound lane on Crescent Avenue between Moody Street and Walker Street and the Number Two northbound lane on Moody Street between Houston Avenue and Crescent Avenue between 6:30 a.m. and 10:00 a.m.

FISCAL IMPACT

The combined cost for street closures will be approximately \$8,000. These event costs are budgeted in both the Police and Public Works overtime budgets for these events, which occur on holidays and weekends.

Festival of Nations Parade

Police	\$1,600
Public Works	\$1,600

Memorial Day:

Police	\$ 500
Police	\$ 600

Fitness Run for Fun:

Police	\$2,100
Public Works	\$1,600

ATTACHMENTS:

1. 2025 Street Closure & Resolution

RESOLUTION NO. 2025- ____

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF LA PALMA APPROVING 2025 STREET
CLOSURES FOR FOUR CITY SPECIAL EVENTS**

WHEREAS, the City will conduct four special events that require street closures in 2025; and

WHEREAS, the California Vehicle Code pertaining to the Regulation of Highways requires that the local authority designate, by resolution, authorize the temporary closing of any street; and

WHEREAS, the La Palma Community Services Division and Public Works and Police Departments have reviewed and approved the recommended street closures; and

NOW, THEREFORE, BE IT RESOLVED that the City of La Palma hereby approves the street closure schedule for the Festival of Nations Parade, Memorial Day Ceremony, and the Fitness Run for Fun events as detailed in the attached street closure schedule as incorporated herein by this reference.

APPROVED AND ADOPTED by the City Council of the City of La Palma at a regular meeting held on the 4th day of March 2025.

Mark Waldman
Mayor

ATTEST:

Kimberly Kenney, CMC
City Clerk

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS
CITY OF LA PALMA)

I, KIMBERLY KENNEY, City Clerk of the City of La Palma, California, DO
HEREBY CERTIFY that the foregoing resolution was adopted by the City Council of
said City at a regular meeting of said City Council held on the 4th day of March 2025,
and that it was so adopted by called vote as follows:

AYES:

NOES:

Kimberly Kenney, CMC
City Clerk

2025 Event Street Closures

Festival of Nations Parade Saturday, April 26, 2025

<u>Location</u>	<u>Restriction</u>	<u>Beginning</u>	<u>Ending</u>	<u>Alternatives</u>
Walker Street	Event Traffic Oak Drive to La Palma Ave.	8:00 a.m.	12:00 p.m.	Emergency ingress and egress only
Oak Drive	No access to Walker Street	8:00 a.m.	12:00 p.m.	Ingress & Egress via Puerto Rico
Houston Avenue	Parade Traffic Only All lanes from east side of Orleans & Frontage Road	8:00 a.m.	12:00 p.m.	Emergency Ingress & Egress Only
Dallas Drive	No access to Houston Ave.	8:00 a.m.	12:00 p.m.	Emergency Ingress & Egress Only
Kevin Lane	No access to Houston Ave.	8:00 a.m.	12:00 p.m.	Ingress & Egress via West Andrew
Del Mar Lane (south)	No access to Houston Ave. <i>All north of Houston access west Bransford to Rampart Lane to Orleans Lane</i>	8:00 a.m.	12:00 p.m.	Ingress & Egress via West Andrew
Tiara Lane	No access to Houston	8:00 a.m.	12:00 p.m.	Ingress & Egress via Bransford
Del Mar Lane (north)	No access to Houston	8:00 a.m.	12:00 p.m.	Ingress & Egress via Monterey Lane
Chartres Lane	No access to Houston	8:00 a.m.	12:00 p.m.	Ingress & Egress via Bourbon
Ozawa Circle	No access to Walker	8:00 a.m.	12:00 p.m.	Emergency Ingress & Egress Only
Marview Drive	No access to Walker	8:00 a.m.	12:00 p.m.	Ingress & Egress via west Marview
Paraguay Drive	No access to Walker	8:00 a.m.	12:00 p.m.	Ingress & Egress via Puerto Rico

2025 Event Street Closures

Thelma Avenue	No access to Walker	8:00 a.m.	12:00 p.m.	Ingress & Egress via Panama
Byrne Drive	No access to Walker	8:00 a.m.	12:00 p.m.	Emergency Ingress & Egress Only
Bouma Circle	No access to Walker	8:00 a.m.	12:00 p.m.	Emergency Ingress & Egress Only

Memorial Day Ceremony **Monday, May 26, 2025**

<u>Location</u>	<u>Restriction</u>	<u>Beginning</u>	<u>Ending</u>	<u>Alternatives</u>
Walker Street	Event Traffic <i>Thelma to La Palma Ave.</i>	9:00 a.m.	11:15 a.m.	Emergency ingress and egress only
Thelma	Limited access to Walker <i>No southbound access</i>	9:00 a.m.	11:15 a.m.	Ingress and egress via north Walker
Bouma/Byrne	Limited access to Walker <i>Access to north Walker Street only</i>	9:00 a.m.	11:15 a.m.	Escorted ingress & egress only, north on Walker

2025 Event Street Closures

Fitness Run for Fun Thursday, July 4, 2025

<u>Location</u>	<u>Restriction</u>	<u>Beginning</u>	<u>Ending</u>	<u>Alternatives</u>
Walker Street	Crescent to Houston <i>OCFA Fire Employees: Use Emergency Access Lane (easternmost lane of Walker St. at Thelma Ave) to access Fire Station -13 and La Palma Police Station.</i>	6:00 a.m.	10:00 a.m.	Emergency ingress & egress only
Ozawa Circle	No access to Walker Street	6:00 a.m.	10:00 a.m.	Emergency ingress & egress only
Houston Avenue	<i>Walker to Moody</i> <i>Chartres Lane, Toulouse Drive and Orleans</i>	7:00 a.m. 7:00 a.m.	9:00 a.m. 9:00 a.m.	Traffic directed to intersection where they may leave the area with impacting participants
Moody Avenue	Houston to Crescent <i>Northbound Lanes</i>	6:30 a.m.	10:00 a.m.	Traffic diverted as appropriate
Crescent Avenue	Moody to Walker Westbound Lanes	6:30 a.m.	10:00 a.m.	Traffic diverted as appropriate

City of La Palma

Agenda Item No. 5



MEETING DATE: March 4, 2025

TO: City Council

FROM: City Manager

SUBMITTED BY: Belinda Deines, Community Development Manager

AGENDA TITLE: 2024 Annual Housing Element Progress Report

RECOMMENDED ACTION:

It is recommended that the City Council receive and file the 2024 Annual Housing Element Progress Report.

BACKGROUND:

The State of California requires that every city and county submit an annual report on the jurisdiction's progress in implementing their certified General Plan Housing Element. The Annual Housing Element Progress Report (APR) must be submitted by April 1 of every year to the California Department of Housing and Community Development (HCD) and the Governor's Office of Planning and Research using the adopted form (Attachment 1).

On April 2, 2024, the City Council re-adopted the City's 2021-2029 6th Cycle Housing Element, which was found to be in substantial compliance with State housing laws and certified by HCD on May 20, 2024. The 2024 APR is the fourth report of the 6th Cycle 2021-2029 Housing Element.

DISCUSSION:

To address housing needs in California, State law requires that each jurisdiction adopt a Housing Element as a chapter of its General Plan. The Housing Element includes the City's housing strategy to plan for existing and project housing demand, identify adequate sites to accommodate the City's allocated share of regional housing needs, and analyze local policies, regulations, and requirements that have the potential to constrain development of housing for all income levels.

Regional Housing Needs Assessment (RHNA)

RHNA allocation is a "fair share" number of units in four income categories as determined by the Southern California Association of Governments (SCAG). The State assigned the total number of units needed for the region, and SCAG used future planned housing and jobs to determine the number for each city. La Palma's RHNA allocations for the planning period of June 30, 2021 to October 15,

2029 are as follows:

Cycle 6 RHNA Allocation (2021-2029)

Income Category	Number of Units
Very-Low Income Households (0-50% median)	112
Low Income Households (51-80% median)	140
Moderate Income Households (81-120% median)	137
Above Moderate Income Households (121%+ median)	301
TOTAL	802

In 2024, the official area median income for Orange County is \$129,000 (based on a 4-person household), as determined by the U.S. Department of Housing and Urban Development (HUD) and HCD.

In La Palma and other Orange County cities, the marketplace tends to naturally meet the demands for housing in the above moderate-income levels. Construction of any substantive number of housing in the very-low and low income household categories would require innovative application and partnerships of City, County, State, and non-profit groups to meet these housing allocations.

Annual Progress Report

The APR provides an update on housing unit production and housing program implementation from January 1 through December 31, 2024. To date, a total of ten (10) accessory dwelling units have been issued permits during the 6th Cycle planning period, of which five (5) low-income, non-deed restricted accessory dwelling units were issued permits in 2024. Housing program implementation is based on the certified 6th Cycle Housing Element, which began with the direction of the Economic Development/Land Use Ad-Hoc Committee in June 2024. Within six months, the City of La Palma achieved compliance with several housing programs and milestones including:

- Increase by 24% in County of Orange Housing Choice Voucher (Section 8) Program Participation in La Palma (from 63 to 78 households assisted) (Program 1)
- Entered into a Joint Powers Authority with California Municipal Finance Authority to preserve existing 272 low-income units from conversion to market-rate housing (Program 2)
- Adopted the 2024 Zoning Code Update, which amended portions of the La Palma Municipal Code in compliance with State housing laws and the City's Housing Element. Amendments include emergency shelter parking standards, low-barrier navigation centers, supportive housing, residential care facilities, and other changes to residential development standards to alleviate governmental constraints. (Program 8)
- Adopted a revised fee schedule to allow Planning fee waivers for new construction of affordable housing projects (Program 10)
- Launched fully digital permitting and licensing system to expedite processes and allow for online submittal, resulting in streamlined reviews and permit issuance to improve efficiency (Program 10)
- Approval an adult day care center use for developmentally disabled adults supported by the Regional Center of Orange County (Program 11)

NOTIFICATION AND FOLLOW-UP:

California Department of Housing and Community Development
Governor's Office of Planning and Research

FISCAL IMPACT:

None.

ATTACHMENTS:

1. 2024 Housing Element Annual Progress Report

Please Start Here

General Information	
Jurisdiction Name	La Palma
Reporting Calendar Year	2024
Contact Information	
First Name	Belinda
Last Name	Deines
Title	Community Development Manager
Email	bdeines@cityoflapalma.org
Phone	7146903336
Mailing Address	
Street Address	7822 Walker Street
City	La Palma
Zipcode	90623

Optional: Click here to import last year's data. This is best used when the workbook is new and empty. You will be prompted to pick an old workbook to import from. Project and program data will be copied exactly how it was entered in last year's form and must be updated. If a project is no longer has any reportable activity, you may delete the project by selecting a cell in the row and typing ctrl + d.

[Click here to download APR Instructions](#)

Click here to add rows to a table. If you add too many rows, you may select a cell in the row you wish to remove and type ctrl + d.

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Jurisdiction	La Palma		
Reporting Year	2024	(Jan. 1 - Dec. 31)	
Housing Element Planning Period	6th Cycle	10/15/2021 - 10/15/2029	

Building Permits Issued by Affordability Summary			
	Income Level		Current Year
	Very Low	Deed	0
		Restricted	
		Non-Deed	0
	Low	Restricted	
		Deed	0
		Non-Deed	5
	Moderate	Restricted	0
		Deed	
		Non-Deed	0
	Above Moderate		0
Total Units			5

Note: Units serving extremely low-income households are included in the very low-income

Units by Structure Type	Entitled	Permitted	Completed
Single-family Attached	0	0	0
Single-family Detached	0	0	0
2 to 4 units per structure	0	0	0
5+ units per structure	0	0	0
Accessory Dwelling Unit	5	5	1
Mobile/Manufactured Home	0	0	0
Total	5	5	1

Infill Housing Developments and Infill Units Permitted	# of Projects	Units
Indicated as Infill	5	5
Not Indicated as Infill	0	0

Housing Applications Summary	
Total Housing Applications Submitted:	0
Number of Proposed Units in All Applications Received:	0
Total Housing Units Approved:	0
Total Housing Units Disapproved:	0

Use of SB 423 Streamlining Provisions - Applications	
Number of SB 423 Streamlining Applications	0
Number of SB 423 Streamlining Applications Approved	0

Units Constructed - SB 423 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Streamlining Provisions Used - Permitted Units	# of Projects	Units
SB 9 (2021) - Duplex in SF Zone	0	0
SB 9 (2021) - Residential Lot Split	0	0
AB 2011 (2022)	0	0
SB 6 (2022)	0	0
SB 423 (2023)	0	0

Ministerial and Discretionary Applications	# of	Units
Ministerial	0	0
Discretionary	0	0

Density Bonus Applications and Units Permitted	
Number of Applications Submitted Requesting a Density Bonus	0
Number of Units in Applications Submitted Requesting a Density Bonus	0
Number of Projects Permitted with a Density Bonus	0
Number of Units in Projects Permitted with a Density Bonus	0

Housing Element Programs Implemented and Sites Rezoned	Count
Programs Implemented	13
Sites Rezoned to Accommodate the RHNA	0

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note: "-" indicates an optional field
Cells in green indicate data collection format.

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units																																																																																																																																																																																																								
Project Identifier				Unit Types		Affordability by Household Income - Completed Entitlement										Affordability by Household Income - Building Permits										Affordability by Household Income - Certificates of Occupancy										Streamlining		Enfil		Housing with Financial Assistance and/or Dead Restrictions		Housing without Financial Assistance or Dead Restrictions		Term of Affordability or Dead Restrictions		Demolished/Destroyed Units			Density Bonus				Notes																																																																																																																																																			
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40																																																																																																																																																																	
Plan APN	Current APN	Street Address	Project Name	Local Jurisdiction Tracking ID	Unit Count (Total Units)	Unit Type	Very Low Income Dead Restricted	Very Low Income Non Dead Restricted	Low Income Dead Restricted	Low Income Non Dead Restricted	Moderate Income Dead Restricted	Moderate Income Non Dead Restricted	Above Moderate Income	Entitled Units	# of Units with Entitlement	Very Low Income Dead Restricted	Very Low Income Non Dead Restricted	Low Income Dead Restricted	Low Income Non Dead Restricted	Moderate Income Dead Restricted	Moderate Income Non Dead Restricted	Above Moderate Income	Building Permits Issued	# of Units with Building Permits	Very Low Income Dead Restricted	Very Low Income Non Dead Restricted	Low Income Dead Restricted	Low Income Non Dead Restricted	Moderate Income Dead Restricted	Moderate Income Non Dead Restricted	Above Moderate Income	Certificate of Occupancy or other form of entitlement (see instructions) Date Issued	# of Units Issued Certificate of Occupancy or other form of entitlement	How many of the units were externally Low income?	Please select the date on which the project was APPROVED pursuant to any relevant ordinance	Is the project subject to any relevant ordinance?	Is the project subject to any relevant ordinance?	Is the project subject to any relevant ordinance?	Is the project subject to any relevant ordinance?	Is the project subject to any relevant ordinance?	Is the project subject to any relevant ordinance?	Is the project subject to any relevant ordinance?	Is the project subject to any relevant ordinance?	Is the project subject to any relevant ordinance?	Is the project subject to any relevant ordinance?	Is the project subject to any relevant ordinance?	Is the project subject to any relevant ordinance?	Is the project subject to any relevant ordinance?	Is the project subject to any relevant ordinance?	Is the project subject to any relevant ordinance?	Is the project subject to any relevant ordinance?	Is the project subject to any relevant ordinance?	Is the project subject to any relevant ordinance?	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Jurisdiction	La Palma	
Reporting Year	2024	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.
Please contact HCD if your data is different than the material supplied here

Table B Regional Housing Needs Allocation Progress Permitted Units Issued by Affordability														
		1	Projection Period	2									3	4
Income Level		RHNA Allocation by Income Level	Projection Period - 06/30/2021- 10/14/2021	2021	2022	2023	2024	2025	2026	2027	2028	2029	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	224	-	-	-	-	-	-	-	-	-	-	-	224
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-	-	
Low	Deed Restricted	140	-	-	-	-	-	-	-	-	-	-	10	130
	Non-Deed Restricted		-	-	3	2	5	-	-	-	-	-	-	
Moderate	Deed Restricted	137	-	-	-	-	-	-	-	-	-	-	-	137
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-	-	
Above Moderate		301	-	-	-	-	-	-	-	-	-	-	-	301
Total RHNA		802												
Total Units			-	-	3	2	5	-	-	-	-	-	10	792
Progress toward extremely low-income housing need, as determined pursuant to Government Code 65583(a)(1).														
		5		2021	2022	2023	2024	2025	2026	2027	2028	2029	6 Total Units to Date	7 Total Units Remaining
		Extremely low- Income Need												
Extremely Low-Income Units*		112		-	3	-	-	-	-	-	-	-	3	109

*Extremely low-income housing need determined pursuant to Government Code 65583(a)(1). Value in Section 5 is default value, assumed to be half of the very low-income RHNA. May be overwritten.

Please Note: Table B does not currently contain data from Table F or Table F2 for prior years. You may login to the APR system to see Table B that contains this data.

Note: units serving extremely low-income households are included in the very low-income RHNA progress and must be reported as very low-income units in section 7 of Table A2. They must also be reported in the extremely low-income category (section 13) in Table A2 to be counted as progress toward meeting the extremely low-income housing need determined pursuant to Government Code 65583(a)(1).

Please note: For the last year of the 5th cycle, Table B will only include units that were permitted during the portion of the year that was in the 5th cycle. For the first year of the 6th cycle, Table B will only include units that were permitted since the start of the planning period. Projection Period units are in a separate column.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

VLI Deed Restricted
VLI Non Deed Restricted

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Jurisdiction		La Palma	
Reporting Year		2024	(Jan. 1 - Dec. 31)
Table D			
Program Implementation Status pursuant to GC Section 65583			
Housing Programs Progress Report Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
1. Section 8 Rental Assistance	Support Orange County Housing Authority's efforts to increase amount of funding allocated to HUD programs; provide referrals annually; continue to participate on committee annually; Conduct outreach for HCV waitlist	Ongoing	In 2024, Orange County Housing Authority assisted 78 La Palma households in the Housing Choice Voucher program, which is an increase of an additional 15 households (+24%) from 2023. In October 2023, the HCV waitlist that has been closed for the past 12 years was released for a 10-day period. The program application and flyers (in multiple languages) were promoted through the City's social media.
2. Funding for Preservation and Rehabilitation of Affordable Housing	Apply for and utilize CDBG and HOME and/or other available funds annual to preserve and rehabilitate affordable housing units; Participate with non-profit housing entities to preserve at-risk affordable multi-family housing and/or convert market-rate housing into affordable housing	10/1/2025	In December 2024, the City received a request from the California Municipal Finance Authority (CMFA) to enter into a Joint Powers Authority in order to award a grant to the property owner of Casa La Palma Apartments with tax-exempt financing. The property is an existing, low-income 272-unit apartment complex at-risk of conversion in 2028. The action for the City to enter into the CMFA would record a new regulatory agreement which will maintain affordability for all 272 low-income units for another 30-year term.
3. Mortgage Assistance Certificate Program	Publicize mortgage programs in the City newsletter, public offices, and links on the City's website.	Ongoing	In 2024, Orange County Housing & Community Development confirmed that there are no Mortgage Assistance Program (MAP) loans in La Palma. Housing Resource Directory completed in 2024 and published on City's website.
4. Mortgage Credit Certificate Program	Publicize mortgage programs in the City newsletter, public offices, and links on the City's website.	Ongoing	Housing Resource Directory completed in 2024 and published on City's website.

5. Reverse Mortgage Program	Publicize mortgage programs in the City newsletter, public offices, and links on the City's website.	Ongoing	Housing Resource Directory completed in 2024 and published on City's website.
6. Section 202 Elderly or Handicapped Housing	Facilitate development by assisting with federal housing applications	10/1/2025	Orange County Housing & Community Development will accept CDBG applications in October/November 2025.
7. Home Spotlight Award Program	Recognize property owners for home improvements	Ongoing	Four (4) homes awarded home spotlight by City Council in 2024.
8. Emergency Shelters, Low Barrier Navigation Centers, Transitional and Supportive Housing, Residential Care Facilities and Agricultural Employee Housing	Develop Municipal Code amendments related to emergency shelter parking standards, low-barrier navigation centers, supportive housing, residential care facilities, and agricultural employee housing	12/1/2024	In December 2024, the City Council adopted the 2024 Zoning Code Update, which amended portions of the La Palma Municipal Code in compliance with State Housing Laws and the City's Housing Element. Amendments include emergency shelter parking standards, low-barrier navigation centers, supportive housing, residential care facilities, and other changes to residential development standards to alleviate governmental constraints as specified in the Housing Element.
9. Density Bonus	Promote development regulations; create handout and post on website	Ongoing	Housing Resource Directory completed in 2024 and published on City's website.
10. Residential Land Use Designations and Controls	Adopt new permit software system and online submittal portal; Eliminate Precise Plan for NSFD; Allow 3-story and increase maximum lot coverage for MFD; Adopt Objective Design Standards; Modify parking requirements to eliminate covered parking and reduce number of required spaces for unit s inclusive of guest parking, complete Municipal Code amendments	June 2024; December 2024; June 2025	In June 2024, the City Council adopted a revised fee schedule to allow Planning fee waivers for new construction of affordable housing projects. In August 2024, the City launched its fully digital permitting and licensing system to expedite processes and allow for online submittal through the new OpenGov Permit Portal, resulting in streamlined review and permit issuance to improve efficiency. In December 2024, the City Council adopted the 2024 Zoning Code Update, which included changes to residential development standards to alleviate governmental constraints. These changes include: reduction of multifamily parking standards, additional story count, Precise Plan exemption, and increase maximum lot coverage for multifamily. It is anticipated that the 2025 Zoning Code Update will include objective design standards, which under review by the Economic Development/Land Use Ad-Hoc Committee and is anticipated to be adopted by June 2025.

City of La Palma

Agenda Item No. 6



MEETING DATE: March 4, 2025

TO: City Council

FROM: City Manager

SUBMITTED BY: Joseph Cisneros, Deputy City Manager

AGENDA TITLE: Notice of Completion and Acceptance of Work for the City Facilities Painting Project, City Project No. 24-BLDG-01

RECOMMENDED ACTION:

It is recommended that the City Council accept the work and authorize staff to file the Notice of Completion and Acceptance of Work with the Orange County Recorder for the City Facilities Painting Project, City Project No. 24-BLDG-01.

SUMMARY:

As part of the City's Fiscal Year 2025 Capital Improvement Program, staff prepared plans and specifications to paint the following City facilities as follows:

Facility	Scope of Work
City Hall	All stucco surfaces, metal window frames, metal flashings
City Hall Railings	All metal railings
Police Department	All stucco surfaces, metal window frames, metal flashings
Fire Department	All stucco surfaces, metal window frames, metal flashings
Community Center/Central Park	All stucco surfaces, metal window frames, metal flashings

On April 9, 2024, the City advertised and solicited bids on OpenGov, the City's public bidding platform for Project No. 24-BLDG-01. On April 23, 2024, a mandatory pre-bid meeting was held and fifteen (15) firms attended. The scheduled bid date was set for April 30, 2024, and ten (10) bids were received. Staff reviewed all bid documents and confirmed Dulux Painting, Inc., dba Depot Painting submitted a bid and met all the bidding requirements.

At its meeting on August 6, 2024, the City Council awarded a contract in the amount of \$37,500 to Dulux Painting Inc. for construction services for the City Facilities Painting Project, City Project No. 24-BLDG-01. The work was substantially completed in January 2025.

The Contractor has completed the work and their quality of work is satisfactory. The final contract amount is \$43,500 based on actual quantities constructed with one (1) change order over the bid amount. The change orders involved painting the containers at the Police Department for a total change order amount of \$5,600.00. The project was completed per schedule and slightly over project budget.

The final 5% retention for the project is released to the contractor after the Notice of Completion and Acceptance of Work is recorded with the Orange County Recorder's Office. No liens or stop notices against the contractor or project have been received; therefore, the final 5% retention payment must be released to the contractor as per the contract documents.

FISCAL IMPACT:

The total budget allocated for this project was \$43,125, while the actual total expenditure amounted to \$43,500. This resulted in an overage of \$375, which was due to a change order issued during the project.

ATTACHMENTS:

1. Painting Project NOC Form Dulux

Free Recording in Accordance with
California Government Code
Section 273833

Recording Requested By
CITY OF LA PALMA

When Recorded Mail To:
CITY OF LA PALMA
7821 Walker Street
La Palma, CA 90623-1771

This Space is for Recorder's Use Only

**NOTICE OF COMPLETION
AND
ACCEPTANCE OF WORK**

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is an owner of an interest or estate in the hereinafter described real property, the nature of which interest or estate is public property.
2. The City of La Palma, 7822 Walker Street, La Palma, California 90623, as owner of the property hereinafter described caused improvement to be made, to wit:

Work includes the City Facilities Painting Project in the City of La Palma.

3. The name and address of the director contractor for the work of improvement as a whole is:

Dulux Painting, Inc
26 Rockinghorse Road
Rancho Palos Verdes, CA 90275

4. The notice is given for (check one):
 - ☐ Completion of the work improvement as a whole
 - ☐ Completion of a contract for a particular portion of the work of improvement (per CA Civ. Code § 8186)

The contract for the doing of which was heretofore entered into on the **6th** day of **August, 2024**, which contract was made with **Dulux Painting, Inc.** as Contractor; that the work was actually accepted on the **4th** day of **MARCH, 2025**; that title to said property is vested in the City of La Palma; that the surety for said Contractor is **LIBERTY MUTUAL SURETY**, that the property hereinbefore referred to and on which said improvement was made is described as follows:

City Facilities Painting Project

CITY OF LA PALMA

**FREE RECORDING IN ACCORDANCE WITH
GOVERNMENT CODE SECTION 27383
CITY OF LA PALMA**

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: March 4, 2025

Place: La Palma, CA

Joseph Cisneros, Deputy City Manager
City of La Palma

**STATE OF CALIFORNIA) SS
COUNTY OF ORANGE)**

VERIFICATION

I, **JOSEPH CISNEROS**, state; I am the Interim Public Works and Community Services Director of the City of La Palma identified in the foregoing Notice of Completion. I have read said Notice of Completion and know that contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **March 4, 2025** at **7822 Walker Street, City of La Palma.**

By

Joseph Cisneros, Deputy City Manager
City of La Palma

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

}

On _____ before me, _____

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.

Place Notary Seal Above

Signature

Signature of Notary Public

Signature of Notary Public

City of La Palma

Agenda Item No. 7



MEETING DATE: March 4, 2025

TO: City Council

FROM: City Manager

SUBMITTED BY: Ryan Hallett, Assistant City Manager

AGENDA TITLE: First Amendment to Agreement for Construction Services with Musco Sports Lighting, LLC

RECOMMENDED ACTION:

It is recommended that the City Council authorize the Mayor to sign the First Amendment to Agreement for Construction Services with Musco Sports Lighting, LLC.

SUMMARY

On March 5, 2024, the City Council awarded a \$268,961 contract to Musco Sports Lighting LLC for lighting improvements at the softball field and tennis/pickleball courts. At that meeting, staff inadvertently omitted a request for Council approval of the standard 15% contingency for change orders to address unforeseen issues. A change order totaling \$9,351 was submitted for additional work due to a construction start delay requested by the City after materials had already been shipped to the job site. This delay required the remobilization of construction crews and the use of additional equipment to transport the materials from the City Yard to Central Park.

Therefore, to process the payment for the change order, an amendment to the agreement with Musco Sports Lighting LLC is required. The amendment is attached for Council approval.

ATTACHMENTS:

1. First Amendment to Agreement for Construction Services

FIRST AMENDMENT TO AGREEMENT FOR CONSTRUCTION SERVICES

The following FIRST AMENDMENT TO AGREEMENT FOR CONSTRUCTION SERVICES (hereinafter, the 'First Amendment') is entered into as of March 4, 2025, by and between the CITY OF LA PALMA, CALIFORNIA a municipal corporation of the State of California, (the "City") and MUSCO SPORTS LIGHTING, LLC, an Iowa Limited Liability Company, ("Contractor"). The City and Contractor are referred to individually as "Party" and collectively as 'Parties.'

RECITALS

WHEREAS, the Parties previously entered into the AGREEMENT FOR CONSTRUCTION SERVICES, MUSCO SPORTS LIGHTING, LLC SOURCEWELL CONTRACT NO. 041123-MSL (the "Agreement") by which Contractor agreed to remove and install lighting fixtures at the Central Park Softball Field and Tennis Courts (the "Lighting Services");

WHEREAS, Section 5(a) of the Agreement provides that the Contractor would be provided compensation in the amount not to exceed \$191,128 for the Softball Field Base Bid and \$77,833 for the Tennis/Pickleball Court Alternative Bid 1;

WHEREAS, Contractor recently submitted a change order request for \$9,351 for additional work related to Agreement (the "Change Order");

WHEREAS, the City wishes to increase the maximum compensation amount allowed under the Agreement to allow for payment of the Change Order;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

1. Section 5(a) of the Agreement and Exhibit "A" is hereby amended to state as follows:

Compensation will be determined according to the schedule and/or amounts set forth in EXHIBIT "A", with a not to exceed amount of \$278,312 for both the Softball Field Base Bid and Tennis/Pickleball Court Alternate Bid 1.

Except as set forth in this First Amendment, each and all of the terms, conditions and covenants set forth in the Agreement shall remain in full force and effect.

[Signatures on the following page]

IN WITNESS WHEREOF, the City Council of the City of La Palma caused the Agreement to be subscribed by its Mayor and said Contractor has executed or caused this First Amendment to be executed by its duly authorized officer(s).

CITY OF LA PALMA

Mark I. Waldman
Mayor

ATTEST:

Kimberly Kenney
City Clerk, CMC

APPROVED AS TO FORM:
COLANTUONO, HIGHSMITH & WHATLEY, PC

Signed by:
By: Ajit Thind
EDF910A117CF485...

Ajit S. Thind, City Attorney

Signed by: CONTRACTOR
By: Mick Marchetti
2A1914606CD04CD...

Musco Sports Lighting

Title

City of La Palma

Agenda Item No. 8



MEETING DATE: March 4, 2025

TO: City Council

FROM: City Manager

SUBMITTED BY: Captain Jesse Amend

AGENDA TITLE: Resolution Approving the Acceptance of the Fiscal Year 2023 Urban Areas Security Initiative (UASI) Grant

RECOMMENDED ACTION:

It is recommended that the City Council adopt a Resolution approving the acceptance of the Urban Areas Security Initiative (UASI) Grant and authorize the City Manager, or his designee, to complete and sign all necessary materials to facilitate the grant.

SUMMARY

The Urban Areas Security Initiative (UASI) is one of the grant programs offered through the Homeland Security Grant Program (HSGP). The HSGP is one tool among a comprehensive set of measures authorized by Congress and implemented by the Administration to help strengthen the nation against risks associated with potential terrorist attacks.

The UASI grant program is designed to address the unique planning, equipment, training, and exercise needs of high-threat, high-density Urban Areas, and assist them in building an enhanced and sustainable capacity to prevent, protect against, respond to, and recover from acts of terrorism. The UASI grant program, as part of the HSGP, is meant to support the Federal government's larger, coordinated effort to strengthen homeland security preparedness.

Under the HSGP, the cities of Santa Ana and Anaheim were selected as core cities for the Orange County Metropolitan Area and are responsible for the management and administration of the UASI Grant Program. The City of Santa Ana has been awarded the amount of \$5,113,750 for the FY2023 UASI Grant, which can be used to purchase equipment or services for agencies (sub-recipients) within the aforementioned area, or reimburse the sub-recipient for the purchase of authorized equipment, exercise, services, or training in accordance with grant guidelines.

A signed agreement between the City and the City of Santa Ana is necessary for the City to receive applicable financial assistance through the FY2023 UASI Grant.

FISCAL IMPACT

There is no fiscal impact on the City, as the UASI grant does not require a matching contribution. The grant allows the City to obtain eligible equipment or services at no cost and provides opportunities for staff to participate in relevant exercises and training.

ATTACHMENTS:

1. Resolution
2. FY23 UASI Agreement

RESOLUTION NO. 2025-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LA PALMA ACCEPTING AN URBAN AREAS SECURITY
INITIATIVE (UASI) GRANT THROUGH THE DEPARTMENT
OF HOMELAND SECURITY**

WHEREAS, the Urban Areas Security Initiative (UASI) Grant provides monies to help strengthen the nation against risks associated with potential terrorist attacks, and

WHEREAS, the cities of Anaheim and Santa Ana were selected as Core Cities for the Orange County Metropolitan Area and are responsible for the management and administration of the UASI Grant Program, and

WHEREAS, this financial assistance is administered by the City of Santa Ana and is overseen by the California Governor's Office of Emergency Services (CalOES), and

WHEREAS, the UASI Grant is being provided to address the unique equipment, training, planning, and exercise needs of large urban areas, and to assist them in building an enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism.

NOW, THEREFORE, the City Council of La Palma hereby resolves as follows:

SECTION 1. The City of Santa Ana, as a Core City for the Anaheim/Santa Ana UASI Grant Program, will distribute FY23 UASI Grant Funds throughout the Anaheim/Santa Ana Urban Area.

SECTION 2. The City of La Palma will accept, as a sub-recipient, a UASI Grant from the federal Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) and the State of California Governor's Office of Emergency Services (CalOES), passed through to the City by the City of Santa Ana.

SECTION 3. The City Manager, or his designee, is hereby authorized to sign the FY23 Anaheim/Santa Ana UASI Agreement; to sign other related certifications and grant assurances; and to take any other actions required to facilitate the grant.

PASSED, APPROVED AND ADOPTED by the City Council of the City of La Palma at a regular meeting held on the 4th day of March 2025.

Mark I. Waldman
Mayor

Resolution No. 2025-
Page 1 of 3

ATTEST:

Kimberly Kenney, CMC
City Clerk

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS
CITY OF LA PALMA)

I, Kimberly Kenney, City Clerk of the City of La Palma, California DO HEREBY CERTIFY that the foregoing resolution was adopted by the City Council of said City at a regular meeting of the City Council held on the 4th day of March 2025, and that it was so adopted by called vote as follows:

AYES:

NOES:

ABSENT:

Kimberly Kenney, CMC
City Clerk

AGREEMENT

SUB-RECIPIENT: CITY OF LA PALMA

City Contract Number _____

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EXHIBITS

Exhibit A	CalOES FY2023 Grant Assurances
Exhibit B	Certification Regarding Debarment, Suspension and Other Responsibility Matters
Exhibit C	Certification Regarding Lobbying

Agreement Number: _____

AGREEMENT FOR TRANSFER OR PURCHASE OF EQUIPMENT/SERVICES OR
FOR REIMBURSEMENT OF TRAINING COSTS
FOR FY2023 URBAN AREAS SECURITY INITIATIVE (UASI)

BETWEEN
THE CITY OF SANTA ANA
AND CITY OF LA PALMA

THIS AGREEMENT is made and entered into this ____ day of _____, 2024, by and between the CITY OF SANTA ANA, a municipal corporation (the "CITY"), and CITY OF LA PALMA, a municipal corporation (the "SUB-RECIPIENT" or "Contractor").

W I T N E S S E T H

WHEREAS, CITY, acting through the Santa Ana Police Department in its capacity as a Core City for the Anaheim/Santa Ana Urban Area under the FY2023 Urban Areas Security Initiative, has applied for, received and accepted a grant entitled "FY 2023 Urban Areas Security Initiative" from the federal Department Of Homeland Security(DHS) Federal Emergency Management Agency (FEMA), through the State of California Governor's Office of Emergency Services (CalOES), to enhance countywide emergency preparedness (the "grant"), as set forth in the grant guidelines and assurances that are incorporated to this Agreement by reference and located at:

U.S. Department of Homeland Security "Fiscal Year 2023 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity (NOFO)"
<https://www.fema.gov/print/pdf/node/652405>

California Office of Emergency Services "FY2023 Homeland Security Grant Program: California Supplement to Federal Program Guidance" <https://www.caloes.ca.gov/wp-content/uploads/Grants/Documents/FY2023-HSGP-State-Supplement.pdf>

Copies of the grant guidelines shall be retained in the Anaheim/Santa Ana Grant Office.

WHEREAS, this financial assistance is administered by the CITY OF SANTA ANA ("CITY") and is overseen by the California Governor's Office of Emergency Services ("CalOES"); and

WHEREAS, this financial assistance is being provided to address the unique equipment, training, planning, and exercise needs of large urban areas, and to assist them in building an enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism; and

WHEREAS, the Anaheim/Santa Ana Urban Area ("ASAUA") consists of 34 cities in Orange County, including the City of Anaheim and the City of Santa Ana, the County of Orange, Santa Ana Unified School District Police, California State University, Fullerton,

University of California, Irvine, Municipal Water District of Orange County, and the Orange County Fire Authority; and

WHEREAS, the Office of Grants Management ("OGM") awarded a FY2023 UASI Grant of \$5,113,750 ("Grant Funds") to the CITY OF SANTA ANA, as a Core City, for use in the ASUA; and

WHEREAS, the CITY has designated the Chief of Police, or his designee and the Santa Ana Police Department, Emergency Management Director ("UASI Grant Office") to provide for terrorism prevention and emergency preparedness; and

WHEREAS, the UASI Grant Office now wishes to distribute FY2023 UASI Grant Funds throughout the ASUA, as further detailed in this Agreement ("Agreement") to CITY OF LA PALMA ("SUB-RECIPIENT") and others;

WHEREAS, the CITY and SUB-RECIPIENT are desirous of executing this Agreement as authorized by the City Council and the Chief of Police which authorizes the CITY to prepare and execute the Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I. INTRODUCTION

§101. Parties to the Agreement

The parties to this Agreement are:

- A. The CITY, a municipal corporation, having its principal office at 20 Civic Center Plaza, Santa Ana, CA 92702; and
- B. CITY OF LA PALMA, a municipal corporation, having its principal office at 7792 Walker Street, La Palma, CA 90623.

§102. Representatives of the Parties and Service of Notices

- A. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

- 1. The representative of the City of Santa Ana shall be, unless otherwise stated in the Agreement:

Jose Gonzalez, Commander
Santa Ana Police Department
Homeland Security Division
60 Civic Center Plaza
Santa Ana, CA 92702
Phone: (714) 245-8009
jgonzalez@santa-ana.org

- 2. The representative of CITY OF LA PALMA shall be:

Name: JOE GUERRERO

Title: CHIEF OF POLICE

Sub Recipient Name: _____

Sub Recipient Address: 7792 WALKER ST.

City LA PALMA State: Ca. Zip: 90623

Phone: (714) 690-3368

E-mail: jguerrero@cityoflapalma.org

- B. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

- C. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accord with this section, within five (5) business days of said change.

§103. Independent Party

SUB-RECIPIENT is acting hereunder as an independent party, and not as an agent or employee of the CITY OF SANTA ANA. No employee of SUB-RECIPIENT is, or shall be an employee of the CITY OF SANTA ANA by virtue of this Agreement, and SUB-RECIPIENT shall so inform each employee organization and each employee who is hired or retained under this Agreement. SUB-RECIPIENT shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the CITY OF SANTA ANA.

§104. Conditions Precedent to Execution of This Agreement

SUB-RECIPIENT shall provide copies of the following documents to the CITY OF SANTA ANA, unless otherwise exempted.

- A. Standard Assurances (Grant Assurances) in accordance with section 412A of this Agreement attached hereto as Exhibit A and made part hereof.
- B. Certifications Regarding Ineligibility, Suspension and Debarment as required by Executive Order 12549 in accordance with Section 412 of this Agreement and attached hereto as Exhibit B and made a part hereof.
- C. Certifications and Disclosures Regarding Lobbying in accordance with Section 412C of this Agreement and attached hereto as Exhibit C and made a part hereof. SUB-RECIPIENT shall also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by SUB-RECIPIENT.

I. TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall commence on 9/1/2023 and end on 3/31/2026 or upon the final disbursement of all of the Grant Amount (as defined in Section 301) and any additional period of time as is required to complete any necessary close out activities. Said term is subject to the provisions herein.

§202. Use of Grant Funds

- A. CITY may, a) transfer to SUB-RECIPIENT, equipment or services purchased with grant funds and in accordance with grant guidelines set forth above; or, b) reimburse SUB-RECIPIENT for purchase of authorized equipment, exercises, services or training upon receiving prior written approval from CITY or its designee and in accordance with grant guidelines and in full compliance with all of the SUB-RECIPIENT'S purchasing and bidding procedures. SUB-RECIPIENT shall specify the equipment, services, exercises and training to be purchased using the Application for Project Funding. A paper copy of this document will be provided to SUB- RECIPIENT by CITY. In addition, a compact disc with a copy of the document will be provided to SUB-RECIPIENT by CITY. If additional copies of the document are needed, SUB-RECIPIENT may contact the Santa Ana Grant Coordinator and it will be provided.
- B. SUB-RECIPIENT shall provide any reports requested by the CITY regarding the performance of the Agreement. Reports shall be in the form requested by the CITY, and shall be provided in a timely manner.
- C. SUB-RECIPIENT shall provide the CITY a copy of its most current procurement guidelines and follow its own procurement requirements as long as they meet the minimum federal requirements. Federal procurement requirements for the FY2023 UASI Grant can be found at 2 Code of Federal Regulations (CFR) Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."
- D. The Authorized Equipment List (AEL) is a list of the allowable equipment which may be purchased pursuant to this Agreement and is located at <https://www.fema.gov/authorized-equipment-list>, and incorporated to this Agreement by reference. A copy of the AEL shall be retained in the Anaheim/Santa Ana Grant Office. Unless otherwise stated in program guidance any equipment acquired pursuant to this Agreement shall meet all mandatory regulations and/or DHS-adopted standards to be eligible for purchase using grant funds.

Any equipment acquired or obtained with Grant Funds:

1. Shall be made available under the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services,

and law enforcement agencies within the jurisdiction of the applicant;

2. Shall be consistent with needs as identified in the National Priorities and Core Capabilities, the State Homeland Security Strategy and the Anaheim/Santa Ana Urban Area and Orange County Operational Area Homeland Security Grants Strategy, the Threat Hazard Identification and Risk Assessment (THIRA), the State Preparedness Report; and deployed in conformance with those plans;
3. Shall be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan;
4. Shall be subject to the requirements of Title 2 CFR Part 200.313 and 200.314. For the purposes of this subsection, "Equipment" is defined as nonexpendable property that is not consumed or does not lose its identity by being incorporated into another item of equipment, which costs \$5,000 or more per unit, or is expected to have a useful life of one (1) year or more.
5. Shall be used by SUB-RECIPIENT in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer useful for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.
6. Shall be made available for use on other projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the awarding agency.
7. Shall be recorded on a ledger. The record shall include: (a) description of the item of Equipment, (b) serial number or other identification number, (c) the source of funding for the property (including FAIN); (d) who holds the title, (e) date of acquisition; (f) the per unit acquisition cost of the Equipment, (g) percentage of federal participation in the project costs for the Federal award under which the property was acquired, (h) location, and (i) use and condition of Equipment, and (j) ultimate disposition data including the date of disposal and sale price of the property. Records must be retained pursuant to 2 CFR Part 200.313.
8. All equipment obtained under this Agreement shall have an ASAUA identification decal affixed to it, and, when practical, shall be affixed where it is readily visible.
9. A physical inventory of the Equipment shall be taken and the results reconciled with the Equipment records at least once every two years.

Inventory shall also be taken prior to any UASI, State or Federal monitor visits.

10. SUB-RECIPIENT shall exercise due care to preserve and safeguard equipment acquired with grant funds from damage or destruction and shall provide regular maintenance and such repairs for said equipment as necessary, in order to keep said equipment continually in good working order. Such maintenance and servicing shall be the sole responsibility of SUB-RECIPIENT, who shall assume full responsibility for maintenance and repair of the equipment throughout the life of said equipment.
 11. SUB-RECIPIENT shall identify a Point-of-Contact (POC) to be responsible for all Equipment prior to the receipt of the item(s). POC will serve as the custodian of the Equipment. SUB-RECIPIENT shall notify the CITY of any change in the POC and assume the responsibility of advising the new custodian of all UASI grant program guidelines and requirements.
 12. SUB-RECIPIENT shall contact the ASUA Grant Office prior to initiating the disposition process. Disposal of equipment shall be conducted pursuant to 2 CFR Part 200.313. The ASUA will contact the awarding agency for disposition instructions, if necessary, prior to any action being taken.
- E. Any training paid pursuant to this Agreement shall conform to the guidelines as listed in FY2023 Homeland Security Grant Program, as set forth above. All training expenses must be pre-authorized by CalOES. A catalogue of Grantor approved and sponsored training courses is available at <https://cdp.dhs.gov/>.
 - F. Any exercise paid pursuant to this Agreement shall conform to the guidelines as listed in FY2023 Homeland Security Grant Program, as set forth above. Detailed Homeland Security Exercise and Evaluation Program Guidance is available at <https://www.fema.gov/emergency-managers/national-preparedness/exercises/hseep>.
 - G. Any planning paid pursuant to this Agreement shall conform to the guidelines as listed in FY2023 Homeland Security Grant Program, as set forth above.
 - H. Any organizational activities paid pursuant to this Agreement shall conform to the guidelines as listed in FY2023 Homeland Security Grant Program, as set forth above.

III. PAYMENT

§301. Payment of Grant Funds and Method of Payment

- A. CITY may, a) transfer to SUB-RECIPIENT, equipment or services purchased with grant funds; or, b) reimburse SUB-RECIPIENT for the purchase of authorized equipment, exercises, services or training upon receiving prior written approval from CITY or its designee and in accordance with grant guidelines and in full compliance with all of the SUB-RECIPIENT'S purchasing and bidding procedures. SUB-RECIPIENT shall specify the equipment, exercises, services or training to be purchased using the Application for Project Funding. A copy of this document will be provided to SUB-RECIPIENT by CITY. If additional copies of the document are needed, SUB-RECIPIENT may contact the Santa Ana Grant Coordinator and it will be provided. Funds may be used for planning, exercises, organizational and training activities, and the purchase of equipment as described in Section 202 above.
- B. SUB-RECIPIENT shall provide invoices to the CITY requesting payment and all supporting documentation. Each reimbursement request shall be accompanied by the Reimbursement Request for Grant Expenditures detailing the expenditures made by SUB-RECIPIENT as authorized by Section 202 above. Each reimbursement request shall be submitted to the Santa Ana UASI Grant Office. For equipment for which SUB-RECIPIENT is requesting reimbursement, all appropriate back-up documentation must be attached to the reimbursement form, including invoices, proof of payment, packing slips, and Equipment Reimbursement Worksheet. For training reimbursements, SUB-RECIPIENT must include a copy of any certificates issued or a copy of the class roster verifying training attendees, proof that a CalOES tracking number has been assigned to the course, timesheets and payroll registers for all training attendees, receipts for travel expenses related to the training, and Training Reimbursement Worksheet. For regional project reimbursements, SUB-RECIPIENT must include approval from the lead agency for all submitted invoices.
- C. Payment of final invoice shall be withheld by the CITY until the SUB-RECIPIENT has turned in all supporting documentation and completed the requirements of this Agreement.
- D. It is understood that the CITY makes no commitment to fund this Agreement beyond the terms set forth herein.
- E. Funding for all periods of this Agreement is subject to the continuing availability to the CITY of federal funds for this program. The Agreement may be terminated immediately upon written notice to SUB-RECIPIENT of a loss or reduction of federal grant funds.

IV. STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party. The word "Sub-recipient" herein and in any amendments hereto includes the party or parties identified in this Agreement. The singular shall include the plural. If there is more than one Sub-recipient as identified herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

§402. Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the CITY. This Agreement shall be enforced and interpreted under the laws of the State of California and the CITY.

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining portions of provisions shall not be affected thereby.

§403. Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only by a written instrument executed by both parties hereto.

§404. Excusable Delays

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension.

Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

§405. Breach

Except for excusable delays, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§406. Prohibition Against Assignment or Delegation

SUB-RECIPIENT may not, unless it has first obtained the written permission of the CITY:

- A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§407. Permits

SUB-RECIPIENT and its officers, agents and employees shall obtain and maintain all permits and licenses necessary for SUB-RECIPIENT performance hereunder and shall pay any fees required therefore. SUB-RECIPIENT further certifies to immediately notify the CITY of any suspension, termination, lapses, non-renewals or restrictions of licenses, certificates, or other documents.

§408. Bonds

SUB-RECIPIENT must purchase a performance bond for any equipment item over \$250,000 or any vehicle (including aircraft or watercraft) financed with homeland security funds. SUB-RECIPIENT must provide a copy of performance bond to CITY no later than the time of reimbursement.

§409. Indemnification

To the fullest extent of the law, SUB-RECIPIENT agrees to indemnify, defend, and hold harmless the City of Santa Ana, its officers, agents, employees, representatives and designated volunteers from and against any and all claims, demands, defense costs, or liability of any kind or nature arising out of or resulting from, or any way connected with SUB-RECIPIENT'S acts, errors or omissions in the performance of SUB-RECIPIENT'S services or use of grant funds under the terms of this Agreement.

§410. Conflict of Interest

- A. SUB-RECIPIENT covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract supported (in whole or in part) by Federal funds where such person is a

director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
3. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

B. Definitions:

1. The term "immediate family" includes but is not limited to domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father in law, mother in law, brother in law, sister in law, son in law, daughter in law.
 2. The term "financial or other interest" includes but is not limited to:
 - a. Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
 - b. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.
- C. The SUB-RECIPIENT further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
- D. The SUB-RECIPIENT shall not subcontract with a former director, officer, or employee within a one year period following the termination of the relationship between said person and the Contractor.
- E. Prior to obtaining the CITY'S approval of any subcontract, the SUB-RECIPIENT shall disclose to the CITY any relationship, financial or otherwise, direct or indirect, of the SUB-RECIPIENT or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.

- F. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the SUB-RECIPIENT, State of California, and Federal regulations regarding conflict of interest.
- G. The SUB-RECIPIENT warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement.
- H. The SUB-RECIPIENT covenants that no member, officer or employee of SUB-RECIPIENT shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.
- I. The SUB-RECIPIENT shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project and shall substitute the term "subcontractor" for the term "SUB-RECIPIENT" and "sub subcontractor" for "Subcontractor".

§411. Restriction on Disclosures

Any reports, analysis, studies, drawings, information, or data generated as a result of this Agreement are to be governed by the California Public Records Act (California Government Code Sec. 6250, et seq.).

§412. Statutes and Regulations Applicable To All Grant Contracts

A. Compliance with Grant Assurances

To obtain the Grant Funds, the Grantor required an authorized representative of the CITY to sign certain promises regarding the way the Grant Funds would be spent ("Grant Assurances"), attached hereto as Exhibit A. By signing these Grant Assurances, the CITY became liable to the Grantor for any funds that are used in violation of the grant requirements. SUB-RECIPIENT shall be liable to the Grantor for any funds the Grantor determines SUB-RECIPIENT used in violation of these Grant Assurances. SUB-RECIPIENT shall indemnify and hold harmless the CITY for any sums the Grantor determines SUB- RECIPIENT used in violation of the Grant Assurances.

- B. SUB-RECIPIENT shall comply with all applicable requirements of state, federal, county and SUB-RECIPIENT laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. SUB-RECIPIENT shall comply with state and federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. SUB-RECIPIENT shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. Office of Management and Budget (OMB) Circulars

SUB-RECIPIENT shall comply with 2 Code of Federal Regulations (CFR) Part 200 (Uniform Administrative, Cost Principles, and Audit Requirements for Federal Awards).

2. Single Audit Act

If Federal funds are used in the performance of this Agreement, SUB-RECIPIENT shall adhere to the rules and regulations of the Single Audit Act, 31 USC Sec. 7501 et seq.; Title 2 Code of Federal Regulations, Part 200, Subpart F Audit Requirements; and any administrative regulation or field memos implementing the Act. When reporting under on the FY2023 UASI Grant Program under the Single Audit Act, SUB-RECIPIENT shall use Catalog of Federal Domestic Assistance (CFDA) Program Number 97.067 "Homeland Security Grant Program"; Grant Identification Number 2023-0042; and identify the City of Santa Ana as the Pass-Through.

3. False Claims Act

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

4. Records Maintenance

Records, in their original form, shall be maintained in accordance with requirements prescribed by the CITY with respect to all matters covered on file for all documents specified in this Agreement.

Original forms are to be maintained on file for all documents specified in this Agreement. Such records shall be retained for a period of three (3) years after the CITY receives notification of grant closeout from CalOES, and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. The CITY may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, shall at all times be retained within the County of Orange unless authorization to remove them is granted in writing by the CITY.

The Contractor agrees to provide SUB-RECIPIENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized

representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the SUB-RECIPIENT and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

5. Subcontracts and Procurement

SUB-RECIPIENT shall comply with the federal and SUB- RECIPIENT standards in the award of any subcontracts. For purposes of this Agreement, subcontracts shall include but not be limited to purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts.

SUB-RECIPIENT shall ensure that the terms of this Agreement with the CITY are incorporated into all Subcontractor Agreements. The SUB-RECIPIENT shall submit all Subcontractor Agreements to the CITY for review prior to the release of any funds to the subcontractor. The SUB-RECIPIENT shall withhold funds to any subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective Subcontractor Agreement.

a. Recovered Materials

SUB-RECIPIENT shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or at a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

b. Domestic Preference for Procurements/ Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

SUB-RECIPIENT should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

The Applicant must comply with the "Build America, Buy America" Act (BABAA), enacted as part of the Infrastructure Investment and Jobs Act and Executive Order 14005. Applicants receiving a federal award subject to BABAA requirements may not use federal financial assistance funds for infrastructure projects unless:

- (a) All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (b) All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (c) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The "Buy America" preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a "Buy America" preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

6. Civil Rights

SUB-RECIPIENT shall comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of

the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) The Age Discrimination act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601, et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (j) the requirements of any other nondiscrimination statute(s) which may apply to the application; and (k) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

7. Equal Employment Opportunity

The regulation at 41 C.F.R. § 60-1.4(b) requires, except as otherwise provided or exempted in 41 C.F.R. Part 60, the insertion of the following contract clause: "During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation

of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other

8. Davis-Bacon Act

If applicable per the standard described above, the NFE must include the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.

9. Copeland "Anti-Kickback" Act.

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

10. Contract Work Hours and Safety Standards Act

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages* CITY OF LA PALMA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

11. Environmental Standards

a. Clean Air Act

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

The contractor agrees to report each violation to the SUB-RECIPIENT and understands and agrees that the SUB-RECIPIENT will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

b. Federal Water Pollution Control Act (33 USC 1251)

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*

The contractor agrees to report each violation to the SUB-RECIPIENT and understands and agrees that the SUB-RECIPIENT will, in turn, report each violation as required to assure notification to the City of Santa Ana, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

12. Telecommunications

- (a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the

meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) *Prohibitions.*

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

(1) This clause does not prohibit contractors from providing—

- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that:
 - i. Are *not used* as a substantial or essential component of any system; *and*
 - ii. Are *not used* as critical technology of any system.
- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

C. Statutes and Regulations Applicable To This Particular Grant

SUB-RECIPIENT shall comply with all applicable requirements of state and federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular grant program. SUB-RECIPIENT shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. Title 2 Code of Federal Regulations (CFR) Part 200; EO 12372; Department of Justice (DOJ) Office of Judicial Programs (OJP) Office of the Comptroller, U.S. Department of Homeland Security, Preparedness Directorate Financial Management Guide; U.S. Department of Homeland Security, Office of Grants and Training, FY 2020 Homeland Security Grant Program –Notice of Funding Opportunity; ODP WMD Training Course Catalogue; and DOJ Office for Civil Rights.

Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code Chapter 7 of Division 1 of Title 2, § 8607.1(e) and CCR Title 19, §§ 2445-2448.

Provisions of 44 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services; Part 38, Equal Treatment of Faith-based Organizations; Part 42, Nondiscrimination/Equal employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 64, Floodplain Management and Wetland Protection Procedures; Federal laws or regulations applicable to federal Assistance Programs; Part 69, New Restrictions on Lobbying; Part 70, Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-Profit Organizations; and Part 83, Government- Wide Requirements for a Drug Free Workplace (grants).

2. Travel Expenses

SUB-RECIPIENT as provided herein may be compensated for SUB-RECIPIENT'S reasonable travel expenses incurred in the performance of this Agreement, to include travel and per diem, unless otherwise expressed. Travel including in-State and out-of- State travel shall not be reimbursed without prior written authorization from the UASI Grant Office.

SUB-RECIPIENT'S travel and per diem reimbursement costs shall be reimbursed based on the SUB-RECIPIENT'S travel policies and procedures. If SUB-RECIPIENT does not have established travel policies and procedures,

SUB-RECIPIENT'S reimbursement rates shall not exceed the amounts established under 5 U.S.C 5701-11, ("Travel and Subsistence Expenses; Mileage Allowances"), or by the Administrator of General Services, or by the President (or his or her designee) pursuant to any provisions of such subchapter must apply to travel under federal awards (48 CFR 31.205-46(a)).

3. Debarment and Suspension

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by SUB-RECIPIENT. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to CITY OF LA PALMA, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

4. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

5. Noncompliance

SUB-RECIPIENT understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds, and repayment by SUB-RECIPIENT to CITY of any unlawful expenditures.

§413. Federal, State and Local Taxes

Federal, State and local taxes shall be the responsibility of SUB-RECIPIENT as an independent party and not as a CITY employee.

§414. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

If any project produces any invention or discovery (Invention) patentable or otherwise under title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, the SUB-RECIPIENT shall report the fact and disclose the Invention promptly and fully to the CITY. The CITY shall report the fact and disclose the Invention to the Grantor. Unless there is a prior agreement between the CITY and the Grantor, the Grantor shall determine whether to seek protection on the Invention. The Grantor shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of title 35 U.S.C. Sections 200, et seq. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983); and Executive Order 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp., p. 262). SUB-RECIPIENT hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy.

B. Rights to Use Inventions

CITY shall have an unencumbered right, and a non-exclusive, irrevocable, royalty- free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

C. Copyright Policy

1. Unless otherwise provided by the terms of the Grantor or of this Agreement, when copyrightable material ("Material") is developed under this Agreement, the author or the CITY, at the CITY'S discretion, may copyright the Material. If the CITY declines to copyright the Material, the CITY shall have an unencumbered right, and a non-exclusive, irrevocable, royalty- free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement.
2. The Grantor shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed

under this Agreement or any Copyright purchased under this Agreement.

3. SUB-RECIPIENT shall comply with all applicable requirements in the Code of Federal Regulations related to copyrights and copyright policy.
4. License and Delivery of Works Subject to Copyright and Data Rights. The Contractor grants to the CITY OF LA PALMA a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the CITY OF LA PALMA or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the CITY OF LA PALMA data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the CITY OF LA PALMA.

D. Rights to Data

The Grantor and the CITY shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. Section 401 or 402, the Grantor acquires the data under a copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights. (48 CFR 27.404(a)).

E. Obligations Binding on Subcontractors

SUB-RECIPIENT shall require all subcontractors to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

F. No Obligation by Federal Government

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

It is the policy of the CITY to provide minority business enterprises (MBEs), women business enterprises (WBEs) and all other business enterprises an equal opportunity to participate in the performance of all SUB-RECIPIENT contracts, including procurement, construction and personal services. This policy applies to all Contractors and Sub-Contractors.

V

DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

Should SUB-RECIPIENT fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the CITY reserves the right to terminate the Agreement, reserving all rights under state and federal law.

§502. Amendments

Any change in the terms of this Agreement, including changes in the services to be performed by SUB-RECIPIENT and any increase or decrease in the amount of compensation which are agreed to by the CITY and SUB-RECIPIENT shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

SUB-RECIPIENT agrees to comply with all future CITY directives, or any rules, amendments or requirements promulgated by the CITY affecting this Agreement.

VI
ENTIRE AGREEMENT

§601. Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. Neither verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

§602. Number of Pages and Attachments

This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement includes thirty-two (32) pages and three (3) Exhibits which constitute the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the City and CITY OF LA PALMA have caused this Agreement to be executed by their duly authorized representatives on the date first set forth above.

ATTEST:

ATTEST:

By: _____
JENNIFER L. HALL
City Clerk

THERESA BASS
City Clerk

RECOMMENDED FOR APPROVAL:

SUB-RECIPIENT
CITY OF LA PALMA
UEI #UU8GVBB2MKX5

By: _____
ROBERT RODRIGUEZ
Acting Chief of Police

By: _____
Printed Name JOE GUERRERO
Title Police Chief



APPROVED AS TO FORM:

APPROVED AS TO FORM

By: _____
TAMARA BOGOSIAN
Senior Assistant City Attorney

By: _____
Printed Name _____
Title _____

CITY OF SANTA ANA

By: _____
ALVARO NUNEZ
City Manager

EXHIBIT A

California Governor's Office of Emergency Services FY2023 Grant Assurances (All HSGP Applicants)

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

The requirements outlined in these assurances apply to Applicant and any of its subrecipients.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) Federal Preparedness Grants Manual;
- (d) California Supplement to the NOFO; and
- (e) Federal and State Grant Program Guidelines.

Federal Regulations

Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the [Office of Management and Budget \(OMB\)](http://www.whitehouse.gov/omb/) and can be found at <http://www.whitehouse.gov/omb/>.

In the event Cal OES determines that changes are necessary to the subaward after a subaward has been made, including changes to period of performance or terms and conditions, Applicants will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Applicant acceptance of the changes to the subaward.

State and federal grant award requirements are set forth below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority

The Applicant will obtain proof of authority from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or

- authorized body;
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body;
 - (d) The Applicant is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and
 - (e) The official executing this agreement is authorized by the Applicant.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance

The period of performance is specified in the Award. The Applicant is only authorized to perform allowable activities approved under the award, within the period of performance.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The Applicant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501- 1508 and §§ 7324-7328) which limit the political activities of employees whose principle employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to

support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.214 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its subrecipients:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (4)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all state and federal statutes relating to non-discrimination, including:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits

- discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
 - (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);
 - (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
 - (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
 - (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
 - (k) Department of Homeland Security (DHS) policy to ensure the equal treatment of faith-based organizations, under which the Applicant must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
 - (l) The Applicant will comply with California's Fair Employment and Housing Act (FEHA) (California Government Code §§12940-12957), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;
 - (m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
 - (n) The requirements of any other nondiscrimination statute(s) that may apply to this application.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, including:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); and
- (m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: (1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease-and-desist order pursuant to section 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending \$750,000 or more in federal grant funds annually, the Applicant will perform the required financial and compliance audits in accordance with the

Single Audit Act Amendments of 1996 and 2 C.F.R., Part 200, Subpart F Audit Requirements.

9. Cooperation and Access to Records

The Applicant must cooperate with any compliance reviews or investigations conducted by DHS. In accordance with 2 C.F.R. § 200.337, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit the Applicant's employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment - The Applicant will comply with 31 U.S.C §§ 3729-3733 which provides that Applicant shall not submit a false claim for payment, reimbursement, or advance.

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), including but not limited to (a) the reporting of subawards obligating \$30,000 or more in federal funds, and (b) executive compensation data for first-tier subawards as set forth in 2 C.F.R. Part 170, Appendix A. The Applicant also agrees to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

13. Whistleblower Protections

The Applicant must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits the Applicant or its subrecipients from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the

- Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et seq.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non- profit organizations.

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires federal award subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.); and
- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved

plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

The Applicant is required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication.

Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code §7920.000 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

**HOMELAND SECURITY GRANT PROGRAM (HSGP) –
PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS**

21. Acknowledgment of Federal Funding from DHS

The Applicant must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

22. Activities Conducted Abroad

The Applicant must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

23. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. If the Applicant collects PII, the Applicant is required to have a publicly-available privacy policy that describes standards on the usage and maintenance of PII they collect. The Applicant may refer to the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as a useful resource.

24. Copyright

The Applicant must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of United States Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

25. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2

C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude the Applicant from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

26. Energy Policy and Conservation Act

The Applicant must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

27. Federal Debt Status

The Applicant is required to be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

28. Fly America Act of 1974

The Applicant must comply with Preference for United States Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

29. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, the Applicant must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

30. Non-supplanting Requirement

If the Applicant receives federal financial assistance awards made under programs that prohibit supplanting by law, the Applicant must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non- federal sources.

31. Patents and Intellectual Property Rights

Unless otherwise provided by law, the Applicant is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. The Applicant is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

32. SAFECOM

If the Applicant receives federal financial assistance awards made under programs that provide emergency communication equipment and its related activities, the Applicant must

comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

33. Terrorist Financing

The Applicant must comply with Executive Order 13224 and United States law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. The Applicant is legally responsible for ensuring compliance with the Order and laws.

34. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the Applicant's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Applicant must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

35. USA Patriot Act of 2001

The Applicant must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.

36. Use of DHS Seal, Logo, and Flags

The Applicant must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

37. Performance Goals

In addition to the Biannual Strategy Implementation Report submission requirements outlined in the Preparedness Grants Manual, the Applicant must demonstrate how the grant-funded project addresses the core capability gap associated with each project and identified in the Threat and Hazard Identification and Risk Analysis or Stakeholder Preparedness Review or sustains existing capabilities, as applicable. The capability gap reduction or capability sustainment must be addressed in the Project Description of the BSIR for each project.

38. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon the Applicant and flow down to any of its subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

39. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

The Applicant must comply with the “Build America, Buy America” Act (BABAA), enacted as part of the Infrastructure Investment and Jobs Act and Executive Order 14005.

Applicants receiving a federal award subject to BABAA requirements may not use federal financial assistance funds for infrastructure projects unless:

- (a) All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (b) All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (c) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The “Buy America” preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a “Buy America” preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Per section 70914(c) of BABAA, FEMA may waive the application of a “Buy America” preference under an infrastructure program in certain cases.

For any new awards FEMA makes after January 1, 2023, as well as new funding FEMA obligates to existing awards or through renewal awards where the new funding is obligated after January 1, 2023, Applicants will be required to follow the BABAA requirements unless a waiver is requested and approved.

40. Advancing Effective, Accountable Policing and Criminal Justice Practice to Enhance Public Trust and Public Safety

The Applicant must comply with the requirements of section 12(c) of Executive Order 14074. The Applicant is also encouraged to adopt and enforce policies consistent with Executive Order 14074 to support safe and effective policing.

IMPORTANT

The purpose of these assurances is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. Applicant recognizes and agrees that state financial assistance will be extended based on the

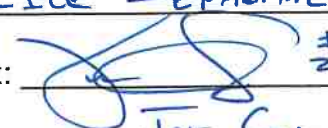
representations made in these assurances. These assurances are binding on Applicant, its successors, transferees, assignees, etc. as well as any of its subrecipients. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Applicant may be ineligible for award of any future grants if Cal OES determines that the Applicant: (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. Applicants are bound by DHS Standard Terms and Conditions 2023, Version 2, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Applicant: LA PALMA POLICE DEPARTMENT

Signature of Authorized Agent:  #219

Printed Name of Authorized Agent: JOE GUERRERO

Title: CHIEF OF POLICE Date: 11-26-24

EXHIBIT B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Government-wide Debarment and Suspension (Nonprocurement). The certification shall be treated as a material representation of fact upon which reliance will be placed when the Agency determines to award the covered transaction or cooperative agreement.

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in covered transactions, as defined in the applicable CFR

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal State or local) with commission of any of these offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

 #219

Authorized Agent Signature
JOE GUERRERO

Printed or Typed Name
CHIEF OF POLICE

Title

Address: 7792 WALKER ST.
La Paine Co.
90623

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this document, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EXHIBIT C

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Subrecipient, as identified below, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

AGREEMENT NUMBER: _____

La Palma Police Dept.
CONTRACTOR/BORROWER/AGENCY

Joe Guendler / Police Chief
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

[Signature] #219
SIGNATURE DATE 11-26-24

City of La Palma

Agenda Item No. 9



MEETING DATE: March 4, 2025

TO: City Council

FROM: City Manager

SUBMITTED BY: Belinda Deines, Community Development Manager

AGENDA TITLE: Consideration of a Resolution to Install a Freestanding Wireless Communications Tower and a Resolution to Enter into a Lease Agreement at 8415 Meadowlark Lane (City Yard)

RECOMMENDED ACTION:

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

1. Open the Public Hearing
2. Receive Staff Report
3. City Council Member Comments and Questions
4. Receive Public Input
5. Close the Public Hearing
6. Adopt a Resolution of the City Council Approving Conditional Use Permit 389, Precise Plan 287, and Variance 2022-01
7. Adopt a Resolution to enter into a Lease Agreement between the City of La Palma and New Cingular Wireless PCS, LLC for the lease of a portion of City-owned property located at 8415 Meadowlark Lane

BACKGROUND:

SmartLink Group, on behalf of AT&T Mobility, requests approval of a 65' freestanding wireless communications tower (monopine) and associated equipment at 8415 Meadowlark Lane (APNs: 263-233-01, -07). The proposed scope of work requires City Council approval of a Precise Plan, Conditional Use Permit, Variance, and a Lease Agreement.

On August 6, 2024, the City Council conducted a public hearing and continued the item, to ensure that the applicant is available to attend and to conduct outreach with the public for awareness. The staff report and meeting minutes are included as Attachments 8 and 9. In response to the comments

received at the public hearing, the applicant proposes to reduce the overall height of the monopine by 10'. AT&T proposes to build an unmanned wireless telecommunications facility consisting of a three (3) sector array with five (5) panel antennas per sector at a height of 55' that is disguised within branches of a 65' tall faux pine tree, designed to blend in with and complement the surrounding vicinity. All associated equipment will be located within an enclosed area. The proposed facility will be a state-of-the-art stealth structure that will improve communication services for the residents and visitors in La Palma, and the proposed Lease Agreement regarding the land lease on City-owned property will provide additional revenues to the City.

ANALYSIS:

Proposed Changes to the Scope of Work

The Applicant proposes to reduce the height of the monopine by 10 feet, for an overall height of 65 feet (Attachment 2). This lowers the antenna array to a maximum of 55 feet. The lowering of the height is intended to blend with the surrounding environment, other trees, and utility poles in the immediate area. New photo simulations with additional vantage points have been provided to visualize a more accurate representation of the proposed stealth monopine with the surrounding environment (Attachment 5). On February 7, 2025, a public outreach letter (Attachment 6) was sent by the Applicant to properties located within 300' of the proposed project in advance of the public hearing. The letter outlines the proposed changes to the height of the project, new photo simulations, feedback from the RF engineer, and contact information for the Applicant for any questions or feedback. The applicant has provided a supplemental memo (Attachment 7) that summarizes the RF engineer's feedback as to why further reduction of the tower height below 55' for the antenna array is not feasible because it would not provide adequate coverage and cause "shadowing" from the existing 30' water tank. Proposed Conditions of Approval included as "EXHIBIT B" to the draft resolution (Attachment 1). These conditions are intended to protect public health, safety, and general welfare during construction and post-construction operations and use.

Other Communication Towers Located Within the City of La Palma

The City Council requested additional research regarding existing communication towers located within the City of La Palma's jurisdiction. At the City's North Water Well Yard, there are two 50-65' towers that are not stealth in design and are located directly across Coyote Creek from La Palma residents. There are also several sets of antenna arrays that are exposed and placed on the transmission line towers throughout the Southern California Edison right-of-way through the center of the City and adjacent to residential homes.

Federal Limits on the City of La Palma's Authority

47 U.S.C. § 332(c)(7) ("Section 332") is the principle federal law limiting the City of La Palma's authority over the placement of wireless facilities. Section 332 recognizes and preserves local zoning authority over the placement, construction and modification of wireless communications facilities, provided the locality complies with the following five requirements:

- a. The City Must Act on a Wireless Application Within A Reasonable Time. Section 332(c)(7)(ii) provides that local authorities must make a final decision regarding whether to approve or deny an application within a "reasonable period of time" after the request is filed, taking into account the nature and scope of the request. In 2009, the FCC established "presumptively reasonable periods" for local action on a wireless communications facility siting application—typically referred to as the "shot clocks." Applications that propose a "collocation" must be approved or denied within 90 days; applications for all other facilities must be approved or

denied within 150 days. The FCC has since adopted three other “shot clocks” for other types of wireless applications. Also worth noting, a California state law, Gov. Code Section 65964.1, provides that if a local government fails to act within the time required by the applicable FCC shot clock, the applicant may pursue a “deemed approval” of its application by providing notice to the local government, and the local government would have to go to court within 30 days to try to challenge the deemed granted assertion. However, this remedy is not available for applications where the project is proposed for placement on fire department facilities.

- b. City Cannot Regulate Based on RF Emissions Exposure Concerns, But Can Require Compliance with FCC Standards. The Federal Communications Commission (“FCC”) has exclusive responsibility and authority to set safety standards for public and worker exposure to radio frequency (RF) emissions. Section 332(c)(7)(B)(iv) prohibits the City from denying a wireless facility application based on concerns about RF emissions so long as the applicant has demonstrated that its facilities will comply with FCC standards. The FCC issued OET Bulletin 65, which provides technical guidelines for evaluating compliance with the FCC RF safety requirements. Consistent with these limitations, localities can require wireless facility applicants to demonstrate that the maximum exposure levels established by the FCC would not be exceeded. The applicant has prepared an RF/EME technical study demonstrating that the proposed facility will comply with the FCC’s standards.
- c. City Cannot Effectively Prohibit the Provision of Personal Wireless Services. While federal law preserves local authority to establish wireless regulations, Section 332(c)(7)(B)(i)(II) restricts the City from applying its local regulations to deny an application to the extent that the denial of the proposed facility would result in the prohibition or effective prohibition of the provision of personal wireless services. The Ninth Circuit has held that applying local regulations to deny a wireless facility application can improperly “prohibit” a wireless provider’s provision of personal wireless services if it prevents the wireless provider from closing a “significant gap” in its own service using the least intrusive means, having considered feasible alternatives. When making an effective prohibition claim, the applicant has the initial burden of proof. There is no brightline rule for determining when a gap is “significant;” instead, the conclusion is based on a fact-specific analysis of coverage and demand. To satisfy the least intrusive means standard, the applicant must show that it made a good-faith effort to identify and evaluate alternatives, such as considering less sensitive sites, alternative system designs, alternative tower designs, and the use of existing structures for antenna placement, and proposing the least intrusive alternative. The applicant must analyze the specific factors in the City of La Palma Municipal Code rather than solely rely upon generalized observations. Once the applicant has done that, the burden shifts to the locality to rebut the applicant’s least intrusive means analysis. That is, the City is not compelled to accept and may reject the provider’s least intrusive means analysis, so long as the City is able to show that there are some potentially available and technologically feasible alternatives. The provider must be given an opportunity to dispute the availability and feasibility of the alternatives favored by the City.
- d. Any Denial Must Be Supported By Substantial Evidence. Section 332(c)(7)(B)(iii) requires that any decision under local regulations to deny a request to construct personal wireless facilities “shall be in writing and supported by substantial evidence contained in a written record.” The reasons for application denial must be provided contemporaneously with the denial decision. To determine whether a local government’s decision under its local wireless regulations is supported by substantial evidence within the meaning of the statute, a reviewing court “must be able to identify the reason or reasons why the locality denied the application.” The rationale behind such a denial need not be “elaborate or even sophisticated”—rather, a local authority must provide a rationale clear enough to “enable judicial review.”

- e. City Cannot Discriminate Among Providers of Functionally Equivalent Services. Section 332(c)(7)(B)(i)(I) prohibits the City from “unreasonably discriminating among providers of functionally equivalent services.” This limitation is intended to prevent the City from dictating a preference for certain wireless technologies over others. For example, a local government cannot prohibit 5G wireless facilities.

Conditional Use Permit 389, Precise Plan 287, and Variance 2022-01

The project requires City Council approval of a Conditional Use Permit, Precise Plan, and Variance: in that a communication tower and facility in the Public/Institutional Zoning District requires a Conditional Use Permit, all new developments require a Precise Plan, pursuant to LPMC Section 44-138; and that the proposed freestanding wireless communication tower (monopine) encroaches into the required minimum perimeter building/landscaping setback subject to approval of a Variance, pursuant to LPMC Section 44-141.

Approval of Conditional Use Permit 389 requires the following findings pursuant to LPMC Section 44-851:

1. The proposed use is conditionally allowed within the subject zoning district, would not impair the integrity and character of the district, and complies with all applicable provisions of this chapter.
2. The proposed use is consistent with the goals, policies, general land uses, and programs of the general plan, and any applicable specific plan and is in compliance with all City, State, and federal laws and regulations.
3. The approval of the conditional use permit, or amendment, for the proposed use is in compliance with the requirements of the California Environmental Quality Act (CEQA) (Public Resources Code § 21000 et seq.).
4. The site is suitable for the type and intensity of use or development that is proposed.
5. The proposed project will have no adverse effect on abutting or adjacent properties and is compatible with those properties.
6. The proposed use will not be adverse to public health, safety, or general welfare.

Approval of Precise Plan 287 requires the following findings pursuant to LPMC Section 44-787:

1. The proposed use is allowed within the subject zoning district and complies with all applicable provisions of this chapter.
2. The proposed use would be consistent with the objectives, policies, general land uses, and programs of the general plan and any applicable specific plan and is in compliance with all City, State, and federal laws and regulations.
3. The approval of the precise plan or an amendment to the precise plan for the proposed use is in compliance with the requirements of the California Environmental Quality Act (CEQA) (Public Resources Code § 21000 et seq.).
4. The location, size, design, and operating characteristics of the proposed use would be compatible with existing land uses within the general area in which the proposed use is to be

located.

5. The subject site is physically suitable for the type and density/intensity of the use being proposed.
6. The proposed project will have no adverse effect on abutting or adjacent properties and is compatible with those properties.

Approval of Variance 2022-01 requires the following findings pursuant to LPMC Section 44-1041:

1. There are special circumstances applicable to the property (e.g., location, shape, size, surroundings, or topography), so that the strict application of this chapter denies the property owner privileges enjoyed by other property owners in the vicinity and under identical zoning districts.
2. Granting the variance would not constitute a grant of special privilege inconsistent with the limitations on other properties classified in the same zoning district.
3. Granting the variance would not authorize a use of activity that is not otherwise expressly authorized by the zoning district regulations governing the subject property.

Justification in support of these findings of fact is attached as “EXHIBIT C” to the draft Resolution provided as Attachment 1 to this report.

Lease Agreement

This project requires approval of a Lease Agreement, which may be granted by a City Council Resolution for any lease less than a 55-year term per California Government Code Section 37380. The Lease Agreement proposes an initial term of five (5) years, with the option to extend the term for five (5) additional five (5) year periods, for a total effective period of up to 30 years. The La Palma Municipal Code does not specify any particular findings that must be made for approval of a lease agreement. However, State law requires a finding that the Lease Agreement is consistent with the City's General Plan and any applicable specific plans. Staff believes that the proposed freestanding wireless communications tower meets this requirement. The Lease Agreement establishes the lease terms to construct, maintain, and provide access to the proposed improvements on city-owned property. The Applicant proposes to pay \$42,000 for the first year with 2% annual rent increases after the first year.

General Plan Consistency: The City of La Palma wishes to protect and preserve the quality of the residential areas of the City, as well as the quality of life throughout the City, through effective land use and planning. The proposed freestanding wireless communications tower is consistent with the following goals and policies of the POLICY LU-1.3 / POLICY LU-3.3 / POLICY LU-3.4 / GOAL LU-4 / POLICY LU-4.3 / POLICY CB-4.7 / GOAL T-1 / GOAL T-2 / GOAL T-3 / GOAL T-6.

Environmental Review: Pursuant to the California Environmental Quality Act (CEQA), the project is categorically exempt per Section 15303 of the CEQA Guidelines (Class 3 – New Structures) in that the project consists of construction and location of a new facility and equipment.

Conditions of Approval: Conditions of Approval have been drafted specific to Conditional Use Permit 389, Precise Plan 287, and Variance 2022-01, which are contained as “EXHIBIT B” to the draft Resolution provided as Attachment 1 to this report.

FISCAL IMPACT:

The cost of processing the Conditional Use Permit, Precise Plan, Variance, and Lease Agreement is borne by the Applicant. Should the City Council approve Conditional Use Permit 389, Precise Plan 287, Variance 2022-01, and a Lease Agreement, the proposed monopine would bring in additional direct revenues to the City. The Applicant proposes to pay \$42,000 for the first year, with an annual escalator of 2% rent increase from the prior year.

ATTACHMENTS:

1. Draft Resolution for CUP, PP, VAR
2. Draft Resolution for CUP, PP, and VAR - Exhibit A
3. Draft Resolution for Lease Agreement
4. Draft Resolution for Lease Agreement - Exhibit A
5. Revised Photo Simulations
6. Additional Outreach Letter 2-12-25
7. Additional Feedback from RF Engineer Memo from Applicant
8. City Council Minutes 8-6-2024
9. City Council Agenda Report 8-6-2024

RESOLUTION NO. CC 2025-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PALMA, CALIFORNIA, TO APPROVE CONDITIONAL USE PERMIT 389, PRECISE PLAN 287, AND VARIANCE 2022-01 TO INSTALL A 65' FREESTANDING WIRELESS COMMUNICATIONS TOWER (MONOPINE) AT THE CITY OF LA PALMA PUBLIC WORKS MAINTENANCE YARD AT 8415 MEADOWLARK LANE

WHEREAS, SmartLink Group on behalf of AT&T Mobility (hereinafter, the “Applicant”), has initiated a request for Conditional Use Permit (CUP) 389, Precise Plan (PP) 287, and Variance 2022-01 for approval to install a 65’ freestanding wireless communications tower (monopine) and associated equipment on the property located at 8415 Meadowlark Lane, La Palma, CA 90623 (APNs 263-233-01, -07) (hereinafter the “Project”); and,

WHEREAS, the subject property is located within the Public/Institutional (PI) Zoning District, which allows a freestanding communication tower as an accessory use; and,

WHEREAS, the City of La Palma wishes to protect and preserve the quality of the commercial and residential areas of the City, as well as the quality of life throughout the City, through effective land use and planning; and,

WHEREAS, Chapter 44 – Zoning, Article II – Division 4 (Nonresidential Zoning Districts) of the La Palma Municipal Code identify the land use requirement of a Conditional Use Permit, development standards, and Precise Plan permit requirement for a freestanding communications tower; and,

WHEREAS, Chapter 44 – Zoning, Article V - Division 5 (Conditional Use Permits and Amendments) of the La Palma Municipal Code states that the purpose of the Conditional Use Permit is to provide a process for allowing the establishment of uses that are deemed to have special impact, uniqueness, or affect on the properties or neighborhood surrounding the subject site; and,

WHEREAS, Chapter 44 – Zoning, Article V - Division 3 (Precise Plans and Amendments) of the La Palma Municipal Code states that the purpose of the Precise Plan is to provide a process for reviewing architectural applications for all new construction, and that process allows for the review of the design of the development, an identification of potential impacts on the surrounding properties, and an assurance that the proposed Project complies with the provisions of the Zoning Code and the General Plan; and,

WHEREAS, Chapter 44 – Zoning, Article V - Division 11 (Variances and Minor Exceptions) of the La Palma Municipal Code states that the purpose of the Variance is to allow for adjustment in the development standards only when the strict application of the Zoning Code denies the property owner privileges enjoyed by other property owners in the vicinity and within identical zoning districts. Special circumstances that justify the granting of a variance include the location, shape, size, surroundings, or topography of a site; and,

WHEREAS, the proposed Project shall adhere to the requirements of the La Palma Municipal Code, the PI Zoning District, and the comprehensive architectural design package included as “**EXHIBIT A**” attached hereto; and,

WHEREAS, draft Conditions of Approval have been prepared and attached as “**EXHIBIT B**” for Conditional Use Permit 389, Precise Plan 287 and Variance 2022-01, to ensure the orderly development of the Project and to maintain the quality of life in La Palma; and,

WHEREAS, on June 10, 2024, the City of La Palma Development and Circulation Committee conducted a duly noticed Public Hearing on Precise Plan 287 and Variance 2022-01, and considered testimony and evidence presented by the Applicant, the public, City staff, and other interested parties, at the hearing held with respect thereto; and,

WHEREAS, the City of La Palma Notice of Public Hearing was published in the Wednesday, July 24, 2024, edition of the *Event-News Enterprise*, sent to all owners of property within 300 feet of the proposed project, and posted at La Palma City Hall, La Palma Community Center, OC Public Library – La Palma Branch, and the subject property at least ten (10) days prior to the Public Hearing; and,

WHEREAS, on August 6, 2024, the City of La Palma City Council conducted a duly noticed Public Hearing on Conditional Use Permit 389, Precise Plan 287, Variance 2022-01, and a Lease Agreement and considered testimony and evidence presented by the Applicant, the public, City staff, and other interested parties, at the hearing held with respect thereto, and continued the item to a date uncertain; and,

WHEREAS, on March 4, 2025, the City of La Palma City Council conducted a duly noticed Public Hearing on Conditional Use Permit 389, Precise Plan 287, Variance 2022-01, and a Lease Agreement and considered testimony and evidence presented by the Applicant, the public, City staff, and other interested parties, at the hearing held with respect thereto.

NOW, THEREFORE, the City Council of the City of La Palma resolves as follows:

SECTION 1. The forgoing recitals are incorporated herein and made a part hereof.

SECTION 2. The findings for Conditional Use Permit 389, pursuant to Chapter 44 – Zoning, Article V – Division 5, Section 44-851 (Findings) of the La Palma Municipal Code, can be made supporting the project application as follows:

- 1) The proposed use is conditionally allowed within the subject zoning district, would not impair the integrity and character of the district, and complies with all applicable provisions of this chapter.
- 2) The proposed use is consistent with the goals, policies, general land uses, and programs of the general plan, and any applicable specific plan and is in compliance with all City, State, and federal laws and regulations.
- 3) The approval of the conditional use permit, or amendment, for the proposed use is in compliance with the requirements of the California Environmental Quality Act (CEQA) (Public Resources Code § 21000 et seq.).
- 4) The site is suitable for the type and intensity of use or development that is proposed.

- 5) The proposed project will have no adverse effect on abutting or adjacent properties and is compatible with those properties.
- 6) The proposed use will not be adverse to the public health, safety, or general welfare.

SECTION 3. The findings for Precise Plan 287, pursuant to Chapter 44 – Zoning, Article V – Division 3, Section 44-787 (Findings) of the La Palma Municipal Code, can be made supporting the project application as follows:

- 1) The proposed use is allowed within the subject zoning district and complies with all applicable provisions of this chapter.
- 2) The proposed use would be consistent with the objectives, policies, general land uses, and programs of the general plan and any applicable specific plan and is in compliance with all City, State, and federal laws and regulations.
- 3) The approval of the precise plan or an amendment to precise plan for the proposed use is in compliance with the requirements of the California Environmental Quality Act (CEQA) (Public Resources Code § 21000 et seq.).
- 4) The location, size, design, and operating characteristics of the proposed use would be compatible with existing land uses within the general area in which the proposed use is to be located.
- 5) The subject site is physically suitable for the type and density/intensity of the use being proposed.
- 6) The proposed project will have no adverse effect on abutting or adjacent properties and is compatible with those properties.

The factual findings for which are attached as “**EXHIBIT C**” to this Resolution, and incorporated herein by this reference.

SECTION 4. The findings for Variance 2022-01, pursuant to Chapter 44 – Zoning, Article V – Division 11, Section 44-1041 (Findings) of the La Palma Municipal Code, can be made supporting the project application as follows:

- 1) There are special circumstances applicable to the property (e.g., location, shape, size, surroundings, or topography), so that the strict application of this chapter denies the property owner privileges enjoyed by other property owners in the vicinity and under identical zoning districts.
- 2) Granting the variance would not constitute a grant of special privilege inconsistent with the limitations on other properties classified in the same zoning district.
- 3) Granting the variance would not authorize a use of activity that is not otherwise expressly authorized by the zoning district regulations governing the subject property.

SECTION 5. The City Council finds that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15303 of the CEQA Guidelines

(Class 3 – New Structures) in that the project consists of construction and location of a new facility and equipment.

SECTION 6. Based on the foregoing, the City Council of the City of La Palma hereby approves Conditional Use Permit 389, Precise Plan 287, and Variance 2022-01, as depicted on the comprehensive architectural design package included as “**EXHIBIT A**” of this Resolution; subject to the Conditions of Approval, which are attached as “**EXHIBIT B**” to this Resolution, and incorporated herein by this reference; and, subject to the factual findings, which are attached as “**EXHIBIT C**” to this Resolution, and incorporated herein by this reference.

SECTION 7. This project approval shall become effective following the expiration of a fifteen (15) day appeal period without the filing of an appeal application from the date of the City Council approval.

APPROVED AND ADOPTED by the City Council of the City of La Palma at a regular meeting held on the 4th day of March, 2025.

Mark Waldman
Mayor

ATTEST:

Kimberly Kenney
City Clerk

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS
CITY OF LA PALMA)

I, KIMBERLY KENNEY, City Clerk of the City of La Palma, California, DO HEREBY CERTIFY that the foregoing Resolution was adopted by the City Council of said City at a regular meeting of said City Council held on the 6th day of August 2024, and that it was so adopted by called vote as follows:

AYES:

NOES:

Kimberly Kenney, CMC
City Clerk

EXHIBIT A

PROJECT PLANS FOR
PRECISE PLAN 287 AND VARIANCE 2022-01

8415 Meadowlark Lane, La Palma, CA 90623 (APNs: 263-233-01, -07)

75' Freestanding Wireless Communications Tower

EXHIBIT B

CONDITIONS OF APPROVAL FOR CONDITIONAL USE PERMIT 389, PRECISE PLAN 287, AND VARIANCE 2022-01

8415 Meadowlark Lane, La Palma, CA 90623 (APNs: 263-233-01, -07)

75' Freestanding Wireless Communications Tower

GENERAL:

1. This Conditional Use Permit, Precise Plan, and Variance are solely for the construction, operation, and maintenance of a 75' freestanding wireless communications tower (monopine) with associated equipment at the subject property, 8415 Meadowlark Lane.
2. In compliance with Chapter 44 -Zoning, Article IV – Division (Revocation and Modification), of the La Palma Municipal Code, this approval may be revoked or modified at any time by a vote of the City Council, if any one of the following findings of fact can be made:
 - a) The use for which the approval was granted has been exercised so as to be detrimental to the public health or safety, and/or to constitute a nuisance.
 - b) The approval was obtained by fraud.
 - c) The use for which such approval is granted is not being exercised within the time specified.
 - d) The use for which approval was granted has ceased to exist or has been suspended for at least one year.
 - e) The permit as granted is being or recently has been exercised contrary to the terms and conditions of approval or in violation of a statute, ordinance, law, or regulation.
3. The proposed project is required to be constructed in substantial conformance with the comprehensive architectural design package provided as “**EXHIBIT A**” of this Resolution for Conditional Use Permit 389, Precise Plan 287, and Variance 2022-01; and, shall be inspected during construction by a qualified inspector for conformance with the California Building Code. The Applicant/Developer shall obtain a building permit from the City of La Palma Building and Safety Division and provide payment of permit fees prior to commencement of construction activity.
4. If at the time of application for building permit there is a project job account balance due to the City for recovery of planning review and entitlement fees, the outstanding balance shall be paid in full prior to building permit issuance.
5. The Applicant/Developer shall provide to the City a letter identifying a single point of contact for the management and operations of the communications tower (including: name, phone number, fax number, and e-mail address) and a 24-hour phone number in case of emergencies.

6. The Applicant/Developer shall be responsible for informing all subcontractors, consultants engineers, or other business entities providing services related to the Project of their responsibilities to comply with all pertinent requirements herein in the City of La Palma Municipal; Code, including the requirement that a Business License be obtained by all entities doing business in the City as well as noise limitations and hours of operation requirements within the City.
7. Minor and incidental changes in design, placement, materials and color of materials to the Project requested by the Applicant/Developer may be approved administratively through the Community Development Department's Administrative Approval process. Details of any approved changes shall be provided on the working plans to the satisfaction of the Community Development Department prior to the issuance of permits.
8. Applicant/Developer shall indemnify, defend, and hold harmless the City of La Palma and its elected city council, appointed boards, commissions, committees, officials, employees, volunteers, contractors, consultants, and agents from and against any and all claims, liabilities, losses, fines, penalties, and expenses, including without limitation litigation expenses and attorney's fees, arising out of either the City's approval of the Project or actions related to the Property or the acts, omissions, or operations of the Applicant/Developer and its directors, officers, members, partners, employees, agents, contractors, and subcontractors of each person or entity comprising the Applicant/Developer with respect to the ownership, planning, design, construction, and maintenance of the Project and the Property for which the Project is being approved. In addition to the above, within sixty (60) days of this approval, the Applicant/Developer shall enter into an indemnification agreement with the City. The indemnification agreement shall be substantially the same as the form agreement currently on file with the City.
9. An Agreement to the Conditions of Approval shall be executed by the Applicant/Developer and filed with the Community Development Department of the City of La Palma, within fifteen (15) days of the City of La Palma City Council approval of Conditional Use Permit 389, Precise Plan 287 and Variance 2022-01. The Agreement to the Conditions of Approval shall run with the land and be binding in any subsequent owners, heirs or assigns.
10. The proposed entitlements shall expire and be of no further force or effect if the permit is not established within twelve (12) months of the permits' effective date. Time extensions are subject to La Palma Municipal Code Section 44-580.

CONSTRUCTION:

12. The Applicant/Developer shall ensure that all construction contractors and subcontractor personnel are made aware of the required best management practices (BMP's) and good housekeeping measures for the project site and any associated construction lay-down areas.
13. Pursuant to Water Quality regulations the discharge of any sediment and construction materials or wastes into a receiving water or storm drain shall be prohibited. Any drilling, grading, and construction activity, shall incorporate Best Management Practices (BMPs) for managing and implementing urban runoff and storm water pollution control measures.

14. A copy of the accepted Conditions of Approval shall be placed on the final construction plans. Final construction plans shall be placed at the job site until final of Building Permit. The Applicant/Developer and the Applicant/Developer's successors in interest shall be fully responsible for knowing and complying with all Conditions of Approval, including making known the Conditions to the City for future governmental permits or actions at 8415 Meadowlark Lane. These approved Conditions of Approval shall be incorporated on all sets of construction plans and be present at the site during construction.
15. All trash and refuse shall be disposed of in dumpsters pursuant to applicable City Municipal Code and removed from the premises on an as needed basis. At the end of each day of construction activity, all construction debris and waste materials shall be collected and properly disposed of in trash or recycle bins. General Contractor shall sweep the Project site at the end of the day during construction activities.
16. All construction activities shall comply with date and time restrictions established in the Municipal Code. "Construction activities" shall only include those activities that generate any noise at the property line during site preparation and construction of the site. "Construction activity" also includes the transport, import, and export of debris and materials. Construction activity shall be limited to the following hours listed below:

Day	Time
Monday-Friday	8:00am-5:00pm
Saturday	9:00am-5:00pm
Sunday & Holidays	No construction permitted

Holidays are specifically defined herein as: Martin Luther King Jr. Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Day, President's Day, Memorial Day, July 4th, and Labor Day.

17. The Applicant or Applicant's Agent shall be responsible for obtaining approval of all wide load and haul route permits from the Public Works Department for heavy equipment or building materials to necessary to complete the project.
18. All utilities shall be underground to the nearest power pole and/or points of connection, subject to approval by the Public Works Director prior to permit issuance. The final location of the pull boxes and trench conduit shall be determined through a "potholing" process to identify the City's water distribution main, existing electrical service, gas service, and general water service. The proposed trench shall be no wider than 12 inches unless otherwise approved by the Public Works Director. All trench backfill shall be one sack sand/cement slurry, and native backfill shall not be permitted. Any asphalt, concrete, or landscape areas shall be replaced in-kind.
19. The City reserves the right for the City to install additional conduit during construction of the proposed project in order to provide electrical connection to the existing metal building adjacent to the lease area.

20. The Applicant or Applicant's Agent shall be responsible for paving from the edge of existing asphalt to the lease area and wash rack.
21. Full execution of the Right-of-Entry Agreement shall be completed prior the final inspection of the site, providing approved survey plats/easement descriptions to be incorporated into the Agreement as exhibits utilizing the "as-built" site conditions for the plats/easement descriptions.

MAINTENANCE AND OPERATIONS:

22. The lease area shall be secured at all times while authorized personnel are not physically present at the site. Barbed wire or razor ribbon shall be prohibited.
23. The Applicant/Developer shall provide signage with phone numbers of the utility provider for use in case of an emergency. The sign shall be posted at the communications equipment gate and/or block wall.
24. The Applicant/Developer shall be responsible for regular maintenance and upkeep of the communications tower and associated equipment consistent with the adopted plans, drawings and photo simulations as conditioned, including but not limited to:
 - a) Re-finishing any painted and textured surfaces to retain the original color and condition for the duration of the life of this use;
 - b) Maintaining all improvements in good repair, free from trash, debris, litter, and other forms of vandalism. Any damage from any cause shall be repaired as soon as reasonably possible to minimize occurrences of dangerous conditions or visual blight;
 - c) Replacing any damaged element such as faux pine branches, block walls and fencing, removal of graffiti; and,
 - d) Ensuring all equipment complies with the City Code standards.

EXHIBIT C

Conditional Use Permit, Precise Plan and Variance Findings of Approval

As required by Chapter 44 – Zoning, Article V – Division 3, Section 44-851 (Findings) of the La Palma Municipal Code, approval of Conditional Use Permit 389 is based on the following findings:

1. **Finding:** The proposed use is conditionally allowed within the subject zoning district, would not impair the integrity and character of the district, and complies with all applicable provisions of this Development Code.

Facts in Support of Finding: A communications tower and facilities use as accessory uses and structures is conditionally permitted within the Public/Institutional (PI) Zoning District. Conditions of Approval have been incorporated into CUP 389 to ensure that the integrity and character of the district is not impaired by the proposed wireless monopine. Conditions of Approval require adequate aesthetic improvements, construction mitigation, and ongoing maintenance.

2. **Finding:** The proposed use is consistent with the goals, policies, general land uses, and programs of the General Plan, and any applicable specific plan and is in compliance with all City, State, and Federal Laws and Regulations

Facts in Support of Finding: The proposed communications tower is consistent with the following goals and policies of the General Plan: POLICY LU-1.3 / POLICY LU-3.3 / POLICY LU-3.4 / GOAL LU-4 / POLICY LU-4.3 / POLICY CB-4.7 / GOAL T-1 / GOAL T-2 / GOAL T-3 / GOAL T-6. The communications tower use is consistent with the objectives, policies, general land uses, and programs of the General Plan and any applicable specific plan and follows all City, State, and Federal Laws and Regulations. The proposed communications tower satisfies General Plan Policy CB-4.7 which reads “Encourage the location of revenue-generating uses and structures in appropriate locations.” As municipal revenue shortfalls may occur from time to time, it is important to develop innovative ways to increase contributions to our General Fund to maintain our highly valued City services. Potential revenue sources include lease agreements for communication facilities.

3. **Finding:** The approval of the conditional use permit, or amendment, for the proposed use is in compliance with the requirements of the California Environmental Quality Act (CEQA) (Public Resources Code § 21000 et seq.).

Facts in Support of Finding: Pursuant to the California Environmental Quality Act (CEQA), the project is categorically exempt per Section 15303 of the CEQA Guidelines (Class 3 – New Structures) in that the project consists of construction and location of a new facility and equipment and meets the criteria for small structures in size and location and would not result in significant environmental impacts.

4. **Finding:** The site is suitable for the type and intensity of use or development that is proposed.

Facts in Support of Finding: The proposed communications tower is a wireless facility that is necessary to meet a significant gap in service to the residents, businesses, visitors, and emergency services in La Palma. The Zoning Code allows a freestanding communications tower to be built up to a maximum height of 75’ and 70’ is the minimum

height needed in order to fill the gap in coverage for this location. The proposed monopine is an accessory use and is comparable to existing mature trees in the surrounding neighborhood. Therefore, the subject site is physically suitable for the type of the use being proposed.

5. **Finding:** The proposed project will have no adverse effect on abutting or adjacent properties and is compatible with those properties.

Facts in Support of Finding: The proposed project consists of a stealth design with the cellular equipment and antennas disguised and screened from public view within the faux pine branches of the monopine. The applicant proposes 6' high solid block walls to screen the equipment shelter to blend with the existing architecture of the buildings and the surrounding community, thereby minimizing the visual impact of the proposed improvements. As such, the proposed project will have no adverse effect on abutting or adjacent properties and is compatible with those properties.

6. **Finding:** The proposed use will not be adverse to the public health, safety, or general welfare.

Facts in Support of Finding: The proposed project will not be adverse to the public health, safety, or general welfare in that the monopine is sited more than 140' from the nearest residential uses. The monopine does not emit any noise, and any noise associated with the emergency diesel generator is concealed within the solid enclosure and is only activated temporarily when there is a loss of electricity. The proposed project enhances emergency response services within the immediate area where there is a lack of adequate coverage in that the City of La Palma's Police Department, Public Works Department, and all City-issued cellular devices utilize the AT&T network.

As required by Chapter 44 – Zoning, Article V – Division 3, Section 44-787 (Findings) of the La Palma Municipal Code, approval of Precise Plan 287 is based on the following findings:

1. **Finding:** The proposed use is allowed within the subject zoning district and complies with all applicable provisions of this chapter.

Facts in Support of Finding: Municipal Code permits a freestanding communication tower use in the Public/Institutional (PI) Zoning District. The Municipal Code requires any new development obtain approval of a Precise Plan (Section 44-138). A Conditional Use Permit (Section 44-848) is required to allow a freestanding communications tower as an accessory use. A Development Agreement is proposed related to the lease agreement for use of City property. The project shall be consistent with Chapter 44 Sections 398 through 401 of the Municipal Code. The proposed communication tower is designed to be compliant with the Municipal Code requirements, with the exception of the Variance request to encroach into the required minimum perimeter building/landscaping setback.

2. **Finding:** The proposed use would be consistent with the objectives, policies, general land uses, and programs of the general plan and any applicable specific plan and is in compliance with all City, State, and federal laws and regulations.

Facts in Support of Finding: The proposed communications tower is consistent with the following goals and policies of the General Plan: POLICY LU-1.3 / POLICY LU-3.3 /

POLICY LU-3.4 / GOAL LU-4 / POLICY LU-4.3 / POLICY CB-4.7 / GOAL T-1 / GOAL T-2 / GOAL T-3 / GOAL T-6. The communications tower use is consistent with the objectives, policies, general land uses, and programs of the General Plan and any applicable specific plan and follows all City, State, and Federal Laws and Regulations. The proposed communications tower satisfies General Plan Policy CB-4.7 which reads “Encourage the location of revenue-generating uses and structures in appropriate locations.” As municipal revenue shortfalls may occur from time to time, it is important to develop innovative ways to increase contributions to our General Fund to maintain our highly valued City services. Potential revenue sources include lease agreements for communication facilities.

3. **Finding:** The approval of the precise plan or an amendment to precise plan for the proposed use is in compliance with the requirements of the California Environmental Quality Act (CEQA) (Public Resources Code § 21000 et seq.).

Facts in Support of Finding: Pursuant to the California Environmental Quality Act (CEQA), the project is categorically exempt per Section 15303 of the CEQA Guidelines (Class 3 – New Structures) in that the project consists of construction and location of a new facility and equipment and meets the criteria for small structures in size and location and would not result in significant environmental impacts.

4. **Finding:** The location, size, design, and operating characteristics of the proposed use would be compatible with existing land uses within the general area in which the proposed use is to be located.

Facts in Support of Finding: The proposed 75’ wireless communications tower is proposed adjacent to the City’s water tank, which is currently not screened with any landscaping along the southwest perimeter of the property. The proposed facility does not require permanent on-site personnel and vehicular and pedestrian traffic will be limited to occasional visits by personnel for repairs and service. Therefore, the proposed communications facility is compatible with existing public utilities and facilities on the subject property and immediately adjacent to the subject site.

5. **Finding:** The subject site is physically suitable for the type and density/intensity of the use being proposed.

Facts in Support of Finding: The proposed communications tower is a wireless facility that is necessary to meet a significant gap in service to the residents, businesses, visitors, and emergency services in La Palma. The Zoning Code allows a freestanding communications tower to be built up to a maximum height of 75’ and 70’ is the minimum height needed in order to fill the gap in coverage for this location. The proposed monopine is an accessory use and is comparable to existing mature trees in the surrounding neighborhood. Therefore, the subject site is physically suitable for the type of the use being proposed.

6. **Finding:** The proposed project will have no adverse effect on abutting or adjacent properties and is compatible with those properties.

Facts in Support of Finding: The proposed project consists of a stealth design with the cellular equipment and antennas disguised and screened from public view within the faux pine branches of the monopine. The applicant proposes 6’ high solid block walls to screen the equipment shelter to blend with the existing architecture of the buildings and the

surrounding community, thereby minimizing the visual impact of the proposed improvements. As such, the proposed project will have no adverse effect on abutting or adjacent properties and is compatible with those properties.

As required by Chapter 44 – Zoning, Article V – Division 3, Section 44-1041 (Findings) of the La Palma Municipal Code, approval of Variance 2022-01 is based on the following findings:

1. **Finding:** There are special circumstances applicable to the property (e.g., location, shape, size, surroundings, or topography), so that the strict application of this chapter denies the property owner privileges enjoyed by other property owners in the vicinity and under identical zoning districts.

Facts in Support of Finding: The Applicant's radio-frequency engineers have identified a significant coverage gap in the area, which causes lack of service issues for La Palma customers. The proposed site was specifically selected because all other potential sites at commercial and institutional properties in La Palma and Cypress were found to be non-viable. The City of La Palma Public Works Maintenance Yard's primary uses as a government office, storage yard, and water tank provide La Palma citizens with essential utilities and services. The proposed siting of the tower along the south property line would be the least impactful to existing operations and driveway access. The encroachment into the required minimum perimeter building/landscaping setback is mitigated by the proposed design as faux pine tree as the intent of the Zoning Code provision is to provide landscaping within the perimeter of 10' from the property line. Therefore, granting of the variance to allow the adjustment in the development standard for perimeter setback would not constitute a grant of special privilege given the site's unique shape as a flag lot, the surrounding limitations associated with the existing City Yard facility and public utilities, and practical difficulty of relocating other City resources to accommodate a necessary use.

2. **Finding:** Granting the variance would not constitute a grant of special privilege inconsistent with the limitations on other properties classified in the same zoning district.

Facts in Support of Finding: The City's north water well property at 6800 Walker Street, also located in the PI Zoning District, maintains an existing freestanding communications tower that is not camouflaged as a monopine and also encroaches into the required perimeter setback. The placement of the communications tower other than the proposed location would not allow the Applicant to provide adequate wireless service for the surrounding area. The proposed project will eliminate the gap in wireless communication service to La Palma residents, businesses, and emergency services, which is an important element of the City's infrastructure. Therefore, the granting of the variance is consistent with development patterns on other properties classified in the same zoning district.

3. **Finding:** Granting the variance would not authorize a use of activity that is not otherwise expressly authorized by the zoning district regulations governing the subject property.

Facts in Support of Finding: The subject site is located in the Public/Institutional Zoning District and is consistent with the intent and purpose to provide public and private utilities and facilities. The City's General Plan Technology Element Goal T-6 specifically states to "accommodate the reasonable use of public rights-of-way for communications infrastructure while protecting the ability of the City to provide services in said rights-of-way." The proposed variance for the communications tower to be sited in the ideal location

that has the least impact to the City Yard is in keeping with the City's regulations to establish balanced and fair policies that preserve the City's ability to provide effective utility operations and infrastructure maintenance along with opportunities for the placement and maintenance of communications service.

FIRE DEPARTMENT NOTES

GENERAL

- 1.0 ADDRESS NUMBERS:
- A. APPROVED ADDRESS NUMBERS, BUILDING NUMBERS OR APPROVED BUILDING IDENTIFICATION SHALL BE PLACED IN A POSITION THAT PLAINLY LEGIBLE AND VISIBLE FROM THE STREET, ROAD, ALLEY, AND WALKWAYS GIVING ACCESS TO AND WITHIN THE PROPERTY.
- 2.0 FIRE EXTINGUISHERS:
- A. PROVIDE A FIRE EXTINGUISHER (MINIMUM 2A-10BC) WITHIN A RECESSED OR SEMI-RECESSED CABINET WITHIN 75 FEET TRAVEL DISTANCE FROM ALL POINTS IN THE OCCUPANCY; THE EXTINGUISHER SHALL BE MOUNTED ON A HOOK WITHIN THE CABINET (ELEVATED OFF CABINET FLOOR); THE TOP OF THE EXTINGUISHER SHALL BE NO HIGHER THAN 48 INCHES (1219 mm) ABOVE THE FLOOR; EXTINGUISHER SHALL BE PLACED IN A EASILY ACCESSIBLE LOCATIONS WHERE THEY WILL BE READILY ACCESSIBLE AND IMMEDIATELY AVAILABLE FOR USE.
- 3.0 DOOR OPERATIONS:
- A. ALL EXIT DOORS SHALL BE OPENABLE FROM THE INSIDE WITHOUT KEY, SPECIAL KNOWLEDGE, OR EFFORT. THE UNLATCHING OF ANY EXIT DOOR SHALL NOT REQUIRE MORE THAN ONE OPERATION.
- 4.0 ADDITIONAL PERMIT:
- A. PRIOR TO THE FINAL INSPECTION, OBTAIN A HAZARDOUS MATERIALS PERMIT FROM THE FIRE DEPARTMENT. CONTACT THE ENVIROMENTAL MANAGEMENT CENTER AT (916) 455-8200
- 5.0 REQUIRED INSPECTIONS:
- A. THE FIRE DEPARTMENT INSPECTION FOR THIS PROJECT INCLUDE THE FOLLOWING:
- HAZARDOUS MATERIALS FINAL INSPECTION.
 - FIRE PREVENTION BUREAU FINAL INSPECTION – CONTRACTOR MUST REQUEST A SEPERATE INSPECTION. INSPECTION INCLUDES, BUT IS NOT LIMITED TO: FIRE EXTINGUISHERS; SIGNAGE; DOOR HARDWARE AND MEANS OF EGRESS; EMERGENCY/EXIT LIGHTING; ETC.

NOTE: TO SCHEDULE INSPECTIONS: CALL OFFICE OF STATE FIRE MARSHALL AT LEAST 48 HOURS IN ADVANCE.

FIRE DEPARTMENT

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GENERAL

1. PER CFC SECTION 1206.2 "STATIONARY STORAGE BATTERY SYSTEMS. STATIONARY STORAGE BATTERY SYSTEMS HAVING CAPACITIES EXCEEDING THE VALUES SHOWN IN TABLE 1206.2 SHALL COMPLY WITH SECTION 1206.2.1 THROUGH 1206.2.12.6, AS APPLICABLE.
2. PER CFC SECTION 1206 AND PER CBC 2019 SECTION 307.2 THE DEFINITIONS:

VALVE-REGULATED LEAD ACID (VRLA) BATTERY (CBC 2019-CFC 2019-SECTION 202 GENERAL DEFINITIONS):
A LEAD-ACID BATTERY CONSISTING OF SEALED CELLS FURNISHED WITH A VALVE THAT OPENS TO VENT THE BATTERY WHENEVER THE INTERNAL PRESSURE OF THE BATTERY EXCEEDS THE AMBIENT PRESSURE BY A SET AMOUNT. IN VRLA BATTERIES, THE LIQUID ELECTROLYTES IN THE CELLS IS IMMOBILIZED IN A ABSORPTIVE GLASS MAT (AGM CELLS OR BATTERIES) OR BY THE ADDITION OF A GELLING AGENT (GEL CELL OR GELLED BATTERIES).

CORROSIVE (CBC 2019-CFC 2019-SECTION 202 GENERAL DEFINITIONS):
A CHEMICAL THAT CAUSES VISIBLE DESTRUCTION OF, OR IRREVERSIBLE ALTERATIONS IN, LIVING TISSUE BY CHEMICAL ACTION AT THE POINT OF CONTACT. A CHEMICAL SHALL BE CONSIDERED CORROSIVE IF, WHEN TESTED ON THE INTACT SKIN OF ALBINO RABBITS BY THE METHOD DESCRIBED IN DOTN 49 CFR, PART 17.137, SUCH A CHEMICAL DESTROYS OR CHANGES IRREVERSIBLY THE STRUCTURE OF THE TISSUE AT THE POINT OF CONTACT FOLLOWING AN EXPOSURE PERIOD OF 4 HOURS. THIS TERM DOES NOT REFER TO ACTION ON INANIMATE SURFACES.

HAZARDOUS MATERIALS (CBC 2019-CFC 2019-SECTION 202 GENERAL DEFINITIONS):
THOSE CHEMICALS OR SUBSTANCES THAT ARE PHYSICAL HAZARDS OR HEALTH HAZARDS AS DEFINED AND CLASSIFIED IN THIS SECTION AND THE CALIFORNIA FIRE CODE, WHETHER THE MATERIALS ARE IN USABLE OR WASTE CONDITION.

HEATH HAZARD (CBC 2019-CFC 2019-SECTION 202 GENERAL DEFINITIONS):
A CLASSIFICATION OF A CHEMICAL FOR WHICH THERE IS STATISTICALLY SIGNIFICANT EVIDENCE THAT ACUTE OR CHRONIC HEALTH EFFECTS ARE CAPABLE OF OCCURRING IN EXPOSED PERSONS. THE TERM "HEALTH HAZARD" INCLUDES CHEMICALS THAT ARE TOXIC OR HIGHLY TOXIC, AND CORROSIVE.

PHYSICAL HAZARD (CBC 2019-CFC 2019-SECTION 202 GENERAL DEFINITIONS):
A CHEMICAL FOR WHICH THERE IS EVIDENCE THAT IS A COMBUSTIBLE LIQUID, CRYOGENIC FLUID, EXPLOSIVE, FLAMMABLE (SOLID, LIQUID, OR GAS), ORGANIC PEROXIDE (SOLID OR LIQUID), OXIDIZER (SOLID OR LIQUID), OXIDIZING GAS, PYROPHORIC (SOLID, LIQUID, OR GAS), UNSTABLE (REACTIVE) MATERIAL (SOLID, LIQUID, OR GAS), OR WATER REACTIVE MATERIAL (SOLID OR LIQUID).

NOTES

3

NOTE:
THE EQUIPMENT WITHIN THE LICENSE AREA WILL NOT STORE MORE THAN THE MAXIMUM ALLOWABLE QUANTITY PER CONTROL AREA OF, PER FIRE CODE 5003.1.1 OR BUILDING CODE 307.1

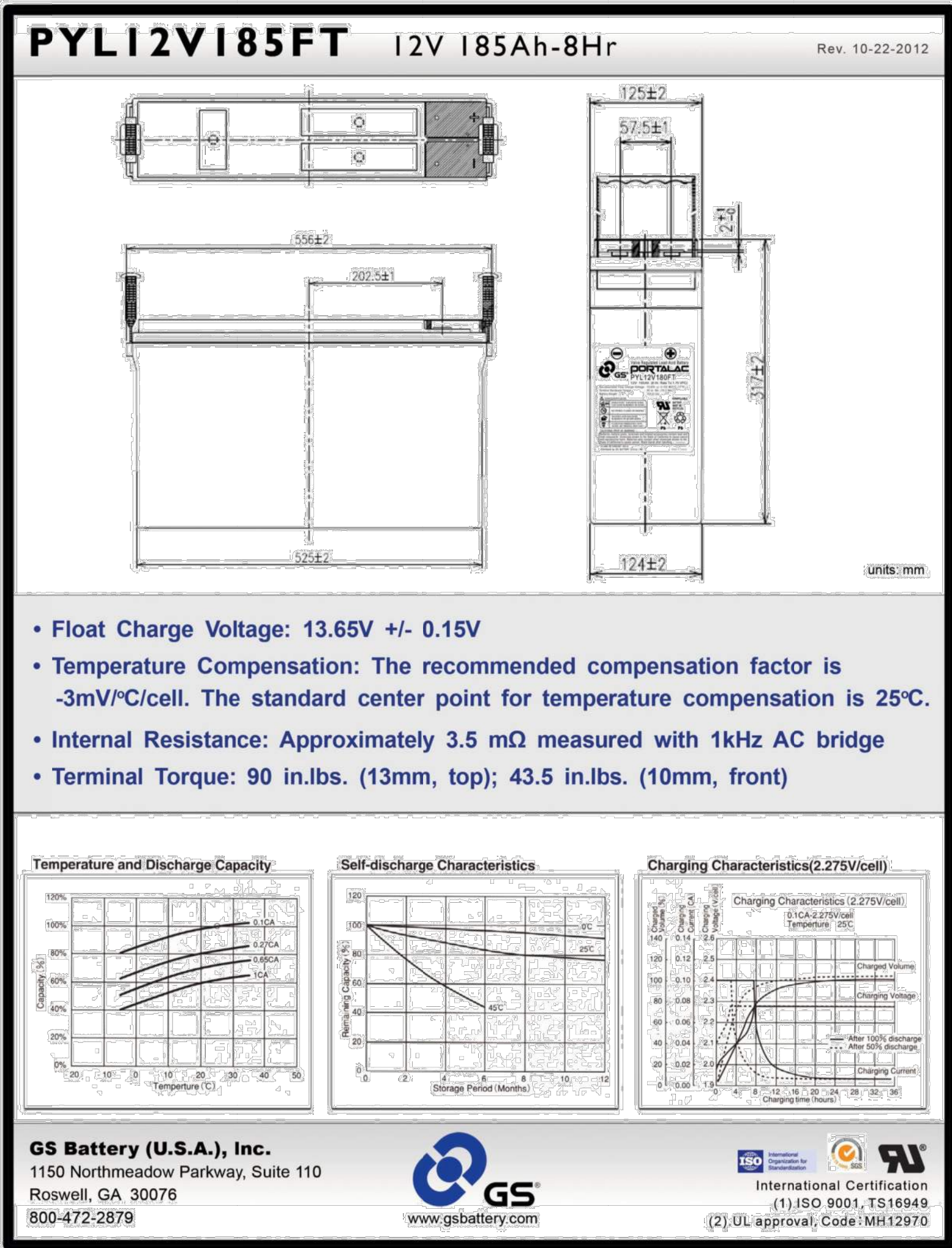
BATTERY SYSTEM ANALYSIS

*NEW EMERSON

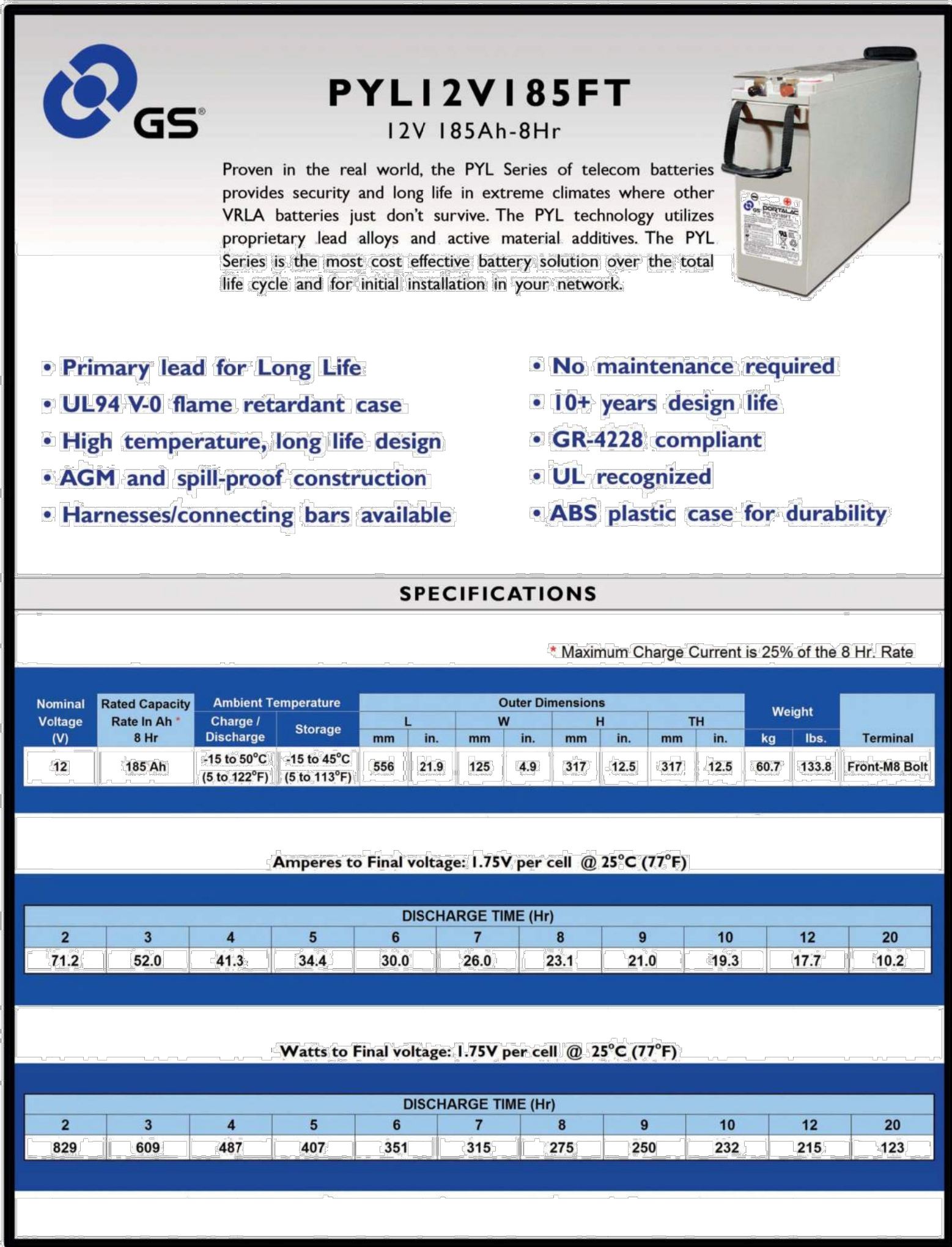
BATTERY TYPE	AMP HOUR RATING/STRING	DIMENSIONS (WxDxH)	WEIGHT	TOTAL # OF BATTERIES
GS "PYL12V185FT"	185AH	4.9"x21.9"x12.5"	133.8 lbs	8

BATTERY ELECTROLYTE CONTENT:

NUMBER OF STRINGS:	2
BATTERIES PER STRINGS:	4
TOTAL BATTERIES:	8
LEAD (65% BY WT.)	86.97 LBS
ELECTROLYTE (14% BY WT.):	18.73 LBS
ELECTROLYTE VOLUME (.07 GAL/LB):	1.32 GAL
TOTAL ELECTROLYTE	10.56 GAL



BATTERY SPECIFICATIONS



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FAX: (949) 387-1275



4430 E. MIRALOMA AVE. SUITE D
ANAHEIM, CALIFORNIA 92807

1	09/13/23	REVISED W/ SHORTER MONOPINE
0	10/25/23	100% ZONING DRAWINGS
B	07/14/23	NEW LEASE AREA LOCATION
REV	DATE	DESCRIPTION

NOT TO BE USED
FOR CONSTRUCTION

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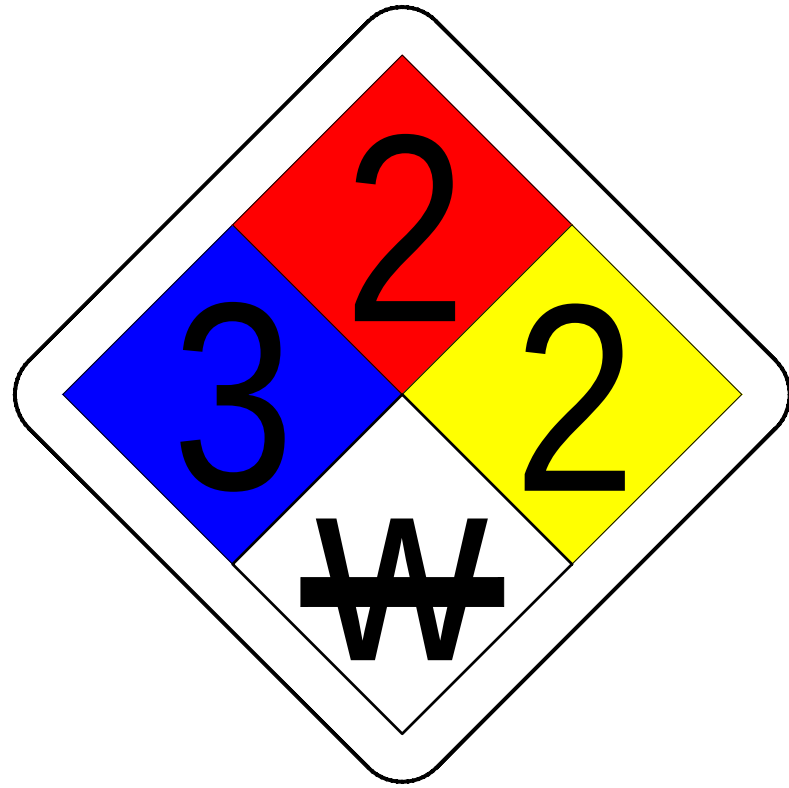
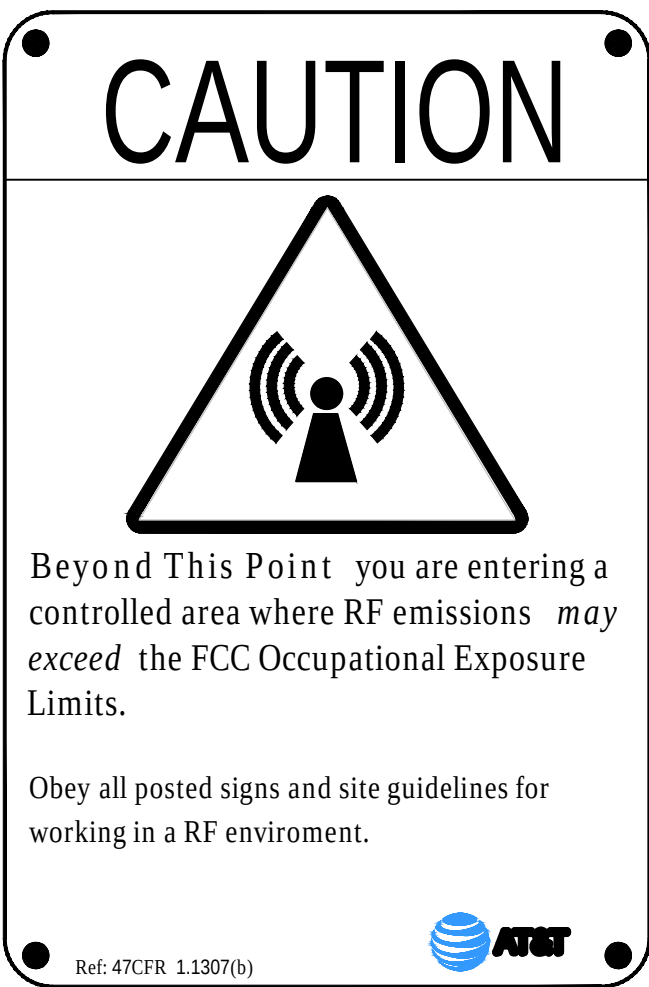
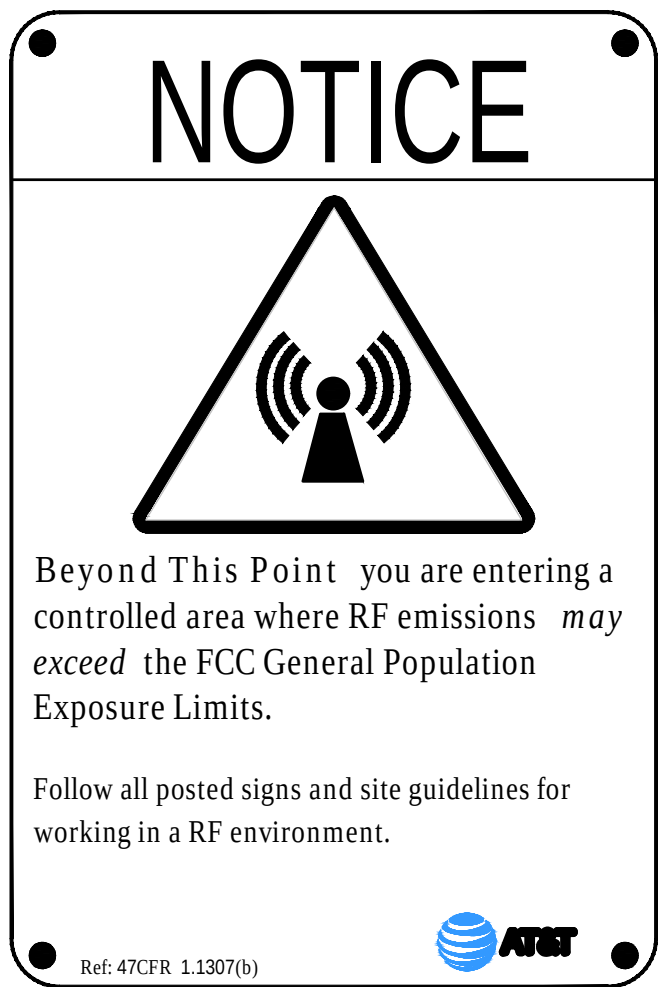
CLL00939
MOODY
8415 MEADOWLARK LANE
LA PALMA, CA 90623
MONOPINE (OUTDOOR)

DRAWN BY:	CHECKED BY:
EMS	JS

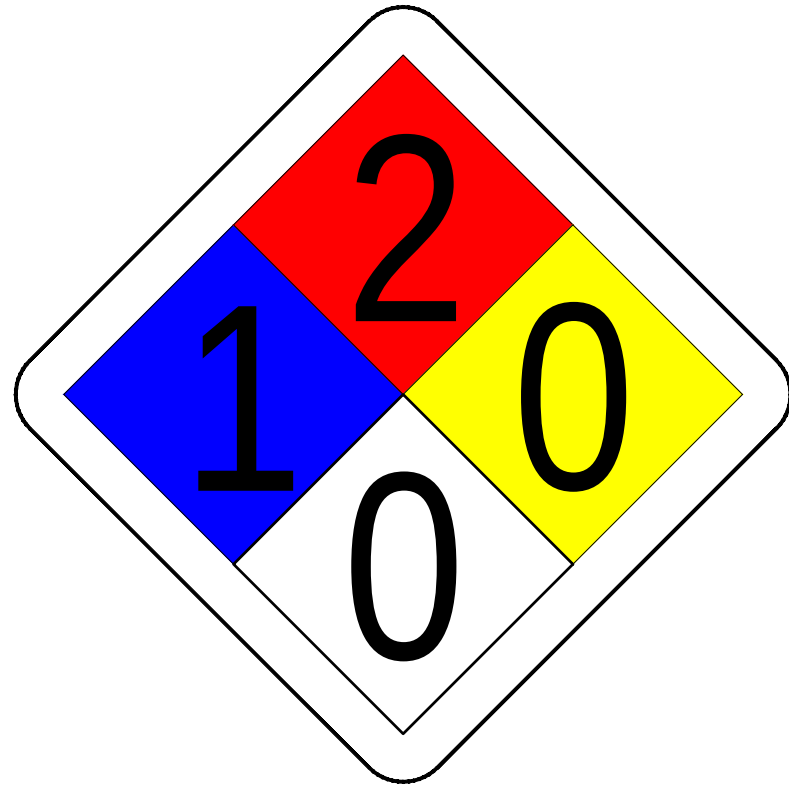
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FIRE DEPARTMENT NOTES

SHEET NUMBER:
FD-1

1

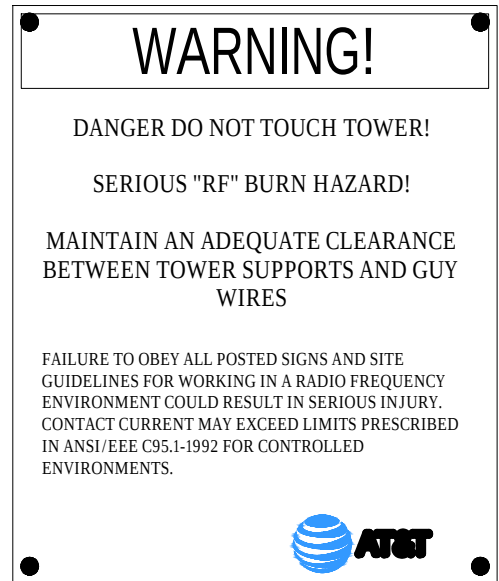


NFPA SIGN
NO SCALE

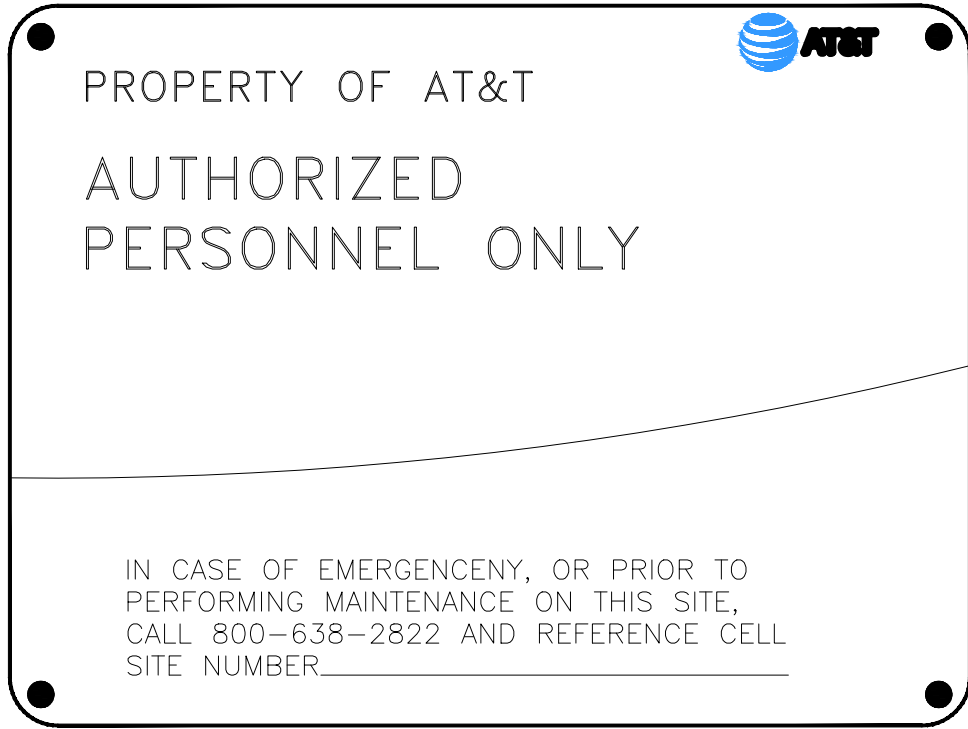


ALERTING SIGN
NO SCALE

ALERTING SIGNS
NO SCALE



ALERTING SIGN
NO SCALE



INFO SIGN #5
NO SCALE

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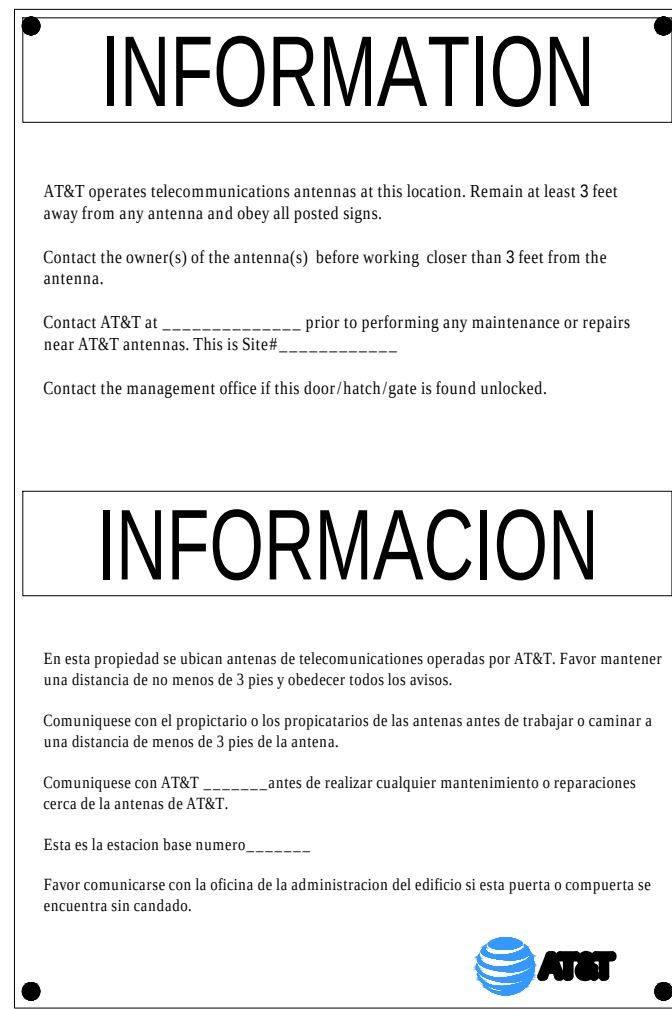
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THIS ROOM CONTAINS
LEAD ACID BATTERY SYSTEMS
AND
ENERGIZED CIRCUITS
Electrolyte Solutions Are Corrosive

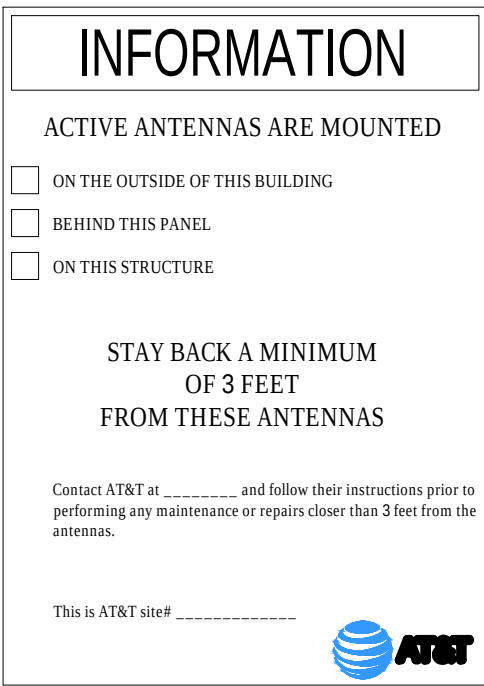
NFPA SIGN
NO SCALE



INFO SIGN #1
NO SCALE



INFO SIGN #3
NO SCALE

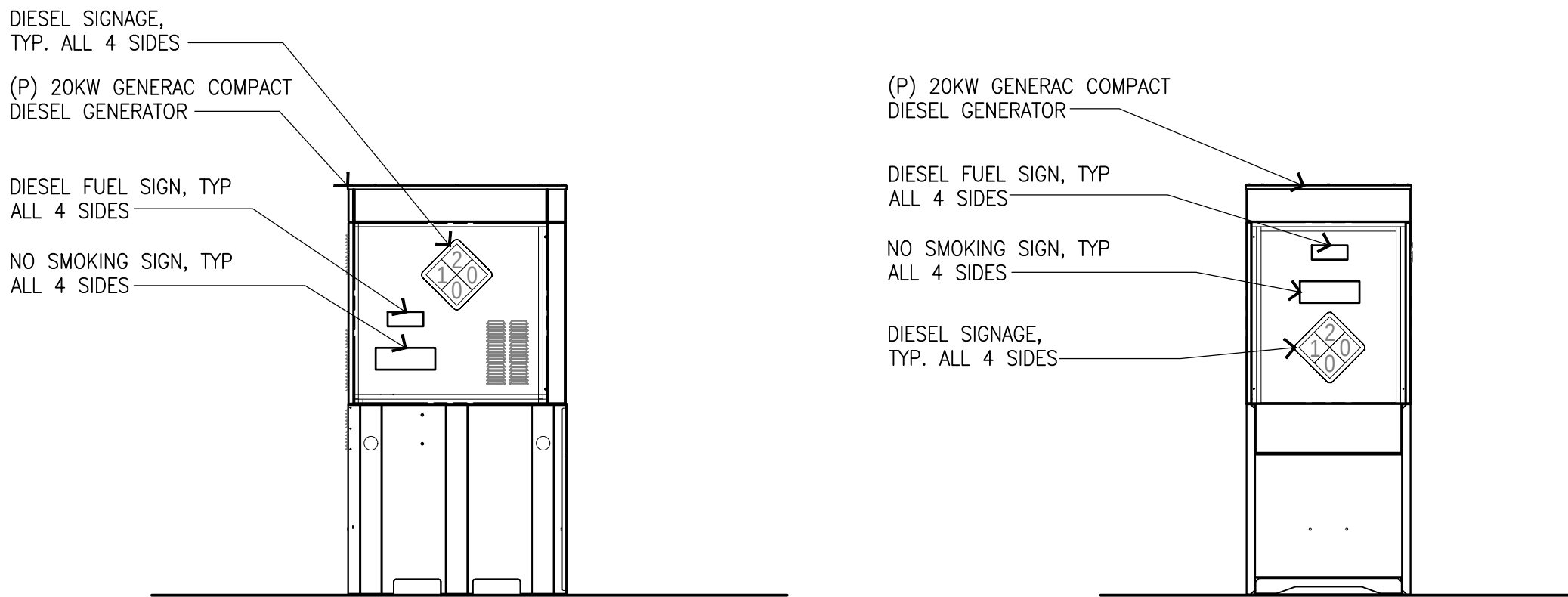


INFO SIGN #2
NO SCALE

GENERAL SIGNAGE GUIDELINES								
Structure Type	INFO SIGN #1	INFO SIGN #2	INFO SIGN #3	INFO SIGN #4	INFO SIGN #5	STRIPING	NOTICE SIGN	CAUTION SIGN
Towers	Monopole/Monopine/Monopalm	entrance gates, shelter doors OR on the outdoor cabinets	climbing side of the Tower	On backside of Antennas	On the side of Antennas	On the shelter door or on one outdoor equipment cabinet		At the height of the first climbing step, min. 9ft above ground
	SCE Towers/ Towers with high voltage	entrance gates, shelter doors OR on the outdoor cabinets	climbing side of the Tower	On backside of Antennas	On the side of Antennas	On the shelter door or on one outdoor equipment cabinet		At the height of the first climbing step, min. 9ft above ground
	Light Poles / Flag Poles	entrance gates, shelter doors OR on the outdoor cabinets	on the pole, no less than 3ft below the Antenna and no less than 9ft above ground	On backside of Antennas	On the side of Antennas	On the shelter door or on one outdoor equipment cabinet		
Utility Wood Poles (JPA)	entrance gates, shelter doors OR on the outdoor cabinets	on the pole, no less than 3ft below the Antenna and no less than 9ft above ground	On backside of Antennas	On the side of Antennas	On the shelter door or on one outdoor equipment cabinet		If GP max value of MPE at antenna level is: 0-99%: Notice sign; over 99%: Caution sign at no less than 3ft below antenna and 9ft above ground	
Microcells mounted on non-JPA poles	entrance gates, shelter doors OR on the outdoor cabinets	on the pole, no less than 3ft below the Antenna and no less than 9ft above ground	On backside of Antennas	On the side of Antennas	On the shelter door or On one outdoor equipment cabinet		Notice or Caution sign at no less than 9ft above ground; only if the exposure exceeds 90% of the General Public exposure at 9ft above ground or at outside surface of adjacent buildings	
Rooftops	At all access points to the roof	X						
	On Antennas	X		X				
	Concealed Antennas	X	X					
	antennas mounted facing outside the building	X	X					
	antennas on support structure	X	X					
	Rooftop Graph:							
	Radiation area is within 3ft from antenna	X	adjacent to each antenna					
	Radiation area is beyond 3ft from antenna	X	adjacent to each antenna			diagonal, yellow striping as to Rooftop graph	either Notice or Caution sign (based on Rooftop results) at antennas/barrier	
Church Steeples	Access to steeple	adjacent to antennas if antennas are concealed	On backside of Antennas	On the side of Antennas	On the shelter door or On one outdoor equipment cabinet			Caution sign at the antennas
Water Stations	Access to ladder	adjacent to antennas if antennas are concealed	On backside of Antennas	On the side of Antennas	On the shelter door or On one outdoor equipment cabinet			Caution sign beside info sign #1, min. 9ft above ground

Notes for Rooftop sites:
1. Either NOTICE or CAUTION signs need to be posted at each sector as close as possible to: the outer edge of the striped off area or the outer antennas of the sector.
2. If Rooftop shows: only blue = Notice Sign, blue and yellow = Caution Sign, only yellow = Caution Sign to be installed.
3. Should the required striping area interfere with any structures or equipment (A/C, vents, roof hatch, doors, other antennas, dishes, etc.), please notify AT&T to modify the striping area, prior to starting the work

SIGNAGE GUIDELINES CHART
NO SCALE



GENERATOR SIGNAGE DETAIL



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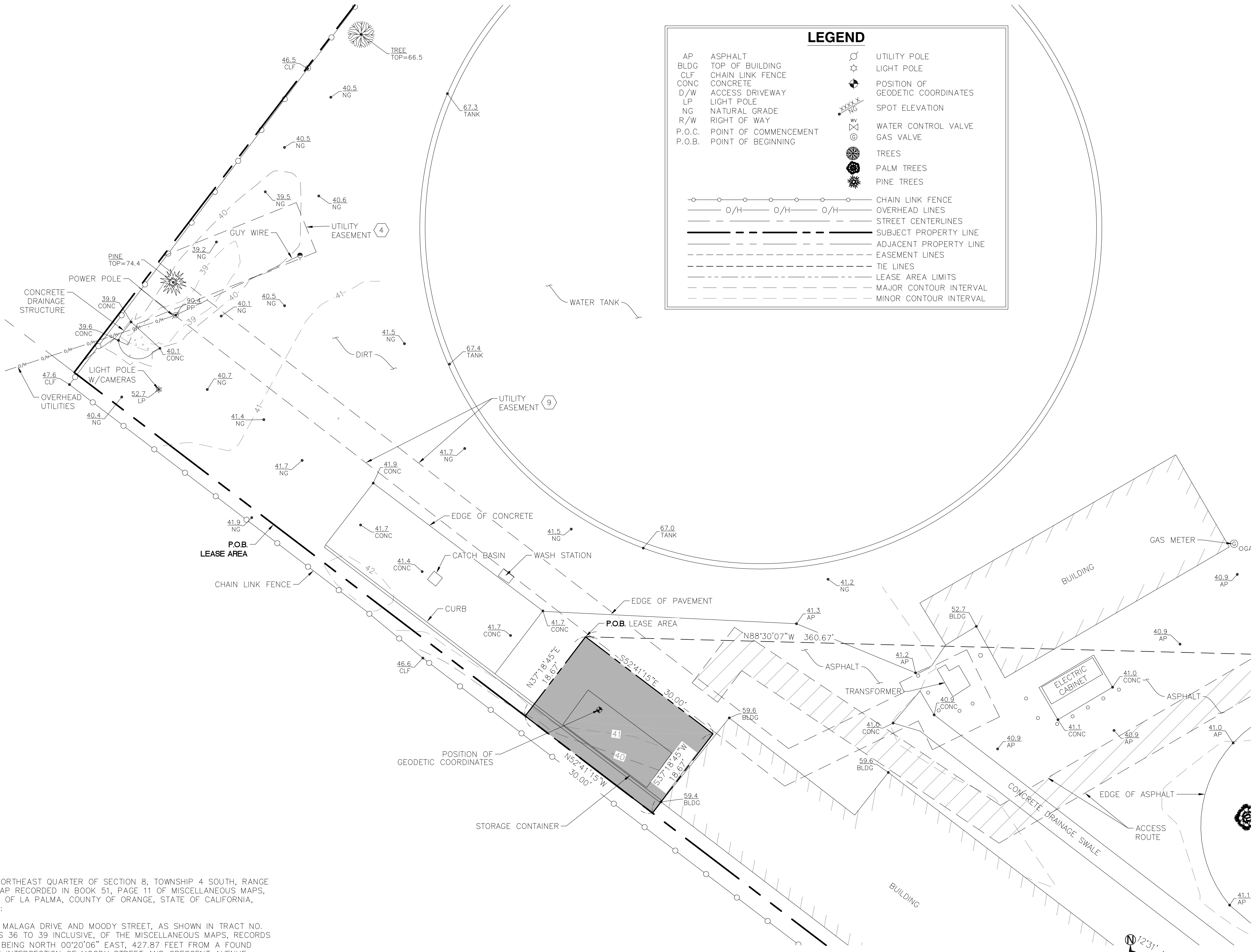
CLL00939
MOODY
8415 MEADOWLARK LANE
LA PALMA, CA 90623
MONOPINE (OUTDOOR)

DRAWN BY: EMS
CHECKED BY: JS

SHEET TITLE:
GENERAL SIGNAGE

SHEET NUMBER:
GS-1

Page 145 of 335



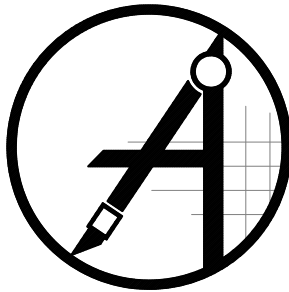
LEASE AREA LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, AS PER MAP RECORDED IN BOOK 51, PAGE 11 OF MISCELLANEOUS MAPS, RECORDS OF THE COUNTY OF ORANGE, IN THE CITY OF LA PALMA, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A SPIKE AT THE INTERSECTION OF MALAGA DRIVE AND MOODY STREET, AS SHOWN IN TRACT NO. 8777, AS PER MAP RECORDED IN BOOK 358, PAGES 36 TO 39 INCLUSIVE, OF THE MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY, CALIFORNIA, SAID POINT BEING NORTH 00°20'06" EAST, 427.87 FEET FROM A FOUND ALUMINUM CAP IN A MONUMENT WELL MARKING THE INTERSECTION OF MOODY STREET AND CRESCENT AVENUE; THENCE ALONG THE CENTERLINE OF MALAGA DRIVE, NORTH 89°32'12" WEST, 517.47 FEET TO THE INTERSECTION OF SAID MALAGA DRIVE AND PARTRIDGE CIRCLE; THENCE LEAVING SAID INTERSECTION, NORTH 88°30'07" WEST, 360.67 FEET TO THE POINT OF BEGINNING.

THENCE SOUTH 52°41'15" EAST, 30.00 FEET; THENCE SOUTH 37°18'45" WEST, 18.67 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE LOS ANGELES INTERURBAN RAILWAY CO.; THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY, NORTH 52°41'15" WEST, 30.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY, NORTH 37°18'45" EAST, 18.67 FEET RETURNING TO THE POINT OF BEGINNING.

CONTAINING 560 SQUARE FEET (0.013 ACRES) OF LAND, MORE OR LESS.



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ANAHEIM, CALIFORNIA 92807

3	11/01/23	NEW DESIGN (C)	(SB)
2	8/01/22	UPDATE (C)	
1	4/20/22	DESIGN (C)	
0	3/30/22	TITLE WORK (C)	
A	3/15/22	PRELIMINARY	
REV	DATE	DESCRIPTION	



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CLL00939

8415 MEADOWLARK LANE
LA PALMA, CA 90623

SHEET TITLE
SURVEY DETAIL

SHEET NUMBER

LS-2

PARENT PARCEL LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF LA PALMA, COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THE NORTH 360.00 FEET OF THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, IN THE CITY OF LA PALMA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 51, PAGE 11 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING SOUTHERLY OF THE NORTH 20 ACRES OF THAT PORTION OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, WHICH IS NORTHEASTERLY OF THE LOS ANGELES INTER-URBAN RAILWAY COMPANY RIGHT OF WAY RECORDED NOVEMBER 14, 1905 IN BOOK 122, PAGE 262 OF DEEDS.

EXCEPT THE EAST 638.60 FEET THEREOF.

ALSO EXCEPT THAT PORTION THEREOF LYING NORTHWESTERLY OF THE SOUTHEASTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO THE ORANGE COUNTY FLOOD CONTROL DISTRICT, RECORDED NOVEMBER 21, 1961 IN BOOK 5919, PAGE 512 OF OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM ANY AND ALL OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES, AS MORE PARTICULARLY SET FORTH AND PROVIDED IN VARIOUS INSTRUMENTS OF RECORD.

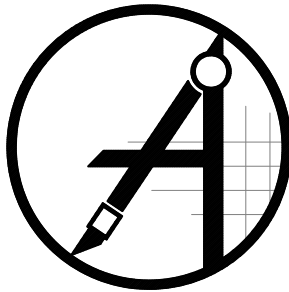
APN: 262-233-01

SCHEDULE "B" NOTE

REFERENCE IS MADE TO THE TITLE REPORT ORDER NUMBER 92016882-920-CMM-CM8 ISSUED BY COMMONWEALTH LAND TITLE INSURANCE COMPANY, DATED JANUARY 25, 2022. ALL EASEMENTS CONTAINED WITHIN SAID TITLE REPORT AFFECTING THE IMMEDIATE AREA SURROUNDING THE LEASE HAVE BEEN PLOTTED.

ITEMIZED NOTES:

1. WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT DISCLOSED BY THE PUBLIC RECORDS. (THE EXCEPTION IS A STANDARD EXCEPTION AND NOT THE TYPE TO BE DEPICTED HEREON)
2. USE AND CONTROL OF CIENEGAS AND NATURAL STREAMS OF WATER, IF ANY, NATURALLY UPON, FLOWING ACROSS, INTO OR BY SAID TRACT, AND THE RIGHT OF WAY FOR AND TO CONSTRUCT IRRIGATION OR DRAINAGE DITCHES THROUGH SAID LAND TO IRRIGATE OR DRAIN THE ADJACENT LAND, AS RESERVED IN A DEED
RECORDING DATE: SEPTEMBER 3, 1892
RECORDING NO.: BOOK 77, PAGE 35 OF DEEDS
(BLANKET IN NATURE)
3. DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE IN AREA, ENCROACHMENTS, OR ANY OTHER MATTERS SHOWN ON
MAP: RECORD OF SURVEY
RECORDING NO: BOOK 26, PAGE 32 OF RECORD OF SURVEY
(NOTHING TO PLOT)
4. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: SOUTHERN CALIFORNIA EDISON COMPANY
PURPOSE: PUBLIC UTILITIES
RECORDING DATE: MARCH 20, 1967
RECORDING NO: BOOK 8202, PAGE 826 OF OFFICIAL RECORDS
AFFECTS: A PORTION OF SAID LAND
(AS SHOWN ON SURVEY – DOES NOT AFFECT LEASE AREA)
7. DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE IN AREA, ENCROACHMENTS, OR ANY OTHER MATTERS SHOWN ON
MAP: RECORD OF SURVEY
RECORDING NO: BOOK 99, PAGE 1 OF RECORD OF SURVEY
(NOTHING TO PLOT)
8. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: ORANGE COUNTY WATER DISTRICT
PURPOSE: EXCAVATING A WATER WELL AND FOR INGRESS AND EGRESS FOR SAMPLING AND MONITORING OF THE WATER WELL
RECORDING DATE: JANUARY 11, 1984
RECORDING NO: 14436 OF OFFICIAL RECORDS
AFFECTS: A PORTION OF SAID LAND
AFFECTS: THE HEREIN DESCRIBED LAND AND OTHER LAND.
(BLANKET IN NATURE)
9. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: SOUTHERN CALIFORNIA EDISON COMPANY
PURPOSE: PUBLIC UTILITIES
RECORDING DATE: MARCH 5, 1986
RECORDING NO: 88086 OF OFFICIAL RECORDS
AFFECTS: A PORTION OF SAID LAND
(AS SHOWN ON SURVEY – AFFECTS LEASE AREA AND ACCESS ROUTE)
10. PLEASE BE ADVISED THAT OUR SEARCH DID NOT DISCLOSE ANY OPEN DEEDS OF TRUST OF RECORD. IF YOU SHOULD HAVE KNOWLEDGE OF ANY OUTSTANDING OBLIGATION, PLEASE CONTACT THE TITLE DEPARTMENT IMMEDIATELY FOR FURTHER REVIEW PRIOR TO CLOSING.
(THE EXCEPTION IS A STANDARD EXCEPTION AND NOT THE TYPE TO BE DEPICTED HEREON)
11. ANY RIGHTS OF THE PARTIES IN POSSESSION OF A PORTION OF, OR ALL OF, SAID LAND, WHICH RIGHTS ARE NOT DISCLOSED BY THE PUBLIC RECORDS.
THE COMPANY WILL REQUIRE, FOR REVIEW, A FULL AND COMPLETE COPY OF ANY UNRECORDED AGREEMENT, CONTRACT, LICENSE AND/OR LEASE, TOGETHER WITH ALL SUPPLEMENTS, ASSIGNMENTS AND AMENDMENTS THERETO, BEFORE ISSUING ANY POLICY OF TITLE INSURANCE WITHOUT EXCEPTING THIS ITEM FROM COVERAGE.
THE COMPANY RESERVES THE RIGHT TO EXCEPT ADDITIONAL ITEMS AND/OR MAKE ADDITIONAL REQUIREMENTS AFTER REVIEWING SAID DOCUMENTS.
(THE EXCEPTION IS A STANDARD EXCEPTION AND NOT THE TYPE TO BE DEPICTED HEREON)



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ANAHEIM, CALIFORNIA 92807

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2	8/01/22	UPDATE (C)	
1	4/20/22	DESIGN (C)	
0	3/30/22	TITLE WORK (C)	
A	3/15/22	PRELIMINARY	
REV	DATE	DESCRIPTION	



11/02/2023

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8415 MEADOWLARK LANE
LA PALMA, CA 90623

SHEET TITLE
NOTES

SHEET NUMBER

LS-3

LEGEND

AP	ASPHALT	UTILITY POLE
BLDG	TOP OF BUILDING	LIGHT POLE
CLF	CHAIN LINK FENCE	POSITION OF GEODETIC COORDINATES
CONC	CONCRETE	WATER CONTROL VALVE
D/W	ACCESS DRIVEWAY	GAS VALVE
LP	LIGHT POLE	TREES
NG	NATURAL GRADE	PALM TREES
R/W	RIGHT OF WAY	PINE TREES

CHAIN LINK FENCE
OVERHEAD LINES
STREET CENTERLINES
SUBJECT PROPERTY LINE
ADJACENT PROPERTY LINE
EASEMENT LINES
TIE LINES
LEASE AREA LIMITS
MAJOR CONTOUR INTERVAL
MINOR CONTOUR INTERVAL

MOODY CREEK

SECTOR 'C' 340°

SECTOR 'B' 220°

SECTOR 'A' 100°

ENLARGED SITE PLAN

MOODY CREEK

MEADOWLARK LN

MALAGA DR

PROPERTY LINE

(E) BUILDING

(E) WATER TANK

(E) UTILITY POLE

(E) UTILITY EASEMENT

(E) CHAIN LINK FENCE

(E) CONCRETE PAD

(E) TRANSFORMER (POWER P.O.C.)

(E) ELECTRIC CABINET

(P) POWER CONDUIT TRENCH (APPROX. ±50')

(P) ACCESS ROUTE TO SITE

(P) TELCO CONDUIT TRENCH (APPROX. ±320')

(P) 17X30 HANDHOLE (TELCO MMP)

(E) ACCESS DRIVEWAY

(E) ACCESS GATE

APN: 262-233-01 MOODY

APN: 262-233-02

APN: 262-233-03

APN: 262-233-04

APN: 262-233-05

APN: 262-233-06

APN: 262-233-08

APN: 262-233-09

NOTE: THESE DRAWINGS WERE CREATED BASED ON A SURVEY PROVIDED BY AT&T AND COMPLETED BY AMBIT CONSULTING, LLC. PLEASE REFER TO THE SURVEY SHEETS FOR ALL PROPERTY LINES, EASEMENTS AND DIMENSIONS.

AT&T LEASE AREA AND ANTENNA LOCATION

(P) POWER/TELCO CONDUIT TRENCH (APPROX. ±76')

(E) WATER TANK

(P) ACCESS ROUTE TO SITE

(E) UTILITY EASEMENT

(E) BUILDING

SCALE: 1"=20'-0"

10' 20' 40'

1

AT&T

1452 EDINGER AVE.
TUSTIN, CALIFORNIA 92780

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ANNAPOLIS, MD 21401
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FAX: (949) 387-1275

CASA INDUSTRIES

4430 E. MIRALOMA AVE, SUITE D
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MOODY
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MONOPINE (OUTDOOR)

DRAWN BY:	CHECKED BY:
EMS	JS

SHEET TITLE:
SITE PLAN

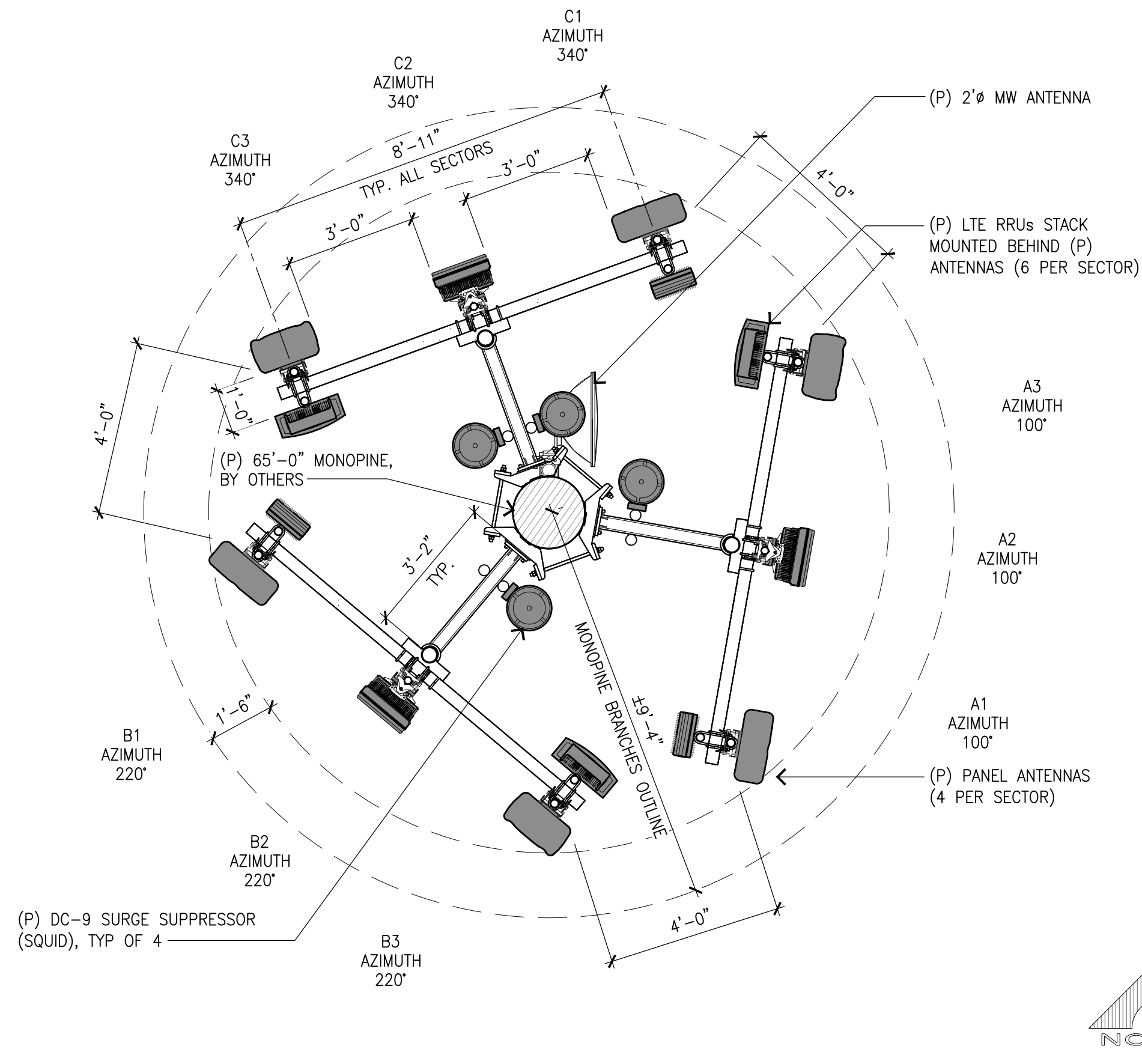
SHEET NUMBER:
A-1

ENLARGED SITE PLAN

2

SITE PLAN

NOTES:
- NO EXPOSED PIPES ABSENT ANTENNAS SHALL BE INSTALLED ANYTIME.
- PAINTING OF BRACKETS, PIPE, MOUNTS, ETC. SHOULD MATCH THE COLOR OF MONOPINE FOLIAGE.
- ALL ANTENNAS TO HAVE PINE SOCKS



ANTENNA PLAN

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

PROPOSED ANTENNA AND TRANSMISSION CABLE REQUIREMENTS						
SECTOR	PROPOSED TECHNOLOGY	ANTENNA		ANTENNA AZIMUTH	RAD CENTER	TRANSMISSION LINES (LENGTH FT +/-)
		AIR/HEX/8-PORT	SIZE (4'; 6'; 8')			
ALPHA SECTOR	A1	COMMSCOPE NNH4-65C-R6-V3	8'	100'	51'-0"	<12' +/- 70'
	A2	ERICSSON AIR6449 N77D + AIR6419 N77G	2'-7" + 2'-4"	100'	<12'	+/- 70'
	A3	QUINTEL QD8612-7 COMMSCOPE	8'	100'	51'-0"	<12' +/- 70'
BETA SECTOR	B1	COMMSCOPE NNH4-65C-R6-V3	8'	220'	51'-0"	<12' +/- 70'
	B2	ERICSSON AIR6449 N77D + AIR6419 N77G	2'-7" + 2'-4"	220'	<12'	+/- 70'
	B3	QUINTEL QD8612-7 COMMSCOPE	8'	220'	51'-0"	<12' +/- 70'
GAMMA SECTOR	C1	COMMSCOPE NNH4-65C-R6-V3	8'	340'	51'-0"	<12' +/- 70'
	C2	ERICSSON AIR6449 N77D + AIR6419 N77G	2'-7" + 2'-4"	340'	<12'	+/- 70'
	C3	QUINTEL QD8612-7 COMMSCOPE	8'	340'	51'-0"	<12' +/- 70'

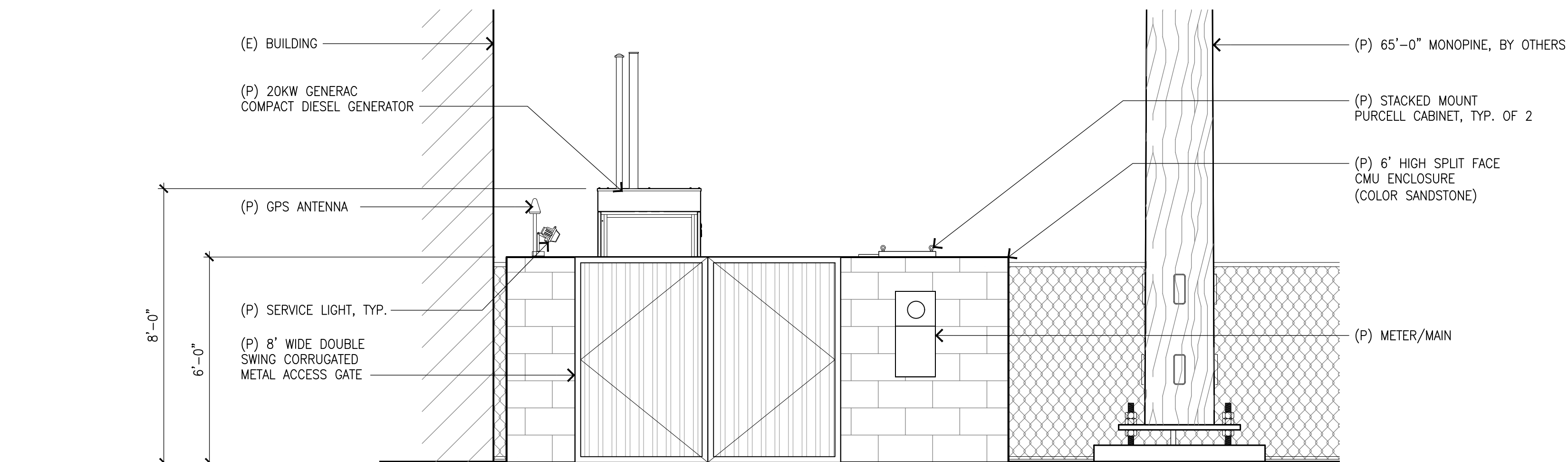
REMOTE RADIO UNITS (RRU'S)							
SECTOR		RRU UP OR DOWN	RRU COUNT	RRU LOCATION (DISTANCE FROM ANTENNA)	MINIMUM CLEARANCES		
					ABOVE	BELOW	SIDES
ALPHA SECTOR	A1	UP	3	<12'	18"	8"	8"
	A2	UP	-	<12'	18"	8"	8"
	A3	UP	3	<12'	18"	8"	8"
BETA SECTOR	B1	UP	3	<12'	18"	8"	8"
	B2	UP	-	<12'	18"	8"	8"
	B3	UP	3	<12'	18"	8"	8"
GAMMA SECTOR	C1	UP	3	<12'	18"	8"	8"
	C2	UP	-	<12'	18"	8"	8"
	C3	UP	3	<12'	18"	8"	8"

ANTENNA AND RRU SCHEDULE (PENDING RFDS)

4

EQUIPMENT ELEVATION

LEASE AREA PLAN



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

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CLL00939
MOODY
8415 MEADOWLARK LANE
LA PALMA, CA 90623
MONOPINE (OUTDOOR)

DRAWN BY: EMS
CHECKED BY: JS

SHEET TITLE:
LEASE AREA/ANTENNA PLAN
AND ANTENNA/RRU SCHEDULE

SHEET NUMBER:
A-2



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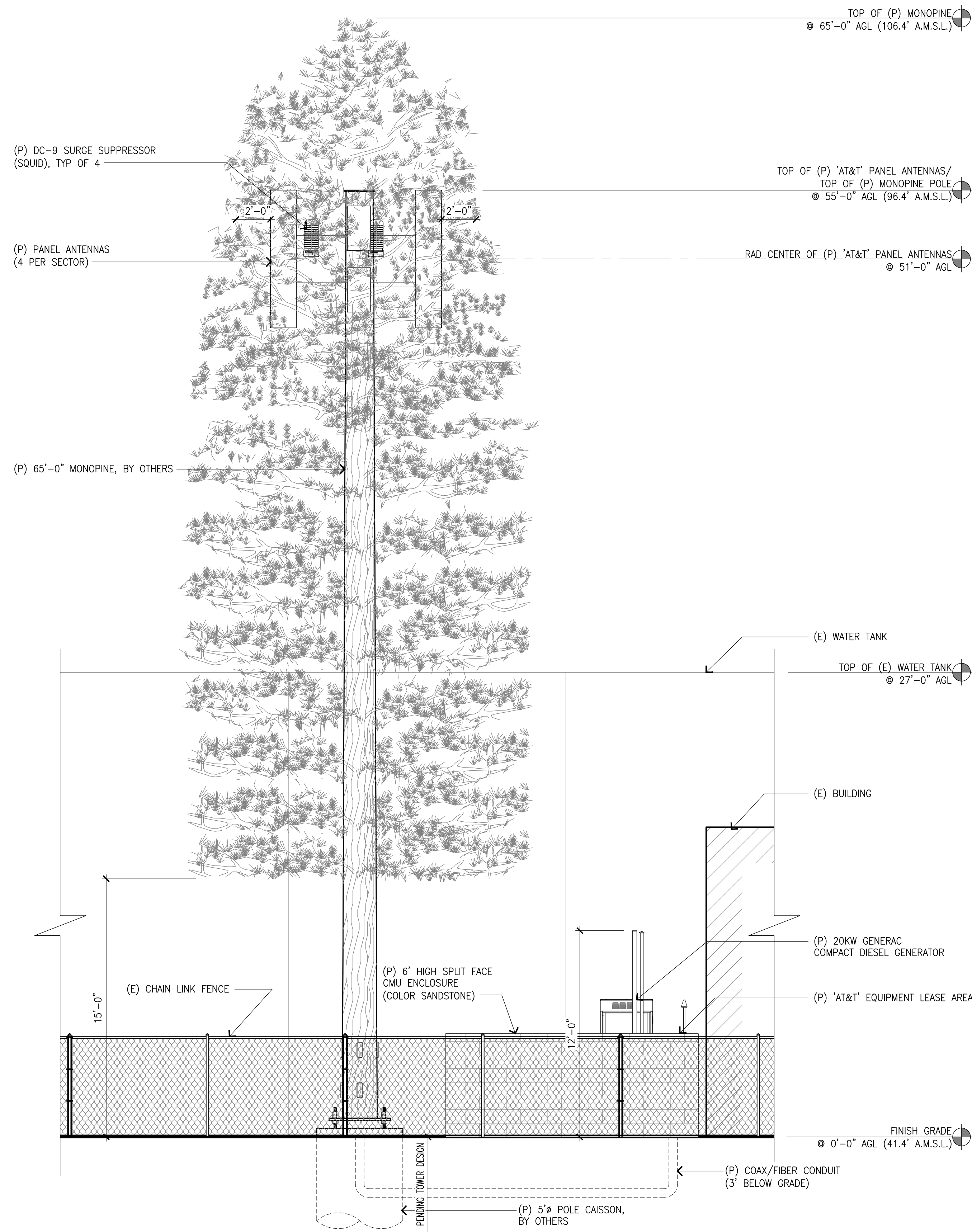
1997 ANNAPOLIS EXCHANGE PKWY, SUITE 200
ANNAPOLIS, MD 21401
TEL: (849) 387-1265
FAX: (849) 387-1275



4430 E. MIRALOMA AVE. SUITE D
ANAHEIM, CALIFORNIA 92807

REV	DATE	DESCRIPTION
1	09/13/23	REVISED W/ SHORTER MONOPINE
0	10/25/23	100% ZONING DRAWINGS
B	07/14/23	NEW LEASE AREA LOCATION

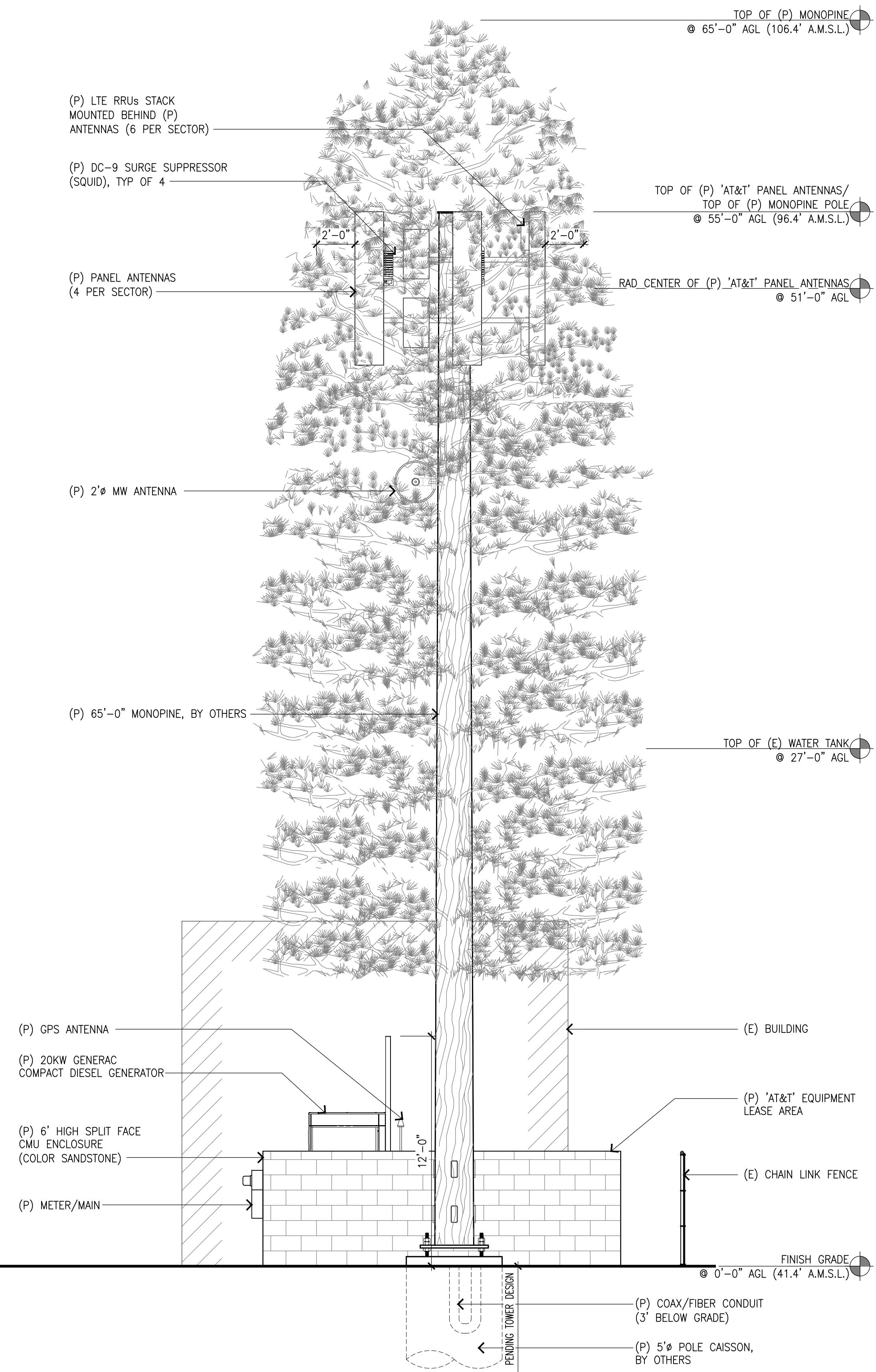
SCALE:
3/8"=1'-0" **2**



SOUTHWEST ELEVATION

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

2



NORTHWEST ELEVATION

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

1



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8415 MEADOWLARK LANE
LA PALMA, CA 90623
MONOPINE (OUTDOOR)

DRAWN BY:

EMS

CHECKED BY:

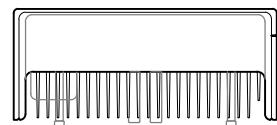
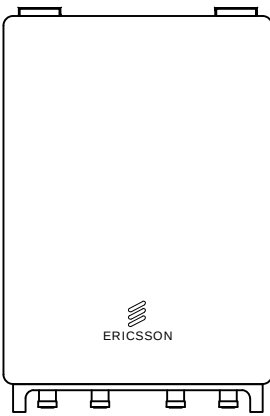
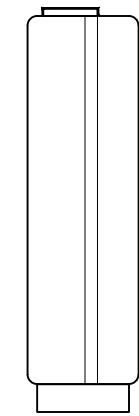
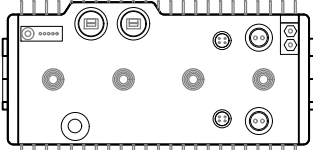
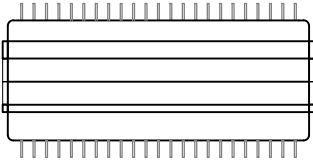
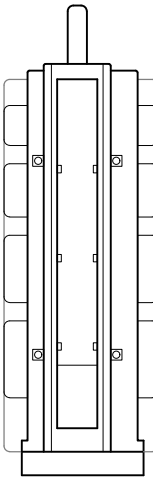
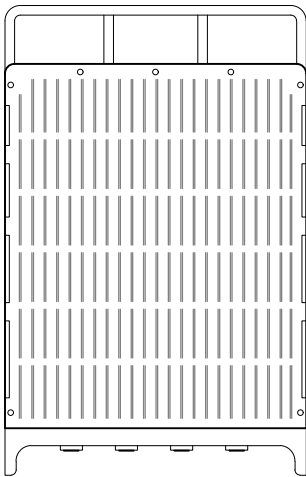
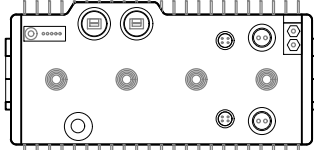
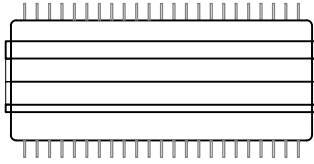
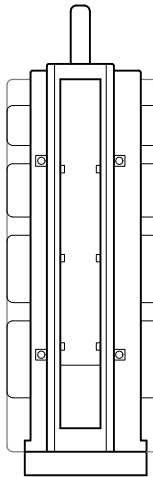
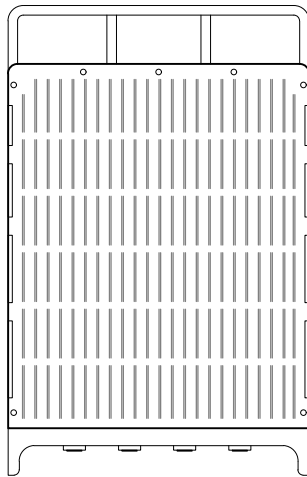
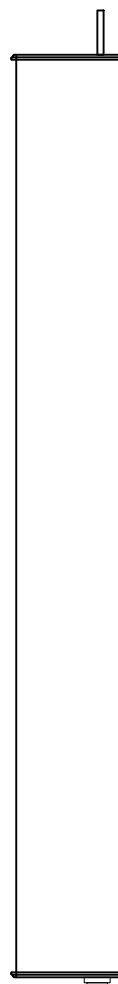
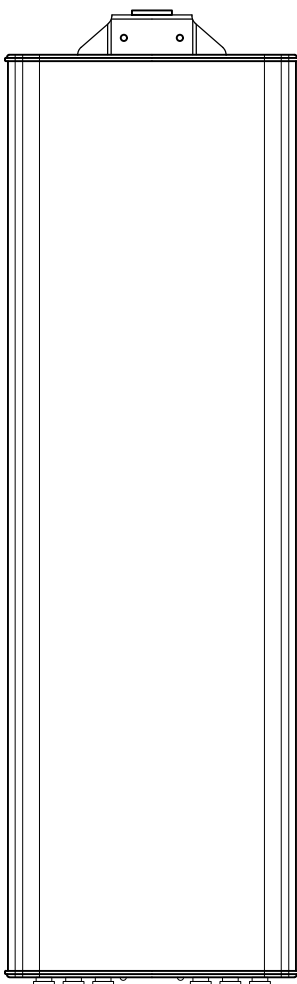
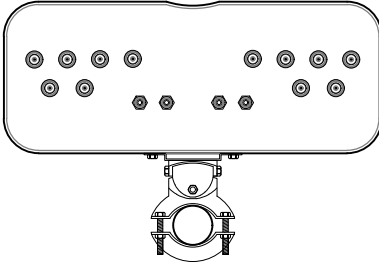
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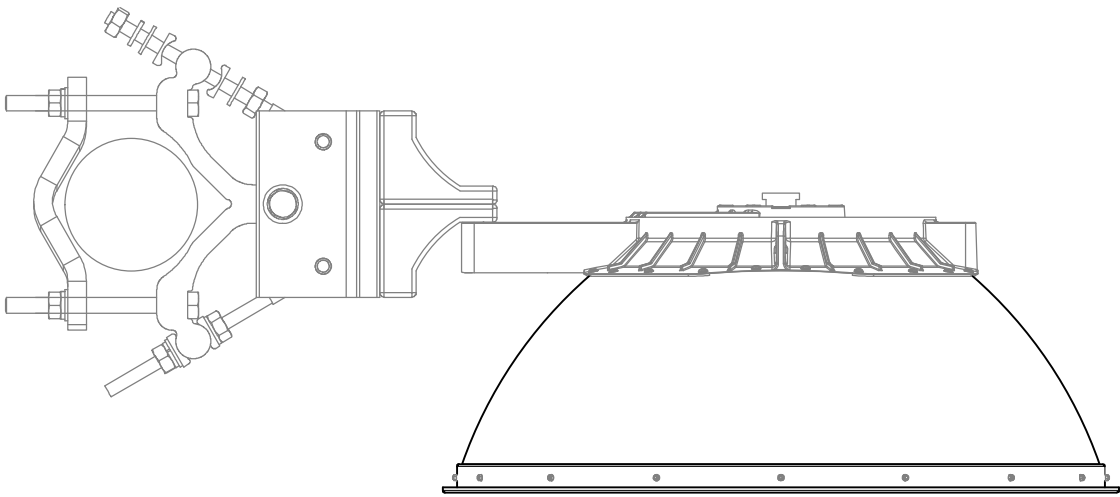
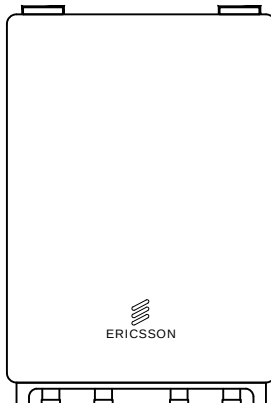
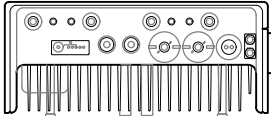
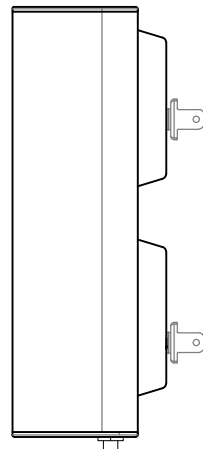
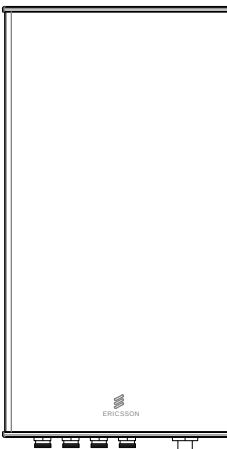
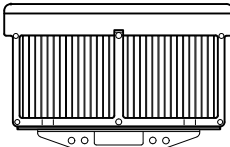
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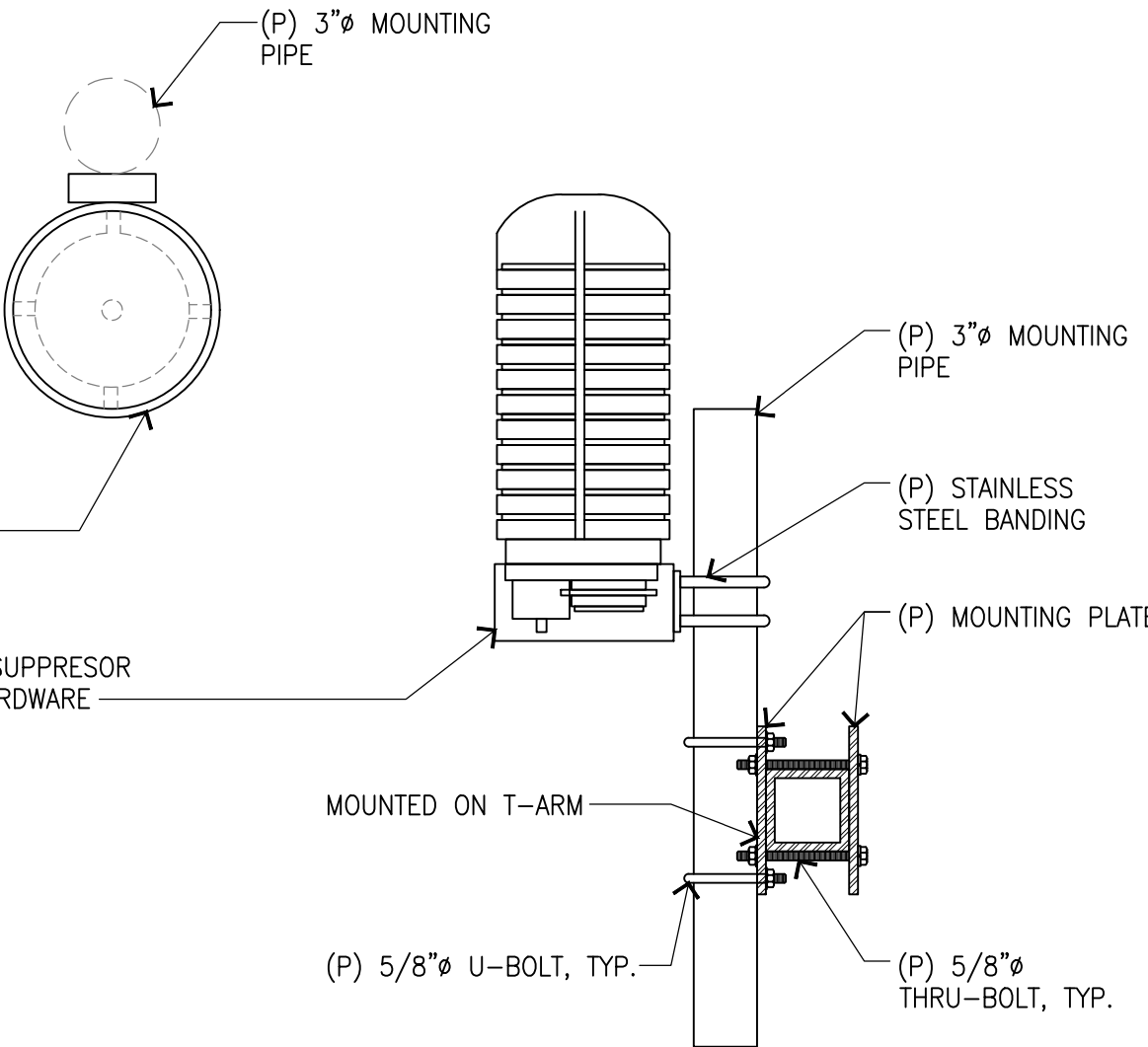
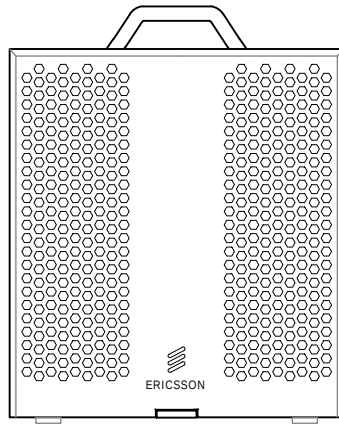
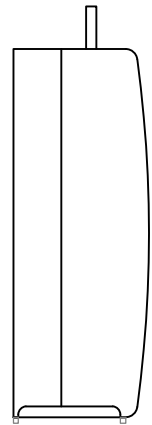
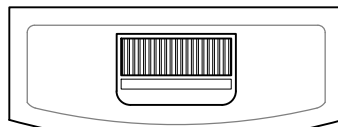
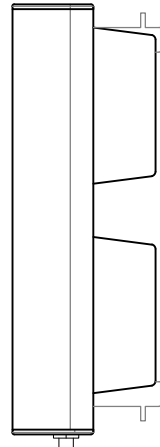
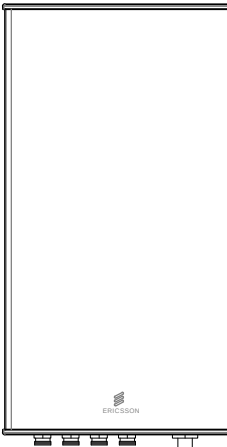
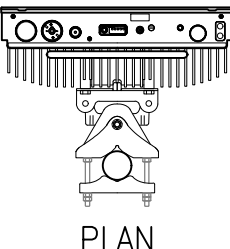
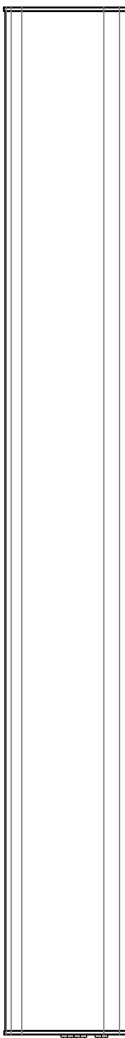
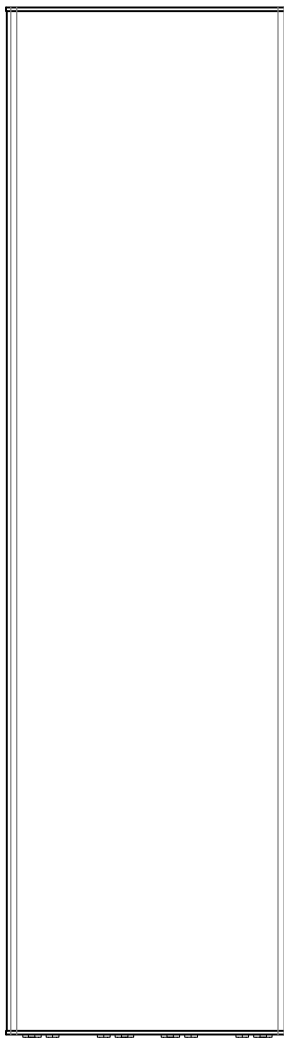
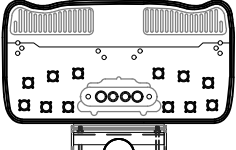
A-3

MANUFACTURER: ERICSSON MODEL NO.: RRUS 4478 B14 DIMENSIONS, HxDxW: 15"x7.3"x13.2" WEIGHT: 59.4 lbs  SIDE VIEWFRONT VIEWTOP VIEW		MANUFACTURER: ERICSSON MODEL: RRUS 8843 B25/B66A DIMENSIONS, WxDxH: 13.1"x11.0"x14.96" WEIGHT (W/O MOUNTING HARDWARE): 32.6 Kg/71.87 lbs  FRONT VIEWSIDE VIEWTOP VIEWBOTTOM VIEW		MANUFACTURER: ERICSSON MODEL: RRUS 4449 B5/B12 DIMENSIONS, WxDxH: 13.1"x9.3"x14.9" WEIGHT (W/O MOUNTING HARDWARE): 33.6 Kg/74 lbs  FRONT VIEWSIDE VIEWTOP VIEWBOTTOM VIEW		MANUFACTURER: COMMSCOPE MODEL NO.: NNH4-65C-R6-V3 DIMENSIONS, HxWxD: 96"x19.6"x7.8" WEIGHT: 102.1 lbs  BOTTOM VIEWFRONT VIEWSIDE VIEW
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RRUS 4478 B14 SPECIFICATIONS	10	RRUS 8843 B25-B66A SPECS	7	RRUS 4449 B5/B12 SPECIFICATIONS	4	ANTENNA SPECIFICATIONS	1
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MANUFACTURER: COMMSCOPE MODEL NO.: VHLP2-18 DIMENSIONS, Ø: 2.0'Ø WEIGHT: 27 lbs. 		MANUFACTURER: ERICSSON MODEL NO.: RRUS 4415 B30 DIMENSIONS, HxDxW: 16.5"x13.4"x5.9" WEIGHT: 46 lbs  TOP VIEWSIDE VIEWFRONT VIEW		MANUFACTURER: ERICSSON MODEL: AIR6449 N77D DIMENSIONS, HxWxD: 31" X 15.9" X 8.7" WEIGHT: 83.6 lbs.  PLANFRONT VIEWSIDE VIEW			
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MW SPECIFICATIONS	11	RRUS 4415 B30 SPECIFICATIONS	8	ANTENNA SPECIFICATIONS	5	NOT USED	2
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MANUFACTURER: RAYCAP MODEL: DC9-48-60-24-8C-EV DIMENSIONS, HxWxD: 10.24'Ø x31.4" WEIGHT, WITH PRE-MOUNTED BRACKETS: 26.2 lbs 		MANUFACTURER: ERICSSON MODEL NO.: RRUS E2 B29 DIMENSIONS, HxDxW: 20.4"x7.5"x18.5" WEIGHT: 60 lbs  TOP VIEWSIDE VIEWFRONT VIEW		MANUFACTURER: ERICSSON MODEL: AIR6419 B77C DIMENSIONS, HxWxD: 28.3" X 16.1" X 7.9" WEIGHT (W/O MOUNTING HARDWARE): 66.1 lbs.  PLANFRONT VIEWSIDE VIEW		MANUFACTURER: QUINTEL MODEL NO.: QD8612-7 DIMENSIONS, HxWxD: 96"x18.1"x9.6" WEIGHT: 127 lbs  BOTTOM VIEWFRONT VIEWSIDE VIEW
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DC-09 (SQUID) SURGE SUPPRESSOR	12	RRUS-E2 B29 SPECIFICATIONS	9	ANTENNA SPECIFICATIONS	6	ANTENNA SPECIFICATIONS	3
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4430 E. MIRALOMA AVE. SUITE D
ANAHEIM, CALIFORNIA 92807

1	09/13/23	REVISED W/ SHORTER MONOPINE
0	10/25/23	100% ZONING DRAWINGS
B	07/14/23	NEW LEASE AREA LOCATION
REV	DATE	DESCRIPTION

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CLL00939
MOODY
8415 MEADOWLARK LANE
LA PALMA, CA 90623
MONOPINE (OUTDOOR)

DRAWN BY:	CHECKED BY:
EMS	JS

SHEET TITLE:
EQUIPMENT SPECIFICATIONS

SHEET NUMBER:
A-6

SDC20 | 2.5L | 20 kW - AC
INDUSTRIAL DIESEL GENERATOR SET
EPA Certified Stationary Emergency

Standby Power Rating
20 kW AC, 60 Hz



Image used for illustration purposes only

Codes and Standards

Generac products are designed to the following standards:

- UL2200, UL508, UL142, UL489
- NFPA 37, 70, 99, 110
- NEC700, 701, 702, 708
- ISO 3046, 7637, 8528, 9001
- NEMA ICS10, MG1, 25C, ICS6, AB1
- ANSI C62.41

Powering Ahead

For over 50 years, Generac has provided innovative design and superior manufacturing.

Generac ensures superior quality by designing and manufacturing most of its generator components, including alternators, enclosures and base tanks, control systems and communications software.

Generac gensets utilize a wide variety of options, configurations and arrangements, allowing us to meet the standby power needs of practically every application.

Generac searched globally to ensure the most reliable engines power our generators. We choose only engines that have already been proven in heavy-duty industrial applications under adverse conditions.

Generac is committed to ensuring our customers' service support continues after their generator purchase.

SDC20 | 2.5L | 20 kW - AC
INDUSTRIAL DIESEL GENERATOR SET
EPA Certified Stationary Emergency

STANDARD FEATURES

ENGINE SYSTEM

- Oil Drain Extension
- Air Cleaner with Service Indicator
- Fan Guard
- Stainless Steel Flexible Exhaust Connection
- Exhaust Silencer with Drain
- Factory Filled Oil & Coolant

Fuel System

- Primary Fuel Filter

Cooling System

- 120V AC Coolant Heater
- Charged Coolant Recovery System
- UV/Ozone Resistant Hoses
- Factory-Installed Radiator
- 50/50 Ethylene Glycol Antifreeze
- Radiator Drain Extension

Electrical System

- Battery Charging Alternator
- AGM Spill Proof Battery
- Battery Cables
- Sealed/Rubber-Booted Engine Electrical Connections
- Solenoid Activated Starter Motor
- Output Circuit Breaker

ALTERNATOR SYSTEM

- Class H Insulation Material
- Vented Rotor
- 2/3 Pitch
- Screwed Stator
- Armature Winding
- Brushless Excitation
- Sealed Bearings
- Rotor Dynamically Spin Balanced
- Full Load Capacity Alternator
- Protective Thermal Shutdown

GENERATOR SET

- Single Side Service
- Internal Genset Vibration Isolators
- Separation of Circuits - High/Low Voltage
- Silencer Heat Shield
- High Heat Wrapped Exhaust Piping
- Silencer Enclosed Within Generator
- 5 Year Extended Warranty
- Extended Factory Testing
- 12 Gallon System Spill Containment
- 2.5 Gallon Fuel Fill Spill Containment

ENCLOSURE

- Serviceable Items Accessible Through Lift-Off Door
- High Performance Sound-Absorbing Material
- Gasketed Door
- Stamped Air-Intake Louvers
- Single Door Lock/Lockable with Key & Padlock
- Rhino Coat™ - Textured Polyester Powder Coat
- 150 MPH Wind Rating
- 36" Snow Rating

FUEL TANK

- UL 142 Compliant
- Double Wall Construction
- Factory Pressure Tested (5 psi)
- Rupture Basin Alarm
- Fuel Level Gauge and Sender
- Check Valve in Supply Line
- Rhino Coat™ - Textured Polyester Powder Coat
- Stainless Steel Hardware
- Integrated Fork Pockets

CONTROL SYSTEM

- Digital H Control Panel - Dual 4x20 Display
- Programmable Circuit Limiter
- 7-Day Programmable Exerciser
- Special Applications Programmable PLC
- RS-232/485 Communications
- All-Phase Sensing Voltage Regulator
- Fuel System Status
- 2-Wire Start Compatible
- Power Output (kW)
- Power Factor
- kW Hours, Total & Last Run
- Real/Reactive/Apparent Power
- All Phase AC Voltage
- All Phase Currents
- Oil Pressure
- Coolant Temperature
- Coolant Level
- Engine Speed
- Battery Voltage

Frequency

- Date/Time Fault History (Event Log)
- Isynchronous Governor Control
- Waterproof/Sealed Connectors
- Audible Alarms and Shutdowns
- Not in Auto (Flashing Light)
- Auto/Off/Manual Switch
- E-Stop (Red Mushroom-Type)
- WPA110 Level I and II (Programmable)
- Customizable Alarms, Warnings, and Events
- Modbus protocol
- Proactive Maintenance Algorithm
- Sealed Boards
- Password Parameter Adjustment Protection
- Single Point Ground Connections
- 15 Channel Data Logging
- 0.2 msec High Speed Data Logging
- Alarm Information Automatically Comes Up On the Display

Generator Run-Dry Contact

- Major Alarm - Dry Contact
- Minor Alarm - Dry Contact
- Low Fuel Alarm - Dry Contact
- Rupture Basin Alarm - Dry Contact
- Alarms & Warnings for Transient and Steady State Conditions
- Snap Shots of Key Operation Parameters During Alarms & Warnings
- Alarms and Warnings Spelled Out (No Alarm Codes)

Alarms

MODEL OPTIONS

CONTROL SYSTEM

- 21 Light Annunciator - Shipped Loose Kit and Field Installed
- External E-Stop-Shipped Loose Kit and Field Installed

ENCLOSURE

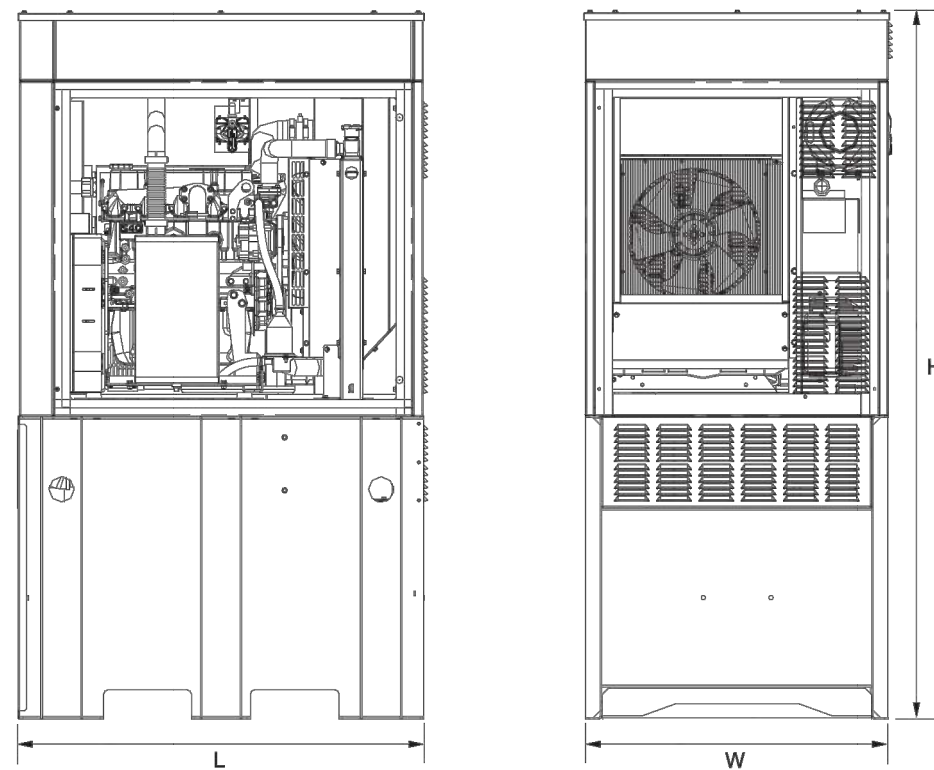
- Aluminum Enclosure
- Extreme Cold Weather Kit - Shipped Loose Kit and Field Installed

TANKS

- External Fuel Vent- Shipped Loose Kit and Field Installed

SDC20 | 2.5L | 20 kW - AC
INDUSTRIAL DIESEL GENERATOR SET
EPA Certified Stationary Emergency

DIMENSIONS AND WEIGHTS*



Level 2 Sound Attenuation Enclosure

Run Time Hours	48
Usable Capacity Gal (L)	92 (348.2)
L x W x H in (mm)	48 x 36 x 90 (1219.2 x 914.4 x 2286)
Weight lbs (kg)	2400 (1089)
Sound Level	71 dBA

* All measurements are approximate and for estimation purposes only.

YOUR FACTORY RECOGNIZED GENERAC INDUSTRIAL DEALER

Specification characteristics may change without notice. Dimensions and weights are for preliminary purposes only. Please consult a Generac Power Systems Industrial Dealer for detailed installation drawings.

Generac Power Systems, Inc. | P.O.Box 8 | Waukesha, WI 53189
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Document No. 10000009019
Rev. WP 11/04/16

SDC20 | 2.5L | 20 kW - AC
INDUSTRIAL DIESEL GENERATOR SET
EPA Certified Stationary Emergency

APPLICATION AND ENGINEERING DATA

ENGINE SPECIFICATIONS

General		Cooling System	
Make	Mitsubishi	Cooling System Type	Forced Circulation
EPA Emissions Compliance	Interim Tier 4	Water Pump Type	Centrifugal Pump
Cylinder #	4	Fan Type	Pusher
Type	In-Line	Fan Speed (rpm)	2100
Displacement - L (Cu In)	2.5 (156)	Fan Diameter - mm (in)	431.8 (17)
Bore - mm (in)	88 (3.5)	Coolant Heater Wattage	1000
Stroke - mm (in)	103 (4.1)	Coolant Heater Voltage	120
Compression Ratio	22:1		
Intake Air Method	Naturally Aspirated	Fuel System	
Engine Governing		Fuel Type	Ultra Low Sulfur Diesel #2
Governor	Electronic Isynchronous	Fuel Specifications	ASTM
Frequency Regulation (Steady State)	± 0.25%	Fuel Filtering (microns)	6
Lubrication System		Fuel Inject Pump Make	Bosch
Oil Pump Type	Trochoid Gear Pump	Injector Type	Engine Driven Gear
Oil Filter Type	Filtering Paper, Full Flow	Engine Type	Diesel
Crankcase Capacity - L (qts)	6.5 (6.9)	Fuel Supply Line - mm (in.)	6.6 (0.26)
		Engine Electrical System	
		System Voltage	12 VDC
		Battery Charger Alternator	12V-50A
		Battery Size	650 CCA
		Battery Group	3S
		Battery Voltage	12 VDC
		Ground Polarity	Negative

ALTERNATOR SPECIFICATIONS

Standard Model	Mitsc AltE ECP 28-2L/4	Bearings	Dual Sealed
Poles	4	Coupling	Belt, Pulley
Field Type	Revolving	Load Capacity - Standby	100%
Insulation Class - Rotor	H	Prototype Short Circuit Test	Yes
Insulation Class - Stator	H	Voltage Regulator Type	Digital
Total Harmonic Distortion	<5%	Number of Sensed Phases	All
Telephone Interference Factor (TIF)	<45	Regulation Accuracy (Steady State)	±0.5%
Standard Excitation	Brushless		

RATING DEFINITIONS

Standby - Applicable for a varying emergency load for the duration of a utility power outage with no overload capability.

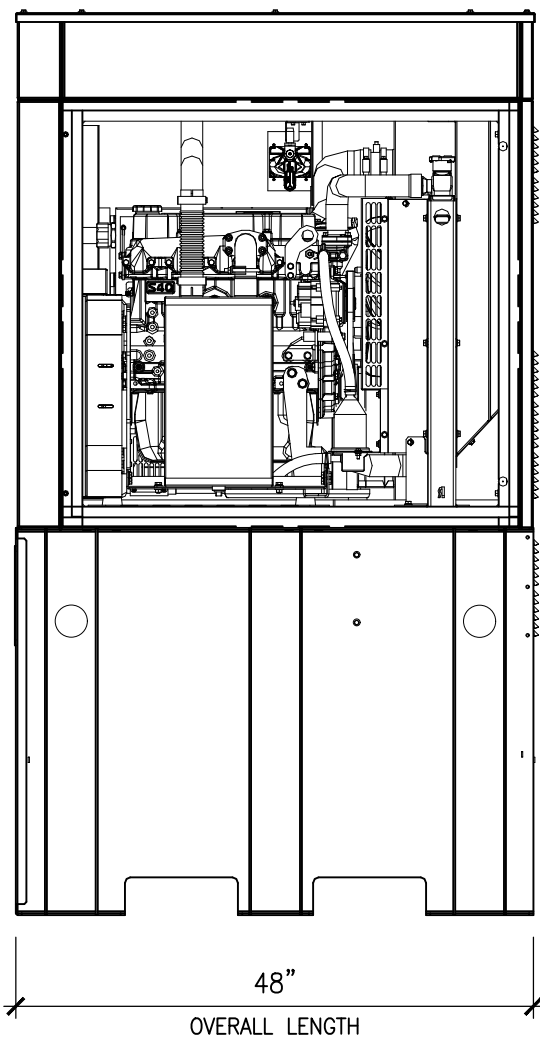
GENERAL

MANUFACTURER: GENERAC
MODEL: SDC20 20 kW
CYLINDER #: 4
TYPE: IN-LINE
DISPLACEMENT (L): 2.5 (156)
COMPRESSION RATIO: 22:1
BORE-MM (IN): 88 (3.5)
STROKE-MM (IN): 103 (4.1)
INTAKE AIR METHOD: NATURALLY ASPIRATED

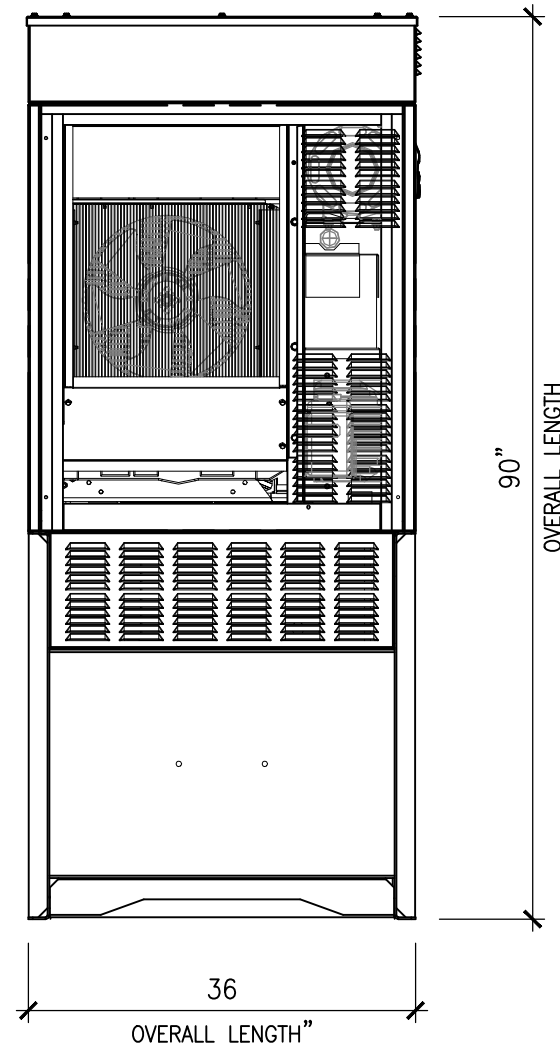
FUEL SYSTEM

FUEL TYPE: ULTRA LOW SULFUR DIESEL FUEL #2
FUEL SPECIFICATIONS: ASTM
FUEL FILTERING: 6
FUEL INJECT PUMP: BOSCH
INJECTOR TYPE: ENGINE DRIVEN GEAR
ENGINE TYPE: DIESEL
FUEL SUPPLY LINE
MM (IN): 6.6 (0.26)

RUN TIME HOURS	USABLE CAPACITY GAL (L)	L x W x H	WEIGHT
48	92 (348.2)	48" x 36" x 90"	2400 lbs (1089 kg)



SIDE VIEW



FRONT VIEW

NOTE:

THE CONSTRUCTION MANAGER/GENERAL CONTRACTOR ARE TO VERIFY ALL EXHAUST PIPES/VENTILATION FOR THE GENERATOR PER MANUFACTURER SPECS PRIOR TO INSTALLATION.



THE INFORMATION CONTAINED IN THIS SET OF DRAWINGS IS PROPRIETARY & CONFIDENTIAL TO AT&T WIRELESS
ANY USE OR DISCLOSURE OTHER THAN AS IT RELATES TO AT&T WIRELESS IS STRICTLY PROHIBITED



1997 ANNAPOLIS EXCHANGE PKWY, SUITE 200
ANNAPOLIS, MD 21401
TEL: (949) 387-1265
FAX: (949) 387-1275



4430 E. MIRALOMA AVE. SUITE D
ANAHEIM, CALIFORNIA 92807

REV	DATE	DESCRIPTION
1	09/13/23	REVISED W/ SHORTER MONOPINE
0	10/25/23	100% ZONING DRAWINGS
B	07/14/23	NEW LEASE AREA LOCATION

NOT TO BE USED
FOR CONSTRUCTION

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CLL00939
MOODY
8415 MEADOWLARK LANE
LA PALMA, CA 90623
MONOPINE (OUTDOOR)

DRAWN BY:

EMS

CHECKED BY:

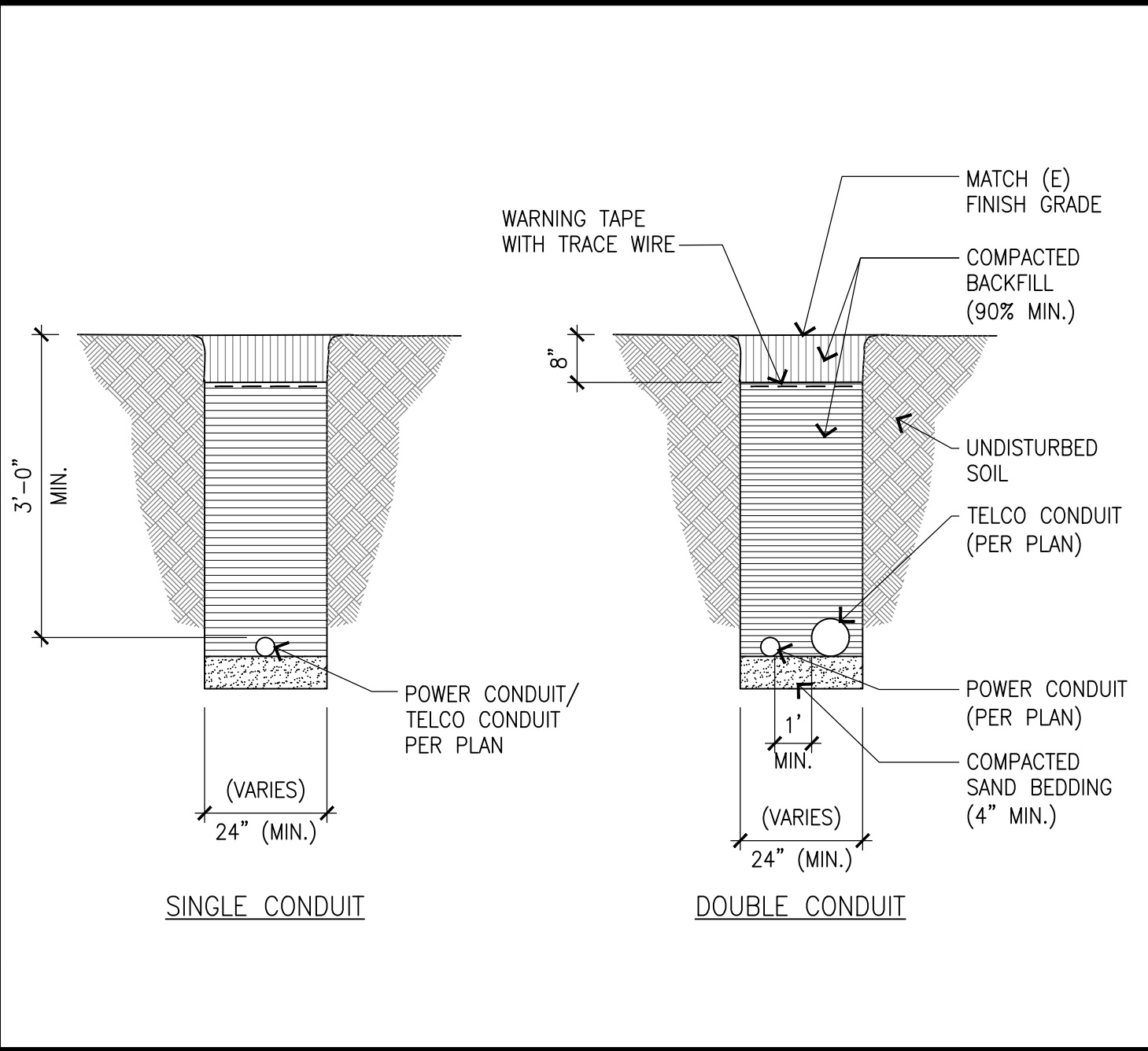
JS

SHEET TITLE:

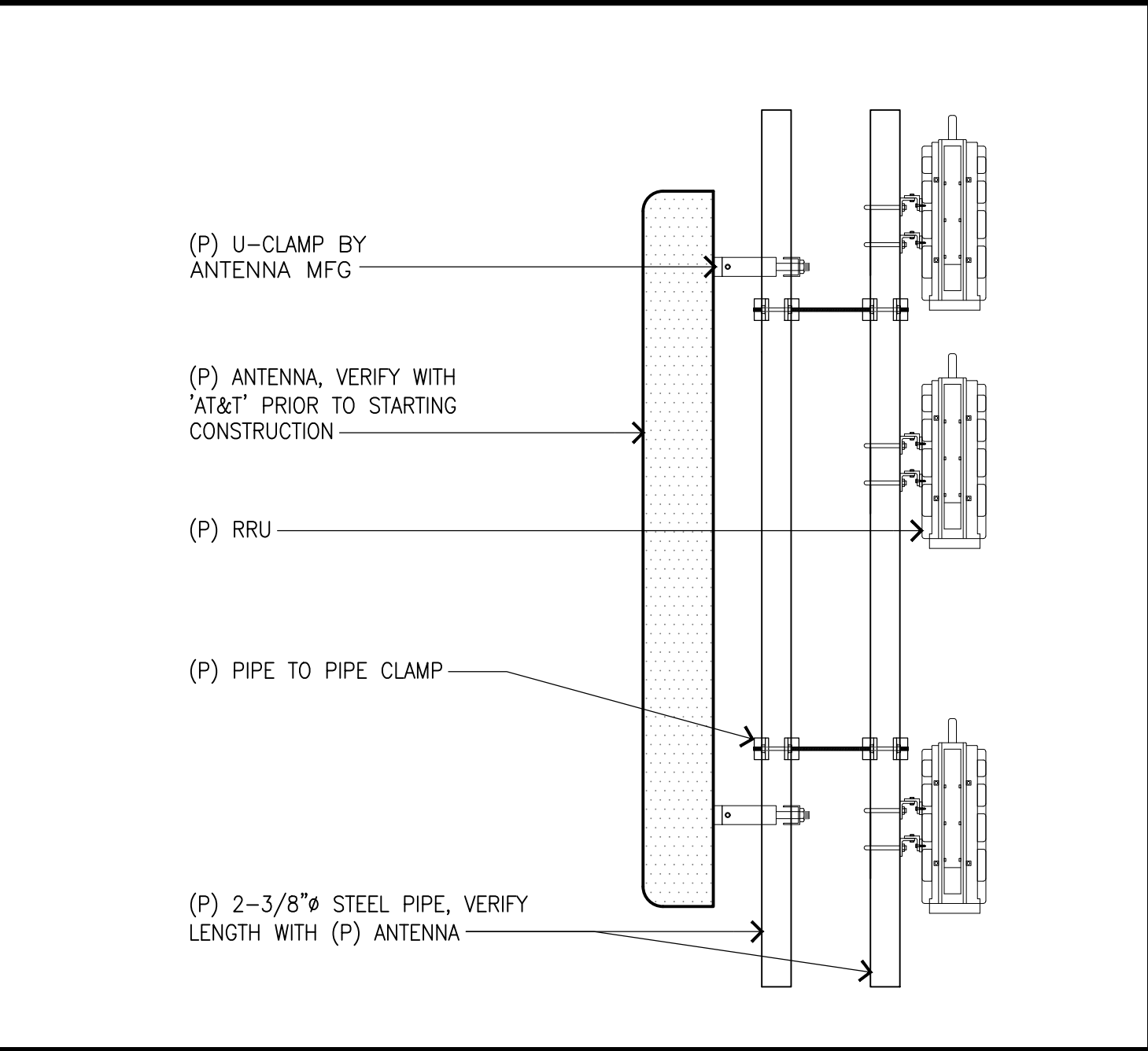
EQUIPMENT SPECIFICATIONS

SHEET NUMBER:

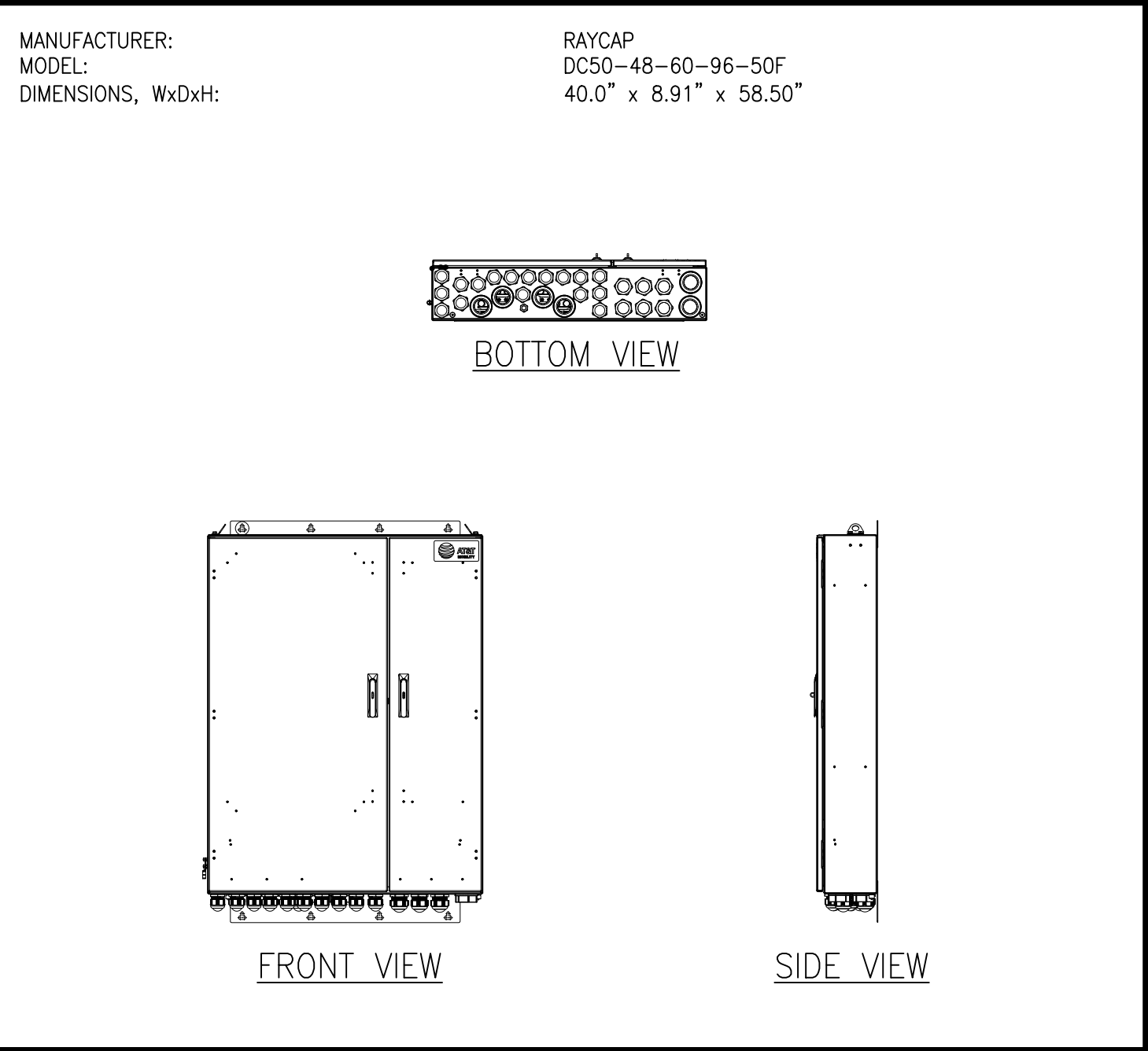
A-6



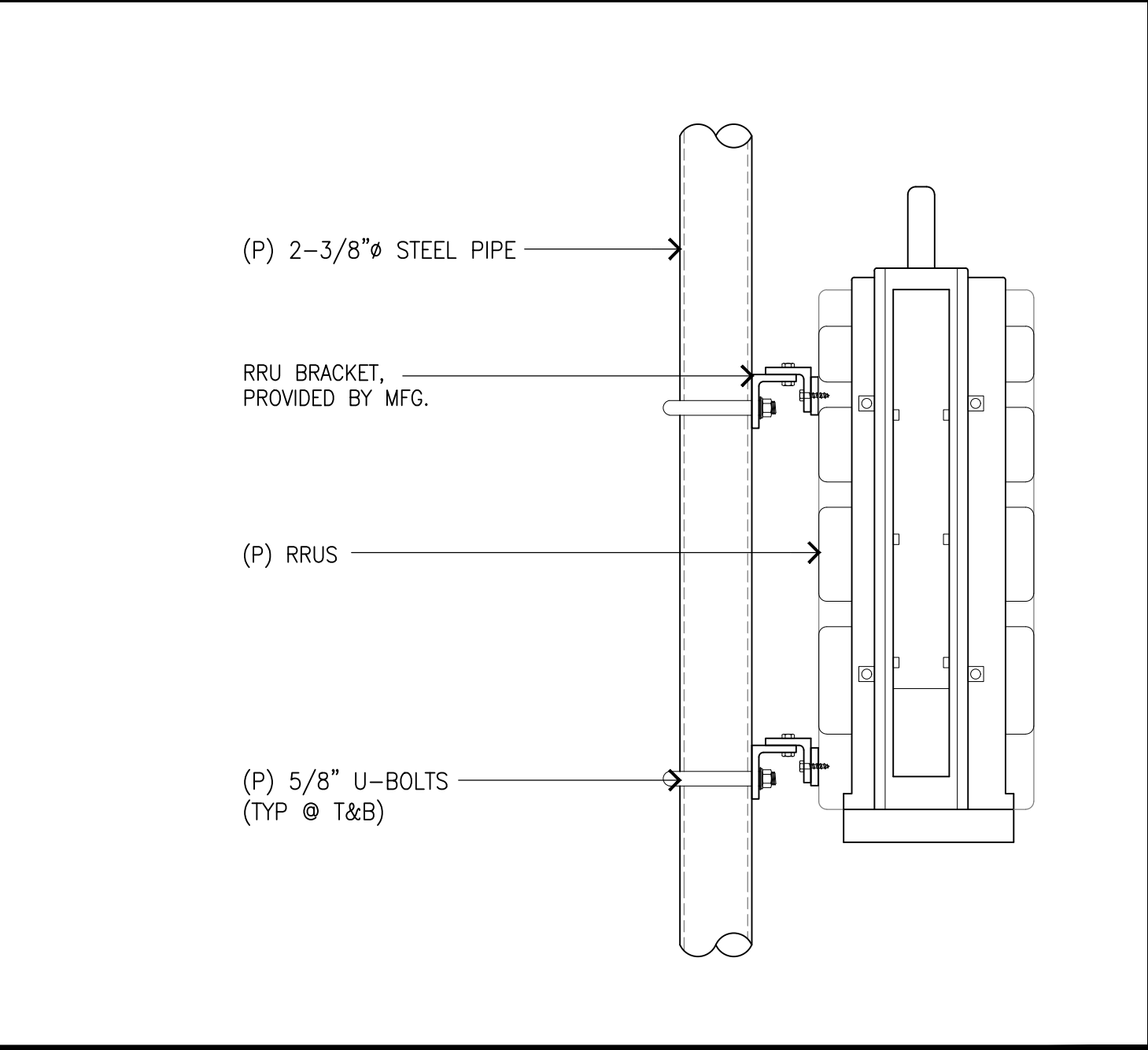
UTILITY TRENCH DETAILS7



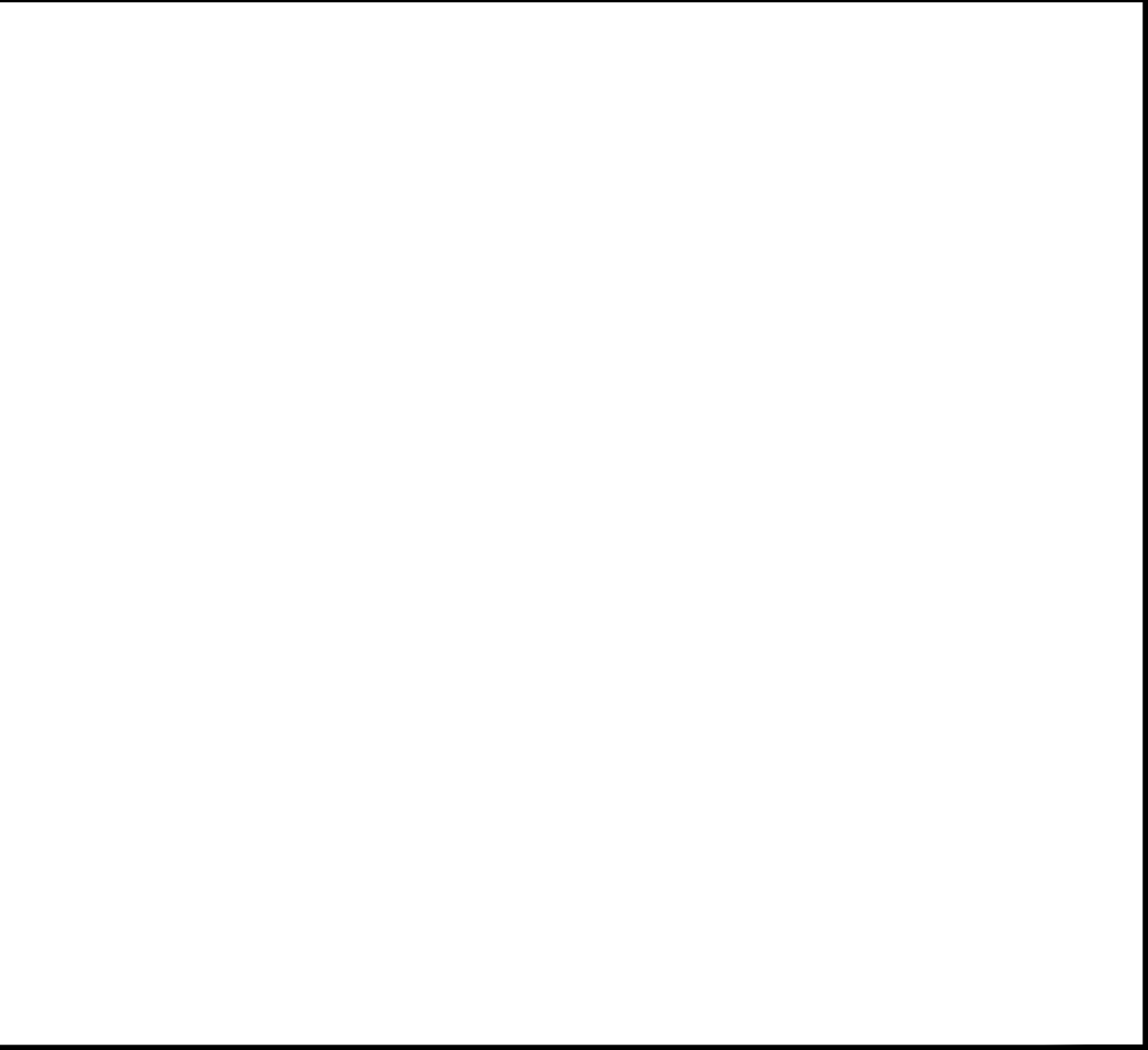
ANTENNA MOUNT4



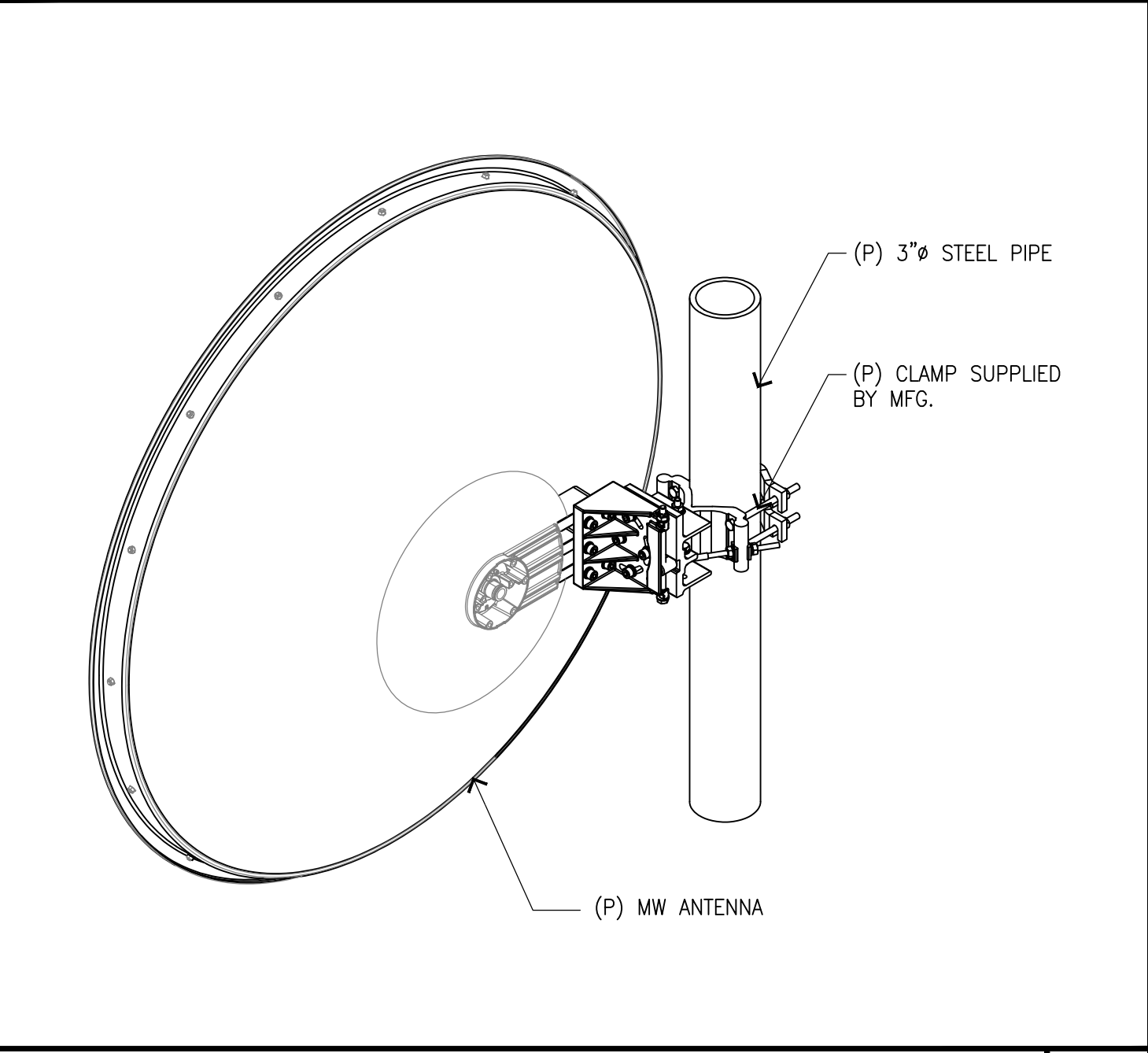
DC-50 SUSRGE SUPPRESSOR SPECIFICATIONS1



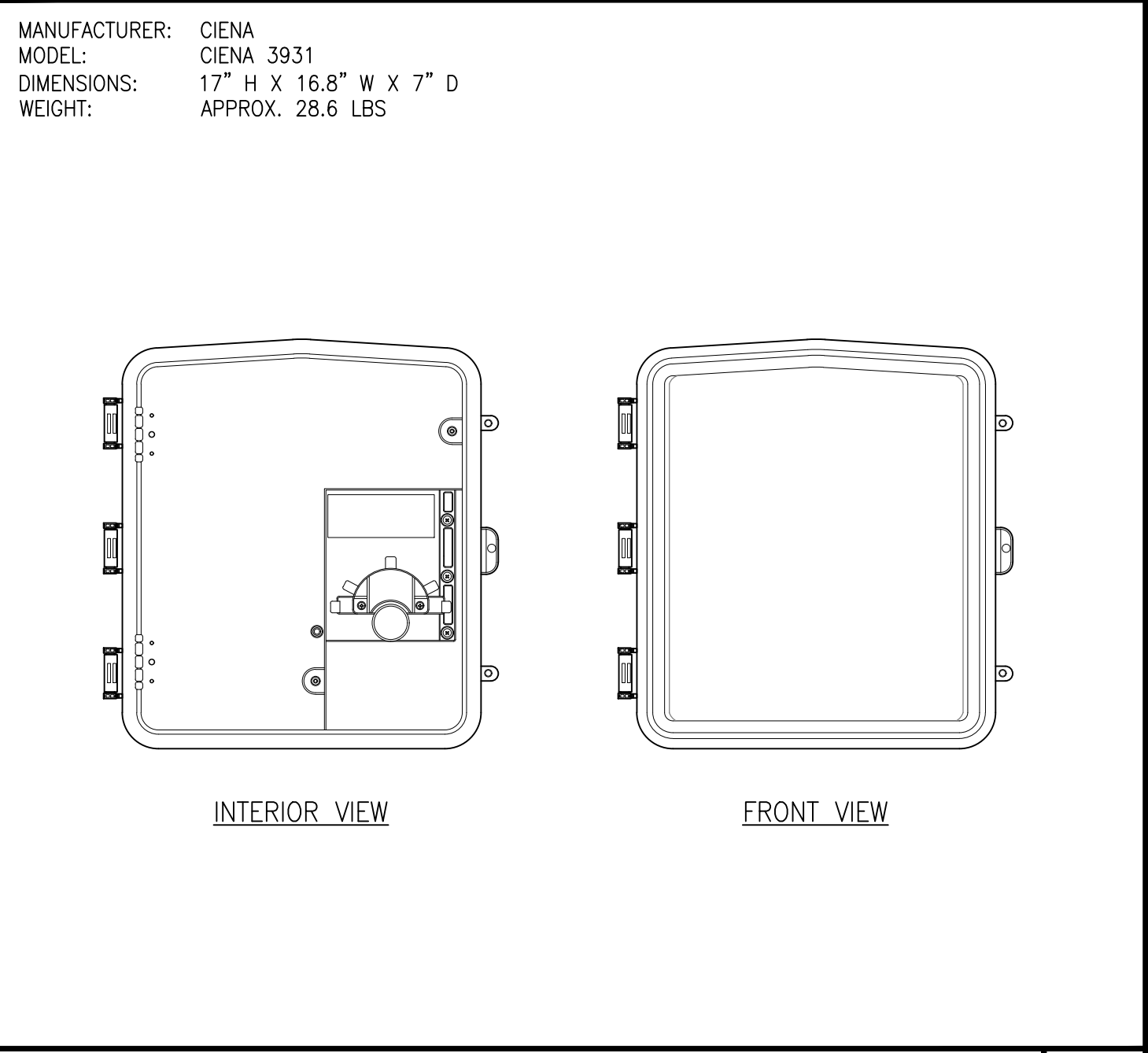
RRUS MOUNT5



NOT USED2



MW ANTENNA MOUNT6



CIENA CABINET SPECIFICATIONS3

1452 EDINGER AVE.
TUSTIN, CALIFORNIA 92780

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REV	DATE	DESCRIPTION

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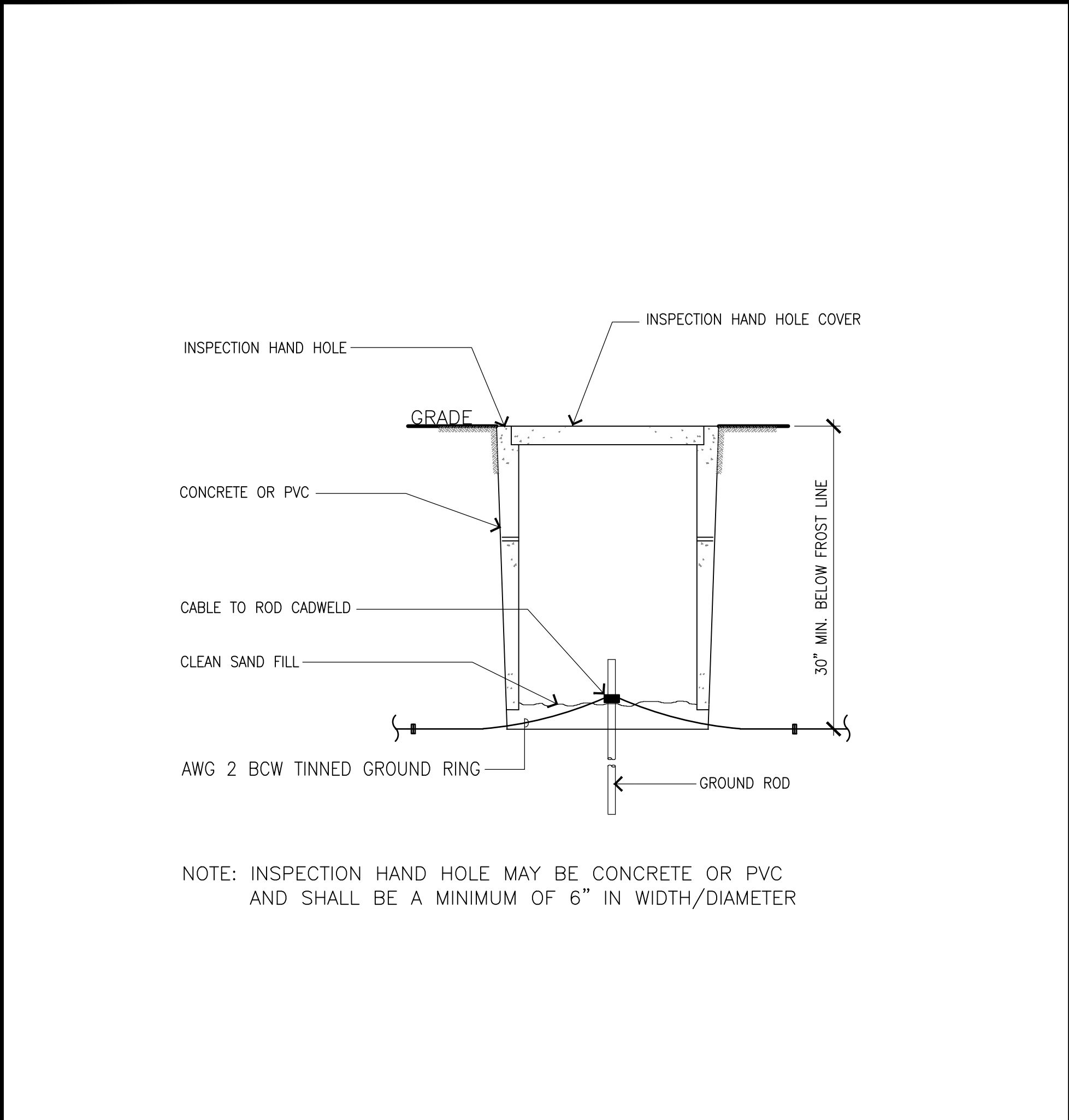
CLL00939
MOODY
8415 MEADOWLARK LANE
LA PALMA, CA 90623
MONOPINE (OUTDOOR)

DRAWN BY:
EMS

CHECKED BY:
JS

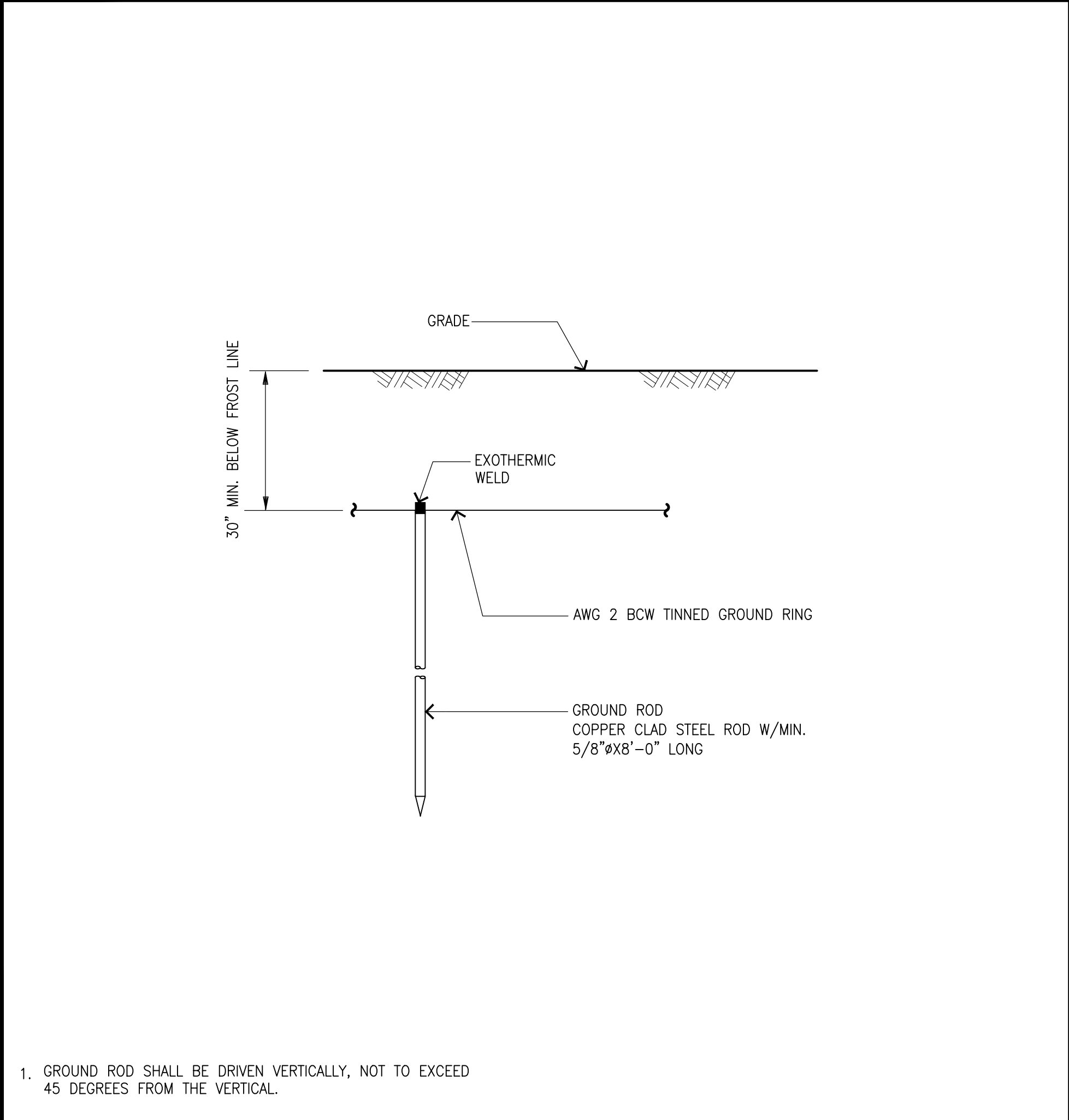
SHEET TITLE:
EQUIPMENT SPECIFICATIONS
AND DETAILS

SHEET NUMBER:
A-6



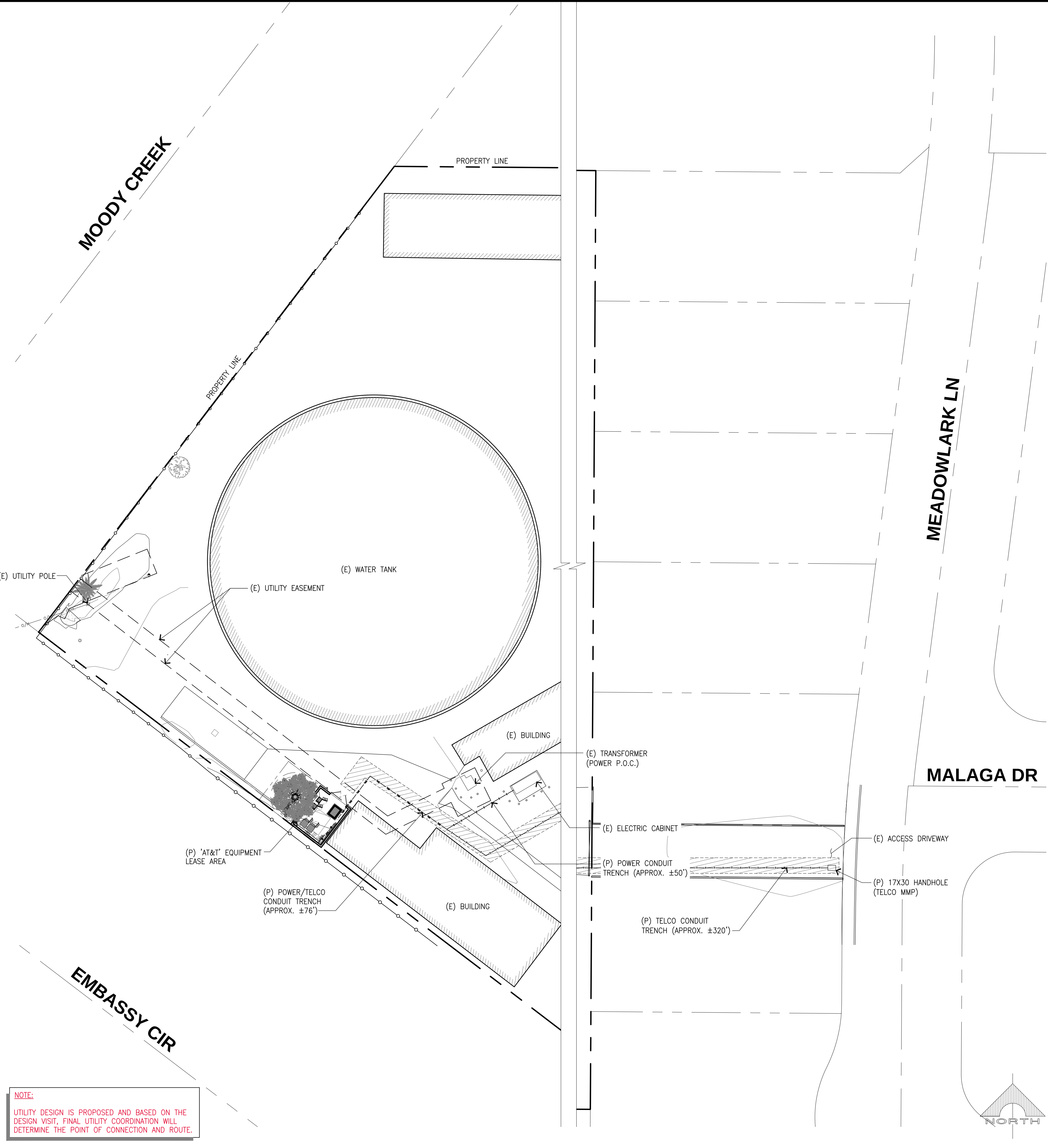
GROUND ROD WITH ACCESS

2



GROUND ROD

3



ELECTRICAL SITE PLAN

SCALE:
1/32"=1'-0"

1



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CLL00939
MOODY
8415 MEADOWLARK LANE
LA PALMA, CA 90623
MONOPINE (OUTDOOR)

DRAWN BY: EMS
CHECKED BY: JS

SHEET TITLE:
ELECTRICAL SITE PLAN
AND DETAILS

SHEET NUMBER:
E-1

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PALMA APPROVING A LEASE AGREEMENT BETWEEN THE CITY AND NEW CINGULAR WIRELESS, LLC FOR THE LEASE, DEVELOPMENT, OPERATION AND MAINTENANCE OF A 65' FREESTANDING WIRELESS COMMUNICATIONS TOWER (MONOPINE) AT THE CITY OF LA PALMA PUBLIC WORKS MAINTENANCE YARD AT 8415 MEADOWLARK LANE

WHEREAS, the City Council of the City of La Palma wishes to protect and preserve the quality of the residential, commercial, and public/institutional areas of the City, as well as the quality of life throughout the City, through effective land use and planning; and

WHEREAS, New Cingular Wireless PCS, LLC, (hereinafter, "the Applicant"), has initiated a request for approval to lease, erect, operate and maintain a 65' freestanding wireless communications tower (monopine) on a portion of the property located at 8415 Meadowlark Lane, La Palma, CA 90623 (APNs 263-233-01, -07) (hereinafter, the "Project"), composed of applications for a Conditional Use Permit, Precise Plan, Variance, and a Lease Agreement; and

WHEREAS, the City's Development and Circulation Committee conducted a duly noticed public hearing on the application for the Project, and upon considering the evidence and testimony before it, the Development and Circulation Committee adopted Resolution No. 2024-02 recommending City Council approval of the Project;

WHEREAS, Conditions of Approval have been included in the resolution approving the Conditional Use Permit, Precise Plan, and Variance for the Project to achieve an attractive and aesthetically palatable architectural design for the monopine, to ensure harmony with the surrounding land uses, and to comply with the La Palma Municipal Code; and,

WHEREAS, the City Attorney's Office and Community Development Department have prepared a draft Lease Agreement by and between City of La Palma and the Applicant related to the Project, a copy of which is included as **EXHIBIT "A"** attached hereto and incorporated by reference herein; and

WHEREAS, the Lease Agreement has been prepared and processed in accordance with applicable law; and

WHEREAS, the Lease Agreement would promote the public convenience, general welfare, and good land use practices, and is in the best interest of the community; and

WHEREAS, the Lease Agreement is compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the Premises is or will be located, including any policy plan overlay applicable to the Premises; and

WHEREAS, the Project has been analyzed under the California Environmental Quality Act (“CEQA”), and is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15303 of the CEQA Guidelines (Class 3 – New Structures) in that the project consists of construction and location of a new facility and equipment; and

WHEREAS, the City Council of the City of La Palma finds and determines that the Lease Agreement is consistent with the General Plan of the City of La Palma; and

NOW, THEREFORE, the City Council of the City of La Palma does hereby resolve as follows:

SECTION 1. The City Council of the City of La Palma makes the following findings in support of the Resolution approving the Lease Agreement:

1. The proposed use is allowed within the subject zoning district and complies with all applicable provisions of the La Palma Municipal Code.
2. The proposed use would be consistent with the objectives, policies, general land uses, and programs of the general plan and any applicable specific plan and is in compliance with all city, state, and federal laws and regulations.
3. The approval of the lease agreement is in compliance with the requirements of the California Environmental Quality Act (CEQA).

SECTION 2. The City Council finds that approval of the lease agreement is in compliance with the requirements of the California Environmental Quality Act (Public Resources Code § 21000 et seq.) in that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15303 of the CEQA Guidelines (Class 3 – New Structures) involving construction and location of a new facility and equipment

SECTION 3. The Lease Agreement attached hereto as **EXHIBIT “A”** is hereby approved, and the City Manager is hereby authorized to execute the Lease Agreement on behalf of the City. The City Manager, or his or her designee, is directed and authorized to do all of the following:

- a. Prepare a final version of the Lease Agreement for execution and recording that fully reflects the action of the City Council in adopting the Lease Agreement, subject to review and approval of the City Attorney; and
- b. Make all necessary and appropriate clerical, typographical, and formatting corrections to the adopted Lease Agreement prior to execution and recording; and
- c. To implement the Lease Agreement, in accordance with its terms.

SECTION 4. The Resolution shall take effect upon adoption.

APPROVED AND ADOPTED by the City Council of the City of La Palma at a regular meeting held on the 4th day of March, 2025.

Mark Waldman
Mayor

ATTEST:

Kimberly Kenney, CMC
City Clerk

LEASE AGREEMENT

This Lease Agreement (this “Lease”), is made effective as of the latter signature date hereof (“Effective Date”) between **THE CITY OF LA PALMA**, a city of the State of California (“**LESSOR**”) and **New Cingular Wireless PCS, LLC**, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 (“**LESSEE**”). LESSOR and LESSEE are at times collectively referred to hereinafter as the “Parties” or individually as the “Party.”

RECITALS

WHEREAS, LESSOR owns that certain real property located at 8415 MEADOWLARK LANE, LA PALMA, CA 90623, which is described and depicted on Exhibit “A” attached hereto and by this reference made a part hereof (the “Property”); and

WHEREAS, LESSEE desires to lease a portion of the Property from LESSOR, which is described and depicted on the attached Exhibit “B” (the “Leased Premises”); and

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **PROPERTY, PREMISES, EASEMENTS & RIGHTS-OF-WAY.**

1.1 **Premises.** LESSOR hereby leases the Leased Premises to LESSEE subject to the terms and conditions of this Lease.

1.2 **Access and Utility Easement.**

1.2.1 LESSOR hereby grants to LESSEE a non-exclusive easement and right-of-way (during the Effective Period of this Lease, defined below) for ingress and egress across the Property to and from a public right of way (seven [7] days a week, twenty-four [24] hours a day), and to install and maintain below-grade utility wires, cables, conduits and pipes under the strip of land more particularly described and depicted in Exhibit “C” (the “Access and Utility Easement”).

1.2.2 Notwithstanding the foregoing, LESSEE’s use and enjoyment of the Access and Utility Easement can and shall be limited by any reasonable regulations adopted by LESSOR including, but not limited to hour and notice requirements, as reasonably amended from time to time. Prior to enforcement, these regulations, and any reasonable modifications thereto shall be provided to LESSEE in advance in writing.

2. **EFFECTIVE PERIOD, INITIAL TERM AND EXTENSION TERMS.**

2.1 **Commencement Date.** The initial term of this Lease shall commence on the first day of the month following full execution of this Lease (the “Commencement Date”).

2.2 **Effective Period of Lease.** This Lease shall be in effect starting on the Commencement Date and ending on the date either the Initial Term or Extension Terms expire, or the date on which this Lease is terminated as provided herein (the "Effective Period").

2.3 **Initial Term.** The initial term of this Lease shall be for five (5) years and shall commence on the Commencement Date ("Initial Term").

2.4 **Term Extensions.** LESSEE is hereby granted the option to extend this Lease on the same terms and conditions (with rent adjusted per Paragraph 3.4 below) for five (5) additional (5) year periods after the Initial Term expires, by giving LESSOR written notice of its intent to do so at least ninety (90) days prior to the date the then-current term would otherwise end (the "Extension Terms"). The Initial Term and any Extension Terms shall be collectively referred to herein as the "Term."

2.5 **Right Of Termination Following End of Term.** After the Term has ended, LESSOR may terminate the Lease by providing written notice to LESSEE.

2.6 **Holdover.** LESSEE has no right to retain possession of the Premises or any part thereof beyond the end of the Removal Period (as defined in Paragraph 6 below), unless the Parties are negotiating a new lease or lease extension in good faith, and LESSOR has provided its consent in writing.

3. **RENT.**

3.1 **Rent Payments.** Starting on the first day of the month following the start of construction or twelve months following the Commencement Date, whichever occurs first, rent payments shall commence and be due at a total annual rent of forty two thousand dollars (\$42,000) per year (as adjusted per Paragraph 3.4, "Annual Rent"), which shall be paid in equal monthly installments (as adjusted per Paragraph 3.4, "Monthly Rent"), in advance, on the first day of each month to LESSOR or to such other person, firm, or entity as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any Monthly Rent payment date.

3.2 **Prorated Amount For Partial Monthly Rent Payment.** If the Commencement Date is not on the first day of the month or the Effective Period of the Lease does not end on the last day of the month, the Monthly Rent payment for the partial month shall be prorated based on the number of remaining days prior to the immediately following month.

3.3 **Late Payments of Rent.** LESSEE hereby acknowledges that a late payment by LESSEE to LESSOR of Monthly Rent and other sums due hereunder will cause LESSOR to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and lost interest earnings. Accordingly, if any installment of Monthly Rent or any other sum(s) due from LESSEE are not received by LESSOR or LESSOR's designee within ten (10) business days from the date that such amount is due, LESSEE shall pay to LESSOR a late charge equal to ten percent (10%) per month of such overdue amount. The Parties hereby agree that such late charge represents a fair and reasonable estimate of the costs incurred by LESSOR in the event of the late payment of Monthly Rent.

3.4 **Rent Increases.** Commencing on the first (1st) annual anniversary of the Commencement Date, and on each annual anniversary thereafter during the Effective Period, the Annual Rent shall increase by an amount equal to two percent (2%) of the Annual Rent for the immediately preceding year, and the Monthly Rent payments shall be adjusted accordingly.

3.5 **Casualty.** In the event the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE shall have the right to terminate this Lease upon thirty (30) days prior written notice to LESSOR. If LESSOR elects to repair such damage and LESSEE does not terminate this Lease, then the Monthly Rent payable by LESSEE shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

4. **USE OF THE PROPERTY.**

4.1 **Authorized Uses, Generally.**

4.1.1 LESSEE shall be authorized to use the Premises, and the Access and Utility Easement, for the purpose of constructing, maintaining, repairing, and operating a communications facility, including any required antennas or other supporting equipment, in addition to any other walls, landscaping, fencing, asphalt, or other improvements within the Lease Premises, in the manner and layout as depicted in the attached Exhibit "C". In using the Premises and the Access and Utility Easement, LESSEE shall comply with the terms of this Lease, all conditions of the any relevant Government Approvals (defined below) and/or other federal, state or local law or regulation, and shall maintain and keep the Premises and the Access and Utility Easement in a good and workmanlike condition, reasonable wear and tear excepted, that is designed to minimize the aesthetic effects of the communications facilities and the Access and Utility Easement.

4.1.2 The construction, maintenance, repairs, alterations and removal of LESSEE's improvements, equipment, antennas and conduits shall be at LESSEE's sole expense, and LESSEE shall restore any landscaping, paving and fencing on or around the Property which was damaged by the construction, maintenance, repairs, alterations and removal of LESSEE's facility (including any slope and drainage features) to the condition existing immediately prior to such installation, maintenance, repairs or alterations.

4.1.3 Failure to comply with the applicable requirements found within any relevant Government Approval or any other state or federal law, shall be considered a default on the part of LESSEE under Paragraph 10 below. As such, following the applicable notice and cure periods, LESSOR may move to terminate this Lease pursuant to the terms hereinbelow in the event of any such default by LESSEE.

4.2 **Modifications to Authorized Uses.**

4.2.1 The uses authorized by this Section 4, shall not be modified in any way without the Lessor's prior written consent, which consent shall be granted in the LESSOR's sole and absolute discretion.

4.2.2 Any proposed modification to the communications facility that alters the physical appearance of the facility, or any other portion of the Leased Premises (i.e. walls, fencing, landscaping, asphalt or other improvements shown on the attached Exhibit "C"), must be approved in writing by LESSOR in its sole and absolute discretion. Notwithstanding Section 6409 of the Spectrum Act (codified at 47 U.S.C. § 1455) and its implementing regulations (codified at 47 C.F.R. § 1.4001), as that statute and those regulations are amended from time to time or replaced by a successor statute or regulations, LESSOR, at LESSOR's sole and absolute discretion, may require LESSEE to undergo a discretionary review process for any modification to LESSEE's communications facility, including its antennas, which is not authorized by Paragraph 4.1 above, regardless of whether such modification constitutes a "substantial change" to the physical dimensions of such facility or antennas (as the term "substantial change" is defined in Section 6409 of the Spectrum Act and its implementing regulations).

4.2.3 Notwithstanding the above, LESSEE shall have the right to replace or repair its equipment or any portion thereof during the Effective Period of this Lease, so long as such repairs and replacements do not modify the physical appearance of the approved wireless facilities, or additional improvements, and provided such repairs and replacements are constructed, operated and maintained in such a manner as to keep the Premises in a reasonably good and workmanlike condition.

4.3 **Vehicles.** The Parties acknowledge that, in connection with LESSEE's use of the Premises and any associated easements and/or rights-of-way, LESSEE may be required to bring trucks, vans and other motor vehicles onto the Property. In this regard, LESSEE shall first endeavor to utilize the public parking areas provided by LESSOR, it being understood, however, that if LESSEE determines in its reasonable, good faith discretion that it is necessary to bring such vehicles directly onto the Property, LESSEE may do so, but only within the Access and Utility Easement, and only during such times and to the extent necessary under the circumstances, and as reasonably coordinated in advance with LESSOR, and in accordance with the reasonable regulations adopted by LESSOR in writing that will be provided to LESSEE in writing. When bringing vehicles directly onto the Property, LESSEE shall cause as little interference with recreational or other activities on the Property as reasonably possible and shall be responsible for the repair of any damage caused on or around the Property as a result thereof. LESSEE shall restore the Property to the condition existing immediately prior to such entry by LESSEE, including but not limited to landscaping, paving and fencing.

4.4 **Utilities.** LESSEE shall be responsible directly to the serving entities for all utilities required by LESSEE's use of the Property. Should electric power be provided by LESSOR, LESSEE shall install an electric meter and LESSEE's usage shall be read by LESSOR or, at LESSOR's option, by LESSEE on a monthly basis, and the cost of electricity used by LESSEE shall be paid by LESSEE to LESSOR as payment separate from Monthly Rent and shall be computed at the then-current public utility rate.

4.5 **Interference.** LESSEE acknowledges and agrees that LESSOR's use of the Premises and/or Property, including any of LESSOR's other lessees on the Property, as of the Effective Date, does not interfere with any of LESSEE's existing equipment or, to the best of its current, actual knowledge, any existing equipment of its sublessee. LESSEE agrees to use commercially reasonable efforts to install future equipment only of the type and frequency which

will not cause harmful interference that is measurable in accordance with then existing industry and regulatory standards to any then existing equipment of LESSOR or LESSOR's other lessees or sublessees on the Property which (1) existed on the Property prior to the Effective Date of this Lease, and/or (2) is later installed by LESSOR and concerns LESSOR's emergency broadcast activities and/or traffic signal operations. LESSOR and LESSEE acknowledge and agree that as of the Effective Date of this Lease, LESSEE is not causing interference to LESSOR or any existing tenants at the Property. In the event any of LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Lease or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue; provided, however, that LESSOR may temporarily take such steps as are reasonably necessary with regard to any LESSEE equipment to prevent or mitigate an immediate threat to public safety. LESSEE understands and acknowledges that LESSOR may use the Property outside the Premises, or any portion of it, for its own purposes and/or lease such property to other parties for purposes that include but are not limited to the installation of additional communications facilities.

4.6 Governmental Approvals.

4.6.1 LESSEE shall comply with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Applicable Laws") in the performance of its obligations under this Lease and its operation of the communications facility as authorized by this Lease. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining and maintaining all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or local authorities which will permit LESSEE to use of the Premises as set forth herein.

4.6.2 In the event that any applications for Governmental Approvals should be finally rejected or any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority, LESSEE shall have the right to terminate this Lease.

5. TERMINATION.

5.1 LESSEE shall have the right to terminate this Lease by providing ninety (90) days of notice.

5.2 After the end of the second five (5) year extension pursuant to Section 2.4, if it occurs (for clarity, after this Lease has been effective for at least fifteen (15) years), LESSOR shall have the right to terminate this Lease for any reason as provided for in Paragraph 2.5 above.

5.3 Either Party shall have the right to terminate this Lease for cause at any time pursuant to Paragraph 10 below, provided the applicable cure period has elapsed.

5.4 Notice of termination shall be given to the non-terminating Party in writing by certified mail, return receipt requested, and shall be effective upon the receipt of such notice by the non-terminating Party or upon such later date as designated by the terminating Party.

5.5 After the Lease is terminated by either or both Parties, both Parties shall be relieved of any further obligations under this Lease, except for LESSEE's removal and restoration obligations as stated in Paragraph 6 below, but each Party shall continue to have any and all remedies for any breach of a lease obligation which occurred prior to the date of termination.

5.6 Notwithstanding any of the foregoing, or any other terms or provisions found within this Lease, nothing in the Lease shall be construed to limit the LESSOR's ability to bring any and all enforcement actions against LESSEE or its sublessees pursuant to the LESSOR's regulatory authority.

6. REMOVAL OF FACILITIES & RESTORATION OF PROPERTY.

LESSEE shall, within ninety (90) days following the expiration or termination of this Lease (including any termination for cause pursuant to Paragraph 10) (the "Removal Period"), remove, at no cost to LESSOR, its communications facilities, antenna structure(s) (including footings to a depth of two feet (2')), equipment, conduits, personal property and fixtures and to restore the Property to its original condition prior to the Commencement Date, reasonable wear and tear excepted. If such time for removal causes LESSEE to remain on the Premises after termination of this Lease, LESSEE shall pay Monthly Rent at the then existing rate until such time as the removal of the communications facilities, antenna structure(s) (including footings as provided herein), equipment, conduits, personal property and fixtures are completed in accordance with this Paragraph 6. At LESSOR's option, when this Lease is terminated and upon written notice by LESSOR to LESSEE given within thirty (30) days of such termination, LESSEE shall leave LESSEE's improvements (the "Remaining Improvements"), other than its personal property and fixtures, to become the property of LESSOR.

7. ASSIGNMENT AND SUBLETTING.

7.1 Should LESSOR, at any time during the Effective Period of this Lease, sell lease, transfer or otherwise convey all or any part of LESSOR's Property to any transferee other than LESSEE, then such transfer shall be under and subject to this Lease and all of LESSEE's rights hereunder, and any transfer by LESSOR of any portion of LESSOR's Property underlying the easements and rights-of-way herein granted shall be under and subject to the right of LESSEE to such easements and rights-of-way.

7.2 This Lease may be sold, assigned or transferred by LESSEE, and all or any portion of the Premises may be subleased, without any approval or consent of LESSOR to LESSEE's principal, subsidiaries of its principal, or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other proposed successors-in-interest, this Lease may not be sold, assigned, subleased or transferred

without the written consent of LESSOR. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

7.3 LESSEE further understands and agrees that prior to agreeing to a new successor-in-interest per Section 7.2 above, LESSOR may require reasonable modifications to the financial terms of this Lease, or a separate agreement with the subleasing party, prior to consenting to any such sale, assignment, sublease or other transfer of any of LESSEE's rights under this Lease. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Lease and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

8. INDEMNITY AND NON-LIABILITY OF LESSOR.

8.1 LESSEE shall and hereby does indemnify, defend (with counsel reasonably approved by LESSOR), and hold harmless LESSOR and any and all of its officials, officers, employees, contractors, subcontractors, and agents, (collectively, "Indemnified Parties") from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, or regulatory proceedings, whether actual, alleged, or threatened), losses, expenses, or costs of any kind, including, without limitation, reasonable court costs (including, attorneys' fees actually incurred), litigation expenses, and actually incurred fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation (collectively, "Losses"), to the extent the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, LESSEE's use of or operations on the Premises or the Property or by any of LESSEE's officers, agents, employees, or subcontractors, except to the extent such Losses are caused by the negligence or willful misconduct of the Indemnified Parties.

8.2 LESSEE agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Paragraph 8 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of LESSEE in the performance any work or operations on the Property. In the event LESSEE fails to obtain such indemnity obligations from others as required herein, LESSEE agrees to be fully responsible according to the terms of this Paragraph 8. Failure of LESSOR to monitor compliance with these requirements imposes no additional obligations on LESSOR and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend LESSOR as set forth herein is binding on the successors, assigns or heirs of LESSEE and shall survive the termination of this Lease or this Paragraph 8.

8.3 Neither Party shall be liable to the other party or any of its agents, representatives or employees for any lost revenue, lost profits, loss of technology, rights or services, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

8.4 LESSOR shall not be liable to LESSEE or any of its agents, representatives or employees for any loss or damages to LESSEE's personal property caused by theft, vandalism, malicious mischief, fire, act of God, acts of the public enemy, riot, strike, insurrection, war, court order, or requisition or order of a governmental body or authority.

9. **INSURANCE.**

9.1 **Types; Amounts.** LESSEE shall obtain, and shall require any subcontractor to obtain substantially the same coverage as required of LESSEE, insurance in the amounts described below.

9.1.1 **General Liability Insurance.** LESSEE shall maintain occurrence version general liability insurance with a combined single limit of Five Million Dollars (\$5,000,000) per occurrence for bodily injury and property damage.

9.1.2 **"All Risk" Property Insurance.** LESSEE shall maintain a policy of property insurance for perils usual to a standard "all risk" insurance policy on all its improvements or alterations in, on, or about the Premises, with limits equal to ninety percent (90%) of the replacement value of all such improvements or alterations.

9.2 **General Provisions.** The liability insurance required under Section 9.1 above shall include LESSOR, its elected officials, officers, employees, and volunteers as additional insureds as their interests may appear under this Lease. Such required insurance shall be primary with respect to any insurance or self-insurance programs covering LESSOR, its elected officials, officers, employees, and volunteers, with respect to claims resulting from LESSEE's use and occupancy of the premises and the operations conducted thereon. Such required insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to LESSOR, its elected officials, officers, employees, and volunteers. LESSEE may satisfy the foregoing by obtaining the appropriate endorsement to any master policy of liability insurance LESSEE may maintain.

9.3 **Certificates; Insurer Rating Cancellation Notice.** Upon the Commencement Date, LESSEE shall furnish to LESSOR properly executed certificates of insurance which evidence all such required insurance as required by this Section 9. LESSEE shall maintain such required insurance at all times while this Lease is in effect, and shall replace any certificate or policy which will expire within twenty (20) days after expiration. Unless approved in writing by LESSOR, LESSEE shall place such required insurance with insurers licensed, authorized or permitted to do business in the State of California and with a current A.M. Best rating of at least A-VII.

10. **DEFAULT.**

10.1 In the event there is a default by either Party with respect to any of the provisions of this Lease or its obligations under it, including the payment of Monthly Rent, the non-defaulting Party shall give the defaulting Party written notice of such default. After receipt of such written notice, the defaulting Party shall have thirty (30) days in which to cure any monetary default, and thirty (30) days in which to cure any non-monetary default, provided the defaulting Party shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure for a non-monetary default is such that it reasonably requires more than thirty (30) days, and the defaulting Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion.

10.2 The non-defaulting Party may not maintain any action or effect any remedies for default against the defaulting Party unless and until the defaulting Party has failed to cure the same within the time periods provided in this Paragraph 10.

10.3 Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor, plus interest (from the date that such costs and expenses are incurred until payment) at ten percent (10%) per annum. In the event of a default beyond all applicable cure periods by either Party with respect to a material provision of this Lease, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Lease. In the event of an uncured default, the non-defaulting Party shall have the right to pursue an action for specific performance (including the payment of Monthly Rent) and for the recovery of actual damages. No punitive damages, treble damages, and/or lost profits, or other financial recovery shall be available to either Party. Notwithstanding any other provision in this Lease, after terminating this Lease pursuant to Section 5 of this Lease, LESSOR shall have the right to re-enter the Premises and/or to remove LESSEE's person or property from the Premises, should LESSEE fail to remove its property within the time-period provided in Section 6 of this Lease.

11. NOTICES.

All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSEE: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: CLL00939; Cell Site Name: Moody (CA)
Fixed Asset #: 12731323
1025 Lenox Park Blvd NE, 3rd Floor
Atlanta, GA 30319

With a copy to: New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Re: Cell Site #: CLL00939; Cell Site Name: Moody (CA)
Fixed Asset #: 12731323
208 S. Akard Street
Dallas, TX 75202-4206

LESSOR: City of La Palma
7822 Walker Street
La Palma, CA 90623

With a copy to: City Attorney
City of La Palma
Rutan & Tucker, LLP
18575 Jamboree Road, 9th Floor
Irvine, CA 92612

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

12. **COMPLIANCE WITH LAWS AND OTHER RESTRICTIONS.**

12.1 **Compliance with Laws.** Lessee shall, at its sole cost and expense, comply with all Applicable Laws relating to the Premises and Lessee's use, operation and occupancy of the Premises, and all conditions, easements or restrictions now or hereafter encumbering the Premises, and shall cause the Premises to be operated in compliance with such requirements and restrictions. Lessee shall not conduct or permit to be conducted on the Premises any public or private nuisance or commit or permit to be committed any waste upon the Premises or any other act or thing which (i) would disturb the quiet enjoyment of any ordinary person leasing property from Lessor or any ordinary person occupying nearby property, or (ii) in the eyes of an ordinary person would injure the reputation of the Premises or Lessor. Lessor hereby acknowledges and agrees that Lessee's use of the Premises permitted under this Lease and in accordance with the terms of this Lease shall not be deemed a nuisance, waste or a disturbance of any other lessee's quiet enjoyment. Lessee shall make any alteration or improvement to the Premises as is necessary or required to comply with any Applicable Law and to cause the Premises to comply with any Applicable Law with respect to Lessee's use, operation and occupancy of the Premises, including any requirements under the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and regulations and guidelines promulgated thereunder, and all other federal, state, and local codes, statutes, and orders relating to disabled access as they are applicable on the date of this Lease, and as they may be subsequently amended from time to time (collectively referred to herein as the "ADA"). Lessee shall cause the Lessee Parties to comply with this Lease and all Lessor rules and regulations applicable to the use of the Premises. If any amendment to this Lease is necessary to comply with any Applicable Laws, the parties shall enter into such amendment(s) in a form reasonably acceptable to both Lessor and Lessee.

12.2 **Covenant Against Discrimination.** Lessee covenants for itself, its successors, assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on account of race, color, creed, religion, sex, marital status, national origin, or ancestry or any other protected class, in its use of the Premises and the performance of this Lease. Lessee further covenants and agrees to comply with the terms of the ADA.

12.3 **Occupational Safety and Health Act; Proposition 65.** Lessee shall, at its sole cost and expense, comply with the requirements of the Occupational Safety and Health Act of 1970, 29 U.S.C., Section 651 et seq. and any analogous legislation in California, as well as Proposition

65, the Safe Drinking Water and Toxic Enforcement Act of 1986, Health & Safety Code §§25249.5 et seq. (collectively, the “Act”), to the extent that the Act applies to the Premises and any activities thereon. Without limiting the generality of the foregoing, Lessee covenants to maintain all working areas, all machinery, structures, electrical facilities and the like upon the Premises in a condition that fully complies with the requirements of the Act including such requirements as would be applicable with respect to agents, employees or contractors of Lessor who may from time to time be present upon the Premises, and Lessee shall post on the Premises the notices required under Proposition 65 to the extent required in connection with Lessee’s use of the Premises.

12.4 No Toxic Materials. Except as expressly authorized below in this Section 12.4, Lessee shall not permit or suffer placement, storage, disposal or discharge of any Toxic Materials on, under, or at the Premises and Lessee shall not erect, emplace or maintain any tank, vessel or container designed or suitable for holding Toxic Materials on or about the Premises without the prior written consent of Lessor which consent may be withheld or denied or made subject to conditions in the sole discretion of Lessor. Lessor shall not be liable to Lessee or any third party as a result of giving or withholding such consent. Lessee shall, at its sole cost and expense, and whether or not Lessor’s consent has been obtained, also comply with all Applicable Laws relating to Lessee’s storage, discharge, application, use and disposal of Toxic Materials on, under, in or about the Premises.

13. CONDITION OF PREMISES; RELEASE.

13.1 Condition of Premises.

Lessee acknowledges that it has had sufficient opportunity to inspect and investigate the Premises and all aspects thereof and documents pertaining thereto and it is familiar with the Premises and the condition thereof. Lessee covenants and agrees that it is relying upon its own inspections, examinations, studies and inquiries with respect to the Premises and has not relied upon any representation, warranty or statement of Lessor, or its agents or employees. Lessee shall, upon the execution of this Lease, be deemed to have disclaimed and waived any and all objections to the physical and environmental characteristics and conditions of the Premises, whether or not such conditions would be disclosed by a reasonable and diligent inspection. Lessee acknowledges that neither Lessor nor any of its officers, directors, employees, agents, or representatives has made any representations, warranties, or agreements to Lessee as to any matters concerning the Premises. The foregoing disclaimers and waivers include, without limitation, topography, climate, air, water rights, utilities, present and future zoning, governmental restrictions, entitlement rights and obligations, and governmental conditions or development, soil, subsoil, subsurface water, environmental contamination, the purpose for which the Premises is suited, drainage, access to public roads, proposed routes or roads or extensions thereof or the availability of governmental permits or approvals of any kind, and the environmental problems associated in any way with prior or future remediation work. Lessee agrees that Lessor shall have no responsibility for any patent or latent defect or physical or environmental condition of the Premises, whether or not known or discovered, and Lessee accepts all such responsibility. The Premises is being leased to Lessee “AS-IS,” “WHERE-IS,” “WITH ALL FAULTS” without representation or warranty expressed or implied by Lessor, by operation of law, or otherwise. This Lease is made subject to and without liability to Lessor or any other Indemnified Party because of or resulting from any of the foregoing

conditions or any or any other condition of the Premises or adjacent property. Lessee expressly disclaims, which Lessee acknowledges and accepts, any implied warranty or condition and Lessee, for itself, and its officers, employees, agents, representatives, affiliates, successors and assigns, including successors in interest to the Premises, hereby releases and forever discharges on, habitability, merchantability, or fitness for a particular purpose or use.

13.2 Release of Indemnified Parties. In addition to anything contained in Section 13.1 above, Lessee, for itself, and its officers, employees, agents, representatives, affiliates, successors and assigns, hereby releases and forever discharges and expressly waives, releases and relinquishes any and all claims, causes of action, rights and remedies Lessee may now or hereafter have against the Indemnified Parties, whether known or unknown, with respect to the physical, environmental, economic or legal condition of the Premises. For the foregoing purposes, Lessee specifically waives the provisions of Section 1542 of the California Civil Code, and any similar law of any other state, territory or jurisdiction. California Civil Code Section 1542 provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Lessee hereby specifically acknowledges that Lessee has carefully reviewed this section and discussed its import with legal counsel, and that the provisions of this section are a material part of this Lease.

Lessee Initials: _____ Lessee Initials: _____

14. CONDEMNATION.

14.1 In the event of a condemnation or transfer in lieu thereof which results in a taking of the Property (or any portion thereof which prohibits LESSEE from using the Property for the purposes set forth in this Lease) (collectively, a "Taking"), LESSEE may use and/or construct upon an alternative portion of LESSOR's Property which is equally suitable for LESSEE's purposes, as reasonably determined by LESSOR and LESSEE, provided such space is available and provided that LESSEE obtains all necessary Governmental Approvals at its sole cost and expense. The exact site to which LESSEE may relocate shall be determined by LESSOR, and it may be upon any portion of LESSOR's Property (or any adjoining property owned or controlled by LESSOR), provided that LESSEE reasonably approves the site as equally suitable for LESSEE's intended uses. If it is determined that alternative space is not available as herein provided, LESSEE may terminate this Lease pursuant to Paragraph 5.

14.2 If a condemning authority takes title to the Property during the Effective Period of this Lease, and the Parties have not agreed on an alternative space pursuant to Paragraph 13.1 above, the Lease shall terminate on the date such condemning authority takes title. In the event of such termination, LESSEE shall not be entitled to share in any portion of the condemnation award, and LESSEE hereby expressly waives any right or claim to any part thereof. However, Monthly Rent shall abate during the time LESSEE is unable to use the Property as provided for in this Lease

as a result of such Taking, and LESSEE shall have the right to claim and recover only from the condemning authority (but not from LESSOR) any amounts necessary to reimburse LESSEE for the cost of removing its personal property and fixtures from the Property.

15. **RENOVATION OF PROPERTY.**

LESSOR hereby reserves the right (but not the obligation) to repair, renovate, construct, modernize, rehabilitate, or otherwise alter all or any portions of the Property throughout the term of this Lease (hereafter, "**Modifications**"), in such manner and at such time as LESSOR may, in its sole and absolute discretion, deem necessary, subject to LESSEE's right to operate its facility at the Premises in accordance with this Lease. In connection with all such Modifications, LESSOR may enter the Premises to the extent reasonably required by LESSOR to pursue and complete such Modifications, but only after giving LESSEE at least five (5) business days' prior notice so that LESSEE may provide an escort. LESSEE agrees that under no circumstances shall the Modifications as to any portion of LESSOR's Property, or the work that takes place in the course of making the Modifications, including LESSOR's entry onto the Premises, constitute an eviction or partial eviction of LESSEE or a breach of LESSEE's right to quiet enjoyment or use of the Premises, or any provision of this Lease, nor entitle LESSEE to damages or equitable relief or abatement or reduction in the Monthly Rent payment due. Notwithstanding the foregoing, nothing in this Paragraph 15 shall be construed, interpreted or implemented so as to deprive or prevent LESSEE from using the Premises for the uses contemplated herein.

16. **MISCELLANEOUS.**

16.1 **Quiet Enjoyment.** LESSOR covenants that LESSEE, on paying the Monthly Rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSEE has investigated the Property and has satisfied itself that, as of the Effective Date of this Lease, there are no improvements, structures or utilities, including other existing antennas or communications equipment or facilities, that interfere with LESSEE's use of the Property for the purposes permitted by this Lease.

16.2 **Integration.** It is agreed and understood that this Lease contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Lease shall be void and ineffective unless made in writing signed by the Parties.

16.3 **Governing Law & Choice of Forum.** This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State of California, and the Parties agree that any action arising from or relating to any obligation under this Lease shall be commenced and pursued in either (1) the Superior Court of the State of California, County of Orange, or, (2) so long as all other prerequisites for federal court jurisdiction are satisfied, the United States District Court, Central District of California.

16.4 **Successors.** This Lease shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

16.5 Subordination & Non-Disturbance. At LESSOR's option, this Lease shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest ("Mortgage") by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, every such Mortgage shall recognize (in writing and in a commercially reasonable form acceptable to LESSEE's counsel) the validity of this Lease in the event of a foreclosure of LESSOR's interest and also LESSEE's right to remain in occupancy and have access to the Premises and any related easements or rights-of way so long as LESSEE is not in default of this Lease. LESSEE shall execute whatever instruments may reasonably be required to evidence this subordination. If, as of the Effective Date of this Lease, there is any deed of trust, ground lease or other encumbrance or right of repurchase affecting the Property, LESSOR agrees to use its best efforts in cooperating with LESSEE in obtaining from the holder of such encumbrance an agreement that LESSEE shall not be disturbed in its possession, use and enjoyment of the Premises and any related easements or rights-of way.

16.6 Right to Cure. If LESSOR breaches any material covenant, agreement or promise contained in any mortgage or deed of trust superior to LESSEE's estate hereunder (other than any mortgage or deed of trust as to which LESSEE has obtained a non-disturbance agreement in accordance with Paragraph 16.5 above) or contained in any lease under which LESSOR holds title to any portion of the Property, and if LESSOR fails to (at least) commence to cure such breach within thirty (30) days after receiving written notice specifying the violation (or if LESSOR fails thereafter to diligently prosecute the cure to completion), then LESSEE may terminate the Lease pursuant to Paragraph 5, or it may (although it shall not be obligated to do so) cure LESSOR's breach and/or perform LESSOR's obligations (on LESSOR's behalf and at LESSOR's expense) at LESSEE's sole cost and expense.

16.7 Interpretation.

16.7.1 The Parties agree that all of the provisions in this Lease shall be construed as both covenants and conditions, the same as if the words importing such covenants and conditions had been used in each separate Paragraph.

16.7.2 The language of all parts of this Lease shall be construed simply and according to its fair meaning, and this Lease shall never be construed for or against either Party.

16.7.3 The captions contained in this Lease are inserted for convenience only and are not intended to be part of this Lease. They shall not affect or be utilized in the construction or interpretation of this Lease.

16.7.4 The exhibits attached to this Lease are made a part of this Lease as though fully set forth.

16.8 Severability. If any provision of this Lease is invalid, it shall be considered deleted from this Lease and shall not invalidate the remaining provisions of this Lease, unless the severing of such a provision would materially alter the consideration provided under the Lease or render the Lease unintelligible.

16.9 Attorneys' Fees. In the event litigation or other proceeding is required to enforce or interpret any provision of this Lease, the prevailing Party in such litigation or other proceeding

shall be entitled to an award of reasonable attorneys' fees, costs and expenses, in addition to any other relief to which it may be entitled.

16.10 **Abandonment, Dispossession, Surrender, Cancellation.** The abandonment of the Property by LESSEE during the Effective Period of this Lease, or LESSEE's dispossession by process of law, or otherwise, or the voluntary surrender of this Lease, or mutual cancellation of this Lease, shall not work a merger, and shall terminate any and all of LESSEE's existing subleases or assignments unless such sublessees or assignees are accepted by LESSOR, in writing, at the time of such abandonment, dispossession, surrender, cancellation, which acceptance LESSOR may give or withdraw in its sole and absolute discretion.

16.11 **Time of the Essence.** Time is of the essence in the performance of this Lease.

16.12 **Authority to Execute Lease.** Each of the Parties hereto warrants to the other that the person or persons executing this Lease on behalf of such Party has the full right, power and authority to enter into and execute this Lease on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Lease.

16.13 **No Personal Liability.** No officer, official, employee, agent or representative of LESSOR shall be personally liable to LESSEE or its successor in the event of a default or breach by LESSOR, or for any amount which may become due to LESSEE or its successor, or for any breach of any of LESSOR's obligations under this Lease.

16.14 **Nondiscrimination.** LESSEE covenants by and for itself, its heirs, successors and assigns, and all persons claiming under and through it that it shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition, sexual orientation or marital status in connection with or related to the performance of this Lease.

16.15 **Taxes.** LESSEE shall have the responsibility to pay any documented increase in real estate taxes levied against the Property which are directly attributable to the improvements constructed by LESSEE. LESSOR shall provide to LESSEE a copy of any notice, assessment or billing relating to real estate taxes for which LESSEE is responsible under this Lease within thirty (30) days of receipt of the same by LESSOR. LESSEE shall have no obligation to make payment of any such real estate taxes until LESSEE has received the notice, assessment or billing relating to such taxes as set forth in the preceding sentence. In the event LESSOR fails to provide to LESSEE a copy of any real estate tax notice, assessment or billing within the thirty (30) day period set forth herein, LESSEE shall be relieved of any obligation or responsibility to make payment of real estate taxes referred to in the notice, assessment or billing which was not timely delivered by LESSOR to LESSEE. LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any real estate tax assessment or billing for which LESSEE is wholly or partly responsible for payment under this Lease. LESSOR shall reasonably cooperate, at no cost to LESSOR, with LESSEE in filing, prosecuting and perfecting any appeal or challenge to real estate taxes as set forth in the preceding sentence, including but not limited to, executing any consent to appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to

LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this Paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE. LESSEE is hereby notified that any property interest deemed to have been created by or as a result of this Lease may be subject to property taxation, and that LESSEE may be subject to the payment of property taxes levied on the interest.

16.16 **Electronic Funds Transfer of Rent Payments.** Upon written agreement of the Parties, LESSEE may pay Monthly Rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

16.17 **Taxpayer Identification Number and Certification.** LESSOR hereby agrees to provide to LESSEE a W-9 upon its execution of this Lease. Within fifteen (15) days of obtaining an interest in the Property or this Lease, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE a W-9 and such other reasonable documentation as requested by LESSEE in writing to verify LESSOR's right to receive rental payments under this Lease.

16.18 **Non-Waiver.** The failure of either Party to insist upon strict performance of any of the terms or conditions of this Lease or to exercise any of its rights under this Lease shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Lease, in law or in equity.

16.19 **Survival.** The provisions of this Lease relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Lease. Additionally, any provisions of this Lease which require performance subsequent to the termination or expiration of this Lease shall also survive such termination or expiration.

16.20 **Submission of Lease.** The submission of this Lease for examination does not constitute an offer to lease the Premises and this Lease becomes effective only upon the full execution of this Lease by the Parties.

16.21 **Counterparts.** This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

CITY OF LA PALMA,
a municipality

By: _____
Name: Conal McNamara
Title: City Manager

Date: _____

ATTEST:

By: _____
Name: Kimberly Kenney
Title: City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Name: Ajit S. Thind
Title: City Attorney

Date: _____

LESSEE:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Name: Misty Snowden
Title: Area Manager

Date: _____

Exhibit A

Property

LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF LA PALMA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THE NORTH 360.00 FEET OF THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, IN THE CITY OF LA PALMA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 51, PAGE 11 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING SOUTHERLY OF THE NORTH 20 ACRES OF THAT PORTION OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, WHICH IS NORTHEASTERLY OF THE LOS ANGELES INTER-URBAN RAILWAY COMPANY RIGHT OF WAY RECORDED NOVEMBER 14, 1905 IN [BOOK 122, PAGE 262](#) OF DEEDS.

EXCEPT THE EAST 638.60 FEET THEREOF.

ALSO EXCEPT THAT PORTION THEREOF LYING NORTHWESTERLY OF THE SOUTHEASTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO THE ORANGE COUNTY FLOOD CONTROL DISTRICT, RECORDED NOVEMBER 21, 1961 IN [BOOK 5919, PAGE 512 OF OFFICIAL RECORDS](#).

ALSO EXCEPT THEREFROM ANY AND ALL OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES, AS MORE PARTICULARLY SET FORTH AND PROVIDED IN VARIOUS INSTRUMENTS OF RECORD.

[APN: 262-233-01 AND 262-233-07](#)

Exhibit B

Leased Premises

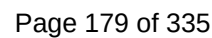
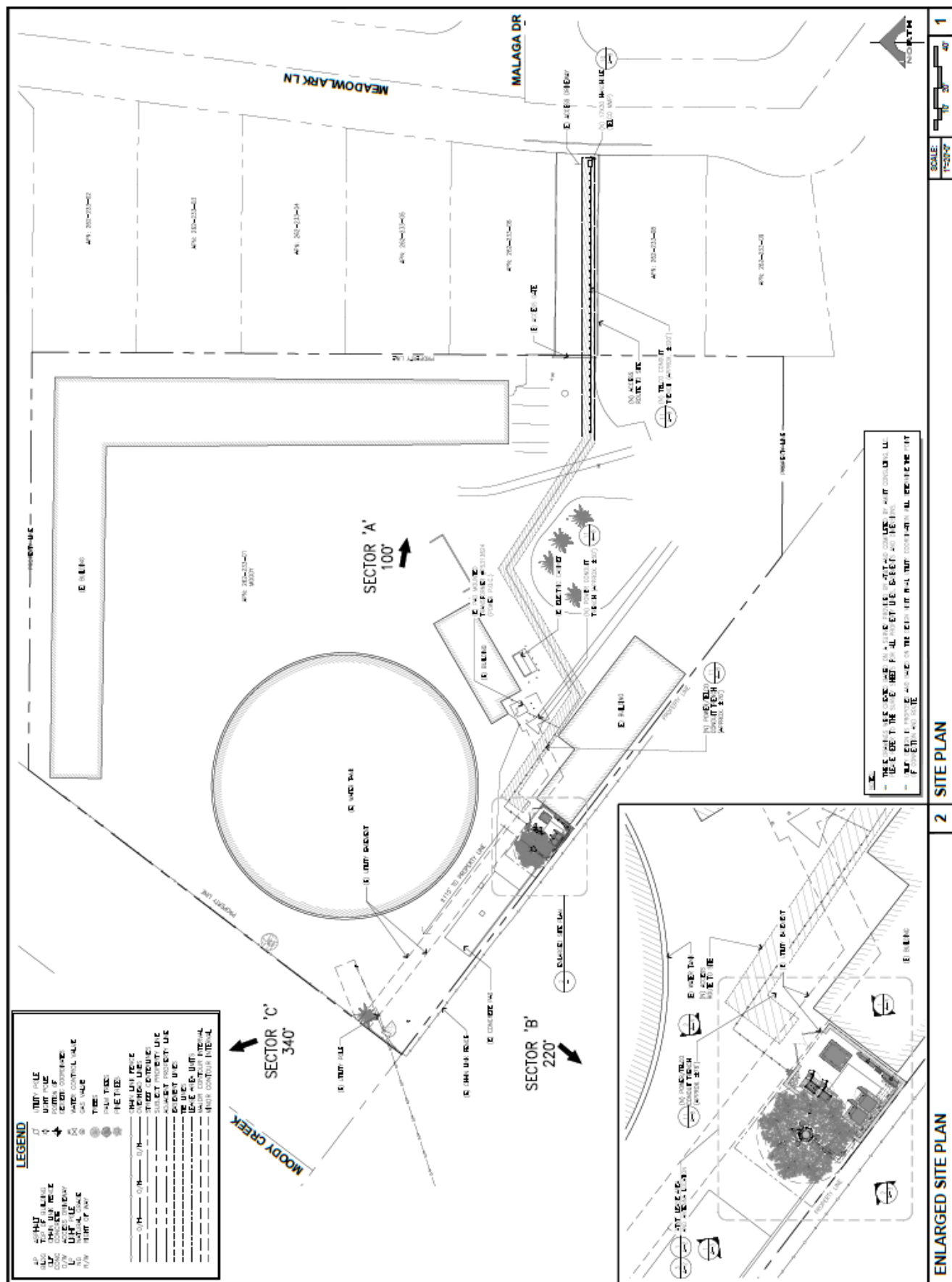
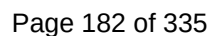


Exhibit C

Access and Utility Easement







at&t

CLL00939

MOODY

8441 MOODY STREET LA PALMA CA 90623

VIEW 1



EXISTING



PROPOSED

LOOKING NORTHWEST FROM MOODY STREET



EXISTING



PROPOSED LOOKING WEST FROM MOODY STREET



at&t

CLL00939

MOODY

8441 MOODY STREET LA PALMA CA 90623



VIEW 3



EXISTING



PROPOSED LOOKING SOUTHEAST FROM AMBERWOOD AVENUE



at&t

CLL00939

MOODY

8441 MOODY STREET LA PALMA CA 90623

VIEW 4



EXISTING



PROPOSED

LOOKING EAST FROM SIMONE WAY



On Behalf of



AT&T Project Number:
CLL00939

Dear Neighbor,

2/12/2025

We wanted to update you on the changes made to the proposed AT&T tower at 8415 Meadowlark Lane, La Palma. Here's a breakdown of the key changes.

Height Reduction & Design:

The tower height has been reduced by 10 feet, now standing at 65 feet, to better blend with the surrounding environment. We are also incorporating stealth features to match existing trees and poles, ensuring the tower integrates visually with the neighborhood.

Updated Photo Simulations:

New, more accurate photorealistic simulations have been created to reflect the changes and provide a clearer picture of the tower's appearance. Below are two pictures – one of the existing site and one with our proposed monopine design.

Network Engineer Feedback:

Our Network engineers have confirmed there is a significant gap in coverage in this area, especially indoors and in vehicles. This proposed project will close that gap. Ran engineers have also confirmed that reducing the tower height to 51 feet would not provide adequate coverage, which could lead to issues like dropped calls and poor service. Additionally, the nearby 30-foot water tank may cause signal "shadowing." The current antenna height helps mitigate this by ensuring less interference and better coverage.

If you have any questions or would like to discuss these updates further, please reach out. Thank you for your continued feedback. I look forward to hearing from you.



Sincerely,
Stacey Brown
Project Manager II
714-273-5261 / stacey.brown@smartlinkgroup.com



On Behalf of



Arbi Karamian
Real Estate Specialist

AT&T Project Number: CLL00939

2/3/2025

I hope this memo finds you well. I am writing to update you on the revisions made to the proposed AT&T tower project at 8415 Meadowlark Lane, La Palma, following valuable feedback from both the City of La Palma and local residents.

Key Revisions

- The height of the tower has been reduced by an additional 10 feet, now standing at 65 feet. This change helps maintain the aesthetics of the structure while ensuring it blends better with the surrounding environment.
- We have ordered new photorealistic simulations (photosims) to provide a more accurate visual of the updated design. These updated visuals reflect the changes made based on community feedback.

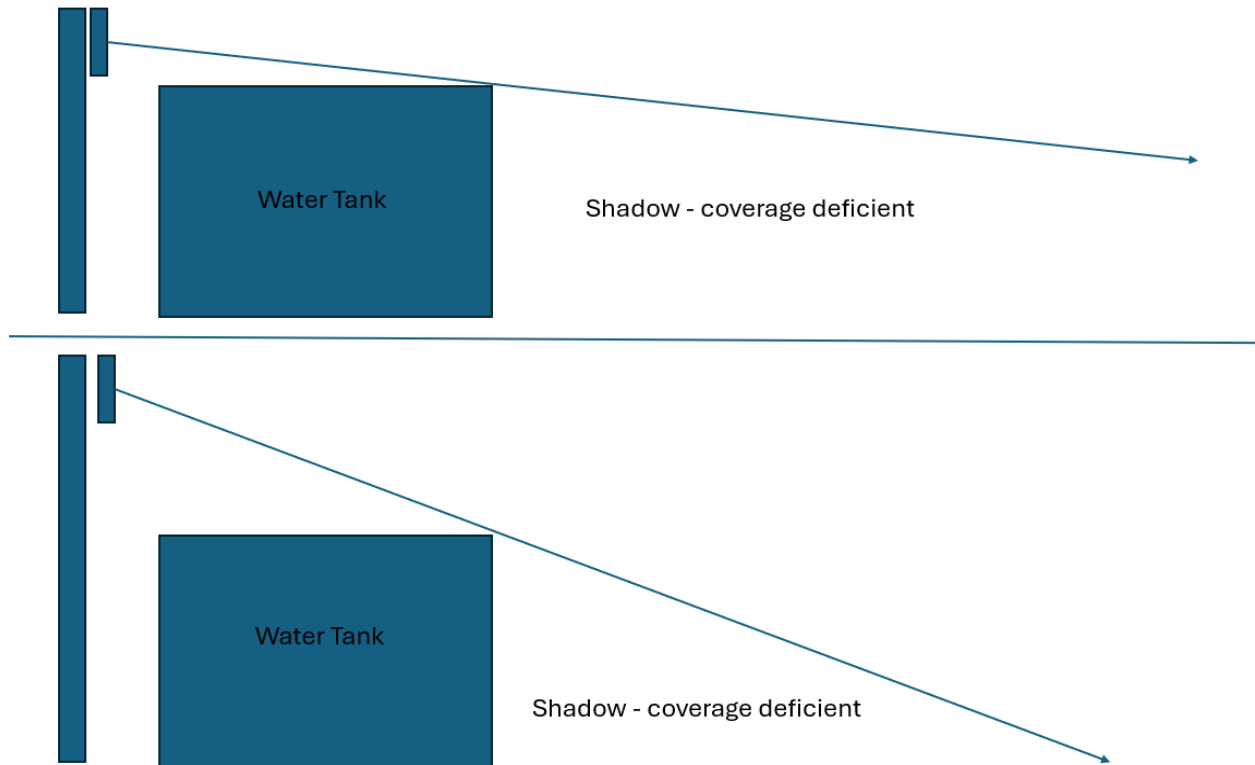
RF Engineer Feedback

Our RF engineers have explained why further reducing the tower height is not feasible. The current design, with a 51-foot antenna, offers insufficient coverage compared to our original plan. This height barely achieves the necessary coverage overlap to maintain uninterrupted service between neighboring cell sites. A further reduction would significantly limit coverage, leading to issues such as dropped calls and unreliable service, particularly indoors or in vehicles.

Additionally, the 30-foot water tank nearby could cause signal "shadowing," blocking coverage for users located closer to it. A higher antenna ensures less shadowing, which is critical for providing quality service.

Coverage Comparison

- At 51 feet, the tower covers 5,352 people (pops).
- At 30 feet, the coverage drops to 3,343 people (pops).



If you have any questions or would like to discuss these updates further, please feel free to reach out. Additionally, if there's a chance to be added to the agenda for the next board meeting, please let me know.

We are reaching out to keep you informed and to offer an opportunity to ask any questions or express any concerns before the revised plans are presented to the La Palma City Council for approval. Should you have any questions or need further information, please feel free to contact me directly at 818-390-5474 or via email at arbi.karamian@smartlinkgroup.com.

Thank you for your attention and continued feedback. We look forward to hearing from you.

Sincerely,

Arbi Karamian
Real Estate Specialist II
818-390-5474
arbi.karamian@smartlinkgroup.com

PUBLIC HEARINGS

19. *Consideration of a Resolution to Install a Freestanding Wireless Communications Tower and a Resolution to Enter into a Lease Agreement at 8415 Meadowlark Lane (City Yard)*

1. Mayor Goodman opened the Public Hearing at 6:46p.m.
2. City Manager McNamara introduced the Item and Community Development Manager Deines gave the Staff Report
3. City Council Member Comments and Questions:

Discussion ensued regarding details of the vote results by the Development and Circulation Committee (DCC); that conditions were added for construction hours, environmental, and cell tower maintenance were added to address the concerns brought up at the meeting; that the applicant sent out their own notification to the residents regarding the matter.

4. Public Input:

Dale Oats, a La Palma resident, addressed the City Council regarding the height of this tower; his opposition to the health effects from radio frequency (RF) radiation exposure; that he's never had any issues with cell service in his home; and opposition to negative impacts on his property values as a result of the cell tower.

Florence Omolafe, a La Palma resident, addressed the City Council regarding her and the other resident's names being reflected on the DCC meeting minutes regarding this matter as attendees and speakers.

Roy Varughese, a La Palma resident, addressed the City Council regarding support for alternate solutions to cell service like the use of wi-fi versus a cell tower; his opposition to the health effects from RF radiation exposure and proximity of this tower to his residence; and asked the City Council to reconsider.

Nilesh Patel, a La Palma resident, addressed the City Council regarding his opposition to the proximity of this tower to his residence; opposition to the health effects from RF radiation exposure; and asked the City Council to reconsider.

Regina Calvente, a La Palma resident, addressed the City Council regarding her opposition to the health effects from RF radiation exposure; opposition to the potential decrease in property values; requested an

assessment on the impact to the neighborhood; and asked the City Council to reconsider after all additional data is gathered.

Eric Carlstrom, a La Palma resident, addressed the City Council regarding his opposition to the health effects from RF radiation exposure.

City Attorney Thind announced that when the City Council is making a land use decision, they have wide discretion; however, pursuant to the Federal Telecommunications Act that limits this discretion in that the City Council is not allowed to take into consideration radio frequency emissions, health effects of it, whether or not radio frequency emissions have an effect on property values, that federal law preempts the City from taking that into consideration when making a decision on these types of applications. He added that while he understands the residents here coming in good faith and relaying these concerns, unfortunately, that cannot be a consideration when the City Council decides on permitting this application.

Mayor Goodman thanked City Attorney Thind for the legal guidance and noted that federal law supersedes City Council decisions.

Council Member Patel asked for clarification that the Council can make decisions regarding the height and aesthetics of the cell tower. City Attorney Thind concurred.

Charles Navarro, a La Palma resident, addressed the City Council regarding his opposition to the health effects from RF radiation exposure; opposition to the potential decrease in property values; and asked the City Council to reconsider.

Sharon Davidloo, a La Palma resident, addressed the City Council regarding her employer being a cell service provider and can concur that RF Radiation is in fact, a health concern.

5. Mayor Goodman closed the Public Hearing at 7:23p.m.

Council discussion ensued regarding the maximum height allowable for residential homes; that homes cannot be more than two stories or taller than 30 feet in the Single Family Residential (R-1) zone; that the proposed tower is on Public Institutional zoned property that has different development standards; that residents will be able to see the tower from their backyards; that the original proposal included more antennas that what was presented tonight; that Staff recommended that the applicant extend the height to cover the antennas; that at other sites where there are cell towers close to La Palma, some are within 120 to 200 feet of the homes; that at the City's north water well, there are two cell towers and

neither of them are concealed; that studies were conducted by the applicant that showed this installation would improve cellular service to residents; that other sites would not allow the height requirement needed to achieve the applicant's service coverage objective; that Council Member Patel opposes the height and look of the proposed cell tower; that Council Member Patel supports having more time to review this proposal and more community engagement before making a decision; that the applicant is not present at this meeting; that Council Member Keo Conklin noted health concerns with cell phone use; her support for further community engagement; her support for alternate coverage by use of wife; that her main concern is the health factor, the health hazard to residents; that she opposes the height and look of the tower; her support to conduct more studies on this and have AT&T reach out to the neighborhood to conduct a survey; that this could impact home values; that the City Council appreciates the public input; that Mayor Pro Tem Waldman inquired about the current height being proposed resulting in the tallest structure in La Palma next to the buildings in Centerpointe; that it is not aesthetically pleasing; that Mayor Goodman noted there are cell towers all over the United States and that most are not concealed; that he reminded the public that the City Council appreciates the public comments, but Federal Law limits their decisions to esthetics; that not having the applicant present to answer these questions is a disservice; and the general consensus by the City Council to continue this matter until more research is done and the applicant can be present.

6. Adopt a Resolution of the City Council Approving Conditional Use Permit 389, Precise Plan 287, and Variance 2022-01
7. Adopt a Resolution to enter into a Lease Agreement between the City of La Palma and New Cingular Wireless PCS, LLC for the lease of a portion of City-owned property located at 8415 Meadowlark Lane

Council Member Patel made a motion to continue the item to a date uncertain; to re-notice it when it comes back to the City Council; ensure the applicant is available at that meeting; and be thorough with public outreach so that they're aware of when that meeting is.

The motion was seconded by Council Member Baker and carried on the following vote:

AYES: Council Member Baker, Council Member Conklin, Mayor Goodman, Council Member Patel, and Mayor Pro Tem Waldman

NOES: None

City of La Palma

Agenda Item No. 19



MEETING DATE: August 6, 2024

TO: City Council

FROM: City Manager

SUBMITTED BY: Belinda Deines, Community Development Manager

AGENDA TITLE: Consideration of a Resolution to Install a Freestanding Wireless Communications Tower and a Resolution to Enter into a Lease Agreement at 8415 Meadowlark Lane (City Yard)

RECOMMENDED ACTION:

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

1. Open the Public Hearing
2. Receive Staff Report
3. City Council Member Comments and Questions
4. Receive Public Input
5. Close the Public Hearing
6. Adopt a Resolution of the City Council Approving Conditional Use Permit 389, Precise Plan 287, and Variance 2022-01
7. Adopt a Resolution to enter into a Lease Agreement between the City of La Palma and New Cingular Wireless PCS, LLC for the lease of a portion of City-owned property located at 8415 Meadowlark Lane

BACKGROUND:

The subject site is identified on the City's Land Use and Zoning Map with the designation of Public/Institutional (PI) Zoning District, which is intended for public utilities and facilities. The property is a flag lot with access gained from a driveway along the west side of Meadowlark Lane at the intersection of Malaga Drive. Currently, the site is occupied by the City of La Palma Public Works Maintenance Yard, which consists of various buildings, offices, and the City's south water well. The property is bounded by residential homes to the north and east,

Moody Creek to the west, and the Dairyland Storm Channel and Orange County Transportation Authority easement to the former Pacific Electric Red Car Trolley to the south.

The surrounding zoning and land uses are as follows:

North: Single-Family Residential (R-1)
South: Public/Institutional (PI)
East: Single-Family Residential (R-1)
West: Public/Institutional (PI)

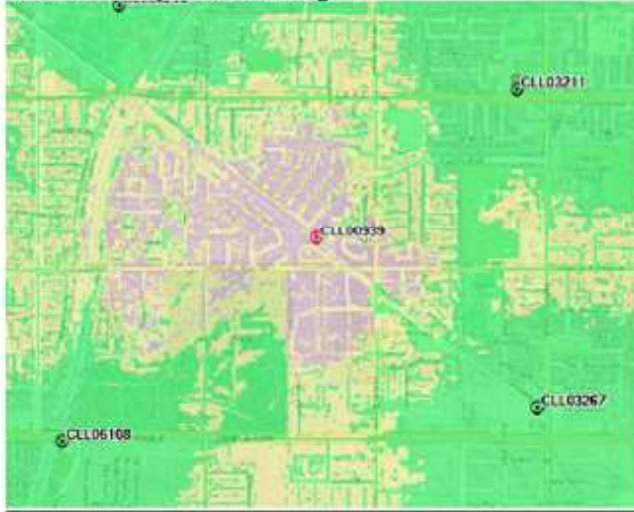
La Palma Zoning Map



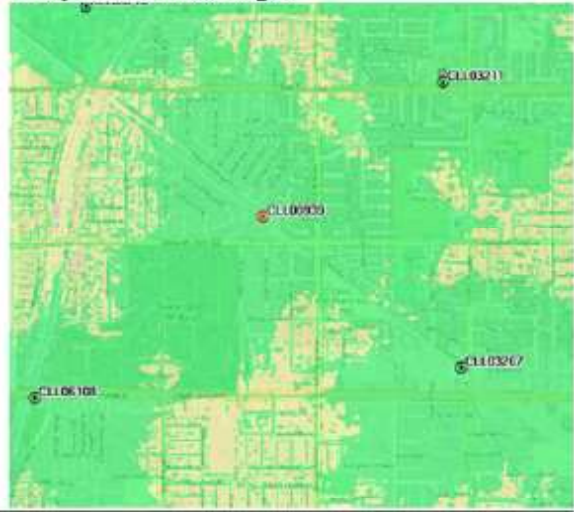
AT&T is seeking installation of a cell site within a specified area and identified the need to close a significant gap in coverage in the vicinity of Crescent Avenue, Moody Street, and La Palma Avenue. A site analysis of gap in coverage was evaluated relative to alternative sites. The area consists of predominantly residential homes within the City of La Palma. The applicant exhausted potential sites at commercial and institutional properties in La Palma and Cypress which were found to be non-viable.

The following images show radio-signal propagation maps:

Current Gap in Coverage:



Proposed Coverage:



On June 10, 2024, the Development and Circulation Committee adopted, with a 4-3 vote, Resolution 2024-02 recommending that the City Council approve Precise Plan 287 and Variance 2022-01. Three members of the public spoke gave verbal testimony expressing questions and concerns regarding the proposed project.

SUMMARY:

SmartLink Group on behalf of AT&T Mobility requests approval of a 75' freestanding wireless communications tower (monopine) and associated equipment at 8415 Meadowlark Lane (APNs: 263-233-01, -07). The proposed scope of work requires City Council approval of a Precise Plan, Conditional Use Permit, Variance, and a Lease Agreement. AT&T proposes to build an unmanned wireless telecommunications facility consisting of a three (3) sector array with five (5) panel antennas per sector that is disguised within branches of a 75' tall faux pine tree, designed to blend in with and complement the surrounding vicinity. All associated equipment will be located within an enclosed area. The proposed facility will be a state-of-the-art stealth structure that will improve communication services for the residents and visitors in La Palma, and the proposed Lease Agreement regarding the land lease on City-owned property will provide additional revenues to the City.

ANALYSIS:

La Palma Municipal Code (LPMC) Section 44-392 defines "communication facilities" as a public or private structure that supports antennas and other related equipment (e.g. ground cabinets and structures) that send and/or receives radio frequency signals.

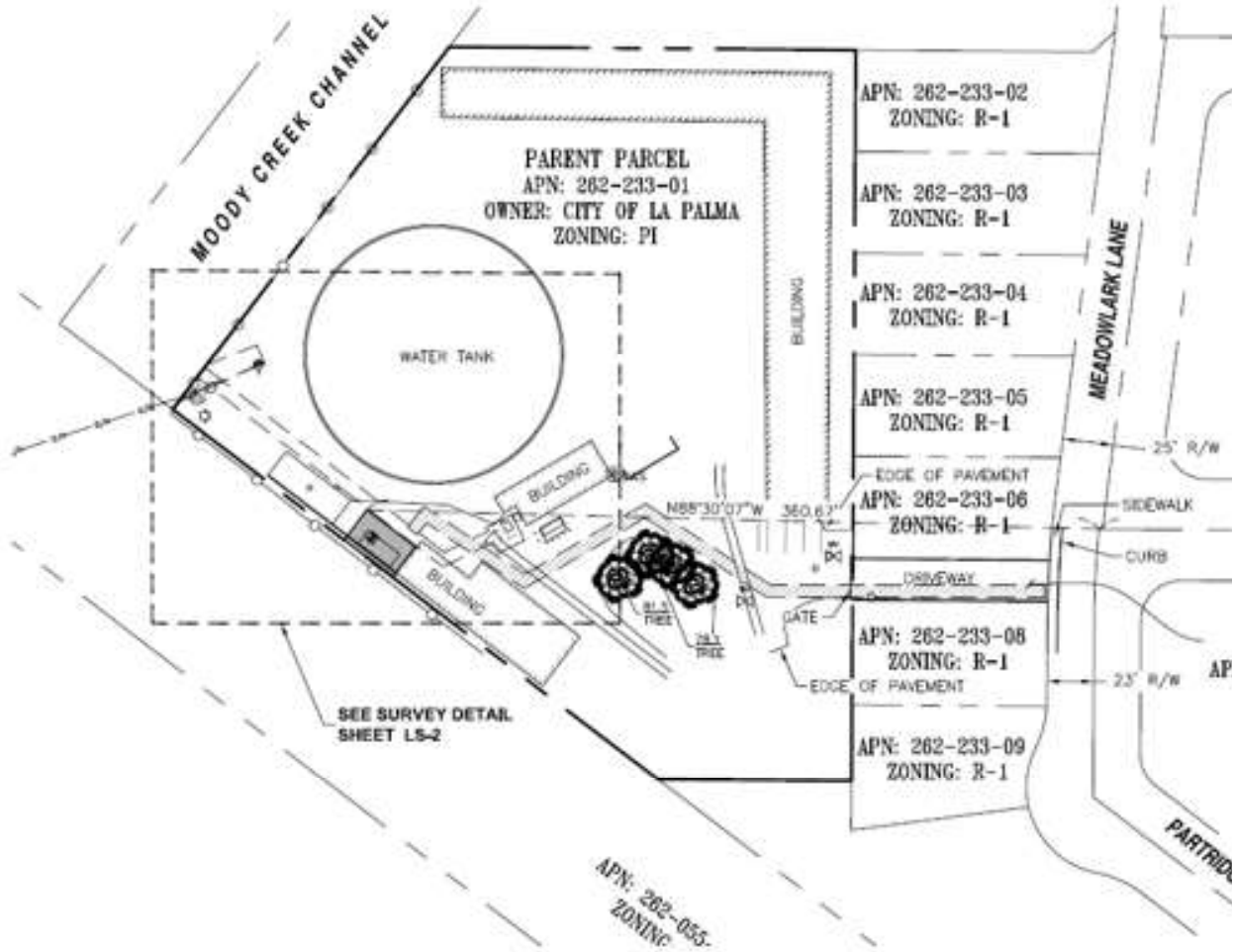
The primary use of the property as government offices, water tank, and pump station will remain as the City's maintenance yard. Therefore, the proposed communication tower and equipment is considered an accessory use and structure to the primary use. Pursuant to LPMC Section 44-139, the communication tower use in the PI Zoning District is subject to City Council approval of a Conditional Use Permit. A draft Lease Agreement has been

negotiated between AT&T and the City of La Palma regarding the lease area, which is also subject to City Council approval. The City's north water well property at 6800 Walker Street, also located in the PI Zoning District, maintains an existing freestanding communications tower.

The proposed wireless communication tower is a freestanding structure that is considered a "monopine" in that the structure consists of a single pole that is camouflaged to resemble a pine tree and blend into the surrounding landscape. Originally, the applicant considered the location of the monopine in the center landscape island upon entry into the yard. Public Works staff stated that the original location would have been problematic for City operations and potential improvements at the yard. City staff noted that the revised location along the south property line requires demolition of an existing storage shed but has the least impact to existing driveway access, structures, and Public Works' maintenance operations. Furthermore, the tower is sited approximately 140' from the nearest residential property across the Dairyland Storm Channel/OCTA right-of-way at Embassy Circle, 200' from residential homes across Moody Creek on Suffield Street, and 240' from residential properties immediately adjacent to the City Yard driveway on Meadowlark Lane.

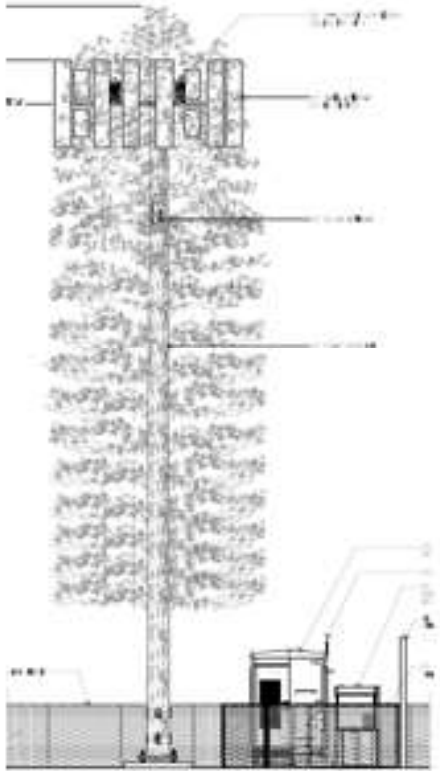
Pursuant to LPMC Section 44-141, a freestanding communication tower in the PI Zoning District is required to maintain a minimum perimeter 20' building setback and 10' landscaping setback. While the monopine encroaches into the 20' building setback, the intent for the structure to be disguised as landscaping meets the intent of the Code to provide perimeter landscaping adjacent to other existing Public/Institutional uses. The faux pine branches at its widest diameter are proposed up to the south property line.

Site Plan



Initially, the monopine was proposed at 70' by the applicant. However, the PI Zoning District allows for a maximum height of 75' and City staff recommended that the applicant extend the height by 5' for a more natural, conical appearance rather than cut off at the top of the antennas. Surrounding trees on the property and in the immediate vicinity consists of several rows of Junipers, King palms, and Eucalyptus. At present, there is no landscaping along the southwest perimeter of the property.

Initial Design of 70' Monopine:



Revised Design of 75' Mo

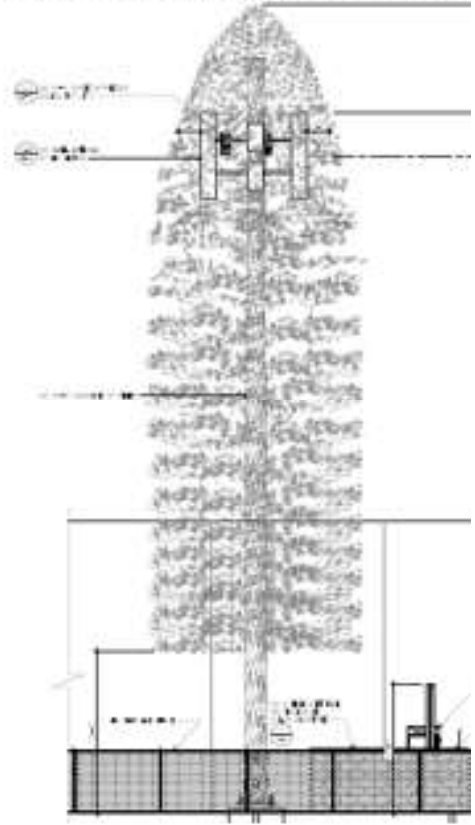


Photo Simulation View from Crescent Avenue

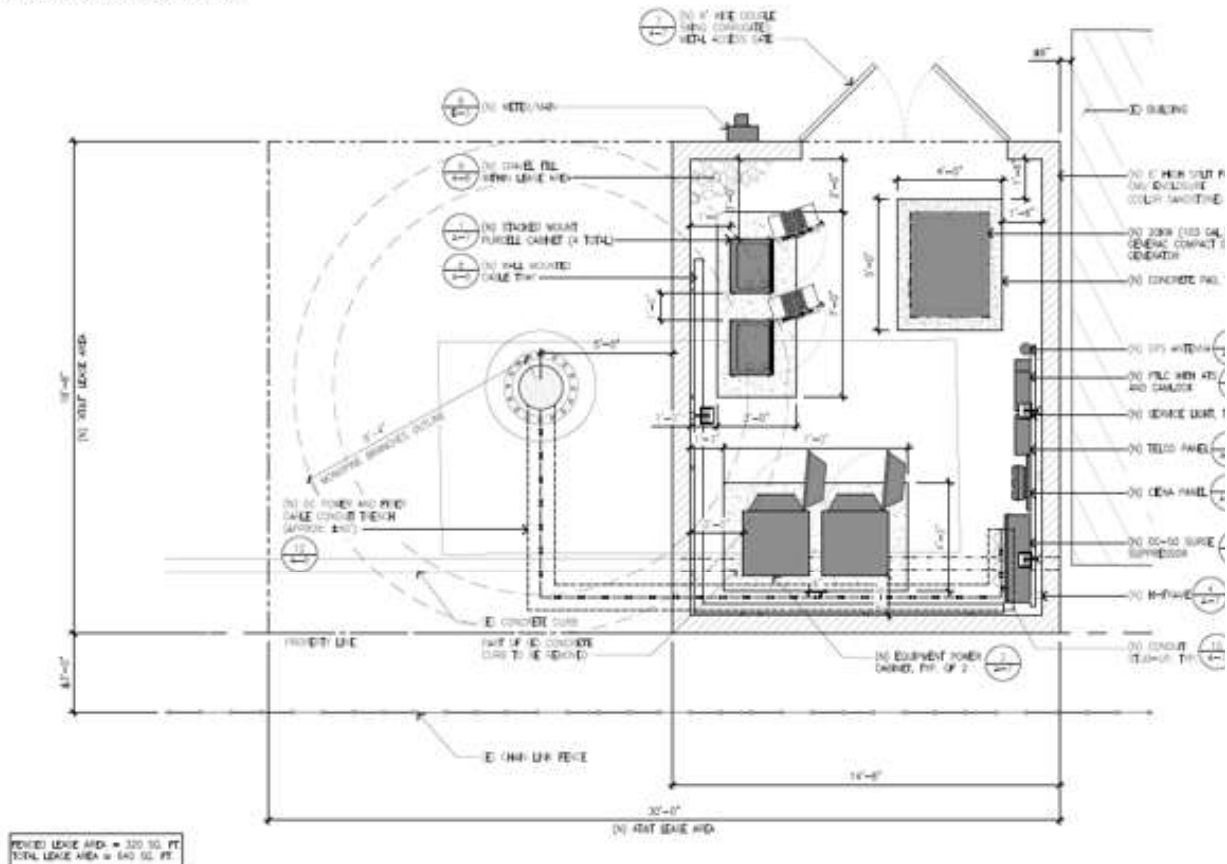


Photo Simulation View from Moody Creek



Associated Equipment: The AT&T equipment lease area is limited to 560 square feet (30' by 18'-8") along the south property line and adjacent to the existing building. An existing storage container will be relocated out of the proposed lease area. The monopine faux branches extend at a diameter of 9'-4" from the pole, which is proposed at its widest extent up to the property line. The equipment is

Lease Area Plan



Conditional Use Permit 389, Precise Plan 287, and Variance 2022-01

Approval of Conditional Use Permit 389 requires the following findings pursuant to LPMC Section 44-851:

1. The proposed use is conditionally allowed within the subject zoning district, would not impair the integrity and character of the district, and complies with all applicable provisions of this chapter.
2. The proposed use is consistent with the goals, policies, general land uses, and programs of the general plan, and any applicable specific plan and is in compliance with all City, State, and federal laws and regulations.
3. The approval of the conditional use permit, or amendment, for the proposed use is in compliance with the requirements of the California Environmental Quality Act (CEQA) (Public Resources Code § 21000 et seq.).
4. The site is suitable for the type and intensity of use or development that is proposed.
5. The proposed project will have no adverse effect on abutting or adjacent properties and is compatible with those properties.
6. The proposed use will not be adverse to the public health, safety, or general welfare.

Approval of Precise Plan 287 requires the following findings pursuant to LPMC Section 44-787:

1. The proposed use is allowed within the subject zoning district and complies with all applicable provisions of this chapter.
2. The proposed use would be consistent with the objectives, policies, general land uses, and programs of the general plan and any applicable specific plan and is in compliance with all City, State, and federal laws and regulations.
3. The approval of the precise plan or an amendment to precise plan for the proposed use is in compliance with the requirements of the California Environmental Quality Act (CEQA) (Public Resources Code § 21000 et seq.).
4. The location, size, design, and operating characteristics of the proposed use would be compatible with existing land uses within the general area in which the proposed use is to be located.
5. The subject site is physically suitable for the type and density/intensity of the use being proposed.
6. The proposed project will have no adverse effect on abutting or adjacent properties and is compatible with those properties.

Approval of Variance 2022-01 requires the following findings pursuant to LPMC Section 44-1041:

1. There are special circumstances applicable to the property (e.g., location, shape, size, surroundings, or topography), so that the strict application of this chapter denies the property owner privileges enjoyed by other property owners in the vicinity and under identical zoning districts.
2. Granting the variance would not constitute a grant of special privilege inconsistent with the limitations on other properties classified in the same zoning district.
3. Granting the variance would not authorize a use of activity that is not otherwise expressly authorized by the zoning district regulations governing the subject property.

Justification in support with findings of fact are attached as “**EXHIBIT C**” to the draft Resolution provided as *Attachment 1* to this report.

Lease Agreement

This project requires approval of a Lease Agreement, which may be granted by a City Council Resolution for any lease less than a 55-year term per California Government Code Section 37380. The Lease Agreement proposes an initial term of five (5) years, with the option to extend the term for five (5) additional five (5) year periods, for a total effective period up to 30 years. The La Palma Municipal Code does not specify any particular findings that must be made for approval of a lease agreement. However, State law requires a finding that the Lease Agreement is consistent with the City's General Plan and any applicable specific plans. Staff believes that the proposed freestanding wireless communications tower meets this requirement. The Lease Agreement establishes the lease terms to construct, maintain, and provide access for the proposed improvements on city-owned property. The Applicant proposes to pay \$42,000 for the first year with 2% annual rent increases after the first year.

General Plan Consistency: The City of La Palma wishes to protect and preserve the quality of the residential areas of the City, as well as the quality of life throughout the City, through effective land use and planning. The proposed freestanding wireless communications tower is consistent with the following goals and policies of the POLICY LU-1.3 / POLICY LU-3.3 / POLICY LU-3.4 / GOAL LU-4 / POLICY LU-4.3 / POLICY CB-4.7 / GOAL T-1 / GOAL T-2 / GOAL T-3 / GOAL T-6.

Environmental Review: Pursuant to the California Environmental Quality Act (CEQA), the project is categorically exempt per Section 15303 of the CEQA Guidelines (Class 3 – New Structures) in that the project consists of construction and location of a new facility and equipment.

Conditions of Approval: Conditions of Approval have been drafted specific to Conditional Use Permit 389, Precise Plan 287, and Variance 2022-01, which are contained as “**EXHIBIT B**” to the draft Resolution provided as *Attachment 1* to this report.

FISCAL IMPACT:

The cost of processing the Conditional Use Permit, Precise Plan, Variance, and Lease Agreement is borne by the Applicant. Should the City Council approve Conditional Use Permit 389, Precise Plan 287, Variance 2022-01, and a Lease Agreement, this proposed monopine would bring in additional direct revenues to the City. The Applicant proposes to pay \$42,000 for the first year, with an annual escalator of 2% rent increase from the prior year.

ATTACHMENTS:

1. Draft Resolution for CUP, PP, and VAR
2. Draft Resolution - Exhibit A - Project Plans
3. Draft Resolution for Lease Agreement
4. Draft Resolution for Lease Agreement - Exhibit A - Agreement
5. DCC Resolution No. 2024-02
6. Photo Simulations

RESOLUTION NO. CC 2024-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PALMA, CALIFORNIA, TO APPROVE CONDITIONAL USE PERMIT 389, PRECISE PLAN 287, AND VARIANCE 2022-01 TO INSTALL A 75' FREESTANDING WIRELESS COMMUNICATIONS TOWER (MONOPINE) AT THE CITY OF LA PALMA PUBLIC WORKS MAINTENANCE YARD AT 8415 MEADOWLARK LANE

WHEREAS, SmartLink Group on behalf of AT&T Mobility (hereinafter, the “Applicant”), has initiated a request for Conditional Use Permit (CUP) 389, Precise Plan (PP) 287, and Variance 2022-01 for approval to install a 75' freestanding wireless communications tower (monopine) and associated equipment on the property located at 8415 Meadowlark Lane, La Palma, CA 90623 (APNs 263-233-01, -07) (hereinafter the “Project”); and,

WHEREAS, the subject property is located within the Public/Institutional (PI) Zoning District, which allows a freestanding communication tower as an accessory use; and,

WHEREAS, the City of La Palma wishes to protect and preserve the quality of the commercial and residential areas of the City, as well as the quality of life throughout the City, through effective land use and planning; and,

WHEREAS, Chapter 44 – Zoning, Article II – Division 4 (Nonresidential Zoning Districts) of the La Palma Municipal Code identify the land use requirement of a Conditional Use Permit, development standards, and Precise Plan permit requirement for a freestanding communications tower; and,

WHEREAS, Chapter 44 – Zoning, Article V - Division 5 (Conditional Use Permits and Amendments) of the La Palma Municipal Code states that the purpose of the Conditional Use Permit is to provide a process for allowing the establishment of uses that are deemed to have special impact, uniqueness, or affect on the properties or neighborhood surrounding the subject site; and,

WHEREAS, Chapter 44 – Zoning, Article V - Division 3 (Precise Plans and Amendments) of the La Palma Municipal Code states that the purpose of the Precise Plan is to provide a process for reviewing architectural applications for all new construction, and that process allows for the review of the design of the development, an identification of potential impacts on the surrounding properties, and an assurance that the proposed Project complies with the provisions of the Zoning Code and the General Plan; and,

WHEREAS, Chapter 44 – Zoning, Article V - Division 11 (Variances and Minor Exceptions) of the La Palma Municipal Code states that the purpose of the Variance is to allow for adjustment in the development standards only when the strict application of the Zoning Code denies the property owner privileges enjoyed by other property owners in the vicinity and within identical zoning districts. Special circumstances that justify the granting of a variance include the location, shape, size, surroundings, or topography of a site; and,

WHEREAS, the proposed Project shall adhere to the requirements of the La Palma Municipal Code, the PI Zoning District, and the comprehensive architectural design package included as “**EXHIBIT A**” attached hereto; and,

WHEREAS, draft Conditions of Approval have been prepared and attached as “**EXHIBIT B**” for Conditional Use Permit 389, Precise Plan 287 and Variance 2022-01, to ensure the orderly development of the Project and to maintain the quality of life in La Palma; and,

WHEREAS, on June 10, 2024, the City of La Palma Development and Circulation Committee conducted a duly noticed Public Hearing on Precise Plan 287 and Variance 2022-01, and considered testimony and evidence presented by the Applicant, the public, City staff, and other interested parties, at the hearing held with respect thereto; and,

WHEREAS, the City of La Palma Notice of Public Hearing was published in the Wednesday, July 24, 2024, edition of the *Event-News Enterprise*, sent to all owners of property within 300 feet of the proposed project, and posted at La Palma City Hall, La Palma Community Center, OC Public Library – La Palma Branch, and the subject property at least ten (10) days prior to the Public Hearing; and,

WHEREAS, on August 6, 2024, the City of La Palma City Council conducted a duly noticed Public Hearing on Conditional Use Permit 389, Precise Plan 287, Variance 2022-01, and a Development Agreement and considered testimony and evidence presented by the Applicant, the public, City staff, and other interested parties, at the hearing held with respect thereto.

NOW, THEREFORE, the City Council of the City of La Palma resolves as follows:

SECTION 1. The forgoing recitals are incorporated herein and made a part hereof.

SECTION 2. The findings for Conditional Use Permit 389, pursuant to Chapter 44 – Zoning, Article V – Division 5, Section 44-851 (Findings) of the La Palma Municipal Code, can be made supporting the project application as follows:

- 1) The proposed use is conditionally allowed within the subject zoning district, would not impair the integrity and character of the district, and complies with all applicable provisions of this chapter.
- 2) The proposed use is consistent with the goals, policies, general land uses, and programs of the general plan, and any applicable specific plan and is in compliance with all City, State, and federal laws and regulations.
- 3) The approval of the conditional use permit, or amendment, for the proposed use is in compliance with the requirements of the California Environmental Quality Act (CEQA) (Public Resources Code § 21000 et seq.).
- 4) The site is suitable for the type and intensity of use or development that is proposed.
- 5) The proposed project will have no adverse effect on abutting or adjacent properties and is compatible with those properties.
- 6) The proposed use will not be adverse to the public health, safety, or general welfare.

SECTION 3. The findings for Precise Plan 287, pursuant to Chapter 44 – Zoning, Article V – Division 3, Section 44-787 (Findings) of the La Palma Municipal Code, can be made supporting the project application as follows:

- 1) The proposed use is allowed within the subject zoning district and complies with all applicable provisions of this chapter.
- 2) The proposed use would be consistent with the objectives, policies, general land uses, and programs of the general plan and any applicable specific plan and is in compliance with all City, State, and federal laws and regulations.
- 3) The approval of the precise plan or an amendment to precise plan for the proposed use is in compliance with the requirements of the California Environmental Quality Act (CEQA) (Public Resources Code § 21000 et seq.).
- 4) The location, size, design, and operating characteristics of the proposed use would be compatible with existing land uses within the general area in which the proposed use is to be located.
- 5) The subject site is physically suitable for the type and density/intensity of the use being proposed.
- 6) The proposed project will have no adverse effect on abutting or adjacent properties and is compatible with those properties.

The factual findings for which are attached as “**EXHIBIT C**” to this Resolution, and incorporated herein by this reference.

SECTION 4. The findings for Variance 2022-01, pursuant to Chapter 44 – Zoning, Article V – Division 11, Section 44-1041 (Findings) of the La Palma Municipal Code, can be made supporting the project application as follows:

- 1) There are special circumstances applicable to the property (e.g., location, shape, size, surroundings, or topography), so that the strict application of this chapter denies the property owner privileges enjoyed by other property owners in the vicinity and under identical zoning districts.
- 2) Granting the variance would not constitute a grant of special privilege inconsistent with the limitations on other properties classified in the same zoning district.
- 3) Granting the variance would not authorize a use of activity that is not otherwise expressly authorized by the zoning district regulations governing the subject property.

SECTION 5. The City Council finds that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15303 of the CEQA Guidelines (Class 3 – New Structures) in that the project consists of construction and location of a new facility and equipment.

SECTION 6. Based on the foregoing, the City Council of the City of La Palma hereby approves Conditional Use Permit 389, Precise Plan 287, and Variance 2022-01, as depicted on the comprehensive architectural design package included as “**EXHIBIT A**” of this Resolution; subject to the Conditions of Approval, which are attached as “**EXHIBIT B**” to this Resolution, and

incorporated herein by this reference; and, subject to the factual findings, which are attached as “**EXHIBIT C**” to this Resolution, and incorporated herein by this reference.

SECTION 7. This project approval shall become effective following the expiration of a fifteen (15) day appeal period without the filing of an appeal application from the date of the City Council approval.

APPROVED AND ADOPTED by the City Council of the City of La Palma at a regular meeting held on the 6th day of August, 2024.

Marshall Goodman
Mayor

ATTEST:

Kimberly Kenney
City Clerk

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS
CITY OF LA PALMA)

I, KIMBERLY KENNEY, City Clerk of the City of La Palma, California, DO HEREBY CERTIFY that the foregoing Resolution was adopted by the City Council of said City at a regular meeting of said City Council held on the 6th day of August 2024, and that it was so adopted by called vote as follows:

AYES:

NOES:

Kimberly Kenney, CMC
City Clerk

EXHIBIT A

PROJECT PLANS FOR
PRECISE PLAN 287 AND VARIANCE 2022-01

8415 Meadowlark Lane, La Palma, CA 90623 (APNs: 263-233-01, -07)

75' Freestanding Wireless Communications Tower

EXHIBIT B

CONDITIONS OF APPROVAL FOR CONDITIONAL USE PERMIT 389, PRECISE PLAN 287, AND VARIANCE 2022-01

8415 Meadowlark Lane, La Palma, CA 90623 (APNs: 263-233-01, -07)

75' Freestanding Wireless Communications Tower

GENERAL:

1. This Conditional Use Permit, Precise Plan, and Variance are solely for the construction, operation, and maintenance of a 75' freestanding wireless communications tower (monopine) with associated equipment at the subject property, 8415 Meadowlark Lane.
2. In compliance with Chapter 44 -Zoning, Article IV – Division (Revocation and Modification), of the La Palma Municipal Code, this approval may be revoked or modified at any time by a vote of the City Council, if any one of the following findings of fact can be made:
 - a) The use for which the approval was granted has been exercised so as to be detrimental to the public health or safety, and/or to constitute a nuisance.
 - b) The approval was obtained by fraud.
 - c) The use for which such approval is granted is not being exercised within the time specified.
 - d) The use for which approval was granted has ceased to exist or has been suspended for at least one year.
 - e) The permit as granted is being or recently has been exercised contrary to the terms and conditions of approval or in violation of a statute, ordinance, law, or regulation.
3. The proposed project is required to be constructed in substantial conformance with the comprehensive architectural design package provided as “**EXHIBIT A**” of this Resolution for Conditional Use Permit 389, Precise Plan 287, and Variance 2022-01; and, shall be inspected during construction by a qualified inspector for conformance with the California Building Code. The Applicant/Developer shall obtain a building permit from the City of La Palma Building and Safety Division and provide payment of permit fees prior to commencement of construction activity.
4. If at the time of application for building permit there is a project job account balance due to the City for recovery of planning review and entitlement fees, the outstanding balance shall be paid in full prior to building permit issuance.
5. The Applicant/Developer shall provide to the City a letter identifying a single point of contact for the management and operations of the communications tower (including: name, phone number, fax number, and e-mail address) and a 24-hour phone number in case of emergencies.

6. The Applicant/Developer shall be responsible for informing all subcontractors, consultants engineers, or other business entities providing services related to the Project of their responsibilities to comply with all pertinent requirements herein in the City of La Palma Municipal; Code, including the requirement that a Business License be obtained by all entities doing business in the City as well as noise limitations and hours of operation requirements within the City.
7. Minor and incidental changes in design, placement, materials and color of materials to the Project requested by the Applicant/Developer may be approved administratively through the Community Development Department's Administrative Approval process. Details of any approved changes shall be provided on the working plans to the satisfaction of the Community Development Department prior to the issuance of permits.
8. Applicant/Developer shall indemnify, defend, and hold harmless the City of La Palma and its elected city council, appointed boards, commissions, committees, officials, employees, volunteers, contractors, consultants, and agents from and against any and all claims, liabilities, losses, fines, penalties, and expenses, including without limitation litigation expenses and attorney's fees, arising out of either the City's approval of the Project or actions related to the Property or the acts, omissions, or operations of the Applicant/Developer and its directors, officers, members, partners, employees, agents, contractors, and subcontractors of each person or entity comprising the Applicant/Developer with respect to the ownership, planning, design, construction, and maintenance of the Project and the Property for which the Project is being approved. In addition to the above, within sixty (60) days of this approval, the Applicant/Developer shall enter into an indemnification agreement with the City. The indemnification agreement shall be substantially the same as the form agreement currently on file with the City.
9. An Agreement to the Conditions of Approval shall be executed by the Applicant/Developer and filed with the Community Development Department of the City of La Palma, within fifteen (15) days of the City of La Palma City Council approval of Conditional Use Permit 389, Precise Plan 287 and Variance 2022-01. The Agreement to the Conditions of Approval shall run with the land and be binding in any subsequent owners, heirs or assigns.
10. The proposed entitlements shall expire and be of no further force or effect if the permit is not established within twelve (12) months of the permits' effective date. Time extensions are subject to La Palma Municipal Code Section 44-580.

CONSTRUCTION:

12. The Applicant/Developer shall ensure that all construction contractors and subcontractor personnel are made aware of the required best management practices (BMP's) and good housekeeping measures for the project site and any associated construction lay-down areas.
13. Pursuant to Water Quality regulations the discharge of any sediment and construction materials or wastes into a receiving water or storm drain shall be prohibited. Any drilling, grading, and construction activity, shall incorporate Best Management Practices (BMPs) for managing and implementing urban runoff and storm water pollution control measures.

14. A copy of the accepted Conditions of Approval shall be placed on the final construction plans. Final construction plans shall be placed at the job site until final of Building Permit. The Applicant/Developer and the Applicant/Developer's successors in interest shall be fully responsible for knowing and complying with all Conditions of Approval, including making known the Conditions to the City for future governmental permits or actions at 8415 Meadowlark Lane. These approved Conditions of Approval shall be incorporated on all sets of construction plans and be present at the site during construction.
15. All trash and refuse shall be disposed of in dumpsters pursuant to applicable City Municipal Code and removed from the premises on an as needed basis. At the end of each day of construction activity, all construction debris and waste materials shall be collected and properly disposed of in trash or recycle bins. General Contractor shall sweep the Project site at the end of the day during construction activities.
16. All construction activities shall comply with date and time restrictions established in the Municipal Code. "Construction activities" shall only include those activities that generate any noise at the property line during site preparation and construction of the site. "Construction activity" also includes the transport, import, and export of debris and materials. Construction activity shall be limited to the following hours listed below:

Day	Time
Monday-Friday	8:00am-5:00pm
Saturday	9:00am-5:00pm
Sunday & Holidays	No construction permitted

Holidays are specifically defined herein as: Martin Luther King Jr. Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Day, President's Day, Memorial Day, July 4th, and Labor Day.

17. The Applicant or Applicant's Agent shall be responsible for obtaining approval of all wide load and haul route permits from the Public Works Department for heavy equipment or building materials to necessary to complete the project.
18. All utilities shall be underground to the nearest power pole and/or points of connection, subject to approval by the Public Works Director prior to permit issuance. The final location of the pull boxes and trench conduit shall be determined through a "potholing" process to identify the City's water distribution main, existing electrical service, gas service, and general water service. The proposed trench shall be no wider than 12 inches unless otherwise approved by the Public Works Director. All trench backfill shall be one sack sand/cement slurry, and native backfill shall not be permitted. Any asphalt, concrete, or landscape areas shall be replaced in-kind.
19. The City reserves the right for the City to install additional conduit during construction of the proposed project in order to provide electrical connection to the existing metal building adjacent to the lease area.

20. The Applicant or Applicant's Agent shall be responsible for paving from the edge of existing asphalt to the lease area and wash rack.
21. Full execution of the Right-of-Entry Agreement shall be completed prior the final inspection of the site, providing approved survey plats/easement descriptions to be incorporated into the Agreement as exhibits utilizing the "as-built" site conditions for the plats/easement descriptions.

MAINTENANCE AND OPERATIONS:

22. The lease area shall be secured at all times while authorized personnel are not physically present at the site. Barbed wire or razor ribbon shall be prohibited.
23. The Applicant/Developer shall provide signage with phone numbers of the utility provider for use in case of an emergency. The sign shall be posted at the communications equipment gate and/or block wall.
24. The Applicant/Developer shall be responsible for regular maintenance and upkeep of the communications tower and associated equipment consistent with the adopted plans, drawings and photo simulations as conditioned, including but not limited to:
 - a) Re-finishing any painted and textured surfaces to retain the original color and condition for the duration of the life of this use;
 - b) Maintaining all improvements in good repair, free from trash, debris, litter, and other forms of vandalism. Any damage from any cause shall be repaired as soon as reasonably possible to minimize occurrences of dangerous conditions or visual blight;
 - c) Replacing any damaged element such as faux pine branches, block walls and fencing, removal of graffiti; and,
 - d) Ensuring all equipment complies with the City Code standards.

EXHIBIT C

Conditional Use Permit, Precise Plan and Variance Findings of Approval

As required by Chapter 44 – Zoning, Article V – Division 3, Section 44-851 (Findings) of the La Palma Municipal Code, approval of Conditional Use Permit 389 is based on the following findings:

1. **Finding:** The proposed use is conditionally allowed within the subject zoning district, would not impair the integrity and character of the district, and complies with all applicable provisions of this Development Code.

Facts in Support of Finding: A communications tower and facilities use as accessory uses and structures is conditionally permitted within the Public/Institutional (PI) Zoning District. Conditions of Approval have been incorporated into CUP 389 to ensure that the integrity and character of the district is not impaired by the proposed wireless monopine. Conditions of Approval require adequate aesthetic improvements, construction mitigation, and ongoing maintenance.

2. **Finding:** The proposed use is consistent with the goals, policies, general land uses, and programs of the General Plan, and any applicable specific plan and is in compliance with all City, State, and Federal Laws and Regulations

Facts in Support of Finding: The proposed communications tower is consistent with the following goals and policies of the General Plan: POLICY LU-1.3 / POLICY LU-3.3 / POLICY LU-3.4 / GOAL LU-4 / POLICY LU-4.3 / POLICY CB-4.7 / GOAL T-1 / GOAL T-2 / GOAL T-3 / GOAL T-6. The communications tower use is consistent with the objectives, policies, general land uses, and programs of the General Plan and any applicable specific plan and follows all City, State, and Federal Laws and Regulations. The proposed communications tower satisfies General Plan Policy CB-4.7 which reads “Encourage the location of revenue-generating uses and structures in appropriate locations.” As municipal revenue shortfalls may occur from time to time, it is important to develop innovative ways to increase contributions to our General Fund to maintain our highly valued City services. Potential revenue sources include lease agreements for communication facilities.

3. **Finding:** The approval of the conditional use permit, or amendment, for the proposed use is in compliance with the requirements of the California Environmental Quality Act (CEQA) (Public Resources Code § 21000 et seq.).

Facts in Support of Finding: Pursuant to the California Environmental Quality Act (CEQA), the project is categorically exempt per Section 15303 of the CEQA Guidelines (Class 3 – New Structures) in that the project consists of construction and location of a new facility and equipment and meets the criteria for small structures in size and location and would not result in significant environmental impacts.

4. **Finding:** The site is suitable for the type and intensity of use or development that is proposed.

Facts in Support of Finding: The proposed communications tower is a wireless facility that is necessary to meet a significant gap in service to the residents, businesses, visitors, and emergency services in La Palma. The Zoning Code allows a freestanding communications tower to be built up to a maximum height of 75' and 70' is the minimum

height needed in order to fill the gap in coverage for this location. The proposed monopine is an accessory use and is comparable to existing mature trees in the surrounding neighborhood. Therefore, the subject site is physically suitable for the type of the use being proposed.

5. **Finding:** The proposed project will have no adverse effect on abutting or adjacent properties and is compatible with those properties.

Facts in Support of Finding: The proposed project consists of a stealth design with the cellular equipment and antennas disguised and screened from public view within the faux pine branches of the monopine. The applicant proposes 6' high solid block walls to screen the equipment shelter to blend with the existing architecture of the buildings and the surrounding community, thereby minimizing the visual impact of the proposed improvements. As such, the proposed project will have no adverse effect on abutting or adjacent properties and is compatible with those properties.

6. **Finding:** The proposed use will not be adverse to the public health, safety, or general welfare.

Facts in Support of Finding: The proposed project will not be adverse to the public health, safety, or general welfare in that the monopine is sited more than 140' from the nearest residential uses. The monopine does not emit any noise, and any noise associated with the emergency diesel generator is concealed within the solid enclosure and is only activated temporarily when there is a loss of electricity. The proposed project enhances emergency response services within the immediate area where there is a lack of adequate coverage in that the City of La Palma's Police Department, Public Works Department, and all City-issued cellular devices utilize the AT&T network.

As required by Chapter 44 – Zoning, Article V – Division 3, Section 44-787 (Findings) of the La Palma Municipal Code, approval of Precise Plan 287 is based on the following findings:

1. **Finding:** The proposed use is allowed within the subject zoning district and complies with all applicable provisions of this chapter.

Facts in Support of Finding: Municipal Code permits a freestanding communication tower use in the Public/Institutional (PI) Zoning District. The Municipal Code requires any new development obtain approval of a Precise Plan (Section 44-138). A Conditional Use Permit (Section 44-848) is required to allow a freestanding communications tower as an accessory use. A Development Agreement is proposed related to the lease agreement for use of City property. The project shall be consistent with Chapter 44 Sections 398 through 401 of the Municipal Code. The proposed communication tower is designed to be compliant with the Municipal Code requirements, with the exception of the Variance request to encroach into the required minimum perimeter building/landscaping setback.

2. **Finding:** The proposed use would be consistent with the objectives, policies, general land uses, and programs of the general plan and any applicable specific plan and is in compliance with all City, State, and federal laws and regulations.

Facts in Support of Finding: The proposed communications tower is consistent with the following goals and policies of the General Plan: POLICY LU-1.3 / POLICY LU-3.3 /

POLICY LU-3.4 / GOAL LU-4 / POLICY LU-4.3 / POLICY CB-4.7 / GOAL T-1 / GOAL T-2 / GOAL T-3 / GOAL T-6. The communications tower use is consistent with the objectives, policies, general land uses, and programs of the General Plan and any applicable specific plan and follows all City, State, and Federal Laws and Regulations. The proposed communications tower satisfies General Plan Policy CB-4.7 which reads “Encourage the location of revenue-generating uses and structures in appropriate locations.” As municipal revenue shortfalls may occur from time to time, it is important to develop innovative ways to increase contributions to our General Fund to maintain our highly valued City services. Potential revenue sources include lease agreements for communication facilities.

3. **Finding:** The approval of the precise plan or an amendment to precise plan for the proposed use is in compliance with the requirements of the California Environmental Quality Act (CEQA) (Public Resources Code § 21000 et seq.).

Facts in Support of Finding: Pursuant to the California Environmental Quality Act (CEQA), the project is categorically exempt per Section 15303 of the CEQA Guidelines (Class 3 – New Structures) in that the project consists of construction and location of a new facility and equipment and meets the criteria for small structures in size and location and would not result in significant environmental impacts.

4. **Finding:** The location, size, design, and operating characteristics of the proposed use would be compatible with existing land uses within the general area in which the proposed use is to be located.

Facts in Support of Finding: The proposed 75’ wireless communications tower is proposed adjacent to the City’s water tank, which is currently not screened with any landscaping along the southwest perimeter of the property. The proposed facility does not require permanent on-site personnel and vehicular and pedestrian traffic will be limited to occasional visits by personnel for repairs and service. Therefore, the proposed communications facility is compatible with existing public utilities and facilities on the subject property and immediately adjacent to the subject site.

5. **Finding:** The subject site is physically suitable for the type and density/intensity of the use being proposed.

Facts in Support of Finding: The proposed communications tower is a wireless facility that is necessary to meet a significant gap in service to the residents, businesses, visitors, and emergency services in La Palma. The Zoning Code allows a freestanding communications tower to be built up to a maximum height of 75’ and 70’ is the minimum height needed in order to fill the gap in coverage for this location. The proposed monopine is an accessory use and is comparable to existing mature trees in the surrounding neighborhood. Therefore, the subject site is physically suitable for the type of the use being proposed.

6. **Finding:** The proposed project will have no adverse effect on abutting or adjacent properties and is compatible with those properties.

Facts in Support of Finding: The proposed project consists of a stealth design with the cellular equipment and antennas disguised and screened from public view within the faux pine branches of the monopine. The applicant proposes 6’ high solid block walls to screen the equipment shelter to blend with the existing architecture of the buildings and the

surrounding community, thereby minimizing the visual impact of the proposed improvements. As such, the proposed project will have no adverse effect on abutting or adjacent properties and is compatible with those properties.

As required by Chapter 44 – Zoning, Article V – Division 3, Section 44-1041 (Findings) of the La Palma Municipal Code, approval of Variance 2022-01 is based on the following findings:

1. **Finding:** There are special circumstances applicable to the property (e.g., location, shape, size, surroundings, or topography), so that the strict application of this chapter denies the property owner privileges enjoyed by other property owners in the vicinity and under identical zoning districts.

Facts in Support of Finding: The Applicant's radio-frequency engineers have identified a significant coverage gap in the area, which causes lack of service issues for La Palma customers. The proposed site was specifically selected because all other potential sites at commercial and institutional properties in La Palma and Cypress were found to be non-viable. The City of La Palma Public Works Maintenance Yard's primary uses as a government office, storage yard, and water tank provide La Palma citizens with essential utilities and services. The proposed siting of the tower along the south property line would be the least impactful to existing operations and driveway access. The encroachment into the required minimum perimeter building/landscaping setback is mitigated by the proposed design as faux pine tree as the intent of the Zoning Code provision is to provide landscaping within the perimeter of 10' from the property line. Therefore, granting of the variance to allow the adjustment in the development standard for perimeter setback would not constitute a grant of special privilege given the site's unique shape as a flag lot, the surrounding limitations associated with the existing City Yard facility and public utilities, and practical difficulty of relocating other City resources to accommodate a necessary use.

2. **Finding:** Granting the variance would not constitute a grant of special privilege inconsistent with the limitations on other properties classified in the same zoning district.

Facts in Support of Finding: The City's north water well property at 6800 Walker Street, also located in the PI Zoning District, maintains an existing freestanding communications tower that is not camouflaged as a monopine and also encroaches into the required perimeter setback. The placement of the communications tower other than the proposed location would not allow the Applicant to provide adequate wireless service for the surrounding area. The proposed project will eliminate the gap in wireless communication service to La Palma residents, businesses, and emergency services, which is an important element of the City's infrastructure. Therefore, the granting of the variance is consistent with development patterns on other properties classified in the same zoning district.

3. **Finding:** Granting the variance would not authorize a use of activity that is not otherwise expressly authorized by the zoning district regulations governing the subject property.

Facts in Support of Finding: The subject site is located in the Public/Institutional Zoning District and is consistent with the intent and purpose to provide public and private utilities and facilities. The City's General Plan Technology Element Goal T-6 specifically states to "accommodate the reasonable use of public rights-of-way for communications infrastructure while protecting the ability of the City to provide services in said rights-of-way." The proposed variance for the communications tower to be sited in the ideal location

that has the least impact to the City Yard is in keeping with the City's regulations to establish balanced and fair policies that preserve the City's ability to provide effective utility operations and infrastructure maintenance along with opportunities for the placement and maintenance of communications service.

SURVEY DATE 03/10/2022

BASIS OF BEARING
BEARINGS SHOWN HEREON ARE BASED UPON THE CALIFORNIA ZONE SIX STATE PLANE COORDINATE SYSTEM BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83) (EPOCH 2011.25). CURVED BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM EQUIPMENT ON THE SMARTNET REFERENCE NETWORK.

BENCHMARK
BENCHMARKS ESTABLISHED FROM GPS REMOVED ORIMETRIC HEIGHTS BY APPLICATION OF NGS' GEOID 12B' MODELED SEPARATIONS TO ELLIPSOID HEIGHTS DETERMINED BY OBSERVATIONS OF THE SMARTNET REAL TIME NETWORK. ALL ELEVATIONS SHOWN HEREON ARE REFERENCED TO NAVD83.

FLOOD ZONE
THIS PROJECT APPEARS TO BE LOCATED WITHIN FLOOD ZONE X1.000. FOR FURTHER INFORMATION, CONTACT THE FLOOD INSURANCE RATE MAP(S). MAP ID #060590C01064, DATED 12/03/2009.

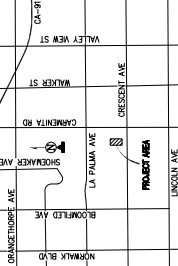
UTILITY NOTES
CONTRACTOR SHALL GUARANTEE THAT ALL UTILITIES ARE SHOWN OR THEIR LOCATIONS ARE DEFINITE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND DEVELOPER TO LOCATE, DEPTH, AND CONDITION OF ALL UTILITIES PRIOR TO CONSTRUCTION. REMOVAL, RELOCATION AND/OR REPLACEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.

SURVEYOR'S NOTES
CONTOURS DERIVED FROM DIRECT FIELD OBSERVATIONS AND FOLLOW THE CURRENT NATIONAL MAP STANDARDS FOR VERTICAL ACCURACY.
THE BOUNDARY SHOWN HEREON IS PLOTTED FROM RECORD OF THE PROPERTY.
ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES.
SURVEYING WAS NOT PERFORMED IN SEASON OF PLANT RECORDS TO DETERMINE ANY DEFECT IN TITLE ISSUED.

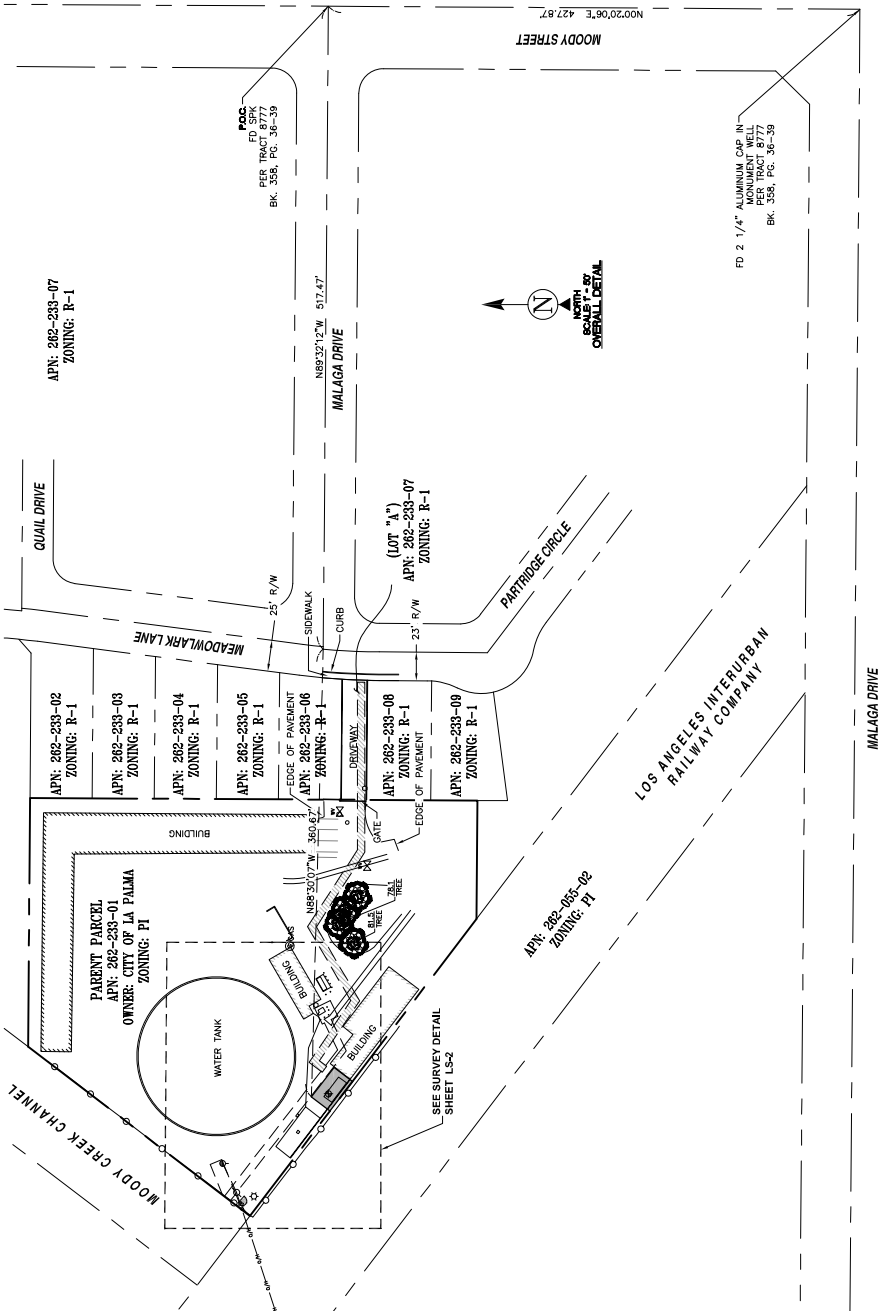
ACCESS NOTE
PROPERTY OWNER'S RIGHT OF USE ACROSS LESSOR'S PROPERTY FOR NECESSARY APPURTENANCES TO CONSTRUCT, OPERATE, AND MAINTAIN A COMMUNICATION FACILITY FOR PARKING, VEHICULAR MANEUVERING, EQUIPMENT, AND UTILITIES. NOTES CORRESPONDING TO RECORDS MATTERS.
SEE SHEET LS-2

LEGEND

- AP ASPHALT
- BLDG TOP OF BUILDING
- CHAIN LINK FENCE
- CONC DRIVEWAY
- D/W ACCESS DRIVEWAY
- GP LIGHT POLE
- GP LIGHT POLE
- R/W RIGHT OF WAY
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- UTILITY POLE
- LIGHT POLE
- POSITION OF GEODETIC COORDINATES
- SPOT ELEVATION
- WATER CONTROL VALVE
- GAS VALVE
- TREES
- PALM TREES
- CHAIN LINK FENCE
- STREET CENTERLINE
- SUBJECT PROPERTY LINE
- ADJACENT PROPERTY LINE
- EASEMENT LINES
- TIE LINES
- MAJOR CONTOUR INTERVAL
- MINOR CONTOUR INTERVAL



LOCATION MAP



429 MAIN STREET
SUITE 206
HUNTINGTON BEACH, CA 92648
PH: (949) 669-4072
WWW.AMBITCONSULTING.COM

ambit consulting



REV	DATE	DESCRIPTION
3	11/07/23	NEW DESIGN (G) (58)
2	8/07/22	UPDATE (G)
1	4/20/22	DESIGN (G)
0	3/10/22	TITLE WORK (G)
A	3/15/22	PRELIMINARY



IT IS A VIOLATION OF LAW FOR ANY PERSON TO REPRODUCE OR TRANSMIT ANY INFORMATION CONTAINED HEREIN WITHOUT THE WRITTEN PERMISSION OF A LICENSED PROFESSIONAL SURVEYOR TO ALTER THIS DOCUMENT.

CLL00939
8415 MEADOWLARK LANE
LA PALMA, CA 90623

SHEET TITLE
SITE SURVEY

SHEET NUMBER
LS-1

[illegible]

AT&T
1452 EDINGER AVE.
TUSTIN, CALIFORNIA 92780

smartlink
10 CHURCH CIRCLE
ANNAPOLIS MD 21401
TEL: (410) 261-1232
FAX: (410) 261-1235

CASA
ARCHITECTS ASSOCIATES
400 WEST WASHINGTON STREET
ANNE ARBOR, CALIFORNIA 92705

REV.	DATE	DESCRIPTION
1	03/09/24	100% CD - REVISED R / 75' MONOPINE
2	01/11/24	100% CONSTRUCTION DRAWINGS
3	11/01/23	100% CONSTRUCTION DRAWINGS

NOT TO BE USED FOR CONSTRUCTION

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNDER THE NAME OR FIRM OF THIS ARCHITECT, TO ALTER THIS DOCUMENT.

CLL00939 MOODY
8415 MEADOWLARK LANE
LA PALMA, CA 90623
MONOPINE (OUTDOOR)

DRAWN BY: JEM
CHECKED BY: JS

SHEET TITLE:
ELEVATIONS

SHEET NUMBER:
A-4

NOTES:
• NO EXPOSED PIPES ARENT ANTENNAS SHALL BE INSTALLED ANTIME.
• ALL ANTENNAS TO HAVE PINE SODS.
• ALL ANTENNAS TO HAVE PINE SODS.

NORTHEAST ELEVATION

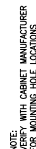
SOUTHEAST ELEVATION

SCALE: 1"

SCALE: 1"

1. ALL CONSTRUCTION AND WORKSMANSHIP SHALL CONFORM TO THE DRAWINGS AND CBC-22 SPECIFICATIONS.
2. THE GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS OF ALL EXISTING STRUCTURAL ELEMENTS AND CONDITIONS OF ALL EXISTING MATERIALS INCLUDING THOSE FURNISHED BY THE OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ATTENTION OF THE STRUCTURAL ENGINEER IMMEDIATELY AND BE RESOLVED BEFORE PROCEEDING WITH THE WORK.
3. STRUCTURAL DRAWINGS SHALL SHOW IN CONJUNCTION WITH ALL STRUCTURAL MATERIALS, MECHANICAL AND ELECTRICAL DRAWINGS.
4. DESIGN, MATERIALS, EQUIPMENT AND PRODUCTS OTHER THAN THOSE DESCRIBED OR INDICATED ON THE DRAWINGS MAY BE CONSIDERED FOR APPROVAL BY THE ENGINEER. THE APPROVAL OF THE STRUCTURAL ENGINEER.
5. ALL CONDITIONS SHOWN AT THE TIME OF EXAMINATION ARE BASED ON BEST INFORMATION AVAILABLE. NO NOTED VARIATIONS OR CONDITIONS SHALL FIELD VERIFY ALL CONDITIONS. SHOULD CONDITIONS BECOME APPROPRIATE TO DIFFERENTIATE THE TYPE OF STRUCTURAL ELEMENT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ATTENTION OF THE STRUCTURAL ENGINEER. THE STRUCTURAL ENGINEER WILL THEN PREPARE ADDITIONAL DRAWINGS AS NECESSARY TO ACCOMMODATE THE CONDITIONS AS BROUGHT TO THEIR ATTENTION.
6. MECHANICAL EQUIPMENT MUST BE FIRMLY ATTACHED TO THE STRUCTURE. FOR MECHANICAL EQUIPMENT SHALL BE CAPABLE OF TRANSMITTING CODE REQUIRED LOADS, BUT IN NO EVENT LESS THAN A FOUR LOAD EQUIVALENT TO THE WEIGHT OF THE EQUIPMENT.

1. REINFORCING STEEL SHALL CONFORM TO ASTM A-615 GRADE 60 U.O.N.A.
2. BARS SHALL BE CLEAN OF MUD, OIL OR OTHER COATINGS LIKELY TO IMPAIR BONDING.
3. ALL REINFORCING SHALL BE SECURED IN PLACE PRIOR TO PLACING CONCRETE OR GROUTING MASONRY.
4. REINFORCING STEEL SHALL BE SPICED AS SHOWN OR NOTED. SPICES AT OTHER LOCATIONS SHALL BE RECEIVED BY THE STRUCTURAL ENGINEER. ALL SPICES SHALL BE CONTINUOUS AND SHALL BE LOCATED BETWEEN SPICE LOCATIONS SHOWN IN THE DETAILS.

[illegible][illegible]

**NOT TO BE USED
FOR CONSTRUCTION**

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER

CLL00939
MOODY
8415 MEADOWLARK LANE
LA PALMA, CA 90623

DRAWN BY: JEM	CHECKED BY: JS
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SHEET TITLE:
**STRUCTURAL NOTES
AND DETAILS**

SHEET NUMBER:

KEYNOTES

1

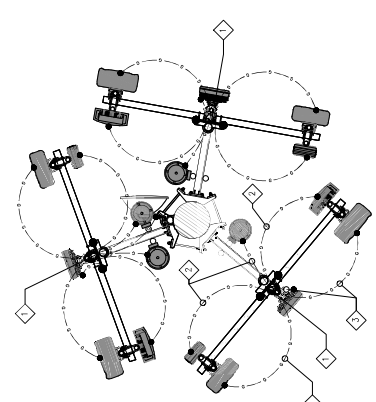
(N) ANTENNA GROUND BUS BAR @ EACH SECTOR.

2

(N) AND 2 INSULATED COPPER GROUND WIRE TRCN (N) ROIS & (N) SURGE SUPPRESSORS.

3

(N) AND 6 INSULATED COPPER GROUND WIRE TRCN (N) ANTENNA GROUND RIG.



ANTENNA GROUNDING PLAN (TYPICAL PER SECTOR)

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

2

1. ALL DETAILS ARE SHOWN IN GENERAL TERMS. ACTUAL GROUNDING INSTALLATION AND CONSTRUCTION MAY VARY DUE TO SITE SPECIFIC CONDITIONS.

2. ALL GROUND ANTENNA BASES, FRAMES, CABLE RUNS, AND OTHER METALLIC COMPONENTS USING 60 GROUND WIRELS AND CONNECT TO SURFACE MOUNTED GROUND BUS BARS AS SHOWN. FOLLOW ANTENNA AND ITS MANUFACTURER'S PRACTICES FOR GROUNDING REQUIREMENTS. GROUND COAX CABLES SHALL BE BUNDLED TOGETHER.

3. ALL GROUND CONNECTIONS SHALL BE #2 AWG UL90. ALL RIES SHALL BE COPPER THIN/THIN. ALL GROUND WIRE SHALL BE 1/4" COATED OR GREEN INSULATED WIRE.

4. CONTRACTOR TO VERIFY AND TEST GROUND TO SOURCE TO A RANGE OF 5 TO 10 OHMS MAXIMUM. PROVIDE SUPPLEMENT GROUNDING BARS AS REQUIRED TO ACHIEVE SPECIFIED OHMS GROUNDING. CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE GROUND CONDUCTOR FROM THE ANTENNA TO GROUNDING POINT. GROUNDING AND OTHER OPTICAL TESTING WILL BE WITNESSED BY THE CLIENT REPRESENTATIVE.

5. NOTIFY ARCHITECT/ENGINEER IF THERE ARE ANY DIFFICULTIES INSTALLING GROUNDING SYSTEM, DUE TO SITE SOIL CONDITIONS.

6. BARE GROUNDING CONDUCTORS SHALL BE 1/4" DOWN COPPER SIZES AS NOTED ON PLAN.

7. ALL HORIZONTALLY RUN GROUNDING CONDUCTORS SHALL BE INSTALLED MINIMUM 30" BELOW GRADE IN TRENCH WITHIN LEASE AREA AND BACK FILL PER SOILS REPORT.

8. ALL GROUND CONDUCTORS SHALL BE RUN AS STRAIGHT AND SHORT AS POSSIBLE, WITH A MINIMUM 12" BENDING RADIUS NOT LESS THAN 90 DEGREES.

9. ALL SUPPORT STRUCTURES, CABLE CHANGES, AND WIRE GUIDES SHALL BE BROWED TO GROUND SYSTEM AT A POINT NEAREST THE BARE GROUNDING BUS "MUP" WITH A MINIMUM NO. 4 COPPER CONDUCTOR AND (2) 2-HOLE COMPRESSION CONNECTOR AT BUS.

10. ACCEPTABLE CONNECTIONS FOR GROUNDING SYSTEM SHALL BE:

A. BURIED, HY-GRUPE (IE LISTED CONNECTORS (MECHANICAL CONNECTIONS)).

B. DOWNED, EXOTHERMIC WELDS (WELDED CONNECTIONS).

C. TWO - 2-HOLE COPPER COMPRESSION FITTINGS (BULB BAR CONNECTIONS).

11. ALL CRIMPED CONNECTIONS SHALL HAVE EMBOSSED MANUFACTURER'S DEMARK VISIBLE AT THE CRIMP.

12. ALL GROUND CONNECTIONS SHALL BE BURNISHED AND SHALL HAVE A COATING OF "NOPS-SHIELD" OR "NO-OK-10" APPLIED TO THE CONNECTION.

13. ALL CONNECTION, AIRWIRE AT EQUIPMENT SHALL BE TYPE 316 SS, OR DUREX BROWNE "NOPS-SHIELD" OR "NO-OK-10" APPLIED TO THE CONNECTION.

14. THE GROUND RING SHALL BE INSTALLED 24" MINIMUM BEYOND ANY BUILDING DRP LINE.

15. ELECTRICAL SERVICE EQUIPMENT GROUNDING SHALL COMPLY WITH NEW ARTICLE 250-92 AND SHALL BOND ALL EXISTING AND NEW GROUNDING ELECTRODES. NEW GROUNDING ELECTRODES SHALL INCLUDE BUT NOT LIMITED TO GROUND RODS, GROUND RINGS IF SERVICE IS WITHIN THE 3000 EQUIPMENT LOCATION, BUILDING STEEL IF APPLICABLE, COLD WATER PIPE WITHIN FIVE FEET OF WATER SERVICE IF APPLICABLE.

GROUNDING NOTES

3

KEYNOTES

1

AND 2 BOW TINKED GROUND RING, BURIED 30" BELOW GRADE.

2

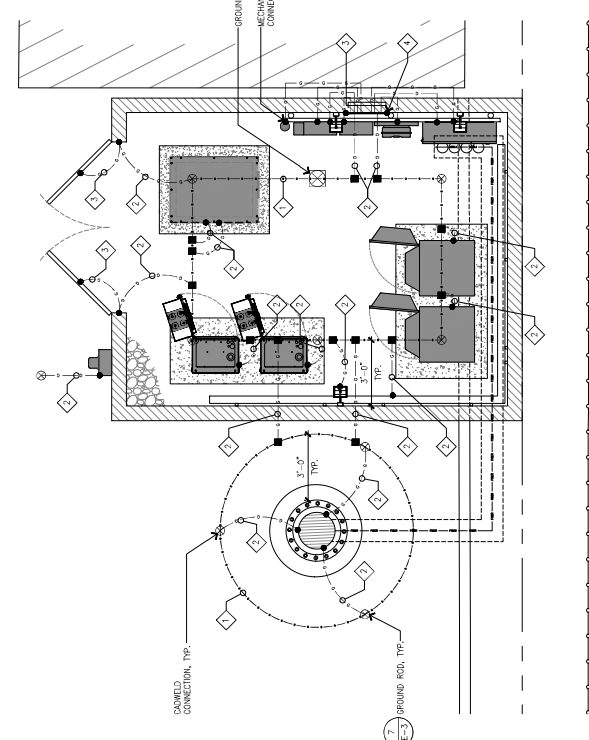
AND 2 BOW TINKED.

3

AND 2 INSULATED COPPER GROUND WIRE.

4

GROUND BUS BAR.



EQUIPMENT GROUNDING PLAN

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

1



AT&T
1452 EUNGER AVE.
TUSTIN, CALIFORNIA 92780



smartlink
10 CHURCH CIRCLE
ANNAPOLIS, MD 21401
TEL: (410) 381-2665
FAX: (410) 381-2775



CASA
4315 MIRALOMA AVE, SUITE D
ANHEIM, CALIFORNIA 92807

NO.	DATE	DESCRIPTION
1	03/29/24	100% CO - REWED 7/75 WOPINE
2	07/17/24	100% CONSTRUCTION DRAWINGS
3	11/07/23	100% CONSTRUCTION DRAWINGS
4	03/11/23	100% CONSTRUCTION DRAWINGS

NOT TO BE USED
FOR CONSTRUCTION

IT IS A VIOLATION OF LAW FOR ANY PERSON, WITHOUT THE WRITTEN PERMISSION OF A LICENSED PROFESSIONAL ENGINEER, TO REPRODUCE OR TRANSMIT THIS DOCUMENT.

CIL00939
WOODY
8415 MEADOWLARK LANE
LA PALMA, CA 90623
MONOPINE (OUTDOOR)

DRAWN BY:
JEM

CHECKED BY:
JS

SHEET TITLE:
GROUNDING PLAN
AND NOTES

SHEET NUMBER:
E-2

Page 237 of 335

RESOLUTION NO. 2024-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PALMA APPROVING A LEASE AGREEMENT BETWEEN THE CITY AND NEW CINGULAR WIRELESS, LLC FOR THE LEASE, DEVELOPMENT, OPERATION AND MAINTENANCE OF A FREESTANDING WIRELESS COMMUNICATIONS TOWER (MONOPINE) AT THE CITY OF LA PALMA PUBLIC WORKS MAINTENANCE YARD AT 8415 MEADOWLARK LANE

WHEREAS, the City Council of the City of La Palma wishes to protect and preserve the quality of the residential, commercial, and public/institutional areas of the City, as well as the quality of life throughout the City, through effective land use and planning; and

WHEREAS, New Cingular Wireless PCS, LLC, (hereinafter, “the Applicant”), has initiated a request for approval to lease, erect, operate and maintain a freestanding wireless communications tower (monopine) on a portion of the property located at 8415 Meadowlark Lane, La Palma, CA 90623 (APNs 263-233-01, -07) (hereinafter, the “Project”), composed of applications for a Conditional Use Permit, Precise Plan, Variance, and a Lease Agreement; and

WHEREAS, the City’s Development and Circulation Committee conducted a duly noticed public hearing on the application for the Project, and upon considering the evidence and testimony before it, the Development and Circulation Committee adopted Resolution No. 2024-02 recommending City Council approval of the Project;

WHEREAS, Conditions of Approval have been included in the resolution approving the Conditional Use Permit, Precise Plan, and Variance for the Project to achieve an attractive and aesthetically palatable architectural design for the monopine, to ensure harmony with the surrounding land uses, and to comply with the La Palma Municipal Code; and,

WHEREAS, the City Attorney’s Office and Community Development Department have prepared a draft Lease Agreement by and between City of La Palma and the Applicant related to the Project, a copy of which is included as **EXHIBIT "A"** attached hereto and incorporated by reference herein; and

WHEREAS, the Lease Agreement has been prepared and processed in accordance with applicable law; and

WHEREAS, the Lease Agreement would promote the public convenience, general welfare, and good land use practices, and is in the best interest of the community; and

WHEREAS, the Lease Agreement is compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the Premises is or will be located, including any policy plan overlay applicable to the Premises; and

WHEREAS, the Project has been analyzed under the California Environmental Quality Act ("CEQA"), and is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15303 of the CEQA Guidelines (Class 3 – New Structures) in that the project consists of construction and location of a new facility and equipment; and

WHEREAS, the City Council of the City of La Palma finds and determines that the Lease Agreement is consistent with the General Plan of the City of La Palma; and

NOW, THEREFORE, the City Council of the City of La Palma does hereby resolve as follows:

SECTION 1. The City Council of the City of La Palma makes the following findings in support of the Resolution approving the Lease Agreement:

1. The proposed use is allowed within the subject zoning district and complies with all applicable provisions of the La Palma Municipal Code.
2. The proposed use would be consistent with the objectives, policies, general land uses, and programs of the general plan and any applicable specific plan and is in compliance with all city, state, and federal laws and regulations.
3. The approval of the lease agreement is in compliance with the requirements of the California Environmental Quality Act (CEQA).

SECTION 2. The City Council finds that approval of the lease agreement is in compliance with the requirements of the California Environmental Quality Act (Public Resources Code § 21000 et seq.) in that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15303 of the CEQA Guidelines (Class 3 – New Structures) involving construction and location of a new facility and equipment

SECTION 3. The Lease Agreement attached hereto as **EXHIBIT “A”** is hereby approved, and the City Manager is hereby authorized to execute the Lease Agreement on behalf of the City. The City Manager, or his or her designee, is directed and authorized to do all of the following:

- a. Prepare a final version of the Lease Agreement for execution and recording that fully reflects the action of the City Council in adopting the Lease Agreement, subject to review and approval of the City Attorney; and
- b. Make all necessary and appropriate clerical, typographical, and formatting corrections to the adopted Lease Agreement prior to execution and recording; and
- c. To implement the Lease Agreement, in accordance with its terms.

SECTION 4. The Resolution shall take effect upon adoption.

APPROVED AND ADOPTED by the City Council of the City of La Palma at a regular meeting held on the 6th day of August, 2024.

Marshall Goodman
Mayor

ATTEST:

Kimberly Kenney, CMC
City Clerk

LEASE AGREEMENT

This Lease Agreement (this “Lease”), is made effective as of the latter signature date hereof (“Effective Date”) between **THE CITY OF LA PALMA**, a city of the State of California (“**LESSOR**”) and **New Cingular Wireless PCS, LLC**, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 (“**LESSEE**”). LESSOR and LESSEE are at times collectively referred to hereinafter as the “Parties” or individually as the “Party.”

RECITALS

WHEREAS, LESSOR owns that certain real property located at 8415 MEADOWLARK LANE, LA PALMA, CA 90623, which is described and depicted on Exhibit “A” attached hereto and by this reference made a part hereof (the “Property”); and

WHEREAS, LESSEE desires to lease a portion of the Property from LESSOR, which is described and depicted on the attached Exhibit “B” (the “Leased Premises”); and

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **PROPERTY, PREMISES, EASEMENTS & RIGHTS-OF-WAY.**

1.1 **Premises.** LESSOR hereby leases the Leased Premises to LESSEE subject to the terms and conditions of this Lease.

1.2 **Access and Utility Easement.**

1.2.1 LESSOR hereby grants to LESSEE a non-exclusive easement and right-of-way (during the Effective Period of this Lease, defined below) for ingress and egress across the Property to and from a public right of way (seven [7] days a week, twenty-four [24] hours a day), and to install and maintain below-grade utility wires, cables, conduits and pipes under the strip of land more particularly described and depicted in Exhibit “C” (the “Access and Utility Easement”).

1.2.2 Notwithstanding the foregoing, LESSEE’s use and enjoyment of the Access and Utility Easement can and shall be limited by any reasonable regulations adopted by LESSOR including, but not limited to hour and notice requirements, as reasonably amended from time to time. Prior to enforcement, these regulations, and any reasonable modifications thereto shall be provided to LESSEE in advance in writing.

2. **EFFECTIVE PERIOD, INITIAL TERM AND EXTENSION TERMS.**

2.1 **Commencement Date.** The initial term of this Lease shall commence on the first day of the month following full execution of this Lease (the “Commencement Date”).

2.2 **Effective Period of Lease.** This Lease shall be in effect starting on the Commencement Date and ending on the date either the Initial Term or Extension Terms expire, or the date on which this Lease is terminated as provided herein (the "Effective Period").

2.3 **Initial Term.** The initial term of this Lease shall be for five (5) years and shall commence on the Commencement Date ("Initial Term").

2.4 **Term Extensions.** LESSEE is hereby granted the option to extend this Lease on the same terms and conditions (with rent adjusted per Paragraph 3.4 below) for five (5) additional (5) year periods after the Initial Term expires, by giving LESSOR written notice of its intent to do so at least ninety (90) days prior to the date the then-current term would otherwise end (the "Extension Terms"). The Initial Term and any Extension Terms shall be collectively referred to herein as the "Term."

2.5 **Right Of Termination Following End of Term.** After the Term has ended, LESSOR may terminate the Lease by providing written notice to LESSEE.

2.6 **Holdover.** LESSEE has no right to retain possession of the Premises or any part thereof beyond the end of the Removal Period (as defined in Paragraph 6 below), unless the Parties are negotiating a new lease or lease extension in good faith, and LESSOR has provided its consent in writing.

3. **RENT.**

3.1 **Rent Payments.** Starting on the first day of the month following the start of construction or twelve months following the Commencement Date, whichever occurs first, rent payments shall commence and be due at a total annual rent of forty two thousand dollars (\$42,000) per year (as adjusted per Paragraph 3.4, "Annual Rent"), which shall be paid in equal monthly installments (as adjusted per Paragraph 3.4, "Monthly Rent"), in advance, on the first day of each month to LESSOR or to such other person, firm, or entity as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any Monthly Rent payment date.

3.2 **Prorated Amount For Partial Monthly Rent Payment.** If the Commencement Date is not on the first day of the month or the Effective Period of the Lease does not end on the last day of the month, the Monthly Rent payment for the partial month shall be prorated based on the number of remaining days prior to the immediately following month.

3.3 **Late Payments of Rent.** LESSEE hereby acknowledges that a late payment by LESSEE to LESSOR of Monthly Rent and other sums due hereunder will cause LESSOR to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and lost interest earnings. Accordingly, if any installment of Monthly Rent or any other sum(s) due from LESSEE are not received by LESSOR or LESSOR's designee within ten (10) business days from the date that such amount is due, LESSEE shall pay to LESSOR a late charge equal to ten percent (10%) per month of such overdue amount. The Parties hereby agree that such late charge represents a fair and reasonable estimate of the costs incurred by LESSOR in the event of the late payment of Monthly Rent.

3.4 **Rent Increases.** Commencing on the first (1st) annual anniversary of the Commencement Date, and on each annual anniversary thereafter during the Effective Period, the Annual Rent shall increase by an amount equal to two percent (2%) of the Annual Rent for the immediately preceding year, and the Monthly Rent payments shall be adjusted accordingly.

3.5 **Casualty.** In the event the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE shall have the right to terminate this Lease upon thirty (30) days prior written notice to LESSOR. If LESSOR elects to repair such damage and LESSEE does not terminate this Lease, then the Monthly Rent payable by LESSEE shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

4. **USE OF THE PROPERTY.**

4.1 **Authorized Uses, Generally.**

4.1.1 LESSEE shall be authorized to use the Premises, and the Access and Utility Easement, for the purpose of constructing, maintaining, repairing, and operating a communications facility, including any required antennas or other supporting equipment, in addition to any other walls, landscaping, fencing, asphalt, or other improvements within the Lease Premises, in the manner and layout as depicted in the attached Exhibit "C". In using the Premises and the Access and Utility Easement, LESSEE shall comply with the terms of this Lease, all conditions of the any relevant Government Approvals (defined below) and/or other federal, state or local law or regulation, and shall maintain and keep the Premises and the Access and Utility Easement in a good and workmanlike condition, reasonable wear and tear excepted, that is designed to minimize the aesthetic effects of the communications facilities and the Access and Utility Easement.

4.1.2 The construction, maintenance, repairs, alterations and removal of LESSEE's improvements, equipment, antennas and conduits shall be at LESSEE's sole expense, and LESSEE shall restore any landscaping, paving and fencing on or around the Property which was damaged by the construction, maintenance, repairs, alterations and removal of LESSEE's facility (including any slope and drainage features) to the condition existing immediately prior to such installation, maintenance, repairs or alterations.

4.1.3 Failure to comply with the applicable requirements found within any relevant Government Approval or any other state or federal law, shall be considered a default on the part of LESSEE under Paragraph 10 below. As such, following the applicable notice and cure periods, LESSOR may move to terminate this Lease pursuant to the terms hereinbelow in the event of any such default by LESSEE.

4.2 **Modifications to Authorized Uses.**

4.2.1 The uses authorized by this Section 4, shall not be modified in any way without the Lessor's prior written consent, which consent shall be granted in the LESSOR's sole and absolute discretion.

4.2.2 Any proposed modification to the communications facility that alters the physical appearance of the facility, or any other portion of the Leased Premises (i.e. walls, fencing, landscaping, asphalt or other improvements shown on the attached Exhibit "C"), must be approved in writing by LESSOR in its sole and absolute discretion. Notwithstanding Section 6409 of the Spectrum Act (codified at 47 U.S.C. § 1455) and its implementing regulations (codified at 47 C.F.R. § 1.4001), as that statute and those regulations are amended from time to time or replaced by a successor statute or regulations, LESSOR, at LESSOR's sole and absolute discretion, may require LESSEE to undergo a discretionary review process for any modification to LESSEE's communications facility, including its antennas, which is not authorized by Paragraph 4.1 above, regardless of whether such modification constitutes a "substantial change" to the physical dimensions of such facility or antennas (as the term "substantial change" is defined in Section 6409 of the Spectrum Act and its implementing regulations).

4.2.3 Notwithstanding the above, LESSEE shall have the right to replace or repair its equipment or any portion thereof during the Effective Period of this Lease, so long as such repairs and replacements do not modify the physical appearance of the approved wireless facilities, or additional improvements, and provided such repairs and replacements are constructed, operated and maintained in such a manner as to keep the Premises in a reasonably good and workmanlike condition.

4.3 **Vehicles.** The Parties acknowledge that, in connection with LESSEE's use of the Premises and any associated easements and/or rights-of-way, LESSEE may be required to bring trucks, vans and other motor vehicles onto the Property. In this regard, LESSEE shall first endeavor to utilize the public parking areas provided by LESSOR, it being understood, however, that if LESSEE determines in its reasonable, good faith discretion that it is necessary to bring such vehicles directly onto the Property, LESSEE may do so, but only within the Access and Utility Easement, and only during such times and to the extent necessary under the circumstances, and as reasonably coordinated in advance with LESSOR, and in accordance with the reasonable regulations adopted by LESSOR in writing that will be provided to LESSEE in writing. When bringing vehicles directly onto the Property, LESSEE shall cause as little interference with recreational or other activities on the Property as reasonably possible and shall be responsible for the repair of any damage caused on or around the Property as a result thereof. LESSEE shall restore the Property to the condition existing immediately prior to such entry by LESSEE, including but not limited to landscaping, paving and fencing.

4.4 **Utilities.** LESSEE shall be responsible directly to the serving entities for all utilities required by LESSEE's use of the Property. Should electric power be provided by LESSOR, LESSEE shall install an electric meter and LESSEE's usage shall be read by LESSOR or, at LESSOR's option, by LESSEE on a monthly basis, and the cost of electricity used by LESSEE shall be paid by LESSEE to LESSOR as payment separate from Monthly Rent and shall be computed at the then-current public utility rate.

4.5 **Interference.** LESSEE acknowledges and agrees that LESSOR's use of the Premises and/or Property, including any of LESSOR's other lessees on the Property, as of the Effective Date, does not interfere with any of LESSEE's existing equipment or, to the best of its current, actual knowledge, any existing equipment of its sublessee. LESSEE agrees to use commercially reasonable efforts to install future equipment only of the type and frequency which

will not cause harmful interference that is measurable in accordance with then existing industry and regulatory standards to any then existing equipment of LESSOR or LESSOR's other lessees or sublessees on the Property which (1) existed on the Property prior to the Effective Date of this Lease, and/or (2) is later installed by LESSOR and concerns LESSOR's emergency broadcast activities and/or traffic signal operations. LESSOR and LESSEE acknowledge and agree that as of the Effective Date of this Lease, LESSEE is not causing interference to LESSOR or any existing tenants at the Property. In the event any of LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Lease or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue; provided, however, that LESSOR may temporarily take such steps as are reasonably necessary with regard to any LESSEE equipment to prevent or mitigate an immediate threat to public safety. LESSEE understands and acknowledges that LESSOR may use the Property outside the Premises, or any portion of it, for its own purposes and/or lease such property to other parties for purposes that include but are not limited to the installation of additional communications facilities.

4.6 **Governmental Approvals.**

4.6.1 LESSEE shall comply with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Applicable Laws") in the performance of its obligations under this Lease and its operation of the communications facility as authorized by this Lease. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining and maintaining all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or local authorities which will permit LESSEE to use of the Premises as set forth herein.

4.6.2 In the event that any applications for Governmental Approvals should be finally rejected or any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority, LESSEE shall have the right to terminate this Lease.

5. **TERMINATION.**

5.1 LESSEE shall have the right to terminate this Lease by providing ninety (90) days of notice.

5.2 After the end of the second five (5) year extension pursuant to Section 2.4, if it occurs (for clarity, after this Lease has been effective for at least fifteen (15) years), LESSOR shall have the right to terminate this Lease for any reason as provided for in Paragraph 2.5 above.

5.3 Either Party shall have the right to terminate this Lease for cause at any time pursuant to Paragraph 10 below, provided the applicable cure period has elapsed.

5.4 Notice of termination shall be given to the non-terminating Party in writing by certified mail, return receipt requested, and shall be effective upon the receipt of such notice by the non-terminating Party or upon such later date as designated by the terminating Party.

5.5 After the Lease is terminated by either or both Parties, both Parties shall be relieved of any further obligations under this Lease, except for LESSEE's removal and restoration obligations as stated in Paragraph 6 below, but each Party shall continue to have any and all remedies for any breach of a lease obligation which occurred prior to the date of termination.

5.6 Notwithstanding any of the foregoing, or any other terms or provisions found within this Lease, nothing in the Lease shall be construed to limit the LESSOR's ability to bring any and all enforcement actions against LESSEE or its sublessees pursuant to the LESSOR's regulatory authority.

6. REMOVAL OF FACILITIES & RESTORATION OF PROPERTY.

LESSEE shall, within ninety (90) days following the expiration or termination of this Lease (including any termination for cause pursuant to Paragraph 10) (the "Removal Period"), remove, at no cost to LESSOR, its communications facilities, antenna structure(s) (including footings to a depth of two feet (2')), equipment, conduits, personal property and fixtures and to restore the Property to its original condition prior to the Commencement Date, reasonable wear and tear excepted. If such time for removal causes LESSEE to remain on the Premises after termination of this Lease, LESSEE shall pay Monthly Rent at the then existing rate until such time as the removal of the communications facilities, antenna structure(s) (including footings as provided herein), equipment, conduits, personal property and fixtures are completed in accordance with this Paragraph 6. At LESSOR's option, when this Lease is terminated and upon written notice by LESSOR to LESSEE given within thirty (30) days of such termination, LESSEE shall leave LESSEE's improvements (the "Remaining Improvements"), other than its personal property and fixtures, to become the property of LESSOR.

7. ASSIGNMENT AND SUBLETTING.

7.1 Should LESSOR, at any time during the Effective Period of this Lease, sell lease, transfer or otherwise convey all or any part of LESSOR's Property to any transferee other than LESSEE, then such transfer shall be under and subject to this Lease and all of LESSEE's rights hereunder, and any transfer by LESSOR of any portion of LESSOR's Property underlying the easements and rights-of-way herein granted shall be under and subject to the right of LESSEE to such easements and rights-of-way.

7.2 This Lease may be sold, assigned or transferred by LESSEE, and all or any portion of the Premises may be subleased, without any approval or consent of LESSOR to LESSEE's principal, subsidiaries of its principal, or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other proposed successors-in-interest, this Lease may not be sold, assigned, subleased or transferred

without the written consent of LESSOR. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

7.3 LESSEE further understands and agrees that prior to agreeing to a new successor-in-interest per Section 7.2 above, LESSOR may require reasonable modifications to the financial terms of this Lease, or a separate agreement with the subleasing party, prior to consenting to any such sale, assignment, sublease or other transfer of any of LESSEE's rights under this Lease. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Lease and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

8. **INDEMNITY AND NON-LIABILITY OF LESSOR.**

8.1 LESSEE shall and hereby does indemnify, defend (with counsel reasonably approved by LESSOR), and hold harmless LESSOR and any and all of its officials, officers, employees, contractors, subcontractors, and agents, (collectively, "Indemnified Parties") from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, or regulatory proceedings, whether actual, alleged, or threatened), losses, expenses, or costs of any kind, including, without limitation, reasonable court costs (including, attorneys' fees actually incurred), litigation expenses, and actually incurred fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation (collectively, "Losses"), to the extent the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, LESSEE's use of or operations on the Premises or the Property or by any of LESSEE's officers, agents, employees, or subcontractors, except to the extent such Losses are caused by the negligence or willful misconduct of the Indemnified Parties.

8.2 LESSEE agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Paragraph 8 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of LESSEE in the performance any work or operations on the Property. In the event LESSEE fails to obtain such indemnity obligations from others as required herein, LESSEE agrees to be fully responsible according to the terms of this Paragraph 8. Failure of LESSOR to monitor compliance with these requirements imposes no additional obligations on LESSOR and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend LESSOR as set forth herein is binding on the successors, assigns or heirs of LESSEE and shall survive the termination of this Lease or this Paragraph 8.

8.3 Neither Party shall be liable to the other party or any of its agents, representatives or employees for any lost revenue, lost profits, loss of technology, rights or services, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

8.4 LESSOR shall not be liable to LESSEE or any of its agents, representatives or employees for any loss or damages to LESSEE's personal property caused by theft, vandalism, malicious mischief, fire, act of God, acts of the public enemy, riot, strike, insurrection, war, court order, or requisition or order of a governmental body or authority.

9. **INSURANCE.**

9.1 **Types; Amounts.** LESSEE shall obtain, and shall require any subcontractor to obtain substantially the same coverage as required of LESSEE, insurance in the amounts described below.

9.1.1 **General Liability Insurance.** LESSEE shall maintain occurrence version general liability insurance with a combined single limit of Five Million Dollars (\$5,000,000) per occurrence for bodily injury and property damage.

9.1.2 **"All Risk" Property Insurance.** LESSEE shall maintain a policy of property insurance for perils usual to a standard "all risk" insurance policy on all its improvements or alterations in, on, or about the Premises, with limits equal to ninety percent (90%) of the replacement value of all such improvements or alterations.

9.2 **General Provisions.** The liability insurance required under Section 9.1 above shall include LESSOR, its elected officials, officers, employees, and volunteers as additional insureds as their interests may appear under this Lease. Such required insurance shall be primary with respect to any insurance or self-insurance programs covering LESSOR, its elected officials, officers, employees, and volunteers, with respect to claims resulting from LESSEE's use and occupancy of the premises and the operations conducted thereon. Such required insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to LESSOR, its elected officials, officers, employees, and volunteers. LESSEE may satisfy the foregoing by obtaining the appropriate endorsement to any master policy of liability insurance LESSEE may maintain.

9.3 **Certificates; Insurer Rating Cancellation Notice.** Upon the Commencement Date, LESSEE shall furnish to LESSOR properly executed certificates of insurance which evidence all such required insurance as required by this Section 9. LESSEE shall maintain such required insurance at all times while this Lease is in effect, and shall replace any certificate or policy which will expire within twenty (20) days after expiration. Unless approved in writing by LESSOR, LESSEE shall place such required insurance with insurers licensed, authorized or permitted to do business in the State of California and with a current A.M. Best rating of at least A-VII.

10. **DEFAULT.**

10.1 In the event there is a default by either Party with respect to any of the provisions of this Lease or its obligations under it, including the payment of Monthly Rent, the non-defaulting Party shall give the defaulting Party written notice of such default. After receipt of such written notice, the defaulting Party shall have thirty (30) days in which to cure any monetary default, and thirty (30) days in which to cure any non-monetary default, provided the defaulting Party shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure for a non-monetary default is such that it reasonably requires more than thirty (30) days, and the defaulting Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion.

10.2 The non-defaulting Party may not maintain any action or effect any remedies for default against the defaulting Party unless and until the defaulting Party has failed to cure the same within the time periods provided in this Paragraph 10.

10.3 Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor, plus interest (from the date that such costs and expenses are incurred until payment) at ten percent (10%) per annum. In the event of a default beyond all applicable cure periods by either Party with respect to a material provision of this Lease, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Lease. In the event of an uncured default, the non-defaulting Party shall have the right to pursue an action for specific performance (including the payment of Monthly Rent) and for the recovery of actual damages. No punitive damages, treble damages, and/or lost profits, or other financial recovery shall be available to either Party. Notwithstanding any other provision in this Lease, after terminating this Lease pursuant to Section 5 of this Lease, LESSOR shall have the right to re-enter the Premises and/or to remove LESSEE's person or property from the Premises, should LESSEE fail to remove its property within the time-period provided in Section 6 of this Lease.

11. NOTICES.

All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSEE: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: CLL00939; Cell Site Name: Moody (CA)
Fixed Asset #: 12731323
1025 Lenox Park Blvd NE, 3rd Floor
Atlanta, GA 30319

With a copy to: New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Re: Cell Site #: CLL00939; Cell Site Name: Moody (CA)
Fixed Asset #: 12731323
208 S. Akard Street
Dallas, TX 75202-4206

LESSOR: City of La Palma
7822 Walker Street
La Palma, CA 90623

With a copy to: City Attorney
City of La Palma
Rutan & Tucker, LLP
18575 Jamboree Road, 9th Floor
Irvine, CA 92612

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

12. **COMPLIANCE WITH LAWS AND OTHER RESTRICTIONS.**

12.1 Compliance with Laws. Lessee shall, at its sole cost and expense, comply with all Applicable Laws relating to the Premises and Lessee's use, operation and occupancy of the Premises, and all conditions, easements or restrictions now or hereafter encumbering the Premises, and shall cause the Premises to be operated in compliance with such requirements and restrictions. Lessee shall not conduct or permit to be conducted on the Premises any public or private nuisance or commit or permit to be committed any waste upon the Premises or any other act or thing which (i) would disturb the quiet enjoyment of any ordinary person leasing property from Lessor or any ordinary person occupying nearby property, or (ii) in the eyes of an ordinary person would injure the reputation of the Premises or Lessor. Lessor hereby acknowledges and agrees that Lessee's use of the Premises permitted under this Lease and in accordance with the terms of this Lease shall not be deemed a nuisance, waste or a disturbance of any other lessee's quiet enjoyment. Lessee shall make any alteration or improvement to the Premises as is necessary or required to comply with any Applicable Law and to cause the Premises to comply with any Applicable Law with respect to Lessee's use, operation and occupancy of the Premises, including any requirements under the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and regulations and guidelines promulgated thereunder, and all other federal, state, and local codes, statutes, and orders relating to disabled access as they are applicable on the date of this Lease, and as they may be subsequently amended from time to time (collectively referred to herein as the "ADA"). Lessee shall cause the Lessee Parties to comply with this Lease and all Lessor rules and regulations applicable to the use of the Premises. If any amendment to this Lease is necessary to comply with any Applicable Laws, the parties shall enter into such amendment(s) in a form reasonably acceptable to both Lessor and Lessee.

12.2 Covenant Against Discrimination. Lessee covenants for itself, its successors, assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on account of race, color, creed, religion, sex, marital status, national origin, or ancestry or any other protected class, in its use of the Premises and the performance of this Lease. Lessee further covenants and agrees to comply with the terms of the ADA.

12.3 Occupational Safety and Health Act; Proposition 65. Lessee shall, at its sole cost and expense, comply with the requirements of the Occupational Safety and Health Act of 1970, 29 U.S.C., Section 651 et seq. and any analogous legislation in California, as well as Proposition

65, the Safe Drinking Water and Toxic Enforcement Act of 1986, Health & Safety Code §§25249.5 et seq. (collectively, the “Act”), to the extent that the Act applies to the Premises and any activities thereon. Without limiting the generality of the foregoing, Lessee covenants to maintain all working areas, all machinery, structures, electrical facilities and the like upon the Premises in a condition that fully complies with the requirements of the Act including such requirements as would be applicable with respect to agents, employees or contractors of Lessor who may from time to time be present upon the Premises, and Lessee shall post on the Premises the notices required under Proposition 65 to the extent required in connection with Lessee’s use of the Premises.

12.4 No Toxic Materials. Except as expressly authorized below in this Section 12.4, Lessee shall not permit or suffer placement, storage, disposal or discharge of any Toxic Materials on, under, or at the Premises and Lessee shall not erect, emplace or maintain any tank, vessel or container designed or suitable for holding Toxic Materials on or about the Premises without the prior written consent of Lessor which consent may be withheld or denied or made subject to conditions in the sole discretion of Lessor. Lessor shall not be liable to Lessee or any third party as a result of giving or withholding such consent. Lessee shall, at its sole cost and expense, and whether or not Lessor’s consent has been obtained, also comply with all Applicable Laws relating to Lessee’s storage, discharge, application, use and disposal of Toxic Materials on, under, in or about the Premises.

13. **CONDITION OF PREMISES; RELEASE.**

13.1 Condition of Premises.

Lessee acknowledges that it has had sufficient opportunity to inspect and investigate the Premises and all aspects thereof and documents pertaining thereto and it is familiar with the Premises and the condition thereof. Lessee covenants and agrees that it is relying upon its own inspections, examinations, studies and inquiries with respect to the Premises and has not relied upon any representation, warranty or statement of Lessor, or its agents or employees. Lessee shall, upon the execution of this Lease, be deemed to have disclaimed and waived any and all objections to the physical and environmental characteristics and conditions of the Premises, whether or not such conditions would be disclosed by a reasonable and diligent inspection. Lessee acknowledges that neither Lessor nor any of its officers, directors, employees, agents, or representatives has made any representations, warranties, or agreements to Lessee as to any matters concerning the Premises. The foregoing disclaimers and waivers include, without limitation, topography, climate, air, water rights, utilities, present and future zoning, governmental restrictions, entitlement rights and obligations, and governmental conditions or development, soil, subsoil, subsurface water, environmental contamination, the purpose for which the Premises is suited, drainage, access to public roads, proposed routes or roads or extensions thereof or the availability of governmental permits or approvals of any kind, and the environmental problems associated in any way with prior or future remediation work. Lessee agrees that Lessor shall have no responsibility for any patent or latent defect or physical or environmental condition of the Premises, whether or not known or discovered, and Lessee accepts all such responsibility. The Premises is being leased to Lessee “AS-IS,” “WHERE-IS,” “WITH ALL FAULTS” without representation or warranty expressed or implied by Lessor, by operation of law, or otherwise. This Lease is made subject to and without liability to Lessor or any other Indemnified Party because of or resulting from any of the foregoing

conditions or any or any other condition of the Premises or adjacent property. Lessee expressly disclaims, which Lessee acknowledges and accepts, any implied warranty or condition and Lessee, for itself, and its officers, employees, agents, representatives, affiliates, successors and assigns, including successors in interest to the Premises, hereby releases and forever discharges on, habitability, merchantability, or fitness for a particular purpose or use.

13.2 Release of Indemnified Parties. In addition to anything contained in Section 13.1 above, Lessee, for itself, and its officers, employees, agents, representatives, affiliates, successors and assigns, hereby releases and forever discharges and expressly waives, releases and relinquishes any and all claims, causes of action, rights and remedies Lessee may now or hereafter have against the Indemnified Parties, whether known or unknown, with respect to the physical, environmental, economic or legal condition of the Premises. For the foregoing purposes, Lessee specifically waives the provisions of Section 1542 of the California Civil Code, and any similar law of any other state, territory or jurisdiction. California Civil Code Section 1542 provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Lessee hereby specifically acknowledges that Lessee has carefully reviewed this section and discussed its import with legal counsel, and that the provisions of this section are a material part of this Lease.

Lessee Initials: _____ Lessee Initials: _____

14. CONDEMNATION.

14.1 In the event of a condemnation or transfer in lieu thereof which results in a taking of the Property (or any portion thereof which prohibits LESSEE from using the Property for the purposes set forth in this Lease) (collectively, a "Taking"), LESSEE may use and/or construct upon an alternative portion of LESSOR's Property which is equally suitable for LESSEE's purposes, as reasonably determined by LESSOR and LESSEE, provided such space is available and provided that LESSEE obtains all necessary Governmental Approvals at its sole cost and expense. The exact site to which LESSEE may relocate shall be determined by LESSOR, and it may be upon any portion of LESSOR's Property (or any adjoining property owned or controlled by LESSOR), provided that LESSEE reasonably approves the site as equally suitable for LESSEE's intended uses. If it is determined that alternative space is not available as herein provided, LESSEE may terminate this Lease pursuant to Paragraph 5.

14.2 If a condemning authority takes title to the Property during the Effective Period of this Lease, and the Parties have not agreed on an alternative space pursuant to Paragraph 13.1 above, the Lease shall terminate on the date such condemning authority takes title. In the event of such termination, LESSEE shall not be entitled to share in any portion of the condemnation award, and LESSEE hereby expressly waives any right or claim to any part thereof. However, Monthly Rent shall abate during the time LESSEE is unable to use the Property as provided for in this Lease

as a result of such Taking, and LESSEE shall have the right to claim and recover only from the condemning authority (but not from LESSOR) any amounts necessary to reimburse LESSEE for the cost of removing its personal property and fixtures from the Property.

15. **RENOVATION OF PROPERTY.**

LESSOR hereby reserves the right (but not the obligation) to repair, renovate, construct, modernize, rehabilitate, or otherwise alter all or any portions of the Property throughout the term of this Lease (hereafter, "**Modifications**"), in such manner and at such time as LESSOR may, in its sole and absolute discretion, deem necessary, subject to LESSEE's right to operate its facility at the Premises in accordance with this Lease. In connection with all such Modifications, LESSOR may enter the Premises to the extent reasonably required by LESSOR to pursue and complete such Modifications, but only after giving LESSEE at least five (5) business days' prior notice so that LESSEE may provide an escort. LESSEE agrees that under no circumstances shall the Modifications as to any portion of LESSOR's Property, or the work that takes place in the course of making the Modifications, including LESSOR's entry onto the Premises, constitute an eviction or partial eviction of LESSEE or a breach of LESSEE's right to quiet enjoyment or use of the Premises, or any provision of this Lease, nor entitle LESSEE to damages or equitable relief or abatement or reduction in the Monthly Rent payment due. Notwithstanding the foregoing, nothing in this Paragraph 15 shall be construed, interpreted or implemented so as to deprive or prevent LESSEE from using the Premises for the uses contemplated herein.

16. **MISCELLANEOUS.**

16.1 **Quiet Enjoyment.** LESSOR covenants that LESSEE, on paying the Monthly Rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSEE has investigated the Property and has satisfied itself that, as of the Effective Date of this Lease, there are no improvements, structures or utilities, including other existing antennas or communications equipment or facilities, that interfere with LESSEE's use of the Property for the purposes permitted by this Lease.

16.2 **Integration.** It is agreed and understood that this Lease contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Lease shall be void and ineffective unless made in writing signed by the Parties.

16.3 **Governing Law & Choice of Forum.** This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State of California, and the Parties agree that any action arising from or relating to any obligation under this Lease shall be commenced and pursued in either (1) the Superior Court of the State of California, County of Orange, or, (2) so long as all other prerequisites for federal court jurisdiction are satisfied, the United States District Court, Central District of California.

16.4 **Successors.** This Lease shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

16.5 Subordination & Non-Disturbance. At LESSOR's option, this Lease shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest ("Mortgage") by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, every such Mortgage shall recognize (in writing and in a commercially reasonable form acceptable to LESSEE's counsel) the validity of this Lease in the event of a foreclosure of LESSOR's interest and also LESSEE's right to remain in occupancy and have access to the Premises and any related easements or rights-of way so long as LESSEE is not in default of this Lease. LESSEE shall execute whatever instruments may reasonably be required to evidence this subordination. If, as of the Effective Date of this Lease, there is any deed of trust, ground lease or other encumbrance or right of repurchase affecting the Property, LESSOR agrees to use its best efforts in cooperating with LESSEE in obtaining from the holder of such encumbrance an agreement that LESSEE shall not be disturbed in its possession, use and enjoyment of the Premises and any related easements or rights-of way.

16.6 Right to Cure. If LESSOR breaches any material covenant, agreement or promise contained in any mortgage or deed of trust superior to LESSEE's estate hereunder (other than any mortgage or deed of trust as to which LESSEE has obtained a non-disturbance agreement in accordance with Paragraph 16.5 above) or contained in any lease under which LESSOR holds title to any portion of the Property, and if LESSOR fails to (at least) commence to cure such breach within thirty (30) days after receiving written notice specifying the violation (or if LESSOR fails thereafter to diligently prosecute the cure to completion), then LESSEE may terminate the Lease pursuant to Paragraph 5, or it may (although it shall not be obligated to do so) cure LESSOR's breach and/or perform LESSOR's obligations (on LESSOR's behalf and at LESSOR's expense) at LESSEE's sole cost and expense.

16.7 Interpretation.

16.7.1 The Parties agree that all of the provisions in this Lease shall be construed as both covenants and conditions, the same as if the words importing such covenants and conditions had been used in each separate Paragraph.

16.7.2 The language of all parts of this Lease shall be construed simply and according to its fair meaning, and this Lease shall never be construed for or against either Party.

16.7.3 The captions contained in this Lease are inserted for convenience only and are not intended to be part of this Lease. They shall not affect or be utilized in the construction or interpretation of this Lease.

16.7.4 The exhibits attached to this Lease are made a part of this Lease as though fully set forth.

16.8 Severability. If any provision of this Lease is invalid, it shall be considered deleted from this Lease and shall not invalidate the remaining provisions of this Lease, unless the severing of such a provision would materially alter the consideration provided under the Lease or render the Lease unintelligible.

16.9 Attorneys' Fees. In the event litigation or other proceeding is required to enforce or interpret any provision of this Lease, the prevailing Party in such litigation or other proceeding

shall be entitled to an award of reasonable attorneys' fees, costs and expenses, in addition to any other relief to which it may be entitled.

16.10 **Abandonment, Dispossession, Surrender, Cancellation.** The abandonment of the Property by LESSEE during the Effective Period of this Lease, or LESSEE's dispossession by process of law, or otherwise, or the voluntary surrender of this Lease, or mutual cancellation of this Lease, shall not work a merger, and shall terminate any and all of LESSEE's existing subleases or assignments unless such sublessees or assignees are accepted by LESSOR, in writing, at the time of such abandonment, dispossession, surrender, cancellation, which acceptance LESSOR may give or withdraw in its sole and absolute discretion.

16.11 **Time of the Essence.** Time is of the essence in the performance of this Lease.

16.12 **Authority to Execute Lease.** Each of the Parties hereto warrants to the other that the person or persons executing this Lease on behalf of such Party has the full right, power and authority to enter into and execute this Lease on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Lease.

16.13 **No Personal Liability.** No officer, official, employee, agent or representative of LESSOR shall be personally liable to LESSEE or its successor in the event of a default or breach by LESSOR, or for any amount which may become due to LESSEE or its successor, or for any breach of any of LESSOR's obligations under this Lease.

16.14 **Nondiscrimination.** LESSEE covenants by and for itself, its heirs, successors and assigns, and all persons claiming under and through it that it shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition, sexual orientation or marital status in connection with or related to the performance of this Lease.

16.15 **Taxes.** LESSEE shall have the responsibility to pay any documented increase in real estate taxes levied against the Property which are directly attributable to the improvements constructed by LESSEE. LESSOR shall provide to LESSEE a copy of any notice, assessment or billing relating to real estate taxes for which LESSEE is responsible under this Lease within thirty (30) days of receipt of the same by LESSOR. LESSEE shall have no obligation to make payment of any such real estate taxes until LESSEE has received the notice, assessment or billing relating to such taxes as set forth in the preceding sentence. In the event LESSOR fails to provide to LESSEE a copy of any real estate tax notice, assessment or billing within the thirty (30) day period set forth herein, LESSEE shall be relieved of any obligation or responsibility to make payment of real estate taxes referred to in the notice, assessment or billing which was not timely delivered by LESSOR to LESSEE. LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any real estate tax assessment or billing for which LESSEE is wholly or partly responsible for payment under this Lease. LESSOR shall reasonably cooperate, at no cost to LESSOR, with LESSEE in filing, prosecuting and perfecting any appeal or challenge to real estate taxes as set forth in the preceding sentence, including but not limited to, executing any consent to appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to

LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this Paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE. LESSEE is hereby notified that any property interest deemed to have been created by or as a result of this Lease may be subject to property taxation, and that LESSEE may be subject to the payment of property taxes levied on the interest.

16.16 **Electronic Funds Transfer of Rent Payments.** Upon written agreement of the Parties, LESSEE may pay Monthly Rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

16.17 **Taxpayer Identification Number and Certification.** LESSOR hereby agrees to provide to LESSEE a W-9 upon its execution of this Lease. Within fifteen (15) days of obtaining an interest in the Property or this Lease, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE a W-9 and such other reasonable documentation as requested by LESSEE in writing to verify LESSOR's right to receive rental payments under this Lease.

16.18 **Non-Waiver.** The failure of either Party to insist upon strict performance of any of the terms or conditions of this Lease or to exercise any of its rights under this Lease shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Lease, in law or in equity.

16.19 **Survival.** The provisions of this Lease relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Lease. Additionally, any provisions of this Lease which require performance subsequent to the termination or expiration of this Lease shall also survive such termination or expiration.

16.20 **Submission of Lease.** The submission of this Lease for examination does not constitute an offer to lease the Premises and this Lease becomes effective only upon the full execution of this Lease by the Parties.

16.21 **Counterparts.** This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

CITY OF LA PALMA,
a municipality

By: _____
Name: Conal McNamara
Title: City Manager

Date: _____

ATTEST:

By: _____
Name: Kimberly Kenney
Title: City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Name: Ajit S. Thind
Title: City Attorney

Date: _____

LESSEE:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Name: Misty Snowden
Title: Area Manager

Date: _____

Exhibit A

Property

LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF LA PALMA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THE NORTH 360.00 FEET OF THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, IN THE CITY OF LA PALMA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 51, PAGE 11 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING SOUTHERLY OF THE NORTH 20 ACRES OF THAT PORTION OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, WHICH IS NORTHEASTERLY OF THE LOS ANGELES INTER-URBAN RAILWAY COMPANY RIGHT OF WAY RECORDED NOVEMBER 14, 1905 IN [BOOK 122, PAGE 262](#) OF DEEDS.

EXCEPT THE EAST 638.60 FEET THEREOF.

ALSO EXCEPT THAT PORTION THEREOF LYING NORTHWESTERLY OF THE SOUTHEASTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO THE ORANGE COUNTY FLOOD CONTROL DISTRICT, RECORDED NOVEMBER 21, 1961 IN [BOOK 5919, PAGE 512 OF OFFICIAL RECORDS](#).

ALSO EXCEPT THEREFROM ANY AND ALL OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES, AS MORE PARTICULARLY SET FORTH AND PROVIDED IN VARIOUS INSTRUMENTS OF RECORD.

[APN: 262-233-01 AND 262-233-07](#)

Exhibit B

Leased Premises

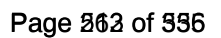


Exhibit C

Access and Utility Easement

RESOLUTION NO. DCC 2024-02

**A RESOLUTION OF THE DEVELOPMENT AND CIRCULATION
COMMITTEE OF THE CITY OF LA PALMA, CALIFORNIA,
RECOMMENDING THAT THE CITY COUNCIL APPROVE
PRECISE PLAN 287 AND VARIANCE 2022-01 TO INSTALL A
75' FREESTANDING WIRELESS COMMUNICATIONS TOWER
(MONOPINE) AT THE CITY OF LA PALMA PUBLIC WORKS
MAINTENANCE YARD AT 8415 MEADOWLARK LANE**

WHEREAS, SmartLink Group on behalf of AT&T Mobility (hereinafter, the "Applicant"), has initiated a request for Precise Plan (PP) 287 and Variance 2022-01 for approval to install a 75' freestanding wireless communications tower (monopine) and associated equipment on the property located at 8415 Meadowlark Lane, La Palma, CA 90623 (APNs 263-233-01, -07) (hereinafter the "Project"); and,

WHEREAS, the subject property is located within the Public/Institutional (PI) Zoning District, which allows a freestanding communication tower as an accessory use; and,

WHEREAS, the City of La Palma wishes to protect and preserve the quality of the commercial and residential areas of the City, as well as the quality of life throughout the City, through effective land use and planning; and,

WHEREAS, Chapter 44 – Zoning, Article II – Division 4 (Nonresidential Zoning Districts) of the La Palma Municipal Code identify the development standards and land use requirements for a freestanding communications tower; and,

WHEREAS, Chapter 44 – Zoning, Article V - Division 3 (Precise Plans and Amendments) of the La Palma Municipal Code states that the purpose of the Precise Plan is to provide a process for reviewing architectural applications for all new construction, and that process allows for the review of the design of the development, an identification of potential impacts on the surrounding properties, and an assurance that the proposed Project complies with the provisions of the Zoning Code and the General Plan; and,

WHEREAS, Chapter 44 – Zoning, Article V - Division 11 (Variances and Minor Exceptions) of the La Palma Municipal Code states that the purpose of the Variance is to allow for adjustment in the development standards only when the strict application of the Zoning Code denies the property owner privileges enjoyed by other property owners in the vicinity and within identical zoning districts. Special circumstances that justify the granting of a variance include the location, shape, size, surroundings, or topography of a site; and,

WHEREAS, Chapter 44 – Zoning, Article IV – Division 1, Section 44-485 (Authority for Land Use and Zoning Decisions), Table IV-1 (Review Authority) of the La Palma Municipal Code identifies the Development and Circulation Committee as a recommending body to the City Council which is the approval authority for all Precise Plans and Variances; and,

WHEREAS, the proposed Project shall adhere to the requirements of the La Palma Municipal Code, the PI Zoning District, and the comprehensive architectural design package included as "**EXHIBIT A**" attached hereto; and,

WHEREAS, draft Conditions of Approval have been prepared and attached as “**EXHIBIT B**” for Precise Plan 287 and Variance 2022-01, to ensure the orderly development of the Project and to maintain the quality of life in La Palma; and,

WHEREAS, the proposed project will be reviewed in for compliance with the California Environmental Quality Act (CEQA) prior to City Council consideration of the Project; and,

WHEREAS, the City of La Palma Notice of Public Hearing was published in the Wednesday, June 1, 2024, edition of the *Orange County Register*, sent to all owners of property within 300 feet of the proposed project, and posted at La Palma City Hall, La Palma Community Center, OC Public Library – La Palma Branch, and the subject property at least ten (10) days prior to the Public Hearing; and,

WHEREAS, on June 10, 2024, the City of La Palma Development and Circulation Committee conducted a duly noticed Public Hearing on Precise Plan 287 and Variance 2022-01, and considered testimony and evidence presented by the Applicant, the public, City staff, and other interested parties, at the hearing held with respect thereto.

NOW, THEREFORE, the Development and Circulation Committee of the City of La Palma resolves as follows:

SECTION 1. The forgoing recitals are incorporated herein and made a part hereof.

SECTION 2. The findings for Precise Plan 287, pursuant to Chapter 44 – Zoning, Article V – Division 3, Section 44-787 (Findings) of the La Palma Municipal Code, can be made supporting the project application as follows:

- 1) The proposed use is allowed within the subject zoning district and complies with all applicable provisions of this chapter.
- 2) The proposed use would be consistent with the objectives, policies, general land uses, and programs of the general plan and any applicable specific plan and is in compliance with all City, State, and federal laws and regulations.
- 3) The approval of the precise plan or an amendment to precise plan for the proposed use is in compliance with the requirements of the California Environmental Quality Act (CEQA) (Public Resources Code § 21000 et seq.).
- 4) The location, size, design, and operating characteristics of the proposed use would be compatible with existing land uses within the general area in which the proposed use is to be located.
- 5) The subject site is physically suitable for the type and density/intensity of the use being proposed.
- 6) The proposed project will have no adverse effect on abutting or adjacent properties and is compatible with those properties.

The factual findings for which are attached as “**EXHIBIT C**” to this Resolution, and incorporated herein by this reference.

SECTION 3. The findings for Variance 2022-01, pursuant to Chapter 44 – Zoning, Article V – Division 3, Section 44-1041 (Findings) of the La Palma Municipal Code, can be made supporting the project application as follows:

- 1) There are special circumstances applicable to the property (e.g., location, shape, size, surroundings, or topography), so that the strict application of this chapter denies the property owner privileges enjoyed by other property owners in the vicinity and under identical zoning districts.
- 2) Granting the variance would not constitute a grant of special privilege inconsistent with the limitations on other properties classified in the same zoning district.
- 3) Granting the variance would not authorize a use of activity that is not otherwise expressly authorized by the zoning district regulations governing the subject property.

SECTION 4. Based on the foregoing, the Development and Circulation Committee of the City of La Palma hereby recommends that the City Council approve Precise Plan 287 and Variance 2022-01, as depicted on the comprehensive architectural design package included as “**EXHIBIT A**” of this Resolution; subject to the Conditions of Approval, which are attached as “**EXHIBIT B**” to this Resolution, and incorporated herein by this reference; and, subject to the factual findings, which are attached as “**EXHIBIT C**” to this Resolution, and incorporated herein by this reference.

APPROVED AND ADOPTED by the Development and Circulation Committee of the City of La Palma at a regular meeting held on the 10th day of June, 2024.

DocuSigned by:



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Rodi Almendralo
Chairperson

ATTEST:

DocuSigned by:



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Belinda Deines
Planning Manager

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS
CITY OF LA PALMA)

I, BELINDA DEINES, Planning Manager of the City of La Palma, California, DO HEREBY CERTIFY that the foregoing Resolution was adopted by the Development and Circulation Committee of said City at a regular meeting of said Development and Circulation Committee held on the 10th day of June, 2024, and that it was so adopted by called vote as follows:

AYES: Almendralo, Alvarez, Lee, Quan

NOES: Jethvani, Luu, Sambrano

RECUSED:

DocuSigned by:



1EE8A33FF9DA42C...
Belinda Deines
Planning Manager

EXHIBIT A

PROJECT PLANS FOR
PRECISE PLAN 287 AND VARIANCE 2022-01

8415 Meadowlark Lane, La Palma, CA 90623 (APNs: 263-233-01, -07)

75' Freestanding Wireless Communications Tower

EXHIBIT B

CONDITIONS OF APPROVAL FOR PRECISE PLAN 287 AND VARIANCE 2022-01

8415 Meadowlark Lane, La Palma, CA 90623 (APNs: 263-233-01, -07)

75' Freestanding Wireless Communications Tower

GENERAL:

1. This Precise Plan and Variance are solely for the construction, operation, and maintenance of a 75' freestanding wireless communications tower (monopine) with associated equipment at the subject property, 8415 Meadowlark Lane.
2. In compliance with Chapter 44 -Zoning, Article IV – Division (Revocation and Modification), of the La Palma Municipal Code, this Precise Plan Permit may be revoked or modified at any time by a vote of the City Council, if any one of the following findings of fact can be made:
 - a) The use for which the approval was granted has been exercised so as to be detrimental to the public health or safety, and/or to constitute a nuisance.
 - b) The approval of Precise Plan 287 was obtained by fraud.
 - c) The use for which such approval is granted is not being exercised within the time specified.
 - d) The use for which approval was granted has ceased to exist or has been suspended for at least one year.
 - e) The permit as granted is being or recently has been exercised contrary to the terms and conditions of approval or in violation of a statute, ordinance, law, or regulation.
3. The proposed project is required to be constructed in substantial conformance with the comprehensive architectural design package provided as “**EXHIBIT A**” of this Resolution for Precise Plan 287 and Variance 2022-01; and, shall be inspected during construction by a qualified inspector for conformance with the California Building Code. The Applicant/Developer shall obtain a building permit from the City of La Palma Building and Safety Division and provide payment of permit fees prior to commencement of construction activity.
4. If at the time of application for building permit there is a project job account balance due to the City for recovery of planning review and entitlement fees, the outstanding balance shall be paid in full prior to building permit issuance.
5. The Applicant/Developer shall provide to the City a letter identifying a single point of contact for the management and operations of the communications tower (including: name, phone number, fax number, and e-mail address) and a 24-hour phone number in case of emergencies.

6. The Applicant/Developer shall be responsible for informing all subcontractors, consultants engineers, or other business entities providing services related to the Project of their responsibilities to comply with all pertinent requirements herein in the City of La Palma Municipal; Code, including the requirement that a Business License be obtained by all entities doing business in the City as well as noise limitations and hours of operation requirements within the City.
7. Minor and incidental changes in design, placement, materials and color of signage materials to the Project requested by the Applicant/Developer may be approved administratively through the Community Development Department's Administrative Approval process. Details of any approved changes shall be provided on the working plans to the satisfaction of the Community Development Department prior to the issuance of permits.
8. Applicant/Developer shall indemnify, defend, and hold harmless the City of La Palma and its elected city council, appointed boards, commissions, committees, officials, employees, volunteers, contractors, consultants, and agents from and against any and all claims, liabilities, losses, fines, penalties, and expenses, including without limitation litigation expenses and attorney's fees, arising out of either the City's approval of the Project or actions related to the Property or the acts, omissions, or operations of the Applicant/Developer and its directors, officers, members, partners, employees, agents, contractors, and subcontractors of each person or entity comprising the Applicant/Developer with respect to the ownership, planning, design, construction, and maintenance of the Project and the Property for which the Project is being approved. In addition to the above, within ten (10) days of this approval, the Applicant/Developer shall enter into an indemnification agreement with the City. The indemnification agreement shall be substantially the same as the form agreement currently on file with the City.
9. An Agreement to the Conditions of Approval shall be executed by the Applicant/Developer and filed with the Community Development Department of the City of La Palma, within fifteen (15) days of the City of La Palma City Council approval of Precise Plan 287 and Variance 2022-01. The Agreement to the Conditions of Approval shall run with the land and be binding in any subsequent owners, heirs or assigns.
10. The proposed entitlements shall expire and be of no further force or effect if the permit is not established within twelve (12) months of the permits' effective date. Time extensions are subject to La Palma Municipal Code Section 44-580.

11.

CONSTRUCTION:

12. The Applicant/Developer shall ensure that all construction contractors and subcontractor personnel are made aware of the required best management practices (BMP's) and good housekeeping measures for the project site and any associated construction lay-down areas.
13. Pursuant to Water Quality regulations the discharge of any sediment and construction materials or wastes into a receiving water or storm drain shall be prohibited. Any drilling,

grading, and construction activity, shall incorporate Best Management Practices (BMPs) for managing and implementing urban runoff and storm water pollution control measures.

- 14. A copy of the accepted Conditions of Approval shall be placed on the final construction plans. Final construction plans shall be placed at the job site until final of Building Permit. The Applicant/Developer and the Applicant/Developer's successors in interest shall be fully responsible for knowing and complying with all Conditions of Approval, including making known the Conditions to the City for future governmental permits or actions at 8415 Meadowlark Lane. These approved Conditions of Approval shall be incorporated on all sets of construction plans and be present at the site during construction.
- 15. All trash and refuse shall be disposed of in dumpsters pursuant to applicable City Municipal Code and removed from the premises on an as needed basis. At the end of each day of construction activity, all construction debris and waste materials shall be collected and properly disposed of in trash or recycle bins. General Contractor shall sweep the Project site at the end of the day during construction activities.
- 16. All construction activities shall comply with date and time restrictions established in the Municipal Code. "Construction activities" shall only include those activities that generate any noise at the property line during site preparation and construction of the site. "Construction activity" also includes the transport, import, and export of debris and materials. Construction activity shall be limited to the following hours listed below:

Day	Time
Monday-Friday	8:00am-5:00pm
Saturday	9:00am-5:00pm
Sunday & Holidays	No construction permitted

Holidays are specifically defined herein as: Martin Luther King Jr. Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Day, President's Day, Memorial Day, July 4th, and Labor Day.

- 17. The Applicant or Applicant's Agent shall be responsible for obtaining approval of all wide load and haul route permits from the Community Services Department for heavy equipment or building materials to necessary to complete the project.

MAINTENANCE AND OPERATIONS:

- 18. The lease area shall be secured at all times while authorized personnel are not physically present at the site. Barbed wire or razor ribbon shall be prohibited.
- 19. The Applicant/Developer shall provide signage with phone numbers of the utility provider for use in case of an emergency. The sign shall be posted at the communications equipment gate and/or block wall.

20. The Applicant/Developer shall be responsible for regular maintenance and upkeep of the communications tower and associated equipment consistent with the adopted plans, drawings and photo simulations as conditioned, including but not limited to:
- a) Re-finishing any painted and textured surfaces to retain the original color and condition for the duration of the life of this use;
 - b) Maintaining all improvements in good repair, free from trash, debris, litter, and other forms of vandalism. Any damage from any cause shall be repaired as soon as reasonably possible to minimize occurrences of dangerous conditions or visual blight;
 - c) Replacing any damaged element such as faux pine branches, block walls and fencing, removal of graffiti; and,
 - d) Ensuring all equipment complies with the City Code standards.

EXHIBIT C

Precise Plan and Variance Findings of Approval

As required by Chapter 44 – Zoning, Article V – Division 3, Section 44-787 (Findings) of the La Palma Municipal Code, approval of Precise Plan 287 is based on the following findings:

1. **Finding:** The proposed use is allowed within the subject zoning district and complies with all applicable provisions of this chapter.

Facts in Support of Finding: Municipal Code permits a freestanding communication tower use in the Public/Institutional (PI) Zoning District. The Municipal Code requires any new development obtain approval of a Precise Plan (Section 44-138). A Conditional Use Permit (Section 44-848) is required to allow a freestanding communications tower as an accessory use. A Development Agreement is proposed related to the lease agreement for use of City property. The project shall be consistent with Chapter 44 Sections 398 through 401 of the Municipal Code. The proposed communication tower is designed to be compliant with the Municipal Code requirements, with the exception of the Variance request to encroach into the required minimum perimeter building/landscaping setback.

2. **Finding:** The proposed use would be consistent with the objectives, policies, general land uses, and programs of the general plan and any applicable specific plan and is in compliance with all City, State, and federal laws and regulations.

Facts in Support of Finding: The proposed communications tower is consistent with the following goals and policies of the General Plan: POLICY LU-1.3 / POLICY LU-3.3 / POLICY LU-3.4 / GOAL LU-4 / POLICY LU-4.3 / POLICY CB-4.7 / GOAL T-1 / GOAL T-2 / GOAL T-3 / GOAL T-6. The communications tower use is consistent with the objectives, policies, general land uses, and programs of the General Plan and any applicable specific plan and follows all City, State, and Federal Laws and Regulations. The proposed communications tower satisfies General Plan Policy CB-4.7 which reads “Encourage the location of revenue-generating uses and structures in appropriate locations.” As municipal revenue shortfalls may occur from time to time, it is important to develop innovative ways to increase contributions to our General Fund to maintain our highly valued City services. Potential revenue sources include lease agreements for communication facilities.

3. **Finding:** The approval of the precise plan or an amendment to precise plan for the proposed use is in compliance with the requirements of the California Environmental Quality Act (CEQA) (Public Resources Code § 21000 et seq.).

Facts in Support of Finding: Pursuant to the California Environmental Quality Act (CEQA), the project is categorically exempt per Section 15303 of the CEQA Guidelines (Class 3 – New Structures) in that the project consists of construction and location of a new facility and equipment and meets the criteria for small structures in size and location and would not result in significant environmental impacts.

4. **Finding:** The location, size, design, and operating characteristics of the proposed use would be compatible with existing land uses within the general area in which the proposed use is to be located.

Facts in Support of Finding: The proposed 75' wireless communications tower is proposed adjacent to the City's water tank, which is currently not screened with any landscaping along the southwest perimeter of the property. The proposed facility does not require permanent on-site personnel and vehicular and pedestrian traffic will be limited to occasional visits by personnel for repairs and service. Therefore, the proposed communications facility is compatible with existing public utilities and facilities on the subject property and immediately adjacent to the subject site.

5. **Finding:** The subject site is physically suitable for the type and density/intensity of the use being proposed.

Facts in Support of Finding: The proposed communications tower is a wireless facility that is necessary to meet a significant gap in service to the residents, businesses, visitors, and emergency services in La Palma. The Zoning Code allows a freestanding communications tower to be built up to a maximum height of 75' and 70' is the minimum height needed in order to fill the gap in coverage for this location. The proposed monopine is an accessory use and is comparable to existing mature trees in the surrounding neighborhood. Therefore, the subject site is physically suitable for the type of the use being proposed.

6. **Finding:** The proposed project will have no adverse effect on abutting or adjacent properties and is compatible with those properties.

Facts in Support of Finding: The proposed project consists of a stealth design with the cellular equipment and antennas disguised and screened from public view within the faux pine branches of the monopine. The applicant proposes 6' high solid block walls to screen the equipment shelter to blend with the existing architecture of the buildings and the surrounding community, thereby minimizing the visual impact of the proposed improvements. As such, the proposed project will have no adverse effect on abutting or adjacent properties and is compatible with those properties.

As required by Chapter 44 – Zoning, Article V – Division 3, Section 44-1041 (Findings) of the La Palma Municipal Code, approval of Variance 2022-01 is based on the following findings:

1. **Finding:** There are special circumstances applicable to the property (e.g., location, shape, size, surroundings, or topography), so that the strict application of this chapter denies the property owner privileges enjoyed by other property owners in the vicinity and under identical zoning districts.

Facts in Support of Finding: The Applicant's radio-frequency engineers have identified a significant coverage gap in the area, which causes lack of service issues for La Palma customers. The proposed site was specifically selected because all other potential sites at commercial and institutional properties in La Palma and Cypress were found to be non-viable. The City of La Palma Public Works Maintenance Yard's primary uses as a government office, storage yard, and water tank provide La Palma citizens with essential utilities and services. The proposed siting of the tower along the south property line would be the least impactful to existing operations and driveway access. The encroachment into the required minimum perimeter building/landscaping setback is mitigated by the proposed design as faux pine tree as the intent of the Zoning Code provision is to provide landscaping within the perimeter of 10' from the property line. Therefore, granting of the

variance to allow the adjustment in the development standard for perimeter setback would not constitute a grant of special privilege given the site's unique shape as a flag lot, the surrounding limitations associated with the existing City Yard facility and public utilities, and practical difficulty of relocating other City resources to accommodate a necessary use.

2. **Finding:** Granting the variance would not constitute a grant of special privilege inconsistent with the limitations on other properties classified in the same zoning district.

Facts in Support of Finding: The City's north water well property at 6800 Walker Street, also located in the PI Zoning District, maintains an existing freestanding communications tower that is not camouflaged as a monopine and also encroaches into the required perimeter setback. The placement of the communications tower other than the proposed location would not allow the Applicant to provide adequate wireless service for the surrounding area. The proposed project will eliminate the gap in wireless communication service to La Palma residents, businesses, and emergency services, which is an important element of the City's infrastructure. Therefore, the granting of the variance is consistent with development patterns on other properties classified in the same zoning district.

3. **Finding:** Granting the variance would not authorize a use of activity that is not otherwise expressly authorized by the zoning district regulations governing the subject property.

Facts in Support of Finding: The subject site is located in the Public/Institutional Zoning District and is consistent with the intent and purpose to provide public and private utilities and facilities. The City's General Plan Technology Element Goal T-6 specifically states to "accommodate the reasonable use of public rights-of-way for communications infrastructure while protecting the ability of the City to provide services in said rights-of-way." The proposed variance for the communications tower to be sited in the ideal location that has the least impact to the City Yard is in keeping with the City's regulations to establish balanced and fair policies that preserve the City's ability to provide effective utility operations and infrastructure maintenance along with opportunities for the placement and maintenance of communications service.



at&t

CLL00939

MOODY

8441 MOODY STREET LA PALMA CA 90623

Attachment 6



AEsimS.com
877.9AE.sims

VIEW 1



©2022 Google Maps



EXISTING



PROPOSED

LOOKING NORTHWEST FROM CRESCENT AVENUE



at&t

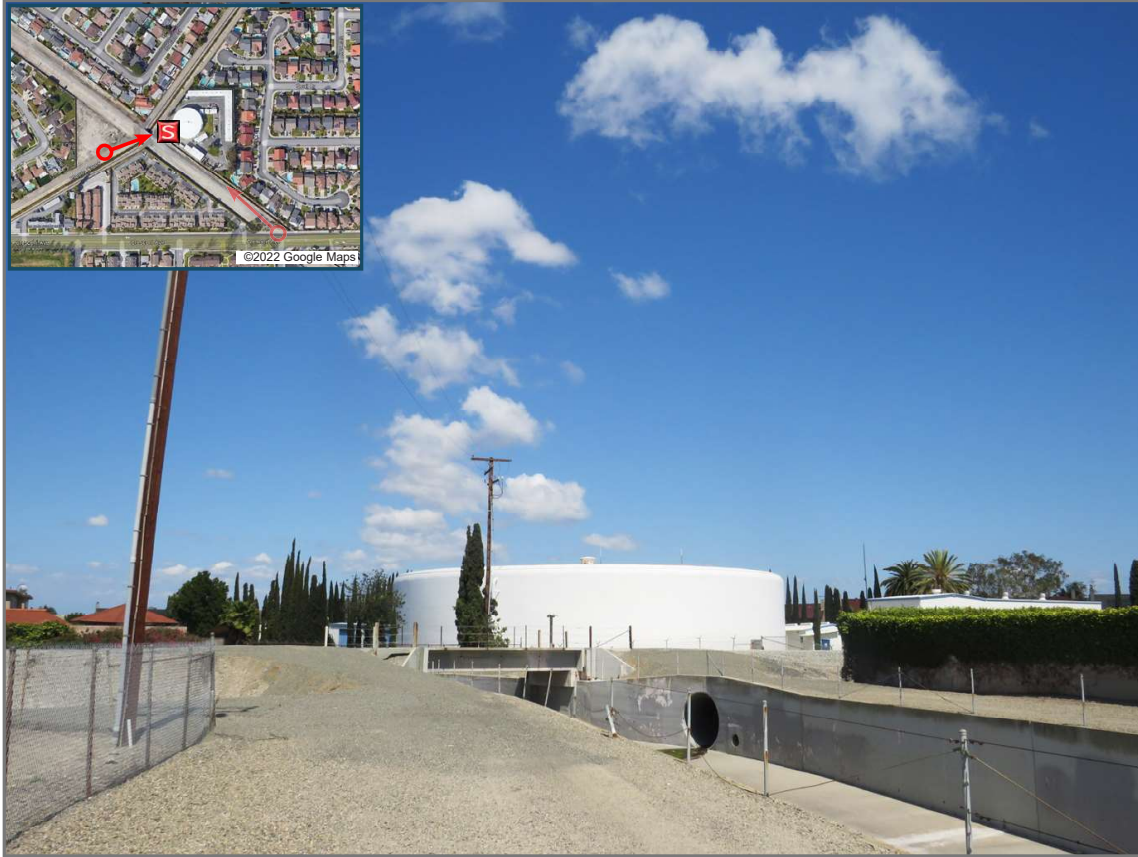
CLL00939

MOODY

8441 MOODY STREET LA PALMA CA 90623



VIEW 2



PROPOSED LOOKING NORTHEAST FROM MOODY CREEK



at&t

CLL00939

MOODY

8441 MOODY STREET LA PALMA CA 90623



VIEW 3



EXISTING



PROPOSED LOOKING NORTHEAST FROM CRESCENT AVENUE

City of La Palma

Agenda Item No. 10



MEETING DATE: March 4, 2025

TO: City Council

FROM: City Manager

SUBMITTED BY: Belinda Deines, Community Development Manager

AGENDA TITLE: Conditional Use Permit 393 to Establish a Massage Establishment Use (Starlight Day Spa) Located at 7951 Valley View Street

RECOMMENDED ACTION:

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

- a) Open Public Hearing
- b) Receive Staff Report
- c) Council Member Comments and Questions
- d) Receive Public Input
- e) Close Public Hearing
- f) Adopt a Resolution denying Conditional Use Permit 394 and making findings of denial for the operations of a massage establishment use on property located at 7951 Valley View Street

SUMMARY:

On August 15, 2024, Tom Scott (Applicant) applied for a Conditional Use Permit (CUP) to operate a massage establishment use at 7951 Valley View Street (APN 263-061-12). Pursuant to the La Palma Municipal Code, a massage establishment use in the Neighborhood Commercial (NC) Zoning District requires City Council approval of a CUP. On August 19, 2024, a Cease and Desist Order was issued to the Applicant for operating a massage establishment use without approval of a CUP. Staff recommends denial of the proposed application as outlined in the draft Resolution (*Attachment 1*).

BACKGROUND:

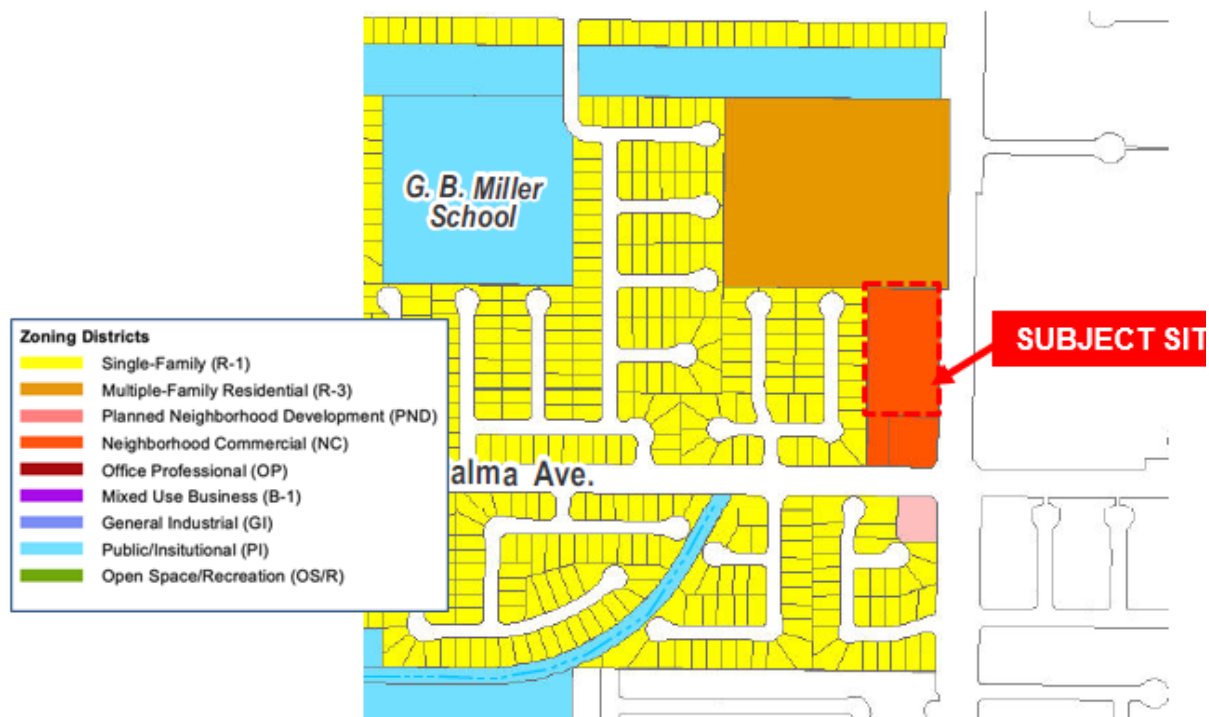
In 2014, Assembly Bill 1147, known as the Massage Therapy Act of 2014, took effect on January 1, 2015. The bill overhauled California's existing massage therapy laws put into effect by the 2009

Senate Bill 731, and returned a significant amount of land use control back to cities to regulate massage establishments. In response, the City's 2015 Zoning Code Update included additional regulations for massage businesses. The City's massage standards are found in the La Palma Municipal Code under Subdivision III. - Massage Facilities, Division 5: Nonresidential Supplemental Development Standards.

In 2018, the Community Development Department conducted a series of inspections of the massage establishments within the City of La Palma to determine compliance with Municipal code regulations. The inspections were conducted by the City's Business License/Code Enforcement Officer with support from the La Palma Police Department and the La Palma Building and Safety Division. Inspections revealed that there were a number of existing massage establishments that were noncompliant with the Municipal Code regulations. As a result, four (4) massage establishments were closed during that time, including a massage parlor, Diamond Spa, previously located at the subject site.

The subject site is located on the west side of Valley View Street between the Southern California Edison right-of-way and La Palma Avenue, and is designated NC Zoning District according to the City's Zoning Map. The site is bordered by Casa La Palma Apartments to the north and residential homes to the west, a commercial center to the east, and Dollar Tree to the south. The subject property is a multi-tenant commercial center and the proposed use is located within a 1,200 square-foot commercial suite and approximately 1,000 linear feet west from Miller Elementary School.

Surrounding zoning and land uses are as follows:



On May 1, 2024, the Applicant was issued a Business License to operate a beauty salon without massage services. Prior to issuance of the Business License, it was made clear to the Applicant by City staff that a Conditional Use Permit is required for massage establishment use and the Applicant intended to submit a separate CUP application and refrain from any massage use. Starlight Day Spa began operating its business with waxing and beauty treatments.

On August 15, 2024, the Applicant submitted its CUP application. Upon receipt of the CUP application and onsite inspection of existing business operations, City staff observed lighted signage advertising “massage” at the front desk, a posted menu of massage services in the entry area, and photographs of massages displayed on the walls. In response, the City’s Code Enforcement Officer was sent to the property to investigate and observed employees and patrons leaving the premises with haste out the back of the suite and left the business empty. La Palma Police Department officers were dispatched to the site for backup until another employee arrived and secured the empty business. City staff gave a verbal notification that massage services were not a permitted use. In addition, Community Development Department staff discovered that the business was also posting online advertising of massage services on its company website, discounted promotions of massages on Groupon.com, and suggestive advertisements on Craigslist.org. On August 19, 2024, a formal Cease and Desist Order (*Attachment 3*) was issued to the Applicant for unpermitted operations of a massage establishment use.

ANALYSIS:

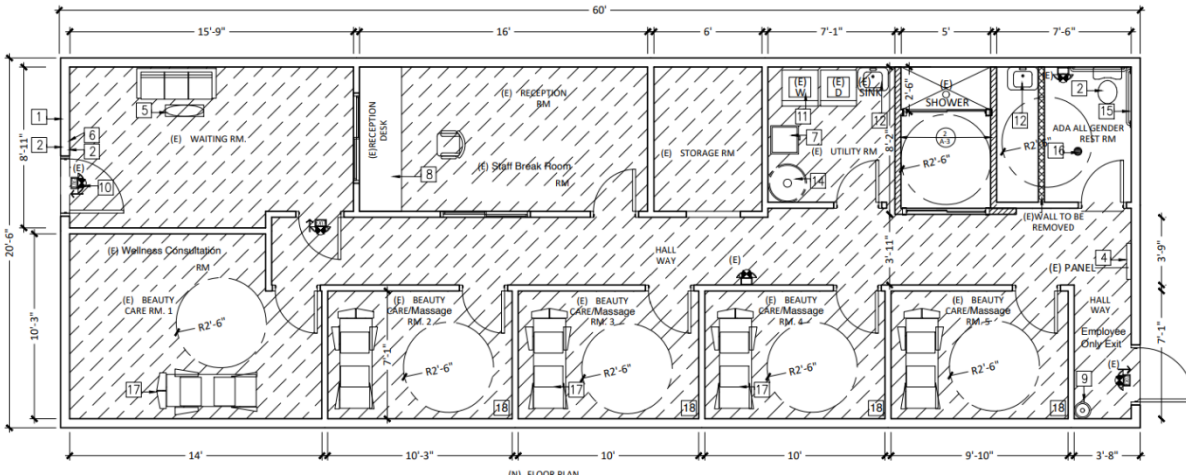
The Applicant has submitted a business plan and proposed site/floor plan of Starlight Day Spa, provided as “**EXHIBIT A**” to *Attachment 2*. Starlight Day Spa has been in operation at the subject property since July 2024.

General Operations: According to the Applicant’s CUP application, the massage establishment will conduct all services entirely within the 1,200 square-foot commercial/retail space within the La Palma Collection. Weekly business operations for the massage facility will be conducted between the hours of 9:00 a.m. to 8:00 p.m., Monday through Sunday. The business is described as a beauty and massage establishment that will offer professional passage therapy and selected beauty services, including facials, waxing, skin treatments, nail care, massage, and complementary massage therapy. The business plan states that the establishment will primarily offer beauty services and, secondarily, massage therapy services.

Starlight Day Spa’s existing services include waxing, shaving, and facial treatments. The following massage services are proposed to be added: Swedish massage, sports massage, deep tissue, pre-natal, and body scrub at varying session intervals from 30 to 90 minutes.

Floor Plan: Customers access the facility through the front door into a waiting room and reception desk. The massage rooms are located behind a closed door in a hallway. The floor plan includes a waiting room, a reception room, five (5) beauty care/massage rooms, a storage room, and a utility room with a washer/dryer and separate sink. The existing restroom is proposed to be remodeled to accommodate an ADA-compliant all-gender restroom and a separate shower facility designed for single-person use. The City’s Municipal Code requires that the facility comply with regulations related to adequate lighting for each room, interior doors cannot have any locking mechanisms, and the rear door will include a sign that is marked as “Employee Exit Only.” Each massage room will include a secure locker for patrons.

Below is the proposed floor plan layout:



Inspection: In accordance with La Palma Municipal Code Chapter 44 Subdivision III. - Massage Facilities, all massage establishments operating within the City shall adhere to specific operational standards and prohibited conduct. These regulations provide the necessary structure for protecting the public health, safety, and general welfare of all citizens, businesses and property owners in the surrounding area that make up the La Palma Community. When these standards are not complied with, a business may impair the integrity and character of the Zoning District in which it is located, resulting in an adverse effect on abutting or adjacent businesses and properties in the surrounding area. Adverse impacts can have the most effect upon sensitive land use receptors such as La Palma's residential neighborhoods, schools, and the licensed business community. Violation of these requirements may result in the potential revocation of any prior approvals and denial of pending approvals, resulting in the forced closure of a business determined to be operating in violation of these requirements, or in a manner that creates a nuisance and/or threat to the general health and welfare of the public.

Upon an inspection by the City's Business License/Code Enforcement Officer with support from the La Palma Police Department and the La Palma Building and Safety Division, it was revealed that Starlight Day Spa is noncompliant with Municipal Code requirements. Section 44-230 (9) (Advertisements) states the following:

"No massage establishment owner, operator, manager, employee or independent contractor shall place, publish or distribute, or cause or allow to be placed, published or distributed, any advertising matter that would reasonably suggest to prospective patrons that any service is available unless such service is listed on the massage establishment's list of available services required under subsection (4)."

Online advertisements for the Starlight Day Spa were screen-captured and have been included within the Inspection Report provided as *Attachment 2*. The advertisements were found on social media platforms, the Starlight Day Spa website, and on known websites (i.e. Craigslist.org and rubmaps.com) are historically linked to perpetuating and facilitating the occurrences of prostitution and human sex trafficking. Massage services advertised in online ads were not permitted by the City of La Palma.

Furthermore, following an inspection by the City's Business License/Code Enforcement Officer with support from the La Palma Police Department and the La Palma Building and Safety Division, it has been revealed that Starlight Day Spa is not adhering to the below identified Municipal Code requirements. Section 44-232 (g) (Prohibited Conduct) states the following:

"No massage establishment shall have installed or utilize any signaling devices of any type to alert

employees and/or patrons to the presence of law enforcement or other persons charged with enforcement of the provisions of this Code and/or other applicable laws and regulations.”

The Starlight Day Spa has installed cameras on the reception desk concealed in the faux flower decorations that lead into the main hallway of the massage establishment.

Findings for Denial: Massage establishments in the NC Zoning District require approval of a CUP. The La Palma City Council is the decision body with review authority for the requested CUP. City staff prepared findings of denial in the Resolution (*Attachment 1*) for CUP 394.

Conflict of Interest (500 feet): None.

ENVIRONMENTAL REVIEW:

In accordance with the California Environmental Quality Act (CEQA) and the State CEQA Guidelines, staff has determined that adoption of the prepared Resolution is exempt from environmental review in accordance with Sections 15061(b)(4) and 15270(a) of the CEQA Guidelines, because CEQA does not apply to projects which a public agency rejects or disapproves.

NOTIFICATION:

Public hearing notices were sent via mailer to all property owners and tenants within 300 feet of the proposed Project, published in the February 19, 2025, edition of the local *Event-News Enterprise* newspaper, and posted at three locations: (1) on the Bulletin Board of the City Manager-City Clerk's Office, City Hall, 7822 Walker Street, La Palma, California 90623; (2) on the Bulletin Board at the La Palma Community Services Department, 7821 Walker Street, La Palma, California 90623; and (3) subject site. The City also increased awareness of this Public Hearing through the use of its digital technology capabilities that include the Notify Me alerts and the City Website.

CONCLUSION:

Staff recommends that the City Council deny approval of the CUP. Even in legitimate massage parlors that operate legally and provide valuable therapeutic services, there can be concerns about professional ethics and boundaries. The potential for illicit activities and other concerns necessitates careful regulation and oversight, especially given that City staff issued a Cease and Desist Order for unpermitted activity.

FISCAL IMPACT:

None.

ATTACHMENTS:

1. Resolution for CUP Denial
2. Resolution for CUP Denial - Exhibit A
3. Cease and Desist Order

RESOLUTION NO. CC 2025-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PALMA, CALIFORNIA DENYING CONDITIONAL USE PERMIT 394 A REQUEST BY THE APPLICANT, TOM SCOTT, OWNER OF THE STARLIGHT DAY SPA, LOCATED AT 7951 VALLEY VIEW STREET (APN 263-061-12) TO OPERATE A MASSAGE ESTABLISHMENT IN THE NEIGHBORHOOD COMMERCIAL (NC) ZONING DISTRICT

WHEREAS, the City of La Palma wishes to protect and preserve the quality of the non-residential and residential areas of the City, as well as the quality of life throughout the City, through effective land use and planning; and,

WHEREAS, the subject property located at 7951 Valley View Street, La Palma, CA, 90623 (APN 263-061-12) and is in the Neighborhood Commercial (NC) Zoning District; and,

WHEREAS, located in the NC Zoning District, a “massage establishment” use requires approval of a Conditional Use Permit; and,

WHEREAS, an application for Conditional Use Permit 394 was submitted on August 19, 2024 by the Applicant, Tom Scott, owner of the Starlight Day Spa to operate a massage establishment use within the floor plan provided as “**EXHIBIT A**” attached hereto; and,

WHEREAS, Table IV-1 “Review Authority” in City Code Section 44-485 identifies the City Council as the approval authority for Conditional Use Permits; and,

WHEREAS, in accordance with the California Environmental Quality Act (CEQA) and the State CEQA Guidelines, staff has determined that adoption of the prepared Resolution is exempt from environmental review in accordance with Sections 15061(b)(4) and 15270(a) of the CEQA Guidelines, because CEQA does not apply to projects which a public agency rejects or disapproves.; and,

WHEREAS, all owners of property within 300 feet of the proposed Project and current tenants in the medical office building on the subject property were notified prior to the Public Hearing, and notice of the hearing was published in the February 19, 2025, edition of the local *Event-News Enterprise* newspaper at least ten days prior to the Public Hearing; posted at City Hall, Central Park, La Palma Library, on the Project site and via the City’s digital technology; and,

WHEREAS, on March 4, 2025, the City Council of the City of La Palma conducted a duly noticed Public Hearing on Conditional Use Permit 394, and considered testimony and evidence presented by the Applicant, the public, City staff, and other interested parties, at the hearing held with respect thereto.

NOW, THEREFORE, the City Council of the City of La Palma resolves as follows:

SECTION 1. The foregoing recitals are incorporated herein and made a part hereof.

SECTION 2. Based on the evidence presented in the findings set forth, Conditional Use Permit 394 is hereby found to be inconsistent with the City of La Palma General Plan and Municipal Code and their implementation thereof.

SECTION 3. Based on substantial evidence presented to the La Palma City Council during the Public Hearing conducted with regard to the Application for Conditional Use Permit 394, including written staff reports, verbal testimony and public input, the La Palma City Council hereby specifically finds pursuant to La Palma Municipal Code (LPMC) Section 44-851 as follows:

- 1) The proposed massage establishment use will: (1) impair the integrity and character of the district, (2) does not comply with all applicable provisions of the Municipal Code. While massage uses may be conditionally permitted in the NC Zoning District with a CUP, the specific location and proposed operations raise concerns regarding the intent of the NC Zoning District, which is to provide localized commercial retail and service activities that are compatible with adjacent residential areas. The application contains false and misleading information in that the application describes the business as a beauty salon, however, the Applicant has posted on internet websites and social media platforms non-supported services advertising massage services using photographs of women without clothing. Furthermore, the facility is not in compliance with LPMC Section 44-232(g), which states that “no massage establishment shall have installed or utilize any signaling devices of any type to alert employees and/or patrons to the presence of law enforcement or other persons charged with enforcement of the provisions of this Code and/or other applicable laws and regulations.” The property has installed cameras in the reception area and front desk that leads into the main hallway of the business, which is in violation of LPMC Section 44-232(g). Therefore, the provided business plan does not adequately address the provisions of the Municipal Code.
- 2) The proposed massage establishment use is inconsistent with the goals, policies, general land uses, and programs of the General Plan, and any applicable specific plan and is not in compliance with all City, State, and federal laws and regulations. The Starlight Day Spa was operating and advertising as a massage establishment without a use permit and is in violation of LPMC Section 44-230(9) Advertisements that states “no massage establishment owner, operator, manager, employee or independent contractor shall place, publish or distribute, or cause or allow to be placed, published or distributed, any advertising matter that would reasonably suggest to prospective patrons that any service is available unless such service is listed on the massage establishment’s list of available services required under subsection (4).” The proposed use conflicts with the La Palma General Plan GOAL LU-4 to facilitate a mix and diversity of land uses while remaining sensitive to La Palma’s small town character.
- 4) The denial of the Applicant’s Conditional Use Permit 394 for the proposed massage facility land use is in compliance with the requirements of the California Environmental Quality Act (CEQA) (Public Resources Code § 21000 et seq.).
- 5) The site is not suitable for the type and intensity of use in that the site’s proximity to sensitive receptors, given that the proposed use is located within 1,000 feet of Miller Elementary School and immediately adjacent to residential areas to the north

and west, which makes it unsuitable for a business that may generate secondary effects associated with massage parlors such as increased traffic, noise, and potential for illegal activities.

- 6) The proposed use will have adverse effect on abutting or adjacent properties and is not compatible with those properties. The inspection conducted by City staff, which resulted in employees and patrons fleeing from the business out the back of the suite, raises safety concerns of ongoing illicit activity, which will have a direct, adverse effect on abutting and adjacent properties, and is not compatible with residential homes immediately located behind the subject site.
- 7) The proposed use will be adverse to the public health, safety, or general welfare because the business has been found to be operating a massage use without an approved CUP and is in violation of the Municipal Code massage establishment regulations, which raises concerns regarding potential secondary effects and illicit activities associated with massage parlors, such as human trafficking and prostitution, attraction of criminal elements, and the perception of the neighborhood which can be negatively affected by the presence of such business.

SECTION 4. Based on the foregoing, the City Council of the City of La Palma hereby denies Conditional Use Permit 394 a request by the Applicant, Tom Scott, owner of Starlight Day Spa located at 7951 Valley View Street, La Palma, CA 90623 (APN 263-061-12) to operate a massage establishment.

SECTION 5. This Project denial shall become effective following the expiration of a fifteen (15) day appeal period without filing of an appeal application. The appeal period shall expire Wednesday, March 19, 2025 at 6:00 p.m.

APPROVED AND ADOPTED by the City Council of La Palma at a regular meeting on the 4th day of March, 2025.

Mark Waldman
Mayor

ATTEST:

Kimberly Kenney
City Clerk

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS
CITY OF LA PALMA)

I, KIMBERLY KENNEY, City Clerk of the City of La Palma, California, DO HEREBY CERTIFY that the foregoing Resolution was adopted by the City Council of said City at a regular meeting of said City Council held on the 4th day of March, 2025, and that it was so adopted by called vote as follows:

AYES:

NOES:

Kimberly Kenney
City Clerk

EXHIBIT A

**Starlight Day Spa
7951 Valley View Street, La Palma, CA, 90623
(APN 263-061-12)**

[Behind This Page]

Starlight Day Spa Business Plan for Conditional Use Permit 394 Beauty and Massage Services Establishment Facility

1. Business Overview:

Name of Business: Starlight Day Spa

Location: 7951 Valley View Street La Palma Ca 90623

Business Type: Beauty and Massage Services

Hours of Operation: 9:00 AM – 8:00 PM, Monday through Sunday

The beauty and massage establishment will offer professional massage therapy and selected beauty services in compliance with state and local regulations. The primary services will include beauty services like facials, waxing, and skin treatments, nail care, massage and complementary massage therapy.

2. Licensing and Compliance:

- All massage therapists will hold valid certifications from the California Massage Therapy Council (CAMTC). Copies of these licenses will be provided upon resubmittal, along with the business's operational licenses.
- The business operator will secure all necessary permits, including a Conditional Use Permit from the City of La Palma and a business license as outlined in Subdivision III of the La Palma Municipal Code.
- Managers will ensure compliance with all licensing requirements and will act as day-to-day supervisors of operations.

3. Staffing and Operations:

- Number of Employees: Approximately 1 to 3 certified and licensed massage therapists and certified and licensed estheticians.
 - NOTE: None are employed at this time, once we have attained the CUP from the City of La Palma we will begin the hiring process for a certified and licensed massage therapist.
- Manager(s): Michell M. Tran will manage day-to-day operations, ensure compliance with city regulations, and handle customer interactions and any issues that arise.
- Employee Certifications: Copies of the CAMTC certifications and state licenses for all massage therapists will be provided, and all estheticians will hold appropriate state licenses.

4. Service Menu and Pricing:

Waxing & Shave

Eyebrows	\$20.00
Nose or Ears	\$20.00
Lips or Chin	\$20.00
Armpits	\$20.00
Chest & Tummy	\$50.00
Back & Shoulder	\$60.00
Half Arms	\$25.00
Full Arms	\$50.00
Half Legs	\$35.00
Full Legs	\$65.00
Brazilian	\$70.00
Full Bikini	\$60.00
Bikini Lines	\$35.00
Full Butt & Crack	\$50.00
Crack	\$20.00
Full Body Wax	\$250.00
Full Body Shave	\$220.00

Facial Treatment

Acne Facial	\$75.00
Age Management Facial.	\$85.00
European Hydrating Facial.	\$90.00
Vitamins C Facial.	\$80.00
Basic Back Facial.	\$55.00
Back Acne Facial	\$65.00

Massage Types Swedish Massage

30 minutes	\$45.00
45 minutes	\$55.00
75 minutes	\$85.00
90 minutes	\$100.00

Sports Massage

60 minutes	\$75.00
75 minutes	\$85.00
90 minutes	\$115.00

Deep Tissue

60 minutes	\$75.00
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75 minutes \$85.00
90 minutes \$115.00

Pre-Natal Massage

60 minutes \$85.00
75 minutes \$105.00
90 minutes \$125.00

Body Scrub

30 minutes sessions \$50
45 minutes sessions \$60
60 minutes sessions \$70

Add on's

Manicures	\$18.00 (No Colors)
Pedicure	\$25.00 (No Colors)
Paraffin	\$5.00
Hot Stone	\$10.00
Back Mask	\$10.00
Foot Herbs Soak Detox	\$35.00
Cupping Therapy	\$75 (sessions)

Facial Treatment

Basic Back Facial.	\$55.00
Basic Back Acne	\$65.00
Acne Facial	\$75.00
Age Management Facial.	\$85.00
Vitamins C Facial.	\$80.00
European Hydrating Facial	\$90.00

5. Services Provided:

- The establishment will primarily offer beauty services (facials, waxing, skin treatments), secondarily massage therapy services in compliance with CAMTC regulations.
- The site plan includes private beauty treatment rooms as well as massage rooms. Salon stations and treatment areas will be clearly identified in the revised floor plans.

6. Floor Plan and Facility Layout:

- Beauty and Skincare Areas: Separate rooms for beauty treatments like facials and waxing.
- beauty Treatments: Designated areas for hair-related services will be shown on the revised floor plan.
- Private Massage Rooms: Designated for massage services.
- ADA Compliance: The establishment will comply with all ADA requirements, including accessible restrooms, showers, and entryways.

7. Facility Compliance with La Palma Municipal Code:

- Entrance/Exit: Customers will enter and exit through the front door, as required by Section 44-231. The rear door will be marked as "Employee Exit Only."
- Lighting: Minimum lighting standards will be met per Section 44-278. Each room will have at least one 40-watt light that will remain on while occupied by patrons.

Bathing and Dressing Facilities:

- Adequate facilities will be provided, including a shower, toilet, sink, and separate dressing rooms for each patron. Lockers will be provided for patrons to secure their belongings. These facilities will be reflected in the floor plans.
- Separate massage rooms and single use toilet facilities will be provided for male and female patrons, in compliance with Section 44-231 (8).
- Washbasins for Employees: Each employee will have access to a washbasin with soap and running water, as required by Section 44-231 (12).

8. Code Compliance:

- Interior Door Mechanisms: No treatment room will have a locking mechanism, ensuring that doors can be accessed at all times, per Section 44-231 (13)(c).
- Signage: All required signage will be installed, including exit signs and appropriate notices for employee exits.
- Fire Safety: The establishment will comply with Orange County Fire Authority standards and provide the necessary documentation and fee payment.
- Plumbing and Mechanical Systems: Plans will be provided to demonstrate compliance with the latest building, plumbing, electrical, and mechanical codes.

9. Building and Fire Code Compliance:

- Revised floor plans will show room dimensions, exit signs, fire extinguishers, and ventilation systems.
- Plans for the laundry room (including venting systems for washers/dryers) and plumbing for washbasins and showers will be submitted.

- The lighting in all massage rooms will meet the code requirements, as per Section 44-231 (4) and 44-278.

10. Code Enforcement Response:

We acknowledge the Cease and Desist order dated August 15, 2024, for operating without proper approvals. All operations have been suspended until the Conditional Use Permit is granted.

11. Additional Requirements:

- A separate check for \$418 will be submitted for Orange County Fire Authority review and approval.
- Any structural improvements or alterations will be designed in accordance with the latest building, plumbing, and electrical codes, as mandated by the City of La Palma.

This business plan outlines the key steps, and compliance measures we are implementing to ensure the successful operation of the massage establishment. All revisions and documentation will be provided in digital and physical formats as requested.

If you require any additional information or further clarification, please feel free to contact us.

Sincerely,
Thomas Scott
President
iGroup Development, Inc.
213-300-3873

Starlight

DAY SPA

Waxing & Shave

Eyebrows.....	\$20.00
Nose or Ears.....	\$20.00
Lips or Chin.....	\$20.00
Armpits.....	\$20.00
Chest & Tummy.....	\$50.00
Back & Shoulder.....	\$60.00
Half Arms.....	\$25.00
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Brazilian.....	\$70.00
Full Bikini.....	\$60.00
Bikini Lines.....	\$35.00
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Full Body Shave.....	\$220.00

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Vitamins C Facial.....	\$80.00
Basic Back Facial.....	\$55.00
Back Acne Facial.....	\$65.00



Massage Types

Swedish Massage

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45 minutes.....	\$55.00
75 minutes.....	\$85.00
90 minutes.....	\$100.00

Sports Massage

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75 minutes.....	\$85.00
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60 minutes.....	\$85.00
75 minutes.....	\$105.00
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Body Scrub

30 minutes sessions..... \$50

45 minutes sessions.....\$60

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Add ons

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Basic Back Acne.....	\$65.00
Acne Facial.....	\$75.00
Age Management Facial.....	\$85.00
Vitamins C Facial.....	\$80.00
European Hydrating Facial.....	\$90.00

3. ALL WORKS SHALL COMPLY WITH ALL APPLICABLE CODES INCLUDING BUT NOT LIMITED TO THE 2021 IACBC LOCAL ZONING AND BUILDING CODE AND ALL REGULATIONS, REQUIREMENTS OF THE GOVERNMENT AGENCIES.
2. THE GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITION AT THE JOB SITE AND SHALL BE FOR CONDITION OF ALL WORK AND MATERIAL, INCLUDING THOSE FURNISHED BY SUB-CONTRACTORS HE WILL I NOTIFY THE DESIGNER OR ENGINEER OF ANY DISCREPANCIES.
3. THE CONSTRUCTION) REMODEL, OR DEMOLITION OF A BUILDING SHALL COMPLY WITH FIRE CODE CFC.
4. ALL MATERIAL AND WORKMANSHIP SHALL BE PERFORMED IN ACCORDANCE WITH LOCAL STANDARD AND CBC REQUIREMENT.
5. THE CONTRACT DRAWING AND SPECIFICATION REPRESENT THE FINISHED STRUCTURE, UNLESS OTHERWISE SHOWN THEY DO NOT INDICATED THE METHOD OF CONSTRUCTION. THE CONTRACTOR, REMODEL SHALL PROVIDE MEASURES NECESSARY TO PROTECT THE STRUCTURE WORKERS AND OTHER PERSONS DURING DEMOLITION AND CONSTRUCTION, SUCH MEASURE SHALL INCLUDE BUT NOT LIMITED TO BRACING, SHORING, SCAFFOLDING, PLANTING, ETC. CONTRACTOR AT HIS OWN EXPENSE SHALL ENGAGE PROPERLY QUALIFIED PERSONS TO PRECAUTIONARY MEASURES SHALL BE USE AND IN SAME AT JOB SITE OBSERVATION VISITS TO THE SITE BY THE DESIGNER OR ENGINEER SHALL NOT INCLUDE INSPECTION OF THE ABOVE ITEMS.
6. WHERE NO CONSTRUCTION DETAILS ARE SHOWN OR NOTED FOR ANY PART OF THE WORK) THE DETAILS SHALL BE THE SAME FOR OTHER SIMILAR WORK,
7. NOTES AND DETAILS ON THE DRAWINGS SHALL TAKE PRECEDENCE OVER THE GENERAL NOTES AND DETAIL OF THIS SHEET
8. UNLESS SPECIFICALLY SHOWN OR NOTED ON THE DRAWING, NO STRUCTURAL MEMBER SHALL BE CUT, NOTCHED, BORED, OR OTHERWISE WEAKENED WITHOUT THE PERMISSION OF THE STRUCTURAL ENGINEER,
9. INSTALL WEATHER STRIPPING COMPLETELY AROUND EXTERIOR SWINGING DOOR AND WINDOW IF APPLICABLE.
10. ALL EXITS SHALL BE OPERABLE FROM INSIDE EGRESS SIDE WITHOUT USE OF KEY OR SPECIAL KNOWLEDGE 2021IACBC
11. MANUFACTURED WINDOWS AND DOOR UNITS WILL BE LABELED AS MEETING A.M.S.I. STANDARDS FOR AIR INFILTRATION,
12. AISLES SHALL BE 44" MIN. TO REQUIRED EXITS.
13. EXIT CORRIDORS SHALL BE 1 HOUR RATED,
14. ALL GLASS SHALL COMPLY WITH THE REQUIREMENTS OF THE 2021 IACBC SUSPENDED CEILING FRAMING SYSTEMS ARE TO BE DESIGNED FOR LATERAL FORCES IN ACCORDANCE WITH THE C.B.C 2021 IACBC
15. EXIT SIGNS MUST BE INTERNALLY ILLUMINATED 2021 IACBC THE WORD 'EXIT' SHALL BE INTERNALLY ILLUMINATED THE WORD 'EXIT' SHALL BE LETTERED IN GREEN OR WHITE OR OPAQUE BACKGROUND.
16. PROVIDE TWO SEPARATE CIRCUITS FOR EXIT SIGNS CONFORMING TO CODE REQUIREMENTS EXIT SIGN POWER SOURCE PER 2021 IACBC.
17. INSULATE DRAINS AND HOT WATER LINES IN RESTROOM LAVATORY & SINK. THERE SHALL BE NO SHARP OR ABRASIVE SURFACES BELOW LAVATORIES AND SINK CBC 2021;ACBC FLAMMABLE OR HAZARDOUS MATERIALS SHALL NOT BE STORED IN EXCESS OF QUANTITIES LISTED IN C.B.C. OR JUSTIFY PER CODE, ACTUAL VS. ALLOWABLE,
18. LIGHTING FIXTURES SHALL BE SUPPORTED BY A MIN. OF NO-12 GAUGE HANGERS ATTACHED TO THE GRID MEMBERS WITHIN 3 INCHES OF EACH CORNER ALSO MINIMUM TO TWO WIRES ATTACHED TO THE LIGHT FIXTURES,
19. PROVIDE 12" INCH HIGH ADDRESS POSTING VISIBLE FROM THE STREET.
20. THIS PERMIT DOES NOT INCLUDE ANY HIGH PILE STORAGE (PER CFC) OR RACK STORAGE OVER 8 FEET HIGH. ANY SUCH PROPOSED STORAGE WILL REQUIRE PLANS SUBMITTED FOR REVIEW AND APPROVAL AND ISSUANCE OF PERMITS.
23. CITY INSPECTOR TO VERIFY EXISTING FACILITIES ARE PROVIDED TO ACCESS AREA COVERED UNDER THIS APPROVED PLAN.
24. THE INSPECTOR MAY REQUIRE ADDITIONAL EXIT SIGNS AT THE TIME OF FINAL INSPECTION.

1. HAND ACTIVATED DOOR OPENING HARDWARE SHALL BE CENTERED BETWEEN 34 INCHES AND 44 INCHES ABOVE THE FLOOR LATCHING AND LOCKING DOORS THAT ARE HAND ACTIVATED AND WHICH ARE IN THE PATH OF TRAVEL SHALL BE OPERABLE WITH A SINGLE EFFORT BE LEVER TYPE HARDWARE, BY PANIC BARS, PUSH-PULL ACTIVATING BARS, OR OTHER HARDWARE DESIGNED TO PROVIDE ACCESS WITHOUT REQUIRING THE ABILITY TO GRASP THE OPENING HARDWARE LOCKED EXIT DOORS SHALL OPERATE AS ABOVE IN EGRESS DIRECTION. SEE
2. ALL PRIMARY ENTRANCES TO BLDG, SHALL BE MADE ACCESSIBLE TO THE PHYSICALLY DISABLED.
3. MAXIMUM EFFORT TO OPERATE DOOR SHALL NOT EXCEED 5.0 POUNDS FOR INTERIOR DOORS, AND 5 POUNDS FOR EXTERIOR DOOR, SUCH PULL OR PUSH EFFORT BEING APPLIED AT RIGHT ANGLES TO HINGED DOOR AND AT THE CENTER PLANE OF SLIDING OR FOLDING DOOR. COMPENSATING DEVICES OR AUTOMATIC DOOR OPERATORS MAY BE UTILIZED TO MEET THE ABOVE STANDARDS. WHEN FIRE DOORS ARE REQUIRED, THE MAXIMUM EFFORT TO OPERATE THE DOOR MAY BE INCREASED TO THE MINIMUM ALLOWABLE BY THE APPROPRIATE ADMINISTRATIVE AUTHORITY, NOT TO EXCEED 15 LB.
4. EXIT DOORS SHALL SWING IN THE DIRECTION OF EXIT TRAVEL WHEN SERVING MORE THAN 50 PERSONS.
5. PROVIDE SELF-CLOSING DEVICE 5.0 POUNDS MAXIMUM AT INTERIOR DOORS, 5.0 POUNDS MAXIMUM AT EXTERIOR DOOR, 5 POUNDS MAXIMUM AT FIRE RATED EXIT DOORS.
6. WIDTH AND HEIGHTS EVERY REQUIRED EXIT DOORWAY SHALL BE OF A SIZE PERMITTING THE INSTALLATION OF A DOOR NOT LESS THAN 3 FEET IN WIDTH AND NOT LESS THAN 6 FEET AND 8 INCHES IN HEIGHT. WHEN INSTALLED IN EXIT DOORWAYS, EXIT DOOR SHALL BE CAPABLE OR OPENING AT LEAST 90 DEGREES AND SHALL BE SO MOUNTED THAT THE CLEAR WIDTH SHALL BE MEASURED WITH THE DOOR POSITIONED AT AN ANGLE OF 90 DEGREES FROM ITS CLOSED POSITION AT LEAST ONE OF A PAIR OF DOORS SHALL MEET THIS OPENING WIDTH REQUIREMENT, REVOLVING DOORS SHALL NOT BE USED REQUIRED ENTRANCE FOR THE DISABLE.
7. THE BOTTOM OF 10" OF ALL DOOR (EXCEPT SLIDING AND AUTOMATIC) SHALL HAVE A SMOOTH UNINTERRUPTED SURFACE. SPECIAL LOCKING DEVICES SHALL BE OF AN APPROVED TYPE COVER UNDER TITLE 19.
8. ALL DOORS SHALL HAVE 1/2" DOME DOOR STOPS TO BE FLOOR MOUNTED. USE WALL MOUNTED STOPS IF FLOORING IS GYPCRETE.
9. THRESHOLD AT DOOR WAY SHALL NOT EXCEED 1/2" IN HEIGHT ABOVE THE FINISHED FLOOR OR LANDING. RAISED THRESHOLDS & FLOOR LEVEL CHANGES GREATER THAN $\frac{1}{4}$ " AT DOOR WAY SHALL BE BEVELED WITH A SLOPE NOT GREATER ONE UNIT VERTICAL IN TWO UNITS HORIZONTAL (50 PERCENT SLOPE) 2018 IACBC
10. THERE SHALL BE A CLEAR AREA ON EACH SIDE OF DOOR, 60 INCHES DEEP IN DIRECTION OF DOOR SWING AND 44" DEEP IN DIRECTION OPPOSITE OF DOOR SWING. MANEUVERING CLEARANCES AT DOORS PER 2021 IACBC ALL DOOR REQUIRING HANDICAP ACCESSIBILITY SHALL HAVE THE WIDTH OF THE LEVEL AREA ON THE SIDE TO WHICH, THE DOOR SWINGS EXTEND 24 INCHES PAST THE STRIKE EDGE OF THE DOOR FOR EXTERIOR DOORS AND 18 INCHES PAST THE STRIKE EDGE FOR INTERIOR DOORS. MANEUVERING CLEARANCE AT DOOR PER 2021 IACBC WALKS AND SIDE WALKS SHALL HAVE A CONTINUOUS COMMON SURFACE NOT INTERRUPTED BY STEPS OR BY ABRUPT CHANGED IN LEVEL EXCEEDING $\frac{1}{4}$ " INCH IN THE DIRECTION OF TRAFFIC FLOW.
11. THE SLOPE IN THE DIRECTION OF TRAVEL OF ANY WALK SHALL COMPLY WITH THE PROVISIONS FOR PEDESTRIANS RAMP.
12. THE TENANT SPACE PRIMARY ENTRANCES, AND THE PATH OF TRAVEL FROM THE ENTRANCE TO THE TENANT SPACE, AND THE SANITARY FACILITIES, DRINKING FOUNTAINS AND PUBLIC TELEPHONES SERVING THE TENANT SPACE SHALL BE ACCESSIBLE TO THE PHYSICALLY DISABLED.

1. ALL REQUIRED PERMITS MUST BE OBTAINED FROM THE FIRE DEPARTMENT BEFORE BUILDING IS OCCUPIED.
2. PLANS FOR ALL FIXED FIRE PROTECTION EQUIPMENT SUCH AS SPRINKLER SYSTEMS, FIRE ALARMS, ETC. SHALL BE SUBMITTED TO AND APPROVE BY THE FIRE DEPARTMENT BEFORE THIS EQUIPMENT'S IS INSTALLED OR ANY ALTERNATING IF APPLICABLE.
3. PROVIDE AND INSTALL ONE 2A 10BC FIRE EXTINGUISHER TO BE LOCATED WITHIN 75 FEET OF TRAVEL DISTANCE FROM ALL AREA IF APPLICABLE. PROVIDE 2 EXTINGUISHERS.
4. PROVIDE A SIGN ON OR NEAR THE EXIT DOOR READING 'THIS DOOR TO REMAIN UNLOCK WHEN BUILDING IS OCCUPIED' SIGN, USE LETTERS 1" HIGH ON A CONTRASTING BACKGROUND AT THE MAIN EXIT. SEE PLANS FOR LOCATION OF EXIT SIGN. CBC 2018 IBC
5. EXIT SIGN SHALL BE IN BLOCK LETTERS, A MIN. OF 6" HIGH, LAMINATE ON FACE OF SIGN.
6. EXIT SIGN SHALL BE IN A ACCORDANCE WITH 2021 LACBC MUST SHOW ON PLAN
7. DOORS OPENING INTO A 1-HOUR FIRE RATED CORRIDOR SHALL BE PROTECTED WITH A TIGHT FITTING SMOKE OR DRAFT SEALS AT HEAD AND JAMBS, DOOR ASSEMBLY RATING SHALL BE AS INDICATED OF DOOR FINISH SCHEDULE HOLE OPEN DEVICES ON RATED ASSEMBLY SHALL BE MAGNETICALLY OPERATED AND ACTIVATED BY SMOKE DETECTORS.
8. EXIT HARDWARE CAN OPEN INSIDE WITHOUT KEY, UNLOCK DOOR OR PANIC DEVICE
9. BUILDING NUMBER AND ADDRESS MUST BE VISIBLE AND READABLE FROM STREET OR ROAD FRONTING THE PROPERTY,
10. THE CONSTRUCTION, REMODEL, OR DEMOLITION OF A BLDG. SHALL COMPLY WITH THE 2018 IBC. ALL DECORATIVE MATERIALS AND INTERIOR FINISH ARE REQUIRED TO BE MAINTAINED IN FLAME-RETARDANT CONDITIONS MAXIMUM FLAME SPREAD = 200, MAXIMUM SMOKE DENSITY = 450 AND SHALL BE COMPLY WITH NFPA, FIRE DEPT. FINAL INSPECT. REQUIRED, SCHEDULE ALL INSPECTION 24HRS, IN ADVANCE.
11. THE FOLLOWING SUBMITTALS ARE DEFERRED AND MUST BE SUBMITTED SEPARATELY (A) FIRE SPRINKLER SYSTEM (B) FIRE ALARM SYSTEM IF APPLICABLE
12. ALL WORK WILL BE IN ACCORDANCE WITH THE CURRENT FIRE CODE

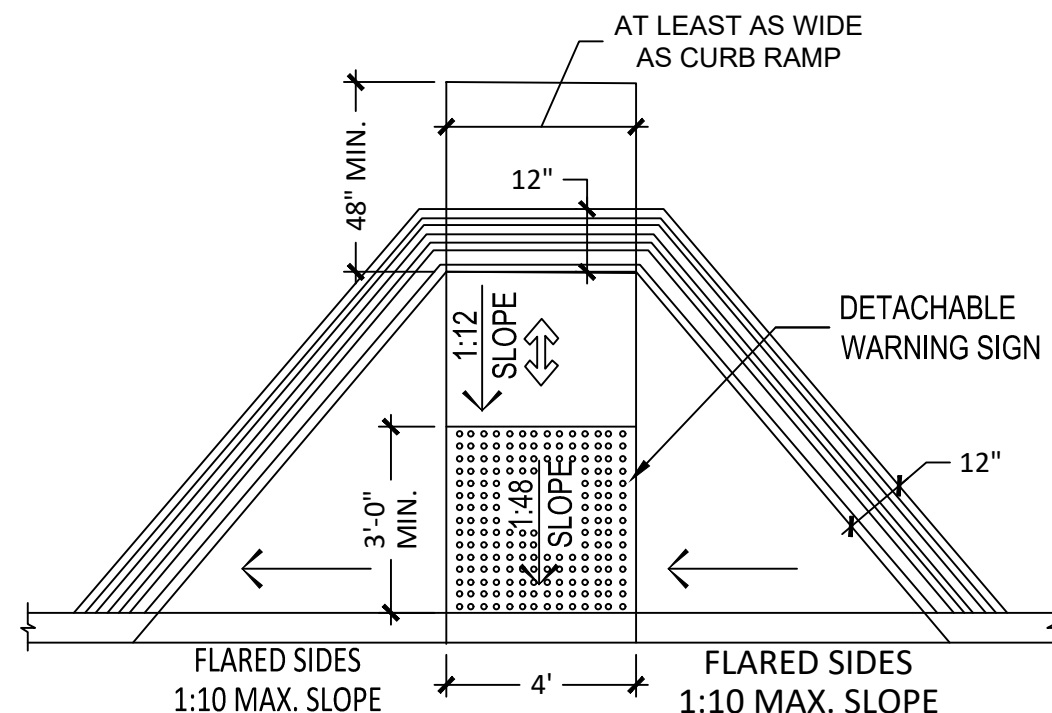
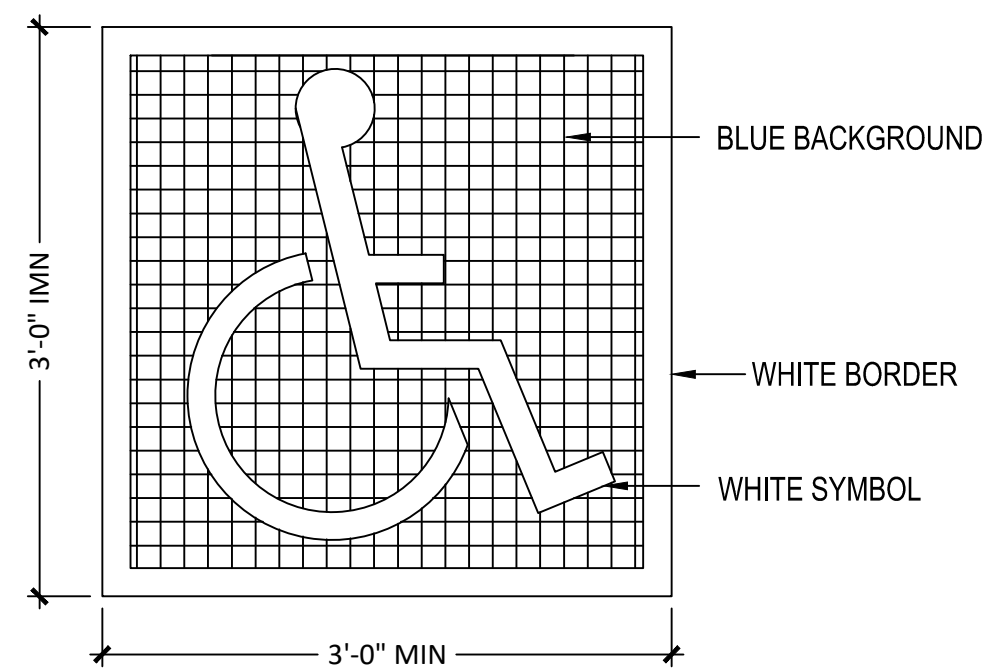
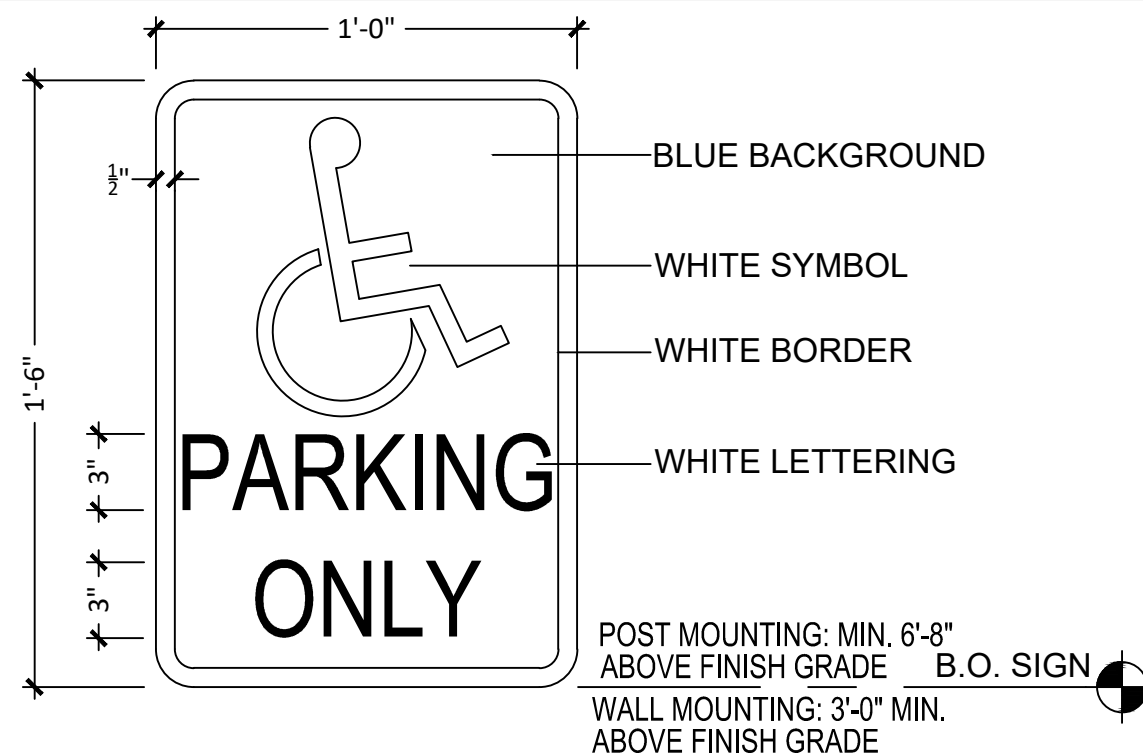
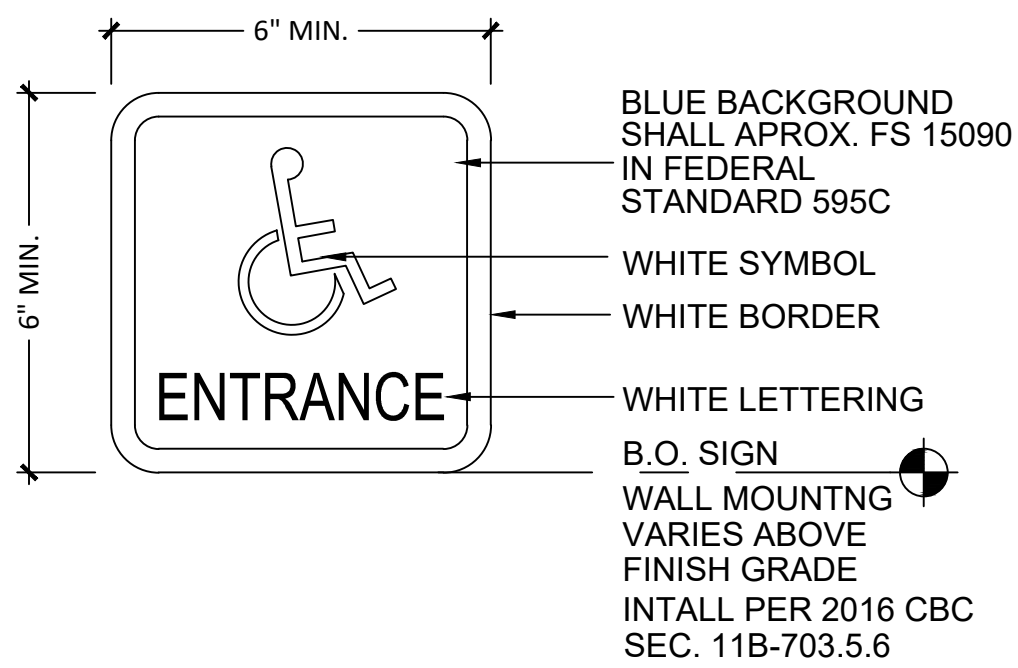
STARLIGHT DAY SPA

TEL: (714) 735-9494

PROJECT INFORMATION & BUILDING CODE DATA		STORE OWNER		DRAWING PREPARED BY:	
AREA OF TENANT IMPROVEMENT = 1,200 SF APN #263-241-48 ZONE: N-C (NEIGHBORHOOD COMMERCIAL) OCCUPANCY GROUP = B - NUMBER OF STORIES = ONE STORY MAX. OCCUPANT LOAD = 14 PEOPLE CONSTRUCTION TYPE = V-B, (E) BUILDING HAS NO SPRINKLER THESE PLANS WILL COMPLY WITH THE 2022 CBC, 2022 CPC, 2022 CMC, 2022 CFC, 2022 CEC, AND ALL STATE & LOCAL AMENDMENTS AND ORDINANCES		NAME: THOMAS SCOTT PHONE: (213)300-3873 EMAIL: IGROUPDEVELOPMENT@OUTLOOK.COM		<u>PROJECT ENGINEER</u> PE 13252 CENTURY BLVD, # N-1 GARDEN GROVE, CA 92843 (714) 829-5053	
		<u>T-24 ENERGY</u>		<u>ARCHITECTURE/DESIGNER</u>	
		<u>PERFECT DESIGN</u>		RONY TIEN LUONG	
		PERFECT DESIGN 13252 CENTURY BLVD SUITE N-1 GARDEN GROVE, CA 92843 (714) 499-4789		13252 CENTURY BLVD, SUITE #N-1 GARDEN GROVE, CA 92843 TEL. (714) 499-4798	
		<u>LANDLORD</u>		<u>VICINITY MAPS - NTS</u>	
		PROPERTY MANAGER CONTACT: Caron Wilson TEL (714-974-1010 Ext: 222) E-MAIL: cwilson@remmgroup.com		<u>SHEET INDEX</u> A-1 GENERAL NOTES, PROJECT DATA AND KEY NOTES A-1.1 SITE PLAN ENLARGE A-2 PROPOSED FLOOR & CEILING PL	

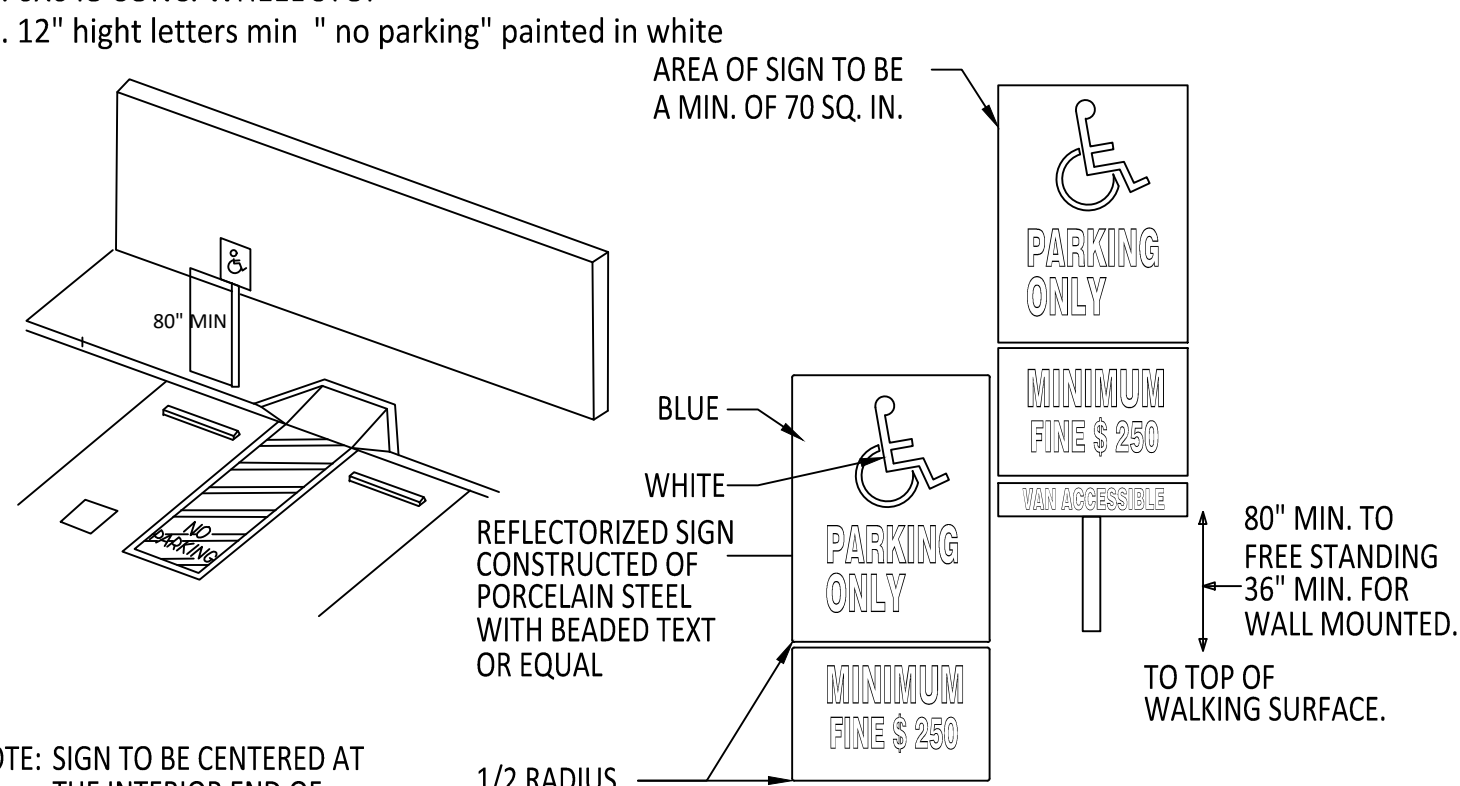
Figure 1 is a 3D bar chart titled 'Percentage of respondents by age group and gender who use the Internet'. The chart displays the percentage of respondents who use the Internet, categorized by age group (18-29, 30-49, 50-69) and gender (Male, Female). The y-axis represents the percentage, ranging from 0 to 100. The x-axis represents the age groups. The legend indicates that blue bars represent males and red bars represent females.

Age Group	Gender	Percentage (%)
18-29	Male	85
	Female	80
30-49	Male	75
	Female	70
50-69	Male	65
	Female	60



General - each space reserved for persons with disabilities shall be identified by a reflectorized sign permanently posted immediately adjacent to and visible from each stall or space, consisting of a profile view of the international Symbol of Accessibility in white on a dark blue background. such signs may also be centered on the wall at the interior end of the parking space

1. Signage is installed at each space.
2. Area of the sign(s) is not smaller than 70 square inches
3. When posted in a path of travel, the bottom of the sign is 80" minimum from the parking space finished graded.
4. The sign is located where there is an obstructed view of the sign from the parking space.
5. Van accessible parking spaces have an additional sign or additional language stating "van accessible" mounted below the symbol of accessibility.
6. An additional sign or addition language below the symbol of accessibility shall state "minimum fine \$250.00"
7. Stripes @ 36" O.C.
8. 6X648 CONC. WHEEL STOP
9. 12" high letters min " no parking" painted in white



(E) DISABLE ACCESS SYMBOL	5	(E) RAM ACCESSIBLE LAYOUT	4	(E) PARKING SIGN	3
---------------------------	---	---------------------------	---	------------------	---

Revision	Date
△ REV - 1	DEC-8-23
△ REV-2	DEC-23-23
△ REV-3	JAN-9-24
△ REV-4	FEB-5-24
△ REV - 5	3-14 -17

ABC
DESIGN
DEVELOPMENT
GROUP
12550 BROOKHRUST ST. # F
GARDEN GROVE, CA 92840

ABC DESIGN
DEVELOPMENT GROUP
HEREBY EXPRESSLY
RESERVES ITS COMMON LAW
COPYRIGHT AND OTHER
PROPERTY RIGHTS IN THESE
PLANS. THESE PLANS ARE NOT
TO BE COPIED, REPRODUCED
OR CHANGE IN ANY FORM OR
MANNER WHATSOEVER NOR
ARE THEY TO BE ASSIGNED TO
ANY THIRD PARTY WITHOUT
THE EXPRESS WRITTEN
PERMISSION AND CONSENT
OF ABC DESIGN
DEVELOPMENT GROUP

- 1- (E) DAY SPA ADD MASSAGE SERVICE
- 2- BUILD NEW PARTITION WALLS FOR NEW ADA SHOWER AND REMODEL REST ROOMS TO ADA
- 3- CONVERT (E) SHOWER TO ADA SHOWER
- 4- DEMO (E) WALLS (SEE A-2 DEMOLITION WALL) AT REST ROOM TO ENLARGE TOWARD FRONT SALON
- 5- PROVIDE INTERIOR FINISH FOR FLOOR, WALLS PAINTING

Project: **T.I. TENANT IMPROVEMENT FOR
STARLIGHT DAY SPA**
Address: **7951 VALLEY VIEW STREET
LA PALMA, CA 90623**

Design by: RONY LUONG
Drawn by: RL
Scale: AS NOTED
Date: DEC-8-23
Job Number: 934 1/2 2023
Sheet Title:
JUNE 1ST 16

Sheet:

A-1

WALL LEGEND:

- (E) WALL TO REMAIN
- (N) NON BEARING PARTITION 8'-0" HIGH WALL
- (N) NON BEARING PARTITION WALL FULL HEIGHT TO ROOF RAFTER

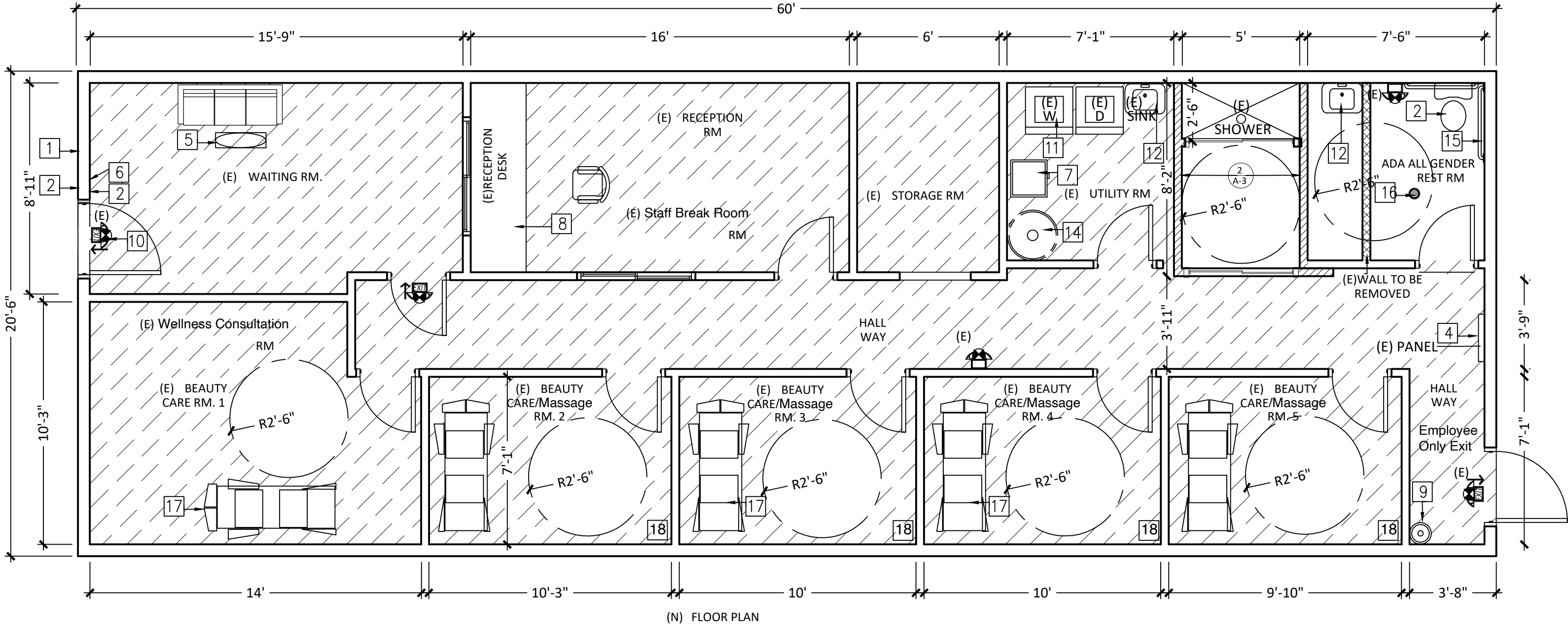
KEY NOTE:

1. GLASS STORE FRONT TO REMAIN/POSTED HOURS: 10AM TO 8PM M-SUN
2. SECTION 44-231 MAIN ENTRANCE SIGN: MESSAGE ESTABLISHMENT
3. TACTILE SIGN/H.C. SIGN 6" X 6" INTERNATIONAL SYMBOL OF ACCESSIBILITY
4. (E) ELECTRICAL PANEL 250 AMPS
5. WAITING TABLE & CHAIRS PRE-FABRICATED
6. "VISIBLE SIGN " THIS DOOR TO R EMAIN UNLOCKED WHEN BUILDING IS OCCUPIED
7. EMPLOYEE LOCKER
8. RECEPTION COUNTER 34" H. MAX 36" W X 30" DEEP
9. FIRE EXTINGUISHER COMMERCIAL 2A-10BC
10. ILLUMINATED EXIT SIGN W/ 90 MIN. BATTERY BACK-UP, BY "NORA LIGHTING", MODEL: NX-603-LED
11. WASHER/DRYER STACK
12. WALL-HUNG SINK AT 32" A.F.F./WASHBASIN FOR EMPLOYEES SECTION 44-231 (12)
13. WC. 1.28 GAL COMMERCIAL ADA
14. 30 GAL ELECT. WATER HEATER . 4500 W
15. GRAB BAR SIZE : H:8-1/4" D:1-5/8" L:11-3/8" OR EQUAL HANDICAPPED GRAB BAR, SEE DETAIL 5/A5
16. FLOOR DRAIN
17. MESSAGE BED PRE-FABRICATED
18. SECURE LOCKERS FOR PATRONS

Each room will have at least one 40-watt light that will remain on while occupied by patrons. The lighting in all massage rooms will meet the code requirements, as per Section 44-231 (4) and 44-278.

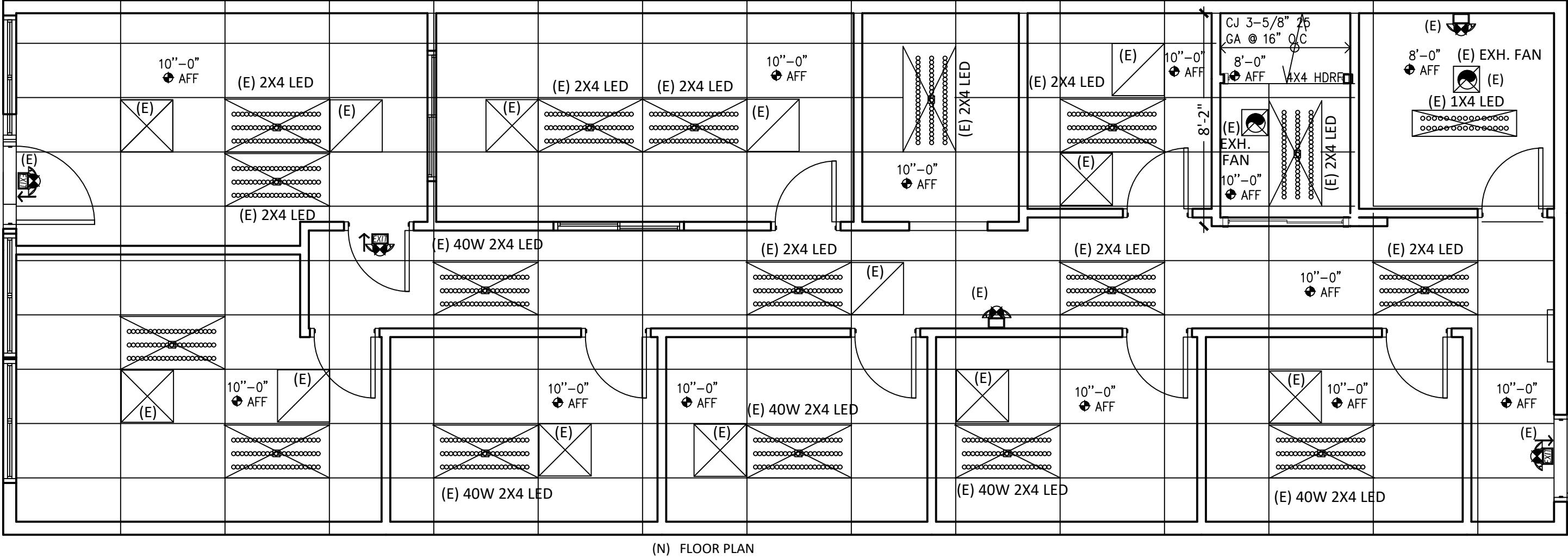
Interior Door Mechanisms: No treatment room will have a locking mechanism, ensuring that doors can be accessed at all times, per Section 44-231 (13)(c).

Entrance/Exit: Customers will enter and exit through the front door, as required by Section 44-231. The rear door will be marked as "Employee Exit Only."



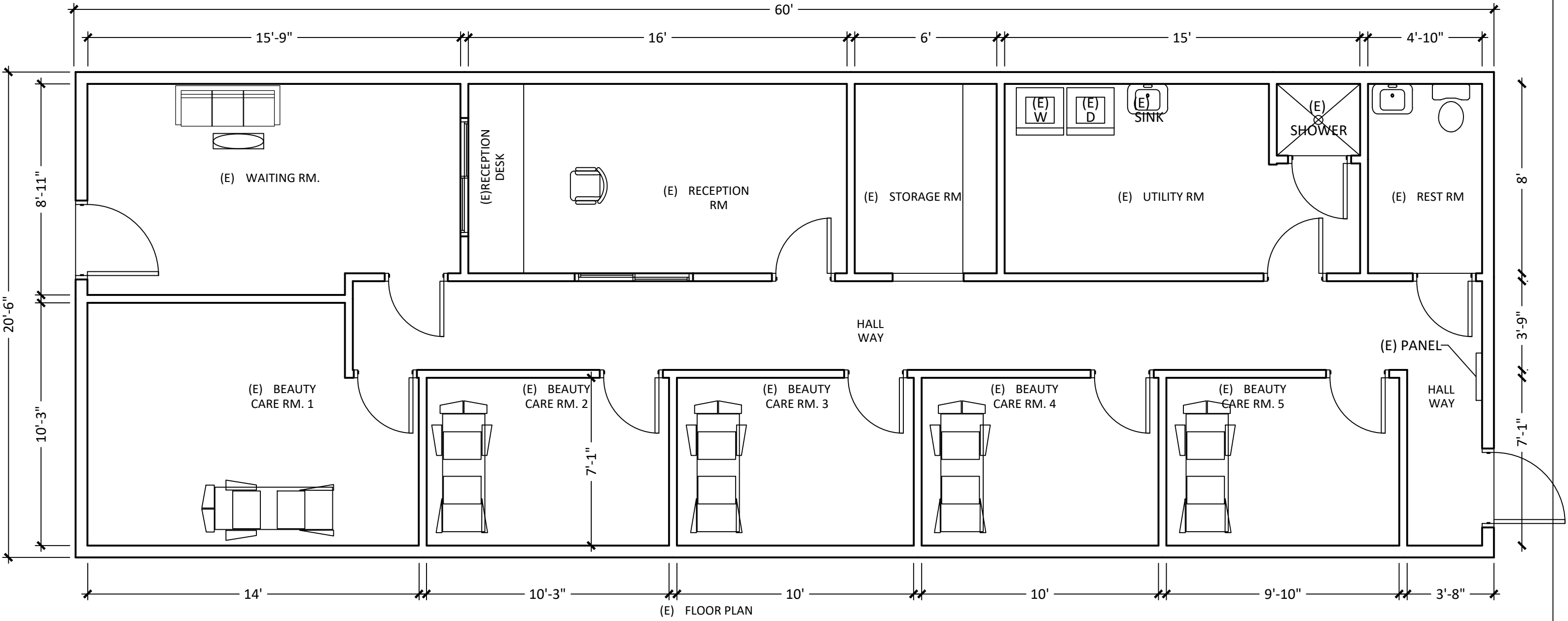
PROPOSED FLOOR PLAN

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



CEILING PLAN

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



EXISTING FLOOR PLAN

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

SCALE : N.T.S.

LEGEND

- (E) FLOOR AREA
- (N) SHOWER & ADA REST RM. AREA

WALL LEGEND

- (E) WALL TO REMAIN
- (N) WALL TO BE BUILT
- (E) WALL TO BE REMOVED

LIGHT FIXTURE LEGEND

- (E) 2X4 LED LIGHT
- (E) EXIT SIGN W/ EMERGENCY AND 90 MIN. BATTERY
- (E) 1X4 LED FLATE PANEL 4000 LUMENS FLUORESCENT TROFFER
- (E) EMERG. W/90 MIN. BATTERY

Revision	Date
△ REV - 1	DEC-8-23
△ REV-2	DEC-23-23
△ REV-3	JAN-9-24
△ REV-4	FEB-5-24
△ REV - 5	3-14 -17

ABC
DESIGN
DEVELOPMENT
GROUP
12550 BROOKHURST ST. # F
GARDEN GROVE, CA 92840

ABC DESIGN
DEVELOPMENT GROUP
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PLANS. THESE PLANS ARE NOT
TO BE COPIED, REPRODUCED
OR CHANGE IN ANY FORM OR
MANNER WHATSOEVER NOR
ARE THEY TO BE ASSIGNED TO
ANY THIRD PARTY WITHOUT
FIRST OBTAINING THE
EXPRESS WRITTEN
PERMISSION AND CONSENT
OF ABC DESIGN
DEVELOPMENT GROUP

Project:
**T.I TENANT IMPROVEMENT FOR
ZEN WELLNESS THERAPY**
Address:
934 1/2 N. EUCLID ST
ANAHEIM, CA 92801

Design by: RONY LUONG
Drawn by: RL
Scale: AS NOTED
Date: DEC -8-23
Job Number: 934 1/2 2023
Sheet Title: FLOOR PLAN

Sheet:
A-2



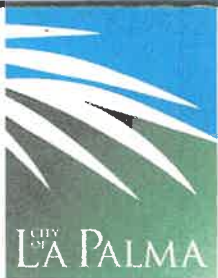
City Hall
7822 Walker Street
La Palma, CA 90623-1771



7022 0410 0000 0375 6014

NEOPOST FIRST-CLASS
08/20/2024
US POSTAGE \$009.11
ZIP 9041M114

Remm Group
Attn: Caron Wilson
207 W 20th Street
Santa Ana, CA 92706



City Hall
7822 Walker Street
La Palma, CA 90623-1771

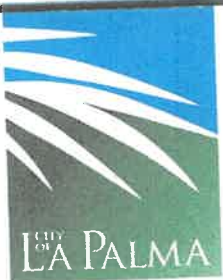
CERTIFIED MAIL®



7022 0410 0000 0375 6007

NEOPOST FIRST-CLASS
08/20/2024
US POSTAGE \$009.11
ZIP 9041M1146

La Palma Collection
Attn: Andrew Su
12362 Knott Street
Garden Grove, CA 92841



City Hall
7822 Walker Street
La Palma, CA 90623-1771

CERTIFIED MAIL®



7022 0410 0000 0375 6021

NEOPOST FIRST-CLASS
08/20/2024
US POSTAGE \$009.11
ZIP 9041M114

Starlight Day Spa
3710 Westminster Ave Ste. C
Santa Ana, CA 92703-1439

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Attn: Cam Wilson
Remm Group
207 W 20th St
Santa Ana, CA 92706



9590 9402 8929 4064 0395 32

2. Article Number (Transfer from service label)

7022 0410 0000 0375 6017

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Frank

☐ Agent
☐ Address

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation
- ☐ Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Starlight Day Spa
Attn: Tom Scott
3710 Westminster Ave Ste. C
Santa Ana, CA 92705-1439



9590 9402 8929 4064 0395 25

2. Article Number (Transfer from service label)

7022 0410 0000 0375 6021

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Jessica

☐ Agent
☐ Address

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation
- ☐ Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

La Palma Collection LLC
Attn: Andrew Su
12362 Knott Street
Garden Grove, CA 92841



9590 9402 8929 4064 0395 49

2. Article Number (Transfer from service label)

7022 0410 0000 0375 6007

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Dennis A. Wong

☐ Agent
☐ Address

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation
- ☐ Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Attn: Cam Wilson
Renn Group
207 W 20th St
Santa Ana, CA 92706



9590 9402 8929 4064 0395 32

2. Article Number (Transfer from service label)

7022 0410 0000 0375 6014

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

La Palma Collection LLC
Attn: Andrew Su
12362 Knott Street
Garden Grove, CA 92841



9590 9402 8929 4064 0395 49

2. Article Number (Transfer from service label)

7022 0410 0000 0375 6007

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Starlight Day Spa
Attn: Tom Scott
3710 Westminster Ave Ste. C
Santa Ana, CA 92705-1439



COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery

☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™



Cover Letter

August 19, 2024

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Starlight Day Spa
Attn: Thomas Scott
7951 Valley View Street
La Palma, CA 90623

Attn: Caron Wilson
Remm Group
207 W 20th Street
Santa Ana, CA 92706

La Palma Collection LLC
12362 Knott Street
Garden Grove, CA 92841-2802

SUBJECT: DEMAND TO CEASE AND DESIST OPERATION OF STARLIGHT DAY SPA
7951 VALLEY VIEW ST., LA PALMA CA 90623-1848

Revised letter: Attached is the first draft letter issued on August 15, 2024 showing previous ownership and previous property management business address. Letter has been updated with current information from the Orange County Clerk Recorders tax record. The revised letter is also addressed with today's date. I have attached the previous letter issued and I have also attached the revised copy.

The Cease and Desist letter to the Business Starlight Day Spa, to the Owner La Palma Collection LLC and Remm Group, Property Management. Please note that action will be taken against both business and property owners.

www.cityoflapalma.org

7822 Walker Street
La Palma, CA 90623-1771

PHONE
714 690 3300
FAX
714 523 2141



August 19, 2024

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Starlight Day Spa
Attn: Thomas Scott
7951 Valley View Street
La Palma, CA 90623

Attn: Caron Wilson
Remm Group
207 W 20th Street
Santa Ana, CA 92706

La Palma Collection
Attn: Andrew Su
12362 Knott Street
Garden Grove, CA 92841

SUBJECT: DEMAND TO CEASE AND DESIST OPERATION OF STARLIGHT DAY SPA
7951 VALLEY VIEW ST., LA PALMA CA 90623-1848 REVISED

To Whom It May Concern:

It has come to the City of La Palma Community Development Department's attention that Starlight Day Spa is leasing commercial retail space from La Palma Collection LLC for the property located at 7951 Valley View Street (the "Property" or "La Palma Convenience Shopping Center"). The Property is managed by Remm Group. I write to you concerning La Palma Municipal Code (LPMC) violations occurring at the Property – specifically, the operation of an unpermitted massage facility business by Starlight Day Spa (the "Unpermitted Massage Business").

By this letter, you are hereby demanded to immediately cease and desist the operation of the Unpermitted Business at the Property.

Starlight Day Spa is currently operating an unpermitted massage business in the La Palma Convenience Shopping Center. City of La Palma is in receipt of your Conditional Use Permit application for a massage business on July 30, 2024. Pursuant to LPMC Section 44-139, massage facilities are subject to a Conditional Use Permit (CUP), which requires review and consideration by the City Council at a duly noticed public hearing. Due to the fact that the Conditional Use Permit has not been approved, your business is receiving a cease and desist of your massage facility use until a CUP is granted. Your current business license, is in direct violation for conducting a massage business without a CUP approval. By this direct violation to City's Municipal Code (LPMC §§ 22-6, 22-19.). As such, this unpermitted business type this constitutes an illegal operation, and its operations must immediately cease & desist.

www.cityoflapalma.org
7822 Walker Street
La Palma, CA 90623-1771

PHONE
714 690 3300
FAX
714 523 2141

August 19, 2024

Page 2

Furthermore, Starlight Day Spa is operating an illegal operation of the Unpermitted Massage Business. This business is currently advertising Massage service without a continual use permit. You are demanded to remove all online advertisement showing massage service. Remove any posted menu of services in your place of business immediately. If this business does not immediately cease and desist, the City will have no choice but to pursue all available legal remedies against both the operator(s) of Starlight Day Spa and the owner of the Property. This may include the imposition of Administrative fines, the filing of a civil lawsuit and/or the filing of a criminal complaint. As provided by LPMC § 2-384, your violation of the City Municipal Code.

Each day the violation continues constitutes a new and separate offense for which the full misdemeanor penalty may be imposed. The same is true for administrative fines, which are imposed in the amount of \$100 for a first violation, \$200 for a second violation and \$500 for each additional violation. (LPMC § 2-384.)

For the above stated reasons, the City hereby demands that you immediately cease and desist all activities and operations relating to the Unpermitted Massage Business. In the event that you choose to ignore the demands and warnings contained in this letter, or otherwise fail to immediately cease and desist operation of the Unpermitted Business, you will leave the City with no choice but to take appropriate legal action against you.

If you have any questions concerning the violations, please contact Code Enforcement Officer, Marion Cubero. If you have any questions concerning this letter, you may also contact Community Development Manager, Belinda Deines at (714) 690-3636. Thank you for your cooperation in this endeavor.

Sincerely,



Marion Cubero
Community Development Department
Code Enforcement Officer
7822 Walker Street
La Palma, CA 90623
(714) 690-3342

Attachment: Excerpt of the Municipal Code Section 2-384
Advertisement Groupon

CC: La Palma Convenience Shopping Center Owners
La Palma Business License Division
La Palma Building & Safety Division
Remm Group
City Manager
City Attorney



August 15, 2024

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Starlight Day Spa
Attn: Thomas Scott
7951 Valley View Street
La Palma, CA 90623

Attn: Caron Wilson
Remm Group
15991 Red Hill Ave. Ste. 200
Tustin, CA 92780

Mr. BJ Kim
DMI Real Estate Group
10200 Sepulveda Blvd, Suite 290
Los Angeles, CA 91345
bjkim@dmiregroup.com
Mobile: (310) 980-8855

SUBJECT: DEMAND TO CEASE AND DESIST OPERATION OF STARLIGHT DAY SPA
7951 VALLEY VIEW ST., LA PALMA CA 90623-1848

To Whom It May Concern:

It has come to the City of La Palma Community Development Department's attention that Starlight Day Spa is leasing commercial retail space from 7961-OCIP LLC for the property located at 7951 Valley View Street (the "Property" or "La Palma Convenience Shopping Center"). The Property is managed by Remm Group. I write to you concerning La Palma Municipal Code (LPMC) violations occurring at the Property – specifically, the operation of an unpermitted massage facility business by Starlight Day Spa (the "Unpermitted Massage Business").

By this letter, you are hereby demanded to immediately cease and desist the operation of the Unpermitted Business at the Property.

Starlight Day Spa is currently operating an unpermitted massage business in the La Palma Convenience Shopping Center. City of La Palma is in receipt of your Conditional Use Permit application for a massage business on July 30, 2024. Pursuant to LPMC Section 44-139, massage facilities are subject to a Conditional Use Permit (CUP), which requires review and consideration by the City Council at a duly noticed public hearing. Due to the fact that the Conditional Use Permit has not been approved, your business is receiving a cease and desist of your massage facility use until a CUP is granted. Your current business license, is in direct violation for conducting a massage business without a CUP approval. By this direct violation to City's Municipal Code (LPMC §§ 22-6, 22-19.). As such, this unpermitted business type this constitutes an illegal operation, and its operations must immediately cease & desist.

www.cityoflapalma.org

7822 Walker Street
La Palma, CA 90623-1771

PHONE
714 690 3300
FAX
714 523 2141

August 15, 2024
Page 2

Each day the violation continues constitutes a new and separate offense for which the full misdemeanor penalty may be imposed. The same is true for administrative fines, which are imposed in the amount of \$100 for a first violation, \$200 for a second violation and \$500 for each additional violation. (LPMC § 2-384.)

For the above stated reasons, the City hereby demands that you **immediately** cease and desist all activities and operations relating to the Unpermitted Massage Business. In the event that you choose to ignore the demands and warnings contained in this letter, or otherwise fail to immediately cease and desist operation of the Unpermitted Business, you will leave the City with no choice but to take appropriate legal action against you.

If you have any questions concerning the violations, please contact Code Enforcement Officer, Marion Cubero. If you have any questions concerning this letter, you may also contact Community Development Manager, Belinda Deines at (714) 690-3636. Thank you for your cooperation in this endeavor.

Sincerely,



Marion Cubero
Community Development Department
Code Enforcement Officer
7822 Walker Street
La Palma, CA 90623

Attachment: Excerpt of the Municipal Code Section LPMC 2-384
Advertisement Groupon

CC: La Palma Convenient Shopping Center Owners
La Palma Business License Division
La Palma Building & Safety Division
Ms. Caron Wilson, Commercial Properties Mgr.; Remm Group
City Manager
City Attorney

Sec. 2-384. Administrative fine.

- (a) *Amount.* Administrative fines shall be set by separate resolution of the City Council.
- (1) Except as specifically provided elsewhere in this Code, administrative fines shall not exceed \$100.00 for a first violation, \$200.00 for a second violation of the same City ordinance violation within one year, and \$500.00 for each additional violation of the same City ordinance violation within one year.
- (2) Notwithstanding subsection (a)(1) of this section, administrative fines for violations of local building and safety codes shall not exceed \$100.00 for a first violation, \$500.00 for a second violation of the same City ordinance violation within one year, and \$1,000.00 for each additional violation of the same City ordinance violation within one year.
- (b) *Payments.* If the offender does not make a timely request for an administrative hearing, he or she must pay the amount designated on the administrative citation within 21 days from the date the citation is issued. Payments of administrative fines shall be sent to the City's finance department.
- (c) *No waiver.* Under no circumstances shall the payment of the fine designated in the administrative citation constitute a waiver of the offender's right to an administrative hearing. Therefore, an offender may pay the fine within the 21-day period and also obtain an administrative hearing to protest the imposition of the fine, provided that the offender makes a timely request for an administrative hearing.
- (d) *Obligation to correct violation.* Nothing in this Code shall be interpreted to mean that because an offender has paid the fine that he, she or it is not required to correct the City ordinance violation. Failure to correct the City ordinance violation may result in additional citations.

(Code 1975, § 3-14; Ord. No. 2004-02, § 3)



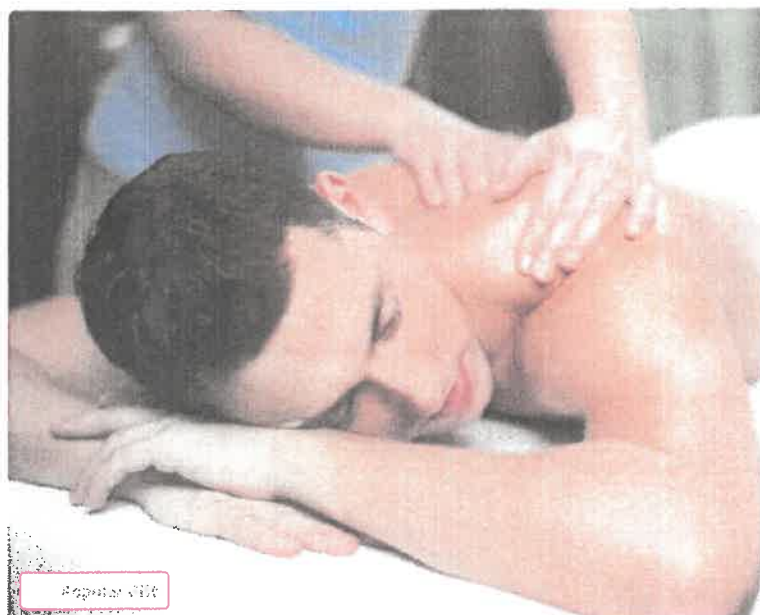
Local > Beauty & Spas > Massage > Full Body Massage

Starlight Day Spa

📍 7951 Valley View Street, La Palma – 10.3 mi

👉 Up to 40% Off on Full Body Massage at Starlight Day Spa

3.0 ★★★★★ 2 Groupon Ratings



Regular \$110

Highlights

Therapists include the use of hot stones and cupping in their massage sessions.

About This Deal

This statement has not been evaluated by the Food and Drug Administration (FDA). This product is not intended to diagnose, treat, cure or prevent any disease.

** 60-Minute Swedish or Deep-Tissue Massage with Aromatherapy or CBD Oil and Hot Stone.

** 60-Minute Custom Massage with Aromatherapy Oil, Hot Towel, and Cupping.

Choose from 60-minute sessions where, in addition to using their hands, massage therapists place heated stones on the back to help relieve tense areas and improve blood flow. Cupping will also be included in your massage session.

Massage therapist's name and license number: Hong Tuyet Nguyen, #15950

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M

Michelle

★ 4 ratings □ 4 reviews

★★★★★ · July 25, 2024

Just got Waxing done by Emma. She was professional and nice. The place is clean. Recommend it will return.

Helpful

V

Vicki

★ 6 ratings □ 3 reviews

★★★★★ · August 2, 2024

Scam, rip off, rude!!!

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About Starlight Day Spa

Starlight Day Spa provide beauty services to clients –Skincare, Facials, Waxing, Shaving, and treatments. Day Spa often offer additional services like body treatments, massages, and Body Scrubs.



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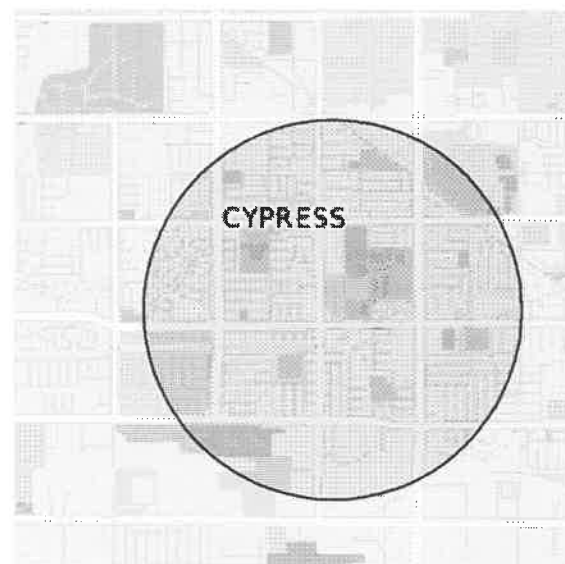
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👩🏻👩🏻 Brazilian wax and 1hr Facial \$120
(we use organic products it will make your skin shines and smoother.)

🌸 Full body shave \$180
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🌸 special for ear and nose \$30

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🌸🌸 *** appointments only*** 🌸🌸

***** please do not ask for picture or send picture*****
Professional technicians for Waxing, Facial, Skin care service.
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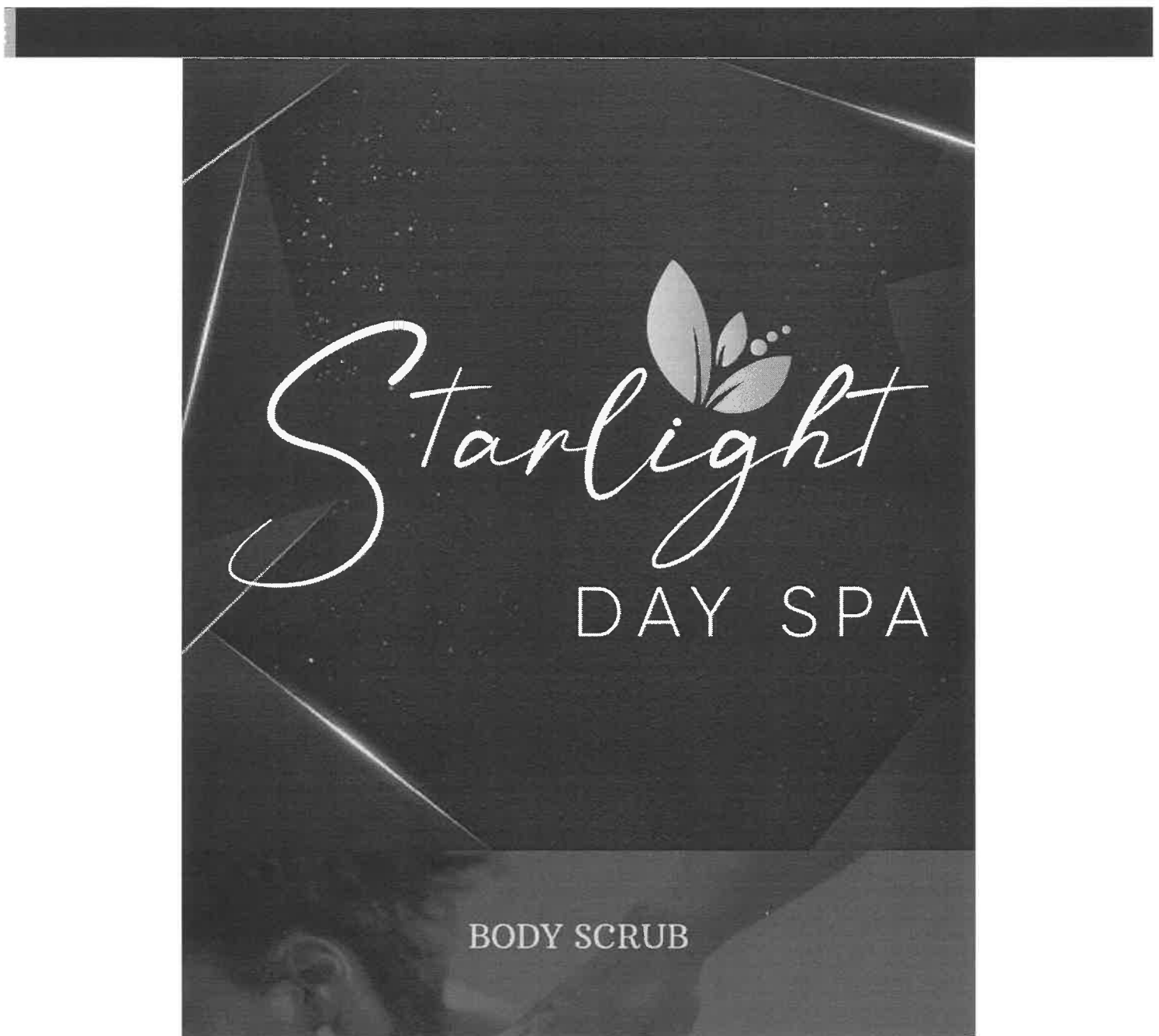
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☐ 60-Minute Custom Massage with Aromatherapy Oil, Hot Towel, and Cupping

~~\$150~~ \$90 -40%**\$63** with code **PROMO**

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Therapists include the use of hot stones and cupping in their massage sessions.

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** 60-Minute Swedish or Deep-Tissue Massage with Aromatherapy or CBD Oil and Hot Stone.

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Massage therapist's name and license number: Hong Tuyet Nguyen, #15950

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Promotional value expires 180 days after purchase. Amount paid never expires. Appointment required. Merchant contact information will be available for you after purchase in [My Stuff](https://www.groupon.com/mystuff). May be repurchased every 30 days. Limit 2 per visit. Limit 3 per person. Merchant is solely responsible to purchasers for the care and quality of the advertised goods and services. Learn about [Strike-Through Pricing and Savings](#)

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La Palma

7951 Valley View Street, La Palma

▼ 11.6 mi

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Michelle

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21 days ago

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Vicki

6 ratings | 3 reviews

13 days ago

Scam, rip off, rude!!!

About Starlight Day Spa

St: beauty services to clients Skincare, Facials, Waxing, Shaving, and treatments. Day Spa often offer additional services like body treatments,

\$100 from \$63

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Massage1Spa

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Health Atlast

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Starlight Day Spa

7951 Valley View Street, La Palma

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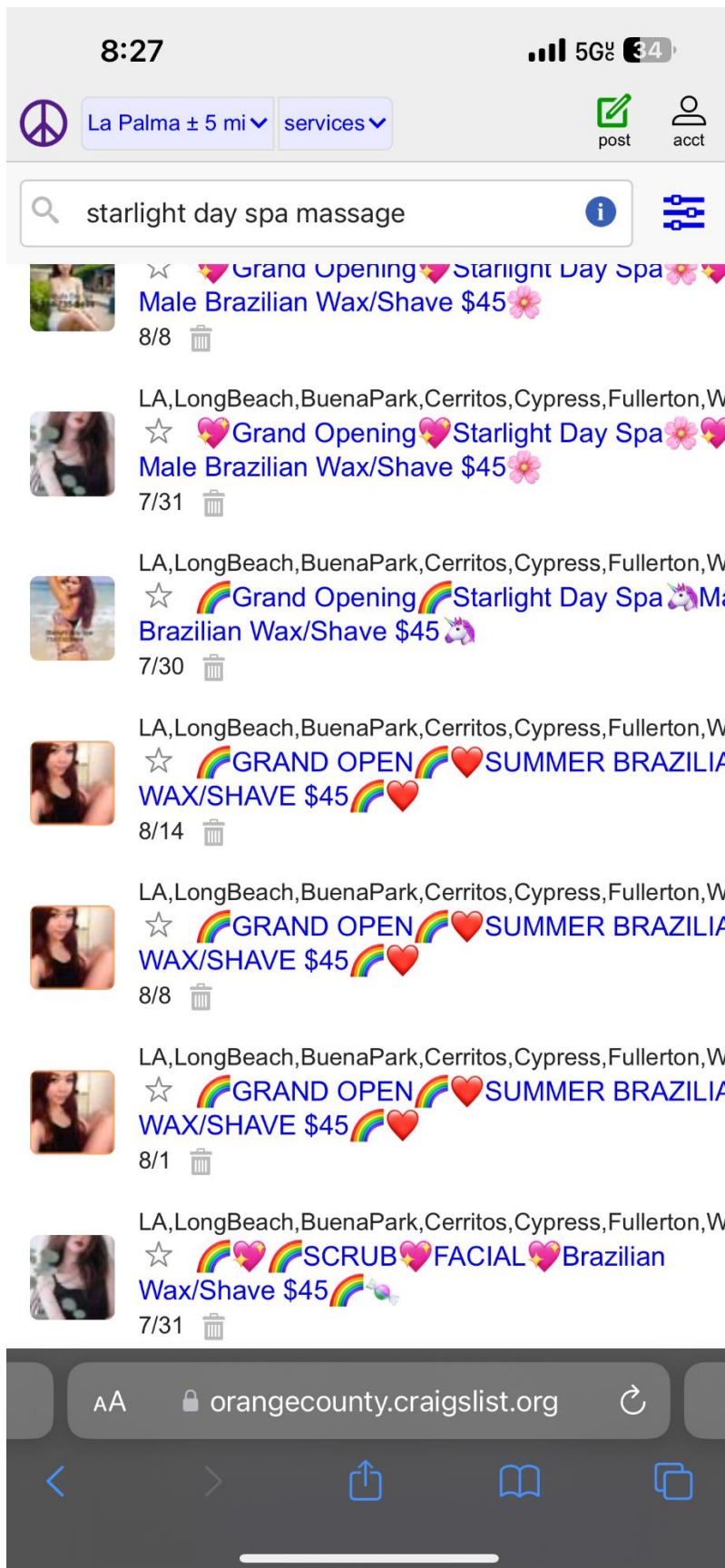


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“

"I recently had a massage at Starlight Day Spa and it was an incredible experience! The therapist was professional and attentive, ensuring I was comfortable throughout the session. I left feeling completely relaxed and rejuvenated. Highly recommend their massage services!"



SHERRI STONER
Top Coach

Starlight Day Spa
GALLEY



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Sauna: No

Jacuzzi: No

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60 min: \$60

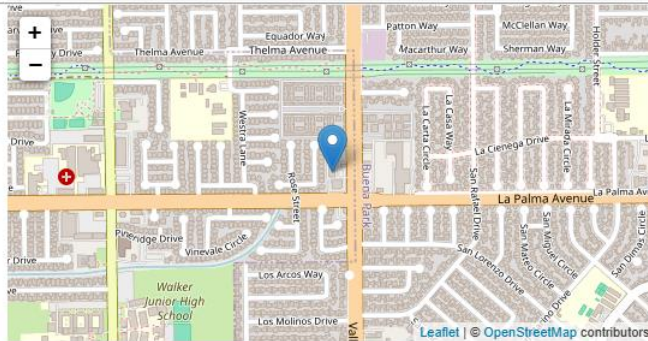


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City of La Palma

Agenda Item No. 11



MEETING DATE: March 4, 2025

TO: City Council

FROM: City Manager

SUBMITTED BY: Ryan Hallett, Assistant City Manager
Mike Matsumoto, Financial Consultant

AGENDA TITLE: Mid-Year Budget Update and Adjustments and Resolution amending the Fiscal Year 2024-25 Budget

RECOMMENDED ACTION:

It is recommended that the City Council receive and file the Mid-Year Budget report and adopt a Resolution amending the Fiscal Year 2024-25 Budget.

BACKGROUND:

At the June 4, 2024, City Council meeting, the City Council approved the Fiscal Year 2024-25 budget. During the year, staff has monitored the economy, and certain budget adjustments are suggested.

DISCUSSION:

The Economy and La Palma's Economic Outlook

The City maintains a prudent philosophy with regard to its spending. Lessons from prior years indicate that the economy can fluctuate from growth to recession and back again. The City has very healthy reserves. As of June 30, 2024, the current spendable reserves were \$22.9M in the following funds:

General Fund	\$5,414,000
Emergency Reserve	\$7,768,000
General Fund Budget Reserve	\$3,565,000
Capital Outlay Reserve	\$4,164,000
Civic Center Replacement	\$1,955,000
TOTAL	\$22,866,000

With a revised General Fund budget of \$14,435,000, the fungible reserves represent 158% of the amended General Fund budget (assuming the budget adjustments are approved).

Budget Updates

Throughout the year, the City Council has approved several contracts and other items that require

budget adjustments to be done at mid-year. The following agenda items are included in the proposed budget adjustments:

- A \$184,000 increase in the Capital Outlay Reserve Fund for the Various Median Islands project.
- A \$150,000 increase to the Water Fund for a federally mandated lead and copper service line inventory assessment was approved by the Council in September 2024.
- An \$88,000 increase in both revenue and expenses related to a California Highway Patrol (CHP) Cannabis Tax Grant awarded to the City for the purchase of message boards, as well as funding for overtime costs associated with DUI saturation checkpoints, training, and educational materials.
- A \$33,200 decrease in revenue in the Measure M Fund (transportation improvements).
- An additional \$30,000 for hiring bonuses to support the recruitment of police officers and dispatchers, reflecting actual hiring trends.
- The Citywide Cost Allocation Plan & Comprehensive User Fee Study was approved at the November 2024 meeting for a total cost of \$23,550.
- A \$9,000 increase to the Grant Writing Services and Funding Advocacy contract was approved at the December 2024 meeting.
- The Crossing Guards contract approved at the October 2024 meeting included a \$7,600 increase.
- The Animal Control contract, approved at the October 2024 meeting, included a \$2,300 increase.

Expenses Tracking Higher

- A \$25,000 increase in the Police Department's budget for background checks due to increased hiring activity.
- A \$10,500 increase across various Community Services accounts to align part-time costs with actual expenditures.

FISCAL IMPACT:

The result of the budget amendments will reduce the General Fund projected budget surplus to \$82,800 for Fiscal Year 2024-25. In other funds, the budget amendments will decrease estimated revenues by \$33,200 and increase appropriations by \$339,500.

ATTACHMENTS:

1. Resolution

RESOLUTION NO. 2025-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LA PALMA AMENDING THE FISCAL YEAR 2024-25
ADOPTED BUDGET**

WHEREAS, the City Council did receive information about various adjustments needed to Department and Program budgets in order to more closely align projected expenditures and revenues with appropriations; and

WHEREAS, the proposed amendments to the Fiscal Year 2024-25 budget are enumerated in Exhibit A to this resolution; and

WHEREAS, the adopted Fiscal Year 2024-25 Budget will be revised so as to reflect each and all of the amendments which the City Council, up to the time of adoption of this Resolution, believes should be made as per Exhibit A; and

NOW, THEREFORE, The City Council of the City of La Palma does hereby resolve as follows:

SECTION 1. The amendments for the Fiscal Year 2024-25 adopted budget as so amended, modified, revised, and corrected including those changes directed by the City Council at the March 4, 2025, Council Meeting, are approved and adopted. In adopting the budget amendments, the City Council hereby approves and instructs the City Manager to implement changes as necessary.

SECTION 2. The budget amendments for the Fiscal Year 2024-25 as now before this City Council and as enumerated in Exhibit A, and as amended, modified, revised, and corrected by the City Council and staff, in open session, shall be placed on file in the office of the City Clerk, shall be open to public inspection, and are expressly incorporated in this Resolution and made a part hereof.

SECTION 3. The City Manager is hereby authorized and instructed to take all steps necessary to implement this resolution.

SECTION 4. The City Manager, for the purpose of administrative necessity in implementing the budget, shall have the authority to transfer monies to the appropriate item, account, program, or fund to cover expenditures which have been approved by the City Council, except where such transfer is expressly prohibited in a resolution or ordinance approved by the City Council such as utility replacement funds.

APPROVED AND ADOPTED by the City Council of the City of La Palma at a regular meeting held on the 4th day of March 2025.

Mark I. Waldman
Mayor

ATTEST:

Kimberly Kenney, CMC
City Clerk

Resolution No. 2025-__
Page 2 of **3**

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS.
CITY OF LA PALMA)

I, KIMBERLY KENNEY, City Clerk of the City of La Palma, California, DO
HEREBY CERTIFY that the foregoing Resolution was adopted by the City Council of said
City at a regular meeting of said City Council held on the 4th day of March 2025, and that it
was so adopted by called vote as follows:

AYES:

NOES:

Kimberly Kenney, CMC
City Clerk

Item Description				Adopted Budget	Budget Adjustment	Amended Budget	Justification
General Fund (001)							
REVENUES							
001	200	4250-00000	Misc. Grant - PD	-	88,000	88,000	State Grant - Reader Boards
001	300	4317-00000	Street & Inspection Fees	-	34,000	34,000	Updated estimate
001	500	4610-00000	Rental Income	227,500	(143,500)	84,000	Updated estimate
TOTAL GENERAL FUND REVENUES				14,939,300	(21,500)	14,917,800	
EXPENDITURES							
General Government							
001	120	6000-00000	Professional Services - Update Fees	10,000	23,500	33,500	Grant Writing
001	120	6000-12010	Professional Services - Grant Writing	22,800	3,500	26,300	
001	170	5200-00000	Special Pay - Hiring Bonuses PD	1,800	30,000	31,800	
Police Department							
001	210	6000-21010	Professional Services - SEAACA	131,000	2,300	133,300	SEAACA
001	220	6000-22010	Professional Services - Crossing Guards	127,300	7,600	134,900	Crossing Guards
001	235	8040-00000	Machinery & Equipment	-	88,000	88,000	Grant Funded Reader Boards
001	240	5680-00000	Background Checks	15,000	25,000	40,000	
Community Services							
001	310	5200-00000	Special Pay	-	2,000	2,000	
001	310	5642-00000	Retirement - PARS	500	1,000	1,500	
001	310	7400-00000	Other Awards	200	100	300	
001	330	5630-00000	Medicare/FICA	1,100	1,000	2,100	
001	340	5642-00000	Retirement - PARS	300	300	600	
001	340	5630-00000	Medicare/FICA	700	1,500	2,200	
001	350	5640-00000	Retirement	4,000	4,000	8,000	
001	350	5910-00000	Cell Allowance	-	600	600	
Subtotal General Fund Expenditure Adjustments				14,244,600	190,400	14,435,000	
TRANSFERS OUT							
035	300	4951-00000	Capital Outlay Reserve	350,000	-	350,000	
037	300	4951-00000	Civic Center Replacement Fund	50,000	-	50,000	
TOTAL TRANSFERS OUT				400,000	-	400,000	
FY 2024-25 Surplus (Deficit) - General Fund				CURRENT BUDGET	PROPOSED AMENDED BUDGET		
Revenues				14,939,300	14,917,800		
Expenditures				(14,244,600)	(14,435,000)		
Transfer Out				(400,000)	(400,000)		
FY 2024-25 Surplus (Deficit) - General Fund				294,700	82,800		
UNASSIGNED GENERAL FUND BALANCE as of June 30, 2024				5,366,356	ACFR issued 12/2024		

		Item Description	Adopted Budget	Budget Adjustment	Amended Budget	Justification
OTHER FUNDS (Non-General)						
REVENUES						
Measure M Fund (012)						
012	300 4221-00000	Measure M2	373,200	(33,200)	340,000	Updated Estimate
Total Other Funds Revenue Adjustments				(33,200)		
EXPENDITURES						
Median Project Funding						
010	900 8134-00000	Median Rehabilitation Project - RMRA	400,000	-	400,000	Revised Median Estimate
012	900 8134-00000	Median Rehabilitation Project - Measure M	500,000	-	500,000	Revised Median Estimate
035	900 8134-00000	Median Rehabilitation Project - COR/Grant	2,000,000	184,000	2,184,000	Revised Median Estimate
Water Fund (050)						
050	440 6000-00000	Professional Contract Services	15,000	150,000	165,000	Lead Service Inventory
050	440 6000-12010	Professional Contract Services	20,000	3,200	23,200	Grant Writing Services
Sewer Fund (052)						
052	480 6000-12010	Professional Contract Services	14,300	2,300	16,600	Grant Writing Services
Total Other Funds Expenditure Adjustments				339,500		

City of La Palma

Agenda Item No. 12



MEETING DATE: March 4, 2025

TO: City Council

FROM: City Manager

SUBMITTED BY: Alan Rivera, Management Assistant

AGENDA TITLE: City of La Palma's 70th Anniversary

RECOMMENDED ACTION:

It is recommended that the City Council receive a presentation regarding La Palma's 70th Anniversary Celebration, discuss, and provide further direction as needed.

BACKGROUND

The City of La Palma was incorporated on October 26, 1955. In 2025, the City will celebrate its 70th anniversary of incorporation on Sunday, October 26. To mark this significant milestone, staff has discussed a variety of commemorative activities to be featured throughout the year leading up to the official anniversary and a special recognition at the City's October signature event, the Halloween Carnival.

SUMMARY

In early 2025, staff met to discuss various commemorative ideas for the 70th anniversary and incorporated feedback and direction provided by the City Council during the 2025 Annual Goal Setting Meeting. The following activities are being considered:

- Adding a 70th Anniversary Celebration component to the annual Halloween Carnival, which is currently scheduled for Saturday, October 25.
- Developing and sourcing commemorative visual marketing elements and promotional materials with the assistance of a graphic designer.
- Exploring options to update the artwork on the Walker Well tank, currently commemorating the 50th Anniversary, with a new design for the 70th anniversary.
- Celebrating the 70th anniversary throughout the year with a special commemorative booth at each of La Palma's signature events, including the Festival of Nations, Fitness Run for Fun, Concerts in the Park, Hometown Heroes Concert, and Civic Expo & National Night Out. This

booth will spotlight the 70th anniversary by highlighting La Palma's history and community.

Staff plans to engage the Community Activities and Beautification Committee (CAB) to further develop the details of the aforementioned activities. Below is a proposed timeline of events where staff will commemorate the City's milestone anniversary:

Date	Event
April 26	Festival of Nations
July 4	Fitness Run for Fun
July 10, 17, 24 & 31	Concerts in the Park
August 7	Civic Expo & National Night Out
October 26	Halloween Carnival & 70th Anniversary Celebration

Staff is seeking input from the Council on this plan and any additional items for consideration. After this meeting, staff will gather the necessary information and estimated costs for approval at the next Council meeting on April 1.

FISCAL IMPACT

Although there is no fiscal impact at this time, it is expected that there will be associated costs for the various activities mentioned above.

ATTACHMENTS:

None